

1. City Council Regular Meeting Agenda

Documents:

[06-16-15 FINAL AGENDA.PDF](#)

2. City Council Regular Meeting Packet

Documents:

[6-16-15 COUNCIL MEETING PACKET.PDF](#)

3. City Council Regular Meeting Action Minutes

Documents:

[06-16-15 ACTION MINUTES.PDF](#)



**CITY OF YPSILANTI
REGULAR MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
Tuesday, June 16, 2015
7:00 p.m.**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Anne Brown	P A	Council Member Robb	P A
Council Member Nicole Brown	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Edmonds	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. PRESENTATIONS –

- Resolution No. 2015-116, designating Ypsilanti, Michigan A Bee City USA – Mayor Edmonds
- Resolution No. 2015-132, in recognition of Gun Safety Week – Police Chief Tony DeGiusti
- Presentation on *Branding* – Debbie Locke-Daniels, Ypsilanti Convention and Visitors Bureau

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. ORDINANCES – SECOND READING –

1. Resolution No. 2015-133, approving Ordinance No. 1249, an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2014/15 and FY 2015/16 be approved on Second and Final Reading.
2. Resolution No. 2015-134, approving Ordinance No. 1250, an ordinance entitled, "2015-2016 Tax Levy Ordinance" on Second and Final Reading.
3. Resolution No. 2015-135, approving Ordinance No. 1244: Adoption, Amendment and Restatement of the Depot Town Development Plan and Tax Increment Financing Plan. ***(First Reading held April 7, 2015)***

XI. MINUTES –

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2015-136, approving the City of Ypsilanti pay for the final installment of the Depot Town DDA Debt.
2. Resolution No. 2015-128, approving fee schedule. ***(Tabled June 9, 2015)***
3. Resolution No. 2015-137, approving MDOT contract for 2015 Adams Street Project and the allocation of funding for the construction costs and construction engineering services.
4. Resolution No. 2015-138, approving contract with Orchard, Hiltz & McClimment, Inc. (OHM) for the Adams Street Paving and Water Main Improvement Project Construction Engineering Services.
5. Resolution No. 2015-139, awarding contract for construction engineering for the Heritage Bridge and Border to Border Trail.
6. Resolution No. 2015-140, accepting bid for Heritage Bridge and Border to Border Trail.
7. Resolution No. 2015-141, approving the implementation of Simple Recycling in the City of Ypsilanti.
8. Resolution No. 2015-142, approving an extension to the auditing contract with Rehmann-Robson.
9. Resolution 2015-143, against the elimination of local governments' authority to raise local labor market standards above State minimums.

XIV. LIASON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Washtenaw Metro Alliance
- D. Urban County
- E. Freight House
- F. Parks and Recreation
- G. Millennial Mayors Conference
- H. Ypsilanti Downtown Development Authority
- I. Eastern Washtenaw Safety Alliance

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT -

Resolution No. 2015-144, adjourning the City Council meeting.



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Resolution No. 2015-144, adjourning the City Council meeting.



Resolution No. 2015-116
June 16, 2015

RESOLUTION DESIGNATING THE CITY OF YPSILANTI AS A *BEE CITY USA*®

WHEREAS, the goal of *BEE CITY USA* is to promote healthy, sustainable habitats and communities for bees and other pollinators; and

WHEREAS, thanks to the tremendous diversity of wild native bees, along with the honey bees that were brought here from Europe in the 1700s, we have very diverse dietary choices rich in fruits, nuts and vegetables: *"One in every three bites of food we eat is courtesy of insect pollination. Even our meat and milk trace back to insects that pollinate the alfalfa and other feed for beef cattle and cows"* (Mace Vaughan, Pollinator Program Director for the Xerces Society for Invertebrate Conservation); and

WHEREAS, bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases, with grave implications for the future health of flora and fauna; and

WHEREAS, cities and their residents have the opportunity to support bees and other pollinators on both public and private land; and

WHEREAS, supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs; and

WHEREAS, the economic benefits of the City of Ypsilanti bee-friendliness are:

- Healthy ecosystems--insect pollinators are required for pollination and reproduction of about 85% of flowering plants globally, plants that: 1) are vital for clean air and water; 2) provide food, fiber and shelter for people and wildlife; and 3) support the very insects that pollinate our crops and form the basis of food webs.
- Increased vegetable and fruit crop yields due to bee pollination.
- Increased habitat for natural enemies of crop pests and therefore reduced need for and costs associated with pesticides.
- Increased demand for pollinator-friendly plant materials from local nurseries and growers.
- Income earned by beekeepers and others through the sale of bee products, beekeeping equipment and supplies, and hive rentals for pollination; and, heightened prestige and premium asking prices for place-based honey, which enhances the visibility and reputation of its community of origin; and

WHEREAS, the City of Ypsilanti should be certified a *BEE CITY USA* community because:

- Michigan is among the leading states in honey production and honey bee assisted agricultural throughout the United States and the world.
- Honey bees are beneficial to mankind and to Michigan in particular, by providing agricultural fruit and vegetable pollination services in tandem with home garden vegetable and fruit production and by furnishing honey, beeswax and other useful products.
- The City of Ypsilanti passed Ordinance No. 1113 on December 1, 2009 to allow for beekeeping in the city.

WHEREAS, ideal pollinator-friendly habitat:

- Provides diverse and abundant nectar and pollen from plants blooming in succession.
- Provides clean water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling.
- Is pesticide-free or has pesticide use carried out with least ill effects on pollinators.

- Is comprised of mostly, if not all, native species of annual and perennial wildflowers, shrubs, trees, and grasses because many native pollinators prefer or depend on the native plants with which they co-evolved.
- Includes, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness.
- Provides for safe and humane removal of bees when required.
- Provides undisturbed spaces (leaf and brush piles, un-mowed fields or field margins, fallen trees and other dead wood) for nesting and overwintering for native pollinators; and

WHEREAS, in order to enhance understanding among municipal staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Ypsilanti agrees to meet the following commitments required of all *BEE CITY USA* communities:

1) Pass this *BEE CITY USA* **resolution** (which articulates these commitments).

2) Designate a municipal department as the municipality's Bee City USA sponsor and an employee from that department as the Bee City USA "**liaison**;" and **assign facilitation of the local Bee City USA program** either to a) a new or existing city commission or b) a non-profit organization, to encourage and coordinate local pollinator habitat and awareness activities. This body will serve as the intermediary between the citizenry and the municipality on matters of enhancing pollinator awareness, health and habitat, fulfilling the following commitments:

- **Annually celebrate** National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase the municipality's commitment to enhancing pollinator health and habitat.
- Annually celebrate our Bee City commitment by developing pollinator habitat, through planting or restoration annually, on city donated property, in order to showcase the municipality's commitment to enhancing pollinator health and habitat, and in partnership with the Bee City Committee, and organized and implemented by the Bee City Committee.
- Annually **apply for renewal** of the community's designation and submit a report of the previous year's *BEE CITY USA* activities following the format provided.

3) **Publicly acknowledge** the community's commitment by agreeing to a) install/maintain at least one authorized *BEE CITY USA* street sign in a prominent location, and b) create/maintain links on appropriate pages of the municipal website which includes, at minimum, links to a PDF of this signed Resolution and the national *BEE CITY USA* website, contact information for the municipality's *BEE CITY USA* liaison and designated "facilitator commission or non-profit organization committee," and reports of the pollinator-friendly activities the municipality has accomplished the previous year(s).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF YPSILANTI THAT:

The Ypsilanti City Council accepts the designation and commits to the standards of *BEE CITY USA*.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Read, approved, and adopted this ____ day of _____, 20__.

Frances McMullan, City Clerk

Amanda Edmonds, Mayor

Approved as to form:

John Barr, City Attorney



REQUEST FOR LEGISLATION
June 16, 2015

FROM: Chief of Police Tony DeGiusti

SUBJECT: Gun Safety Week

Summary and Background:

In collaboration with the WCSO and other law enforcement agencies in the county the Ypsilanti Police Department wants to help make all of our communities safer, by holding a county-wide Gun Safety Week June 21st through 27th, 2015.

The purpose of the Gun Safety Week would be to educate and raise awareness about issues related to gun safety and responsible gun ownership. We propose to take the following steps to further this initiative:

Pass a resolution recognizing Gun Safety Week in the City of Ypsilanti and Washtenaw County stressing the importance of education, awareness, and responsible gun ownership.

Hold a gun lock give away during this week (we have already obtained free gun locks through Project Child Safe <http://www.projectchildsafe.org/>)

Make gun safety information available to residents along with the gun lock distribution

Action Requested:

Adopt the attached resolution making the week of June 21st through 27th, 2015 Gun Safety Week in the City of Ypsilanti.

City Manager Approval: _____ Council Agenda Date: June 16, 2015

City Manager Comments:



Resolution No. 2015-132
June 16, 2015

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department and the City Council are committed to enhancing the safety and well-being of all the residents of the City of Ypsilanti and public safety can be increased by raising awareness and educating residents about how to keep themselves and their families safe; and

WHEREAS, specifically educating the public and increasing knowledge about gun safety issues and encouraging responsible gun ownership can help protect our community and our families; and provides a public service which benefits everyone, especially our children; and

WHEREAS, though national attention is often drawn only to large scale tragedies, gun violence is a serious local as well as national problem affecting many Americans and Michigan residents, as gun violence and injuries occur daily throughout too many of our municipalities; and

WHEREAS, guns are the most common weapon used in domestic violence against women and access to firearms increases the risk of homicide by more than 5 times, and individuals suffering from mental illness are at greater risk of being perpetrators or victims of gun violence, especially suicide, recognition of early warning signs and knowledge of how to respond can reduce gun violence and potentially save lives; and

WHEREAS, during the week of June 21, 2015 through June 27, 2015 the Ypsilanti Police Department will join other law enforcement agencies in Washtenaw County in order to increase the safety of our residents will be providing free gun locks and gun safety information to members of the public and collaborating with community organizations to enhance public knowledge and promote gun safety;

NOW THEREFORE BE IT RESOLVED that the City Council of The City of Ypsilanti in order to increase public safety and awareness about gun safety hereby declares the week of June 21, 2015 through June 27, 2015 as Gun Safety Week in The City of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Ypsilanti Area Destination Brand Development

June 16, 2015

Phire
group.

**Phire
process.**

Listen.

One-on-one stakeholder interviews.

Young adult focus groups.

Survey.

Total views: 626

Total entries: 512

Conversion Rate: 81.8%

Review.

Commonly compared communities.

- Ferndale, MI
- Toledo, OH
- Buffalo, NY
- Bay City, MI
- Wyandotte, MI
- Milwaukee, WI
- Austin, TX
- Lansing, MI
- Battle Creek, MI

Develop.

Perception shift.

Brand values.

Brand personality.

Positioning statement.

Brand core.

**Direction
One.**

BRAND EXPRESSION

There's a new Ypsilanti created every day, made with the passion and energy of those who live and work here. Museums that turn individual passions into public opportunities. Restaurants that allow for experimentation and expression. Independent stores that veer from the mainstream. Artisans that find space to experiment, and like minds with which to collaborate. A university that is dedicated to the idea of opportunity and service. Come explore what we have to offer, and you'll find that boring is not in our vernacular. That expected is something for another place.

We are Ypsilanti. We rethink. We reinvent.

And we are made fresh daily.

MADE

YPSILANTI

DAILY

—





YPSILANTI

#YPSIFRESH



VINTAGE CLOTHING,
READY FOR BROWSING.

YPSILANTI

#YPSIFRESH



#YPSIFRESH

**AUTOMOTIVE
HISTORY,
READY TO WITNESS.**

YPSILANTI



**ARTISAN BAKED GOODS,
READY TO EXPERIENCE.**

YPSILANTI



Direction Two.

Upsi
REAL

Welcome to Ypsilanti. Here you'll meet the talented, the fascinating, the proud. Artists with the room to create. Entrepreneurs with the freedom to risk. Students with the arena to question. History buffs with the opportunity to explore. Here, we value authentic conversation over created facade. We value passion over promotion. And we value uniqueness over the expected. **Ypsilanti. We are unfiltered. We are authentic. We are... real.**

HERE, IS REAL.

21st

HERE, IS REAL.

Ypsi

REAL

Yrasi

REAL

HERE, IS REAL PASSION.

Ypsi

REAL

HERE, IS REAL CRAFTSMANSHIP.



Work

REAL

HERE, IS REAL ART.



FABULOUS HUDSON
HORNET

4psi

REAL

HERE, IS REAL HISTORY.



HERE, IS REAL.

Ypsi
REAL

HERE, IS REAL PASSION.

HERE, IS REAL.

Ypsi
REAL

HERE, IS REAL ARTISTRY.

HERE, IS REAL.



Ypsi
REAL

HERE, IS REAL CRAFTSMANSHIP.

HERE, IS REAL.

Ypsi
REAL

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Ypsi

REAL

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Ypsi

REAL

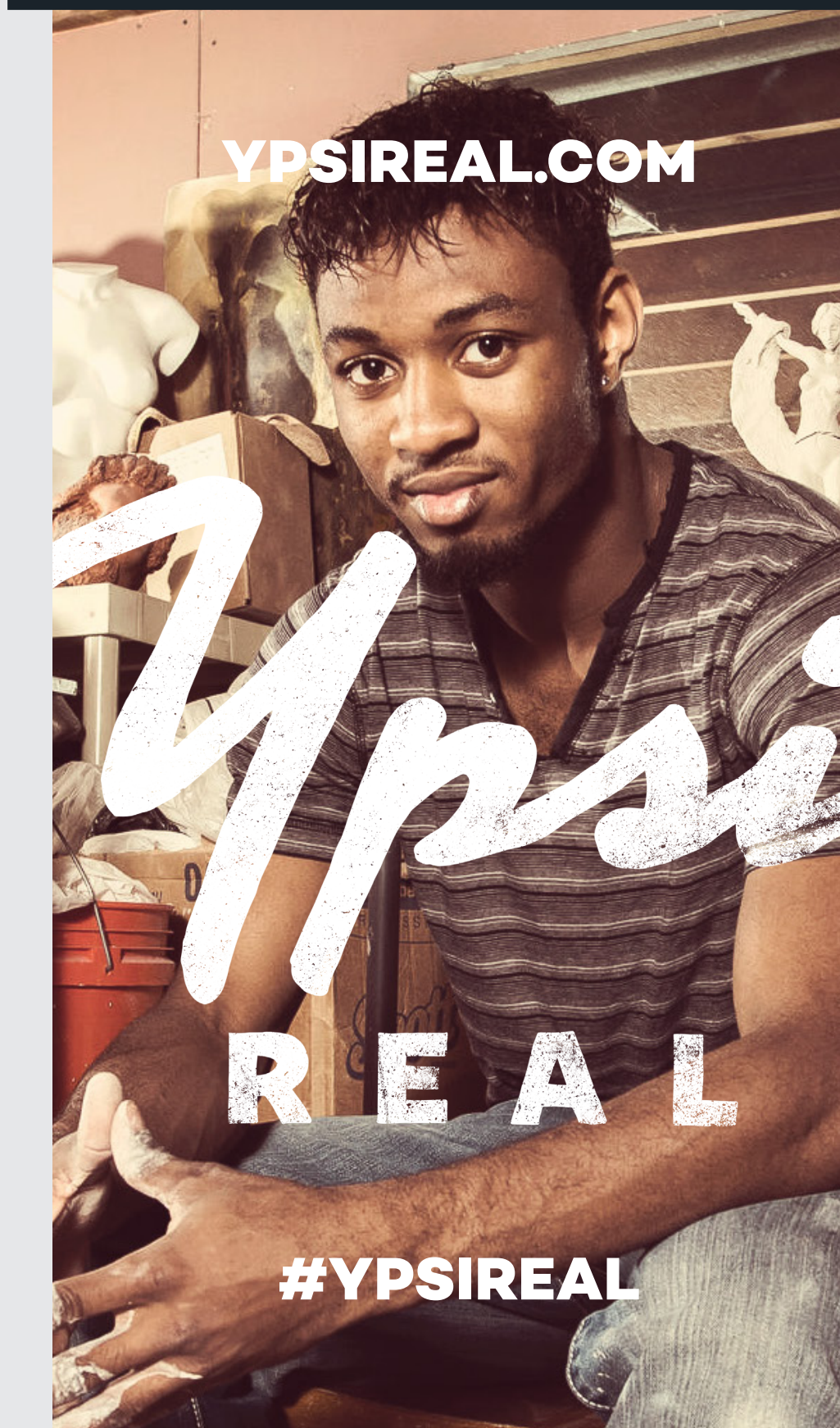
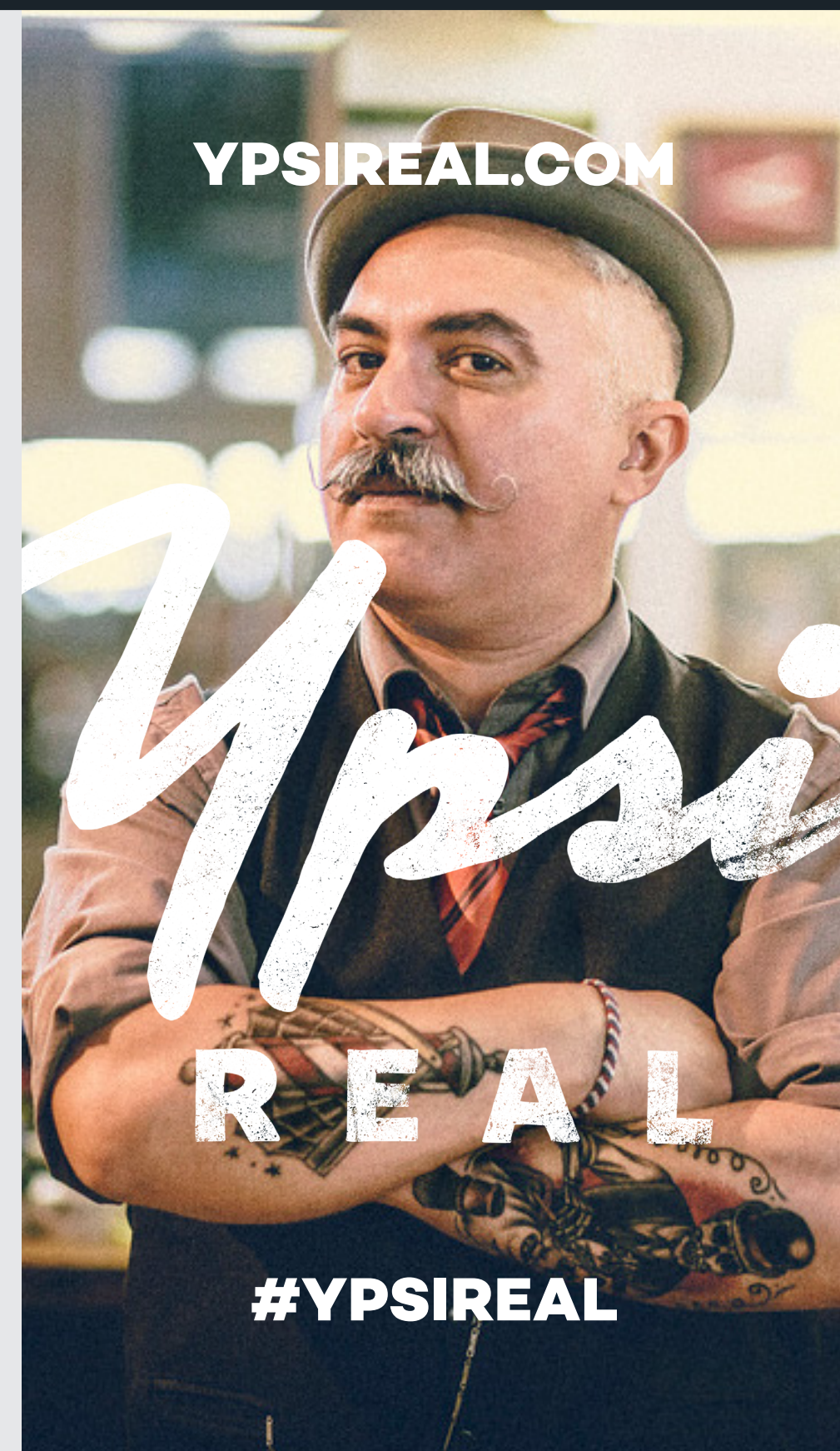
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REQUEST FOR LEGISLATION
June 16, 2015

TO: Mayor Edmonds and City Council

FROM: Ralph A. Lange, City Manager & Marilou Uy, Fiscal Services Director

Subject: Amended budget FY 2014-2015 and FY 2015-2016, and proposed millage rates for FY 2015-2016

DATE: June 16, 2015

Summary & Background: Pursuant to the City Charter, the amended budgets for FY 2014-2015 and FY 2015-2016 were presented to City Council on April 30, 2015. City Council held three budget work sessions in May 2015 to examine the budget in detail with Department Directors and Staff. Council will approve the budget on Tuesday, June 16, 2015 with approved amendments on June 9, 2015.

Attached are the amendments to the following funds approved by City Council:

General Fund (101)
Major Street Fund (202)
Local Street Fund (203)
Land Revolving Fund (412)
Capital Improvement Fund (414)
Sidewalk Fund (495)

Also attached are the amended fund balances of all funds and Budget Appropriation.

The included and updated amendments supersede and take precedent overall and any amendments submitted and approved by City Council and Administration after June 9, 2015.

According to the City Charter, City Council must adopt the general fund and special revenue fund budgets by resolution and ordinance. Hence, two ordinances and resolutions are proposed for your approval to amend the FY 2014-15 and FY 2015-16 budgets. City Council must also adopt a tax levy ordinance and resolution, which sets the millage rate for Fiscal Year 2015-2016 at 34.9012 mills.

Recommended Action: It is recommended that City Council approve the amended budget for FY 2014-2015 and FY 2015-2016 budgets, and the proposed millage rates for FY 2015-2016 with the budget amendments as attached.

Attachments: Proposed tax levy ordinance and resolution, budget ordinance and resolution with amended budget FY 2014-2015 and FY 2015-2016 fund totals, budget amendments, amended fund balances for all funds, and fund appropriations worksheets

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2015 - 133
June 16, 2015

AMEND 2014-2015 & 2015-2016
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
That Ordinance No. 1249 entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2014-2015 and 2015-2016", be approved on Second and Final Reading.

		AMENDED FY 2014-2015		AMENDED FY 2015-2016	
Description	Fund	Revenue	Expenditures	Revenue	Expenditures
General Fund	101	\$ 14,292,024.00	\$ 14,292,024.00	\$ 14,403,655.00	\$ 14,403,655.00
Major Street Fund	202	\$ 2,335,606.00	\$ 2,334,295.00	\$ 2,619,141.00	\$ 2,619,141.00
Local Street Fund	203	\$ 578,406.00	\$ 578,406.00	\$ 584,947.00	\$ 584,947.00
Garbage & Rubbish Collection Fund	226	\$ 884,689.00	\$ 884,689.00	\$ 832,404.00	\$ 832,404.00
Community Development Block Grant Fund	252	\$ 36,173.00	\$ 36,173.00	\$ 32,183.00	\$ 32,183.00
Police Special Revenue Fund	265	\$ 51,481.00	\$ 10,849.00	\$ 20,260.00	\$ 20,000.00
Depot Town DDA Fund	275	\$ 242,082.00	\$ 239,614.00	\$ 148,024.00	\$ 138,423.00
2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M	303	\$ 699,813.00	\$ 699,813.00	\$ 689,885.00	\$ 688,325.00
2002 General Obligation Capital Imp. Debt Fund \$400,000	316	\$ 36,113.00	\$ 36,113.00	\$ 39,705.00	\$ 39,705.00
2012 UTGO Refunding Bonds	342	\$ 677,332.00	\$ 677,332.00	\$ 669,745.00	\$ 668,145.00
2002B Water & Sewer Debt Fund \$485,000 DWRF	364	\$ 30,438.00	\$ 30,438.00	\$ 29,813.00	\$ 29,813.00
2003A Water Supply & Sewage Fund \$4.8 M	368	\$ 515,578.00	\$ 515,578.00	\$ -	\$ -
Land Revolving Fund	412	\$ 900.00	\$ 893.00	\$ 500.00	\$ -
Downtown Development Authority Fund	413	\$ 380,072.00	\$ 362,797.00	\$ 347,758.00	\$ 325,571.00
Capital Improvement Fund	414	\$ 820,191.00	\$ 820,191.00	\$ 3,137,736.00	\$ 3,137,736.00
Economic Development Corporation Fund	415	\$ 1,145.00	\$ 1,145.00	\$ 101,205.00	\$ 101,205.00

		AMENDED FY 2014-2015		AMENDED FY 2015-2016	
Description	Fund	Revenue	Expenditures	Revenue	Expenditures
2003C Water Supply & Sewage \$785,000 DWRF	471	\$ 50,500.00	\$ 50,500.00	\$ 49,500.00	\$ 49,500.00
2004A DDA Construction Fund \$995,000	473	\$ 84,751.00	\$ 84,751.00	\$ 82,608.00	\$ 82,608.00
2004B Water Supply & Sew \$6.33M DWRF	474	\$ 387,669.00	\$ 387,669.00	\$ 386,028.00	\$ 386,028.00
2006 GO LTD Taxable Capital Refunding \$15.74 M	477	\$ 1,376,640.00	\$ 1,376,640.00	\$ 1,377,603.00	\$ 1,377,603.00
2006 Water Supply & Sewage Refunding \$9.895 M	478	\$ 419,506.00	\$ 419,506.00	\$ 443,006.00	\$ 443,006.00
2007 W & S Revenue DWRF \$298,702	479	\$ 19,594.00	\$ 19,594.00	\$ 19,276.00	\$ 19,276.00
2008 W & S DISP. REV \$434,253	480	\$ 28,231.00	\$ 28,231.00	\$ 27,731.00	\$ 27,731.00
2009 W & S Bonds 7249-01 \$260,000	481	\$ 7,913.00	\$ 7,913.00	\$ 7,788.00	\$ 7,788.00
2012 W & S Factory Pump Station \$2.9m	482	\$ 355,227.00	\$ 355,227.00	\$ 184,981.00	\$ 184,981.00
2013 W & S Revenue Refunding Bonds \$7.49M	483	\$ 818,279.00	\$ 818,279.00	\$ 1,257,900.00	\$ 1,257,900.00
2015 W & S DWRF 7320-01	485	\$ 20,000.00	\$ 20,000.00	\$ 430,000.00	\$ 430,000.00
Sidewalk Improvement Fund	495	\$ 100,252.00	\$ 100,252.00	\$ 118,682.00	\$ 118,682.00
Public Transit	588	\$ 280,640.00	\$ 280,640.00	\$ 284,193.00	\$ 284,193.00
Motor Pool Fund	641	\$ 1,920,686.00	\$ 1,920,686.00	\$ 1,825,871.00	\$ 1,825,871.00
Workers Compensation Fund	677	\$ 295,760.00	\$ 295,760.00	\$ 244,320.00	\$ 244,320.00
Fire and Police Pension Fund	732	\$ 4,085,523.00	\$ 4,035,989.00	\$ 4,592,323.00	\$ 4,489,332.00
Retiree Health Care Fund	736	\$ 1,492,635.00	\$ 1,237,562.00	\$ 1,402,178.00	\$ 1,378,178.00
Totals	All	\$ 33,661,912.00	\$ 33,295,612.00	\$ 36,725,324.00	\$ 36,562,625.00

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. 1249

AN ORDINANCE TO AMEND BUDGET APPROPRIATIONS BY DEPARTMENT
AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS
2014 – 2015 and 2015 - 2016

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. 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.

Description	Fund	AMENDED FY 2014-2015		AMENDED FY 2015-2016	
		Revenue	Expenditures	Revenue	Expenditures
General Fund	101	\$ 14,292,024.00	\$ 14,292,024.00	\$ 14,403,655.00	\$ 14,403,655.00
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Police Special Revenue Fund	265	\$ 51,481.00	\$ 10,849.00	\$ 20,260.00	\$ 20,000.00
Depot Town DDA Fund	275	\$ 242,082.00	\$ 239,614.00	\$ 148,024.00	\$ 138,423.00
2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M	303	\$ 699,813.00	\$ 699,813.00	\$ 689,885.00	\$ 688,325.00
2002 General Obligation Capital Imp. Debt Fund \$400,000	316	\$ 36,113.00	\$ 36,113.00	\$ 39,705.00	\$ 39,705.00
2012 UTGO Refunding Bonds	342	\$ 677,332.00	\$ 677,332.00	\$ 669,745.00	\$ 668,145.00
2002B Water & Sewer Debt Fund \$485,000 DWRF	364	\$ 30,438.00	\$ 30,438.00	\$ 29,813.00	\$ 29,813.00
2003A Water Supply & Sewage Fund \$4.8 M	368	\$ 515,578.00	\$ 515,578.00	\$ -	\$ -

		AMENDED FY 2014-2015		AMENDED FY 2015-2016	
Description	Fund	Revenue		Expenditures	
Land Revolving Fund	412	\$ 900.00	\$ 893.00	\$ 500.00	\$ -
Downtown Development Authority Fund	413	\$ 380,072.00	\$ 362,797.00	\$ 347,758.00	\$ 325,571.00
Capital Improvement Fund	414	\$ 820,191.00	\$ 820,191.00	\$ 3,137,736.00	\$ 3,137,736.00
Economic Development Corporation Fund	415	\$ 1,145.00	\$ 1,145.00	\$ 101,205.00	\$ 101,205.00
2003D WS & S Const. Fund \$5.3 M DWRF	469	\$ 336,063.00	\$ 336,063.00	\$ 334,375.00	\$ 334,375.00
2003C Water Supply & Sewage \$785,000 DWRF	471	\$ 50,500.00	\$ 50,500.00	\$ 49,500.00	\$ 49,500.00
2004A DDA Construction Fund \$995,000	473	\$ 84,751.00	\$ 84,751.00	\$ 82,608.00	\$ 82,608.00
2004B Water Supply & Sew \$6.33M DWRF	474	\$ 387,669.00	\$ 387,669.00	\$ 386,028.00	\$ 386,028.00
2006 GO LTD Taxable Capital Refunding \$15.74 M	477	\$ 1,376,640.00	\$ 1,376,640.00	\$ 1,377,603.00	\$ 1,377,603.00
2006 Water Supply & Sewage Refunding \$9.895 M	478	\$ 419,506.00	\$ 419,506.00	\$ 443,006.00	\$ 443,006.00
2007 W & S Revenue DWRF \$298,702	479	\$ 19,594.00	\$ 19,594.00	\$ 19,276.00	\$ 19,276.00
2008 W & S DISP. REV \$434,253	480	\$ 28,231.00	\$ 28,231.00	\$ 27,731.00	\$ 27,731.00
2009 W & S Bonds 7249-01 \$260,000	481	\$ 7,913.00	\$ 7,913.00	\$ 7,788.00	\$ 7,788.00
2012 W & S Factory Pump Station \$2.9m	482	\$ 355,227.00	\$ 355,227.00	\$ 184,981.00	\$ 184,981.00
2013 W & S Revenue Refunding Bonds \$7.49M	483	\$ 818,279.00	\$ 818,279.00	\$ 1,257,900.00	\$ 1,257,900.00
2015 W & S DWRF 7320-01	485	\$ 20,000.00	\$ 20,000.00	\$ 430,000.00	\$ 430,000.00
Sidewalk Improvement Fund	495	\$ 100,252.00	\$ 100,252.00	\$ 118,682.00	\$ 118,682.00
Public Transit	588	\$ 280,640.00	\$ 280,640.00	\$ 284,193.00	\$ 284,193.00
Motor Pool Fund	641	\$ 1,920,686.00	\$ 1,920,686.00	\$ 1,825,871.00	\$ 1,825,871.00
Workers Compensation Fund	677	\$ 295,760.00	\$ 295,760.00	\$ 244,320.00	\$ 244,320.00
Fire and Police Pension Fund	732	\$ 4,085,523.00	\$ 4,035,989.00	\$ 4,592,323.00	\$ 4,489,332.00
Retiree Health Care Fund	736	\$ 1,492,635.00	\$ 1,237,562.00	\$ 1,402,178.00	\$ 1,378,178.00
Totals	All	\$ 33,661,912.00	\$ 33,295,612.00	\$ 36,725,324.00	\$ 36,562,625.00

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 Washtenaw Now. 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 16th day of June, 2015.

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1249 was published in the Washtenaw Now on the 21st day of May, 2015.

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 16th day of June, 2015.

Frances McMullan, City Clerk



Resolution No. 2015 – 134
June 16, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Ordinance No. 1250 entitled “2015-2016 Tax Levy Ordinance”, be approved
on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Ordinance No. 1250

2015-2016 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	7.5411
SANITATION	2.7814
STREET IMPROVEMENT (Voted debt 2001 bonds and refunded in 2010)	2.3236
STREET IMPROVEMENT (Voted debt 2003 bonds and refunded in 2012)	2.2551
PUBLIC TRANSIT	0.9789
TOTAL	34.9012

Made, passed and adopted by the Ypsilanti City Council this 16th day of June, 2015.

Amanda Edmonds, Mayor

Frances McMullan, City Clerk



Ordinance No. 1250

2015-2016 TAX LEVY ORDINANCE

ATTEST

I do hereby confirm that the above Ordinance No.1250 was published in the Washtenaw Now on the 21st day of May, 2015.

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 16th day of June, 2015.

Frances McMullan, City Clerk

GENERAL FUND (101)									
COUNCIL BUDGET AMENDMENTS ON 6/9/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15						(278,664)	(1,211,437)	
	Remove Non-Union's 2% Wage Increase of promoted and newly hired employees with less than one year seniority EMP # 1501	2015-16	101-7-1910-714-25	\$ 6,845	\$ 5,685	\$ 1,160			1,160
2	AFSCME \$1,000 Bonus- A/P GENERALIST	2015-16	101-7-1910-714-25	\$ 5,685	\$ 4,685	\$ 1,000			1,000
	Remove Non-Union's 2% Wage Increase of promoted and newly hired employees with less than one year seniority EMP # 1571 & 0936	2015-16	101-7-7210-714-25	\$ 7,328	\$ 3,808	\$ 3,520			3,520
4	Remove Digitized Records	2015-16	101-7-9670-999-13	\$ 401,200	\$ 391,200	\$ 10,000			10,000
	Increase transfer & Contribution to Capital Improvement fund (414) for Ordinance Enforcement software	2015-16	101-7-9670-999-13	391,200	400,200	(9,000)			(9,000)
	ADD CONTRIBUTION TO CAPITAL IMPROVEMENT								
6	FUND FOR WATER ST INSTRUCTURE	2015-16	101-7-9670-999-13	\$ 400,200	\$ 514,650	\$ (114,450)		\$	(114,450)
7	Increase due from Election	2015-16	101-4-2621-674-07	\$ -	\$ 15,000	\$ 15,000			15,000
8	Add Contribution to Rutherford Pool	2015-16	101-7-9670-999-01	\$ -	\$ 10,000	\$ (10,000)			(10,000)
9	Add Freighthouse H & C Upgrade Budgeted Twice	2015-16	101-7-2651-818-00	\$ 43,000	\$ 3,000	\$ 40,000			40,000
	Adjusted Fund Balance Appropriation 6/16/2015						(278,664)	(1,274,207)	
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MAJOR STREETS (202)									
COUNCIL BUDGET AMENDMENTS ON 6/19/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15		202-4-0000-699-91				(22,689)	(722,210)	
1	INCREASE NON-MOTORIZED IMPROVEMENT	2015-16	202-7-9055-818-00	\$ 50,000	\$ 100,000	\$ (50,000)		(50,000)	
2	ADJUST PROSPECT PRIT PROJECT REVENUES	2015-16	202-4-9041-546-00	\$ 719,926	\$ 772,826	\$ 52,900		52,900	
3	ADJUST PROSPECT PRIT PROJECT EXPENSE	2015-16	202-7-9041-975-01	\$ 688,000	\$ 686,500	\$ 1,500		1,500	
4	INCREASE ADAMS CONSTRUCTION COST TO \$501,000	2015-16	202-7-9057-975-03	\$ 146,000	\$ 170,000	\$ (24,000)		(24,000)	
5	DECREASE MAJOR ST CONTRIBUTION TO CAPITAL IMP	2015-16	202-7-4491-999-13	\$ 300,000	\$ 24,600	\$ 275,400			
6	REMOVE MAJOR ST CONTRIBUTION TO CAPITAL IMP	2015-16	202-7-4491-999-13	\$ 275,400	\$ -	\$ 275,400		275,400	
7	FUND FOR THE MID BLOCK CROSSING	2014-15	202-7-4491-999-13	\$ 24,000	\$ -	\$ 24,000	\$ 24,000		
	Adjusted Fund Balance Appropriation 6/16/2015						1,311	(466,410)	
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LOCAL STREETS (203)									
COUNCIL BUDGET AMENDMENTS ON 6/9/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15						(3,506)	1,894	
1	INCREASE NON-MOTORIZED IMPROVEMENT	2015-16	2032-7-9053-818-00	\$ -	\$ 50,000	\$ (50,000)		(50,000)	
	Adjusted Fund Balance Appropriation 6/16/2015						(3,506)	(48,106)	
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LAND REVOLVING FUND (412)									
COUNCIL BUDGET AMENDMENTS ON 6/9/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15						0	(220,000)	
1	REMOVE CONTRIB TO CAPITAL IMP. (414)	2015-16	412-7-9670-999-12	\$ 220,000	\$ -	\$ 220,000		220,000	
	Adjusted Fund Balance Appropriation 6/16/2015						0	0	
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CAPITAL IMPROVEMENT FUND (414)									
COUNCIL BUDGET AMENDMENTS ON 6/9/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15		414-4-0000-699-91				(334,307)	(212,000)	
1	ADD BACK CONTRIB FROM GF-H & C UPGRADE OF FREIGHT HOUSE	2015-16	414-4-2651-699-01	\$ -	\$ 40,000	\$ 40,000		40,000	
2	MOVE MNRTF BRIDGE REV TO FY 15-16	2014-15	414-4-4493-539-00	\$ 183,250	\$ -	\$ (183,250)	\$ (183,250)		
3	MOVE MNRTF BRIDGE REV TO FY 15-16	2015-16	414-4-4493-539-00	\$ 106,250	\$ 289,400	\$ 183,150		183,150	
4	INCREASE CONTRIBUTION FROM WCPRC FOR THE BRIDGE	2015-16	414-4-4493-587-01	\$ 215,000	\$ 575,000	\$ 360,000		360,000	
5	MOVE CONTRIB FOM DDA FOR BRIDGE	2014-15	414-4-4493-589-00	\$ 25,000	\$ -	\$ (25,000)	\$ (25,000)		
6	MOVE CONTRIB FOM DDA FOR BRIDGE	2015-16	414-4-4493-589-00	\$ -	\$ 25,000	\$ 25,000		25,000	
7	MAJOR ST CONTRIB FOR THE BRIDGE	2014-15	414-4-4493-589-03	\$ -	\$ 24,600	\$ 24,600	\$ 24,600		
8	DECREASE MAJOR ST CONTRIB FOR THE BRIDGE	2015-16	414-4-4493-589-03	\$ 160,000	\$ -	\$ (160,000)		(160,000)	
9	CONTRIBUTION FROM OTHER-ST JOE, EMU, ELG	2015-16	414-4-4493-589-02	\$ -	\$ 75,000	\$ 75,000		75,000	
10	DECREASE CONTRACTUAL SERVICES FOR BRIDGE	2014-15	414-7-4493-818-00	\$ 208,250	\$ 24,600	\$ 183,650	\$ 183,650		
11	INCREASE CONTRACTUAL SERVICES FOR BRIDGE	2015-16	414-7-4493-818-00	\$ 581,250	\$ 1,022,656	\$ (441,406)		(441,406)	
12	MOVE MNRTF RIVER EDGE TO FY 15-16	2014-15	414-4-4494-539-01	\$ 83,500	\$ 50,000	\$ (33,500)	\$ (33,500)		
13	MOVE MNRTF RIVER EDGE TO FY 15-16	2015-16	414-4-4494-539-01	\$ 216,500	\$ 250,000	\$ 33,500		33,500	
14	REMOVE CONTRIBUTION FROM WCPRC FY 2014-15	2014-15	414-4-4494-587-02	\$ 120,000	\$ -	\$ (120,000)	\$ (120,000)		
15	REMOVE CONTRIBUTION FROM WCPRC FY 2015-16	2015-16	414-4-4494-587-02	\$ 180,000	\$ -	\$ (180,000)		(180,000)	
16	REMOVE CONTRIBUTION FROM SIDEWALK FY 2015-16	2015-16	414-4-4494-589-02	\$ 34,000	\$ -	\$ (34,000)		(34,000)	
17	TAP GRANT-RIVERS EDGE LINEAR PK	2015-16	414-4-4494-539-02	\$ -	\$ 173,000	\$ 173,000		173,000	
18	RIVERS EDGE CONTRACTUAL SERVICES	2014-15	414-7-4494-818-00	\$ 203,500	\$ 50,000	\$ 153,500	\$ 153,500		
19	RIVERS EDGE CONTRACTUAL SERVICES	2015-16	414-7-4494-818-00	\$ 430,500	\$ 423,000	\$ 7,500		7,500	
20	REMOVE CONTRIBUTION FROM MAJOR FOR MID BLOCK CROSSING	2014-15	414-4-4495-501-06	\$ 24,000	\$ -	\$ (24,000)	\$ (24,000)		
21	ADD TAP GRANT-MIDBLOCK CROSSING	2014-15	414-4-4495-539-01	\$ -	\$ 24,000	\$ 24,000	\$ 24,000		
22	REMOVE CONTRIBUTION FROM MAJOR FOR MID BLOCK CROSSING	2015-16	414-4-4495-501-06	\$ 140,000	\$ -	\$ (140,000)		(140,000)	
23	ADD TAP GRANT-MIDBLOCK CROSSING	2015-16	414-4-4495-539-01	\$ -	\$ 266,000			266,000	
24	INCREASE MID BLOCK CROSSING CONTRACTUAL SERVICES	2015-16	414-7-4495-818-00	\$ 140,000	\$ 266,000	\$ (126,000)		(126,000)	
25	ADD CONTRIBUTION FROM GENERAL FUND FOR THE WATER ST INFRASTRUCTURE	2014-15	414-4-4498-699-01	\$ -	\$ 40,000	\$ 40,000	\$ 40,000		
26	ADD CONTRIBUTION FROM GENERAL FUND FOR THE WATER ST INFRASTRUCTURE	2015-16	414-4-4498-699-01	\$ -	\$ 74,450	\$ 74,450		74,450	
28	ADD CONTRIBUTION FROM HERMAN KITTLE	2015-16	414-4-4498-580-01	\$ -	\$ 271,155	\$ 271,155		271,155	
29	ADD CONTRIBUTION FROM WCPRC	2015-16	414-4-4498-587-01	\$ -	\$ 174,275	\$ 174,275		174,275	
30	INCREASE WATER ST INFRASTRUCTURE	2015-16	414-7-4498-818-00	\$ 100,000	\$ 669,880	\$ (569,880)		(569,880)	
31	REMOVE TRANSFER FROM LRF (412)	2015-16	417-40000-699-06	\$ 220,000	\$ -	\$ (220,000)		(220,000)	
	Adjusted Fund Balance Appropriation 6/16/2015						(294,307)	(400,256)	
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COUNCIL BUDGET AMENDMENTS ON 6/9/2015 MEETING									
FOR SECOND READING BUDGET ADOPTION FY 2014-15 & FY 2015-16									
6/16/2015									
AMEND. #	DESCRIPTION	FY	ACCOUNT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2014-15	NET CHANGES FY 2015-16	
	FUND BALANCE APPROPRIATION 6-9-15						(811)	(49,882)	
1	REMOVE CONTRIBUTION TO MAJOR ST FOR THE RIVERS EDGE LINEAR PARK IN FY 2015-16	2015-16	495-7-9670-999-13	\$ 34,000	\$ -	\$ 34,000			34,000
	Adjusted Fund Balance Appropriation 6/16/2015						(811)	(15,882)	
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**City of Ypsilanti
Summary of Fund Balances**

Change in Fund Balance	Actual 2013/2014	Original Budget 2014/2015	Amended Budget 2014/2015	Original Budget 2015/2016	Amended Budget 2015/2016
101	General Fund				
Fund Balance	8,527,574	7,936,330	7,936,330	6,626,950	7,657,663
Revenue	13,877,179	13,364,753	14,013,360	13,169,211	13,113,448
Other Financing Sources	100,000	0	0	0	16,000
Expenditure/Expenses	(9,942,702)	(9,996,263)	(9,689,798)	(9,615,166)	(9,720,625)
Other Financing Uses	(4,625,737)	(4,677,870)	(4,602,229)	(4,954,042)	(4,683,027)
101 Total	7,936,330	6,626,950	7,657,663	5,226,953	6,383,459
202	Major Street				
Fund Balance	1,194,898	1,035,271	1,035,271	936,368	1,036,581
Revenue	1,084,922	1,159,685	2,335,606	1,053,651	2,152,731
Other Financing Sources	0	0	0	0	0
Expenditure/Expenses	(1,051,263)	(1,077,601)	(2,152,303)	(1,097,160)	(2,410,360)
Other Financing Uses	(193,289)	(180,987)	(181,993)	(182,780)	(208,781)
202 Total	1,035,271	936,368	1,036,581	710,079	570,171
203	Local Street				
Fund Balance	707,936	808,094	808,094	718,048	804,588
Revenue	345,999	298,146	392,907	300,870	352,660
Other Financing Sources	179,808	180,987	181,993	182,780	184,181
Expenditure/Expenses	(425,649)	(569,179)	(578,406)	(563,315)	(584,947)
203 Total	808,094	718,048	804,588	638,383	756,482
226	Garbage & Rubbish Collection				
Fund Balance	0				
Revenue	808,237	817,399	822,609	825,524	832,404
Other Financing Sources	211,367	26,234	62,080	0	0
Expenditure/Expenses	(1,019,607)	(843,633)	(884,689)	(825,524)	(832,404)
226 Total	0	0	0	0	0
252	CDBG/Water Street Activities				
Fund Balance	11,992	12,035	12,035	12,035	12,035
Revenue	1,595	1,545	1,515	1,545	1,515
Other Financing Sources	21,822	15,638	34,658	15,638	30,668
Expenditure/Expenses	(23,374)	(17,183)	(36,173)	(17,183)	(32,183)
252 Total	12,035	12,035	12,035	12,035	12,035
265	Police Special Revenue				
Fund Balance	237,819	38,882	38,882	48,032	79,514
Revenue	16,225	10,650	51,481	10,650	20,260
Expenditure/Expenses	(115,162)	(1,500)	(10,849)	(1,500)	(4,000)
Other Financing Uses	(100,000)	0	0	0	(16,000)
265 Total	38,882	48,032	79,514	57,182	79,774
275	Depot Town Deelopment Authority				
Fund Balance	307,727	277,118	277,118	241,247	152,247
Revenue	107,833	105,968	114,743	107,385	117,842
Expenditure/Expenses	(113,911)	(141,839)	(239,614)	(117,038)	(138,423)
Other Financing Uses	(24,531)	0	0	0	0
275 Total	277,118	241,247	152,247	231,594	131,666

Change in Fund Balance	Actual 2013/2014	Original Budget 2014/2015	Amended Budget 2014/2015	Original Budget 2015/2016	Amended Budget 2015/2016
303	2010 GOUT REF Bond \$3.83M				
Fund Balance	43,741	61,580	61,580	65,326	58,326
Revenue	702,717	692,559	696,559	692,071	689,885
Other Financing Sources	0	0	0	0	0
Expenditure/Expenses	(684,878)	(688,813)	(699,813)	(688,325)	(688,325)
303 Total	61,580	65,326	58,326	69,072	59,886
316	2002 GO Capital IMP Debt \$400				
Fund Balance	0				
Other Financing Sources	37,128	36,113	36,113	39,705	39,705
Expenditure/Expenses	(37,128)	(36,113)	(36,113)	(39,705)	(39,705)
316 Total	0	0	0	0	0
342	2012 UTGO Refunding Bond				
Fund Balance	76,734	94,605	94,605	98,702	91,241
Revenue	678,856	670,429	673,968	671,702	669,745
Other Financing Sources	0	0	0	0	0
Expenditure/Expenses	(660,985)	(666,332)	(677,332)	(668,145)	(668,145)
342 Total	94,605	98,702	91,241	102,259	92,841
364	2002B W&S Debt \$485K DWRF				
Fund Balance	44,395	0	0	0	0
Revenue	31,130	30,438	30,438	29,813	29,813
Expenditure/Expenses	(31,130)	(30,438)	(30,438)	(29,813)	(29,813)
Other Financing Uses	(44,395)	0	0	0	0
364 Total	0	0	0	0	0
368	2003A WTR SUP & SEW \$4.8M				
Fund Balance	281,466	0	0	0	0
Revenue	541,552	515,578	515,578	0	0
Expenditure/Expenses	(541,552)	(515,578)	(515,578)	0	0
Other Financing Uses	(281,466)	0	0	0	0
368 Total	0	0	0	0	0
412	Land Revolving				
Fund Balance	239,965	240,874	240,874	241,564	72,473
Revenue	9,983	690	900	690	500
Other Financing Sources	0	0	0	0	0
Expenditure/Expenses	(9,074)	0	(893)	0	0
Other Financing Uses	0	0	(168,408)	0	0
412 Total	240,874	241,564	72,473	242,254	72,973
413	Downtown DEV AUTH				
Fund Balance	244,887	204,989	204,989	123,660	95,231
Revenue	316,051	232,457	251,359	235,572	249,161
Expenditure/Expenses	(275,178)	(229,088)	(276,366)	(206,223)	(244,940)
Other Financing Uses	(80,772)	(84,698)	(84,751)	(82,608)	(82,608)
413 Total	204,989	123,660	95,231	70,401	16,844
414	Capital Improvement				
Fund Balance	795,152	741,417	741,417	48,917	447,110
Revenue	3,113	1,228,000	169,792	2,000	2,121,830
Other Financing Sources	308,284	314,834	356,092	338,646	615,650
Expenditure/Expenses	(365,132)	(2,235,334)	(820,191)	(338,646)	(3,137,736)
414 Total	741,417	48,917	447,110	50,917	46,854

Change in Fund Balance	Actual 2013/2014	Original Budget 2014/2015	Amended Budget 2014/2015	Original Budget 2015/2016	Amended Budget 2015/2016
415	Economic Development Authority				
Fund Balance	136,182	135,855	135,855	135,510	135,460
Revenue	921	800	750	800	50
Expenditure/Expenses	(1,248)	(1,145)	(1,145)	(1,205)	(1,205)
Other Financing Uses	0	0	0	0	(100,000)
415 Total	135,855	135,510	135,460	135,105	34,305
469	2003 DWS&SEW \$3.5M DWRF				
Fund Balance	338,926				
Revenue	338,133	336,063	336,063	334,375	334,375
Expenditure/Expenses	(338,133)	(336,063)	(336,063)	(334,375)	(334,375)
Other Financing Uses	(338,926)	0	0	0	0
469 Total	(0)	0	0	0	0
471	2003C WS&SW \$785K DWRF				
Fund Balance	50,199				
Revenue	51,575	50,500	50,500	49,500	49,500
Expenditure/Expenses	(51,575)	(50,500)	(50,500)	(49,500)	(49,500)
Other Financing Uses	(50,199)	0	0	0	0
471 Total	0	0	0	0	0
473	2004A SER DDA CONS \$995K				
Fund Balance	0				
Revenue	0	0	0	0	0
Other Financing Sources	80,772	84,698	84,751	82,608	82,608
Expenditure/Expenses	(80,773)	(84,698)	(84,751)	(82,608)	(82,608)
473 Total	0	0	0	0	0
474	2004B WS & SW \$6.3M				
Fund Balance	431,590				
Revenue	389,850	387,669	387,669	386,028	386,028
Expenditure/Expenses	(389,850)	(387,669)	(387,669)	(386,028)	(386,028)
Other Financing Uses	(431,590)	0	0	0	0
474 Total	(0)	0	0	0	0
477	2006 GO LTD TAX CAP REF				
Fund Balance	2,592,234	1,910,021	1,910,021	1,910,021	2,078,429
Revenue	(37,438)	0	0	0	0
Other Financing Sources	1,341,986	1,376,640	1,545,048	1,377,603	1,377,603
Expenditure/Expenses	(1,374,099)	(1,376,640)	(1,376,640)	(1,377,603)	(1,377,603)
Other Financing Uses	(612,662)	0	0	0	0
477 Total	1,910,021	1,910,021	2,078,429	1,910,021	2,078,429
478	2006 WS & SW REF \$9.85				
Fund Balance	0				
Revenue	420,056	419,506	419,506	443,006	443,006
Expenditure/Expenses	(420,056)	(419,506)	(419,506)	(443,006)	(443,006)
478 Total	0	0	0	0	0
479	2007 W&W REV DWRF \$375K				
Fund Balance	0				
Revenue	19,913	19,594	19,594	19,276	19,276
Expenditure/Expenses	(19,913)	(19,594)	(19,594)	(19,276)	(19,276)
479 Total	0	0	0	0	0

Change in Fund Balance	Actual 2013/2014	Original Budget 2014/2015	Amended Budget 2014/2015	Original Budget 2015/2016	Amended Budget 2015/2016
480	2008 W&S DISP REV \$435K				
Fund Balance	0				
Revenue	28,731	28,231	28,231	27,731	27,731
Expenditure/Expenses	(28,731)	(28,231)	(28,231)	(27,731)	(27,731)
480 Total	0	0	0	0	0
481	2009 W&S BNDS 7249-01				
Fund Balance	0				
Revenue	8,038	7,913	7,913	7,788	7,788
Expenditure/Expenses	(8,038)	(7,913)	(7,913)	(7,788)	(7,788)
481 Total	0	0	0	0	0
482	2012 W&S FACTORY PUMP STA				
Fund Balance	(3,991)	825,898	825,898	825,898	825,898
Revenue	1,544,021	175,197	355,227	171,148	184,981
Other Financing Sources	820,715	0	0	0	0
Expenditure/Expenses	(1,534,847)	(175,197)	(355,227)	(171,148)	(184,981)
482 Total	825,898	825,898	825,898	825,898	825,898
483	2013 Revenue Refund				
Fund Balance	0	1,832,260	1,832,260	1,832,260	1,832,260
Revenue	168,390	818,700	818,279	1,258,350	1,257,900
Other Financing Sources	9,917,762	0	0	0	0
Expenditure/Expenses	(303,892)	(818,700)	(818,279)	(1,258,350)	(1,257,900)
Other Financing Uses	(7,950,000)	0	0	0	0
483 Total	1,832,260	1,832,260	1,832,260	1,832,260	1,832,260
485	Water Main DWRF 7320-01				
Fund Balance	0				
Revenue	0	0	0	0	0
Other Financing Sources	0	0	20,000	0	430,000
Expenditure/Expenses	0	0	(20,000)	0	(430,000)
485 Total	0	0	0	0	0
495	Sidewalk Improvement				
Fund Balance	274,130	268,236	268,236	162,172	267,426
Revenue	139,576	51,000	99,441	101,000	102,800
Expenditure/Expenses	(145,470)	(17,064)	(100,251)	(92,096)	(118,681)
Other Financing Uses	0	(140,000)	0	(25,000)	(34,000)
495 Total	268,236	162,172	267,426	146,076	217,545
588	Public Transit				
Fund Balance	11,550	11,356	11,356	11,356	11,356
Revenue	275,446	279,566	280,640	282,426	284,193
Other Financing Sources	0	0	0	0	0
Expenditure/Expenses	(275,640)	(279,566)	(280,640)	(282,426)	(284,193)
588 Total	11,356	11,356	11,356	11,356	11,356

Change in Fund Balance	Actual 2013/2014	Original Budget 2014/2015	Amended Budget 2014/2015	Original Budget 2015/2016	Amended Budget 2015/2016
641-Modified Accrual	Motorpool				
Fund Balance, Beg(Accrual)	4,986,770	4,294,949	4,294,949	3,185,166	3,155,563
Revenue	593,866	754,100	781,300	756,565	730,571
Expenditure/Expenses**	(1,074,320)	(1,835,307)	(1,858,456)	(1,548,423)	(1,825,872)
Other Financing Uses	(211,367)	(28,576)	(62,230)	0	0
Fund Balance, End	4,294,949	3,185,166	3,155,563	2,393,308	2,060,262
Less: Invested in Capital Assets	(1,366,818)	(2,099,468)	(2,146,067)	(1,253,818)	(1,717,926)
Add: Capital Purchases(Included in **)		732,650	779,249	300,000	760,583
Depreciation Expense		413,000	409,475	549,500	470,450
641 Total	2,928,131	2,231,348	2,198,220	1,988,990	1,573,369
677	Worker's Compensation Fund				
Fund Balance	754,839	312,430	312,430	274,901	160,687
Revenue	142,074	145,531	144,017	151,009	176,148
Expenditure/Expenses	(584,483)	(183,060)	(295,760)	(171,120)	(244,320)
677 Total	312,430	274,901	160,687	254,790	92,515
732	Fire And Police Pension				
Fund Balance	28,119,714	31,597,239	31,597,239	31,624,647	31,646,773
Revenue	5,366,268	2,435,740	2,690,100	2,410,404	3,290,100
Other Financing Sources	1,358,167	1,395,423	1,395,423	1,445,018	1,301,591
Expenditure/Expenses	(3,246,910)	(3,803,755)	(4,035,989)	(3,853,554)	(4,489,332)
732 Total	31,597,239	31,624,647	31,646,773	31,626,515	31,749,132
701	Trust & Agency Tax				
Fund Balance	0				
701 Total	0				
736	Retiree Benefits Fund				
Fund Balance	636,563	1,028,378	1,028,378	1,057,878	1,283,453
Revenue	29,470	29,500	24,733	29,500	24,000
Other Financing Sources	1,558,379	1,539,222	1,467,902	1,737,432	1,378,178
Expenditure/Expenses	(1,196,034)	(1,539,222)	(1,237,560)	(1,737,433)	(1,378,178)
736 Total	1,028,378	1,057,878	1,283,453	1,087,377	1,307,453
Total Fund Balance	52,301,000	49,056,965	50,623,955	47,059,642	46,937,700

Note:

Motorpool Fund Uses Full Accrual Accounting. For budgeting purposes, it is converted to modified accrual basis.

**Expenditure/Expenses includes Depreciation Expense and Capital Asset Expenditures.

**City of Ypsilanti
Budget Appropriation**

Fund #	Fund Name	Amended Budget 2014/2015	Amended Budget 2015/2016
FB-Appropriation			
101	General Fund	278,664	1,274,207
202	Major Street		466,410
203	Local Street	3,506	48,106
275	Depot Town Development Authority	59,399	30,182
303	2010 Gout Ref Bond \$3.83M	3,254	0
342	2012 UTGO Refunding Bond	3,364	0
412	Land Revolving	0	
413	Down Town Development Authority	128,713	93,647
414	Capital Improvement	294,307	400,256
415	Economic Development Authority	395	101,155
495	Sidewalk Improvement	811	15,882
641	Motorpool	1,139,386	1,095,300
677	Worker's Compensation Fund	151,743	68,172
FB-Appropriation Total		2,063,542	3,593,317

The Following Funds will be subject to Budget Appropriations. These Funds are expected to have more Expenditures and Other Financing Uses than their Revenues and Other Financing Sources.



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

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

**REQUEST FOR LEGISLATION**

DATE: June 10, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Depot Town DDA TIF

**SUMMARY/BACKGROUND**

The Depot Town DDA has requested that City Council approve an extension of the Depot Town DDA Tax Increment Finance Plan and Development Plan for 25 years. Council, at the urging of Councilmember Murdock, has requested that the plan be modified to provide that, because of some large increases in value and other reasons, that the captured tax monies be split, for the City portion, 50-50 with the City and DDA, and for the other taxing authorities, 100% to the Depot Town DDA, and that the City pay the last installment of the debt, in approximate amount of \$10,000.

The attached Resolution is to adopt Ordinance 1244 to Approve the amended and restated plan, with the revisions of City Council for revenue split. A resolution to provide that the City would pay the last installment of the debt is also attached.

ATTACHMENTS: Proposed Resolution and Plan

RECOMMENDED ACTION: Adoption of the Resolution

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

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

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

COUNCIL ACTION TAKEN: \_\_\_\_\_





Resolution No. 2015-135  
June 16, 2015

RESOLUTION TO APPROVE ORDINANCE NO. 1244 APPROVING THE AMENDED AND  
RESTATED TAX INCREMENT FINANCING AND DEVELOPMENT PLAN FOR THE DEPOT  
TOWN DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the current Depot Town TIF and Development Plan was implemented in 2000 and has an expiration date of December 2015; and

WHEREAS, the Ypsilanti DDA Board has approved an Amended and Restated Depot Town Tax Increment Finance (TIF) & Development Plan as prepared and submitted by Beckett & Raeder that will extend the plan through December 2040; and

WHEREAS, Ypsilanti City Council has amended the plan, Now therefore,

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that Ordinance No. 1244 for the Amending and Restatement of the Tax Increment Financing and Development Plan for the Depot Town Downtown Development Authority Originally Adopted in 1992 and Restated in 2000, and now amended and restated to provide for 50/50 sharing of TIF revenue from City tax assessments between the City and the Depot Town Downtown Development Authority, the revenue from assessments of other taxing jurisdictions to inure to the Authority, and to extend the Plan until December, 2040, is approved by City Council on Second and Final Reading.

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

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

YES:            NO:            ABSENT:            VOTE:



**CITY OF YPSILANTI  
NOTICE OF ADOPTED ORDINANCE  
Ordinance No. 1244**

An ordinance to provide for the amending and restatement of the Tax Increment Financing and Development Plan for the Depot Town Downtown Development Authority originally adopted in 1992 and restated in 2000, pursuant to Act 197 of the Public Acts of the State of Michigan of 1975 as amended; to establish the legal basis and procedure for the capture and expenditure of tax increment revenues; to implement a variety of capital improvement and other projects and/or programs dedicate to the economic development of the Depot Town Downtown Development area.

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** that the 2000 Tax Increment Financing and Development Plan for the Depot Town Downtown Development Area be amended as outlined in the Amended and Restated plan.

2. **THE CITY OF YPSILANTI FURTHER ORDAINS** that the boundaries of the District within which the Tax Increment Financing and Development Plan will be in effect for are designated as follows:

Beginning at a point on the East line of River Street and the South line of Ferrier Street, said point also known as the Northwest corner of Lot 65, Hunter's Addition, thence East 280' to the Center line of Lincoln Street thence North along the Center line of Lincoln Street to the North line of East Cross Street thence West 166' along the North line of East Cross Street thence South 141' to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the center line of River Street thence North along the Center line of River Street to the North line of Maple Street thence West along the North line of Maple Street to the West line of vacated alley thence North on the West line of vacated alley, extended North, to the Center line of Oak Street to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the Center line of East Forest Street thence Westerly along the Center line of East Forest Street to the Center line of the Huron River to a point where the North line of Lot 1, Assessor's Plat #3, extended Easterly Intersects the Center line the Huron River thence West along said extended North line of Lot 1 to the Northwest corner of said Lot 1 thence South along the West line of said Lot 1 to the Southwest corner of said Lot 1 thence West along the North line of East Cross Street to the Eastern line of North Huron Street, thence South 18-44 East Approximately 204 fee to the Southwest corner of parcel 11-11-40-401-029 thence North 86-26-30 Est 23.95' thence South 3-49 East 80-9' thence East 190.56' thence Southerly along the western boundaries of properties located at 220,214,206,and 130 North Huron Street, (described as of 12/31/83), to a point 49.5' South of the Northeast corner of Lot 185,



Original Plat, thence East 60' thence South 16.5' thence West 60' to the Northeast corner of Lot 184, Original Plat, thence Easterly to a point where the Center line of North Street, extended Westerly, intersects with the Center line of the Huron River thence Northwesterly in the Huron River to the Northwest corner of the property described as 11-11-020-046-00 thence East 269' along the North line of said property thence North to the Northwest corner of Lot 322, Showerman and Compton's Allotment thence East to the West line of Ninde Street thence along the West line of Ninde Street to the South line of Photo Street thence East along the South line of Photo Street to the West line of River Street thence South along the West line of River Street, thence East to the Point of Beginning. Included in this area are the properties and adjacent right-of-ways with the following addresses and parcel identification numbers: 100 East Cross Street, described in tax code parcel numbers 11-09-107-008 and 11-09-107-009, 315 Ninde Street, described in tax code parcel number 11-09-131-009, 24 East Cross Street, described in tax code parcel number 11-09-131-017, 12-20 East Cross Street, described in tax code parcel number 11-09-131-109, 400-412 North River Street, described in tax code parcel numbers 11-04-495-013 and 11-04-495-014.

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

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

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

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

**7. Publication and Effective Date.** The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1244 was published according to Section 11.13 of the City Charter on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk

Notice Published: February 12, and March 12, 2015

First Reading: April 7, 2015

Second Reading: June 16, 2015

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_



## BACKGROUND AND PURPOSE

### Purpose of the Downtown Development Authority Act

Act 197 of Public Acts of 1975 of the State of Michigan, commonly referred to as the Downtown Development Authority Act, was created in part to correct and prevent deterioration of business districts; to promote economic growth and revitalization; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation of the authority; to authorize the levy and collection of taxes, the issuance of bonds and the use of tax increment financing in the accomplishment of specific downtown development activities contained in locally-adopted development plans.

The Act seeks to attack problems of urban decline, strengthen existing areas and encourage new private developments in the downtown districts of Michigan communities. It seeks to accomplish this goal by providing communities with the necessary legal, monetary and organizational tools to revitalize downtown districts either through public-initiated projects or in concert with privately motivated development projects. The manner in which downtown development authorities chose to make use of these tools does, of course, depend on the problems and opportunities facing each particular downtown district and the development priorities sought by the community in the revitalization of its business area.

### History of the Depot Town Downtown Development Authority

The Depot Town Downtown Development Authority (DTDDA) was established by Ordinance 613 adopted by the Ypsilanti City Council on June 18, 1984. As authorized by P.A. 197 of 1975, a DTDDA District was defined and a Board appointed to carry out the purposes of the enabling legislation. The DTDDA Board began the process of establishing goals, updating the 1976 Master Plan, and developing a program to meet identified needs and goals. The Ypsilanti City Council adopted revisions to the Plan with the updated goals and objectives on October 17, 1988 by Resolution 88-191. Then City Council authorized the DTDDA to levy two mills on real and personal property in the District as authorized by P.A. 197 of 1975, on January 22, 1990 by Resolution 90-10. City Council approved an expanded district on November 16, 1992 pursuant to Ordinance No. 784. The expansion added seven new parcels to the Development District and Area. The parcels added at that time are located on Ninde, N. River, and E. Cross Streets. The DTDDA Board then proceeded with the preparation of a Tax Increment Financing (TIF) and Development Plan to achieve the goals in the amended Master Plan and to undertake other public improvements within the area. City Council approved the original Tax Increment Financing and Development Plan of the DTDDA by Resolution 92-232 and Ordinance No. 787 in December 1992. Then on January 25, 2000, the Ypsilanti City Council approved Ordinance No. 904 and adopted amendments as part of the 2000 TIF and Development Plan of the DTDDA. This plan included an expansion of the District and Development Area to include certain properties and public right-of-ways on S. River, E. Cross, and W. Cross Streets. This plan amendment also included an update of development project priorities and costs, and an allocation of updated TIF revenue projections.

The City and DTDDA then evaluated the opportunity to expand the DTDDA District to include the West Cross Street business district adjacent to Eastern Michigan University's (EMU) main campus to facilitate revitalization initiatives and coordinated planning in this area. With substantial support from EMU, businesses, property owners, and the community, City Council approved Ordinance No. 939 on May 14, 2000 to expand the DTDDA District to include the West Cross Street business district. The expansion offers the opportunity for coordinated planning and improvements along

the Cross Street corridor and enhanced linkages between Depot Town, Downtown, and the West Cross Street areas. The district expansion also positioned the DTDDA to capture the future growth in taxes to support streetscape and other public facility improvements in the West Cross Street business district.<sup>1</sup>

In June 2009, the Depot Town Downtown Development Authority Board and Ypsilanti Downtown Development Authority were merged establishing one board of directors.. As a result, the Ypsilanti Downtown Development Authority manages four (4) development areas and tax increment financing plans including the downtown Ypsilanti, Depot Town, West Cross Street, and Water Street.

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<sup>1</sup> Page 1; West Cross Development Plan and Tax Increment Financing Plan; 2000.



## Basis for the Tax Increment Finance Plan and Development Plan

Act 197 of Public Acts of 1975, the Downtown Development Authority Act, provides the legal mechanism for local officials to address the need for economic development in the central business district. In Depot Town, the Downtown Development Authority district incorporates 45 parcels of private and public property along Cross Street from Huron Street to North Lincoln Street and along Rice Street from East Cross Street to West Forest Avenue, including public rights-of-way and alleys. The DDA District is approximately 44 acres in size. The initial Development Plan and Tax Increment Financing Plan was adopted on December 21, 1992, focused on the implementation of its strategic plan which included establishing a distinctive image for the downtown and providing an attractive retail and service mix for the community.

For purposes of designating a development plan district and for establishing a tax increment financing plan, the Act refers to a "downtown district" as being in a business district which is specifically designated by ordinance of the governing body of the municipality and a "business district" as being an area in the downtown of a municipality zoned and used principally for business. Tax increment financing can be used to provide the necessary funds for project implementation. By definition, a tax increment financing plan seeks to capitalize on and make use of the increased tax base created by economic development within the boundaries of a downtown district. The legal basis or support for the Tax Increment Plan and Development Plan are identified in Act 197 of the Public Acts of 1975, as amended. Since 1992, the Depot Town Downtown Development Authority has utilized tax increment financing and other funds to implement a variety of capital improvement and other projects. The map on the following page illustrates the location of projects completed or pending by the DDA in conjunction with other partners and funding sources.

## GENERAL DEVELOPMENT PLAN FOR THE DEPOT TOWN DEVELOPMENT AREA DISTRICT

Downtown is a key indicator of a community's economic vitality. Prior to the establishment of the Downtown Development Act (Public Act 179 of 1975) municipalities had very few financial tools to assist with downtown revitalization. As a result, capital projects were deferred or municipalities used general fund monies and special assessment districts to defray the cost of these expenditures. The broader approach to downtown revitalization involving both the public and private sectors was absent and elected officials and administrators could not afford the time to focus personnel or the fiscal resources needed to address the real estate, market, and capital projects required to create a viable business district.

The need for establishing the Depot Town Development District (referred to as "Development Area") is founded on the basis that the future success of Depot Town's current effort to revitalize its commercial area will depend, in large measure, on the readiness and ability of its public corporate entity to initiate public improvements that strengthen the commercial area, and encourage and participate where feasible in the development of new private uses that clearly demonstrate the creation of new jobs, the attraction of new business, and the generation of additional tax revenues. Projects and programs outlined in this Development Plan are consistent with the Community Master Plan: Shape Ypsilanti and the 10-year Vision Statement of the Ypsilanti Downtown Development Authority.

### 1. Relationship to the City of Ypsilanti Community Master Plan: "Shape Ypsilanti"

The City of Ypsilanti Community Master Plan, known as, Shape Ypsilanti includes several recommendations for the Depot Town area. These include:

A. Maintain Depot Town as a place for the pedestrian first

Depot Town is a safe, walkable place in Ypsilanti. A curbless street is proposed on River Street to ease access for pedestrians, including those in wheelchairs or with baby strollers. Parking lots should be away from the street front, as shown in the concept plan.

B. Build curbless “festival” street on River and Cross

A curbless street on River and Cross Streets adjacent to the train platform would increase pedestrian accessibility and facilitate events.



C. Create a public space at new train station

Improvements and an expansion of the existing Market Plaza is shown in the concept plan as part of the new train station. Public spaces allow a diversity of temporary uses to happen (festivals to farmers' markets) and gives opportunity for people of all types to come together.

D. Locate permanent year-round home for Depot Town Farmer's Market

The market is currently located in Market Plaza of the Freight House in Depot Town. As plans are developed for the train depot, a permanent year-round location for the farmer's market should be included in the design. The concept plan shows preservation of the Freight House and the creation of a plaza where the market could be held during the summer months.<sup>2</sup>

2. Relationship to the Ypsilanti Downtown Development Authority Vision Statement

The Ypsilanti Downtown Development Authority (YDDA) in 2013 updated its Vision and Values Statement (attached in the Appendix). The Vision Statement includes six (6) position statements on what the YDDA will accomplish by 2023. These vision statements include:

A. A Safe and Well-Kept District

Properties are kept up—both individual businesses, and the space between, behind, and in front of them—and that leads to a perception of being cared for, which greatly influences a perception of safety.

B. Diverse Business, Visitors, Institutions, and Partnerships

There is a mix of businesses and operations in the four districts that both attract visitors and provide for core daily needs of residents. There are both retail and service-oriented businesses. This mix attracts those accustomed to urban living where all of one's needs can be met within a few blocks. The YDDA recognizes the value of partnering with core institutions in and adjacent to our DDA, including (and especially) EMU, the library, health care centers, nonprofits, and museums

C. A Supportive Environment to Start and Grow a Business

Business and property owners recognize the value of working together for shared business and district success. The vibrancy of our DDA districts also attracts development—residential, industrial, commercial—elsewhere in the City; healthy commercial districts are an indicator of a healthy economy in Ypsilanti and place you want to live, work, play, or invest.

D. Model Green Infrastructure.....A River...And a Train!

Major parks sit in the middle of our DDA districts and are the jewels of the community and are highly connected to our nearby residents and businesses. Community and economic activity in and around the parks are fed through an active festival scene and outdoor recreation for visitors and residents. This connectivity extends through bike and walking trails through surrounding

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<sup>2</sup> Page 47; Shape Ypsilanti, City of Ypsilanti Community Master Plan 2013

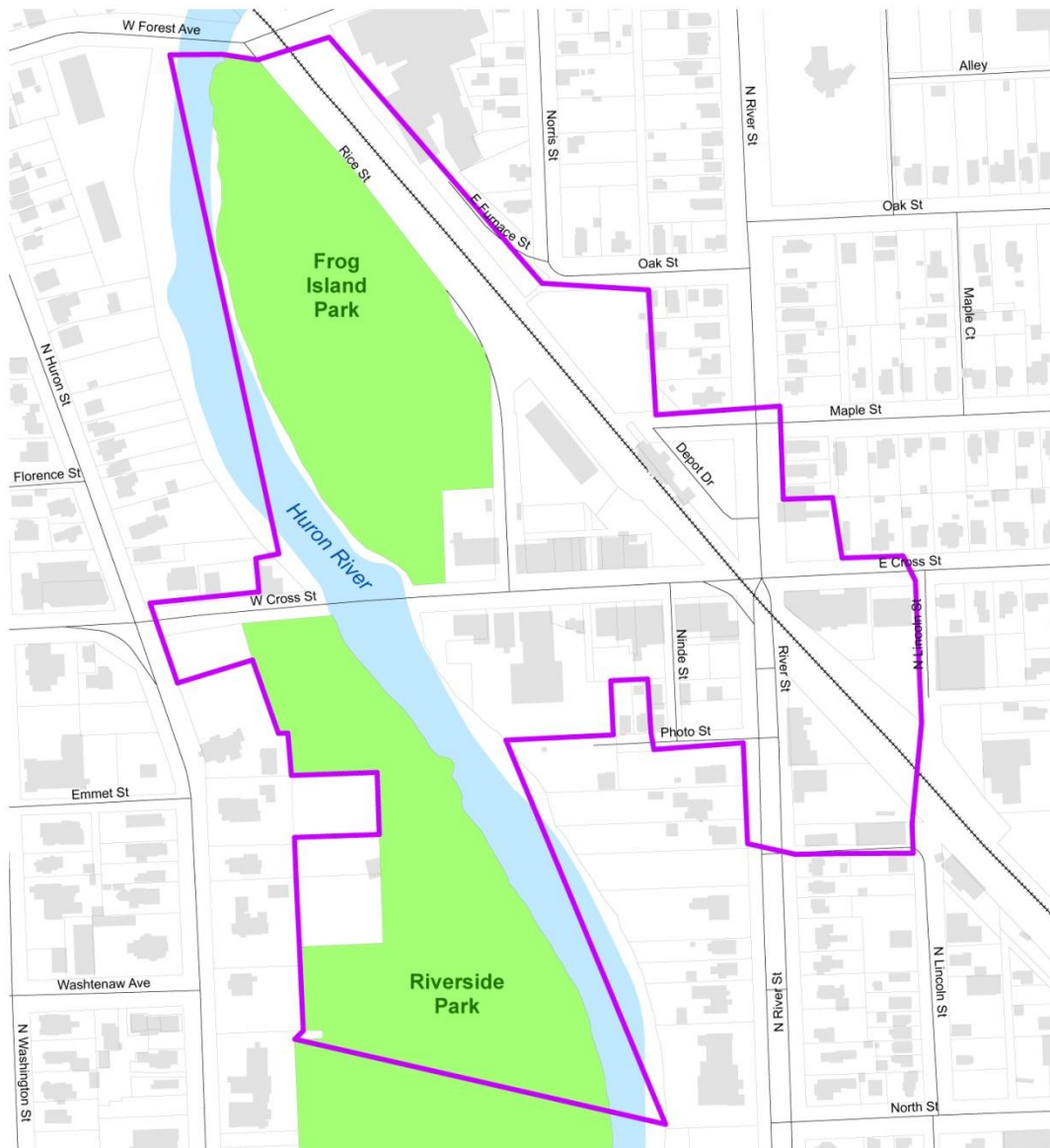
neighborhoods. In addition, Green infrastructure also means multi-modal transportation. The train stops in Ypsi.

E. A Vibrant and Creative Destination

The YDDA's four districts are the core of our community and of it as a cultural and activity destination.

F. Integrated with the Region

The YDDA as a partner in conversations, initiatives, and organizations within and outside of the district contributes to making Ypsilanti overall a vibrant place to invest, live, work, play, visit, or go to school.



CITY OF YPSILANTI DEPOT TOWN

## DDA Boundary

Data Sources: State of Michigan Geographic Data Library, Washtenaw County, City of Ypsilanti

- Depot Town DDA Boundary
- Parcel Boundary
- Building Footprint
- Parkland
- River
- Road
- Railroad



Map1

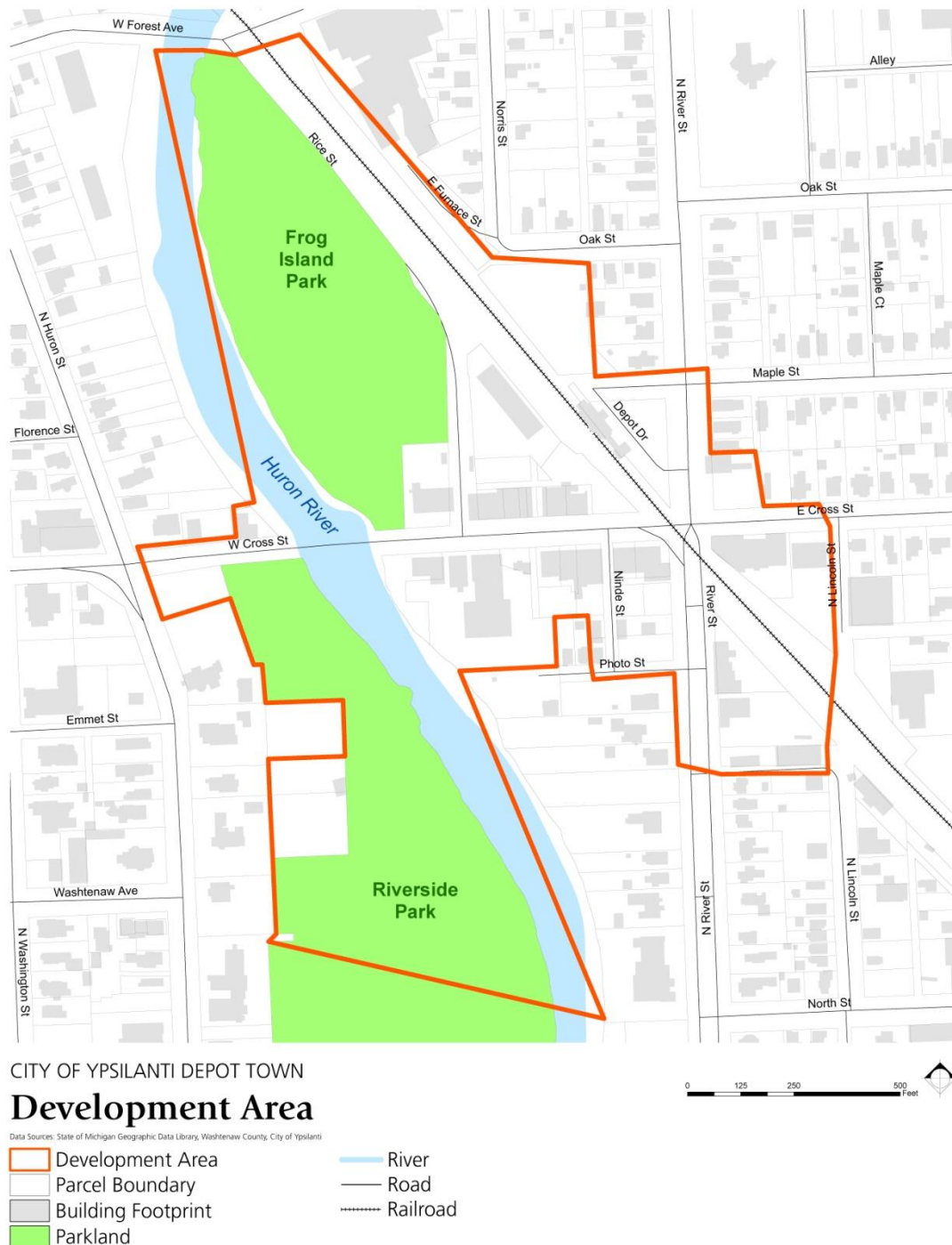
Source: Depot Town Development Authority

Map: Beckett & Raeder, Inc.

DEVELOPMENT PLAN

## 1. Designation of Boundaries of the Development Area

The Development Area boundary is located within the jurisdictional limits of the City of Ypsilanti and the Depot Town Downtown Development Authority. The Downtown Development Authority district boundary [Map 1] and the Development Area boundary [Map 2] are illustrated and can be generally described as incorporating all public and private real estate along Cross Street from Huron Street to North Lincoln Street and along Rice Street from East Cross Street to West Forest Avenue including public rights-of-way and alleys.



Map 2

Source: Depot Town Development Authority

Map: Beckett & Raeder, Inc.



2A. Location and Extent of Existing Streets and other Public Facilities within the Development Area; Location, Character and Extent of Existing Public and Private Land Uses.

Existing land uses within the Development Area are comprised of public and private land uses. These land uses include retail businesses, offices, industrial, governmental and institutional uses, parks and open spaces and residential properties. Collectively, these land uses create a mixed-use downtown and business district.

2B. Existing Public and Private Land Uses within the Development Area.

Public and Quasi-Public Land Uses

Public and quasi-public uses within the DDA District and DDA Development Boundary include Riverside Park, Frog Island Park, Freighthouse and Farmers' Market Plaza, Ypsilanti Recycling Drop-off Center, and several public parking lots. Other public uses include street and alley rights-of-way located within the Development Area. The only quasi-public use is Frog Island Community Garden within Frog Island Park.

Private Land Uses

A. Residential – There are 3 single-family homes on North River Street within the Downtown Development Authority district and the Development Area district. Additional dwellings are located on upper floors of mixed use downtown buildings on East Cross Street.

B. Commercial - The majority of property within the Downtown Development Authority district and Development Area consists of commercial property. These commercial uses include professional, retail, restaurants, and service businesses and are primarily located along East Cross Street and North River Street.

C. Warehousing and Industrial – The Ypsilanti Recycling Drop-off Center is the only warehousing and light industrial use currently within the Downtown Development Authority district or Development Area.

Recreational Uses

Recreational uses within the development area consist of Riverside Park, Frog Island Park, the Tridge over the Huron River, the Freighthouse and Farmers' Market Plaza, and Market Alley.

Semi-Public Uses

The Ypsilanti Automotive Heritage Museum is the only semi-public use currently present within the DDA District and DDA Development Boundary.

Educational Uses

There currently are not any public educational facilities within the Development Area district.

3. Location and Extent of Proposed Public and Private Land Uses.

Existing land uses within the Development Area conform to current zoning designations and development patterns outlined in the adopted Master Plan. The City of Ypsilanti Master Plan delineates several land use classifications for the Development Area district including Central Business, Neighborhood Business, Residential-Office, Commercial-Industrial, and Public Land. Proposals for the development area are consistent with existing land use classifications.

#### 4. Legal Description of the Development Area

The downtown district shall consist of the following territory in the city subject to such changes as may hereinafter be made pursuant to this article and Public Act No. 197 of 1975 (MCL 125.1651 et seq.):

Beginning at a point on the East line of River Street and the South line of Ferrier Street, said point also know as the Northwest corner of Lot 65, Hunter's Addition, thence East 280' to the Center line of Lincoln Street thence North along the Center line of Lincoln Street to the North line of East Cross Street thence West 166' along the North line of East Cross Street thence South 141' to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the center line of River Street thence North along the Center line of River Street to the North line of Maple Street thence West along the North line of Maple Street to the West line of vacated alley thence North on the West line of vacated alley, extended North, to the Center line of Oak Street to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the Center line of East Forest Street thence Westerly along the Center line of East Forest Street to the Center line of the Huron River to a point where the North line of Lot 1, Assessor's Plat #3, extended Easterly Intersects the Center line the Huron River thence West along said extended North line of Lot 1 to the Northwest corner of said Lot 1 thence South along the West line of said Lot 1 to the Southwest corner of said Lot 1 thence West along the North line of East Cross Street to the Eastern line of North Huron Street, thence South 18-44 East Approximately 204 fee to the Southwest corner of parcel 11-11-40-401-029 thence North 86-26-30 Est 23.95' thence South 3-49 East 80-9' thence East 190.56' thence Southerly along the western boundaries of properties located at 220,214,206, and 130 North Huron Street, (described as of 12/31/83), to a point 49.5' South of the Northeast corner of Lot 185, Original Plat, thence East 60' thence South 16.5' thence West 60' to the Northeast corner of Lot 184, Original Plat, thence Easterly to a point where the Center line of North Street, extended Westerly, intersects with the Center line of the Huron River thence Northwesterly in the Huron River to the Northwest corner of the property described as 11-11-020-046-00 thence East 269' along the North line of said property thence North to the Northwest corner of Lot 322, Showerman and Compton's Allotment thence East to the West line of Ninde Street thence along the West line of Ninde Street to the South line of Photo Street thence East along the South line of Photo Street to the West line of River Street thence South along the West line of River Street, thence East to the Point of Beginning. Included in this area are the properties and adjacent right-of-ways with the following addresses and parcel identification numbers:

100 East Cross Street, described in tax code parcel numbers 11-09-107-008 and 11-09-107-009,  
315 Ninde Street, described in tax code parcel number 11-09-131-009,  
24 East Cross Street, described in tax code parcel number 11-09-131-017,  
12-20 East Cross Street, described in tax code parcel number 11-09-131-109,  
400-412 North River Street, described in tax code parcel numbers 11-04-495-013 and 11-04-495-014.

#### 5. Existing Improvements in the Development Area to be Demolished, Repaired or Altered and Time Required for Completion.



Since the inception of the Depot Town DDA the Authority has prepared plans and undertaken projects within the Development Area District and the location of these previous efforts are illustrated on Map 1.

#### Community Outreach

In order to assess the expectations of the public the DDA Board sponsored a community vision session on May 7, 2014 at SPARK East attended by business / property owners, local government representatives and residents in and around the Depot Town neighborhood. As a result of this session the following collective priorities were identified by participants on where future DDA efforts should be expended. These include:

1. Pursue, attain, and develop Amtrak and Commuter train transit stops in the District.
2. Increase Huron River recreation opportunities and implement a continuous riverwalk.
3. Develop infrastructure and programming for concerts and performances in Riverside and Frog Island parks.
4. Support repurposing of the Depot property.
5. Encourage additional dining opportunities in the District.
6. Implement maintenance projects and programs to sustain a clean, fresh appearance in the District.
7. Encourage the area as an Arts District.
8. Maintain the District's historic ambiance.
9. Encourage additional office space opportunities in the District.

Stakeholder interviews were held to obtain more focused input on issues and opportunities within the Depot Town development area. The results of the stakeholder interviews were utilized to develop future project and programs for the Development Plan. Stakeholder interviews included local elected officials, property and/or business owners in the Depot Town district, local government administrators, and community volunteers.

#### DDA Board Process

The DDA Board met on several occasions to identify, discuss, and prioritize projects and program for the Development Plan. These meetings included:

- March 26, 2104: A meeting with the Executive Director to review projects and programs identified in the 2000 Development Plan to determine those completed, partially completed, or not completed at this time, as well as, those projects which should be carried forward in the 2014 Amended and restated Development Plan. The session also included a tour of the Depot Town DDA District to review locations and discuss scope of work for these projects.
- June 17, 2014: Board and Director review of revised projects and programs list.
- July 8, 2014: Board Survey sent to DDA. The Board completed and returned their individual survey for tabulation.

- July 17, 2014: Board meeting to review the results of the projects and programs survey. Outcome of the meeting was a consensus on the timeframes for project and program phasing.
- August 8-15, 2014: Board review of the draft 2014 Amended and Restated Development Plan and Tax Increment Financing Plan.

Based on project and program priorities determined through the survey, each project and program was grouped into three general timeframes: Near Term (0 to 4 Years), Mid Term (5 to 9 years) and Long-Term (10 or more years).

6. The Location, Extent, Character and Estimated Cost of Improvements including Rehabilitation for the Development Area and an Estimate of Time Required for Completion.

#### General Project Descriptions

The Depot Town Downtown Development Authority can be generally described as including properties along Cross Street from Huron Street to North Lincoln Street and along Rice Street from East Cross Street to West Forest Avenue including public rights-of-way and alleys. For project planning purposes the district is segmented into three zones, the River and Parks Area, Freighthouse and Depot Area, and the Depot Town Business Area.

The River and Parks Area includes West Cross Street between Huron Street and the Depot Town Business Area and serves as the primary western gateway to Depot Town. The River and Parks Area extends along the Huron River and includes adjacent municipal recreation facilities including Riverside Park and Frog Island Park.

The Freighthouse and Depot Area includes the rail corridor north of East Cross Street and includes the Freighthouse, Depot, and public parking.

The Depot Town Business Area contains a mix of uses and is the primary activity center of Depot Town. The Business Area extends along East Cross Street between the Huron River and Lincoln Street and along River Street between Ferrier Street and Maple Street.

## River and Parks Area Projects

1. Riverwalk – Assist City with development of a continuous river walk along the Huron River including river access, water recreation opportunities, and maintenance and improvements to the existing non-motorized pathway system in Riverside Park and Frog Island Park.
2. Performance Venue – Assist City with improvement and reconstruction of the Frog Island Park amphitheater.
3. Frog Island Park & Rice Street Parking Lot – Assist City with reconfiguration and reconstruction of poor condition parking lot to improve pedestrian access between Frog Island Park, Farmers' Market Plaza, and East Cross Street.
4. Ypsilanti Recycling Drop-Off Center – Assist City in exploring alternative locations for the recycling drop-off center to maximize recreational use and image of Frog Island Park.
5. General Park Improvements – Assist City with improvements to Riverside Park and Frog Island Park including projects implemented from the 2008 Riverside Park and Frog Island Park Conceptual Site Plans and consistent with the City of Ypsilanti Parks and Recreation Master Plan. Funding emphasis will be placed on projects that support active recreation activities.

## Freighthouse and Depot Area Projects

6. Railroad Transit Station – Join with other community partners to support lobby efforts, technical and design services in order to pursue, attain, and develop Amtrak and Commuter train transit stops within the District.
7. Freighthouse Plaza & Freighthouse – Assist City with Freighthouse plaza and building improvements to support activities such as the Farmers' Market, community events, and pedestrian connections to Frog Island Park and East Cross Street. Improvements should include reconfiguration and reconstruction of adjacent public parking to facilitate event and pedestrian uses.
8. Private Investment Opportunities – Provide support for tax incentives, technical and design services to assist with the adaptive reuse and preservation.

## Depot Town Business Area Projects

9. Complete Streets Improvements for East Cross Street – Implementation of corridor improvements to enhance user experiences of the Depot Town Business Area. Improvements may include width reduction of drive lanes, sidewalk enlargement, on-street parking optimization, bicycle infrastructure, pedestrian crossing reconfiguration, street tree plantings, and streetscape enhancements. Particular attention should be given to the River Street and railroad intersection in order to improve pedestrian safety and experience.
10. River Street Boulevard Enhancements – Replace concrete boulevard islands with lawn and landscape islands. Enhance existing lawn islands with street tree and landscape plantings.



11. Downtown Living – Provide support, technical and design services to actively encourage multi-use development and redevelopment including residential components.
12. Private Investment Opportunities – Provide support for tax incentives, technical and design services to assist with the adaptive reuse and preservation of properties in Depot Town.

## Area Wide Projects and Programs

13. Business Retention and Recruitment – Develop program for the retention and recruitment of businesses within the DDA District. Specific focus should be given to significantly visible opportunities in the Depot Town Business Area.
14. Arts Community Retention and Recruitment – Develop program in cooperation with the YACVB for retention and recruitment of art businesses, studios, galleries, museums, exhibits and other art-centered facilities and activities within the DDA District.
15. Design Guidelines – Develop design criteria to guide new development, redevelopment, and renovations within the DDA District.
16. Signage Guidelines – Develop design and display criteria for various signage types within the DDA District including post/panel, monument, building mounted, sandwich board, temporary banner, etc.
17. District Wayfinding – Implement a district-wide wayfinding system for gateway, directional, regulatory, and facility signage.
18. Preservation of Historic Structures – As opportunities become available, provide support for tax incentives, technical and design services to assist with the adaptive reuse and preservation of historic buildings.
19. Façade and Signage Improvement Grant Guidelines – Establish a review process for the Façade and Signage Improvement Grant Program to ensure proposed project are consistent with Design Guidelines described above.
20. Infrastructure Maintenance – Implement a district-wide maintenance program for sidewalk replacement, sidewalk cleaning, litter clean-up, furnishing updates, flower plantings, snow removal, and other tasks to support a clean, fresh image.
21. Programming – In cooperation with the City, YACVB, and other organizations, develop and support year-round programming of festivals, concerts, car shows.
22. Multi-Modal Infrastructure Support – Provide funding assistance which encourages the development and utilization of multi-modal transportation facilities within Depot Town.
23. Cross Street Bridge – Provide funding assistance for repairs and reconstruction of the Cross Street bridge.
24. Parking Structure – Depending on parking needs provide funding assistance toward the development of a parking structure which includes feasibility studies, design and engineering and construction.
25. Establishment of a Designated Fund - Establish a designated fund; or funds for the following projects, programs and events:
  - a. Public Arts & Murals – for the acquisition, installation, and creation of public art and murals.

- b. Park Improvement Fund – to fund various programming and enhancement projects for Huron River access, Riverside Park, and Frog Island Park with an emphasis toward active recreation and year-round activities.
- c. Sustainability Fund – to provide support, technical and design services to actively encourage sustainable design and green technology integration into public and private projects within the district.
- d. Public Improvement Maintenance Fund – for regular maintenance of sidewalks, parking lots, parks, furnishings and equipment, planting beds, landscaping, signage, and snow removal.
- e. Event & Market Fund – for support of local special events and farmer’s market that are held within or adjacent to the DDA District.
- f. Land and Building Acquisition Fund – for acquisition of land and buildings for public purposes, private redevelopment, business incubators, and locally-owned business ventures.
- g. Façade and Signage Program – for allocation of monies toward the Façade and Signage Improvement Grant Program.
- h. Miscellaneous Parking Lot & Circulation Program – fund set aside for miscellaneous parking and circulation projects which include such items as parking lot resurfacing, reconfiguration, landscaping and lighting.
- i. Interior Building Modifications – provide assistance for interior building modifications that address code compliance issues and increase the functionality of the property.

Table 1 includes both capital improvement projects and DDA initiatives/programs segmented into the three general implementation timeframes; near term, mid-term and long term. Capital costs are based on 2014 construction dollars and estimates for similar scope downtown projects. The capital and programming estimates exceed the forecasted tax increment revenues which is typical of historic business districts. Projects and programs are often funded through a combination of private, state and federal funds leveraged by the tax increment revenues.

In addition to specific projects and programs there are nine (9) designated funds where funds would be committed for general DDA initiatives such as miscellaneous parking lot improvements and assisting where needed with interior building modifications..



**Table 1****Estimated Cost of Improvements and Implementation Schedule**

| Project Name                                 | Type           | Estimated Cost      |
|----------------------------------------------|----------------|---------------------|
| <i>Near Term Projects (0 - 5 years)</i>      |                |                     |
| Performance Venue                            | Infrastructure | \$500,000           |
| Frog Island Park & Rice Street Parking Lot   | Infrastructure | \$200,000           |
| Railroad Transit Station                     | Redevelopment  | \$250,000           |
| River Street Boulevard Improvements          | Infrastructure | \$100,000           |
| Private Investment Opportunities             | Redevelopment  | \$150,000           |
| Business Retention and Recruitment           | Programming    | \$25,000            |
| Arts Community Retention and Recruitment     | Programming    | \$25,000            |
| Design Guidelines                            | Programming    | \$40,000            |
| Signage Guidelines                           | Programming    | \$25,000            |
| Preservation of Historic Structures          | Programming    | \$50,000            |
| Facade and Signage Improvement Guidelines    | Programming    | \$10,000            |
| Infrastructure Maintenance                   | Infrastructure | \$100,000           |
| Programming                                  | Programming    | \$25,000            |
| Interior Building Modifications              | Redevelopment  | \$150,000           |
| Designated Funds                             | Redevelopment  | \$150,000           |
|                                              |                | <b>\$1,800,000</b>  |
| <i>Mid Term Projects (6 to 9 years)</i>      |                |                     |
| Riverwalk                                    | Infrastructure | \$500,000           |
| Ypsilanti Recycling Drop-Off Center          | Infrastructure | \$100,000           |
| Freighthouse Plaza & Freighthouse            | Infrastructure | \$1,500,000         |
| Downtown Living                              | Redevelopment  | \$50,000            |
| District Wayfinding                          | Signage        | \$100,000           |
| Designated Funds                             | Redevelopment  | \$250,000           |
|                                              |                | <b>\$2,500,000</b>  |
| <i>Long Term Projects (10 or more years)</i> |                |                     |
| General Park Improvements                    | Infrastructure | \$2,000,000         |
| Complete Streets Improvements for East Cross | Infrastructure | \$2,000,000         |
| Designated Funds                             | Redevelopment  | \$250,000           |
| Multi-Modal Infrastructure Support           | Infrastructure | \$400,000           |
| Parking Structure (150 cars)                 | Infrastructure | \$4,125,000         |
| Cross Street Bridge Repair                   | Infrastructure | \$500,000           |
|                                              |                | <b>\$9,275,000</b>  |
|                                              |                | <b>\$13,575,000</b> |

**Note:** *The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the illustrative plan used to communicate the overall scope of the projects envisioned by the Downtown Development Authority. The Downtown Development Authority recognizes that market forces, private investment, and future public-private partnerships may result in changes to the final design and cost, consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.*

The projects and programs identified through the plan process were grouped by type and implementation phase to determine the balance between forecasted revenues and estimated expenditures. Aggregated by "Type of Project" the forecasted tax increment revenues would be expended as enumerated in Table 2. Several large expenditures are noted in the Development Plan including the Freighthouse and Farmers' Market Plaza. These projects will involve other project funds, including grants, to complete their implementation. Likewise, several projects such as the Riverwalk, Performance Venue, and General Park Improvements involve multiple project partners and potential grant funds. The costs given in this Development Plan represent the DDA's anticipated contribution, not the total project cost.

**Table 2**

Allocation of Capital Projects and Initiatives

| Expenditure Type | Total Cost    |
|------------------|---------------|
| Infrastructure   | \$ 12,025,000 |
| Programming      | \$ 200,000    |
| Redevelopment    | \$ 1,250,000  |
| Signage          | \$ 100,000    |
|                  |               |
| Total            | \$ 13,575,000 |

**Table 3**

Allocation of Capital Project and Initiatives by Timeframe

| Timeframe | Total Cost    |
|-----------|---------------|
| Near Term | \$ 1,800,000  |
| Mid-Term  | \$ 2,500,000  |
| Long Term | \$ 9,275,000  |
|           |               |
| Total     | \$ 13,575,000 |

## 7. A Statement of the Construction or Stages of Construction Planned, and the Estimated Time of Completion.

The time schedule for construction of the public improvement program for the Development Area is outlined in Table 1 based on a prioritization of projects and programs by the DDA Board. The completion timeframe will vary depending on the availability of grants and capital funding. If the

DDA elects a pay-as-you-go approach then the timeframe to complete the projects identified will be spread out over many fiscal years. On the other hand, if the DDA elects to utilize significant grants or bonding as available then the timeframe for several projects will be accelerated. Lastly, depending on opportunities presented to the DDA the sequencing of projects and programs in order to channel the funding needed to exercise those opportunities may vary. The success of the development plan is predicated on the DDA's ability to change funding sequencing and prioritization of funding in order to maximize public and private project opportunities as they materialize.

#### 8. Parts of the Development Area to be Left as Open Space and Contemplated Use.

In reference to the public improvements outlined, open space within the Downtown Development Authority district and Development Area will be confined to right-of-ways, plazas, and parks within the District. Existing park property in the Downtown Development Authority district and Development Area will remain as open space.

#### 9. Portions of the Development Area which the Authority Desires to Sell, Donate, Exchange, or Lease to or From the Municipality and the Proposed Terms.

There are no parcels that the Downtown Development Authority plans to sell, donate, exchange, or lease to the City of Ypsilanti, as part of this Development Plan.

#### 10. Desired Zoning Changes and Changes in Streets, Street Levels, Intersections and Utilities.

The Development Plan proposes no zoning changes proposed within the Development Area. The current zoning accommodates existing and future land uses in the subject area.

#### 11. An Estimate of the Cost of the Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing.

Financing for the public improvement projects outlined in Section 6 would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations within the Development Area. The amount of the funding will be predicated on the stability of the taxable valuation base of the downtown area and the extent of new future redevelopment and rehabilitation projects.

#### 12. Designation of Person or Persons, Natural or Corporate, to whom all or a portion of the Development is to be Leased, Sold, or Conveyed in any manner and for whose benefit the Project is being undertaken if that information is available to the Authority.

The public improvements undertaken pursuant to this Development Plan will remain in public ownership for the public benefit.

#### 13. The Procedures for Bidding for the Leasing, Purchasing, or Conveying of all or a portion of the Development upon its completion, if there is no expressed or implied Agreement between the Authority and Persons, Natural or Corporate, that all or a portion of the Development will be Leased, Sold, or Conveyed to those Persons.



At present there are no agreements for property conveyance between the City of Ypsilanti, Ypsilanti Downtown Development Authority or any person(s), natural or corporation. The Development Plan utilizes a voluntary acquisition strategy to acquire property within the Development Area. Acquisition of such property would be on a negotiated basis between the Downtown Development Authority and the interested party.

Any such sale, lease or exchange conducted by the Downtown Development Authority pursuant to requirements specified in Act 197 of Public Acts of 1975, as amended, shall be with the consent of the City Commission. If needed, more detailed procedures will be developed prior to the transactions, in accordance with applicable city policy and Michigan state law.

14. Estimates of the Number of Persons residing in the Development Area and the Number of Families and Individuals to be Displaced.

Based upon a review of the properties within the Downtown Development Authority district and Development Area in June 2014 it is estimated that less than 100 individuals permanently reside within the Development Area. This assessment was based on data obtained from the City Assessor for properties identified as Principal Residential Exempt (PRE), which is another designation for owner-occupied year-round residence. The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families within the Downtown Development Authority district and Development Area.

15. A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

16. Provision for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, including Litigation expenses and expenses incident to the Transfer of Title in accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

17. A Plan for compliance with Act 227 of the Public Acts of 1972.

Act 227 of Public Acts of 1972 is an Act to provide financial assistance; advisory services and reimbursement of certain expenses to persons displaced from real property or deprived of certain rights in real property. This Act requires procedures and policies comparable to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Because the Development Plan does not require the acquisition of property and displacement of persons a plan for compliance with Act 227 is not addressed.

## TAX INCREMENT FINANCING PLAN

### 1. Definitions as Used in This Plan.

- a. "Captured assessed value" means the amount in any 1 year by which the current assessed value of the project area, including the assessed value of property for which specific local taxes are paid in lieu of property taxes as determined in subdivision (c), exceeds the initial assessed value. The state tax commission shall prescribe the method for calculating captured assessed value.
- b. "Initial assessed value" means the assessed value, as equalized, of all the taxable property within the boundaries of the development area at the time the ordinance establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the resolution is adopted. Property exempt from taxation at the time of the determination of the initial assessed value shall be included as zero. For the purpose of determining initial assessed value, property for which a specific local tax is paid in lieu of a property tax shall not be considered to be property that is exempt from taxation. The initial assessed value of property for which a specific local tax was paid in lieu of a property tax shall be determined as provided in subdivision (z). In the case of a municipality having a population of less than 35,000 that established an authority prior to 1985, created a district or districts, and approved a development plan or tax increment financing plan or amendments to a plan, and which plan or tax increment financing plan or amendments to a plan, and which plan expired by its terms December 31, 1991, the initial assessed value for the purpose of any plan or plan amendment adopted as an extension of the expired plan shall be determined as if the plan had not expired December 31, 1991. For a development area designated before 1997 in which a renaissance zone has subsequently been designated pursuant to the Michigan renaissance zone act, 1996 PA 376, MCL 125.2681 to 125.2696, the initial assessed value of the development area otherwise determined under this subdivision shall be reduced by the amount by which the current assessed value of the development area was reduced in 1997 due to the exemption of property under section 7ff of the general property tax act, 1893 PA 206, MCL 211.7ff, but in no case shall the initial assessed value be less than zero.
- c. "Specific local tax" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572, the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668, the technology park development act, 1984 PA 385, MCL 207.701 to 207.718, and 1953 PA 189, MCL 211.181 to 211.182. The initial assessed value or current assessed value of property subject to a specific local tax shall be the quotient of the specific local tax paid divided by the ad valorem millage rate. However, after 1993, the state tax commission shall prescribe the method for calculating the initial assessed value and current assessed value of property for which a specific local tax was paid in lieu of a property tax.
- d. "Tax increment revenues" means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the captured assessed value of real and personal property in the development area, subject to the following requirements:
  - (i) Tax increment revenues include ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions other than the state pursuant to the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, and local or intermediate school districts upon the captured assessed value of real and personal property in the development area for any purpose authorized by this act.
  - (ii) Tax increment revenues include ad valorem property taxes and specific local taxes attributable to the application of the levy of the state pursuant to the state education



tax act, 1993 PA 331, MCL 211.901 to 211.906, and local or intermediate school districts upon the captured assessed value of real and personal property in the development area in an amount equal to the amount necessary, without regard to subparagraph (i), to repay eligible advances, eligible obligations, and other protected obligations.

- (iii) Tax increment revenues do not include any of the following:
  - (A) Ad valorem property taxes attributable either to a portion of the captured assessed value shared with taxing jurisdictions within the jurisdictional area of the authority or to a portion of value of property that may be excluded from captured assessed value or specific local taxes attributable to such ad valorem property taxes.
  - (B) Ad valorem property taxes excluded by the tax increment financing plan of the authority from the determination of the amount of tax increment revenues to be transmitted to the authority or specific local taxes attributable to such ad valorem property taxes.
  - (C) Ad valorem property taxes exempted from capture under section 3(3) or specific local taxes attributable to such ad valorem property taxes.
- (iv) The amount of tax increment revenues authorized to be included under subparagraph (ii) or (v), and required to be transmitted to the authority under section 14(1), from ad valorem property taxes and specific local taxes attributable to the application of the levy of the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, a local school district or an intermediate school district upon the captured assessed value of real and personal property in a development area shall be determined separately for the levy by the state, each school district, and each intermediate school district as the product of sub-subparagraphs (A) and (B):
  - (A) The percentage that the total ad valorem taxes and specific local taxes available for distribution by law to the state, local school district, or intermediate school district, respectively, bears to the aggregate amount of ad valorem millage taxes and specific taxes available for distribution by law to the state, each local school district, and each intermediate school district.
  - (B) The maximum amount of ad valorem property taxes and specific local taxes considered tax increment revenues under subparagraph (ii) or (v).

## 2. Purpose of the Tax Increment Financing Plan

The Ypsilanti Depot Town Downtown Development District, was created on June 18, 1984, and was established because the downtown area experienced notable property value deterioration. In order to halt property tax value deterioration, increase property tax valuations and facilitate the overall economic growth of its business district, it is deemed to be beneficial and necessary to create and provide for the operation of a downtown development authority in the City under the provisions of Act 197 Public Acts of Michigan, 1975 as amended (the "Act"). Eight years later, on December 21, 1992, Depot Town DDA Development Plan and Tax Increment Financing Plan were adopted.

The Authority has determined that the extension, or amended and restated tax increment financing plan, is necessary for the achievement of the purposes of the Act and it is authorized to prepare and submit said plan to the governing body. The Tax Increment Financing Plan (the "Plan"), set forth herein includes the Development Plan, a detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, the impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located and a statement of the portion of the captured assessed value to be used by the Authority.

### 3. Explanation of the Tax Increment Procedure

The theory of tax increment financing holds that investment in necessary capital improvements in a designated area within a municipality will result in greater property tax revenues from that area than would otherwise occur if no special development were undertaken. This section is intended to explain the tax increment procedure.

- a. In order to provide a Downtown Development Authority with the means of financing development proposals, the Act affords the opportunity to undertake tax increment financing of development programs. These programs must be identified in a tax increment financing plan, which has been approved by the governing body of a municipality. Tax increment financing permits the Authority to capture incremental tax revenues attributable to increases in value of real and personal property located within an approved development area. The increases in property value may be attributable to new construction, rehabilitation, remodeling, alterations, additions or any other factors that cause growth in value.
- b. At the time the resolution or ordinance establishing a tax increment financing plan is adopted, the sum of the most recently taxable values, as equalized, of those taxable properties located within the development area is established as the "Initial Taxable Value" (the "ITV"). Property exempt from taxation at the time of determination of the Initial Taxable value is included as zero. In each subsequent year, the total real and personal property within the district, including abated property on separate rolls, is established as the "Current Taxable value."
- c. The amount by which the total taxable value exceeds the ITV is the Captured Taxable Value (the "CTV"). During the period in which a tax increment financing plan is in effect, local taxing jurisdictions continue to receive ad valorem taxes based on the ITV. Property taxes paid on a predetermined portion of the CTV in years subsequent to the adoption of tax increment financing plan, however, are payable to an authority for the purposes established in the tax increment financing plan.

### 4. Taxing Jurisdiction Agreements.

Tax increment revenues for the Downtown Development Authority result from the application of the general tax rates of the incorporated municipalities and all other political subdivisions which levy taxes in the development area to the captured assessed value. Since the Plan may provide for the use of all or part of the captured tax increment revenue, the DDA may enter into agreements with any of the taxing units to share a portion of the revenue of the District. Should the Authority find it necessary to use all of the captured revenue, it shall be clearly stated in this plan.

- a. The Authority will share captured revenue, received from the City of Ypsilanti assessments, with the City of Ypsilanti on a 50/50 basis, one half to each, starting on July 1, 2015, as shown on Table 5., and the remaining capture shall inure to the Authority.

### 5. Property Valuations and Captured Revenue.

The property valuation on which tax increment revenues will be captured is the difference between the Initial Taxable Valuation and the Current Taxable Valuation. The purpose of this section is to set forth the Initial Taxable Valuation, the projected Captured Taxable Valuation and the anticipated increment revenues to be received by the Authority from the local taxing jurisdictions including the City of Ypsilanti, Washtenaw County, Ypsilanti District Public Library, Washtenaw County Community College, and any other authorities or special tax districts that may

be eligible to levy property taxes within the boundaries of the Downtown Development Authority, herein collectively referred to as the "Local Taxing Jurisdictions."

- a. The Initial Taxable Valuation is established based on the 1992 state equalized valuations on real and personal property and on all non-exempt parcels within that portion of the Development Area as of December 31, 1991 finalized in May 1992. The Initial Taxable Valuation of the Authority for the 1992 district is outlined below:

Base Taxable Real and Personal Property Valuations

|                                         |                              |
|-----------------------------------------|------------------------------|
| City of<br>Ypsilanti<br>"DTDDA" TIF     | 1992 Taxable<br>(12-31-1991) |
| Base Taxable Valuation Used in Forecast | \$1,720,000                  |

- b. The anticipated Captured Assessed Value is equivalent to the annual total assessed value within the Development Area boundaries less the Initial Assessed Value as described above. The tax increment revenues are then the product of all millages levied by all taxing units in the Development Area on the CAV. The CAV is projected based on a number of factors including historical growth patterns, recent construction trends, economic indicators and the impact of certain development projects anticipated to be undertaken by the Downtown Development Authority. Since the enactment of Proposal A in 1994 the Consumers Price Index (CPI), which is the basis for taxable valuation adjustments, has averaged 2.4%. For projection purposes, an annual taxable valuation factor of 2.00% was used which is less than the average CPI increase of 2.4%. Growth rates do not include taxable valuation resulting from new construction, redevelopment, or the conversion of tax-exempt properties to taxable parcels. In addition, the forecast does not include personal property taxes, however, these revenues unless modified by state legislation are captured by the Authority.

Forecast Taxable Valuation Growth Rate

|        |   |      |                     |
|--------|---|------|---------------------|
|        |   |      |                     |
|        |   |      | <i>growth rates</i> |
| Fiscal |   | Year | 1992                |
|        |   |      | District            |
| 2015   | - | 16   | 1.00%               |
| 2016   | - | 17   | 1.00%               |
| 2017   | - | 18   | 1.00%               |
| 2018   | - | 19   | 1.00%               |
| 2019   | - | 20   | 1.00%               |
| 2020   | - | 39   | 2.00%               |

A more detailed depiction of the Captured Taxable Valuations can be found in Table 4.

- c. The Authority will receive that portion of the tax levy of all taxing jurisdictions paid each year on the Captured Assessed Value of the eligible property included in the Development Area. The Authority may use the revenues for any legal purpose as is established under the Act including the payment of principal and interest on bonds.



**Table 4**  
Anticipated Captured Taxable Valuation

|    | Fiscal<br>Year<br>Jan-Dec | Tax Roll<br>Assessment<br>Date | Initial Base<br>Valuation | Annual<br>Taxable Growth<br>(+ / - ) | Taxable<br>Valuation<br><i>Annual Growth</i> | Captured<br>Valuation |
|----|---------------------------|--------------------------------|---------------------------|--------------------------------------|----------------------------------------------|-----------------------|
| -  | 1992 - 92                 | 12-31-91                       | \$ 1,720,000              |                                      | \$ -                                         |                       |
|    | 2014 15                   | 12-31-13                       | \$ 3,352,039              | 0.00%                                | \$ -                                         | \$ 1,632,039          |
| 1  | 2015 - 16                 | 12-31-14                       | \$ 3,352,039              | 1.00%                                | \$ 3,385,559                                 | \$ 1,665,559          |
| 2  | 2016 - 17                 | 12-31-15                       | \$ 3,385,559              | 1.00%                                | \$ 3,419,415                                 | \$ 1,699,415          |
| 3  | 2017 - 18                 | 12-31-16                       | \$ 3,419,415              | 1.00%                                | \$ 3,453,609                                 | \$ 1,733,609          |
| 4  | 2018 - 19                 | 12-31-17                       | \$ 3,453,609              | 1.00%                                | \$ 3,488,145                                 | \$ 1,768,145          |
| 5  | 2019 - 20                 | 12-31-18                       | \$ 3,488,145              | 1.00%                                | \$ 3,523,027                                 | \$ 1,803,027          |
| 6  | 2020 - 21                 | 12-31-19                       | \$ 3,523,027              | 2.00%                                | \$ 3,593,487                                 | \$ 1,873,487          |
| 7  | 2021 - 22                 | 12-31-20                       | \$ 3,593,487              | 2.00%                                | \$ 3,665,357                                 | \$ 1,945,357          |
| 8  | 2022 - 23                 | 12-31-21                       | \$ 3,665,357              | 2.00%                                | \$ 3,738,664                                 | \$ 2,018,664          |
| 9  | 2023 - 24                 | 12-31-22                       | \$ 3,738,664              | 2.00%                                | \$ 3,813,437                                 | \$ 2,093,437          |
| 10 | 2024 - 25                 | 12-31-23                       | \$ 3,813,437              | 2.00%                                | \$ 3,889,706                                 | \$ 2,169,706          |
| 11 | 2025 - 26                 | 12-31-24                       | \$ 3,889,706              | 2.00%                                | \$ 3,967,500                                 | \$ 2,247,500          |
| 12 | 2026 - 27                 | 12-31-25                       | \$ 3,967,500              | 2.00%                                | \$ 4,046,850                                 | \$ 2,326,850          |
| 13 | 2027 - 28                 | 12-31-26                       | \$ 4,046,850              | 2.00%                                | \$ 4,127,787                                 | \$ 2,407,787          |
| 14 | 2028 - 29                 | 12-31-27                       | \$ 4,127,787              | 2.00%                                | \$ 4,210,343                                 | \$ 2,490,343          |
| 15 | 2029 - 30                 | 12-31-28                       | \$ 4,210,343              | 2.00%                                | \$ 4,294,550                                 | \$ 2,574,550          |
| 16 | 2030 - 31                 | 12-31-29                       | \$ 4,294,550              | 2.00%                                | \$ 4,380,441                                 | \$ 2,660,441          |
| 17 | 2031 - 32                 | 12-31-30                       | \$ 4,380,441              | 2.00%                                | \$ 4,468,050                                 | \$ 2,748,050          |
| 18 | 2032 - 33                 | 12-31-31                       | \$ 4,468,050              | 2.00%                                | \$ 4,557,411                                 | \$ 2,837,411          |
| 19 | 2033 - 34                 | 12-31-32                       | \$ 4,557,411              | 2.00%                                | \$ 4,648,559                                 | \$ 2,928,559          |
| 20 | 2034 - 35                 | 12-31-33                       | \$ 4,648,559              | 2.00%                                | \$ 4,741,530                                 | \$ 3,021,530          |
| 21 | 2035 - 36                 | 12-31-34                       | \$ 4,741,530              | 2.00%                                | \$ 4,836,361                                 | \$ 3,116,361          |
| 22 | 2036 - 37                 | 12-31-35                       | \$ 4,836,361              | 2.00%                                | \$ 4,933,088                                 | \$ 3,213,088          |
| 23 | 2037 - 38                 | 12-31-36                       | \$ 4,933,088              | 2.00%                                | \$ 5,031,750                                 | \$ 3,311,750          |
| 24 | 2038 - 39                 | 12-31-37                       | \$ 5,031,750              | 2.00%                                | \$ 5,132,385                                 | \$ 3,412,385          |
| 25 | 2039 - 40                 | 12-31-38                       | \$ 5,132,385              | 2.00%                                | \$ 5,235,032                                 | \$ 3,515,032          |

The Treasurer will collect the general property taxes from property owners in the DDA. After taxes are collected, the Treasurer will deduct that portion of the total tax revenues that is derived from captured assessed value of the DDA and distribute them to the DDA to use for purposes outlined in the development plan. Table 6 outlines the 2014 millage rates for all Local Taxing Jurisdictions in the DDA taken from the Washtenaw County Millage Report which are then used to create the revenue forecast enumerated in Table 5 below.

**Table 5**  
Anticipated Captured Revenue

|    | Fiscal<br>Year<br>Jan-Dec | City of<br>Ypsilanti<br>31.0963 | Washtenaw<br>County<br>4.9916 | Washtenaw<br>Comm College<br>3.4576 | Dsitric<br>Library<br>1.8874 | Ann Arbor<br>Transit<br>0.7000 | Captured<br>Revenue<br>42.1329 |
|----|---------------------------|---------------------------------|-------------------------------|-------------------------------------|------------------------------|--------------------------------|--------------------------------|
|    | 2014 15                   | \$ 50,750                       | \$ 8,146                      | \$ 5,643                            | \$ 3,080                     | \$ 1,142                       | \$ 64,540                      |
| 1  | 2015 - 16                 | \$ 51,793                       | \$ 8,314                      | \$ 5,759                            | \$ 3,144                     | \$ 1,166                       | \$ 70,175                      |
| 2  | 2016 - 17                 | \$ 52,846                       | \$ 8,483                      | \$ 5,876                            | \$ 3,207                     | \$ 1,190                       | \$ 71,601                      |
| 3  | 2017 - 18                 | \$ 53,909                       | \$ 8,653                      | \$ 5,994                            | \$ 3,272                     | \$ 1,214                       | \$ 73,042                      |
| 4  | 2018 - 19                 | \$ 54,983                       | \$ 8,826                      | \$ 6,114                            | \$ 3,337                     | \$ 1,238                       | \$ 74,497                      |
| 5  | 2019 - 20                 | \$ 56,067                       | \$ 9,000                      | \$ 6,234                            | \$ 3,403                     | \$ 1,262                       | \$ 75,967                      |
| 6  | 2020 - 21                 | \$ 58,259                       | \$ 9,352                      | \$ 6,478                            | \$ 3,536                     | \$ 1,311                       | \$ 78,935                      |
| 7  | 2021 - 22                 | \$ 60,493                       | \$ 9,710                      | \$ 6,726                            | \$ 3,672                     | \$ 1,362                       | \$ 81,964                      |
| 8  | 2022 - 23                 | \$ 62,773                       | \$ 10,076                     | \$ 6,980                            | \$ 3,810                     | \$ 1,413                       | \$ 85,052                      |
| 9  | 2023 - 24                 | \$ 65,098                       | \$ 10,450                     | \$ 7,238                            | \$ 3,951                     | \$ 1,465                       | \$ 88,203                      |
| 10 | 2024 - 25                 | \$ 67,470                       | \$ 10,830                     | \$ 7,502                            | \$ 4,095                     | \$ 1,519                       | \$ 91,416                      |
| 11 | 2025 - 26                 | \$ 69,889                       | \$ 11,219                     | \$ 7,771                            | \$ 4,242                     | \$ 1,573                       | \$ 94,694                      |
| 12 | 2026 - 27                 | \$ 72,356                       | \$ 11,615                     | \$ 8,045                            | \$ 4,392                     | \$ 1,629                       | \$ 98,037                      |
| 13 | 2027 - 28                 | \$ 74,873                       | \$ 12,019                     | \$ 8,325                            | \$ 4,544                     | \$ 1,685                       | \$ 101,447                     |
| 14 | 2028 - 29                 | \$ 77,440                       | \$ 12,431                     | \$ 8,611                            | \$ 4,700                     | \$ 1,743                       | \$ 104,925                     |
| 15 | 2029 - 30                 | \$ 80,059                       | \$ 12,851                     | \$ 8,902                            | \$ 4,859                     | \$ 1,802                       | \$ 108,473                     |
| 16 | 2030 - 31                 | \$ 82,730                       | \$ 13,280                     | \$ 9,199                            | \$ 5,021                     | \$ 1,862                       | \$ 112,092                     |
| 17 | 2031 - 32                 | \$ 85,454                       | \$ 13,717                     | \$ 9,502                            | \$ 5,187                     | \$ 1,924                       | \$ 115,783                     |
| 18 | 2032 - 33                 | \$ 88,233                       | \$ 14,163                     | \$ 9,811                            | \$ 5,355                     | \$ 1,986                       | \$ 119,548                     |
| 19 | 2033 - 34                 | \$ 91,067                       | \$ 14,618                     | \$ 10,126                           | \$ 5,527                     | \$ 2,050                       | \$ 123,389                     |
| 20 | 2034 - 35                 | \$ 93,958                       | \$ 15,082                     | \$ 10,447                           | \$ 5,703                     | \$ 2,115                       | \$ 127,306                     |
| 21 | 2035 - 36                 | \$ 96,907                       | \$ 15,556                     | \$ 10,775                           | \$ 5,882                     | \$ 2,181                       | \$ 131,301                     |
| 22 | 2036 - 37                 | \$ 99,915                       | \$ 16,038                     | \$ 11,110                           | \$ 6,064                     | \$ 2,249                       | \$ 135,377                     |
| 23 | 2037 - 38                 | \$ 102,983                      | \$ 16,531                     | \$ 11,451                           | \$ 6,251                     | \$ 2,318                       | \$ 139,534                     |
| 24 | 2038 - 39                 | \$ 106,113                      | \$ 17,033                     | \$ 11,799                           | \$ 6,441                     | \$ 2,389                       | \$ 143,774                     |
| 25 | 2039 - 40                 | \$ 109,304                      | \$ 17,546                     | \$ 12,154                           | \$ 6,634                     | \$ 2,461                       | \$ 148,099                     |
|    |                           | \$ 1,856,420<br>73.93%          | \$ 297,994<br>11.87%          | \$ 206,415<br>8.22%                 | \$ 112,676<br>4.49%          | \$ 41,789<br>1.66%             | \$ 2,511,071<br>100%           |

#### 6. Maximum Indebtedness.

It is anticipated that the maximum amount of indebtedness to be incurred, if any, based on 2014 costs will not exceed \$2,500,000 for projects identified in the Development Plan. A description of the various projects and the actual amounts expected to be financed are as set forth in Section 6 of the Development Plan. Revenues captured will be used to accomplish projects in the Development Area.



## 7. Use of Captured Revenues

Revenues captured through this Tax Increment Plan will be shared with the City of Ypsilanti 50/50 and the Authority share will be used to finance those improvements and projects outlined in Table 1 and Table 2 of the Development Plan in accordance with procedures specified in this Plan. Further, captured revenues can be used for the following:

- Finance current financial obligations of DDA;
- Maintenance of streetscape, public parking lots, parks, and pedestrian plazas;
- Pay for costs incurred by the City/DDA in implementing both the Development Plan and the Tax Increment Financing Plan;
- Funding for DDA administrative staff and associated office expenses;
- Marketing, promotions and events costs;
- Special purpose grant and loan programs; and
- Pay for costs associated with the administration and operation of the Development and Tax Increment Plan and its associated projects and programs.

In addition, the Development Plan encourages the use of Tax Increment Financing Plan revenues to support public improvements associated with private redevelopment and new development projects. Table 1 enumerates the forecasted "uses" of the tax increment revenue and the amount available for capital projects.

## 8. Duration of the Program

The Development Plan and Tax Increment Financing Plan shall extend through December 31, 2039, or the completion of the projects described in the Development Plan, whichever is earlier.

**Table 6**

Anticipated Millage to Be Captured

| <b>Local Unit of Government</b> |         |                |
|---------------------------------|---------|----------------|
| City of Ypsilanti               |         | 31.0963        |
| <i>Operating</i>                | 19.0211 |                |
| <i>F&amp;P Pension</i>          | 8.3149  |                |
| <i>Sanitation</i>               | 2.7814  |                |
| <i>Ypsi Transit</i>             | 0.9789  |                |
| Washtenaw County                |         | 4.9916         |
| <i>Summer</i>                   | 4.5493  |                |
| <i>Winter</i>                   | 0.4423  |                |
| Washtenaw Community College     |         | 3.4576         |
| <i>Operating</i>                | 2.42220 |                |
| <i>Allocated</i>                | 1.03540 |                |
| AAATA                           |         | 0.7000         |
| Ypsilanti District Library      |         | 1.8874         |
| <i>Operating</i>                | 1.88740 |                |
|                                 |         | <b>42.1329</b> |

## 9. Plan Impact on Local Taxing Jurisdictions

The Authority recognizes that future development in the City's business district will not be likely in the absence of tax increment financing. The Authority also recognizes that enhancement of the value of nearby property will indirectly benefit all local governmental units included in this plan. It is expected that the effected local taxing jurisdictions will not experience a gain in property tax

revenues from the Development Area during the duration of the plan and should realize increased property tax revenues thereafter as a result of activities financed by the plan. Further, tax increment revenues captured from this plan will not be used to offset normal City operations.

#### 10. Release of Captured Revenues

When the Development and Financing Plans have been accomplished, the captured revenue is released and the local taxing jurisdictions receive all the taxes levied on it from that point on.

#### 11. Assumptions of Tax Increment Financing Plan.

The following assumptions were considered in the formulation of the Tax Increment Financing Plan for the Roscommon Downtown Development Authority:

- A. Property valuations are based on the following taxable valuation assumptions:

| Fiscal Year | <i>growth rates</i> |
|-------------|---------------------|
|             | 1992 District       |
| 2015 - 16   | 1.00%               |
| 2016 - 17   | 1.00%               |
| 2017 - 18   | 1.00%               |
| 2018 - 19   | 1.00%               |
| 2019 - 20   | 1.00%               |
| 2020 - 39   | 2.00%               |

- B. Costs provided for the various DDA projects and programs enumerated in Table 2 are estimated costs in 2014 dollars. Final costs are determined after final design and the acceptance of bids at the time of construction. The effects of inflation may also have an undetermined amount of influence on these cost figures.

#### 12. Operating Agreement between Downtown Development Authority and Local Unit of Government Regarding Use of Tax Increment Revenues.

The Downtown Development Authority will not spend any funds outside of those annually approved through the budget process and shall not commit to any loans, leases, or purchases without sufficient evidence of adequate revenue source to support the proposal.

#### 13. Relationship of the Tax Increment Financing Plan with Other Funding Programs.

As discussed in the Development Plan, the revitalization of the downtown business district will include tax increment financing and other forms of intergovernmental financing such as grants, special assessments, and loans. It is strongly recommended that tax increment financing revenues be used to leverage public funds and private financing in order to implement the planned program.

#### 14. Relationship to Community Master Plan

The Development Plan indicates the need to revitalize the business areas of the community, which is an integral component of the community's redevelopment program and master plan. If it is determined that any portions of the Master Plan conflict with the provisions of the Downtown Development Plan, then the Development Plan shall be adopted as a component of the Master Plan pursuant to Section 39 of Act 33 of 2008; the Michigan Planning Enabling Act.

#### 15. Submission of an Annual Report to Governing Body and State Tax Commission.

Annually the Authority shall submit to the City of Ypsilanti and the State Tax Commission a report on the status of the tax increment financing account. The report shall include those items enumerated in Section 15 (3) of Act 197 of 1975 (MCL 125.1665). Further, the report shall be published in a newspaper of general circulation.





Resolution No. 2015-136  
June 16, 2016

RESOLUTION TO PROVIDE FOR THE CITY OF YPSILANTI TO PAY FOR THE FINAL  
INSTALLMENT OF DEPOT TOWN DDA DEBT

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that Whereas, Ordinance No. 1244 for the Amending and Restatement of the Tax Increment Financing and Development Plan for the Depot Town Downtown Development Authority Originally Adopted in 1992 and Restated in 2000 was approved by City Council on second and final reading; and

Whereas the revised plan provided for a division of captured funds between the city and the DDA; and

Whereas, City Council desires to provide equity to the parties.

Now Therefore, City Council determines to pay the last installment of the Depot Town DDA debt in the amount of approximately \$10,000, when the installment is due.

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

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

YES:            NO:            ABSENT:            VOTE:



To: Mayor Edmonds & City Council  
From: Ericka Savage, Assistant to the City Manager  
Date: June 5, 2015  
RE: **FY 2015-2016 Fee Schedule**

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Office of the City Manager

## **REQUEST FOR LEGISLATION 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 has reviewed the fees and compiled the attached amendments for Fiscal Year 2015-2016. Amendments to the fee schedule are highlighted in yellow.

ATTACHMENTS: FY 2015-2016 Fee Schedule Resolution

RECOMMENDED ACTION: Approval

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

CITY MANAGER COMMENTS:

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

COUNCIL ACTION TAKEN:



**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.

**City of Ypsilanti Fee Schedule (PROPOSED FY 2015-2016)**

|            |                    |                            |                   |                                                                           | CURRENT FEE                                                                    | PROPOSED FEE |
|------------|--------------------|----------------------------|-------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|
| Dept./Div. | Ordinance Sec. No. | Shortcut Code for Treasury | G/L ACCT #        | Type of Fee                                                               | Fee (\$)                                                                       | Fee (\$)     |
| All Depts. |                    | 112                        | 101-4-0000-607-05 | Copy charges - 8-1/2 x 11 inch sheet - per page                           |                                                                                |              |
|            |                    |                            |                   | 1 through 6 pages                                                         | 0.5                                                                            |              |
|            |                    | 112                        | 101-4-0000-607-05 | More than 7 pages (per page)                                              | 0.15                                                                           |              |
|            |                    | 150                        | 101-4-2150-607-05 | Notary Public Service - Signature and seal (per notarized document)       | 10                                                                             |              |
|            |                    | 142                        | 101-4-0000-694-01 | Iron Mountain retrieval (per box)                                         | 45.15                                                                          |              |
|            |                    | 142                        | 101-4-0000-694-01 | Iron Mountain refile (per box)                                            | 45.15                                                                          |              |
|            |                    |                            |                   | <b>FOIA fees (Hardcopy &amp; Electronic)</b>                              |                                                                                |              |
|            |                    |                            |                   | Small FOIA request                                                        |                                                                                |              |
|            |                    | 112                        | 101-4-0000-607-05 | First 3 pages                                                             | 3                                                                              |              |
|            |                    | 112                        | 101-4-0000-607-05 | Each additional page                                                      | 0.5                                                                            |              |
|            |                    |                            |                   | 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                                                                              |              |
| Assessor   | 22-35              | 146                        | 101-4-2570-460-00 | <del>New business registration fee</del> Business License Application Fee | 86                                                                             | 90           |
|            |                    |                            | 101-4-0000-607-05 | Real Estate agent access to sketch program                                | 0                                                                              |              |
|            |                    | 144                        | 101-4-0000-607-05 | Copy of building sketch                                                   | 0.5                                                                            |              |
|            |                    |                            |                   | Tax Abatement Application Fees                                            | See Planning Department Fees                                                   |              |
| Building   |                    | 104                        | 101-4-3710-461-00 | Plan Review                                                               | 20% of permit cost as deposit + balance of review costs due when permit issued |              |
|            |                    | 104                        | 101-4-3710-461-00 | Zoning review-assessory structures and fences                             | 65                                                                             | 70           |
|            |                    |                            |                   | <b>Permits</b>                                                            |                                                                                |              |
|            | 18-3               |                            |                   | Building Permit                                                           |                                                                                |              |
|            |                    | 104                        | 101-4-3710-461-00 | First \$1,000 of construction value or less                               | 50                                                                             | 55           |
|            |                    | 104                        | 101-4-3710-461-00 | Each additional \$1,000 or fraction thereof                               | 9                                                                              | 11           |
|            |                    | 104                        | 101-4-3710-461-00 | Demolition Permit                                                         | 50                                                                             | 55           |
|            |                    | 104                        | 101-4-3710-461-00 | First \$1,000 of work contract or less                                    | 50                                                                             | 11           |
|            |                    | 164                        | 101-4-3710-461-03 | Plumbing Permit (per inspection/service/unit)                             | 50                                                                             | 55           |
|            |                    | 118                        | 101-4-3710-461-01 | Electrical Permit (per inspection/service/panel/unit)                     | 50                                                                             | 55           |
|            |                    | 206                        | 101-4-3710-461-02 | Mechanical Permit (per inspection / service / system / unit / appliance)  |                                                                                |              |
|            |                    |                            |                   |                                                                           | 50                                                                             | 55           |
|            |                    | 104                        | 101-4-3710-461-00 | Each additional \$1,000 or fraction thereof                               | 9                                                                              | 11           |
|            | 94-193             |                            | 101-4-3710-461-00 | Outdoor Café, Restaurant, and Beer Garden Annual Fee                      | 75                                                                             |              |



|          |          |     |                                                                                                |                                                                                    |                 |                       |
|----------|----------|-----|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------|-----------------------|
| Building |          |     | 101-4-3710-461-00                                                                              | All other permit (minimum fee)                                                     | 50              | 55                    |
|          |          |     | <b>Contractor's registration; expires March 31 of each year</b>                                |                                                                                    |                 |                       |
|          |          | 104 | 101-4-3710-461-00                                                                              | Residential builders, alteration and maint.                                        | 32              |                       |
|          |          | 190 | 101-4-3710-461-05                                                                              | Sign contractor license/registration                                               | 32              |                       |
|          | 18-31(b) |     | 101-4-3710-461-00                                                                              | Appeals to Building Board of Appeals<br>per structure                              | County fees +52 |                       |
| Building |          |     | <b>Certificate of Occupancy (each unit or tenant)</b>                                          |                                                                                    |                 |                       |
|          |          | 152 | 101-4-3710-461-04                                                                              | Commercial                                                                         | 50              |                       |
|          |          | 152 | 101-4-3710-461-04                                                                              | Residential                                                                        | 50              |                       |
|          | 18-153   |     | <b>Certificate of Compliance Inspection Fees (rental inspection/per apt./unit/or as noted)</b> |                                                                                    |                 |                       |
|          |          |     |                                                                                                | Multiple Family-3 or more dwelling units                                           |                 |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Initial certification inspection                                                   | 50              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Re-certification inspection                                                        | 42              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Re-inspection                                                                      | 40              |                       |
|          |          |     |                                                                                                | Single Family and Duplex                                                           |                 |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Initial certification inspection                                                   | 75              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Re-certification inspection                                                        | 65              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Re-inspection                                                                      | 55              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | City scheduled inspection                                                          | 42              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Search warrants obtained for inspection                                            | 65              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Rooming House - 1-3 sleeping rooms                                                 | 55              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Rooming House - 4-7 sleeping rooms                                                 | 100             |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Rooming House - 8-11 sleeping rooms                                                | 160             |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Rooming House - 12-15 sleeping rooms                                               | 210             |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Rooming House - 16+ sleeping rooms                                                 | 260             |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Late cancellation or no-show inspection                                            | 55              |                       |
|          |          | 100 | 101-4-3710-461-08                                                                              | Commercial/residential certificate of occupancy                                    | 55              |                       |
|          | 18-153   |     | <b>Commercial/Residential Certificant of Occupancy</b>                                         |                                                                                    |                 |                       |
|          |          | 100 | 101-4-3710-461-04                                                                              | Business Occupancy Permit- Without Change of Use                                   |                 | 75                    |
|          |          | 100 | 101-4-3710-461-04                                                                              | Business Occupancy Permit- With Change of Use                                      |                 | 150                   |
| Building |          |     | <b>Vacant Buildings</b>                                                                        |                                                                                    |                 |                       |
|          | 18-190   | 226 | 101-4-3710-461-09                                                                              | Vacant Building Inspection Fee                                                     | 75              |                       |
|          |          |     |                                                                                                | Escrow Account (Monthly)                                                           |                 |                       |
|          |          | 220 | 101-255-01                                                                                     | Vacant building - not "regularly occupied"                                         | 50              |                       |
|          |          | 220 | 101-255-01                                                                                     | New building/structure                                                             | 50              |                       |
|          |          | 220 | 101-255-01                                                                                     | All other vacant buildings - including dangerous buildings                         | 300             |                       |
|          | 42-69    | 204 | 101-4-3720-607-06                                                                              | Maintenance of exterior premises - City cleanup                                    |                 |                       |
|          |          |     |                                                                                                | *Plus actual cost of hired contractor                                              | 50+*            |                       |
|          |          |     | <b>Zoning</b>                                                                                  |                                                                                    |                 |                       |
|          | 122-98   | 178 | 101-4-7210-607-01                                                                              | Master Plan amendment                                                              | 350             |                       |
|          |          | 178 | 101-4-7210-607-01                                                                              | Zoning Map amendment                                                               | 1000            |                       |
|          | 122-134  | 178 | 101-4-7210-607-01                                                                              | Zoning Text amendment                                                              | 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                                                                              | All variance types: each variance requested beyond first on same site/application. | 450             |                       |
|          | 122-134  | 120 | 101-283-00                                                                                     | Site Plan Review (*plus engineering review fees)                                   | 500+*           |                       |
|          |          | 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              |                       |
|          |          |     | 101-4-7210-607-01                                                                              | Alley/Street Closure (Application fee plus construction escrow)                    | 900             | 750 fee + 1000 escrow |
|          |          |     | 101-4-7210-607-01                                                                              | Alley/Street Vacation                                                              | 1000            | 1500                  |
|          |          | 162 | 101-4-7210-676-05                                                                              | Pre-development meeting (related to site plan)                                     | 75              |                       |

|                          |                 |     |                   |                                                                                                                                                               |                                                                                |      |
|--------------------------|-----------------|-----|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------|
| Planning and Development | 122-122         | 162 | 101-4-7210-676-05 | Administrative fee for site work started without issuance of applicable permit                                                                                | 50                                                                             |      |
|                          | 122-574         | 162 | 101-4-7210-607-01 | PUD Application                                                                                                                                               | 1000                                                                           |      |
|                          |                 | 162 |                   | (*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) |                                                                                |      |
|                          |                 | 162 | 101-4-7210-607-01 | PUD Application (Adaptive Re-Use) and Historic only new in 2012                                                                                               | 550                                                                            |      |
|                          |                 | 162 |                   | Tax Abatement Application Fee Breakdown                                                                                                                       |                                                                                |      |
|                          |                 | 162 | 101-4-3720-676-05 | Creation of a District (public notice, preparation for City Council)                                                                                          | 200                                                                            |      |
|                          |                 | 162 | 101-4-3720-676-05 | Application Review and Recommendation                                                                                                                         | 500                                                                            |      |
|                          |                 | 162 | 101-4-7210-676-05 | Site inspections by P&D Dept. staff after first compliance inspection                                                                                         | 25                                                                             |      |
|                          |                 |     | 101-4-7210-607-01 | Alley/Street Closure                                                                                                                                          | 900                                                                            |      |
|                          |                 |     | 101-4-7210-607-01 | Alley/Street Vacation                                                                                                                                         | 1000                                                                           |      |
|                          |                 |     | 101-4-7210-607-01 | Lot split application                                                                                                                                         | 50                                                                             |      |
|                          |                 |     | 101-4-7210-607-01 | Appeal of staff interpretation                                                                                                                                | 250                                                                            |      |
|                          |                 |     | 101-4-7210-607-01 | Specific interpretation                                                                                                                                       | 250                                                                            |      |
|                          |                 |     | 101-4-7210-607-01 | Special Exception permit for fee in-lieu of providing off street parking (per space)                                                                          | 600                                                                            |      |
|                          | 122-163         |     | 101-4-7210-607-01 | Special Use permit                                                                                                                                            | 300                                                                            |      |
|                          | 122-878-122-864 | 190 | 101-4-3710-461-05 | Sign inspection fee, per sign:                                                                                                                                | 100                                                                            |      |
|                          |                 | 190 | 101-4-3710-461-05 | Sidewalk Signs                                                                                                                                                | 25                                                                             |      |
|                          |                 |     | 101-4-7210-607-01 | Modification of Standard Request                                                                                                                              | 75                                                                             |      |
|                          |                 |     | 101-4-7210-607-01 | Aerial Photos/Overlays                                                                                                                                        | Staff time & materials                                                         |      |
|                          | 122-35(7)       |     | 101-4-7210-676-05 | Temporary Use-Concession Sale Review                                                                                                                          |                                                                                | 50   |
| Planning and Development | 122-201         |     | 101-4-7210-676-05 | Designation of Special Nonconforming Status                                                                                                                   |                                                                                | 400  |
|                          | 122-816         |     | 101-4-3720-607-06 | Garden on vacant residential lot                                                                                                                              | 25                                                                             |      |
|                          |                 |     |                   | Sketch Plan                                                                                                                                                   |                                                                                | 100  |
|                          |                 |     |                   | <b>General &amp; Administrative</b>                                                                                                                           |                                                                                |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Map Copies                                                                                                                                             |                                                                                |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Map, per page                                                                                                                                          | 3.5                                                                            |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Map and Details                                                                                                                                        | 20                                                                             |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Map (specific section)                                                                                                                                 | 6 per section                                                                  |      |
|                          | 1-15            |     | 101-4-7210-676-05 | Zoning Ordinance Copy (250 pages)                                                                                                                             | 25                                                                             |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Ordinance, per page first through fifth                                                                                                                | 0.5                                                                            |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Ordinance, per page, sixth thru twenty-fifth                                                                                                           | 0.15                                                                           |      |
|                          |                 |     | 101-4-7210-676-05 | Zoning Verification Letter                                                                                                                                    | 50                                                                             |      |
|                          |                 |     | 101-4-7210-676-05 | Code Compliance Letter                                                                                                                                        | 150                                                                            |      |
|                          |                 |     | 101-4-7210-676-05 | Master Plan Copy                                                                                                                                              | 20                                                                             |      |
| Planning and Development |                 |     | 101-4-7210-676-05 | Non-Motorized Plan                                                                                                                                            | 20                                                                             |      |
|                          |                 | 104 | 101-4-3710-461-00 | Plan Review                                                                                                                                                   | 20% of permit cost as deposit + balance of review costs due when permit issued |      |
|                          |                 |     |                   | <b>Historic Preservation</b>                                                                                                                                  |                                                                                |      |
|                          | 54-81           | 222 | 101-4-8030-477-00 | Historic District work permit application fee, filing (plus \$5 per \$3000 of labor and material)                                                             | 30+*                                                                           |      |
| Planning and Development |                 |     | 101-4-8030-676-02 | Administrative Fee for HDC work started without issuance of applicable permit                                                                                 | 50                                                                             |      |
|                          |                 |     | 101-4-8030-676-02 | Historic District Map                                                                                                                                         | 2.5                                                                            |      |
|                          |                 |     |                   |                                                                                                                                                               |                                                                                |      |
|                          |                 |     |                   | <b>Engineering Site Review Phase</b>                                                                                                                          |                                                                                |      |
|                          |                 |     |                   | Site Plan Review                                                                                                                                              |                                                                                | 500  |
|                          |                 |     |                   | Site Plan Review-Beyond Initial Two                                                                                                                           |                                                                                | 250  |
|                          |                 |     |                   | Site Plan Review-Planned Unit Development-Adaptive Reuse PUD                                                                                                  |                                                                                | 500  |
|                          |                 |     |                   | Site Plan Review-Planned Unit Development-Less Than 5 Acres                                                                                                   |                                                                                | 1000 |
|                          |                 |     |                   | Site Plan Review-Planned Unit Development-More Than 5 Acres                                                                                                   |                                                                                | 1800 |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   |                                                                        |     |                                                                   |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------|------------------------------------------------------------------------|-----|-------------------------------------------------------------------|
| Engineering |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Planned Unit Development Review-Beyond Initial Two                     |     | 500                                                               |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Preapplication Meeting                                                 |     | 200                                                               |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | <b>Engineering Plan Review Phase</b>                                   |     |                                                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Less Than \$50,000                               |     | 4.5% - Minimum<br>500                                             |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Between \$50,000 - \$100,000                     |     | 4% + Minimum<br>2,200                                             |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Between \$100,000 - \$500,000                    |     | 2% - Minimum<br>4,000                                             |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate More Than \$500,000                              |     | 1.5% - Minimum<br>9,800                                           |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | <b>Engineering Construction Phase</b>                                  |     |                                                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Less Than \$50,000                               |     | 8.0% - Minimum<br>1,000 Construction<br>Escrow                    |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Between \$50,000 - \$100,000                     |     | 4,000 + 7.0% of<br>amount over 50,000<br>Construction Escrow      |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate Between \$100,000 - \$500,000                    |     | 8,000 + 5.0% of<br>amount over<br>100,000<br>Construction Escrow  |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   | Construction Estimate More Than \$500,000                              |     | 28,000 + 4.0% of<br>amount over<br>500,000<br>Construction Escrow |
|             | <b>Notes:</b><br>Site Plan and Engineering Plan Review fees are nonrefundable.<br>Initial Site Plan Review Fee covers two reviews.<br>Initial Engineering Plan Review Fee covers three reviews.<br>Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project.<br>Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project.<br>These fees are for the City Engineer only. Additional fees from the Planning and Development, Building, or other City Departments may apply. |     |                   |                                                                        |     |                                                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   |                                                                        |     |                                                                   |
| Clerk       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                   |                                                                        |     |                                                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     | 101-110-04        | City Charter                                                           |     | 15                                                                |
| Clerk       | 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                                |  |
|       | 6-43            | 158 | 101-4-2150-456-00                | Application for license to sell                                               | 500                                |  |
|       |                 |     |                                  | Additional fee for DDA location                                               | 110                                |  |
| Clerk |                 |     |                                  | <b>Entertainment &amp; Misc. Fees</b>                                         |                                    |  |
|       | 10-47           |     | 101-4-2150-456-04                | Amusement arcades: license application                                        | 165                                |  |
|       |                 |     | 101-4-2150-456-04                | transfer fee                                                                  | 30                                 |  |
|       |                 |     | 101-4-2150-456-04                | multi-agents- each                                                            | 30                                 |  |
|       | 10-51           |     | 101-4-2150-456-04                | Fee per amusement machine                                                     | 15                                 |  |
|       | 10-54           |     | 101-4-2150-456-04                | License fee per device                                                        | 15                                 |  |
|       | 10-72           |     | 101-4-2150-456-04                | Application fee for amusement device license, application fee                 | 25                                 |  |
|       | 10-75           |     | 101-4-2150-456-04                | Application fee per machine                                                   | 15                                 |  |
|       |                 |     | 101-4-2150-456-04                | Grant of license per machine                                                  | 15                                 |  |
|       | 10-139          |     | 101-4-2150-456-04                | Billiard room, pool hall, license fee                                         | 200                                |  |
|       |                 |     | 101-4-2150-456-04                | per table                                                                     | 15                                 |  |
|       | 10-196          |     | 101-4-2150-456-04                | Cabaret license fee, per year                                                 | 80                                 |  |
|       | 22-76           |     | 101-4-2150-456-04                | Bed and breakfast application fee                                             | 80                                 |  |
|       | 22-80           |     | 101-4-2150-456-04                | Annual bed and breakfast, inn license fee                                     | 175                                |  |
|       | 22-117          |     | 101-4-2150-456-04                | Health club license application fee                                           | 80                                 |  |
|       | 22-121          |     | 101-4-2150-456-04                | Annual health club fee                                                        | 175                                |  |
|       | 22-178          |     | 101-4-2150-456-00                | Peddlers license application fee, investigation fee                           | 100                                |  |
|       | 82-47           |     | 101-4-2150-456-00                | Secondhand dealer license application fee                                     | 100                                |  |
|       | 82-49           |     | 101-4-2150-456-00                | Issuance of annual 2nd hand dealer license                                    | 100                                |  |
|       | 22-182          |     | 101-4-2150-456-00                | House to house soliciting by established business, various fee (monthly rate) | 80                                 |  |
|       |                 |     | 101-4-0000-694-01                | Mayor Officiating Wedding Ceremony                                            | 50                                 |  |
| Clerk |                 |     |                                  | <b>Taxicab Fees</b>                                                           |                                    |  |
|       | 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                                 |  |
|       | 114-136 (1)     |     |                                  | Rates of Fare                                                                 |                                    |  |
|       |                 |     |                                  | Mileage/Flag Drop                                                             |                                    |  |
|       |                 |     | Taxicab Fees approved by Council | Flag Drop                                                                     | 2                                  |  |
|       |                 |     | Taxicab Fees approved by Council | Mileage after flag drop                                                       | 0.25 per 1/8 mile or 2.00 per mile |  |
|       |                 |     | Taxicab Fees approved by Council | Waiting Time                                                                  | 0.25 per 45 seconds                |  |
|       | 114-136 (2)     |     | Taxicab Fees approved by Council | Hourly Rate (all time after first hour in .25 hour increments)                | 21 per hour                        |  |
| Clerk |                 |     |                                  | <b>Voting Fees</b>                                                            |                                    |  |
|       |                 |     | 101-4-0000-607-05                | Qualified Voter File (disks)                                                  | 10                                 |  |
|       |                 |     | 101-4-0000-607-05                | printed voter listing (same as copy charges)                                  |                                    |  |
|       |                 |     | 101-4-0000-607-05                | Ward/Precinct/Polling Location Maps                                           |                                    |  |
|       |                 |     | 101-4-0000-607-05                | 8x11                                                                          | 2.5                                |  |
|       |                 |     | 101-4-0000-607-05                | 11x17                                                                         | 3.5                                |  |
|       |                 |     | 101-4-0000-607-05                | 18x24                                                                         | 10                                 |  |
|       |                 |     | 101-4-0000-607-05                | 24x36                                                                         | 15                                 |  |
|       |                 |     | 101-4-0000-607-05                | 36x48                                                                         | 20                                 |  |
|       |                 |     |                                  | <b>Traffic and Vehicle Fees</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                                |  |

|                                |                 |     |                   |                                                                                        |                                                    |  |
|--------------------------------|-----------------|-----|-------------------|----------------------------------------------------------------------------------------|----------------------------------------------------|--|
| Treasurer                      |                 | 176 | 101-4-2530-462-00 | annual renewal                                                                         | 200                                                |  |
|                                | 102-106 (a)     | 200 | 101-4-2530-462-00 | 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                                                 |  |
|                                |                 | 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                                                |  |
|                                | 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                                                |  |
|                                | 102-192         |     | 101-4-3110-656-00 | Civil Infraction - Pedestrian or other traffic on the median.                          | 50                                                 |  |
| Treasurer                      |                 |     |                   | <b>Misc. Fees</b>                                                                      |                                                    |  |
|                                |                 |     |                   | 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                                                |  |
|                                |                 |     |                   | Online payment fees                                                                    |                                                    |  |
|                                |                 | N/A | N/A               | Amount of payment due is between: \$2.00-\$66.00                                       | 2.00/payment                                       |  |
| Administrative Hearings Bureau |                 | N/A | N/A               | Payment amount that exceed \$67.00                                                     | 3% of payment                                      |  |
|                                |                 |     |                   | <b>Building Regulations</b>                                                            |                                                    |  |
|                                | 18-52           | 230 | 101-4-3730-607-11 | State construction code                                                                | 1st Violation: \$50, \$75 after 10 business days   |  |
|                                |                 | 230 | 101-4-3730-607-11 |                                                                                        | 2nd Violation: \$100, \$125 after 10 business days |  |
|                                |                 | 230 | 101-4-3730-607-11 |                                                                                        | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 18-92           | 230 | 101-4-3730-607-11 | Property maintenance code                                                              | 1st Violation: \$50, \$75 after 10 business days   |  |
|                                |                 | 230 | 101-4-3730-607-11 |                                                                                        | 2nd Violation: \$100, \$125 after 10 business days |  |
|                                |                 | 230 | 101-4-3730-607-11 |                                                                                        | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 18-115          | 230 | 101-4-3730-607-11 | Violations generally                                                                   | 1st Violation: \$50, \$75 after 10 business days   |  |

|                                               |            |     |                                   |                                                                                      |                                                          |  |
|-----------------------------------------------|------------|-----|-----------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------|--|
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>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                                     |  |
| <b>Administrative<br/>Hearings<br/>Bureau</b> |            |     | <b>Environment &amp; Nuisance</b> |                                                                                      |                                                          |  |
|                                               | 42-55      | 230 | 101-4-3730-607-11                 | Property maintenance nuisance                                                        | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
|                                               | 42-68      | 230 | 101-4-3730-607-11                 | Litter (see 70-38)                                                                   | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                               |            |     | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$150,<br>\$175 after 10<br>business days |  |
|                                               |            |     | 101-4-3730-607-11                 |                                                                                      | 3rd Violation: \$300,<br>\$325 after 10<br>business days |  |
|                                               | 50-34      |     | 101-4-3730-607-11                 | Fire Prevention Code (when designated as blight violation)                           | \$100-\$500, plus<br>\$25 after 10<br>business days      |  |
|                                               | 71-72      |     | 101-4-3730-607-11                 | Specific Violations (raw building materials, junk waste, abandoned<br>refrigerators) | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                               |            |     | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$150,<br>\$175 after 10<br>business days |  |
|                                               |            |     | 101-4-3730-607-11                 |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
|                                               |            |     | <b>Solid Waste</b>                |                                                                                      |                                                          |  |
|                                               | 86-32      | 230 | 101-4-3730-607-11                 | Disposal arrangements                                                                | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
|                                               | 86-33      | 230 | 101-4-3730-607-11                 | Commercial properties                                                                | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                               |            | 230 | 101-4-3730-607-11                 |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |

|                                |        |     |                   |                                                                            |                                                    |  |
|--------------------------------|--------|-----|-------------------|----------------------------------------------------------------------------|----------------------------------------------------|--|
| Administrative Hearings Bureau |        | 230 | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 86-34  | 230 | 101-4-3730-607-11 | Residential properties                                                     | 1st Violation: \$50, \$75 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100, \$125 after 10 business days |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 86-35  | 230 | 101-4-3730-607-11 | Multiple Dwellings                                                         | 1st Violation: \$50, \$75 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100, \$125 after 10 business days |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 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   |  |
|                                |        |     | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$100, \$125 after 10 business days |  |
|                                |        |     | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |
| Administrative Hearings Bureau |        |     | Snow Removal      |                                                                            |                                                    |  |
|                                | 94-136 | 230 | 101-4-3730-607-11 | Snow removal from sidewalk adjacent to residential and commercial premises | 1st Violation: \$15, \$40 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$50, \$75 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 94-136 | 230 | 101-4-3730-607-11 | Snow removal from parking lot serving less than 10 dwelling units          | 1st Violation: \$15, \$40 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$50, \$75 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |
|                                | 94-136 | 230 | 101-4-3730-607-11 | Snow removal from parking lot serving 10 or more dwelling units            | 1st Violation: \$15, \$40 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 2nd Violation: \$50, \$75 after 10 business days   |  |
|                                |        | 230 | 101-4-3730-607-11 |                                                                            | 3rd Violation: \$200, \$225 after 10 business days |  |



|                                      |        |     |                            |                                                                                                                                                                                                                                                                    |                                                          |  |
|--------------------------------------|--------|-----|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--|
|                                      | 110-34 | 230 | 101-4-3730-607-11          | Trees and shrubs                                                                                                                                                                                                                                                   | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
| Administrative<br>Hearings<br>Bureau |        |     | <b>Vegetation</b>          |                                                                                                                                                                                                                                                                    |                                                          |  |
|                                      | 110-81 | 230 | 101-4-3730-607-11          | Grass and weed control                                                                                                                                                                                                                                             | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
|                                      | 110-85 | 204 | 101-4-3720-607-06          | Lien collection charge for cost of cutting weeds                                                                                                                                                                                                                   | 50                                                       |  |
| Administrative<br>Hearings<br>Bureau |        |     | <b>Zoning Violations</b>   |                                                                                                                                                                                                                                                                    |                                                          |  |
|                                      | 122-8  | 230 | 101-4-3730-607-11          | Zoning                                                                                                                                                                                                                                                             | 1st Violation: \$50,<br>\$75 after 10<br>business days   |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100,<br>\$125 after 10<br>business days |  |
|                                      |        | 230 | 101-4-3730-607-11          |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200,<br>\$225 after 10<br>business days |  |
| Administrative<br>Hearings<br>Bureau |        |     | <b>AHB Ordinance Costs</b> |                                                                                                                                                                                                                                                                    |                                                          |  |
|                                      |        | 230 | 101-4-3730-607-11          | Abatement costs                                                                                                                                                                                                                                                    | Actual cost plus fee                                     |  |
|                                      |        | 230 | 101-4-3730-607-11          | Prosecution Costs                                                                                                                                                                                                                                                  | 75                                                       |  |
|                                      |        | 230 | 101-4-3730-607-11          | Building Costs                                                                                                                                                                                                                                                     | 75                                                       |  |
|                                      |        | 230 | 101-4-3730-607-11          | Administrative Hearings Bureau (AHB) Costs                                                                                                                                                                                                                         | 250                                                      |  |
|                                      |        | 230 | 101-4-3730-607-11          | Administrative Hearings Bureau Costs - Waiver                                                                                                                                                                                                                      | Waive \$50 in AHB<br>Costs if paid within<br>30 days     |  |
|                                      |        | 230 | 101-4-3730-607-11          | State JSA (set by state statute)                                                                                                                                                                                                                                   | 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                                                       |  |
| Department of<br>Public Services     |        |     | 202(3)-4-0000-576-01       | Street cut or curb cut - per opening                                                                                                                                                                                                                               | 60                                                       |  |
|                                      |        |     |                            | Right of Way permit                                                                                                                                                                                                                                                | 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. |                                                          |  |
|                                      |        |     | 101-265-01                 | property line to back of curb                                                                                                                                                                                                                                      | 3000                                                     |  |
|                                      |        |     | 101-265-01                 | property line to 1/2 pavement width                                                                                                                                                                                                                                | 5000                                                     |  |
|                                      |        |     | 101-265-01                 | property line to full pavement width                                                                                                                                                                                                                               | 10,000                                                   |  |
|                                      | 94-112 |     |                            | Moving building, license application fee<br>(*Owner also responsible for materials used)                                                                                                                                                                           | 320+*                                                    |  |
|                                      |        |     | 226-4-0000-626-03          | Recycle bins - each                                                                                                                                                                                                                                                | 9                                                        |  |
|                                      |        |     | 226-4-0000-694-01          | Trash Stickers                                                                                                                                                                                                                                                     | 2                                                        |  |

|                               |                |     |                      |                                                                                                                                                                                                                   |                                             |                |
|-------------------------------|----------------|-----|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------|
|                               | 110-77         |     | 101-4-3720-607-06    | Manufactured Fertilizer Commercial Applicator                                                                                                                                                                     | 25                                          |                |
| Department of Public Services |                |     |                      | <b>Administrative Fees</b>                                                                                                                                                                                        |                                             |                |
|                               |                |     | 101-4-4410-676-03    | Administration fee (monthly billings & special service invoices)                                                                                                                                                  | 10% for annual amounts less than \$25,000   |                |
|                               |                |     | 101-4-4410-676-03    | Administration fee (monthly billings & special service invoices)                                                                                                                                                  | 5% for annual amounts over \$25,000         |                |
|                               |                |     | 101-4-4410-676-03    | Late fee for invoices                                                                                                                                                                                             |                                             |                |
|                               |                |     | 101-4-4410-676-03    | Over 30 days                                                                                                                                                                                                      | 2%                                          |                |
|                               |                |     | 101-4-4410-676-03    | Over 60 days                                                                                                                                                                                                      | Additional 2%                               |                |
|                               |                |     | 202(3)-4-0000-476-01 | 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                                          |                |
|                               |                |     | 101-4-4410-676-03    | Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)                                                                                                                        | 50                                          |                |
|                               |                |     | 101-4-4410-676-03    | Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)                                                                                          | 3                                           | 5              |
|                               |                |     |                      |                                                                                                                                                                                                                   |                                             |                |
| Facilities                    |                |     |                      | <b>Facilities and Public Property</b>                                                                                                                                                                             |                                             |                |
|                               | 78-124         | 184 | 101-273-11           | Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool (Reservation Fees (per hour, non-refundable, due 60 days in advance)                                                    |                                             |                |
|                               |                |     | 101-273-11           | Senior Center (2 hr min.)                                                                                                                                                                                         | 40/hr                                       |                |
|                               |                |     | 101-273-11           | Parkridge Community Center (2 hr. min.)                                                                                                                                                                           | 30/hr                                       |                |
|                               |                |     | 101-273-11           | Damage deposit (refundable, due 14 days in advance)                                                                                                                                                               | 200                                         |                |
|                               |                |     |                      | Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including |                                             |                |
|                               |                |     |                      | Fees for the Freighthouse and Farmers Market shall be determined by the Friends of the Ypsilanti                                                                                                                  |                                             |                |
|                               |                |     |                      | Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event                                                                                                      |                                             |                |
| Parks                         | 78-125         |     |                      | <b>Park Reservation Fees</b>                                                                                                                                                                                      |                                             |                |
|                               |                |     | 101-4-4420-676-05    | Gazebo Rental (Riverside Park)                                                                                                                                                                                    | 100/ first 2 hours, 25 each additional hour |                |
|                               |                |     | 101-4-4420-676-05    | Pavillion Rental (resident)                                                                                                                                                                                       | 55/first 2 hours, 25 each additional hour   |                |
|                               |                |     | 101-4-4420-676-05    | Pavillion Rental (nonresident)                                                                                                                                                                                    | 65/first 2 hours, 25 each additional hour   |                |
|                               |                |     | 101-4-4420-676-05    | Riverside Park Key (refundable deposit)                                                                                                                                                                           | 20                                          | 25             |
|                               |                |     |                      | <b>Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees</b>                                                                                                               |                                             |                |
|                               |                |     |                      | <b>Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit</b>                                                                                                                        |                                             |                |
|                               |                |     |                      | <b>Special Event Applicant shall reimburse the City for actual costs of cleanup (including but</b>                                                                                                                |                                             |                |
|                               |                |     |                      |                                                                                                                                                                                                                   |                                             |                |
| Fiscal Services               |                | 112 | 101-4-0000-607-05    | Reprint of W-2/1099-R                                                                                                                                                                                             | 6                                           |                |
|                               |                | 112 | 101-4-0000-607-05    | Copy of Payroll check stub                                                                                                                                                                                        | 6                                           |                |
|                               |                |     |                      |                                                                                                                                                                                                                   |                                             |                |
| Film Permits                  | 10-312         |     | 101-4-4420-676-03    | Permit for Film on Public Property                                                                                                                                                                                | 250                                         |                |
|                               |                |     | 101-4-4420-676-03    | Permit for Film on Private Property                                                                                                                                                                               | 100                                         |                |
|                               |                |     | 101-4-4420-676-03    | Deposit (if City Services are required)                                                                                                                                                                           | 3000                                        |                |
|                               |                |     | 101-4-4420-676-05    | Daily Public Property Use-per day                                                                                                                                                                                 | 107                                         |                |
| Special Events Parking        | 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                                          |                |
|                               |                |     | 101-4-2530-462-00    | Special Events Parking Permit                                                                                                                                                                                     | 10/day                                      |                |
|                               |                |     |                      | Parking Lot Rental (Class 1 and 2 Events)                                                                                                                                                                         |                                             | \$250/day & up |
|                               |                |     |                      | Parking Lot Rental (Class 3 and 4 Events)                                                                                                                                                                         |                                             | \$350/day & up |

|                                        |  |     |                   |                                                                                                                                                                                                                                                                                                                                                                               |              |       |
|----------------------------------------|--|-----|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|
|                                        |  |     |                   | Notes: The City reserves the right to approve public parking lot rentals on a case by case basis as well as charge for parking during special events.                                                                                                                                                                                                                         |              |       |
| Special Events Labor                   |  |     |                   | <b>Labor Fees:</b>                                                                                                                                                                                                                                                                                                                                                            |              |       |
|                                        |  | 192 | 101-4-3070-676-02 | Police Officer                                                                                                                                                                                                                                                                                                                                                                | 53/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Police Sergeant                                                                                                                                                                                                                                                                                                                                                               | 67/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Police Lieutenant                                                                                                                                                                                                                                                                                                                                                             | 69/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Police Chief                                                                                                                                                                                                                                                                                                                                                                  | 47/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Dispatcher                                                                                                                                                                                                                                                                                                                                                                    | 69/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Dispatch Supervisor                                                                                                                                                                                                                                                                                                                                                           | 87/hr        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Dispatch                                                                                                                                                                                                                                                                                                                                                                      | 35/hr        |       |
|                                        |  | 192 | 101-4-3390-676-01 | Firefighter                                                                                                                                                                                                                                                                                                                                                                   | 36/hr        |       |
|                                        |  | 192 | 101-4-3390-676-01 | Firefighter Officer                                                                                                                                                                                                                                                                                                                                                           | 43/hr        |       |
|                                        |  | 192 | 101-4-3390-676-01 | Fire Chief                                                                                                                                                                                                                                                                                                                                                                    | 80/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Operator ST                                                                                                                                                                                                                                                                                                                                                               | 34/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Operator OT                                                                                                                                                                                                                                                                                                                                                               | 51/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Operator DT                                                                                                                                                                                                                                                                                                                                                               | 68/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Supervisor ST                                                                                                                                                                                                                                                                                                                                                             | 40/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Supervisor OT                                                                                                                                                                                                                                                                                                                                                             | 60/hr        |       |
|                                        |  |     | 101-4-4420-676-04 | DPS Supervisor DT                                                                                                                                                                                                                                                                                                                                                             | 80/hr        |       |
| Special Events Administrative Services |  |     | 101-4-4420-676-04 | Parade Route                                                                                                                                                                                                                                                                                                                                                                  | 81           |       |
|                                        |  |     | 101-4-4420-676-04 | Traffic Control Plan                                                                                                                                                                                                                                                                                                                                                          | 81           |       |
|                                        |  |     | 101-4-4420-676-04 | Walk/Run Route                                                                                                                                                                                                                                                                                                                                                                | 81           |       |
|                                        |  |     | 101-284-08        | 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 and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)) |              |       |
| Special Events Equipment               |  |     |                   | <b>Equipment: Police &amp; Fire</b>                                                                                                                                                                                                                                                                                                                                           |              |       |
|                                        |  | 192 | 101-4-3070-676-02 | Mobile Command                                                                                                                                                                                                                                                                                                                                                                | 11.44        |       |
|                                        |  | 192 | 101-4-3070-676-02 | Police Cruiser                                                                                                                                                                                                                                                                                                                                                                | 8.09         |       |
|                                        |  | 192 | 101-4-3390-676-01 | Class 1 Engine                                                                                                                                                                                                                                                                                                                                                                | 450          |       |
|                                        |  | 192 | 101-4-3390-676-01 | Aerial Truck                                                                                                                                                                                                                                                                                                                                                                  | 650          |       |
|                                        |  | 192 | 101-4-3390-676-01 | Support Vehicle                                                                                                                                                                                                                                                                                                                                                               | 150          |       |
|                                        |  |     |                   | <b>Equipment: Department of Public Services</b>                                                                                                                                                                                                                                                                                                                               |              |       |
|                                        |  |     | 101-4-4410-676-03 | Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)                                                                                                                                                                                                                                                                                                          | 25.00/per 10 |       |
|                                        |  |     | 101-4-4410-676-03 | Barricades - small                                                                                                                                                                                                                                                                                                                                                            | 4.00/Day     |       |
|                                        |  |     | 101-4-4410-676-03 | Barricades - large (for street closures)                                                                                                                                                                                                                                                                                                                                      | 15.00/Day    |       |
|                                        |  |     | 101-4-4410-676-03 | Traffic Cones 18" or 25"                                                                                                                                                                                                                                                                                                                                                      | 2.00/Day     |       |
|                                        |  |     | 101-4-4410-676-03 | Traffic Cones 42"                                                                                                                                                                                                                                                                                                                                                             | 3.00/Day     |       |
|                                        |  |     | 101-4-4410-676-03 | Road Signs                                                                                                                                                                                                                                                                                                                                                                    | 8.00/Day     |       |
|                                        |  |     | 101-4-4410-676-03 | Car - Crown Vic (V #23)                                                                                                                                                                                                                                                                                                                                                       | 7.44         | 7.53  |
|                                        |  |     | 101-4-4410-676-03 | Arrowboard (V #2)                                                                                                                                                                                                                                                                                                                                                             | 4.67         | 5.47  |
|                                        |  |     | 101-4-4410-676-03 | Snow Blower (V #3)                                                                                                                                                                                                                                                                                                                                                            | 3.18         | 3.15  |
|                                        |  |     | 101-4-4410-676-03 | Stake Truck (V #131)                                                                                                                                                                                                                                                                                                                                                          | 9.52         | 9.36  |
|                                        |  |     | 101-4-4410-676-03 | Dump Truck (V #100)                                                                                                                                                                                                                                                                                                                                                           | 39.56        | 39.28 |
|                                        |  |     | 101-4-4410-676-03 | Pickup Truck (V #101)                                                                                                                                                                                                                                                                                                                                                         | 9.32         | 9.24  |
|                                        |  | 192 | 101-4-4410-676-03 | Small Dump truck (V #104)                                                                                                                                                                                                                                                                                                                                                     | 9.32         | 9.24  |
|                                        |  | 192 | 101-4-4410-676-03 | Large Dump truck-no plow (V #109 no plow)                                                                                                                                                                                                                                                                                                                                     | 39.56        | 39.28 |
|                                        |  | 192 | 101-4-4410-676-03 | Large Dump truck with plow (V #109)                                                                                                                                                                                                                                                                                                                                           | 54.13        | 52.32 |
|                                        |  | 192 | 101-4-4410-676-03 | Van with aerial lift (V #112)                                                                                                                                                                                                                                                                                                                                                 | 19.31        | SOLD  |
|                                        |  | 192 | 101-4-4410-676-03 | Trailer (V-117)                                                                                                                                                                                                                                                                                                                                                               | 5.92         | 8.74  |
|                                        |  | 192 | 101-4-4410-676-03 | Weed Whip (V #423)                                                                                                                                                                                                                                                                                                                                                            | 2.79         | 4.82  |

|                                                  |        |     |                                                                                |                                                                   |                              |           |
|--------------------------------------------------|--------|-----|--------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------|-----------|
|                                                  |        | 192 | 101-4-4410-676-03                                                              | Mower (V 448)                                                     | 23.59                        | 23.6      |
|                                                  |        | 192 | 101-4-4410-676-03                                                              | Sweeper (V #139)                                                  | 86.12                        | 89.72     |
|                                                  |        | 192 | 101-4-4410-676-03                                                              | Loader (V #129)                                                   | 77.46                        | 90.91     |
|                                                  |        | 192 | 101-4-4410-676-03                                                              | Rear Packet Truck (V#603)                                         | 24.33/hr                     | 24.19/hr  |
|                                                  |        | 192 | 101-4-4410-676-03                                                              | Bobcat (V#128)                                                    | 39.15/hr                     | 51.87/hr  |
|                                                  |        |     | 101-4-4410-676-03                                                              | Bobcat with Palled Fork                                           | 43.89/hr                     | 56.23/hr  |
|                                                  |        |     | 101-4-4410-676-03                                                              | Bobcat with Backhoe                                               | 42.77/hr                     | 55.51/hr  |
|                                                  |        |     | 101-4-4410-676-03                                                              | Bobcat with Snow Pusher                                           | 168.52/hr                    | 175.19/hr |
|                                                  | 110    |     | 101-4-3720-607-06                                                              | Manufactured Fertilizer Commercial Applicator                     | 25                           |           |
| Special Events<br>Application and<br>Permit Fees | 10-268 |     | Festival - Special Events use fees and Park Registration Fees (merged in 2009) |                                                                   |                              |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Special Events Application Fee (nonrefundable)                    | 25                           |           |
|                                                  |        |     | Special Events Permit Fees (nonrefundable, due 14 days in advance)             |                                                                   |                              |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 4a events (alcohol, more than 10,000 participants)          | 500/day                      |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 4 events (more than 10,000 participants)                    | 400/day                      |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 3a events (alcohol)                                         | 300/day                      |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 3 events                                                    | 200/day                      |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 2 events                                                    | 65                           |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 1 events                                                    | 55                           |           |
|                                                  |        | 194 | 101-4-3070-476-01                                                              | Local Street Closure Permit (per street)                          | 100                          |           |
|                                                  |        | 194 | 101-4-3070-476-01                                                              | Major Street Closure Permit (per street)                          | 160                          |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Recurring Event Permit                                            | See Special Events<br>Policy |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Wedding Permit                                                    | See Special Events<br>Policy |           |
|                                                  |        |     | 101-4-3070-476-00                                                              | Noise Permit                                                      | 20                           |           |
|                                                  |        |     | 101-4-3710-461-05                                                              | Sign/Banner Permit                                                | 28                           |           |
|                                                  |        |     | 101-7-3710-757-00                                                              | Banner fees (non-refundable, due 30 days in advance, must receive | Actual Cost                  |           |
|                                                  |        |     | Event Security deposit (refundable, due 14 days in advance)                    |                                                                   |                              |           |
|                                                  |        |     |                                                                                |                                                                   |                              |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 4a events (alcohol, more than 10,000 participants)          | 6000                         |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 4 events                                                    | 5000                         |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 3a events (alcohol, less than 10,000 participants)          | 2000                         |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 3 events                                                    | 1000                         |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 2 events                                                    | 500                          |           |
|                                                  |        | 192 | 101-284-03                                                                     | Class 1 events                                                    | 100                          |           |
|                                                  |        | 192 | 101-284-03                                                                     | Surety bond in lieu of damage deposit (subject to City Attorney   | 10,000                       |           |
| Special Events<br>Capital Park<br>Improvement    |        |     |                                                                                | Capital Park Improvement Fee                                      |                              |           |
|                                                  |        |     |                                                                                | Class 1 events                                                    | 0                            |           |
|                                                  |        |     |                                                                                | Class 2 events                                                    | 0                            |           |
|                                                  |        |     | 101-273-19 or<br>101-4-7170-607-03                                             | Class 3 Events                                                    | 250/day                      |           |
|                                                  |        |     | 101-273-19 or<br>101-4-7170-607-03                                             | Class 3a events                                                   | 1000/day                     |           |
|                                                  |        |     | 101-273-19 or<br>101-4-7170-607-03                                             | Class 4 events                                                    | 1000/day                     |           |
|                                                  |        |     | 101-273-19 or<br>101-4-7170-607-03                                             | Class 4a events                                                   | 1000/day                     |           |
| Special Events<br>Utilities                      |        |     |                                                                                | Utility Fee-Electric                                              |                              |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 4 events                                                    | \$100/Day                    |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 3 events                                                    | \$100/Day                    |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 2 events                                                    | 25/Day                       |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 1 events                                                    | 25/Day                       |           |
|                                                  |        |     |                                                                                | Utility Fee-Water                                                 |                              |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 4 events                                                    | 50/Day                       |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 3 events                                                    | 50/Day                       |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 2 events                                                    | 15/Day                       |           |
|                                                  |        | 192 | 101-4-4420-676-03                                                              | Class 1 events                                                    | 15/Day                       |           |



|                                                                      |        |     |                                                         |                                                                                                                                                                                                                                                        |                               |  |
|----------------------------------------------------------------------|--------|-----|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|                                                                      | 10-271 |     |                                                         | Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Bldg. Dept.)                                                                                                   | No Hard Wiring                |  |
|                                                                      |        |     | 101-4-4420-676-04                                       | Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)                                                                                                                                         | Actual Cost<br>(2 hours min.) |  |
| <b>Special Events<br/>Trash &amp; Site<br/>Restoration</b>           |        |     |                                                         | <b>Trash and Clean Up</b>                                                                                                                                                                                                                              |                               |  |
|                                                                      |        |     |                                                         | 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) |                               |  |
|                                                                      |        |     | 101-4-4420-676-04                                       | Trash per cubic yard                                                                                                                                                                                                                                   | 30.00/cy                      |  |
|                                                                      |        |     |                                                         | Site Restoration                                                                                                                                                                                                                                       |                               |  |
|                                                                      |        |     | 101-4-4420-676-04                                       | Failure to restore site by 1:00 p.m. day following event                                                                                                                                                                                               | 50/day                        |  |
|                                                                      |        |     | 101-4-4420-676-04                                       | City site restoration                                                                                                                                                                                                                                  | \$150, plus labor and fringes |  |
|                                                                      |        |     |                                                         |                                                                                                                                                                                                                                                        |                               |  |
| <b>Ordinance</b>                                                     |        |     |                                                         | <b>Animals</b>                                                                                                                                                                                                                                         |                               |  |
|                                                                      | 14-3   | 134 | 101-4-3110-607-09                                       | Impoundment fees - reclaim fee                                                                                                                                                                                                                         | 16                            |  |
|                                                                      | 14-34  | 102 | 101-4-3720-461-06                                       | Animal license, reapplication fee - human s.                                                                                                                                                                                                           | 11                            |  |
|                                                                      | 14-53  | 102 | 101-4-3720-461-06                                       | Various animal license fees - New Ordinances                                                                                                                                                                                                           |                               |  |
|                                                                      | 14-54  | 102 | 101-4-3720-461-06                                       | Animal license replacement fee                                                                                                                                                                                                                         |                               |  |
|                                                                      | 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                             |  |
|                                                                      | 14-86  | 102 | 101-4-3720-461-06                                       | Animal permit transfer                                                                                                                                                                                                                                 | 11                            |  |
|                                                                      | 14-131 | 102 | 101-4-3720-461-06                                       | Kennel license                                                                                                                                                                                                                                         | 78                            |  |
|                                                                      | 14-13  | 102 | 101-4-3720-461-06                                       | Chicken Permit Application                                                                                                                                                                                                                             | 25                            |  |
|                                                                      |        |     |                                                         | <b>Medical Marijuana</b>                                                                                                                                                                                                                               |                               |  |
|                                                                      | 22-205 | 234 | 101-4-2150-456-03                                       | Medical Marijuana Application                                                                                                                                                                                                                          | 2500                          |  |
|                                                                      | 22-205 | 234 | 101-4-2150-456-03                                       | Application Renewal                                                                                                                                                                                                                                    | 1100                          |  |
|                                                                      |        |     |                                                         |                                                                                                                                                                                                                                                        |                               |  |
| <b>Police/Fire:<br/>Cost Recovery<br/>for Emergency<br/>Services</b> | 38-135 |     |                                                         | <b>Fire Emergency Response</b>                                                                                                                                                                                                                         |                               |  |
|                                                                      |        | 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                            |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | FIRE OFFICER                                                                                                                                                                                                                                           | 43                            |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | FIRE INSPECTOR                                                                                                                                                                                                                                         | 43                            |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | EMS Standby (2 EMTs)                                                                                                                                                                                                                                   | \$80 / Hour                   |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | Fire Standby Pyrotechnic (includes inspection)                                                                                                                                                                                                         | 250                           |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | Fire Display (includes inspection)                                                                                                                                                                                                                     | 250                           |  |
|                                                                      |        | 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                            |  |
|                                                                      | 38-40  |     |                                                         | <b>False Alarms and Illegal Burns</b>                                                                                                                                                                                                                  |                               |  |
|                                                                      |        |     |                                                         | False alarm and illegal burn fees                                                                                                                                                                                                                      |                               |  |
|                                                                      |        |     |                                                         | first occurrence in calendar year                                                                                                                                                                                                                      | 0                             |  |
|                                                                      |        |     |                                                         | second occurrence in calendar year                                                                                                                                                                                                                     | warning                       |  |
|                                                                      |        |     |                                                         | third, fourth and fifth occurrences in calendar yr.                                                                                                                                                                                                    |                               |  |
|                                                                      |        | 144 | 101-4-3070-676-02                                       | for Police                                                                                                                                                                                                                                             | 100                           |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | for Fire                                                                                                                                                                                                                                               | 300                           |  |
|                                                                      |        |     |                                                         | six or more occurrences in calendar year                                                                                                                                                                                                               |                               |  |
|                                                                      |        | 144 | 101-4-3070-676-02                                       | for Police                                                                                                                                                                                                                                             | 200                           |  |
|                                                                      |        | 144 | 101-4-3390-676-01                                       | for Fire                                                                                                                                                                                                                                               | 1000                          |  |
|                                                                      | 38-78  |     | Incidents Involving Persons Driving Under The Influence |                                                                                                                                                                                                                                                        |                               |  |

|                                                 |                  |     |                                  |                                                                                                   |                                                                    |     |
|-------------------------------------------------|------------------|-----|----------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----|
|                                                 |                  |     | 101-4-3070-601-01                | OWI                                                                                               | 155                                                                |     |
|                                                 |                  |     | 101-4-3070-601-01                | OWI with accident                                                                                 | 205                                                                |     |
|                                                 |                  |     | 101-4-3070-601-01                | OWI with blood draw                                                                               | 230                                                                |     |
|                                                 |                  |     |                                  |                                                                                                   |                                                                    |     |
| <b>Police/Fire:<br/>Records and<br/>Reports</b> |                  |     | 101-4-0000-607-05                | Accident or incident report / Arson Investigation                                                 | 15                                                                 |     |
|                                                 |                  |     | 101-4-0000-607-05                | Police Report                                                                                     | 10                                                                 |     |
|                                                 |                  |     | 101-4-0000-607-05                | per additional page                                                                               | 1                                                                  |     |
|                                                 |                  |     | 101-4-0000-607-05                | Local Records Check                                                                               | 30                                                                 |     |
|                                                 |                  |     | 101-4-0000-607-05                | Letter of identification                                                                          | n/a                                                                |     |
|                                                 |                  |     |                                  |                                                                                                   |                                                                    |     |
| <b>Police</b>                                   |                  |     | <b>Bicycle Registration Fees</b> |                                                                                                   |                                                                    |     |
|                                                 | 102-34 (6.30(5)) | 212 | 101-4-3720-461-07                | Bicycle registration fee                                                                          | 5.00                                                               |     |
|                                                 | 102-34 (6.30(6)) | 212 | 101-4-3720-461-07                | Bicycle registration fee - change of ownership                                                    | 5.00                                                               |     |
|                                                 | 102-34 (6.30(7)) | 212 | 101-4-3720-461-07                | Bicycle registration fee - loss of license plate                                                  | 5.00                                                               |     |
|                                                 |                  |     |                                  | Bike license                                                                                      | n/a                                                                |     |
|                                                 |                  |     |                                  |                                                                                                   | Transfer of bike license                                           | n/a |
| <b>Police</b>                                   |                  |     | <b>Parking Fees</b>              |                                                                                                   |                                                                    |     |
|                                                 | 102-61 (a)       | 140 | 101-4-3110-607-10                | Parking rates: per hour                                                                           | 0.75                                                               |     |
|                                                 | 102-61 (b)       | 140 | 101-4-3110-607-10                | 10 hour parking per hour                                                                          | 0.50                                                               |     |
|                                                 | 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                                                              |     |
|                                                 | 102-81 (a)       | 200 | 101-4-3110-656-00                | Parking violations - failure to admit responsibility                                              | 15.00                                                              |     |
|                                                 |                  | 200 | 101-4-3110-656-00                | additional notice violation fee                                                                   | 25.00                                                              |     |
|                                                 | 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 | 20.00. If not paid within 10 days, additional 30.00 added by court |     |
|                                                 |                  | 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 | 20.00. If not paid within 10 days, additional \$30 added by Court |  |
|                                       |  | 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 |                                                                                                   |                                                                   |  |
| Police                                |  |     | <b>Audio/Visual</b>                                                                                        |                                                                                                   |                                                                   |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Photograph- Digital Print                                                                         | 3/photo                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Photograph- Disk                                                                                  | 25/disk                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Photo processing (per photo + applicable FOIA charges)                                            | 1/photo                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Audio disks (i.e., 911 calls)                                                                     | 25/disk                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | In-car camera video                                                                               | 25/disk                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Station Video                                                                                     | 25/disk                                                           |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Processing cassette tapes/cds/dvds (per 15 minutes)                                               | Sgt's hourly rate                                                 |  |
| Police                                |  |     | <b>Misc. Police Fees</b>                                                                                   |                                                                                                   |                                                                   |  |
|                                       |  | 170 | 101-4-3070-456-01                                                                                          | Public vehicle license                                                                            | 30                                                                |  |
|                                       |  | 170 | 101-4-3070-456-01                                                                                          | Replacement of valid public vehicle license                                                       | 30                                                                |  |
|                                       |  |     | 101-4-0000-694-01                                                                                          | Gold and silver registration (approval)                                                           | 55                                                                |  |
|                                       |  |     | 101-4-0000-694-01                                                                                          | Gold and silver registration (if denied)                                                          | 35                                                                |  |
|                                       |  |     | 101-4-0000-694-01                                                                                          | Preliminary Blood Testing (court ordered)                                                         | 20                                                                |  |
|                                       |  |     |                                                                                                            | Fingerprinting (court ordered and liquor control only)                                            | No Charge                                                         |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Fingerprinting (Live scan)                                                                        | 65                                                                |  |
|                                       |  |     | 101-4-3070-676-02                                                                                          | Fingerprinting (Ink prints)                                                                       | 20/card                                                           |  |
|                                       |  |     |                                                                                                            | Gun purchase (first card)                                                                         | 0 (State law)                                                     |  |
|                                       |  |     | 101-4-2150-607-07                                                                                          |                                                                                                   | \$10 for notarizing                                               |  |
|                                       |  | 218 | 101-4-3070-698-02                                                                                          | Processing bond money for other departments                                                       | 10 (State law)                                                    |  |
|                                       |  |     |                                                                                                            | 24 hour Liquor License                                                                            | n/a                                                               |  |
|                                       |  |     |                                                                                                            |                                                                                                   |                                                                   |  |
| OFFERED BY:<br>SUPPORTED BY:<br>Vote: |  |     |                                                                                                            |                                                                                                   |                                                                   |  |



REQUEST FOR LEGISLATION  
June 16, 2015

From: Stan Kirton, Public Services Director

Subject: Michigan Department of Transportation Contract No. 15-5243 for 2015  
Adams Street Project

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SUMMARY & BACKGROUND:

Federal Surface Transportation Program - Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for resurfacing of Adams Street between Pearl Street and Cross Street in the 2015 construction season. This project is anticipated to include paving removal, resurfacing with asphalt, curb and gutter replacement, driveway replacement, side walk ramps installation, drainage improvements and water main replacement. Water main work will be coordinated with YCUA.

The total resurfacing cost is estimated at \$477,600, less \$390,900 Federal Funds. The City's total cost for this project will be approximately \$206,500, which includes design engineering, construction engineering and construction costs. The City's cost will be funded by Major Road Funds, County Millage proceeds and YCUA contributions. The water main replacement costs are estimated at \$243,300.

The FY 2015-2016 budget has allocated funding for the construction costs and construction engineering services needed for this project.

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RECOMMENDED ACTION: Approval

ATTACHMENTS: MDOT Contract No. 15-5243, Resolution

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CITY MANAGER APPROVAL: \_\_\_\_\_ AGENDA DATE: June 16, 2015

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

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





Resolution No. 2015 - 137  
June 16, 2015

**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 Adams Street between Pearl Street and Cross Street in the year 2015 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. 15-5243; and

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

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

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

YES:                      NO:                      ABSENT:                      VOTE:

(ADVANCE CONSTRUCTION CONTRACT)  
STP

DA  
Control Section STU 81475  
Job Number 126926A  
Project STP 1581(224)  
Federal Item No. HK 0310  
CFDA No. 20.205 (Highway  
Research Planning &  
Construction)  
Contract No. 15-5243

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 14, 2015, attached hereto and made a part hereof:

#### PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction work along North Adams Street from Pearl Street northerly to Cross Street; including curb and gutter, driveway, sidewalk ramp and pavement marking work; and all together with necessary related work.

#### PART B – NO FEDERAL PARTICIPATION

Watermain work along North Adams Street from Pearl Street northerly to Cross Street; including sanitary sewer video recording and cleaning and audio and visual recording work; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the PROJECT will be performed as an advance construction project; and

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

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

## SURFACE TRANSPORTATION PROGRAM

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

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

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

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

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

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

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

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

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

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

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

|        |           |
|--------|-----------|
| PART A | \$358,200 |
| PART B | \$ 0      |
| TOTAL  | \$358,200 |



The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within ten (10) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 10 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 10 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

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

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

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

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

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the

DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

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

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the

DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

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



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

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

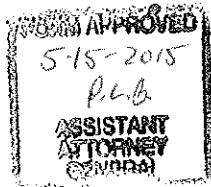
CITY OF YPSILANTI

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

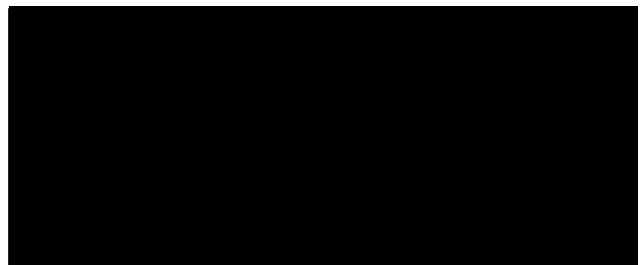
By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

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



RDS  
5/19/15



May 14, 2015

EXHIBIT I

|                 |               |
|-----------------|---------------|
| CONTROL SECTION | STU 81475     |
| JOB NUMBER      | 126926A       |
| PROJECT         | STP 1581(224) |

ESTIMATED COST

CONTRACTED WORK

|                | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$477,600     | \$243,300     | \$720,900    |

COST PARTICIPATION

|                                               |                  |                  |                  |
|-----------------------------------------------|------------------|------------------|------------------|
| GRAND TOTAL ESTIMATED COST                    | \$477,600        | \$243,300        | \$720,900        |
| Less Federal Funds (Advance Construction)     |                  |                  |                  |
| Future Fiscal Year*                           | <u>\$390,900</u> | <u>\$      0</u> | <u>\$390,900</u> |
| REQUESTING PARTY'S SHARE (Future Fiscal Year) | \$ 86,700        | \$243,300        | \$330,000        |

\*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

|                                                                  |                  |
|------------------------------------------------------------------|------------------|
| DEPOSIT (75% of Advance Construction Portion PART A - \$477,600) | \$358,200        |
| (NONE REQUIRED - PART B)                                         | <u>\$      0</u> |
|                                                                  | \$358,200        |

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement



- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.



### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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



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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.



## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.



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

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

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

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

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

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

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



ARCHITECTS. ENGINEERS. PLANNERS.

June 10, 2015

City of Ypsilanti  
One South Huron St.  
Ypsilanti, Michigan 48197

Attention: Mr. Stan Kirton  
Department of Public Services Director

Regarding: **Adams Street Paving – Pearl to Cross**  
**City of Ypsilanti**  
**Construction Phase Services**

Dear Mr. Kirton:

Orchard, Hiltz & McClimment, Inc. (OHM) is pleased to submit this proposal for engineering services for the Adams Street Paving Project in the City of Ypsilanti.

### **PROJECT UNDERSTANDING**

We understand that this project will be a water main replacement and paving reconstruction project along Adams Street from Pearl Street to Cross Street. The project will be a cooperative effort between the Ypsilanti Community Utilities Authority (YCUA) and the City of Ypsilanti. YCUA will be responsible for the water main and water main appurtenance replacement and the City will be responsible for the paving improvements.

The paving portion of the project will be funded by a grant administered by the Michigan Department of Transportation (MDOT). The water main construction will be financed through YCUA, and will be included as non-eligible work in the MDOT contract for the project.

The work to be performed under this proposal is for construction services for the paving portion of the project only.

### **SCOPE OF SERVICE**

#### **CONSTRUCTION SERVICES**

(Construction layout, observation, construction engineering and contract administration)

#### **Construction Layout**

OHM will provide construction survey layout services for the paving activities. Staking will be provided for storm sewer, curb elevations and drive approaches. This will include the initial placement of the stakes and if removed by residents and/or contractor one (1) additional staking.

#### **Construction Observation**

OHM will provide full time on-site construction observation services for all paving activities and restoration. For this proposal, we anticipate eight weeks that will require full time inspection. If the contractor requires more time than this for the major items of work, additional fees may be required. Coordinating materials testing services will also be included under construction observation. Material testing is shown as a separate line item below.

### **Construction Engineering**

OHM will provide construction engineering services for the paving portion of this project. Construction engineering services will include, but are not necessarily limited to, reviewing shop drawings and materials certifications provided by the contractor, attending a pre-bid, preconstruction, and one public meeting, answering requests for information (RFIs) from the contractor, resolving construction conflicts (i.e., mismarked utilities, interpretation of the contract documents, etc.). Record drawings will also be provided.

### **Contract Administration**

OHM will provide necessary contract administration services for the project. Contract administration services will include MDOT coordination, preparation of any necessary change orders and correspondence needed for clarification, preparation and processing of partial and final payment estimates as well as final walk through and project close out.

### **FEE SCHEDULE**

OHM proposes to provide the above outlined professional services on an Hourly - not to exceed basis.

|                                     |                                          |
|-------------------------------------|------------------------------------------|
| <b>Construction Services -</b>      | <b>\$66,000</b>                          |
| <b><u>Geotechnical Testing-</u></b> | <b><u>\$14,000</u></b>                   |
| <b>TOTAL</b>                        | <b>\$80,000 (Hourly – Not to Exceed)</b> |

This is an hourly estimate (not to exceed if there are no scope changes). If it appears during the project that this estimate will be exceeded OHM will notify the City in a timely manner and indicate the reasons that the budget will not be met (e.g. the contractor's productivity and field conditions).

### **ADDITIONAL SERVICES**

OHM will be pleased to provide any of the following additional services for this project on a time and material basis. A separate proposal would be provided for such services.

- Boundary surveys
- Easement document preparation
- Easement acquisition
- Any other services not specifically described in the scope of work

### **DELIVERABLES**

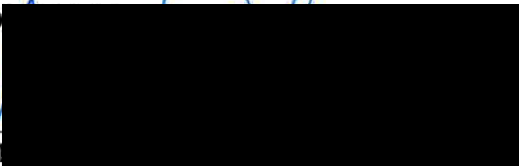
Record Drawings in the appropriate format will be delivered upon project completion. A final pay estimate and final acceptance letter will be issued upon project completion.

### **BASIS OF PAYMENT**

OHM will invoice the City once a month for the hourly – not to exceed amount in accordance with the continuing services agreement between OHM and the City of Ypsilanti. We thank you for this opportunity to provide professional engineering services. Should there be any questions, please contact us.

Sincerely,

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REQUEST FOR LEGISLATION  
June 16, 2015

From: Stan Kirton, Public Services Director

Subject: Contract with Orchard, Hiltz & McCliment, Inc. for the Adams Street Paving and Water Main Improvement Project Construction Engineering Services

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SUMMARY & BACKGROUND:

The Adams Street Paving and Water Supply Improvement Project are slated for full depth reconstruction in the 2015 construction season. Federal Surface Transportation – Urban funds have been appropriated for this project through the City of Ypsilanti by WATS. It is necessary to secure construction engineering services for this project. The project includes Adams Street between Pearl Street and Cross Street in the 2015 construction season. This project is anticipated to include milling, resurfacing, selective sidewalk, curb/gutter replacement, driveway replacement, ADA ramp installation, water main improvements and drainage improvements.

This road improvement project will be coordinated with Ypsilanti Community Utilities Authority to include water supply improvements. The cost for the water appurtenance replacement is estimated at \$243,300. Water supply improvements for this project will be funded by YCUA.

The total project cost is estimated at \$702,900 which includes the water main appurtenance replacement. Design engineering costs were approximately \$39,800. The construction engineering services proposed by OHM is at a not to exceed cost of \$80,000. The city's match for the federal funding is approximately \$86,700. The total cost to the city for this project is approximately \$206,500. The City's portion for this project will be funded by the Major Road Fund, County Millage proceeds and YCUA contributions.

Attachments: OHM Proposal for Construction Engineering Services

Recommended Action: Approval

Date Received: June 10, 2015 Agenda Item No.: \_\_\_\_\_

City Manager Comments: \_\_\_\_\_

For Agenda of June 16, 2015 Finance Director Approval \_\_\_\_\_

Council Action Taken: \_\_\_\_\_



Resolution No. 2015 - 138  
June 16 2015

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

WHEREAS, Federal Surface Transportation Program - Urban funding has been programmed for full depth reconstruction, curb/gutter replacement, driveway replacement, ADA Ramp installation, drainage improvements and water main replacement for Adams Street between Pearl Street and Cross Street in the 2015 construction season; and

WHEREAS, Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar street improvement projects, and posses a depth of experience with the infrastructure in the project area; and

WHEREAS, it is necessary to secure construction engineering services to keep this project on schedule for the 2015 construction year;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the construction engineering and geotechnical testing services contract with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of \$80,000.00; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

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

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

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION  
June 16, 2015

To: Mayor and Council

From: Beth Ernat, Director of Economic Development

Subject: Contract Acceptance – Mannik and Smith Group for Construction Engineering for Heritage Bridge and Trail and Mid-block HAWK crossing.

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**SUMMARY & BACKGROUND:** Mannik and Smith Group (MSG) has provided the construction engineering for Heritage Bridge and Trail (Part A and Part B). Mannik and Smith was originally hired by the Washtenaw County Parks and Recreation for their experience with similar projects throughout the County and the State.

The attached proposal is for Construction Engineering and Inspection services for the Heritage Bridge and Trail and the Mid-block HAWK crossing (Part C). MSG has already been engaged for the design and estimate for Part C.

MSG understands the complex nature of the three projects and has assisted diligently in creating a funding strategy to make these projects feasible this budget year. Additionally, MSG is an experienced MDOT contractor and will be able to complete the reporting and inspections required by MDOT for the successful completion of all three projects.

The proposed contract is for \$79,790.00. The scope of work includes construction engineering and inspection of Part A – Heritage Bridge, Part B – Border-to-Border trail, and Part C – Mid-block HAWK crossing. The proposed contract is a not-to-exceed fee. The project will be charged only for the services provided. Construction engineering and inspection costs for Parts A and B are eligible for reimbursement under the Michigan Natural Resources Trust Fund grants.

The cost of construction engineering and inspection was included in the figures presented for bid award of the Heritage Bridge and Trail. This contract is no additional out of pocket expenses for the City.

**RECOMMENDED ACTION:** Approval of construction engineering and inspection services contract with Mannik and Smith Group.

**ATTACHMENTS:** Proposed contract.

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

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

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





Resolution No. 2015 - 139  
June 16, 2015

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

WHEREAS, Mannik and Smith Group have been responsible for the design and engineering of the Heritage Bridge and Trail and the Mid-block HAWK crossing; and

WHEREAS, Mannik and Smith Group have been critical in creating a funding plan and value engineering for the Heritage Bridge and Trail and Mid-block HAWK crossing; and

WHEREAS, the City of Ypsilanti seeks to enter into a contract for the construction engineering and inspections services for the Heritage Bridge and Trail and Mid-block HAWK crossing.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council enter into a contract with Mannik Smith Group in the amount of \$79,790.00 for construction engineering and inspection services for the Heritage Bridge and Trail and the Mid-block crossing.

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

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

YES:                      NO:                      ABSENT:                      VOTE:



June 11, 2015

Mr. Ralph Lange, City Manager  
City of Ypsilanti  
1 S. Huron St.  
Ypsilanti, Michigan 48197

**RE: Ypsilanti Heritage Bridge & Border to Border Trail Project  
Construction Engineering & Inspection Services**

Dear Mr. Lange:

The Mannik & Smith Group, Inc. (MSG) is pleased to present City of Ypsilanti with a proposal to perform Construction Engineering and Inspection services for the project as outlined above. Our proposal is based upon your request and our previous experience with this type of project. This proposal demonstrates that MSG understands your needs, is experienced in completing this type of work and has the desire to perform this project in an efficient, timely and cost-effective manner. We trust that the scope of our service(s) detailed below conveys to the City the expertise of our project team and our strong commitment to provide the quality consulting service you expect and deserve.

Below we have listed several reasons why we are confident that we can successfully assist you with this project:

- **Experience with similar projects:** MSG has a long history of providing construction engineering services for local agency, state and federally funded projects throughout Michigan. MSG has extensive experience with administering construction phase service for grant funded projects including the DNR Recreation MNRTF and LWMF grants, DEQ State Revolving Fund, DEQ Drinking Water Revolving Fund, various MDOT grants and FHWA Transportation Economic Development grants. *This experience will enable us to perform your project efficiently and responsively.*
- **Inspection & material testing efficiencies:** Many of MSG's experienced inspectors are not only trained and certified in inspection, but material testing as well. This includes the primary day-to-day responsibilities as the project inspector, along with the ability to complete various testing and sampling for soils, asphalt and concrete. When the contractors activities permit, MSG will utilized the same individual to complete the material testing as a **value added service**. This should be recognized on the project as a **cost savings**.

#### **BACKGROUND**

In addition to our depth of construction engineering experience, MSG has unmatched experience with this project as MSG was retained by the County to complete the survey and design services for these projects on behalf of the City. MSG's construction staff has also been introduced to the project during the design process as we completed Quality Assurance and Constructability Reviews prior to finalizing the construction documents for bidding of Part A and Part B.

A portion of this project is utilizing MDOT TAP funding, and therefore must comply with the MDOT minimum Construction Engineering and Inspection requirements. It is a MDOT requirement that FieldManager software be utilized for daily inspection reports and the tracking of materials based upon the Material Source Guide and special

provisions approved by MDOT. The contract shall be administered following the MDOT minimum requirements. This includes creating and maintaining a construction file per the MDOT project file guidelines throughout the project. At the conclusion of the project an administrative and materials file audit will be completed by MDOT, understanding the requirements before projects begins allow us to work efficiently throughout the project to expedite the project close out and MDOT file audit, if applicable.

#### **SCOPE OF WORK**

All MSG field staff are equipped with a laptop mounted in their vehicle to complete daily reports utilizing FieldBook. All MSG inspectors are trained to use FieldManager and FieldBook software, the 2012 Standard Specifications for Construction and to follow the MDOT Construction Manual. They will utilize the Material Source Guide for acceptance, and applicable references to accurately document daily construction activity and pay items. Detailed IDR's and daily progress photos are important for documentation, and accurate payment to the contractor in addition to protecting the owner's interest in case there are contract claims. IDR's will be turned into the Project Engineer on a daily basis for review. All staff proposed for this contract understand the importance for completing minimum wage rate interviews for wage rate compliance and routinely confirm that the required posters are on-site and visible to construction personnel. Our staff are trained to compare pay items quantities completed daily with the prime contractor to reduce any differences during the close out of the project.

The specific tasks are as follows:

- **Attend the pre-construction meeting** (and chair if desired by the City Engineer)
- **Review and approve material source lists** – Coordinate testing of materials if needed. Typically on a project of this nature this will not be required, as most materials are certified and found on the MDOT Material Source Guide. MSG's office technician will input the testing order and certification information into the FieldManager file and track throughout the project to confirm compliance with the Material Source Guide and MDOT office administration practices.
- **Provide daily inspection reports and documentation** – Utilizing Fieldbook and FieldManager
- **Process pay applications** – MSG will process the bi-weekly pay estimates in FieldManager and setup distribution of read-only copies for the City, MDOT and the contractor.
- **Schedule and chair progress meetings** – MSG will prepare an agenda with a sign-in sheet, and record and distribute meeting minutes within 48 hours of the meeting
- **Resolve field issues** – As questions are brought up in the field during construction MSG will provide a recommendation of how to proceed to the City Engineer and handle correspondence with the contractor whether by Work Order or other means of correspondence.
- **Review and process contract modifications** – MSG will review any and all contract claims for legitimacy and comparison with project records. If the claims are deemed reasonable and justifiable then MSG will draft contract modifications to review with the City Engineer prior to generating and forwarding to MDOT for their approval.
- **Provide weekly updates** - MSG provides weekly update reports to all parties involved in the project to keep all parties educated on the current progress and what to expect in the coming weeks.
- **Wage Rate Compliance** – MSG will track the certified payrolls submitted by each contractor, confirm that the certified payrolls are received, review the payrolls for compliance, complete wage rate interviews in the field, and confirm compliance with the wage rate decision.

- **Mark-up Record Drawings** – MSG maintains a set of “marked-up” record drawings in the office that are used to track and confirm quantities against the plan quantities in addition to documenting changes on the project. This process is viewed as part of our QA process during the IDR review period to confirm that pay items are not duplicated during the posting process. This process also allows us to note areas in which quantities were not posted. A highlighter and red felt tip marker are used for this process. Each inspector maintains a set of field notes that are transferred to the record drawing as they submit their daily report attachments.
- **Final Inspection and Acceptance** – Following the completion of construction MSG will organize a final inspection with MDOT, the City Engineer, the Contractor and other applicable entities. The MDOT form 1120 will be completed and circulated for signatures.
- **Administrative and Materials File Audit** – Throughout the project MSG will take an aggressive role in closing out the project as work items are completed. With the various processes that have to take place simultaneously at the end of the project (**1120, 1386, Contractor Performance Evaluations, Final Balancing Contract Modification, etc...**) it is imperative to work towards the project closeout throughout the construction phase so that the file reviews can be requested and completed in a timely manner to submit the Final Estimate Package within the allowable timeline.

#### **SCHEDULE**

MSG will begin providing services follow receipt of an executed copy of this proposal. It is our understanding that Construction will commence on Part A in July and complete construction by the end of 2015. Part B and the Mid Block improvements will then be completed during the spring of 2016.

#### **ASSUMPTIONS**

- Part B and the Mid Block Improvements will be completed concurrently
- No Construction Layout
- No Permitting

#### **PROJECT FEE**

As justified upon consideration of project specifics, MSG proposes to perform this project on a time and materials, not to exceed fee basis based on the attached fee schedule. The not to exceed fee basis means that the project will be charged only for effort actually expended, to a maximum of the total identified below. Fees may be below but not above the project total without prior authorization upon justification to the Client. Fees will be based upon the number of actual hours work by each employee multiplied by the employee's classification billing rate. Direct expenses will be charged to this project without any markup.

For estimating purposes we have anticipated a 22-week construction duration. This includes: 10 weeks for Part A (2 weeks of full-time inspection and 8 weeks of part-time (20-hours per week), four (4) weeks for Part B (2 weeks of full-time and 2 weeks of part-time), and eight (8) weeks for the Midblock and HAWK (2 weeks of full-time and 2 weeks of part-time). Construction engineering and inspection costs for Parts A and B are eligible for reimbursement under Michigan Natural Resources Trust Fund grants.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

|                                                                       |                 |
|-----------------------------------------------------------------------|-----------------|
| <b>Part A - Construction Engineering and Inspection</b>               | <b>\$29,920</b> |
| <b>Part B - Construction Engineering and Inspection</b>               | <b>\$19,870</b> |
| <b>Mid Block &amp; HAWK - Construction Engineering and Inspection</b> | <b>\$30,000</b> |
| <b>Total Proposed Fee</b>                                             | <b>\$79,790</b> |

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. In the absence of such communication, we guarantee our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

Work requested to be performed by the client beyond the Scope of Work, e.g., meetings, presentations, report copies, or other related activities beyond those described above will be charged on the same time and materials fee basis.

#### **AGREEMENT**

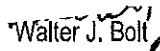
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If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at your earliest convenience.

MSG appreciates the opportunity to provide this proposal and looks forward to serving the City. Please do not hesitate to contact the undersigned if you have any questions or would like additional information.

Sincerely,

  
Walter J. Bolt  
Senior Vice President



### AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

### APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

**Proposal Date:** June 11, 2015

**Proposal Number:** OP1400086

**CITY OF YPSILANTI**

**THE MANNIK & SMITH GROUP INC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Walter J. Bolt  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Senior Vice President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 11, 2015  
Date

## The Mannik & Smith Group, Inc. Standard Terms & Conditions

**Services** The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

**Additional Services** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

**Compensation** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. The Client shall provide MSG photocopies of all forms sent to such governmental authorities evidencing payment of these taxes.

Payment for MSG's services shall be made in United States dollars.

**Payment Terms** MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent

on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

**Payment Definitions** The following definitions shall apply to methods of payment:

**Time & Materials** is defined as the actual time MSG employees utilize to perform the scope of services at an established billing rate, plus the actual cost of materials and equipment usage.

**Lump Sum** is defined as a fixed price amount for the scope of services described.

**Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.

**Subcontracted Services** are defined as Project related services provided by other parties to MSG.

**Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Assignment** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

**Buried Utilities** Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for a) damages to underground improvements resulting from subsurface penetration locations established by MSG; and/or b) economic damages resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

**Compliance with Laws** MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Confidentiality** MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.

- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

**Consequential Damages** Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

**Cost Estimates or Opinions** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

**Defects in Service** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Dispute Resolution** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

The venue and/or hearing of any dispute resolution procedure under this Agreement shall be in the State of Ohio unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. To the extent applicable, this Agreement and any award rendered under it shall be governed by the Convention of the Recognition and Enforcement of Foreign Arbitration Award.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials and/or petroleum compounds that may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall defend and indemnify MSG from any claim or liability or loss arising from or caused by hazardous materials and/or petroleum compounds encountered on the Project except for those events caused by the sole

negligence or willful misconduct of MSG. MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to hazardous materials, petroleum compounds and/or toxic substances in any form at the Project site.

**Force Majeure** MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: Acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, Acts of war, terrorism, violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing within fourteen (14) days after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

**Governing Law** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state of Ohio.

**Indemnification** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

**Independent Consultant** MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

**Information from Other Parties** The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Lien Rights** MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Insurance** MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation As required by applicable state statute
- Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability \$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability \$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

**Ownership of Documents** Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

**Permits and Approvals** MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Relationship of The Parties** All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

**Safety** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Security** Client shall provide security at the Project site, to the extent necessary, to minimize threats of violence.

**Site Access** The Client shall obtain all necessary approvals for MSG to access the Project site(s).

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Standard of Care** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Regardless of any other term or condition of this Agreement, MSG makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

**Third Party Claims** The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

**Violations of Law** The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act. (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

**Waiver of Rights** The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Entire Agreement** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Revised November 2014



**Fee Schedule**  
Effective July 1, 2014

| EMPLOYEE CLASSIFICATION             | BILLABLE RATE<br>(\$ PER HOUR) |
|-------------------------------------|--------------------------------|
| Administrative Assistant I          | 46                             |
| Administrative Assistant II         | 56                             |
| Cultural Resource Specialist I      | 63                             |
| Cultural Resource Specialist II     | 76                             |
| Cultural Resource Specialist III    | 88                             |
| Cultural Resource Specialist IV     | 105                            |
| Cultural Resource Specialist V      | 116                            |
| Cultural Resource Specialist VI     | 129                            |
| Engineer I                          | 84                             |
| Engineer II                         | 94                             |
| Engineer III                        | 105                            |
| Engineer IV                         | 116                            |
| Engineer V                          | 129                            |
| Engineer VI                         | 141                            |
| Engineer VII                        | 152                            |
| Environmental Scientist I           | 63                             |
| Environmental Scientist II          | 76                             |
| Environmental Scientist III         | 88                             |
| Environmental Scientist IV          | 105                            |
| Environmental Scientist V           | 116                            |
| Environmental Scientist VI          | 129                            |
| Environmental Scientist VII         | 141                            |
| Landscape Architect I               | 65                             |
| Landscape Architect II              | 79                             |
| Landscape Architect III             | 94                             |
| Landscape Architect IV              | 116                            |
| Landscape Architect V               | 129                            |
| Landscape Architect / Architect VI  | 141                            |
| Landscape Architect / Architect VII | 152                            |
| Planner V                           | 141                            |
| Principal                           | 152                            |
| Surveyor I                          | 95                             |
| Surveyor II                         | 107                            |
| Surveyor III                        | 125                            |
| Technician I                        | 45                             |
| Technician II                       | 55                             |
| Technician III                      | 65                             |
| Technician IV                       | 75                             |
| Technician V                        | 85                             |
| Technician VI                       | 95                             |
| Technician VII                      | 125                            |
| Survey Crew (1 man)                 | 108                            |
| Survey Crew (2 man)                 | 149                            |

The above rates represent all of The Mannik & Smith Group, Inc. direct salary costs; overhead and profit. These rates are subject to periodic adjustment for merit and cost of living increases after one year from the date of the original contract signature. The time charged for services performed will be according to the actual number of hours worked. Travel time shall be considered as work time. Travel and subsistence expenses, materials and supplies, other direct costs, and out-of-pocket expenses will be charged at cost. For use of automobiles, the existing approved IRS mileage rate will be charged.





REQUEST FOR LEGISLATION  
June 16, 2015

To: Mayor and Council

From: Beth Ernat, Director of Economic Development

Subject: BID Acceptance – Heritage Bridge and Trail

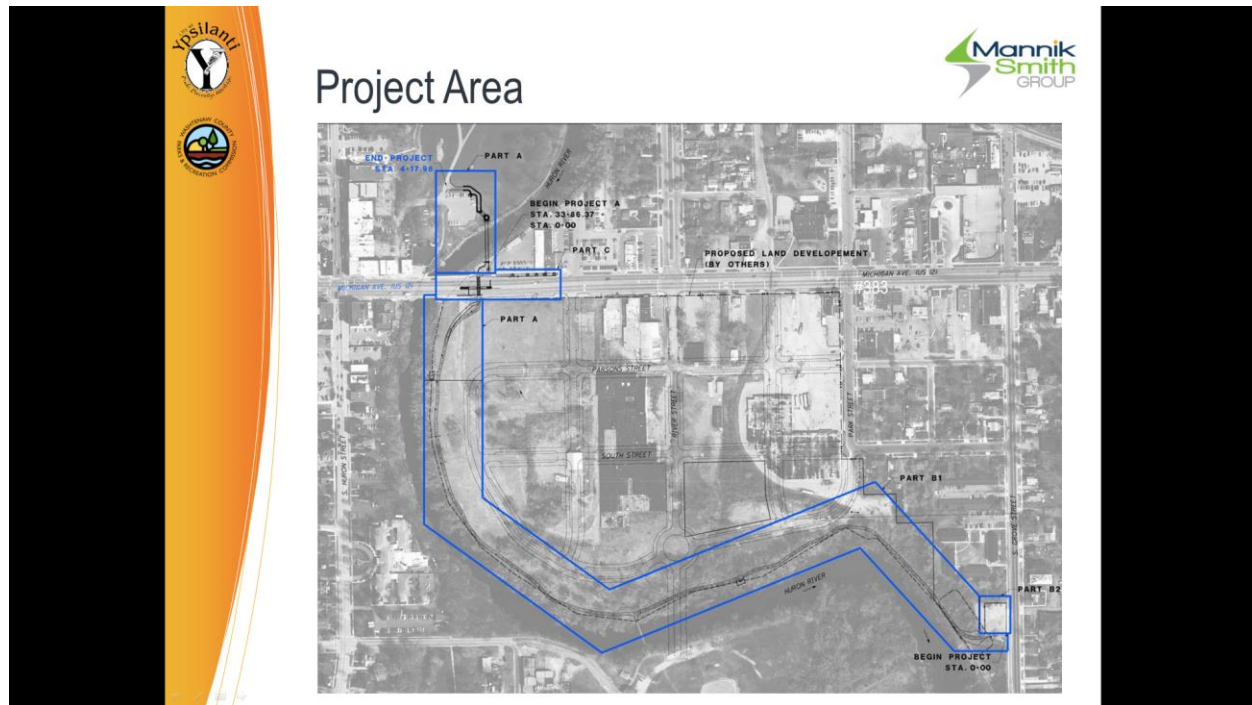
**SUMMARY & BACKGROUND:** As part of the Water Street Development, the East Side Recreation Center and the Border-to-Border (B2B) trail, the City with Washtenaw County applied for several grants dating back to 2011. The vision is to both extend the B2B trail through the Water Street Development and to create a barrier-free crossing to Riverside Park. Also included in this vision is a mid-block crossing on Michigan Avenue for safe pedestrian crossing from the Water Street development to the Heritage Bridge.

Part A of this project is the Pedestrian Bridge over the Huron River.



Part A was initially funded by the Michigan Natural Resources Trust Fund (MNTRF) with a grant that was to be matched by the Washtenaw County Parks and Recreation (WCPARC) and YDDA totaling \$589,400.

Part B is the Water Street Trail.



Part B was initially funded by the MNTRF 2012 grant and WCPARC match totaling \$480,000.

Part C is the Mid-Block Crossing. The Mid-Block crossing was initially funded by the SEMCOG TAP grant and included multiple projects. The grant is for \$647,426 and requires a 20 percent City match. The Mid-block Crossing has to be bid by MDOT and is not included in this bid but is being included for reference and funding purposes.

In preparation for all of Part A, B, and C, the City acquired a portion of property belonging to Fischer Honda for the landing of the Heritage Bridge. The City spent approximately \$40,000 on acquisition and legal costs for the property.

The original engineer's estimate for Part A and Part was created in 2014 and was \$1,116,020. The first set of bids was received in 2014 and the lowest bid was \$1,571,635, which was \$390,235 over the project costs and funding for the project. Mannik and Smith Engineering were asked to revise the bid scope and submit a new estimate for rebid of the project. The revised engineer's estimate was \$1,181,400 based on value engineering for the project and available funding. The project was rebid in 2015. The lowest bid is \$1,394,964 from Fisher Construction. The bid is \$213,564 over funding. Any further value engineering would require a new scope and would not meet the requirements for a safe and barrier-free bridge. The majority of the cost of the bids is in the pile driving equipment to set the forms for construction and the barrier free landing required.

The City staff has been working with engineers from Mannik and Smith as well as representatives from SEMCOG, DNR, and MDOT to reduce the City liability and make the project happen.

The proposed plan includes the MNTRF 2011 and 2012 grants, WCPAR matching funds, and DDA funds as well as donations from St. Joseph's and EMU. Part C will be bid in November and will include additional work within Part B's scope. By altering the scope and including a portion of Part B in Part C, the City is able to utilize the SEMCOG TAP grant to cover more costs and

match the SEMCOG grant with the MNTRF funds. The total anticipated out of pocket final costs to the City will be \$135,000 for Part A, B, and C.

RECOMMENDED ACTION: Accept Fisher Contracting Bid in the amount of \$1,394,963.28.

ATTACHMENTS: Bid Tabulations, Funding Narrative, Allocation Spreadsheet

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

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

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



Resolution No. 2015 - 140  
June 16, 2015

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

WHEREAS, the City of Ypsilanti desires to extend the Border-to-Border Trail through the Water Street Development area and to connect the Water Street Development area to Riverside Park; and

WHEREAS, the desired connection requires construction of the trail, a mid-block crossing on Michigan Avenue, and a barrier-free pedestrian bridge over the Huron River; and

WHEREAS, the City with its partners, Michigan Natural Resources Trust Fund, Michigan Department of Transportation, Southeast Michigan Council of Government, and Washtenaw County Parks and Recreation, have funded the construction of the Water Street Trail, Pedestrian Bridge, and Mid-Block Crossing.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accepts the Fisher Contracting Bid in the amount of \$1,394,963.28.

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

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

YES:                      NO:                      ABSENT:                      VOTE:

## **Part A – Pedestrian Bridge over the Huron River**

The Pedestrian Bridge has been bid twice. The bids include Part B. Due to overruns in costs above the engineers estimate the City has needed to reevaluate funding for the project. The City is within its last 30 day extension for accepting the bids. The City is seeking to accept the lowest bidder on June 14<sup>th</sup>, Fischer Construction.

**Initial Funding Plan:** Part A was initially funded by the Michigan Natural Resources Trust Fund (MNRTF) 2011 grant that was to be matched by the Washtenaw County Parks & Recreation (WCPARC) and DDA totaling \$589,400. The low bid for Part A is \$883,413 plus an additional \$29,920 for construction engineering, totaling \$913,333. This would leave a \$323,933 budget overrun.

**Proposed Funding Plan:** The proposed plan includes the MNRTF 2011, WCPARC, and DDA funding as well as \$325,000 additional funding from WCPARC (moved from Part B), St. Joseph's /EMU donations, and Economic Development fund. The construction engineering cost for Part A was moved to Part B. This brings the total funding for part A to \$884,400 essentially balancing the budget.

## **Part B – Water Street Trail**

The Water Street trail has been bid twice and is included in the bid package for Part A. Due to overruns in costs above the engineers estimate the City has needed to reevaluate funding for the project. The City is proposing to rescope a portion of this work to be included in the Part C. The proposal is to include the work in the scope of Part C but label the work as completed by others.

**Initial Funding Plan:** Part B was initially funded by the MNTRF 2012 grant and WCPARC match totaling \*\$480,000. The low bid excluding bid alternatives was \$ 483,231 plus an additional \$19,870 for construction engineering, totaling \$503,101. This would leave a \$23,101 budget overrun.

\*\$120,000 backed out for Part A & Part B design fees.

**Proposed Funding Plan:** The proposed plan includes the MNRTF 2012 grant, the remaining WCPARC grant match not used for Part A funding (City of Ypsilanti may need to front money short term), and funding from the SEMCOG TAP grant. To access funds from the SEMCOG TAP grant the scope of the grant must be changed to include parts of the Water Street Trail to be bid as non-participating bid items to the Mid-Block Crossing project. The additional funding can be adjusted to balance the budget not to exceed \$402,426 with the city paying a 20% match.

## **Part C - Mid-Block Crossing**

The City has hired Mannik and Smith to complete construction drawings and an engineer's estimate for the project. The project will not be let for bids until November. The bids will include a portion of the scope from Part B as will identify the work as completed by others.

**Initial Funding Plan:** The Mid-Block Crossing was initially funded by the SEMCOG TAP grant and included multiply projects. The grant was for \$647,426 with a 20% match from the city.



**Proposed Funding Plan:** The SEMCOG TAP grant scope has been revised and reduced to only include the Mid-Block Crossing and portions of the Part B - Water Street Trail. The city would provide 20% of the total cost of the Mid-Block Crossing estimated to be \$225,000 and the city would have to pay the estimated \$30,000 construction engineering cost and \$20,000 mast arm upgrades because of the TAP grant conditions.

| CURRENT ALLOCATIONS OF FUNDS |            |                               |           |                                                   |           |
|------------------------------|------------|-------------------------------|-----------|---------------------------------------------------|-----------|
| PART A                       |            | PART B                        |           | PART C - MID-BLOCK CROSSING                       |           |
| Pedestrian Bridge            |            | Water Street Pedestrian Trail |           | Michigan Ave. crossing connecting Part A & Part B |           |
| AVAILABLE FUNDING            |            | AVAILABLE FUNDS               |           | AVAILABLE FUNDS                                   |           |
| MNRTF 2011                   | \$289,400  | MNTRF 2012                    | \$300,000 | SEMCOG (80%)                                      | \$517,926 |
| WCPARC 2011                  | \$275,000  | WCPARC 2012 *                 | \$180,000 | CITY MATCH (20%)                                  | \$129,500 |
| DDA                          | \$25,000   |                               |           |                                                   |           |
| 2011 GRANT FUNDS TOTAL       | \$589,400  | 2012 GRANT FUNDS TOTAL        | \$480,000 | TAP GRANT FUNDS                                   | \$647,426 |
| BID PRICE                    | \$883,413  | BID PRICE                     | \$483,231 | ENGINEER'S ESTIMATE                               | \$225,000 |
| CONST. ENGINEERING           | \$29,920   | CONST. ENGINEERING            | \$19,870  | CONST. ENGINEERING **                             | \$30,000  |
|                              |            |                               |           | MAST ARM UPGRADE ***                              | \$20,000  |
| TOTAL PROJECT COST           | \$913,333  | TOTAL PROJECT COST            | \$503,101 | TOTAL PROJECT COST                                | \$275,000 |
| TOTAL OVER                   | -\$323,933 | TOTAL OVER                    | -\$23,101 | TOTAL UNDER                                       | \$422,426 |

| PROPOSED ALLOCATIONS OF FUNDS |           |                                  |           |                             |           |
|-------------------------------|-----------|----------------------------------|-----------|-----------------------------|-----------|
| PART A                        |           | PART B                           |           | PART C - MID-BLOCK CROSSING |           |
| ADJUSTMENTS TO FUNDING        |           | ADJUSTMENTS TO FUNDING           |           | ADJUSTMENTS TO FUNDING      |           |
| MNRTF 2011                    | \$289,400 | MNTRF 2012                       | \$270,000 |                             |           |
| WCPARC 2011                   | \$275,000 | SEMCOG (80%) (From Part C)       | \$165,000 | SEMCOG (80%)                | \$180,000 |
| DDA                           | \$25,000  | CITY MATCH (20%) (From Part C)   | \$40,000  | CITY MATCH (20%)            | \$45,000  |
| WCPARC 2012 (From Part A)     | \$120,000 | WCPARC 2012                      | \$60,000  |                             |           |
| City Responsibility           | \$175,000 |                                  |           |                             |           |
|                               |           |                                  |           |                             |           |
| TOTAL FUNDS AVAILABLE         | \$884,400 | TOTAL FUNDS AVAILABLE            | \$535,000 | TOTAL FUNDS AVAILABLE       | \$225,000 |
| BID PRICE                     | \$883,413 | BID PRICE                        | \$483,231 | ENGINEER'S ESTIMATE         | \$225,000 |
| CONST. ENGINEERING            | \$0       | CONST. ENGINEERING (From Part A) | \$29,920  | CONST. ENGINEERING **       | \$30,000  |
|                               |           | CONST. ENGINEERING               | \$19,870  | MAST ARM UPGRADE ***        | \$20,000  |
| TOTAL PROJECT COST            | \$883,413 | TOTAL PROJECT COST               | \$533,021 | TOTAL PROJECT COST          | \$275,000 |
| TOTAL                         | \$987     | TOTAL                            | \$1,979   | TOTAL                       | \$50,000  |

|                             |           |
|-----------------------------|-----------|
| TOTAL CITY FUNDING REQUIRED | \$135,000 |
|-----------------------------|-----------|

\* \$120,000 backed out for Part A & Part B design engineering fees  
 \*\* Construction Engineering fees cannot be paid for using TAP grant funds  
 \*\*\* Mast Arm upgrade cost is sole responsibility of the City of Ypsilanti  
 \*\*\*\* TAP Grant Funds remaining at same 80/20 match if necessary

| AVAILABLE TAP GRANT FUNDS REMAINING |           |
|-------------------------------------|-----------|
| SEMCOG (80%) ***                    | \$172,926 |
| CITY MATCH (20%) ****               | \$44,500  |



Ypsilanti Heritage Bridge  
WASP0059  
Bid Tabulations

|                 |                                                                         | ENGINEER'S ESTIMATE |       |              |              | FISHER CONTRACTING INC. |              | TOEBE CONSTRUCTION LLC |                | ANLAAN CORPORATION |              | Z-CONTRACTORS, INC. |                |
|-----------------|-------------------------------------------------------------------------|---------------------|-------|--------------|--------------|-------------------------|--------------|------------------------|----------------|--------------------|--------------|---------------------|----------------|
| PAY ITEM        | DESCRIPTION                                                             | UNITS               | QTY   | UNIT PRICE   | TOTAL PRICE  | UNIT PRICE              | TOTAL PRICE  | UNIT PRICE             | TOTAL PRICE    | UNIT PRICE         | TOTAL PRICE  | UNIT PRICE          | TOTAL PRICE    |
| 2050010         | Embankment, CIP                                                         | Cyd                 | 60    | \$20.00      | \$1,200.00   | \$59.44                 | \$3,566.40   | \$20.00                | \$1,200.00     | \$25.00            | \$1,500.00   | \$20.00             | \$1,200.00     |
| 2050016         | Excavation, Earth                                                       | Cyd                 | 99    | \$20.00      | \$1,980.00   | \$21.84                 | \$2,162.16   | \$30.00                | \$2,970.00     | \$25.00            | \$2,475.00   | \$30.00             | \$2,970.00     |
| 2060002         | Backfill, Structure, CIP                                                | Cyd                 | 464   | \$22.00      | \$10,208.00  | \$25.01                 | \$11,604.64  | \$38.00                | \$17,632.00    | \$25.00            | \$11,600.00  | \$22.00             | \$10,208.00    |
| 2060010         | Excavation, Fdn                                                         | Cyd                 | 336   | \$16.00      | \$5,376.00   | \$25.03                 | \$8,410.08   | \$40.00                | \$13,440.00    | \$25.00            | \$8,400.00   | \$16.00             | \$5,376.00     |
| 2060010         | Erosion Control Silt Fence                                              | Ft                  | 360   | \$1.50       | \$540.00     | \$2.83                  | \$1,018.80   | \$2.50                 | \$900.00       | \$2.00             | \$720.00     | \$2.50              | \$900.00       |
| 3020016         | Aggregate Base, 6 inch                                                  | Syd                 | 336   | \$12.00      | \$4,032.00   | \$21.53                 | \$7,234.08   | \$18.00                | \$6,048.00     | \$6.00             | \$2,016.00   | \$18.00             | \$6,048.00     |
| 3027021         | Porous Backfill with Filter Fabric                                      | Cyd                 | 106   | \$50.00      | \$5,300.00   | \$1.00                  | \$106.00     | \$64.00                | \$6,784.00     | \$65.00            | \$6,890.00   | \$62.00             | \$6,572.00     |
| 4040033         | Underdrain, Fdn, 6 inch                                                 | Ft                  | 331   | \$10.00      | \$3,310.00   | \$1.41                  | \$466.71     | \$6.00                 | \$1,986.00     | \$7.00             | \$2,317.00   | \$20.00             | \$6,620.00     |
| 4040113         | Underdrain, Outlet Ending, 6 inch                                       | Ea                  | 10    | \$150.00     | \$1,500.00   | \$66.43                 | \$664.30     | \$535.00               | \$5,350.00     | \$100.00           | \$1,000.00   | \$145.00            | \$1,450.00     |
| 5010031         | HMA, 3C                                                                 | Ton                 | 22    | \$100.00     | \$2,200.00   | \$254.00                | \$5,588.00   | \$254.00               | \$5,588.00     | \$385.00           | \$8,470.00   | \$250.00            | \$5,500.00     |
| 7050002         | Pile Driving Equipment, Furn                                            | LS                  | 1     | \$35,000.00  | \$35,000.00  | \$46,746.57             | \$46,746.57  | \$360,000.00           | \$360,000.00   | \$45,000.00        | \$45,000.00  | \$242,670.00        | \$242,670.00   |
| 7050039         | Pile Point, Steel                                                       | Ea                  | 11    | \$100.00     | \$1,100.00   | \$101.09                | \$1,111.99   | \$96.50                | \$1,061.50     | \$100.00           | \$1,100.00   | \$100.00            | \$1,100.00     |
| 7057001         | Pile, Steel, Furn and Driven, 10 inch                                   | Ft                  | 405   | \$35.00      | \$14,175.00  | \$88.92                 | \$36,012.60  | \$42.00                | \$17,010.00    | \$35.00            | \$14,175.00  | \$38.00             | \$15,390.00    |
| 7060020         | Conc, Low Temperature Protection                                        | Cyd                 | 121   | \$20.00      | \$2,420.00   | \$19.27                 | \$2,331.67   | \$0.01                 | \$1.21         | \$0.01             | \$1.21       | \$0.01              | \$1.21         |
| 7060092         | Reinforcement, Steel, Epoxy Coated                                      | Lb                  | 15786 | \$2.00       | \$31,572.00  | \$1.27                  | \$20,048.22  | \$1.60                 | \$25,257.60    | \$1.60             | \$25,257.60  | \$1.25              | \$19,732.50    |
| 7060100         | Substructure Conc                                                       | Cyd                 | 37    | \$750.00     | \$27,750.00  | \$391.73                | \$14,494.01  | \$1,578.00             | \$58,386.00    | \$900.00           | \$33,300.00  | \$1,000.00          | \$37,000.00    |
| 7060110         | Superstructure Conc                                                     | Cyd                 | 86    | \$200.00     | \$17,200.00  | \$283.80                | \$24,406.80  | \$338.00               | \$29,068.00    | \$150.00           | \$12,900.00  | \$150.00            | \$12,900.00    |
| 7060111         | Superstructure Conc, Form, Finish, and Cure                             | Ls                  | 1     | \$55,000.00  | \$55,000.00  | \$85,643.51             | \$85,643.51  | \$29,000.00            | \$29,000.00    | \$70,000.00        | \$70,000.00  | \$45,000.00         | \$45,000.00    |
| 7060140         | Water Repellent Treatment, Penetrating                                  | Syd                 | 76    | \$13.50      | \$1,026.00   | \$18.74                 | \$1,424.24   | \$22.00                | \$1,672.00     | \$22.00            | \$1,672.00   | \$18.00             | \$1,368.00     |
| 7067010         | Furnish and Install Stacked Block Wall                                  | Slt                 | 2080  | \$50.00      | \$104,000.00 | \$62.35                 | \$129,888.00 | \$48.50                | \$100,880.00   | \$58.00            | \$120,640.00 | \$56.76             | \$118,060.80   |
| 7077051         | 185'x10' Prefabricated Truss-Weathering Steel (Concrete Deck Not Incl.) | Ls                  | 1     | \$296,000.00 | \$296,000.00 | \$337,315.56            | \$337,315.56 | \$194,000.00           | \$194,000.00   | \$425,000.00       | \$425,000.00 | \$350,000.00        | \$350,000.00   |
| 7077051         | 185'X10' Ped Truss Installation                                         | Ls                  | 1     | \$60,000.00  | \$60,000.00  | \$104,766.00            | \$104,766.00 | \$59,500.00            | \$59,500.00    | \$60,000.00        | \$60,000.00  | \$75,000.00         | \$75,000.00    |
| 7100030         | Substructure Horizontal Surface Sealer                                  | Syd                 | 4     | \$35.00      | \$140.00     | \$24.59                 | \$98.36      | \$450.00               | \$1,800.00     | \$450.00           | \$1,800.00   | \$90.00             | \$360.00       |
| 7117001         | Decorative Railing                                                      | Ft                  | 285   | \$75.00      | \$21,375.00  | \$75.00                 | \$21,375.00  | \$120.00               | \$34,200.00    | \$85.00            | \$24,225.00  | \$85.00             | \$24,225.00    |
| 8130005         | Riprap, Heavy                                                           | Syd                 | 50    | \$80.00      | \$4,000.00   | \$101.23                | \$5,061.50   | \$90.00                | \$4,500.00     | \$100.00           | \$5,000.00   | \$100.00            | \$5,000.00     |
| 8157050         | Interpretive Sign                                                       | Ea                  | 1     | \$1,000.00   | \$1,000.00   | \$1,216.57              | \$1,216.57   | \$1,200.00             | \$1,200.00     | \$1,000.00         | \$1,000.00   | \$1,000.00          | \$1,000.00     |
| 8157050         | MNRTF Sign                                                              | Ea                  | 1     | \$750.00     | \$750.00     | \$1,050.07              | \$1,050.07   | \$800.00               | \$800.00       | \$850.00           | \$850.00     | \$1,000.00          | \$1,000.00     |
| 8160100         | Slope Restoration, Type A                                               | Syd                 | 3334  | \$5.00       | \$16,670.00  | \$2.94                  | \$9,801.96   | \$8.00                 | \$26,672.00    | \$2.50             | \$8,335.00   | \$5.00              | \$16,670.00    |
| PART A SUBTOTAL |                                                                         |                     |       |              | \$724,824.00 |                         | \$883,413.80 |                        | \$1,006,906.31 |                    | \$895,643.81 |                     | \$1,013,321.51 |
| PART B          |                                                                         |                     |       |              |              |                         |              |                        |                |                    |              |                     |                |
| 1500001         | Mobilization, Max.                                                      | Ls                  | 1     | \$120,000.00 | \$120,000.00 | \$77,000.00             | \$77,000.00  | \$54,300.00            | \$54,300.00    | \$150,000.00       | \$150,000.00 | \$50,000.00         | \$50,000.00    |
| 2010001         | Clearing                                                                | Acre                | 4.57  | \$10,500.00  | \$47,985.00  | \$10,500.00             | \$47,985.00  | \$9,000.00             | \$41,130.00    | \$4,800.00         | \$21,936.00  | \$9,000.00          | \$41,130.00    |
| 2020004         | Tree, Rem, 6 inch to 18 inch                                            | Ea                  | 2     | \$750.00     | \$1,500.00   | \$225.00                | \$450.00     | \$210.00               | \$420.00       | \$800.00           | \$1,600.00   | \$210.00            | \$420.00       |
| 2040025         | Fence, Rem                                                              | Ft                  | 565   | \$3.00       | \$1,695.00   | \$16.50                 | \$9,322.50   | \$4.00                 | \$2,260.00     | \$2.50             | \$1,412.50   | \$4.00              | \$2,260.00     |
| 2040050         | Pavt, Rem                                                               | Syd                 | 249   | \$7.00       | \$1,743.00   | \$8.16                  | \$2,031.84   | \$25.00                | \$6,225.00     | \$10.00            | \$2,490.00   | \$25.00             | \$6,225.00     |
| 2047050         | Misc, Rem                                                               | Ea                  | 19    | \$150.00     | \$2,850.00   | \$128.35                | \$2,438.65   | \$300.00               | \$5,700.00     | \$375.00           | \$7,125.00   | \$300.00            | \$5,700.00     |
| 2050010         | Embankment, CIP                                                         | Cyd                 | 655   | \$20.00      | \$13,100.00  | \$22.75                 | \$14,901.25  | \$20.00                | \$13,100.00    | \$18.00            | \$11,790.00  | \$20.00             | \$13,100.00    |
| 2050016         | Excavation, Earth                                                       | Cyd                 | 1093  | \$20.00      | \$21,860.00  | \$22.86                 | \$24,985.98  | \$28.00                | \$30,604.00    | \$18.00            | \$19,674.00  | \$28.00             | \$30,604.00    |
| 2050040         | Subgrade Undercutting, Type I                                           | Cyd                 | 40    | \$30.00      | \$1,200.00   | \$51.59                 | \$2,063.60   | \$60.00                | \$2,400.00     | \$30.00            | \$1,200.00   | \$60.00             | \$2,400.00     |
| 2080016         | Erosion Control, Gravel Access Approach                                 | Ea                  | 1     | \$1,500.00   | \$1,500.00   | \$1,829.44              | \$1,829.44   | \$1,400.00             | \$1,400.00     | \$1,250.00         | \$1,250.00   | \$1,400.00          | \$1,400.00     |
| 2080020         | Erosion Control, Inlet Protection, Fabric Drop                          | Ea                  | 3     | \$100.00     | \$300.00     | \$275.12                | \$825.36     | \$125.00               | \$375.00       | \$85.00            | \$255.00     | \$125.00            | \$375.00       |
| 2080036         | Erosion Control, Silt Fence                                             | Ft                  | 6601  | \$1.50       | \$9,901.50   | \$2.03                  | \$13,400.03  | \$1.50                 | \$9,901.50     | \$2.00             | \$13,202.00  | \$1.50              | \$9,901.50     |
| 3020016         | Aggregate Base, 6 inch                                                  | Syd                 | 3344  | \$12.00      | \$40,128.00  | \$7.97                  | \$26,651.68  | \$14.00                | \$46,816.00    | \$9.80             | \$32,771.20  | \$14.00             | \$46,816.00    |
| 3020026         | Aggregate Base, 10 inch                                                 | Syd                 | 445   | \$20.00      | \$8,900.00   | \$18.81                 | \$8,370.45   | \$22.00                | \$9,790.00     | \$12.00            | \$5,340.00   | \$22.00             | \$9,790.00     |
| 3080005         | Geotextile, Separator                                                   | Syd                 | 3645  | \$2.50       | \$9,112.50   | \$2.22                  | \$8,091.90   | \$5.00                 | \$18,225.00    | \$2.50             | \$9,112.50   | \$5.00              | \$18,225.00    |
| 4020001         | Sewer, CI A, 6 inch, Tr Det A                                           | Ft                  | 43    | \$45.00      | \$1,935.00   | \$89.70                 | \$3,857.10   | \$32.00                | \$1,376.00     | \$48.00            | \$2,064.00   | \$32.00             | \$1,376.00     |
| 4020004         | Sewer, CI A, 12 inch, Tr Det A                                          | Ft                  | 32    | \$55.00      | \$1,760.00   | \$123.74                | \$3,959.68   | \$45.00                | \$1,440.00     | \$55.00            | \$1,760.00   | \$45.00             | \$1,440.00     |
| 4020726         | Sewer, CI II, 42 inch Tr Det A                                          | Ft                  | 8     | \$200.00     | \$1,600.00   | \$562.48                | \$4,499.84   | \$175.00               | \$1,400.00     | \$250.00           | \$2,000.00   | \$175.00            | \$1,400.00     |
| 4027050         | Sanitary Sewer Cover, Adj.                                              | Ea                  | 1     | \$1,000.00   | \$1,000.00   | \$625.27                | \$625.27     | \$950.00               | \$950.00       | \$1,200.00         | \$1,200.00   | \$950.00            | \$950.00       |
| 4030040         | Dr. Structure, Cover Type G                                             | Ea                  | 1     | \$550.00     | \$550.00     | \$580.31                | \$580.31     | \$850.00               | \$850.00       | \$500.00           | \$500.00     | \$850.00            | \$850.00       |
| 4030200         | Dr. Structure, 24 Inch dia                                              | Ea                  | 1     | \$1,000.00   | \$1,000.00   | \$840.08                | \$840.08     | \$1,000.00             | \$1,000.00     | \$1,000.00         | \$1,000.00   | \$1,000.00          | \$1,000.00     |
| 4040033         | Underdrain, Fdn, 6 inch                                                 | Ft                  | 122   | \$10.00      | \$1,220.00   | \$4.64                  | \$566.08     | \$20.00                | \$2,440.00     | \$7.00             | \$854.00     | \$20.00             | \$2,440.00     |
| 4040113         | Underdrain, Outlet Ending, 6 inch                                       | Ea                  | 1     | \$150.00     | \$150.00     | \$143.66                | \$143.66     | \$250.00               | \$250.00       | \$175.00           | \$175.00     | \$250.00            | \$250.00       |
| 4047050         | Outlet, Rem and Salv or Replace                                         | Ea                  | 1     | \$1,200.00   | \$1,200.00   | \$1,364.95              | \$1,364.95   | \$800.00               | \$800.00       | \$3,000.00         | \$3,000.00   | \$800.00            | \$800.00       |
| 5010005         | HMA Surface, Rem                                                        | Syd                 | 810   | \$6.00       | \$4,860.00   | \$5.42                  | \$4,390.20   | \$7.60                 | \$6,156.00     | \$10.00            | \$8,100.00   | \$7.00              | \$5,670.00     |

|                                |                                             |     |      |             |              |             |              |             |              |             |              |             |              |
|--------------------------------|---------------------------------------------|-----|------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| 5010031                        | HMA, 3C                                     | Ton | 838  | \$100.00    | \$83,800.00  | \$102.58    | \$85,962.04  | \$103.00    | \$86,314.00  | \$135.00    | \$113,130.00 | \$92.00     | \$77,096.00  |
| 6020186                        | Conc Pavt with Integral Curb, Reinf, 9 Inch | Syd | 98   | \$305.00    | \$29,890.00  | \$166.49    | \$16,316.02  | \$185.00    | \$18,130.00  | \$300.00    | \$29,400.00  | \$185.00    | \$18,130.00  |
| 7047050                        | Fishing Pier                                | Ea  | 2    | \$15,000.00 | \$30,000.00  | \$11,858.82 | \$23,717.64  | \$14,400.00 | \$28,800.00  | \$22,000.00 | \$44,000.00  | \$30,000.00 | \$60,000.00  |
| 7060020                        | Conc, Low Temperature Protection            | Cyd | 6    | \$20.00     | \$120.00     | \$58.09     | \$348.54     | \$0.01      | \$0.06       | \$0.01      | \$0.06       | \$0.01      | \$0.06       |
| 7060100                        | Substructure Conc                           | Cyd | 6    | \$750.00    | \$4,500.00   | \$792.27    | \$4,753.62   | \$610.00    | \$3,660.00   | \$1,000.00  | \$6,000.00   | \$1,100.00  | \$6,600.00   |
| 7117001                        | Decorative Railing                          | Ft  | 85   | \$75.00     | \$6,375.00   | \$118.50    | \$10,072.50  | \$120.00    | \$10,200.00  | \$85.00     | \$7,225.00   | \$85.00     | \$7,225.00   |
| 8020038                        | Curb and Gutter, Conc, Det F4               | Ft  | 55   | \$30.00     | \$1,650.00   | \$63.52     | \$3,493.60   | \$30.00     | \$1,650.00   | \$70.00     | \$3,850.00   | \$30.00     | \$1,650.00   |
| 8080010                        | Fence, Chainlink, 42 inch                   | Ft  | 560  | \$15.00     | \$8,400.00   | \$15.00     | \$8,400.00   | \$15.75     | \$8,820.00   | \$13.70     | \$7,672.00   | \$13.70     | \$7,672.00   |
| 8087050                        | Gate, Bollard with Chain                    | Ea  | 1    | \$2,500.00  | \$2,500.00   | \$2,440.15  | \$2,440.15   | \$2,300.00  | \$2,300.00   | \$3,500.00  | \$3,500.00   | \$3,500.00  | \$3,500.00   |
| 8130005                        | Riprap, Heavy                               | Syd | 195  | \$80.00     | \$15,600.00  | \$97.71     | \$19,053.45  | \$98.00     | \$19,110.00  | \$100.00    | \$19,500.00  | \$98.00     | \$19,110.00  |
| 8154168                        | Viburnum trilobum 'Compactum', #3           | Ea  | 3    | \$200.00    | \$600.00     | \$130.00    | \$390.00     | \$130.00    | \$390.00     | \$55.00     | \$165.00     | \$68.00     | \$204.00     |
| 8157050                        | B2B Hoop sign                               | Ea  | 5    | \$1,000.00  | \$5,000.00   | \$150.00    | \$750.00     | \$1,300.00  | \$6,500.00   | \$1,000.00  | \$5,000.00   | \$2,500.00  | \$12,500.00  |
| 8157050                        | Interpretive Sign                           | Ea  | 8    | \$1,000.00  | \$8,000.00   | \$350.00    | \$2,800.00   | \$1,200.00  | \$9,600.00   | \$1,450.00  | \$11,600.00  | \$1,100.00  | \$8,800.00   |
| 8157050                        | Kiosk                                       | Ea  | 2    | \$500.00    | \$1,000.00   | \$2,533.26  | \$5,066.52   | \$1,800.00  | \$3,600.00   | \$4,000.00  | \$8,000.00   | \$3,000.00  | \$6,000.00   |
| 8157050                        | Bench                                       | Ea  | 3    | \$3,000.00  | \$9,000.00   | \$2,444.50  | \$7,333.50   | \$2,800.00  | \$8,400.00   | \$3,500.00  | \$10,500.00  | \$2,220.00  | \$6,660.00   |
| 8157050                        | MNRTF Sign                                  | Ea  | 1    | \$750.00    | \$750.00     | \$3,144.38  | \$3,144.38   | \$800.00    | \$800.00     | \$850.00    | \$850.00     | \$600.00    | \$600.00     |
| 8157051                        | Plaza                                       | Ls  | 1    | \$17,000.00 | \$17,000.00  | \$21,036.82 | \$21,036.82  | \$14,000.00 | \$14,000.00  | \$15,000.00 | \$15,000.00  | \$14,000.00 | \$14,000.00  |
| 8160100                        | Slope Restoration, Type A                   | Syd | 4488 | \$5.00      | \$22,440.00  | \$1.39      | \$6,238.32   | \$8.00      | \$35,904.00  | \$2.50      | \$11,220.00  | \$5.00      | \$22,440.00  |
| 8167030                        | Native Seed Mix                             | Lb  | 2    | \$50.00     | \$100.00     | \$370.00    | \$740.00     | \$100.00    | \$200.00     | \$275.00    | \$550.00     | \$10.00     | \$20.00      |
| SUBPART B SUBTOTAL             |                                             |     |      |             | \$543,775.00 |             | \$483,231.95 |             | \$517,686.56 |             | \$596,973.26 |             | \$526,729.56 |
| PART B - ALTERNATIVE BID ITEMS |                                             |     |      |             |              |             |              |             |              |             |              |             |              |

|                                            |                                         |     |     |            |             |            |             |            |             |            |             |             |             |
|--------------------------------------------|-----------------------------------------|-----|-----|------------|-------------|------------|-------------|------------|-------------|------------|-------------|-------------|-------------|
| 2040050                                    | Pavt, Rem                               | Syd | 134 | \$7.00     | \$938.00    | \$12.52    | \$1,677.68  | \$18.00    | \$2,412.00  | \$10.00    | \$1,340.00  | \$18.00     | \$2,412.00  |
| 2040061                                    | Structures, Rem Portions                | Ls  | 1   | \$5,000.00 | \$5,000.00  | \$7,946.82 | \$7,946.82  | \$2,800.00 | \$2,800.00  | \$5,000.00 | \$5,000.00  | \$3,500.00  | \$3,500.00  |
| 7157051                                    | Painting, Misc                          | Ls  | 1   | \$5,000.00 | \$5,000.00  | \$6,000.00 | \$6,000.00  | \$4,600.00 | \$4,600.00  | \$4,500.00 | \$4,500.00  | \$32,000.00 | \$32,000.00 |
| 8153166                                    | Rhus aromatica' Gro-low', #2 Cont.      | Ea  | 109 | \$32.00    | \$3,488.00  | \$74.00    | \$8,066.00  | \$74.00    | \$8,066.00  | \$46.00    | \$5,014.00  | \$31.00     | \$3,379.00  |
| 8154168                                    | Viburnum trilobum 'Compactum', #3 cont. | Ea  | 9   | \$200.00   | \$1,800.00  | \$74.00    | \$666.00    | \$74.00    | \$666.00    | \$55.00    | \$495.00    | \$68.00     | \$612.00    |
| 8160025                                    | Mulch                                   | Syd | 123 | \$5.00     | \$615.00    | \$7.95     | \$977.85    | \$16.00    | \$1,968.00  | \$5.95     | \$731.85    | \$4.65      | \$571.95    |
| 8160066                                    | Topsoil Surface, Furn, 8 inch           | Syd | 123 | \$7.50     | \$922.50    | \$24.26    | \$2,983.98  | \$30.00    | \$3,690.00  | \$3.00     | \$369.00    | \$6.85      | \$842.55    |
| SUBPART B - ALTERNATIVE BID ITEMS SUBTOTAL |                                         |     |     |            | \$17,763.50 |            | \$28,318.33 |            | \$24,202.00 |            | \$17,449.85 |             | \$43,317.50 |

|   |                                          |  |  |  |                |  |                |  |                |  |                |  |                |
|---|------------------------------------------|--|--|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|
| A | PART A SUBTOTAL                          |  |  |  | \$724,824.00   |  | \$883,413.80   |  | \$1,006,906.31 |  | \$895,643.81   |  | \$1,013,321.51 |
|   | SUBPART B SUBTOTAL                       |  |  |  | \$543,775.00   |  | \$483,231.95   |  | \$517,686.56   |  | \$596,973.26   |  | \$526,729.56   |
|   | Part A and B Subtotal                    |  |  |  | \$1,268,599.00 |  | \$1,366,645.75 |  | \$1,524,592.87 |  | \$1,492,617.07 |  | \$1,540,051.07 |
|   | SUBPART B ALTERNATIVE BID ITEMS SUBTOTAL |  |  |  | \$17,763.50    |  | \$28,318.33    |  | \$24,202.00    |  | \$17,449.85    |  | \$43,317.50    |
|   | OVERALL PROJECT TOTAL                    |  |  |  | \$1,286,362.50 |  | \$1,394,964.08 |  | \$1,548,794.87 |  | \$1,510,066.92 |  | \$1,583,368.57 |



To: Mayor Edmonds & City Council  
From: Ericka R. Savage, Assistant to the City Manager  
Ralph A. Lange, City Manager  
Stan Kirton, Department of Public Services  
Date: June 11, 2015  
RE: **Contract with Simple Recycling for Curbside Collection of Clothing, Textiles and Home Goods**

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Office of the City Manager

## **REQUEST FOR LEGISLATION SUMMARY/BACKGROUND**

Simple Recycling is a curbside clothing and household discard recycling program of clothing, textiles and home goods. It is a free service to residents and the City. Simple Recycling will provide residents with bags and labels. Residents will place their bags out with their other waste, and their trucks will provide curbside services on the same day. No advance notice is required to Simple Recycling. The City will be paid a nominal fee (a penny per pound) based on the volumes collected.

More information on the program, including a comprehensive list of all items accepted can be found at: [www.SimpleRecycling.com](http://www.SimpleRecycling.com). The company is currently expanding in Michigan, having contracts with East Lansing <https://www.cityofeastlansing.com/CivicAlerts.aspx?AID=24>, Lansing <http://www.lansingmi.gov/ClothingandTextileRecycling>, Walled Lake, South Lyon, Wixom, Harrison Township and Saline.

Under the program, a packet will be mailed to each resident of the City, including date that the services will begin. An example of the packet, including the bags, has been provided to City Council and staff. If a resident places out one or both bags, Simple Recycling will replenish the bags on site.

Staff is bringing this initiative to City Council as a component of City Council's goal of promoting green initiatives and waste reduction. The City has the option to cancel this contract within 45 days.

### **Vetting Process**

- Simple Recycling is endorsed by MML.
- Simple Recycling is endorsed by Republic Services.
- Simple Recycling is endorsed by RRRASOC (Resources Recovery & Recycling Authority of Southwest Oakland County).
- City Manager's Office and DPS staff met on April 1, 2015 to review the Simple Recycling materials and develop questions for Simple Recycling.



- I called the City of East Lansing and spoke with the Director of Environmental Services, Catherine DeShambo, on April 2, 2015. She endorsed the program and said there were only minor problems when it was rolled out that were quickly resolved. The main areas of concern were people calling after seeing the bags because they did not read the mailing. The second area of concern was regarding non-profit organizations not receiving as much business. This was discussed at length with Simple Recycling and nothing about their program prevents a resident from donating to other organizations, including organizations that offer curbside services.
- City Manager's Office and DPS staff met with Scott Brady of Simple Recycling and Scott Cabauatan of Republic Services on April 15, 2015 to discuss the program and ask questions.
- Simple Recycling presented at City Council Meeting May 7, 2015 to discuss the program and answer City Council questions.

ATTACHMENTS: Resolution

RECOMMENDED ACTION: Approval

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

CITY MANAGER COMMENTS:

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

COUNCIL ACTION TAKEN:



Resolution No. 2015-141

June 16, 2015

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

**WHEREAS,** The City of Ypsilanti desires to partner with Simple Recycling, a company that collects usable clothing, shoes, textiles and household goods for reuse and recycling; and

**WHEREAS,** Ypsilanti residents will have the opportunity to set these materials out at the curbside on their normal recycling day and Simple Recycling will provide special bags and tags to residents to set out these items; and

**WHEREAS,** Simple Recycling will provide this service for free to both the City and residents, as well as pay the City a nominal fee for recyclables collected; and

**WHEREAS,** and as a component of City-wide initiatives to become more energy efficient and reduce waste, residents are still encouraged to contribute to charitable organizations, thrift stores, and charitable donation options.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Mayor and City Clerk are authorized to sign a contract with Simple Recycling, subject to the approval by the City Attorney.

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

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

YES:              NO:              ABSENT:              VOTE:



REQUEST FOR LEGISLATION  
June 16, 2015

TO: MAYOR AND CITY COUNCIL

FROM: MARILOU T. UY  
FINANCE DIRECTOR

SUBJ: REQUEST FOR APPROVAL OF A ONE-YEAR EXTENSION FOR ACCOUNTING SERVICE  
ENGAGEMENT BY REHMANN ROBSON FOR THE FY 2014-2015 AUDIT

DATE: June 16, 2015

The Finance Department is requesting a one-year extension of Financial Outsourcing Services for the Year End and Report Preparation of the City. I believe that with the help of Rehmann Robson, the Finance Department will be able to focus more on the day-to-day financial operations of the City. Also, having another party looking at our financial statements would promote transparency, more accurate data, and better internal control in the Finance Department and the City as a whole. I believe that with this service outsourced, our department will be more efficient; our financial statements will be more reliable and up-to-date with current regulations and compliance requirements.

Based on their experience, expertise, and high quality of service, I recommend that the City Council approve the attached one year agreement with Rehmann Robson to assist us with Year End Accounting Service and Year End Report Preparation.

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

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution, Financial Outsourcing Engagement letter

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

COUNCIL AGENDA DATE: June 16, 2015  
CITY MANAGER COMMENTS:

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



Resolution No. 2015-142  
June 16, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Finance Department is requesting to outsource assistance for a one year extension of Fiscal Year-End Accounting Service and Year-end Report Preparation of the City AND

WHEREAS, this service will help the Finance Department focus on the day-to-day Financial Operations of the City; AND

WHEREAS, Rehmann Robson is familiar with the City of Ypsilanti of finances, GAAP and GASB standards, and CAFR preparation; AND

WHEREAS, the agreement between Rehmann Robson and the City of Ypsilanti has been approved by the City's legal counsel as to form; AND

NOW BE IT HEREBY RESOLVED that the Ypsilanti City Council approve a one-year extension agreement with Rehmann Robson to perform Year-end accounting services and Year-end Report preparation under the direction of the Fiscal Services Director.

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

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

YES:

NO:

ABSENT:

VOTE:

## **Financial Outsourcing Service Engagement Letter**

May 11, 2015

City of Ypsilanti  
One South Huron Street  
Ypsilanti, Michigan 48197

We are pleased to confirm our understanding of the financial outsourcing services we are to provide the City of Ypsilanti, Michigan relative to the fiscal year ending June 30, 2015. Similar to the previous two years, we propose to provide year-end accounting and report preparation assistance for a total fee of \$33,830. We do not anticipate additional fees this year for the implementation of new standards (as GASB 67 was implemented last year and GASB 68 will not require significant additional time). If other services are needed or requested over and above those previously provided, we will arrive at a mutually acceptable fee arrangement before performing any additional work.

### **City of Ypsilanti Responsibilities**

Management of the City of Ypsilanti is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the financial position and the changes in financial position and cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

The City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing our services under this financial outsourcing engagement.

### **Administration, Fees and Other**

The City acknowledges that: (a) Rehmann Robson, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise; (b) no party has control over the performance, reliability, availability, or security of Internet e-mail; and (c) Rehmann Robson shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann Robson's reasonable control.



City of Ypsilanti

May 11, 2015

Page 2 of 3

We will invoice for our services no less frequently than monthly based on the actual hours worked. In accordance with our firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our firm administrator.

We acknowledge the City's right to terminate our services at any time and the City acknowledges our right to resign at any time, provided in either instance that the terminating party provides thirty days advance written notice of such termination.

The City consents to Rehmann Robson's use of the City's name and a factual description of the services to be performed by Rehmann Robson under this agreement in Rehmann Robson's advertising and promotional materials and other proposal opportunities.

We appreciate the opportunity to be of service to the City of Ypsilanti and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

A black rectangular redaction box covering a signature.

**ACKNOWLEDGEMENT:**

This letter correctly sets forth the understanding of the *City of Ypsilanti*.

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Example

### REHMANN CHANGE ORDER

Client: City of Ypsilanti

Date:

Project Description (and estimated completion date, if appropriate):

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Estimated Additional Fees:     \$\_\_\_\_\_

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original agreement, dated \_\_\_\_\_. The estimated fees for the above project have been mutually agreed upon by the City, and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

\_\_\_\_\_  
Officer signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Resolution No. 2015-143  
June 16, 2015

Resolution against the Elimination of Local Governments' Authority to  
Raise Local Labor Market Standards above State Minimums

Whereas, House Bill 4052 and Senate Bill 337 would deprive local governments - including all cities, municipalities and counties - in the state of Michigan of the power to set prevailing, living and minimum wage levels, as well as other forms of local labor market regulation (e.g., earned sick leave requirements) for the businesses operating in their communities, not only preventing new regulations of these kinds but invalidating existing policies;

Whereas, The City of Ypsilanti has long had Prevailing Wage and Living Wage Ordinances that have been valuable economic development tools which would be undermined should one of these Bills become law;

Whereas, Economic and social challenges (e.g., cost of living) and the opportunities (e.g., average education and income levels) vary considerably among Michigan's cities and counties, so that (provided that the state establishes a basic minimum or floor) a "one size fits all" state-level strategy of economic development is likely to be sub-optimal with respect to the kinds of policies covered by HB4052 and SB 337;

Whereas, Allowing local governments in Michigan to experiment with different permutations of such policies advances our understanding of such policies' benefits, costs and limits in the particular context of our state, to the benefit of all citizens of our state; and

Whereas, Political values and priorities vary among communities in Michigan as in every other state, a reality best reconciled with the ideal of democratic decision-making by devolving policy-making power to the most local level that does not give rise to negative (e.g., race to the bottom) dynamics;

RESOLVED, That the City of Ypsilanti opposes HB4052 and SB337 and encourages the members of the Senate's Michigan Competitiveness Committee and, should it come to the floor of the Senate, all Michigan Senators, to vote against these Bills and any others with similar restrictions on local government authority that may be advanced in the future; and

RESOLVED, That should the Michigan Senate pass either of these bills or any others that have the same basic goals, the City of Ypsilanti urges Governor Snyder to stand up for the principles of democratic decision-making by refusing to sign any such proposed legislation into law; and

RESOLVED, That the City Clerk shall send a certified copy of this resolution to the Majority Leader Arlan Meekhof and the Minority Leader Jim Ananich of the Michigan Senate, and to Michigan Senator Rebekah Warren, Michigan Representative Dave Rutledge and Governor Rick Snyder.

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

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

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2015-144  
June 16, 2015

**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:



# **Action Minutes**



**CITY OF YPSILANTI  
REGULAR MEETING ACTION MINUTES  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
Tuesday, June 16, 2015  
7:00 p.m.**

**I. CALL TO ORDER –  
The meeting was called to order at 7:15 p.m.**

**II. ROLL CALL –**

|                             |         |                     |         |
|-----------------------------|---------|---------------------|---------|
| Council Member Anne Brown   | Present | Council Member Robb | Present |
| Council Member Nicole Brown | Present | Council Member Vogt | Present |
| Council Member Murdock      | Present | Mayor Edmonds       | Present |
| Mayor Pro-Tem Richardson    | Present |                     |         |

**All Present**

**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 –  
The agenda was approved as amended**

**Changes:**

- Resolution No. 2015 – 141, Simple Recycling *was moved and heard before "Ordinances"*.
- Resolution No. 2015 – 135, approving the Depot Town Development Plan and tax Increment Financing Plan *was removed*.
- Resolution No. 2015 – 136, approving the City of Ypsilanti pay for the final installment of the Depot Town DDA Debt *was removed*.

**VII. PRESENTATIONS –**

- Resolution No. 2015-116, designating Ypsilanti, Michigan A Bee City USA – Mayor Edmonds  
**Approved: Yes – 7; No – 0; Absent - 0**
- Resolution No. 2015-132, in recognition of Gun Safety Week – Police Chief Tony DeGiusti  
**Approved: Yes – 7; No – 0; Absent - 0**
- Presentation on *Branding* – Debbie Locke-Daniels, Ypsilanti Convention and Visitors Bureau

**VIII. AUDIENCE PARTICIPATION –**

**IX. REMARKS BY THE MAYOR –**

- Resolution No. 2015-141, approving the implementation of Simple Recycling in the City of Ypsilanti.  
**Approved: Yes – 5; No – 2 (Richardson, A. Brown); Absent - 0**

**X. ORDINANCES – SECOND READING –**

1. Resolution No. 2015-133, approving Ordinance No. 1249, an ordinance entitled, “An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2014/15 and FY 2015/16 be approved on Second and Final Reading.  
**Approved as Amended: Yes – 6; No – 1 (Robb); Absent - 0**
2. Resolution No. 2015-134, approving Ordinance No. 1250, an ordinance entitled, “2015-2016 Tax Levy Ordinance” on Second and Final Reading.  
**Approved: Yes – 7; No – 0; Absent - 0**
3. Resolution No. 2015-135, approving Ordinance No. 1244: Adoption, Amendment and Restatement of the Depot Town Development Plan and Tax Increment Financing Plan. ~~***(First Reading held April 7, 2015)***~~  
**(Removed)**

**XI. MINUTES –**

**XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

1. Resolution No. 2015-136, approving the City of Ypsilanti pay for the final installment of the Depot Town DDA Debt.  
**(Removed)**
2. Resolution No. 2015-128, approving fee schedule. ~~***(Tabled June 9, 2015)***~~  
**(Removed)**

3. Resolution No. 2015-137, approving MDOT contract for 2015 Adams Street Project and the allocation of funding for the construction costs and construction engineering services.  
**Approved: Yes – 7; No – 0; Absent – 0**
4. Resolution No. 2015-138, approving contract with Orchard, Hiltz & McCliment, Inc. (OHM) for the Adams Street Paving and Water Main Improvement Project Construction Engineering Services.  
**Approved: Yes – 7; No – 0; Absent – 0**
5. Resolution No. 2015-139, awarding contract for construction engineering for the Heritage Bridge and Border to Border Trail.  
**Approved: Yes – 5; No – 1 (Robb); Absent – 1 (Vogt)**
6. Resolution No. 2015-140, accepting bid for Heritage Bridge and Border to Border Trail.  
**Approved: Yes – 6; No – 1 (Robb); Absent – 0**
7. Resolution No. 2015-141, approving the implementation of Simple Recycling in the City of Ypsilanti. *(Moved and heard before "Ordinances")*
8. Resolution No. 2015-142, approving an extension to the auditing contract with Rehmann-Robson.  
**Approved: Yes – 7; No – 0; Absent – 0**
9. Resolution 2015-143, against the elimination of local governments' authority to raise local labor market standards above State minimums.  
**Approved: Yes – 7; No – 0; Absent – 0**

**XIV. LIASON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Washtenaw Metro Alliance
- D. Urban County
- E. Freight House
- F. Parks and Recreation
- G. Millennial Mayors Conference
- H. Ypsilanti Downtown Development Authority
- I. Eastern Washtenaw Safety Alliance

**XIV. COUNCIL PROPOSED BUSINESS –**

**XV. COMMUNICATIONS FROM THE MAYOR –**

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

**XVII. AUDIENCE PARTICIPATION –**

**XVIII. REMARKS FROM THE MAYOR –**

**XIX. ADJOURNMENT -**

Resolution No. 2015-144, adjourning the City Council meeting.  
**The meeting adjourned at 10:42 p.m.**