City of Ypsilanti
Downtown Development Authority
Board of Directors Meeting Agenda
Ypsilanti Firehouse Museum
110 W Cross St
Thursday, October 17th, 2019- 8:30 a.m.

The **Mission** of the Ypsilanti Downtown Development Authority (YDDA) is to undertake district-wide improvements that have the greatest impact in strengthening the downtown areas and attracting new business. The primary goal of the YDDA is to implement positive economic, physical, aesthetic, and community changes in each of our four districts.

I. **Call to Order**

II. **Roll Call**

Beth Bashert	P	A	Ylondia Portis	P	A
Kayia Robinson	P	A	Athena Johnson	P	A
Janette Rook	P	A	Danielle Milner (C)	P	A
Andy French	P	A	Ben Harrington	P	A
Dieter Otto	P	A	Jen Eastridge	P	A

- **Introductions**
- **Approval of Agenda (X*)**
- **Approval of September 19th, 2019 Minutes (X*)**
- **Public Comment (3 minutes each)**
- **Staff Report/Financial Report (X)**
- **Standing Committee Reports**
    - **Operations and Finance Committee**
        - **Holiday Programming by District ()**
        - **North Adams Lot Security Cameras (X*)**
        - **Thompson Block Redevelopment Liquor License (X*)**
        - **Volunteer Appreciation Event**
- **Old Business**
    - **Frog Island Park Movie Event (*)**
    - **Ypsi Shops Local (X)**
    - **DDA Walking Tours**
    - **RAC Negotiations**
- **New Business**
    - **101 W Michigan Grant Extension (*)**
    - **511 West Cross Grant (X*)**
    - **Goal Setting Strategic Plan (X)**
- **Staff Updates**
- **Public Comment (3 minutes each)**
- **Announcements/Comments**

Next Meeting: November 21st, 8:30 a.m., SPARK

I. Key: (*) = items requiring Board action (X) = documents attached in board packet

City of Ypsilanti
Downtown Development Authority
Board of Directors Meeting Minutes
SPARK EAST, 215 W Michigan Ave
Thursday, September 19th, 2019- 8:30 a.m.

The Mission of the Ypsilanti Downtown Development Authority (YDDA) is to undertake district-wide improvements that have the greatest impact in strengthening the downtown areas and attracting new business. The primary goal of the YDDA is to implement positive economic, physical, aesthetic, and community changes in each of our four districts.

I. Call to Order

II. Roll Call

Beth Bashert	P	Ylondia Portis	P
Kayia Robinson	A	Athena Johnson	A
Janette Rook	A	Danielle Milner	P
Andy French	P	Ben Harrington (C)	P
Dieter Otto	P	Jen Eastridge	P

Introductions

Approval of Agenda (X*)

Andy French motioned to approve the agenda and Jen Eastridge supported the motion. The committee approved the agenda. Motion Carried.

Approval of September 19th, 2019 Minutes(X*)

Ylondia Portis motioned to approve the August 15th, 2019 meeting minutes and Beth Bashert supported the motion. Motion carried.

Public Comment (3 minutes each)

Todd from Spark East mentioned the relaunch of start your own business 2.0. Next workshop October 18th.

Staff Report/Financial Report (X)

Christopher Jacobs updated the board about Act 57, the EMU passport program, and the incentive program.

Standing Committee Reports

- **Operations and Finance Committee**
    - **Halloween Carnival Sponsorship (X*)**
      Andy French described that the operations and finance committee asked last month for the applicant to come back with a broader plan for the street closure. The Freighthouse returned with a layout of the event. Krista Jacob explained that they plan to close Cross street from Ninde to Rice to keep traffic flow into the parking lots. They plan to do a luminary craft area, an outdoor movie screening, and 20 cars for trunk or treat. They are planning on roaming entertainment, face painters, and more. They plan to decorate the alley. They also plan on a business scavenger hunt, and would like to provide a scarecrow starter kit for each business to decorate. The committee recommended a sponsorship of at least $725, with the condition that the organizers give a strong consideration to using the parking lot instead and keeping the $500 dollar deposit.

Andy French showed concern over the scavenger hunt, worried it would impede the servers in his restaurant. Discussion ensued about the scavenger hunt and how it would work.

Beth Bashert want to see the event encourage folks to come out as a family. She stressed that there should be no restrictions on kids attending the event. Kids now are customers later as well.

Beth Bashert motioned to approve the $725 sponsorship for the Halloween Carnival. Dieter Otto supported the motion. Motion passed, unanimous.

- **Ypsi Glow Sponsorship (X*)**

  Ypsi Glow was present to speak about their project. They are asking for a $2,500 sponsorship from the DDA.

Danielle Milner motioned to approve the $2,500 sponsorship to Ypsi Glow. Beth Bashert supported the motion. Motion passed- unanimous.

- **West Cross Tree Replanting (X*)**

  West Cross needs trees replanted.

  Beth Bashert stressed tree diversity, and to have a bigger focus on W. Cross in the next landscaping contract.

  Jen Eastridge suggested alternative solutions as weed barriers.

Beth Bashert motioned to approve the West Cross Tree Replanting project on condition that there is tree diversity, and no female ginko trees. Danielle Milner supported the motion. Motion passed, unanimous.

- **DDA Walking Tours (X)**

  Staff described the proposed walking tours with the city preservationist, as discussed at the operations and finance committee.

- **Act 57 Reporting Requirements (X)**

  Staff explained the Act 57 reporting requirements as discussed in the operations and finance committee.

- **Frog Island Park Movie Event (X*)**

  Staff is planning a movie night in frog island park, and is seeking a $400 in support for the event from the DDA board.

Jen Eastridge motioned to approve $400 funding to the Frog Island movie night, and Dieter Otto supported the motion. Motion passed, unanimous.

Old Business

- **EMU Passport (X)**
  - Staff reported about the EMU passport program. Participants have enjoyed the program so far. Jen Eastridge suggested to bring the passport to the student union homecoming festival.

    Ben Harrington suggested getting Student Government involved and the dorms.
- **RAC Negotiations**
  - RAC meeting is on Monday.
- **Parking Updates (X)**

- Christopher Jacobs stated that media coverage indicates this is a DDA project. Bonnie Wessler is taking over the new parking manager position with the city. The roll out starts soon once council passes the strategy.
- We received a bid for the Maple lot kiosk. It costs $112,963 to gate that lot. We need to look at a kiosk system instead..

New Business

- **209 Pearl Grant Extension (X*)**

  209 Pearl is here today because they are behind on their DDA grant requirements that was awarded to them in October of 2018. They have missed their 120 day deadline to finish after their 90 day start.

  Mark Maynard explained that the project is finally on schedule, and they finally closed their loan with Bank of Ann Arbor, which was the reason for their delay. They started construction two weeks ago. By the end of next week, the concrete will be torn out and repoured. Best case scenario, they will be open in january.

  Staff reported that this does not push MEDC timeline.

Andy French motioned to extend the grant finish deadline for 209 Pearl to March 19, 2020. Jen Eastridge supported the motion. Motion passed - unanimous.

Staff Updates : n/a

Public Comment (3 minutes each) n/a

Announcements/Comments:

Beth Bashert stated that the chair should call on comments. Public comments should be held in the beginning or the end.

Danielle Milner let everyone know about the fundraiser for RAC this sunday.

Beth Bashert is arranging Roberts Rules training for the city.

Next Meeting: October 17th, 8:30 a.m., SPARK I. Key: (*) = items requiring Board action (X) = documents attached in board packet

W. Cross St. Revenue Expenses Report

09/30/2019								
Revenues		Budgeted		YTD		Budget Remaining		% Collected
Operating Millage (1.8282)		7,560		5,656		1,904		75%
TIFA		104,197		0		104,197		0%
Total		111,757		5,656		106,101		5%
Expenses		Budgeted		YTD		Budget Remaining		% Incurred
Operating Costs		9,265		755		8,510		8%
TIFA Expenses		97,654		5,707		91,947		6%
Total		106,919		6,462		100,457		6%
Revenues Over (Under) Expenses		4,838		-806				
Fund Balance as of FYE June 2019		120,163						
Projected Appropriation for FYE June 2019		4,838						
Projected Fund Balance June 2020		125,001						
*both TIF and Operating Reserves								

Depot Town Revenue Expenses Report

09/30/2019								
Revenues		Budgeted		YTD		Budget Remaining		% Collected
Operating Millage (1.8282)		8,342		9,925		-1,583		119%
TIFA		110,454		0		110,454		0%
Total		118,796		9,925		108,871		92%
Expenses		Budgeted		YTD		Budget Remaining		% Incurred
Operating Costs		7,136		589		6,547		8%
TIFA Expenses		100,024		10,976		89,048		11%
Total		107,160		11,565		95,595		11%
Revenues Over (Under) Expenses		11,636		-1,640				
Fund Balance as of FYE June 2019		137,798						
Projected Appropriation for FYE June 2019		11,636						
Projected Fund Balance June 2020		149,434						
*both TIF and Operating Reserves								

Downtown Revenue Expenses Report

09/30/2019								
Revenues		Budgeted		YTD		Budget Remaining		% Collected
Operating Millage (1.8282)		35,074		23,903		11,171		68%
TIFA		266,994		6,500		260,494		2%
Total		302,068		30,403		271,665		10%
Expenses		Budgeted		YTD		Budget Remaining		% Incurred
Operating Costs		23,755		2,510		21,245		11%
TIFA Expenses		278,298		18,009		260,289		6%
Total		302,053		20,519		281,534		7%
Revenues Over (Under) Expenses		15		9,884				
Fund Balance as of FYE June 2019		95,601						
Projected Appropriation for FYE June 2019		15						
Projected Fund Balance June 2020		95,616						
*both TIF and Operating Reserves								

YDDA Revenue and Expense Report

09/30/2019								
Revenues		Budgeted		YTD		Budget Remaining		% Collected
Operating Millage (1.8282)		50,976		39,484		11,492		77%
TIFA		481,645		6,500		475,145		1%
Total		532,621		45,984		486,637		9%
Expenses		Budgeted		YTD		Budget Remaining		% Incurred
Operating Costs		40,156		3,854		36,302		10%
TIFA Expenses		475,976		34,692		441,284		7%
Total		516,132		38,546		477,586		7%
Revenues Over (Under) Expenses		16,489		7,438				
Fund Balance as of FYE June 2019		353,562						
Projected Appropriation for FYE June 2019		16,489						
Projected Fund Balance June 2020		370,051						
*both TIF and Operating Reserves								

City of Ypsilanti DDA Staff Report September-October 2019

Website: Staff continues to update business directory and available properties. Staff is continuing to update website and add projects.

Community Outreach and Partnerships: Staff routinely meets with business owners to discuss their needs and to inform them on DDA updates and with new businesses to discuss where to locate.

Downtown Dumpster Management: Staff is promoting the system and conducting weekly maintenance on the enclosures.

Press/Communications: We have been working to promote new businesses and events on the DDA's Facebook Page on a regular basis. Photos of businesses are being highlighted.

YDDA Bookkeeping and Budget: Staff continues to monitor the budget and make recommendations to the Operations and Finance Committee as necessary.

Streetscape Maintenance: WHCanon is fulfilling the streetscape maintenance contract. West cross trees have been planted

Grants: Work is underway for most of the grants awarded in the last two cycles. Staff has processed a new application from 511 W. Cross

New Businesses: Moody Tees

Businesses Closing: Bona Sera Restaurant

Staff Hours for Sept-Oct.

Christopher–Meeting of business owners, Budget preparation, DDA outreach, DDA board and committee meetings, business attraction, partner meetings, marketing, website outreach, grant outreach, implementation of new DDA reporting requirements, dumpster maintenance, - 60 Hours

Elize – Business check-ins, meeting coordination, DDA dumpster maintenance, payment processing dumpsters, website content creation and distribution , processing grant applications, DDA board and committee meeting minutes, promote DDA news and businesses via social media, special projects, mapping - 100 Hours

Bonnie –social media support, mapping and website help – 12 Hours

Joe – DDA guidance – 10 hours

Notable Projects

DDA/ EMU Passport Program

Depot Town Signage project completed

Shops local program ready to launch

Cigarette Recycling due to begin in the next few weeks.

September

	AMOUNT	W. CROSS	DEPOT TOV	DOWNTOW	LINE ITEM	DESCRIPTION
TinkerTech	$ 1,500.00	$ 330.00	$ 345.00	$ 825.00	TIF Projects	custom boxes
WHCanon	$ 500.00			$ 500.00	Waste Management	Dumpster Cleanout
WHCanon	$ 3,822.14	$ 840.87	$ 879.09	$ 2,102.17	Streetscape Maintenance	Sept. 2019
Waste Man	$ 380.60			$ 380.60	Waste Management	9/1-9/30 N. Huron Lot
Waste Man	$ 450.83			$ 450.83	Waste Management	9/1-9/30 S. Huron Lot
Waste Man	$ 562.40			$ 562.40	Waste Management	9/1-9/30 N. Adams Lot
WHCanon	$ 750.00			$ 750.00	Streetscape Maintenance	Bed Renovation
Total	$ 7,965.97	$ 1,170.87	$ 1,224.09	$ 5,571.00		

City of Ypsilanti
Downtown Development Authority
Operations & Finance Committee Meeting
Wednesday October 9, 2019 – 8:30AM
SPARK East 215 W Michigan Ave

I. Call to Order:

II. Roll Call

Andrew French	P	Ruth Ann Jamnick	P
Zachary Schultz	P	Danielle Milner	A
Patton Doyle	P	Jared Walfish	A
Jen Eastridge	P		

III. Approval of Agenda (X*)

Patton Doyle motioned to approve the agenda and Ruth Ann Jamnick supported the motion. The committee approved the agenda. Motion Carried.

IV. Approval of Minutes (X*)

Patton Doyle motioned to approve the September 11, 2019 meeting notes and Jen Eastridge supported the motion. Motion carried.

V. Audience Participation: n/a

VI. Old Business:

EMU Passport Program (X)

The EMU passport program is going well. There have been five completed passports turned in so far. Staff is working on finding ways to put it in more peoples hands.

Jen Eastridge suggested attending the EMU Homecoming event this Friday to hand out the passports.

Ypsi Shops Local Incentive (X)

Ypsi shops local boxes have been made by TinkerTech and the boxes will be distributed shortly.

Goal Setting Retreat Outcomes (X)

Staff updated the committee about the goal setting retreat.

Andy French stated that an important question to answer is still, "What is our purpose?" Is it events, parking or something else? What do we want to do very well? Times have changed.

VII. New Business:

Redevelopment Liquor License Thompson Block (X*)

The DDA has first consideration for a redevelopment liquor license for Thompson Block

Ruth Ann Jamnick stated that is would be foolish not to support a RLL at the Thompson Block.

Patton Doyle motioned to recommend approval of the Redevelopment Liquor License to the Thompson Block. Ruth Ann Jamnick supported the motion. Motion passed, unanimous.

Volunteer Appreciation Event

The chair of the board would like to do a volunteer appreciation event that includes catering, mock awards, public recognition, etc. This event might be able to be connected to Depot town.

North Adams Lot Security Camera (X*)

Staff has received three quotes for camera installation.
The camera would need to be mounted on a pole rather than a building in order to get enforceable quality video.
Andy French does not like the idea of spending money when the police won't enforce dumping. Enforcement is the answer.
Another solution is Trash patrol. The DDA would find a person to go out every day for a few hours and clean the dumpster enclosures. There are issues with payroll.
Adopt a dumpster program was considered, but relying on volunteers is not sustainable. This would be a job for a college student.
It was suggested that the DDA give a business the option of exchange of usage for cleaning.
The long term solution is that we need the police to support us.
Ruth Ann Jamnick would like to invite chief to talk to the DDA.
Jen Eastridge suggested public art as a deterrent.
If were not getting police support we should be collecting more information with a cheaper camera, to catch and start a conversation with known dumpster abusers..

Holiday Programming by District

Depot Town Tree lighting to cost $3200. The event attracted a lot of participants last year.

Jen Eastridge motioned to recommend approval of $3200 for the Depot Town Tree Lighting event. Ruth Ann Jamnick supported the motion. Motion passed- unanimous.

Downtown will have similar lights up and down Michigan Ave.
Lighting the Water Tower on West Cross was explored, but there is construction on the structure through November and YCUA did not clear it.

Cost Sharing Application Edits (X*)

Staff would like to add cigarette butt recycling containers to the cost share list, and raise the cost of bike racks to $75 per loop.
Jen Eastridge added that she would like images of the items on the application.
Patton Doyle stated that cigarette butt receptacle rates should be higher for labor of emptying.
Andy French added that the application should have language that suggests that when a cost shared item needs to be replaced, the DDA can make the call. The ownership should stay with the DDA.

IX. Proposed Business: n/a

IX. Announcements/Comments:

Danielle Milner has stepped off the committee because she filled the role of Chair of the DDA. Her position on the committee needs to be filled. Andy French thinks Athena Johnson would be great. The committee needs W. Cross representation. Bob Barnes might be a good fit.

X. Audience Participation: n/a

XI. Adjourn

Key: * = items requiring Committee action (X) = documents attached in packet

YPSILANTI DDA
Downtown Development Authority

Holiday Programming by District

YPSILANTI DDA
Downtown Development Authority

North Adams Lot Security Camera

Security Camera System Options **12 N Adams, Ypsilanti, MI 48197**

Ranking	Name	Website	Cost	Pros	Cons
	Michigan Camera Systems	https //www.michigancamerasystems.com/		Installation High-res cameras Recording located in Michigan good reviews	Called to get a quote guy said he would have one ready. Never got back to me and whenever I tried to re-contact it brought me to voicemail
	Allstar Alarm LLC	https //www.allstaralarmllc.com		Very good history of clients including Zingermans Deli & Lululemon based out of Whitmore Lake	Found out after calling that they do not support remote systems.
2	Security Designs Inc.	https //www.securitydesigns.com	$ 6,854.38	They are licensed in security good reviews located in Livonia	Couldn t find reviews outside of Google or their website. he seemed a little lackluster during the quote.
	Northstar Installation LLC	http //northstar-installation.com/		Top Rated on Thumbtack	Was 45 minutes late to the scheduled quote then told me he was not qualified to do this project.
	Video Surveillance	https //www.videosurveillance.com/cities-and-towns.asp			Never responded after several emails and voicemails
1	Advanced Sat	https //www.advancedsat.com	$ 8,100.00	He is from Ypsilanti and has worked on the last parking lot project. To me seemed like the most experienced and educated out of all the people I quoted with	Previous project didn't go so well while working with Wireless Ypsi
	IdentiSys	https //www.identisys.com		Nationwide security company	Guy who does quotes for Michigan is on vacation till next week
	Peek-a-boo Surveiallance	http //www.peekaboosurveillance.com/			Never responded
OTHER					

Allstar Alarm LLC

October 4, 2019

City of Ypsilanti
1 Adams
Ypsilanti MI 48197

Dear Craig,

Thank you for the opportunity to quote your Camera system. This proposal includes the following:

CAMERA SYSTEM

- One (1) HIK-Vision 4 Chanel 2TB NVR
- Three (3) HIK-Vision 4MP 4MM High Definition Cameras
- Two (2) Bridges
- One (1) POE Switch
- Three (3) Mounting Boxes for the Cameras
- Wire & Hardware

Install Price: $3,483.00 (includes tax)
Service Agreement: $25.00 Trip charge; No-charge on parts or labor on all service calls $28.00 per month.
50% due upon acceptance; remaining 50% due at completion

NOTES

1. Installation of conduit is not included in this proposal. CCTV system wiring will be installed exposed or above drop-ceilings using electrical code-approved mounting hardware. If conduit is required and/or desired, please contact you preferred electrical contractor for pricing or required conduit could be installed by Allstar Alarm on a time-and-material basis
2. An always-on Internet connection must be provided for over-network and/or remote viewing and connection to customer network will be necessary. Assistance with selection of open port on customer network switch as well as IP address set-up with your network administrator will be required.
3. Internet service and router equipment is the responsibility of the customer and is not included in the Installed Prices listed.
4. Customer (City of Ypsilanti) to install a pole that is at least 15 feet high 6 inches wide and have a 110 outlet in fenced area that they want the Cameras mounted.

Allstar Alarm LLC

Please call me with any questions or let me know to proceed-I look forward to hearing from you soon.

Sincerely,

Dave Csatari

Dave Csatari

Accepted By _____ Date _____

8345 Main St., Whitmore Lk. MI, 48189 | (734-478-1005) dcsatari@allstaralarmllc.com

YPSILANTI DDA
Downtown Development Authority

Thompson Block Redevelopment Liquor License

CITY OF YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

TO: YDDA BOARD

FROM: CHRISTOPHER JACOBS

SUBJECT: REDEVELOPMENT LIQUOUR LICENSE APPLICATION – 412 N. RIVER ST/THOMPSON BLOCK

DATE: 10/15/2019

CC:

Thompson Block has turned in an application for a Redevelopment Liquor License (RLL) from the State of Michigan.

The review process as approved by the DDA states that when an application for an RLL is turned in to the City Clerk's office, that it be directed to the DDA to review. The DDA will review the application at the appropriate committee level and make a recommendation to the full DDA board. If the recommendation is to approve/support the application, the YDDA board will review and formally vote on. If this is approved by the full board, it will be directed to the City Clerk and appropriate departments to forward to City Council for their consideration when deliberating a request to the Liquor Control Commission (LCC).

Per the approved DDA policy I have reviewed the submitted materials and created a bullet point list of what was provided. The applicant has responded to staff on all inquiries and provided as much information as they could.

1. Evidence that the applicant has the right to possess the premises.
    - The applicant has provided a copy of the signed lease and deed.
2. The applicant must meet all the requirement of PA 501 which include that it is engaged in dining, entertainment, or recreation, is open to the general public not less than 10 hours a day, 5 days per week, and has a seating capacity of not less than 25 persons.
    - The applicant has indicated that they will provide seating for more than 25 persons.
    - We generally know to be true that the business is a restaurant that is open at least 10 hours a day, 5 days per week, but this is not explicitly stated in the application.
3. For a proposed business, the applicant must demonstrate how the issuance of a license would prevent further deterioration in the DDA and promote economic growth.
    - Creating new employment opportunities for dozens of staff.

- Adding tax value through the purchase of new equipment – the law has changed on how personal property tax is generated so it is hard to judge this one.

4. The location is in compliance with the Zoning Ordinance.

    - The building is zoned Center for which a restaurant is a by-right use.

5. Supply Certificate of Occupancy.

    - The applicant has provided a copy of the C of O from the City of Ypsilanti's Building Department.

6. Supply evidence that all taxes are current.

    - The applicant has provided proof that the taxes have been paid on the building.

7. Supply a written statement that the applicant will not violate any laws of the State of Michigan or ordinances of the City of Ypsilanti.

    - This was provided in the application.

8. Supply a written statement that the applicant understands the City of Ypsilanti ordinance prohibiting public nudity.

    - This was provided in the application.

9. Supply documentation that there has been an investment of at least $75,000 for the rehabilitation or restoration of the building. This may include furniture, fixtures, and equipment.

    - The applicant provided estimates of work to be completed making the total project investment well above the $75,000 threshold.

10. Supply documentation that neither an on-premise escrowed license or quota license is readily available under a standard of economic feasibility, as applied to the specific circumstances of the applicant.

    - The applicant has provided the necessary documentation in the application.

11. The applicant must acknowledge that the business will remain at the existing location while possessing the RLL and acknowledge the license is not transferable to another location.

    - This was acknowledged in the application packet.

DDA Liquor License Checklist

PRELIMINARY INFORMATION

- A DDA Liquor License is required for locations that fall within the Downtown Development District. Licenses will be reviewed by the respective District Boards before being recommended to City Council. To verify if your business is located in the DDA, check the Map available on the DDA webpage.
- City Council approval is required for all Redevelopment Liquor Licenses. Requirements for approval have been mandated in the DDA Policy.
- Some Liquor License applications require Planning Commission approval before being signed off on by the Planning and Development department. For more information please contact the Planning and Development Department at 734.483.9646.
- Applications should be submitted as early as possible to assure that they are processed fully before the proposed opening date. Timeline:
  - Application will be reviewed by 6 departments within the City of Ypsilanti, this process can take 30-90 days to complete. DDA board only meet once a month so applications may take longer depending on when they are submitted.
  - Once the application has been reviewed by the DDA it must be presented to City Council for approval.
    City Council meets two times a month on the first and third Tuesday
  - After approval by City Council the application will be forwarded to the State Liquor License department for processing.

CHECKLIST

☐	File paperwork with the Washtenaw County Health Department or Michigan Department of Agriculture & Rural Development respectively.
☐	Requirements before applying: - Be engaged in dining, entertainment or recreation at least 5 days a week. - Be open to the general public at least 10 hours a day, 5 days a week. - Have a seating capacity of at least 25 people.
☐	Completed City of Ypsilanti Liquor License application.
☐	Non-refundable application fee.
☐	Completed State of Michigan Liquor License application.
☐	A letter stating the benefits of the business to the DDA District. A business statement may be submitted as evidence of benefits.
☐	Supply a written statement that the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

☐	A notarized affidavit noting all attempts made to acquire an escrowed license and responses, this may include e-mail or telephone documentation. A list of all currently escrowed licenses along with copies of letters sent to each license holder and copies of the certified mail slips, copies of any envelopes returned as undeliverable. If an available license is not economically feasible applicants must provide documentation as to the scope of the operation and why it is not feasible.
☐	Proof that at least $75,000 has been expended for the rehabilitation or restoration of the building over a period of the preceding five years, or commit capital investment of at least $75,000 that will be expended for the building before the license is issued. Examples: - Lease agreement indicating lease hold improvements. - Contract agreement for construction with estimated costs.
☐	Applicants will be contacted by a representative from the DDA board with the time and location of the respective meetings.
☐	Fire Inspection – applicants will be contacted by the fire department after the application has been submitted to schedule a fire inspection.

City of Ypsilanti
Office of the City Clerk

APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE

Full Name: NPBC Ypsilanti, LLC Manager,Jon A. Carlson **Date of Birth:** [redacted]

Home address: [redacted] **Apt.#** _____

City/State/Zip code: Ann Arbor, MI 48105

Home phone: ([redacted]) _____ **Business Phone:** ([redacted]) _____

Email address (optional): _____

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

NPBC, Inc

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 400 River North, Ypsilanti
(Attach legal description of the premises)

Name and Address of Premise Owner: [redacted]

Address **City/State/Zip code**

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Class C

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

Dance, Entertainment, SDM, Add Bar, Sunday Sales AM & PM
Outdoor Service Area

SUPPLY WRITTEN EVIDENCE: That the Applicant has the right to possess the premises from the property owner.

SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR: That the location is in compliance with the Zoning Ordinance.

SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL: That the structure and premises is in compliance with local code provisions.
SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER: That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

SUPPLY A WRITTEN STATEMENT: That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

SUPPLY A WRITTEN STATEMENT: That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY): That the applicant has invested at least $75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least $75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.

- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.

- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.

- Redevelopment Applicants:
    - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
    - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
    - I affirm that I have invested $75,000 in the real property within the last 5 years, or I will invest $75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- o I affirm that at least $75,000 was invested or will be invested in the property by 1/1/19, and that the liquor license may issue on or after that date.

Signature of Applicant: [redacted]

Signature of Applicant: _____

Signature of Applicant: _____

IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.

Signature of Current License Holder: _____
Date

For the City Clerk's Office Staff only:

Date application submitted: _____ Staff's Initials: _____

Routed for approval by the following departments: Date: _____

For Department Approval:

_____Building _____Zoning _____Fire Dept. _____ Police Dept.

_____Assessor _____Treasurer _____City Attorney _____ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.

10/17/2019

Downtown Development Authority of the
City of Ypsilanti
County of Washtenaw, State of Michigan
RESOLUTION TO APPROVE THE
REDEVELOPMENT LIQUOR LICENSE FOR 400 N River

The following preamble and resolution were offered by ___ and supported by _____.

WHEREAS, Jon Carlson, owner of NPBC Ypsilanti LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a New Class C license with a Dance/Entertainment permit, A New Class C license, as defined by MCL 436.1521(a)(1)(b), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 400 North River St, Ypsilanti, MI 48198, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for NPBC Ypsilanti LLC will duly noticed and held on November 5th, 2019

NOW, THEREFORE, BE IT RESOLVED THAT the request of Jon Carlson owner of NPBC Ypsilanti LLC for the property located at 400 North River be approved contingent upon approval by the Washtenaw County Health Department.

AYES:

NAYS:

ABSTAINED:

YES: NO:

YPSILANTI DDA
Downtown Development Authority

YDDA Walking Tours

YPSILANTI DDA
Downtown Development Authority

Y si Sho s Local ncenti e

Ypsi Shops Local

YPSILANTI
DDA
YDDA Incentive Program
Leave your receipts with your contact information written on the back in the box for a chance to win!
More info at ypsilantidda.org/tokens

Designed and fabricated by:
tinkertech
216 W Michigan Ave
Ypsilanti, MI 48197
www.tinkertech.io

City of Ypsilanti
Downtown Development Authority
Grants Committee Meeting Minutes
Wednesday, September 25, 2019 – 8:30 a.m.
215 W. Michigan Ave – SPARK East

I. Call to Order
II. Roll Call

Janette Rook	P	Dieter Otto (C)	P
Jen Eastridge	P	Kory Scheiber	P
Richard Murphy	A		

III. Introductions: N/A
IV. Approval of Agenda (X*)
Kory Scheiber motioned to approve the agenda and Jen Eastridge supported the motion. The committee approved the agenda. Motion Carried.

V. Approval June 11, 2019 Minutes (X*)
Kory Scheiber motioned to approve the June 11, 2019 meeting notes and Jen Eastridge supported the motion. Motion carried.

VI. Audience Participation: N/A
VII. Old Business:
2018-2019 Grant Projects Outstanding

- **o 101 W Michigan** is well underway and scheduled to be finished on time.
- **o 100 W Michigan** has found out that the brick under the metal cladding is no good. Will likely need to file for a grant extension.
- **o 209 Pearl** has received an extension from the DDA board and is under construction.
- **o Ypsilanti Food Cooperative** has also received an extension from the board and will be starting shortly.

2019-2020 Grant Agreements

The only grant agreement not signed is from the Ypsilanti Auto Museum. They informed staff that it takes about a year to order the historical marker and have it delivered. They would not be able to meet the grant deadlines because of this.

Jen Eastridge motioned to recommend extending the start date of the grant for the Ypsilanti Auto Museum to one year from today. Supported by Kory Schreiber. Motion passed-unanimous.

VIII. New Business
West Cross Grant Application (X*)
511 W. Cross is applying for $30,000 to help completely restore their building. The owner is new. The total cost for the proposed project is $100,560. Eligible proposed improvements include: New trim and seal for exterior windows. Stucco repair and paint, grade correction for water

drainage, 350 linear feet of downspout drainage, replace two exterior doors, build an awning, removal of wood structure from the front of the building, replacement of drywall, interior paint, seal leaks in the plumbing system. Ineligible items on the proposal are remediating mold and installing mold control systems, and structural plans permit costs.
Because the work was not itemized completely, staff was only able to identify $52,660 as eligible expenses, which would bring the grant from the DDA to up to $26,330.
The committee expressed concerns over whether the work included ADA compliance, and needs clarity of eligible expenses from the applicant.

Janette Rook motioned to recommend approval of the Facade and Rehab grant to 511 W. Cross, pending itemized details on eligible expenses, and Jen Eastridge supported the motion. Motion passed- unanimous.

New Grants Committee Membership
Staff asked committee to come up with good candidates.
VIII. Proposed Business:
Staff expressed concern with grant agreement signing gaps. It has been taken advantage of in the past.

Kory Scheiber motioned to change the policy that an awardee must sign the grant agreement within 30 days of the board awarding the grant, or the grant must be returned. Supported by Janette Rook. Motion passed - unanimous.

IX. Announcements/Comments: N/A
X. Public Participation: N/A
XI. Next Meeting: TBD

Key: (*) = items requiring Board action (X) = documents attached in board packet

YPSILANTI DDA
BUILDING REHABILITATION AND FAÇADE PROGRAM

Application Form

Ypsilanti DDA
1 S. Huron
Ypsilanti, MI 48197
734.4829762

1. Applicant Information

Name: VLAD TARALUNGA

Business Name: KV 511 W CROSS LLC

Business Address: 3333 DALEVIEW DR, ANN ARBOR, MI 48105

Home Address: 3333 DALEVIEW DR, ANN ARBOR, MI 48105

Business Phone: [redacted] Home Phone: _____

Email: [redacted]

2. Project Information

Building Location: 511 W CROSS ST, YPSILANTI, MI 48197

Business(es) Located in the Building: NONE AT THE MOMENT

_____

Building Age/Date Built: 85 years / 1934

Current Zoning: SPLIT Building SEV: $37,900

Owner of Record: KV 511 W CROSS LLC

If Leased: Years Left on Lease: _____ Renewal Term: _____

3. Project Description

Describe in detail the proposed scope of work including design firm selected if applicable. In describing the project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet in necessary.

SEAL EXTERIOR TO PREVENT WATER FROM COMING INSIDE, REMOVE INTERIOR MOLD, RENOVATE INTERIOR AND PREP FOR BUSINESS USE, RENOVATE AND MODERNIZE BUILDING FAÇADE.

Anticipated Construction

State Date: 8/6/2019 Completion Date: 1/14/2020 Total Project Cost: $100,560.00

Total funds requested from YDDA: $30,000.00

4. Building Information

Will the project result in a change of use for the building? Yes_____ No X

What will the uses of the building be after the project in completed?

1st Floor: COMMERCIAL SPACE

2nd Floor: RESIDENTIAL APARTMENTS

3rd + Floor(s): _____

5. Other Required Documentation

a. Property deed with legal description of property
b. Proof that all property taxes are paid and current
c. Proof of property and liability insurance
d. Copies of Lease
e. Project budget
f. Two (2)-contractor quotes/construction bids for total project
g. Photographs of proposed project site
h. Rendering of completed project (for façade only)

I / We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the YDDA Building Rehabilitation Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the YDDA.

The applicant further certifies that he/she has read and understands the YDDA Building Improvement Program Guidelines. If a determination is made by YDDA staff that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the YDDA and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all YDDA funding commitments are contingent upon the availability of program funds.

The applicant understands that Construction must commence within 90 days of approval for funding, verified by a YDDA award letter, and be completed within 120 days after construction start date, as verified by the YDDA. Requests for time extensions must be submitted in writing and will only be approved upon the express written consent of the YDDA.

Signed this 2ND day of SEPTEMBER, 20 19

By: VLAD TARALUNGA, MEMBER

KV 511 W CROSS LLC

[redacted]

ATTACHMENT TWO

General Design Guidelines

1. 1. Changes to the façade of the buildings will not remove, alter, damage or cover up significant architectural features of the building which are original or which reflect a major alteration that is itself architecturally coherent, or which help create a unified and attractive appearance to the building.

2. Changes to the façade of buildings will either; 1) partially or fully restore to the appearance of the building based on actual evidence, including photographs, written documentation, data on the building or site or other data, or 2) represent a modern treatment which blends into and is compatible with the building and adjoining buildings.

3. In general, the Grants Committee will encourage repair and preservation of existing features of facades, unless alterations to these facades have resulted in an incoherent, unattractive or inharmonious appearance. While encouraging correction of such alterations, the committee will advocate minimal alterations of harmonious features.

4. For facades which have previously been substantially altered and for which a modern treatment is chosen, such a treatment will conform with the features, materials, rhythms, color and general appearance of the building and those adjoining, particularly if the building is one in a row of buildings with identical or similar design features.

5. Paint colors will either be based on original colors obtained from paint samples on the buildings, or be compatible with adjoining buildings and colors on W. Cross Street. Trim colors, which highlight building details, will be encouraged. Spectacular colors will be avoided.

6. The size, color and shape of a sign should complement the building and add to the historic flavor of the area.

7. The surface cleaning of the structures will be undertaken with the gentlest of means possible. Cleaning methods that damage the historic building materials, particularly sandblasting, shall not be undertaken.

8. Any alterations to a building's façade first must obtain consent by the Historic District Commission to ensure that all alterations follow HDC guidelines (if applicable).

I/We certify that I/We have read and understand the above design guidelines.

[redacted]
Applicant

9/2/2019
Date

ATTACHMENT FIVE

Cooperation Agreement for Building Rehabilitation and Facade Program

If the project for which this application is submitted is approved for funding by the Board of Directors of the YDDA, the applicant shall cooperate with the YDDA in furtherance of its fundamental goal of halting property value deterioration, eliminating that deterioration, and promoting economic growth and vitality within the Downtown Development Area by:

- Participating in YDDA sponsored tours of Downtown
- Working with the YDDA on business development programs.
- Committing where possible to uniform store hours
- Participating in downtown promotion
- Design review for any changes to the facade

[redacted] / Applicant

3/2/2019
Date

ATTACHMENT THREE

Economic Impact

Please use this sheet to answer the following attach additional sheets as necessary:

1. Project Start Date: 8/6/2019 Completion Date: 1/14/2020
2. How will the applicant ensure the project happens in the time projected?
   THE COMPLETION DATE IS FAIRLY CONSERVATIVE.
   PHASES I AND II OF THE PROJECT (4 PHASES TOTAL) COMPLETED AS OF 3/2/2019
3. Will the project increase property and personal taxes?
   NOT SURE
4. Will the project create jobs?
   If so, number of temporary? Number of permanent?
5. Does the project activate a vacant store front?
   YES
6. Is the project helping an existing business expand?
   POTENTIALLY
7. Will the award of this grant help a new business start in the DDA?
   POTENTIALLY
8. What percentage of the project is the applicant requesting funds for?
   30%
9. How will the project benefit the DDA district?
   ACTIVATE VACANT STORE FRONT
   RENOVATED AND MODERNIZED BUILDING FAÇADE
10. What special factors should the DDA should consider when reviewing this application?

Applicant [redacted] Date 3/2/2019

ATTACHMENT FOUR (for Façade Grants Only)

Please submit the following information in Exhibit B:

- Color photos of the existing facades.
- Sample materials (glass, cornice detail, trim, colors, etc.).
- Proposed project timeline.
- Letter of permission from the property owner if not the applicant.
- Proof that all applicable taxes are up to date on the property.

Eligible Projects:

The following façade improvements are eligible for grant funding:

- Woodwork and architectural metal repair, cleaning, restoration, painting or replacement.
- Masonry repairs, tuck pointing, or low pressure cleaning.
- Exterior painting.
- Window and door repair, restoration, repainting, or replacement.
- Cornice or parapet repair, restoration, or replacement.
- Awning repair, restoration, or installation.
- Exterior lighting fixtures.
- Exterior lighted and two-dimensional signage.
- Removal of after-installed facades along with restoration of vintage elements.

Project Description:

DESCRIBED IN DETAIL IN PHASE IV OF THE GENERAL CONTRACTOR CONTRACT
WILL PROVIDE ARCHITECTURAL DOCUMENTS AS WELL

Applicant [redacted]

Date 9/2/2019

PYRAMID CONSTRUCTION INC

2311 Merrill Ave Ypsilanti MI 48197

Project:

511 W Cross st Ypsilanti

Proposal 9513

Item description	Price
PHASE ONE	
Waterproofing the building: 1. Roof waterproofing - Install correctly the new two flashings for plumbing vents - Install counter flashing at the chimney (8 linear feet of counter flashing) - Install 13"X13" chimney cap 2. New window seals and exterior trims for six windows 3. Fix the cracks in the stucco and paint the west part of the building and the back part of the building – 2500 square feet of exterior wall. 4. Provide and install 10 new downspouts – 350 linear feet of down spout drainage 5. Correct the grade on west/south and east side of the building for water drainage. Also we will provide a 4" drainage pipe for the first three downspouts from the west side of the building. 6. Install power vent for the crawl space area for ventilation and humidity control in the basement.	 350.00 300.00 200.00 1,650.00 4,500.00 1550.00 4,650.00 1,200.00
Reconstruct the stringers for the stairs for the basement.	2,500.00
Subtotal phase one	**16,900.00**

PHASE TWO	
We will remove all the damaged floors and dispose of it. 2,200 square feet of glued laminate floor. We will remove all damaged drywall from the commercial space. We will install 6 mil vapor barrier and we will insulate the exterior walls in the crawl space. Wash all the building components with diluted chloride to remove all the mold in the basement and crawl space area	19,500.00
Remove and destroy mold and mold spores with Concrobium Mold Control substance, Vaporize Concrombium to treat and control mold for the entire first floor and crawl space	8,700.00
Subtotal phase two	**28,200,00**
PHASE THREE	
Wash the entire basement area with diluted chloride, including floor beams, walls, and floor. Vaporize concrombium for the entire basement area. We will remove all the cement debris from the crawl space (2X20 yards dumpsters) Remove the damaged layer of subfloor (½" OSB) and replace it. (850 square feet) Remove the ¾ OSB only where the floor was damaged by water. (220 square feet) Open all floor drains for proper drainage of floor water to the sump pump.	17,500.00
Replace and fix the drywall in the water affected area Provide oil base primer for the entire first floor 5,200 square feet of wall and ceiling Provide paint for the entire floor 5,200 square feet of wall and ceiling	9,000.00
Fix the leaks in the plumbing system and seal with new paint the entire visible fire suppression system.	4,500.00
Subtotal phase three	**31,000.00**
PHASE FOUR	
Replace two exterior doors that are damaged, replace the locks. Materials allowance Labor	350.00 600.00
Build an awning for the front of the store to match the store located on - Wood structure built according to the design - Install metal roof on the awning. - Install wood siding on the sides and the ceiling of the awning. - Materials - Labor	1,800.00 3,200.00

Store front remodeling - Structural plans and permits	2,200.00
- Structural modifications We will remove and dispose of the old windows and the front door. We will remove the wood structure from the front of the building and the hard stucco installed on it. We will make the opening according to the architectural drawings.	9,500.00
- Stucco repairs and painting We will install new stucco on the front of the commercial space.	3.500.00
We will provide matching paint on the new stucco to match the four sides of the building.	1,000.00
- Windows and commercial door provided by Henderson Glass. RC - Materials	5,260.00 RC
- Labor 25,410 VT	3,000.00
Subtotal phase four **deduct $5,000 deposit from ~~30,410.00~~**	~~**25,410.00**~~ 20410
Total	**100,560.00** VT

This agreement is made this 02 day of AUGUST 2019 by and between VIAN DAMAUMEA heren called the owner and **PYRAMID CONSTRUCTION Inc** herein called the Contractor for a project at **511 W Cross st** in Ypsilanti Mi, 48197. The Contractor and the Owner agree as follows:

ARTICLE I
CONTRACT DOCUMENTS

1.1. **Contract Documents**. The Contract Documents consists of this Agreement, Plans, Specification, Allowance Schedule, & New Home Owner Warranty Act and addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications and Change Orders issued after the execution of this Agreement; these form the Contract and are incorporated herein by reference. The terms of this Agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the Plans and the Specifications, the Specifications shall govern.

1.2. **Change Orders**. Without invalidating this contract, the Owner may request changes in the work and at the contractor's discretion the contractor may perform the work. Changes or overages to the home should be in writing and agreed upon by the owner and the contractor.

Overages, if any, will be due at the time of authorization of the change. In the event that the owner makes changes without knowledge or agreement of the cost of the change or without the Contractors knowledge of the change or the amount of the change, the owner will be responsible for the change.

If the change reduces the cost, the Owner will receive a credit, but the Contractor's supervision and overhead expenses and profit will not be reduced. Any additional cost shall be paid for prior to installation, and the construction loan account may not be used to pay for changes. The Owner agrees to make requests concerning any changes, additions, or alterations in the work to the Contractor, and the Owner agrees not to issue any instructions to or otherwise negotiate for additional work with, the Contractor's subcontractors or employees. Any Owner may sign the change order on his or her behalf and on behalf of the other, and the signature shall be binding on all
Owners.

ARTICLE II
SCOPE OF THE WORK

2.1 **The Work and Construction Standards.** The Home to be built pursuant to this Agreement will be built according to the Plans and Specifications provided by the Owner and will comply with the building code that is in affect at the time this agreement is signed. Any changes to the Contract Documents required as a result of any changes in applicable codes shall be the responsibility of the Owner.

2.2 **Owner's Work.** Owner agrees not to perform any work at the Home until after contractors' completion and final payment.

2.3 **Changes by Government Order.** Any changes in plans or specification required by any government or inspector which increases the cost of construction will be an additional cost and will be paid for by the Owner. Any Order of any government prohibiting or stopping construction will excuse the obligation of contractor to compete the work. If the entry of the government order was not the fault of Contractor, Owner will pay to Contractor the actual costs plus profit and overhead for any work contracted or performed by the Contractor at the time of the government order.

ARTICLE III
CONTRACT PRICE AND PAYMENTS

3.1 **Contract Price.** The Owner agrees to pay the total Contract Price for all labor and materials furnished and work performed by the Contractor **Price: (100,560.00)** subject to additions and deletions by Change Order.

3.2 **Allowances**. The allowances include both materials delivery, installation, and sales tax unless expressly noted otherwise. The parties agree that the allowances are not to be construed as bids by the Contractor and that the allowances may vary from the actual cost based on the Owner's selections. If the cost of the Owner-selected materials exceeds the material allowance, the amount of the excess will be due upon selection. If the amount is less than the allowance amount, the amount will be subtracted from the final payment. See allowance sheet (Attachment I) and Specification sheet (Attachment II).

3.3 **Payments**. The contract price will be paid as follows:

Deposit: Owner to provide $5,000.00 before any construction will begin. Deposit will be credited against cost of house.

At the completion of each phase the payment shall be made promptly.

Percentage of Completion: Owner may elect to make draw payments on percentage of completion which is acceptable vs above draw schedule.

3.3.1 The Owner agrees to make the progress payments within **4 business** days of request by contractor. Payments due and unpaid shall bear interest (at the maximum legal rate) payable to the Contractor from the date the payment is due. If the Owner fails to pay the Contractor within **5 business** days of the date the payment is due, the Contractor may stop the work. The Contractor may keep the job idle until such time as payments that are due to the Contractor are paid in full.

3.4 **Acceptance, Final Payment, and Occupancy**. Upon Substantial Completion owner agrees to execute a certificate of substantial completion. Owner agrees not to occupy the Home until the contractor is paid in full.

3.5 **Partial Payment**. In the event Contractor has substantially performed the work necessary to make a particular stage draw, but one or more items have not been completed, then the contractor shall be entitled to a partial draw in the amount equal to the percentage of such stage completed by contractor.

3.6.Escrow Agreement. If the Owner is not financing the construction cost of the Home, the Owner and Builder agree to escrow the price of this Contract with any town bank (hereinafter the "Bank"). Bank will place the funds in an interest-bearing account and will pay the Builder from that account as called for by this Contract. The escrow agreement will be signed when the Owner deposits the price of this Contract with Bank. Builder is not obligated to commence work until the deposit is made and the escrow agreement is signed.

ARTICLE IV
TIME AND COMPLETION

4.1 **Commencement**. The Contractor will commence work after execution of this agreement, after owner satisfies documentation of loan commitment and deposit as required by contractor when applicable. Substantially completion to be **within approximately 167 calendar** days, which will start on August 6 2019 and finish on January 14 2020.

Project will be completed on or before January 14 2020. If the project is completed before this date contractor will collect a $1000,00 bonus beyond this contract.

If the project is delayed (because of the contractor) the contractor will lose $1000/week from this contract.

Changed orders will add time to the deadline of this contract.

4.2 **Substantial Completion**. Substantial completion occurs when all work is complete and the owner and property manager had the chance to inspect the property.

4.3 **Delays**. In the event that there is a delay in work due to a government agency, weather conditions, labor shortages, material shortages, change orders, Owner delays, acts of war, acts of terrorism or acts of God, the date of completion shall be extended accordingly.

4.4 **Punch List**. Owners are to give a punch list to Contractor **within 5 working days** after substantial completion, or upon notification by the Contractor. Contractor will have 10 working days to complete this punch list. Thereafter, Owners and Contractor shall agree on a final punch list within **10 working days of Owners Occupancy**. Any and all items not listed on the final punch list will be deemed accepted and thereafter are only subject to the New Home Warranty Act. Paint touch ups will not be accepted on the punch list after owners move into the residence.

4.5 **Occupancy**. Occupancy of the Home by the Owner shall be deemed to be unconditional acceptance of the Home by Owner and shall release the Contractor from any further obligations pursuant to this agreement EXCEPT 1) completion of Punch List items which could not be completed within the time allowed, and, 2) warranty obligations.

ARTICLE V
WARRANTY

5.1 **Limited Warranty**. The contractor provides 18 months warranty for all the work we are doing. Materials warranties are provided thru the manufactories.

5.2 The Owner waives any claim against Contractor for any loss or damage caused by soil conditions or soil movement, including but not limited to cracks in concrete, mortar, bricks or tile, and/ or damage to plumbing.

5.3 **Exclusion for Damage by Fungus or Spores**. In addition to the warranty exclusions set forth in the Act, the Contractor's warranty shall exclude any loss or damage to a home caused by:

(a) Any "fungus (es)" or "spore(s)", or

(b) Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or
(c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)"

"Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

5.4 **No implied Warranties**. The Owner acknowledges that the Contractor has made no guarantees, warranties, understanding, nor representations (nor have any been made by any representatives of the Contractor) that are not included in the contract documents.
VT /_____ (Owner's initials)

5.5 **No Liability for Work Constructed According to Plans**. In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, by him if he constructed, or is constructing, the work according to plans or specifications furnished to him which he did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications.

ARTICLE VI
MISELLANEOUS PROVISIONS

6.1 **Selections**. (see Attachment I, Selection Guide) Owner agrees to make selection in accordance with the attached Selection Guide. If the Owner does not make selections within the allotted time frames, the contractor at his option may make the selection for the owner or hold the job idle until selections are made. Owner agrees if contractor holds job idle, Owner will pay contractor the percentage complete of the current draw and will pay contractor any cost associated with the delay.

6.2 **Permits, Fees, and Tests**. The Contractor shall secure and pay for building permits, licenses and other similar approvals necessary for the proper execution and completion of the work. If necessary, the Owner agrees to assist the Contractor in obtaining any such permits and licenses by completing all necessary applications and forms. However, if a covenant or an architectural review committee requires the approval of plans and specification, the Owner shall be responsible for obtaining these approvals and paying for any fees connected with them.

6.3 **Insurance. The Contractor shall keep in effect commercial general liability coverage.** The Owner may elect to purchase and maintain his own liability insurance, including Builders risk, flood, fire and casualty insurance upon the residence, to the full insurable value.

6.4 **Owner's Obligations**. The Owner shall (a) furnish all surveys describing the physical characteristics, and utility

locations for the residence and (b) secure and pay for easements necessary for the completion of the work. The

Owner shall furnish information and services under their control to the Contractor promptly to avoid delay.

The Owner warrants that the property upon which the residence is to be built conforms to all zoning, planning,

environmental, and other building and soil requirements. The Owner warrants that all utilities necessary for the

completion of construction are to the property line.

6.5 **Concealed Conditions**. The Contractor is not responsible for subsurface or latent physical conditions at the site or in an existing structure that differ from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

After receiving notice of the conditions, the Owner shall investigate the condition within five (5) working days. If the parties agree that the condition will increase (a) the Contractor's cost of performance of any part of the work under this contract or (b) the time required for that work, the parties may sign a change order agreement incorporating the necessary revisions, or the Owner may terminate the contract.
If the Owner terminates the contract, the Contractor will be entitled to recover from the Owner payment for all work performed, including normal overhead, and a reasonable profit.

6.6 **Disputes**. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforced as settlement agreements in any court having jurisdiction thereof.

6.7 **Signage**. Until the Owner makes the final payment and takes possession, the Owner agrees that the Contractor shall have the right to place signs on or about the property and to show the residence to other prospective clients and customers.

6.8 **Governing Law and Assignment**. This Agreement will be construed, interpreted, and applied according to the law of the State of Louisiana. This Agreement shall not be assigned without the written consent of all parties.

6.9 **Effective Date and Signature**. This Agreement shall become effective on the day it is signed by both parties.

6.10 **Ambiguous**. Any ambiguous terms or contents of this agreement shall not be construed against the Contractor.

6.11 **Attorney's fees.** If either party to this contract defaults, the defaulting or non prevailing party shall be liable to the other party for all cost, including reasonable attorneys fees, incurred in enforcing or defending any rights or obligations created by this agreement.

6.12 **Heirs, Assigns and Successors.** All agreements and stipulations herein contended, and all obligations herein assumed, shall inure to the benefit of and be binding upon the Heirs, Assigns and Successors of the respective parties hereto.

6.13 **Indemnity.** Purchaser agrees to indemnify and hold harmless contractor in event any claim, demand, suit, right of action is brought, by any person, firm or corporation arising out of this contract. Such indemnification and hold harmless shall include any and all costs, including attorney's fees and court cost, related to the defense of such action.

We the undersigned, have read, understand, and agree to each of the provision of this Agreement and hereby acknowledge receipt of a copy of this contract.

By [redacted] Date: 8/2/2019
Owners:

By [redacted] Date: 8/2/2019
Pyramid Construction Inc

10/17/2019

Downtown Development Authority of the
City of Ypsilanti
County of Washtenaw, State of Michigan
RESOLUTION TO APPROVE THE AWARD OF A YDDA BUILDING IMPROVEMENT GRANT FOR 511 W Cross.

The following preamble and resolution were offered by ___ and supported by _____.

WHEREAS, the Ypsilanti Downtown Development Authority (YDDA) Grants Committee is charged with supporting initiatives that enhance downtown's physical environment by promoting walkability and creating an inviting atmosphere; and

WHEREAS, part of an inviting atmosphere is vibrant storefronts and revitalized buildings; and

WHEREAS, the YDDA Grants Committee has expressed a commitment to provide financial incentives to spur the redevelopment and revitalization of buildings throughout the DDA districts; and

WHEREAS, the YDDA Façade Improvement Grant Program set aside $30,000 for grant awards for the West Cross District with the funds to be drawn from the appropriate TIF reserve; and

WHEREAS, the YDDA has received a grant request from Vlad Taralunga for interior renovations.

WHEREAS, upon review by the Grants Committee it has been determined that the application was complete and the request would be an appropriate use of the grant program; and

WHERAS, the work committed to from the Building Rehabilitation Grant application has not yet been completed;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. YDDA Board approves the award of a Building Rehab grant as recommended by the Grants Committee.

2. The award of the grant is contingent on the applicant providing a detailed project schedule/timeline for the previously committed improvements to ensure the project is completed in its entirety.

3. The grant cover up to 50% of the applicable project costs as defined in the program application packet, not to exceed $30,000

4. The grant is awarded as a reimbursement to the applicant upon completion of the proposed project and that all applicable program requirements are met, including the receipt of all appropriate required approvals and permits.

5. 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:

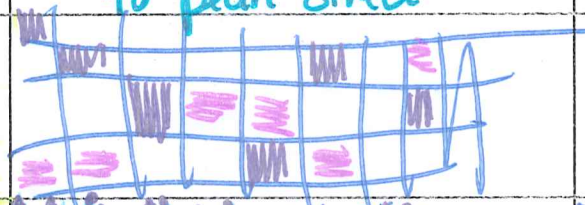
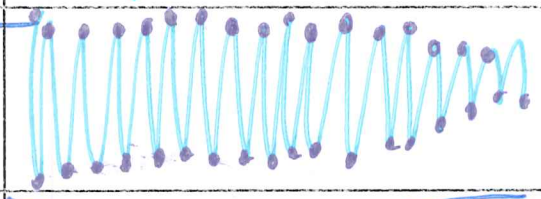
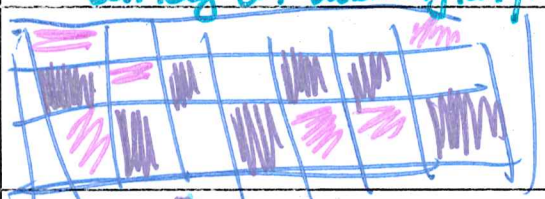
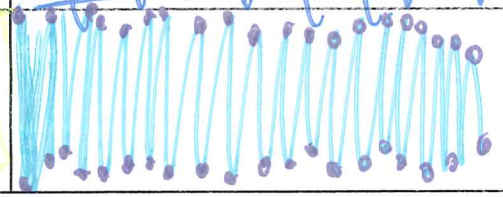
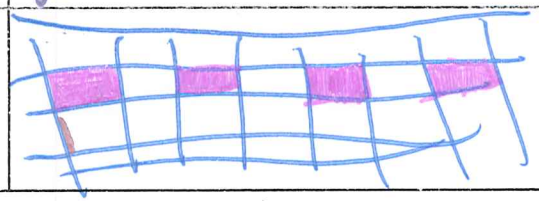
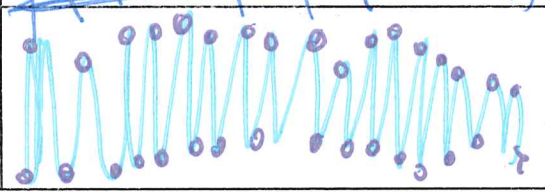
ABSTAINED:

YES: NO: ABSENT: VOTE:

YPSILANTI DDA
Downtown Development Authority

YDDA Goal Setting Retreat Outcomes

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Updated Downtown Signage installed to encourage curiosity & interaction	Guided, FREE Monthly/Quarterly Biz Tours for ALL – taking people into businesses	Create safe pedestrian walking/crossing w/ slowing traffic, more visible crosswalks.
2	Yes! Signs that match the ones being currently updated in Depot Town	Maybe in partnership with First Fridays?	Obviously RAINBOW crosswalks & slower traffic on N. & S. Huron
3	Consistency in signage helps in GPS navigation throughout city.	Monthly w/ first Fridays or business to business tours so as to meet & build relationships w/ other neighbors	Repaint edges of sidewalks for visibility
4	Keep the continunity of flowers/plants along Washington all the way to Dean Street	fix the bathroom situation @ the park	Better communication between business owners & contact w/ police for safety on Washington/Michigan
5			
6			

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Setup recycle can/station on specific street to start Public recycling	review sidewalk condition. Create priority list. Start repairs based on location & condition	Publish successful Grant to encourge other business get Grants
2	Public Parks would be great tool I think theres a chance to recycle glass & cut down on dumping at the enclosures this way too w/pick ups in commercial areas	~~Supportive Communicate & the importance of accessibility~~ City fix to repair for greater accessibility	Broaden announcements of grant availability beyond email
3		We need to find a cost sharing agreement where the City/DDA/& property owner all contribute to solve the unsafe & dilapidated sidewalks	Agreed, we need to continue to bolster our email directory & networks to consistently get our messaging & opportunity out
4	Recycling education has to be a key element of public recycling. Signage, pics...	Lawsuit keeps city from being effective Can DDA take leadership in Districts?	Also - public confused about projects w/ general fund. Involve biz + public for participation + education.
5	- Communicate sufficiently, and in advance of rollout. - Plan in place to empty.	Cody Must enforce Policies Already in Place to improve Sidewalks.	Create A Communication Committee to develop better ways to pass along information
6		Unclear on DDA role in sidewalk maintenance.	Many Success Stories to communicate. Need to build comms machine. Need to own our message or others will...

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Monitize Parking Meters in Maple St, reduce fees	expand beautification More Planters, weed control	EMU Collaboration double down on passport, SG collab
2	Update the parking meters or change them kiosks	review all beautification locations to set standard and expand in the DDA	Activity work on keep the passport project goins to create loyalty
3	Raise the priority of creating a Transit station	Ask Business owners in underrepresented areas what they want to see improved. Leverage Clean up day to fill gaps in Landscaping Contract.	~~Expand~~ Expand passport project to Townships, to encourage more people to visit the city
4	Establish Revenue model in Depot Town for bonding to fix Rice St Lot. This can be done by extending enforcement hours & putting down kiosks. DDA to cost share		Consistency year over year to help build and grow the programs. They wont be widely adopted overnight & this is why marketing committee is so important to a project like this
5	Pave, stripe, kiosks, extend hours to 8 pm. Pays to pave, light & maintain	Beautification also includes clean: weeds. Litter. -that is overgrown job.	Raise this at every EMU event. Remind. Publicize winners! Rinse + repeat
6	These need to be done but we should not give DDA $ to city owned lots	Research best practices. Should DDA pay for someone to clean up litter	Agreed. look for ways to engage w/ local institutions and citys.

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Collaborate w/ city to improve conditions of Parking lots	Create A knowledge Center - Provides business best practices, templates, data, outside business Resources.	Renegotiate IGA Agreement to free up funds to be reinvested in our districts
2	Create CapEx roadMap Identifying Schedule of improvements and Source of funds Communicate to Public!	Partnew w/ SPARK and SBDC to consolidate and communicate Programs + resources.	Yes! Examine what additional Services City could Provide.
3	Put recycling @ centers in the new parking Areas	Get more information out the public to help Grant operation	Get the City + DDA to develop an sidewalk program
4	Have mixer to introduce and build relationships between business owners and police officer	Bring @ more locations into the text as resource Centers. Example: Parkridge	Ensure snow is shoveled for accessability!!
5	Establish Committee W/DDA members, City, Staff, & other stakeholders to fine tune Parking details, capital improvement & maintenance schedule etc.	Find ways to collaborate W/ RAC for this. Communicate more effectively using these networks & organic connections	Work session W/ City & DDA to talk about this before any proposals & hard details are finalized or requested
6	Parking should have a dedicated fund for upkeep + maintenance + improv mts	Good project for BOS of Spark + Idealine supported by DDA	IGA should reflect real cost of services + time.

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Sidewalk litter + weeds need biz daily attention	clearly marked public recycling containers prominent	Street parking clearly striped + revenue generating
2	Review # of trash cans, if needed Add more.	Yes.	Yes. Collaborate w/ city to improve city owned lots. Monetize DDA lot on Maple St.
3	Expand beautification scope + area.	Agreed. Need to make sure they (and trash) are emptied sufficiently.	Create Improvements Road map and share w/ public.
4	Create Standards for landscaping + Sidewalks	Create recycling stations in key areas	Clean up Parking lots and re strip and update Signage
5	Identify ways to share cost w/ business owners for beautification projects	Sharing an updated map and service schedule w/ public. Perhaps provide directory maps downtown w/ this & other useful information	
6	Trash Patrol - People we employ only to pick up litter & manage dumpster problem 10 hours a week		

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Build more equity into the system by extending DDA Boarders	Establish stronger partnerships w/ townships by ~~Events~~ establishing co-events/collaborative events	Strengthen YPSL's Image/perception w/ a marketing campaign & supporting budget
2	If we do this we lose substantial Revenue from libraries. Equity can be achieved other ways by creating low cost opportunities into a market by use of pop up retail, etc.	Clean up day & larger events that stretch between different jurisdictions provide this opportunity. Perhaps a regional FF7	The CVB is a great resource for this. Telling our story w/ effective digital content like Leisa Thompson Photography project helps & we should find more ways to leverage like this
3	~~Dist~~ are growing. Biz dist. Worth looking at.	Regional Recycling & Bridge a good examples. Invite townships to events for DDA!	HLive needs its own strategy. Image is improving CVB work is huge!
4	Develop An avenue to lobby local governments on policies that affect businesses in our districts	Continue to encourage events & festivals to bring visitors and community together	Develop A communication strategy / committee that builds Awareness of DDA Achievements, events, opportunities
5	Consolidate and Prioritize lobbying objectives. Be consistent on asks.	Create master events Calendar for large city events to allow resource allocation + Coordinated Communication to Rbliz	Second these. ✓ important. Was listed on SWOT Weaknesses for a reason.
6	Review DDA Boards and look at history of why the way they are	Help promote the Events that the DDA supports	Communicate what the DDA does, and how to work with the DDA

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	~~Commit 10K to~~ Public Recycling in DDA & Park System in partnership w/ City	Lease or sell RAC in order to finance infrastructure projects like brick pavers & trees	Build a vibrant & creative bus shelter using the skills of local artists & Crafts persons
2	Recycling containers visible, clearly marked + well used	Downtown DDA poorest district + needs the $	Pair w/ base program to subsidize take mass transit more often
3	Create a Knowledge Center. Gives businesses best practices, data, resources	Look for a way that allows rent or sale while keeping RAC in Place	~~Improve~~ Collaborate w/ City to improve & city owned lots - Monroe Maple St.
4	- Ensure recycling containers will be emptied sufficiently - Evaluate combining w/ Improvement/replacement of Trash cans	Support + expand Rac Programs Post transaction.	Mural on bus shelter? Leverage mass transit to alleviate parking problems.
5	make sure recycling ~~Conduct~~ Containers are emptied	Sell RAC	Bus shelter should have solar lighting
6			

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	add additional flower/ flower pots to reach both ends of Washtenaw so the look is complete.	fix the bathrooms @ parks, ~~etc~~ disposal bins for pet owner who walk pets @ park.	better communication system between business owners. For safety and or General information.
2	Cultivate further beautification in parking lots to encourage public to be mindful	cultivate a city that encourages pets w/ disposal bins, water bowls @ businesses paw prints on cross walks ☺	provide downtown biz owners w/ maps of resources we can provide to customers, etc. (warming centers, drop-in meal centers, medical help.)
3	example murals on dumpsters with "DON'T BE A PIG!" & a cute piggy painting More flowers like Washington St.	This is perfect ^ More sheep!	A big welcome packet with all this stuff
4	During winter months cover flower pots w/ colored cement tops with murals of Ypsi staples	Well lit Bathroom areas w/ signage that it's being monitored + signage for pet owners	Every business should have same pamphlet available + displayed. Guest will appreciate consistency
5			
6			

Problem Statement: 2019 Strategic Priority

	Idea 1	Idea 2	Idea 3
1	Fix the dumpster issue ENFORCE Penalties to dumpers Get a camera system	Take charge of sidewalk Repairs, particularly rice street and beautify it all!	Take a bigger ROLE in event support like other cities do
2	Extra lighting near dumpsters w/ access codes + camera system	Spray paint problematic sidewalk issues of weekend + report to city council	~~Co~~ email events to DDA so as to potentially attend events. to interest.
3	Better security / comman. w/ business owners & police force downtown / Depot Town.	add additional flowers / flower pots to the end of ~~Washington~~ Washington toward Pearl Street	fix Potty issues @ parks by fixing existing toilets.
4	Beautify dumpster areas to counter illegal dumping (make "dumpers" uncomfortable ENCOURAGE PUBLIC MURAL ON WOOD enclosures?	Find creative ways to make "flaws" beautiful ~ Japanese practice of Kintsugi (fill	create / support events that become more widely publicized (like FOTHB, Pride)
5		sidewalk cracks w/ "gold" (flowers, epoxy, succulents, etc) until it can be "fixed" safely	Ex. - event being developed is "Enchanted Ypsi" that can bring new commerce / people into Ypsi
6			

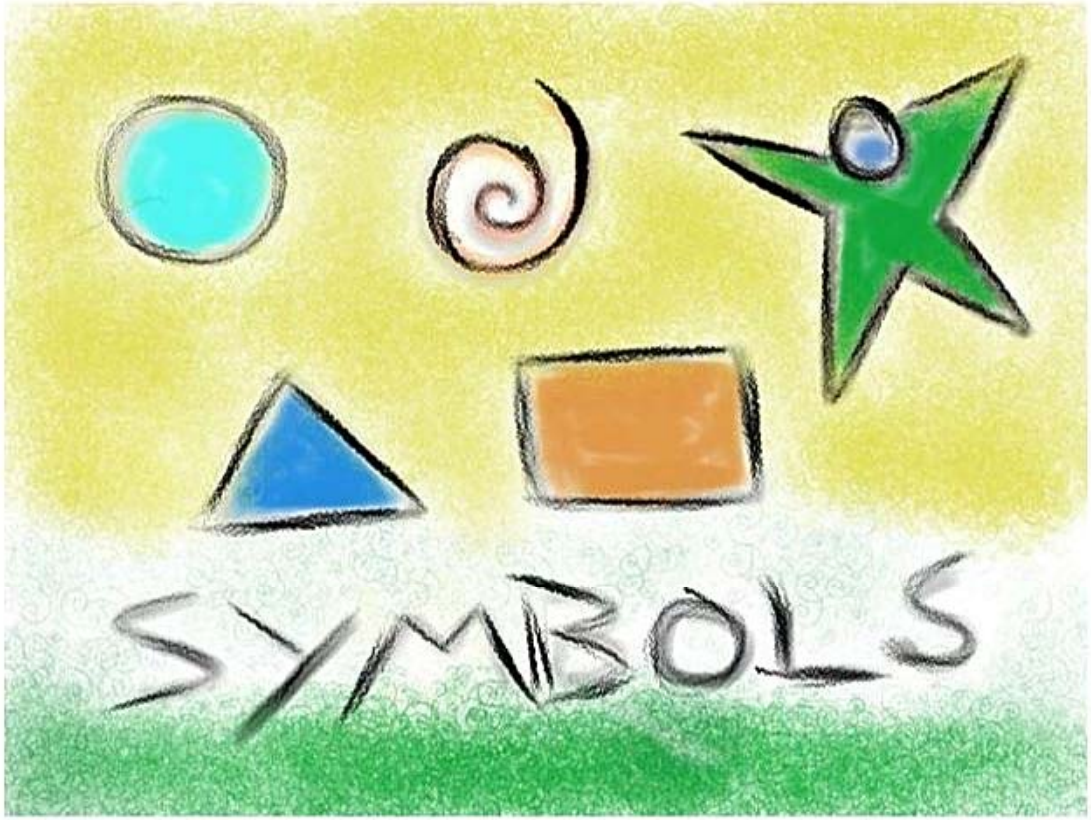
Problem Statement: 2019 Strategic Priority

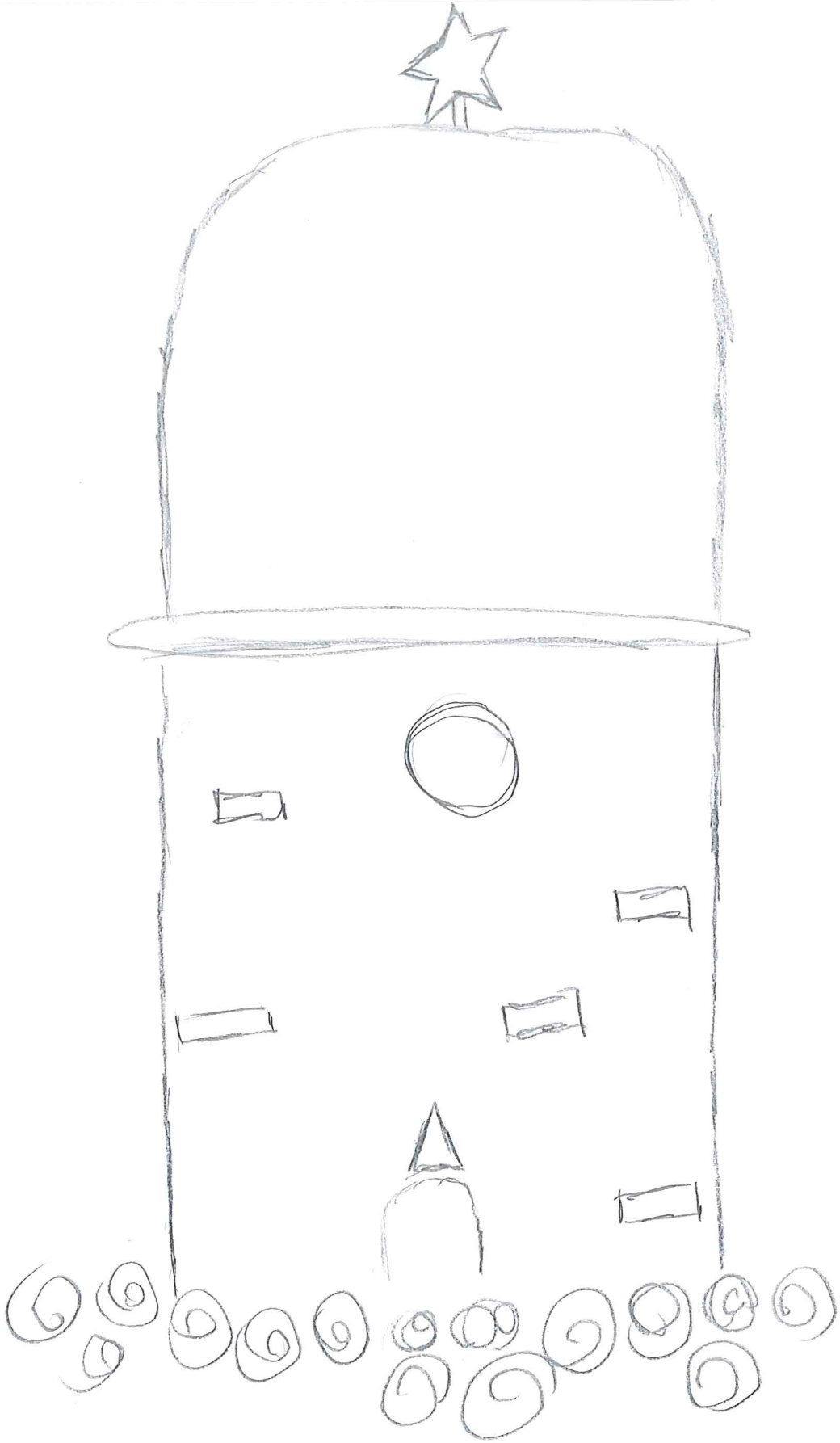
	Idea 1	Idea 2	Idea 3
1	Extra Security on pearl Street between hours of 2:30 - 5:30 (@ transit)	Public parking pay station at Michigan Ave Hamilton to Riverside st.	Painted Curbs in Median on Michigan Ave. at intersections for crossings
2	↳ Perhaps also a system of communication between business owners & such security for added safety	Electronic pay station for POTS who don't carry cash/ change on hand?	continue to make all parts of down town beautiful & inviting
3	More lighting that is both beautiful (string lights, trees, etc). but also serves for safety	PAY STATIONS SHOULD BE EASY! [illegible]	Make the crosswalks beautiful, painted w/ a creative touch (color, design, etc.)
4	Beautification across the street from AATA	ALSO - CLEAN, which encourages interactivity. Agree. Throughout the lots too	RAINBOWS! .... Bring ART BACK INTO yesiamti. PLACEMAKING THROUGH ART
5			
6			

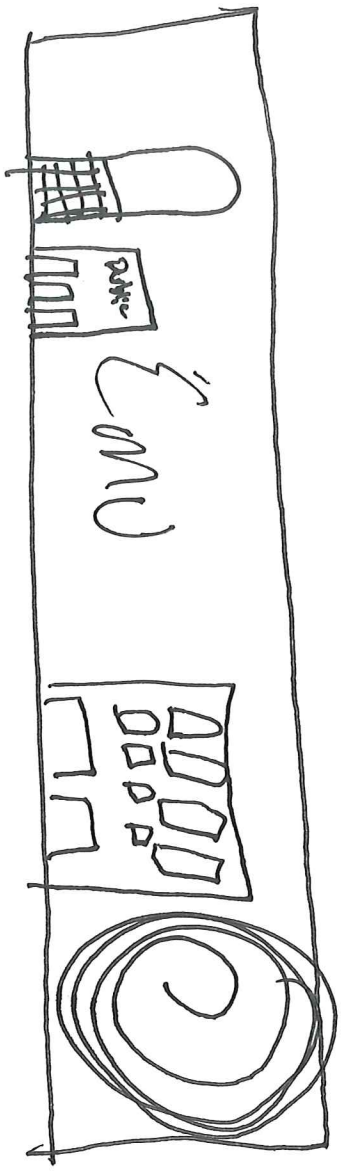
On your card: **Draw an image representing your understanding of YDDA's Mission**

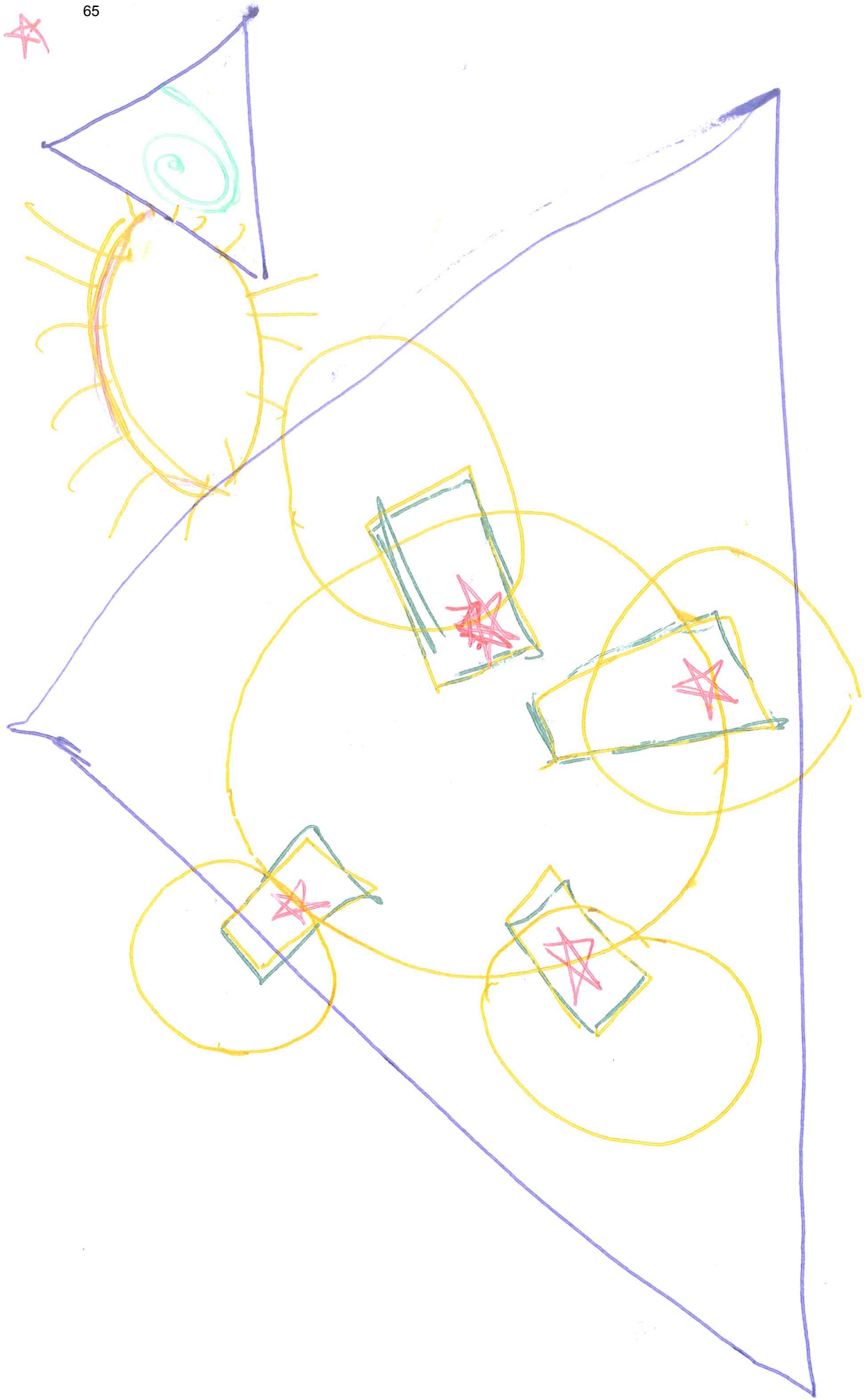
Symbol Meanings

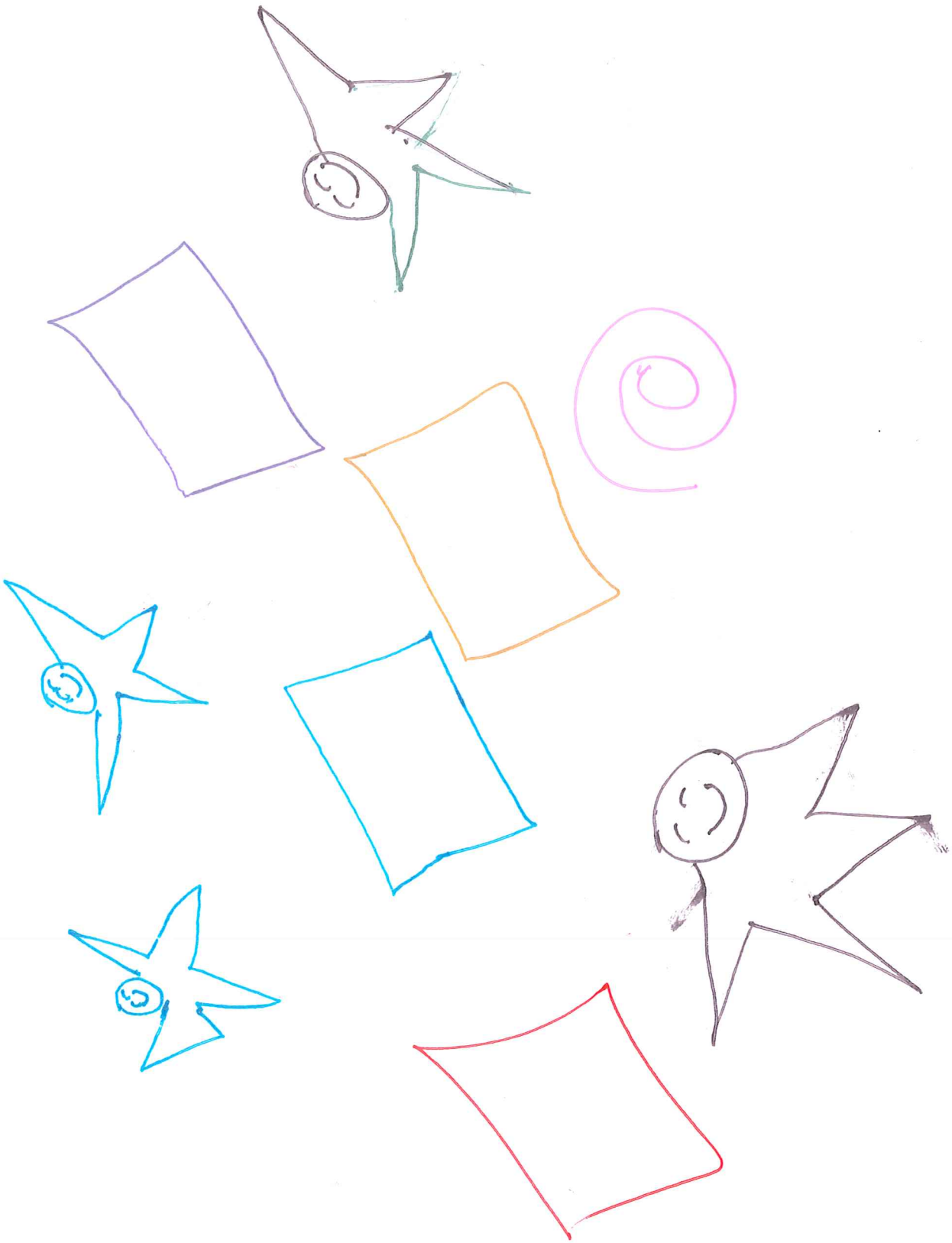
- Circle = Wholeness
- Rectangle = Support
- Triangle = Goal
- Spiral = Change
- Star person = Relationship

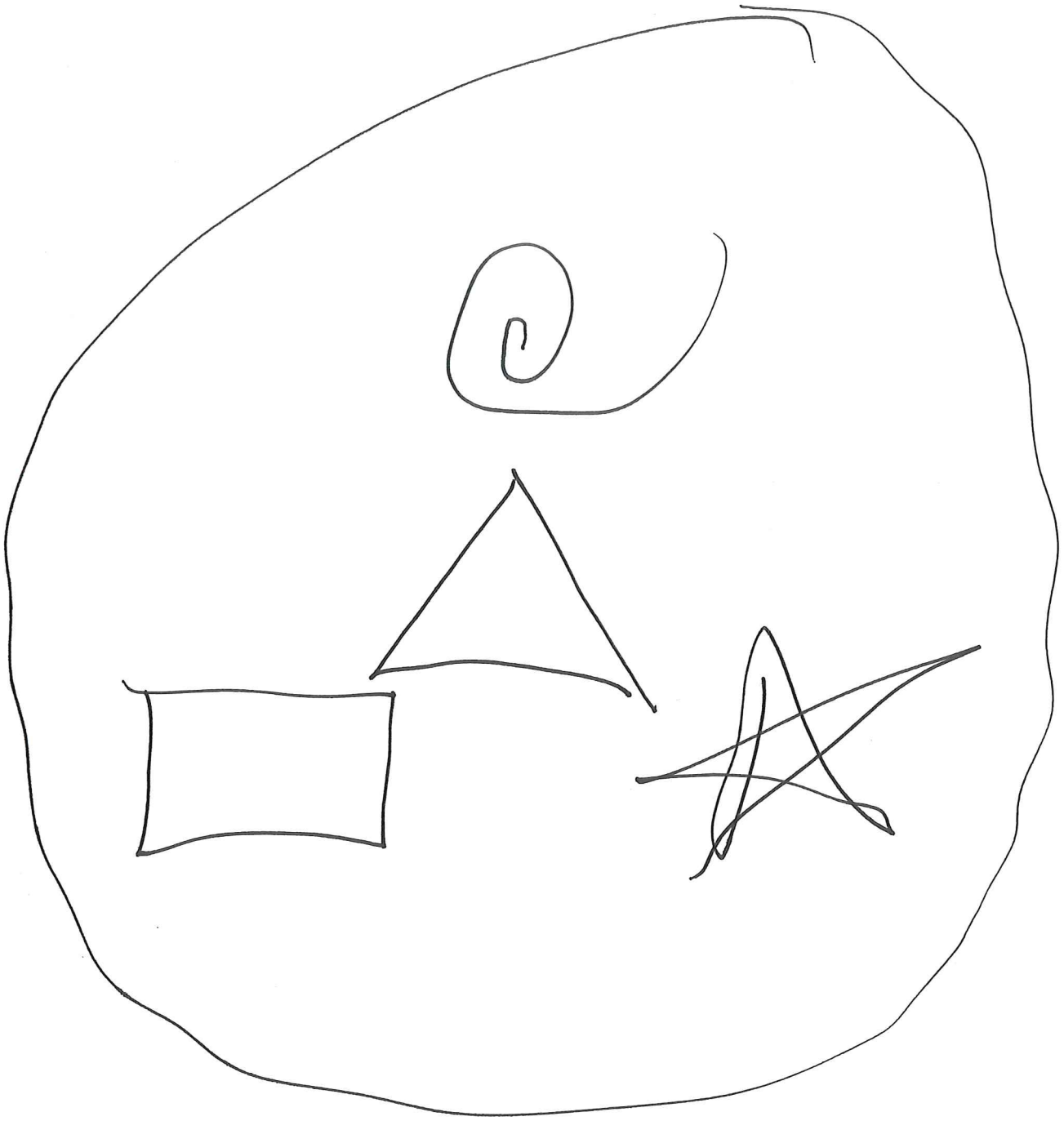
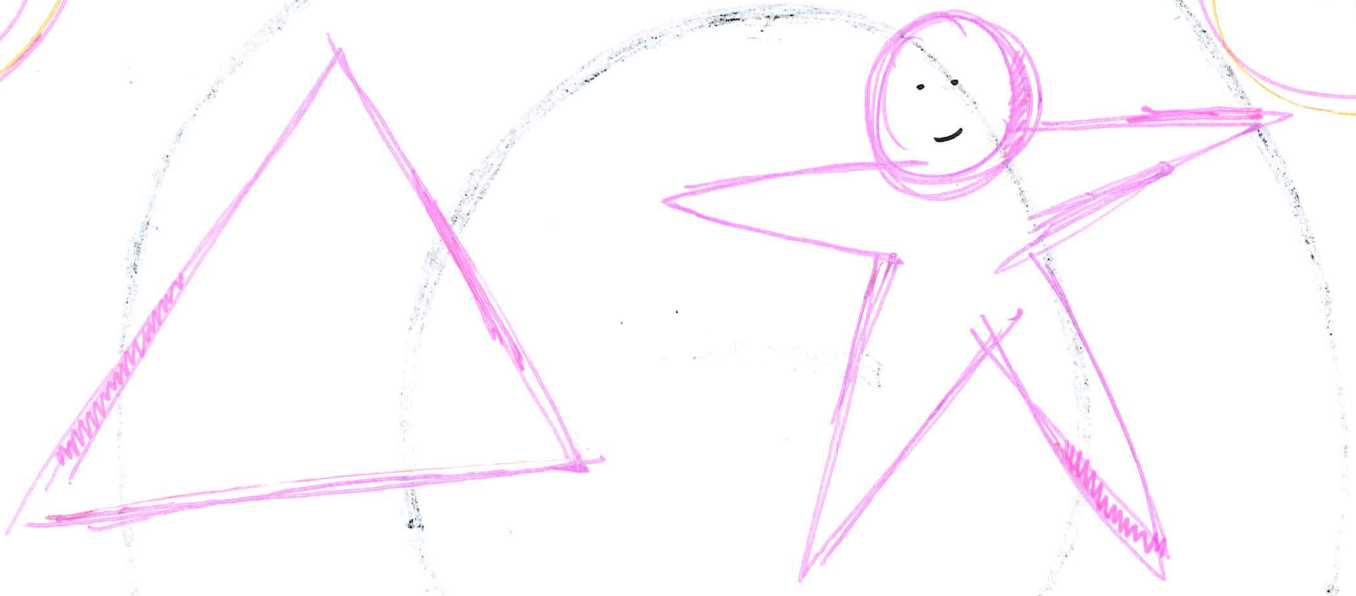
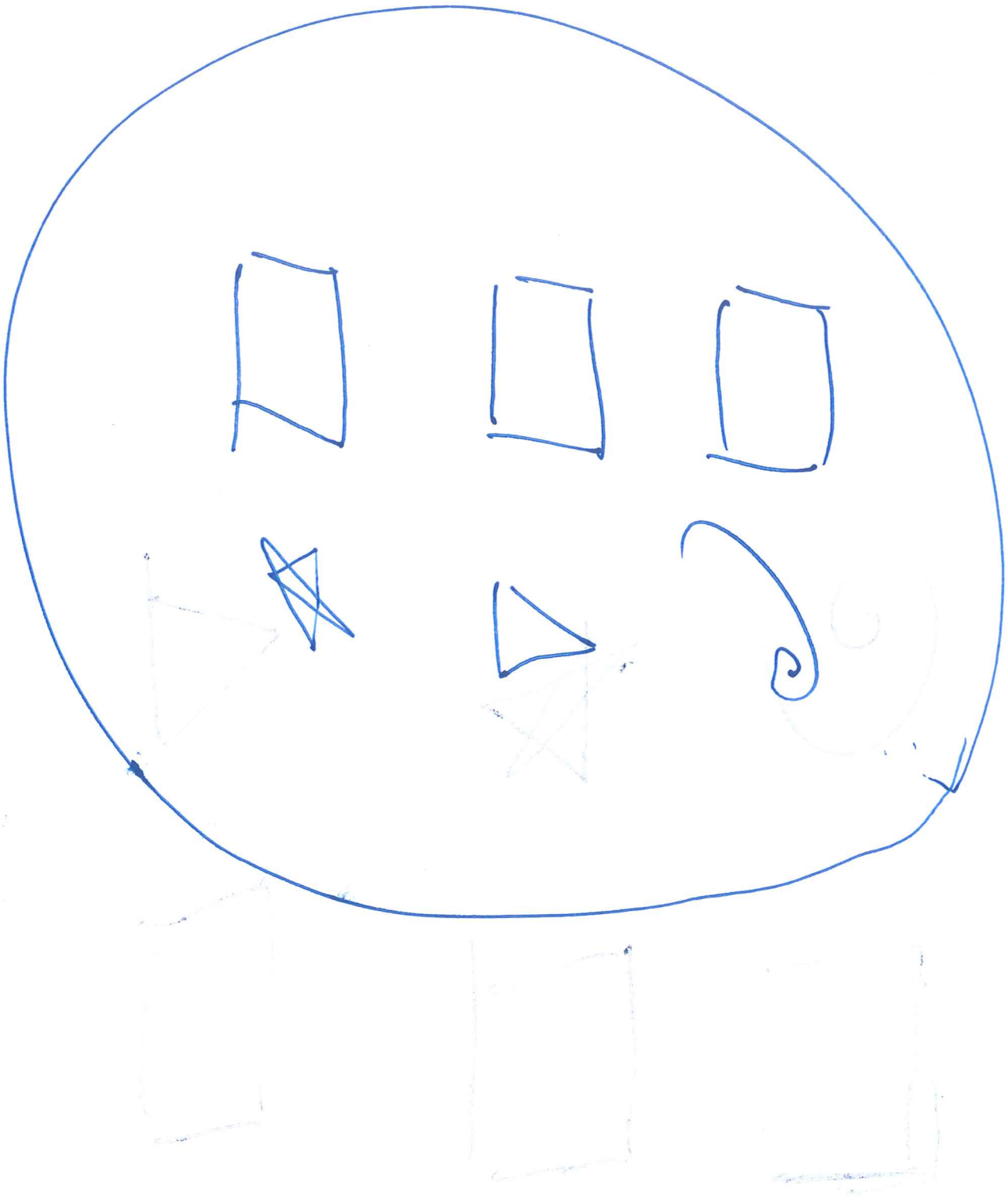
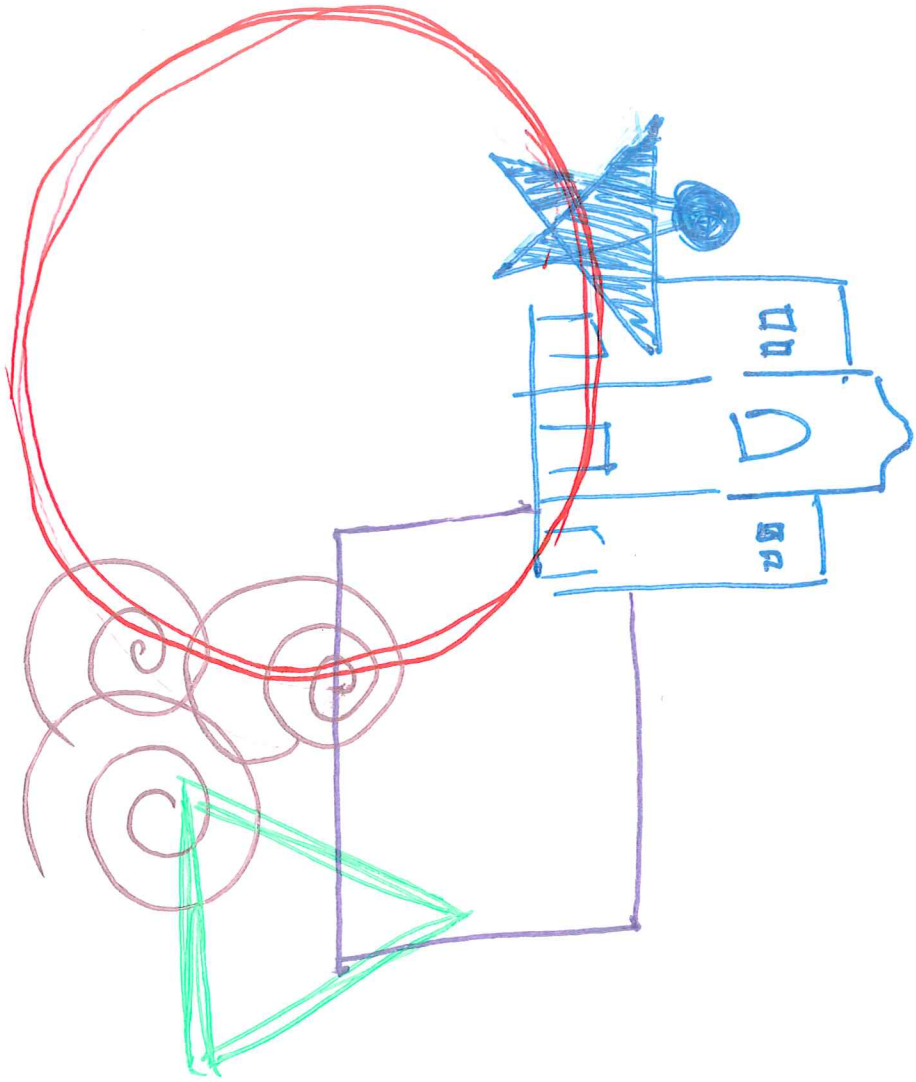
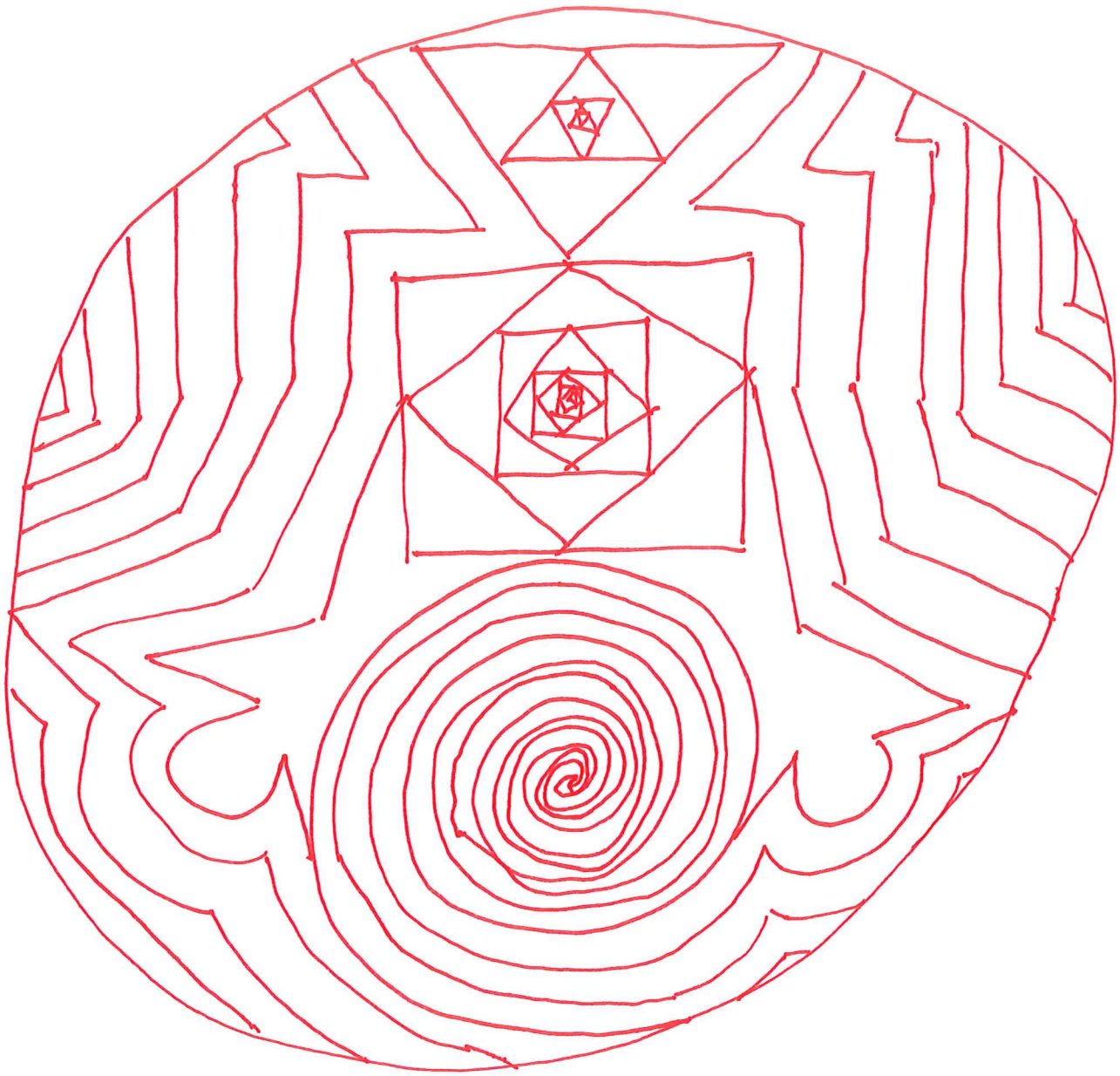












YDDA Mission