

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY MEETING AGENDA
Monday, May 2, 2011 12:00 noon
DDA Offices, 150 S. Fifth Avenue, Ann Arbor, MI 48104

1. Roll Call
Gary Boren, Newcombe Clark, Russ Collins, Bob Guenzel, Leah Gunn, Roger Hewitt, John Hieftje, Joan Lowenstein, John Mouat, Keith Orr, Sandi Smith, John Splitt
2. Audience Participation (4 people maximum, 4 minutes each)
3. Reports from City Boards and Commissions
4. Status of Taskforce Efforts with DDA Membership
 - Committee to Discuss a Mutually Beneficial Agreement with the City
5. Approval of Minutes
 - April 6, 2011
6. Subcommittee Reports
 - a. Bricks & Money Committee – Roger Hewitt, John Splitt Co-Chairs
 - Third Quarter Financials
 - March 2011 Parking Revenues
 - Resolution to Approve a Parking Agreement with The City of Ann Arbor Until June 30, 2022 and amend the DDA approved 2011/2012 and 2012/2013 budgets
 - Status of S. Fifth Avenue parking structure construction
 - Next Committee meeting: Thursday, May 26 at 11am
 - b. Economic Development/Communication Committee
 - Presentation from Donna Shirilla, SPARK
 - DDA website improvements
 - Next Committee meeting: Wednesday, May 25 at 9am
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 - c. Partnerships Committee – Sandi Smith and Russ Collins, Co-Chairs
 - Energy Saving Grant Program
 - RFP's – David DiRita
 - Next Committee meeting: Wednesday, May 11 at 9am
 - d. Transportation Committee – John Mouat, Chair
 - DDA Boundary walk-a-bout
 - Next Committee meeting: Wednesday, May 11 at 11am
7. Other DDA business matters
8. Other Audience Participation (4 minutes each)
9. Adjournment

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY MEETING MINUTES
Wednesday, April 6, 2011
DDA Offices, 150 S. Fifth Avenue, Ann Arbor, MI 48104

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: DDA Vice-Chair Gary Boren called the meeting to order at 12:05 p.m.

1. ROLL CALL

Present: Gary Boren, Roger Hewitt, John Hieftje, Joan Lowenstein (via telephone), John Mouat, Keith Orr, Sandi Smith, John Splitt

Arrived Late: Newcombe Clark, Bob Guenzel

Absent: Russ Collins, Leah Gunn

Staff Present: Susan Pollay, Executive Director
Joe Morehouse, Deputy Director
Amber Miller, Planning & Research Specialist
Julie Uden, Management Assistant

Audience: Mark Lyons, Republic Parking System
Carlos Prieskorn, The Answer
James Randall, The Answer
Gus Sherwin, D/A Central, Inc.
Joe Maynard, Park Avenue Consultants, Inc.
Paul Ganz, DTE
Mike Witkowski, DTE
Peter Allen, Allen & Assoc.
Kyle Poplin, The Ann Magazine
Nancy Shore, getDowntown
Sabra Briere, City Council
Andrew Cluley, WEMU
Ray Detter, Downtown Area Citizens Advisory Council
Ryan Stanton, *Ann Arbor.com*
Dave Askins, *Ann Arbor Chronicle*

2. AUDIENCE PARTICIPATION

Paul Ganz and Mike Witkowski, DTE, presented information regarding a new \$10 million substation planned for Ann Arbor. Mr. Ganz noted that a new substation is needed to meet the increased demand for electricity. He said that DTE has been planning this for a few years, ensuring the new substation designs meet all required criteria and now they are ready to move forward.

Mr. Witkowski explained that the new substation would be located at Swift and Broadway Streets, and designed to serve the surrounding areas – including downtown. He stated that downtown is already being served by three substations, however new projects like Zaragon Place II and 601 S. Forest means that demand for electricity will continue to grow. The new substation will give DTE more flexibility and allow the jumping of circuits during outages, preventing brown outs.

Mr. Witkowski said DTE plans to break ground in the fall of 2011 and have the new substation online by 2013. He mentioned that they plan to go before the Ann Arbor City Planning Commission sometime next month. In regards to continued development downtown, he stated they would like to see developers approach DTE earlier in the development process to ensure adequate transformer placement and lead time. DTE has appreciated the cooperation of the DDA and would like to see this continue.

Ms. Smith asked if a developer has to share in the cost of upgrades of electrical services. Mr. Witkowski said yes – if they exceed the current load. He used Zaragon II as a development example that did not result in a payment due to the project being under the amount of additional load requirements.

Mr. Clark enters.

Nancy Shore, getDowntown, spoke of the Commuter Challenge that begins in May. She commented that it's a way that downtown businesses can encourage their employees to think about their commuting options.

Ms. Shore shared 3 reasons why she thinks the commuter challenge is important: (1) Location, Location, Location – we have a great downtown and it is an important part of Ann Arbor; (2) Jobs, Jobs, Jobs– we want employees to notice and support downtown shops because future jobs will be held by people who want to work in a downtown area where they can use public transportation; (3) Money, Money, Money – over 100 prizes are donated by downtown businesses, and there are a lot of different events associated with the challenge this year plus gas prices are high now.

Carlos Prieskorn and James Randall, The Answer, spoke of their new weight loss business and explained that they are expecting to hire more people soon.

3. REPORTS FROM CITY BOARDS AND COMMISSIONS

Downtown Area Citizens Advisory Council (CAC): Mr. Detter reported that the CAC was pleased to have Sabra Briere, First Ward City Council member, at their meeting and congratulated her for the excellent job that she and the Downtown Outreach Committee had done in regards to the recommended Panhandling Ordinance revision.

Mr. Detter commented that no tears were shed upon hearing that RFP process for the library lot had been terminated. He said the CAC supported the City Council's direction of asking the DDA to work toward a Master Plan for the Library Lot, the old YMCA Lot, the Palio Lot, and the Kline's Lot that will represent the Ann Arbor community's vision for the future of downtown.

Mr. Detter also reported that the City had inspected every residential unit in Courthouse Square and hopefully there will be some signs of improvement in the private management of that facility. He said the CAC will continue to encourage that direction any way they can.

Mr. Detter said the CAC has formed a committee to begin revising and updating the CAC's residential Handbook: A Field Guide to Living in Downtown Ann Arbor. He stated it is outdated as most of the information has changed in the past seven years when it was first printed thanks to the funds donated by the DDA. Mr. Detter said it is the committee's hope to bring the content of the booklet up to date and maintain it as a permanent part of the DDA website. The Field Guide is to

be used not only as a marketing tool to encourage new residents in the downtown, but to enhance their experience as downtown residents.

4. STATUS OF TASKFORCE EFFORTS WITH DDA MEMBERSHIP

Library Lot RFP Advisory Committee: Mr. Splitt reported that the committee met on March 8th and voted unanimously to proceed with the Letter of Intent for Valiant. However, he stated that as of the April 4, 2011 City Council Meeting, the RFP process for the Library Lot had been terminated - therefore the committee dissolved.

Mutually Beneficial Committee: Mr. Hewitt asked to delay the conversation until the end of the meeting due to the length of time it would take to discuss the material. Everyone was in agreement and discussion continued after all committees reported out.

Mr. Hewitt began with an overview of what has taken place during the Mutually Beneficial Committee (MBC) meetings and referred to the Monday City Council Meeting where a resolution involving the DDA in the planning and RFP process for vacant city owned lots had been introduced and he stated that it had been a major item of the MBC negotiations.

Mr. Hieftje said he was happy to see it pass and the amendment was a matter of prioritizing which parcels would get addressed first.

Mr. Clark asked if the DDA would be held harmless on cost. He asked for clarification regarding the smaller focus and why the specific area had been chosen.

Ms. Smith told him yes on cost and that narrowing the focus was a way of garnering council support. She stated that the city did not want the DDA planning for parcels that already had a process in place, mentioning 415 W. Washington as an example. She also said she felt that the smaller focus area contained the greatest opportunities for development.

Mr. Clark asked if there had been any consideration given to viability. He said that given the zoning, size, geometry, cost of construction, demand, and rents in the area of the Fourth and Catherine lot, that it might be the most viable lot with respect to the goal of adding property to the tax base. He then compared that with the Palio Lot, which is cramped, or the old Y Lot, where it might be difficult to reach an agreement on price. Mr. Clark asked if any thought was given to the opportunities of all 16 of the city-owned downtown parcels, beyond the political consideration. He said from what he understood the only difference between this proposal and the 3-Site Plan is that it includes 4 sites.

Mr. Clark asked if he could begin discussions in committee on parcels outside the specified area. Mr. Hieftje replied back that he would not be punished for suggesting opportunities outside the box. He said that the focus was comprehensive in nature.

Mr. Orr stated that he felt that this was the area that the DDA was focusing on anyway.

Mr. Splitt said he appreciated the narrower focus.

Mr. Hewitt continued discussions with the drafted parking agreement stating it is now very specific. He used the following as examples of the specificity: 1) Parking rates/hours can be set by the DDA. The city council would not have a veto, 2) The DDA will assist with directing parking enforcement

and policy issues through monthly meetings with City staff, and 3) The City will report information to the DDA, such as enforcement and street maintenance activity in the downtown. He stated that they should have the language worked out with the exception of money for the next meeting.

Mr. Hewitt then led into the 10 year plan, stating that it serves as a planning document and not a budget document. Mr. Hewitt presented 3 scenarios to the board for discussion in regards to the amount of parking revenue to transfer to the City. Of the proposed options, he asked for direction on which scenario for the MBC to take to council.

Ms. Smith stated that she was not in favor of the 16%-2yr and 17.5%-8 year option as she felt it did not leave much room if there was a major incident.

Mr. Hieftje said he thought they were grossly underestimating TIF growth and he was not concerned. He also said that the city is responsible for backing up the DDA and is ultimately responsible for the DDA debt.

Mr. Clark asked if the city would want more money prior to the contracts conclusion and what is to stop it from happening.

Mr. Mouat said Mr. Clark had a good point but from what he's seen, communication and dialog is better and that none of us can predict the future. He questioned the 10 year extension, stating that the 3 year term may not be long enough, but perhaps a 5 year term would be good for planning purposes.

Mr. Boren asked Mr. Hewitt if he had direction to take back to the MBC and what the process was to move forward. Mr. Hewitt said that both bodies need formal votes to pass the Agreement.

Mr. Clark asked Mr. Hewitt if enforcement was off the table and he replied yes it was.

Mr. Hieftje asked about a possible DDA board meeting schedule change and Ms. Pollay responded that there is talk about moving the May meeting from Wednesday to that Friday or another day to accommodate as many board members as possible.

Mr. Orr restated his mutual sacrifice comment and felt as though going with a percent does make the most sense. He also said he felt as though the 16% offer across the board for 10 years should be acceptable if it would work for the first two years.

Mr. Guenzel asked Ms. Smith to continue her discussion on comparing the options.

Ms. Smith referenced the fund balance and said the 16% for five years looked better than the 16% option for only 2 years. She stated concern with the deferred maintenance and said that scenario really does not allow parking to be used as an economic development tool. She pointed out the fund balance recovers more quickly under the 16% for 5 years scenario. Ms. Smith also commented that the discussions should be focused on parking revenue and TIF should be kept out of it.

Mr. Hewitt asked for a clear direction on what he should take back to the MBC.

Mr. Hieftje said he favored the 16% for the 2 years and 17.5 % for the following 8. Ms. Smith asked Mr. Hieftje to please elaborate on why the 16% 2 year option is what he preferred. He said the DDA is part of the city and should assist, the DDA revenue is up and the city revenue is down.

Mr. Clark asked why not make it a set amount as before versus a percent. Mr. Hewitt replied that a percent will make them feel like a partner and add to the long term viability of the contract.

Mr. Hewitt again asked for direction for the next MBC meeting and a straw poll was suggested. Mr. Hieftje said that Mr. Hewitt should be able to get direction from the board's conversation and that a straw poll was not needed.

Mr. Splitt and Mr. Mouat commented they'd support the 16% in the first five years and 17.5% in the remaining five years.

Mr. Guenzel said he felt that from his point of view the 16% for ten years already reflected a lot of movement by the DDA from its previous position of 14-14-15 but wanted to give Mr. Hewitt some flexibility during his discussions with the MBC.

Mr. Clark suggested getting more council members at the MBC and Mr. Hewitt said that the DDA has a great working relationship with those council members already attending MBC.

Mr. Splitt said it has been a long process but it is working.

Mr. Boren said there appeared to be at least a clear consensus that board members, with exception of the Mr. Hieftje, are not prepared to meet the city's request of a 16-16-17.5 scenario.

Mr. Hewitt said he would report what he heard at the next MBC.

5. MINUTES

Mr. Mouat moved and Mr. Hieftje seconded approval of the March 2, 2011 DDA meeting minutes.

A vote on the motion to approve the minutes showed:

AYES: Boren, Hewitt, Hieftje, Lowenstein, Mouat, Orr, Smith, Splitt

NAYS: None

Absent: Collins, Guenzel, Gunn

Abstain: Clark

The motion carried.

6. BRICKS AND MONEY COMMITTEE

Financial Statements February 2011: Mr. Hewitt reported no dramatic changes and that parking revenues were up approximately 3% compared to last year this time.

DDA Office Lease Renewal: Mr. Hewitt introduced the resolution to approve an office lease with Weinmann Block LLC. He explained that the DDA staff along with the Committee had explored other possible spaces to lease. Mr. Hewitt said that with the assistance of an outside broker they were able to negotiate a new lease with the current landlord, Weinmann Block LLC. He noted that the negotiations resulted in a lower rate per square foot and an option for an additional 5 years.

Mr. Hewitt stated they had the right under the terms of the new lease to sublet the space should there be a desire to move out of the space before the lease was up.

Mr. Boren held off voting for this resolution until Mr. Hieftje was able to rejoin the table. Upon returning, Mr. Hieftje stated that he had commented at the City Council meeting he would invite the DDA to consider moving into the newly renovated City Hall. He said that he understood the circumstances of passing this resolution and supported the 5 year lease given that the space at the City Hall is not ready for occupancy and the new terms gave options for subletting the space.

Mr. Hewitt moved and Ms. Smith seconded the following resolution:

RESOLUTION TO APPROVE AN OFFICE LEASE WITH WEINMANN BLOCK LLC

Whereas, The DDA has leased its current offices from Weinmann Block LLC at 150 S. Fifth Ave Suite 301 for the past 4 ½ years and the current lease expires on June 30, 2011;

Whereas, The DDA staff issued an RFP for Real Estate Brokerage Services in October, 2010 and hired the selected respondent;

Whereas, DDA staff and broker toured several other office spaces in proximity to City Hall and the DDA broker received rental quotes on behalf of the DDA so that an evaluation could be made;

Whereas, The DDA's Bricks and Money Committee recommends executing a lease with the DDA's current landlord, both because the lease terms are agreeable and because keeping the DDA office in its current location will minimize citizen confusion caused by moving to a new location;

RESOLVED, The DDA approves the lease with Weinmann Block LLC as recommended by its Bricks and Money Committee;

RESOLVED, The DDA Executive Director is authorized to sign the attached lease on behalf of the DDA.

A vote on the motion to approve the amended resolution showed:

AYES: Boren, Hewitt, Hieftje, Lowenstein, Mouat, Orr, Smith, Splitt

NAYS: None

Absent: Collins, Guenzel, Gunn

Abstain: Clark

The motion carried.

S. Fifth Avenue Underground Structure: Mr. Splitt reported on the 2 recent incidents at the construction site. He said that the Christman Company took immediate action to prevent similar occurrences and have been sending regular updates that indicate there is no immediate danger of other occurrences and that the site is structurally sound. Mr. Splitt stated that the earth retention designers, SME, and the installer of the system, Hardman, have been conducting daily inspections and have reviewed all shoring installation records. He also said the safety fence surrounding the site has been moved back an extra 10 feet as an added layer of protection for pedestrians in the area. Mr. Splitt said ground-penetrating radar is being used to determine if any other sinkholes exist, and if any are found extra grout would be inserted. He said preventative structural remediation has been underway just as an extra "belts and suspenders" approach to ensure no

further concerns arise. Mr. Splitt also reported that the Christman Company will be using swing stages to allow SME to get up close and visually inspect the entire length of each structural beam from top to bottom. He said the investigation will continue at least another week or until Christman is satisfied that the inspection is complete then they will allow workers back in the main area. Mr. Splitt stated work has continued on the east dog-leg with walls being poured and the ramp is complete.

7. ECONOMIC DEVELOPMENT/COMMUNICATION COMMITTEE

Mr. Orr reported that Donna Shirilla, Ann Arbor SPARK Director for Research and Business Information, spoke about her role with SPARK. She said that a key challenge in downtown is that businesses must move out if they grow beyond a certain size. Ms. Shirilla said parking is a consideration but there are not a lot of office choices once a company grows past a certain point. Many of the companies she works with want very much to be downtown, but this isn't always feasible. She said that in the past the State of Michigan used incentives to lure companies, but the future incentive program will likely look very different than it has previously. Ms. Shirilla offered to come back to the Committee next month with demographic data we can use to understand more about our target audience.

Mr. Orr said the committee had a great discussion on ways to create a marketing plan for downtown. He stated that the goal and overall message was to entice the locals to come downtown. Downtown has a lot of great things going on, and much of it is due to efforts by the DDA. He commented that the DDA needs to be less humble and take credit for the things they have done to make downtown more walkable, attractive, functional, and sustainable.

Mr. Orr said the committee pointed out great Downtown assets such as the best people watching in town, face-to-face interactions in a time of texting, unique retail ("we've got stuff!"), a plethora of unique events such as Festifools cultural opportunities such as the Michigan Theater, and the friendliness and acceptance, and diverse downtown neighborhoods. Mr. Orr also reported that we should not only celebrate downtown with new tools like a DDA annual report, but add to the DDA website with things like a backlog of Concentrate stories about downtown businesses or the Ann Arbor Convention & Visitors Bureau catalogue of stories written by travel writers about downtown and downtown businesses.

8. PARTNERSHIPS COMMITTEE

Energy Saving Grant Program: Ms. Smith reported that all Grant Program funds have either been expended or are fully obligated. She stated the program has been a tremendous success. The only glitches were the slow delivery of energy audits for some recipients. Auditors were fully vetted, but a couple fell behind in their work. Ms. Smith said Dave Konkle has reassigned work to other auditors, and has given strict performance deadlines. Ms. Smith said the DDA approved a budget of \$100K for the next fiscal year and the Committee began a discussion about how best to expend these funds. She said further discussion will continue at the next committee meeting.

Ms. Smith also reported that Amy Kuras, City Parks Planner, gave an overview of the 2011 Parks and Recreation Open Space Plan (PROS) and its recommendations for downtown open space with future assistance on facilitating a planning/implementation process to use City- owned properties within the DDA to meet community goals. During Ms. Kuras' discussion there was a clear understanding that downtown open space is used differently and has different challenges than it does in the more suburban areas of the city. The PROS Plan now includes an appreciation

for the non-City properties that function in park-like ways, including the Forest Street plaza behind the Galleria, the 9-acre Diag which is open to the public, and even the sidewalks streetscape which include seating, trees, and opportunities for people to gather. Ms. Smith stated Ms. Kuras agreed to help the Committee when it begins its work assembling information on all the downtown properties, as well as when they begin to meet with the public to elicit feedback on a development strategy so they can be sure to work in context of the PROS Plan.

Ms. Smith said David DaRita would be at the next committee meeting to discuss the RFP process and would be inviting several other downtown constituent's to take part in the conversation.

Mr. Hieftje commented on the energy program and feels as though Dave Konkle is the perfect person to blend into the PACE Program. He said Ann Arbor was the original city to work with the State and the mesh will be innovative.

Mr. Orr said maybe they should change what the grant scope would look like because the Pace would work with larger energy saving items. Ms. Smith said this whole process is exciting and felt as though even if the grants were small they would still be extremely meaningful.

Mr. Guenzel enters.

Mr. Hieftje stated that they have a 19.8% renewable municipal operations.

Mr. Splitt asked Ms. Smith to inform the board the about the resolution passing allowing the DDA to develop an implementation plan to redevelop downtown city-owned parcels and the changes that took place to shape it.

9. TRANSPORTATION COMMITTEE

Mr. Mouat reported that Jason McDowell from Scoot Around Town was present to assist the committee in their discussion in regards to Motorcycle/Moped Parking. Mr. McDowell brought with him several scooters and an electric bicycle. He walked the committee through their differences, what kinds of trips they are typically used for, and who his typical customers are. Mr. Mouat said that the information gathered assisted the committee in forming a seasonal on-street moped and motorcycle parking pilot program.

Mr. Mouat commented on the new, soon-to-be installed Farmer's Market Bike Hoops. He said there were funds set aside for a new on-street bike rack and fortunately they were able to work with a local metal-work company and have a damaged rack repaired instead of replaced. With the savings, staff is working with the Farmer's Market to install some fun fruit and vegetable bike hoops designed by the local firm.

Mr. Mouat said at the next committee meeting they will be exploring the DDA from a pedestrian perspective, paying particular attention to the edges. Using feedback from members of the community and direction from the City transportation engineers, the walk around will focus on some key locations for improvements. The committee will evaluate the conditions of sidewalks and bike throughways (obstructions, cracking, potholes, bus stops, lighting, etc). They will then use their findings to frame some projects that could fit within the committee's small budget.

10. OTHER DDA BUSINESS MATTERS

Mr. Hieftje stated that the Mayors Downtown Marketing Task Force would be restarting soon. He also commented on the 415 grant plan, that Borders consideration to move out of downtown Ann Arbor was not a done deal, as well as the termination of the Library Lot RFP.

11. OTHER AUDIENCE PARTICIPATION

None.

12. ADJOURNMENT

There being no other business, Mr. Hewitt moved and Mr. Orr seconded the motion to adjourn. Mr. Boren declared the meeting adjourned at 2:02 p.m.

Respectfully submitted,
Joe Morehouse, Deputy Director

DRAFT

**Ann Arbor Downtown Development Authority
Financial Report and End of Year Projection Summary
As of March 31, 2011, End of the Third Quarter
(Unaudited)**

TIF	<u>Y-T-D</u>	<u>Budget Y-T-D</u>	<u>Anticipated at Year End</u>	<u>Budget Year End</u>	<u>Y/E Anticipated Over budget (Under budget)</u>	<u>Amount</u>	<u>% Difference</u>	<u>Reasons</u>
Income	\$3,709,486	\$3,901,075	\$3,721,486	\$3,935,790	Under budget	(\$214,304)	(5.76%)	
Operating Expenses	\$2,153,797	\$2,440,794	\$2,999,456	\$3,370,822	Under budget	(\$371,366)	(12.38%)	Prof. Svcs & Gen. Maint underspent
Capital Expenses	\$86,017	\$1,515,565	\$172,034	\$2,020,753	Under budget	(\$1,848,719)	(1074.62%)	Reimb from State and Bond fund up to date
Net Expenses	\$2,239,814	\$3,956,359	\$3,171,490	\$5,391,575	Under budget	(\$2,220,085)	(70.00%)	
Net Excess of Revenue Over Expenditures	\$1,469,672	(\$55,284)	\$549,996	(\$1,455,785)	Over budget	\$2,005,781		
Parking	<u>Y-T-D</u>	<u>Budget Y-T-D</u>	<u>Anticipated at Year End</u>	<u>Budgeted Year End</u>	<u>Y/E Anticipated Over budget (Under budget)</u>	<u>Difference</u>	<u>% Difference</u>	<u>Reasons</u>
Income	\$11,339,353	\$11,999,937	\$15,119,137	\$15,999,916	Under budget	(\$880,779)	(5.83%)	
Operating Expenses	\$8,707,499	\$8,982,634	\$11,668,682	\$11,082,267	Over budget	\$586,415	5.03%	
Direct Parking Expenses	\$5,981,205	\$7,188,898	\$8,641,607	\$8,874,199	Under budget	(\$232,592)	(2.69%)	
Net Expenses	\$14,688,704	\$16,171,532	\$20,310,289	\$19,956,466	Over budget	\$353,823	1.74%	
Net Excess of Revenue Over Expenditures	(\$3,349,351)	(\$4,171,595)	(\$5,191,151)	(\$3,956,550)	Under budget	(\$1,234,601)		
Parking Maint. Fund	<u>Y-T-D</u>	<u>Budget Y-T-D</u>	<u>Anticipated at Year End</u>	<u>Budgeted Year End</u>	<u>Y/E Anticipated Over budget (Under budget)</u>	<u>Difference</u>	<u>% Difference</u>	<u>Reasons</u>
Income	\$2,096,106	\$2,138,597	\$2,096,206	\$2,153,595	Under budget	(\$57,389)	(2.74%)	
Maintenance Expenses	\$360,965	\$1,999,635	\$610,965	\$2,666,180	Under budget	(\$2,055,215)	(336.39%)	Revised for New Carl Walker Estimates
Net Excess of Revenue Over Expenditures	\$1,735,141	\$138,962	\$1,485,241	(\$512,585)	Over budget	\$1,997,826		
Housing	<u>Y-T-D</u>	<u>Budget Y-T-D</u>	<u>Anticipated at Year End</u>	<u>Budgeted Year End</u>	<u>Y/E Anticipated Over budget (Under budget)</u>	<u>Difference</u>	<u>% Difference</u>	<u>Reasons</u>
Income	\$100,589	\$120,705	\$102,589	\$127,606	Under budget	(\$25,017)	(24.39%)	Interest Rates
Operating Expenses	\$426,515	\$428,800	\$430,000	\$430,050	Under budget	(\$50)	(0.01%)	
Net Excess of Revenue Over Expenditures	(\$325,926)	(\$308,095)	(\$327,411)	(\$302,444)	Under budget	(\$24,967)		

Ann Arbor DDA Graph of Actual to Y/E Budget

3rd Qtr FY 2011

Millions

\$0 \$2 \$4 \$6 \$8 \$10 \$12 \$14 \$16 \$18



Comments

-
- Majority of TIF Paid after Summer Taxes
-
- Profession Sevices unspent and Bond Payment Timing
-
- Reimb from State, Reimb from bond fund up to date
-
-
-
-
-
- \$2.093M transfer finished
-
- Bond fund billing up to date, summer construct to be scaled back.
-
-
- \$100K Transfer done
-
- All budget grants paid
-

Ann Arbor Downtown Development Authority

TIF Fund Balance Sheet

3rd Qtr FY 2011

		<u>Actual</u>
Assets		
	Cash	\$52,453
	Investments	\$4,520,678
	Interfund Receivables	\$3,544,427
	Total Assets	<u>\$8,117,558</u>
Liabilities and Equity		
Liabilities		
	Accounts Payable	<u>\$665,849</u>
	Total Liabilities	<u>\$665,849</u>
Equity		
	Current Years Fund Balance	\$1,469,672
	Prior Years Fund Balance	\$5,982,037
	Total Equity	<u>\$7,451,709</u>
	Total Liabilities and Equity	<u>\$8,117,558</u>

Ann Arbor Downtown Development Authority

TIF Fund Income Statement

For the Period Ending March 31, 2011

Actual	Budget	Difference	%		Y-T-D Act.	Y-T-D Bud.	Diff.	%	Total Budget
REVENUES									
\$168,400	\$0	\$168,400	0.00%	Tax Revenue	\$3,691,584	\$3,796,929	(\$105,345)	(2.77%)	\$3,796,929
\$11,524	\$27,215	(\$15,692)	(57.66%)	Interest Income	\$4,757	\$81,646	(\$76,889)	(94.17%)	\$108,861
\$0	\$7,500	(\$7,500)	(100.00%)	Miscellaneous Income	\$13,145	\$22,500	(\$9,355)	(41.58%)	\$30,000
\$179,924	\$34,715	\$145,209	418.28%	Total Revenues	\$3,709,486	\$3,901,075	(\$191,589)	(4.91%)	\$3,935,790
EXPENSES									
\$49,182	\$24,666	(\$24,516)	99.39%	Permanent Salaries	\$97,709	\$73,998	(\$23,711)	32.04%	\$98,664
\$0	\$10,301	\$10,301	(100.00%)	Temporary Salaries	\$11,919	\$30,904	\$18,984	(61.43%)	\$41,205
\$22,501	\$14,313	(\$8,188)	57.21%	Employee Fringe Benefits	\$50,693	\$42,938	(\$7,755)	18.06%	\$57,251
\$30,109	\$37,625	\$7,517	(19.98%)	Administrative Expenses	\$83,890	\$114,125	\$30,235	(26.49%)	\$151,750
\$12,074	\$31,250	\$19,176	(61.36%)	Professional Services	\$15,563	\$93,749	\$78,186	(83.40%)	\$125,000
\$0	\$12,500	\$12,500	(100.00%)	Insurance	\$13,816	\$50,000	\$36,184	(72.37%)	\$50,000
\$1,917	\$0	(\$1,917)	0.00%	General Maintenance Expenses	\$79,292	\$105,000	\$25,708	(24.48%)	\$130,000
\$46,519	\$62,500	\$15,981	(25.57%)	Grants	\$784,902	\$796,108	\$11,206	(1.41%)	\$1,065,608
(\$61,446)	\$505,188	\$566,634	(112.16%)	Capital Costs	\$86,017	\$1,515,565	\$1,429,548	(94.32%)	\$2,020,753
\$635,325	\$635,200	(\$125)	0.02%	Bond Payments	\$1,016,013	\$1,133,972	\$117,959	(10.40%)	\$1,651,344
\$736,181	\$1,333,543	\$597,362	(44.80%)	Total	\$2,239,814	\$3,956,359	\$1,716,545	(43.39%)	\$5,391,575
(\$556,257)	(\$1,298,828)	\$742,571	(57.17%)	NET SURPLUS/(DEFICIT)	\$1,469,672	(\$55,284)	\$1,524,956	(2758.41%)	(\$1,455,785)

Ann Arbor Downtown Development Authority

Housing Fund Balance Sheet

3rd Quarter FY 2011

	<u>Actual</u>
Assets	
Investments	\$1,061,940
Total Assets	<u>\$1,061,940</u>
Liabilities and Equity	
Liabilities	
Interfund Payables	\$524
Total Liabilities	<u>\$524</u>
Equity	
Current Years Fund Balance	(\$325,927)
Prior Years Fund Balance	<u>\$1,387,343</u>
Total Equity	<u>\$1,061,416</u>
Total Liabilities and Equity	<u>\$1,061,940</u>

Ann Arbor Downtown Development Authority

Housing Fund Income Statement

For the Quarter Ending March 31, 2011

Actual	Budget	Difference	%		Y-T-D Act.	Y-T-D Bud.	Diff.	%	Total Budget
REVENUES									
\$2,335	\$6,902	(\$4,567)	(66.17%)	Interest Income	\$589	\$20,705	(\$20,116)	(97.16%)	\$27,606
\$0	\$0	\$0	0.00%	Transfers from Other Funds	\$100,000	\$100,000	\$0	0.00%	\$100,000
\$2,335	\$6,902	(\$4,567)	(66.17%)	Total Revenues	\$100,589	\$120,705	(\$20,116)	(16.67%)	\$127,606
EXPENSES									
\$524	\$625	\$101	(16.22%)	Administrative Expenses	\$1,465	\$1,875	\$410	(21.85%)	\$2,500
\$0	\$625	\$625	(100.00%)	Professional Services	\$0	\$1,875	\$1,875	(100.00%)	\$2,500
\$0	\$0	\$0	0.00%	Grants	\$425,050	\$425,050	\$0	0.00%	\$425,050
\$524	\$1,250	\$726	(58.11%)	Total	\$426,515	\$428,800	\$2,285	(0.53%)	\$430,050
\$1,811	\$5,652	(\$3,841)	(67.96%)	NET SURPLUS/(DEFICIT)	(\$325,927)	(\$308,095)	(\$17,831)	5.79%	(\$302,444)

Ann Arbor Downtown Development Authority

Parking Fund Balance Sheet

3rd Quarter FY 2011

	<u>Actual</u>
Assets	
Cash	\$151,763
Investments	\$1,026,680
Accounts Receivable	\$1,982,472
Total Assets	<u><u>\$3,160,915</u></u>
Liabilities and Equity	
Liabilities	
Accounts Payable	\$210,174
Interfund Payables	<u>\$5,420,217</u>
Total Liabilities	<u><u>\$5,630,391</u></u>
Equity	
Current Years Fund Balance	(\$3,349,351)
Prior Years Fund Balance	<u>\$879,876</u>
Total Equity	<u><u>(\$2,469,475)</u></u>
Total Liabilities and Equity	<u><u>\$3,160,916</u></u>

Ann Arbor Downtown Development Authority

Parking Fund Income Statement

For the Quarter Ending March 31, 2011

Actual	Budget	Difference	%		Y-T-D Act.	Y-T-D Bud.	Diff.	%	Total Budget
REVENUES									
\$28,601	\$33,900	(\$5,299)	(15.63%)	1st & Washington Parking Revenue	\$89,315	\$101,701	(\$12,386)	(12.18%)	\$135,601
\$567,811	\$590,150	(\$22,340)	(3.79%)	Maynard Parking Revenue	\$1,639,692	\$1,770,451	(\$130,759)	(7.39%)	\$2,360,601
\$208,022	\$196,123	\$11,899	6.07%	4th & Washington Parking Revenue	\$624,518	\$588,369	\$36,149	6.14%	\$784,492
\$324,191	\$421,490	(\$97,298)	(23.08%)	Forest Avenue Parking Revenue	\$994,923	\$1,264,469	(\$269,545)	(21.32%)	\$1,685,958
\$544,878	\$566,505	(\$21,626)	(3.82%)	4th & William Parking Revenue	\$1,691,201	\$1,699,513	(\$8,312)	(0.49%)	\$2,266,018
\$310,757	\$365,272	(\$54,514)	(14.92%)	Liberty Square Parking Revenue	\$1,057,849	\$1,095,815	(\$37,967)	(3.46%)	\$1,461,087
\$395,415	\$423,134	(\$27,719)	(6.55%)	Ann Ashley Parking Revenue	\$1,216,676	\$1,269,403	(\$52,727)	(4.15%)	\$1,692,537
\$135,249	\$127,952	\$7,297	5.70%	Kline Lot Parking Revenue	\$402,491	\$383,856	\$18,635	4.85%	\$511,808
\$181,265	\$180,895	\$369	0.20%	1st & Huron Parking Revenue	\$550,655	\$542,686	\$7,969	1.47%	\$723,581
\$26,209	\$34,188	(\$7,979)	(23.34%)	5th & Huron Parking Revenue	\$81,939	\$102,562	(\$20,623)	(20.11%)	\$136,750
\$30,108	\$32,409	(\$2,301)	(7.10%)	1st & William Parking Revenue	\$91,895	\$97,226	(\$5,331)	(5.48%)	\$129,635
\$4,870	\$11,540	(\$6,670)	(57.80%)	Fingerle Lot	\$14,032	\$34,620	(\$20,588)	(59.47%)	\$46,160
\$41,503	\$20,000	\$21,503	107.51%	415 W. Washington	\$122,519	\$60,000	\$62,519	104.20%	\$80,000
\$58,642	\$50,000	\$8,642	17.28%	Fifth & William	\$193,700	\$150,000	\$43,700	29.13%	\$200,000
\$697,235	\$796,422	(\$99,187)	(12.45%)	Parking Meter Revenue	\$2,203,280	\$2,389,266	(\$185,986)	(7.78%)	\$3,185,688
\$111,315	\$150,000	(\$38,685)	(25.79%)	Meter Bag Revenue	\$360,475	\$450,000	(\$89,525)	(19.89%)	\$600,000
\$1,841	\$0	\$1,841	0.00%	Interest Earned	\$4,193	\$0	\$4,193	0.00%	\$0
\$3,667,912	\$3,999,979	(\$332,067)	(8.30%)	Total Revenues	\$11,339,353	\$11,999,937	(\$660,584)	(5.50%)	\$15,999,916
EXPENSES									
\$36,952	\$35,540	(\$1,412)	3.97%	Permanent Salaries	\$102,207	\$106,621	\$4,414	(4.14%)	\$142,161
\$0	\$5,000	\$5,000	(100.00%)	Temporary Salaries	\$11,919	\$15,000	\$3,081	(20.54%)	\$20,000
\$20,324	\$19,365	(\$959)	4.95%	Employee Fringe Benefits	\$54,395	\$58,096	\$3,701	(6.37%)	\$77,461
\$60,010	\$45,425	(\$14,585)	32.11%	Administrative Expenses	\$167,605	\$133,275	(\$34,330)	25.76%	\$177,200
\$11,126	\$21,250	\$10,124	(47.64%)	Professional Services	\$29,929	\$63,750	\$33,821	(53.05%)	\$85,000
\$7,762	\$15,000	\$7,238	(48.25%)	Insurance	\$37,552	\$45,000	\$7,448	(16.55%)	\$60,000
\$1,486,486	\$1,740,299	\$253,813	(14.58%)	Direct Parking Expenses	\$5,981,205	\$7,188,898	\$1,207,692	(16.80%)	\$8,874,199
\$99,008	\$90,121	(\$8,887)	9.86%	Utilities	\$233,414	\$270,362	\$36,948	(13.67%)	\$360,483
\$0	\$0	\$0	0.00%	Facility Maintenance Expenses	\$35	\$0	(\$35)	0.00%	\$0
\$402,942	\$148,918	(\$254,024)	170.58%	Grants	\$2,548,471	\$2,540,359	(\$8,112)	0.32%	\$2,689,277
\$841,093	\$699,127	(\$141,966)	20.31%	Capital Costs	\$2,060,351	\$2,097,380	\$37,029	(1.77%)	\$2,796,507
\$1,958,826	\$1,746,030	(\$212,796)	12.19%	Bond Payments	\$3,461,621	\$3,652,792	\$191,171	(5.23%)	\$4,674,178
\$4,924,530	\$4,566,075	(\$358,454)	7.85%	Total	\$14,688,704	\$16,171,532	\$1,482,828	(9.17%)	\$19,956,466
(\$1,256,617)	(\$566,096)	(\$690,521)	121.98%	NET SURPLUS/(DEFICIT)	(\$3,349,351)	(\$4,171,595)	\$822,244	(19.71%)	(\$3,956,550)

Ann Arbor Downtown Development Authority

Parking Maintenance Fund Balance Sheet

3rd Quarter FY 2011

	<u>Actual</u>
Assets	
Investments	\$2,400,276
Interfund Receivables	\$1,876,314
Total Assets	<u>\$4,276,590</u>
Liabilities and Equity	
Equity	
Current Years Fund Balance	\$1,735,141
Prior Years Fund Balance	<u>\$2,541,449</u>
Total Equity	<u>\$4,276,590</u>
Total Liabilities and Equity	<u>\$4,276,590</u>

Ann Arbor Downtown Development Authority
Parking Maintenance Fund Income Statement

For the Quarter Ending March 31, 2011

<u>Actual</u>	<u>Budget</u>	<u>Difference</u>	<u>%</u>		<u>Y-T-D Act.</u>	<u>Y-T-D Bud.</u>	<u>Diff.</u>	<u>%</u>	<u>Total Budget</u>
REVENUES									
\$24	\$14,998	(\$14,974)	(99.84%)	Interest Income	\$2,501	\$44,992	(\$42,491)	(94.44%)	\$59,990
\$0	\$0	\$0	0.00%	Transfers from Other Funds	\$2,093,605	\$2,093,605	\$0	0.00%	\$2,093,605
\$24	\$14,998	(\$14,974)	(99.84%)	Total Revenues	\$2,096,106	\$2,138,597	(\$42,491)	(1.99%)	\$2,153,595
EXPENSES									
\$0	\$0	\$0	0.00%	Administrative Expenses	\$574	\$0	(\$574)	0.00%	\$0
\$5,755	\$25,000	\$19,245	(76.98%)	Professional Services	\$27,165	\$75,000	\$47,835	(63.78%)	\$100,000
\$39,138	\$56,545	\$17,407	(30.79%)	General Maintenance Expenses	\$126,975	\$169,635	\$42,660	(25.15%)	\$226,180
\$11,729	\$585,000	\$573,271	(98.00%)	Capital Costs	\$206,251	\$1,755,000	\$1,548,749	(88.25%)	\$2,340,000
\$56,622	\$666,545	\$609,923	(91.51%)	Total Expenses	\$360,965	\$1,999,635	\$1,638,670	(81.95%)	\$2,666,180
(\$56,598)	(\$651,548)	\$594,949	(91.31%)	NET SURPLUS/(DEFICIT)	\$1,735,141	\$138,963	\$1,596,178	1148.64%	(\$512,585)

ParkComp

Ann Arbor Downtown Development Authority
Gross Revenues/ Hourly Patrons
3rd Quarter Fiscal Year, 2011 & 3rd Quarter, Fiscal Year 2010

	3rd Quarter <u>2011</u>		3rd Quarter <u>2010</u>		Increase (Decrease)		% Increase (Decrease)	
	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons
Revenues:								
Washington/First	\$28,601	3,614	\$28,167	4,379	\$434	(765)	1.54%	(17.47%)
Maynard	\$567,811	137,803	\$522,310	128,910	\$45,501	8,893	8.71%	6.90%
Washington/Fourth	\$208,042	69,465	\$186,151	59,884	\$21,892	9,581	11.76%	16.00%
Forest	\$324,191	71,229	\$304,915	65,650	\$19,276	5,579	6.32%	8.50%
Fourth/William	\$544,878	66,564	\$517,422	60,876	\$27,456	5,688	5.31%	9.34%
Liberty Square	\$310,757	20,630	\$339,864	16,629	(\$29,107)	4,001	(8.56%)	24.06%
Ann/Ashley	\$395,415	32,047	\$378,518	30,463	\$16,897	1,584	4.46%	5.20%
Kline Lot	\$135,249	41,859	\$122,760	40,185	\$12,489	1,674	10.17%	4.17%
Huron/Ashley/First	\$181,265	66,601	\$163,550	61,707	\$17,714	4,894	10.83%	7.93%
Fifth & Huron	\$30,295		\$28,350		\$1,945		6.86%	
First & Williams	\$30,108		\$29,085		\$1,023		3.52%	
Fingerle Lot	\$4,870		\$5,670		(\$800)		(14.11%)	
415 W Washington	\$41,503	6,797	\$41,213	6,115	\$290	682	0.70%	11.15%
Fifth & Williams	\$58,642	22,949	\$73,943	25,376	(\$15,301)	(2,427)	(20.69%)	(9.56%)
Palio Lot	\$9,918		\$9,642		\$276		2.86%	
Broadway Bridge	\$350		\$256		\$94		36.81%	
Main & Ann	\$16,788		\$18,827		(\$2,039)		(10.83%)	
Farmers Market	\$2,624		\$1,301		\$1,324		101.73%	
City Hall	\$63		\$991		(\$928)		(93.68%)	
Fourth & Catherine	\$16,880		\$16,646		\$234		1.41%	
Meters	\$656,478		\$651,259		\$5,218		0.80%	
Meter Bags	\$105,255		\$111,960		(\$6,705)		(5.99%)	
Total Revenues	\$3,669,982	539,558	\$3,552,799	500,174	\$117,183	39,384	3.30%	7.87%

Number of Business Days	2011	76
	2010	76

Number of Weekend Days (F & S)	2011	25
	2010	24

Ann Arbor Downtown Development Authority
Gross Revenues/ Hourly Patrons
9 Months Ending 3/31/11 & 9 Months Ending 3/31/10

	1st 3 Quarters 2011		1st 3 Quarters 2010		Increase (Decrease)		% Increase (Decrease)	
	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons
Revenues:								
Washington/First	\$89,315	11,967	\$91,637	13,367	(\$2,322)	(1,400)	(2.53%)	(10.47%)
Maynard	\$1,638,092	415,858	\$1,647,751	404,602	(\$9,660)	11,256	(0.59%)	2.78%
Washington/Fourth	\$624,538	201,945	\$542,999	181,427	\$81,539	20,518	15.02%	11.31%
Forest	\$994,923	207,240	\$943,683	205,336	\$51,241	1,904	5.43%	0.93%
Fourth/William	\$1,689,339	205,157	\$1,602,997	193,155	\$86,342	12,002	5.39%	6.21%
Liberty Square	\$1,057,849	57,691	\$956,919	46,154	\$100,930	11,537	10.55%	25.00%
Ann/Ashley	\$1,216,676	99,273	\$1,172,566	98,668	\$44,110	605	3.76%	0.61%
Fifth Avenue (Library)	\$0	0	\$128,750	56,873	(\$128,750)	(56,873)	(100.00%)	(100.00%)
Kline Lot	\$402,491	130,544	\$373,329	123,564	\$29,162	6,980	7.81%	5.65%
Huron/Ashley/First	\$550,655	195,043	\$502,982	191,645	\$47,673	3,398	9.48%	1.77%
Fifth & Huron	\$86,025		\$86,030		(\$5)		(0.01%)	
First & Williams	\$91,895		\$125,800		(\$33,905)		(26.95%)	
Fingerle Lot	\$14,032		\$26,823		(\$12,791)		(47.69%)	
415 W Washington	\$176,561	56,660	\$153,659	48,372	\$22,902	8,288	14.90%	17.13%
Fifth & Williams	\$139,658	34,519	\$149,778	37,645	(\$10,120)	(3,126)	(6.76%)	(8.30%)
Palio Lot	\$29,050		\$29,097		(\$47)		(0.16%)	
Broadway Bridge	\$1,357		\$1,627		(\$270)		(16.59%)	
Main & Ann	\$56,218		\$52,674		\$3,545		6.73%	
Farmers Market	\$6,068		\$4,281		\$1,787		41.75%	
City Hall	\$543		\$2,865		(\$2,322)		(81.04%)	
Fourth & Catherine	\$60,365		\$58,774		\$1,591		2.71%	
Meters	\$2,055,144	0	\$1,990,612	0	\$64,532		3.24%	
Meter Bags	\$354,465	0	\$329,807	0	\$24,658		7.48%	
Total Revenues	\$11,335,258	1,615,897	\$10,975,438	1,600,808	\$359,820	15,089	3.28%	0.94%

Number of Business Days	2011	232
	2010	230
Number of Weekend Days (F & S)	2011	76
	2010	74

ParkComp

Ann Arbor Downtown Development Authority
 Gross Revenues/ Hourly Patrons
 March 2011 & March 2010

	March <u>2011</u>		March <u>2010</u>		Increase <u>(Decrease)</u>		% Increase <u>(Decrease)</u>		2011 Spaces
	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons	Revenues	Hourly Patrons	
Revenues:									
Washington/First	\$10,298	1,389	\$9,648	1,381	\$650	8	6.73%	0.58%	64
Maynard	\$208,874	53,277	\$183,845	40,385	\$25,028	12,892	13.61%	31.92%	805
Washington/Fourth Forest	\$76,613	27,724	\$67,422	18,877	\$9,192	8,847	13.63%	46.87%	281
Fourth/William	\$116,105	26,635	\$108,635	19,029	\$7,470	7,606	6.88%	39.97%	856
Liberty Square	\$188,706	24,648	\$175,429	19,252	\$13,276	5,396	7.57%	28.03%	994
Ann/Ashley	\$116,674	7,656	\$120,928	6,279	(\$4,253)	1,377	(3.52%)	21.93%	592
Kline Lot	\$136,683	11,820	\$128,862	10,369	\$7,821	1,451	6.07%	13.99%	839
Huron/Ashley/First	\$49,861	15,466	\$43,611	14,144	\$6,250	1,322	14.33%	9.35%	134
Fifth & Huron	\$65,931	24,453	\$60,031	20,818	\$5,901	3,635	9.83%	17.46%	168
First & Williams	\$11,395		\$9,450		\$1,945		20.58%		56
Fingerle Lot	\$10,210		(\$2,730)		\$12,940		473.99%		112
415 W Washington	\$1,700		\$1,890		(\$190)		(10.05%)		20
Fifth & Williams	\$13,679	2,336	\$13,209	1,885	\$470	451	3.56%	23.93%	112
Palio Lot	\$21,974	8,723	\$27,894	6,156	(\$5,920)	2,567	(21.22%)	41.70%	134
Broadway Bridge	\$3,777		\$3,745		\$32		0.85%		24
Main & Ann	\$146		\$106		\$39		37.16%		17
Farmers Market	\$5,967		\$7,812		(\$1,845)		(23.62%)		45
City Hall	\$966		\$630		\$336		53.36%		76
Fourth & Catherine	\$0		\$410		(\$409)		(99.95%)		0
Meters	\$6,031		\$6,644		(\$613)		(9.23%)		49
Meter Bags	\$253,868		\$243,860		\$10,008		4.10%		1,768
Total Revenues	\$35,325		\$34,110		\$1,215		3.56%		
	\$1,334,782	204,127	\$1,245,441	158,575	\$89,341	45,552	7.17%	28.73%	7,146

Number of Business Days 2011 27
 2010 27

Number of Weekend Days (F & S) 2011 8
 2010 8

**RESOLUTION TO APPROVE A PARKING AGREEMENT WITH THE CITY OF ANN ARBOR
UNTIL JUNE 30, 2022 AND AMEND THE DDA APPROVED 2011/2012 AND 2012/2013
BUDGETS**

Whereas, Since April 1992, pursuant to agreement with the City, the DDA has operated and maintained public parking facilities, leased or owned by the City;

Whereas, Under DDA management, the public parking facilities have become sustainable and have been maintained to the highest standards of safety and efficiency, and have been operated to support the goal of a vital, active, and attractive downtown core area;

Whereas, Under the current and enforceable City-DDA parking contract, in addition to parking revenue funds for the City's street funds, the City was to receive no more than \$10 million in parking revenues through 2015 which the City elected to take early in the contract period;

Whereas, In fiscal year 2010/11 the DDA granted to the City an additional \$2 million from parking revenues beyond what was required under the existing contract;

Whereas, Since May, 2010 the DDA and the City have, in good faith, negotiated toward a new agreement intended to supersede the 1992 Agreement as amended in 2002 and 2005, and provide reliable and fair payments from the DDA parking system to the City;

Whereas, Through these negotiations the Mutually Beneficial Committee has created a new DDA/City Parking Agreement that will benefit the City by providing additional revenue and the DDA by clarifying and strengthening its role in parking operations;

Whereas, The DDA Bricks and Money Committee recommends that the Board approve the Agreement, which provides for annual payment to the City of 17% of the gross parking revenue and a term of 11 years, with an 11 year option (agreement attached);

Resolved, That the DDA approves the attached Agreement if and only if the same Agreement is approved by City Council with no substantive changes; and

Resolved, That with the execution of this New DDA/City Parking Agreement with no substantive changes, the FY 2011/12 & 2012/13 DDA budgets will be amended to reflect this expenditure change.

PARKING AGREEMENT

The City of Ann Arbor, a Michigan municipal corporation (hereinafter referred to as “City”), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCLA 125.1651 et seq (hereinafter referred to as “DDA”), in consideration of the mutual promises contained herein, do hereby agree as follows this ____ day of _____, 2011 (the “Effective Date”):

WHEREAS, on April 9, 1992, the City entered into an agreement with the DDA to operate and maintain a parking system which was subsequently amended in 2002 and 2005;

WHEREAS, After due consideration, the City and DDA wish to address the continued management, operations, maintenance, capital and financial obligations of the City and the DDA with respect to the Ann Arbor municipal parking system by the adoption of a new parking agreement, which shall supersede all prior representations, negotiations, agreements or understandings whether written or oral; and

WHEREAS, this Parking Agreement (hereinafter “Agreement”) is made as of the Effective Date.

0. Definitions.

- a. “Municipal Parking System” shall mean all Facilities and on-street, metered parking spaces (or their technological equivalents) owned or leased by the City or the DDA to provide parking to the public within the DDA Parking Area.
- b. “Facilities” shall mean the parking structures and public surface parking lots within the DDA Parking Area identified on Exhibit A. Lots and structures may be added or deleted from DDA Parking Area and Exhibit A revised by written notice delivered

- by either party, which additions or subtractions shall become part of Exhibit A without further action unless within thirty (30) days of such notice the receiving party objects in writing delivered to the noticing party. In the event of an objection, the parties shall work together in good faith to determine the status of such structures or lots. Any revisions made pursuant to the foregoing shall be made a part of and incorporated into this Agreement subject to any additional terms or conditions specified by written agreement as of the date thereof.
- c. “DDA Parking Area” shall mean the area depicted in Exhibit B attached hereto which area may be altered at any time during the term of this Agreement after approval of the governing bodies of the DDA and the City. Any revisions thereof shall be made a part of and incorporated into this Agreement subject to any additional terms or conditions specified by written agreement as of the date thereof.
 - d. “Gross Parking Revenues” shall mean the parking operations revenues received from operation of the Municipal Parking System as of the Effective Date of this Agreement, less rents or other obligations paid to public and/or private owners for use of their property as Facilities.
 - e. “Standing Committee” shall mean a committee comprising of the DDA Executive Director, DDA Parking Manager, Deputy Police Chief, Community Standards Supervisor, the Public Services Area Administrator and their designees.
1. Termination of Existing Parking Agreement
- a. The April 9, 1992 agreement by and between the DDA and the City as amended shall be, and hereby is, terminated as of the Effective Date of this Agreement.

2. Operational Powers and Responsibilities Within DDA Parking Area.

- a. Subject to Article 8, applicable law, and City permitting regulations, within the DDA Parking Area, the DDA shall have sole authority to determine the addition or removal of meters, loading zones, or other curbside parking uses, subject to administrative approval of the City, which shall not be unreasonably withheld. In the instances where the DDA contemplates making such a request, staff of the DDA and City shall meet not less than thirty (30) days in advance of a submittal to review any potential traffic impacts, including traffic safety and operation. DDA requests to the City shall be submitted in such a form as to reference existing City traffic codes, and shall include distance markers and other pertinent information to assist City staff review. The City shall provide its review and approval or denial of proposed DDA actions within fifteen (15) business days from the receipt of DDA's delivery to the City of the City's completed Action Request Form, in a form attached hereto as Exhibit C and any required supplemental documentation necessary to complete the requested review. In extraordinary circumstances the foregoing review period may be extended for successive fifteen (15) business day periods by written notice from the City to DDA, which notice shall include the reason for the extension. Should the City determine that more than two successive extensions are necessary for review of an Action Request Form, all subsequent extension notices shall be signed by the City Administrator. Notwithstanding anything in this Agreement to the contrary, DDA's authority to add meters outside of the DDA District within the DDA Parking Area in areas that are eligible for residential parking permits shall be subject to the City's

- prior written consent in accordance with current guidelines for residential parking districts
- b. Where the City acting on its own or through its agents must undertake any public infrastructure maintenance or/and improvements within the DDA Parking Area, including repairs or improvements to the streets or utility mains, the DDA will temporarily remove or prohibit on-street parking at no cost to the City as needed to accomplish the maintenance or improvements.
 - c. Where the City has approved use of the public right-of-way, for a purpose other than community benefit, that results in the temporary removal of on-street parking, the party applying to use the public right-of-way will be required as a condition of the permit to pay directly to the DDA, or its management firm (if applicable), the current meter bag fee.
 - d. Where the City requires use of the public right-of-way for a purpose benefitting the City or has approved the use of the right-of-way for a community benefit, the City will not pay DDA for the loss of revenue or the cost of removing the on-street parking. City agrees to provide reasonable notice of such use under this subsection. When needed the DDA will provide the City, or the applicable community organization, a sufficient number of meter bags for use in the temporarily occupied public right-of-way.
 - e. The City shall work collaboratively with the DDA to develop and present for adoption by City Council a City policy regarding the permanent removal of on-street metered parking spaces. The purpose of this policy will be to identify whether a community benefit to the elimination of one or more metered parking spaces specific

area(s) of the City exists, and the basis for such a determination. If no community benefit can be identified, it is understood and agreed by the parties that a replacement cost allocation methodology will need to be adopted concurrent with the approval of the City policy; which shall be used to make improvements to the public parking or transportation system.

- f. Should installed signs be necessary to delineate parking uses, the City shall be responsible for the manufacture and installation of said signage and the DDA shall reimburse the City for its actual costs (e.g. labor and materials) to provide this service if changes authorized by the DDA trigger the need for it. Where the City provides signage as requested by the DDA it will do so within 15 business days following the execution of a traffic control order (“TCO”) for a request. The foregoing response period may be extended for successive fifteen (15) business day periods by written notice from the City to DDA, which notice shall include a reason for the extension. Should the City determine that more than two successive extensions are necessary for review of an Action Request Form, all subsequent extension notices shall be signed by the City Administrator. Alternatively, the DDA, after notice to and approval by the City, may contract, at its sole expense, the services of a MDOT prequalified private sign contractor for this purpose, but will ensure that any new signs meet MDOT standard specifications and the Michigan Manual on Uniform Traffic Control Devices for content, materials, and installation, and the City is provided with detailed information about each sign for its record keeping purposes. If this alternative is selected, the City will assess the DDA with a cost for sign inspection. If the City is required to inventory, assess, or update signs to meet current Federal or State

- regulations, the DDA will pay its proportionate annual share of this cost for public parking signage in the DDA Parking Area.
- g. If the DDA determines, after inspection and review of identified conditions by appropriate City officials and qualified contractors, that a Facility, in whole or in part, is no longer safe for parking operations, then DDA may suspend or terminate parking operations at such Facility, or a portion thereof, on notice to the City. DDA shall provide the Public Services Area Administrator written notice of its decision, as well as the reasons and supporting documentation therefore, within twenty-four hours of its determination. Should the DDA recommend the demolition of any City-owned parking structure, and after independent review of such recommendation by the City such recommendation is accepted and demolition is authorized by the City, the DDA will assume the demolition expense required to remove all or a portion of the parking facility to assure public safety, and will ensure that the ground surface is compacted and restored in accordance with current City standards. In this instance the City will determine the repurposing of the surface lot after demolition.
 - h. The City reserves the right now and into the future to establish parking lots, on street spaces or structures to provide parking for its employees. These new parking facilities would not be used for parking open to the public.
 - i. Except as otherwise provided in this Agreement, the DDA shall manage, maintain and collect all parking revenues (other than fines) resulting from operation the Municipal Parking System, provided, however, the City shall retain responsibility for managing the Residential Parking Permit Program and receiving the revenues from said program.

- j. Within the normal course of the provision of services to the public as, the City shall use reasonable efforts to provide public services, necessary for the operation of the Municipal Parking System, including but not necessarily limited to on-street snow and ice control, pothole repairs, crack filling, pavement replacement, and pavement marking, shall provide to the DDA reports within 15 business days of the end of each calendar quarter.
- k. Subject to Article 8, applicable law, and City permitting regulations, and after consultation with the City Administrator and downtown stakeholders, which may from time to time be identified by either the City or the DDA, the DDA shall determine the rates and hours of parking in the Municipal Parking System and file such rates and hours with the City Clerk and otherwise publish such rates in the same manner as City ordinances, which rates and hours shall take effect thirty (30) days after said filing.
- l. Intentionally omitted.
- m. The City shall be responsible for enforcement of parking regulations in the Municipal Parking System and shall collect all fines resulting from such enforcement, which fines shall be set after consultation with the DDA. The DDA and City will coordinate the hours of parking enforcement and operations at the on-street parking meters. At the DDA's request, the City will alter or extend the hours of parking enforcement within the limits determined by its employment contracts, available staffing or other applicable contractual or mutual aid agreements. It is acknowledged by the parties that not all parking available for public use is part of the Municipal Parking System. The DDA agrees to work collaboratively with the AAPD to optimize parking

- enforcement throughout the DDA Parking Area. The DDA shall have the right to allocate portions of Facilities to third party for long term parking usage and mutually agreed upon non-parking-related usage. The DDA shall provide an annual report to the City of any allocation identifying the specific Facility and the size, nature and term of the allocation.
- n. The DDA, at its own expense, shall operate, maintain, pay related debt service, and keep the Municipal Parking System in good repair and the total expense of routine maintenance and repair in connection therewith shall be borne and paid by the DDA. The DDA is authorized to make such further repairs, alterations, additions, and enhancements of the Facilities as are deemed reasonable and necessary by the DDA to operate the Facilities for the purposes set forth in this Agreement.
- o. The City shall not lease any portion of individual Facilities to third parties where such lease (either alone or cumulatively with other leases in such Facility) would reduce the number of usable parking spaces in such Facility by more than one percent (1%) or five (5) parking spaces, whichever is less, without first (i) providing DDA with thirty (30) days prior written notice; (ii) consulting with DDA about the location and terms of use of such leased spaces to reduce the impact of such use on DDA's use of the Facility; and (iii) upon DDA's written request delivered no more than fifteen (15) days after notice of the proposed lease, executing a side letter between City and DDA, the sole purpose of which is to make DDA whole for the loss of Gross Parking Revenue associated with the reduced parking spaces. The City shall, in consultation with DDA and its designee, perform all necessary tasks to prepare the Facility for third-party use. The City shall reimburse DDA for any out-of-pocket costs associated

with the third party use. Notwithstanding the above, the City's right to continue to provide parking for its employees as may be required by its collective bargaining agreements is retained and the City shall not be responsible for reimbursement of the DDA for any costs associated with the exercise of this right. The City shall endeavor through collective bargaining and other measures to reduce the provision of free or subsidized employee parking provided in structures, lots or parking meter locations operated by the DDA. In addition, the term "third party" under this agreement shall not apply to "juror parking" required to be provided under City/County contractual obligations.

3. Term.

- a. This Agreement shall commence on the Effective Date of this Agreement and terminate June 30, 2033, unless terminated pursuant to the following:
 - i. Each of the City and DDA may terminate this Agreement without cause, on June 30, [2022] and on the eleven (11) year anniversary thereafter, provided that written notice of termination is provided no less than three hundred and sixty five (365) days in advance of said termination.
 - ii. Either party may terminate this Agreement upon the breach of the other party, which breach remains uncured sixty (60) days after notice thereof.
 - iii. The City reserves the right of first refusal to purchase from the DDA for one dollar (\$1) any or all fixtures installed by the DDA in "as-is" condition at the termination of this agreement. No later than sixty (60) days prior to termination of this agreement the City shall notify the DDA

in writing of its intent to exercise its option and identify with specificity in said notice what fixtures it wishes to acquire. Should the City not wish to exercise its rights under this provision or should its acquisition list be less than all such fixtures, the DDA shall have the right to sell or otherwise dispose of the remaining trade fixtures without further restriction.

4. Financial Obligations of the DDA.

- a. The DDA will pay the City within thirty one (31) days of the end of the each calendar quarter [seventeen percent (17%)] of Gross Parking Revenue received by the DDA during the prior quarter.
- b. Intentionally omitted.
- c. The DDA shall not be charged parking operations-related taxes, fees or any other amounts by the city except as specifically provided in this Agreement. Subject to Section 2(g), the City further agrees that during the term of this Agreement that it will not assess any parking operations-related fees or surcharges on users of the Facilities that are in addition to the parking rates as provided for in of this Agreement.
- d. The DDA shall not use tax increment financing revenue collected from taxing authorities to make any payments to the City described herein. The DDA agrees that all such payments shall be made exclusively from parking revenues in the DDA parking fund.
- e. The DDA Shall take no action that it reasonably believes will have a material detrimental effect upon parking enforcement revenue collected by the City. In the event that the DDA wishes to take such an action, then DDA and the City will

- negotiate in good faith in an effort to accommodate DDA's contemplated action, while reducing to as close to zero as is practical, the overall detrimental revenue effect to the City.
- f. Each payment pursuant to Section 4(a) shall be accompanied by an accounting of Gross Parking Revenue and documentation reasonably requested by the City, which documentation shall be sufficient to justify the calculation of amounts paid. The DDA shall provide the City with written financial reports relating its operation of the Municipal Parking System on a monthly basis as part of its monthly meeting minutes, and a certified annual audit report.
 - g. Notwithstanding anything in this Agreement to the contrary, in the event that City fails to provide DDA with reports required under this Agreement, and if City fails to provide such reports to DDA within thirty (30) days after written notice thereof by the DDA, then DDA shall be authorized to withhold five percent (5%) of amounts owed hereunder until such reports are delivered.

5. Indemnification and Liability Releases

- a. To the extent permitted by law, the DDA agrees to protect, defend and indemnify the City, its officers, agents, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the respective parties own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the DDA in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part

from the negligent acts or omissions of the DDA, its officers, agents, and employees.

This provision is not intended, and shall not be construed, to waive or limit any immunity or other defense which the DDA may have in law or equity.

- b. The DDA agrees that it will not permit the use of the Facilities in any manner that would result in a violation of any local, state or federal laws, ordinances, rules, or regulations now or hereafter in force and applicable thereto. The DDA further warrants that its use and occupation of the Facilities is in compliance with and shall remain in compliance with all applicable environmental laws.
- c. However, nothing in this Agreement shall be construed to relieve the City from liability to DDA, its officers, agents, employees, invitees, guests and independent contractors for City's own negligence or negligence of City's employees, officials, and agents, and the City shall, hold harmless the DDA, its officers, agents and employees to the extent of such negligence. This provision is not intended, and shall not be construed to waive or limit any immunity defense which the City may have including governmental immunity or any other lawful defense in law or equity.

6. Insurance.

- a. The DDA will procure and maintain, at its cost and expense, during the term of this Agreement insurance satisfactory to the City, insuring the City from liability for damage to person or property or contractual liability arising in whole or in part from action or inaction by, or on behalf of, the DDA arising out of the rights or obligations of DDA under this Agreement. For the avoidance of doubt, as the operator of the City-owned Municipal Parking System, DDA does not have responsibility to obtain

- insurance for replacement of Facilities in the case of a catastrophic event, which coverage is the responsibility of the City.
- b. As of the Effective Date of this Agreement, and continuing without interruption during the term of this Agreement, DDA shall provide certificates of insurance to the City on behalf of itself, and when necessary or requested the Management agent, DDA contracts or agents, or any person or entity to which the DDA has allocated a portion of the Facilities. The certificates of insurance shall meet the following minimum requirements.
- i. Workers' Compensation and Employers Liability insurance covering the statutory requirements of Michigan.
 - ii. Directors and Officers Insurance covering acts or omissions of its Board of Directors.
 - iii. Commercial General Liability insurance with limits of no less than \$2,000,000.00 per occurrence for bodily injury and property damage. Said insurance may be required to be provided by the contractor operating the Facilities. Limits shall be adjusted periodically, upon the reasonable request of the City. The City, its agents, officials and employees shall be named as additional insureds. In addition, the University of Michigan, its agents, officials and employees shall be named as additional insured with respect to the Forest Avenue Parking Structure per the terms of the City/University Agreement (a copy of which has been provided to and the terms and obligations thereunder acknowledged by the DDA). This insurance shall protect the DDA and the City, its agents, officials, and employees, to the extent noted above, against loss on account of damage or injury

to persons or property imposed by reason of the ownership or control of the Facilities or resulting from any act of omission or commission on the part of the DDA, the management company, or the City, the University of Michigan, their agents, officers and employees to the extent noted above, in conjunction with the operation, maintenance or repair of the Facilities or the furnishing of any service in connection therewith. The DDA shall also pay any premiums on fidelity bonds for any DDA employees or persons handling funds on behalf of the DDA for the Facilities. The City agrees to provide insurance coverage on the parking structures and City-owned parking lots equal to their replacement value. Information on the City's insurance coverage amounts on each facility will be provided to the DDA on an annual basis.

7. Management Contract.

- a. The DDA may subcontract management of the Facilities, provided that no agreement between DDA and any such subcontractor shall restrict the ability of the City to receive the services of such subcontractor. At any time during this agreement that a new contract is deemed necessary, the DDA will develop a request for proposals and a proposed management contract for the retention by the DDA of a manager for the Facilities. Information concerning the RFP will be widely circulated to regional and national operators of parking facilities through appropriate newspapers and professional publications. Prospective contractors will be evaluated upon prior and current experience, reputation, and plans for customer service. Prospective contractors will be asked to provide proposed annual operating budgets, monthly, quarterly, and annual maintenance schedules, and budgets for capital repair and

improvements. The proposals shall detail hours of operation and staffing. The DDA will ensure that contractor's employees are paid at least a living wage as defined under the City of Ann Arbor Living Wage Ordinance. The DDA shall confirm that the contractor meets all other City requirements as set forward by the City for its own vendors, such as not being in default to the City. The DDA shall be responsible for selection of and negotiation of terms of employment of the parking management firm. The parking management firm shall hire and supervise its own employees. The DDA shall file a copy of the selected parking management firm's contract, together with any amendments thereto, with the City. Any insurance coverage required of the parking management firm by the terms of its contract shall also be endorsed to include the City of Ann Arbor, its officers and employees as additional insured.

8. Public input.

- a. The DDA shall regularly seek advisory input on its parking operations through such means as its monthly DDA meetings and DDA committee meetings, quarterly customer service surveys, volunteer citizen inspections, and feedback from the downtown associations and Downtown Area Citizens Advisory Council (CAC).
- b. Notwithstanding the foregoing, DDA shall not implement any increase in the Municipal Parking System's hours of meter operation or parking rates intended to persist for more than three (3) months without first: (i) announcing, and providing written communication regarding, the details of such increase at a meeting of the DDA Board; (ii) providing all members of the public an opportunity to speak in a manner similar to a public hearing before the DDA Board at its next regularly scheduled meeting on the subject of the proposed increase ("Public Hearing"); and

(iii) postponing any vote on the proposed increase until at least the regularly scheduled meeting of the DDA Board after the Public Hearing.

9. Periodic Consultation.

a. Standing Committee.

- i. The Standing Committee shall meet monthly (or with such other frequency as the Standing Committee may determine) to discuss parking enforcement schedules, Municipal Parking System maintenance and operations, and/or performance under this Agreement.
- ii. The parties agree and acknowledge that DDA representatives to the Standing Committee shall communicate DDA's desires regarding the City's parking enforcement emphasis within the DDA Parking Area. City shall use best efforts to emphasize areas, hours, and methods of parking enforcement within the DDA Parking Area per DDA's request. DDA agrees and acknowledges that its request for parking enforcement emphasis shall be subject to the City's need to allocate staff resources to accommodate special events, emergencies, and other unforeseen events of limited duration. For the avoidance of doubt, the Ann Arbor Police Department shall not be obligated to divert sworn-officer resources from normal on-duty assignments to provide personnel under this Agreement.
- iii. At each Standing Committee meeting, the City shall provide DDA with a report, in the form of Exhibit D (or as otherwise mutually agreed), which report (i) shall identify and quantify City's parking enforcement

performance under Section 9(b); and (ii) identify in writing the reasons for any material failure to comply with DDA's parking emphasis requests.

- b. Joint Working Session. As part of the annual established calendar for City Council Working Sessions, City Council shall designate one working session in the fall of each calendar year as a joint working session with the DDA. The agenda for the working session shall be prepared by the City Administrator in accordance with Council Rules and in consultation with the Executive Director of the DDA. It is recommended that a portion of such agenda be dedicated to a discussion of operations under this Agreement and the utility of creating a joint study committee to address areas of mutual interest.

10. General Conditions

- a. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- b. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

- c. Whenever a party's consent is required, that consent shall not be unreasonably withheld or delayed.
- d. The following provision(s) shall survive the termination of this Agreement: Article 6 and 7.
- e. Nothing contained herein shall be construed as conferring upon the DDA, its officer, employees or agents, the authority to contract or otherwise act on the City's behalf, other than as expressly set forth herein.
- f. All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.
- g. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the City, it shall be addressed and sent to:

If Notice is sent to the DDA, it shall be addressed and sent to:

- h. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
- i. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.
- j. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

- k. This Agreement, or any part hereof, or the administration or performance of any activity or service performed by the DDA hereunder, cannot be assigned or sublet, contracted away, or in any manner transferred without the prior written consent and full approval of the City.

- l. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the DDA with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. Other than pursuant to Section 0(b), this Agreement may be altered, amended or modified only by written amendment signed by the DDA and the City.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties agree to the foregoing:

CITY OF ANN ARBOR, a Michigan municipal corporation

By: _____

John Hieftje, Mayor

By: _____

Jacqueline Beaudry, City Clerk

DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan municipal corporation

By: _____

Joan Lowenstein, DDA Chair

By: _____

Susan Pollay, Executive Director

Approved as to substance for the City

Roger W. Fraser, City Administrator

Approved as to form for the City

Stephen K. Postema, City Attorney

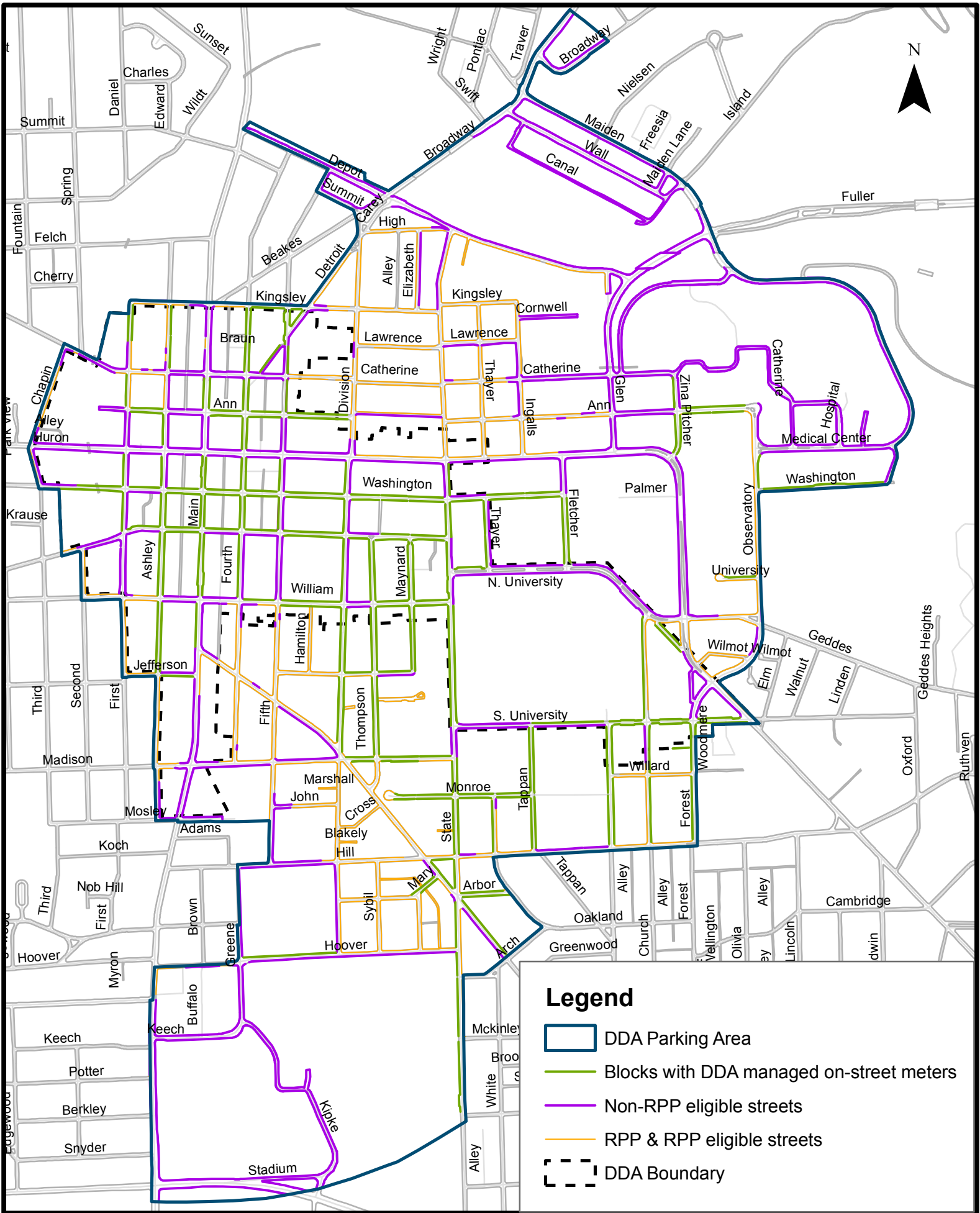
Draft - Exhibit A: Facilities

<u>Facility</u>	<u>Ownership</u>	<u># of Parking Spaces</u>	<u>Address</u>	<u>Notes</u>
<u>Parking Structures</u>				
Ann & Ashley	City of Ann Arbor	839	120 W. Ann St.	
Fourth & Washington	City of Ann Arbor	281	123 E. Washington	
Fourth & William	City of Ann Arbor	994	115 E. William	
Forest	City of Ann Arbor/ University of Michigan	856	650 S. Forest	
Liberty Square	City of Ann Arbor	592	510 E. Washington	
Library Lane	City of Ann Arbor	677	351 S. Fifth Ave	Under Construction
Maynard	City of Ann Arbor	805	316 Maynard Street	
<u>Lots – City Owned</u>				
415 W. Washington	City of Ann Arbor	134	415 W. Washington	
Broadway Bridge	City of Ann Arbor	17		
City Hall	City of Ann Arbor	33	100 N. Fifth Ave	Spaces closed due to Constr.
Farmer’s Market	City of Ann Arbor	76	343 Detroit Street	Shared with City Park’s Dept.
Fifth and William	City of Ann Arbor	112	350 S. Fifth Ave	
First & William	City of Ann Arbor	112	216 W. William	
Fourth & Catherine	City of Ann Arbor	49	301 Fourth Ave	

Draft - Exhibit A: Facilities

Main & Ann	City of Ann Arbor	24	101 W. Ann	
South Ashley	City of Ann Arbor	134	305 S. Ashley	
<u>Lots – Not City Owned</u>				
Community High	Ann Arbor Public Schools	74	401 N. Division	Shared with Community High School
Depot Street	Amtrak	37	325 Depot St.	
Fifth and Huron	City Hall LLC	56	115 S. Fifth Ave	
Fingerle Lot	Fingerle Lumber Co.	45	221 W. William	
First and Huron	Huron Ashley Limited Partnership	168	201 W. Huron	
Kerrytown	Kerrytown Associates LTD.	25		
<u>Parking Meters</u>	City of Ann Arbor	1,793	Various	

Draft - Exhibit B: DDA Parking Area - Draft



Draft - Exhibit D: City Reports - Tracking Enforcement and Street Maintenance in the DDA Parking Area

Street maintenance and parking enforcement reports that enable the DDA to measure and better understand the level of services provided within the DDA Parking Management Area; ensuring service levels that are necessary for the successful operation of the Public Parking System.

Parking Area Street Maintenance Reports

Frequency: Provided Quarterly

Format: An electronic database copy in either Microsoft Excel or Access.

Report Content:

1. On-street Maintenance Report – streets and indented on-street parking areas: Documentation summarized by the type of work performed (street sweeping, snow removal, and ice control, etc). Each work category should include dates conducted, number of staff or hours of staffing, geographic areas covered, and number of times each work-type (sweeping, etc) was performed in a given week. Snow removal data should also include the response time after each snow event.
2. Downtown Street Repair Report: Individual project documentation that includes the type of repair or inspection conducted (patching, potholes, street resurfacing, crosswalk repairs, pavement replacement, pavement marking, etc), date, number of staff or hours of staffing, and the street, block numbers, or intersection where the work was conducted. If an inspection was conducted in response to a complaint or observation, but no action was taken – the report should note this and also why no action was taken.

DDA Parking Area Parking Enforcement Reports

Frequency: Monthly Data Provided Quarterly

Format: An electronic database copy in either Microsoft Excel or Access.

Report Content:

On-going Enforcement Documentation:

1. Ticket summary Report: Individual ticket documentation that includes date, meter space number, and ticket number (to allow for correlation with invalidations - we do not need license plate numbers or any other personal information). The street or block number can be provided in the case of a non-metered violation.
2. Referee Invalidation/Fee Reduction Report: A monthly report of total citations appealed to the City that includes number of citations contested, number of citations denied, number of citations reduced and number of citations voided with the reasons for the void.
3. Community Standards Staff Allocation Report: Monthly shift documentation that includes number of staff or hours of staffing, geographic area covered, and type of violations targeted. Data can be summarized further, if shifts have a set pattern.

Special Assignment Response Documentation:

1. Community Standards Staff Allocation Report: Monthly shift documentation that includes number of staff or hours of staffing, geographic area covered, and the specific DDA request being responded to.

Draft - Exhibit D: City Reports - Tracking Enforcement and Street Maintenance in the DDA Parking Area

2. Focused Enforcement Report: Individual ticket documentation that includes date, meter space number, ticket number, and the specific DDA request being responded to. The street or block number can be provided in the case of a non-metered violation.