

(ii) taking any action considered necessary by the DDA and which is authorized by this Agreement.

b. The obligations of Corner Health under this section shall survive any assignment of this Agreement, unless the DDA otherwise expressly and specifically agrees in writing.

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

### Section 201. Representations and Warranties of the DDA.

a. The DDA is a public body corporate, duly existing and validly created pursuant to the Act. The DDA has taken all actions necessary to authorize the execution and delivery of this Agreement.

b. There is no action, suit, proceeding or investigation before any court, public board or body pending to which the DDA is a party, or to the best knowledge of the DDA threatened against the DDA, contesting the establishment of the DDA or the validity or binding effect of this Agreement.

### Section 202. Representations and Warranties of Corner Health.

a. Corner Health (i) is duly organized and validly existing as a Michigan nonprofit company in good standing under the laws of the State of Michigan with power under the laws of such state to carry on its business as now being conducted, (ii) is duly qualified to do business in the State of Michigan, and (iii) has the power and the authority to receive the lights for the use stated.

b. There is no violation or default by Corner Health under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, wherein a default or violation would materially and adversely affect any of the transactions contemplated by, or the validity of, this Agreement. Compliance with the terms, conditions and provisions of this Agreement does not conflict with, and will not result in or constitute a breach of, or default under, any of the foregoing.

## **ARTICLE III** **DEFAULT**

Section 301. Event of Default. An Event of Default shall consist of any misrepresentation or failure to comply with the terms and provisions hereof by either party.

Section 302. Remedies. Upon the happening of an Event of Default, the non-defaulting party shall be entitled to seek all remedies available at law or in equity. In the event of suit, the prevailing party shall be entitled to recover its costs and attorney fees.

#### **ARTICLE IV MISCELLANEOUS**

Section 401. Term, Termination and Renewal. The term of this Agreement commences on the Effective Date and continues for a period of one (1) year with automatic consecutive one (1) year renewals, unless earlier terminated by one of the parties, with cause, upon thirty (30) days prior written notice.

Section 402. Assignment of this Agreement. No party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto. Consent may be given or withheld in the sole and absolute discretion of the party from whom consent is sought. The obligations of Corner Health under this Agreement shall survive any assignment, unless the DDA otherwise specifically and expressly agrees in writing.

Section 403. Notices. All written notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the last known address of the receiving party.

Section 404. Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

Section 405. Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 406. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 407. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

Section 408. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 409. Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 410. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 411. Mutual Cooperation. Each party to this Agreement shall:

- (a) take all actions required of it by the terms of this Agreement as expeditiously as possible;
- (b) execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement; and
- (c) use its best efforts to assist the other party to this Agreement in the discharge of their respective obligations hereunder.

Section 412. Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes and embargoes, and delays of contractors due to such causes. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking relief from its obligations under this Section 411 shall notify the other parties in writing, setting forth the event giving rise to such failure to perform, within ten (10) days following the occurrence of such event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEVELOPMENT AUTHORITY  
OF THE CITY OF YPSILANTI

CORNER HEALTH CENTER

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

July 21, 2011  
2011-

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO APPROVE THE SELECTION OF A WEBSITE REDEVELOPMENT  
CONSULTANT**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the YDDA's Organization Committee has a concentration area of communications and public relations; and

WHEREAS, at the April 2011 Board meeting an RFP for website design services was approved by the YDDA Board; and

WHEREAS, we received sixteen proposals to the RFP that were reviewed by the YDDA staff; and

WHEREAS, of the sixteen total proposals the staff first narrowed the list down to five qualified proposals and that was further narrowed down to two qualified proposals with the input of the Organization Committee; and

WHEREAS, staff was directed to make a final recommendation based on following up with the two remaining submittals to clarify questions regarding website applications, design, and implementation; and

WHEREAS, the staff has made a final recommendation to select the website design proposal submitted by Orange Egg Advertising based on their competitive pricing, content management system, and design proposal;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. That the YDDA Board approve the Orange Egg Advertising proposal for web design and hosting services for the amount of \$4,370.
2. That the funds for this project be allocated from the \$5,000 Website Development line item that was proposed in the 2010-11 FY Budget.
3. That the approval of the Orange Egg Advertising proposal is contingent on their approval to increase the hours of content management system training provided to YDDA staff from two to eight.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES:

NAYS:

YES:

NO:

ABSENT:

VOTE:

July 21, 2011  
2011

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO ADOPT CHANGES TO PROCEDURES ON ENTERING AND  
VOTING ON RESOLUTIONS**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the YDDA's Organization Committee has traditionally been responsible for the YDDA's bylaws and various procedural rules; and

WHEREAS, the YDDA has adopted official bylaws in December 2009 that includes specific language on how we are to conduct Board meetings including what a quorum for voting purposes at both the Board and committee level and how an item may be entered into the agenda for Board votes; and

WHEREAS, unless otherwise identified in the bylaws, all of the YDDA Board and committee meetings are to comply with Robert's Rules of parliamentary procedures; and

WHEREAS, at the June 2011 Organization Meeting the committee reviewed the Robert's Rules for parliamentary procedures and requested staff provide a summary of the discussion points for further discussion by the committee at the July meeting; and

WHEREAS, at the July 2011 Organization Meeting the committee reviewed the staff's summary report of the previous month's discussion of board project and resolution procedures – issuing and voting; and

WHEREAS, the Organization Committee upon review of the summary report has indicated that many of the proposed changes are not necessary because they are already addressed through the proper application of Robert's Rules of Parliamentary Procedures and our existing bylaws and committee rules; and

WHEREAS, the Organization Committee upon consideration of the previous month's discussions and the input from the members present at the July meeting, are making the following recommendations for changes to be implemented to the YDDA procedures, rules, and bylaws that are not directly addressed by Robert's Rules or our existing bylaws and committee rules;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Under the **Agenda** item of our Committee Structure Policy where it states that "all items requiring Board action should first be reviewed by a committee

before being placed on the Board agenda” that the word should be replaced with shall.

2. Under the **Agenda** item of our Committee Structure Policy where it states “however, it is acknowledged that there may be extenuating circumstances that would inhibit its application” be stricken. This language would not be required due to the application of Robert’s Rules and its Suspension of Rules language.
3. That when an individual requests that an item be added to either a Board or Committee agenda, that it be done in writing no later than one week prior to the meeting in question and that the request be included in the appropriate meeting packet. The person requesting the agenda item shall be identified on the agenda.
4. That all YDDA calendars and meeting schedules include the deadline to submit items for consideration for the next scheduled meetings.
5. That under **Article V – Meetings Section 7 Quorum and Voting** where it states “all officers must vote, but only if present..., unless abstention is necessary due to the disclosure of a conflict of interest”, we should add that whomever is chairing the meeting shall withhold their vote except in cases where there is a tie vote of available board and/or committee members.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES:

NAYS:

YES:            NO: 0            ABSENT:            VOTE:

July 21, 2011  
2011-

**Downtown Development Authority of the City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO APPROVE THE EXECUTIVE DIRECTOR ATTENDING THE  
MICHIGAN ECONOMIC DEVELOPERS ASSOCIATION CONFERENCE**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the YDDA Organization Committee has a stated goal of ongoing professional development; and

WHEREAS, the YDDA is a participating member of the Michigan Economic Developers Association (MEDA); and

WHEREAS, the MEDA has its annual conference scheduled for August 24-26, 2011; and

WHEREAS, the MEDA conference will provide an excellent opportunity for the YDDA Executive Director to network with other communities and learn about new programs, resources, and best practices in Economic Development;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The YDDA approve the Executive Director to attend the 2011 MEDA conference.
2. That the costs of attending the conference not exceed \$750 which includes the cost of registration, hotel, transportation, and meals.
3. That the funds to attend the conference be allocated from the \$1,500 budget line item conferences and workshops.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES:

NAYS:

YES:

NO:

ABSENT:

VOTE:

July 21, 2011  
2011

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO RESERVE THE MONTH OF FEBRUARY FOR NO YDDA BOARD  
OR COMMITTEE MEETINGS**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the YDDA's Organization Committee has traditionally been responsible for the YDDA's bylaws and various procedural rules; and

WHEREAS, the YDDA Board and Committees traditionally set the date, time, and location of all of their meetings for the next calendar year at their December meetings; and

WHEREAS, all of the YDDA Board and Committee members serve in a voluntary position; and

WHEREAS, it has been deemed appropriate to commit one month in the calendar year for no regularly scheduled meetings; and

WHEREAS, it has been determined that with proper notification and planning, scheduling no meetings for one month would not negatively impact the operations of the YDDA;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. That no regularly scheduled meetings be held in the month of February.
2. That this become a recurring event for YDDA meeting schedules in the future.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES:

NAYS:

YES:            NO: 0            ABSENT:            VOTE:

February 17, 2011  
2011

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO PROVIDE FALL DECORATIONS/CORNSTALKS TO YDDA  
BUSINESSES IN THE FALL**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the YDDA Promotions Committee guiding principle is to market Ypsilanti's unique characteristics to residents, visitors, investors and business owners. Promotions are positive, and are achieved through advertising, retail activities, special events and marketing campaigns to encourage commercial activity and investment in the area; and

WHEREAS, the YDDA Promotions Committee has identified a desire to promote local businesses through commercial/retail events; and

WHEREAS, the YDDA Promotions Committee has recognized a need to create an opportunity to help businesses promote themselves using a unified decorations/themes for the Fall season; and

WHEREAS, the YDDA Promotions Committee believes providing businesses with unified decorations would tie the DDA districts together and support each other; and

WHEREAS, the provision of these decorations will coincide with the arrival of new students at EMU and the annual Downtown Halloween event;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. YDDA Board approve the purchase of cornstalks to be distributed to businesses throughout the DDA districts to be used as decorations in window displays, entrances, and other façade elements.
2. That the decorations are made available to businesses by mid October and be displayed through November.
3. That each business receiving the cornstalks also receive a brief instruction on how to install and maintain the decorations for the Fall season.
4. That the YDDA staff advertise the availability of the decorations prior to the Fall.

5. That the costs of the materials not exceed \$500 and that the funds be made available from the appropriated TIF reserves.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES:

NAYS:

YES:

NO:

ABSENT:

VOTE:

July 21, 2011  
2011-

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO ADOPT CRITERIA FOR EVENT SPONSORSHIP/FUNDING  
REQUESTS**

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the DDA's Promotions Committee guiding principle is to market Ypsilanti's unique characteristics to residents, visitors, investors and business owners. Promotions are positive, and are achieved through advertising, retail activities, special events and marketing campaigns to encourage commercial activity and investment in the area; and

WHEREAS, the YDDA Board approved an annual budget for the 2011-12 FY that did not allocate specific funds to support events within the DDA districts; and

WHEREAS, upon the approval of the 2011-12 FY budget the Board committed to still consider event sponsorships on a case by case basis with the money to come out of the TIF reserves; and

WHEREAS, to help the Promotions Committee determine the validity of an event sponsorship request it was determined that a list of criteria be created and applied to each request for consideration;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. That the YDDA Board approve the use of standard criteria to help determine impact to the DDA districts on all requests for event sponsorship.
2. That the following questions be used to help determine the value or impact to the DDA of the event requesting funding; How many bodies will the event bring into the DDA districts? How many of the visitors will be first time visitors or returning after a long absence to Ypsilanti? What is the events funding source, can they show a diversity of sources? What exposure or name recognition will the YDDA receive for sponsoring the event?
3. That these criteria be used for all event sponsorship requests and that the parties requesting funds are responsible for providing this information to the best of their abilities.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES: Members \_\_\_\_\_.

NAYS: Members \_\_\_\_\_.

YES: \_\_\_\_\_ NO: \_\_\_\_\_ ABSENT: \_\_\_\_\_ VOTE: \_\_\_\_\_