



**CITY OF YPSILANTI
DDA BOARD MEETING**
Thursday, March 21, 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)	Paul Ajlouny
	Brian Jones-Chance	Nicole Brown
	Dieter Otto	Patton Doyle
	Andy French	Kayia Hinton
	Bryan Foley	Malissa Gillett
	Valory Brown	Gerry Kreiner
	Rex Richie	

3. MISSION/VISION

A. YDDA Mission, Vision and Role

4. AGENDA APPROVAL

5. APPROVAL OF MINUTES

A. February 15, 2024 Minutes

6. PUBLIC COMMENT (3 MINUTES)

7. STAFF/FINANCIAL REPORT

A. Staff Report

B. Financial Report

8. COMMITTEE REPORTS

A. Operations and Finance Committee

B. Committee for Equitable Investment

9. NEW BUSINESS

- A. Frog Island Park - Conceptual Plan with DPS Director Bonnie Wessler
- B. Brownfield Redevelopment Presentation with Nathan Voght - Economic Development Specialist - Washtenaw County
- C. First Fridays Ypsilanti - 2024 Season Updates - Malissa Gillett - Director
- D. Depot Town Plaza and River Street RFQ
- E. DDA Staff Review and Executive Director Contract

10. PROPOSED BUSINESS

11. PUBLIC COMMENT (3 MINUTES)

12. ADJOURNMENT



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



MINUTES
DDA BOARD MEETING
8:30 AM - Thursday, February 15, 2024
Back Office Studios - 13 N. Washington St.

1. CALL TO ORDER

2. ROLL CALL

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

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

3. AGENDA APPROVAL

Nicole Brown motioned to approve the agenda. Malissa Gillett supported the motion. Motion passed - unanimous.

4. APPROVAL OF MINUTES

Paul Ajlouny motioned to approve the December 21, 2023 Board Meeting minutes and Bryan Foley 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.

7. COMMITTEE REPORTS

A. Operations and Finance Committee

Committee report provided by Andy French.

8. CONSENT AGENDA

A. N. Huron Billboard - \$375 Downtown

B. W. Cross Hanging Planters - 36 at \$16,200

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

9. NEW BUSINESS

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

POW Strategies presented the strategic plan from the December meeting.

Connectivity/ Business Vitality/ Organizational Depth and Reach

Mission and vision statements available at each board meeting - posted on agenda. Staff can also include the templates for strategic plan and CIP plan at board meetings to review.

B. N. Washington Lights Project - DPS Director Bonnie Wessler

There are eight non-functioning lights on N. Washington. The city has provided a quote from DTE for \$66,000 for the work. The city proposes that the DDA pay the capital cost and then the city would pay the ongoing upkeep costs.

The board considered timelines. Business owners on N. Washington have expressed that they would like this project done as soon as possible.

Staff explained that this would be coming from reserves if the board chose to do the project ASAP.

Malissa Gillett motioned to approve the project as presented, and Dieter Otto supported the motion.

The group agreed to consider after the budget is discussed.

Malissa withdrew her motion to discuss after the budget discussion. Dieter Otto supported the withdrawal.

C. FY 24/25 Budget

Downtown

Staff prefers to budget a little more generously and rather than continuously need to come back to the board for adjustments. Line items increased include: Meeting rooms, Conference and meetings, legal, IGA 20%, WM, Holiday lighting and maintenance.

Solar grant funds are a carry over to honor some earmarked projects.

Community health is at 25k, the budget in the packet has a mistake, though staff recommends this line item to be higher to allow room for new projects. 25k may be entirely allocated to the overnight shelter, leaving little to work with for other community health issues.

Miscellaneous wages will be removed, as new staffing contracts should cover the gap this line item addressed.

Depot Town

We will be using the funds that were saved for parking used for plaza.

Facade and Rehab have been gutted again.

Holiday Lighting at 5k should be \$7500 in the budget (fix from ops and finance)

West Cross

No major changes, TIF was increased to account for TIF renewal if we are to start that process this year.

Andy French motioned to approve the 24/25 fiscal year budget with discussed amendments and Dieter Otto supported the motion. Motion passed - unanimous.

Malissa Gillett motioned to move on the Washington Street Lights project in the 23/24 FY and Dieter Otto supported the motion. Motion passed - unanimous.

D. Administrative Services Agreement, Director Discussion

Staff is looking to approve the Admin Services Agreement. It has been calculated into the budget. The employees benefits will be included in the IGA.

Staff will provide this agreement to the City Manager, who will have it reviewed by their attorney, and will take it to City Council for approval.

Kayia Hinton and Nicole Brown left at 10:34am.

Dieter Otto motioned to approve the Administrative Services Agreement and Malissa Gillett supported the motion. Motion passed - unanimous.

Andy French motioned for the Executive Committee to negotiate a contract with Interim DDA Director Elize Jekabson, and bring it to next month's meeting for a full board approval. Dieter Otto supported the motion. Motion passed - unanimous.

10. PROPOSED BUSINESS -none.

11. PUBLIC COMMENT (3 MINUTES) - none.

12. ADJOURNMENT Adjourned at 10:37am

City of Ypsilanti DDA Staff Report February/March 2024

Website: 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:

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.

Downtown Dumpster Management: December – March 2024 cycle is in session. Staff will be billing for the next cycle this week.

Press/Communications: 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.

YDDA Bookkeeping and Budget: 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

Streetscape Maintenance: Staff had issues with the Holiday Lighting Contractor TCS Holiday Lighting for prompt holiday decoration removal. DJs was contracted to do the work.

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

New Businesses: Staff regularly works with potential and incoming businesses. Neighborhood Theater Group – 6 N. Huron, Water Tower Distilling

Businesses Closing:

Staff Hours for February/March 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 is Friday February 16th at Spark EAST. DDA stakeholders utilized this time to talk to staff. Next one from 8-12pm at Northern Grind Coffee on March 22.
- Match on Main – Program is back, local due date March 31st.
- Staff attended the MDA Spring Workshop in Lansing on March 6th.
- Staff is working with the city, the Brownfield Authority, and developer J297, to prepare for a brownfield district request that will be brought to the board in April.

- Regular meetings with the City of Ypsilanti DPS Director.
- Depot Town Plaza RFQ review process
- Interim Director Elize Jekabson had an employment contract negotiation meeting with the Executive Committee on March 13th.
- Special Event sponsorship applications are due March 31st.

End of February, Beginning of March 24 Expenses

FY 23/24

	AMOUNT	W. CROSS	DEPOT TOWN	DOWNTOWN	LINE ITEM	DESCRIPTION
BirdDog Baking Co	\$ 25,000.00			\$ 25,000.00	Façade	Match on Main Passthrough funding
POW Strategies	\$ 1,750.00	\$ 437.50	\$ 420.00	\$ 892.50	TIF	Strategic Planning second payment
Stevens	\$ 1,804.50			\$ 1,804.50	Waste Management	March Service
The Thrift Depot	\$ 500.00		\$ 500.00		Special Events	Halloween Candy Event
DJs Landscape Management	\$ 397.01			\$ 397.01	Streetscape Maint.	holiday decoration removal
McGraw Morris P.C.	\$ 825.00	\$ 33.00	\$ 759.00	\$ 33.00	Legal Services	Council/Letter to GH, Admin Contract reviews, DT RFQ review
Zoelife Environmental	\$ 750.00			\$ 750.00	Waste Management	April Service
Benchmark	\$ 375.00			\$ 375.00	TIF	N. Huron lot billboard
Total	\$ 31,401.51	\$ 470.50	\$ 1,679.00	\$ 29,252.01		

Downtown Development Authority

DOWNTOWN	ACTUAL	PROJECTED	ACTUAL TD
Fiscal Year	2022/23	2023/24	2023/24
Revenues			
Operating	\$ 42,731	\$ 31,036	\$ 59,122
TIF	374,046	420,750	70,571
Revenue Subtotal	<u>\$ 416,777</u>	<u>\$ 451,786</u>	<u>\$ 129,693</u>
Expenditures			
Operating	\$ 4,156	\$ 6,655	\$ 3,934
TIF	\$ 406,407	\$ 366,392	\$ 238,158
Expenditure Subtotal	<u>\$ 410,563</u>	<u>\$ 373,047</u>	<u>\$ 242,092</u>
Surplus/(Loss)	\$ 6,214	\$ 78,739	\$ (112,399)

Memo: General Fund Balances			
Starting Fund Balance	\$ 352,734	\$ 358,948	\$ 358,948
Current Year Surplus/(Loss)	6,214	78,739	(112,399)
Ending Fund Balance	<u>\$ 358,948</u>	<u>\$ 437,687</u>	<u>\$ 246,549</u>
Unpaid Grants			

DOWNTOWN REVENUE		413	ACTUAL	PROJECTED	ACTUAL YTD	
FISCAL YEAR			2022/23	2023/24	2023/24	
TOTAL REVENUE			\$ 416,777	\$ 451,786	\$ 129,693	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	413-4-7230-402-00		26,974	30,000	31,723	
DELINQUENT PROPERTY	413-4-7230-420-01		11	10		
INTEREST ON CURRENT TAXES	413-4-7230-445-02		19	25	160	
INTEREST ON DELINQUENT TAXES	413-4-7230-445-05		1	1		
INTEREST EARNINGS	413-4-7230-664-00		11,383	1,000	7,239	
MISCELLANEOUS REVENUE	413-4-7230-694-01		4,344	-		
COUNTY GRANT					20,000	
			\$ 42,731	\$ 31,036	\$ 59,122	\$ -
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	12,332	
LOCAL COMMUNITY STABILIZATION					18,239	
MISCELLANEOUS REVENUE			30,405		40,000	
			\$ 374,046	\$ 420,750	\$ 70,571	\$ -

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	\$ 242,092	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	413-7-7230-728-00	684	600	132	468
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	490	110
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	1,069	(69)
TELEPHONE/INTERNET	413-7-7230-853-00	777	650	506	144
CONFERENCES AND WORKSHOPS	413-7-7230-864-01	263	510	447	63
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	\$ 3,934	\$ 2,721
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	56,823	(26,823)
IRRIGATION SYSTEM		199	200	43	157
STREETSCAPE MAINTENANCE	413-7-7231-820-02	12,506	20,000	38,231	(18,231)
WASTE MANAGEMENT	413-7-7231-820-03	33,835	22,000	21,059	941
DTE ELECTRIC BILL		182	150	46	104
HOLIDAY LIGHTING & MAINTENANCE*	413-7-7231-820-06	4,516	7,500	9,639	(2,139)
SPECIAL EVENT CONTRIBUTION	413-7-7231-965-05	9,500	15,000	13,450	1,550
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	25,000	(5,000)
MISCELLANEOUS WAGES		-	9,000		9,000
BUSINESS RELIEF FUND		-	70,000	\$53,867	16,133
CONTRACTUAL SERVICES		227			-
BOND PAYMENT	413-7-7231-999-20	162,465		-	
		\$ 406,407	\$ 366,392	\$ 238,158	\$ 128,234
Surplus or deficit		\$ 6,214	\$ 78,739	\$ (112,399)	

Items not reflected in YTD:

\$19480 to be reimbursed from County for Holiday lights

Yiftee reimbursement from GameAbove Yet to be calculated

photographer

Other Notes:

Downtown Development Authority

DEPOT TOWN	ACTUAL	PROJECTED	ACTUAL YTD	
Fiscal Year	2022/23	2023/24	2023/24	
Revenues				
Operating	\$ 9,530	\$ 8,510	\$ 8,392	\$ -
TIF	120,350	121,574	1,236	-
Revenue Subtotal	<u>\$ 129,879</u>	<u>\$ 130,084</u>	<u>\$ 9,628</u>	<u>\$ -</u>
Expenditures				
Operating	\$ 2,143	\$ 2,670	\$ 2,351	\$ -
TIF	\$ 90,607	\$ 204,717	\$ 91,979	\$ -
Expenditure Subtotal	<u>\$ 92,750</u>	<u>\$ 207,387</u>	<u>\$ 94,330</u>	<u>\$ -</u>
Surplus/(Loss)	\$ 37,129	\$ (77,303)	\$ (84,702)	\$ -

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>\$ (84,702)</u>	
Ending Fund Balance	\$ 256,197	\$ 178,894	\$ 171,495	
Unpaid Grants				

DEPOT TOWN REVENUE		275	ACTUAL	PROJECTED	ACTUAL YTD	
FISCAL YEAR			2022/23	2023/24	2023/24	
TOTAL REVENUE			\$ 129,879	\$ 130,084	\$ 9,628	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	275-4-7290-402-00		3,773	8,000	6,467	
INTEREST ON CURRENT TAXES	275-4-7290-445-02			10	7	
INTEREST EARNINGS	275-4-7290-664-01		5,756	500	1,918	
MISCELLANEOUS REVENUE	275-4-7270-694-01					
			\$ 9,530	\$ 8,510	\$ 8,392	\$ -
TIF REVENUE						
DDA OFFICER REFUND			6,000	6,000	0	
MISCELLANEOUS REVENUE	275-4-7291-410-00		0			
TIFA REIMBURSE PA 86 S17					1,236	
CURRENT TIFA TAXES	275-4-7291-674-43		114,350	115,574	0	
			\$ 120,350	\$ 121,574	\$ 1,236	\$ -

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	\$ 94,330.24	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	275-7-7290-728-00	124	280	53	227
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	270	(20)
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	785	(285)
TELEPHONE	275-7-7290-853-00	293	140	191	(51)
CONFERENCES AND WORKSHOPS	275-7-7290-864-01	121	280	245	35
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	\$ 2,351	\$ 319
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	30,563	(15,563)
HOLIDAY LIGHTING & MAINTENANCE	275-7-7291-820-06	1,016	5,000	10,605	(5,605)
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	19,234	5,766
INFRASTRUCTURE CAPITAL PROJECTS	275-7-7291-991-00		100,000	25,015	74,985
CONTRACTUAL SERVICES		125			-
MISCELLANEOUS EXPENSE		118			-
DTE BILL				62	
		\$ 90,607	\$ 204,717	\$ 91,979	\$ 112,800
Surplus or Deficit		\$ 37,129	\$ (77,303)	\$ (84,702)	

Items not reflected in YTD:

\$5300 to be reimbursed from County for Holiday lights

Yiftee reimbursement from GameAbove Yet to be calculated

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	\$ 20,335	\$ -
TIF	143,100	131,016	1,236	-
Revenue Subtotal	<u>\$ 163,699</u>	<u>\$ 142,338</u>	<u>\$ 21,571</u>	<u>\$ -</u>
Expenditures				
Operating	1,043	3,326	1,449	-
TIF	97,251	188,016	25,657	-
Expenditure Subtotal	<u>\$ 98,294</u>	<u>\$ 191,342</u>	<u>\$ 27,106</u>	<u>\$ -</u>
Surplus/(Loss)	\$ 65,404	\$ (49,004)	\$ (5,535)	\$ -

Memo: General Fund Balances				
Starting Fund Balance	\$ 295,656	\$ 361,060	\$ 361,060	
Current Year Surplus/(Loss)	65,404	(49,004)	(5,535)	
Ending Fund Balance	<u>\$ 361,060</u>	<u>\$ 312,056</u>	<u>\$ 355,525</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	\$ 21,571	\$ -
OPERATING REVENUE (1.8282 mils)						
CURRENT PROPERTY TAXES	275-4-7270-402-00		14,814	11,282	11,173	
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		6	
INTEREST ON DELINQUENT TAXES	275-4-7270-445-05		1		1	
INTEREST EARNINGS	275-4-7270-664-00		5,756		1,744	
MISCELLANEOUS REVENUE	275-4-7270-694-01				7,406	
			\$ 20,599	\$ 11,322	\$ 20,335	\$ -
TIF REVENUE						
TIFA REIMB PA 86 S17	275-4-7271-410-00		6,994	4,500	1,236	
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	\$ 1,236	\$ -

WEST CROSS EXPENDITURES		ACTUAL	PROJECTED	ACTUAL YTD	REMAINING
FISCAL YEAR		2022/23	2023/24	2023/24	
TOTAL EXPENDITURES		\$ 98,294	\$ 191,342	\$ 27,106	
OPERATING EXPENDITURES					
OFFICE SUPPLIES	275-7-7270-728-00	92	210	55	155
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	202	(47)
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	440	60
TELEPHONE	275-7-7270-853-00	57	105	37	68
CONFERENCES AND WORKSHOPS	275-7-7270-864-01	109	210	184	26
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	\$ 1,449	\$ 1,877
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	7,641	2,359
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	13,616	11,384
INFRASTRUCTURE CAPITAL IMPROVEMENTS			50,000	-	50,000
		\$ 97,251	\$ 188,016	\$ 25,657	\$ 162,359

Items not reflected in YTD:

Yiftee reimbursement from GameAbove Yet to be calculated



MINUTES
OPERATIONS AND FINANCE COMMITTEE MEETING
8:30 AM - March 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 GILLETT	A (online)	GERRY KREINER	P
EMMY MAURER	P		

3. AGENDA APPROVAL

Andy French motioned to approve the agenda. Patton Doyle supported the motion. Motion Carried - unanimous.

4. APPROVAL OF MINUTES

Patton Doyle pointed out that the date on the minutes is incorrect.

Patton Doyle motioned to approve the February 7, 2024 meeting minutes with the date amendment and Andy French supported the motion. Motion carried - unanimous.

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

6. FINANCIAL REPORT

A. Financial Report

Staff provided a financial report. Staff nailed down an insurance claim for Depot Town after a few years. \$4,075 to cover losses of when a semi truck hit our welcome to Depot Town sign on N. Huron. As of now, staff will not pursue sign replacement, rather use the money for Depot Town Plaza upgrades. Discussion of the community mental health line item.

7. NEW BUSINESS

A. Depot Town RFQ Review

The DDA received five responses for RFQ.

Staff reviewed the proposals with the committee.

Fishbeck - highest cost but confident that the DDA would receive great results and robust public participation. High emphasis on working within our budget.

Smithgroup - Has had a lot of great projects in the Ann Arbor area, and the lead is connected to Ypsilanti.

There is a concern over multi million price tags on their projects.

Giffels Webster - Great community engagement plan with a stakeholder database and website. Staff has excellent working relationship with this firm.

McKenna - Has confidence that they would do a good job. They are a large company and their projects are more standardized.

Grissim - Less maintenance by design is a great focus, but their proposed public participation plan was lacking.

The committee discussed project affordability.

Staff explained that the DDA needs to decide if they want to invest in the concept stage whether or not the project will be feasible by the end of the year. The DDA should prepare for a high price tag. Staff did highlight in the RFQ that we are looking for concept plan to be about 10% of construction, however the consultant may recommend we broaden the scope.

Andy French stated that this project is a good candidate for bonding. The Depot Town District has a bonding capacity of up to 1 million dollars.

Staff also talked about programs like Patronicity, and opportunities for sponsorship. The consultant will be able to help us create a financing plan.

Andy French made a case for Fishbeck - he thinks that public engagement needs to be robust. The concept plan piece for all the applicants are relatively the same price, its Fishbeck that goes above for engagement. The firm has worked with the city and Depot Town before.

Andy French motioned to recommend approval the Fishbeck bid for the Depot Town Plaza and N River St redesign concept for \$39,000 and Gerry Kreiner supported the motion. Motion passed - unanimous.

8. PROPOSED BUSINESS

At the next board meeting, they will review a contract for the approval for the DDA director.

Patton Doyle talked about DTE tearing up some sidewalks to fix the N. Huron lights.

Mix Fitness Studios has received an Innovation Ypsi grant. With that they are required to promote Downtown Ypsilanti with a portion of the funds. They are looking for ideas on best ways to do so.

Andy French mentioned that the third floor of RAC has a nice meeting room. It may be more cost effective than current board meeting rentals.

9. PUBLIC COMMENT (3 MINUTES) - none.

10. ADJOURNMENT

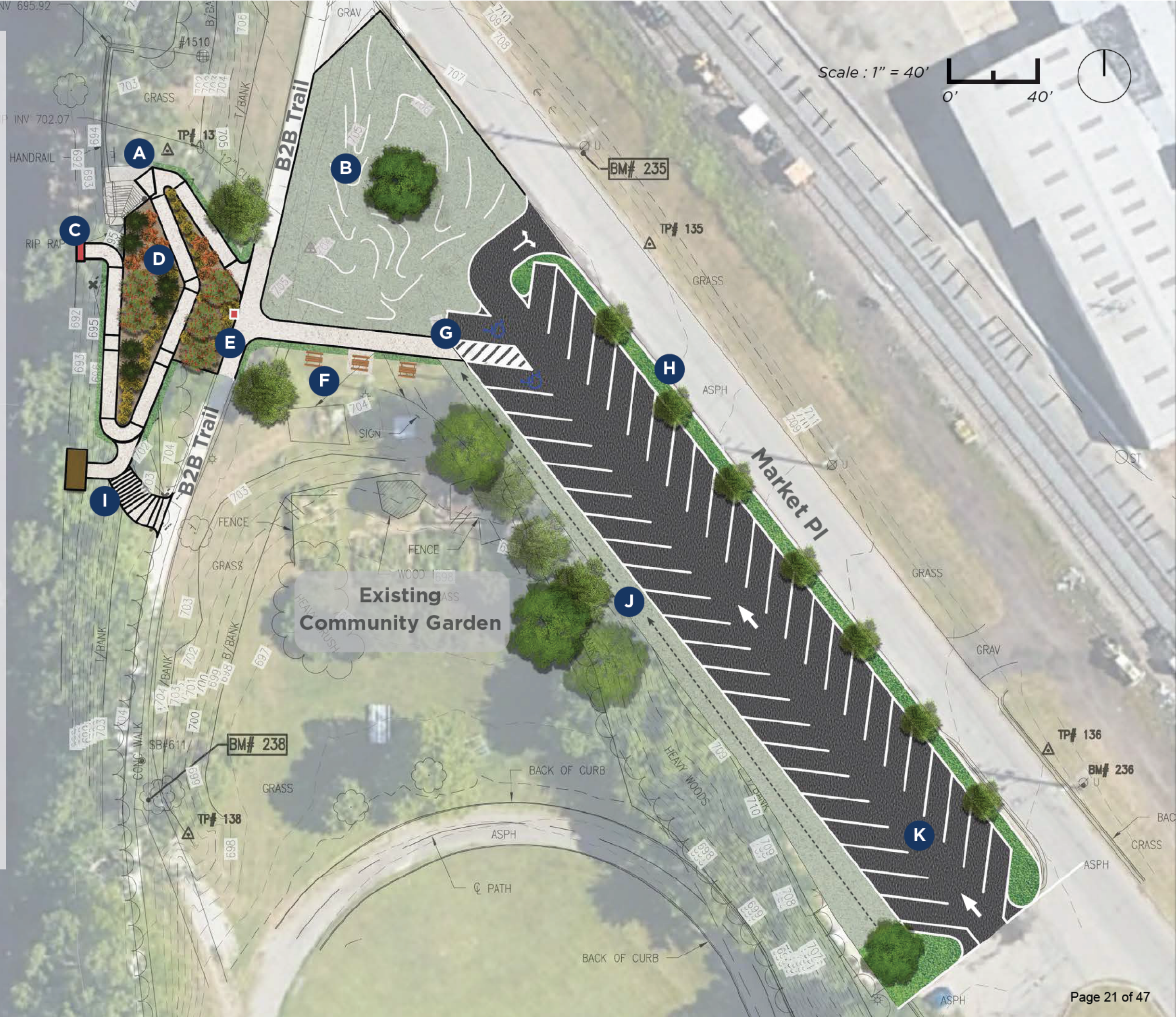
Andy French motioned to adjourn at 9:40am and Paul Ajlouny supported the motion. Motion passed - unanimous.

Frog Island Park

Conceptual Plan

12/21/2023

- A** Maintain existing stair access
- B** Maintain existing tree in bioretention space
- C** Existing launch space
- D** ADA compliant sloped walk to launch, with slope stabilizing landscaping
- E** Historical/interpretive sign
- F** Picnic tables
- G** Accessible parking & entry walkway
- H** Landscape island
- I** Fishing platform with stair access
- J** Vegetative swale/green infrastructure
- K** One way 45 degree angled parking, 47 spaces





OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Washtenaw County Brownfield Redevelopment Authority

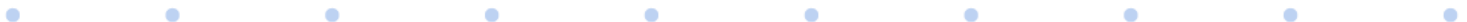
March 21, 2024

City of Ypsilanti Downtown Development Authority

Nathan Voght, AICP

Background

- County Board of Commissioners formed the Brownfield Authority in 1999 under Act 381, Brownfield Redevelopment Financing Act
- 23 Local Units of Government participate in County (regional) Authority
- City of Ypsilanti is a member
- Numerous City of Ypsilanti projects approved since 2008
- Thompson Block the only other TIF project in the DDA



Purpose of Brownfield Act

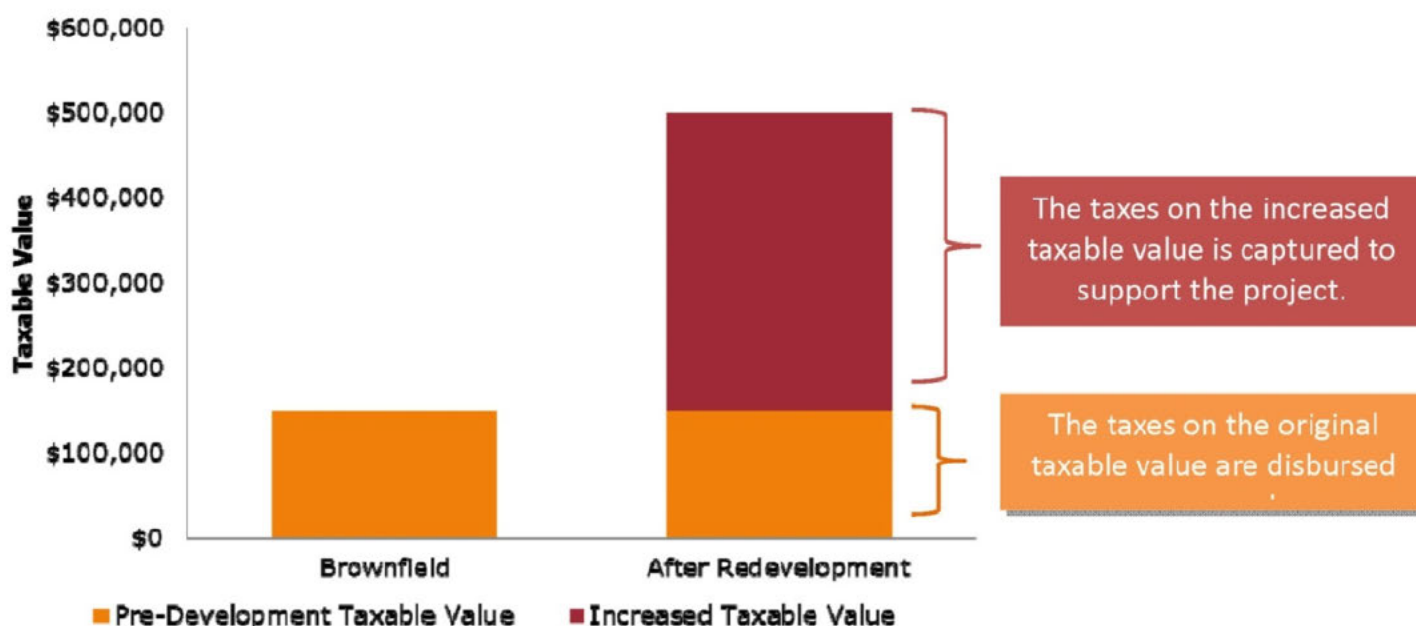
- “Level the playing field” between Greenfield sites and Brownfield sites by funding activities that directly address brownfield conditions
- Provide a financing mechanism (TIF) for extraordinary brownfield-related costs
- Encourage/facilitate “Infill” redevelopment of brownfield sites by directly addressing excess costs typical with urban infill (previously developed) sites, for Core Communities only - Cities of Ann Arbor and Ypsilanti
- **NEW: Support/Finance Affordable Housing Developments/units for families/individuals earning 120% AMI or less, and market rate developments**

Site Eligibility

- FACILITY: Any site that has confirmed contaminant the exceeds the Part 201 Criteria of the Natural Resources and Environmental Protection Act (Act 451, State of Michigan)
- FUNCTIONALLY OBSOLETE: The building no longer is adequate or suitable for its intended use (i.e. The Pearl)
- BLIGHTED: The site is an attractive nuisance and dangerous to the neighborhood
- HISTORIC: A site designated under a Local Historic Preservation Ordinance, OR designated on the National Register of Historic Places, as a contributing resource in a district, or the building, itself
- Transit Oriented Facility or Development: This eligibility has not been used, but is an opportunity
- **NEW: Housing Property (Defined broadly and may, or may not, include affordable housing)**

Primary Tool: Tax Increment Financing with a Brownfield Plan

- “Brownfield Plan” uses TIF to reimburse developer for Eligible Environmental and Non-Environmental activities (and now Affordable Housing subsidies, and/or certain activities supporting any housing development). Tax Increment Revenue is generated from the increase (incremental) taxes paid on the improved property.



Interlocal Agreement with DDA

- City of Ypsilanti DDA established first, so DDA is “first in line” for Tax Increment capture
- DDA may agree to forego capture during the Brownfield Plan to assist with reimbursement of Brownfield Costs
- Interlocal Agreement required between the DDA and County Brownfield Authority
- Once Brownfield costs are fully reimbursed, Interlocal Agreement expires and DDA realizes increase in tax capture
- DDA previously agreed to forego 95% of capture for Thompson Block in 2017



County Brownfield Incentives-Summary

1. Grants for Environmental Assessments/Due Diligence
 - Phase I Environmental Site Assessments (ESA) (records search)
 - Phase II ESA (Soil/vapor/groundwater testing)
 - Baseline Environmental Assessments (BEAs)
 - Public or non-profit-owned sites
 - Private sites
2. Grants/Loans for Environmental Clean-Up Activities
3. Tax Increment Financing to fund clean-up activities through a “Brownfield Plan”



Washtenaw County Brownfield Plan and Tax Increment Financing (TIF)

- Most common brownfield incentive
- Brownfield Plan includes list of eligible activities that will be financed using Tax Increment Financing
- All activities approved by Local Unit first (through approval of a Brownfield Plan), then by the State through submittal of an Act 381 Work Plan (see Env. and Non-Env. Costs, below)
- Increase in taxes generated after redevelopment are captured and reimbursed to the developer and then Brownfield Plan expires
- Only *actual* cost of brownfield activities is reimbursed
- Two Types of Brownfield Costs may be Financed Using TIF:
 - Environmental: Environmental investigations, building demolition over contaminated areas, soil remediation, Demolition, lead/asbestos mitigation (under certain circumstances), Vapor Mitigation Systems (State approval by EGLE)
 - Non-Environmental: Building demolition, asbestos/lead abatement, public infrastructure, public utilities, parking decks, rain gardens, streetscape improvements, special foundations to address soil concerns, site preparation (State approval by MEDC)

Core
Communities,
only!

Housing Development Activities (MSHDA Review Agency)

- Public Infrastructure and Necessary Safety Improvements
- Acquisition costs of blighted or obsolete rental units
- Demolition, renovation and site preparation
- Costs to relocate qualified households for up to a year

(NOTE: ALL of these activities are available, whether a "Core" community or not)



MSHDA Housing Amendment

- ✓ On July 18, 2023, legislation was signed to amend 1996 Public Act 381, the Brownfield Redevelopment Financing Act
- ✓ Gives MSHDA new review, oversight, and funding roles for Tax Increment Financing for housing development projects.
 - Project must serve 120% or less Area Median Income Households



MSHDA established acronym: Housing Tax Increment Financing (HTIF)

Eligible Property

“Housing Property” now qualifies as “eligible property” under Act 381



Housing property" means 1 or more of the following:

- (i) A property in which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designed to be used as a dwelling.
- (ii) One or more units of residential housing proposed to be constructed or rehabilitated and located in a mixed-use project.

MSHDA Housing TIF Procedures (Same as BF Plans)

- ✓ **LUGs** must hold a public hearing before approving a brownfield plan and notify MSHDA at least 10 days before the hearing
 - 30 days notice for combined plans
- ✓ Reimbursement agreement must include a summary of the BRA's proposed income and price monitoring responsibilities and related expense
 - Cost to implement is an eligible expense – increased from \$30,000 to \$50,000
 - MSHDA expectations on this need to be verified
- ✓ **Work Plan Submittal: MSHDA** has 60 days to review and make recommendation (approval, conditional approval, denial)
- ✓ **BRA Reporting to MSHDA** will have to include
 - The number of housing units produced.
 - The number of income qualified purchaser households served.
 - The number of income qualified renting households served.
 - For the initial reporting period only, the prices at which the units were sold or rented.
- ✓ **State Brownfield Fund** will apply under housing development plans

Updates from MSHDA will be posted on their website:

[illegible]

Brownfield TIF Approval Process

- Brownfield Plan jointly developed between City, County Brownfield Authority and Developer
- City Council approves Brownfield Plan
- DDA considers Interlocal Agreement to forego Tax Increment capture for duration of Plan
- County Brownfield Authority approves Plan
- County Board of Commissioners Adopts Plan
- Act 381 Work Plan is developed, approved by Brownfield Authority and submitted to EGLE and MEDC to secure capture of school millages.



Current Points of Discussion at Local Level

- What AMI level is appropriate to support? (60% AMI may result in too much subsidy required given available capture, depending on jurisdiction)
- The MSHDA formula is a guide, and statewide, and not a good fit for Washtenaw County market
- MSHDA requires affordability period to be at least as long as the TIF reimbursement period, but should it be longer?
- How will annual tenant eligibility and income monitoring be performed and reported to the Authority?
- Potential use of Infrastructure and Site Preparation and other "Non-Environmental" activities could be a significant tool for non-Core Communities (i.e. any community except Cities of Ann Arbor and Ypsilanti).
- Amendments allow Infrastructure, Site Preparation, Demolition, etc. activities for market rate housing developments. The intent appears to support the increase in supply of new housing. A financial gap must still be demonstrated. In today's construction conditions (high interest and construction costs), this tool may be useful.



Nathan Voght
Economic Development Specialist
Washtenaw County Brownfield Redevelopment Authority
Washtenaw County Office of Community and Economic Development
voghtn@washtenaw.org
734-660-1061



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future





March 14, 2024

Ypsilanti Downtown Development Association Ypsilanti, MI

Dear Ypsilanti Downtown Development Association,

On behalf of First Fridays Ypsilanti, we extend our heartfelt gratitude for your unwavering support and partnership in fostering our vibrant art and culture walk within the community. With your continued support, we have been able to continue making significant contributions to the cultural landscape of Ypsilanti.

As we reflect on the past year, we recognize that while it was not a year of exponential growth, First Fridays Ypsilanti held steady, maintaining its position as a cornerstone event within our city. With the steadfast support of partners like the Ypsilanti Downtown Development Association, we were able to sustain our impact, hosting 207 individual events and 2 vibrant street fairs across 39 venues.

Looking forward to the year ahead, we are eager to explore new avenues to increase engagement citywide and enhance our marketing reach. To this end, we are excited to announce the launch of a digital billboard and bus ad campaign, which we believe will significantly amplify our visibility and attract an even broader audience to our events. These marketing efforts, made possible through your continued support, represent a crucial step towards realizing our shared vision of fostering a vibrant and inclusive cultural community in Ypsilanti.

We are deeply grateful for the ongoing commitment and investment of the Ypsilanti Downtown Development Association in our mission. Your support has been instrumental in sustaining and growing First Fridays Ypsilanti over the years, and we are honored to continue our partnership as we work together to nurture the creative spirit of our city.

As we embark on this new chapter, we are excited to collaborate closely with you to maximize the impact of our marketing initiatives and further elevate the cultural landscape of Ypsilanti. Together, we can continue to create meaningful experiences, support local artists and businesses, and strengthen the bonds within our community.

Warm regards,

Malissa Gillett President First



Fridays Ypsilanti

**YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY
DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of April, 2024 (“Effective Date”), by and between the Ypsilanti Downtown Development Authority, a public body corporate, whose address is 1 S. Huron St. Ypsilanti, Michigan 48197, hereinafter referred to as “DDA” and Elize Jakobson, whose address is [REDACTED], 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 Executive DDA Director of and for the DDA until April 1, 2027.

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. They are 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.

- a. The DDA shall pay Employee an annual salary of Ninety Thousand Dollars and Zero Cents (\$90,000.00) for their 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. The salary shall be paid through the City of Ypsilanti payroll system.
- 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 March 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 and resolve 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 one month’ salary for each year (starting April 1st) employed with the Ypsilanti DDA, up to one year; 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. *(This section under review by Attorney)*

- 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. Employee benefits shall be paid by the DDA through the Intergovernmental Agreement with the City of Ypsilanti.

Section 7. Cellular Telephone.

- a. Fixed monthly stipend of \$40. This aligns with the City of Ypsilanti's mobile stipend.

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 Chairperson when they use PTO.
- ii. Employee is entitled to take up to two consecutive weeks (10 working days) of paid vacation leave if needed, subject to prior approval by the DDA Chairperson.

Section 9. Other Benefits.

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. Such approval shall not be unreasonably withheld. Nor will Employee invest in any real estate or real property improvements within the DDA District without the prior approval of the Board. Such approval shall not be unreasonably withheld.

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 **April 1, 2027**.
- b. Subject to the terms and conditions contained within this Agreement, this Agreement will terminate on April 1, 2027 , 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.

- 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.

- a. 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. Remote work shall be permitted when reasonable.

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

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