



CITY OF YPSILANTI
DDA OPERATIONS AND FINANCE COMMITTEE
Monday, January 8, 2024 @ 8:30 AM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)

1. CALL TO ORDER

2. ROLL CALL

A.	Andy French (C)	Paul Ajlouny
	Patton Doyle	Gerry Kreiner
	Malissa Gillett	Bryan Foley
	Emmy Maurer	

3. AGENDA APPROVAL

4. APPROVAL OF MINUTES

A. 12-13-23 Minutes

5. PUBLIC COMMENT (3 MINUTES)

6. STAFF/FINANCIAL REPORT

A. Financial Report

7. NEW BUSINESS

- A. Election of Committee Chair and Vice-Chair
- B. Depot Town and River Street RFP
- C. Administrative Services Contract
- D. Director Employment Agreement and Process - Discussion

8. PROPOSED BUSINESS

9. PUBLIC COMMENT (3 MINUTES)

10. ADJOURNMENT



MINUTES
OPERATIONS AND FINANCE COMMITTEE MEETING
8:30 AM - December 13, 2023
City Council Chambers - 1 S. Huron St.

1. CALL TO ORDER

2. ROLL CALL

PATTON DOYLE	P	ANDY FRENCH (C)	P
PAUL AJLOUNY	P	BRYAN FOLEY	A
MALISSA GILLET	A	GERRY KREINER	P
EMMY MAURER	P		

3. AGENDA APPROVAL

Patton Doyle motioned to approve the agenda. Paul Ajlouny supported the motion. Motion Carried - unanimous.

4. APPROVAL OF MINUTES

Emmy Maurer motioned to approve the November 8, 2023 meeting minutes and Patton Doyle supported the motion. Motion carried - unanimous.

5. PUBLIC COMMENT (3 MINUTES EACH) - none.

6. FINANCIAL REPORT

A. Financial Report

Staff provided an updated budget report, and gave an extensive overview.

Andy French pointed out a spreadsheet mistake where the starting funds are carried over from the wrong year. Staff will correct it.

7. NEW BUSINESS

A. Budget amendment

Staff explained a discrepancy found in the approved budget and asked the committee to consider what to do with the unassigned funds.

The committee decided its best to leave the funds where they are, if another facade grant comes forward, they can apply for it. If not, it can go back into general fund.

Patton Doyle motioned to recommend that the board rescind moving \$5,000 from the Depot Town Façade to Rehab Grants account, and to rescind moving \$2,000 from Rehab Grants to special events. Paul Ajlouny supported the motion. Motion passed - unanimous.

B. Intergovernmental Contractual Services Agreement - Informational item

Interim City Manager Andrew Hellenga drafted a draft ICSA and presented it to the committee.

This is an informational item that will be further discussed in January. Staff just wanted to put on the committees radar.

C. 2024 Meeting Schedule

Gerry Kreiner motioned to approve the 2024 Operations and Finance Calendar. Patton Doyle supported the motion. Motion passed - unanimous.

8. PROPOSED BUSINESS

Patton Doyle discussed the Washington St cafe lights. Staff will look for vendors for cafe light maintenance. It is very dark without lighting. Staff will track down the situation with the cafe lights YCUA took down for construction.

Depot Town Plaza Discussions - Andy French suggested developing RFP before the end of the year. Staff responded that it is not possible with City Hall closing next week. Staff will work to have something to this committee in January. Andy would like to see River St turned into a gateway in preparation for Cross st bridge closure. To be included in RFP.

Staff update on the Depot Town Mural. It is finally at HDC level but it looks like it does not conform to the sign ordinance, and because the sign is affixed differently, it does not fall into a like-for-like legacy situation. The mural may need to be redrawn as a 10x10 to pass the ordinance.

9. PUBLIC COMMENT (3 MINUTES) - none.

10. ADJOURNMENT

Meeting adjourned at 9:34am.

Downtown Development Authority

DOWNTOWN	ACTUAL	PROJECTED	ACTUAL TD
Fiscal Year	2022/23	2023/24	2023/24
Revenues			
Operating	\$ 42,731	\$ 31,036	\$ 56,403
TIF	374,046	420,750	38,973
Revenue Subtotal	<u>\$ 416,777</u>	<u>\$ 451,786</u>	<u>\$ 95,377</u>
Expenditures			
Operating	\$ 4,156	\$ 6,655	\$ 2,284
TIF	\$ 406,407	\$ 366,392	\$ 157,383
Expenditure Subtotal	<u>\$ 410,563</u>	<u>\$ 373,047</u>	<u>\$ 159,667</u>
Surplus/(Loss)	\$ 6,214	\$ 78,739	\$ (64,290)

Memo: General Fund Balances			
Starting Fund Balance	\$ 352,734	\$ 358,948	\$ 358,948
Current Year Surplus/(Loss)	<u>6,214</u>	<u>78,739</u>	<u>(64,290)</u>
Ending Fund Balance	\$ 358,948	\$ 437,687	\$ 294,657
Unpaid Grants			

DOWNTOWN REVENUE		413	ACTUAL	PROJECTED	ACTUAL YTD	
FISCAL YEAR			2022/23	2023/24	2023/24	
TOTAL REVENUE			\$ 416,777	\$ 451,786	\$ 95,377	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	413-4-7230-402-00		26,974	30,000	31,236	
DELINQUENT PROPERTY	413-4-7230-420-01		11	10		
INTEREST ON CURRENT TAXES	413-4-7230-445-02		19	25	3	
INTEREST ON DELINQUENT TAXES	413-4-7230-445-05		1	1		
INTEREST EARNINGS	413-4-7230-664-00		11,383	1,000	5,164	
MISCELLANEOUS REVENUE	413-4-7230-694-01		4,344	-		
COUNTY GRANT					20,000	
			\$ 42,731	\$ 31,036	\$ 56,403	\$ -
TIF REVENUE						
TIFA REIMB PA 86 S17	413-4-7231-410-00		18,732	15,000		
CURRENT TIFA TAXES	413-4-7231-439-01		292,293	375,000		
DDA OFFICER REFUND			12,750	12,750		
DOWNTOWN GARBAGE COLLECTION			19,866	18,000	10,734	
LOCAL COMMUNITY STABILIZATION					18,239	
MISCELLANEOUS REVENUE			30,405		10,000	
			\$ 374,046	\$ 420,750	\$ 38,973	\$ -

note: county reimbursement - 20k

DOWNTOWN EXPENDITURES		ACTUAL	PROJECTED	ACTUAL YTD	REMAINING
FISCAL YEAR		2022/23	2023/24	2023/24	BUDGETED
TOTAL EXPENDITURES		\$ 410,563	\$ 373,047	\$ 159,667	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	413-7-7230-728-00	684	600	88	512
POSTAGE	413-7-7230-730-00		200	-	200
OPERATING SUPPLIES	413-7-7230-757-00	79	300	237	63
AUDIT FEES	413-7-7230-807-00	508	600	136	464
CONTRACTUAL SERVICES	413-7-7230-818-00	931	200	-	200
GENERAL LIABILITY	413-7-7230-822-10	-	300	798	(498)
LEGAL SERVICES	413-7-7230-826-10	413	1,000	42	958
TELEPHONE	413-7-7230-853-00	777	650	357	293
CONFERENCES AND WORKSHOPS	413-7-7230-864-01	263	510	370	140
PRINTING AND PUBLISHING	413-7-7230-900-00	450	2,040	255	1,785
MEMBERSHIPS AND DUES	413-7-7230-958-00	53	255		255
		\$ 4,156	\$ 6,655	\$ 2,284	\$ 4,371
TIF EXPENDITURES					
IGA 20%		71,039	62,962		62,962
ADMIN CONTRACT		38,760	29,580		29,580
TIF/CAPITAL IMPROV	413-7-7231-820-00	35,178	30,000	46,889	(16,889)
IRRIGATION SYSTEM		199	200	43	157
STREETSCAPE MAINTENANCE	413-7-7231-820-02	12,506	20,000	28	19,972
WASTE MANAGEMENT	413-7-7231-820-03	33,835	22,000	14,145	7,855
DTE ELECTRIC BILL		182	150	46	104
HOLIDAY LIGHTING & MAINTENANCE*	413-7-7231-820-06	4,516	7,500	9,228	(1,728)
SPECIAL EVENT CONTRIBUTION	413-7-7231-965-0	9,500	15,000	14,255	746
FAÇADE GRANT	413-7-7231-965-06	38,000	20,000	10,000	10,000
SOLAR GRANT		-	10,000	10,000	-
COMMUNITY HEALTH		-	50,000		50,000
BUILDING REHABILITATION GRANT	413-7-7231-971-27	-	20,000		20,000
MISCELLANEOUS WAGES		-	9,000		9,000
BUSINESS RELIEF FUND		-	70,000	\$51,750	18,250
CONTRACTUAL SERVICES		227			-
PEDESTRIAN TRASH COLLECTION				1,000	(1,000)
BOND PAYMENT	413-7-7231-999-20	162,465		-	
		\$ 406,407	\$ 366,392	\$ 157,383	\$ 209,009
Surplus or deficit		\$ 6,214	\$ 78,739	\$ (64,290)	

Items not reflected in YTD:

\$19480 to be reimbursed from County for Holiday lights
Yiftee reimbursement from GameAbove Yet to be calculated

2 remaining business relief grant to pay out

up to 10k - marketing campaign

photographer

Other Notes:

General liability high - staff will investigate
\$15046 to be moved from TIF to Holiday lights
pedestrian trash collection line item hasn't been used in years - staff will investigate

For all districts: misc wages, and community health line items not used - staff will investigate

Downtown Development Authority

DEPOT TOWN	ACTUAL	PROJECTED	ACTUAL YTD	
Fiscal Year	2022/23	2023/24	2023/24	
Revenues				
Operating	\$ 9,530	\$ 8,510	\$ 7,528	\$ -
TIF	120,350	121,574	-	-
Revenue Subtotal	<u>\$ 129,879</u>	<u>\$ 130,084</u>	<u>\$ 7,528</u>	<u>\$ -</u>
Expenditures				
Operating	\$ 2,143	\$ 2,670	\$ 1,278	\$ -
TIF	\$ 90,607	\$ 204,717	\$ 50,916	\$ -
Expenditure Subtotal	<u>\$ 92,750</u>	<u>\$ 207,387</u>	<u>\$ 52,195</u>	<u>\$ -</u>
Surplus/(Loss)	\$ 37,129	\$ (77,303)	\$ (44,667)	\$ -

Memo: General Fund Balances				
Starting Fund Balance	\$ 219,068	\$ 256,197	\$ 256,197	
Current Year Surplus/(Loss)	<u>\$ 37,129</u>	<u>\$ (77,303)</u>	<u>\$ (44,667)</u>	
Ending Fund Balance	\$ 256,197	\$ 178,894	\$ 211,530	
Unpaid Grants				

DEPOT TOWN REVENUE		275	ACTUAL	PROJECTED	ACTUAL YTD	
FISCAL YEAR			2022/23	2023/24	2023/24	
TOTAL REVENUE			\$ 129,879	\$ 130,084	\$ 7,528	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	275-4-7290-402-00		3,773	8,000	6,175	
INTEREST ON CURRENT TAXES	275-4-7290-445-02			10		
INTEREST EARNINGS	275-4-7290-664-01		5,756	500	1,353	
MISCELLANEOUS REVENUE	275-4-7270-694-01					
			\$ 9,530	\$ 8,510	\$ 7,528	\$ -
TIF REVENUE						
DDA OFFICER REFUND			6,000	6,000	0	
MISCELLANEOUS REVENUE	275-4-7291-410-00		0			
CURRENT TIFA TAXES	275-4-7291-674-43		114,350	115,574	0	
			\$ 120,350	\$ 121,574	\$ -	\$ -

DEPOT TOWN EXPENDITURES		ACTUAL	PROJECTED	ACTUAL YTD	REMAINING
FISCAL YEAR		2022/23	2023/24	2023/24	BUDGETED
TOTAL EXPENDITURES		\$ 92,750.10	\$ 207,387.00	\$ 52,194.55	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	275-7-7290-728-00	124	280	35	245
POSTAGE	275-7-7290-730-00	-	140		140
OPERATING SUPPLIES	275-7-7290-757-00	41	140	229	(89)
AUDIT FEES	275-7-7290-807-00	260	250	75	175
CONTRACTUAL SERVICES	275-7-7290-818-00	806	200	-	200
GENERAL LIABILITY	275-7-7290-822-10		100	438	(338)
LEGAL SERVICES	275-7-7290-826-10	198	500	23	477
TELEPHONE	275-7-7290-853-00	293	140	135	5
CONFERENCES AND WORKSHOPS	275-7-7290-864-01	121	280	203	77
PRINTING AND PUBLISHING	275-7-7290-900-00	217	500	140	360
MEMBERSHIPS AND DUES	275-7-7290-958-00	84	140	-	140
		\$ 2,143	\$ 2,670	\$ 1,278	\$ 1,392
TIF EXPENDITURES					
IGA 20%		21,670	22,797		22,797
ADMIN CONTRACT	275-7-7291-818-00	21,143	13,920		13,920
STREETSCAPE MAINTENANCE	275-7-7291-820-02	5,881	15,000		15,000
HOLIDAY LIGHTING & MAINTENANCE	275-7-7291-820-06	1,016	5,000	2,000	3,000
SPECIAL EVENT CONTRIBUTION		6,300	7,500	6,500	1,000
COMMUNITY HEALTH		-	6,000		6,000
FAÇADE GRANT	275-7-7291-965-06	-	5,000		5,000
BUILDING REHABILITATION GRANT	275-7-7291-971-27	-	-		-
MISCELLANEOUS WAGES		-	4,500		4,500
TIF/CAPITAL IMPROV	275-7-7291-974-01	34,354	25,000	30,576	(5,576)
INFRASTRUCTION CAPITAL PROJECTS	275-7-7291-991-00		100,000	11,840	88,160
CONTRACTUAL SERVICES		125			-
MISCELLANEOUS EXPENSE		118			-
		\$ 90,607	\$ 204,717	\$ 50,916	\$ 153,801
Surplus or Deficit		\$ 37,129	\$ (77,303)	\$ (44,667)	

Items not reflected in YTD:

\$5300 to be reimbursed from County for Holiday lights

Yiftee reimbursement from GameAbove Yet to be calculated

13,175 - caboose to be moved from TIF to ICP

photographer

Other Notes:

General liability high - staff will investigate

Downtown Development Authority

General Fund Balances and Operating Details

WEST CROSS	ACTUAL	PROJECTED	ACTUAL YTD	
Fiscal Year	2022/23	2023/24	2023/24	
Revenues				
Operating	\$ 20,599	\$ 11,322	\$ 19,670	\$ -
TIF	143,100	131,016	-	-
Revenue Subtotal	<u>\$ 163,699</u>	<u>\$ 142,338</u>	<u>\$ 19,670</u>	<u>\$ -</u>
Expenditures				
Operating	1,043	3,326	820	-
TIF	97,251	188,016	17,474	-
Expenditure Subtotal	<u>\$ 98,294</u>	<u>\$ 191,342</u>	<u>\$ 18,294</u>	<u>\$ -</u>
Surplus/(Loss)	<u>\$ 65,404</u>	<u>\$ (49,004)</u>	<u>\$ 1,376</u>	<u>\$ -</u>

Memo: General Fund Balances				
Starting Fund Balance	\$ 295,656	\$ 361,060	\$ 361,060	
Current Year Surplus/(Loss)	65,404	(49,004)	1,376	
Ending Fund Balance	<u>\$ 361,060</u>	<u>\$ 312,056</u>	<u>\$ 362,436</u>	<u>\$ -</u>
Memo: Accrued Liabilities				
Unpaid Grants	<u>\$ -</u>			

WEST CROSS REVENUE		275	ACTUAL	PROJECTED	ACTUAL YTD	
FISCAL YEAR			2022/23	2023/24	2023/24	
TOTAL REVENUE			\$ 163,699	\$ 142,338	\$ 19,670	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	275-4-7270-402-00		14,814	11,282	11,023	
PERSONAL PROP TAX REIMBURSE	275-4-7270-402-05		0	20		
DELINQUENT PERSONAL PROPERTY	275-4-7270-420-01		18	20	5	
INTEREST ON CURRENT TAXES	275-4-7270-445-02		9		3	
INTEREST ON DELINQUENT TAXES	275-4-7270-445-05		1		1	
INTEREST EARNINGS	275-4-7270-664-00		5,756		1,232	
MISCELLANEOUS REVENUE	275-4-7270-694-01				7,406	
			\$ 20,599	\$ 11,322	\$ 19,670	\$ -
TIF REVENUE						
TIFA REIMB PA 86 S17	275-4-7271-410-00		6,994	4,500	0	
YDDA OFFICER REFUND			8,192	6,250	0	
CURRENT TIFA TAXES	275-4-7271-439-02		127,914	120,266	0	
			\$ 143,100	\$ 131,016	\$ -	\$ -

WEST CROSS EXPENDITURES		ACTUAL	PROJECTED	ACTUAL YTD	REMAINING
FISCAL YEAR		2022/23	2023/24	2023/24	
TOTAL EXPENDITURES		\$ 98,294	\$ 191,342	\$ 18,294	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	275-7-7270-728-00	92	210	37	173
POSTAGE	275-7-7270-730-00	-	105		105
OPERATING SUPPLIES	275-7-7270-757-00	31	105	98	7
AUDIT FEES	275-7-7270-807-00	130	155	56	99
CONTRACTUAL SERVICES	275-7-7270-818-00	385	100		100
GENERAL LIABILITY	275-7-7270-822-10	-	891	328	563
LEGAL SERVICES	275-7-7270-826-10	-	500	17	483
TELEPHONE	275-7-7270-853-00	57	105	26	79
CONFERENCES AND WORKSHOPS	275-7-7270-864-01	109	210	153	57
PRINTING AND PUBLISHING	275-7-7270-900-00	177	840	105	735
MEMBERSHIPS AND DUES	275-7-7270-958-00	63	105	-	105
		\$ 1,043	\$ 3,326	\$ 820	\$ 2,506
TIF EXPENDITURES					
IGA 20%		22,649	24,016	-	24,016
ADMIN CONTRACT	275-7-7271-818-00	22,871	14,500	-	14,500
STREETSCAPE MAINTENANCE	275-7-7271-820-02	6,116	10,000	-	10,000
HOLIDAY LIGHTING & MAINTENANCE*	275-7-7271-820-06	1,000	5,000	1,400	3,600
SPECIAL EVENT CONTRIBUTION	275-7-7271-965-05	5,000	5,000	3,000	2,000
SOLAR		10,000	20,000	-	20,000
FAÇADE GRANT		8,661	15,000	-	15,000
BUILDING REHABILITATION GRANT	275-7-7271-971-27	5,000	15,000	-	15,000
MISCELLANEOUS WAGES		-	4,500	-	4,500
TIF/CAPITAL IMPROV	275-7-7271-820-00	15,954	25,000	13,074	11,926
INFRASTRUCTURE CAPITAL IMPROVEMENTS			50,000	-	50,000
		\$ 97,251	\$ 188,016	\$ 17,474	\$ 170,542

Items not reflected in YTD:

Yiftee reimbursement from GameAbove Yet to be calculated

photographer

Other Notes:

General liability high - staff will investigate

All DDA Revenue		ACTUAL	PROJECTED	YTD		
Fiscal Year		2022/23	2023/24			
Revenues						
Operating	\$	72,859	\$ 50,868	\$ 83,601		
TIF		637,496	673,340	38,973		
Revenue Subtotal	\$	710,355	\$ 724,208	\$ 122,574		
Expenditures						
Operating		7,343	12,651	4,382		
TIF		594,264	759,125	225,773		
Expenditure Subtotal	\$	601,607	\$ 771,776	\$ 230,155		
Surplus/(Loss)	\$	108,747	\$ (47,568)	\$ (107,581)		

Memo: General Fund Balances						
Starting Fund Balance	\$	867,458	\$ 976,205	\$ 976,205		
Current Year Surplus/(Loss)		108,747	(47,568)	(107,581)		
Ending Fund Balance	\$	976,205	\$ 928,637	\$ 868,624		

Memo: Accrued Liabilities						
Unpaid Grants						

DDA REVENUE	ACTUAL	PROJECTED	YTD	
FISCAL YEAR	2022/23	2023/24	2023/24	
TOTAL REVENUE	\$ 679,950	\$ 724,208	\$ 74,335	\$ -
OPERATING REVENUE (1.8282 mils)				
CURRENT PROPERTY TAXES	45,561	49,282	48,433	
PPT TIF REIMBURSE	0	20	0	
DELINQUENT PERSONAL PROPERTY	29	30	5	
INTEREST ON CURRENT TAXES	28	35	7	
INTEREST ON DELINQUENT TAXES	2	1	1	
INTEREST EARNINGS	22,896	1,500	7,749	
MISCELLANEOUS REVENUE	4,344	0	7,406	
	\$ 72,859	\$ 50,868	\$ 63,601	\$ -
TIF REVENUE				
TIFA REIMB PA 86 S17	25,726	19,500	0	
CURRENT TIFA TAXES	534,557	610,840	0	
DDA OFFICER REFUND	26,942	25,000	0	
DO GARBAGE COLLECTION	19,866	18,000	10,734	
MISCELLANEOUS REVENUE	30,405	0	10,000	
	\$ 607,091	\$ 673,340	\$ 10,734	\$ -

DDA EXPENDITURES		ACTUAL	PROJECTED	YTD	
FISCAL YEAR		2022/23	2023/24	2023/24	
TOTAL EXPENDITURES		\$ 600,663	\$ 495,786	\$ 165,365	\$ -
OPERATING EXPENDITURES					
OFFICE SUPPLIES	900	1,090	160		
POSTAGE	-	445	-		
OPERATING SUPPLIES	150	545	564		
AUDIT FEES	898	1,005	267		
CONTRACTUAL SERVICES	2,121	500	-		
GENERAL LIABILITY	-	1,291	1,564		
LEGAL SERVICES	611	2,000	83		
TELEPHONE	1,032	1,255	406		
CONFERENCES AND WORKSHOPS	493	1,000	726		
PRINTING AND PUBLISHING	843	3,380	500		
MEMBERSHIPS AND DUES	200	500	-		
	\$ 7,248	\$ 13,011	\$ 4,271	0.00	
TIF EXPENDITURES					
IGA 20%	115,358	109,775	-		
ADMIN SERVICES	82,774	58,000	-		
TIF/CAPITAL IMPROV	85,486	80,000	90,539		
STREETSCAPE MAINTENANCE	24,503	45,000	28		
WASTE MANAGEMENT	33,835	22,000	14,145		
SOLAR GRANT	10,000	30,000	10,000		
HOLIDAY LIGHTING & MAINTENANCE*	6,532	17,500	12,628		
MISCELLANEOUS WAGES	-	18,000	-		
SPECIAL EVENT CONTRIBUTION	20,800	27,500	23,755		
FAÇADE GRANT	46,661	40,000	10,000		
BUILDING REHABILITATION Grant	5,000	35,000	-		
BOND PAYMENT	162,465	-	-		
DTE ELECTRIC	182	150	46		
IRRIGATION	199	200	43		
COMMUNITY HEALTH	-	56,000	-		
INFRASTRUCTURE CAPITAL IMPROVEMENTS	-	150,000	11,840		
DOWNTOWN BUSINESS RELIEF FUND	-	70,000	51,750		
	\$ 593,414	\$ 482,775	\$ 161,094	\$ -	



Request For Proposal for:

Depot Town Plaza and River Street Boulevard Redesign

ALL PROPOSALS MUST BE SUBMITTED TO:

**YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY
1 S HURON ST
YPSILANTI, MI 48197**

**Attn: Elize Jekabson, Interim Executive Director
elize@ypsilantidda.org**

**PRIOR TO AND NO LATER THAN:
4:00 PM, [REDACTED], 2024**

RESPONSES WILL BE CONSIDERED FOR AWARD BY YDDA WITH ALL PROPOSALS FIRM FOR 90 DAYS FOLLOWING THE OPENING THEREOF.

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REQUEST FOR PROPOSALS FOR THE FREIGHTHOUSE PLAZA AND THE N. RIVER STREET BOULEVARD

Proposal Submission Deadline:

I. Introduction

The Ypsilanti Downtown Development Authority (YDDA) is seeking proposals from qualified and experienced vendors to design and perform public engagement and to generate design concepts for the Depot Town Freighthouse Plaza, and N. River Street Boulevard streetscape improvements.

The purpose of this request for proposal (RFP) is to solicit proposals from qualified Proposers to establish a contract for the provision of well-designed, accessible, safe, and thoughtful streetscape design concept for the Depot Town Freighthouse Plaza, and the N. River Street Boulevard.

II. Project Background Information

The goal of the Ypsilanti Downtown Development Authority is to contribute to Ypsilanti's vibrancy by fueling development and growth that benefits businesses and residents.

OUR CORE VALUES

- Safe / clean / cared for
- Community engagement / participation / ownership
- Historic Preservation
- Diverse and Accessible
- Unique / eclectic / locally owned
- Positive (messaging, communication, approach)
- Sustainability
- Integrated / partnership / collaborative

Depot Town is a unique and historic business district primarily on E. Cross Street between N. Huron and N. River Streets. Residents and business owners exhibit great pride and ownership of the district. In

2018, E. Cross Street was named one of the Great Streets of America by the American Planning Association.

One of the district's prized buildings is the historic Ypsilanti Freighthouse located on the north side of Depot Town. The building is used as a community center and event space. The Freighthouse holds space for local artisans markets, international acts programmed by a biannual UMS residency, and everything in between. The Freighthouse is a popular wedding destination, voted best wedding venue in Washtenaw County for the last two years. The Freighthouse is part of the Ypsilanti Historic District, and is listed in the National Register of Historic Sites.

Between the Freighthouse and behind a row of Commercial buildings that abuts E. Cross Street is the Depot Town Plaza. The plaza is the primary location for the Saturday morning Farmers Market, and is often used as an open air market as an extension of the Freighthouse. The space includes a picturesque train caboose that the Ypsilanti DDA recently restored. Unfortunately, the plaza has fallen into overall disrepair caused by overgrown trees that have damaged the walkable area with their roots.

East of E. Cross Street, running South is N. River Street. The street section between E. Cross Street and Michigan Avenue is a gateway to the district. The Street entrance at Michigan Ave boasts a “Welcome to Depot Town” wayfinding sign and the Bee City USA designation marker. The street consists mostly of historic single family and multifamily homes, and an assortment of small businesses, including the Ypsilanti Food Co-op and Hyperion Coffee Company. Most of this area is outside the DDA district. The DDA border ends east side of the street north of Ferrier Street.

III. Scope of Work/ Required Elements of Proposal

The scope of the required project shall include but not be limited to the public engagement and the concept design of the two highlighted areas, the Freighthouse Plaza and the center median of greenspace on N. River St. between Michigan Ave. and E. Cross St.

The Ypsilanti DDA anticipates a **three-month** period to complete the community engagement process and develop preliminary design concepts. The review, refinement, and ultimate adoption of the resulting Freighthouse Plaza and N. River Street redesign may extend beyond this three-month timeframe.

Community Engagement Process:

The Ypsilanti community takes great pride in their public spaces. An effective community engagement process for this project will require input from key stakeholders, including but not limited to: The Ypsilanti DDA Staff and Board of Directors, Depot Town business owners and residents - particularly those with adjoining properties to the focus areas, the City of Ypsilanti staff - including the Department of Public Services and the Ypsilanti Freighthouse staff, and the City of Ypsilanti Historic District Commission. It is critical to the process that the selected contractor listens to and evaluates the needs of these stakeholders.

The community outreach process must find a way to build consensus around projects to move forward to implementation. The consultant team must have a proven ability to build a lasting consensus with diverse stakeholders. The community engagement process should identify a set of prioritized goals and requirements for the streetscape to assist with deciding which design concepts to move forward.

Design Concepts:

For the development of design concepts, the consultant should focus on two primary locations:

- 1) The Freighthouse Plaza at Market Place Dr.
- 2) N. River Street between E. Cross St. and E. Michigan Ave.

Resulting design concepts of the Freighthouse Plaza need to balance the following outcomes:

- Replacement of City owned Honey Locust trees with appropriate street trees.
- Restoration of damaged concrete sidewalks.
- Accessibility and safety upgrade of the plaza. This may include the removal of pavers to create wide, safe, and slip resistant pathways.
- Bicycle friendly infrastructure.
- Electrical infrastructure and other design considerations for open air market and event use.
- Lighting solutions for safety and charm.
- Street lights, garbage cans, and benches.
- Effective stormwater management.
- A focal point or feature to complement the neighboring event venue.
- Provide an effective urban street environment that has the flexibility and adaptability to accommodate multiple simultaneous uses such as: walking, dining, bicycling, gathering, driving, delivery, emergency service, shade, and stormwater management

Consultants are encouraged to look at the plaza area with fresh eyes and to consider incorporating new uses to enhance the functionality and welcoming nature of the Depot Town commercial district.

Resulting design concepts of the N. River St. Boulevard need to balance the following outcomes:

- An upgraded welcome gateway at the E. Michigan Ave. entrance.
- Well designed landscaping in the center medians that will not block or impede traffic visibility, but be easy to maintain and provide support for native pollinator species

Both design concepts must:

- Have designs that are complementary and cohesive.
- Complement the historical charm and feel of the district.
- Regard safety and accessibility as key priorities.
- Prioritize planting native trees, flowers, shrubbery, and other plants that enhance the well-being of our local pollinators.
- Include thoughtful considerations for short-term and long-term maintenance.
- Support a vibrant, active downtown streetscape that accommodates, supports, and enhances the many stakeholders in Ypsilanti.
- Consider the potential impacts of the recommendations on City operations, including trash collection, snow removal, street sweeping, etc., including both modifications to operations and the potential need to purchase new equipment
- Consider streetscape elements that can assist in mitigating risk – including during events/festivals
- Provides specific description/depiction of design elements included in the recommended design concepts

Questions to consider in the design concept process include:

- Should there be infrastructure improvements to ease street closures?
- Should public art be a part of the streetscape design?
- Is there a sustainability element that should be considered?
- Could the Freighthouse Plaza redesign be more functional should the broader area of Market Place St, Rice St, the alleyway between the two, and the private property on the south end of the plaza be considered in the scope of the project?

Cost Estimates

The Ypsilanti DDA seeks a high-level, rough order of magnitude budgetary estimate of the costs to improve the two priority areas. In addition to the cost of project implementation, it would be helpful to have a rough estimate of the consultant costs necessary to create construction or other documents needed to move to implementation. Please provide a sub-total estimate for each phase and area of focus, if applicable.

III. Terms and Conditions

The contractor must be able to meet the terms and conditions set forth in the attached Contract Agreement (Appendix A) and shall not change the wording in the attached specifications or conditions. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specification. Alternatives that do not substantially comply with the YDDA specification cannot be

considered. Conditional proposals cannot be accepted. The Proposer's attention is directed to the attached Contract Agreement (Appendix A) for insurance and other contractual requirements.

Upon award of the contract, the successful Proposer shall furnish a bond to secure the payment of all claims for labor and material in the amount of 100% of the total bid.

VI. Minimum Qualifications

To be considered for the award of a contract, the successful Proposer must meet the following qualifications:

- a. Have a minimum of five (5) years of demonstrable experience in streetscape concept design that has resulted in successful implementation.
- b. Must comply with local living wage ordinance to apply for this project.

VII. Selection Criteria

The YDDA will evaluate each Proposal to determine which provides the most favorable portfolio and experience in the most cost-effective manner. The Proposal should be thorough, comprehensive, detailed, and specific in regard to the issues involved in the RFP.

- a. Understanding and approach to the project, including a clear understanding of all issues involved with public engagement and streetscape design.
- b. Experience in providing similar services
- c. At least three customer references
- d. Ability to meet contract and insurance requirements
- g. Cost of services

The YDDA Board will use the above criteria to potentially select three or more vendors to participate in an in-person interview. The YDDA reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the YDDA's interest.

VII. Format of RFP

Each Proposal must be identified with the words "RFP 2024 – Depot Town Plaza and Streetscape". In addition, any information that needs to be returned should not be submitted. The proposal should include information in the following order:

a. Cover Letter (2 Pages Maximum):

- i. Name the submitting firm or individual and describe the work in which the Proposer is engaged. Provide the location of the office that will be performing the work and the name of the project manager.
- ii. Confirm the Proposer's ability to meet RFP, Contract, and insurance requirements.
- iii. State why the Proposer should be considered for this project.

b. Firm and Personnel Experience:

Submit a brief history of your firm's qualifications and experience, including that of project team members, providing a description of previous relevant projects/contracts, with a reference and contact information for each. Identify all members of the Proposer's project team that will be involved in the installation, maintenance, commissioning, and training of the system (5 pages maximum).

c. Describe your understanding of the project and a description of the process/approach to be used, including, but not limited to:

- i. Engagement with key stakeholders
- ii. Concept Design
- iii. Customer support
- iv. Any additional information as may be pertinent to provide the YDDA with adequate information as to the Proposer's ability to furnish the materials and services provided herein.

d. References and History:

- i. Reference related work that best illustrates your qualifications.
- ii. List all contracts/agreements terminated for convenience or default within the past three years, if any.
- iii. List any litigation that now affects or may affect the contractor's future ability to perform the scope of work.

e. Bid

- i. Completed bid form (Appendix B)
- ii. Bid Bond requested at 5% (Appendix C) - *will ask attorney for correct language*

IX. Pre-Submittal Inquiries

Any questions regarding this RFP are directed to contact Elize Jakobson, elize@ypsilantidda.org by DATE.

All responses must meet the minimum requirements set forth in "Section VI. Selection Criteria" to be considered for award. In addition, contractors must have a minimum of five (5) years of experience performing similar work and demonstrate the necessary qualifications to complete the work described in the Scope of Work.

The selected contractor will enter into an Agreement (Appendix A) prior to commencing work.

X. Proposal Submission

- a. Proposals meeting the above stated requirements are due no later than 4:00 PM on _____, 2024.
- b. Contractors must submit three (3) copies of their proposal. Proposals must be formatted in accordance with the instructions in this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting the requirements of the RFP. Proposals shall be in a sealed envelope or package, clearly marked “RFP 2024 – Depot Town Plaza and Streetscape”, and shall be delivered to:

**YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY
CITY HALL**

**ATTN: ELIZE JEKABSON
1 SOUTH HURON
YPSILANTI, MI 48197**

- c. Proposals shall be dated and signed by a representative authorized to enter into contracts for the firm or individual

XI. Timeline

Deadline to Submit Questions _____ 2024 (2 weeks after release)

Answers to questions will be posted: (about a week after questions due)

RFP Responses Due _____, 2024 (2-4 weeks after answers posted)

Selection Committee Interviews Week of _____ (a week after due)

Contractor Selection _____ 2024

Contract award _____

Project Start Date _____

Time is of the essence with respect to any of the deadlines set forth above. Notwithstanding the foregoing, the YDDA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the timeframe and deadlines will be provided to all

XII. Conclusion

The YDDA reserves the right to accept or reject any or all bids/proposals at its sole discretion, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the proposal. The YDDA also reserves the right to accept or reject any individual sub-contractor that a Proposer proposes to use.

This RFP process shall in no way be deemed to create a binding contract or agreement of any kind between the YDDA and the Contractor. By submitting a response to this RFP, the successful Contractor agrees to execute an agreement with the YDDA in substantially the form as attached to this RFP as

“Attachment C”. The YDDA reserves the right to negotiate any and all terms of the agreement, including the Term, Scope of Work and Compensation.

Each Proposer submitting a proposal acknowledges and agrees that the preparation of all materials for submittal to the YDDA and all presentations, related costs and travel expenses are the Proposer’s sole expense and the YDDA shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the YDDA.

All proposals and other materials submitted in response to this RFP procurement process become the property of the YDDA. Selection or rejection of a proposal does not affect this right.

Appendix A

YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY **CONSULTANT SERVICES AGREEMENT**

_THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on _____, 2024,
between the Ypsilanti Downtown Development Authority, (“YDDA”), and _____ (“Consultant”).

RECITALS

- A. The YDDA wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The YDDA has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the YDDA.

NOW, THEREFORE, in consideration of the terms in this Agreement, the YDDA and Consultant agree as follows:

AGREEMENT

1. Services.

Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the YDDA, and the time deadlines identified in Exhibit A shall be strictly construed.

2. Compensation and Payment.

a. Compensation. As full consideration for the performance of services under this Agreement, YDDA agrees to pay Consultant, and Consultant agrees to accept from YDDA, an amount not to exceed \$, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.

b. Payment. Consultant shall bill YDDA monthly for work completed, and YDDA agrees to pay the invoice within 30 days of receipt.

c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.

3. Term; Termination.

a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).

b. Termination. YDDA may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the YDDA, Consultant shall stop work at the stage directed by YDDA and shall deliver all drawings, specifications and documentation developed as of that stage.

Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. Professional Efforts.

Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. Responsible Personnel.

Consultant represents that it is fully qualified to perform the services under this Agreement.

Consultant represents and warrants to the YDDA that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the YDDA, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the YDDA.

6. Facilities and Equipment.

Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. Independent Contractor.

Consultant, its agents, employees and independent contractors are and shall at all times remain as to the YDDA wholly independent contractors. Neither the YDDA nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the YDDA. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the YDDA may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the YDDA or to bind the YDDA to any obligation.

8. Interest of Consultant.

Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

9. Accounting Records.

The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. Ownership of Documents and Data.

All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the YDDA.

11. Indemnification.

Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the YDDA), and hold harmless the City and YDDA from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the YDDA or City..

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims,

demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. Insurance

Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage
- (2) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage
- (3) Worker’s Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
- (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the YDDA requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the YDDA. At the option of the YDDA, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the YDDA, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

- (a) The YDDA, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage

shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the YDDA and City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance Shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the YDDA with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the YDDA before work commences. The YDDA reserves the right to require complete certified copies of all required insurance policies, at any time.

13. Miscellaneous Provisions.

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: Ypsilanti Downtown Development Authority

Attn: Elize Jakobson
1 S Huron St
Ypsilanti, Michigan 48197

CONSULTANT:

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to YDDA for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the YDDA

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the YDDA shall have any direct financial interest in this Agreement. This Agreement is voidable at the YDDA's option if this provision is violated.

e. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

f. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

g. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

h. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

i. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.

j. Counterparts. This Agreement may be executed in counterparts.

14. Signatures.

YDDA

By: _____ **Executive Director**

Approved as to Form:

By: _____ YDDA Attorney

CONSULTANT

By: _____ Its:

City business license #

Appendix B

BID FORM

Public Engagement Cost _____

Concept Design Cost _____

Total Bid _____

Appendix C

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

Dollars (\$_____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$_____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS DAY OF , 20

Authorized Signature of Bidder:

(TITLE)

(SEAL)

ICONTRACTUAL SERVICES AGREEMENT

This Intergovernmental Contractual Services Agreement (the "Agreement") is made between the **Ypsilanti Downtown Development Authority** ("YDDA") a public body corporate, pursuant to Section 202 of 2018 PA 57, whose address is 1 South Huron Street, Ypsilanti, MI 48197, and the **City of Ypsilanti** ("City") a Michigan Home Rule City, pursuant to 1909 PA 279, whose address is 1 South Huron Street, Ypsilanti, MI 48197. The YDDA and the City are sometimes collectively herein referred to as the parties or the party if in the singular.

GENERAL RECITALS

Whereas, the City is a Michigan Home Rule City and the YDDA is a Downtown Development Authority created by the City. The YDDA is a public body corporate vested with all of the powers implied and expressed in law, including the power to contract. The parties are authorized to enter into this Agreement pursuant to 1967 PA 7 (Ex. Sess.) and 1967 PA 8 (Ex. Sess.);

Whereas, prior to 2016, the day-to-day administrative duties of the YDDA was handled by the DDA Director. Since 2016, the YDDA has contracted with the City to provide the day-to-day administrative duties of the YDDA;

Whereas, the YDDA is desirous of the City performing the duties set forth herein and the City agrees to perform those services subject to the terms and conditions contained herein;

Whereas, Nothing in this Agreement shall alter the intergovernmental agreement between the DDA and City of Ypsilanti (Resolution No. 2022-044 of February 15, 2022);

Now, therefore, in consideration of the promises of the parties and of the mutual benefits to be derived from the observance of the covenants in this Agreement, the parties agree as follows:

Section 1 Assignment of City Staff

The City Manager shall assign a City employee to provide a minimum of twenty (20) hours per week of administrative work to the DDA ("City Employee"). The City Manager shall notify the YDDA of any personnel changes within thirty (30) days or sooner if possible. The City Employee shall prepare annual budgets and reports as required by statute or other authority for the approval of the YDDA Board and City, as required by law. The City shall provide an accounting of time spent on YDDA activities by the City Employee by the last day of each month.

The City Manager upon written approval of the DDA Director may also authorize support from other City departments including, but not limited to, the Department of Public Services, Ypsilanti Police Department, and Ypsilanti Fire Department. The cost of the other City departments shall be mutually agreed upon by the City Manager and the DDA Director prior to those departments performing any services. The cost of the other City departments performing the services to the DDA shall be in addition to the amount of compensation paid by the DDA to the City for the City

Employee. The City shall provide an accounting of time spent on YDDA activities by City departments by the last day of each month.

Section 2

City's Status of Independent Contractor

The YDDA and City enter into this Agreement at arms' length. The City at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the parties. Neither the YDDA nor the City shall hold itself out as a representative or agent of the other party. Neither the YDDA nor the City has the right and neither shall seek to exercise any control over the other party, its employees or its agents. The City, and its employees assigned to the provide services hereunder shall not be deemed employees or joint employees of the YDDA for any purpose. The City retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees discharge their professional and work duties. The City retains the sole right and authority to decide at what times it will provide services under this Agreement. The City shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees. Neither the City nor its employees or agents are entitled to receive any benefits, including, but not limited to, salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment, and other similar costs that the YDDA may provide to its employees. It is understood that the YDDA will not provide and shall not be responsible for worker's compensation coverage for the City. Responsibility for providing such coverage remains solely with City. When rendering services, the City employees act solely as the agents of the City.

Section 3

Conflicts of Interest

Both parties have historically recognized that there could be some inherent conflicts of interest in the performance of this Agreement and this Agreement is aimed to correct some of those flaws. The parties agree that if a conflict of interest of a substantial nature should arise, that either party recognizing such conflict shall notify the other party of the conflict and the parties shall determine a proper course of conduct to settle the conflict, including the hiring of an outside entity to perform the administrative functions of the YDDA.

Section 4

Standard of Practice

The City shall provide the services set forth herein to the DDA in accordance with the standards of professional conduct and care that are normally required by the City Employee and City staff while executing their services on behalf of the City.

Section 5

Review of City Staff Performance

The DDA Director, the DDA Executive Committee, and the Community Services Director shall meet as necessary to evaluate the performance of the City Employee and City departments assigned to perform the duties and responsibilities set forth herein based upon the YDDA's strategic goals and priorities. The DDA Director shall thereafter notify the City Manager in writing of their findings and recommendations. The YDDA Board may authorize performance-based compensation to the City Employee and staff of the City departments performing services hereunder for exceptional work as a result of these performance evaluations.

Section 6

Training

The YDDA Chair ("Chair") and City Manager shall mutually agree on the training and professional development of the administrative support staff. Unless otherwise agreed to in writing, the YDDA shall pay all expenses associated with the training or professional development that is approved by the Chair and the City Manager. The cost of training and professional development shall be in addition to the cost set forth in Section 8 herein.

Section 7

YDDA Office Space, Email, Phone, and Webpage

The City agrees to provide the YDDA with office space at 1 South Huron Street, Ypsilanti, MI 48197, which shall be open to the public during normal City hours and at others times necessary for the DDA to perform its functions and duties as authorized by 2018 PA 57. Additionally, the City shall provide the DDA with dedicated email addresses, dedicated phone numbers, and a YDDA website, which shall be maintained by the City, unless the YDDA provides written notice to the City that it will be maintaining the YDDA webpage.

Section 8

Compensation

The YDDA will pay the City \$25,000 per year for compensation of the City Employee providing the administrative support to the YDDA, the YDDA office space, the dedicated email addresses, the dedicated phone numbers, and the YDDA website, and maintenance thereof, which shall be payable in even monthly installments to the City.

The Twenty-Five Thousand Dollars (\$25,000) per year compensation paid to the City by the YDDA shall increase on January 1, 2025, and every subsequent January 1 thereafter, by two and one-half percent (2.5%) for the purpose of providing cost of living adjustments to the City Employee for carrying out the duties set forth herein.

Section 9 Term

Unless terminated earlier as provided herein, this Agreement shall be effective on January 1, 2024, and shall terminate on its terms on December 31, 2025, unless extended in writing by the parties.

Section 10 Termination

This Agreement may be terminated prior to its terminating on its terms by:

- a. The parties may mutually terminate this Agreement in writing at any time.
- b. The City providing the YDDA 120 days written notice.
- c. The YDDA providing the City 30 days written notice.
- d. Either party for a material and substantial breach of this Agreement by the other party, or in the event of a conflict of interest that would prohibit the continuation of the services performed herein.

In the event that this Agreement is terminated as provided above, the YDDA shall pay the City all amounts owed for services provided through the date of termination.

Section 11 Indemnification

To the fullest extent allowed by law, neither party shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of this Agreement.

Section 12 Miscellaneous Provisions

1. **Improper Influence.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
2. **Time.** Time is of the essence in this Agreement.
3. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
4. **Amendment.** The City and the YDDA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's and YDDA's

governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the YDDA from its obligations under this Agreement.

5. **Governing Law; Venue.** This Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Washtenaw County, State of Michigan.

6. **Non-Waiver.** No failure on the part of the City or the YDDA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City or the YDDA of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City or the YDDA at law or in equity.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

8. **Assignment.** Neither the City nor the YDDA shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the YDDA concerning the subject matter of this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement.

10. **Notice.** Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

To City:

City of Ypsilanti
Attn: City Manager
1 South Huron Street
Ypsilanti, Michigan 48197

To YDDA:

Ypsilanti Downtown Development Authority
Attn: DDA Director
1 South Huron Street
Ypsilanti, Michigan 48197

12. **No Third-Party Beneficiaries.** This Agreement is exclusively between the City and YDDA and does not nor is it intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or in fact with any other party not a party hereto. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement.

13. **Severability.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

14. **Required Information and Further Assurances.** The parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

15. **Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. **Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

18. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Nicole Brown, Mayor

Date: _____

Aaron Smith, Interim City Clerk

Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

_____ Date: _____
Patton Doyle, DDA Chair

**KOCHVILLE TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY
DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 (“Effective Date”), by and between the _____, a public body corporate, whose address is _____, Michigan 48____, hereinafter referred to as “DDA” and _____, whose address is _____, Michigan 48____, hereinafter referred to as “Employee” both of whom understand as follows:

WITNESSETH:

WHEREAS, the DDA desires to appoint Employee as the DDA Director, and employ his services as set forth in 2018 PA 57, commonly known as the Michigan Downtown Development Authority Act; and

WHEREAS, the DDA Board, hereinafter referred to as the “Board,” as the DDA’s governing body, desires to provide certain benefits, to establish certain conditions of employment and to set working conditions of the Employee; and

WHEREAS, the Board desires to secure and retain the services of the Employee; and

WHEREAS, Employee desires to accept appointment and employment as the DDA Director.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the DDA and Employee agree as follows:

Section 1. Appointment as DDA Director – General Conditions.

- a. The Board agrees to appoint and employ Employee as the DDA Director of and for the DDA until _____. This appointment is subject to Employee completing a ninety (90) day probationary period that shall begin on the Effective Date of this Agreement.

Employee serves at the pleasure of the DDA Board as an at-will employee subject only to the provisions set forth in Section 3, paragraphs a & b, of this Agreement. He is expected to perform the responsibilities, functions, and duties as specified in 2018 PA 57 and in the resolutions adopted by the Board for this position. Also, Employee will perform other legally permissible and proper

responsibilities, functions and duties as the DDA Chairperson or Board assigns from time to time.

- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the DDA Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraph a & b, of this Agreement.
- c. Employee agrees to remain in the exclusive employ of the DDA, unless any other employment is approved by the DDA Board. The term "employed" will not be construed to include occasional teaching, writing, speaking or consulting services performed by employee during his non-work hours, even if outside compensation is provided for such services. These activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the DDA or otherwise interfere with Employee's duties and obligations under this Agreement.
- d. The DDA Board shall not require Employee to reside within the DDA District as a condition of appointment or continued employment with the DDA.

Section 2. Salary/Annual Performance Review/Immediate Supervisor.

- a. The DDA shall pay Employee an annual salary of _____ Dollars and Zero Cents (\$____,000.00) for his services as DDA Director, payable in bi-weekly installments. Employee is exempt from overtime, as set forth in the Fair Labor Standards and, therefore, shall not be additionally compensated for overtime.
- b. The DDA may adjust the base salary of the Employee annually before _____ of each year while this Agreement is in effect, based on the results of Employee's annual performance review. The Board shall provide the Employee at the end of the Employee's performance review with a summary written statement of the performance review. The annual review shall take place before the April DDA Board meeting each year and will be conducted by the DDA Board. During the annual review, Employee shall be provided an adequate opportunity for to discuss the performance review with the DDA Board.
- c. The DDA Chairperson shall be the immediate supervisor of Employee. The DDA Chairperson shall have the authority to

suspend Employee with or without pay for any reason pending a final determination by the DDA Board.

Section 3. Termination and Severance Payments.

- a. In the event Employee is terminated by the DDA Board before the expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of DDA Director, then in that event the DDA agrees to pay Employee over the appropriate period herein an amount equal to three (3) months' salary; provided, however, that in the event Employee is terminated because of: (i) fraud; (ii) dishonesty; (iii) substance abuse; or (iv) his conviction of any illegal act ("Cause"), as determined by the Board, then, in any such event, DDA shall have no obligation to pay the aggregate severance sum designated in this Section 3.
- b. The DDA Board at any time during the employment term shall have the right to terminate Employee's employment immediately for Cause. If the termination is not for Cause, the DDA Chairperson at the direction of the DDA Board shall give Employee thirty (30) days' written notice prior to the effective date of Employee's termination, unless Employee is terminated during his probationary period, at which time the Employee's employment may be terminated immediately without written notice.

Section 4. Resignation.

In the event Employee voluntarily resigns his position with the DDA before the expiration of the aforesaid term, Employee shall make every attempt to give the DDA Board thirty (30) days advance written notice pursuant to the notice provision contained herein.

Section 5. Retirement Benefits.

The DDA shall provide retirement benefits to the Employee in the amount of five percent (5%) of his yearly gross salary.

Section 6. Insurance Coverage.

- a. The DDA shall not provide any life insurance plan or coverage for Employee.
- b. The DDA shall not provide any short- or long-term disability policy for Employee.

- c. The DDA shall not provide any health insurance plan or coverage for Employee.
- d. The DDA shall not provide any dental or optical insurance related benefits for Employee.

Section 7. Automobile/Cellular Telephone.

- a. The DDA will reimburse Employee for the use of his personal vehicle, including mileage, for business use at a rate of _____ Dollars and Zero Cents (\$____.00) per month. Both the DDA and Employee agree that \$____.00 per month is a fair and equitable amount that Employee should be reimbursed for use of his personal vehicle, including mileage, for DDA-related business.
- b. Unless the DDA provides Employee with a cellular telephone, the DDA will pay Employee an amount determined by the DDA Board for the use of his personal cellular telephone. Such amount shall be \$____.00 per month to assist Employee in off-setting the use of his personal cellular telephone for DDA business. Both the DDA and Employee agree that not less than \$____.00 per month is a fair and equitable amount that Employee should be reimbursed for use of his personal cellular telephone for DDA-related business. Employee understands that because the DDA is paying a portion of his personal cellular telephone bill, the cellular telephone bill may be subject to release pursuant to a Michigan Freedom of Information Act request, discovery connected to a lawsuit, or a court order.

Section 8. Vacation Leave and Paid Time Off.

The DDA will not provide Employee with any Vacation Leave. The DDA will, however, provide the Employee with Paid Time Off ("PTO") pursuant to the following:

- a. On _____, Employee shall be credited with eighty (80) hours of PTO at the beginning of each fiscal year of the DDA until this Agreement terminates pursuant to its terms as set forth in Section 13 of this Agreement, is terminated by the DDA pursuant to Section 3 of this Agreement or is terminated by the Employee pursuant to Section 4 of this Agreement.
- b. PTO may be used for vacation, sick leave, medical appointments, family illness or any other leave of absence.
- c. Relevant Terms:
 - i. Employee shall forfeit his annual PTO each year if it is not used by the end of the DDA's Fiscal Year. Employee shall

not be permitted to carry over any accrued but unused PTO.

- ii. The cash value of any PTO which remains unused at the time of Employee's termination from employment shall be paid to Employee only if: (i) Employee terminates his or her employment with the DDA; (ii) Employee provides sixty (60) days prior notice of his or her termination to the DDA Board; and (iii) Employee works each of his shifts during the sixty (60) day notice period without unexcused absences. Under all other circumstances, any PTO remaining upon termination of employment with the DDA shall be forfeited and no cash value will be paid to Employee.
- iii. The PTO shall not be construed as affecting any right to take leave Employee may have under the Family Medical and Leave Act, the Americans with Disabilities Act or other federal or state laws.
- iv. Employee shall be responsible for notifying the DDA Board when he uses PTO. Employee shall transmit this information to the DDA Chairperson and DDA Board in a report that is to be furnished to the DDA Board at the regular DDA Meeting immediately following the leave.
- v. The DDA Board has sole and absolute discretion to determine whether or not he Employee is entitled to PTO and any other issues relating to Section 8 of this Agreement. The DDA Board reserves the right to amend or revoke the terms of Section 8 of this Agreement at any time without notice to Employee.

Section 9. Other Benefits.

The DDA shall pay the bond required pursuant to Section ___ of 2018 PA 57. Other than those benefits expressly set forth in this Agreement, Employee is not entitled to any other benefits except as required by law.

Section 10. Professional Development

The DDA agrees to budget for and pay the professional dues and subscriptions of Employee and the costs of any travel required to participate in mutually agreeable national, regional, state, and local professional associations and organizations related to Employee's duties hereunder. However, any payment under this Section shall be subject to the DDA's financial position and if the DDA Board determines that it is

not financially able to pay these costs, the DDA shall have no liability for such costs.

Section 11. Indemnification.

The DDA will defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Employee. Indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection of Employee by the DDA, as described herein, for any acts undertaken or committed in his capacity as Employee, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following his employment with the DDA. Employee is always to be bondable and insurable. Employee agrees to observe and comply with the rules and regulation of the DDA, as adopted by the DDA Board either orally or in writing respecting the performance of Employee's duties, and to carry out and to perform orders, directions and policies announced to Employee by the Board from time to time. Employee understands that the DDA shall have the final authority and the power to direct, control or supervise the manner and time of Employee's duties through the DDA Board and as is consistent with the laws of the State of Michigan.

Section 12. Conflict of Interest Prohibition.

Because of the duties and responsibilities of Employee pursuant to this Agreement, Employee, as a condition of his continued appointment and employment, shall not individually, or as a partner, joint venture, officer, owner, employee, independent contractor or shareholder invest or participate in any business venture conducting business in the DDA District, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Board. Nor will Employee invest in any real estate or real property improvements within the DDA District.

Section 13. Duration of Agreement.

- a. Subject to the terms and conditions contained within this Agreement, the duration of this Agreement begins on the Execution Date and ends on _____.
- b. Subject to the terms and conditions contained within this Agreement, this Agreement will terminate on _____, unless an addendum establishing a new duration of this Agreement has been negotiated and entered into in writing by the DDA Board and Employee.

- c. Employee shall at all times be an at-will employee of the DDA.

Section 14. General Provisions.

- a. The text herein constitutes the entire Agreement between the DDA and Employee as to the subject matter hereof. It may not be changed or modified except in writing, signed by the parties hereto.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- c. If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- d. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior and/or contemporaneous discussions, representations, amendments, or understandings of every kind and nature between them. No verbal statements made by any employee, representative, or agent of the DDA shall constitute an agreement of the DDA unless such verbal statement is set forth in this Agreement.
- e. No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Chairperson of the DDA, upon the DDA Board's approval.
- f. This Agreement may not be assigned by either party.
- g. This Agreement has been executed, delivered and accepted at and shall be deemed to have been made at the Township of Kochville, Saginaw County, Michigan, and shall be interpreted in accordance with the laws of the State of Michigan.
- h. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Agreement, therefore, shall not be construed against any party to this Agreement.
- i. Notices pursuant to this Agreement shall be sent via U.S. Mail, delivery confirmation or via overnight courier to the following addresses:

If to DDA:

Chairperson

_____ DDA

If to Employee:

Section 15. Hours of Work.

The minimum work week of the Employee shall be forty (40) hours plus any additional work time reasonably required to discharge the duties and responsibilities of the office of the DDA Director, including, but not limited to, any official meetings that are generally attended by the DDA Director unless previously excused by the DDA Chairperson or Board. The Board understands that Employee will be attending occasional night and weekend meetings and conferences. The DDA Board agrees that Employee may absent himself from the office from time to time as long as he is working the minimum forty (40) hours plus any additional work time reasonably required to discharge the duties and responsibilities of the office of the DDA Director.

IN WITNESS WHEREOF, the DDA Board has caused this Agreement to be signed and executed on its behalf by the DDA Chairperson and duly attested by the DDA Secretary, and the Employee has signed and executed this Agreement, both in duplicate, this ____ day of _____, 20__.

THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

By: _____
_____, Chairman of the Authority Board

ATTEST:

By: _____
_____, Secretary of the Authority Board

EMPLOYEE

By: _____
_____, Employee

ATTEST:

APPROVED AS TO FORM AND LEGALITY

By: _____
Kevin Kilby, Legal Counsel for the DDA Board