

CITY OF YPSILANTI YPSILANTI DDA BOARD MEETING Thursday, February 15, 2024 @ 8:30 AM Back Office Studios 13 N. Washington St, Ypsilanti, MI 48197

Launch Meeting - Zoom

1. CALL TO ORDER

2. ROLL CALL

A. YLONDIA PORTIS (C)
VALORY BROWN
PATTON DOYLE
GERRY KREINER
KAYIA HINTON
NICOLE BROWN
REX RICHIE

BRYAN FOLEY ANDY FRENCH PAUL AJLOUNY MALISSA GILLETT BRIAN JONES-CHANCE DIETER OTTO

3. AGENDA APPROVAL

4. APPROVAL OF MINUTES

A. 12-21-23 DDA Board Minutes

5. PUBLIC COMMENT (3 MINUTES)

6. STAFF/FINANCIAL REPORT

- A. Staff Report
- B. Financial Report

7. COMMITTEE REPORTS

A. Operations and Finance Committee

8. CONSENT AGENDA

- A. N. Huron Billboard \$375 Downtown
- B. W. Cross Hanging Planters 36 at \$16,200

9. **NEW BUSINESS**

A. POW Strategies - Strategic Planning update with Cristina Sheppard-Decius

- B. N. Washington Lights Project DPS Director Bonnie Wessler
- C. FY 24/25 Budget
- D. Administrative Services Agreement, Director Discussion
- 10. PROPOSED BUSINESS
- 11. PUBLIC COMMENT (3 MINUTES)
- 12. ADJOURNMENT



MINUTES DDA SPECIAL BOARD MEETING 11:30 AM - Thursday, December 21, 2023 Back Office Studios - 13 N. Washington St.

1. CALL TO ORDER

2. ROLL CALL

PATTON DOYLE (C) P KAYIA HINTON P
YLONDIA PORTIS P ANDY FRENCH (V) P
DIETER OTTO P PAUL AJLOUNY P
MALISSA GILLETT P VALORY BROWN P
NICOLE BROWN P BRIAN JONES-CHANCE P
BRYAN FOLEY P GERRY KREINER P
REX RICHIE P

Staff Present: DDA: Elize Jekabson, City: Bonnie Wessler

3. AGENDA APPROVAL

Andy French motioned to approve the agenda. Dieter Otto supported the motion. Motion passed - unanimous.

4. APPROVAL OF MINUTES

Brian Jones-Chance motioned to approve the November 16, 2023 Board Meeting minutes and Kayia Hinton supported the motion. Motion passed - unanimous.

- **5. PUBLIC COMMENT (3 MINUTES EACH)** none.
- 6. STAFF/FINANCIAL REPORT
- **A. Staff Report -** Staff report given by DDA Interim Director, Elize Jekabson
- **B. Financial Report** Financial report given by staff. Report plugged into a more readable format. Staff included a funds remaining section. There are quite a few issues to clean up with the Finance Department regarding reporting. Staff will prioritize this after the new year.

7. COMMITTEE REPORTS

A. Committee for Equity and Inclusion

Ylondia Portis shared the conversations happening at the Equity and Inclusion committee meetings.

B. Operations and Finance Committee

Andy French shared the committee report. The committee looked at an Administrative Services Contract from the City. That will be brought back to the board in January.

8. NEW BUSINESS

A. Bug Fix - Budget amendment

Staff updated the board about a budgeting discrepancy made back in April. They ask that the board rescind the direction for budget amendments that have not been completed, and are unnecessary.

Paul Ajlouny motioned to rescind directing staff from moving \$5,000 from the Depot Town Façade to Rehab Grants account, and to rescind moving \$2,000 from Rehab Grants to special events. Brian Jones-Chance supported the motion. Motion passed - unanimous.

B. 2024 Meeting Schedule

No meeting in August.

Andy French motioned to approve the 2024 Board Meeting Schedule. Brian Jones-Chance supported the motion. Motion passed - unanimous.

C. Election of Officers

Staff updated the board that the bylaws have two year term limits.

Brian Jones-Chance nominated Ylondia Portis for Board Chair. Bryan Foley supported the motion. Ylondia Portis accepted the nomination. On a voice vote, motion passed - unanimous.

Patton Doyle nominated Paul Ajlouny for Vice Chair of the Board. Malissa Gillett supported the motion. Paul Ajlouny accepted the nomination. On a voice vote, motion passed - unanimous.

Bryan Foley nominated Brian Jones-Chance as Board Treasurer. Patton Doyle supported the motion. Brian Jones-Chance accepted the nomination. On a voice vote, motion passed - unanimous.

D. Strategic Planning Session with POW! Strategies - 12:00pm

The Board took a brief lunch break.

POW! Strategies presented a one hour DDA 201 crash course that covered DDA purpose, laws, Tax Increment Financing information, board and staff duties.

The board continued to have its annual strategic planning session. They reviewed the TIF plans in place for the DDA and its goals. They also reviewed their own goals from the previous two years.

The consultant, Cristina Sheppard-Decius performed a SWOT analysis and will report back findings to the board in January.

- **9. PROPOSED BUSINESS -** Staff thanked the board for their work and commitment to Ypsilanti and the DDA, and wished them a happy holiday.
- 10. PUBLIC COMMENT (3 MINUTES) none.
- **11. ADJOURNMENT** The meeting adjourned at 4pm.

City of Ypsilanti DDA Staff Report January/February 2024

<u>Website</u>: Staff continues to update business directory and available properties. Available property listings are updated weekly. ADA Compliance and new features are currently being worked on. Community Outreach and Partnerships:

Staff has participated in "Thriving Downtown" roundtable led by Ann Arbor Area Community Foundation. Regular meetings with Redevelopment Ready Communities and MEDC. Staff has had regular meetings with AAATA regarding the transit station upgrade. Staff has weekly check-ins with the Warming Shelter Staff. Staff has been meeting weekly with the developer, J927 regarding a 6 floor development Downtown. Check-ins with First Fridays Ypsilanti.

<u>Downtown Dumpster Management:</u> December – March 2024 cycle is in session.

<u>Press/Communications:</u> We have been working to promote businesses and events on the DDA's Facebook Page on a regular basis. Instagram account is steadily gaining followers. Staff shares any relevant grant opportunities with the DDA Mailing List.

<u>YDDA Bookkeeping and Budget:</u> Staff continues to monitor the budget and make recommendations to the Operations and Finance Committee as necessary. Staff is recommending a budget for the next fiscal year

<u>Streetscape Maintenance:</u> Landscaping contract has been paid. Staff has met with contractor to ensure the next season runs smoothly.

Grants: Staff is working on MEDC Match on Main Fund disbursement for Bird Dog Bakery.

<u>New Businesses:</u> Staff regularly works with potential and incoming businesses.

Businesses Closing:

Staff Hours for January/February 2024

Elize – graphic design, program design, business outreach and onboarding, daily admin work, board and committee meeting minutes, dumpster program maintenance, billing and communications, payment processing, promotion DDA news and businesses via social media, grant support and outreach, Website updates including property listings, Yiftee program implementation, Budget and agenda preparation, Board Coordination, contracts, grant support and outreach, DDA attorney meetings, community partnerships, business support, business onboarding, contracts, communication and coordination with outside funding sources, community partnerships, business support, Coordination with City services and contacts, First Fridays Support

Katie – business/development meetings, committee meeting support,

Notable Projects/Updates

- Coffee with Elize was held on January 19th at Hyperion Coffee. DDA stakeholders utilized this time to talk to staff. Next one is Friday February 16th at Hyperion Coffee from 8-12pm.
- Staff has notified Holiday Storefront competition winners and is distributing prizes.
- Match on Main Winter session has been paused. Program may be brought back in the spring.
- Staff is working with Building Department to streamline internal processes for grant record keeping.
- Staff met with partners regarding potential RAP 3.0 projects.

- Staff attended the SBDC Partner Summit on January 30th.
- Staff is working with the city, the Brownfield Authority, and developer J297, to prepare for an brownfield district request that will be brought to the board in March.
- Regular meetings with the City of Ypsilanti DPS Director.
- Staff met with the Care Base Safety to discuss potential partnerships.

	AMOUNT	W. CROSS	DEDOT	TOWN DO	WNTOWN	LINE ITEM	DESCRIPTION
subrees Pizzeria	\$ 500.00			1000 DC	ANTIN OWN	TIF	Holiday Storefront Competition Winner
Brandhrt	\$ 1.750.00		, J	.00.00	4 750 00	TIF	
	, ,		ć -	۰۵۰ ۵۵	1,750.00		Holiday Marketing Campaign
his, That and the ODDer things	\$ 500.00		\$ 50	00.00		TIF	Holiday Storefront Competition Winner
Salt City Antiques	\$ 500.00			\$	500.00	TIF	Holiday Storefront Competition Winner
linton Real Estate	\$ 500.00			\$		TIF	Holiday Storefront Competition Winner
Decode Ypsilanti	\$ 500.00)		\$	500.00	TIF	Holiday Storefront Competition Winner
Stone & Spoon	\$ 1,000.00)		\$	1,000.00	TIF	Holiday Storefront Competition Winner
Stevens	\$ 3,824.00)		\$	1,804.50	Waste Management	February Service
Back Office Studios	\$ 425.00	\$ 106.25	\$ 10	.02.00 \$	216.75	TIF	Meeting Room Rentals Jan - April
oelife Environmental	\$ 750.00)		\$	750.00	Waste Management	February Service
Js Landscape Management	\$ 89,709.97	\$ 7,640.64	\$ 30,50	62.56 \$	38,203.27	Streetscape Maint.	Spring/Summer 2023
Photography by Trae	\$ 1,000.00) \$ 40	00.00 \$		•	Landscape Photography
Michigan Downtown Association	\$ 150.00	\$ 31.50	\$ 4	42.00 \$	76.50	Conferences and Training	MDA Spring Workshop
Rex Richie	\$ 300.00)	\$ 30	00.00		TIF	Reimbursement for Meter installation
AcGraw Morris P.C.	\$ 2,211.00	\$ 422.73	\$ 70	61.64 \$	1,026.63	Legal Services	Council/Letter to GH, Admin Contract reviews, DT RFQ review
oelife Environmental	\$ 750.00)		\$	750.00	Waste Management	March Service
Mama Pizza LLC	\$ 2,117.67	,		\$	2,117.67	Business Relief Fund	Grant

Downtown Development Authority

DOWNTOWN		ACTUAL	PF	OJECTED	A	CTUAL TD
Fiscal Year	• 2	2022/23	2	2023/24	;	2023/24
Revenues			-			
Operating	\$	42,731	\$	31,036	\$	56,403
TIF		374,046	1	420,750		38,973
Revenue Subtotal	\$	416,777	\$	451,786	\$	95,377
Expenditures			i			
Operating	\$	4,156	\$	6,655	\$	2,284
TIF	\$	406,407	\$	366,392	\$	157,383
Expenditure Subtotal	\$	410,563	\$	373,047	\$	159,667
Surplus/(Loss)	\$	6,214	\$	78,739	\$	(64,290)
— — Memo: General Fund Balances			1			
Starting Fund Balance	\$	352,734	 \$	358,948	\$	358,948
Current Year Surplus/(Loss)	Ψ	6,214	*	78,739	Ψ	(64,290)
Ending Fund Balance	\$	358,948	\$	437,687	\$	294,657
	•	•	1 .	·	·	•
			i			
Unpaid Grants			1			

DOWNTOWN REVENUE	413	ACTUAL	PI	ROJECTED	AC	TUAL YTD	
FISCAL YEAR	_	2022/23	:	2023/24	2	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	PR	ROJECTED	AC	TUAL YTD	REI	MAINING
FISCAL YEAR		2	2022/23	2	2023/24	2	2023/24	BU	DGETED
TOTAL EXPENDITURES		\$	410,563	\$	373,047	\$	159,667		
OPERATING EXPENDITURES			ł						
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 İ		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			- Î		10,000		10,000		-
COMMUNITY HEALTH			- !		50,000				50,000
BUILDING REHABILITATION GRANT	413-7-7231-971-27		- {		20,000				20,000
MISCELLANEOUS WAGES			- i		9,000				9,000
BUSINESS RELIEF FUND			- İ		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 $% \left(1\right) =\left(1\right) \left(1\right$

Downtown Development Authority

DEPOT TOWN	ACTUAL	PROJECTED	ACTUAL YTD	
Fiscal Year	2022/23	2023/24	2023/24	
Revenues		i		
Operating	\$ 9,530	\$ 8,510	\$ 7,528	\$ -
TIF	120,350	121,574	-	-
Revenue Subtotal	\$ 129,879	\$ 130,084	\$ 7,528	\$ -
Expenditures		Į.		
Operating	\$ 2,143	\$ 2,670	\$ 1,278	\$ -
TIF	\$ 90,607	\$ 204,717	\$ 50,916	\$ -
Expenditure Subtotal	\$ 92,750	\$ 207,387	\$ 52,195	\$ -
Surplus/(Loss)	\$ 37,129	\$ (77,303)	\$ (44,667)	\$ -
Memo: General Fund Balances		I	_	
Starting Fund Balance	\$ 219,068	\$ 256,197	\$ 256,197	
Current Year Surplus/(Loss)	\$ 37,129	\$ (77,303)	\$ (44,667)	
Ending Fund Balance	\$ 256,197	\$ 178,894	\$ 211,530	
Unpaid Grants		į		

DEPOT TOWN REVENUE FISCAL YEAR	275	-	ACTUAL 2022/23		OJECTED 023/24	 UAL YTD 023/24	
TOTAL REVENUE		\$	129,879	\$ 1	30,084	\$ 7,528	\$ -
OPERATING REVENUE (1.8282 mils)			į				
CURRENT PROPERTY TAXES	275-4-7290-402-00		3,773		8,000	6,175	
INTEREST ON CURRENT TAXES	275-4-7290-445-02		i		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 EXPENDITURE	S		ACTUAL		PROJECTED	Α	ACTUAL YTD	RE	MAINING
FISCAL YEAR			2022/23		2023/24		2023/24	В	UDGETED
TOTAL EXPENDITURES		\$	92,750.10	\$	207,387.00	\$	52,194.55		
OPERATING EXPENDITURES			ļ						
OFFICE SUPPLIES	275-7-7290-728-00		124		280		35		245
POSTAGE	275-7-7290-730-00		- i		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		j		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			j						-
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		- 1		5,000				5,000
BUILDING REHABILATION GRANT	275-7-7291-971-27		- j		-				-
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						-
Surplus or Deficit		\$ \$	90,607 37,129	\$ \$	204,717 (77,303)	\$ \$	50,916 (44,667)	\$	153,801

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

-	\$ \$ \$	11,322 131,016 142,338 3,326 188,016 191,342	\$ \$	19,670 19,670 820 17,474 18,294	\$ \$	- - - -
-	\$	131,016 142,338 3,326 188,016	\$	19,670 820 17,474	\$	- - - -
-	\$	131,016 142,338 3,326 188,016	\$	19,670 820 17,474	\$	- - -
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	¦_	\$	(49,004)	(49,004)	(49,004) 1,376	(49,004) 1,376

WEST CROSS REVENUE FISCAL YEAR	275	-	ACTUAL 2022/23	ROJECTED 2023/24	TUAL YTD 023/24	
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			CTUAL		OJECTED		TUAL YTD	REMA	AINING
FISCAL YEAR		2	022/23	. 2	2023/24	2	023/24		
TOTAL EXPENDITURES		\$	98,294	\$	191,342	\$	18,294		
OPERATING EXPENDITURES			i						
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		- i		500		17		483
TELEPHONE	275-7-7270-853-00		57 l		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			i						-
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 REHABILATION GRANT	275-7-7271-971-27		5,000		15,000		-		15,000
MISCELLANEIOUS WAGES			- !		4,500		-		4,500
TIF/CAPITAL IMPROV	275-7-7271-820-00		15,954		25,000		13,074		11,926
INFRASTRUCTURE CAPITAL IMPROVEMENTS			i		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



MINUTES OPERATIONS AND FINANCE COMMITTEE MEETING 8:30 AM - January 10, 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 P
MALISSA GILLETT P GERRY KREINER (8:50a) P

EMMY MAURER P

3. AGENDA APPROVAL

Andy French motioned to approve the agenda. Paul Ajlouny supported the motion. Motion Carried - unanimous.

4. APPROVAL OF MINUTES

Bryan Foley motioned to approve the January 10, 2024 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 a quick financial report. A big change was that staff has finally been able to pay the landscaping contractor in full. It is not reflected in the report, as the payment is in process.

7. NEW BUSINESS

A. FY 2024/25 Budget Amendments

Staff pointed out that the budget increase for Downtown Waste Management increased to account for cleaning services. Staff has concerns, as the program is operating at a rather heavy loss, but does not think that increasing prices for businesses is the answer. Removing the cleanup services is also not the answer. Usership needs to increase and staff needs to follow up on businesses who are using the enclosures without paying. Another option would be a special assessment to cover the cost. Malissa Gillett asked about increase of holiday light increase for Downtown and West Cross. Staff would like to put out an RFP or have room to create a holiday lighting plan.

Andy asked about solar grants in Downtown. Staff stated that these were a carryover from the last fiscal year. The previous director had earmarked the funds to applicants, and staff would like to give these applicants a chance to finish out their projects. Staff would put a deadline to use the funds by the end of FY 24/25. There are not good records of who the former director had earmarked, and staff will need to do further digging.

There should be only 25k for community health Downtown. Staff agreed, will check in on why this line item was not used for the overnight warming shelter. This will be changed to 25k.

Andy French suggested that the amended budget have footnotes or an executive summary explaining line items that are carried over.

Depot town:

Depot Town expressed an interest in closing the community health line item. The police refund is ending, and they have fulfilled the agreement for supporting the daytime warming shelter.

Patton Doyle believes the account should still have a budget, even if the DDA does not support the warming shelter, for other community health items. At least \$5,000 from Depot Town, and amounts carried over from last year in the other districts.

Patton Doyle motioned to recommend the Community Health Line item stand at \$5,000 in Depot Town, \$25,000 in West Cross, and \$50,000 Downtown. Malissa Gillett supported the motion. Yes: 5 (Ajlouny, Gillett, Kreiner, Doyle) No: (Maurer, French, Foley). Motion passed.

Andy French left the meeting at 9:55am. He had another meeting at 10am.

Staff explained that Andy French was comfortable at \$15,000 for TIF Capital line item. Staff described the line item. Patton Doyle believes that there should be more flexibility with that account. He suggested we leave that at \$30,000.

W. Cross

The committee discussed extending the solar grant fund in W. Cross. There has not been very much interest. Is it worth budgeting these dollars into the next FY? Patton Doyle suggested removing the Solar Grant budget, but to allow solar projects through the Facade and Rehab grants. If the interest exceeds the budget, we can take another look at it.

Patton Doyle motioned to recommend the Budget Amendments for fiscal year 2024/25 with the discussed changes. Paul Ajlouny supported the motion. Motion passed - unanimous.

B. West Cross Hanging Baskets

Patton Doyle motioned to recommend approval of the West Cross hanging baskets. Gerry Kreiner supported the motion. Motion passed - unanimous.

C. N. Huron Lot Billboard

Staff needs to update the billboard. Provided costs of reinstallation of an old billboard, and cost of reprint.

Malissa Gillett proposed that First Fridays have a billboard, whether its a cost share or not TBD.

Patton Doyle motioned to recommend recovering the existing Ypsi billboard, or up to \$1360 to print and install a new billboard. Malissa Gillett supported the motion. Motion passed - unanimous.

8. PROPOSED BUSINESS

Staff informed the committee that we are planning to have a request for a brownfield at the next meeting for 136 N. Washington Street.

9. PUBLIC COMMENT (3 MINUTES) -none.

10. ADJOURNMENT - Meeting adjourned at 10:37am.



Landscape Proposal Job: Ypsilanti DDA

Report date:	11/30/2023	
Description	Mea Q1	Lump Sum y Price
Additional Hanging Flower Baskets Supply and install "Weekender" 16 inch baskets Price includes mounting brackets & hardware, liner and hanger 18 poles w/2 baskets per pole.	16" 36	6 450.00
Total Base Landscape		16,200.00
Upon review and approval, please sign and return as soon as po	ossible to confirm:	
Signature	Date	



Strategic Plan

2024



STRATEGIC PLAN BEST PRACTICES

A good strategic plan starts with knowing your community's vision and your organization's role in helping to achieve it.

Next:

- Assess your strengths, weaknesses, opportunities, threats and key assets; as well as the four forces of value.
- Evaluate what's completed and still on the docket.
- Prioritize Prioritize
- Establish metrics and timelines

A strategic plan is generally good for three (3) years.



VISION

Everyone's Downtown - An enjoyable, dynamic, historic and desirable destination filled with a diverse mix of vibrant and locally-minded businesses, residents and consumers that value heritage, community gathering activities and sustainably maintained, clean, safe and accessible public spaces where everyone is welcome to live, work, and play.



MISSION

Ypsilanti Downtown Development Authority fuels development and growth for a vibrant DDA that benefits businesses and residents.

CORE VALUES

- Safe / clean / cared for
- Community engagement / participation / ownership
- Historic Preservation
- Heritage (priority and access)
- Diverse (inclusive of all businesses, stakeholders and population)

- Accessible (multi-modal, business entries, and DDA resources)
- Unique / eclectic / locally owned (operated and locally-minded)
- Positive (messaging, communication, approach)
- Sustainability & Vitality
- Integrated / partnership / collaborative

^{*}Use these core values to evaluate future needs, goals, deliverables and decision-making.



DDA ROLE

- Improve the quality of life
- Create a sense of place
- Attract and retain residents, businesses and talent
- Spur private reinvestment
- Increase property value in and around the area

The Work a DDA Does or Can Do

- Infrastructure improvements to streets, sidewalks, lighting, sewer and water
- Design of public gathering places and parks
- Revitalization of vacant and underutilized properties
- Rehabilitation of historic buildings, assets and facades
- Mixed-use and middle-housing infill developments
- Business recruitment and retention programs
- Safety, security and maintenance programs
- Marketing, special events and promotions



SWOT ANALYSIS

Strengths	Weaknesses	Opportunities	Threats	Key Assets
Serve as the downtown to other communities	Misinformation and communication gaps	Partnerships with EMU in West Cross and U of M in Downtown	Parking	MI-HQ
Three districts are walkable to each other	Perception	Water Street lot development	Fewer people walking to West Cross	EMU
Willingness to be inclusive	Public transportation doesn't connect districts	Workforce housing	Crime prevents people coming	Diverse population
Riverside Park connecting districts - gives campus feel	Target audience too single-minded	Invest DDA funds into lots and sidewalks in West Cross and gateways and public spaces in Depot Town	Disinvestment and deferred maintenance of buildings	City/DDA relationship
Almost all independent businesses and unique to Ypsi	Lack of daytime population	Collaborations with County/Spark		Active businesses
		Leverage historic buildings and walkable street to create vibrant neighborhoods		Staff

Listed above is the primary SWOT analysis voted by the DDA Board. For a full list, please refer to the notes in attachments. Prepared by POW! Strategies, Inc.



NEEDS ASSESSMENT

Physical	Economic	Social	Organizational
Improve parking lots and sidewalks • Stairs at RAC	Marketing and businesstrainingsTech and financial assistance for businesses	Resolving misinformation between DDA and businesses	Communications strategy
Streetlights and ornamental lights	More viable businesses Recruitment strategy/market analysis Entertainment options Mix of business to build daytime economy Stronger daytime population/office workers City support of businesses and vice-versa	Activities for youth	Citizen advisory council
Landscaping/trees	Increased property values Less tax breaks	Mental health outreach	Board training
	Code enforcement	Park investments (ie: stormwater control; skating park)	Volunteer pipeline
	Property owner education	Partnership with public schools	Make sure processes match DDA law

Listed above is the primary needs assessment voted by the DDA Board. For a full list, please refer to the notes in attachments. Prepared by POW! Strategies, Inc.

KEY STRATEGIES

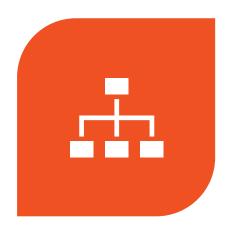








BUSINESS VITALITY



ORGANIZATIONAL DEPTH



CONNECTIVITY





Physically improve connections within and between the DDA districts

- Develop a Capital Improvement Plan (CIP)
- Work with transit partners to better service area



Activate collaborations with key partners to provide business services and grow the economy

Establish a Collaborative Task Force of key partners and business and community leaders to identify and support synergies







When establishing a Capital Improvement Plan, include a projected timeframe, estimated budget, priority level and rationale aligning with core values.

1

High Priorities

Amenities for streetscapes

River Street Boulevards

Freighthouse Plaza

Parking lots and access (Riverside)

Lights

2

Medium-level Priorities

Gateways

Pedestrian routes

West Cross Amenities

Wayfinding

Downtown Streetscape

3

Other Needs

Placemaking

Ambiance

Safety

Burying Utilities/Stormwater/Infrastructure Needs



KEY PARTNERS



Below is a list of potential key partners to collaborate with on multiple levels. The DDA should take time to discuss any other partnerships that will help across all aspects of the organization and strategic plan.

MI-HQ EMU U of M City of Ypsilanti County SPARK Financial Institutions
Medical Community/Institutions
Neighborhood Associations/Groups
Religious/Community Organizations
Student Council
Public Schools



BUSINESS VITALITY





Grow existing businesses

- Leverage and partner with key collaborators to provide training, financial support and resources
- Create a business retention and outreach plan
- Develop a safe and healthy program



Diversify and grow daytime business and housing market

- Conduct a market analysis and develop a recruitment strategy
- Prioritize incentives to existing buildings to meet market demand and visual/repair needs
- Identify and support property redevelopment
- Build relationships with property owners





BUSINESS VITALITY

- A deliberate retention and outreach plan to businesses will extend the reach of services and inclusivity.
- A market analysis and recruitment strategy should be conducted every five years.
- Prioritize development sites for mixed-use and work-force housing. Also prioritize buildings in need of façade improvements or repairs.
- Safe and healthy programs could include security, litter management, and connections to mental health resource providers.
- Engage property owners through round table discussions, one-on-one meetings and providing regular communications and resources.







Increase understanding of DDA, its role and services

- Create and implement a communications and marketing strategy
- Refine brand strategy and initiate campaign



Sustain and implement TIF Plans

- Renew TIF Plans for Downtown and West Cross
- Integrate TIF Plan projects into CIP
- Encourage redevelopment sites to grow TIF







Grow DDA engagement

- Establish a Citizens Advisory Council of the DDA
- Develop and implement a Volunteer Outreach and Recruitment Plan
- Assess Board and committee needs, including trainings, toolkits and people
- Align organizational processes with DDA law



Retain and grow staff and resources

- Align staffing and resource needs with strategic plan
- Establish a sponsorship policy
- Evaluate annual event schedule to align with brand and strategy





- A communications and marketing strategy will help define your audiences, key issues/needs, messaging and ways to reach them. It should also identify metrics of success and time for reevaluation.
- In conjunction, a refined brand strategy will help to align your voice for messaging, stories, position statement, personality, and style and imagery guidelines.
- A Volunteer Outreach & Recruitment Plan should be part of your communications strategy.
- TIF Plan Renewal Deadlines start at least two years prior to deadline:
 - DOWNTOWN December 31, 2028
 - WEST CROSS December 31, 2028
 - WATER STREET December 31, 2028
 - DEPOT TOWN December 31, 2039





- Look at skills, interests and diverse representation when assessing Board and committee needs. Arm volunteers with resources to understand their role, expectations and needs. Refer to the toolkit example in the DDA 201 training guide.
- Events and promotions should have one of the following purposes:
 - Build community awareness/brand recognition
 - Ring registers
 - Community goodwill and engagement
 - *Evaluate your annual event schedule and determine what the purpose is for each event, metrics of success, audience and staff/volunteer demand
- Citizens Advisory Council Areas with over 100 residents. No size requirements. Must be
 residents within the DDA. DDA must consult with and advise the development area citizens
 council regarding the aspects of a development plan, including the development of new
 housing for relocation purposes located either inside or outside of the development area
 from planning through implementation.



NEXT STEPS

- Refer to the attached strategic action plan worksheet to plan, track and monitor your achievements.
- Determine:
 - Timelines
 - Metrics of success
 - Responsible parties (individuals, committees)
 - Resources (partners, funding or tools needed)
- Annually assess the Strategic Plan for the next 3 years at a dedicated meeting.
- Stay focused on the **Key 3 Strategies**!

Don't ignore low-hanging fruit!

Medium-to-low priority actions that could produce quick results. It is always good to have small things happening while working on the big picture.

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YPSILANTI DDA STRATEGIC PLAN 2024-27

STRATEGY	OBJECTIVE	TASKS	PRIORITY	TIMELINE	RESPONSIBLE PARTIES	METRICS OF SUCCESS	RESOURCES NEEDED	FUNDS NEEDED	STATUS
Connectivity			1	1					1
	Physically improve connections within and between the		1	1					1
	DDA districts								
		Develop a Capital Improvement Plan (CIP)	1						1
		Work with transit partners to better service area	2				:		
	Activate collaborations with key partners to provide		·	<u> </u>					***************************************
	business services and grow the economy								
		Establish a Collaborative Task Force of key partners, and	:			<u> </u>			
		business and community leaders to identify and support	1						
		synergies							
		1	··	÷					·
Business Vitality			·÷·····	÷					***************************************
	Grow existing businesses		· † ·····					··	†
		Leverage and partner with key collaborators to provide	†	†			-		†
		training, financial support and resources	1						
		Create a business retention and outreach plan	2	<u> </u>					+
		Develop a safe and healthy program	3	<u> </u>					
		Develop a safe and fleating program		<u> </u>					
			· 	÷					
	Diversify and grow daytime business and housing market								
		Conduct a market analysis and develop a recruitment	·	÷		÷	ļ	}	- -
		;	1						
		strategy Prioritize incentives to existing buildings to meet market		. .		<u> </u>	ļ		
			2						
		demand and visual/repair needs				<u> </u>			
		Identify and support property redevelopment	2			ļ	ļ		
		Build relationships with property owners	3	. <u>.</u>		ļ	ļ		
O				.			ļ		
Organizational Depth & Reach				.			<u> </u>		
	Increase understanding of DDA, its role and services			.			<u> </u>		
		Create and implement a communications and marketing	1						
		strategy		<u> </u>					
		Refine brand strategy and initiate campaign	. 2						
						<u> </u>			
	Sustain and implement TIF Plans					<u> </u>			
		Integrate TIF Plan projects into CIP	1			<u> </u>			
		Renew TIF Plans for Downtown and West Cross	2	<u>.</u>		<u> </u>			
		Encourage redevelopment sites to grow TIF	3			<u>.</u>			
	Grow DDA engagement								
		Assess Board and committee needs, including trainings,	1						
		toolkits and people							
		Develop and implement a Volunteer Outreach and	2						
	į	Recruitment Plan							
		Establish a Citizens Advisory Council of the DDA	3	Ī				1	Ī
		Align organizational processes with DDA law	3	Ţ					Ī
			· ·	Ī					1
	Retain and grow staff and resources		:	1				:	1

YPSILANTI DDA STRATEGIC PLAN 2024-27

	Align staffing and resource needs with strategic plan	1			
	Establish a sponsorship policy	2			
	Evaluate annual event schedule to align with brand and	 2			Ī
	strategy	3			

CAPITAL IMPROVEMENT PLAN (CIP)

FYE	PROJECT	PROJECT ESTIMATE	PROJECT AREA	PROJECT PRIORITY	Resources	TIMELINE (From Concept to Completion)	STATUS
	Streetscape Amenities		AII?	High			
2025	River Street Boulevards		Depot Town	High			
2025	Freighthouse Plaza		Depot Town	High			
	Parking Lots & Access (Riverside)		Downtown & W	High			
	Lighting		All?	High			
	Gateways		Identify	Medium		:	
	Pedestrian Routes		Identify	Medium			
	West Cross Amenities		West Cross	Medium			
	Wayfinding		All?	Medium			
	Downtown Streetscape		Downtown	Medium			
	Placemaking		Identify	Low			
	Ambiance (ie: outdoor seating)		Identify	Low			
	Safety (Assess other safety improvements needed)		Identify	Low			
	Burying Utilities/ Stormwater/ Infrastructure Needs (integrate into above projects)		Integrate into other projects	Universal			
	PRIORITIZE & ASSESS TIMELINE						
	FOR THE FOLLOWING FROM TIF PLANS						
	On-street Parking & Transportation Improvements (Normal to N. Huron)		West Cross				
	Streetscape Design Improvements (Normal to Ballart Streets)		West Cross				
	Streetscape Design Improvements (Ballart to N. Huron)		West Cross				

CAPITAL IMPROVEMENT PLAN (CIP)

Pedestrian Crossing	
Improvements (Cross/N. Huron,	
Cross/Perrin and other)	West Cross
Riverside Park Improvements	Downtown
Mi Ave Streetscape (Adams to	
Hamilton and Hamilton to	
Ballard/Congress)	Downtown
Washington Streetscape/East-	
West Pedestrian Linkages	Downtown
Riverwalk	Depot Town
General Park Improvements	Depot Town
East Cross Street Improvements	Depot Town
Multi-modal Improvements	All
Cross Street Bridge	Depot Town

CAPITAL IMPROVEMENT PLAN (CIP)



Ypsilanti DDA 2024-27 Strategic Plan Notes

Strengths

Greatest Strengths

- Serve as the downtown to other communities
- Three districts are walkable from each other
- Willingness to be inclusive
- Riverside Park connecting districts gives campus feel
- Almost all independent businesses and unique to Ypsi

Other Strengths Identified

- Strong Downtown revenue
- West Cross unique and close to EMU
- Depot Town reserve funds
- Depot Town restaurants and established businesses
- Neighborhoods close by and intertwined with
- Active collaborations
- Diverse buildings
- Depot Town has one voice
- Quality services and positive DDA interactions
- DDA known for programs and events
- DDA support of local businesses
- Downtown and West Cross more diverse
- West Cross well occupied
- Each unique, but complement
- Many people care/passionate about districts

Weaknesses

Greatest Weaknesses

- Misinformation and communication gaps
- Perception
- Public transportation doesn't connect districts
- Target audience too single-minded
- Lack of daytime population

Other Weaknesses Identified

- Connection of Downtown to Riverside Park and awareness of it
- Downtown and Depot Town connection to Union
- Unwillingness to change/silos
- Decreased student population impacts economy
- Front doors not open on businesses and both doors not accessible at times
- High crime in Downtown
- Increase in vacancy in West Cross
- One-way streets
- Lacking strong retail base in Depot Town
- Decades of deferred maintenance
- Vacant lots south of Michigan Ave.
- Undeveloped Water Street (lack of density)
- Lack of parking in all districts
- Lack of communication between public and government
- Absentee landlords
- Only a small core group that use DDA services (seems "exclusive")
- Full awareness of DDA role
- Staffing capacity
- Not walkable at night between districts
- Student turnover

Opportunities

Greatest Opportunities

- Partnership with EMU in West Cross
- Partnership with UofM in Downtown
- Water Street lot development
- Workforce housing
- Invest DDA funds into lots and sidewalks in West Cross
- Invest DDA funds into gateways and public spaces in Depot Town
- Collaborations with County/Spark
- Leverage historic buildings and walkable street to create vibrant neighborhoods

Other Opportunities Identified

- Assuming rent costs are low in Downtown to attract businesses and investments
- No outstanding bonds and resources to make improvements
- Activate sidewalks (cafes, etc.)
- UofM may need more space
- Fixing retail and business buildings

• Being other communities' downtown

Threats

Greatest Threats

- Parking
- Fewer people walking to West Cross
- Crime prevents people coming
- Disinvestment and deferred maintenance of buildings

Other Threats Identified

- Partnership struggles with City
- Developments that could reduce parking
- City financial insolvency
- Loss of small businesses
- Empty storefronts
- Deferred maintenance of public infrastructure
- More people drive to West Cross need more parking

Key Assets

Top Assets

- MI-HQ
- EMU
- Diverse population
- City/DDA relationship
- Active businesses
- Staff

Other Assets to Leverage

- Independent businesses
- Great shops/restaurants
- Affordable
- Historic character of buildings
- History and heritage
- UofM
- University Bank
- Michigan Medical
- Long-term residents and businesses

Needs Assessment

Physical

Top Physical Needs

- 1. Improve parking lots and sidewalks
 - Stairs at RAC
- 2. Streetlights and ornamental lights
- 3. Landscaping/trees

Other Physical Needs

- 4. Cleanliness
- 5. Wayfinding
- 6. Electrical infrastructure
- 7. Maintenance of amenities
- 8. Maintenance of buildings

Economic Needs

- 1. Marketing and business trainings
 - a. Tech and financial assistance for businesses
- 2. More viable businesses
 - a. Recruitment strategy/market analysis
 - i. Entertainment options
 - ii. Mix of business to build daytime economy
 - iii. Stronger daytime population/office workers
 - b. City support of businesses and vice-versa
- 3. Increased property values
 - a. Less tax breaks
- 4. Code enforcement
- 5. Property owner education

Organizational Needs

Top Needs

- 1. Communications strategy
- 2. Citizen advisory council
- 3. Board training
- 4. Volunteer pipeline

5. Make sure processes match law

Other Organizational Needs

- Long-standing/established owners to fill board seats/balance characteristics of board
- 7. Business counselor/trainings
- 8. Consistent staff and dedicated time
- 9. Refresh of organization/toolkits/handbooks

Social Needs

Top Social Needs

- 1. Resolving misinformation between DDA and businesses
- 2. Activities for youth
- 3. Mental health outreach
- 4. Park investments (ie: stormwater control; skating park)
- 5. Partnership with public schools

Other Social Needs

- 6. Collaborations with EMU and Game Above
- 7. Maintain events, while making physical improvements
- 8. Entertainment options
- 9. Free/low-cost spaces
- 10. More partnerships with library

Goal Ideas

- 1. Focus on Infrastructure Projects (establish a CIP Plan)
 - a. Highest
 - i. Amenities for streetscapes
 - ii. River Street Boulevards
 - iii. Freighthouse Plaza
 - iv. Parking lots and access (Riverside)
 - v. Lights
 - b. Secondary
 - Gateways
 - ii. Pedestrian routes
 - iii. West Cross Amenities
 - c. Other
 - Downtown Streetscape
 - ii. Placemaking
 - iii. Ambiance

- 2. Market rate housing (upper unit redevelopment)
- 3. Market analysis
 - a. Businesses that increase the daytime population
- 4. Communication plan and during construction activities
- 5. TIF Plan renewals (Downtown & West Cross)

Do Less of

- 1. Less funding of events outside of district (sponsorship policy)
- 2. Non-profit funding
- 3. Small events
- 4. Open-ended discussions on problems the DDA cannot resolve

Do More of

- 1. Invest in streets and public spaces
- 2. More fun!
- 3. Bricks-n-mortar investments
 - a. Identify critical properties that need financial support
- 4. Engage community
 - a. Points of collaboration
- 5. Board training

Vision & Core Value Refinements

Definition of Diversity

- Collection of businesses
- Population
- Collection of stakeholders

Heritage

- Value and priority
- Access

Add Viability to sustainability

<u>Accessible</u>

- Access into all parts of City and modes of transportation
- Benefits and resources of DDA
- Into individual businesses

Locally-owned (operated and locally-minded)

- Means different things
- A mix between local and anchors for viability and sustainability
- Bring in investors





City of Ypsilanti One South Huron St. Ypsilanti, MI 48197 Bonnie Wessler

Re: Proposed Lighting: N. Washington

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of eight (8) streetlights. I am proposing the installation of eight (8), stock, 12, black fiberglass posts on concrete foundations, and eight (8) stock 60w LED "Basic" Granville luminaires. Pricing below also includes the removal of existing private streetlights. Streetlights to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

Option#1:

<u>Underground fed (8) 60w Granville Acorn LED fixtures</u>

Annual Operating Charges \$2,345.76
Costs to Construct \$66,041.60
3yr Revenue Credit (\$7,037.28)
Contribution from the City of Ypsilanti \$59,004.32

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting

Downtown Development Authority

General Fund Balances and Operating Details,

ACTUAL		PF	ROJECTED	REQUESTED			
2	2022/23	2	2023/24	2	2024/25		
		l					
\$	42,731	\$	57,865	\$	33,005		
	374,046	i	355,070		338,000		
\$	416,777	\$	412,935	\$	371,005		
		i					
\$	4,156	\$	3,770	\$	9,315		
\$	406,407	\$	345,426	\$	503,250		
\$	410,563	\$	349,196	\$	512,565		
\$	6,214	\$	63,739	\$	(141,560)		
		i i					
\$	352.734	<u> </u>	358 948	\$	422,687		
Ψ	-	Y 	-	Ψ	(141,560)		
\$	358,948	\$			281,127		
	\$ \$ \$ \$ \$	\$ 42,731 374,046 \$ 416,777 \$ 4,156 \$ 406,407 \$ 410,563 \$ 6,214	\$ 42,731 \$ 374,046 \$ 416,777 \$ \$ 4,156 \$ 406,407 \$ 410,563 \$ \$ 6,214 \$ \$	\$ 42,731 \$ 57,865 \$ 374,046 \$ 355,070 \$ 416,777 \$ 412,935 \$ 4,156 \$ 3,770 \$ 406,407 \$ 345,426 \$ 410,563 \$ 349,196 \$ 6,214 \$ 63,739	\$ 42,731 \$ 57,865 \$ 374,046 \$ 355,070 \$ 416,777 \$ 412,935 \$ \$ 3,770 \$ \$ 406,407 \$ 345,426 \$ \$ 349,196 \$ \$ 63,739 \$ \$ 63,739 \$ \$ 358,948 \$ \$ 63,739 \$ \$ 358,948 \$ \$ 63,739 \$ \$ 358,948 \$ \$ 63,739 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ \$ 358,948 \$ 358		

DOWNTOWN REVENUE	413	ACTUAL		Р	ROJECTED	RE	QUESTED
FISCAL YEAR	-	:	2022/23		2023/24	:	2023/25
TOTAL REVENUE		\$	416,777	\$	412,935	\$	371,005
OPERATING REVENUE (1.8282 mils)							
CURRENT PROPERTY TAXES	413-4-7230-402-00		26,974		31,527		26,974
DELINQUENT PROPERTY	413-4-7230-420-01		11		87		11
INTEREST ON CURRENT TAXES	413-4-7230-445-02		19		31		19
INTEREST ON DELINQUENT TAXES	413-4-7230-445-05		1		2		1
INTEREST EARNINGS	413-4-7230-664-00		11,383		6,218		6,000
MISCELLANEOUS REVENUE	413-4-7230-694-01		4,344		20,000		-
		\$	42,731	\$	57,865	\$	33,005
TIF REVENUE			i				
TIFA REIMB PA 86 S17	413-4-7231-410-00		18,732		18,239		18,000
CURRENT TIFA TAXES	413-4-7231-439-01		292,293		288,154		300,000
DDA OFFICER REFUND			12,750		12,750	?	
DOWNTOWN GARBAGE COLLECTION	N		19,866		20,927		20,000
MISCELLANEOUS REVENUE			30,405		15,000		
		\$	374,046	\$	355,070	\$	338,000

DOWNTOWN EXPENDITURES			ACTUAL		ROJECTED	REQUESTED		
FISCAL YEAR			2022/23	;	2023/24		2024/25	
TOTAL EXPENDITURES		\$	410,563	\$	349,196	\$	512,565	
OPERATING EXPENDITURES			ļ					
OFFICE SUPPLIES	413-7-7230-728-00		684		600		600	
POSTAGE	413-7-7230-730-00		i		-		200	
OPERATING SUPPLIES	413-7-7230-757-00		79		300		300	
AUDIT FEES	413-7-7230-807-00		508		600		600	
CONTRACTUAL SERVICES	413-7-7230-818-00		931		-		200	
GENERAL LIABILITY	413-7-7230-822-10		- i		400		400	
LEGAL SERVICES	413-7-7230-826-10		413		200		1,000	
TELEPHONE	413-7-7230-853-00		777		650		800	
CONFERENCES AND WORKSHOPS	413-7-7230-864-01		263		510		2,550	
PRINTING AND PUBLISHING	413-7-7230-900-00		450		255		2,040	
MEETING ROOM RENTAL			i				370	
MEMBERSHIPS AND DUES	413-7-7230-958-00		53		255		255	
		\$	4,156	\$	3,770	\$	9,315	
TIF EXPENDITURES			į					
IGA 20%			71,039		57,630	\$	80,000.00	
ADMIN CONTRACT			38,760		38,760	\$	68,850.00	
TIF/CAPITAL IMPROV	413-7-7231-820-00		35,178		51,000		60,000	
IRRIGATION SYSTEM			199		200		200	
STREETSCAPE MAINTENANCE	413-7-7231-820-02		12,506		38,203		30,000	
WASTE MANAGEMENT	413-7-7231-820-03		33,835		22,000		34,000	
DTE ELECTRIC BILL			182		150		200	
HOLIDAY LIGHTING & MAINTENANCE*	413-7-7231-820-06		4,516		9,228		20,000	
SPECIAL EVENT CONTRIBUTION	413-7-7231-965-0		9,500		14,255		15,000	
FAÇADE GRANT	413-7-7231-965-06		38,000		20,000		20,000	
SOLAR GRANT			- [10,000		30,000	
COMMUNITY HEALTH			- !		-		50,000	
BUILDING REHABILITATION GRANT	413-7-7231-971-27		-		20,000		20,000	
MISCELLANEOUS WAGES			- i		9,000		-	
STREETSCAPE CAPITAL IMPROVEMENTS			1				75,000	
BUSINESS RELIEF FUND			. !		55,000		-	
CONTRACTUAL SERVICES			227 I		,			
BOND PAYMENT	413-7-7231-999-20		162,465				_	
		\$	406,407	\$	345,426	\$	503,250	
Surplus or deficit		Ś	6,214	Ś	63,739	Ś	(141,560)	

Downtown Development Authority

General Fund Balances and Operating Details

DEPOT TOWN	AC	TUAL	PF	ROJECTED	RE	QUESTED
Fiscal Year	20	22/23	2	2023/24	2	2024/25
Revenues			i			
Operating	\$	9,530	\$	11,957	\$	10,003
TIF	1	120,350	!	125,570		115,550
Revenue Subtotal	\$ 1	129,879	\$	137,527	\$	125,553
Expenditures			!			
Operating	\$	2,143	\$	2,039	\$	4,119
TIF	\$	90,607	i \$	187,197	\$	277,770
Expenditure Subtotal	\$	92,750	\$	189,236	\$	281,889
Surplus/(Loss)	\$	37,129	\$	(51,709)	\$ ((156,336)
			!			
Memo: General Fund Balances			!			
Starting Fund Balance	\$ 2	219,068	\$	256,197	\$	204,488
Current Year Surplus/(Loss)	\$	37,129	\$	(51,709)	\$	(156,336)
Ending Fund Balance	\$ 2	256,197	\$	204,488	\$	48,152
			i			

DEPOT TOWN REVENUE FISCAL YEAR	275	ACTUAL 2022/23		PROJECTED 2023/24		QUESTED 2024/25
TOTAL REVENUE		\$	129,879	\$ 1	l 37,527	\$ 125,553
OPERATING REVENUE (1.8282 mils)			i			
CURRENT PROPERTY TAXES	275-4-7290-402-00		3,773		7,781	5,000
INTEREST ON CURRENT TAXES	275-4-7290-445-02		- !		3	3
INTEREST EARNINGS	275-4-7290-664-01		5,756		4,173	5,000
MISCELLANEOUS REVENUE	275-4-7270-694-01		i			
		\$	9,530	\$	11,957	\$ 10,003
TIF REVENUE						
DDA OFFICER REFUND			6,000		6,000	
MISCELLANEOUS REVENUE	275-4-7291-410-00		0		5,875	0
TIFA REIMB PA 86 S17			i		1,236	1,200
CURRENT TIFA TAXES	275-4-7291-674-43		114,350		112,459	114,350
		\$	120,350	\$	125,570	\$ 115,550

DEPOT TOWN EXPENDITURE	S		ACTUAL		PROJECTED	REQUESTED		
FISCAL YEAR			2022/23		2023/24		2024/25	
TOTAL EXPENDITURES		\$	92,750.10	\$	189,236.00	\$	281,889.00	
OPERATING EXPENDITURES			i					
OFFICE SUPPLIES	275-7-7290-728-00		124		60		280	
POSTAGE	275-7-7290-730-00		-		-		140	
OPERATING SUPPLIES	275-7-7290-757-00		41		230		140	
AUDIT FEES	275-7-7290-807-00		260		270		250	
CONTRACTUAL SERVICES	275-7-7290-818-00		806				200	
GENERAL LIABILITY	275-7-7290-822-10				219		219	
LEGAL SERVICES	275-7-7290-826-10		198		500		500	
TELEPHONE	275-7-7290-853-00		293		200		140	
CONFERENCES AND WORKSHOPS	275-7-7290-864-01		121		280		1,400	
PRINTING AND PUBLISHING	275-7-7290-900-00		217		140		500	
MEETING ROOM RENTAL			i				210	
MEMBERSHIPS AND DUES	275-7-7290-958-00		84		140		140	
		\$	2,143	\$	2,039	\$	4,119	
TIF EXPENDITURES			i					
IGA 20%			21,670		22,492		32,870	
ADMIN CONTRACT	275-7-7291-818-00		21,143		21,143		32,400	
STREETSCAPE MAINTENANCE	275-7-7291-820-02		5,881		30,562		15,000	
HOLIDAY LIGHTING & MAINTENANCE	275-7-7291-820-06		1,016		7,500		5,000	
SPECIAL EVENT CONTRIBUTION			6,300		7,000		7,500	
COMMUNITY HEALTH			-		6,000		5,000	
FAÇADE GRANT	275-7-7291-965-06		-		3,000			
BUILDING REHABILATION GRANT	275-7-7291-971-27		- j		-			
MISCELLANEOUS WAGES			- !		4,500			
TIF/CAPITAL IMPROV	275-7-7291-974-01		34,354		30,000		30,000	
INFRASTRUCTION CAPITAL PROJECTS	275-7-7291-991-00		i		55,000		150,000	
CONTRACTUAL SERVICES			125					
MISCELLANEOUS EXPENSE			118					
Surplus or Deficit		\$ \$	90,607 37,129	\$ \$	187,197 (51,709)	\$ \$	277,770 (156,336)	

Downtown Development Authority

General Fund Balances and Operating Details

WEST CROSS	ACTUAL	PROJECTED	REQUESTED
Fiscal Year	2022/23	2023/24	2024/25
Revenues		1	
Operating	\$ 20,599	\$ 14,916	\$ 14,026
TIF	143,100	131,564	135,000
Revenue Subtotal	\$ 163,699	\$ 146,480	\$ 149,026
Expenditures		i	
Operating	1,043	1,075	4,315
TIF	97,251	77,993	254,350
Expenditure Subtotal	\$ 98,294	\$ 79,068	\$ 258,665
Surplus/(Loss)	\$ 65,404	\$ 67,412	\$ (109,639)
		i	
Memo: General Fund Balances	4		
Starting Fund Balance	\$ 295,656	\$ 361,060	\$ 428,473
Current Year Surplus/(Loss)	65,404	67,412	(109,639)
Ending Fund Balance	\$ 361,060	\$ 428,473	\$ 318,834

WEST CROSS REVENUE FISCAL YEAR	275	ACTUAL 2022/23	PROJECTED 2023/24		QUESTED 2024/25
TOTAL REVENUE		\$ 163,699	\$	146,480	\$ 149,026
OPERATING REVENUE (1.8282 mils)					
CURRENT PROPERTY TAXES	275-4-7270-402-00	14,814		11,109	11,000
PERSONAL PROP TAX REIMBURSE	275-4-7270-402-05	0			
DELINQUENT PERSONAL PROPERTY	275-4-7270-420-01	18		28	20
INTEREST ON CURRENT TAXES	275-4-7270-445-02	9		6	5
INTEREST ON DELINQUENT TAXES	275-4-7270-445-05	1		2	1
INTEREST EARNINGS	275-4-7270-664-00	5,756		3,771	3,000
MISCELLANEOUS REVENUE	275-4-7270-694-01				
		\$ 20,599	\$	14,916	\$ 14,026
TIF REVENUE					
TIFA REIMB PA 86 S17	275-4-7271-410-00	6,994		7,406	7,000
YDDA OFFICER REFUND		8,192		6,250	
CURRENT TIFA TAXES	275-4-7271-439-02	127,914		117,908	128,000
		\$ 143,100	\$	131,564	\$ 135,000

WEST CROSS EXPENDITURES		ACTUAL PROJECTED			REQUESTED		
FISCAL YEAR		2	022/23	2023/24 202		024/25	
TOTAL EXPENDITURES		\$	98,294	\$	79,068	\$	258,665
OPERATING EXPENDITURES			į				
OFFICE SUPPLIES	275-7-7270-728-00		92		55		210
POSTAGE	275-7-7270-730-00		- ¦				105
OPERATING SUPPLIES	275-7-7270-757-00		31		100		105
AUDIT FEES	275-7-7270-807-00		130		210		210
CONTRACTUAL SERVICES	275-7-7270-818-00		385				100
GENERAL LIABILITY	275-7-7270-822-10		- ¦		165		165
LEGAL SERVICES	275-7-7270-826-10		- i		20		1,000
TELEPHONE	275-7-7270-853-00		57		105		105
CONFERENCES AND WORKSHOPS	275-7-7270-864-01		109		210		1,050
PRINTING AND PUBLISHING	275-7-7270-900-00		177		105		1,000
MEMBERSHIPS AND DUES	275-7-7270-958-00		63		105		105
MEETING ROOM RENTAL			ļ				160
		\$	1,043	\$	1,075	\$	4,315
TIF EXPENDITURES			i				
IGA 20%			22,649		23,581		35,600
ADMIN CONTRACT	275-7-7271-818-00		22,871		22,871		33,750
STREETSCAPE MAINTENANCE	275-7-7271-820-02		6,116		7,641		10,000
HOLIDAY LIGHTING & MAINTENANCE	275-7-7271-820-06		1,000		1,400		15,000
SPECIAL EVENT CONTRIBUTION	275-7-7271-965-05		5,000		3,000		5,000
SOLAR			10,000		-		-
FAÇADE GRANT			8,661		-		15,000
BUILDING REHABILATION GRANT	275-7-7271-971-27		5,000				15,000
MISCELLANEIOUS WAGES			. !		4,500		-
TIF/CAPITAL IMPROV	275-7-7271-820-00		15,954		15,000		50,000
Communuty health			i				25,000
INFRASTRUCTURE CAPITAL IMPROVEMENTS			i		-		50,000
		\$	97,251	\$	77,993	\$	254,350

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, and dedicated phone numbers.

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, and the dedicated phone numbers.

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	, 2024
and shall terminate on its terms on	, 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: To YDDA:

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

Details	2024
Annual Salary	50,000.00
7.65%	3,825.00
1.50%	750.00
85% ER Share 15% EE	16,911.60
Free for Employee	1,000.00
	480.00
7% ER Contribution 3% EE	3,500.00
\$200 per month	2,400.00
20 Days	
12 Days	
5 Days	
-	78,866.60
	Annual Salary 7.65% 1.50% 85% ER Share 15% EE Free for Employee 7% ER Contribution 3% EE \$200 per month 20 Days 12 Days

YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR EMPLOYMENT AGREEMENT

	AGREEMENT, made and entered into this day of, 2024 ate"), by and between the Ypsilanti Downtown Development Authority, a public			
body corpora	te, whose address is 1 S. Huron St. Ypsilanti, Michigan 48197, hereinafter referred and, whose address is,			
	, hereinafter referred to as "Employee" both of whom understand as follows:			
WITNESSETH:				
	EAS, the DDA desires to appoint Employee as the DDA Director, and employ his t forth in 2018 PA 57, commonly known as the Michigan Downtown Development; and			
governing bo	EAS , the DDA Board, hereinafter referred to as the "Board," as the DDA's ody, desires to provide certain benefits, to establish certain conditions of and to set working conditions of the Employee; and			
WHER	EAS, the Board desires to secure and retain the services of the Employee; and			
WHER Director.	EAS, Employee desires to accept appointment and employment as the DDA			
-	THEREFORE, in consideration of the mutual covenants contained herein, the DDA e 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 employee 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 their 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.

- b. The DDA may adjust the base salary of the Employee annually before July 1 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 June 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) their

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 employee benefits package will be parallel to that of a non-union employee of the city of Ypsilanti.

Section 6. Insurance Coverage.

The employee benefits package will be parallel to that of a non-union employee of the city of Ypsilanti.

Section 7. Cellular Telephone.

a. Telephone reimbursement is included in the City of Ypsilanti employee benefits package .

Section 8. Vacation Leave and Paid Time Off.

The employee benefits package will be parallel to that of a non-union employee of the city of Ypsilanti.

i. Employee shall be responsible for notifying the DDA Chair when they use PTO.

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 City of Ypsilanti, Washtenaw 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. 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: If to Employee: Chairperson DDA 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 ______, Chairman of the Authority Board ATTEST:

i.

EMPLOYEE

ATTEST:

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, Employee

, Secretary of the Authority Board

APPROVED AS TO FORM AND LEGALITY

Ву:		
	Kevin Kilby, Legal Counsel for the DDA Board	
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