

1. City Council Regular Meeting Agenda

Documents: [06-18-13 FINAL AGENDA.PDF](#)

2. City Council Regular Meeting Packet

Documents: [6-18-13 REVISED COUNCIL PACKET 6-18-13.PDF](#)



**CITY OF YPSILANTI  
COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, JUNE 18, 2013  
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 to 7:00 p.m.) –**

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

**VIII. PRESENTATIONS –**

**IX. PUBLIC HEARINGS –**

1. Approval of American Broach PA personal property abatement application.
  - A. Resolution No. 2013-093, determination.
  - B. Open the public hearing.
  - C. Resolution No. 2013-094, close public hearing.

**XI. AUDIENCE PARTICIPATION–**

**XII. REMARKS BY THE MAYOR –**

**XIII. MINUTES –**

Resolution No. 2013-095, approving minutes of June 4, 2013.

**XIV. CONSENT AGENDA**

Resolution No. 2013-096

1. Resolution No. 2013-097 approving MDOT permit resolution.
2. Resolution No. 2013-098, authorizing Scott Rohraff to purchase 3 years of credited service from the Michigan Employees' Retirement System (MERS).
3. Resolution No. 2013-099, approving contract for the property listing for 220 N. Park Street.
4. Resolution No. 2013-100, approving Ordinance No. 1189 to amend Budget Appropriations by Department and Major Organizational Unit for 2012-2013 and 2013-2014 Fiscal Years. ***(Second Reading)***
5. Resolution No. 2013-101, approving Amendment # 2 of the Articles of Incorporation of the Ann Arbor Transportation Authority (AATA).
6. Resolution No. 2013-102, approving the MERS Health Care Savings Program Participation Agreement.
7. Resolution No. 2013-103, approving Rutherford Pool construction contract.
8. Resolution No. 2013-107, authorizing City Treasurer to levy and assess special assessments on the July 2013 tax roll.

**XV. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

1. Resolution No. 2013-104, approving Ordinance No. 1190 entitled "2013-2014 Tax Levy Ordinance". ***(Second Reading)***
2. Resolution No. 2013-105, approving fee schedule.
3. Resolution No. 2013- 106, approving Ordinance No. 940N authorizing the refinancing of City of Ypsilanti Water Supply and Sewage Disposal System Revenue, Series 2013.

**XVI. LIASON REPORTS -**

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

**XVII. COUNCIL PROPOSED BUSINESS –**

**XVIII. COMMUNICATIONS FROM THE MAYOR –**

**Recreation Commission**

Cathy Thorburn (reappointment)  
1212 Sherman  
Ypsilanti, MI 48197  
Term Expires: 6/19/2016

**Ypsilanti Downtown Development Authority**

Alex Easley (reappointment)  
8500 Lawrence Ave.  
Ypsilanti, MI 48197  
Term Expires: 7/7/2017

**XIX. COMMUNICATIONS FROM THE CITY MANAGER –**

**XX. AUDIENCE PARTICIPATION -**

**XXI. REMARKS FROM THE MAYOR –**

**XXII. ADJOURNMENT –**

Resolution No. 2013-108, adjourning the City Council meeting.



***Revised – 6/17/13***

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REQUEST FOR LEGISLATION  
June 18, 2013

From: Teresa Gillotti, Planner II

Subject: Request for PA 328 Personal Property tax exemption for new personal property at 535 S. Mansfield, the second location of American Broach/QC American in the Ypsilanti West Industrial Park.

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BACKGROUND: American Broach/QC American are continuing expansion of their business in the Ypsilanti West Industrial Park. In 2011, American Broach/QC American requested a PA 198 tax exemption to expand their building at 575 S. Mansfield. After their due diligence, the company decided to purchase an additional location in the industrial park rather than build an addition.

In November of 2012, QC American purchased 535 S. Mansfield. It is the intent of American Broach to expand the company's manufacturing into this location, keeping the research and development and office area (as well as some production) at the 575 Mansfield address.

Initially the company was looking to receive both a PA 198 Industrial Facilities Tax Exemption and a PA 328 Personal Property Exemption; however, the real property improvements fell under the category of maintenance rather than expansion and rehabilitation. It was determined that at the new location, they applicant was only eligible for the PA 328 exemption.

PAST INCENTIVE HISTORY

- 2008 – Approval of Industrial Facilities exemption for four years providing a 50% exemption from personal property on new personal property related to purchase of new equipment to expand the business with an expected savings to the company of about \$450,000 over the four year period. This exemption has since expired
- 2011 – Approval of Industrial Facilities exemption for real property for a 45,000 sf addition to house the expansion of American Broach manufacturing as well as a research and development facility. This project was not pursued after a due diligence period, and a new building was purchased at 535 S. Mansfield which is approximately 40,000 sf.
- 2011 – Approval of PA 328 Personal Property Exemption for new personal property at 575 Mansfield as part of an expansion and creation of a research and development facility. This exemption was approved for 6 years, and went into effect in 2012. The assessor's office does not have an estimate of the exemption for 2012, as there were personal property filing concerns. The original estimate of the exemption was approximately \$430,000.

## BENCHMARKS

American Broach/QC American provided an annual report in 2012 as required by the 2011 tax exemption agreement (attached). The report indicates that as of the end of 2012, 14 full time and 2 part time positions were created in 2011 and 2012. The applicant has added additional jobs since that time, and will be able to provide an update at the June 18, 2013 council meeting.

## RELATED INCENTIVES:

The total number of jobs expected to be created in from 2011 to 2015 is 63, with 41 of them meeting the Michigan Economic Development Corporations (MEDC) classification of them as qualifying jobs for their High Tech MEGA program. Qualifying jobs are classified as those where wages for all qualified new jobs exceed 150% of the Federal Minimum Wage (\$10.88/hr). Qualified new jobs must be full-time, permanent jobs, and pay income and social security taxes. Non-Michigan residents may count toward the legal minimum number of jobs, but their wages are not included in the calculation of the credit. For projects qualifying as "high-wage," the wages for all qualified new jobs must exceed 300% of the State Minimum Wage (\$22.20/hr). The total incentive from the state is \$526,000 related to the expansion and development of the research and development facility.

## CURRENT APPLICATION

American Broach is requesting a 6 year exemption of new personal property, beginning in 2013 to assist in the expansion of manufacturing into the new facility at 535 Mansfield. Twenty new jobs are expected by 2015; that number is included in the previous jobs total provided to the MEDC. The applicant provided a full list of personal property to be purchased in 2013, and also included projections for new personal property purchases for the next 6 years. The PA 328 exemption abates 100% of new personal property purchased or leased during the approved time frame.

Staff estimates the total value of the PA 328 exemption for 6 years to be approximately \$236,000. The amount of City taxes is estimated at \$93,000.

## CHANGES TO PERSONAL PROPERTY TAX AT THE STATE LEVEL

Changes in the state law in 2012 have resulted in changes to industrial personal property taxation. Currently, manufacturing personal property is still taxed. However, a state vote in August 2014 may result in the permanent elimination of industrial personal property tax.

## STAFF REVIEW AND RECOMMENDATION

The Review committee met and reviewed the application including previous council support for expansion. As you can see on the attached review sheet the project meets many of the city's economic development goals in that it will create higher-paying high-tech jobs that the employer is planning on hiring locally.

The review team is recommending approval of the exemption for 6 years, as requested.

Please contact Teresa Gillotti, Planner II, if you have any questions regarding this proposal at (734) 483-9646.

RECOMMENDED ACTION: Approval of PA 328 Tax Abatement Amended Resolution

Attachments: Resolution 201-\_\_\_\_, Approve American Broach PA 328 application

Attachments: American Broach and Machine PA 328 application packet  
Estimates  
Review worksheet  
Copy of Resolution creating IDD District  
Resolution 2013-\_\_\_\_, Approve American Broach PA 328 application

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CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Tax abatements further encourage economic development through providing support to development or redevelopment projects that otherwise may not have occurred; and

WHEREAS, P.A. 328 of 1998, as amended allows local unit of governments containing eligible distressed areas to offer tax exemption certificates to eligible businesses in Industrial Development Districts; and

WHEREAS, the City of Ypsilanti is an eligible local assessing district containing an eligible distressed area; and

WHEREAS, American Broach and Machine Co. is located at 535 S. Mansfield St. in the Ypsilanti West Industrial Park in a previously established Industrial Development District; and

WHEREAS, American Broach and Machine Co. applied for a Exemption of New Personal Property Industrial Tax Exemption on March 26, 2013 as permitted by state law; and

WHEREAS, American Broach and Machine Co. is an eligible business as defined in P.A. 328 of 1998 as amended; and

WHEREAS, American Broach requested a 100% exemption on personal property for 6 years; and

WHEREAS, the review committee met and recommends approval of their application for a period of 6 years (2013-2018); and

WHEREAS, A duly noticed public hearing has been held and notice to representatives of ad valorem taxing units has been sent;

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Ypsilanti, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW THEREFORE BE IT RESOLVED, that the City of Ypsilanti finds and determines that the granting of the Personal Property Exemption considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, Act No. 328 of 1998, and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Ypsilanti; and

BE IT FURTHER RESOLVED, That the Ypsilanti City Council grant a Personal Property Exemption Certificate to American Broach & Machine Company Co. for the exemption of 100% of new real property located in the Industrial Development District at 535 S. Mansfield St., in the Ypsilanti West Industrial Park, for a period of six (6) years (2013-2018), pursuant to the provisions of Public Act 328 of 1998, as amended, final approval of exemption certificates by the State Tax Commission, and to the taxes on the property being paid on time; and

BE IT FURTHER RESOLVED that the City Manager administers a contract to that effect between the City of Ypsilanti and American Broach.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:

Industrial Facilities Tax Exemptioin Estimates for American Broach

| Itemized Personal Property to be abated, by year |  | 100% Exempt ( 6 Years) |            |              |            |            |              |              |
|--------------------------------------------------|--|------------------------|------------|--------------|------------|------------|--------------|--------------|
| New Eligible Taxable Value (3):                  |  | 2013                   | 2014       | 2015         | 2016       | 207        | 2018         | 6 Year       |
| American Broach                                  |  | \$ 1,000,000           | \$ 200,000 | \$ 1,000,000 | \$ 150,000 | \$ 245,000 | \$ 1,500,000 | <b>Total</b> |

| Millage Category                   | Millage Rates  |                  |                 |                  |                 |                 |                  |                   |  |
|------------------------------------|----------------|------------------|-----------------|------------------|-----------------|-----------------|------------------|-------------------|--|
| Local Capture                      |                |                  |                 |                  |                 |                 |                  |                   |  |
| General Operating                  | 19.0211        | \$ 19,021        | \$ 3,804        | \$ 19,021        | \$ 2,853        | \$ 4,660        | \$ 28,532        | \$ 77,891         |  |
| Public Transot                     | 0.9789         | \$ 979           | \$ 196          | \$ 979           | \$ 147          | \$ 240          | \$ 1,468         | \$ 4,009          |  |
| Sanitation                         | 2.7814         | \$ 2,781         | \$ 556          | \$ 2,781         | \$ 417          | \$ 681          | \$ 4,172         | \$ 11,390         |  |
| <b>Est Total City Revenue Loss</b> |                | \$ -             | \$ -            | \$ -             | \$ -            | \$ -            | \$ -             | \$ <b>93,290</b>  |  |
| Intermediate School District (ISD) | 3.9745         | \$ 3,975         | \$ 795          | \$ 3,975         | \$ 596          | \$ 974          | \$ 5,962         | \$ 16,276         |  |
| Washtenaw County Community College | 3.6376         | \$ 3,638         | \$ 728          | \$ 3,638         | \$ 546          | \$ 891          | \$ 5,456         | \$ 14,896         |  |
| County Operating                   | 4.5493         | \$ 4,549         | \$ 910          | \$ 4,549         | \$ 682          | \$ 1,115        | \$ 6,824         | \$ 18,629         |  |
| Library                            | 2.7845         | \$ 2,785         | \$ 557          | \$ 2,785         | \$ 418          | \$ 682          | \$ 4,177         | \$ 11,403         |  |
| Police & Fire Pension              | 7.4003         | \$ 7,400         | \$ 1,480        | \$ 7,400         | \$ 1,110        | \$ 1,813        | \$ 11,100        | \$ 30,304         |  |
| Parks                              | 0.7129         | \$ 713           | \$ 143          | \$ 713           | \$ 107          | \$ 175          | \$ 1,069         | \$ 2,919          |  |
| EECS 800 MHZ                       | 0.2000         | \$ 200           | \$ 40           | \$ 200           | \$ 30           | \$ 49           | \$ 300           | \$ 819            |  |
| HCMA                               | 0.2146         | \$ 215           | \$ 43           | \$ 215           | \$ 32           | \$ 53           | \$ 322           | \$ 879            |  |
| VET RELF                           | 0.0250         | \$ 25            | \$ 5            | \$ 25            | \$ 4            | \$ 6            | \$ 38            | \$ 102            |  |
| Act 88                             | 0.0430         | \$ 43            | \$ 9            | \$ 43            | \$ 6            | \$ 11           | \$ 65            | \$ 176            |  |
| State Education                    | Exempt         | \$ -             | \$ -            | \$ -             | \$ -            | \$ -            | \$ -             | \$ -              |  |
| Street Bond 2001                   | 2.1824         | \$ 2,182         | \$ 436          | \$ 2,182         | \$ 327          | \$ 535          | \$ 3,274         | \$ 8,937          |  |
| Street Bond 2003                   | 2.2109         | \$ 2,211         | \$ 442          | \$ 2,211         | \$ 332          | \$ 542          | \$ 3,316         | \$ 9,054          |  |
| School Operating                   | Exempt         | \$ -             | \$ -            | \$ -             | \$ -            | \$ -            | \$ -             | \$ -              |  |
| School Debt                        | 7.0000         | \$ 7,000         | \$ 1,400        | \$ 7,000         | \$ 1,050        | \$ 1,715        | \$ 10,500        | \$ 28,665         |  |
| <b>Benefit to Taypayer</b>         | <b>34.9350</b> | <b>\$ 34,935</b> | <b>\$ 6,987</b> | <b>\$ 34,935</b> | <b>\$ 5,240</b> | <b>\$ 8,559</b> | <b>\$ 52,403</b> | <b>\$ 236,349</b> |  |



## Personal Property Tax Exemption (PA 328) Application Review Worksheet

Property Address 535 S. Mansfield Date June 7, 2013

Business/ Applicant name American Broach

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is the applicant current on tax payments?                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                                                                                                                                                                                                                                      |
| <p>Is the project located in an eligible district?<br/> <i>"Eligible districts" include:</i></p> <ol style="list-style-type: none"> <li>1. Industrial Facilities Property Tax Authorities</li> <li>2. Renaissance Zones</li> <li>3. Enterprise Zones</li> <li>4. Brownfield Redevelopment Authorities</li> <li>5. Federal Empowerment Zones, Enterprise Communities, and Empowerment Zones which become Renewal Communities</li> <li>6. Tax Increment Finance Authorities</li> </ol> | Yes – Industrial Development District was created in 1983                                                                                                                                                                                |
| Does the business primarily engage in manufacturing, mining, research and development, wholesale trade or office operations? Briefly describe.                                                                                                                                                                                                                                                                                                                                       | Manufacturing and Research & Development                                                                                                                                                                                                 |
| Is the company a new economy business, Green technology, or an innovative business model? Describe.                                                                                                                                                                                                                                                                                                                                                                                  | 20 new jobs expected by 2015.                                                                                                                                                                                                            |
| <p>Number or percentage of jobs created by project for resident of Ypsilanti?<br/>         (includes contractors and sub contractors)</p> <p>What salaries are being offered to employees?<br/>         (living wage or better?)<br/>         2008 – living wage is \$10/hour without benefits and \$8.50/hour with benefits</p>                                                                                                                                                     | <p>The applicant has expressed a commitment to using local residents for new jobs created.</p> <p>Of the expected 62 jobs to be created between 2011 and 2015, 42 will meet MEDC qualify jobs requirements for high tech employment.</p> |

|                                                                                                                                            |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                            |                                                                                                                                |
| Are there opportunities for advancement, and/ or training opportunities available to employees? Describe or List                           | The employment model includes some entry level machinist positions as well as the potential to train into more technical jobs. |
| (Historic District Only)Has the project been approved by Historic District Commission? Date of approval? (list any conditions of approval) | Site not located in the historic district.                                                                                     |
| Has a Certificate of Occupancy been obtained?<br>What was the date granted?                                                                | Building plans submitted and work underway.                                                                                    |
| List reasons given by applicant that Tax Abatement is necessary for project to occur                                                       | The applicant indicated in the application materials that the abatement is necessary to compete globally.                      |

## Application for Exemption of New Personal Property

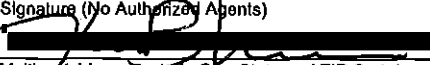
Issued under P.A. 328 of 1998. An exemption will not be effective until approved by the State Tax Commission.

**INSTRUCTIONS:** Read instructions on page 2 of this form before completing this application. File the original and two copies of this form and the required attachments (resolution approving, copy of legal description and a detailed description of the business operations) with the clerk of the local government unit. The State Tax Commission requires two complete sets.

### PART 1: APPLICANT INFORMATION

|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                   |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|---------------------------------|
| 1a. Applicant/Company Name (Applicant must be an ELIGIBLE BUSINESS)<br><b>American Broach &amp; Machine Co.</b>                                                                                                                                                                                                                                                           |  | 2. County<br><b>Washtenaw</b>                                                     |                                 |
| 1b. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP Code)<br><b>535 S.Mansfield, Ypsilanti Michigan 48197</b>                                                                                                                                                                                                                                         |  | 3. City/Township/Village (Indicate which)<br><b>Washtenaw</b>                     |                                 |
| 1c. Location of Eligible Business (No. and Street, City, State, ZIP Code)<br><b>535 S.Mansfield, Ypsilanti Michigan 48197</b>                                                                                                                                                                                                                                             |  | 4a. Local School District<br><b>Ypsilanti</b>                                     | 4b. School Code<br><b>81020</b> |
| 5. Check below the type of business in which you are engaged and provide a detailed description of the business operation on a separate sheet<br><input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Research & Development <input type="checkbox"/> Office Operations<br><input type="checkbox"/> Mining <input type="checkbox"/> Wholesale Trade |  |                                                                                   |                                 |
| 6a. Identify type of ELIGIBLE DISTRICT where Eligible Business and New Personal Property will be located<br><b>Industrial Development District</b>                                                                                                                                                                                                                        |  | 6b. Governing Unit that Established ELIGIBLE DISTRICT<br><b>City of Ypsilanti</b> |                                 |
|                                                                                                                                                                                                                                                                                                                                                                           |  | 6c. Date ELIGIBLE DISTRICT was Established<br><b>06-20-1983</b>                   |                                 |
| 7. Name of Person in the Eligible Business to Contact for Further Information<br><b>Ken Nemec</b>                                                                                                                                                                                                                                                                         |  | 8. Telephone Number<br><b>(734) 961-0300</b>                                      |                                 |
| 9. Mailing Address<br><b>575 S.Mansfield, Ypsilanti Michigan 48197</b>                                                                                                                                                                                                                                                                                                    |  |                                                                                   |                                 |

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which application is being made. The undersigned, authorized officer further certifies that the applicant is an Eligible Business as defined in P.A. 328 of 1998.

|                                                                                                                             |  |                                               |                                         |
|-----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------|-----------------------------------------|
| 11. Name of Company Official<br><b>Ken Nemec</b>                                                                            |  | 12. Title<br><b>President</b>                 |                                         |
| 13. Signature (No Authorized Agents)<br> |  | 14. Date<br><b>03/22/13</b>                   |                                         |
| 15. Mailing Address (Include City, State and ZIP Code)<br><b>575 S.Mansfield, Ypsilanti Michigan 48197</b>                  |  |                                               |                                         |
| 16. Email Address<br><b>ken@americanbroach.com</b>                                                                          |  | 17. Telephone Number<br><b>(734) 961-0300</b> | 18. Fax Number<br><b>(734) 961-9999</b> |

### PART 2: LOCAL GOVERNMENT UNIT CLERK VERIFICATION

|                                                                                                    |  |                                                 |  |                                   |  |
|----------------------------------------------------------------------------------------------------|--|-------------------------------------------------|--|-----------------------------------|--|
| 19. Name of Local Governmental Unit Which Passed Resolution for Exemption of New Personal Property |  | 20. Date of Resolution (Attach Copy)            |  | 21. Expiration Date of Exemption  |  |
| 22. Name of Clerk                                                                                  |  | 23. Date application was received by Local Unit |  |                                   |  |
| 24. Clerk's Signature                                                                              |  | 25. Clerk's Mailing Address                     |  |                                   |  |
| 26. Telephone Number                                                                               |  | 27. Fax Number                                  |  | 28. Email Address                 |  |
| 29. LUCI Code                                                                                      |  | 30. School Code                                 |  | 31. Date District was Established |  |

### STATE TAX COMMISSION USE

|                 |               |           |             |
|-----------------|---------------|-----------|-------------|
| Application No. | Date Received | LUCI Code | School Code |
|-----------------|---------------|-----------|-------------|

## **Instructions for Completing Form 3427, Application for Exemption of New Personal Property**

As a supplement to the following instructions, please read State Tax Commission (STC) Bulletin No. 9 of 1999 which explains the provisions of Public Act (P.A.) 328 of 1998, as amended.

**Line 1:** P.A. 328 of 1998, as amended, states that, to qualify for exemption, New Personal Property must be owned or leased by an Eligible Business. Please see page 2 of STC Bulletin No. 9 of 1999 for the definition of an Eligible Business. Please note that a copy of the legal description for the property where the Eligible Business is located must be attached.

**Line 2, 3, 4:** Indicate the county; the city or township; or village; and the local school district in which the New Personal Property and the Eligible Business will be located.

**Line 5:** P.A. 328 of 1998, as amended, provides that an Eligible Business must be engaged in one of the following types of businesses: manufacturing, mining, research and development, wholesale trade, or office operations. Please see page 2 of STC Bulletin No. 9 of 1999 for the definition of an Eligible Business. Please note that a detailed description of the business operation must be provided on a separate sheet.

**Line 6 a-c:** P.A. 328 of 1998, as amended, provides that New Personal Property and the Eligible Business must be located in an Eligible District. Please see page 4 of STC Bulletin No. 9 of 1998 for a listing of the eight different types of Eligible Districts.

**Line 7:** If there is someone in your business, other than the person signing this application, who should be contacted if further information is needed, please name the person on line 7.

**Line 10b:** Note that a signature from a company official is required on line 13. This application cannot be processed without a signature.

**Lines 19 to 31:** These lines must be completed by the Clerk of the Local Governmental Unit which has adopted the resolution required by P.A. 328 of 1998, as amended.

Note that a copy of the resolution, a legal description, and a detailed description of the business operations must be sent to the State Tax Commission along with this application. Once issued, the exemption will pertain to all new personal property placed in the eligible district for the entire length of time approved by the local unit and issued by the State Tax Commission. The exemption may not be limited to specific new personal property or a lesser time than the full length of issuance. If any of the information requested on lines 19 to 31 is missing, this form will be returned to the Clerk.

## Legal Description of Property

The following described premises situated in the city of Ypsilanti, country of Washtenaw, and state of Michigan, to-wit:

Lots 3, 4 and 5, Ypsilanti West Industrial Park Subdivision No. 1, as duly platted and recorded in Liber 25 of plats, pages 45-48, Washtenaw County Records.

Commonly known as: 535 S. Mansfield, Ypsilanti, Michigan 48197



**AMERICAN**  
BROACH & MACHINE CO.

575 South Mansfield, Ypsilanti, Michigan, 48197 ♦ USA

PHONE: (734) 961-0300 ♦ FAX: (734) 961-9999

E-MAIL: ken@americanbroach.com

## Detailed Description of Business Operation

1. **46 full time employees, in Michigan, USA, 1 full time sales/service in China**
2. **Established in 1919 (93 years) CAGE CODES = 333512 & 333515**
3. **Stock owner/board of directors, Michigan, USA based company (S-Corp).**
4. **Broaching Machines, Broach Cutting Tools, Fixtures, and CNC Automatic Broach Tool Grinding Machines, R&D - Productivity Engineering Services.**
5. **Emergency Service, Spare Parts, and Rebuild Service Available.**
6. **Maintenance / Spare Parts for most brands of broaching machines.**
7. **ISO 9001 – 2002 Compliant, Lean Quality Management Systems in Place.**

American Broach was founded by Mr. Francis Lapointe the father of American broaching in 1919 in Ann Arbor, Michigan, USA, at the suggestion of Henry Ford. This was in order to be in close proximity to the Ford Dearborn, Michigan car factory. Francis Lapointe's father, J. L. Lapointe, originally created a faster and more accurate broaching machine at his factory in New London, Connecticut, in 1901, revolutionizing the broaching process as it was originally developed in Europe. In 1937, Francis Lapointe sold the business to an Illinois-based machine-tool company, Sundstrand.

The original factory building at 408 West Washington, in Ann Arbor, Michigan, USA, was from 1919 to 1963 the headquarters of American Broach, considered a pioneer machine-tool company.

American Broach flourished during the heyday of the U.S. auto industry, supplying broaches (specialized metal-cutting tools) and broaching machines to the big three auto companies, their suppliers, and farm machinery manufacturers. At its peak during World War II, American Broach employed 500 people and ran around the clock making equipment for munitions factories. Unlike many of its competitors, it weathered the long decline of the U.S. auto industry, and it still survives, on a smaller scale, in a new (2008) modern factory Ypsilanti, Michigan, 6 miles west of its original location.

After American Broach was sold to the Sundstrand Corporation, the headquarters was moved to the west side of town into a new building that remained its

headquarters from 1963 to 2008. In the mid 70's the company was sold to a group of investors and employees, and in 2004 60% of company stock was sold to a multi-national machine tool corporation, the remaining 40% was purchased in 2010 by a Michigan based LLC (QCA).

Today, we are a thriving corporation with a supportive board of directors and motivated employees with a sense of urgency driven by the excitement of our growth in the US machine tool market. In 2012 we will boasted the best sales in over 35 years. We are nicely settled into our new facility, and after only three years we are planning an expansion, we need space for growth. Our new plant in Ypsilanti, Michigan (28,000 SF) is 75% manufacturing and 25% showroom and looks beautiful.

American Broach is 30 minute drive from Downtown Detroit and 20 Minutes west of Detroit Metro Airport, and 1 hour from Toledo. It's the perfect location with easy access to road, rail, and air transportation. All this gives our customer the convenience and confidence of working with a company that produces local solutions with its global connections.

With the resurgence of the US machine tool economy, only 30% of our sales are outside the USA. Our customer list includes virtually every manufacturer of planes; trains, automobiles, heavy equipment, power generation, off road vehicles, defense, gear box makers, and most first and second tier suppliers to these industries. We have uniquely positioned ourselves to provide exceptional service outside the USA, like we have for the last 93 years inside the USA.

American Broach has always been on the cutting edge of development and innovation, and today it's still the same, designing, building and marketing the world's highest quality broaching machines, broach tools, and the World's best CNC & manual broach tool sharpening machines. Our designs, engineering, lean principals, and quality standards are respected world- wide, but it's our keen knowledge of broaching, willingness to share technology, and our dedication to customer service that keep customers coming back to ABM for decades.

## List of Existing Equipment

**American Broach & Machine Co.  
575 S. Mansfield  
Ypsilanti, Michigan 48197**

| <b>Items</b> | <b>Description of Property</b>             | <b>Date in Service</b> | <b>Book Cost</b> |
|--------------|--------------------------------------------|------------------------|------------------|
| <b>1</b>     | <b>Machinery and Equipment</b>             |                        |                  |
| 1.1          | Micro Hite Accessory Kit                   | 4/30/88                | \$2,000          |
| 1.2          | Fagor Read Out                             | 6/30/88                | \$3,340          |
| 1.3          | Bridgeport, TOS Mill                       | 10/31/88               | \$11,500         |
| 1.4          | EDM Machine                                | 1/08/91                | \$8,000          |
| 1.5          | Simplicity Lawn Mower                      | 10/01/92               | \$3,432          |
| 1.6          | Magna Flux Machien                         | 3/26/93                | \$10,000         |
| 1.7          | Partial Blanchard Grinder                  | 1/31/94                | \$2,100          |
| 1.8          | Lakeland Model 632 Hd. Bon.                | 12/23/9                | \$10,120         |
| 1.9          | OD Grinder (5)                             | 4/17/11                | \$165,500        |
| 1.10.        | Goordinate Measuring Machine               | 2/16/95                | \$17,814         |
| 1.11         | Spline Grinder - BG63                      | 3/31/5                 | \$10,100         |
| 1.12         | Blanchard Grinder Rebuil                   | 7/11/95                | \$8,019          |
| 1.13         | Vapor Blast Machine                        | 9/18/95                | \$4,291          |
| 1.14         | Spline Grinder BG-62                       | 3/28/96                | \$10,190         |
| 1.15         | Wet Grinder Serial #650123                 | 5/08/96                | \$11,083         |
| 1.16         | EDM Electro-Taper                          | 6/18/96                | \$2,262          |
| 1.17         | Air Compressor                             | 8/22/96                | \$9,830          |
| 1.18         | Allen Bradley Testing Hardware             | 11/127/96              | \$2,730          |
| 1.19         | Gallmeyer & Livingston Surface Grinder (8) | 9/02/97                | \$48,000         |
| 1.20.        | Galmeyer & Livingston Surface              | 4/16/97                | \$6,885          |
| 1.21         | Spline Grinder BG-65 Rebuild               | 4/16/97                | \$16,839         |
| 1.22         | JHP Brideport Mill #2J-52895               | 1/24/97                | \$5,222          |
| 1.23         | Marsh Hand Taper Machine                   | 5/23/97                | \$225            |
| 1.24         | Spline Grinder #38418                      | 10/14/98               | \$11,460         |
| 1.25         | Mattison Surface Grinder #38165            | 7/13/98                | \$14,535         |
| 1.26         | Benchmark Parflange Machine                | 12/10/99               | \$8,825          |
| 1.27         | Electro Arc Metal Disintegrator            | 1/31/01                | \$3,185          |
| 1.28         | 5 Sarpeners Built Inhouse                  | 1/1/05                 | \$800,000        |
| 1.29         | SMP Indexing table #89                     | 12/31/02               | \$30,000         |
| 1.30.        | SMP Indexing table #90                     | 12/31/02               | \$30,000         |
| 1.31         | Webber Gage Square Blocks                  | 8/5/07                 | \$242,128        |
| <b>2</b>     | <b>Delivery Equipment</b>                  |                        |                  |
| 2.1          | 2004 Pontiac Aztec                         | 1/2/09                 | \$4,000          |
| 2.2          | 2002 Ford F150 Pck Up                      | 8/30/02                | \$15,631         |
| 2.3          | 2010 Chevy IMPALT                          | 7/15/09                | \$15,283         |
| 2.4          | 2006 Ford Stala Platbed                    | 11/23/11               | \$12,800         |
| <b>3</b>     | <b>Furniture, Computer &amp; Software</b>  |                        |                  |
| 3.1          | Telephone Support Suystms DK-16            | 3/23/93                | \$5,902          |
| 3.2          | Northgate Computer & Monitor /Ins          | 7/18/93                | \$2,133          |
| 3.3          | Compa 2920A J722BM577423                   | 3/31/98                | \$1,711          |
| 3.4          | AT&T Server, CDI Softwawre                 | 12/20/95               | \$38,690         |

|       |                                          |          |                    |
|-------|------------------------------------------|----------|--------------------|
| 3.5   | CDI Software, Installation Addition      | 2/01/96  | \$1,674            |
| 3.6   | 7 New Softwre AutoCAD Site               | 4/12/96  | \$4,610            |
| 3.7   | Vertical Blinds                          | 4/8/11   | \$24,610           |
| 3.8   | Trade Show Display                       | 8/23/96  | \$18,710           |
| 3.9   | Packard Bell D130 Sales Assistant        | 5/17/97  | \$1,111            |
| 3.10. | Packard Bell C115 Coputer                | 2/24/97  | \$1,092            |
| 3.11  | Packard Bell D160Plus Sales Comp.        | 2/11/97  | \$1,558            |
| 3.12  | Computer HP 455                          | 5/27/99  | \$1,448            |
| 3.13  | Laptop Computer Omini Book 900E 12 piece | 4/25/00  | \$2,471            |
| 3.14  | HP 8668C Computer- 6 pieces              | 6/2/11   | \$29,652           |
| 3.15  | Auto Cad 2000- 4 pieces                  | 2/13/11  | \$11,400           |
| 3.16  | Hitachi 8MM Camcordr                     | 8/19/11  | \$7,008            |
| 3.17  | SHOPCAM 2000 Turn                        | 7/14/00  | \$1,995            |
| 3.18  | HP Omnibook 900Laptop                    | 11/21/00 | \$2,150            |
| 3.19  | Allen Bradley Comm. Card                 | 12/15/00 | \$1,387            |
| 3.20. | Allen Bradley Comm. Card                 | 12/15/00 | \$1,387            |
| 3.21  | HP F1911 A Laptop Computer               | 2/01/00  | \$1,272            |
| 3.22  | HP Computer XT 846                       | 5/1/03   | \$1,060            |
| 3.23  | HP 932C Printer                          | 2/1/05   | \$159              |
| 3.24  | HP Computer XT926                        | 7/22/01  | \$848              |
| 3.25  | HP Laptop Computer Louse                 | 6/22/01  | \$2,355            |
| 3.26  | Epson1520 Color Printer                  | 2/1/04   | \$500              |
| 3.27  | HP Computer                              | 11/2/07  | \$2,013            |
| 3.28  | Computer HP 455                          | 1/15/03  | \$1,218            |
| 3.29  | Sharp AR 205 Copier                      | 9/3/06   | \$2,120            |
| 3.30. | HP ZE 4900 Notebook Cmputer              | 10/25/04 | \$1,060            |
| 3.31  | GE Fanuc CNC Software                    | 3/15/05  | \$4,954            |
| 3.32  | AutoCAD 2006                             | 7/5/10   | \$2,735            |
| 3.34  | HP Notebook Computer                     | 7/6/01   | \$1,058            |
| 3.35  | Dell 521 Server Computer                 | 2/6/01   | \$1,659            |
|       | <b>Total</b>                             |          | <b>\$1,741,036</b> |

## **list of new equipment to be purchased**

**American Broach & Machine Company**

**575 S.Mansfield,**

**Ypsilanti, Michigan 48197**

Plans under way for \$537,323 in 2013. Including:

| <b><u>Equipment</u></b>                                          | <b><u>Costs</u></b> |
|------------------------------------------------------------------|---------------------|
| 6 lights 1160n installed × 2 workshop rooms                      | \$2,320             |
| 2 new compressors                                                | \$17,500            |
| HVAC                                                             | \$153,500           |
| Jib Cranes                                                       | \$62,988            |
| 2 compressors                                                    | \$32,000            |
| Buss ducts                                                       | \$88,800            |
| New lights                                                       | \$24,000            |
| Used dust collector                                              | \$37,000            |
| Dust ductwork -cement pad + cleanup                              | \$55,799            |
| Phone System w/licienced                                         | \$53,261            |
| Design and build main sign for parking office and shipping signs | \$10,155            |
| <b>Totally</b>                                                   | <b>\$537,323</b>    |

## **list of new Machines to be purchased**

**American Broach & Machine Company**

**575 S.Mansfield,**

**Ypsilanti, Michigan 48197**

Plans under way for \$1,264,136 in 2013. Including:

### **machines**

CNC Lathe

2 ABM Spline Grinder

2 CNC Sharpener

**Totally**

### **Estimated Costs**

\$30,000

\$600,000

\$634,136

**\$1,264,136**

## Proforma for American Broach & Machine Co.

Investment & resulting job creation facalitated by the city of Ypsilanti, 12 year abatment: PA 128 & PA 328 and the Accomianing State Education Tax abatement

| \$1=\$1,000                                       | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017  | 2018  | 2019  | 2020  | 2021  | 2022  | 2023  | 2024  | 2025  |
|---------------------------------------------------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Broach Tool Sales                                 | 2735 | 4219 | 4324 | 4649 | 4997 | 5372 | 5775  | 6208  | 6674  | 7175  | 7713  | 8291  | 8913  | 9581  | 10300 |
| Cost of Goods Sold                                | 1590 | 2278 | 2595 | 2789 | 2998 | 3223 | 3465  | 3725  | 4004  | 4305  | 4628  | 4975  | 5348  | 5749  | 6180  |
| Department Profits                                | 1145 | 1941 | 1730 | 1860 | 1999 | 2149 | 2310  | 2483  | 2670  | 2870  | 3085  | 3316  | 3565  | 3833  | 4120  |
| Machine Department Sales                          | 2848 | 4243 | 3987 | 4087 | 4189 | 4294 | 4401  | 4511  | 4624  | 4739  | 4858  | 4979  | 5104  | 5231  | 5362  |
| Cost of Goods Sold                                | 1400 | 2579 | 2193 | 2248 | 2304 | 2361 | 2420  | 2481  | 2543  | 2607  | 2672  | 2739  | 2807  | 2877  | 2949  |
| Department Profits                                | 1448 | 1664 | 1794 | 1839 | 1885 | 1932 | 1980  | 2030  | 2081  | 2133  | 2186  | 2241  | 2297  | 2354  | 2413  |
| Sales Total                                       | 5583 | 8462 | 8311 | 8735 | 9186 | 9666 | 10176 | 10719 | 11298 | 11914 | 12570 | 13270 | 14017 | 14813 | 15662 |
| Total Profits Before Expense                      | 2593 | 3605 | 3524 | 3699 | 3884 | 4081 | 4290  | 4513  | 4750  | 5002  | 5271  | 5557  | 5862  | 6187  | 6533  |
| Total Operating Expense                           | 2347 | 3008 | 2984 | 3131 | 3287 | 3453 | 3629  | 3817  | 4016  | 4228  | 4454  | 4695  | 4951  | 5224  | 5515  |
| Profit Before Tax Sub Total                       | 246  | 597  | 540  | 568  | 597  | 628  | 661   | 697   | 734   | 774   | 817   | 863   | 911   | 963   | 1018  |
| 1 Time Moving allowance                           |      |      | 250  |      |      |      |       |       |       |       |       |       |       |       |       |
| Allowance for income Taxes                        | 82   | 199  | 180  | 190  | 199  | 210  | 221   | 233   | 245   | 259   | 273   | 288   | 304   | 322   | 340   |
| Total Profit after tax, intrest, and depreciation | 164  | 398  | 360  | 378  | 398  | 418  | 441   | 464   | 489   | 516   | 544   | 574   | 607   | 641   | 678   |
| Shareholder real property investmen               |      | 1000 | 300  |      | 550  |      | 70    |       |       |       |       | 100   |       |       |       |
| Projected Shareholder Divided                     | 0    | 0    | 0    | 0    | 0    | 0    | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| Personal Property Investment                      | 245  | 1000 | 2000 | 400  | 2000 | 300  | 490   | 3000  | 1000  | 600   | 500   | 1000  | 2500  | 400   | 200   |
| JOBS (full time)                                  | 35   | 43   | 50   | 64   | 67   | 73   | 76    | 79    | 82    | 85    | 88    | 91    | 94    | 97    | 100   |
| JOBS (part time/contract workers)                 | 4    | 3    | 6    | 3    | 2    | 5    | 4     | 3     | 2     | 2     | 3     | 4     | 5     | 8     | 10    |



**AMERICAN**  
BROACH & MACHINE CO.

575 South Mansfield, Ypsilanti, Michigan, 48197 ♦ USA  
PHONE: (734) 961-0300 ♦ FAX: (734) 961-9999  
E-MAIL: ken@americanbroach.com

## Introduction to American Broach & Machine Company

**To:** The Mayor and City Council of Ypsilanti  
**From:** Ken Nemec  
**Subject:** Statement for personal property abatement PA328

I want to start out thanking you for the PA328 abatement granted for our building at 575 Mansfield in Ypsilanti. As a direct result of this abatement our company has been able to hire 13 new full time employees and 1 new part time employee who live, work, and spend money in Ypsilanti, and the surrounding areas, over the last 2-1/2 years.

Based on the growth in our business, we are out of working space, and have negotiated a deal to buy the vacant building next to ours, at 353 Mansfield. We are asking for your continued support, granting the PA 328 abatement to this new building. If granted, we will begin to upgrade the building to meet our needs, and move half of our business into this building in the summer of 2013. We plan to keep the other half in the 575 building.

You might remember that we were planning to expand the current 575 building to meet our need for more space. As we consulted the architects and city planning commission, we ran into trouble. There is a retention pond on our land that needs upgrading at a cost of \$350,000 to \$500,000 before we can expand the building. To invest a half a million dollars to dig a pond offers no payback to our shareholders. The solution is to buy another building; luckily the building next door was for sale.

The need for this abatement has never been greater. Our global competitors are fiercely fighting to win orders in our home markets based on their weakening economies. Price means everything right now. Granting this request will help keep American Broach & Machine competitive and growing, creating more jobs and protecting the 47 good paying jobs with benefits that are here now. In addition to this, cash flow is at a premium, banks are still very conservative with small business, and growth costs money.

I look forward to meeting you at the city council meeting, and answering any questions you may have, as we ask for PA328 of 6 years, like you granted us in the current building.

Thank you for your time in reading this far. I want to assure you that we want to be a supportive member of the city, paying our fair share and encouraging growth thru our expansion and the growth of the community. We are only asking for leg up as we get past the hurdles in front of us today, with a little help we will add jobs and continue to use local vendors and suppliers so the trickle-down effect from American Broach will flow into many local businesses.

Very Best Regards  
Ken Nemec  
President  
American Broach & Machine Company  
Personal Cell # 1-231-388-1402



**AMERICAN**  
BROACH & MACHINE CO.

575 South Mansfield, Ypsilanti, Michigan, 48197 ♦ USA

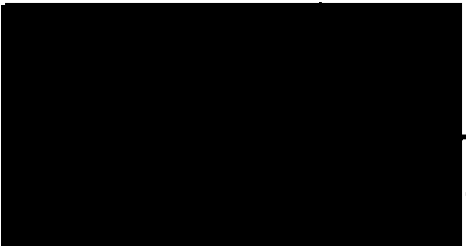
PHONE: (734) 961-0300 ♦ FAX: (734) 961-9999

E-MAIL: ken@americanbroach.com

## **Equal Employment Opportunity Statement**

American Broach & Machine Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. American Broach & Machine Company complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

American Broach & Machine Company expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status. Improper interference with the ability of American Broach's employees to perform their expected job duties is absolutely not tolerated.



& Machine Company

## INDUSTRIAL FACILITY EXEMPTION APPLICATION AFFIDAVIT OF PROJECT BEGIN DATES

I do swear and affirm by my signature below that the personal property project installation begin date, associated with the application for Industrial Facility Tax Exemption Certificate under P.A. 198 of 1974, as amended, in the amount of \$1,801,459 filed with city of Ypsilanti, for a facility located at 535 S. Mansfield, Ypsilanti MI 48197, is as follow:

Personal Property Project Installation Date: April 30, 2013 to Sept.1<sup>st</sup>, 2013.

**Application Name: American Broach & Machine Co.**

Signature: 

Print Name: Ken Nemec

Title: President

Date: March 22, 2013

RESOLUTION NO. 83-160

June 20, 1983

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS: A Public Hearing was held on June 20, 1983, to consider a request from the Economic Development Corporation of the City of Ypsilanti, to have the 62.3 acre vacant parcel, known as the Ypsilanti West Industrial Park, located south of Michigan Avenue opposite Mansfield Street in the City of Ypsilanti, described as attached in Exhibit A, declared an Industrial Development District, per Act 198, Public Acts of 1974; and

WHEREAS: It has been determined that the Economic Development Corporation plans for developing the 62.3 acre Ypsilanti West Industrial Park meets the requirements of Act 198, Public Acts of 1974, under Section 2(6) being "Industrial Property" and Section 4(1a) being that "A local governmental unit, by resolution of its legislative body, may establish a plant rehabilitation district or an industrial development district, or both, which may consist of 1 or more parcels or tracts of land or a portion thereof, if at the time of adoption of the resolution the local governmental unit qualifies under the following: (a) Levies ad valorem taxes at a rate which, when taken together with the rates of ad valorem taxes levied by any other taxing authority which levies taxes within that local governmental unit, equals or exceeds \$30.00 for each \$1,000.00 of State equalized valuation".

NOW, THEREFORE, BE IT RESOLVED, that the Economic Development Corporation for the City of Ypsilanti, 62.3 acre property, known as the Ypsilanti West Industrial Park described in Exhibit A, has been determined to be vacant "Industrial Property" per Section 2(6) of Act 198, Public Acts of 1974 and is hereby declared an "Industrial Development District", per Act 198, Public Acts of 1974.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

AYES: 11      NAYS: 0      ABSENT: 0      VOTE: Unanimous

I do hereby certify that the above resolution is a true and correct copy of Resolution No. 83-160, as passed by the Ypsilanti City Council at their meeting held on June 20, 1983.

\_\_\_\_\_  
Grace Ramsey, Deputy City Clerk



## Annual Report for PA 198 and PA 328 tax abatements

To be completed and submitted along with Personal Property  
by Dec. 15 of each year of abatement

Applicant Name: American Broach and Machine/QC American - 2011

Date Nov. 28, 2012

Industrial Facilities Tax Exemption on real property (PA 198) and Personal Property Tax  
Exemption (PA 328)

Job creation – note full and part time jobs

Enter new Jobs added each year - baseline in 2010 of 31 full time, 5 part time

| 2011                                             |    | 2012 |    | 2013 |    | 2014 |    | 2015 |    | 2016 |    | 2017 |    |
|--------------------------------------------------|----|------|----|------|----|------|----|------|----|------|----|------|----|
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
| 6                                                | 1  | 8    | 1  |      |    |      |    |      |    |      |    |      |    |
| Enter number of new hires from City of Ypsilanti |    |      |    |      |    |      |    |      |    |      |    |      |    |
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
| 1                                                | 0  | 2    | 0  |      |    |      |    |      |    |      |    |      |    |
| Enter number of new hires from Washtenaw County  |    |      |    |      |    |      |    |      |    |      |    |      |    |
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
| 1                                                | 0  | 3    | 0  |      |    |      |    |      |    |      |    |      |    |

| 2018                                             |    | 2019 |    | 2020 |    | 2021 |    | 2022 |    | 2023 |    |
|--------------------------------------------------|----|------|----|------|----|------|----|------|----|------|----|
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
|                                                  |    |      |    |      |    |      |    |      |    |      |    |
| Enter number of new hires from City of Ypsilanti |    |      |    |      |    |      |    |      |    |      |    |
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
|                                                  |    |      |    |      |    |      |    |      |    |      |    |
| Enter number of new hires from Washtenaw County  |    |      |    |      |    |      |    |      |    |      |    |
| FT                                               | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT | FT   | PT |
|                                                  |    |      |    |      |    |      |    |      |    |      |    |

Please include the Michigan Department of Treasury form 632 Personal Property Statement

[http://cityofypsilanti.com/services/fiscal\\_services/assessing\\_division/Forms/2011%20Personal%20Property%20Statement](http://cityofypsilanti.com/services/fiscal_services/assessing_division/Forms/2011%20Personal%20Property%20Statement)

[Signature]  
Applicant Signature

CPO.  
Title

Dec. 12, 2012  
Date



Resolution No. 2013 - 094  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the public hearing on the American Broach PA personal property abatement application be officially closed.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2013 – 095  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the Minutes of June 4, 2013 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, JUNE 4, 2013  
6:00 P.M. – CLOSED SESSION  
7:00 P.M. – OPEN SESSION**

**I. CALL TO ORDER –**

The meeting was called to order at 6:05 p.m.

**II. ROLL CALL –**

|                          |                |                     |         |
|--------------------------|----------------|---------------------|---------|
| Council Member Jefferson | Present        | Council Member Robb | Present |
| Council Member Moeller   | Present        | Council Member Vogt | Present |
| Council Member Murdock   | Present        | Mayor Schreiber     | Present |
| Mayor Pro-Tem Richardson | (6:15) Present |                     |         |

Council Member Moeller moved, supported by Council Member Jefferson, to excuse the absence.

On a voice vote the motion carried and the absence was excused.

**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 Fire Chief Max Anthouard, Firefighter Ken Hobbs, and Assistant to the City Manager Ericka Savage.

**VI. AGENDA APPROVAL –**

On a voice vote the agenda was approved as submitted.

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

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

On roll call, the vote to adjourn to closed session was as follows:

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

VOTE:

Yes: 4      No: 2 (Murdock, Robb)      Absent: 1 (Richardson)      Vote: Carried

The meeting adjourned to closed session at 6:08 p.m.

Open session reconvened at 7:07 p.m.

#### **VIII. PRESENTATIONS –**

1. Proclamation honoring the Behavior Workshop of Ypsilanti's CAPS Student Tutors and Junior Computer Technicians – Mayor Schreiber
  - Mayor Schreiber invited community members to share their thanks for the student tutors and many of them stated that the students have been an incredible asset to the community and they look forward to the students continuing to work with them.
2. History/Synopsis of Medical Marijuana – John Evans
  - Mr. Evans shared multiple reports and articles that debunk many myths and negative perceptions of Medical Marijuana. He mentioned his background in lobbying and campaigning for the medical marijuana industry. He provided a background and history of marijuana in the United States.
3. Presentation - PSO Facts vs. Myths: Ken Hobbs, President City of Ypsilanti Fire Fighters; Mark Docherty, President Michigan Professional Fire Fighters Union; Monty Nye, Chair MPFFU PSO Committee
  - Mr. Docherty stated that the PSO delivery system is not a common practice and said there are only 35 state-wide and 125 nationally. He shared studies and examples from municipalities that use the PSO delivery system and mentioned the challenges they faced when switching from a traditional delivery system to the PSO delivery system. He addressed the costs associated with switching delivery systems as well as the safety concerns for the officers. He asked Council to think long and hard about this decision because it is a dangerous move.

Council Member Murdock suggested moving up the Audience Participation before the Ordinances so that anyone interested in speaking on the matter could do so before Council votes on it.

There were no objections and audience participation was moved.

#### **IX. AUDIENCE PARTICIPATION –**

Mayor Schreiber read the rules for audience participation.

1. Kenneth Harrison, 413 S. Hamilton, stated that he feels residents should be notified before medical marijuana facilities are opened in their neighborhoods. He said he thinks the City is not attracting any new businesses and Community Development needs to help market the City in a better light. He mentioned considering a merger with Ypsilanti Township.
2. Rick Thompson, of Flushing, Michigan, stated that he is a radio show host and a recognized expert on the subject of medical marijuana. He said that Council is considering an emergency moratorium where an emergency does not seem to exist. He stated that there are traditional methods of controlling the approval system, within City government, which do not require an emergency moratorium. He said the emergency moratorium bespeaks a lack of confidence, from City Council, of the Planning Commission and other City-level administrative functions. He stated that medical marijuana facilities can help visitors discover other businesses in the downtown and Depot Town areas and said this is one of many benefits to having a robust medical marijuana economy in the City. He said that it seems

irresponsible for a vocal minority to try to overturn what Council has previously supported and what the citizens have expressed they are in favor of.

3. Brian Foley, 424 Ainsworth Circle, shared statistics on the number of registered sex offenders to show that the City of Ypsilanti has a higher concentration of sex offenders than any of the nearby municipalities. He said he feels the City is experimenting with medical marijuana facilities and stated that he does not want his City to be known as the "dope capital" of the Midwest.
4. Former Fire Chief Jon Ichesco, 1218 Pearl, discussed the regional-approach to fire service that began during his tenure as Chief. He stated that, if we do nothing, we are going to fall off the cliff and an Emergency Financial Manager will be brought into the City. He said that the discussion of switching to a PSO/Hybrid public safety system has gone on long enough and it has become a stealth operation. He said it should be given to the constituents to decide the level of service they want.
5. Robert Casey, 521 Belmont, Ypsilanti Township, stated that he is concerned for the children of the community and asked Council to consider how medical marijuana facilities may impact the future of the City.
6. Susan Nicosia, 1312 Kingwood, stated that she was astounded by how few members of the community knew that discussions regarding a hybrid public safety system were going on, especially considering that when the citizens were allowed to vote on a hybrid system they overwhelmingly overturned it. She stated that she was personally against the hybrid system for many of the reasons shared during the earlier presentation.
7. Jamie Lowell, of Third Coast Compassion Center, located at 19 N. Hamilton, stated that the City of Ypsilanti has been spoken of in a positive light and used as an example for the public health and safety concerns associated with medical marijuana dispensaries. He said he understands the passion and sincerity behind the concerns, but he feels they can be lessened through community education on medical marijuana.
8. Dave Heikkinen, 131 W. Michigan, stated that he has great respect for both the Police and Fire departments and he said that the City needs to preserve their ability to provide service. He said that the downtown is thriving and he thinks people need to come down and take a look. He stated that, while many downtown businesses were initially concerned over Herbal Solutions, the medical marijuana dispensary located downtown, there have been no problems and they have been wonderful neighbors.
9. Former Mayor, Dr. Cheryl Farmer, stated that she wanted to support the Police and Fire departments as separate entities, as they are completely different occupations in terms of what they have to assess and how they have to respond. She shared information about the medical marijuana tablet, which can be prescribed to patients by a medical doctor. She said the current number of dispensaries and grow facilities operating in the City is more than enough to take care of a municipality of four square-miles. She stated that the City of Ypsilanti does not need to serve other nearby populations looking for medical marijuana.
10. Kelly Lamb, 1685 Cliffs Landing, Ypsilanti Township, stated that she supports the medical marijuana program because she knows many people who are addicted to opiates, oxycontin, heroin, and cocaine and said people were disillusioned if they didn't think people were coming to Ypsilanti for those drugs, as well. She said the focus should be on those drugs rather than medical marijuana, which does not cause crime or domestic violence, as those other substances do. She shared that she has liver cancer and said dispensaries are her doctors now, and medical marijuana is saving her life by allowing her to sleep and eat.

11. Pastor Grayson, of Messiah Temple Church in Ypsilanti, stated that the concern with the new medical marijuana facility is that it is in a residential area, whereas the other facilities in the City are located in more commercial or industrial districts.
12. Lee Tooson, 107 Middle Dr., stated that he hopes that regardless of what happens with the Police and Fire departments they will be able to keep the City safe. He addressed the new medical marijuana facility and stated that the residents living in Ward 1 are not supportive of having it in their neighborhood.
13. Pastor Garther Roberson, of Mt. Olive Baptist Church in Ypsilanti, stated that it was nice to see the City working and taking time to work on these issues. He said that the stigma of marijuana can overshadow the benefits it gives to those who are in need. He stated that the community is trying to overcome problems in Ward 1 and they don't need additional issues.
14. Ms. Tooson stated that she was in total support of the 60-day moratorium to reconsider medical marijuana regulations in the City. She said she feels it should be held to the same standard as vicodin, or any other medical drug. She stated that nothing was stopping Council from taking 60 days to take a look at the ordinance to see how they can protect students, churches, and residents.

Mayor Schreiber thanked the participants and those who came to view the presentations.

The meeting recessed at 8:50 p.m.

Open session reconvened at 8:58 p.m.

#### **X. ORDINANCES FIRST READING –**

Ordinance No. 1188

1. An emergency ordinance to impose a moratorium on the issuance of permits and licenses under Chapter 22, Medical Marijuana Dispensary/Growing Facility Licensing medical marijuana within the City of Ypsilanti for a period of 60 days. (***Tabled 5-21-13***)
  - A. Resolution No. 2013-077, determination

#### **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, City Council determines that further study of the medical marijuana ordinance, Chapter 22 of the city code is necessary, and**

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

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

**NOW THEREFORE BE IT RESOLVED that an ordinance entitled An ordinance to impose a moratorium on the issuance of permits and licenses under Chapter 22, Medical Marijuana Dispensary/Growing Facility Licensing medical marijuana within the City of Ypsilanti for a period of sixty days is adopted and given immediate effect.**

***Ordinance on file in Clerk's Office.***

OFFERED BY: Mayor Pro-Tem Richardson

SUPPORTED BY: Council Member Jefferson

Attorney Barr provided a background on medical marijuana and the laws associated with it, both at the Federal and State levels. He said the City came up with a comprehensive ordinance that regulates medical marijuana in the City of Ypsilanti, including licensing and inspections. He stated that there were several bills working their way through the State legislature that might make medical marijuana laws more clear. He said the moratorium would give staff some breathing room to investigate further and make a decision on how to proceed. He said if this was to be done through a regular ordinance it would have to be published and go through two readings, which would take more time and effort. He stated that an emergency moratorium would be a simpler way to go about this. He said this would not affect any of the currently operating facilities and explained the ways in which the City might be liable if current applicants had begun work on a property and the City decided to not allow any additional facilities.

Mayor Schreiber thanked Attorney Barr for the information provided. He asked Attorney Barr what would happen if Council were to decide to limit the number of facilities allowed in the City.

Attorney Barr answered that it would have to be done by an ordinance amendment, which would require Planning Department review, an RFL, a public notice, and two readings. He said the timeline would be about thirty days.

Mayor Schreiber asked City Planner Teresa Gillotti to give a brief review of her presentation from the last City Council meeting so audience members might have a better understanding of what was being discussed.

Ms. Gillotti stated that there were currently six dispensaries and one grow facility in the City and outlined their locations. She said that there was an application for an additional dispensary on S. Huron St. and there were two pending applications for grow facilities.

Mayor Pro-Tem Richardson stated that she was under the impression that there were no pending licenses for dispensaries and asked if applications had been taken since their last meeting.

Ms. Gillotti answered that no additional applications had been taken and explained that there was one pending dispensary application that was on hold until they submitted site plans.

Mayor Schreiber asked if Ms. Gillotti knew how many licenses were available under the current ordinance.

Ms. Gillotti answered that the estimated maximum number was 15 dispensaries and 15 grow facilities, which she now considers a high estimate. She said she now estimates approximately nine dispensaries and five grow facilities would be the maximum.

Mayor Schreiber asked for confirmation that the current ordinance does not have a cap on the number of facilities allowed.

Ms. Gillotti answered that there was no actual cap; rather it was a matter of the distance and zoning requirements that would, at some point, mean that no more facilities could fit in the City.

Council Member Robb asked what staff was recommending based on their preliminary investigation.

Ms. Gillotti stated that this was definitely a Council-driven measure. She said that if Council wanted to establish a cap on the number of facilities or consider a distance limitation from the boundary of the City, this could be revisited. She stated that staff has not asked to re-examine the ordinance at this time.

City Manager Ralph Lange stated that he considers this as a policy decision and staff will respond to the direction of Council.

Mayor Pro-Tem Richardson stated that when she and Council Member Jefferson brought this up, she was not aware of the application for the facility on S. Huron. She said it was a matter of considering if there was a

substantial population of critically ill people in the City that would validate supporting more dispensaries, beyond those that are currently operating. She stated that, otherwise, it would be a matter of serving people from outside the City, and she asked Council to consider whether or not they wanted people to come to Ypsilanti for that reason. She said this moratorium was a way to give them time to see if any progress or additional information comes down from the State about this matter. She stated that she would like to ask for a cap on the maximum number of facilities in the City.

Council Member Moeller stated that she was in agreement with Mayor Pro-Tem Richardson that there should be a cap on the number of facilities and said that she feels the residents have the right to protest having a facility in their neighborhood and near their children and families.

Council Member Jefferson stated that the bills currently moving through the legislature give the City an opportunity for an emergency moratorium on the grounds of safety and welfare concerns. He said he has seen how marijuana use leads to the use of stronger and more dangerous drugs because it draws people into those environments. He stated that the City has enough dispensaries and grow facilities for a municipality of its size. He said the saturation of these facilities will have an effect on the residents of the City. He stated that he has still heard many complaints of drug traffic in the community. He said the public peace and public welfare has been disturbed and he would like to take the time to sit down and see what they want the City to look like when it comes to medical marijuana establishments.

Council Member Robb explained the two pieces of legislation currently held up in Committees at the State level and said that they would not likely see any progress or decision on them in the near future. He stated that a 60-day moratorium to wait to hear more on this legislation would do nothing.

Mayor Pro-Tem Richardson asked if Police Chief Amy Walker would come to speak on the matter.

Chief Walker stated that complaints and calls for service were much lower than anticipated for the medical marijuana facilities. She said that, though she respects the decision of the voters, her obligation is to protect the citizens of Ypsilanti and to enforce Federal and State laws and she does not think more medical marijuana facilities is a good idea.

Mayor Pro-Tem Richardson asked for confirmation that she did not foresee any increase in calls or complaints with added dispensaries.

Chief Walker replied that she did not see the buildings or the businesses themselves increasing calls. She stated that drug use, in general, was an issue in the City. She said that she thinks that marijuana is a gateway to heavier drugs and the department has a hard time, as it is, fighting the drug problem in the community, with the staff that they have. She stated that, in her opinion, there were currently enough dispensaries in the City.

Council Member Robb stated that in 2007 the City adopted a redevelopment liquor license policy that would allow up to 25 licenses and asked Chief Walker if she would like to see 25 new bars open around town.

Chief Walker stated that she feels it is a policy decision that would be up to Council to decide.

Mayor Schreiber stated that he does not intend to vote for the moratorium tonight. He said he was very interested in hearing Attorney Barr's comments and was swayed by his comment about the liability for property rights if the moratorium passes. He stated that if Council wishes to place a cap on the maximum number of facilities, they could do so with a regular ordinance, but he does not see the public health safety and welfare issue with medical marijuana, especially considering they have already delayed the matter once, that would validate the emergency moratorium.

Council Member Vogt stated that he agrees with the Mayor's comments and said he is also concerned about the City being sued on those pending matters. He said he supports medical marijuana in appropriate circumstances and stated that he thinks it should be treated the same as anything else that is medical. He said that we do not shut down hospitals because people steal drugs from it or use them illegally on the

streets; instead we regulate and try to control the illegal use of the substances. He stated that, unfortunately, the State legislature has completely abrogated their responsibility in that area. He said he does share the concerns people have about the facilities being located in their neighborhood and the concerns over the image of the City. He said he feels the specific concern over these licenses is misdirected and the upset should be aimed at the State legislature to properly and immediately pass appropriate regulation and promote research to find non-intoxicating medical marijuana. He stated that the City's licensing is not the way to solve these problems or change what is going on in the streets. He said he thinks this is a matter of appropriately licensing a legal business through zoning and other business-related ordinances and therefore he does not support the moratorium.

Council Member Murdock stated that when they first took up this issue it was uncharted territory and said that they worked with other communities, and the Michigan Municipal League, to come up with a licensing and zoning scheme that, while not having a hard cap, limits the number of facilities that can fit within the City.

Mayor Pro-Tem Richardson stated that Council had a lot of pressure on them to get the original ordinance passed and she felt they could use the time to re-examine the details and make necessary changes. She said she personally felt that, if marijuana was to be used medicinally, it should be dispensed through a pharmacy. She stated that Council was taking direction from their legal counsel and said it was the recommendation of Attorney Barr that they address this matter with an emergency moratorium.

Council Member Moeller asked if Council could agree on a change to the emergency moratorium that would help them to pass the resolution. She suggested the moratorium apply only to locations south of Michigan Avenue, as was mentioned by a fellow Council Member earlier in the meeting.

Attorney Barr stated that it is generally not wise to make legislation during the meeting as these matters should be given time to be considered. He added that if individual areas are chosen he would like to do more research. He said his recommendation would be to not try and piecemeal the moratorium onto certain parts of the City.

Council Member Jefferson asked Attorney Barr if there was a way to clarify that any facilities already approved by the Planning Commission were exempt from this moratorium.

Attorney Barr stated that if there was a vested right or property right the City could not take it away from you without just compensation. He said the property right would accrue if the building permits and licenses had been obtained and improvements have been made to the structure.

Ms. Gillotti stated that the language could mention that the moratorium applied only to properties where there have not been any site improvements per City regulations. She provided information on the current status of the facilities with pending applications.

Council Member Jefferson stated that he wanted to amend the current ordinance to include zoning restrictions for locations within 1,000 ft. of public or private elementary or secondary schools, community colleges, universities, playgrounds, churches and other religious organizations, child care centers, public swimming pools, and video arcades.

Council Member Robb asked Ms. Gillotti if that type of amendment could be brought directly before Council or if it would need to go before the Planning Commission.

Ms. Gillotti answered that it would have to go through the Planning Commission first and stated that the Planning Commission would make a recommendation to Council. She mentioned that there would be public hearings at both the Planning Commission and City Council meetings, both of which would require public notices, and said it may take longer than the 60-day moratorium lasted.

Council Member Jefferson stated that it was his understanding that the 60-day moratorium could be extended.

Attorney Barr confirmed that it was possible to do so.

Council Member Murdock stated that when he hears Mayor Pro-Tem Richardson and Council Member Jefferson speak of the moratorium it sounds as if they want a prohibition, which would be the case if we required people to go through a pharmacy or be more than 1,000 ft. from everything in the City. He said that he is not in support of a prohibition or a ban on these facilities.

Mayor Pro-Tem Richardson stated that prohibition would mean banning all medical marijuana facilities and said she is fine with keeping the currently established facilities as is. She said she doesn't quite understand why people are opposed to this ordinance as it is written.

Mayor Schreiber stated that he does not think it rises to the level of public peace, safety and welfare and said he is concerned about the liability. He stated that there was a lot of time spent on this when they first passed the ordinance and said he does not want to go back and do it all over again when there are other issues in the City.

On roll call, the vote to approve Resolution No. 2013-077 was as follows:

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

VOTE:

Yes:3 No: 3 (Robb, Schreiber, Vogt) Abstain: 1 (Murdock) Absent: 0 Vote: Failed

Ordinance No. 1189

1. An ordinance to amend Budget Appropriations by Department and Major Organizational Unit for 2012-2013 and 2013-2014 Fiscal Years.

A. Resolution No. 2013-081A determination.

**AMEND 2012-2013 & 2013-2014  
FISCAL YEARS OPERATING BUDGET**

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2012-2013 and 2013-2014", be approved on First Reading.**

|                   |      | AMENDED<br>FY 2012-<br>2013 | AMENDED<br>FY 2012-<br>2013 | AMENDED<br>FY 2013-<br>2014 | AMENDED<br>FY 2013-<br>2014 |
|-------------------|------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Description       | Fund | Revenue                     | Expenditures                | Revenue                     | Expenditures                |
| General Fund      | 101  | 13,252,790                  | 13,252,790                  | 14,165,804                  | 14,165,804                  |
| Major Street Fund | 202  | 1,744,930                   | 1,744,930                   | 1,227,296                   | 1,227,296                   |
| Local Street Fund | 203  | 462,349                     | 446,468                     | 496,595                     | 496,595                     |

| Fund                                                      |            |                   |                   |                   |                   |
|-----------------------------------------------------------|------------|-------------------|-------------------|-------------------|-------------------|
| Police Special Revenue Fund                               | 265        | 247,931           | 247,931           | 249,540           | 249,540           |
| Depot Town DDA Fund                                       | 275        | 174,606           | 174,606           | 160,052           | 160,052           |
| 2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M | 303        | 710,977           | 690,225           | 701,160           | 687,725           |
| 2002 General Obligation Capital Imp. Debt Fund \$400,000  | 316        | 38,105            | 38,105            | 36,890            | 36,890            |
| 2003 General Obligation Unlimited Tax Debt Fund \$8.465 M | 341        | 749,098           | 741,405           |                   |                   |
| 2012 UTGO Refunding Bond                                  | 342        | 4,247,721         | 4,158,616         | 677,379           | 663,839           |
| 2002B Water & Sewer Debt Fund \$485,000 DWRF              | 364        | 32,094            | 32,094            | 31,447            | 31,447            |
| 2001 Water & Sewer Debt Fund \$4 M                        | 365        | 116,705           | 116,705           | 128,040           | 128,040           |
| 2002A Water & Sewer Bonds Debt Fund \$5 M                 | 366        | 154,381           | 154,381           | 169,179           | 169,179           |
| 2002C Water Supply & Sewage Disposal Revenue \$8.66 M     | 367        | 435,215           | 435,215           | 438,407           | 438,407           |
| 2003A Water Supply & Sewage Fund \$4.8 M                  | 368        | 573,785           | 573,785           | 543,561           | 543,561           |
| Land Revolving Fund                                       | 412        | 65,095            | 64,395            | 690               | -                 |
| Downtown Development Authority Fund                       | 413        | 414,970           | 414,970           | 409,661           | 409,661           |
| Capital Improvement Fund                                  | 414        | 241,237           | 239,437           | 965,311           | 963,811           |
| Economic Development Corporation Fund                     | 415        | 1,460             | 1,460             | 998               | 998               |
| 2003D Water Supply & Sewage Const. Fund \$5.3 M DWRF      | 469        | 342,163           | 342,163           | 340,525           | 340,525           |
| 2003B Water Supply & Sewage Construction Fund \$1.5 M     | 470        | 90,260            | 90,260            | 93,725            | 93,725            |
| 2003C Water Supply & Sewage \$785,000 DWRF                | 471        | 52,959            | 52,959            | 51,934            | 51,934            |
| 2004A Water & Sewer Revenue \$2.7 M                       | 472        | 164,745           | 164,745           | 162,212           | 162,212           |
| 2004A DDA Construction Fund \$995,000                     | 473        | 83,013            | 82,973            | 81,103            | 81,073            |
| 2004B Water Supply & Sew \$6.33M DWRF                     | 474        | 394,580           | 394,580           | 392,931           | 392,931           |
| 2006 GO LTD Taxable Capital Refunding \$15.74 M           | 477        | 1,308,618         | 1,308,618         | 1,341,778         | 1,341,778         |
| 2006 Water Supply & Sewage Refunding \$9.85 M             | 478        | 421,025           | 421,025           | 420,056           | 420,056           |
| 2007 W & S Revenue DWRF \$375,000                         | 479        | 20,232            | 20,232            | 19,913            | 19,913            |
| 2008 W & S DISP. REV \$435,000                            | 480        | 29,231            | 29,231            | 28,731            | 28,731            |
| 2009 W & S Bonds 7249-01 \$260,000                        | 481        | 8,163             | 8,163             | 8,038             | 8,038             |
| 2012 W & S Factory Pump Station                           | 482        | 1,557,126         | 1,553,135         | 1,407,889         | 1,407,889         |
| Sidewalk Improvement Fund                                 | 495        | 111,397           | 111,397           | 113,618           | 113,618           |
| Public Transit                                            | 588        | 308,884           | 308,884           | 274,812           | 274,812           |
| Motorpool Fund                                            | 641        | 1,557,137         | 1,557,137         | 1,520,160         | 1,520,160         |
| Workers Compensation Fund                                 | 677        | 200,770           | 200,770           | 260,316           | 260,316           |
| Fire and Police Pension Fund                              | 732        | 4,572,218         | 4,021,832         | 4,139,891         | 4,139,891         |
| Retiree Health Care Fund                                  | 736        | 1,286,199         | 1,286,199         | 1,554,775         | 1,469,970         |
| <b>Totals</b>                                             | <b>All</b> | <b>37,280,904</b> | <b>36,589,567</b> | <b>34,361,579</b> | <b>34,246,717</b> |

**Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.**

***Ordinance on file in Clerk's office.***

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

City Manager Ralph Lange provided an overview.

Summary & Background: Pursuant to the City Charter, the amended budgets for FY 2012-2013 and FY 2013-2014 that were presented to City Council in on April 30, 2013. City Council held three budget work sessions in May 2013 to examine the budget in detail with Department Directors and Staff.

Staff made the following modifications for the amended FY 2012-2013 based on the data available after the budget had been presented to City Council:

- General Fund (101) Expenditures:
  - City Clerk Professional Development Account # 101-7-2150-864-02 - increase account from \$300 to \$1,000.
- Downtown Development Authority (413) Expenditures:
  - TIF Project Account # 413-7-7231-820-00 - increase MNRTF Heritage Bridge Contribution from \$0 to \$12,500 for the 50% of the \$25,000 DDA share.

Staff made the following modifications for the amended FY 2013-2014 based on the data available after the budget had been presented to City Council:

- General Fund (101) Expenditures:
  - Contribution to Public Transit Account # 101-7-9670-999-25 - decrease from \$46,243 to \$0.
- Depot Town DDA (275) Expenditures:
  - TIF Projects West Cross account # 275-7-7271-820-00 – increase for bike racks \$900 and 14% of \$20,000 for the public transit millage shortfall of \$2,800 for AATA Grant.
  - TIF Projects East Cross Account # 275-7-7291-974-01 – increase TIF development plan renewal for \$20,000, bike racks \$900, and 16% of \$20,000 for the public transit millage shortfall of \$3,200 for AATA Grant.
- Downtown Development Authority (413) Expenditures:
  - TIF Project Account # 413-7-7231-820-00 - increase MNRTF Heritage Bridge Contribution from \$0 to \$12,500 for the second half of the \$25,000 DDA share, bike racks of \$900, and 70% of \$20,000 for the public transit millage shortfall of \$14,000 for AATA Grant.
  - Waste Management Account # 413-7-7231-820-03 – increase by \$2,000 from \$15,900 to \$17,900.

According to the City Charter, City Council must adopt the general fund and special revenue funds budgets by resolution and ordinance. Hence, an ordinance and a resolution are proposed for your approval to amend the FY 2012-13 and FY 2013-14 budgets. City Council must also adopt a tax levy ordinance, which sets the millage rate for Fiscal Year 2013-2014 at 36.4947 mills.

Recommended Action: It is recommended that City Council approves the amended budgets for FY 2012-2013 and FY 2013-2014, and the proposed millage rate for FY 2013-2014 with the budget amendments as attached.

Council Member Moeller asked if the hiring of public safety officers was in this budget.

Mr. Lange replied that the capacity to have PSOs is negotiated in the current POAM contract that was approved by Council. He said the implementation of that would depend on the negotiations with the Fire Department. He stated that budget reflects the capacity for those positions.

B. Open the public hearing.

Mayor Schreiber read the rules for audience participation.

There was no audience participation.

C. Resolution No. 2013-082, close public hearing.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the Public Hearing to consider an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years "2012 – 2013 and 2013 - 2014", be officially closed.**

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

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

**Council Member Murdock moved, supported by Council Member Robb, to amend the FY 2012-2013 Budget to reallocate \$100,000 from S. Grove Rd. Paving to N. Prospect St. Design Engineering.**

Mr. Lange stated that it was a wise management move to have project designs ready to go in order to take advantage of any extra funds that may come available at the end of the year.

On roll call, the vote to approve the motion to amend the FY 2012-2013 Budget to reallocate \$100,000 from S. Grove Rd. Paving to N Prospect St Design Engineering was as follows:

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

VOTE:

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

**Council Member Murdock moved, supported by Council Member Robb, to amend the FY 2013-2014 Budget to reinstate the Downtown Development Area police officer (\$40,864).**

Council Member Murdock stated that the DDA is supportive of this and has it in their budget to cover the other 50% of the funding for the officer, per previous agreements.

Mayor Schreiber stated that he would not be supporting this because the DDA does not have a parking systems generating revenue they are also cash strapped.

Council Member Robb asked how to guarantee the DDA officer is not used in the case of an emergency elsewhere in the City.

Mr. Lange answered that they would be dedicated to DDA patrol, except in cases of emergencies.

Chief Walker stated that the DDA officer has been very successful in community policing and providing a presence in the downtown, Depot Town and Cross St. areas.

Mayor Schreiber asked how the Police Department would implement this.

Chief Walker stated that they would have to get people on board to fill positions and allow people to sign up for the position. She said that there are currently three officers on road patrol per shift and this would add a fourth officer dedicated to the DDA post.

Council Member Murdock clarified that this would take some time and would not begin immediately on July 1<sup>st</sup>; therefore some of the cost may be lower for the year.

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to reinstate the Downtown Development Area police officer (\$40,864) was as follows:

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

VOTE:

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

**Council Member Murdock moved, supported by Council Member Vogt, to amend the FY 2013-2014 Budget to install playground equipment at Candy Cane Park and Charles Street Lot (\$6,000).**

Mayor Pro-Tem Richardson proposed a friendly amendment to include the Carrie Mattingly Tot Lot.

Director of Public Services Stan Kirton and Mr. Lange explained that the budget itself does contain funds for maintenance of the parks and their equipment and this amendment was asking to add additional funds for Candy Cane Park and the Charles Street Lot.

Mayor Pro-Tem Richardson agreed that it was ok to use some of the money in the original budget towards equipment at the Carrie Mattingly Tot Lot and the amendment could be reserved for Candy Cane Park and the Charles Street Tot Lot.

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to install playground equipment at Candy Cane Park and Charles Street Lot (\$6,000) was as follows:

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

VOTE:

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

**Council Member Murdock moved, supported by Council Member Moeller, to amend the FY 2013-2014 Budget to become a "Parkridge Partner" of Parkridge Community Center (\$2,740).**

Mayor Schreiber stated that he wants to know what Council would do for the Senior Citizen Center, as they do a wonderful job in the community as well.

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to become a "Parkridge Partner" of Parkridge Community Center (\$2,740) was as follows:

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

VOTE:

Yes: 5                      No: 2 (Schreiber, Vogt)                      Absent: 0                      Vote: Carried

**Council Member Murdock moved, supported by Mayor Pro-Tem Richardson, to amend the FY 2013-2014 Budget to contribute to the Washtenaw Health Initiative (\$1,000).**

Council Member Moeller proposed a friendly amendment to increase the contribution to \$5,000. She stated that the City of Ann Arbor contributed \$10,000 and she felt the City of Ypsilanti should contribute more than \$1,000.

Council Member Murdock stated that the Health Initiative only asked us for \$1,000 last year and, as far as he knows, has not asked for any funds for this year.

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to contribute to the Washtenaw Health Initiative (\$1,000) was as follows:

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

VOTE:

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

**Council Member Murdock moved, supported by Council Member Robb, to amend the FY 2013-2014 Budget to allocate funds for improvements to the Electrical System in Riverside Park (\$5,000).**

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to allocate funds for improvements to the Electrical System in Riverside Park (\$5,000) was as follows:

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

VOTE:

Yes: 4      No: 3 (Moeller, Richardson, Schreiber)      Absent: 0      Vote: Carried

**Council Member Murdock moved, supported by Council Member Robb, to amend the FY 2013-2014 Budget to reduce General Fund transfer to Public Transit (AATA) (-\$46,243).**

Council Member Murdock clarified that this does not change the Administrative Budget, as staff already included this recommendation; it is just a formal motion to show that Council supports the amendment.

On roll call, the vote to approve the motion to amend the FY 2013-2014 Budget to reduce General Fund transfer to Public Transit (AATA) (-\$46,243) was as follows:

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

VOTE:

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

Mayor Schreiber asked that the record show that his "No" vote was only because staff had already taken the recommendation and amended the budget.

**Council Member Murdock moved, supported by Council Member Vogt, to make a Fund Balance Designation in the General Fund committing a portion of the fund balance for future Water Street debt payments.**

Council Member Murdock stated he would like to see the fund balance committed to the repayment of Water Street debt rather than leaving it uncommitted so that it doesn't distort the balance sheet and make it appear as if we have excess funds.

Mayor Pro-Tem Richardson moved, supported by Council Member Jefferson, to extend the meeting to midnight.

On a voice vote the motion carried and the meeting was extended.

On roll call, the vote to approve the motion to make a Fund Balance Designation in the General Fund committing a Portion of Fund Balance for Future Water Street debt payments was as follows:

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

VOTE:

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

Council Member Murdock recommended an amendment to make a Fund Balance Designation in the General Fund for Peninsular Dam Inspection and Repair (\$100,000).

Fiscal Services Director Marilou Uy stated that the budget already contained this fund balance designation.

**Council Member Murdock moved, supported by Council Member Robb, to make a Fund Balance Designation in the Motor Pool Fund restricting \$2.5 million of the balance to future vehicle and equipment replacement.**

Council Member Murdock stated that this would not impact the budget in FY 2012 -13 or FY 2013-14, but would stop the subsidy of other funds in FY 2014-15 and reduce our available cash for equipment and vehicle purchases by 60% of what was projected to be needed. He said that this would give \$1.8 million of replacement funds and assets to find in the next year, which will hopefully be addressed in the audit that is currently being done.

On roll call, the vote to approve the motion to make a Fund Balance Designation in the Motor Pool Fund restricting \$2.5 million of the balance to future vehicle and equipment replacement was as follows:

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

VOTE:

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

Ms. Uy outlined the changes that had been made to the budget.

**Mayor Pro-Tem Richardson moved, supported by Council Member Vogt, to approve the amendments to the budget outlined by Ms. Uy.**

On roll call, the vote to approve the amendments to the budget outlined by Ms. Uy was as follows:

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

VOTE:

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

On roll call, the vote to approve Resolution No. 2013-081A, approving Ordinance No. 1189, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years "2012 – 2013 and 2013 - 2014", as amended, was as follows:

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

VOTE:

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

Ordinance No. 1190

3. An ordinance entitled "2013-2014 Tax Levy Ordinance".

- A. Resolution No. 2013-083 determination.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the proposed ordinance entitled "2013-2014 Tax Levy Ordinance", be approved on First Reading.**

***Ordinance on file in Clerk's office.***

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

- B. Open the public hearing.

There was no audience participation.

- C. Resolution No. 2013-084, close public hearing.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the Public Hearing to consider an ordinance entitled "2013-2014 Tax Levy Ordinance", be officially closed.**

OFFERED BY: Council Member Robb  
SUPPORTED BY: Council Member Vogt

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

On roll call, the vote to approve Resolution No. 2013-083, approving Ordinance No. 1190, "2013-2014 Tax Levy Ordinance", was as follows:

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

**VOTE:**

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

Mr. Lange asked if the DTE resolution could be moved up because there was a representative from the company present and he did not want to have him wait any longer.

There were no objections and Resolution No. 2013-091 was moved.

1. Resolution No. 2013-091, approving contract with DTE for LED streetlight conversions.

**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 convert 301 Mercury Vapor light fixtures and 199 High Pressure Sodium light fixtures to 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 301 Mercury Vapor light fixtures and 199 High Pressure Sodium light fixtures with the LED light fixtures in accord with the information provided in the Request for Legislation and Attachment A, Phase 3 conversion of 500 lights.**

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

Mr. Lange provided an overview.

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, 294 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, in order to save on energy costs. Accordingly, the purpose of this RFL is to approve the conversion of an additional 500 streetlights to LED.

City staff has been in regular communications with Jeff LeBrun and Tim Miller, both with 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 500 streetlights to LED.

|                                               |                              |
|-----------------------------------------------|------------------------------|
| Estimated cost to convert 500 lights to LED:  | \$269,434.14                 |
| DTE Energy Rebate:                            | <u>\$31,911.00</u>           |
| <b>Net cost to convert 500 lights to LED:</b> | <b>\$237,523.14</b>          |
| Current energy cost for 500 streetlights:     | \$154,782.12 annually        |
| Estimated energy cost after LED conversion:   | <u>\$110,381.30 annually</u> |
| <b>Net savings to City:</b>                   | <b>\$44, 400.82 annually</b> |
| Return on investment (ROI):                   | Approximately 5.34 years.    |

**Breakdown of 500 lights to be converted by DTE Energy:**

301 Mercury Vapor Lights

- 276 – 175 Watt Mercury Vapor to 67 Watt LED
- 18 – 250 Watt Mercury Vapor to 131 Watt LED
- 7 – 400 Watt Mercury Vapor to 135 Watt LED

199 High Pressure Sodium Lights

- 177 – 250 Watt High Pressure Sodium to 135 Watt LED
- 22 – 400 Watt High Pressure Sodium to 280 Watt LED

**FY 2013-2014 Budget Implications:** The proposed FY 2013-2014 budget includes \$255,000 for the LED streetlight conversions. If approved, this program will eliminate all Mercury Vapor streetlights in the City and some High Pressure Sodium Lights, resulting in a substantial decrease in energy costs.

**RECOMMENDED ACTION:** City Council approves the proposed agreement with DTE Energy to eliminate all remaining Mercury Vapor lights and some High Pressure Sodium lights, replacing them with energy efficient LED lights.

Mr. Lange invited Mr. Miller, of DTE, to speak to Council.

Mr. Miller stated that there has been a lot of work to get to this point and he is pleased with the progress they have made. He further explained the project plans and timeline.

Council Member Robb asked why there was a difference between lumens for the different light replacements.

Mr. Miller stated that is because they are trying to compare mercury vapor to LED. He said LED stays more consistent than mercury vapor, which, over time, loses more output. He stated that he could provide Council with more detailed information on the loss percentages on a year-by-year basis. He continued by explaining further benefits of LED lights over other types of lighting. He said he is happy to be a part of the project and appreciated the opportunity to participate.

On roll call, the vote to approve Resolution No. 2013-091 was as follows:

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

VOTE:

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

Mayor Schreiber asked for a motion to extend the meeting.

Mayor Pro-Tem Richardson moved, supported by Council Member Vogt, to extend the meeting to 12:30 p.m.

On a voice vote the motion carried and the meeting was extended.

#### **XI. MINUTES –**

Resolution No. 2013-085, approving minutes of May 14 and May 21, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the Minutes of May 14 and May 21, 2013 be approved.**

OFFERED BY: Council Member Moeller

SUPPORTED BY: Council Member Vogt

On a voice vote the motion carried unanimously. The minutes were approved as submitted.

#### **XII. CONSENT AGENDA –**

Resolution No. 2013-086

1. Resolution No. 2013-087, approving appointments to Boards and Commissions.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

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

| <b><u>NAME</u></b>                                                                    | <b><u>BOARD</u></b>          | <b><u>TERM TO EXPIRE</u></b> |
|---------------------------------------------------------------------------------------|------------------------------|------------------------------|
| <b>Leigh Greden (reappointment)<br/>EMU -- 207 Welch Hall<br/>Ypsilanti, MI 48197</b> | <b>YDDA</b>                  | <b>7/7/2017</b>              |
| <b>Bob Krzewinski (reappointment)<br/>706 Dwight<br/>Ypsilanti, MI 48198</b>          | <b>Recreation Commission</b> | <b>6/19/2016</b>             |

2. Resolution No. 2013-088, authorizing City Clerk to apply for MDOT annual permit and authorizing persons to apply for MDOT activity permits.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, the City has regulated persons, firms and corporations who sell or offer for sale or display or attempt to display for sale goods, wares, produce, fruit, vegetables or merchandise upon any public street or state trunk line in the City pursuant to Ypsilanti City Code Chapter 94-191;**

**WHEREAS, the City also allows annual parades and special events on public streets and state trunk lines; and**

**WHEREAS, said state trunk line highways within the city are under the jurisdiction of the Michigan Department of Transportation (hereinafter referred to as "MDOT"); and**

**WHEREAS, Public Act 1 of 2005 requires that certain businesses must receive a permit from MDOT to conduct such activities within the right-of-way of any state trunk line; and**

**WHEREAS, MDOT requires under the Act that the City pass a Resolution authorizing the activities described above and that MDOT may require the City to enforce compliance with the MDOT permit.**

**RESOLVED, that the City of Ypsilanti authorizes the City Clerk to apply for the MDOT activity annual permit on behalf of the City of Ypsilanti and authorizes Public Services Director Stan Kirton, City Clerk Frances McMullan, Events Coordinator Amanda Holsinger and Planning Assistant Bonnie Wessler to make application to MDOT for approval of activities and permits.**

**BE IT FURTHER RESOLVED, that the authorization, set forth above, shall remain in force and effect so long as the permitted activities do not create an unsafe situation and do not interfere with the transportation along any state trunk line highway in the City of Ypsilanti pursuant to Public Act 1 of 2005.**

3. Resolution No. 2013-089, supporting HB 4742, a bill to repeal PA 297 of 2011 that prohibits Public Employers from providing medical benefits to domestic partners.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the Ypsilanti City Council supports HB 4742, a bill to repeal PA 297 of 2011 that prohibits Public Employers from providing medical benefits to domestic partners.**

OFFERED BY: Council Member Vogt  
SUPPORTED BY: Council Member

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

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

Resolution No. 2013-090, approving MDOT Contract for Grove Reconstruction.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, Federal Surface Transportation Program - Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for improvements to Grove Road between the I=94 Overpass and Emerick Street in the year 2013 construction season; 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. 13-5223; 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: Mayor Pro-Tem Richardson  
SUPPORTED BY: Council Member Vogt

On roll call, the vote to approve Resolution No. 2013-090 was as follows:

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

VOTE:

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

**XIV. LIASON REPORTS –**

A. SEMCOG Update:

- Mayor Pro-Tem Richardson stated that there is a General Assembly on June 20<sup>th</sup>.

B. Washtenaw Area Transportation Study: None

C. Washtenaw Metro Alliance: None

D. Urban Counties: None

E. Freight House: None

**XV. COUNCIL PROPOSED BUSINESS –**

Council Member Robb:

- Stated that only two evaluations for the City Clerk had been turned in, though the due date was May 24<sup>th</sup>. He asked that Council submit them by Thursday.

Council Member Vogt:

- Asked staff to take a look at a dead tree on Washtenaw, 100 feet east of Cornell, on the south side of the street, near the Baptist church as it looks like it could fall on passersby.

Council Member Jefferson:

- Stated that there was an overgrown bush on the corner of Kramer and S. Huron obstructing traffic visibility for those trying to turn onto the roadway.

**XVI. COMMUNICATIONS FROM THE MAYOR –**

Mayor Schreiber stated that the Ann Arbor City Council unanimously approved the amended Articles of Incorporation for the Ann Arbor Transportation Authority that would allow Ypsilanti to be a member of the Board. He said that he would like to propose a resolution showing Council's support for the amendment as well.

Mayor Schreiber also stated that his wife had received an email from a friend who was vacationing in Turkey about City Council abstaining and he said that it is now not only national news, but also international news.

**XVII. COMMUNICATIONS FROM THE CITY MANAGER –**

1. Announced that the DNR and DEQ permits for the new version of the Rutherford Pool have been approved and the money has been received.
2. Stated that the OHM contract is moving forward.
3. Stated that staff was working hard to resolve problems with the Cross St. project and hopes to have them addressed by the end of the month.

**XVIII. AUDIENCE PARTICIPATION –**

None

**XIX. REMARKS FROM THE MAYOR –**

None

Mayor Schreiber stated that he did not think they would have any more public business to conduct after the closed session and asked that Council vote to adjourn the meeting after voting to move to a closed session.

**XX. CLOSED SESSION –**

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

On roll call, the vote to move to closed session was as follows:

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

VOTE:

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

**XXI. ADJOURNMENT –**

Resolution No. 2013-092, 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 12:06 p.m.



Resolution No. 2013 – 096  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI,**

That the following items be approved:

1. Resolution No. 2013-097 approving MDOT permit resolution.
2. Resolution No. 2013-098, authorizing Scott Rohraff to purchase 3 years of credited service from the Michigan Employees' Retirement System (MERS).
3. Resolution No. 2013-100, approving Ordinance No. 1189 to amend Budget Appropriations by Department and Major Organizational Unit for 2012-2013 and 2013-2014 Fiscal Years. **(Second Reading)**
4. Resolution No. 2013-101, approving Amendment # 2 of the Articles of Incorporation of the Ann Arbor Transportation Authority (AATA).
5. Resolution No. 2013-102, approving the MERS Health Care Savings Program Participation Agreement.
6. Resolution No. 2013-103, approving Rutherford Pool construction contract.
7. Resolution No. 2013-107, authorizing City Treasurer to levy and assess special assessments on the July 2013 tax roll.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:

## PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

*This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."*

RESOLVED WHEREAS, the \_\_\_\_\_  
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

| Name  | and/or | Title |
|-------|--------|-------|
| _____ |        | _____ |
| _____ |        | _____ |
| _____ |        | _____ |
| _____ |        | _____ |
| _____ |        | _____ |

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_  
(Name of Board, etc)

of the \_\_\_\_\_ of \_\_\_\_\_  
(Name of GOVERNMENTAL AGENCY) (County)

at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ day of

20\_\_\_\_ A.D.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_



REQUEST FOR LEGISLATION  
June 18, 2013

TO: Mayor and Council

FROM: Ralph A. Lange, City Manager

SUBJECT: Authorization to purchase Additional Credited Service from MERS

Summary:

The Municipal Employees' Retirement System of Michigan (MERS) allows members to purchase additional credited service at the employees own expense. A City of Ypsilanti Department of Public Services employee, Scott Rohraff, has requested to purchase 3 years of additional credited service to the pension plan of MERS. According to MERS calculations, Mr. Rohraff would be responsible for making a direct payment to them in the amount of \$17,585.00 from his own personal funds.

Recommendation: Approval

Council Agenda Date: June 18, 2013 Council Agenda Item No. \_\_\_\_\_

City Manager Approval: \_\_\_\_\_

City Manager Comments:

Finance Director Approval: \_\_\_\_\_



Resolution No. 2013-098  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, City Council of the City of Ypsilanti deems it to be in the best interest of its employees to allow them to purchase additional credited service from the Michigan Employees' Retirement System of Michigan; and

WHEREAS, the City Council acknowledges and does hereby declare the intention of Scott Rohraff, a Department of Public Services employee to purchase 3 years of credited service in the amount of \$17,585.00 at his own expense; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes Scott Rohraff to purchase from the Michigan Employees' Retirement System, 3 years of credited service in the amount of \$17,585.00.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



**REQUEST FOR LEGISLATION**  
**June 18, 2013**

**From:** Ralph A. Lange, City Manager  
**Subject:** Budget adjustments for FY 2012-13 and FY 2013-14

On June 4, 2013, Council approved several amendments in the various funds for the FY 2012-2013 and 2013-2014 budgets.

**General Fund**

The total amendment for FY 2012-2013 was \$100,700 for additional appropriation from fund balance. This consists of \$100,000 contribution to Major St for North Prospect and \$700 Clerk's office professional development.

The total amendment for FY 2013-2014 was a \$14,533 reduction in the appropriation from fund balance. This consists of eliminating the contribution of \$46,243 to the Public Transit Fund, \$58,056 wages and fringes for one additional officer, \$41,086 for revenues from DDA for the 50% of the cost of one officer, \$6,000 for playground equipment at Candy Cane, Charles St Tot Lot, and Mattingly Tot Lot, \$1,000 contribution to Washtenaw Health Initiative, \$5,000 for Riverside Park Electrical upgrade, \$2,740 additional contribution to Parkridge Community Center to become a partner, \$18,785 for Washtenaw County/CDBG Parkridge Equipment revenue, and \$18,785 for Washtenaw County/CDBG Parkridge Equipment expenses.

Please see attached spreadsheets for Major Streets, Depot Town DDA, DDA, DDA Construction, Public Transit, Land Revolving, and various Water Street Funds showing the amendments. Also attached spreadsheets of Major Funds fund balances under GASB 54 with Council approved fund balance designations.

Recommended Action: It is recommended that City Council Approved the amended budgets for FY 2012-2013 and FY 2013-2014, and the proposed millage rate for FY 2013-2014 with budget amendments as attached.

Attachment: Budget amendments pages 1 to 13 and Major Funds fund balances under GASB 54 Pages 1 to 6.

CITY MANAGER APPROVAL: \_\_\_\_\_

COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2013 -100  
June 18, 2013

AMEND 2012-2013 & 2013-2014  
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2012-2013 and 2013-2014", be approved on Second and Final Reading.

|                                                           |      | AMENDED<br>FY 2012-<br>2013 | AMENDED<br>FY 2012-<br>2013 | AMENDED<br>FY 2013-<br>2014 | AMENDED<br>FY 2013-<br>2014 |
|-----------------------------------------------------------|------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Description                                               | Fund | Revenue                     | Expenditures                | Revenue                     | Expenditures                |
| General Fund                                              | 101  | 13,352,790                  | 13,352,790                  | 14,257,385                  | 14,257,385                  |
| Major Street Fund                                         | 202  | 1,744,930                   | 1,744,930                   | 1,327,296                   | 1,327,296                   |
| Local Street Fund                                         | 203  | 462,349                     | 446,468                     | 496,595                     | 496,595                     |
| Street Lighting Fund                                      | 219  | -                           | -                           | 740,000                     | 740,000                     |
| Garbage & Rubbish Collection Fund                         | 226  | 1,096,190                   | 1,096,190                   | 990,317                     | 990,317                     |
| Community Development Block Grant Fund                    | 252  | 12,545                      | 11,556                      | 16,845                      | 15,983                      |
| Police Special Revenue Fund                               | 265  | 247,931                     | 247,931                     | 249,540                     | 249,540                     |
| Depot Town DDA Fund                                       | 275  | 174,606                     | 174,606                     | 160,052                     | 160,052                     |
| 2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M | 303  | 710,977                     | 690,225                     | 701,160                     | 687,725                     |
| 2002 General Obligation Capital Imp. Debt Fund \$400,000  | 316  | 38,105                      | 38,105                      | 36,890                      | 36,890                      |
| 2003 General Obligation Unlimited Tax Debt Fund \$8.465 M | 341  | 749,098                     | 741,405                     |                             |                             |
| 2012 UTGO Refunding Bond                                  | 342  | 4,247,721                   | 4,158,616                   | 677,379                     | 663,839                     |
| 2002B Water & Sewer Debt Fund \$485,000 DWRF              | 364  | 32,094                      | 32,094                      | 31,447                      | 31,447                      |
| 2001 Water & Sewer Debt Fund \$4 M                        | 365  | 116,705                     | 116,705                     | 128,040                     | 128,040                     |
| 2002A Water & Sewer Bonds Debt Fund \$5 M                 | 366  | 154,381                     | 154,381                     | 169,179                     | 169,179                     |
| 2002C Water Supply & Sewage Disposal Revenue \$8.66 M     | 367  | 435,215                     | 435,215                     | 438,407                     | 438,407                     |
| 2003A Water Supply & Sew. Fund \$4.8                      | 368  | 573,785                     | 573,785                     | 543,561                     | 543,561                     |
| 2002 GO Taxable Capital Imp Bonds 4M                      | 401  | 44,520                      | 44,520                      |                             |                             |
| 2003 GO Taxable Capital Improvement Bonds \$2M            | 402  | 84,445                      | 84,445                      |                             |                             |
| 2003B GO Taxable Capital Improvement Bonds \$4.4M         | 403  | 1,560,116                   | 1,560,116                   |                             |                             |
| Land Revolving Fund                                       | 412  | 1,966,343                   | 1,965,643                   | 14,860                      | 14,170                      |

|                                                       |            |                   |                   |                   |                   |
|-------------------------------------------------------|------------|-------------------|-------------------|-------------------|-------------------|
| Downtown Development Authority Fund                   | 413        | 402,470           | 402,470           | 408,310           | 408,310           |
| Capital Improvement Fund                              | 414        | 241,237           | 239,437           | 965,311           | 963,811           |
| Economic Development Corporation Fund                 | 415        | 1,460             | 1,460             | 998               | 998               |
| 2003D Water Supply & Sewage Const. Fund \$5.3 M DWRF  | 469        | 342,163           | 342,163           | 340,525           | 340,525           |
| 2003B Water Supply & Sewage Construction Fund \$1.5 M | 470        | 90,260            | 90,260            | 93,725            | 93,725            |
| 2003C Water Supply & Sewage \$785,000 DWRF            | 471        | 52,959            | 52,959            | 51,934            | 51,934            |
| 2004A Water & Sewer Revenue \$2.7 M                   | 472        | 164,745           | 164,745           | 162,212           | 162,212           |
| 2004A DDA Construction Fund \$995,000                 | 473        | 98,013            | 97,973            | 82,454            | 82,424            |
| 2004B Water Supply & Sew \$6.33M DWRF                 | 474        | 394,580           | 394,580           | 392,931           | 392,931           |
| 2004A GO LTD Capital Improvement Refunding \$4.68M    | 475        | 80,416            | 80,416            |                   |                   |
| 2004B GO LTD Capital Improvement Refunding \$2.2M     | 475        | 931,111           | 931,111           |                   |                   |
| 2006 GO LTD Taxable Capital Refunding \$15.74 M       | 477        | 3,900,611         | 1,308,618         | 1,341,778         | 1,341,778         |
| 2006 Water Supply & Sewage Refunding \$9.85 M         | 478        | 421,025           | 421,025           | 420,056           | 420,056           |
| 2007 W & S Revenue DWRF \$375,000                     | 479        | 20,232            | 20,232            | 19,913            | 19,913            |
| 2008 W & S DISP. REV \$435,000                        | 480        | 29,231            | 29,231            | 28,731            | 28,731            |
| 2009 W & S Bonds 7249-01 \$260,000                    | 481        | 8,163             | 8,163             | 8,038             | 8,038             |
| 2012 W & S Factory Pump Station                       | 482        | 1,557,126         | 1,553,135         | 1,407,889         | 1,407,889         |
| Sidewalk Improvement Fund                             | 495        | 111,397           | 111,397           | 113,618           | 113,618           |
| Public Transit                                        | 588        | 308,884           | 308,884           | 274,812           | 274,812           |
| Motorpool Fund                                        | 641        | 1,557,137         | 1,557,137         | 1,520,160         | 1,520,160         |
| Workers Compensation Fund                             | 677        | 200,770           | 200,770           | 260,316           | 260,316           |
| Fire and Police Pension Fund                          | 732        | 4,572,218         | 4,021,832         | 4,139,891         | 4,139,891         |
| Retiree Health Care Fund                              | 736        | 1,286,199         | 1,286,199         | 1,554,775         | 1,469,970         |
| <b>Totals</b>                                         | <b>All</b> | <b>44,577,253</b> | <b>41,293,923</b> | <b>34,567,330</b> | <b>34,452,468</b> |

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



Ordinance No. 1189

AN ORDINANCE TO AMEND BUDGET APPROPRIATIONS BY DEPARTMENT  
AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS  
2012 – 2013 AND 2013 - 2014

THE CITY OF YPSILANTI ORDAINS:

1. Pursuant to the City Charter Section 5.06 (a), budget appropriations by department and major organizational unit are hereby approved as recommended by the Administration, as approved by City Council, and as shown below by fund and summary of amendments for the General Fund and other funds.

|                                                           |             | <b>AMENDED<br/>FY 2012-<br/>2013</b> | <b>AMENDED<br/>FY 2012-<br/>2013</b> | <b>AMENDED<br/>FY 2013-<br/>2014</b> | <b>AMENDED<br/>FY 2013-<br/>2014</b> |
|-----------------------------------------------------------|-------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <b>Description</b>                                        | <b>Fund</b> | <b>Revenue</b>                       | <b>Expenditures</b>                  | <b>Revenue</b>                       | <b>Expenditures</b>                  |
| General Fund                                              | 101         | 13,352,790                           | 13,352,790                           | 14,257,385                           | 14,257,385                           |
| Major Street Fund                                         | 202         | 1,744,930                            | 1,744,930                            | 1,327,296                            | 1,327,296                            |
| Local Street Fund                                         | 203         | 462,349                              | 446,468                              | 496,595                              | 496,595                              |
| Street Lighting Fund                                      | 219         | -                                    | -                                    | 740,000                              | 740,000                              |
| Garbage & Rubbish Collection Fund                         | 226         | 1,096,190                            | 1,096,190                            | 990,317                              | 990,317                              |
| Community Development Block Grant Fund                    | 252         | 12,545                               | 11,556                               | 16,845                               | 15,983                               |
| Police Special Revenue Fund                               | 265         | 247,931                              | 247,931                              | 249,540                              | 249,540                              |
| Depot Town DDA Fund                                       | 275         | 174,606                              | 174,606                              | 160,052                              | 160,052                              |
| 2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M | 303         | 710,977                              | 690,225                              | 701,160                              | 687,725                              |
| 2002 General Obligation Capital Imp. Debt Fund \$400,000  | 316         | 38,105                               | 38,105                               | 36,890                               | 36,890                               |
| 2003 General Obligation Unlimited Tax Debt Fund \$8.465 M | 341         | 749,098                              | 741,405                              |                                      |                                      |
| 2012 UTGO Refunding Bond                                  | 342         | 4,247,721                            | 4,158,616                            | 677,379                              | 663,839                              |
| 2002B Water & Sewer Debt Fund \$485,000 DWRF              | 364         | 32,094                               | 32,094                               | 31,447                               | 31,447                               |
| 2001 Water & Sewer Debt Fund \$4 M                        | 365         | 116,705                              | 116,705                              | 128,040                              | 128,040                              |
| 2002A Water & Sewer Bonds Debt Fund \$5 M                 | 366         | 154,381                              | 154,381                              | 169,179                              | 169,179                              |
| 2002C Water Supply & Sewage Disposal Revenue \$8.66 M     | 367         | 435,215                              | 435,215                              | 438,407                              | 438,407                              |
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| 2002 GO Taxable Capital Improvement Bonds \$4M            | 401         | 44,520                               | 44,520                               |                                      |                                      |
| 2003 GO Taxable Capital Improvement                       | 402         | 84,445                               | 84,445                               |                                      |                                      |

|                                                       |            |                   |                   |                   |                   |
|-------------------------------------------------------|------------|-------------------|-------------------|-------------------|-------------------|
| Bonds \$2M                                            |            |                   |                   |                   |                   |
| 2003B GO Taxable Capital Improvement Bonds \$4.4M     | 403        | 1,560,116         | 1,560,116         |                   |                   |
| Land Revolving Fund                                   | 412        | 1,966,343         | 1,965,643         | 14,860            | 14,170            |
| Downtown Development Authority Fund                   | 413        | 402,470           | 402,470           | 408,310           | 408,310           |
| Capital Improvement Fund                              | 414        | 241,237           | 239,437           | 965,311           | 963,811           |
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| 2004A GO LTD Capital Improv. Refunding \$4.68M        | 475        | 80,416            | 80,416            |                   |                   |
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| 2006 Water Supply & Sewage Refunding \$9.85 M         | 478        | 421,025           | 421,025           | 420,056           | 420,056           |
| 2007 W & S Revenue DWRF \$375,000                     | 479        | 20,232            | 20,232            | 19,913            | 19,913            |
| 2008 W & S DISP. REV \$435,000                        | 480        | 29,231            | 29,231            | 28,731            | 28,731            |
| 2009 W & S Bonds 7249-01 \$260,000                    | 481        | 8,163             | 8,163             | 8,038             | 8,038             |
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| Sidewalk Improvement Fund                             | 495        | 111,397           | 111,397           | 113,618           | 113,618           |
| Public Transit                                        | 588        | 308,884           | 308,884           | 274,812           | 274,812           |
| Motorpool Fund                                        | 641        | 1,557,137         | 1,557,137         | 1,520,160         | 1,520,160         |
| Workers Compensation Fund                             | 677        | 200,770           | 200,770           | 260,316           | 260,316           |
| Fire and Police Pension Fund                          | 732        | 4,572,218         | 4,021,832         | 4,139,891         | 4,139,891         |
| Retiree Health Care Fund                              | 736        | 1,286,199         | 1,286,199         | 1,554,775         | 1,469,970         |
| <b>Totals</b>                                         | <b>All</b> | <b>44,577,253</b> | <b>41,293,923</b> | <b>34,567,330</b> | <b>34,452,468</b> |

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. 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 business hours.

3. 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 18<sup>th</sup> day of June, 2013.

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Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1189 was published in the Ypsilanti Courier on the 9<sup>th</sup> day of May, 2013.

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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 18<sup>th</sup> day of June, 2013.

---

Frances McMullan, City Clerk



| MAJOR STREETS FUND (202)            |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
|-------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|----------------------------------------------------------|------------------------------------------|---------------------------|---------------------------|
| BUDGET AMENDMENTS                   |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
| FY 2012-2013 & FY 2013-2014         |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
|                                     |  |                                                                                                                                             | FY      | ACCT #            | AMENDED<br>BUDGET<br>PRESENTED TO<br>COUNCIL<br>5-1-2013 | PROPOSED<br>BUDGET<br>CHANGES<br>5-29-13 | NET CHANGES<br>FY 2012-13 | NET CHANGES<br>FY 2013-14 |
|                                     |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
| FUND BALANCE APPROPRIATION          |  |                                                                                                                                             |         |                   |                                                          |                                          | 288,738                   | 228,828                   |
|                                     |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
| AMENDMENTS:                         |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
|                                     |  | CONTRIBUTION FROM GENERAL FUND FOR PAVING OF NORTH PROSP                                                                                    | 2012-13 | 202-4-0000-699-01 | 0                                                        | (100,000)                                | (100,000)                 |                           |
|                                     |  | N PROSPECT STREET DESIGN ENGINEERING                                                                                                        | 2012-13 | 202-7-9041-975-00 | 0                                                        | 100,000                                  |                           | 100,000                   |
|                                     |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
|                                     |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
| TOTAL BUDGET AMENDMENTS             |  |                                                                                                                                             |         |                   |                                                          |                                          | (100,000)                 | 100,000                   |
| ADJUSTED FUND BALANCE APPROPRIATION |  |                                                                                                                                             |         |                   |                                                          |                                          | 188,738                   | 328,828                   |
|                                     |  |                                                                                                                                             |         |                   |                                                          |                                          |                           |                           |
|                                     |  | S:\Budget 2013-2014\BUDGET LEGISLATION\[BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                                          |                                          |                           |                           |
|                                     |  | 6/12/13 10:38 AM                                                                                                                            |         |                   |                                                          |                                          |                           |                           |

| DEPOT TOWN DDA (275)        |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|-----------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|----------------------------------------------------------|------------------------------------------|------------------------------|------------------------------|
| BUDGET AMENDMENTS           |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
| FY 2012-2013 & FY 2013-2014 |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  |                                                                                                                                             | FY      | ACCT #            | AMENDED<br>BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2013 | PROPOSED<br>BUDGET<br>CHANGES<br>5-21-13 | NET<br>CHANGES<br>FY 2012-13 | NET<br>CHANGES<br>FY 2013-14 |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          | 50,232                       | 14,704                       |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  | TIF- WEST CROSS BIKERACKS \$900 & AATA GRANT \$2,800                                                                                        | 2013-14 | 275-7-7271-820-00 | 0                                                        | 3,700                                    |                              | 3,700                        |
|                             |  | TIF PROJECTS -EAST CROSS- TIF PLAN RENEWAL \$20,000, BIKERACKS \$900 & AATA GRANT \$3,200                                                   | 2013-14 | 275-7-7291-974-01 | 0                                                        | 24,100                                   |                              | 24,100                       |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  | <b>TOTAL BUDGET AMENDMENTS</b>                                                                                                              |         |                   |                                                          |                                          | -                            | 27,800                       |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  | <b>ADJUSTED FUND BALANCE APPROPRIATION</b>                                                                                                  |         |                   |                                                          |                                          | 50,232                       | 42,504                       |
|                             |  |                                                                                                                                             |         |                   |                                                          |                                          |                              |                              |
|                             |  | S:\Budget 2013-2014\BUDGET LEGISLATION\[BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                                          |                                          |                              |                              |
|                             |  | 6/12/13 10:38 AM                                                                                                                            |         |                   |                                                          |                                          |                              |                              |

| DOWNTOWN DEVELOPMENT AUTHORITY (413)       |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|--------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|------------------------------|
| BUDGET AMENDMENTS                          |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| FY 2012-2013 & FY 2013-2014                |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            | FY      | ACCT #            | BUDGET<br>PRESENTED TO<br>COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-21-13 | NET<br>CHANGES<br>FY 2012-13 | NET<br>CHANGES<br>FY 2013-14 |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| <b>FUND BALANCE APPROPRIATION</b>          |  |                                                                                                                                            |         |                   |                                               |                                          | <b>88,581</b>                | <b>33,836</b>                |
| <b>AMENDMENTS:</b>                         |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | TIF PROJECTS-MDNRTF HERITAGE BRIDGE \$11,149,<br>AATA GRANT \$14,000. BIKERACKS \$900                                                      | 2013-14 | 413-7-7231-820-00 | -                                             | 26,049                                   |                              | 26,049                       |
|                                            |  | WASTE MANAGEMENT                                                                                                                           | 2013-14 | 413-7-7231-820-03 | 15,900                                        | 17,900                                   |                              | 2,000                        |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| <b>TOTAL BUDGET AMENDMENTS</b>             |  |                                                                                                                                            |         |                   |                                               |                                          | <b>-</b>                     | <b>28,049</b>                |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b> |  |                                                                                                                                            |         |                   |                                               |                                          | <b>88,581</b>                | <b>61,885</b>                |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |                              |
|                                            |  | 6/12/13 10:38 AM                                                                                                                           |         |                   |                                               |                                          |                              |                              |

| 2004A SERIES DDA CONS \$995K (473)                                                                                                         |  |                                                                          |         |                   |                                               |                                          |                           |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|---------------------------|---------------------------|
| BUDGET AMENDMENTS                                                                                                                          |  |                                                                          |         |                   |                                               |                                          |                           |                           |
| FY 2012-2013 & FY 2013-2014                                                                                                                |  |                                                                          |         |                   |                                               |                                          |                           |                           |
|                                                                                                                                            |  |                                                                          | FY      | ACCT #            | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-31-13 | NET CHANGES<br>FY 2012-13 | NET CHANGES<br>FY 2013-14 |
| <b>FUND BALANCE APPROPRIATION</b>                                                                                                          |  |                                                                          |         |                   |                                               |                                          | -                         | -                         |
| <b>AMENDMENTS:</b>                                                                                                                         |  |                                                                          |         |                   |                                               |                                          |                           |                           |
|                                                                                                                                            |  | FUND BALANCE APPROPRIATION                                               | 2012-13 | 473-4-0000-699-91 | 0                                             | 15,000                                   | 15,000                    |                           |
|                                                                                                                                            |  | FUND BALANCE APPROPRIATION                                               | 2013-14 | 473-4-0000-699-91 | 0                                             | 1,351                                    |                           | 1,351                     |
|                                                                                                                                            |  | TIF PROJECTS-MDNRTF HERITAGE BRIDGE<br>\$12,500, & TREE TRIMMING \$2,500 | 2012-13 | 473-7-9000-818-00 | 0                                             | 15,000                                   | (15,000)                  |                           |
|                                                                                                                                            |  | TIF PROJECTS-MDNRTF HERITAGE BRIDGE \$1,351                              | 2013-14 | 473-7-9000-818-00 | 0                                             | 1,351                                    |                           | (1,351)                   |
| <b>TOTAL BUDGET AMENDMENTS</b>                                                                                                             |  |                                                                          |         |                   |                                               |                                          | -                         | -                         |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b>                                                                                                 |  |                                                                          |         |                   |                                               |                                          | -                         | -                         |
|                                                                                                                                            |  |                                                                          |         |                   |                                               |                                          |                           |                           |
|                                                                                                                                            |  |                                                                          |         |                   |                                               |                                          |                           |                           |
|                                                                                                                                            |  |                                                                          |         |                   |                                               |                                          |                           |                           |
| S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |  |                                                                          |         |                   |                                               |                                          |                           |                           |
| 6/12/13 10:38 AM                                                                                                                           |  |                                                                          |         |                   |                                               |                                          |                           |                           |

| PUBLIC TRANSIT (588)        |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|-----------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS           |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
| FY 2012-2013 & FY 2013-2014 |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-29-13 | NET<br>CHANGES<br>FY 2013-14 |
|                             |  |                                                                                                                                             | FY      | ACCT #            |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  | <b>FUND BALANCE APPROPRIATION</b>                                                                                                           |         |                   |                                               |                                          | -                            |
|                             |  | <b>AMENDMENTS:</b>                                                                                                                          |         |                   |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  | CONTRIBUTION FROM GENERAL FUND                                                                                                              | 2013-14 | 588-4-0000-699-01 | 46,243                                        | -                                        | 46,243                       |
|                             |  | CONTRACTUAL SERVICES - AATA POSA                                                                                                            | 2013-14 | 588-7-9000-818-00 | 319,888                                       | 273,645                                  | (46,243)                     |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  | <b>TOTAL BUDGET AMENDMENTS</b>                                                                                                              |         |                   |                                               |                                          | -                            |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  | <b>ADJUSTED FUND BALANCE APPROPRIATION</b>                                                                                                  |         |                   |                                               |                                          | -                            |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                             |  | S:\Budget 2013-2014\BUDGET LEGISLATION\[BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |
|                             |  | 6/12/13 10:38 AM                                                                                                                            |         |                   |                                               |                                          |                              |

| LAND REVOLVING FUND (412)                  |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|--------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|------------------------------|
| BUDGET AMENDMENTS                          |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| FY 2012-2013                               |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            | FY      | ACCT #            | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 | NET<br>CHANGES<br>FY 2013-14 |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| <b>FUND BALANCE APPROPRIATION</b>          |  |                                                                                                                                            |         |                   |                                               |                                          | 700                          | 690                          |
| <b>AMENDMENTS:</b>                         |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | FUND BALANCE APPROPRIATION                                                                                                                 | 2012-13 | 412-4-0000-699-91 | -                                             | 1,886,721                                | (1,886,721)                  |                              |
|                                            |  | CONTRIBUTION FROM GENERAL FUND                                                                                                             | 2012-13 | 412-4-0000-699-01 | 10,468                                        | 24,995                                   | (14,527)                     |                              |
|                                            |  | CONTRIBUTION FROM GENERAL FUND                                                                                                             | 2013-14 | 412-4-0000-699-01 | -                                             | 14,170                                   |                              | (14,170)                     |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | CONTRIBUTION TO WATER STREET FUND (477)                                                                                                    | 2012-13 | 412-7-9670-999-23 | -                                             | 1,886,721                                | 1,886,721                    |                              |
|                                            |  | PERMANENT WAGES-SALARIES                                                                                                                   | 2012-13 | 412-7-7314-706-00 | 9,000                                         | 12,000                                   | 3,000                        |                              |
|                                            |  | WORKERS COMPENSATION                                                                                                                       | 2012-13 | 412-7-7314-714-02 | 135                                           | 240                                      | 105                          |                              |
|                                            |  | SOCIAL SECURITY & MEDICARE                                                                                                                 | 2012-13 | 412-7-7314-714-05 | 689                                           | 1,100                                    | 411                          |                              |
|                                            |  | OPERATING SUPPLIES                                                                                                                         | 2012-13 | 412-7-7314-757-00 | 18,184                                        | 19,000                                   | 816                          |                              |
|                                            |  | CONTRACTUAL                                                                                                                                | 2012-13 | 412-7-7314-818-00 | 12,900                                        | 12,900                                   | -                            |                              |
|                                            |  | EQUIPMENT EXPENSES                                                                                                                         | 2012-13 | 412-7-7314-943-01 | 4,805                                         | 15,000                                   | 10,195                       |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | PERMANENT WAGES-SALARIES                                                                                                                   | 2013-14 | 412-7-7314-706-00 | -                                             | 6,000                                    |                              | 6,000                        |
|                                            |  | WORKERS COMPENSATION                                                                                                                       | 2013-14 | 412-7-7314-714-02 | -                                             | 120                                      |                              | 120                          |
|                                            |  | SOCIAL SECURITY & MEDICARE                                                                                                                 | 2013-14 | 412-7-7314-714-05 | -                                             | 550                                      |                              | 550                          |
|                                            |  | EQUIPMENT EXPENSES                                                                                                                         | 2013-14 | 412-7-7314-943-01 | -                                             | 7,500                                    |                              | 7,500                        |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
| <b>TOTAL BUDGET AMENDMENTS</b>             |  |                                                                                                                                            |         |                   |                                               |                                          | -                            | -                            |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b> |  |                                                                                                                                            |         |                   |                                               |                                          | <b>700</b>                   | <b>690</b>                   |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  |                                                                                                                                            |         |                   |                                               |                                          |                              |                              |
|                                            |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |                              |
|                                            |  | 6/12/13 10:38 AM                                                                                                                           |         |                   |                                               |                                          |                              |                              |

| 2002 GO TAXABLE CAPITAL IMPROVEMENTS (401)        |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|---------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                                 |  |                                                                                                                         |         |                   |                                               |                                          |                              |
| FY 2012-2013                                      |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                         | FY      | ACCT #            | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
| <b>2002 GO TAXABLE CAPITAL IMPROVEMENTS (401)</b> |  |                                                                                                                         |         |                   |                                               |                                          |                              |
| <b>FUND BALANCE APPROPRIATION</b>                 |  |                                                                                                                         |         |                   |                                               |                                          | -                            |
| <b>AMENDMENTS:</b>                                |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|                                                   |  | FUND BALANCE APPROPRIATION                                                                                              | 2012-13 | 401-4-0000-699-91 | -                                             | 44,520                                   | (44,520)                     |
|                                                   |  | CONTRIBUTION TO WATER STREET FUND (477)                                                                                 | 2012-13 | 401-7-9670-999-23 | -                                             | 44,520                                   | 44,520                       |
| <b>TOTAL BUDGET AMENDMENTS</b>                    |  |                                                                                                                         |         |                   |                                               |                                          | -                            |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b>        |  |                                                                                                                         |         |                   |                                               |                                          | -                            |
|                                                   |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                         |         |                   |                                               |                                          |                              |
|                                                   |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls |         |                   |                                               | General Fund (101)                       |                              |
|                                                   |  | 6/12/13 10:38 AM                                                                                                        |         |                   |                                               |                                          |                              |

| 2003 GO TAXABLE CAPITAL IMPROVEMENTS (402)        |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|---------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                                 |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| FY 2012-2013                                      |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                                            |         |                   | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
|                                                   |  |                                                                                                                                            | FY      | ACCT #            |                                               |                                          |                              |
| <b>2003 GO TAXABLE CAPITAL IMPROVEMENTS (402)</b> |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| <b>FUND BALANCE APPROPRIATION</b>                 |  |                                                                                                                                            |         |                   |                                               |                                          | -                            |
| <b>AMENDMENTS:</b>                                |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  | FUND BALANCE APPROPRIATION                                                                                                                 | 2012-13 | 402-4-0000-699-91 | -                                             | 84,445                                   | (84,445)                     |
|                                                   |  | CONTRIBUTION TO WATER STREET FUND (477)                                                                                                    | 2012-13 | 402-7-9670-999-23 | -                                             | 84,445                                   | 84,445                       |
|                                                   |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| <b>TOTAL BUDGET AMENDMENTS</b>                    |  |                                                                                                                                            |         |                   |                                               |                                          | -                            |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b>        |  |                                                                                                                                            |         |                   |                                               |                                          | 0                            |
|                                                   |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                   |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |
|                                                   |  | 6/12/13 10:38 AM                                                                                                                           |         |                   |                                               |                                          |                              |

| 2003B GO TAXABLE CAPITAL IMPROVEMENTS (403) |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|---------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                           |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| FY 2012-2013                                |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  |                                                                                                                                            |         |                   | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
|                                             |  |                                                                                                                                            | FY      | ACCT #            |                                               |                                          |                              |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| FUND BALANCE APPROPRIATION                  |  |                                                                                                                                            |         |                   |                                               |                                          | -                            |
| AMENDMENTS:                                 |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  | FUND BALANCE APPROPRIATION                                                                                                                 | 2012-13 | 403-4-0000-699-91 | 0                                             | 1,560,116                                | (1,560,116)                  |
|                                             |  | CONTRIBUTION TO WATER STREET FUND (477)                                                                                                    | 2012-13 | 403-7-9670-999-23 | 0                                             | 1,560,116                                | 1,560,116                    |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| TOTAL BUDGET AMENDMENTS                     |  |                                                                                                                                            |         |                   |                                               |                                          | -                            |
| ADJUSTED FUND BALANCE APPROPRIATION         |  |                                                                                                                                            |         |                   |                                               |                                          | 0                            |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                             |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |
|                                             |  | 6/12/13 10:38 AM                                                                                                                           |         |                   |                                               |                                          |                              |

| 2004 GO REFUNDING BONDS (475)       |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                   |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
| FY 2012-2013                        |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|                                     |                                                                                                                                            |                                         | FY      | ACCT #            | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
|                                     |                                                                                                                                            |                                         |         |                   |                                               |                                          | -                            |
| FUND BALANCE APPROPRIATION          |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
| AMENDMENTS:                         |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|                                     |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|                                     |                                                                                                                                            | FUND BALANCE APPROPRIATION              | 2012-13 | 475-4-0000-699-91 | 0                                             | 80,416                                   | (80,416)                     |
|                                     |                                                                                                                                            | CONTRIBUTION TO WATER STREET FUND (477) | 2012-13 | 475-7-9670-999-23 | 0                                             | 80,416                                   | 80,416                       |
|                                     |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
| TOTAL BUDGET AMENDMENTS             |                                                                                                                                            |                                         |         |                   |                                               |                                          | -                            |
| ADJUSTED FUND BALANCE APPROPRIATION |                                                                                                                                            |                                         |         |                   |                                               |                                          | 0                            |
|                                     |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|                                     |                                                                                                                                            |                                         |         |                   |                                               |                                          |                              |
|                                     | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |                                         |         |                   |                                               |                                          |                              |
|                                     | 6/12/13 10:38 AM                                                                                                                           |                                         |         |                   |                                               |                                          |                              |

| 2004B GO REFUNDING BONDS (476)      |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|-------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                   |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
| FY 2012-2013                        |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  |                                                                                                                                             |         |                   | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
|                                     |  |                                                                                                                                             | FY      | ACCT #            |                                               |                                          |                              |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
| FUND BALANCE APPROPRIATION          |  |                                                                                                                                             |         |                   |                                               |                                          | -                            |
| AMENDMENTS:                         |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  | FUND BALANCE APPROPRIATION                                                                                                                  | 2012-13 | 476-4-0000-699-91 | 0                                             | 931,111                                  | (931,111)                    |
|                                     |  | CONTRIBUTION TO WATER STREET FUND (477)                                                                                                     | 2012-13 | 476-7-9670-999-23 | 0                                             | 931,111                                  | 931,111                      |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
| TOTAL BUDGET AMENDMENTS             |  |                                                                                                                                             |         |                   |                                               |                                          | -                            |
| ADJUSTED FUND BALANCE APPROPRIATION |  |                                                                                                                                             |         |                   |                                               |                                          | -                            |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  |                                                                                                                                             |         |                   |                                               |                                          |                              |
|                                     |  | S:\Budget 2013-2014\BUDGET LEGISLATION\[BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |
|                                     |  | 6/12/13 10:38 AM                                                                                                                            |         |                   |                                               |                                          |                              |

| 2006 GO LTD. TAXABLE CAPITAL REFUNDING BONDS (477)        |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|-----------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-----------------------------------------------|------------------------------------------|------------------------------|
| BUDGET AMENDMENTS                                         |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| FY 2012-2013                                              |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                           |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                           |  |                                                                                                                                            |         |                   | BUDGET<br>PRESENTED<br>TO COUNCIL<br>5-1-2012 | PROPOSED<br>BUDGET<br>CHANGES<br>5-30-13 | NET<br>CHANGES<br>FY 2012-13 |
|                                                           |  |                                                                                                                                            | FY      | ACCT #            |                                               |                                          |                              |
| <b>2006 GO LTD. TAXABLE CAPITAL REFUNDING BONDS (477)</b> |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
| <b>FUND BALANCE APPROPRIATION</b>                         |  |                                                                                                                                            |         |                   |                                               |                                          | -                            |
| <b>AMENDMENTS:</b>                                        |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                           |  | CONTRIBUTION FROM 2003 GO BONDS (402)                                                                                                      | 2012-13 | 477-4-0000-699-12 | 0                                             | 84,445                                   | 84,445                       |
|                                                           |  | CONTRIBUTION FROM 2004A GO BONDS (475)                                                                                                     | 2012-13 | 477-4-0000-699-15 | 0                                             | 80,416                                   | 80,416                       |
|                                                           |  | CONTRIBUTION FROM 2004B GO BONDS (476)                                                                                                     | 2012-13 | 477-4-0000-699-16 | 0                                             | 931,111                                  | 931,111                      |
|                                                           |  | CONTRIBUTION FROM 2002 GO BONDS (401)                                                                                                      | 2012-13 | 477-4-0000-699-23 | 0                                             | 44,520                                   | 44,520                       |
|                                                           |  | CONTRIBUTION FROM 2003B GO BONDS (403)                                                                                                     | 2012-13 | 477-4-0000-699-24 | 0                                             | 1,560,116                                | 1,560,116                    |
|                                                           |  | CONTRIBUTION FROM LAND REVOLVING FUND (412)                                                                                                | 2012-13 | 477-4-0000-699-25 | 0                                             | 1,886,721                                | 1,886,721                    |
|                                                           |  | APPRECIATION OF FAIR MARKET VALUE                                                                                                          | 2012-13 | 477-4-1910-666-01 | 0                                             | (1,995,336)                              | (1,995,336)                  |
| <b>TOTAL BUDGET AMENDMENTS</b>                            |  |                                                                                                                                            |         |                   |                                               |                                          | <b>2,591,993</b>             |
| <b>ADJUSTED FUND BALANCE APPROPRIATION</b>                |  |                                                                                                                                            |         |                   |                                               |                                          | <b>2,591,993</b>             |
|                                                           |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                           |  |                                                                                                                                            |         |                   |                                               |                                          |                              |
|                                                           |  | S:\Budget 2013-2014\BUDGET LEGISLATION\BUDGET AMENDMENTS FY 2012-13 & FY 2013-14 for June 18, 2013 COUNCIL MEETING .xls]General Fund (101) |         |                   |                                               |                                          |                              |
|                                                           |  | 6/12/13 10:38 AM                                                                                                                           |         |                   |                                               |                                          |                              |



Resolution No. 2013-101  
June 18, 2013

RESOLUTION TO APPROVE AMENDMENT # 2 TO THE ARTICLES OF  
INCORPORATION OF  
ANN ARBOR TRANSPORTATION AUTHORITY

WHEREAS, the City of Ypsilanti desires to join the Ann Arbor Transportation Authority,  
and

WHEREAS, the City of Ann Arbor is supportive of the action and has approved  
Amendment # 2 of the Articles of Incorporation of the Ann Arbor Transportation  
Authority, and

WHEREAS, Amendment # 2 of the Articles of Incorporation of the Ann Arbor  
Transportation Authority would add the City of Ypsilanti as an incorporator and give the  
City of Ypsilanti a seat on the board and change the name to Ann Arbor Area  
Transportation Authority, and provide for other things, and

WHEREAS, the council of the City of Ypsilanti determines that approval of Amendment #  
2 of the Articles of Incorporation of the Ann Arbor Transportation Authority is in the best  
interests of the City of Ypsilanti, Now Therefore;

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that Amendment # 2 of  
the Articles of Incorporation of the Ann Arbor Transportation Authority is hereby approved,  
and the City Clerk is directed and authorized to transmit a copy of this resolution to the  
City of Ann Arbor and the Ann Arbor Transportation Authority.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

**AMENDMENT 2 OF THE ARTICLES OF INCORPORATION OF  
ANN ARBOR TRANSPORTATION AUTHORITY HEREAFTER KNOWN AS THE  
ANN ARBOR AREA TRANSPORTATION AUTHORITY**

This amendment to the Articles of Incorporation of the Ann Arbor Transportation Authority are adopted by the City Council of the City of Ann Arbor, the City Council of the City of Ypsilanti, and the Board of the Ann Arbor Transportation Authority for the purpose(s) of (1) altering the composition of the Ann Arbor Transportation Authority under the provisions of Act 55 of the Public Acts of Michigan of 1963, (2) changing the name of the Ann Arbor Transportation Authority to the Ann Arbor Area Transportation Authority, (3) adding the City of Ypsilanti as an incorporator with all rights granted members under Act 55, and (4) authorizing the Ann Arbor Area Transportation Authority to function as successor in interest of the Ann Arbor Transportation Authority.

**ARTICLE I**

**NAME OF AUTHORITY**

Effective on adoption of this amendment and thereafter, the name of this public corporation is the Ann Arbor Area Transportation Authority (referred to hereinafter as “Authority” and also known as AAATA).

**ARTICLE II**

**PURPOSES**

The Authority is incorporated for the purposes of acquiring, owning, operating or causing to be operated a mass transportation system within the corporate limits of the Cities of Ann Arbor and Ypsilanti, and beyond the said corporate limits.

### ARTICLE III

#### POWERS, DUTIES AND LIMITATIONS

Section 1. The Authority shall be a body corporate with power to sue and be sued in any court in the State of Michigan.

Section 2. The Authority shall possess all the powers necessary to carry out the purposes of its incorporation and all things incident thereto.

Section 3. The Authority by contract may employ a management firm, either corporate or otherwise to operate the mass transportation system under the supervision of the Authority.

Section 4. The Authority may acquire property for a mass transportation system by purchase, construction, lease, gift or devise, either within or without the area served by such mass transportation system, and may hold, manage, control, sell, exchange or lease such property.

Section 5. The Authority, with the consent of the Ann Arbor City Council, , may utilize any appropriate statute for the purpose of condemnation of real property within the City of Ann Arbor, and with the consent of the Ypsilanti City Council may utilize any appropriate statute for the purpose of condemnation of real property within the City of Ypsilanti.

Section 6. The Authority may establish and charge such fares and enter into contracts for the service provided by the mass transportation system as shall be necessary to provide funds to meet the obligations of said Authority.

Section 7. For the purpose of acquiring, improving, enlarging or extending a mass transportation system, the Authority may issue self-liquidating revenue bonds in accordance with the provisions of state law. No such bonds shall be a general obligation of the Authority, but shall be payable solely from the revenues of the mass transportation system.

Section 8. All property owned by or leased to the Authority shall be exempt from all taxes levied by the State and by the political subdivisions in which the Authority is incorporated. All such leased property in order to be exempt shall be used and owned by the company which is under contract with the Authority for the operation of the Authority's mass transportation system. The Authority shall be required to pay taxes or assessments upon its real and personal property situated outside the corporate boundaries in which the Authority is incorporated.

Section 9. The Authority shall meet at regular intervals and conduct all meetings of the Board in compliance with the Open Meetings Act (Act 267 of the Public Acts of 1976). The Authority shall obtain an annual audit in accordance with generally accepted government auditing standards as promulgated by the United States General Accounting Office and satisfy all federal, state or local regulations related to grant requirements. Copies of the Annual Audit shall be filed with the clerks of the City of Ann Arbor and the City of Ypsilanti and made available for public review by the Authority. In addition, the books and record of the Authority and the Board shall be open for inspection and audit by the Cities of Ann Arbor and Ypsilanti at all reasonable times during the Authority's fiscal year. The Authority shall submit an annual report to the governing bodies of the City of Ann Arbor and the City of Ypsilanti and such additional reports as may from time to time be requested on the operations of the Authority

Section 10. The powers stated in these Articles of Incorporation pursuant to the above named enabling Act are in addition to those granted by any statute or by the Charters of the City of Ann Arbor and City of Ypsilanti, or any future statute or amendment thereto, and the enumeration of any power either in these Articles of Incorporation or in the enabling Act shall not be construed as a limitation on the general powers of this Authority.

## ARTICLE IV

### GOVERNING BODY - OFFICERS

Section 1. The Authority shall be directed and governed by a Board which shall consist of eight members appointed by the Mayor of the City of Ann Arbor with the concurrence of the Ann Arbor City Council and one member appointed by the Mayor of the City of Ypsilanti with the concurrence of the Ypsilanti City Council. All appointments to the Board shall be in accordance with the adopted policies and procedures for appointment for the respective governing bodies and each governing body retains the right to remove and replace such members in accordance with the same procedures. There shall be no limit to the number of consecutive terms an appointee can serve.

Section 2. Present members of the Ann Arbor Transportation Authority board shall continue in and complete their terms on the Board and at the expiration of any Board member's term the Mayor of Ann Arbor shall fill the position on the Board with the concurrence of the Ann Arbor City Council. All appointments shall be for a term of five years other than the terms of present Ann Arbor Transportation Authority board members who become members of the Authority board for the remainder of their original terms. All regular appointments to the Board shall be made to coincide with May 1st of each calendar year; however, seated members will hold over until a successor has been appointed, and when such a successor has been appointed the appointment term shall be modified so that it terminates to coincide with the regular appointment term. Any vacancy in office shall be filled by the City Council of the City appointing said member for the remainder of the term. Members of the Board shall serve without compensation but may be reimbursed for expenses.

Section 3. The Board shall designate one of its members as chairman, one of its members as secretary, and one of its members as treasurer, each to be designated for such term in office as may be fixed in the Board's bylaws.

Section 4. The Board shall adopt and may amend bylaws and rules of procedure

Section 5. The chairman shall preside at meetings of the Board and shall sign and execute all authorized bonds, contracts, checks and other obligations in the name of the Authority when so authorized by the Board. The chairman shall do and perform such other duties as may be fixed by the bylaws and from time to time assigned to him by the Board.

Section 6. The secretary shall keep the minutes of all meetings of the Board, and of all committees thereof, and books provided for that purpose. The secretary shall attend to the giving, serving, and receiving of all notices or process of or against the Authority. He shall sign with the chairman in the name of the Authority all contracts authorized by the Board. The secretary shall have charge of all books and records, which shall at all reasonable times be open to inspection and examination of the Board, or any member thereof and in general perform all the duties instant to this office. The secretary shall preside at meetings of the Board in the absence of the chairman.

Section 7. The treasurer shall have custody of all the funds and securities of the Authority which may come into his hands or possession. When necessary or proper, the treasurer shall endorse in behalf of the Authority for collection, checks, notes and other obligations and shall deposit them to the credit of the Authority in a designated bank or depository. The treasurer shall sign all receipts and vouchers for payments made to the Authority. The treasurer shall jointly with such other officer as may be designated by the Board sign all checks, bonds, promissory notes or other obligations of the Authority when so ordered

by the Board. The treasurer shall render a statement of his cash account when required by the Board. The treasurer shall enter regularly in the books of the Authority to be kept by him for this purpose full and accurate accounts of all monies received and paid by him on account of the Authority, and shall at all reasonable times exhibit the books and accounts to the Board or any member thereof when so required. The treasurer shall perform all acts incidental to the position of treasurer fixed by the bylaws and as assigned to the treasurer from time to time by the Board. The treasurer shall be bonded for the faithful discharge of the duties of treasurer, the premium to be paid by the Authority.

## ARTICLE V

### PUBLICATION AND FILING

The City Clerk of the City of Ann Arbor is charged with the responsibility of causing this amendment to the Articles of Incorporation to be published at least once in the Washtenaw County Legal News. In addition, the City Clerks of the City of Ann Arbor and the City of Ypsilanti shall publish this amendment to the Articles of Incorporation on their respective websites. The said City Clerk of the City of Ann Arbor is further charged with the responsibility of filing with the Secretary of State of the State of Michigan and with the County Clerk of the County of Washtenaw a printed copy of this amendment to the Articles of Incorporation certified as a “true copy” with the date and place of publication.

## ARTICLE VI

### AMENDMENTS

Amendments may be made to these Articles of Incorporation in the same manner in which the said Articles were originally adopted.

## ARTICLE VII

### REGISTERED OFFICE

Location of registered office and post office address of this Authority is the Office of the Ann Arbor City Clerk, City Hall, Ann Arbor, Michigan.

## ARTICLE VIII

### MEMBERS ADMISSION AND RELEASE FROM THE AUTHORITY

Admission of and release of a political subdivision from the Authority shall be evidenced by an amendment to the Articles of Incorporation, adopted, executed and published and filed in the same manner as the original articles of incorporation. Any such release shall be subject to the conditions set forth in Act 55.

## ARTICLE VIX

### EFFECTIVE DATE

These Articles of Incorporation shall become effective and be in full force upon the filing of a printed copy with the Secretary of State of the State of Michigan and the County Clerk of the County of Washtenaw as herein provided.

IN WITNESS WHEREOF, the Ann Arbor City Council, the Ypsilanti City Council and the Ann Arbor Transportation Authority Board have adopted and authorized to be executed these Articles of Incorporation in behalf of the City of Ann Arbor, a Michigan municipal corporation, by the Mayor and City Clerk, by the City of Ypsilanti, a Michigan municipal corporation, by the Mayor and City Clerk, and by the Ann Arbor Transportation Authority by the chairperson and secretary.

WITNESSES:

CITY OF ANN ARBOR, a Michigan  
Municipal Corporation,

\_\_\_\_\_

By: \_\_\_\_\_  
John Hieftje, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

CITY OF YPSILANTI, a Michigan  
Municipal Corporation,

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Schreiber, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Frances McMullan, City Clerk

AATA

\_\_\_\_\_

By: \_\_\_\_\_  
Charles Griffith, Chair

\_\_\_\_\_

By: \_\_\_\_\_  
Any Dale Secretary

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the members elect of the City Council of the City of Ann Arbor, Washtenaw County, Michigan, at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSES:

CITY OF ANN ARBOR, a Michigan  
Municipal Corporation,

\_\_\_\_\_

By: \_\_\_\_\_  
John Hieftje, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the members elect of the City Council of the City of Ypsilanti, Washtenaw County, Michigan, at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF YPSILANTI, a Michigan  
Municipal Corporation,

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Schreiber, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Frances McMullan, City Clerk

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the Board of Directors of the Ann Arbor Transportation Authority (AATA), at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AATA

\_\_\_\_\_

By: \_\_\_\_\_  
Charles Griffith, Chair

\_\_\_\_\_

By: \_\_\_\_\_  
Anya Dale, Secretary



## REQUEST FOR LEGISLATION

**FROM:** MARILOU T. UY, FISCAL SERVICES DIRECTOR

**SUBJECT:** MERS HEALTH CARE SAVINGS PROGRAM PARTICIPATION AGREEMENT POAM

**DATE:** JUNE 17, 2013

On April 23, 2013, City Council approved the contract between the Police Officer's Association of Michigan and the City of Ypsilanti with the passage of Resolution 2013-69. This contract eliminates retiree health care benefits for employees hired on or after July 1, 2012, in Section 22.4. Instead, the contract calls for the City to contribute \$150 monthly to a health care savings program for each of these employees.

In order to set up a group for the Police Officers the City needs to enter a participation agreement with MERS to create a new group within the existing plan.

Please feel free to contact me at 734-483-1105 or by e-mail at [muy@cityofypsilanti.com](mailto:muy@cityofypsilanti.com) if you have questions.

**RECOMMENDED ACTION:** Approval of the resolution approving the MERS Health Care Savings Program Participation Agreement and authorizing the City Manager to sign the agreement.

**ATTACHMENTS:** MERS Health Care Savings Program Participation Agreement

**CITY MANAGER APPROVAL:** \_\_\_\_\_

**COUNCIL AGENDA DATE:** June 17, 2013

**CITY MANAGER COMMENTS:**

**FISCAL SERVICES DIRECTOR APPROVAL:** \_\_\_\_\_



Resolution No. 2013-102  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS**, the Ypsilanti City Council approved the contract between the Police Officer's of Michigan and the City of Ypsilanti on April 23, 2013; AND

**WHEREAS**, said contract specifies that in lieu of retiree benefits for employees hired on or after July 1, 2012 the City shall contribute \$150 per month to a retiree health care savings program; AND

**WHEREAS**, MERS requires a new group to be set up for POAM employees hired on or after July 1, 2012.

**NOW, THEREFORE** be it resolved that the Ypsilanti City Council authorizes the City Manager to sign the MERS Health Care Savings Program Participation Agreement for POAM employees hired on or after July 1, 2012 on behalf of the City of Ypsilanti.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

## I. PARTICIPATING EMPLOYER

**Employer Name:** \_\_\_\_\_  
Name of municipality or court

**Municipality Number:** \_\_\_\_\_ **Division Number:** \_\_\_\_\_

## II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

\_\_\_\_\_  
Date

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: \_\_\_\_\_

Date

This Participation Agreement is intended to replace and serve as an amendment of the Employer's preexisting program, which was originally effective: \_\_\_\_\_

Date

## III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/ employee classifications ("Covered Group"), in Health Care Savings Program. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the following group(s):

\_\_\_\_\_  
Name of HCSP Covered Group

## IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

### Check one or both:

- ☐ With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.
- ☐ With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

## MERS Health Care Savings Program Participation Agreement

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Personal Information and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

### V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Employer, to be credited to the individual accounts of Eligible Employees as follows:

**Check one or more (A, B, and/or C):**

- A. ☐ **Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure (specify):

|                                          |
|------------------------------------------|
| <br><br><br><br><br><br><br><br><br><br> |
|------------------------------------------|

**Vesting Cycle For Basic Employer Contributions Only.** The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

- ☐ Immediate Vesting upon Participation
- ☐ Cliff Vesting: The participant is 100% vested upon \_\_\_\_\_ year(s).  
Stated year(s)
- ☐ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

| Years of Service | Percent Vested |
|------------------|----------------|
| _____            | _____          |
| _____            | _____          |
| _____            | _____          |
| _____            | _____          |
| _____            | _____          |
| _____            | 100%           |

**FORFEITURE PROVISION.** Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall:

**Check only one:**

- ☐ Remain in the HCSP sub-trust to be reallocated among all Plan participants on an equal dollar basis
- ☐ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- ☐ Be transferred to the Retiree Health Funding Vehicle ("RHFV").

## MERS Health Care Savings Program Participation Agreement

**REINSTATEMENT OF FORFEITURES.** If a Participant experiences Forfeiture, but is re-employed by the same employer within a defined period assets may be reinstated to the Participant's HCSP account.

**Check only one:**

- ☐ Yes, reinstate all Forfeitures for participants re-employed within \_\_\_\_\_ period.  
Time period
- ☐ No, do not reinstate Forfeitures.

- B. ☐ Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify):

|                                          |
|------------------------------------------|
| <br><br><br><br><br><br><br><br><br><br> |
|------------------------------------------|

- C. ☐ Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

**Check one or more:**

- ☐ As of \_\_\_\_\_, \_\_\_\_\_ % of \_\_\_\_\_  
Annual date or X weeks before termination      Percentage      Type of Leave Conversion (sick, vacation, etc.)  
must be contributed to the HCSP.
- ☐ As of \_\_\_\_\_, \_\_\_\_\_ % of \_\_\_\_\_  
Annual date or X weeks before termination      Percentage      Type of Leave Conversion (sick, vacation, etc.)  
must be contributed to the HCSP.
- ☐ As of \_\_\_\_\_, \_\_\_\_\_ % of \_\_\_\_\_  
Annual date or X weeks before termination      Percentage      Type of Leave Conversion (sick, vacation, etc.)  
must be contributed to the HCSP.
- ☐ As of \_\_\_\_\_, \_\_\_\_\_ % of \_\_\_\_\_  
Annual date or X weeks before termination      Percentage      Type of Leave Conversion (sick, vacation, etc.)  
must be contributed to the HCSP.

# MERS Health Care Savings Program Participation Agreement

**Post-Tax Employee Contributions.** Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

## VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

## VII. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

## VIII. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

## IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Employer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Please send MERS fully executed copy of:

1. HCSP Uniform Resolution (MD-169)
2. HCSP Participation Agreement (this form number MD-170)
3. Certified minutes stating Governing Body approval, and a copy of the union contract language and/or personnel policy

**Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_ (Authorized MERS signatory)



**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: jhealy@barrlawfirm.com

John M. Barr  
Karl A. Barr  
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Jesse O'Jack ~ Of Counsel  
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REQUEST FOR LEGISLATION

DATE: June 14, 2013

FROM: John M. Barr

SUBJECT: RUTHERFORD POOL RENOVATION

SUMMARY/BACKGROUND

The Friends of Rutherford Pool (Friends) have raised money to rebuild the City's swimming pool. The Friends, with the City, have secured a state grant to partially fund the rebuild and the Friends have secured additional donations. The Friends and the City have worked together to develop a plan to rebuild the Rutherford Pool. Baruzzini General Contractors (Baruzzini) submitted a bid and the City and Friends have accepted the bid. The City, Friends, and Baruzzini have entered into a Memorandum of Understanding. The City seeks to enter into a Construction Agreement with Baruzzini to rebuild the pool.

ATTACHMENTS: Construction Agreement, Resolution

RECOMMENDED ACTION: Pass Resolution giving authority to sign the Construction Agreement between the City and Baruzzini.

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2013-103  
June 18, 2013

RESOLUTION TO APPROVE RUTHERFORD POOL CONSTRUCTION AGREEMENT  
BETWEEN THE CITY OF YPSILANTI AND BARUZZINI CONSTRUCTION CO.

WHEREAS, The Friends of the Rutherford Pool have raised funds to reconstruct Rutherford Pool, and secured a state grant, and the total amount is sufficient for the reconstruction of Rutherford Pool; and

WHEREAS, The Friends of the Rutherford Pool, with the aid of the City and others have requested bids for the construction; and

WHEREAS, Baruzzini Construction Co. was the low bidder, with alternate plans; and

WHEREAS, all state approvals have been secured for the plan and work; and

WHEREAS, The Friends of Rutherford Pool, the City of Ypsilanti and Baruzzini Construction Co. have agreed in a Memorandum of Understanding to enter into a construction contract between the City and Baruzzini Construction Co., and have agreed to waive the Memorandum of Understanding date to June 18, 2013.

NOW THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the construction agreement between the City and Baruzzini Construction Co. for the reconstruction of Rutherford Pool with contract price of \$844,500 be and is approved, and the mayor and city clerk are authorized to sign for the city, subject to the approval of the city attorney.

The City Manager is hereby authorized to sign any change orders or other documents needed during the term of the contract, subject to the approval of the city attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



## **CONSTRUCTION AGREEMENT BETWEEN CITY AND BARUZZINI**

### **TABLE OF ARTICLES**

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This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.

## **ARTICLE 1 AGREEMENT**

This Agreement is made this 18 day of June in the year 2013,

By and between the  
OWNER (a Michigan municipal Home Rule City)

**The City of Ypsilanti  
1 South Huron Street  
Ypsilanti, MI 48197**

and the  
CONTRACTOR (a Michigan corporation)

**Baruzzini Construction Co.  
1281 South Old US Hwy 23  
Brighton, MI 48114**

for services in connection with the following  
PROJECT

**Rutherford Pool Renovation  
975 N. Congress St.  
Ypsilanti, MI 48197**

Notice to the Parties shall be given at the above address.

## **ARTICLE 2 GENERAL PROVISIONS**

2.1 RELATIONSHIP OF PARTIES The Owner and the Contractor (collectively, the "PARTIES") agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

2.1.1 The Contractor shall furnish construction administration and management services and use the Contractor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Contractor represents that it is an independent contractor and this in its performance of the Work it shall act as an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of this Agreement.

2.1.3 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or unless authorized in writing by Owner's Representative.

2.1.4 The Parties shall perform their obligations with integrity, ensuring at a minimum that

2.1.4.1 Conflicts of Interest shall be avoided or disclosed promptly to the other Party in writing, within 7 days of existence; and

2.1.4.2 The Parties warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party except to the extent expressly provided in this Agreement.

2.3 DESIGN PROFESSIONAL The Contractor, either through its own forces or with the assistance of a Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work for Owner approval, except where noted in the Contract Documents.

## 2.4 DEFINITIONS

2.4.1 Agreement means this Standard Agreement and General Conditions Between Owner and Contractor, as modified by the Parties, and exhibits and attachments made part of this Agreement upon its execution.

2.4.1.1 This Agreement includes, by attachment or by reference, the Supplementary General Conditions and the Design and Construction Standards. If at any point there is a conflict in the Contract Documents, including the attachments or exhibits, the strictest provision shall apply, with discretion for relief granted only by the Owner in writing.

2.4.1.2 Other Exhibits or Attachments for this Agreement include:  
Drawings and Specifications  
Bidding Documents

2.4.2 Design Professional means the licensed Architect, Design Professional or Engineer and its consultants, retained by Contractor to perform design services for the Project. The Contractor's Design Professional for the Project is Mark Mahajan-PE / Fairway Engineering LLC

2.4.3 A Change Order is a written order signed by or on behalf of the Owner and Contractor after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price or Contract Time, including substitutions proposed by the Contractor and accepted by the Owner.

2.4.4 The Contract Documents consist of this Agreement, the drawings, specifications, addenda issued prior to execution of this Agreement, information furnished by the Owner under Paragraph 4.3, other documents listed in this Agreement and any modifications issued after execution.

2.4.5 The Contract Price is the amount indicated in Paragraph 7.1 of this Agreement.

2.4.6 The Contract Time is the period between the Date of Commencement and Final Completion. See Article 6.

2.4.7 The Contractor is the person or entity identified in Article 1 and includes the Contractor's Representative.

2.4.8 The term Day shall mean calendar day unless otherwise specifically defined.

2.4.9 Final Completion occurs on the date when the Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable, as

established in Article 6. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Contractor.

2.4.10 A Material Supplier is a person or entity retained by the Contractor to provide material or equipment for the Work.

2.4.11 Others means other contractors, material suppliers and persons at the Worksite who are not employed by the Contractor or Subcontractors.

2.4.12 The term Overhead shall mean 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

2.4.13 Owner is the person or entity identified in Article 1, and includes the Owner's Representative.

2.4.14 The Project, as identified in Article 1, is the building, facility or other improvements for which the Contractor is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.4.15 The Schedule of the Work is the document prepared by the Contractor that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner. The construction schedules required by the Contract Documents shall be a logic network prepared in the critical path method or other sequential network in use within the construction industry and shall depict: 1) a sequence of operations mutually agreeable to the Parties; 2) the dates of commencement and completion of each task of the Work (including lead time activities, drawing and sample submissions, budding, awarding Trade Contracts, manufacturing and shipping); 3) delivery dates for material and equipment; and 4) at the Owner's request shall include work to be performed by separate contractors. The construction schedule includes a complete itemized breakdown of the Work including a detailed resource loading plan for each activity within the Project and shall illustrate each resource time phased requirements. The construction Schedule of the Work shall show both the Actual and the Planned commencement and completion dates for all activities on the schedule. The Schedule of Work shall take into consideration and shall comply with all of the Owner's standards and policies that are included in the Contract Documents.

2.4.16 A Subcontractor is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Others.

2.4.17 Substantial Completion of Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and Contractor.

2.4.18 A Sub-subcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's Work.

2.4.19 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be a part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United

States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.20 Work means the construction and services necessary or incidental to fulfill the Contractor's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.4.20.1 Changed Work means work that is different from the original scope of Work; or work that changes the Contract Price or Contract Time.

2.4.20.2 Defective Work is any portion of the Work that is not in conformance with the Contract Documents, as more fully described in Paragraphs 3.5 and 3.8.

2.4.21 Worksite means the geographical area at the location of the Project as identified in Article 1 where the work is to be performed.

2.4.22 Close-out Documents include as-built record drawings and specifications, Operations and Maintenance Manuals, Requests for Information, sketches, submittals, shop drawings, coordination drawings, warranties, lien waivers and approvals from governing bodies.

2.4.23 Delay shall only be recognized as an impact on the time of completion of the performance of the Work by the Contractor that extends the overall duration of the Project beyond the substantial completion and final completion dates specified in the Agreement. A delay shall not be recognized if the time of completion impact on the performance of the Work occurs on a non-critical path activity, and does not extend the overall duration of the Project.

2.4.24 A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the claim.

2.4.25 The phrase "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required by Contract Documents.

2.4.26 Unsafe persons shall be those individuals that present a safety or other hazard to themselves or others for any reason.

## **ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

### **3.1 GENERAL RESPONSIBILITIES**

3.1.1 The Contractor shall provide all labor, materials, equipment and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

3.1.2 The Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized.

3.1.3 The Contractor shall perform Work only within locations allowed by the Contract Documents, applicable permits and applicable local law.

### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others.

3.2.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Contractor shall coordinate the activities of all forces at the Worksite and the Schedule of the Work shall reflect the coordination as well as operation procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Contractor and assist with the coordination of activities and the review of the Schedule of Work and operations. The Contract Price and Contract Time may be equitably adjusted, a mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of Work shall be revised accordingly. The Contractor, Owner and Others shall adhere to the revised construction schedule until it may subsequently be revised.

3.2.3 With regard to the work of the Owner and Others, the Contractor shall (a) proceed with the Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Contractor's construction and operations with theirs as required by Paragraph 3.2.

3.2.4 Upon completion of all or any part of the construction or operations of the Owner or Others, the Contractor shall inspect the work of Others and give the Owner prompt written notification of any defects the Contractor discovers in their work which will prevent the proper execution of the Work. The Contractor's obligations in this Paragraph do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Work. If the Contractor does not notify the Owner of defects interfering with the performance of the Work, the Contractor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Contractor of defect, the Owner shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

### 3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work the Contractor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to Paragraph 4.3, relevant field measurements made by the Contractor and any visible conditions at the Worksite affecting the Work.

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

3.3.3 If in the course of the performance of the obligations in Subparagraph 3.3.1 the Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner. Following receipt of written notice from the Contractor of defects, the Owner shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

3.3.4 The Contractor shall have no liability for errors, omissions or inconsistencies discovered under Subparagraphs 3.3.1 and 3.3.2 unless the Contractor knowingly fails to report a recognized problem to the Owner.

### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Contractor shall provide competent supervision for the performance of the Work at all times when Work is being performed. Prior to executing this Agreement, Contractor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager as well as other key staff as requested by the Owner so that Owner may review the individuals' qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after one giving it, Contractor shall name a different superintendent or project manager for Owner's review. Any disapproved construction staff shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.4.3 The Contractor shall permit only qualified persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, or is otherwise an Unsafe Person, the Contractor shall immediately remove the person from the Project upon receipt of the Owner's written notice to do so.

3.4.4 CONTRACTOR'S REPRESENTATIVE The Contractor's authorized representative is

Anthony Baruzzini. The Contractor's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Contractor shall notify the Owner in writing of a change in the designation of the Contractor's Representative.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.6 MATERIALS FURNISHED BY THE OWNER OR OTHERS In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of the Contractor and may be deducted from any amounts due or to become due the Contractor. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Contractor of defects, the Owner shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

### 3.7 TESTS AND INSPECTIONS

3.7.1 The Contractor shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project and in accordance with the Schedule of Work. The Contractor shall give proper notice to all required parties of such test, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in Subparagraph 3.7.3, the Owner shall bear all expenses associated with tests, inspections and approvals required by the Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval or inspection shall be secured by the Contractor with copies of same promptly delivered to the Owner.

3.7.2 If the Owner or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Contract Documents will be necessary, the Contractor shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional test, inspections or approvals are at the Owner's expense except as provided in Subparagraph 3.7.3.

3.7.3 If the procedures described in Subparagraphs 3.7.1 and 3.7.2 indicate that portions of the Work fail to comply with the Contract Documents, the Contractor shall be responsible for costs of correction and retesting. Any costs resulting from Contractor's failure to coordinate or failed tests shall be the sole responsibility of the Contractor. If the Contractor's correction or retesting causes damage to or destroys other completed or partially completed Work or existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

### 3.8 WARRANTY

3.8.1 The Contractor warrants that all material and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Contractor's warranty pursuant to this Paragraph 3.8 shall commence on the Date of Substantial Completion.

3.8.2 The Contractor shall obtain from its Subcontractors and Material Suppliers and special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached Exhibit to this Agreement. Contractor's liability for such warranties shall be limited to the one-year correction period referred to in Paragraph 3.9. After that period Contractor shall assign them to the Owner and provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers.

### 3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Defective Work is found, the Owner shall promptly notify the Contractor in writing. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. Correction of Defective Work shall not entitle Contractor to any extension of the Contract Time.

3.9.2 With respect to any portion of work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later work.

3.9.3 If the Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work in Paragraph 11.2. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payment then or thereafter due the Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

3.9.4 If after the one-year correction period but before the applicable limitation period the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Contractor. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Contractor shall complete the correction of Work within a mutually agreed timeframe. If the Contractor does not elect to correct the Work, the Owner may have the Work corrected by

itself or Others and charge the Contractor for the reasonable cost of the correction. Owner shall provide Contractor with an accounting of correction costs it incurs.

3.9.5 If the Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents.

3.9.7 Prior to final payment, at the Owner's option and with the Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for the agreed value of the Defective Work. If after final payment the Owner elects in writing to accept Defective Work rather than require its removal and correction, the Contractor shall pay to the Owner the agreed value of the Defective Work whether established by unit price differential, diminution in value or some other measure.

### 3.10 CORRECTION OF COVERED WORK

3.10.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Contractor shall pay the costs of uncovering, correction and replacement.

3.10.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Contractor to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Contractor's expense and with no adjustment to the Contract Time.

### 3.11 SAFETY OF PERSONS AND PROPERTY

3.11.1 SAFETY PRECAUTIONS AND PROGRAMS The Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. While this Paragraph 3.11 establishes the responsibility for safety between the Owner and Contractor, it does not relieve Subcontractors of their responsibility for safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.11.2 The Contractor shall seek to avoid injury, loss and damage to persons or property by taking reasonable steps to protect:

3.11.2.1 its employees and other persons at the Worksite;

3.11.2.2 materials and equipment stored at onsite or offsite locations for use in the Work;  
and

3.11.2.3 property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

3.11.3 CONTRACTOR'S SAFETY REPRESENTATIVE The Contractor's Worksite Safety Representative is \_\_\_\_\_, who shall act as the Contractor's authorized safety representative with a duty to prevent accidents in accordance with Subparagraph 3.11.2 and who shall be on the Worksite at all times when Work is being performed. If no individual is identified in the Paragraph 3.11, the authorized safety representative

shall be the Contractor's Representative. The Contractor shall report immediately in writing to the Owner all recordable accidents and injuries occurring at the Worksite. When the Contractor is required to file an accident report with a public authority, the Contractor shall furnish a copy of the report to the Owner. The Contractor shall immediately notify the Owner's Representative of the presence of any person on the site representing Michigan Occupational Safety and Health Administration (MIOSHA). The MIOSHA representative shall be accompanied by the Owner's Representative or a designee at all times when on the Project site.

3.11.4 The Contractor shall provide the Owner with copies of all notices required of the Contractor by law or regulation. The Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.11.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor.

3.11.6 The Contractor is solely responsible for safety of the Worksite. The Owner shall have the right but not the responsibility to require the Contractor to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Contractor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Contract Price. The Contractor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on the Contractor's compliance with the Owner's reasonable request.

3.11.7 The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to the Owner. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust.

3.11.8 The Contractor is knowledgeable of and understands that the Owner intends to maintain occupancy of certain portions of the existing facility. The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.

3.11.9 The Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions. The Contractor shall establish and maintain and update as required a Project Specific Safety Program. The Contractor shall submit the Safety Plan to the Owner for review and approval pursuant to Section 3.14. The Safety Plan must be in compliance with Owner's standards and with regulatory requirements.

3.11.10 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

3.11.11 The Contractor shall require each and every one of its subcontractors and Trade subcontractors to comply with all of the provisions of this section.

3.11.12 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety. The contractor shall provide documentation of loading or staging on the project site, and when required by the Owner, the documentation shall be sealed by an architect or engineer licensed in the State of Michigan.

### 3.12 EMERGENCIES

3.12.1 In an emergency, the Contractor shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Contract Price or Contract Time resulting from the actions of the Contractor in an emergency situation shall be determined as provided in Article 8.

### 3.13 HAZARDOUS MATERIALS

3.13.1 A Hazardous Material is a substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The Contractor shall be responsible to manage the abatement or remediation of any Hazardous Material encountered at the Worksite. The Contractor shall recommence construction Work after any Hazardous Material identified at the Worksite has been removed, rendered or determined to be harmless as certified by an independent agency or approved by the appropriate government department.

3.13.2 If, after the commencement of the Work, Hazardous Material is discovered at the Worksite, the Contractor shall be entitled to immediately stop Work in the affected area. The Contractor shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.13.3 The Contractor shall schedule all required abatement test, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other Work related to the Project. The Contractor shall give proper notice to all required parties of such test, approvals and inspections. If feasible, the Owner's Representative and Others may observe the tests at the normal place of testing. Except as provided in Subparagraph 3.13.5, the Owner shall bear all expenses associated with test, inspections and approvals required by the Contract Document, which, unless otherwise agree to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Contractor and promptly delivered to the Owner.

3.13.4 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Contractor shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional test, inspections or approvals are at the Owner's expense except as provided in Subparagraph 3.13.5.

3.13.5 If the procedures described in Subparagraphs 3.13.1 through 3.13.4 indicate that portions of the Work fail to comply with the Contract Documents, the Contractor shall be responsible for costs of correction and retesting. Any costs resulting from Contractor's failure to coordinate shall be the sole responsibility of the Contractor.

3.13.6 If the Contractor incurs additional costs or experiences a critical path delay due to the presence or remediation of Hazardous Materials, the Contractor may be entitled to an equitable adjustment of the Contract Sum or the Contract Time for a Claim submitted under the Contract Documents.

### 3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Material Safety Data Sheets (MSDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Contractor, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the Contractor and made available to the Owner, Subcontractors, and Others.

3.13.7.2 The Contractor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.13.7.3 To the extent caused by the negligent acts or omissions of the Contractor, its agents, officers, directors, and employees, the Contractor shall indemnify and hold harmless the Owner, its agents, officers, directors and employees, from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Contractor in accordance with the Contract Documents.

3.13.8 The terms of this Paragraph 3.13 shall survive the completion of the Work or any termination of the Agreement.

### 3.14 SUBMITTALS

3.14.1 The Contractor shall submit to the Owner, for review and approval, all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with this Agreement, Attachments, and Subparagraph 4.6.1. The Contractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Contractor shall prepare and deliver its submittals to the Owner in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. All submittals sent by the Contractor to the Owner shall be marked as reviewed and approved by the Contractor. When the Contractor delivers its submittals to the Owner, the Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The review and approval of any Contractor submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes and impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Owner shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Contractor. In the event that the Contract Documents do not contain submittal requirements pertaining to the Work, the Contractor agrees upon request to submit in a timely fashion to the Owner, for review and approval, any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Owner.

3.14.2 The Owner shall be responsible for review and approval of submittals in accordance with the approved Schedule of Work. The Contractor shall reimburse the Owner for all costs incurred by the Owner that were made necessary by the re-review of a previously disapproved or rejected submittal. Further, any time required to prepare, submit, and review a previously rejected submittal will not justify an increase to the Contract Price and/or Contract Time. The Contractor shall not be entitled to an increase in Contract Time or Contract Price resulting from delays in approving submittals that do not conform to the submittal schedule contained in the Schedule of Work.

3.14.3 The Contractor shall perform all Work strictly in accordance with approved submittals, and no Work requiring approval shall be performed prior to obtaining the necessary approvals. Approval of shop drawings is not authorization to Contractor to perform Changed Work, unless the procedures of Article 8 are followed. Approval does not relieve the Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

3.14.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Project site on a contemporaneous basis and available to the Owner upon request: drawings, specifications, addenda, Change Order and other modifications, and required submittals including product data, samples and shop drawings.

3.14.5 No substitutions shall be made in the Work unless the procedures stated in this section are followed and substitution is approved in writing by the Owner prior to installation in the Work. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner.

3.14.5.1 If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, Contractor must both comply with the Contract Documents and submit any cost impact. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution.

3.14.5.2 The Contractor may offer a substitution of a specified or indicated item if it presents complete information concerning the substitution and the benefits thereof to the Owner by reason of lower cost or improved performance, or both, over the specified or indicated item. However, such submission of a proposed substitution does not relieve the Contractor from its obligations under the Contract Documents. In proposing a substitution, the Contractor warrants that the substitution is, at a minimum, equivalent in performance to the specified or indicated item.

3.14.5.3 Any additional costs and changes to the Work (including, but not limited to the Work of other Contractors and additional design costs which may be affected thereby) which may result from the proposed substitution shall be disclosed at the time the substitution is proposed to the Owner. Changes to the Work and any additional costs therefrom shall be the sole responsibility of the Contractor and shall not increase the Contract Price.

3.14.5.4 The Contractor's substitution proposals shall include written descriptions of the items to be substituted (including drawings and/or specifications) and referenced information of the proposed substitution. The Owner's Representative's signature on this proposal is required for acceptance. Shop Drawings will not be considered a substitution proposal pursuant to this section. Verbal approvals or approved Shop Drawings will not be considered as acceptance of proposed substitutions. Any design, testing, or modification costs resulting from any substitution are solely the responsibility of the Contractor. Acceptance by the Owner does not change the Contractor's responsibility for all costs related to Contractor-initiated substitutions.

3.14.5.5 The burden of proving the comparative quality and suitability of the offered materials or equipment shall be upon the Contractor. Where the material is specified by capacity or performance, the burden of proof shall be on the Contractor to show that any particular equipment or materials meet the minimum capacities or performance requirements specified. The Contractor shall furnish at its own expense all information necessary for a determination as to whether the minimum capacities or performance requirements will be met. Such information shall be submitted so as not to cause a delay in delivery and/or progress of the Work. The Owner shall be the judge of such matters. If the Owner rejects the use of any substitutions, alternative materials, or equipment, then one of the products designated by brand name shall be furnished. The Schedule of Work shall not be affected by any substitution.

3.14.5.6 If changes to the design or delays result from the proper installation or fit of alternative or substituted materials, articles or equipment or other deviations from the Contract Documents, all such costs, delays, and expenses shall be the sole responsibility of the Contractor.

3.14.6 The Contractor shall prepare and submit to the Owner, as needed:

final marked-up as-built drawings, or updated electronic data, in accordance with this Agreement or Attachment, containing documentation in general documenting how the various elements of the Work were actually constructed or installed.

3.15 PROFESSIONAL SERVICES The Contractor may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences, and procedure for such services specifically called for by the Contract Documents. The Contractor shall obtain these professional services and any design certifications required from design professionals appropriately licensed in the State of Michigan. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Contractor shall not be required to provide such services in violation of existing laws, rules, and regulations in Michigan. Written acceptance by the Owner must be obtained by the Contractor in advance of Professional Services described in this section.

### 3.16 WORKSITE CONDITIONS

3.16.1 WORKSITE VISIT The Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinary encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Contractor shall stop Work and give immediate written notice of the condition to the Owner. The Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be determined as provided in Article 8 and, if applicable, MCL 125.1592. The Contractor shall provide the Owner with written notice of any claim as a result of unknown conditions within the time period set forth in Paragraph 8.4 and, if applicable, as required by MCL 125.1592.

### 3.17 PERMITS AND TAXES

3.17.1 Contractor shall give public authorities all notices required by law and, except for permits and fees which are the sole responsibility of the Owner pursuant to paragraph 4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Contractor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.17.2 Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Contractor.

3.17.3 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs resulting from any changes in laws, ordinances, rules, and regulations enacted after the date of this Agreement, including increased taxes.

3.17.4 If in accordance with the Owner's direction, the Contractor claims and exemption for taxes, the Owner shall indemnify and hold the Contractor harmless from any liability, penalty, interest, fine, tax assessment, attorney's fees, or other expense or cost incurred by the Contractor as a result of any such action.

### 3.18 CUTTING, FITTING AND PATCHING

3.18.1 The Contractor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the Work of the Owner or Others.

3.18.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Others by cutting, patching, or otherwise altering such construction, or by excavation. Cutting, patching, or altering the work of the Owner or Others shall only be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

### 3.19 CLEANING UP

3.19.1 The Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.19.2 If the Contractor fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Contractor in the next payment period.

3.20 ACCESS TO WORK The Contractor shall provide reasonable access to the Owner and Others to Work in progress.

3.21 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Contractor shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and Material Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Contractor or which the Contractor may acquire in connection with the Work.

### 3.22 UTILITIES

3.22.1 The Contractor shall provide as-built drawings of all utilities encountered and constructed for the Owner, indicating the size, horizontal location, and vertical location based on the Project bench mark or a stable datum.

3.22.2 Unless otherwise specifically stated, the Contractor shall provide or otherwise make all arrangements for utilities required to deliver the work. The costs of utility consumption to deliver the Work shall be the responsibility of the Owner and shall not be included in the Contract Sum. The Contractor shall endeavor to prevent unnecessary waste of utility resources. Willfully wasting utilities shall result in a Contract Sum deduction through a Change Order.

3.22.3 In the event of a utility or system full or partial shutdown, the Contractor shall notify and schedule such utility interruption with the appropriate Owner representative at least three weeks prior to such interruption. The Contractor shall be responsible for all costs incurred as a result of utility interruptions under the control of the Contractor or caused by the Contractor's operations.

3.22.4 In the event of an emergency utility or system full or partial shutdown, the Contractor shall immediately notify the Owner.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

4.1 **INFORMATION AND SERVICES** Any information or services to be provided by the Owner shall be provided in accordance with the approved Schedule of the Work.

4.2 **WORKSITE INFORMATION** Except to the extent that the Contractor knows of any inaccuracy and following the completion of reasonable measures to verify the accuracy, the Contractor is entitled to rely on Worksite information furnished by the Owner pursuant to this Paragraph 4.3. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.2.1 information describing the physical characteristics of the site, including surveys, site evaluations and legal descriptions

4.2.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

4.2.3 any other information or services requested in writing by the Contractor which are relevant to the Contractor's performance of the Work and under the Owner's control.

The information required by Paragraph 4.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details to the extent available shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be verified by the Contractor in laying out the Work.

4.3 **BUILDING PERMIT, FEES AND APPROVALS** Except for those permits and fees related to the Work which are the responsibility of the Contractor pursuant to Subparagraph 3.17.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use or occupancy of permanent structure or for permanent changes in existing facilities, including the building permit. Permit Matrix to be developed.

4.4 **MECHANICS AND CONSTRUCTION LIEN INFORMATION** Deleted.

4.5 **CONTRACT DOCUMENTS** Unless otherwise specified, Owner shall provide three (3) hard copies of the Contract Documents to the Contractor without cost.

4.5.1 **DIGITALIZED DOCUMENTS** If the Owner requires that the Owner and Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Contractor shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement, which, at a minimum, shall specify: (1) the definition of documents and data

to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

**4.6 OWNERS'S REPRESENTATIVE** The Owner's authorized representative is Ralph A. Lange, Ypsilanti City manager. The representative shall be fully acquainted with the Project, and shall have authority to act on behalf of the Owner in all matters requiring the Owner's approval, authorization or written notice, except for any modifications to the Contract Time or the Contract Sum as noted on the attached Authority Matrix. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify the Contractor in writing.

**4.7 OWNER'S RIGHT TO CLEAN UP** In case of a dispute between the Contractor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measure after two (2) business Days' notice and allocate the cost among those responsible during the following pay period.

**4.8 COST OF CORRECTING DAMAGED OR DESTROYED WORK** With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Contractor, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Contractor incurs additional costs or is delayed due to such loss or damage, the Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Time.

## **ARTICLE 5 SUBCONTRACTS**

**5.1 SUBCONTRACTS** The Work not performed by the Contractor with its own forces shall be performed by Subcontractors.

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** As soon after the award of the Agreement as possible and in not event more than 15 days following execution of this Agreement, the Contractor shall provide the Owner with a written list of the proposed Subcontractors and significant material suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or material supplier, the Owner shall notify the Contractor in writing.

**5.2.2** If the Owner has reasonably and promptly objected as provided in Subparagraph 5.2.1, the Contractor shall not contract with the proposed Subcontractor or material supplier, and the Contractor shall propose another acceptable Subcontractor to the Owner.

**5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Contractor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work.

### **5.4 LABOR RELATIONS – PREVAILING WAGES**

**5.4.1** This project is subject to the Wages and Fringe Benefits on State Projects Act (the Prevailing Wage Act or "the Act"), MCL 408.551 et seq. The Contractor and each Subcontractor shall be responsible to fully comply with all requirements of the Act and shall pay to each class of

mechanics and laborers not less than the prevailing wage and fringe benefit rates as determined by the Michigan Department of Labor and Economic Growth, Wage and Hour Division. The Contractor shall post at the Worksite, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the Owner with a copy of the applicable wage and benefit rates.

5.4.2 The Contractor and each Subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each Subcontractor shall submit certified payroll records with each application for payment.

5.4.3 If a Contractor or Subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the Owner, the Owner shall have the right, at its option, to do any or all of the following:

5.4.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the Owner to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.

5.4.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the Owner for any excess costs incurred by the Owner.

5.4.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

## 5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.5.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Contractor to the Owner, subject to the prior rights of any surety, provided that:

5.5.1.1 this Agreement is terminated by the Owner; and

5.5.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights of the Contractor pursuant to each subcontract agreement.

5.5.1.3 This language, relative to contingent assignment of subcontracts, shall be included in the subcontracts issued by the Contractor.

## 5.6 TRADE DISPUTES

5.6.1 Wherever any provision of any section of the Plans and Specification conflicts with any agreement or regulation of any kind at any time in force among members of any Trade Associations, Unions, or Councils which regulate or distinguish that Work shall or shall not be included in the Work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage, increase to the Contract Sum or recourse to the Owner. The Owner will not be responsible for nor arbitrate disputes among Subcontractors nor between the Contractor and one or more Subcontractors concerning responsibility for performing any part of the Project.

5.6.2 In case the progress of the work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract Documents because of conflict involving any agreement or regulation of the type described above, the Owner's Representative may require

that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

## **ARTICLE 6 CONTRACT TIME**

### **6.1 PERFORMANCE OF THE WORK**

**6.1.1 DATE OF COMMENCEMENT** The Date of Commencement is the date of this Agreement as first written in Article 1 unless otherwise set forth below: (Insert here any special provisions concerning notices to proceed and the Date of Commencement):

**6.1.2 TIME** Substantial Completion of the Work shall be achieved on or before October 15, 2013. Unless otherwise specified in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion on or before November 1, 2013, subject to adjustments as provided for in the Contract Documents.

**6.1.3** Time limits stated above are of the essence of this Agreement.

**6.1.4** Unless instructed by the Owner in writing, the Contractor shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Contractor and Owner.

### **6.2 SCHEDULE OF THE WORK**

**6.2.1** Before Commencing Work, the Contractor shall submit to the Owner a Schedule of the Work that shall show the dates on which the Contractor plans to commence and complete various parts of the Work, including dates for submittals and on which information and approvals are required from the Owner and all anticipated utility interruptions in accordance with Paragraph 3.22. On the Owner's written approval of the Schedule of Work, the Contractor shall comply with it unless directed by the Owner to do otherwise. An updated construction schedule shall be submitted to the Owner five (5) days prior to the submittal of the Contractor's monthly payment request. The updated Schedule of the Work that satisfies the requirement of this Agreement must accurately reflect the status of the Work, and incorporate all changes into the schedule, including actual dates and cost of Work performed. Submittal of the updated schedules shall be a condition precedent to the processing of monthly payment applications. Updated schedules shall also be submitted at such other times as the Owner may direct. Upon approval of a change order or issuance of a direction to proceed with a change, the approved change shall be reflected in the next updated Schedule of the Work submitted by the Contractor. If completion of any part of the Work, the delivery of equipment or material, or the Contractor submittals is behind the updated Schedule of Work and will cause the end date of the work to be later than the Contract Time, the Contractor shall submit in writing a plan acceptable to the Owner for completing the Work on or before the current Contract completion date.

**6.2.2** The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. The Owner may require the Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase Contractor's time and costs the Contract Price and Contract Time may be equitable adjusted if Contractor demonstrates entitlement pursuant to the requirements of the Contract Documents.

**6.2.3** Float, slack time, or contingency within the Schedule of the Work at the activity level and total float within the overall schedule, is not for the exclusive use of either the Owner or the Contractor,

but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the Schedule of the Work is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension until all Owner-caused time savings are exceeded and the Contract completion date is also exceeded.

### 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Contractor is delayed at any time in the commencement of progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time so long as the extension is reasonable, actual, and documented. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: acts or omissions of the Owner or Others; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Material; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution; and suspension by the Owner under Paragraph 11.1. The Contractor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of Article 8. Contractor's sole remedy for adverse weather conditions shall be an extension of Contract Time.

6.3.1.1 The Owner shall not recognize labor disputes, strikes, work stoppages, picketing or boycotting by employees of or under the control or direction of the Contractor or its subcontractors, to be cause for extending the Construction Project Schedule or the Contract Time or adjusting the Contract Sum. Such labor disputes, strikes, work stoppages, picketing, or boycotts may constitute grounds for termination of the Contractor.

6.3.2 NOTICE OF DELAYS In the event delays to the Work are encountered for any reason, the Contractor shall provide prompt written notice to the Owner of the cause of such delays after Contractor first recognized the delay. The Owner or Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Contractor requests and equitable extension of Contract Time or an equitable adjustment in Contract Price as a result of a delay described in Subparagraph 6.3.1, the Contractor shall give the Owner written notice of the claim in accordance with Paragraph 8.4. If the Contractor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional cost incurred as a result of the delay subject to Paragraph 6.6. The Owner shall process any such claim against the Contractor in accordance with Article 8.

## ARTICLE 7 CONTRACT PRICE

7.1 LUMP SUM As full compensation for performance by the Contractor of the Work in conformance with the Contract Documents, the Owner shall pay the Contractor the lump sum price of Eight Hundred Forty Four Thousand Five Hundred Dollars (\$844,500). The lump sum price in hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in Article 8.

## 7.2 ALLOWANCES

7.2.1 All allowances stated in the Contract Documents shall be included in the Contract Price. While the Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if the Contractor reasonable objects to a material supplier or subcontractor, it shall not be required to contract with them. The Owner shall select allowance items in a timely manner so as not to delay the work.

7.2.2 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading, and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Contractor's Overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater or less than the allowances.

## **ARTICLE 8 CHANGES**

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, and Interim Directed Change.

### 8.1 CHANGE ORDER

8.1.1 The Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order. Any such requests for a change in the Contract Price or the Contract Time shall be processed in accordance with this Article 8.

8.1.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonable withheld.

### 8.2 INTERIM DIRECTED CHANGE

8.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price or the Contract Time. The Contractor shall proceed with the Work on an Interim Directed Change immediately upon its issuance.

8.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Direct Change. As the Change Work is performed, the Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the work shall be performed on a time and materials basis. All time sheets and materials invoices shall be submitted for approval of the Owner's Representative daily.

8.2.3 When the Owner and the Contractor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim

Directed Changes on which the Owner and Contractor have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.2.4 No action, conduct, omission, prior failure or course of dealing by the Owner shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing and signed by the Owner and Contractor and that such written Change Orders are the exclusive method for changing or altering the Contract Price or Contract Time. The Owner and Contractor understand and agree that the Contract Price and Contract Time cannot be changed by implication, oral agreement, actions, inactions, course of conduct, or construction change directive.

### 8.3 DETERMINATION OF COST

8.3.1 The contract language contained in this Article will supplement and take precedence over all other change order pricing contract provisions in file contract documents provided by either the Owner or Contractor. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Contractor or Subcontractors, and all other lower tier Sub-Subcontractors working on the Project. In the event of a conflict between the language in this Article and the other Contract Documents used for the Project, the change order pricing and contract provisions in this Article shall govern.

8.3.2 The Contractor agrees that it will incorporate the provisions of this Article into all agreements with lower tier Contractors, Subcontractors, etc. It is understood that these change order pricing provisions apply to all types of contracts and subcontracts, specifically including lump sum (or fixed price contracts), unit price contracts, and cost plus contracts with or without a guaranteed maximum. It is further understood that these change order provisions will apply to all methods of change order pricing specifically including lump sum change order proposals, unit price change order proposals, and cost plus change order proposals.

8.3.3 Whenever change order proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the contractor in accordance with the pricing provisions found in this Article. The options will be (1) lump sum change order proposal, (2) unit price change order proposal, or (3) cost plus change order proposal as defined in the following provisions:

a. **Lump Sum Change Order Proposals:** The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment in a detailed format satisfactory to the Owner. The Owner will require itemized change orders on all change order proposals from the Contractor, Subcontractors, and Sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item by drawing as applicable).

b. **Labor:** Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the contractor for those workers or crews of workers who the contractor reasonably anticipates will perform the change order work. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the agreed upon Markup Percentages as outlined in Paragraph 6 of this Article.

c. **Labor Burden:** Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employers for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates,

expense constants, assigned risk pool costs, net cost reductions due to policies with deductible for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

d. Material: Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to trade discounts, free material credits, and/or volume rebates. Cash discounts available on material purchased for change order work shall be credited to Owner if the Contractor is provided Owner funds in time for Contractor to take advantage of any such cash discounts. Price quotations from material suppliers must be itemized by each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

e. Equipment: Allowable change order estimated costs may include appropriate amounts for rental or major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$1000). For Contractor-owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of the AED Green Book divided by 173 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor-owned equipment, the aggregate equipment rent changes for any single piece of equipment used in any change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

8.3.3.1 Maximum Markup Percentage Allowable on Self-Performed Work: With respect to pricing change orders to any Lump Sum Contract change order, the maximum Markup Percentage Fee to be paid to any Contractor (regardless of tier) on self-performed work shall be a single markup percentage not to exceed (the following sliding scale of percentages) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change order or extra work; (2) the net cost of material and installed equipment incorporated into the change or extra work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The following sliding scale will apply for the pricing of the self-performed work portion of each change order proposal request:

- a. 15% on the first \$25,000 of the change order direct cost of self-performed work,
- b. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and,
- c. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and,
- d. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.

8.3.3.2 Maximum Markup Percentages Allowable on Work Performed by Lower Tier Contractors: With respect to pricing the portion of the change order proposals involving work performed by lower tier contractors, the maximum Markup Percentage Fee allowable to the Contractor supervising the lower tier contractor's work shall not exceed the following sliding scale on the aggregate amount allowed to be charged by the lower tier contractor(s) for each change order event:

- a. 8% on the first \$25,000 of approved change order work performed by all subcontractors combined for any particular change order proposal.

- b. 4% on any amount greater than \$25,000 of approved change order work performed by all the subcontractors combined for any particular change order proposal.

8.3.3.3 Sales and use tax (if applicable) shall not be subject to any Markup Percentage Fee. Any sales or use tax properly payable to the Contractors shall be added, after computing the change order amount before tax.

8.3.3.4 As a further clarification, the agreed upon Markup Percentage Fee is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the Markup Percentage Fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordination; expediting; purchasing; detailing; legal, accounting, data processing, or other administrative expenses; shop drawings; permits; comprehensive general liability insurance; auto insurance and umbrella insurance; pick-up truck costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual value of \$750 or less.

8.3.3.5 The application of the markup percentages referenced in the preceding paragraphs will apply to both additive and deductive change orders. In the case of a deductive change order, after the net credit is computed by applying the sliding scale percentages as outlined, an adjustment will be made to the computed credit by multiplying the credit amount by a factor of .975 to arrive at a final credit amount to be issued to the Owner. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net additive or deductive amount.

8.3.3.6 In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to accomplish the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

8.3.3.7 The Contractor's proposals for change in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to the Owner, or if the changed work should be started immediately to avoid damages to the project or costly delay, the Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor to proceed with the changed work on a cost-plus basis with an agreed upon "not to exceed" price for the work to be performed. Such directions to the Contractor by the Owner shall be confirmed in writing by a "Notice to Proceed on Changes" letter within seven (7) calendar days. The cost or credit, and or time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

8.3.3.8 Contract adjustments related to any increased or decreased costs related to insurance and/or bond coverage shall be reflected in each Change Order and shall not be subject to any Contractor markup for overhead and profit.

8.3.3.9 Unit Price Change Order Proposals: As an alternative to Lump Sum Change Order Proposals, the Owner may choose the option to use Contract Unit Prices. The Contractor will submit within seven (7) days after receipt of the Owner's written request for a Unit Price Proposal, a written Unit Price Proposal itemizing the quantities of each item of work for which

there is an applicable Contract Unit Price. The quantities must be itemized in relation to each specific contract drawing.

8.3.3.10 Contract Unit Prices will be applied to net differences of quantities of the same item. Such Contract Unit Prices will be considered to cover all direct and indirect costs of furnishing and installing the item including the Subcontractor's Markup Percentage Fee.

8.3.3.10.1 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or Contractor, such unit prices shall be equitably be adjusted. Where final in-place quantities vary more than 5% from the original quantity the original unit pricing shall be re-evaluated by the Contractor to determine if an equitable adjustment is warranted.

8.3.3.11 Cost Plus Change Order Proposals: As an alternative to either Lump Sum Change Order Proposals for Unit Price Change Order Proposals, the Owner may elect to have any extra work performed on a cost plus markup percentage fee basis. Upon written notice to proceed, the Contractor shall perform such authorized extra work at actual cost for direct labor (working foremen, journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendence of any nature whatsoever, including general foremen, or the cost or rental of small tools, minor equipment, or plan (fabrication), plus the approved markup percentage fee. The intent of this clause is to define allowable cost plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Proposals as above. Owner and Contractor may agree in advance in writing on maximum price for this work and Owner shall not be liable for any change in excess of the maximum. Daily time sheets with names of all Contractor's employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor for time periods during which extra work is performed on a cost plus fee basis. Daily time sheets will break down the paid hours worked by the Contractor's employees showing both base contract work as well as extra work performed by each employee.

8.3.3.12 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to support it Change Order Proposals or other contract price adjustments under the contract. Contractor further agrees to submit change order proposals with cost and pricing data, which is accurate, complete, current and in accordance with the terms of the contract with respect to pricing of change orders.

8.3.3.13 Right to Verify Change Order Pricing Information: Contractor agrees that any designated Owner's Representative will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change proposals. Even after a Change Order Proposal has been approved, Contractor agrees that if the Owner later determines the cost and pricing data submitted was inaccurate, incomplete, not current, or not in compliance with the terms of the contract regarding pricing of change orders, then the appropriate contract price reduction will be made.

8.3.3.14 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide and require all Subcontractors to provide a breakdown of allowable labor and labor burden cost information as outlined in the Article. This information will be used to evaluate the potential cost of labor and labor burden related to change order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or change order pricing labor rates. However, at the time change orders are priced, the submitted cost data for labor rates may be used to price change order work. The accuracy of any such

agreed upon labor cost components used to price change orders will be subject to later audit. Approved change order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

8.3.3.15 The Contractor is required to notify the owner within seven (7) calendar days subsequent to an event that may lead to a claim by the Contractor or Subcontractor of any tier. The claim is to be perfected and the Owner provided a full accounting for all costs associated with the claim within thirty (30) calendar days, unless the Contractor requests in writing and the Owner agrees to a specific extension of this time. The reason for the extension is to be made known to the Owner in the written request. Any claims that are not promptly and accurately reported in keeping with this article will not be entertained. The Owner has the right to verify amounts claimed in the same manner as described in subparts 12 and 13 of this Article.

8.3.4 The Owner and Contractor shall determine the increase or decrease in Contract Time resulting from a change in the Work before the change in the Work is begun. The analysis to be performed is intended to determine the best estimate of the future events related to the change in the Work.

8.3.5 Within 14 days of receiving a change request by the Owner for changes that the Contractor or Owner believe should result in a change to the Contract Time, the Contractor shall submit a request for an equitable extension (or reduction) of Contract Time consisting of the following: (Note that this should be integrated with the other notice provisions associated with contract changes.)

8.3.5.1 A proposed "fragnet" or schedule of the work tasks associated with the change in the Work. The fragnet shall include all associated work activities with a duration defined for each activity. The fragnet should also define the relationships among all of the activities.

8.3.5.2 An explanation of the relationship between the fragnet and the activities in the Contractor's Schedule of the Work, including what activities in the Schedule of the Work are proposed to be replaced, altered, or deleted as a result of the change.

8.3.5.3 A revised Schedule of the Work integrating the fragnet into the current Schedule of the Work. The current Schedule of the Work will be the latest monthly update that has been submitted by the Contractor in the normal schedule submittal process and that has been reviewed and approved by the Owner. (Note that this provision will need to address what happens if the parties have not been following the required scheduling process or if the schedule update has been submitted by is still under review by the Owner. The goal of these provisions is that the parties agree on what is the current Schedule of the Work.)

8.3.5.4 The revised Schedule of the Work will forecast a scheduled project completion date and completion dates for interim milestones or other key dates that considers the effect of the insertion of the fragnet into the schedule. Any change in the forecast completion date and other key dates represents the time impact of the change.

8.3.6 Within seven (7) days of receiving the Contractor's request for an equitable extension (or reduction) of Contract Time, the Owner will take one of the following actions:

8.3.6.1 Accept the Contractor's revised Schedule of the Work and agree to issue a change in Contract Time equal to the difference between the project completion date forecast by the current Schedule of the Work (as defined in Subparagraph 8.3.5.3) and the Schedule of the Work revised by insertion of the fragnet.

8.3.6.2 Reject the Contractor's request as not being a change to the Contract.

8.3.6.3 Provide the Contractor with comments related to those portions of the Contractor's proposal for which the Owner disagrees or that are insufficient to allow evaluation.

8.3.6.4 Provide the Contractor with suggestions for how the time impact may be mitigated or reduced.

8.3.7 In the event that the Owner disagrees with portions of the Contractor's submission, the Contractor will have an additional seven (7) days in which to respond to the comments received from the Owner.

8.3.8 As soon as possible after receiving a revised submission from the Contractor, the parties will meet to discuss any differences related to the determination of time and to negotiate and resolve the Contractor's request for a change to Contract Time.

8.3.9 In the event that the Parties are unable to resolve the time associated with a change, the parties will attempt to agree on the following components of the time analysis method:

8.3.9.1 The current Schedule of the Work.

8.3.9.2 The activities and logic of the fragnet.

8.3.9.3 The relationship between the fragnet and the current Schedule of the Work.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in Subparagraph 6.3.2 and Paragraph 6.4 for any claim for an increase in the Contract price or the Contract Time, the Contractor shall give the Owner written notice of the claim within ten (10) Days after the occurrence giving rise to the claim or within ten (10) Days after the Contractor first recognized the condition giving rise to the claim, whichever is later. Such notice of delay shall describe the nature and cause of the delay, provide a preliminary estimate of impact of said delay on the Schedule of the Work and provide a recovery plan to mitigate the delay. The Contractor's failure to give such notice to the Owner shall constitute a waiver by the Contractor of its ability to request and extension of time. In the case of a continuing cause of delay, only one claim shall be necessary. The giving of such notice shall not of itself establish the validity of the cause of delay or of the extension of the time for completion. Submission of reports and/or schedule updates required at regularly scheduled meetings or as a part of a regularly submitted report shall not constitute such required notice. Prior to submitting any claim by a Subcontractor for additional compensation, the Contractor shall have examined any such claim and verified its accuracy and completeness, and the Contractor shall have identified any Claim or portion of the Claim that is not the responsibility of the Owner. The Owner shall respond in writing denying or approving all or in any part of the Contractor's claim or requesting additional information from the Contractor within twenty-one (21) Days after receipt of the Contractor's claim unless such other longer time is agreed by the parties. Any change in the Contract Price or the Contract Time resulting from such claim shall only be authorized by Change Order.

8.4.1 The Contractor expressly agrees that delays to construction activities which do not affect the overall time of completion of the Work shall not entitle the Contractor to an extension of the Contract Time or provide a basis for additional cost or damages. No delay, obstruction, interference, hindrance, or disruption, from whatever source or cause in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, obstruction, interference, hindrance, or disruption is without the fault of and not the responsibility of the Contractor and directly affects to overall completion of the Work as reflected in the Contractor's updated and accepted Schedule of the Work.

## 8.5 RIGHT-TO-AUDIT

8.5.1 Whenever the Owner enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or

time and material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. An Owner's Representative or an outside representative engaged by Owner may perform such audits. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three (3) years after final payment or longer if required by law.

8.5.2 Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in Owner's judgment, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealing with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.

8.5.3 Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

8.5.4 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article.

8.5.5 If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to Contractor.

## **ARTICLE 9 PAYMENT**

9.1 SCHEDULE OF VALUES Within ten (10) Days from the date of execution of this Agreement, the Contractor shall prepare and submit to the Owner a schedule of values apportioned to the various

divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

## 9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS The contractor shall submit to the Owner a monthly application for payment no later than the 10th Day of the calendar month for the preceding thirty (30) Days. Contractor's applications for payment shall be itemized and supported by the Contractor's schedule of values and any other substantiating data a required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directed Change. The Owner shall pay the amount otherwise due on any payment application no later than twenty (20) Days after the Contractor has submitted a complete and accurate payment application as acknowledged by the Owner's Representative, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts as may be retained in Subparagraph 9.2.4.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work by delivered to and suitable stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site.

### 9.2.3 LIEN WAIVERS AND LIENS

9.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by the Owner, as a prerequisite for payment, the Contractor shall provide partial conditional lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors, and Material Suppliers for the completed Work. Contractor shall supply unconditional lien waivers for all prior applications for payment.

9.2.4 RETAINAGE From each progress payment made prior to Substantial Completion, the Owner may retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in Paragraph 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.4.1 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.4.2 the Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which the Owner has accepted.

9.3 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Contractor is responsible therefor under this Agreement:

9.3.1 the Contractor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 loss or damage arising out of or relating to this Agreement and caused by the Contractor to the Owner or to Others to whom the Owner may be liable;

9.3.3 the Contractor's failure to properly pay Subcontractors and Material Suppliers following receipt of such payments from the Owner;

9.3.4 rejected, nonconforming or defective Work and corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

9.3.7 third party claims involving the Contractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

No later than 14 Days after receipt of an application for payment, the Owner shall give written notice to the Contractor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Contractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

#### 9.5 SUBSTANTIAL COMPLETION

9.5.1 The Contractor shall notify the Owner when it considers Substantial Completion of the work or a designated portion to have been achieved, and the Contractor shall provide its list of items of incomplete or remaining unfinished Work. The Owner shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without unscheduled interference in completing any remaining unfinished Work by the Contractor. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner and the Contractor shall add to the Contractor's list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The Contractor shall promptly complete all items on the list.

9.5.2 When Substantial Completion of the Work or a designated portion is achieved, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Work. In the absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. This certificate shall also list the items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by the Contractor to the Owner for written acceptance of responsibilities assigned in the Certificate.

9.5.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

#### 9.6 PARTIAL OCCUPANCY OR USE

9.6.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

## 9.7 FINAL COMPLETION AND FINAL PAYMENT

9.7.1 Upon notification from the Contractor that the Work is complete and ready for final inspection and acceptance, the Owner shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.7.2 When Final Completion has been achieved, the Contractor shall prepare for the Owner's acceptance a final application for payment stating that to the best of the Contractor's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.7.3 Final payment of the balance of the Contract Price shall be made to the Contractor within 45 Days after the Contractor has submitted and approved, complete and accurate application for final payment, including submissions required under Subparagraph 9.8.4, and a Certificate of Final Completion has been executed by or on behalf of the Owner and the Contractor.

9.7.4 Final payment shall be due on the Contractor's submission of the following to the Owner:

9.7.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payroll or invoices for materials for equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

9.7.4.2 as-built drawings, manuals, copies of warranties and all other Close-out Documents as defined in Paragraph 2.4.22 as required by the Contract Documents;

9.7.4.3 release of any liens, conditioned on final payment being received;

9.7.4.4 consent of any surety; and

9.7.4.5 any outstanding known and unreported accidents or injuries experienced by the Contractor or its Subcontractors at the Worksite.

9.7.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Contractor shall submit to the Owner the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.7.6 **CONTRACTOR ACCEPTANCE OF FINAL PAYMENT** Unless the Contractor provides written identification of unsettled claims known to the Contractor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

## **ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS**

### 10.1 INSURANCE

10.1.1 Prior to the start of the Work, the Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall be project specific and shall include coverage for liability arising from premises, operations, independent contractors,

products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Prior to commencing any Work, the Contractor shall provide the Owner with certificates as well as endorsements of the insurance coverage required. All policies and certificates of insurance shall be approved by the Department of City Manager of the City prior to the inception of any work.

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

10.1.2 The Contractor's Employers' Liability, Worker's Compensation, Business Automobile Liability, and Commercial General Liability policies, as required in the Subparagraph 10.2.1, shall be written with at least the following limits of liability:

10.1.2.1 Employers' Liability Insurance

a. \$1,000,000

Bodily Injury by Accident

Each Accident

b. \$1,000,000

Bodily Injury by Disease

Policy Limit

c. \$1,000,000

Bodily Injury by Disease

Each Employee

10.1.2.2 Worker's Compensation Insurance

\$500,000

Each Accident

10.1.2.3 Business Automobile Liability Insurance

a. \$1,000,000

Each Accident

10.1.2.4 Commercial General Liability Insurance

a. \$1,000,000

Each Occurrence

- b. \$2,000,000  
General Aggregate
- c. \$2,000,000  
Products/Completed  
Operations Aggregate
- d. \$1,000,000  
Personal and Advertising  
Injury Limit

#### 10.1.2.5 Umbrella Excess Liability

- a. \$5,000,000 over primary insurance
- b. \$10,000 retention for self-insured hazards per occurrence.

10.1.3 Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under Subparagraph 10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.1.4 CONSTRUCTION INSURANCE The Contractor at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the City and/or its designee. This coverage shall be written for 100% of the completed value covering the City as the insured, with a deductible of not more than \$1,000. The Contractor shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

#### 10.1.5

10.1.6 The Contractor shall maintain in effect all insurance coverage required under Subparagraph 10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Contractor, or terminate this Agreement.

10.1.7 The policies of insurance required under Subparagraph 10.2.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least 30 Day's prior written notice has been given to the Owner. The Contractor shall maintain completed operations liability insurance for six (6) years after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Contractor shall furnish the Owner with certificates evidencing the required coverage. Contractor shall provide updated proof of insurance on no less than an annual basis or upon the request of the Owner's Representative.

### 10.2 PROPERTY INSURANCE

10.2.1 The Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that

may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Contractor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.2.2 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Works shall be upon the Contractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

### 10.3 OWNER'S INSURANCE

10.3.1 BUSINESS INCOME INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

10.3.2 OWNER'S LIABILITY INSURANCE The Contractor acknowledges that the Owner is self-insured and the Contractor agrees that the Owner is not required to provide or purchase any additional insurance with respect to this Project or the Work required of the Contractor for the Project.

### 10.4 ADDITIONAL LIABILITY COVERAGE

The Contractor's insurance as required by the Contract Documents (including subcontractor's insurance), by endorsement to the policies and the Certificates of Insurance, shall include the following and may be presented in the form of a rider attached to the Certificates of Insurance:

10.4.1 The City of Ypsilanti, its officers, employees, representatives and agents shall be included as insured for and relating to the Work to be performed by the Contractor or Subcontractors. This shall apply to all claims, costs, injuries, or damages.

10.4.2 A Severability of Interest Clause stating that , "The term 'insured' is hereby used severally and not collectively, both the inclusion herein of more than one insured shall not operate to increase the limits of the insurer's or insurers' liability."

10.4.3 A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insured hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's limits of liability as set forth in the insuring agreements."

10.4.4 The City of Ypsilanti, its officers, employees, representative and agents, shall not by reason of their inclusion incur liability to the insurance carriers for payment of premiums for such insurance. However, the City of Ypsilanti may, in its sole discretion after receiving a notice of cancellation for nonpayment, elect to pay the premium due and deduct such payment from any sums due to the Contractor or recover the amount paid from the Contractor if the sums are remaining are insufficient.

10.4.5 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the City of Ypsilanti, its officers, employees, representatives and agents.

10.5 ROYALTIES, PATENTS AND COPYRIGHTS The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the Work. The Contractor shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Contractor harmless from any

suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

## 10.6 BONDS

10.6.1 Performance and Payment Bonds are required of the Contractor. Such bonds shall be issued by a surety admitted and licensed in the State in which the Project is located and must be acceptable to the Owner and must comply in all respects with MCL 129.201 et seq. The penal sum of the Payment Bond and of the Performance Bond shall each be 100% of the original Contract Price. Any increase in the Contract Price that exceeds 10% in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such 10% amount, the penal sum of the bond shall remain equal to 100% of the Contract Price. The Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though the Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. The Contractor's Payment Bond for the Project, if any, shall be made available by the Owner for review and copying by the Subcontractor.

## **ARTICLE 11**

### **SUSPENSION, NOTICE TO CURE AND TERMINATION OF THE AGREEMENT**

#### 11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Owner order the Contractor in writing to suspend, delay, or interrupt the performance of the Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Contractor or any person or entity for whose acts or omissions the Contractor may be liable, then the Contractor shall immediately suspend, delay or interrupt that portion of the Work as ordered by the Owner. The Contract Price and the Contract Time may only be equitably adjusted by Change Order for the reasonable, actual, measurable and auditable cost and delay resulting from any such suspension.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and those results in a suspension of part or all of the Work does not constitute a suspension of Work under this Paragraph 11.1.

11.2 NOTICE TO CURE A DEFAULT If the Contractor refuses or fails to supply enough properly skilled workers, proper materials, or equipment, to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of the Agreement, the Contractor may be deemed in default. If the Contractor fails within seven (7) Days after receipt of written notification to correct such default with diligence and promptness, the Owner without prejudice to any other rights or remedies may:

11.2.1 supply workers and materials, equipment and other facilities as the Owner deems necessary for the satisfactory correction of the default, and charge the cost to the Contractor, who shall be liable for the payment of same including reasonable Overhead, profit and attorneys' fees;

11.2.2 contract with Others to perform such part of the Work as the Owner determines shall provide the most expeditious correction of the default, and charge the cost to the Contractor;

11.2.3 withhold payment due the Contractor in accordance with Paragraph 9.3; and

11.2.4 in the event of any emergency affecting the safety of persons or property, immediately commence and continue satisfactory correction of such default as provided in Subparagraphs 11.2.1 and 11.2.2 without first giving written notice to the Contractor, but shall give prompt written notice of such action to the Contractor following commencement of the action.

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 11.2, the Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within seven (7) additional Days. After the expiration of the additional seven (7) Days period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under Paragraph 11.2. If the Owner's cost arising out of the Contractor's failure to cure, including the cost of completing the Work and reasonable attorney's fees, exceeds the unpaid Contract Price, the Contractor shall be liable to the Owner for such excess costs.

11.3.2 USE OF CONTRACTOR'S MATERIALS, SUPPLIES AND EQUIPMENT If the Owner or Others perform work under this Paragraph 11.3, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Contractor and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Contractor in substantially the same condition as when they were taken, reasonable wear and tear expected.

11.3.3 If the Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provision of the Bankruptcy Code.

11.3.4 In the event that Owner's termination for cause is rejected or found to be without cause, then the Owner's termination shall be deemed to have been for convenience pursuant to Paragraph 11.4.

### 11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Contractor, the Owner may, without cause, terminate this Agreement. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminated this Agreement pursuant to the Paragraph 11.4, the Contractor shall be paid:

11.4.2.1 for the Work performed to date including overhead and profit on that Work completed;

11.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including overhead or profit on work not performed so long as costs under this section are reasonable, actual, and documented. This amount shall be the total of all compensation to which the Contractor will be entitled for such termination by the Owner.

11.4.3 If the Owner terminates this Agreement, the Contractor shall:

11.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Contractor to all materials, supplies, and equipment for which payment has or will be made in accordance with the Contract Documents and all Subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 eliminate the Owner's liability for subcontracts, orders, and commitments that have not be fulfilled at the time of termination;

11.4.3.3 cancel any Subcontracts, orders, and commitments as the Owner directs; and

11.4.3.4 sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

## 11.5 CONTRACTOR'S RIGHT TO TERMINATE

11.5.1 Upon twenty-one (21) Days' written notice to the Owner, the contractor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of the Contractor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or

11.5.1.3 suspension by Owner for convenience pursuant to Paragraph 11.1.

11.5.2 Upon termination by the Contractor in accordance with Paragraph 11.5, the Contractor shall be entitled to recover from the Owner payment for all Work executed, cost or expense in connection with the Work, including proven demobilization costs plus reasonable overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to Article 11, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charge or incurred or obligations arising before the termination date.

## **ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION**

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not effected. Upon receipt of such notice, senior executive of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the dispute remains unresolved after 15 Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in the Paragraph 12.3, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in Paragraph 12.5. The Parties agree that the dispute mitigation procedure shall be Project Neutral.

12.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Project Neutral/Dispute Review Board's responsibilities. The costs and expenses of the Project Neutral/Dispute Review Board shall be shared equally by the Parties. The Project Neutral/Dispute Review Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain and up-to-date understanding of the Project progress and issues and to enable the Project Neutral/Dispute Review Board to address matters in dispute between the Parties promptly and knowledgeably. The Project Neutral/Dispute Review Board shall issue nonbinding findings within five (5) business Days of referral of the matter to the Project Neutral/Dispute Review Board, unless good cause is shown.

12.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Project Neutral/Dispute Review Board fails to issue nonbinding findings within five (5) business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in Paragraph 12.5.

12.4 MEDIATION If direct discussions pursuant to Paragraph 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under Paragraph 12.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) business Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

12.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or mediation, the Parties shall submit the matter to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator(s) shall be entered in accordance with Michigan law in a court of competent jurisdiction.

12.5.1 The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.5.2 VENUE The venue of any binding dispute resolution procedure shall be the City of Ypsilanti, State of Michigan.

12.6 MULTIPARTY PROCEEDINGS All parties necessary to resolve a matter shall be parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

13.1 **ASSIGNMENT** The Contractor shall not assign its interest in this Agreement without the written consent of the Owner. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

13.2 **GOVERNING LAW** This Agreement shall be governed by the law in effect in the City of Ypsilanti, County of Washtenaw, State of Michigan.

13.3 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

13.5 **TITLES AND GROUPINGS** The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.7 **RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

#### 13.8 OTHER PROVISIONS

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

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

13.9 **COPELAND ANTI-KICKBACK ACT AND REGULATIONS** The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part 3), which are herein incorporated by reference.

13.10 **DAVIS-BACON ACT** Pursuant to the Davis-Bacon Act (Title 29, 40 UCS Section 276A-276A-5), the rates of wages paid to employees of the CONTRACTOR on this work shall be no less than the prevailing

wages for this locality to all class of workers employed by the CONTRACTOR on this improvement, as set forth in the Code and Act.

#### 13.11 LIVING WAGE

13.11.1 a. If this contract involves \$25,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) and City Code Section 2-298(8); and

b. Suitable notices shall be posted in the work place; and

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

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

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

13.11.4 The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

13.12 MICHIGAN IRAN ECONOMIC SANCTIONS ACT Except in amounts less than \$20 million, Contractor certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

13.13 ARCHAEOLOGICAL PROTOCOLS DURING CONSTRUCTION Should the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Owner, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

13.14 PROJECT WEBSITE When applicable, the Owner will provide and maintain an electronic management system, or other web-based project management program, to track information and documentation for the Project. The Contractor will be required to utilize the electronic management system, or other system designated by the Owner, at no additional cost to the Owner.

13.15 CONSTRUCTION UNITY BOARD Contractor agrees that they will sign a Construction Unity board ("CUB") Memorandum of Understanding (MOU) as a condition which must be fulfilled prior to receiving a contract with the City. Failure to sign a CUB MOU will result in the removal of your contract from the bid process. This applies to new construction or renovation work on capital facilities or improvement projects and the CUB agreement shall be enclosed with the request for proposal.

13.16 NOT IN DEFAULT TO CITY The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in

compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the agreement.

**13.17 AMERICAN'S WITH DISABILITIES ACT COMPLIANCE** If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

**Note:** The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

## **ARTICLE 14 CONTRACT DOCUMENTS**

**14.1**The Contract Documents in existence at the time of execution of this Agreement are as follows:

Drawings and Specifications  
Request for Proposals  
Bidding Documents  
Alternative Plan

### **14.2 INTERPRETATION OF CONTRACT DOCUMENTS**

**14.2.1** The drawings and specification are complementary. If Work is shown only on one but not on the other, the Contractor shall perform the Work as though fully described on both consistent with the Contract Documents and reasonable inferable from them as being necessary to produce the indicated results.

**14.2.2** In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Price pursuant to Articles 6 and 7 or dispute resolution in accordance with Article 12.

**14.2.3** Scaling the drawings is specifically prohibited.

**14.2.4** Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings.

**14.2.5** In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to Subparagraph 14.2.2 the drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this

Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to Paragraph 4.3; (f) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in on Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

14.2.6 If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. The quality and quantity of the parts or materials so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

14.2.7 If an item or system is either shown or specified, all material and equipment normally furnished with such items and needed o make a complete operating installation shall be provided whether mentioned or not, even though such materials and equipment are not shown on the drawings or described in the specifications, omitting only such parts as are specifically excepted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the date entered in Article 1.

OWNER: CITY OF YPSILANTI

BY: \_\_\_\_\_

Paul Schreiber, Mayor

BY: \_\_\_\_\_

Frances McMullan, City Clerk

CONTRACTOR: BARUZZINI CONSTRUCTION CO.

BY: [Redacted Signature]

PRINT NAME: Anthony Baruzzini

PRINT TITLE: VP



To: Mayor Schreiber & City Council  
From: Ericka Savage, Assistant to the City Manager  
RE: **2013 Fee Schedule**

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Office of the City Manager

## **REQUEST FOR LEGISLATION**

**Date: June 14, 2013**

### **SUMMARY/BACKGROUND**

Several years ago, City Council removed fees from the Municipal Code Ordinances and currently the policy is to adopt fees and penalties annually, by resolution. Fees are now compiled into one document, thereby eliminating the cost of reprinting ordinances each year.

City staff and Administration have reviewed the fees and compiled the attached amendments for Fiscal Year 2013-2014. Changes have been made in mostly all departments, due to either inflation or recalculation of staff time/wages/fringes. In some instances, fees have been added.

Note that there are two outstanding highlighted on the attached fee schedule. Forthcoming will be an ordinance amendment for the Administrative Hearings Bureau, including AHB costs. These costs have been added to the attached schedule, but will not become effective until after City Council adopts the ordinance amendment. Secondly, City staff is working on a comprehensive Special Events Policy and online application form. These changes are not reflected in the fee schedule. It will be submitted to City Council in one package in coming weeks.

ATTACHMENTS: 2013 Draft Fee Schedule, Resolution

RECOMMENDED ACTION: Approval

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DATE RECEIVED: 6-14-2013 AGENDA ITEM NO. Res. No. 2013-105

CITY MANAGER COMMENTS: \_\_\_\_\_

FOR AGENDA OF: 6-18-2013 FINANCE DIR. APPROVAL: \_\_\_\_\_

COUNCIL ACTION TAKEN: \_\_\_\_\_



June 13, 2013

Frances McMullan  
City Clerk  
1 South Huron  
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all installments on Special Assessment Rolls, which are due and have remained unpaid as of May 31, 2013.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the July 2013 Tax Roll.

Sincerely,

Kimberly D. Teamer  
City Treasurer



## REQUEST FOR LEGISLATION

DATE: June 18, 2013  
FROM: Kimberly D. Teamer, City Treasurer  
SUBJECT: Special Assessment

### SUMMARY/BACKGROUND

Bi-annually, unpaid weed removal, ordinance 624, sidewalk replacement and miscellaneous bills due to the City of Ypsilanti are added to the July/December tax roll.

All bills that remained unpaid for at least 30 days after the billing date, are to be added to the July/December tax roll.

Once these items are added to the tax roll, they become a lien on the property in accordance with the City Charter, Special Assessments, Section 8.01 Article VIII.

Further, at tax settlement, in March the County pays the City for any unpaid items. Washtenaw County Treasurer's Office serves as the collection agent for the City.

**Attachments:** Listing of unpaid weeds removal, ordinance 624's, sidewalk replacement, and miscellaneous bills as of May 31, 2013 for the City of Ypsilanti.

**Recommended Action:** City Council authorizes the City Treasurer to levy and assess the unpaid special assessments listed.

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO: \_\_\_\_\_

CITY MANAGER COMMENTS:

FOR AGENDA OF \_\_\_\_\_ FINANCE DIR APPROVAL:

COUNCIL ACTION TAKEN:



Resolution No.2013-107  
June 18, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2013 tax roll the attached listing of unpaid bills totaling \$78,824.33

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:      NO:      ABSENT:      VOTE:

**SPECIAL ASSESSMENT ROLL  
CITY OF YPSILANTI  
2013**

|                             |             |
|-----------------------------|-------------|
| 101: West Cross DDA         | \$ 7,437.63 |
| 102: Downtown District      | 3,584.19    |
| 103: Delinquent Water       | 20,303.32   |
| 104: Depot Town             | 5,893.79    |
| 109: Trash                  | 4,200.00    |
| 110: Weeds                  | 5,345.00    |
| 111: Water Street           | 1,505.56    |
| 112: Rental Inspection      | 3,360.00    |
| 115: 83 Mich Ave TIFA       | 19,030.86   |
| 119: 03 Mich Ave TIFA       | 2,963.98    |
| 124: Dangerous - Escrow     | 3,600.00    |
| 125: Dangerous – Inspection | 900.00      |
| 126: Leaf Removal           | 700.00      |
| Total Specials              | \$78,824.33 |

| Parcel No        | Owners Name                                                       | Sp. Assessment      | Amount |
|------------------|-------------------------------------------------------------------|---------------------|--------|
| 11-11-40-105-002 | PAPPAS JOHN & MARY<br>14 W CROSS ST<br>YPSILANTI MI 48197         | 101: WEST CROSS DDA | 97.88  |
| 11-11-40-105-003 | FRENCH WILLIAM & SANDRA,T<br>404 N HURON ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 191.78 |
| 11-11-40-105-004 | TELL BRIAN D & EGHerman R<br>408 N HURON ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 93.96  |
| 11-11-40-109-014 | D'ALECY SUSAN K, TRUST<br>318 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 129.80 |
| 11-11-40-109-015 | D'ALECY PROPERTIES LLC<br>312 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 126.87 |
| 11-11-40-109-016 | AOM MANAGEMENT, LLC<br>306 W CROSS ST<br>YPSILANTI MI 48197       | 101: WEST CROSS DDA | 158.87 |
| 11-11-40-109-017 | D ABBEG RENTALS LLC<br>302 W CROSS ST<br>YPSILANTI MI 48197       | 101: WEST CROSS DDA | 170.57 |
| 11-11-40-110-003 | ST JOHN CATHOLIC CHURCH<br>410 W CROSS ST<br>YPSILANTI MI 48197   | 101: WEST CROSS DDA | 0.00   |
| 11-11-40-113-009 | BARNES & BARNES PROPERTIE<br>516 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 327.61 |
| 11-11-40-113-010 | BARNES & BARNES PROPERTIE<br>514 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 121.02 |
| 11-11-40-113-011 | BARNES & BARNES PROPERTIE<br>512 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 166.73 |
| 11-11-40-113-012 | BARNES & BARNES PROPERTIE<br>510 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 121.68 |
| 11-11-40-113-013 | BARNES & BARNES PROPERTIE<br>506 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 131.04 |
| 11-11-40-113-014 | PASQUINZO AL<br>500 W CROSS ST<br>YPSILANTI MI 48197              | 101: WEST CROSS DDA | 127.60 |
| 11-11-40-131-005 | COPP & SCHMUNK HOLDINGS,<br>707 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 153.93 |
| 11-11-40-131-006 | COPP & SCHMUNK HOLDINGS,<br>711 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 89.58  |
| 11-11-40-131-007 | COPP & SCHMUNK HOLDINGS L<br>717 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 165.08 |
| 11-11-40-131-008 | CROSS STREET ONE, LLC<br>729 W CROSS ST<br>YPSILANTI MI 48197     | 101: WEST CROSS DDA | 88.48  |
| 11-11-40-131-009 | CROSS STREET ONE, LLC<br>731 W CROSS ST<br>YPSILANTI MI 48197     | 101: WEST CROSS DDA | 189.76 |
| 11-11-40-131-019 | CHRISANDY, INC<br>701 W CROSS ST<br>YPSILANTI MI 48197            | 101: WEST CROSS DDA | 223.77 |
| 11-11-40-131-020 | CLV YPSI LLC<br>705 W CROSS ST<br>YPSILANTI MI 48197              | 101: WEST CROSS DDA | 206.58 |
| 11-11-40-180-001 | BARNES & BARNES PROPERTIE<br>601 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 111.33 |
| 11-11-40-180-002 | BARNES & BARNES PROPERTIE<br>603 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 140.40 |
| 11-11-40-180-003 | BARNES & BARNES PROPERTIE<br>605 W CROSS ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 140.40 |
| 11-11-40-183-001 | PNA INVESTMENTS, LLC<br>501 W CROSS ST<br>YPSILANTI MI 48197      | 101: WEST CROSS DDA | 101.64 |
| 11-11-40-183-002 | KASHAM SHAFIQ<br>505 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 90.67  |
| 11-11-40-183-003 | CROSS STREET GROUP, LLC<br>511 W CROSS ST<br>YPSILANTI MI 48197   | 101: WEST CROSS DDA | 56.12  |

| Parcel No        | Owners Name                                                          | Sp. Assessment      | Amount |
|------------------|----------------------------------------------------------------------|---------------------|--------|
| 11-11-40-183-004 | ALSHALBY MAYSOUN<br>513 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 48.11  |
| 11-11-40-183-005 | 517 W CROSS, LLC<br>515 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 28.33  |
| 11-11-40-183-006 | 517 W. CROSS, LLC<br>517 W CROSS ST<br>YPSILANTI MI 48197            | 101: WEST CROSS DDA | 115.90 |
| 11-11-40-183-007 | ROMAN MICHELLE<br>523 W CROSS ST<br>YPSILANTI MI 48197               | 101: WEST CROSS DDA | 260.81 |
| 11-11-40-183-008 | ROMAN MICHELLE<br>531 W CROSS ST<br>YPSILANTI MI 48197               | 101: WEST CROSS DDA | 85.37  |
| 11-11-40-183-009 | A.M.S. PROPERTIES OF MICH<br>533 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 194.33 |
| 11-11-40-183-010 | MANARA HOLDINGS LLC<br>308 PERRIN ST<br>YPSILANTI MI 48197           | 101: WEST CROSS DDA | 209.87 |
| 11-11-40-184-001 | ANDREWS KARL L<br>413 W CROSS ST<br>YPSILANTI MI 48197               | 101: WEST CROSS DDA | 112.32 |
| 11-11-40-184-002 | HAYS KENNETH & DIANE L<br>417 W CROSS ST<br>YPSILANTI MI 48197       | 101: WEST CROSS DDA | 128.88 |
| 11-11-40-184-003 | KASHAM AHMAD M<br>421 W CROSS ST<br>YPSILANTI MI 48197               | 101: WEST CROSS DDA | 86.29  |
| 11-11-40-184-005 | CITY OF YPSILANTI<br>310 BALLARD ST<br>YPSILANTI MI 48197            | 101: WEST CROSS DDA | 0.00   |
| 11-11-40-184-016 | ST JOHN CATHOLIC CHURCH<br>407 W CROSS ST<br>YPSILANTI MI 48197      | 101: WEST CROSS DDA | 0.00   |
| 11-11-40-184-017 | 409 W CROSS, LLC<br>409 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 137.29 |
| 11-11-40-184-018 | CITY PRINTING CO<br>411 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 71.99  |
| 11-11-40-185-003 | JOHNSON JAMES H & RYE MEL<br>317 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 99.08  |
| 11-11-40-185-014 | 301 W CROSS, LLC<br>301 W CROSS ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 101.64 |
| 11-11-40-185-015 | MEHTA ENGINEERING LLC<br>309 W CROSS ST<br>YPSILANTI MI 48197        | 101: WEST CROSS DDA | 143.69 |
| 11-11-40-185-016 | ELLER MICHAEL S & REBECCA<br>311 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 131.04 |
| 11-11-40-185-017 | HAYS KENNETH & DIANE<br>315 W CROSS ST<br>YPSILANTI MI 48197         | 101: WEST CROSS DDA | 92.11  |
| 11-11-40-186-012 | KNIGHT ENTERPRISES, INC<br>317 N WASHINGTON ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 121.94 |
| 11-11-40-186-013 | 217 W CROSS LLC<br>217 W CROSS ST<br>YPSILANTI MI 48197              | 101: WEST CROSS DDA | 317.00 |
| 11-11-40-186-014 | 320 N ADAMS LLC<br>320 N ADAMS ST<br>YPSILANTI MI 48197              | 101: WEST CROSS DDA | 82.34  |
| 11-11-40-187-001 | CROSS STREET VILLAGE<br>210 W CROSS ST<br>YPSILANTI MI 48197         | 101: WEST CROSS DDA | 0.00   |
| 11-11-40-188-001 | M.I. ANTIQUE FIRE EQUIPME<br>110 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 172.39 |
| 11-11-40-188-002 | M.I. ANTIQUE FIRE EQUIPME<br>110 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 0.00   |
| 11-11-40-410-001 | LAKE LARRY & MICHELE, TRU<br>319 N HURON ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 103.11 |
| 11-11-40-410-002 | LAKE LARRY<br>105 W CROSS ST<br>YPSILANTI MI 48197                   | 101: WEST CROSS DDA | 17.00  |

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SPECIAL ASSESSMENT ROLL  
All Records  
All Special Assessments

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| Parcel No        | Owners Name                                                        | Sp. Assessment      | Amount |
|------------------|--------------------------------------------------------------------|---------------------|--------|
| 11-11-40-410-003 | JANOWIAK FUNERAL HOME<br>320 N WASHINGTON ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 505.86 |
| 11-99-02-304-500 | CITY PRINTING CO<br>411 W CROSS ST<br>YPSILANTI MI 48197           | 101: WEST CROSS DDA | 12.24  |
| 11-99-02-309-100 | CROSS STREET BOOK SHOP<br>523 W CROSS ST<br>YPSILANTI MI 48197     | 101: WEST CROSS DDA | 0.18   |
| 11-99-02-309-206 | CROSS STREET TANNING<br>215 W CROSS ST<br>YPSILANTI MI 48197       | 101: WEST CROSS DDA | 0.00   |
| 11-99-02-702-102 | GOLDEN WALL<br>421 W CROSS ST<br>YPSILANTI MI 48197                | 101: WEST CROSS DDA | 1.82   |
| 11-99-02-906-000 | JANOWIAK FUNERAL HOME<br>320 N WASHINGTON ST<br>YPSILANTI MI 48197 | 101: WEST CROSS DDA | 22.30  |
| 11-99-03-200-060 | LA FIESTA MEXICANA RESTAU<br>529 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 6.39   |
| 11-99-03-400-501 | NED'S BOOK STORE #107<br>707 W CROSS ST<br>YPSILANTI MI 48197      | 101: WEST CROSS DDA | 60.14  |
| 11-99-03-900-800 | SCISSORS<br>721 W CROSS ST<br>YPSILANTI MI 48197                   | 101: WEST CROSS DDA | 2.19   |
| 11-99-04-000-302 | THEO DOORS<br>705 W CROSS ST<br>YPSILANTI MI 48197                 | 101: WEST CROSS DDA | 0.00   |
| 11-99-04-001-800 | MOFEED CROSS STREET INC<br>500 W CROSS ST<br>YPSILANTI MI 48197    | 101: WEST CROSS DDA | 11.51  |
| 11-99-04-002-011 | TOWER INN<br>701 W CROSS ST<br>YPSILANTI MI 48197                  | 101: WEST CROSS DDA | 91.04  |
| 11-99-09-800-010 | TATTED UP<br>312 PERRIN ST<br>YPSILANTI MI 48197                   | 101: WEST CROSS DDA | 6.58   |
| 11-99-23-100-009 | BARNES & BARNES APT RENTA<br>520 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 1.82   |
| 11-99-23-100-015 | MAGGIE'S ORGANIC<br>306 W CROSS ST<br>YPSILANTI MI 48197           | 101: WEST CROSS DDA | 13.52  |
| 11-99-24-600-500 | EAGLES MARKET<br>501 W CROSS ST<br>YPSILANTI MI 48197              | 101: WEST CROSS DDA | 4.75   |
| 11-99-24-702-102 | GOLDEN WALL/BAO HUA YANG<br>421 W CROSS ST<br>YPSILANTI MI 48197   | 101: WEST CROSS DDA | 6.03   |
| 11-99-25-185-003 | THE UGLY MUG OF YPSILANTI<br>317 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 13.71  |
| 11-99-26-011-020 | JIMMY JOHNS<br>537 W CROSS ST<br>YPSILANTI MI 48197                | 101: WEST CROSS DDA | 73.12  |
| 11-99-26-600-030 | DOUBLE EAGLE CONEY ISLAND<br>533 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 15.53  |
| 11-99-27-100-010 | SUN BAR, LLC<br>516 W CROSS ST<br>YPSILANTI MI 48197               | 101: WEST CROSS DDA | 0.00   |
| 11-99-27-120-305 | SCREAMIN EAGLE PUB<br>517 W CROSS ST<br>YPSILANTI MI 48197         | 101: WEST CROSS DDA | 2.55   |
| 11-99-27-500-100 | TOWN CAFE & RESTAURANT<br>505 W CROSS ST<br>YPSILANTI MI 48197     | 101: WEST CROSS DDA | 0.00   |
| 11-99-28-500-050 | CARDOZIA'S PIZZARIA & GRI<br>301 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 0.00   |
| 11-99-29-500-010 | UNCLE D'S PIZZA<br>308 PERRIN ST<br>YPSILANTI MI 48197             | 101: WEST CROSS DDA | 0.00   |
| 11-99-29-900-080 | THOROUGHbred STYLES SALON<br>531 W CROSS ST<br>YPSILANTI MI 48197  | 101: WEST CROSS DDA | 2.37   |
| 11-11-39-102-009 | ULLMER TANYA & HANS W<br>15 S ADAMS ST<br>YPSILANTI MI 48197       | 102: DOWNTOWN DIST  | 110.97 |

| Parcel No        | Owners Name                                                           | Sp. Assessment     | Amount |
|------------------|-----------------------------------------------------------------------|--------------------|--------|
| 11-11-39-102-010 | BEAL PROPERTIES, LLC<br>218 FERRIS ST<br>YPSILANTI MI 48197           | 102: DOWNTOWN DIST | 85.19  |
| 11-11-39-102-011 | BERRY CYRIL JR & CHRISTIN<br>212 FERRIS ST<br>YPSILANTI MI 48197      | 102: DOWNTOWN DIST | 104.23 |
| 11-11-39-102-012 | BEAL PROPERTIES, LLC<br>210 FERRIS ST<br>YPSILANTI MI 48197           | 102: DOWNTOWN DIST | 70.75  |
| 11-11-39-104-001 | NUMEROUS<br>108 S ADAMS ST<br>YPSILANTI MI 48197                      | 102: DOWNTOWN DIST | 622.86 |
| 11-11-39-125-001 | TOWNE CENTER PLACE<br>401 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-125-002 | WASHTENAW COUNTY<br>415 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-125-003 | CITY OF YPSILANTI<br>505 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-125-004 | CITY OF YPSILANTI<br>525 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-180-001 | DEFOREST-LADD, INC.<br>100 S WASHINGTON ST<br>YPSILANTI MI 48197      | 102: DOWNTOWN DIST | 184.09 |
| 11-11-39-180-002 | DEFOREST-LADD, INC.<br>211 FERRIS ST<br>YPSILANTI MI 48197            | 102: DOWNTOWN DIST | 77.88  |
| 11-11-39-180-003 | SOLVAK, ANNA<br>213 FERRIS ST<br>YPSILANTI MI 48197                   | 102: DOWNTOWN DIST | 94.70  |
| 11-11-39-180-004 | TYNER LAWRENCE & ELAYNE<br>101 S ADAMS ST<br>YPSILANTI MI 48197       | 102: DOWNTOWN DIST | 140.52 |
| 11-11-39-180-005 | TYNER LAWRENCE & ELAYNE<br>109 S ADAMS ST<br>YPSILANTI MI 48197       | 102: DOWNTOWN DIST | 75.32  |
| 11-11-39-180-012 | JENTZEN STEVEN M<br>106 S WASHINGTON ST<br>YPSILANTI MI 48197         | 102: DOWNTOWN DIST | 153.56 |
| 11-11-39-181-001 | SHELTON JOHN C.M.D.<br>103 FERRIS ST<br>YPSILANTI MI 48197            | 102: DOWNTOWN DIST | 156.31 |
| 11-11-39-181-002 | MOORE-STARK FUNERAL SERV<br>109 FERRIS ST<br>YPSILANTI MI 48197       | 102: DOWNTOWN DIST | 79.16  |
| 11-11-39-181-003 | MOORE-STARK FUNERAL SERV<br>101 S WASHINGTON ST<br>YPSILANTI MI 48197 | 102: DOWNTOWN DIST | 415.12 |
| 11-11-39-181-011 | GLOBAL THEOLOGICAL CONSUL<br>108 S HURON ST<br>YPSILANTI MI 48197     | 102: DOWNTOWN DIST | 31.37  |
| 11-11-39-181-012 | BREED COLIN<br>106 S HURON ST<br>YPSILANTI MI 48197                   | 102: DOWNTOWN DIST | 138.82 |
| 11-11-39-181-013 | SELLARS DAVID & MARY L<br>104 S HURON ST<br>YPSILANTI MI 48197        | 102: DOWNTOWN DIST | 81.35  |
| 11-11-39-182-001 | THE GILBERT RESIDENCE, IN<br>117 S HURON ST<br>YPSILANTI MI 48197     | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-182-002 | 109 HURON, LLC<br>109 S HURON ST<br>YPSILANTI MI 48197                | 102: DOWNTOWN DIST | 144.24 |
| 11-11-39-182-003 | L & C MASON PROPERTIES LL<br>103 S HURON ST<br>YPSILANTI MI 48197     | 102: DOWNTOWN DIST | 219.56 |
| 11-11-39-182-004 | SOS CRISIS CENTER<br>101 S HURON ST<br>YPSILANTI MI 48197             | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-182-012 | GILBERT'S RESIDENCE<br>203 S HURON ST<br>YPSILANTI MI 48197           | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-403-014 | CHIDESTER 2005, LLC<br>330 CHIDESTER ST<br>YPSILANTI MI 48197         | 102: DOWNTOWN DIST | 0.00   |
| 11-11-39-410-001 | GILBERT'S RESIDENCE<br>203 S HURON ST<br>YPSILANTI MI 48197           | 102: DOWNTOWN DIST | 0.00   |

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SPECIAL ASSESSMENT ROLL  
All Records  
All Special Assessments

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| Parcel No        | Owners Name                                                           | Sp. Assessment     | Amount |
|------------------|-----------------------------------------------------------------------|--------------------|--------|
| 11-11-40-464-040 | SADEGHI, AZAR<br>500 N CONGRESS ST<br>YPSILANTI MI 48197              | 102: DOWNTOWN DIST | 74.88  |
| 11-11-40-464-041 | SECORE JOSEPH<br>9 BALLARD ST<br>YPSILANTI MI 48197                   | 102: DOWNTOWN DIST | 60.93  |
| 11-11-40-480-004 | SCHMUCKAL RALPH P<br>11 N HAMILTON ST<br>YPSILANTI MI 48197           | 102: DOWNTOWN DIST | 112.14 |
| 11-99-03-600-175 | PARISH HOUSE INN<br>103 S HURON ST<br>YPSILANTI MI 48197              | 102: DOWNTOWN DIST | 13.34  |
| 11-99-09-400-900 | DTE ELECTRIC COMPANY<br>YPSILANTI MI 48197                            | 102: DOWNTOWN DIST | 296.16 |
| 11-99-09-805-695 | HURON PODIATRY ASSOC<br>101 S ADAMS ST<br>YPSILANTI MI 48197          | 102: DOWNTOWN DIST | 4.93   |
| 11-99-09-810-422 | JENTZEN STEVEN M<br>106 S WASHINGTON ST<br>YPSILANTI MI 48197         | 102: DOWNTOWN DIST | 1.82   |
| 11-99-09-850-100 | MOORE-STARK FUNERAL SERV<br>101 S WASHINGTON ST<br>YPSILANTI MI 48197 | 102: DOWNTOWN DIST | 30.34  |
| 11-99-09-850-906 | SHELTON CRAIG, DPM<br>103 FERRIS ST<br>YPSILANTI MI 48197             | 102: DOWNTOWN DIST | 3.65   |
| 11-11-05-245-028 | FEDERAL HOME LOAN MORTGAG<br>1524 GREGORY AVE<br>YPSILANTI MI 48197   | 103: DLQ WATER     | 352.80 |
| 11-11-05-275-004 | SETERUS INC<br>1038 LOUISE ST<br>YPSILANTI MI 48197                   | 103: DLQ WATER     | 340.95 |
| 11-11-05-280-006 | CHASE HOME FINANCE-LIEN H<br>1447 AINSLEY AVE<br>YPSILANTI MI 48197   | 103: DLQ WATER     | 558.46 |
| 11-11-05-363-002 | LYSTER DIANE V, TRUST<br>480 N MANSFIELD AVE<br>YPSILANTI MI 48197    | 103: DLQ WATER     | 408.31 |
| 11-11-05-466-001 | PHILLIPS ROBERTA<br>1021 WASHTENAW AVE D<br>YPSILANTI MI 48197        | 103: DLQ WATER     | 792.65 |
| 11-11-09-191-009 | ROYCE CONSELLOW<br>312 PARSONS ST<br>YPSILANTI MI 48198               | 103: DLQ WATER     | 60.00  |
| 11-11-10-233-007 | MCDERMOTT LARRY & GLENDA<br>302 N PROSPECT ST<br>YPSILANTI MI 48198   | 103: DLQ WATER     | 495.14 |
| 11-11-10-235-013 | REPKO STEPHEN<br>312 GARLAND AVE<br>YPSILANTI MI 48198                | 103: DLQ WATER     | 611.17 |
| 11-11-10-235-020 | BELLERS EDDIE<br>128 MILES ST<br>YPSILANTI MI 48198                   | 103: DLQ WATER     | 188.42 |
| 11-11-10-268-005 | TAHHAN RAMI<br>20 EMERICK ST<br>YPSILANTI MI 48198                    | 103: DLQ WATER     | 413.87 |
| 11-11-10-330-014 | HARBOUR PORTFOLIOUR LP<br>773 FORD ST<br>YPSILANTI MI 48198           | 103: DLQ WATER     | 928.79 |
| 11-11-10-355-038 | MILLER CLARK A<br>414 EMERICK ST<br>YPSILANTI MI 48197                | 103: DLQ WATER     | 432.35 |
| 11-11-37-130-002 | MEGBAJE- BROWN BETTY JEAN<br>919 MONROE ST<br>YPSILANTI MI 48197      | 103: DLQ WATER     | 413.70 |
| 11-11-37-151-009 | MEADS TOPSY & BRUCE A<br>545 MADISON ST<br>YPSILANTI MI 48197         | 103: DLQ WATER     | 63.39  |
| 11-11-37-151-011 | LEE KEITH<br>703 HAWKINS ST<br>YPSILANTI MI 48197                     | 103: DLQ WATER     | 256.45 |
| 11-11-37-153-003 | ISSA NIMER<br>925 MADISON ST<br>YPSILANTI MI 48197                    | 103: DLQ WATER     | 506.85 |
| 11-11-37-203-001 | HALL KENNETH E & WANDA J<br>754 FIRST AVE<br>YPSILANTI MI 48197       | 103: DLQ WATER     | 620.74 |
| 11-11-37-203-004 | JOHNSON PAUL R & SALLY M<br>1043 MADISON ST<br>YPSILANTI MI 48197     | 103: DLQ WATER     | 376.99 |

| Parcel No        | Owners Name                                                          | Sp. Assessment  | Amount   |
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| 11-11-37-203-009 | MEADS SON W<br>1026 JEFFERSON ST<br>YPSILANTI MI 48197               | 103: DLQ WATER  | 59.86    |
| 11-11-39-130-041 | FEDERAL HOME LOAN MORTGAG<br>402 AINSWORTH CIR<br>YPSILANTI MI 48197 | 103: DLQ WATER  | 92.37    |
| 11-11-39-165-001 | MICHIGAN AVE INVESTMENTS<br>915 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 103: DLQ WATER  | 2,798.05 |
| 11-11-39-168-010 | THE BANK OF NEW YORK<br>371 WORDEN ST<br>YPSILANTI MI 48197          | 103: DLQ WATER  | 341.61   |
| 11-11-39-285-014 | THOMAS OSCAR<br>436 SECOND AVE<br>YPSILANTI MI 48197                 | 103: DLQ WATER  | 484.41   |
| 11-11-39-301-014 | CLAY EMERSON<br>540 SECOND AVE<br>YPSILANTI MI 48197                 | 103: DLQ WATER  | 381.87   |
| 11-11-39-411-001 | AGARWAL, ASHUTOSH<br>113 WOODWARD ST<br>YPSILANTI MI 48197           | 103: DLQ WATER  | 107.01   |
| 11-11-39-425-007 | POPE ALMEASE<br>405 AINSWORTH CIR<br>YPSILANTI MI 48197              | 103: DLQ WATER  | 162.68   |
| 11-11-39-431-008 | CURTIS HOMER<br>437 ORCHARD ST<br>YPSILANTI MI 48197                 | 103: DLQ WATER  | 181.74   |
| 11-11-39-433-009 | LEE ANGELA<br>914 FREDERICK ST<br>YPSILANTI MI 48197                 | 103: DLQ WATER  | 96.38    |
| 11-11-39-440-011 | BABALAO INVESTORS LLC<br>909 FREDERICK ST<br>YPSILANTI MI 48197      | 103: DLQ WATER  | 781.57   |
| 11-11-39-440-019 | CLINTON-NEWBILL, THOMAS-D<br>481 FIRST AVE<br>YPSILANTI MI 48197     | 103: DLQ WATER  | 463.65   |
| 11-11-39-440-023 | MISHLER, RICHARD<br>838 HARRIET ST<br>YPSILANTI MI 48197             | 103: DLQ WATER  | 499.42   |
| 11-11-39-440-031 | SHEPARD FAITH<br>782 HARRIET ST<br>YPSILANTI MI 48197                | 103: DLQ WATER  | 176.63   |
| 11-11-39-440-043 | YUHAS PROPERTIES, LLC<br>476 HAWKINS ST<br>YPSILANTI MI 48197        | 103: DLQ WATER  | 536.04   |
| 11-11-39-480-002 | CHASE HOME FINANCE-LIEN H<br>209 BUFFALO ST<br>YPSILANTI MI 48197    | 103: DLQ WATER  | 535.86   |
| 11-11-39-481-015 | TAXPAYER<br>448 S HURON ST<br>YPSILANTI MI 48197                     | 103: DLQ WATER  | 434.23   |
| 11-11-40-109-022 | JERDEN MITCHELL R<br>423 N ADAMS ST<br>YPSILANTI MI 48197            | 103: DLQ WATER  | 122.90   |
| 11-11-40-134-013 | FANNIE MAE<br>965 W CROSS ST<br>YPSILANTI MI 48197                   | 103: DLQ WATER  | 98.88    |
| 11-11-40-163-021 | BANK OF AMERICA<br>123 N SUMMIT ST<br>YPSILANTI MI 48197             | 103: DLQ WATER  | 295.39   |
| 11-11-40-164-007 | JERDEN MITCHELL<br>224 N SUMMIT ST<br>YPSILANTI MI 48197             | 103: DLQ WATER  | 562.97   |
| 11-11-40-209-002 | FANNIE MAE<br>1207 SHERMAN ST<br>YPSILANTI MI 48197                  | 103: DLQ WATER  | 94.72    |
| 11-11-40-401-014 | DUPUIS LAWRENCE R<br>46 N HURON ST<br>YPSILANTI MI 48197             | 103: DLQ WATER  | 2,088.84 |
| 11-11-40-430-013 | TIMES 3 VENTURES LLC<br>716 PEARL ST<br>YPSILANTI MI 48197           | 103: DLQ WATER  | 518.71   |
| 11-11-40-480-017 | BORENER ROBERT R & CAROL<br>419 PEARL ST<br>YPSILANTI MI 48197       | 103: DLQ WATER  | 87.47    |
| 11-11-40-482-013 | PURRINGTON KEITH M<br>316 PEARL ST<br>YPSILANTI MI 48197             | 103: DLQ WATER  | 479.03   |
| 11-11-04-462-002 | ONEY PROPERTIES LLC<br>9 E CROSS ST<br>YPSILANTI MI 48198            | 104: DEPOT TOWN | 272.03   |

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| 11-11-04-463-001 | CROSS STREET DEPOT TOWN,<br>MARKET PL<br>YPSILANTI MI 48197       | 104: DEPOT TOWN | 5.48   |
| 11-11-04-463-002 | ALLIANCE REALTY PLC<br>E CROSS ST<br>YPSILANTI MI 48198           | 104: DEPOT TOWN | 9.90   |
| 11-11-04-463-003 | ALLIANCE REALTY PLC<br>17 E CROSS ST<br>YPSILANTI MI 48198        | 104: DEPOT TOWN | 228.48 |
| 11-11-04-463-005 | MCKEEVER GARY & CAROLYN,T<br>23 E CROSS ST<br>YPSILANTI MI 48198  | 104: DEPOT TOWN | 124.72 |
| 11-11-04-463-006 | ROSEN BENITA & FINE EDWIN<br>27 E CROSS ST<br>YPSILANTI MI 48198  | 104: DEPOT TOWN | 86.89  |
| 11-11-04-463-007 | MCKEEVER GARY & CAROLYN,T<br>29 E CROSS ST<br>YPSILANTI MI 48198  | 104: DEPOT TOWN | 108.36 |
| 11-11-04-463-008 | CITY OF YPSILANTI<br>E CROSS ST<br>YPSILANTI MI 48198             | 104: DEPOT TOWN | 0.00   |
| 11-11-04-463-009 | CROSS STREET DEPOT TOWN,<br>33 E CROSS ST<br>YPSILANTI MI 48198   | 104: DEPOT TOWN | 288.85 |
| 11-11-04-463-012 | CITY OF YPSILANTI<br>100 MARKET PL<br>YPSILANTI MI 48198          | 104: DEPOT TOWN | 0.00   |
| 11-11-04-463-013 | AUBSAN L.L.C.<br>37 E CROSS ST<br>YPSILANTI MI 48198              | 104: DEPOT TOWN | 465.27 |
| 11-11-04-465-007 | DAHLMANN DENNIS A<br>90 MAPLE ST<br>YPSILANTI MI 48198            | 104: DEPOT TOWN | 153.20 |
| 11-11-04-465-008 | CITY OF YPSILANTI<br>75 MAPLE ST<br>YPSILANTI MI 48197            | 104: DEPOT TOWN | 0.00   |
| 11-11-04-495-023 | HISTORIC EQUITIES FUND, L<br>400 N RIVER ST<br>YPSILANTI MI 48198 | 104: DEPOT TOWN | 105.77 |
| 11-11-09-107-006 | JOHPAT PROPERTY, LLC<br>120 E CROSS ST<br>YPSILANTI MI 48198      | 104: DEPOT TOWN | 238.76 |
| 11-11-09-107-016 | YPSI AUTOMOTIVE HERITAGE<br>100 E CROSS ST<br>YPSILANTI MI 48198  | 104: DEPOT TOWN | 0.00   |
| 11-11-09-130-001 | YPSILANTI MILL WORKS, LLC<br>308 N RIVER ST<br>YPSILANTI MI 48198 | 104: DEPOT TOWN | 296.86 |
| 11-11-09-130-002 | H & W REAL PROPERTY L.L.C<br>306 N RIVER ST<br>YPSILANTI MI 48198 | 104: DEPOT TOWN | 217.55 |
| 11-11-09-130-003 | SZUMKO STEFAN<br>232 N RIVER ST<br>YPSILANTI MI 48198             | 104: DEPOT TOWN | 82.55  |
| 11-11-09-130-023 | BERTRAM DESIGN, LLC<br>301 N LINCOLN ST<br>YPSILANTI MI 48198     | 104: DEPOT TOWN | 18.83  |
| 11-11-09-131-004 | LADYFRENCH LLC<br>52 E CROSS ST<br>YPSILANTI MI 48198             | 104: DEPOT TOWN | 0.00   |
| 11-11-09-131-005 | REID PHYLLIS & RICHARD<br>46 E CROSS ST<br>YPSILANTI MI 48198     | 104: DEPOT TOWN | 226.38 |
| 11-11-09-131-007 | SANGSTER WALTER DANIEL &<br>315 N RIVER ST<br>YPSILANTI MI 48198  | 104: DEPOT TOWN | 83.86  |
| 11-11-09-131-008 | FRENCH WOMAN, LLC<br>311 N RIVER ST<br>YPSILANTI MI 48198         | 104: DEPOT TOWN | 27.75  |
| 11-11-09-131-011 | RICHELIE REX & SALLY<br>40 E CROSS ST<br>YPSILANTI MI 48198       | 104: DEPOT TOWN | 281.50 |
| 11-11-09-131-017 | ROBINE RICHARD & SHARON<br>24 E CROSS ST<br>YPSILANTI MI 48198    | 104: DEPOT TOWN | 56.54  |
| 11-11-09-131-018 | BARRON NORMAN T & PATRICI<br>4 E CROSS ST<br>YPSILANTI MI 48198   | 104: DEPOT TOWN | 238.76 |
| 11-11-09-131-019 | CITY BODY SHOP<br>20 E CROSS ST<br>YPSILANTI MI 48198             | 104: DEPOT TOWN | 647.18 |

| Parcel No        | Owners Name                                                                         | Sp. Assessment  | Amount |
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| 11-11-09-131-021 | REID PHYLLIS M<br>N RIVER ST<br>YPSILANTI MI 48197                                  | 104: DEPOT TOWN | 18.66  |
| 11-11-09-131-022 | FRENCH LINDA, TRUST<br>N RIVER ST<br>YPSILANTI MI 48197                             | 104: DEPOT TOWN | 18.66  |
| 11-11-09-131-036 | DEPOT TOWN ENTERPRISES, I<br>E CROSS ST<br>YPSILANTI MI 48198                       | 104: DEPOT TOWN | 23.03  |
| 11-11-09-131-037 | DEPOT TOWN ENTERPRISES<br>34 E CROSS ST<br>YPSILANTI MI 48198                       | 104: DEPOT TOWN | 172.94 |
| 11-11-09-131-038 | DEPOT TOWN ENTERPRISES<br>36 E CROSS ST<br>YPSILANTI MI 48198                       | 104: DEPOT TOWN | 205.74 |
| 11-11-09-131-040 | BULLARD MARK<br>315 NINDE ST<br>YPSILANTI MI 48198                                  | 104: DEPOT TOWN | 43.87  |
| 11-11-09-131-041 | BULLARD MARK<br>41 PHOTO ST<br>YPSILANTI MI 48198                                   | 104: DEPOT TOWN | 42.77  |
| 11-11-09-131-042 | FRENCH WOMAN, LLC<br>56 E CROSS ST<br>YPSILANTI MI 48198                            | 104: DEPOT TOWN | 0.00   |
| 11-11-40-105-001 | PAPPAS JOHN N<br>6 W CROSS ST<br>YPSILANTI MI 48197                                 | 104: DEPOT TOWN | 88.68  |
| 11-11-40-401-024 | CITY OF YPSILANTI<br>5 W CROSS ST<br>YPSILANTI MI 48197                             | 104: DEPOT TOWN | 0.00   |
| 11-11-40-401-025 | CITY OF YPSILANTI<br>5 W CROSS ST<br>YPSILANTI MI 48197                             | 104: DEPOT TOWN | 0.00   |
| 11-11-40-401-029 | CITY OF YPSILANTI<br>105 E CROSS ST<br>YPSILANTI MI 48198                           | 104: DEPOT TOWN | 0.00   |
| 11-11-40-401-030 | CITY OF YPSILANTI<br>5 W CROSS ST<br>YPSILANTI MI 48197                             | 104: DEPOT TOWN | 0.00   |
| 11-11-40-401-032 | CITY OF YPSILANTI<br>5 W CROSS ST<br>YPSILANTI MI 48197                             | 104: DEPOT TOWN | 0.00   |
| 11-99-01-537-439 | WELLS FARGO FINANCIAL LEA<br>52 E CROSS ST<br>YPSILANTI MI 48197                    | 104: DEPOT TOWN | 24.13  |
| 11-99-12-102-601 | APPLE ANNIE'S & JIM MACDO<br>29 E CROSS ST<br>YPSILANTI MI 48197                    | 104: DEPOT TOWN | 0.36   |
| 11-99-12-102-900 | AUBREE'S & STICKS<br>39 E CROSS ST<br>YPSILANTI MI 48197                            | 104: DEPOT TOWN | 26.87  |
| 11-99-12-300-000 | CADY'S GRILL & BAR<br>36 E CROSS ST<br>YPSILANTI MI 48197                           | 104: DEPOT TOWN | 0.00   |
| 11-99-12-303-198 | CHEEKY MONKEY BEARS & GIF<br>33 E CROSS ST<br>YPSILANTI MI 48197                    | 104: DEPOT TOWN | 0.00   |
| 11-99-12-304-300 | CITY BODY SHOP<br>20 E CROSS ST<br>YPSILANTI MI 48197                               | 104: DEPOT TOWN | 72.39  |
| 11-99-12-402-197 | DTE ELECTRIC COMPANY                                                                | 104: DEPOT TOWN | 63.62  |
| 11-99-12-810-501 | YPSILANTI MI 48197<br>PAULA'S BARBER SHOP<br>40 E CROSS ST<br>YPSILANTI MI 48198    | 104: DEPOT TOWN | 6.21   |
| 11-99-12-905-100 | MACMULLAN ARCT<br>308 N RIVER ST<br>YPSILANTI MI 48197                              | 104: DEPOT TOWN | 2.19   |
| 11-99-12-905-367 | DTE GAS COMPANY                                                                     | 104: DEPOT TOWN | 69.47  |
| 11-99-12-905-368 | YPSILANTI MI 48197<br>MICHIGAN CONSOLIDATED GAS<br>DEPOT TOWN<br>YPSILANTI MI 48197 | 104: DEPOT TOWN | 10.60  |
| 11-99-12-905-500 | OLDE TOWNE COIN & GOLD<br>24 E CROSS ST<br>YPSILANTI MI 48197                       | 104: DEPOT TOWN | 2.19   |
| 11-99-12-907-100 | PAPPAS ART FOUNDRY<br>6 W CROSS ST<br>YPSILANTI MI 48197                            | 104: DEPOT TOWN | 15.72  |

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| 11-99-12-921-000 | QUINNS ESSENTIALS<br>19 E CROSS ST<br>YPSILANTI MI 48197          | 104: DEPOT TOWN | 0.00   |
| 11-99-12-930-300 | SIDETRACK/FRENCHIES<br>56 E CROSS ST<br>YPSILANTI MI 48197        | 104: DEPOT TOWN | 7.49   |
| 11-99-12-930-375 | HARRINGTON'S STANDARD PRI<br>120 E CROSS ST<br>YPSILANTI MI 48197 | 104: DEPOT TOWN | 283.73 |
| 11-99-12-941-250 | UTILITIES INSTRUMENTATION<br>306 N RIVER ST<br>YPSILANTI MI 48197 | 104: DEPOT TOWN | 243.69 |
| 11-99-12-950-222 | YPSILANTI FOOD CO-OP<br>312 N RIVER ST<br>YPSILANTI MI 48197      | 104: DEPOT TOWN | 121.02 |
| 11-99-21-600-666 | ENCHANTED FLORIST INC.<br>46 E CROSS ST<br>YPSILANTI MI 48197     | 104: DEPOT TOWN | 1.64   |
| 11-99-22-005-005 | CREATION STATION<br>18 E CROSS ST<br>YPSILANTI MI 48197           | 104: DEPOT TOWN | 0.91   |
| 11-99-23-000-017 | THE HAIR STATION<br>48 E CROSS ST<br>YPSILANTI MI 48197           | 104: DEPOT TOWN | 1.09   |
| 11-99-24-900-199 | BIRD BRAIN INC<br>52 E CROSS ST<br>YPSILANTI MI 48198             | 104: DEPOT TOWN | 0.00   |
| 11-99-25-250-275 | SALT CITY ANTIQUES<br>115 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 104: DEPOT TOWN | 3.10   |
| 11-99-25-502-300 | NELSON AMOS STUDIO<br>23 E CROSS ST<br>YPSILANTI MI 48197         | 104: DEPOT TOWN | 2.74   |
| 11-99-25-700-030 | SPA BURJON<br>44 E CROSS ST<br>YPSILANTI MI 48198                 | 104: DEPOT TOWN | 0.00   |
| 11-99-26-012-180 | DENNIS'S MUSIC LLC<br>27 E CROSS ST<br>YPSILANTI MI 48197         | 104: DEPOT TOWN | 0.00   |
| 11-99-26-200-090 | CAFE LUWAK<br>42 E CROSS ST<br>YPSILANTI MI 48197                 | 104: DEPOT TOWN | 0.00   |
| 11-99-27-100-700 | EMU-AAUP<br>33 E CROSS ST STE B<br>YPSILANTI MI 48197             | 104: DEPOT TOWN | 15.90  |
| 11-99-27-110-008 | QUEEN OF HEARTS PASTRIES<br>32 E CROSS ST<br>YPSILANTI MI 48197   | 104: DEPOT TOWN | 0.00   |
| 11-99-28-400-120 | REALKIDZ, INC<br>308 N RIVER ST<br>YPSILANTI MI 48197             | 104: DEPOT TOWN | 0.00   |
| 11-99-29-011-010 | SHANKWILER 123<br>35 E CROSS ST<br>YPSILANTI MI 48197             | 104: DEPOT TOWN | 0.00   |
| 11-99-29-012-070 | WOLVERINE LAW<br>61 N HURON ST<br>YPSILANTI MI 48197              | 104: DEPOT TOWN | 3.47   |
| 11-99-29-012-160 | DEPOT TOWN ASSOC<br>308 N RIVER ST<br>YPSILANTI MI 48197          | 104: DEPOT TOWN | 0.00   |
| 11-99-29-012-310 | POTTS STUDIO<br>25 E CROSS ST<br>YPSILANTI MI 48197               | 104: DEPOT TOWN | 0.00   |
| 11-99-29-012-320 | FANTASY ATTIC COSTUMES<br>19 E CROSS ST<br>YPSILANTI MI 48198     | 104: DEPOT TOWN | 12.98  |
| 11-99-30-012-030 | WINDING ROAD MAGAZINE<br>9 E CROSS ST<br>YPSILANTI MI 48197       | 104: DEPOT TOWN | 0.00   |
| 11-99-30-200-020 | DEPOT TOWN TATTOO PARLOUR<br>33 E CROSS ST<br>YPSILANTI MI 48197  | 104: DEPOT TOWN | 1.27   |
| 11-99-33-012-009 | DEPOT TOWN DISPENSARY<br>35 E CROSS ST<br>YPSILANTI MI 48197      | 104: DEPOT TOWN | 5.11   |
| 11-99-33-012-010 | REID, PHYLLIS & RICHARD<br>48 E CROSS ST<br>YPSILANTI MI 48197    | 104: DEPOT TOWN | 0.00   |
| 11-99-33-012-011 | CAFE OLLIE<br>42 E CROSS ST<br>YPSILANTI MI 48197                 | 104: DEPOT TOWN | 10.05  |

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| 11-99-33-012-012 | MASSAGE MECHANICS<br>13 E CROSS ST<br>YPSILANTI MI 48197             | 104: DEPOT TOWN | 6.03     |
| 11-11-03-326-022 | KITCHEN, KIRK<br>708 CHARLES ST<br>YPSILANTI MI 48198                | 109: TRASH      | 0.00     |
| 11-11-09-192-008 | THUMM, ROBERT<br>317 SOUTH ST<br>YPSILANTI MI 48198                  | 109: TRASH      | 800.00   |
| 11-11-09-192-009 | THUMM ROBERT<br>319 SOUTH ST<br>YPSILANTI MI 48198                   | 109: TRASH      | 350.00   |
| 11-11-09-192-010 | THUMM ROBERT<br>321 SOUTH ST<br>YPSILANTI MI 48198                   | 109: TRASH      | 400.00   |
| 11-11-37-105-004 | SEIZED PROPERTY<br>21 BRIGGS ST<br>YPSILANTI MI 48197                | 109: TRASH      | 150.00   |
| 11-11-37-156-003 | BETTS LORENZO JR<br>485 JEFFERSON ST<br>YPSILANTI MI 48197           | 109: TRASH      | 150.00   |
| 11-11-39-178-004 | SELECT PORTFOIL SERVICING<br>213 S HAMILTON ST<br>YPSILANTI MI 48197 | 109: TRASH      | 1,550.00 |
| 11-11-39-480-002 | CHASE HOME FINANCE-LIEN H<br>209 BUFFALO ST<br>YPSILANTI MI 48197    | 109: TRASH      | 800.00   |
| 11-11-05-245-028 | FEDERAL HOME LOAN MORTGAG<br>1524 GREGORY AVE<br>YPSILANTI MI 48197  | 110: WEEDS      | 165.00   |
| 11-11-05-305-015 | CALLISON CHRISTOPHER<br>1320 COLLEGEWOOD DR<br>YPSILANTI MI 48197    | 110: WEEDS      | 165.00   |
| 11-11-05-363-002 | LYSTER DIANE V, TRUST<br>480 N MANSFIELD AVE<br>YPSILANTI MI 48197   | 110: WEEDS      | 330.00   |
| 11-11-05-382-012 | HUSSEIN WAHAB<br>1420 WASHTENAW AVE<br>YPSILANTI MI 48197            | 110: WEEDS      | 165.00   |
| 11-11-09-109-006 | GALLUP PROPERTIES LLC<br>202 N LINCOLN ST<br>YPSILANTI MI 48197      | 110: WEEDS      | 165.00   |
| 11-11-09-192-008 | THUMM, ROBERT<br>317 SOUTH ST<br>YPSILANTI MI 48198                  | 110: WEEDS      | 165.00   |
| 11-11-09-192-009 | THUMM ROBERT<br>319 SOUTH ST<br>YPSILANTI MI 48198                   | 110: WEEDS      | 165.00   |
| 11-11-09-405-021 | GAYLORD ROBERT C & GLENDA<br>119 S GROVE ST<br>YPSILANTI MI 48198    | 110: WEEDS      | 395.00   |
| 11-11-37-105-004 | SEIZED PROPERTY<br>21 BRIGGS ST<br>YPSILANTI MI 48197                | 110: WEEDS      | 165.00   |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197         | 110: WEEDS      | 330.00   |
| 11-11-37-151-011 | LEE KEITH<br>703 HAWKINS ST<br>YPSILANTI MI 48197                    | 110: WEEDS      | 165.00   |
| 11-11-37-155-009 | WARE PATRICIA D<br>875 JEFFERSON ST<br>YPSILANTI MI 48197            | 110: WEEDS      | 165.00   |
| 11-11-37-156-003 | BETTS LORENZO JR<br>485 JEFFERSON ST<br>YPSILANTI MI 48197           | 110: WEEDS      | 330.00   |
| 11-11-39-130-041 | FEDERAL HOME LOAN MORTGAG<br>402 AINSWORTH CIR<br>YPSILANTI MI 48197 | 110: WEEDS      | 165.00   |
| 11-11-39-160-013 | VMI MANAGEMENT SERVICES.<br>389 SECOND AVE<br>YPSILANTI MI 48197     | 110: WEEDS      | 330.00   |
| 11-11-39-165-017 | TIERRA BUENA PROPERTIES E<br>431 FIRST AVE<br>YPSILANTI MI 48197     | 110: WEEDS      | 165.00   |
| 11-11-39-167-020 | YPSI GATEWAY COMM/ECONOMI<br>341 ORCHARD ST<br>YPSILANTI MI 48197    | 110: WEEDS      | 165.00   |
| 11-11-39-167-024 | YPSI GATEWAY COMM/ECONOMI<br>329 ORCHARD ST<br>YPSILANTI MI 48197    | 110: WEEDS      | 165.00   |

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| 11-11-39-177-013 | CUMMINS FREDERIC SEAN & E<br>210 S HAMILTON ST<br>YPSILANTI MI 48197 | 110: WEEDS        | 165.00 |
| 11-11-39-285-005 | JACOB REO REALTY LLC<br>402 SECOND AVE<br>YPSILANTI MI 48197         | 110: WEEDS        | 165.00 |
| 11-11-39-415-037 | BASS DOROTHY A<br>463 S HAMILTON ST<br>YPSILANTI MI 48197            | 110: WEEDS        | 165.00 |
| 11-11-39-431-009 | FANNIE MAE<br>850 FREDERICK ST<br>YPSILANTI MI 48197                 | 110: WEEDS        | 165.00 |
| 11-11-39-432-001 | PATTERSON RALPH<br>705 FRANKLIN ST<br>YPSILANTI MI 48197             | 110: WEEDS        | 330.00 |
| 11-11-39-440-007 | CHADWICK STACEY & JAMES<br>845 FREDERICK ST<br>YPSILANTI MI 48197    | 110: WEEDS        | 165.00 |
| 11-11-39-485-001 | ROSCO FUEL MART, LLC<br>505 S HURON ST<br>YPSILANTI MI 48197         | 110: WEEDS        | 165.00 |
| 11-11-40-210-004 | WICKEY PAUL<br>1003 SHERMAN ST<br>YPSILANTI MI 48197                 | 110: WEEDS        | 165.00 |
| 11-11-09-155-008 | WONG JOSHUA G<br>9 N RIVER ST<br>YPSILANTI MI 48198                  | 111: WATER STREET | 102.37 |
| 11-11-09-155-009 | CERDA MONTY & KATHLEEN<br>15 N RIVER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 89.11  |
| 11-11-09-155-010 | FISCHER HONDA<br>N RIVER ST<br>YPSILANTI MI 48198                    | 111: WATER STREET | 25.22  |
| 11-11-09-155-011 | FISCHER HONDA<br>101 N RIVER ST<br>YPSILANTI MI 48197                | 111: WATER STREET | 20.11  |
| 11-11-09-155-012 | FISCHER HONDA<br>103 N RIVER ST<br>YPSILANTI MI 48198                | 111: WATER STREET | 20.11  |
| 11-11-09-155-017 | FISCHER HONDA<br>15 E MICHIGAN AVE<br>YPSILANTI MI 48198             | 111: WATER STREET | 523.04 |
| 11-11-09-155-019 | APRIL RESTAURANTS, LLC<br>37 E MICHIGAN AVE<br>YPSILANTI MI 48198    | 111: WATER STREET | 545.35 |
| 11-11-09-160-001 | CITY OF YPSILANTI<br>4 WATER ST<br>YPSILANTI MI 48198                | 111: WATER STREET | 0.00   |
| 11-11-09-160-002 | CITY OF YPSILANTI<br>14 WATER ST<br>YPSILANTI MI 48197               | 111: WATER STREET | 0.00   |
| 11-11-09-160-003 | CITY OF YPSILANTI<br>30 WATER ST<br>YPSILANTI MI 48198               | 111: WATER STREET | 0.00   |
| 11-11-09-160-004 | CITY OF YPSILANTI<br>32 WATER ST<br>YPSILANTI MI 48198               | 111: WATER STREET | 0.00   |
| 11-11-09-160-005 | CITY OF YPSILANTI<br>40 WATER ST<br>YPSILANTI MI 48197               | 111: WATER STREET | 0.00   |
| 11-11-09-161-001 | CITY OF YPSILANTI<br>40 E MICHIGAN AVE<br>YPSILANTI MI 48198         | 111: WATER STREET | 0.00   |
| 11-11-09-161-002 | CITY OF YPSILANTI<br>14 S RIVER ST<br>YPSILANTI MI 48198             | 111: WATER STREET | 0.00   |
| 11-11-09-161-003 | CITY OF YPSILANTI<br>38 E MICHIGAN AVE<br>YPSILANTI MI 48198         | 111: WATER STREET | 0.00   |
| 11-11-09-161-004 | CITY OF YPSILANTI<br>34 E MICHIGAN AVE<br>YPSILANTI MI 48198         | 111: WATER STREET | 0.00   |
| 11-11-09-161-005 | CITY OF YPSILANTI<br>PARSONS ST<br>YPSILANTI MI 48197                | 111: WATER STREET | 0.00   |
| 11-11-09-161-006 | CITY OF YPSILANTI<br>20 E MICHIGAN AVE<br>YPSILANTI MI 48198         | 111: WATER STREET | 0.00   |
| 11-11-09-161-007 | CITY OF YPSILANTI<br>14 E MICHIGAN AVE<br>YPSILANTI MI 48198         | 111: WATER STREET | 0.00   |

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| 11-11-09-161-008 | CITY OF YPSILANTI<br>10 E MICHIGAN AVE<br>YPSILANTI MI 48198  | 111: WATER STREET | 0.00   |
| 11-11-09-161-009 | CITY OF YPSILANTI<br>6 E MICHIGAN AVE<br>YPSILANTI MI 48198   | 111: WATER STREET | 0.00   |
| 11-11-09-161-010 | CITY OF YPSILANTI<br>2 E MICHIGAN AVE<br>YPSILANTI MI 48198   | 111: WATER STREET | 0.00   |
| 11-11-09-161-011 | CITY OF YPSILANTI<br>19 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-012 | CITY OF YPSILANTI<br>23 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-013 | CITY OF YPSILANTI<br>27 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-014 | CITY OF YPSILANTI<br>31 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-015 | CITY OF YPSILANTI<br>33 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-016 | CITY OF YPSILANTI<br>35 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-017 | CITY OF YPSILANTI<br>37 WATER ST<br>YPSILANTI MI 48197        | 111: WATER STREET | 0.00   |
| 11-11-09-161-018 | CITY OF YPSILANTI<br>41 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-019 | CITY OF YPSILANTI<br>47 WATER ST<br>YPSILANTI MI 48198        | 111: WATER STREET | 0.00   |
| 11-11-09-161-020 | CITY OF YPSILANTI<br>202 S RIVER ST<br>YPSILANTI MI 48198     | 111: WATER STREET | 0.00   |
| 11-11-09-161-021 | CITY OF YPSILANTI<br>S WATER ST<br>YPSILANTI MI 48197         | 111: WATER STREET | 0.00   |
| 11-11-09-170-001 | CITY OF YPSILANTI<br>103 S RIVER ST<br>YPSILANTI MI 48198     | 111: WATER STREET | 0.00   |
| 11-11-09-170-002 | CITY OF YPSILANTI<br>102 PARSONS ST<br>YPSILANTI MI 48198     | 111: WATER STREET | 0.00   |
| 11-11-09-170-003 | CITY OF YPSILANTI<br>102 E MICHIGAN AVE<br>YPSILANTI MI 48198 | 111: WATER STREET | 0.00   |
| 11-11-09-170-004 | CITY OF YPSILANTI<br>17 S RIVER ST<br>YPSILANTI MI 48198      | 111: WATER STREET | 0.00   |
| 11-11-09-170-006 | CITY OF YPSILANTI<br>109 PARSONS ST<br>YPSILANTI MI 48198     | 111: WATER STREET | 0.00   |
| 11-11-09-170-008 | CITY OF YPSILANTI<br>160 E MICHIGAN AVE<br>YPSILANTI MI 48198 | 111: WATER STREET | 0.00   |
| 11-11-09-170-009 | CITY OF YPSILANTI<br>170 E MICHIGAN AVE<br>YPSILANTI MI 48198 | 111: WATER STREET | 0.00   |
| 11-11-09-170-012 | CITY OF YPSILANTI<br>216 E MICHIGAN AVE<br>YPSILANTI MI 48198 | 111: WATER STREET | 0.00   |
| 11-11-09-170-014 | CITY OF YPSILANTI<br>GILBERT PARK<br>YPSILANTI MI 48197       | 111: WATER STREET | 0.00   |
| 11-11-09-170-015 | CITY OF YPSILANTI<br>GILBERT PARK<br>YPSILANTI MI 48197       | 111: WATER STREET | 0.00   |
| 11-11-09-170-025 | CITY OF YPSILANTI<br>130 E MICHIGAN AVE<br>YPSILANTI MI 48197 | 111: WATER STREET | 0.00   |
| 11-11-09-170-026 | CITY OF YPSILANTI<br>208 E MICHIGAN AVE<br>YPSILANTI MI 48198 | 111: WATER STREET | 0.00   |
| 11-11-09-170-027 | CITY OF YPSILANTI<br>S PARK ST                                | 111: WATER STREET | 0.00   |

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| 11-99-09-910-601 | SUBURBAN PONTIAC CADILLAC<br>15 E MICHIGAN AVE<br>YPSILANTI MI 48197 | 111: WATER STREET  | 92.87  |
| 11-99-27-820-100 | KENTUCKY FRIED CHICKEN<br>39 E MICHIGAN AVE<br>YPSILANTI MI 48197    | 111: WATER STREET  | 87.38  |
| 11-11-04-460-025 | TALLEY KATHLEEN M<br>56 E FOREST AVE<br>YPSILANTI MI 48198           | 112: RENTAL INSPEC | 90.00  |
| 11-11-05-352-019 | DE QUACH DAVID B<br>1712 WASHTENAW AVE<br>YPSILANTI MI 48197         | 112: RENTAL INSPEC | 50.00  |
| 11-11-05-466-001 | PHILLIPS ROBERTA<br>1021 WASHTENAW AVE D<br>YPSILANTI MI 48197       | 112: RENTAL INSPEC | 55.00  |
| 11-11-09-191-009 | ROYCE CONSELLLOW<br>312 PARSONS ST<br>YPSILANTI MI 48198             | 112: RENTAL INSPEC | 105.00 |
| 11-11-37-127-003 | JOLLEY GREG<br>534 MONROE ST<br>YPSILANTI MI 48197                   | 112: RENTAL INSPEC | 50.00  |
| 11-11-37-130-010 | CJ WATSON ENTERPRISES<br>965 MONROE ST<br>YPSILANTI MI 48197         | 112: RENTAL INSPEC | 120.00 |
| 11-11-37-151-011 | LEE KEITH<br>703 HAWKINS ST<br>YPSILANTI MI 48197                    | 112: RENTAL INSPEC | 50.00  |
| 11-11-37-152-008 | HOOVER DARRELL<br>867 MADISON ST<br>YPSILANTI MI 48197               | 112: RENTAL INSPEC | 45.00  |
| 11-11-37-152-023 | FERRELL TENINA V<br>810 JEFFERSON ST<br>YPSILANTI MI 48197           | 112: RENTAL INSPEC | 95.00  |
| 11-11-39-130-030 | PAUL YUHAS<br>147 HAWKINS ST<br>YPSILANTI MI 48197                   | 112: RENTAL INSPEC | 140.00 |
| 11-11-39-131-009 | GOLDEN SUNRISE, LLC<br>858 HILL ST<br>YPSILANTI MI 48197             | 112: RENTAL INSPEC | 100.00 |
| 11-11-39-403-007 | PUCKETT ROBERT R<br>401 S HURON ST<br>YPSILANTI MI 48197             | 112: RENTAL INSPEC | 110.00 |
| 11-11-39-415-031 | TAYLOR IMAGENE & ABNER JR<br>426 S ADAMS ST<br>YPSILANTI MI 48197    | 112: RENTAL INSPEC | 50.00  |
| 11-11-39-430-019 | YUHAS PAUL<br>422 HAWKINS ST<br>YPSILANTI MI 48197                   | 112: RENTAL INSPEC | 163.00 |
| 11-11-39-431-007 | BRADETICH CHERYL & CHRIST<br>435 ORCHARD ST<br>YPSILANTI MI 48197    | 112: RENTAL INSPEC | 190.00 |
| 11-11-39-431-011 | DGARAIISA TONY<br>842 FREDERICK ST<br>YPSILANTI MI 48197             | 112: RENTAL INSPEC | 45.00  |
| 11-11-39-431-018 | RENAUD CHARLOTTE E & JEFF<br>404 WORDEN ST<br>YPSILANTI MI 48197     | 112: RENTAL INSPEC | 90.00  |
| 11-11-39-440-008 | HARBOUR HIGH YEILD FUND L<br>849 FREDERICK ST<br>YPSILANTI MI 48197  | 112: RENTAL INSPEC | 55.00  |
| 11-11-39-440-020 | WELLS MOSES & JEANETTA<br>483 FIRST AVE<br>YPSILANTI MI 48197        | 112: RENTAL INSPEC | 50.00  |
| 11-11-39-465-032 | JACKSON ANNA<br>482 FIRST AVE<br>YPSILANTI MI 48197                  | 112: RENTAL INSPEC | 50.00  |
| 11-11-40-105-028 | FANNIE MAE<br>526 N HURON ST<br>YPSILANTI MI 48197                   | 112: RENTAL INSPEC | 126.00 |
| 11-11-40-112-001 | JENSEN LEON B & KIKUE M<br>501 N HAMILTON ST<br>YPSILANTI MI 48197   | 112: RENTAL INSPEC | 90.00  |
| 11-11-40-134-019 | MCCONNELL EDWARD J<br>958 SHERIDAN ST<br>YPSILANTI MI 48197          | 112: RENTAL INSPEC | 55.00  |
| 11-11-40-164-007 | JERDEN MITCHELL<br>224 N SUMMIT ST<br>YPSILANTI MI 48197             | 112: RENTAL INSPEC | 110.00 |
| 11-11-40-182-003 | BOTH JAMES II & BRISETTE<br>507 EMMET ST<br>YPSILANTI MI 48197       | 112: RENTAL INSPEC | 210.00 |

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| 11-11-40-188-007 | GUZMAN JULIETA M/KREZEL C<br>424 N WASHINGTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC    | 110.00 |
| 11-11-40-414-001 | KAMOI LOIS<br>413 EMMET ST<br>YPSILANTI MI 48197                       | 112: RENTAL INSPEC    | 301.00 |
| 11-11-40-430-013 | TIMES 3 VENTURES LLC<br>716 PEARL ST<br>YPSILANTI MI 48197             | 112: RENTAL INSPEC    | 55.00  |
| 11-11-40-464-043 | PFEIFFER BARRY A & LINDA<br>13 BALLARD ST<br>YPSILANTI MI 48197        | 112: RENTAL INSPEC    | 160.00 |
| 11-11-40-487-001 | FANNIE MAE<br>103 WASHTENAW AVE<br>YPSILANTI MI 48197                  | 112: RENTAL INSPEC    | 440.00 |
| 11-11-39-101-001 | BREED HEDGER C & COLIN A<br>101 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 100.51 |
| 11-11-39-101-002 | 103 W MICHIGAN AVE, LLC<br>103 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 88.90  |
| 11-11-39-101-003 | KUHNS JEFFREY R & BALOGH<br>105 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 93.78  |
| 11-11-39-101-004 | CAMPBELL JAMES A,TRUST<br>107 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 79.91  |
| 11-11-39-101-005 | PUFFER RED'S, INC<br>109 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 50.64  |
| 11-11-39-101-006 | WILLIAMS ERIC & TANDRA<br>111 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 64.90  |
| 11-11-39-101-007 | WILLIAMS ERIC & TANDRA<br>113 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 133.68 |
| 11-11-39-101-008 | FRENCH MICHIGAN , LLC<br>115 W MICHIGAN AVE<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 105.12 |
| 11-11-39-101-009 | BATTERS UP, LLC<br>119 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 188.67 |
| 11-11-39-101-010 | WILLOUGHBY THOMAS & LOIS,<br>121 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 98.44  |
| 11-11-39-101-011 | MIXED FIFTEEN MI 3 BRANCH<br>123 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 157.77 |
| 11-11-39-101-014 | LAWRENCE JOSEPH D<br>5 S WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 59.05  |
| 11-11-39-101-015 | LAWRENCE JOSEPH D<br>7 S WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 61.42  |
| 11-11-39-101-016 | DEFOREST-LADD,INC<br>9 S WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 130.53 |
| 11-11-39-101-017 | PATE JAMES<br>15 S WASHINGTON ST<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 485.66 |
| 11-11-39-101-018 | CITY OF YPSILANTI<br>S HURON ST<br>YPSILANTI MI 48197                  | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-39-101-019 | HERITAGE APPRAISAL SERVIC<br>10 S HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 159.41 |
| 11-11-39-101-020 | MICHIGAN HERITAGE, LLC<br>133 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 280.81 |
| 11-11-39-102-001 | BRICKLEY PROPERTIES, LLC<br>201 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 195.98 |
| 11-11-39-102-002 | ROUMANIS ANASTASIA, TRUST<br>205 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 169.25 |
| 11-11-39-102-003 | COOL HOLDINGS, LLC<br>207 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 183.00 |
| 11-11-39-102-006 | RUMFORD PROPERTIES, LLC<br>217 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 166.00 |

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| 11-11-39-102-007 | YPSILANTI DISTRICT LIBRAR<br>229 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-39-102-013 | ALQUOSH, LLC<br>20 S WASHINGTON ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 156.12 |
| 11-11-39-102-014 | CHARTER ONE BANK FSB<br>16 S WASHINGTON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 32.76  |
| 11-11-39-102-015 | THE THRIFT SHOP ASSOCIATI<br>14 S WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-39-102-016 | BIRDSCOLORS LLC<br>12 S WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 61.24  |
| 11-11-39-102-017 | BIRDSCOLORS LLC<br>6 S WASHINGTON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 107.86 |
| 11-11-39-102-018 | MACK & MACK BUILDING, LLC<br>213 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 82.08  |
| 11-11-39-102-019 | MORRISSEY MICHAEL<br>11 S ADAMS ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 65.08  |
| 11-11-39-102-020 | BARNES & BARNES PROPERTIE<br>9 S ADAMS ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 99.45  |
| 11-11-39-182-005 | TRI COUNTY INVESTMENTS, L<br>35 S HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 93.78  |
| 11-11-39-182-006 | YPSILANTI BUILDING, LLC<br>31 S HURON ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 100.36 |
| 11-11-39-182-007 | 27 S HURON , LLC<br>27 S HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 159.96 |
| 11-11-39-182-008 | FLETCHER PETER B, TRUSTEE<br>25 S HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 112.25 |
| 11-11-39-182-009 | CITY OF YPSILANTI<br>1 S HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-39-182-010 | WANG JIN HUA & LIU CUIQIN<br>15 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 65.63  |
| 11-11-39-182-011 | PHOENIX 11, LLC<br>11 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 462.53 |
| 11-11-40-401-001 | LOWE REYNOLD & JUDITH A<br>2 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 178.17 |
| 11-11-40-401-002 | MAYNARD MICHAEL J & JUDIT<br>6 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 117.55 |
| 11-11-40-401-003 | 810 W MICHIGAN, LLC<br>8 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 145.34 |
| 11-11-40-401-004 | 810 W MICHIGAN, LLC<br>W MICHIGAN AVE<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 15.90  |
| 11-11-40-401-005 | PAPPAS VASILIKI & MARIA<br>N HURON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 15.32  |
| 11-11-40-401-006 | WALTERS ERIC & LISA<br>12 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 106.94 |
| 11-11-40-401-007 | KABAT GLAZE, REAL ESTATE<br>18 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 189.89 |
| 11-11-40-401-008 | BRYANT WAYNE J, TRUST<br>2 N HURON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 151.92 |
| 11-11-40-401-009 | PAPPAS PETE<br>12 N HURON ST<br>YPSILANTI MI 48197                    | 115: 83 MICH AVE OPER | 111.55 |
| 11-11-40-401-010 | FABROS CHARLES A<br>22 N HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 143.77 |
| 11-11-40-401-011 | PAPPAS VASILIKI & MARIA<br>24 N HURON ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 90.67  |

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| Parcel No        | Owners Name                                                            | Sp. Assessment        | Amount |
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| 11-11-40-401-012 | PAPPAS BESSIE<br>28 N HURON ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 112.61 |
| 11-11-40-401-013 | 32-42 N HURON, LLC/LAWREN<br>32 N HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 267.28 |
| 11-11-40-401-014 | DUPUIS LAWRENCE R<br>46 N HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 153.06 |
| 11-11-40-401-015 | VINCENT MICHAEL J & PAMEL<br>56 N HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 43.14  |
| 11-11-40-401-017 | CITY OF YPSILANTI<br>76 N HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-401-019 | PENET EDWARD & BONITA<br>108 N HURON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 116.58 |
| 11-11-40-401-031 | CITY OF YPSILANTI DDA<br>N HURON ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-401-034 | DTE ELECTRIC COMPANY<br>64 N HURON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 203.66 |
| 11-11-40-401-035 | DTE ELECTRIC COMPANY<br>64 N HURON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 57.58  |
| 11-11-40-481-019 | EASTERN MICHIGAN UNIVERSI<br>300 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-004 | EASTERN MICHIGAN UNIVERSI<br>114 N ADAMS ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-005 | CITY OF YPSILANTI<br>110 N ADAMS ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-006 | FABROS JULIE<br>106 N ADAMS ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 122.62 |
| 11-11-40-483-007 | ANN ARBOR TRANSPORTATION<br>220 PEARL ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-008 | CITY OF YPSILANTI<br>212 N WASHINGTON ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-011 | COTTON GLENN M-D PLC<br>123 N WASHINGTON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 29.06  |
| 11-11-40-483-012 | BALOGH NANCY A & KUHNS JE<br>127 N WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 50.64  |
| 11-11-40-483-017 | EASTERN MICHIGAN UNIVERSI<br>137 N WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-483-018 | MASCHARKA RANDALL J<br>121 N WASHINGTON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 30.35  |
| 11-11-40-483-019 | ANN ARBOR TRANSPORTATION<br>208 PEARL ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-484-001 | MIC LIMITED<br>29 N WASHINGTON ST<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 367.28 |
| 11-11-40-484-002 | HAYS KENNETH & DIANE<br>209 PEARL ST<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 222.30 |
| 11-11-40-484-003 | CHRIST TEMPLE APOSTOLIC<br>213 PEARL ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 61.79  |
| 11-11-40-484-004 | SHIN BANG H<br>20 N ADAMS ST<br>YPSILANTI MI 48197                     | 115: 83 MICH AVE OPER | 110.78 |
| 11-11-40-484-005 | CITY OF YPSILANTI<br>16 N ADAMS ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-484-006 | PATE JAMES B<br>10 N ADAMS ST<br>YPSILANTI MI 48197                    | 115: 83 MICH AVE OPER | 62.97  |
| 11-11-40-484-007 | BATIANIS GREGORY<br>232 W MICHIGAN AVE<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 140.22 |

| Parcel No        | Owners Name                                                           | Sp. Assessment        | Amount |
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| 11-11-40-484-008 | BATIANIS GREGORY<br>230 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 97.99  |
| 11-11-40-484-009 | BATIANIS GREGORY<br>228 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 102.05 |
| 11-11-40-484-010 | STAHOLD CORPORATION, INC<br>224 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 172.91 |
| 11-11-40-484-011 | BLACKHAWK INVEST GROUP<br>216 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 516.31 |
| 11-11-40-484-012 | STAHOLD CORPORATION, INC<br>212 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 118.25 |
| 11-11-40-484-013 | FREEMAN WARD D & RAMSEY J<br>210 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 190.31 |
| 11-11-40-484-018 | MICHIGAN COMMERCE BANK<br>13 N WASHINGTON ST<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 263.07 |
| 11-11-40-484-021 | HAMILTON DAVID<br>25 N WASHINGTON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 161.24 |
| 11-11-40-484-022 | MICHIGAN COMMERCE BANK<br>17 N WASHINGTON ST<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 449.29 |
| 11-11-40-484-023 | MAURER WML LLC<br>200 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 862.91 |
| 11-11-40-485-004 | AMANDA RECKONWITH, LLC<br>26 N WASHINGTON ST<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 120.05 |
| 11-11-40-485-006 | DJM LAND CO, LLC<br>18 N WASHINGTON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 138.39 |
| 11-11-40-485-007 | PRIMA VERY ITALIANA, LLC<br>16 N WASHINGTON ST<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 146.43 |
| 11-11-40-485-008 | PETRU GHEORGHE<br>12 N WASHINGTON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 100.73 |
| 11-11-40-485-009 | GREEN ALLEN M<br>10 N WASHINGTON ST<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 83.91  |
| 11-11-40-485-010 | MAURER APARTMENTS, LLC<br>130 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 121.68 |
| 11-11-40-485-011 | MAURER APARTMENTS, LLC<br>128 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 131.08 |
| 11-11-40-485-012 | LAWRENCE JOSEPH D<br>126 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 73.50  |
| 11-11-40-485-013 | SEE 40-485-041<br>124 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-014 | SEE 40-485-041<br>122 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-015 | SEE 40-485-041<br>120 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-016 | ELLIS RALPH & BAAS VALERI<br>118 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 112.39 |
| 11-11-40-485-017 | ELLIS RALPH & BAAS VALARI<br>116 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 81.22  |
| 11-11-40-485-018 | SPECTRA SCAPE, LLC<br>114 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 97.80  |
| 11-11-40-485-019 | 112 W MICHIGAN AVE, LLC<br>112 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 87.93  |
| 11-11-40-485-020 | LITA HOLDINGS, LLC<br>110 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 69.83  |
| 11-11-40-485-021 | LEE SANG WOONG & KYUNG SO<br>108 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 108.04 |

| Parcel No        | Owners Name                                                            | Sp. Assessment        | Amount |
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| 11-11-40-485-022 | WINTERS WM DOUGLAS<br>106 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 91.95  |
| 11-11-40-485-023 | WINTERS WM DOUGLAS<br>104 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 162.52 |
| 11-11-40-485-024 | LE HOANH VAN & BUI LANG T<br>102 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 130.53 |
| 11-11-40-485-025 | LE HOANH VAN & BUI LANG T<br>100 W MICHIGAN AVE<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 144.24 |
| 11-11-40-485-026 | CITY OF YPSILANTI<br>N HURON ST<br>YPSILANTI MI 48197                  | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-029 | YOUNG ADULT'S HEALTH CENT<br>57 N HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-030 | OWEN DOUGLAS INVESTMENTS,<br>61 N HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 262.51 |
| 11-11-40-485-031 | BARR INVESTMENTS, LLC<br>105 PEARL ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 106.03 |
| 11-11-40-485-032 | CONGDON'S ACE HARDWARE<br>111 PEARL ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 117.74 |
| 11-11-40-485-033 | ROWLEY BRADLEY & JENNIFER<br>115 PEARL ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 103.84 |
| 11-11-40-485-034 | BREED COLIN<br>117 PEARL ST<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 76.05  |
| 11-11-40-485-035 | E & B CORPORATION, INC<br>24 N WASHINGTON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 134.73 |
| 11-11-40-485-036 | DJM LAND CO, LLC<br>22 N WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 129.73 |
| 11-11-40-485-037 | MAXTON USA LIMITED<br>21 N HURON ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 39.67  |
| 11-11-40-485-039 | YOUNG ADULTS HEALTH CENTE<br>47 N HURON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00   |
| 11-11-40-485-041 | MELLENCAMP BUILDING LLC<br>120 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 58.13  |
| 11-11-40-486-002 | MAURER ERIC,KAREN & WALTE<br>172 N WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 144.79 |
| 11-11-40-486-003 | MAURER ERIC V & KAREN<br>160 N WASHINGTON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 163.36 |
| 11-11-40-486-004 | MAURER WALTER,ERIC & KARE<br>148 N WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 118.46 |
| 11-11-40-486-007 | CENTENNIAL PLAZA. LLC<br>120 PEARL ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 36.19  |
| 11-11-40-486-009 | LAAKKO KENNETH W & DEBORA<br>110 PEARL ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 93.60  |
| 11-11-40-486-010 | MAXTON GARE & CHRISTINE<br>108 PEARL ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 63.20  |
| 11-11-40-486-024 | ST JOSEPH MERCY HEALTH SY<br>109 N HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 56.03  |
| 11-11-40-486-025 | ST JOSEPH MERCY HEALTH SY<br>104 PEARL ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 28.56  |
| 11-11-40-486-027 | ST JOSEPH MERCY HEALTH SY<br>111 N HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 413.17 |
| 11-11-40-486-028 | ST JOSEPH MERCY HEALTH SY<br>116 PEARL ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 41.75  |
| 11-11-40-486-029 | POTTS-MARTIN, JAMES C-KEN<br>105 N HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 92.68  |

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| 11-11-40-486-030 | CENTENNIAL PLAZA, LLC<br>124 PEARL ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 634.56 |
| 11-11-40-487-004 | BREDELL, JOHN H-LYNN M TR<br>119 N HURON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 125.47 |
| 11-11-40-489-001 | GO DOWNTOWN, LLC<br>208 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 404.76 |
| 11-11-40-489-002 | FOTIADIS WML LLC<br>206 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 325.41 |
| 11-11-40-490-001 | DANSEN, LLC<br>32 N WASHINGTON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 210.79 |
| 11-11-40-490-002 | DANSEN, LLC<br>32 N WASHINGTON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 210.79 |
| 11-99-01-101-103 | ALLSTATE INSURANCE COMPAN<br>27 S HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 0.91   |
| 11-99-01-290-600 | 1ST HUDSON LEASING<br>118 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-01-401-016 | ITC TRANSMISSION<br>64 N HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 8.59   |
| 11-99-01-430-004 | MCKESSON PHARMACY SYSTEMS<br>204 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.91   |
| 11-99-01-556-402 | GREATAMERICA FINANCIAL SR<br>W VARIOUS<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-01-900-105 | ICEE CO<br>31 N WASHINGTON ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 38.75  |
| 11-99-01-900-800 | INTERNATIONAL AMUSEMENT L<br>31 N WASHINGTON ST<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 19.92  |
| 11-99-01-903-023 | UNIFIED MERCHANT SERVICES<br>121 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-01-973-900 | REIFF ENTERPRISES, INC<br>957 ECORSE RD<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-02-101-103 | THE AMORI AGENCY<br>27 S HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 4.57   |
| 11-99-02-205-901 | BREDELL & BREDELL<br>119 N HURON ST<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 18.83  |
| 11-99-02-400-150 | DALAT RESTAURANT INC.<br>102 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 45.70  |
| 11-99-08-021-013 | POPULIST CLEANING CO<br>22 N WASHINGTON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 2.55   |
| 11-99-08-102-900 | ANGEL FOOD CATERING, INC<br>6 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 4.57   |
| 11-99-08-200-897 | BARR, ANHUT & ASSOCIATES,<br>105 PEARL ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 13.71  |
| 11-99-08-201-901 | BILL SHAKWANA INC<br>20 S WASHINGTON ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 7.12   |
| 11-99-08-205-880 | BREAK AWAY TRAVEL<br>14 S HURON ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 2.19   |
| 11-99-08-307-101 | A. R. CONGDONS & SON<br>111 PEARL ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 12.98  |
| 11-99-08-308-900 | CREDIT BUREAU OF YPSILANT<br>25 S HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 4.38   |
| 11-99-08-400-600 | DEJA VU<br>31 N WASHINGTON ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 337.48 |
| 11-99-08-401-101 | DTE ELECTRIC COMPANY<br>YPSILANTI MI 48197                            | 115: 83 MICH AVE OPER | 138.02 |

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| 11-99-08-600-150 | FAST EDDIES MUSIC<br>212 W MICHIGAN AVE<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-08-602-301 | FORTNEY EYECARE ASSOCIATE<br>2 N HURON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 6.39   |
| 11-99-08-602-305 | FREEMAN & BUNTING INC<br>107 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 8.04   |
| 11-99-08-602-315 | FRANKS DRUGS<br>204 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 6.21   |
| 11-99-08-750-200 | GREEN FINANCIAL GROUP<br>10 N WASHINGTON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 3.83   |
| 11-99-08-800-300 | HAAB BROS RESTAURANT<br>18 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 72.57  |
| 11-99-08-800-400 | H & B BOOKKEEPING & TAX S<br>33 S HURON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 24.68  |
| 11-99-08-902-100 | JACKSON CLEANERS INC.<br>24 N HURON ST<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 9.68   |
| 11-99-08-918-167 | MAXTON LIMITED<br>108 PEARL ST<br>YPSILANTI MI 48197                       | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-08-918-790 | MATERIALS UNLIMITED<br>2 W MICHIGAN AVE<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 44.60  |
| 11-99-08-920-165 | MCLAIN & WINTERS<br>61 N HURON ST<br>YPSILANTI MI 48197                    | 115: 83 MICH AVE OPER | 7.12   |
| 11-99-08-926-200 | DTE GAS COMPANY<br>YPSILANTI MI 48197                                      | 115: 83 MICH AVE OPER | 26.32  |
| 11-99-08-930-185 | MULLINS RAYMOND ATTORNEY<br>32 N WASHINGTON ST STE 3<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 1.27   |
| 11-99-08-931-190 | MURPHY AND NELSON PLLC<br>27 S HURON ST<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-08-941-002 | QUEEN AICHA HAIR BRAIDING<br>230 W MICHIGAN AVE<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 0.36   |
| 11-99-08-945-200 | RAPID SHOE FIX<br>115 PEARL ST<br>YPSILANTI MI 48197                       | 115: 83 MICH AVE OPER | 0.36   |
| 11-99-08-946-245 | PUFFER RED'S<br>113 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 36.56  |
| 11-99-08-962-002 | SWEET SHOPPE<br>119 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 9.14   |
| 11-99-08-966-100 | TC'S SPEAK EASY<br>207 W MICHIGAN AVE<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-08-967-270 | TAP ROOM<br>201 W MICHIGAN AVE<br>YPSILANTI MI 48197                       | 115: 83 MICH AVE OPER | 50.27  |
| 11-99-08-975-100 | VILLAGE MART/MIKES PARTY<br>224 W MICHIGAN AVE<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-08-975-802 | VONSCHWARZ ASSOCIATES<br>14 N WASHINGTON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 15.90  |
| 11-99-08-978-700 | WOLVERINE GRILL<br>228 W MICHIGAN AVE<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 16.27  |
| 11-99-09-100-030 | YPSILANTI CYCLE, LLC<br>116 W MICHIGAN AVE<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 3.29   |
| 11-99-09-550-199 | ENCORE ASSOCIATES, INC<br>133 W MICHIGAN AVE STE 201<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 2.01   |
| 11-99-09-974-007 | VISITORS & CONVENTION BUR<br>106 W MICHIGAN AVE<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 63.07  |
| 11-99-21-100-025 | HIDDEN DRAGON<br>15 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 11.51  |

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| Parcel No        | Owners Name                                                             | Sp. Assessment        | Amount |
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| 11-99-22-000-016 | ALFREDO MARTINI<br>16 N HURON ST<br>YPSILANTI MI 48197                  | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-22-000-029 | INTERIOR DESIGN CRAFTERS<br>6 N HURON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-22-000-030 | CORNER HEALTH CENTER<br>47 N HURON ST<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-22-000-041 | WORLD OF ROCKS<br>42 N HURON ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-22-000-078 | ILLUMINART<br>114 W MICHIGAN AVE<br>YPSILANTI MI 48197                  | 115: 83 MICH AVE OPER | 29.61  |
| 11-99-22-005-105 | FIRST PENTECOSTAL<br>22 N WASHINGTON ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-22-005-378 | ELIZABETH WARREN, P.L.L.C<br>124 PEARL ST 607<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 13.16  |
| 11-99-23-005-500 | CLUB DIVINE<br>17 N WASHINGTON ST<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 36.01  |
| 11-99-23-023-023 | JIMMY G'S STYLING SALON<br>120 PEARL ST<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-23-101-050 | UPSCALE HAIR SPOT<br>8 S HURON ST<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 6.21   |
| 11-99-23-460-000 | HURON VALLEY AREA INTERGR<br>31 S HURON ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-23-484-018 | PUB 13<br>13 N WASHINGTON ST<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 62.70  |
| 11-99-23-486-006 | CENTENNIAL PLAZA, LLC<br>124 PEARL ST 500<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-23-500-100 | MSHDA<br>123 N WASHINGTON ST<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-23-500-300 | MIXED FIFTEEN MI 3 BRANCH<br>123 W MICHIGAN AVE<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-23-525-000 | LOUIS ROME, ATTY<br>133 W MICHIGAN AVE STE 105<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-23-600-010 | H & R BLOCK<br>121 W MICHIGAN AVE<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 72.57  |
| 11-99-24-000-000 | ELEVEN WEST SALON & SPA<br>11 W MICHIGAN AVE<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 21.75  |
| 11-99-24-021-014 | BOMBADILLS CAFE<br>217 W MICHIGAN AVE<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-24-100-000 | JACOBIES UPTOWN SALON<br>11 S WASHINGTON ST<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 5.11   |
| 11-99-24-100-019 | EMBROIDERY PRODUCTS, LLC<br>12 S HURON ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 1.82   |
| 11-99-24-200-050 | WALER PHILLIPS DDS PC<br>124 PEARL ST 207<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 21.02  |
| 11-99-24-440-010 | JACKSON HEWITT<br>108 W MICHIGAN AVE STE A<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 3.29   |
| 11-99-24-622-003 | MONTERRA FRANCHISE SERVIC<br>32 N HURON ST<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 24.31  |
| 11-99-24-900-174 | CITY HATTER<br>108 W MICHIGAN AVE<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-24-930-185 | GLENN & LAURA MULLINS<br>32 N WASHINGTON ST STE 3<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-24-950-155 | HEALTH PLUS SERVICES<br>124 PEARL ST 403<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 0.73   |

| Parcel No        | Owners Name                                                                 | Sp. Assessment        | Amount |
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| 11-99-25-102-015 | THRIFT SHOP<br>14 S WASHINGTON ST<br>YPSILANTI MI 48197                     | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-25-125-000 | FATOUMA AFRICAN HAIR BRAI<br>10 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 1.09   |
| 11-99-25-401-006 | CHENILLECOCOLOKA<br>12 W MICHIGAN AVE #2<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-25-465-015 | MICHIGAN TRAVEL AGENCY<br>234 W MICHIGAN AVE<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-25-890-005 | CBC SERVICES<br>124 PEARL ST 308<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 1.27   |
| 11-99-25-890-010 | LAW OFFICES OF ROBERT JUN<br>124 PEARL ST 201<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-25-900-035 | HEIKKS / IMAGILLATION, IN<br>133 W MICHIGAN AVE<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 38.75  |
| 11-99-25-970-100 | TROJAN CLEANERS INC<br>20 N ADAMS ST<br>YPSILANTI MI 48197                  | 115: 83 MICH AVE OPER | 29.79  |
| 11-99-26-012-200 | PEAC, PROGRAMS TO EDUCATE<br>32 N WASHINGTON ST STE 1<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-26-012-210 | GROWING HOPE<br>32 N WASHINTON ST 2<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-26-012-240 | MIDWESTERN APPRAISAL CO<br>32 N WASHINGTON ST STE 9B<br>YPSILANTI MI 48197  | 115: 83 MICH AVE OPER | 4.57   |
| 11-99-26-300-080 | TAX OASIS<br>32 N WASHINGTON ST STE 12<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-26-400-050 | BOWERBIRD MONGO<br>210 W MICHIGAN AVE<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 0.54   |
| 11-99-26-900-060 | DCP COMPUTERS<br>212 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 3.10   |
| 11-99-27-110-007 | THE ROCKET<br>122 W MICHIGAN AVE<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 4.93   |
| 11-99-27-120-025 | AFFORDABLE TAX OF MICHIGA<br>54 N HURON ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 1.27   |
| 11-99-27-300-030 | LOOK IN THE ATTIC & COMPA<br>110 W MICHIGAN AVE<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 28.70  |
| 11-99-27-300-050 | SMARTY KATZ<br>16 N HURON ST<br>YPSILANTI MI 48197                          | 115: 83 MICH AVE OPER | 1.46   |
| 11-99-27-500-090 | YPSI STUDIO<br>208 W MICHIGAN AVE<br>YPSILANTI MI 48197                     | 115: 83 MICH AVE OPER | 7.49   |
| 11-99-27-700-070 | ART OF AFRICA<br>224 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 0.73   |
| 11-99-28-010-050 | STUDIO GLAMOUR FASHIONS<br>214 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-28-012-020 | DIVINE INTERVENTION ASSOC<br>124 PEARL ST 203<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 15.90  |
| 11-99-28-100-020 | JACOBSEN/DANIELS ASSOCIAT<br>121 PEARL ST<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 66.18  |
| 11-99-28-200-010 | DREAMLAND<br>26 N WASHINGTON ST<br>YPSILANTI MI 48197                       | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-28-500-020 | BEBE HAIR BRAIDING<br>112 W MICHIGAN AVE<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 3.10   |
| 11-99-28-700-040 | LIBERTY TAX SERVICE<br>101 W MICHIGAN AVE<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-28-900-020 | BUCKNER SCOTT, DDS<br>124 PEARL ST 207<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 40.22  |

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| 11-99-29-010-040 | THOMAS BLONDI SALON<br>36 N HURON ST<br>YPSILANTI MI 48197                | 115: 83 MICH AVE OPER | 4.57   |
| 11-99-29-012-020 | PROMOTING POSITIVE IMAGES<br>124 PEARL ST 502<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-012-040 | INSTANT TAX<br>115 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-012-050 | RITA'S DESIGNS LLC<br>8 W MICHIGAN AVE<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 5.48   |
| 11-99-29-012-180 | JESUS, RACE & YOU MINSITR<br>32 N WASHINGTON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-012-190 | APIN.COM / API NETWORK CO<br>32 N WASHINGTON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-012-200 | 734 RECORDS<br>133 W MICHIGAN AVE 104<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-040-010 | HIGH SCOPE<br>124 PEARL ST 601<br>YPSILANTI MI 48197                      | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-400-030 | HOPE AMERICA, INC<br>133 W MICHIGAN AVE 204<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-500-030 | BETH A PUSATERI, ATTY AT<br>566 DAVIS ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-500-040 | OLD WORLD BAKERY<br>40 N HURON ST<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 6.58   |
| 11-99-29-500-060 | MICHIGAN ANGER MANAGEMENT<br>32 N WASHINGTON ST<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-29-700-100 | BEEZY'S<br>18 N WASHINGTON ST<br>YPSILANTI MI 48197                       | 115: 83 MICH AVE OPER | 24.86  |
| 11-99-29-800-010 | VIVID IMAGING STUDIO<br>25 N WASHINGTON ST<br>YPSILANTI MI 48197          | 115: 83 MICH AVE OPER | 14.25  |
| 11-99-29-900-020 | BENCH MARK MARKETING & DE<br>133 W MICHIGAN AVE 203<br>YPSILANTI MI 48197 | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-30-012-100 | MIX<br>130 W MICHIGAN AVE<br>YPSILANTI MI 48197                           | 115: 83 MICH AVE OPER | 0.73   |
| 11-99-30-800-020 | KOREYS KRISPY KRUNCHY CHI<br>124 PEARL ST STE 100<br>YPSILANTI MI 48197   | 115: 83 MICH AVE OPER | 5.30   |
| 11-99-31-012-010 | HERBAL SOLUTIONS<br>124 W MICHIGAN AVE<br>YPSILANTI MI 48197              | 115: 83 MICH AVE OPER | 7.12   |
| 11-99-31-012-030 | BUSY BODIES MASSAGE<br>124 PEARL ST 303<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-31-012-050 | HASKEL LAW OFFICE<br>124 PEARL ST 306<br>YPSILANTI MI 48197               | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-31-012-060 | UNIVERSALL HOME HEALTH CA<br>124 PEARL ST 402<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-31-012-070 | IDEAL POINT<br>124 PEARL ST 405<br>YPSILANTI MI 48197                     | 115: 83 MICH AVE OPER | 0.18   |
| 11-99-31-012-090 | MILLENIUM FINANCIAL, INC<br>124 PEARL ST 406<br>YPSILANTI MI 48197        | 115: 83 MICH AVE OPER | 1.46   |
| 11-99-31-012-130 | B-24'S<br>217 W MICHIGAN AVE<br>YPSILANTI MI 48197                        | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-31-700-040 | LIBERTY TAX SERVICE<br>101 W MICHIGAN AVE<br>YPSILANTI MI 48197           | 115: 83 MICH AVE OPER | 0.00   |
| 11-99-31-900-020 | METRO COMMERCE CORP<br>124 PEARL ST 302<br>YPSILANTI MI 48197             | 115: 83 MICH AVE OPER | 5.66   |
| 11-99-32-100-010 | ADROIX CORP<br>220 W MICHIGAN AVE<br>YPSILANTI MI 48197                   | 115: 83 MICH AVE OPER | 0.00   |

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| 11-99-33-012-001 | FASHIONS BY G & T UNLIMIT<br>46 N HURON ST<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 3.10     |
| 11-99-33-012-006 | ONE TWENTY THREE<br>123 N WASHINGTON ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 4.02     |
| 11-99-33-012-020 | RED ROCK DOWNTOWN<br>207 W MICHIGAN AVE<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 20.11    |
| 11-99-33-012-021 | RCL FINANCIAL<br>133 W MICHIGAN AVE STE 100<br>YPSILANTI MI 48197     | 115: 83 MICH AVE OPER | 3.10     |
| 11-99-33-012-022 | CLOCKMASTER<br>133 W MICHIGAN AVE STE 105<br>YPSILANTI MI 48197       | 115: 83 MICH AVE OPER | 0.00     |
| 11-99-33-012-026 | STUDIOS<br>124 PEARL ST STE 202<br>YPSILANTI MI 48197                 | 115: 83 MICH AVE OPER | 0.00     |
| 11-99-33-012-027 | PP MEDIA & MARKETING<br>124 PEARL ST STE 407<br>YPSILANTI MI 48197    | 115: 83 MICH AVE OPER | 7.67     |
| 11-99-33-012-029 | BIG RAY'S KUTTIN UP INC<br>120 PEARL ST<br>YPSILANTI MI 48197         | 115: 83 MICH AVE OPER | 3.47     |
| 11-99-40-484-011 | BLACKHAWK INVESTMENT<br>216 W MICHIGAN AVE<br>YPSILANTI MI 48197      | 115: 83 MICH AVE OPER | 5.85     |
| 11-99-40-486-009 | T-MOBILE CENTRAL LLC<br>124 PEARL ST<br>YPSILANTI MI 48197            | 115: 83 MICH AVE OPER | 78.42    |
| 11-11-39-103-010 | BANCITES, INC<br>301 W MICHIGAN AVE<br>YPSILANTI MI 48197             | 119: 03 MICH AVE OPER | 1,798.40 |
| 11-11-40-463-001 | YU MOON JUM<br>510 W MICHIGAN AVE<br>YPSILANTI MI 48197               | 119: 03 MICH AVE OPER | 144.97   |
| 11-11-40-480-005 | ANT DEVELOPMENT INC<br>7 N HAMILTON ST<br>YPSILANTI MI 48197          | 119: 03 MICH AVE OPER | 44.12    |
| 11-11-40-480-006 | AZIMI MOHAMMED<br>5 N HAMILTON ST<br>YPSILANTI MI 48197               | 119: 03 MICH AVE OPER | 51.37    |
| 11-11-40-480-007 | ASANI, ABRAHAM & KEFSE<br>402 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 119: 03 MICH AVE OPER | 85.01    |
| 11-11-40-480-008 | ASANI ABRAHAM & KEFSE<br>404 W MICHIGAN AVE<br>YPSILANTI MI 48197     | 119: 03 MICH AVE OPER | 54.29    |
| 11-11-40-480-009 | BHAVSAR DINESH<br>406 W MICHIGAN AVE<br>YPSILANTI MI 48197            | 119: 03 MICH AVE OPER | 55.02    |
| 11-11-40-480-010 | JAMES KIM<br>410 W MICHIGAN AVE<br>YPSILANTI MI 48197                 | 119: 03 MICH AVE OPER | 174.10   |
| 11-11-40-480-011 | ASANI, ABRAHAM & KEFSE<br>418 W MICHIGAN AVE<br>YPSILANTI MI 48197    | 119: 03 MICH AVE OPER | 55.76    |
| 11-11-40-480-012 | ANT DEVELOPMENT INC<br>424 W MICHIGAN AVE<br>YPSILANTI MI 48197       | 119: 03 MICH AVE OPER | 80.20    |
| 11-11-40-480-013 | WAGNER JOSEPH H<br>432 W MICHIGAN AVE<br>YPSILANTI MI 48197           | 119: 03 MICH AVE OPER | 111.31   |
| 11-11-40-480-014 | ADAMS OUTDOOR ADVERTISING<br>474 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 119: 03 MICH AVE OPER | 23.31    |
| 11-11-40-480-015 | ZEORT AHMAD AND KHADIJE<br>8 BALLARD ST<br>YPSILANTI MI 48197         | 119: 03 MICH AVE OPER | 97.34    |
| 11-99-01-200-750 | CANON FINANCIAL SERVICES,<br>VARIOUS<br>YPSILANTI MI 48197            | 119: 03 MICH AVE OPER | 4.20     |
| 11-99-09-021-008 | LAVISION INC<br>211 W MICHIGAN AVE 100<br>YPSILANTI MI 48197          | 119: 03 MICH AVE OPER | 46.43    |
| 11-99-09-100-325 | ABE'S CONEY ISLAND<br>402 W MICHIGAN AVE<br>YPSILANTI MI 48197        | 119: 03 MICH AVE OPER | 8.22     |
| 11-99-09-206-096 | BROOKS COIN LAUNDRY<br>410 W MICHIGAN AVE<br>YPSILANTI MI 48197       | 119: 03 MICH AVE OPER | 12.61    |

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| 11-99-09-290-107 | CAMPBELL TITLE<br>301 W MICHIGAN AVE 102<br>YPSILANTI MI 48197              | 119: 03 MICH AVE OPER | 9.32   |
| 11-99-09-303-600 | CHAMBER OF COMMERCE<br>301 W MICHIGAN AVE 101<br>YPSILANTI MI 48197         | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-09-600-198 | FASTEMPS<br>418 W MICHIGAN AVE<br>YPSILANTI MI 48197                        | 119: 03 MICH AVE OPER | 15.90  |
| 11-99-09-605-006 | FRANKLIN REALTY INC.<br>301 W MICHIGAN AVE 411<br>YPSILANTI MI 48197        | 119: 03 MICH AVE OPER | 2.37   |
| 11-99-09-850-110 | ANDREW S MUTH PC<br>301 W MICHIGAN AVE 302<br>YPSILANTI MI 48197            | 119: 03 MICH AVE OPER | 33.27  |
| 11-99-09-975-200 | WAGNER JOSEPH H, ATTY<br>432 W MICHIGAN AVE<br>YPSILANTI MI 48197           | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-24-910-020 | JOHN DINGELL, OFFICE<br>301 W MICHIGAN AVE 305<br>YPSILANTI MI 48197        | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-24-980-035 | U OF M EMPLOYEES LOCAL 1<br>301 W MICHIGAN AVE 401<br>YPSILANTI MI 48197    | 119: 03 MICH AVE OPER | 3.29   |
| 11-99-24-980-050 | CARE ONE, INC<br>301 W MICHIGAN AVE 320<br>YPSILANTI MI 48197               | 119: 03 MICH AVE OPER | 15.90  |
| 11-99-26-012-100 | REAL TECHNOLOGIES USA<br>301 W MICHIGAN AVE 300<br>YPSILANTI MI 48197       | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-26-012-120 | ONLY MY EMAIL, INC<br>301 W MICHIGAN AVE 322<br>YPSILANTI MI 48197          | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-28-012-140 | MBS<br>301 W MICHIGAN AVE A50<br>YPSILANTI MI 48197                         | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-28-012-190 | ETCS / WC<br>301 W MICHIGAN AVE 400<br>YPSILANTI MI 48197                   | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-28-400-080 | DOS HERMANOS MARKET<br>412 W MICHIGAN AVE<br>YPSILANTI MI 48197             | 119: 03 MICH AVE OPER | 29.06  |
| 11-99-29-012-120 | DYRONIX CONCEPTS<br>301 W MICHIGAN AVE A40<br>YPSILANTI MI 48197            | 119: 03 MICH AVE OPER | 0.00   |
| 11-99-33-012-017 | CAPSTONE BI INC<br>301 W MICHIGAN AVE STE A30<br>YPSILANTI MI 48197         | 119: 03 MICH AVE OPER | 3.10   |
| 11-99-33-012-018 | DELANY CONSTRUCTION INC<br>301 W MICHIGAN AVE STE 300<br>YPSILANTI MI 48197 | 119: 03 MICH AVE OPER | 5.11   |
| 11-11-05-311-005 | PEEL N ANNETTE<br>720 CAMBRIDGE RD<br>YPSILANTI MI 48197                    | 124: DANGEROUS - ESCR | 300.00 |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197                | 124: DANGEROUS - ESCR | 900.00 |
| 11-11-39-101-017 | PATE JAMES<br>15 S WASHINGTON ST<br>YPSILANTI MI 48197                      | 124: DANGEROUS - ESCR | 900.00 |
| 11-11-39-165-008 | LEWIS CARRIE S<br>361 FIRST AVE<br>YPSILANTI MI 48197                       | 124: DANGEROUS - ESCR | 300.00 |
| 11-11-39-440-031 | SHEPARD FAITH<br>782 HARRIET ST<br>YPSILANTI MI 48197                       | 124: DANGEROUS - ESCR | 300.00 |
| 11-11-40-462-014 | EDWARD, JAY<br>43 S SUMMIT ST<br>YPSILANTI MI 48197                         | 124: DANGEROUS - ESCR | 900.00 |
| 11-11-05-311-005 | PEEL N ANNETTE<br>720 CAMBRIDGE RD<br>YPSILANTI MI 48197                    | 125: DANGEROUS - INSP | 75.00  |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197                | 125: DANGEROUS - INSP | 225.00 |
| 11-11-39-101-017 | PATE JAMES<br>15 S WASHINGTON ST<br>YPSILANTI MI 48197                      | 125: DANGEROUS - INSP | 225.00 |
| 11-11-39-165-008 | LEWIS CARRIE S<br>361 FIRST AVE<br>YPSILANTI MI 48197                       | 125: DANGEROUS - INSP | 75.00  |

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01:01 PM

SPECIAL ASSESSMENT ROLL  
All Records  
All Special Assessments

Page: 26/26  
DB: Ypsi13

| Parcel No                       | Owners Name                                                      | Sp. Assessment        | Amount |
|---------------------------------|------------------------------------------------------------------|-----------------------|--------|
| 11-11-39-440-031                | SHEPARD FAITH<br>782 HARRIET ST<br>YPSILANTI MI 48197            | 125: DANGEROUS - INSP | 75.00  |
| 11-11-40-462-014                | EDWARD, JAY<br>43 S SUMMIT ST<br>YPSILANTI MI 48197              | 125: DANGEROUS - INSP | 225.00 |
| 11-11-37-128-001                | MAURICE & STEPHANIE HOMES<br>802 MONROE ST<br>YPSILANTI MI 48197 | 126: LEAF REMOVAL     | 150.00 |
| 11-11-37-130-024                | HERMAN LANCE<br>906 MADISON ST<br>YPSILANTI MI 48197             | 126: LEAF REMOVAL     | 100.00 |
| 11-11-39-426-009                | GREAT ARBOR PROPERTIES<br>441 BURTON CT<br>YPSILANTI MI 48197    | 126: LEAF REMOVAL     | 200.00 |
| 11-11-39-432-001                | PATTERSON RALPH<br>705 FRANKLIN ST<br>YPSILANTI MI 48197         | 126: LEAF REMOVAL     | 150.00 |
| 11-11-39-465-035                | ST MARY BAPTIST CHURCH<br>561 SECOND AVE<br>YPSILANTI MI 48197   | 126: LEAF REMOVAL     | 100.00 |
| Totals for 101 WEST CROSS DDA   | Count: 80                                                        | 7,437.63              |        |
| Totals for 102 DOWNTOWN DIST    | Count: 37                                                        | 3,584.19              |        |
| Totals for 103 DLQ WATER        | Count: 44                                                        | 20,303.32             |        |
| Totals for 104 DEPOT TOWN       | Count: 83                                                        | 5,893.79              |        |
| Totals for 109 TRASH            | Count: 8                                                         | 4,200.00              |        |
| Totals for 110 WEEDS            | Count: 26                                                        | 5,345.00              |        |
| Totals for 111 WATER STREET     | Count: 48                                                        | 1,505.56              |        |
| Totals for 112 RENTAL INSPEC    | Count: 30                                                        | 3,360.00              |        |
| Totals for 115 83 MICH AVE OPER | Count: 275                                                       | 19,030.86             |        |
| Totals for 119 03 MICH AVE OPER | Count: 34                                                        | 2,963.98              |        |
| Totals for 124 DANGEROUS - ESCR | Count: 6                                                         | 3,600.00              |        |
| Totals for 125 DANGEROUS - INSP | Count: 6                                                         | 900.00                |        |
| Totals for 126 LEAF REMOVAL     | Count: 5                                                         | 700.00                |        |
| Grand Totals                    | Count: 682                                                       | 78,824.33             |        |



Resolution No. 2013 – 104  
June 18, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the proposed ordinance entitled "2013-2014 Tax Levy Ordinance", be approved on Second and Final Reading.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



## Ordinance No. 1190

### 2013-2014 TAX LEVY ORDINANCE

#### THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 19.0211 mills (.0190211 cents per \$1) of the Taxable Value, according to the assessment roll of the last preceding year is approved and authorized; and

The City Clerk is authorized to certify to the City Treasurer and City Assessor the total amount to be levied and restriction for the City of Ypsilanti is:

|                                                                    |                |
|--------------------------------------------------------------------|----------------|
| GENERAL OPERATING                                                  | 19.0211        |
| POLICE & FIRE PENSION                                              | 8.9229         |
| SANITATION                                                         | 2.7814         |
| STREET IMPROVEMENT<br>(Voted debt 2001 bonds and refunded in 2010) | 2.4368         |
| STREET IMPROVEMENT<br>(Voted debt 2003 bonds and refunded in 2012) | 2.3536         |
| PUBLIC TRANSIT                                                     | 0.9789         |
| <b>TOTAL</b>                                                       | <b>36.4947</b> |

Made, passed and adopted by the Ypsilanti City Council this 4<sup>th</sup> day of June, 2013.

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Paul Schreiber, Mayor

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Frances McMullan, City Clerk



**Ordinance No. 1190**

**2013-2014 TAX LEVY ORDINANCE**

ATTEST

I do hereby confirm that the above Ordinance No. 1190 was published in the Ypsilanti Courier on the 9<sup>th</sup> day of May, 2013.

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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 4<sup>th</sup> day of June, 2013.

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Frances McMullan, City Clerk

Public Hearing Notice  
Publish in the Ypsilanti Courier in the May 9, 2013 edition.



To: Mayor Schreiber & City Council  
From: Ericka Savage, Assistant to the City Manager  
RE: **2013 Fee Schedule**

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Office of the City Manager

## **REQUEST FOR LEGISLATION**

**Date: June 14, 2013**

### **SUMMARY/BACKGROUND**

Several years ago, City Council removed fees from the Municipal Code Ordinances and currently the policy is to adopt fees and penalties annually, by resolution. Fees are now compiled into one document, thereby eliminating the cost of reprinting ordinances each year.

City staff and Administration have reviewed the fees and compiled the attached amendments for Fiscal Year 2013-2014. Changes have been made in mostly all departments, due to either inflation or recalculation of staff time/wages/fringes. In some instances, fees have been added.

Note that there are two outstanding highlighted on the attached fee schedule. Forthcoming will be an ordinance amendment for the Administrative Hearings Bureau, including AHB costs. These costs have been added to the attached schedule, but will not become effective until after City Council adopts the ordinance amendment. Secondly, City staff is working on a comprehensive Special Events Policy and online application form. These changes are not reflected in the fee schedule. It will be submitted to City Council in one package in coming weeks.

ATTACHMENTS: 2013 Draft Fee Schedule, Resolution

RECOMMENDED ACTION: Approval

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DATE RECEIVED: 6-14-2013 AGENDA ITEM NO. Res. No. 2013-105

CITY MANAGER COMMENTS: \_\_\_\_\_

FOR AGENDA OF: 6-18-2013 FINANCE DIR. APPROVAL: \_\_\_\_\_

COUNCIL ACTION TAKEN: \_\_\_\_\_



Resolution No. 2013-105  
June 13, 2013

### A RESOLUTION SETTING FEES

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

#### Ypsilanti City Code

|            |                    |                            |                                                 |                                                                     | 2013             | 2014                                         |
|------------|--------------------|----------------------------|-------------------------------------------------|---------------------------------------------------------------------|------------------|----------------------------------------------|
| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #                                      | Type of Fee                                                         | Current Fee (\$) | Poposed Fee (\$) (if blank, fee is the same) |
|            |                    |                            |                                                 |                                                                     |                  |                                              |
| All Depts. |                    |                            | Copy charges - 8-1/2 x 11 inch sheet - per page |                                                                     |                  |                                              |
|            |                    | 112                        | 101-4-0000-607-05                               | 1 through 6 pages                                                   | \$ 0.50          |                                              |
|            |                    | 112                        | 101-4-0000-607-05                               | More than 7 pages (per page)                                        | \$ 0.15          |                                              |
|            |                    |                            |                                                 |                                                                     |                  |                                              |
|            |                    | 150                        | 101-4-2150-607-07                               | Notary Public Service - Signature and seal (per notarized document) | \$ 10.00         |                                              |
|            |                    | 142                        | 101-4-0000-694-01                               | Iron Mountain retrieval (per box)                                   | \$ 56.32         |                                              |
|            |                    |                            | FOIA fees (Hardcopy & Electronic)               |                                                                     |                  |                                              |
|            |                    |                            |                                                 | Small FOIA request                                                  |                  |                                              |
|            |                    | 112                        | 101-4-0000-607-05                               | First 3 pages                                                       | \$ 3.00          |                                              |
|            |                    | 112                        | 101-4-0000-607-05                               | Each additional page                                                | \$ 0.50          |                                              |
|            |                    |                            |                                                 | or                                                                  |                  |                                              |
|            |                    |                            |                                                 | Large FOIA request                                                  |                  |                                              |
|            |                    | 142                        | 101-4-0000-694-01                               | hourly charge + \$.15 per page                                      | 0.15/page        |                                              |
|            |                    | 142                        | 101-4-0000-694-01                               | Compact Disc                                                        | \$ 1.00          |                                              |
|            |                    |                            |                                                 |                                                                     |                  |                                              |
| Assessor   | 22-35              | 146                        | 101-4-2570-460-00                               | New business registration fee                                       | \$ 86.00         |                                              |

| Dept./Div.      | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #                                            | Type of Fee                                              | 2013                                                                           | 2014                                             |
|-----------------|--------------------|----------------------------|-------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------|
|                 |                    |                            |                                                       |                                                          | Current Fee (\$)                                                               | Proposed Fee (\$)<br>(if blank, fee is the same) |
| <b>Assessor</b> |                    |                            |                                                       | Real Estate agent access to sketch program               | \$ -                                                                           |                                                  |
|                 |                    | 144                        | 101-4-0000-607-08                                     | Copy of building sketch                                  | \$ 0.50                                                                        |                                                  |
|                 |                    |                            |                                                       | Tax Abatement Application Fees                           | See Planning Department Fees                                                   |                                                  |
| <b>Building</b> | 18-3               |                            |                                                       | Building Permit                                          |                                                                                |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | First \$1,000 of construction value or less              | \$ 50.00                                                                       |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Each additional \$1,000 or fraction thereof              | \$ 9.00                                                                        |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Plan Review                                              | 20% of permit cost as deposit + balance of review costs due when permit issued |                                                  |
|                 |                    |                            | <b>Certificate of Occupancy (each unit or tenant)</b> |                                                          |                                                                                |                                                  |
|                 |                    | 152                        | 101-4-3710-461-04                                     | Commercial                                               | \$ 50.00                                                                       |                                                  |
|                 |                    | 152                        | 101-4-3710-461-04                                     | Residential                                              | \$ 50.00                                                                       |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Demolition Permit                                        | \$ 50.00                                                                       |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | First \$1,000 of work contract or less                   | \$ 50.00                                                                       |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Each additional \$1,000 or fraction thereof              | \$ 9.00                                                                        |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | All other permits, minimum fee                           | \$ 50.00                                                                       |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Contractor's registration; expires March 31 of each year |                                                                                |                                                  |
|                 |                    | 104                        | 101-4-3710-461-00                                     | Residential builders, alteration and maint.              | \$ 32.00                                                                       |                                                  |
|                 |                    | 190                        | 101-4-3710-461-05                                     | Sign contractor license/registration                     | \$ 32.00                                                                       |                                                  |
|                 |                    |                            |                                                       | Plumbing Permit                                          |                                                                                |                                                  |
|                 |                    | 164                        | 101-4-3710-461-03                                     | per inspection/service/system/unit                       | \$ 50.00                                                                       |                                                  |
|                 |                    |                            |                                                       | Electrical Permit                                        |                                                                                |                                                  |
|                 |                    | 118                        | 101-4-3710-461-01                                     | per inspection/service/panel/unit                        | \$ 50.00                                                                       |                                                  |
|                 |                    | 206                        | 101-4-3710-461-02                                     | Mechanical Permit                                        |                                                                                |                                                  |
|                 |                    | 206                        | 101-4-3710-461-02                                     | per inspection / service / system / unit / appliance     | \$ 50.00                                                                       |                                                  |

| Dept./Div.      | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                     | 2013             | 2014                                         |
|-----------------|--------------------|----------------------------|-------------------|-------------------------------------------------------------------------------------------------|------------------|----------------------------------------------|
|                 |                    |                            |                   |                                                                                                 | Current Fee (\$) | Poposed Fee (\$) (if blank, fee is the same) |
|                 |                    |                            |                   | Administrative Fee for work started without issuance of applicable permit (all permit types)    | \$ 50.00         |                                              |
| <b>Building</b> | 18-31(b)           |                            |                   | Appeals to Building Board of Appeals                                                            |                  |                                              |
|                 |                    |                            |                   | per structure                                                                                   | County fees +52  |                                              |
| <b>Building</b> | 18-153             |                            |                   | Various certificate of compliance inspection fees (rental inspection/per apt./unit/or as noted) |                  |                                              |
|                 |                    |                            |                   | <b>Multiple Family-3 or more dwelling units</b>                                                 |                  |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Initial certification inspection                                                                | \$ 50.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Re-certification inspection                                                                     | \$ 42.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Re-inspection                                                                                   | \$ 40.00         |                                              |
|                 |                    |                            |                   | <b>Single Family and Duplex</b>                                                                 |                  |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Initial certification inspection                                                                | \$ 75.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Re-certification inspection                                                                     | \$ 65.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Re-inspection                                                                                   | \$ 55.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | City scheduled inspection                                                                       | \$ 42.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Search warrants obtained for inspection                                                         | \$ 65.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Rooming House - 1-3 sleeping rooms                                                              | \$ 55.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Rooming House - 4-7 sleeping rooms                                                              | \$ 100.00        |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Rooming House - 8-11 sleeping rooms                                                             | \$ 160.00        |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Rooming House - 12-15 sleeping rooms                                                            | \$ 210.00        |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Rooming House - 16+ sleeping rooms                                                              | \$ 260.00        |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Late cancellation or no-show inspection                                                         | \$ 55.00         |                                              |
|                 |                    | 100                        | 101-4-3710-461-08 | Commercial/residential certificate of occupancy                                                 | \$ 55.00         |                                              |
| <b>Building</b> | 18-190             | 226                        | 101-4-3710-461-09 | Vacant Building Inspection Fee                                                                  | \$ 75.00         |                                              |
|                 |                    |                            |                   | Escrow Account (Monthly)                                                                        |                  |                                              |
|                 |                    | 220                        | 101-255-01        | Vacant building - not "regularly occupied"                                                      | \$ 50.00         |                                              |
|                 |                    | 220                        | 101-255-01        | New building/structure                                                                          | \$ 50.00         |                                              |
|                 |                    | 220                        | 101-255-01        | All other vacant buildings - including dangerous buildings                                      | \$ 300.00        |                                              |
| <b>Building</b> | 42-69              |                            |                   | Maintenance of exterior premises - City cleanup                                                 |                  |                                              |
|                 |                    | 204                        | 101-4-3720-607-06 | *Plus actual cost of hired contractor                                                           | 50+*             |                                              |

| Dept./Div.      | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                   | 2013               | 2014                                             |
|-----------------|--------------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|
|                 |                    |                            |                   |                                                                                                                                                               | Current Fee (\$)   | Proposed Fee (\$)<br>(if blank, fee is the same) |
| <b>Building</b> | 74-56              |                            |                   | Shopping-cart reclamation fee                                                                                                                                 | Deleted in FY 2011 |                                                  |
| <b>Building</b> | 110-85             | 204                        | 101-4-3720-607-06 | Lien collection charge for cost of cutting weeds                                                                                                              | 50                 |                                                  |
| <b>Building</b> | 94-193             |                            |                   | Outdoor Café, Restaurant, and Beer Garden Annual Fee                                                                                                          | 50                 | 75                                               |
| <b>P&amp;D</b>  | 54-81              | 222                        | 101-4-8030-477-00 | Historic District work permit application fee, filing                                                                                                         | 30+*               |                                                  |
|                 |                    |                            |                   | *plus \$5 per \$3,000 of labor and material                                                                                                                   | no change          |                                                  |
|                 |                    |                            |                   | Administrative Fee for HDC work started without issuance of applicable permit                                                                                 | 48                 | 50                                               |
| <b>P&amp;D</b>  | 122-98             | 178                        | 101-4-7210-607-01 | Master Plan amendment                                                                                                                                         | 350                |                                                  |
|                 | and                | 178                        | 101-4-7210-607-01 | Zoning Map amendment                                                                                                                                          | 800                | 1000                                             |
|                 | 122-134            | 178                        | 101-4-7210-607-01 | Zoning Text amendment                                                                                                                                         | 800                | 1000                                             |
|                 |                    | 178                        | 101-4-7210-607-01 | Area Variance - SF Residential                                                                                                                                | 200                |                                                  |
|                 |                    | 178                        | 101-4-7210-607-01 | Area Variance - other use                                                                                                                                     | 450                |                                                  |
|                 |                    | 178                        | 101-4-7210-607-01 | Use Variance                                                                                                                                                  | 450                |                                                  |
|                 |                    | 178                        | 101-4-7210-607-01 | Sign Variance                                                                                                                                                 | 250                |                                                  |
|                 |                    | 178                        | 101-4-7210-607-01 | All variance types: each variance requested beyond first on same site/application.                                                                            | 450                |                                                  |
| <b>P&amp;D</b>  | 122-134            | 120                        | 101-283-00        | Site Plan Review                                                                                                                                              | 500+*              |                                                  |
|                 |                    |                            |                   | (*plus engineering review fees)                                                                                                                               |                    |                                                  |
|                 |                    | 120                        | 101-283-00        | Site Plan review (additional revision review)                                                                                                                 | 75                 |                                                  |
|                 |                    | 162                        | 101-4-7210-676-05 | Site inspections by P&D Dept. staff after first compliance inspection                                                                                         | 25                 |                                                  |
|                 |                    | 162                        | 101-4-7210-676-05 | Pre-development meeting (related to site plan)                                                                                                                | 75                 |                                                  |
|                 | 122-122            |                            |                   | Administrative fee for site work started without issuance of applicable permit                                                                                | n/a                | 50                                               |
| <b>P&amp;D</b>  | 122-574            |                            |                   | PUD Application                                                                                                                                               | 1000               |                                                  |
|                 |                    |                            |                   | (*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees)(see note 1) |                    |                                                  |
|                 |                    |                            |                   | PUD Application (Adaptive Re-Use and Historic only) new in 2012                                                                                               | 550                |                                                  |
|                 |                    |                            |                   | Tax Abatement Application Fee Breakdown                                                                                                                       |                    |                                                  |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                          | 2013                   | 2014                                             |
|------------|--------------------|----------------------------|-------------------|--------------------------------------------------------------------------------------|------------------------|--------------------------------------------------|
|            |                    |                            |                   |                                                                                      | Current Fee (\$)       | Proposed Fee (\$)<br>(if blank, fee is the same) |
|            |                    |                            |                   | Creation of a District (public notice, preparation for City Council)                 | 200                    |                                                  |
|            |                    |                            |                   | Application Review and Recommendation                                                | 350                    |                                                  |
|            |                    | 162                        | 101-4-7210-676-05 | Site inspections by P&D Dept. staff after first compliance inspection                | 25                     |                                                  |
|            |                    |                            | 101-4-3070-476-01 | Alley/Street Closure                                                                 | 900                    |                                                  |
|            |                    |                            |                   | Alley/Street Vacation                                                                | 1000                   |                                                  |
|            |                    |                            |                   | Lot split application                                                                | 50                     |                                                  |
|            |                    |                            |                   | Appeal of staff interpretation                                                       | 250                    |                                                  |
|            |                    |                            |                   | Specific interpretation                                                              | 250                    |                                                  |
|            |                    |                            |                   | Special Exception permit for fee in-lieu of providing off street parking (per space) | 600                    |                                                  |
| P&D        | 122-163            |                            |                   | Special Use permit                                                                   | 300                    |                                                  |
| P&D        | 122-878            | 190                        | 101-4-3710-461-05 | Sign inspection fee, per sign:                                                       | 100                    |                                                  |
|            |                    | 190                        | 101-4-3710-461-05 | Sidewalk Signs (new in 2011)                                                         | 25                     |                                                  |
|            |                    |                            |                   | Modification of Standard Request (new in 2011)                                       | 75                     |                                                  |
|            |                    |                            |                   | Aerial Photos/Overlays                                                               | Staff time & materials |                                                  |
|            |                    | 104                        |                   | Fence permit - zoning review                                                         | 65                     |                                                  |
|            | 122-816            |                            |                   | Garden on vacant residential lot                                                     | n/a                    | 25                                               |
| P&D        | General            |                            |                   | Zoning Map Copies                                                                    |                        |                                                  |
|            |                    |                            |                   | Zoning Map, per page (new in 2011)                                                   | 3.5                    |                                                  |
|            |                    |                            |                   | Zoning Map and Details (new in 2011)                                                 | 20                     |                                                  |
|            |                    |                            |                   | Zoning Map (specific section) new in 2011                                            | 6 per section          |                                                  |
|            | 1-15               |                            |                   | Zoning Ordinance Copy (250 pages) new in 2011                                        | 25                     |                                                  |
|            |                    |                            |                   | Zoning Ordinance, per page first through fifth                                       | 0.5                    |                                                  |
|            |                    |                            |                   | Zoning Ordinance, per page, sixth thru twenty-fifth                                  | 0.15                   |                                                  |
|            |                    |                            |                   | Zoning Verification Letter                                                           | n/a                    | 50                                               |
|            |                    |                            |                   | Code Compliance Letter                                                               | n/a                    | 150                                              |
|            |                    |                            |                   | Master Plan Copy                                                                     | 20                     |                                                  |
|            |                    |                            |                   | Non-Motorized Plan (new in 2012)                                                     | 20                     |                                                  |
|            |                    |                            |                   | Parks and Recreation Plan (new in 2012)                                              | 20                     |                                                  |

| Dept./Div.   | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #                  | Type of Fee                                                            | 2013             | 2014                                             |
|--------------|--------------------|----------------------------|-----------------------------|------------------------------------------------------------------------|------------------|--------------------------------------------------|
|              |                    |                            |                             |                                                                        | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
|              |                    |                            |                             | Historic District Map (new in 2012)                                    | 2.5              |                                                  |
| <b>Clerk</b> | 6-31               |                            | <b>Liquor License Fees:</b> |                                                                        |                  |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "A" Hotel                                                              | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "B" Hotel                                                              | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "C" Hotel                                                              | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "Tavern" beer and by the glass                                         | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "SDD" package liquor                                                   | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | "SDM" package beer and wine                                            | 500              |                                                  |
|              |                    |                            |                             | If more than one class of license held                                 |                  |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | (Fee per class held)                                                   | 25               |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Transfer of ownership, including partner                               | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Transfer of location                                                   | 300              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Addition of space                                                      | 300              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Deletion of partner                                                    | 300              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Addition of special permit, i.e entertainment, dancing or Sunday sales | 315              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Wine Maker License                                                     | 500              |                                                  |
|              |                    | 138                        | 101-4-0000-574-04           | Micro Brewer License                                                   | 500              |                                                  |
| <b>Clerk</b> | 6-43               | 158                        | 101-4-2150-456-00           | Application for license to sell                                        | 500              |                                                  |
|              |                    |                            |                             | Additional fee for DDA location                                        | 110              |                                                  |
| <b>Clerk</b> | 10-47              |                            |                             | Amusement arcades: license application                                 | 165              |                                                  |
|              |                    |                            |                             | transfer fee                                                           | 30               |                                                  |
|              |                    |                            |                             | multi-agents- each                                                     | 30               |                                                  |
| <b>Clerk</b> | 10-51              |                            |                             | Fee per amusement machine                                              | 15               |                                                  |
| <b>Clerk</b> | 10-54              |                            |                             | License fee per device                                                 | 15               |                                                  |
| <b>Clerk</b> | 10-72              |                            |                             | Application fee for amusement device license, application fee          | 25               |                                                  |
| <b>Clerk</b> | 10-75              |                            |                             | Application fee per machine                                            | 15               |                                                  |
|              |                    |                            |                             | Grant of license per machine                                           | 15               |                                                  |
| <b>Clerk</b> | 10-139             |                            |                             | Billiard room, pool hall, license fee                                  | 200              |                                                  |
|              |                    |                            |                             | per table                                                              | 15               |                                                  |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                   | 2013                               | 2014                                         |
|------------|--------------------|----------------------------|-------------------|-------------------------------------------------------------------------------|------------------------------------|----------------------------------------------|
|            |                    |                            |                   |                                                                               | Current Fee (\$)                   | Poposed Fee (\$) (if blank, fee is the same) |
| Clerk      | 10-196             |                            |                   | Cabaret license fee, per year                                                 | 80                                 |                                              |
| Clerk      | 22-76              |                            |                   | Bed and breakfast application fee                                             | 80                                 |                                              |
| Clerk      | 22-80              |                            |                   | Annual bed and breakfast, inn license fee                                     | 175                                |                                              |
| Clerk      | 22-117             |                            |                   | Health club license application fee                                           | 80                                 |                                              |
| Clerk      | 22-121             |                            |                   | Annual health club fee                                                        | 175                                |                                              |
| Clerk      | 22-178             |                            |                   | Peddlers license application fee, investigation fee                           | 100                                |                                              |
| Clerk      | 82-47              |                            |                   | Secondhand dealer license application fee                                     | 100                                |                                              |
| Clerk      | 82-49              |                            |                   | Issuance of annual 2nd hand dealer license                                    | 100                                |                                              |
| Clerk      | 22-182             |                            |                   | House to house soliciting by established business, various fee (monthly rate) | 80                                 |                                              |
| Clerk      | 114-68             | 196                        | 101-4-2150-456-02 | Taxicab license fee                                                           | 115                                |                                              |
|            | 114-71             | 196                        | 101-4-2150-456-02 | Taxicab license transfer fee                                                  | 55                                 |                                              |
|            | 114-91             | 196                        | 101-4-2150-456-02 | Taxicab bond plate fee                                                        | 115                                |                                              |
|            | 114-92             | 196                        | 101-4-2150-456-02 | Taxicab duplicate license fee                                                 | 30                                 |                                              |
|            | 114-93             | 196                        | 101-4-2150-456-02 | Taxicab transfer bond plate fee                                               | 80                                 |                                              |
|            | 114-113            | 196                        | 101-4-2150-456-02 | Taxicab driver's license fee: new license                                     | 30                                 |                                              |
|            |                    | 196                        | 101-4-2150-456-02 | Renewal fee                                                                   | 25                                 |                                              |
|            |                    | 196                        | 101-4-2150-456-02 | Duplicate                                                                     | 15                                 |                                              |
| Clerk      | 114-136 (1)        |                            |                   | Rates of Fare                                                                 |                                    |                                              |
|            |                    |                            |                   | Mileage/Flag Drop                                                             |                                    |                                              |
|            |                    |                            |                   | Flag Drop                                                                     | 2                                  |                                              |
|            |                    |                            |                   | Mileage after flag drop                                                       | 0.25 per 1/8 mile or 2.00 per mile |                                              |
|            |                    |                            |                   | Waiting Time                                                                  | 0.25 per 45 seconds                |                                              |
| Clerk      | 114-136 (2)        |                            |                   | Hourly Rate (all time after first hour in .25 hour increments)                | 21 per hour                        |                                              |
|            |                    |                            |                   |                                                                               |                                    |                                              |
| Clerk      | 114-148            |                            |                   | Wrecker Licensing                                                             |                                    |                                              |
|            | 114-148(g)         |                            |                   | Surety Bond - remitting of funds                                              | Deleted in FY 2011                 |                                              |

| Dept./Div.       | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                  | 2013               | 2014                                             |
|------------------|--------------------|----------------------------|-------------------|------------------------------------------------------------------------------|--------------------|--------------------------------------------------|
|                  |                    |                            |                   |                                                                              | Current Fee (\$)   | Proposed Fee (\$)<br>(if blank, fee is the same) |
|                  | 114-148(h)         |                            |                   | Surety Bond - substitution for insurance                                     | Deleted in FY 2011 |                                                  |
|                  | 114-150            |                            |                   | License fee - per wrecker plate                                              | Deleted in FY 2011 |                                                  |
|                  | 114-152(5)(c)      |                            |                   | Re-inspection fee if lot fails inspection                                    | Deleted in FY 2011 |                                                  |
|                  | 114-154(4)         |                            |                   | Processing fee for impoundment of vehicle, labor, LEIN fees, etc.            | Deleted in FY 2011 |                                                  |
| <b>Clerk</b>     | 122-799 (6)        |                            |                   | Outdoor Café, Restaurant, and Beer Garden Annual Fee-<br>(moved to building) | 50                 | 0                                                |
|                  |                    |                            |                   | Qualified Voter File (disks)                                                 | 10                 |                                                  |
|                  |                    |                            |                   | printed voter listing (same as copy charges)                                 |                    |                                                  |
|                  |                    |                            |                   | Ward/Precinct/Polling Location Maps                                          |                    |                                                  |
|                  |                    |                            |                   | 8x11                                                                         | 2.5                |                                                  |
|                  |                    |                            |                   | 11x17                                                                        | 3.5                |                                                  |
|                  |                    |                            |                   | 18x24                                                                        | 10                 |                                                  |
|                  |                    |                            |                   | 24x36                                                                        | 15                 |                                                  |
|                  |                    |                            |                   | 36x48                                                                        | 20                 |                                                  |
|                  |                    |                            | 101-110-04        | Code of Ordinances                                                           | 260                |                                                  |
|                  |                    |                            |                   |                                                                              |                    |                                                  |
|                  |                    |                            |                   | City Charter                                                                 | 15                 |                                                  |
| <b>Treasurer</b> | 102-104 (a) (3)    | 176                        | 101-4-2530-462-00 | Contractor service pass (ea)                                                 | 22                 |                                                  |
|                  | 102-104 (a) (4)    | 176                        | 101-4-2530-462-00 | Employee service pass (ea)                                                   | 200                |                                                  |
|                  |                    | 176                        | 101-4-2530-462-00 | annual renewal                                                               | 200                |                                                  |
| <b>Treasurer</b> | 102-106 (a)        | 200                        |                   | Fine for parking without permit                                              | 50                 |                                                  |
|                  | 102-104 (a) (3)    | 176                        | 101-4-2530-462-00 | Contractor service pass (ea)                                                 | 22                 |                                                  |
|                  | 102-104 (a) (4)    | 176                        | 101-4-2530-462-00 | Employee service pass (ea)                                                   | 200                |                                                  |
|                  |                    | 176                        | 101-4-2530-462-00 | annual renewal                                                               | 200                |                                                  |
|                  | 102-105 (d)        | 176                        | 101-4-2530-462-00 | Residential parking permit fee, first permit                                 | 22                 |                                                  |
|                  |                    | 176                        | 101-4-2530-462-00 | each additional permit                                                       | 22                 |                                                  |
|                  |                    | 176                        | 101-4-2530-462-00 | renewal                                                                      | 11                 |                                                  |
|                  |                    | 176                        | 101-4-2530-462-00 | second resident visitor pass                                                 | 11                 |                                                  |

| Dept./Div.                            | Ordinance Sec. No. | Shortcut Code for Treasury        | G/L ACCT #               | Type of Fee                                                                            | 2013                | 2014                                                |
|---------------------------------------|--------------------|-----------------------------------|--------------------------|----------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------|
|                                       |                    |                                   |                          |                                                                                        | Current Fee (\$)    | Proposed Fee (\$)<br>(if blank, fee is the same)    |
|                                       |                    | 176                               | 101-4-2530-462-00        | non-resident service vehicle pass                                                      | 22                  |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | non-resident service vehicle pass renewal                                              | 11                  |                                                     |
|                                       |                    |                                   |                          | non-resident visitor pass issued with first service vehicle pass                       | 0                   |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | replace lost visitor pass                                                              | 22                  |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | replace lost service vehicle pass                                                      | 22                  |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | replace lost residential pass                                                          | 22                  |                                                     |
|                                       | 102-106 (b&c)      | 200                               | 101-4-3110-656-00        | Use of non-owned permit                                                                | 100                 |                                                     |
|                                       |                    | 200                               | 101-4-3110-656-00        | Use of permit for commuter parking                                                     | 100                 |                                                     |
| <b>Treasurer</b>                      | 102-135 (d)        |                                   |                          | Parking permit fee for residents in B-3 district                                       |                     |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | for 4 months                                                                           | 75                  |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | for 1 year                                                                             | 200                 |                                                     |
| <b>Treasurer</b>                      | 102-192            |                                   |                          | Civil Infraction - Pedestrian or other traffic on the median.                          | 50                  |                                                     |
|                                       | Misc. Fees         |                                   |                          | Return check for NSF                                                                   |                     |                                                     |
|                                       |                    | 142                               | 101-4-0000-694-01        | first check                                                                            | 45                  |                                                     |
|                                       |                    | 142                               | 101-4-0000-694-01        | second and subsequent NSF check from same person or entity within one year (per check) | 57                  |                                                     |
|                                       |                    |                                   |                          | Downtown employee parking                                                              |                     |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | for four months                                                                        | 75                  |                                                     |
|                                       |                    | 176                               | 101-4-2530-462-00        | annual                                                                                 | 200                 |                                                     |
| <b>Treasurer</b>                      |                    |                                   |                          | <b>Online payment fees</b>                                                             |                     |                                                     |
|                                       |                    | N/A                               | N/A                      | Amount of payment due is between: \$2.00-\$66.00                                       | \$2.00/payment      |                                                     |
|                                       |                    | N/A                               | N/A                      | Payment amount that exceed \$67.00                                                     | 3% of payment       |                                                     |
| <b>Administrative Hearings Bureau</b> |                    | <b>Shortcut Code for Treasury</b> |                          |                                                                                        |                     |                                                     |
|                                       |                    |                                   | <b>Blight Infraction</b> |                                                                                        | <b>Penalty</b>      |                                                     |
|                                       | 18-52              | 230                               | 101-4-3730-607-11        | State construction code                                                                | 1st Violation: \$50 | 1st Violation: \$50,<br>\$75 after 10 business days |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                       | 2013                 | 2014                                               |
|------------|--------------------|----------------------------|-------------------|---------------------------------------------------|----------------------|----------------------------------------------------|
|            |                    |                            |                   |                                                   | Current Fee (\$)     | Proposed Fee (\$)<br>(if blank, fee is the same)   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 18-92              | 230                        | 101-4-3730-607-11 | Property maintenance code                         | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 18-115             | 230                        | 101-4-3730-607-11 | Violations generally                              | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 18-134 A&B         | 230                        | 101-4-3730-607-11 | Allow occupancy without certificate of compliance | 1st Violation: \$100 |                                                    |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 2nd Violation: \$300 |                                                    |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 3rd Violation: \$500 |                                                    |
|            | 18-225             | 230                        | 101-4-3730-607-11 | Dangerous buildings                               | 1st Violation: \$50  | n/a                                                |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 2nd Violation: \$100 | n/a                                                |
|            |                    | 230                        | 101-4-3730-607-11 |                                                   | 3rd Violation: \$200 | n/a                                                |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                       | 2013                 | 2014                                                  |
|------------|--------------------|----------------------------|-------------------|-----------------------------------------------------------------------------------|----------------------|-------------------------------------------------------|
|            |                    |                            |                   |                                                                                   | Current Fee (\$)     | Proposed Fee (\$)<br>(if blank, fee is the same)      |
|            | 42-55              | 230                        | 101-4-3730-607-11 | Property maintenance nuisance                                                     | 1st Violation: \$50  | 1st Violation: \$50,<br>\$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                   | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                   | 3rd Violation: \$200 | 3rd Violation: \$200,<br>\$225 after 10 business days |
|            | 42-68              | 230                        | 101-4-3730-607-11 | Litter (see 70-38)                                                                |                      | 1st Violation: \$50,<br>\$75 after 10 business days   |
|            |                    |                            |                   |                                                                                   |                      | 2nd Violation: \$150,<br>\$175 after 10 business days |
|            |                    |                            |                   |                                                                                   |                      | 3rd Violation: \$300,<br>\$325 after 10 business days |
|            | 50-34              |                            |                   | Fire Prevention Code (when designated as blight violation)                        |                      | \$100-\$500, plus \$25 after 10 business days         |
|            | 71-72              |                            |                   | Specific Violations (raw building materials, junk waste, abandoned refrigerators) |                      | 1st Violation: \$50,<br>\$75 after 10 business days   |
|            |                    |                            |                   |                                                                                   |                      | 2nd Violation: \$150,<br>\$175 after 10 business days |
|            |                    |                            |                   |                                                                                   |                      | 3rd Violation: \$200,<br>\$225 after 10 business days |
|            | 86-32              | 230                        | 101-4-3730-607-11 | Disposal arrangements                                                             | 1st Violation: \$50  | 1st Violation: \$50,<br>\$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                   | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10 business days |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee            | 2013                 | 2014                                               |
|------------|--------------------|----------------------------|-------------------|------------------------|----------------------|----------------------------------------------------|
|            |                    |                            |                   |                        | Current Fee (\$)     | Proposed Fee (\$)<br>(if blank, fee is the same)   |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 86-33              | 230                        | 101-4-3730-607-11 | Commercial properties  | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 86-34              | 230                        | 101-4-3730-607-11 | Residential properties | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 86-35              | 230                        | 101-4-3730-607-11 | Multiple Dwellings     | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                        | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 86-54              | 230                        | 101-4-3730-607-11 | Peak Times             |                      | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    |                            |                   |                        |                      | 2nd Violation: \$100, \$125 after 10 business days |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                | 2013                 | 2014                                                     |
|------------|--------------------|----------------------------|-------------------|----------------------------------------------------------------------------|----------------------|----------------------------------------------------------|
|            |                    |                            |                   |                                                                            | Current Fee (\$)     | Proposed Fee (\$)<br>(if blank, fee is the same)         |
|            |                    |                            |                   |                                                                            |                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|            | 94-136             | 230                        | 101-4-3730-607-11 | Snow removal from sidewalk adjacent to residential and commercial premises | 1st Violation: \$50  | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200 | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|            | 94-136             | 230                        | 101-4-3730-607-11 | Snow removal from parking lot serving less than 10 dwelling units          | 1st Violation: \$50  | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200 | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|            | 94-136             | 230                        | 101-4-3730-607-11 | Snow removal from parking lot serving 10 or more dwelling units            | 1st Violation: \$100 | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200 | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|            | 110-34             | 230                        | 101-4-3730-607-11 | Trees and shrubs                                                           | 1st Violation: \$50  | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100 | 2nd Violation: \$100,<br>\$125 after 10<br>business days |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                                                                                        | 2013                 | 2014                                               |
|------------|--------------------|----------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------|
|            |                    |                            |                   |                                                                                                                                                                                                                                                                    | Current Fee (\$)     | Proposed Fee (\$)<br>(if blank, fee is the same)   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 110-81             | 230                        | 101-4-3730-607-11 | Grass and weed control                                                                                                                                                                                                                                             | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            | 122-8              | 230                        | 101-4-3730-607-11 | Zoning                                                                                                                                                                                                                                                             | 1st Violation: \$50  | 1st Violation: \$50, \$75 after 10 business days   |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100 | 2nd Violation: \$100, \$125 after 10 business days |
|            |                    | 230                        | 101-4-3730-607-11 |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200 | 3rd Violation: \$200, \$225 after 10 business days |
|            |                    |                            |                   | Street cut or curb cut - per opening                                                                                                                                                                                                                               | 60                   |                                                    |
|            |                    |                            |                   | Bond amount: Contractor shall furnish either a cash bond or a performance bond acceptable to the City of Ypsilanti and in compliance will all requirements of law that is to remain in effect for a period of not less than one (1) year from date of application. |                      |                                                    |
|            |                    |                            |                   | property line to back of curb                                                                                                                                                                                                                                      | 3000                 |                                                    |
|            |                    |                            |                   | property line to 1/2 pavement width                                                                                                                                                                                                                                | 5000                 |                                                    |
|            |                    |                            |                   | property line to full pavement width                                                                                                                                                                                                                               | 1000                 |                                                    |
|            |                    |                            | <b>AHB Costs</b>  |                                                                                                                                                                                                                                                                    |                      |                                                    |
|            |                    | 230                        | 101-4-3730-607-11 | Abatement costs                                                                                                                                                                                                                                                    | Actual cost plus fee |                                                    |
|            |                    | 230                        | 101-4-3730-607-11 | Prosecution Costs                                                                                                                                                                                                                                                  | \$120/hr             | \$200                                              |
|            |                    | 230                        | 101-4-3730-607-11 | Administrative Hearings Bureau Costs                                                                                                                                                                                                                               | \$120/hr             | \$75                                               |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                         | 2013                                      | 2014                                             |
|------------|--------------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------|
|            |                    |                            |                   |                                                                                                                                                                     | Current Fee (\$)                          | Proposed Fee (\$)<br>(if blank, fee is the same) |
|            |                    | 230                        | 101-4-3730-607-11 | State JSA (set by state statute)                                                                                                                                    | \$10                                      | \$10                                             |
|            |                    | 230                        | 101-4-3730-607-11 | Continuance/Adjournment                                                                                                                                             |                                           | *50                                              |
|            |                    | 230                        | 101-4-3730-607-11 | Default                                                                                                                                                             |                                           | *50                                              |
|            |                    | 230                        | 101-4-3730-607-11 | Show Cause                                                                                                                                                          |                                           | *50                                              |
|            |                    | 230                        | 101-4-3730-607-11 | Motion to Set Aside Default                                                                                                                                         |                                           | *50                                              |
| <b>DPW</b> | 94-112             |                            |                   | Moving building, license application fee                                                                                                                            | 320+*                                     |                                                  |
|            |                    |                            |                   | (*Owner also responsible for materials used)                                                                                                                        |                                           |                                                  |
| <b>DPW</b> |                    | 106                        | 226-4-0000-694-01 | Trash Stickers/Brim bags - each                                                                                                                                     | 2                                         |                                                  |
|            |                    |                            |                   | Recycle bins - each                                                                                                                                                 | 7                                         |                                                  |
|            |                    |                            |                   | Administration fee (monthly billings & special service invoices)                                                                                                    | 10% for annual amounts less than \$25,001 |                                                  |
|            |                    |                            |                   | Administration fee (monthly billings & special service invoices)                                                                                                    | 5% for annual amounts over \$25,001       |                                                  |
|            |                    |                            |                   | Late fee for invoices                                                                                                                                               |                                           |                                                  |
|            |                    |                            |                   | Over 30 days                                                                                                                                                        | 2%                                        |                                                  |
|            |                    |                            |                   | Over 60 days                                                                                                                                                        | Additional 2%                             |                                                  |
|            |                    |                            |                   |                                                                                                                                                                     |                                           |                                                  |
| <b>DPW</b> |                    |                            |                   | Penalty fee for failing to apply for Right of Way, excavation, curb cut permit or sidewalk replacement permit before work begins. Fee is in addition to permit fee. | 60                                        |                                                  |
|            |                    |                            |                   |                                                                                                                                                                     |                                           |                                                  |
| <b>DPW</b> |                    |                            |                   | Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)                                                                          | 50                                        |                                                  |
|            |                    |                            |                   |                                                                                                                                                                     |                                           |                                                  |
| <b>DPW</b> |                    |                            |                   | Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)                                            | 3                                         |                                                  |
| <b>DPW</b> |                    |                            |                   | Manufactured Fertilizer Commercial Applicator                                                                                                                       | 25                                        |                                                  |

| Dept./Div.      | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                                                                                                        | 2013             | 2014                                             |
|-----------------|--------------------|----------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------|
|                 |                    |                            |                   |                                                                                                                                                                                                                                                                                    | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
| Facilities      | 78-124             |                            |                   | Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool                                                                                                                                                                                          |                  |                                                  |
|                 |                    |                            |                   | Reservation Fees                                                                                                                                                                                                                                                                   |                  |                                                  |
|                 |                    |                            |                   | (per hour, non-refundable, due 60 days in advance)                                                                                                                                                                                                                                 |                  |                                                  |
|                 |                    | 184                        | 101-273-11        | Senior Center (2 hr min.)                                                                                                                                                                                                                                                          | 40/hr            |                                                  |
|                 |                    |                            |                   | Parkridge Community Center (2 hr. min.)                                                                                                                                                                                                                                            | 30/hr            |                                                  |
|                 |                    |                            |                   |                                                                                                                                                                                                                                                                                    |                  |                                                  |
|                 |                    |                            |                   | Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted in the Recreation Department office.                                   |                  |                                                  |
|                 |                    |                            |                   | Damage deposit                                                                                                                                                                                                                                                                     |                  |                                                  |
|                 |                    |                            |                   | (refundable, due 14 days in advance)                                                                                                                                                                                                                                               | 200              |                                                  |
|                 |                    |                            |                   |                                                                                                                                                                                                                                                                                    |                  |                                                  |
|                 |                    |                            |                   | Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.(employee costs shall be reimbursed at hourly rate +10% overhead) |                  |                                                  |
|                 |                    |                            |                   |                                                                                                                                                                                                                                                                                    |                  |                                                  |
|                 |                    |                            |                   | Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months                                                                               |                  |                                                  |
|                 |                    |                            |                   |                                                                                                                                                                                                                                                                                    |                  |                                                  |
| Fiscal Services |                    | 112                        | 101-4-0000-607-05 | Reprint of W-2/1099-R                                                                                                                                                                                                                                                              | \$ 6.00          |                                                  |
|                 |                    | 112                        | 101-4-0000-607-05 | Copy of Payroll check stub                                                                                                                                                                                                                                                         | 0                | 6                                                |
| Film Permits    | 10-312             |                            |                   | Permit for Film on Public Property                                                                                                                                                                                                                                                 | \$250            |                                                  |
|                 |                    |                            |                   | Permit for Film on Private Property                                                                                                                                                                                                                                                | \$100            |                                                  |
|                 |                    |                            |                   | Deposit (if City Services are required)                                                                                                                                                                                                                                            | \$3,000          |                                                  |
|                 |                    |                            |                   | Daily Public Property Use-per day                                                                                                                                                                                                                                                  | \$107            |                                                  |

| Dept./Div.             | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                       | 2013             | 2014                                            |
|------------------------|--------------------|----------------------------|-------------------|-----------------------------------|------------------|-------------------------------------------------|
|                        |                    |                            |                   |                                   | Current Fee (\$) | Poposed Fee (\$)<br>(if blank, fee is the same) |
| Film or Special Events | 10-312 /10-268     | 192                        | 101-4-4420-676-05 | Parking Space Rental/per day      | \$25             |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Parking Officer                   | \$29             |                                                 |
|                        |                    |                            |                   | <b>Staff Fees:</b>                |                  |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Police Officer                    | \$53/hr          |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Sergeant                          | \$67/hr          |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Lieutenant                        | \$69/hr          |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Dispatch                          | \$35/hr          |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Firefighter                       | \$46/hr          |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Lieutenant                        | \$50/hr          |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Captain                           | \$53/hr          |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Fire Chief                        | \$80/hr          |                                                 |
|                        |                    | 192                        | 101-4-4410-676-03 | Environmental/Trash-straight time | \$29/hr          |                                                 |
|                        |                    | 192                        | 101-4-4410-676-03 | Environmental/Trash-overtime (OT) | \$37/hr          |                                                 |
|                        |                    | 192                        | 101-4-4410-676-03 | Environmental/Trash Operator      |                  | \$34-68/hr                                      |
|                        |                    | 192                        | 101-4-4410-676-03 | Streets worker-straight time      | \$31/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | Streets worker-OT                 | \$41/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | Parks Worker-Straight time        | \$32/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | Parks Worker-OT                   | \$42/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | Supervisor-Straight time          | \$39/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | Supervisor-OT                     | \$51/hr          | 0                                               |
|                        |                    | 192                        | 101-4-4410-676-03 | DPS Operator                      |                  | \$34-68/hr                                      |
|                        |                    | 192                        | 101-4-4410-676-03 | DPS Supervisor                    |                  | \$40-80/hr                                      |
| Film or Special Events |                    |                            |                   | <b>Vehicle Equipment: POLICE</b>  |                  |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Mobile Command                    | \$ 11.44         |                                                 |
|                        |                    | 192                        | 101-4-3070-676-02 | Police Cruiser                    | \$ 8.09          |                                                 |
|                        |                    |                            |                   | <b>Fire</b>                       |                  |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Class 1 Engine                    | \$ 450.00        |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Aerial Truck                      | \$ 450.00        |                                                 |
|                        |                    | 192                        | 101-4-3390-676-01 | Support Vehicle                   | \$ 150.00        |                                                 |

| Dept./Div.            | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                    | 2013             | 2014                                            |
|-----------------------|--------------------|----------------------------|-------------------|--------------------------------------------------------------------------------|------------------|-------------------------------------------------|
|                       |                    |                            |                   |                                                                                | Current Fee (\$) | Poposed Fee (\$)<br>(if blank, fee is the same) |
|                       |                    |                            |                   | <b>Public Services</b>                                                         |                  |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Car-Crown Vic ( V #23)                                                         | \$ 7.38          |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Arrowboard (V #2)                                                              | \$ 5.38          |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Snow Blower (V #3)                                                             | \$ 3.36          |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Stake Struck: 2012: V #131                                                     | \$ 9.26          | 9.54                                            |
|                       |                    | 192                        | 101-4-4410-676-03 | Dump Truck (V #100)                                                            | \$ 37.34         | 38.89                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | Pickup Truck (V #101)                                                          | \$ 8.96          | 9.33                                            |
|                       |                    | 192                        | 101-4-4410-676-03 | Small Dump truck (V #104)                                                      | \$ 8.96          | 9.33                                            |
|                       |                    | 192                        | 101-4-4410-676-03 | Large Dump truck-no plow (V #109 no plow)                                      | \$ 37.34         | 38.89                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | Large Dump truck with plow (V #109)                                            | \$ 54.09         | 52.42                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | Van with aerial lift (V #112)                                                  | \$ 18.90         | 18.45                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | Trailer (V-117)                                                                | \$ 9.37          | \$7.75                                          |
|                       |                    | 192                        | 101-4-4410-676-03 | Weed Whip (V #423)                                                             | \$ 4.16          |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Mower (V 448)                                                                  | \$ 26.43         |                                                 |
|                       |                    | 192                        | 101-4-4410-676-03 | Sweeper (V #139)                                                               | \$ 90.87         | 90.85                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | Loader (V #129)                                                                | \$ 71.79         | 66.25                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | <b>Rear Packet Truck (V#603) new in 2012</b>                                   | \$ 25.63         | 25.61                                           |
|                       |                    | 192                        | 101-4-4410-676-03 | <b>Bobcat (V#128) new in 2012</b>                                              | \$ 41.85         | 43.29                                           |
| <b>Special Events</b> | 10-268             |                            |                   | Festival - Special Events use fees and Park Registration Fees (merged in 2009) |                  |                                                 |
|                       |                    |                            |                   | Application fee                                                                |                  |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Class 4 events                                                                 | 250              |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Class 3 events                                                                 | 150              |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Class 2 events                                                                 | 65               |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Class 1 events                                                                 | 55               |                                                 |
|                       |                    |                            |                   | (non-refundable, due 60 days in advance)                                       |                  |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Non-resident                                                                   | 150              |                                                 |
|                       |                    | 192                        | 101-4-4420-676-03 | Resident                                                                       | 55               |                                                 |
|                       |                    |                            |                   | Damage deposit                                                                 |                  |                                                 |
|                       |                    |                            |                   | (refundable, due 14 days in advance)                                           |                  |                                                 |
|                       |                    | 192                        | 101-284-03        | Class 4 events                                                                 | 2000             |                                                 |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                                                                                                                                            | 2013                          | 2014                                             |
|------------|--------------------|----------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------|
|            |                    |                            |                   |                                                                                                                                                                                                                                                                                                                        | Current Fee (\$)              | Proposed Fee (\$)<br>(if blank, fee is the same) |
|            |                    | 192                        | 101-284-03        | Class 3 events                                                                                                                                                                                                                                                                                                         | 1000                          |                                                  |
|            |                    | 192                        | 101-284-03        | Class 2 events                                                                                                                                                                                                                                                                                                         | 500                           |                                                  |
|            |                    | 192                        | 101-284-03        | Class 1 events                                                                                                                                                                                                                                                                                                         | 100                           |                                                  |
|            |                    |                            |                   | Capital Improvement Fee                                                                                                                                                                                                                                                                                                |                               | \$1000/day for Class 3 and 4 events              |
|            |                    |                            |                   | Utility Fee-Electric                                                                                                                                                                                                                                                                                                   |                               |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 4 events                                                                                                                                                                                                                                                                                                         | 250                           |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 3 events                                                                                                                                                                                                                                                                                                         | 100                           |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 2 events                                                                                                                                                                                                                                                                                                         | 15                            |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 1 events                                                                                                                                                                                                                                                                                                         | 10                            |                                                  |
|            |                    |                            |                   | Utility Fee-Water                                                                                                                                                                                                                                                                                                      |                               |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 4 events                                                                                                                                                                                                                                                                                                         | 25                            |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 3 events                                                                                                                                                                                                                                                                                                         | 20                            |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 2 events                                                                                                                                                                                                                                                                                                         | 10                            |                                                  |
|            |                    | 192                        | 101-4-4420-676-03 | Class 1 events                                                                                                                                                                                                                                                                                                         | 5                             |                                                  |
|            |                    | 192                        | 101-284-03        | Surety bond in lieu of damage deposit (subject to City Attorney approval)                                                                                                                                                                                                                                              | 10,000                        |                                                  |
|            |                    |                            |                   | <u>Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event as determined no later than 14 days prior to the event during pre-event meeting. (employee costs shall be reimbursed at hourly rate +10%)</u> |                               |                                                  |
|            |                    |                            |                   | Street Closing Permit application fees (non-refundable, due 14 days in advance)                                                                                                                                                                                                                                        |                               |                                                  |
|            |                    | 194                        | 101-4-3070-476-01 | Local streets                                                                                                                                                                                                                                                                                                          | 100                           |                                                  |
|            |                    | 194                        | 101-4-3070-476-01 | Major streets                                                                                                                                                                                                                                                                                                          | 160                           |                                                  |
|            |                    |                            |                   | Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)                                                                                                                                                                                                         | Actual Cost<br>(2 hours min.) |                                                  |

| Dept./Div.     | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                                                                                        | 2013             | 2014                                             |
|----------------|--------------------|----------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------|
|                |                    |                            |                   |                                                                                                                                                                                                                                                                    | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
|                |                    |                            |                   | Applicant(s) shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.(employee costs shall be reimbursed at hourly rate +10% overhead)             |                  |                                                  |
| Special Events | 10-271             |                            |                   | Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Bldg. Dept.)                                                                                                               | 51               |                                                  |
| Ordinance      | 14-3               | 134                        | 101-4-3110-607-09 | Impoundment fees - reclaim fee                                                                                                                                                                                                                                     | 16               |                                                  |
|                |                    |                            |                   |                                                                                                                                                                                                                                                                    |                  |                                                  |
| Ordinance      | 14-34              | 102                        | 101-4-3720-461-06 | Animal license, reapplication fee - human s.                                                                                                                                                                                                                       | 11               |                                                  |
| Ordinance      | 14-53              | 102                        | 101-4-3720-461-06 | Various animal license fees - New Ordinances                                                                                                                                                                                                                       |                  |                                                  |
| Ordinance      | 14-54              | 102                        | 101-4-3720-461-06 | Animal license replacement fee                                                                                                                                                                                                                                     |                  |                                                  |
| Ordinance      | 14-84              | 102                        | 101-4-3720-461-06 | Animal permit reapplication                                                                                                                                                                                                                                        |                  |                                                  |
|                |                    | 102                        | 101-4-3720-461-06 | If application made before March 1                                                                                                                                                                                                                                 | 12               |                                                  |
|                |                    | 102                        | 101-4-3720-461-06 | Delinquent application                                                                                                                                                                                                                                             | 16               |                                                  |
|                |                    | 102                        | 101-4-3720-461-06 | Application following July 10                                                                                                                                                                                                                                      | 6                |                                                  |
|                |                    | 102                        | 101-4-3720-461-06 | Delinquent application following July 10                                                                                                                                                                                                                           | 8                |                                                  |
| Ordinance      | 14-86              | 102                        | 101-4-3720-461-06 | Animal permit transfer                                                                                                                                                                                                                                             | 11               |                                                  |
| Ordinance      | 14-131             | 102                        | 101-4-3720-461-06 | Kennel license                                                                                                                                                                                                                                                     | 78               |                                                  |
| Ordinance      | 14-13              | 102                        | 101-4-3720-461-06 | Chicken Permit Application                                                                                                                                                                                                                                         | 25               |                                                  |
| Ordinance      | 11-45              | 234                        | 101-4-2150-456-03 | Medical Marijuana Application                                                                                                                                                                                                                                      | 2500             |                                                  |
| Ordinance      |                    | 234                        | 101-4-2150-456-03 | Application Renewal                                                                                                                                                                                                                                                | 1100             |                                                  |
| Ordinance      | 11-31              |                            |                   | Manufactured Fertilizer Commercial Applicator                                                                                                                                                                                                                      |                  |                                                  |
| Parks          | 78-125             |                            |                   | Park Reservation Fees                                                                                                                                                                                                                                              | N/A              |                                                  |
|                |                    |                            |                   | Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. (employee costs shall be reimbursed at hourly rate +10% overhead) |                  |                                                  |
|                |                    |                            |                   |                                                                                                                                                                                                                                                                    |                  |                                                  |

| Dept./Div.                  | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                          | 2013             | 2014                                            |
|-----------------------------|--------------------|----------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------|
|                             |                    |                            |                   |                                                                                                                                                                                                      | Current Fee (\$) | Poposed Fee (\$)<br>(if blank, fee is the same) |
|                             |                    |                            |                   | Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months |                  |                                                 |
|                             |                    |                            |                   |                                                                                                                                                                                                      |                  |                                                 |
|                             |                    |                            |                   | Fees for the Freighthouse and Farmers Market shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.                          |                  |                                                 |
| <b>Fire - Cost Recovery</b> | 38-135             |                            |                   |                                                                                                                                                                                                      |                  |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | CLASS 1 ENGINE                                                                                                                                                                                       | \$450 with crew  |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | AERIAL TRUCK                                                                                                                                                                                         | \$650 with crew  |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | SUPPORT VEHICLE                                                                                                                                                                                      | \$150 with crew  |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | FIRE FIGHTER                                                                                                                                                                                         | \$ 36.00         |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | FIRE OFFICER                                                                                                                                                                                         | \$ 43.00         |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | FIRE INSPECTOR                                                                                                                                                                                       | \$ 43.00         |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | Fire Standby Pyrotechnic (includes inspection)                                                                                                                                                       |                  | \$250                                           |
|                             |                    | 144                        | 101-4-3390-676-01 | Fire Display (includes inspection)                                                                                                                                                                   |                  | \$250                                           |
| <b>Fire</b>                 |                    | 144                        | 101-4-3390-676-01 | Fire inspection                                                                                                                                                                                      | \$50             |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | Fire investigations                                                                                                                                                                                  | \$500            |                                                 |
|                             |                    | 144                        | 101-4-3390-676-01 | Fire permits                                                                                                                                                                                         | \$50             |                                                 |
| <b>Fire</b>                 | 38-40              |                            |                   | False alarm fees                                                                                                                                                                                     |                  |                                                 |
|                             |                    |                            |                   | first false alarm in calendar year                                                                                                                                                                   | 0                |                                                 |
|                             |                    |                            |                   | second false alarm in calendar year                                                                                                                                                                  | warning          |                                                 |
|                             |                    |                            |                   | third, fourth and fifth false alarm in calendar yr.                                                                                                                                                  |                  |                                                 |

| Dept./Div.         | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                          | 2013             | 2014                                             |
|--------------------|--------------------|----------------------------|-------------------|------------------------------------------------------|------------------|--------------------------------------------------|
|                    |                    |                            |                   |                                                      | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
|                    |                    | 144                        | 101-4-3070-676-02 | for Police                                           | 100              |                                                  |
|                    |                    | 144                        | 101-4-3390-676-01 | for Fire                                             | 300              |                                                  |
|                    |                    |                            |                   | six or more false alarms in calendar year            |                  |                                                  |
|                    |                    | 144                        | 101-4-3070-676-02 | for Police                                           | 200              |                                                  |
|                    |                    | 144                        | 101-4-3390-676-01 | for Fire                                             | 1000             |                                                  |
|                    |                    |                            |                   |                                                      |                  |                                                  |
| <b>Fire/Police</b> |                    |                            |                   | Accident or incident report - first 3 pages          | 12               |                                                  |
|                    |                    |                            |                   | per page after first 3 pages (ea)                    | 1.25             |                                                  |
| <b>Police</b>      | 1-15               |                            |                   | Cost of Prosecution                                  |                  |                                                  |
|                    |                    |                            |                   | OWI                                                  | 155              |                                                  |
|                    |                    |                            |                   | OWI with accident                                    | 205              |                                                  |
|                    |                    |                            |                   | OWI with blood draw                                  | 230              |                                                  |
|                    |                    |                            |                   |                                                      |                  |                                                  |
|                    |                    |                            |                   |                                                      |                  |                                                  |
| <b>Police</b>      | 102-34 (6.30(5))   | 212                        | 101-4-3720-461-07 | Bicycle registration fee                             | 5.00             |                                                  |
| <b>Police</b>      | 102-34 (6.30(6))   | 212                        | 101-4-3720-461-07 | Bicycle registration fee - change of ownership       | 5.00             |                                                  |
| <b>Police</b>      | 102-34 (6.30(7))   | 212                        | 101-4-3720-461-07 | Bicycle registration fee - loss of license plate     | 5.00             |                                                  |
| <b>Police</b>      | 102-61 (a)         | 140                        | 101-4-3110-607-10 | Parking rates: per hour                              | 0.75             |                                                  |
| <b>Police</b>      | 102-61 (b)         | 140                        | 101-4-3110-607-10 | 10 hour parking per hour                             | 0.50             |                                                  |
| <b>Police</b>      | 102-62             |                            |                   | Impound Vehicles:                                    |                  |                                                  |
|                    |                    | 134                        | 101-4-3110-607-09 | Impound - private property                           | 30.00            |                                                  |
|                    |                    | 134                        | 101-4-3110-607-09 | Impound - police -tow-admin. fee                     | 40.00            |                                                  |
| <b>Police</b>      | 102-81 (a)         | 200                        | 101-4-3110-656-00 | Parking violations - failure to admit responsibility | 15.00            |                                                  |

| Dept./Div.    | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                       | 2013             | 2014                                             |
|---------------|--------------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------|
|               |                    |                            |                   |                                                                                                   | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
|               |                    | 200                        | 101-4-3110-656-00 | additional notice violation fee                                                                   | 25.00            |                                                  |
| <b>Police</b> | 102-82             |                            |                   | Schedule of violation fees:                                                                       |                  |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Blockading: alley, sidewalk, crosswalk, driveway, emergency exit, fire escape, traffic            | 35.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Blockading: traffic                                                                               | 35.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Display advertising                                                                               | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Displaying cars "for sale" on City property                                                       | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Improper parking                                                                                  | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking alongside/opposite street excavation                                                      | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking for over 48 hours                                                                         | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking in Fire lane                                                                              | 30.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking in emergency snow route                                                                   | 125.00           |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking in handicapped zone                                                                       | 100.00           |                                                  |
|               |                    |                            |                   | Parking in prohibited zone, including bus stop, taxi stand and loading zone                       |                  |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking left side to curb (except on one-way streets)                                             | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking motor running, car unattended                                                             | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking not fully within metered space                                                            | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking of inoperative vehicle                                                                    | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking on a bridge                                                                               | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking on front or side lawn                                                                     | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking on margin                                                                                 | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking on private property                                                                       | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking on street during maintenance hours (2 am to 6 am)                                         | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking opposite a fire station curb                                                              | 25.00            |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | Parking over 12" from curb                                                                        | 25.00            |                                                  |
|               |                    |                            |                   | Parking over legal limit:                                                                         |                  |                                                  |
|               |                    | 200                        | 101-4-3110-656-00 | if paid at the City Treasurer's office before the end of the next business day following issuance | 10.00            |                                                  |
| <b>Police</b> |                    | 200                        | 101-4-3110-656-00 | if paid in person, via mail, or online within 14 days following issuance                          | 15.00            |                                                  |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                                                                                                                                                                                                                                                                            | 2013             | 2014                                             |
|------------|--------------------|----------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------|
|            |                    |                            |                   |                                                                                                                                                                                                                                                                                                                        | Current Fee (\$) | Proposed Fee (\$)<br>(if blank, fee is the same) |
|            |                    | 200                        | 101-4-3110-656-00 | if paid in person, via mail, 24-hour drop box, or online after 14 days following issuance                                                                                                                                                                                                                              | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking to wash/polish/grease/repair vehicle                                                                                                                                                                                                                                                                           | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking w/o permit / residential permit required                                                                                                                                                                                                                                                                       | 50.00            |                                                  |
|            |                    |                            |                   | Parking w/ expired meter:                                                                                                                                                                                                                                                                                              |                  |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | if paid at the City Treasurer's office before the end of the next business day following issuance                                                                                                                                                                                                                      | 10.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | if paid in person, via mail, or online within 14 days following issuance                                                                                                                                                                                                                                               | 15.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | if paid in person, via mail, 24-hour drop box, or online after 14 days following issuance                                                                                                                                                                                                                              | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 15 ft. of a fire hydrant                                                                                                                                                                                                                                                                                | 50.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 20 ft of a cross walk                                                                                                                                                                                                                                                                                   | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 200 ft of a crash scene                                                                                                                                                                                                                                                                                 | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 30 ft of stop sign                                                                                                                                                                                                                                                                                      | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 50 ft of R/R crossing                                                                                                                                                                                                                                                                                   | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking within 500 ft of a fire scene                                                                                                                                                                                                                                                                                  | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking: blocking fire hydrant                                                                                                                                                                                                                                                                                         | 50.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking: double parking                                                                                                                                                                                                                                                                                                | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Parking: night parking in prohibited zone                                                                                                                                                                                                                                                                              | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Safety zone and curb                                                                                                                                                                                                                                                                                                   | 25.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Selling merchandise from vehicle                                                                                                                                                                                                                                                                                       | 50.00            |                                                  |
|            |                    | 200                        | 101-4-3110-656-00 | Unauthorized parking on city property                                                                                                                                                                                                                                                                                  | 25.00            |                                                  |
|            |                    |                            |                   | *** For all fees in this section: If defendant fails to admit responsibility within 10 days of the parking violation citation, a late fee of \$5 shall be assessed in addition to the fee specified. IF it is necessary to issue a notice to the Defendant, costs of an additional \$5 violation fee shall be assessed |                  |                                                  |
|            |                    |                            |                   | Bike license                                                                                                                                                                                                                                                                                                           | n/a              |                                                  |
|            |                    |                            |                   | Transfer of bike license                                                                                                                                                                                                                                                                                               | n/a              |                                                  |
|            |                    | 170                        | 101-4-3070-456-01 | Public vehicle license                                                                                                                                                                                                                                                                                                 | 30               |                                                  |
|            |                    | 170                        | 101-4-3070-456-01 | Replacement of valid public vehicle license                                                                                                                                                                                                                                                                            | 30               |                                                  |

| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                            | 2013                                 | 2014                                             |
|------------|--------------------|----------------------------|-------------------|--------------------------------------------------------|--------------------------------------|--------------------------------------------------|
|            |                    |                            |                   |                                                        | Current Fee (\$)                     | Proposed Fee (\$)<br>(if blank, fee is the same) |
|            |                    |                            |                   | Police Report                                          | 10                                   |                                                  |
|            |                    |                            |                   | per additional page                                    | 1                                    |                                                  |
|            |                    |                            |                   | Record checks and copy                                 | 10                                   |                                                  |
|            |                    |                            |                   | per page after first 3 pages (ea)                      | 0.15                                 |                                                  |
|            |                    |                            |                   | Letter of identification                               | n/a                                  |                                                  |
|            |                    |                            |                   | Gold and silver registration (approval)                | 55                                   |                                                  |
|            |                    |                            |                   | Gold and silver registration (if denied)               | 35                                   |                                                  |
|            |                    |                            |                   | Fingerprinting (court ordered and liquor control only) | No Charge                            |                                                  |
|            |                    |                            |                   | Gun purchase (first card)                              | 0 (State law)<br>\$10 for notarizing |                                                  |
|            |                    |                            |                   | Copy of cassette tapes/cds/dvds (per 15 minutes)       | Police Sgt's hourly                  |                                                  |
|            |                    |                            |                   | *plus material                                         | rate*                                |                                                  |
|            |                    |                            |                   | Photo processing (per photo + applicable FOIA charges) | 1/photo                              |                                                  |
|            |                    | 218                        | 101-4-3070-698-02 | Processing bond money for other departments            | 10 (State law)                       |                                                  |
|            |                    |                            |                   | 24 hour Liquor License                                 | n/a                                  |                                                  |

\* Fee Schedule Amendments

\* Will not become effective until after City Council adopts the AHB ordinance amendment.

\* City staff is currently preparing a comprehensive Special Events Policy with changes; will be approved by City Council

**OFFERED BY:**

**SUPPORTED BY:**

**Vote**

Founded in 1852  
by Sidney Davy Miller



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MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

June 11, 2013

Ms. Frances McMullan  
City Clerk  
City of Ypsilanti  
One South Huron Street  
Ypsilanti, MI 48197-5453

Re: City of Ypsilanti - Water Supply and Sewage Disposal System Revenue  
Refunding Bonds, Series 2013

Dear Frances:

As we discussed, I have enclosed an Ordinance authorizing the issuance of the above-captioned Bonds to be considered for approval by the City Council at its meeting on June 18<sup>th</sup>. Due to the low interest rate environment and the ability to call certain bonds for early redemption, the City has the opportunity to refinance five different series of its existing Water Supply and Sewage Disposal System Revenue Bonds which were issued from 2001 through 2004 (the "Prior Bonds") at lower interest rates to achieve debt service savings for the benefit of the City and the users of the System.

The Ordinance authorizes the issuance of the Bonds in an aggregate amount not to exceed \$8,500,000 to pay the costs of refunding the Prior Bonds. The Bonds will be payable from the Net Revenues of the City's Water Supply and Sewage Disposal System. After issuance, the Bonds would be senior lien revenue bonds of the System. The Bonds are expected to be sold at a negotiated sale to Hutchinson, Shockey, Erley & Co. (the "Underwriter") as a public offering.

The Ordinance contains the mandatory requirements for Revenue Bond Ordinances as required by Act 94 of 1933 (the "Revenue Bond Act"). The Ordinance sets forth the terms of the Bonds and provides for a negotiated sale of the Bonds to the Underwriter. The Ordinance also authorizes the Mayor, City Manager, City Clerk and/or Finance Director to take any other steps necessary related to the issuance, sale and delivery of the Bonds. There are some blanks in the Ordinance in the form of the Bond that do not need to be completed at or prior to adoption, but will instead be completed in

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

Ms. Frances McMullan

-2-

June 11, 2013

the final Bond form once the final terms been determined. The Ordinance is similar in form to prior bond authorizing ordinances adopted by the City Council. This Ordinance is the only action item required by the City Council relating to the Bonds.

The City is authorized to proceed with the sale of the Bonds only if the City achieves net present value savings of at least 3% per annum through the refinancing. If approved, this would allow the City to move forward with the refinancing of the Bonds with a closing by August 1<sup>st</sup> to pay off the Prior Bonds on September 1, 2013.

Pursuant to Section 6 of the Revenue Bond Act, the Ordinance may be adopted in one reading without the need for a public hearing, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in your local newspaper after its adoption. Upon adoption by the City Council, we would appreciate receiving three (3) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance for bond transcripts.

I plan on attending the City Council meeting on June 18th to answer any questions from Council. If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

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

By: 

Patrick F. McGow

Enclosures

cc: (w/ Encl.)

Ralph Lange, City Manager

Marilou Uy, Finance Director

Paul Stauder, Stauder Barch & Associates, Inc.

Michael Gormely, Hutchinson Shockey

## **ORDINANCE NO. 940-N**

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS TO PAY THE COST OF REFUNDING CERTAIN OUTSTANDING WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE BONDS AND TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND CERTAIN OUTSTANDING BONDS OF EQUAL STANDING OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF YPSILANTI ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.

(b) “Authorized Officers” mean the Mayor, City Manager, City Clerk, and the Finance Director of the City, each individually an Authorized Officer.

(c) “Bonds” mean the Series 2013 Bonds, the Outstanding Bonds and any additional Bonds of equal standing hereafter issued.

(d) “Issuer” or “City” means the City of Ypsilanti, County of Washtenaw, State of Michigan.

(e) “Outstanding Bonds” means the Issuer’s Water Supply and Sewage Disposal System Revenue Bonds, Series 2001, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002A, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002B, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002C, Water Supply and Sewage Disposal System Revenue Bonds, Series 2003A, Water Supply and Sewage Disposal System Revenue Bonds, Series 2003B, Water Supply and Sewage Disposal System Revenue Bonds, Series 2004A, and Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2006.

(f) “Outstanding Junior Bonds” means the Issuer’s outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003C, Water

Supply and Sewage Disposal System Revenue Bonds, Series 2003D, Water Supply and Sewage Disposal System Revenue Bonds, Series 2004B, Water Supply and Sewage Disposal System Revenue Bonds, Series 2007, Water Supply and Sewage Disposal System Revenue Bonds, Series 2008, Water Supply and Sewage Disposal System Revenue Bonds, Series 2009, and the Water Supply and Sewage Disposal System Revenue Bonds, Series 2012.

(g) “Outstanding Ordinances” means Ordinances Nos. 940, 940-A, 940-B, 940-C, 940-D, 940-E, 940-H and 1052 authorizing the issuance of the Outstanding Bonds.

(h) “Outstanding Junior Lien Ordinances” means Ordinances Nos. 940-F, 940-G, 940-J, 940-K, 940-L, 940-M and Amended and Restated Ordinance 940-I authorizing the Outstanding Junior Bonds.

(i) “Refunded Bonds” means all or a portion of the Outstanding Bonds as shall be finally identified in the Sale Order referred to herein, but preliminarily refers to the Series 2001 Bonds maturing in the years 2014 to 2017, inclusive, the Series 2002A Bonds maturing in the years 2014 to 2017, inclusive, the Series 2002C Bonds maturing in the years 2014 to 2021, inclusive, the Series 2003B Bonds maturing in the years 2014 to 2023, inclusive, and the Series 2004A Bonds maturing in the years 2014 to 2027, inclusive.

(j) “Reserve Amount” means the lesser of (i) the maximum annual debt service due on the Bonds in the current or any future year, (ii) 125% of the average annual debt service on the Bonds or (iii) 10% of the principal amount of the outstanding Bonds.

(k) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(l) “Sale Order” means a Sale Order to be executed by an Authorized Officer regarding the sale of the Series 2013 Bonds.

(m) “Series 2013 Bonds” means the Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2013 of the Issuer authorized by this Ordinance.

(n) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and

redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(o) “System” means the entire Water Supply and Sewage Disposal System of the City, both inside and outside the City including all plants, works, instrumentalities and properties, used or useful in connection with the collection and treatment of sanitary sewage, and all facilities used or useful in the supply and distribution of water as the same now exists, and all enlargements, extensions, repairs and improvements thereto hereafter made.

(p) “Transfer Agent” and/or “Escrow Agent” means The Bank of New York Trust Company, N.A., Detroit, Michigan.

(q) “Underwriter” means Hutchinson, Shockey, Erley & Co., Inc., as the purchaser of the Series 2013 Bonds.

Section 2. Necessity; Public Purpose; Estimated Cost. It is hereby determined to be a necessary public purpose of the Issuer to refund all or part of the Refunded Bonds. The estimated cost of refunding the Refunded Bonds, including legal and financing expenses, in an amount of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000), is hereby approved.

Section 3. Payment of Cost; Bonds Authorized. To pay the costs associated with the refunding of the Refunded Bonds, including all legal, financial and other expenses incident thereto and incident to the issuance and sale of the Bonds, the Issuer shall borrow the sum of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000), as finally determined in the Sale Order and issue the Series 2013 Bonds pursuant to the provisions of Act 94. The remaining costs, if any, of refunding the Refunded Bonds shall be defrayed from System funds on hand and legally available for such use, including moneys in the bond and interest redemption fund established for the Refunded Bonds.

Section 4. Bond Details, Registration and Execution. The Series 2013 Bonds hereby authorized shall be designated WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS, SERIES 2013, shall be payable solely and only out of the Net Revenues, as set forth more fully herein, shall consist of bonds of the denomination of \$5,000, or integral multiples of \$5,000 not exceeding in any one year the amount maturing in that year, dated as of the date of delivery or such other date as shall be determined in the Sale Order, numbered in order of authentication, and shall mature on September 1<sup>st</sup> in the years 2014 to 2027, inclusive, or such other years of maturity as shall be determined in the Sale Order.

The Series 2013 Bonds shall bear interest at a rate or rates determined on sale thereof, but in any event not exceeding 6% per annum, payable on March 1 and September 1 of each year, commencing March 1, 2014, or such other date as shall be determined in the Sale Order, by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the Issuer maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. The principal of the Series 2013 Bonds shall be payable at the principal corporate trust office of the Transfer Agent.

The Series 2013 Bonds may be subject to redemption prior to maturity at the times and prices and in the manner finally determined in the Sale Order.

In case less than the full amount of an outstanding Series 2013 Bond is called for redemption, the Transfer Agent upon presentation of the Series 2013 Bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption. Notice of redemption shall be given in the manner specified in the form of the Bonds contained in Section 13 of this Ordinance.

The Series 2013 Bonds shall be executed in the name of the Issuer with the manual or facsimile signatures of the Mayor and the City Clerk and shall have a facsimile of the Issuer's seal printed on them. No Bond signed by a facsimile signature shall be valid until authenticated by an authorized signer of the Transfer Agent. The Series 2013 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the Underwriter in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 5. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Bonds contained in Section 13 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of

or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the Transfer Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Transfer Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Transfer Agent may pay the same without surrender thereof.

The Series 2013 Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any Authorized Officer of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2013 Bonds in book-entry-only form and to make such changes in the Series 2013 Bond form with the parameters of this resolution as may be required to accomplish the foregoing.

Section 6. Payment of Series 2013 Bonds. The Series 2013 Bonds and the interest thereon shall be payable solely and only from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The first lien referred to herein shall be of equal standing and priority of lien with the City's Outstanding Bonds which are not being refunded with this issue and senior in standing and priority of lien with the Issuer's Outstanding Junior Bonds. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under this Ordinance except

for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 7. Bondholders' Rights; Receiver. The holder or holders of the Series 2013 Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2013 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2013 Bonds and the security therefor.

Section 8. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on date even herewith, as the same may be increased from time to time.

Section 9. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 10. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law, this Ordinance and the Outstanding Ordinances. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, including, but not limited to providing Net Reserves each year at least equal to 125% of the annual debt service on the Bonds, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 11. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Outstanding Ordinances shall be adjusted, so that upon issuance of the Series 2013 Bonds, the Bond Reserve Account shall total a sum equal to Reserve Amount. In the event that the amount in said Reserve Account is greater than such debt service requirement, such excess amount shall be promptly transferred to the Escrow Fund and used to reduce the principal amount of the Bonds.

Section 12. Bond Proceeds; Escrow Fund. From the proceeds of the sale of the Series 2013 Bonds there shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2013 Bonds. Certain of the proceeds of the Series 2013 Bonds along with moneys on hand in the Bond and Interest Redemption Fund for the Refunded Bonds, if any, shall be deposited in an escrow fund or funds (the “Escrow Fund”) consisting of cash and investments in direct obligations of or obligations of the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing not redeemable at the option of the Issuer in amounts fully sufficient to pay the principal and interest on the Refunded Bonds upon call for redemption. The Escrow Fund shall be held by the Escrow Agent pursuant to an escrow agreement (the “Escrow Agreement”) which shall irrevocably direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Refunded Bonds when due and to call the Refunded Bonds for redemption on the first call date, as specified by the Issuer. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds when due at maturity or by call for redemption as required by the Sale Order. The remaining proceeds of the Series 2013 Bonds shall be used to pay the costs of issuance of the Series 2013 Bonds. Any proceeds in excess of the proceeds deposited in the Escrow Fund or required to pay costs of issuance shall be deposited in the Bond and Interest Redemption Fund and used to pay interest on the Series 2013 Bonds on the next available interest payment date. The Authorized Officers are each authorized to select and appoint an Escrow Agent, and negotiate and enter into an Escrow Agreement on behalf of the Issuer.

Section 13. Bond Form. The Series 2013 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF WASHTENAW

CITY OF YPSILANTI

WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM  
REVENUE REFUNDING BOND, SERIES 2013

|                         |                         |                                  |              |
|-------------------------|-------------------------|----------------------------------|--------------|
| Interest<br><u>Rate</u> | Maturity<br><u>Date</u> | Date of Original<br><u>Issue</u> | <u>CUSIP</u> |
|                         | September 1, ____       | _____, 2013                      |              |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The City of Ypsilanti, County of Washtenaw, State of Michigan (the “Issuer”), for value received, hereby promises to pay, solely and only out of the hereinafter described Net Revenues of the Issuer’s Water Supply and Sewage Disposal System (hereinafter defined) the Principal Amount shown above in lawful money of the United States of America to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, payable on March 1, 2014, and semiannually thereafter. Principal of this bond is payable upon surrender of this bond at the designated office of The Bank of New York Trust Company, N.A., Detroit, Michigan (the “Transfer Agent”) or such other Transfer Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is, as of the 15th day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the Issuer kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Water Supply and Sewage Disposal System of the Issuer (the “System”), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the “Net Revenues”), and a statutory first lien thereon is hereby recognized and created.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$\_\_\_\_\_, issued pursuant to certain ordinances of the Issuer, duly adopted by the City Council of the Issuer (the “Ordinances”), and under and in full

compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of refunding certain of the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2001, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002A and outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002C, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003B and outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2004A.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2001 not being refunded by this issue, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002A not being refunded by this issue, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002B, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002C not being refunded by this issue, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003A, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003B not being refunded by this issue, the Issuer's Water Supply and Sewage Disposal System Revenue Bonds, Series 2004A not being refunded by this issue and the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2006 (the "Outstanding Bonds").

Bonds of this issue maturing in the years 2014 to 2023, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2024 and thereafter may be redeemed at the option of the Issuer, in such order as the Issuer shall determine and within any maturity by lot, on any date on or after September 1, 2023 at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000 and any bond of a denomination of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be

issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation of the Issuer but is payable solely and only, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of the bonds of this issue, the Outstanding Bonds and any additional bonds of equal standing as and when the same shall become due and payable, and to create and maintain a bond redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance authorizing the bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Ypsilanti, County of Washtenaw, State of Michigan, by its City Council, has caused this bond to be executed with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed on this bond, all as of the Date of Original Issue.

CITY OF YPSILANTI

By: \_\_\_\_\_  
Mayor

(Seal)

Countersigned:

By: \_\_\_\_\_  
City Clerk

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Ordinances.

THE BANK OF NEW YORK TRUST  
COMPANY, N.A.,  
Detroit, Michigan

By: \_\_\_\_\_  
Authorized Signatory

Date of Registration:

Section 14. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2013 Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this Ordinance.

Section 15. Authorization for Negotiated Sale. The City has considered the option of selling the Series 2013 Bonds through a competitive sale and a negotiated sale and determines that a negotiated sale of the Series 2013 Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Series 2013 Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjust terms for the Series 2013 Bonds.

Section 16. Selection of Underwriter; Bond Purchase Agreement and Award. The Authorized Officers are each hereby authorized on behalf of the City to negotiate and execute a bond purchase agreement with the Underwriter, to execute a Sale Order evidencing the final terms for the Series 2013 Bonds, and to take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2013 Bonds within the parameters authorized in this Ordinance, provided that the true interest cost of the Series 2013 Bonds shall not exceed 3.5%, the Series 2013 Bonds shall be sold at a price not less than 99% of par and the refunding shall result in a net present value savings to the City of not less than 3% per annum.

Section 17. Tax Covenant; Qualified Tax-Exempt Obligations. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2013 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Series 2013 Bonds proceeds. The Series 2013 Bonds are hereby designated as "qualified tax exempt obligations" for the purpose of deduction of interest expense by financial institutions.

Section 18. Other Matters. The Authorized Officers are each authorized and directed to take the following actions, if necessary: (a) approve the circulation of a preliminary official statement describing the Series 2013 Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Series 2013 Bonds; (c) apply for ratings on the Series 2013 Bonds; (d) enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2013 Bonds in accordance with the requirements of Rule 15c2-12 and (e) do all other acts

and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Series 2013 Bonds.

Section 19. Appointment of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel is hereby approved, notwithstanding its periodic representation in unrelated matters of parties to the transaction.

Section 20. Appointment of Financial Advisor. The City hereby appoints Stauder, Barch & Associates, Inc., as its financial advisor with respect to the Series 2013 Bonds.

Section 21. Savings Clause. The Outstanding Ordinances shall continue in effect, except as specifically supplemented or altered herein.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the ***Ypsilanti Courier***, a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

Section 24. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 18th day of June, 2013.

Signed: \_\_\_\_\_  
Mayor

Signed: \_\_\_\_\_  
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Ypsilanti, County of Washtenaw, Michigan, at a regular meeting held on the 18<sup>th</sup> day of June, 2013 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.

I further certify that the following Members were present at said meeting:

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and that the following Members were absent: \_\_\_\_\_.

I further certify that Member \_\_\_\_\_ moved adoption of said Ordinance, and that said motion was supported by Member \_\_\_\_\_.

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I further certify that the following Members voted for adoption of said Ordinance:

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and that the following Members voted against adoption of said Ordinance:

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I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

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City Clerk

21,244,498.1\099368-00040



Resolution No. 2013-108  
June 18, 2013

**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: