

**City of Ypsilanti**  
**Downtown Development Authority**  
**Board of Directors Meeting Agenda**  
**Virtual Meeting**  
**Thursday, June 18, 2020- 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
Andy French	P	A	Danielle Milner ( C )	P	A
Dieter Otto	P	A	Ben Harrington	P	A
Paul Ajlouny	P	A	Jen Eastridge	P	A
Patton Doyle	P	A	Brian Jones Chance	P	A

- **Introductions**
- **Approval of Agenda (X\*)**
- **Approval of May 21st, 2020 Minutes (X\*)**
- **Public Comment (3 minutes each)**
- **Staff Report/Financial Report (X)**
- **Standing Committee Reports**
  - **Operations and Finance Committee**
    - **Match on Main Grant Awarded (X)**
    - **COVID Signage and Reopening Guide for Businesses (X)**
    - **Movie Planning (X)**
- **New Business**
  - **West Cross Alley Reconstruction (X\*)**
  - **Grants Program for Outdoor Expansions (X\*)**
- **Old Business**
  - **COVID-19 Street Closure and Parking Space Implementation (X)**
    - **MDOT and MLCC**
  - **Ypsi Incentive Program Update (X)**
  - **Zonder Update**
  - **RAC Update (X)**
- **Public Comment (3 minutes each)**

**Next Meeting: NO JUSC EDU ED**

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

**City of Ypsilanti Downtown Development Authority  
Board of Directors Meeting Agenda  
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Paul Ajlouny	P	A	Jen Eastridge	P	A
Patton Doyle	P	A	Brian Jones Chance	P	A

● **Introductions**

● **Approval of Agenda (X\*)**

*Motion to approve the agenda by Dieter Otto, and supported by Paul Ajlouny.*

*Motion passed – unanimous.*

● **Approval of April 16th, 2020 Minutes (X\*)**

*Motion to approve the April 16<sup>th</sup>, 2020 minutes by Beth Bashert, and supported by Jen Eastridge. Motion passed – unanimous.*

● **Public Comment (3 minutes each)**

John Newman- Back Office Studios – supports the Washington Street closures.

● **Staff Report/Financial Report (X)**

Staff reported updates about the RAC sale and the MEDC. There are grant agreement extensions for 101 W. Michigan.

● **Standing Committee Reports**

● **Operations and Finance Committee**

Andy French reported that op/fin discussed the movie series, approved the recommendation of the landscaping proposal as written, and spoke about the COVID-19 DDA Survey results.

● **New Business**

● **COVID-19 Business Survey Results (X)**

So far, there have been 42 survey responses. 150 surveys were sent out via email and direct facebook reach-outs. Staff encouraged any business owner that hasn't responded yet, to do so.

86% of the survey responses were located in DDA. Downtown provided most responses. 80% expected to reopen immediately or a few weeks after the stay at home order is lifted. 17 of 42 have received state or federal aid so far.

PPP funding has been expanded since the survey went out.

● **COVID-19 Street Closure and Parking Space Proposal (X\*)**

City Council spoke about a closure at their meeting earlier this week and had cautious consensus for the closure. Businesses are looking to expand the footprint of usable space.

The closure as of now would be from Rice to River Street, N. Washington and S. Washington. The closure would last until September 8<sup>th</sup>.

Staff asked DDA board to sign the permit for closure.

The DDA would cover the cost of parking space revenue taken by the closures.

Ylondia Portis reported on the feedback from DAY. They would like seating to be communal. There is concern with panhandling. Will there be security? Is there going to be a COVID cleaning from the city? Can we tent the street?

Andy French stated that communal seating is a major liability to the businesses. If we allow it, what business is on the hook if someone gets sick? Also, it is not legal yet to move freely with an alcoholic beverage. He would be cautious about expecting sanitation from the city. It should be the responsibility of the business owner.

Ylondia Portis stated that if the DDA closes Washington St. and controlled sanitation, there is an opportunity to take more of a leadership role

Beth Bashert is not sure if it is legally possible to have communal seating. Decisions should be made based on health concerns and legalities.

Brian Jones-Change brought up some concerns with occupancy and spaces that would have to be delineated.

Andy French talked about up north. The governor has no occupancy limit outside just social distancing requirements. Indoor occupancy is 50%. There is lobbying to rid of 50% and stick to 6 ft distancing.

Questions about deliveries were discussed.

What about animals? This needs to be checked in on with the health department.

*Andy French motioned to support the E. Cross, Washington Street, and parking space closures for expanded seating areas. Dieter Otto supported the motion. Motion passed- unanimous.*

- **COVID-19 Peer Outreach (X)**

Patton Doyle spoke about the peer outreach program that encourages business owners and DDA members to reach out and provide resources with other business owners. He is looking for members from E. Cross and W. Cross to participate.

- **Match on Main (X\*)**

Op/fin committee considered a covid 19 grant relief program, but this opportunity came after the meeting.

There is funding from the MEDC to give COVID-19 relief money to DDA businesses.

Staff is asking for a motion for the DDA to apply for to the \$50,000 program.

The board discussed eligibility, number of employees, and conflict of interest.

*Jen Eastridge motioned to apply for \$50,000 from the Match on Main Street Grant, and Patton Doyle supported the motion. Motion passed – unanimous.*

- **Landscaping Contract (X\*)**

The contract is identical to last years contract. The DDA pays WhCannon \$32,870 annually.

*Brian Jones-Chance motioned that the landscaping contract from WHCannon for 2020 be approved. Paul Ajlouny supported the motion. Motion passed- unanimous.*

- **Maple St Lot Intergovernmental Agreement (X\*)**

Andy French stated that if parking enforcement is not enforcing, the DDA should be paying less.

Christopher Jacobs replied that the DDA is only paying once kiosks are in, and we hope for end of summer installation and enforcement.

Patton Doyle motioned to execute the Intergovernmental Agreement for the Maple Street Lot.

A friendly amendment by Danielle Milner- that enforcement not start until September 8<sup>th</sup>.

Andy French would not support the friendly amendment.

*Patton Doyle motioned to execute the Intergovernmental Agreement for the Maple Street Lot contingent on the date that enforcement resumes and parking equipment is fully installed. Andy French supported the motion. Motion passed- unanimous.*

#### **YDDA Summer Movie Series (X\*)**

Staff presented the movie series. We have the budget to do a few films drive-in style over the summer.

Brian Jones-Chance suggested the movies wait until August or September.

Andy French would like to see a contract where the DDA can back out at no cost. We don't know when or if the stay-at-home order will be changed or put back into place.

Beth Bashert would like to consider the first film in July.

Richard Paul from the equipment rental company confirmed that postponement is possible for equipment but not necessarily for movie rights.

*Brian Jones-Chance motioned to approve two movies for \$3,000 for the summer movie series. Dieter Otto supported the motion. Motion passed- unanimous.*

- **Old Business**
- **Staff Updates**
- **Public Comment (3 minutes each)**

John Newman is impressed with the landscapers. Would like the pollinator garden to get cleaned up.

Todd Girtis also supported the work of the landscaping company.

- **Announcements/Comments**

**Next Meeting: June 18th, 8:30 a.m., VIRTUAL MEETING**

Key: (\*) = items requiring Board action

(X) = documents attached in board packet

## W. Cross St. Revenue Expenses Report

<b>06/01/2020</b>							
<u>Revenues</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Collected</u>
Operating Millage (1.8282)		7,560		15,297		-7,737	202%
TIFA		104,197		91,744		12,453	88%
<u>Total</u>		111,757		107,041		4,716	96%
<u>Expenses</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Incurred</u>
Operating Costs		9,265		1,198		8,067	13%
TIFA Expenses		97,654		14,743		82,911	15%
<u>Total</u>		106,919		15,941		90,978	15%
<u>Revenues Over (Under) Expenses</u>		4,838		91,100			
Fund Balance as of FYE June 2019		172,279					
Projected Appropriation for FYE June 2020		4,838					
Projected Fund Balance June 2020		177,117					
*both TIF and Operating Reserves							

## Depot Town Revenue Expenses Report

<b>06/01/2020</b>							
<u>Revenues</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Collected</u>
Operating Millage (1.8282)		8,342		12,605		-4,263	151%
TIFA		110,454		105,841		4,613	96%
<u>Total</u>		118,796		118,446		350	0%
<u>Expenses</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Incurred</u>
Operating Costs		7,136		1,085		6,051	15%
TIFA Expenses		100,024		27,271		72,753	27%
<u>Total</u>		107,160		28,356		78,804	26%
<u>Revenues Over (Under) Expenses</u>		11,636		90,090			
Fund Balance as of FYE June 2019		152,698					
Projected Appropriation for FYE June 2020		11,636					
Projected Fund Balance June 2020		164,334					
*both TIF and Operating Reserves							

## Downtown Revenue Expenses Report

<b>06/01/2020</b>							
<u>Revenues</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Collected</u>
Operating Millage (1.8282)		35,074		50,498		-15,424	144%
TIFA		266,994		414,757		-147,763	155%
<u>Total</u>		302,068		465,255		-163,187	154%
<u>Expenses</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Incurred</u>
Operating Costs		23,755		4,637		19,118	20%
TIFA Expenses		278,298		311,114		-32,816	112%
<u>Total</u>		302,053		315,751		-13,698	105%
<u>Revenues Over (Under) Expenses</u>		15		149,504			
Fund Balance as of FYE June 2019		249,913					
Projected Appropriation for FYE June 2020		15					
Projected Fund Balance June 2020		115,181					
*both TIF and Operating Reserves							

## YDDA Revenue and Expense Report

<b>06/01/2020</b>							
<u>Revenues</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Collected</u>
Operating Millage (1.8282)		50,976		78,400		-27,424	154%
TIFA		481,645		612,342		-130,697	127%
<u>Total</u>		532,621		690,742		-158,121	130%
<u>Expenses</u>		<u>Budgeted</u>		<u>YTD</u>		<u>Budget Remaining</u>	<u>% Incurred</u>
Operating Costs		40,156		6,920		33,236	17%
TIFA Expenses		475,976		353,128		122,848	74%
<u>Total</u>		516,132		360,048		156,084	70%
<u>Revenues Over (Under) Expenses</u>		16,489		330,694			
Fund Balance as of FYE June 2019		353,562					
Projected Appropriation for FYE June 2020		16,489					
Projected Fund Balance June 2020		456,632					
*both TIF and Operating Reserves							

## Apr/May. 2020 Expenses

	AMOUNT	W. CROSS	DEPOT TOV	DOWNTOW	LINE ITEM	DESCRIPTION
WHCanon	\$ 4,695.71	\$ 1,033.06	\$ 1,080.01	\$ 2,582.64	Streetscape Maintenanc	Landscaping MAY
WHCanon	\$ 800.00			\$ 800.00	Streetscape Maintenanc	Tree Clean out
Waste Management	\$ 1,606.86			\$ 1,606.86	Waste Management	June
A2Y	\$ 355.50	\$ 71.10	\$ 53.33	\$ 231.08	Memberships and Dues	Membership
YCUA	\$ 9.52			\$ 9.52	Irrigation	Sprinkler
Total	\$ 7,467.59	\$ 1,104.16	\$ 1,133.34	\$ 5,230.10		

**City of Ypsilanti  
Downtown Development Authority  
Operations & Finance Committee Meeting  
Wednesday June 10, 2020 – 8:30AM  
Virtual Meeting Minutes**

**I. Call to Order:**

**II. Roll Call**

Andrew French	P	Ruth Ann Jamnick	P
Brian Jones-Chance	P	Ylondia Portis	P
Patton Doyle	P	Julia Collins	A
Paul Ajlouny	P		

**III. Approval of Agenda (X\*)**

Patton Doyle motioned to approve the agenda and Brian Jones-Chance supported the motion. Motion passed, unanimous.

**IV. Approval of Minutes (X\*)**

Ylondia Portis motioned to approve the minutes and Paul Ajlouny supported the motion. Motion passed, unanimous.

**V. Audience Participation:**

Carter Good- Here to observe the meeting.

**VI. Old Business:**

- **Match on Main Grant Submitted**

The DDA board approved the submittal of the Match on Main program. Patton Doyle stated that the two day window was not long enough. There were many missed opportunities. He would like an explanation of the financial allocations. Minority owned businesses are not well represented in the group of recipients. Ylondia Portis echoed Patton Doyles concern. Christopher Jacobs agreed that the window was too short, however staff helped any business who asked for help, and got the word out by email and social media. The scoring criteria was heavily based on the applicant's plan, need and impact. Applications with the lowest scores had the least amount of information. Ylondia Portis stated that social media and email is not enough. Patton Doyle explained that the DDA peer outreach program has been positive. The committee talked about scoring, communication gaps, peer to peer support, and tech support. It would be helpful to have applications in Spanish. A mechanism for emergency meetings to approve things when things are on a tight timeline, such as this last grant would be helpful.

- **Street Closure Proposal Implementation**

Street closure is moving forward. There has been interest from Red rock, Beezys, Alehouse, Bobcat Bonnies, Encuentro, Wok Mandu, and Haabs.

Beezys spoke about letting Haabs use their space for dinner service.

BOS plans to allow another business use street frontage.

Ziggys, Mix, Heikks, Common source acupuncture are also making plans. It is really great to see all these businesses working together.

Patton Doyle asked about a curbside recycling plan.

Depot town is planning to close the street on June 15<sup>th</sup>.

Original Moxie and Artifact Whimsey have expressed interest.

Ollie will open late summer.

On W. Cross, Tower Inn and STUFFD have opted in, and we are anticipating an application from the Wurst Bar.

- **Movie Planning**

- Staff asked the committee if it needs to be a drive-in? Residents are more comfortable at 6 foot distances, and distance circles could be drawn in a park.

Dates for the movies to be July 23<sup>rd</sup>, and August 20<sup>th</sup>. The August date may be an IFFY film fest night.

If there is to be a drive in, staff recommends it be held at the Normal St. Parking lot by W. Cross.

## VII. New Business:

- **West Cross Alley Proposal**

The DDA board approved fixing the alleyway by resolution years ago.

Brian Jones-Chance asked if we can get another quote, and staff responded yes.

Paul Ajlouny pointed out that if the restaurants are looking to use those back spaces, there are a lot of residents and that would cause a lot of issue with noise.

Joe Meyers described the zoning of that area.

The engineering for the project was properly bid out.

Andy French stated concern about the bid as well.

Christopher Jacobs pointed out that if the DDA doesn't do this now, West Cross will be completely left out of the opportunity for expansion.

Patton Doyle stated that the OHM engineering makes sense. However, this project reminds him of the parking lots downtown and the issues surrounding those.

West Cross business owners should guide the DDA with this project.

Paul Ajlouny is a big advocate for the project, but we have to do it right.

Staff pointed out that the City has zero funding to do this project. The only way to get it done is through special assessment or the DDA.

Brian Jones-Chance suggested that we should wait to do it correctly.

Andy French would like to see two more bids for the construction.

Ylondia Portis asked about the return on investment. Urgency is important. A project like this reminds her of the work done in Ferndale. Was there any thought of the impact of the project?

Are there tangible numbers?

Christopher Jacobs stated that it is hard to estimate the ROI on a project like this.

Patton Doyle motioned to approve the engineering by OHM to commence and to further evaluation for potential bids. Brian Jones-Chance supported the motion. Motion passed-unanimous.

Staff was directed to look at the legal issues with the project being outside the district borders. This is what held up the project the first time around.

- **Advertising Options – Current Magazine, I-94 Billboard, and Ypsi Real**

Downtown Ypsilanti has been voted First place for Current Magazines Best Suburban Downtown in Washtenaw county. Staff asked the committee if they want to use the award for advertising. Andy French and Brian Jones-Chance stated that Current is widely known as a pay-to-play publication. Does not want to reach further down that avenue.

Staff asked the committee for the members to help identify what Ypsi Real can do for our district.

There was an opportunity for advertising space on the digital I-94 billboard, but that space has been snagged by DAY for their own project.

Ylondia Portis stated that DAY took an opportunity the DDA did not seem interested in, and it was not meant as a slight to the DDA.

- **COVID Signage to Businesses**

Staff presented the current signage for social distancing and mask wearing. The committee liked the signage.

#### **IX. Proposed Business:**

Ruth Ann Jamnick thanked the committee for their patience. She enjoys working with the committee. She supports the city and thanked the DDA for allowing her to serve.

No other proposed business.

#### **X. Audience Participation:**

#### **XI. Adjourn**

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



**Match on Main Grant Awarded**

Business Name	Street Address	Grant Award
COOL RESTAURANT GROUP LLC dba Red Rock Barbecue	207 W Michigan Ave	2000
Tap Room	201 W Michigan Ave	2000
Artifact and Whimsy	25 E. Cross St.	2000
Ypsilanti Running Company, LLC	126 W. Michigan Avenue	2000
Brite Idea Tattoo	30 N Huron St, Ypsilanti MI 48197	2000
Ziggy's	206 W Michigan Avenue	2500
CLVTHEO INC. DBA THE WURST BAR	705 WEST CROSS YPSILANTI MI 48197	2500
MIX	130 W Michigan Ave	2500
The Rocket Candy & Novelties	122 W Michigan Ave	2500
Salt City Antiques	115 W Michigan	2500
a2vintage	109 W. Michigan Ave	2500
Evenstar's Chalice	36 N Huron St	2500
24thcheesecakeerie	14 N. Washington Ypsilanti Michigan 48197	2500
Ypsi Studio (Fitness Chick, LLC)	206 W. Michigan Avenue	2500
The Back Office Studio	13 N Washington St	2500
Eastridge Enterprises LLC dba Unicorn Feed & Supply	1144 Roosevelt, Ypsilanti MI 48197 (Business Mailing Adc	3000
Decode Detroit, LLC	16 N. Washington St.	3000
Go Ice Cream	10 N. Washington, Ypsilanti, MI 48197	4000
Original Moxie, LLC	306 N. River St. Suite C	Ineligible
		\$45,000



## **COVID Signage to Businesses and Reopening Guide**

# ATTENTION

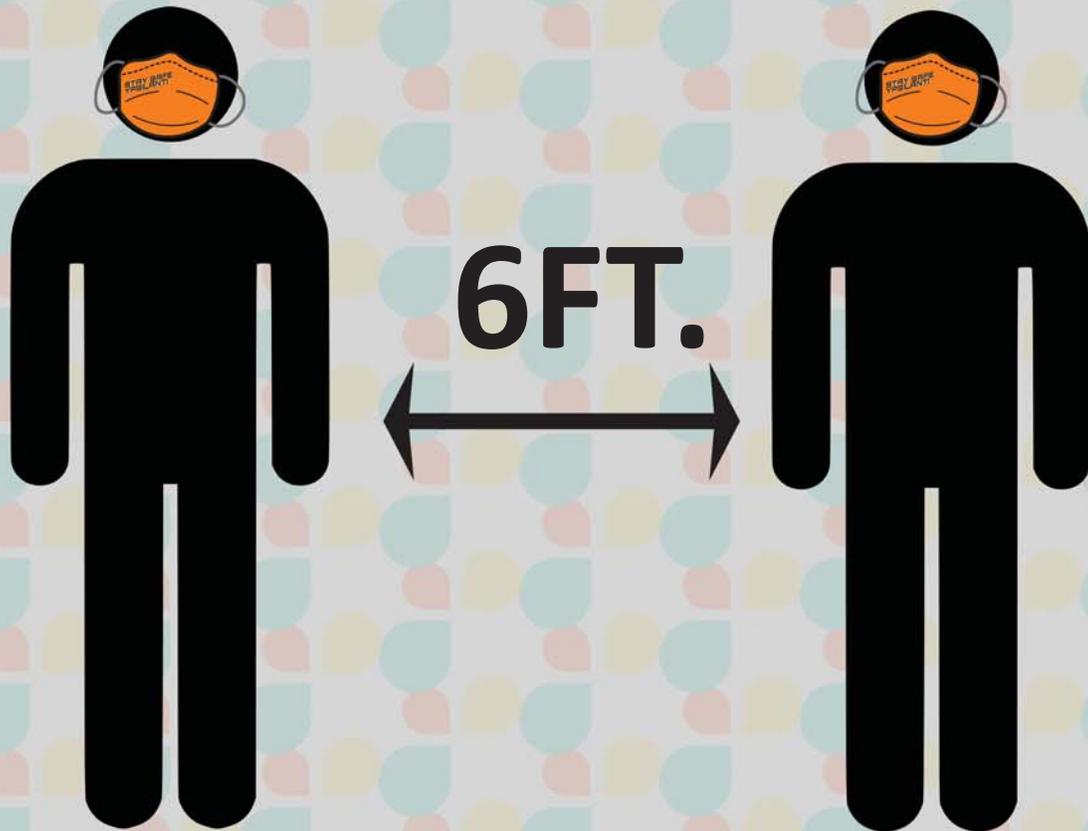
## MASKS ARE REQUIRED BY STATE LAW\*



**DO NOT ENTER IF YOU ARE EXPERIENCING:**  
FEVER, COUGH, SHORTNESS OF BREATH, MUSCLE ACHES,  
SEVERE TIREDNESS, CHILLS, LOSS OF TASTE OR SMELL,  
DIARRHEA, RUNNY NOSE OR SORE THROAT.

\*Except for children under 2 and people with medical conditions that do not allow you to wear a face covering.

# WORK TOGETHER BY STAYING 6FT APART

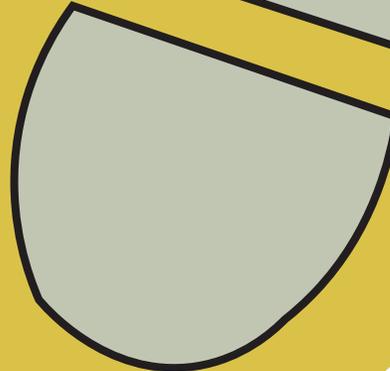
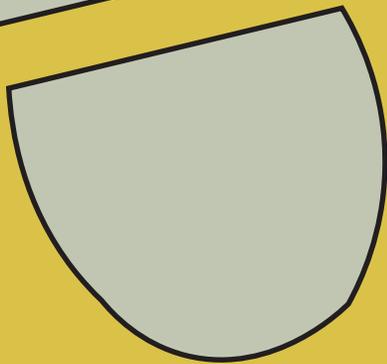
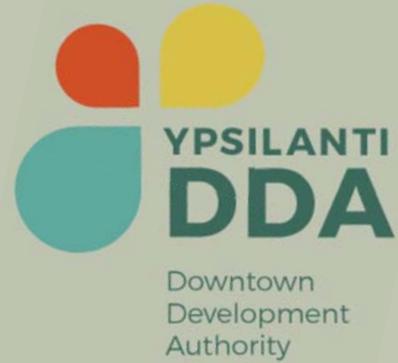
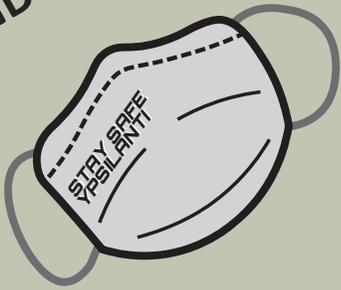


**KEEP AT LEAST 6FT APART FROM PEOPLE WHO DO NOT LIVE IN YOUR HOUSEHOLD. PROTECT YOURSELF AND OTHERS BY WEARING A MASK. MASKS ARE REQUIRED\* IN PUBLIC BUILDINGS**

*\*Except for children under 2 and people with medical conditions that do not allow you to wear a face covering.*

**6 FEET**

**PLEASE PRACTICE  
SAFE DISTANCING  
AND WEAR A MASK**





## COVID-19 Business Reopening Guide

**Disclaimer:** This is a living document and will be updated periodically to reflect new information. It is your responsibility to keep up to date with local Health Department and State Executive Orders to know the most recent guidelines and policies that you will need to comply with. This is not a legal document, nor should it be considered legal advice.

## Executive Summary

The COVID-19 pandemic has posed challenges that governments and individuals have had to face and address. To date, Michigan has had over 50,000 confirmed cases and 5,000 deaths.<sup>1</sup> Michiganders have been sheltering in place since March with the primary goals of suppressing the spread of the novel virus and preparing the health care system for potential outbreaks.

In light of this global pandemic, The City of Ypsilanti and the Downtown Development Authority have developed this guide to help inform local businesses about best practices for mitigating the spread of COVID-19. Please refer to the section of the plan specific to your industry.

The plan has no direct authority, nor can it regulate government or employer policies. The recommendations are only for guidance; it is an expression of our commitment to lead our commercial districts and its people through pandemic recovery into a safer, stronger future.

To remain viable, the plan is consistent, but retains the ability to adapt as we move forward through the recovery process. Now is the time to consider ways to adapt to the “new normal.” The Business Guide is a forward-looking framework that coordinates our efforts to create stronger communities, and a more robust economy.

COVID-19 is an unprecedented and rapidly evolving threat facing Michigan and the world. The health and safety of Michiganders and our guests remains our number one priority. Much of our state’s current success in this fight is because we naturally choose to put each other first and voluntarily adopt safe, new habits. It’s that volunteer spirit that’s been fighting this pandemic and it’s the same volunteer spirit that will rebuild our economy.

This plan has been developed with input from health experts, chambers of commerce leadership and business and industry leaders. It includes specific recommendations which enable most businesses to re-open responsibly without the burden of heavy mandates. This will be a gradual process, with room to adjust as we evaluate changing data.

We ask businesses to provide safe working conditions that protect their employees’ health and also protects consumers while securing their livelihoods. This plan also asks employees to commit to protecting themselves, their co-workers, and the customers they serve. Finally, we encourage every resident and guest to be on the same team with our businesses: act responsibly by following recommended guidelines for social distancing, hygiene and wearing protective equipment when appropriate.

Only by working together as a community of volunteers can we successfully reboot our economy, a vital component of our lives, security and liberty, and successfully move past this public health crisis. We seek to assist with economic recovery efforts in ways that would support development of consistent procedures in local businesses that keep employees and visitors safe, healthy, and comfortable as we adjust to our “new normal.”

<sup>1</sup> Michigan.gov, “Coronavirus / Michigan Data,” ([https://www.michigan.gov/coronavirus/0,9753,7-406-98163\\_98173---.00.html](https://www.michigan.gov/coronavirus/0,9753,7-406-98163_98173---.00.html), Accessed May 21, 2020).

# Economic Recovery

## STRATEGIES FOR KEEPING EMPLOYERS & EMPLOYEES HEALTHY

There are several characteristics of a pandemic that differentiate it from types of emergencies. Unlike other natural disasters or terrorist events, where any disruption to business service provision is likely to be infrastructure -related, disruption to business operations in the event of a pandemic is anticipated to be human- and material -oriented. A pandemic has the potential to cause illness in a very large number of people, overwhelm the health care system, and jeopardize services by causing high levels of absenteeism in the workforce. Basic services, such as health care, law enforcement, fire, emergency response, communications, transportation, and utilities could be disrupted during a pandemic. Finally, unlike many other emergency events, a pandemic will be widespread, affecting multiple areas of the United States and other countries at the same time.

A pandemic will also be an extended event, with multiple waves of outbreaks in the same geographic area; each outbreak could last several weeks. Waves of outbreaks may occur over a year or more.

Businesses will likely experience:

1. Absenteeism - It is projected that up to 30–40% of the workforce may be absent due to the effects of the pandemic on individuals and families. Employees could be absent because they are sick; must care for sick family members or for children if schools or day care centers are closed; or are afraid to come to work.
2. Change in patterns of commerce - During a pandemic, consumer demand for items related to infection control is likely to increase dramatically, while consumer interest in other goods may decline. Consumers may also change the ways in which they shop as a result of the pandemic. Consumers may try to shop at off-peak hours to reduce contact with other people, show increased interest in home delivery services, or prefer other options, such as drive-thru service, to reduce person-to-person contact.
3. Interrupted supply/delivery - Shipments of items from those geographic areas severely affected by the pandemic may be delayed or cancelled.

The Ypsilanti Downtown Development Authority is recommending strategies to address these issues, as well as safeguarding protocols for all businesses, including those that are re-opening and those essential businesses that have remained open during the stay at home order. These safeguarding protocols are based on the recommendations of the CDC, OSHA and other leading authorities.

## FOR ALL BUSINESSES

The Ypsilanti Downtown Development Authority is recommending safeguarding protocols for all businesses, including those that are re-opening and those essential businesses that have remained open during the Stay at Home order. These safeguarding protocols are based on the recommendations of the CDC, OSHA, and other sources. All employers and employees should take steps to reopen safely, help other industries be able to open more quickly, and help Ypsi remain healthy and open for business.

## EMPLOYERS

1. Allow employees to work from home as much as possible. Telework is the best way for employees to remain working and avoid exposure, however, depending on the industry or nature of work, this is not always an option.
2. Screen all employees reporting to work for COVID-19 symptoms with the following questions and questions recommended by the Health Department of Northwest Michigan:
  - Have you been in close contact with a confirmed case of COVID-19?
  - Are you experiencing a cough, shortness of breath, or sore throat?
  - Have you had a fever in the last 48 hours?
  - Have you had new loss of taste or smell?
  - Have you had vomiting or diarrhea in the last 24 hours?
  - Please see the Washtenaw County Health Department screening questionnaire at:  
<https://www.washtenaw.org/DocumentCenter/View/15849/COVID-19-Workplace-Checklist>
3. Temperature screening employees:
  - Best practice: Employers to take temperatures on site with a no-touch thermometer each day upon arrival at work.
  - Minimum: Temperatures can be taken before arriving. Normal temperature should not exceed 100.4 degrees Fahrenheit.
4. Direct any employee who exhibits COVID-19 symptoms (i.e., answers yes to any of the screening questions or who is running a fever) to leave the premises immediately. They should also seek medical care and/or COVID-19 testing, per CDC guidelines. Employers should maintain the confidentiality of employee health information.

4. Implement workplace cleaning and disinfection practices. These should be according to CDC guidelines,<sup>3</sup> with regular sanitizing of high-touch surfaces at least every two hours. Make sure to frequently disinfect commonly touched surfaces, such as work stations, door knobs/handles, countertops, railings, etc. Provide employees disposable disinfecting wipes so these surfaces can be wiped before and after each use.
5. Plan for potential COVID-19 cases, and work with local health department officials when needed (e.g., monitor and trace COVID-19 cases, deep clean facilities). If possible, designate a contained space at work should an employee show symptoms of the virus to wait if not able to go home right away. Additionally, have a “Preparedness and Response Plan” ready to address all COVID-19 related policies and procedures for your business.
6. Covered employers and employees should be aware of the provisions of the federal Families First Coronavirus Response Act, which allows for paid sick leave or expanded family and medical leave for specified reasons, such as for self-quarantining or seeking a medical diagnosis for COVID-19 symptoms. A PDF of the Families First Coronavirus Response Act can be found here:

<https://www.congress.gov/116/plaws/publ127/PLAW-116publ127.pdf>.

7. Update the Employee Illness Policy to include the symptoms of “COVID-19” or create a COVID-19 specific policy. All staff should sign the policy, and the policy should be posted for confirmation. It is strongly recommended that leave policies are flexible and non-punitive to allow employees to stay home and care for themselves, their children, or other family members who may be sick or in need of other care (such as workers who have limited child care options).
  1. Limit self-service options (customer samples, communal packaging, food/beverages, buffets, etc.).
  2. Post extensive signage on health policies, including the following documents in the workplace to help educate building occupants on COVID-19 best practices and CDC guidance to stop the spread of germs & CDC guidance on COVID-19 symptoms

<sup>3</sup> Centers for Disease Control and Prevention, “Cleaning and Disinfecting Your Facility: Everyday Steps, Steps When Someone is Sick, and Considerations for Employees,” (<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, Accessed May 12, 2020).

## EMPLOYEES

1. Stay home when feeling ill, when exposed to COVID-19 (e.g., positive household member case), or if diagnosed with a confirmed case of COVID-19. Employees who are particularly vulnerable to COVID-19 according to the CDC (e.g., due to age or underlying conditions) are encouraged to stay home.
2. Practice increased hygiene practices—wash hands more frequently, avoid touching the face, and practice good respiratory etiquette.
3. Wear a cloth face covering (not an N-95 or medical mask, which should be reserved for healthcare workers) while at work and in public to help protect against the spread of the virus.
4. Practice recommended social distancing to the greatest extent possible. This means stay 6 feet away from others as much as possible.
5. Abide by guidelines established by employer, which may include the use of gloves, social distancing practices in the workplace, and increased sanitation.

## FACILITIES

1. Determine what needs to be cleaned and disinfected. Areas that have not been occupied for 7 or more days do not need to be routinely cleaned. Outdoor areas generally only need to be cleaned routinely and not disinfected, unless there are surfaces or objects that are frequently touched by multiple people.
2. Make sure to clean then disinfect. Cleaning is using soap and water to get rid of dirt, germs, and other impurities. Disinfecting is when bleach, alcohol, or other EPA approved chemicals to kill germs.
3. Increase frequency of cleaning and disinfecting highly used areas and surfaces. It is recommended to clean/disinfect highly trafficked areas every two hours when visibly dirty. Some frequently touched surfaces and objects that will need routine disinfection may include: work spaces, tables, countertops, door knobs/handles, light switches, phones, keyboards/mouse, touch screens, faucets and sinks, toilets, etc.
4. Wear proper Personal Protective Equipment for cleaning and disinfecting activity. Check the manufacturer's instructions on types of PPE needed for using the product.
5. Bathroom cleaning efforts should be at least doubled and other precautions should be taken to decrease chance of spreading the virus. Signs should be placed that ask customers and employees to wash their hands BEFORE AND AFTER using the restroom. Utilize touchless faucets, paper towel dispensers, and toilet flushers. Consider getting rid of air dryers and replace with no-touch disposable paper towel dispensers.
6. Utilize touchless technology as much as possible. Use touchless payment options, have touchless dispensers for hand sanitizer, paper towels, soap, faucets, etc. Consider purchasing these and other options to reduce the risk of spreading the virus at your establishment.

7. Provide hand sanitizer and wipes for employees to disinfect frequently touched surfaces. Encourage employees to disinfect frequently touched surfaces before and after use. Have employees clean their workspaces regularly with disposable disinfecting wipes.

## INDUSTRY SPECIFIC GUIDELINES

Businesses should follow guidance issued by the Centers for Disease Control and Prevention, as well as any applicable federal or regulatory requirements. In addition to these general guidelines for Washtenaw County employers and employees, each employer and employee should refer to their industry-specific guidance, as set forth on the following pages. These industry-specific safeguarding protocols have been created with the input of private sector working groups in partnership with the Economic Recovery Group. Protocols are subject to change and may be released on a rolling basis.

### **Restaurant Industry**

In addition to strict adherence to CDC and OSHA guidelines, the following recommendations for restaurants to put into place to protect consumers and employees, include:

#### Employee Protection for Restaurants

1. Follow sanitation frequency guidance contained in this document at all times and as directed by the FDA.
2. Have dedicated face coverings and dedicated gloves (i.e., only used by one person) worn by all employees, at all times. These face coverings should not be N-95 or medical variety; those should be saved for use by healthcare workers.
3. Encourage increased hygiene practices—have employees wash their hands more frequently, avoid touching the face, and practice good respiratory etiquette.
4. Require all employees to report any symptoms of illness to supervisor and require notification of COVID-19 positive case in employee's household. Clear communication is key for preventing an outbreak at your business.
5. Provide ServSafe COVID-19 training for all food handlers as soon as possible. Found here: <https://www.servsafe.com/Landing-Pages/Free-Courses>.

#### Consumer Protection for Restaurants

1. Limit the number of customers in the restaurant to 50% of seating capacity. Rearrange indoor dining spaces to reduce cross-customer contamination. Tables should be spaced at least 6 feet apart. Limit tables to no more than 6 guests per table.

2. Mark any indoor or outdoor waiting area so that social distancing standards are met. (Options can include a text system to alert guests of available seating, an intercom system, or only one member of a party being allowed to wait in the waiting area).
3. Bar areas should remain closed. They will remain closed until the State allows these areas to be in use again.
4. Live music should not be permitted. Because it is widely believed that the virus is spread through droplets, live music poses a risk to customers.
5. Screen customers for illness upon their entry into the restaurant:
  - a. Best practice: Temperature checks for every customer. Customers with temperatures above 100.4 degrees Fahrenheit should not be permitted on premise
  - b. Minimum: Question customers regarding COVID-19 symptoms
    - Have you been in close contact with a confirmed case of COVID-19?
    - Are you experiencing a cough, shortness of breath, or sore throat?
    - Have you had a fever in the last 48 hours?

#### Business Process Adaptations for Restaurants

1. Place hand sanitizer stations in lobby, bathrooms & cashier stations.
2. Sanitize all front-of-house contact surfaces including door handles, screens, phones, pens, keyboards and other areas of hand contact every two hours, at a minimum.
3. Use menus that are disposable or sanitized between each use.
4. Use rolled silverware/napkins stored in sealed bins (gloves should be used by staff while rolling silverware in designated sanitary areas).
5. Sanitize all tabletop items, including condiments, after each table turns (or use disposables).
6. Sanitize chairs, especially where contact occurs, after each table turns.
7. Do not offer self-serve buffets, condiments on a counter for use by multiple tables, or beverage station re-use.

#### Retail Industry

In addition to strict adherence to CDC guidelines, the State recommends retail industries put into place an assortment of measures to protect consumers and employees, including:

##### Employee Protection for Retail

1. Staff should wear face coverings and other personal protection items as recommended by the CDC. These face coverings should not be N-95 or medical variety that should be saved for use by healthcare workers.
2. Provide training on personal protective equipment. The CDC and other entities have guidelines that can be used for training.

3. Provide a sanitizing station such as a wash basin with soap and/or bottle of hand sanitizer. Keep them at work stations or areas that employees frequent.
4. Stagger shifts, breaks, and meals, in compliance with wage and hour laws and regulations, to maintain social distancing.
5. Provide regular updates and training for employees about personal COVID-19 mitigation and store safeguards based on CDC guidelines. Communication with employees is important to show that you are interested in their health and wellbeing.
6. Require all employees to report any illness to supervisor and require notification of COVID- 19 positive case in employee's household. Clear communication is key for preventing an outbreak at your business.
7. Prohibit congregating in break rooms or common areas and limit capacity of such areas to allow for safe social distancing minimum of 6 feet whenever possible.

#### Consumer Protection for Retail

1. Limit the number of customers inside a store at a given time, excluding employees and representatives of third-party delivery companies, to 50 percent or less of store occupancy based on the Fire Marshall's rating for the building. This will allow for better social distancing and will better protect employees, customers, and visitors.
2. Customers should wear face coverings inside the store.
3. Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers. These can be before or after regular hours.
4. Establish one-way aisles and traffic patterns for social distancing.
5. Increase curbside, pickup, and delivery service options. This will minimize contact and maintain social distancing between employees and customers.
6. Assign staff to prompt customers regarding the importance of social distancing.
7. Add social distancing "reminder" signs, personal stickers, floor decals, and audio announcements.

#### Business Process Adaptations for Retail

1. Establish enhanced cleaning protocols that follow CDC guidelines including sanitizing shared resources (such as carts) after each use, and sanitizing all high traffic / high touch areas (such as counters check-out lanes, keypads, break rooms, dressing rooms, rest rooms) every two hours and when visibly dirty.
2. Use a clearly designated entrance and a separate clearly designated exit to maintain social distancing.
3. Use plastic shields or barriers between customers and clerks at service counters, and clean them frequently (every 2 hours and when visibly dirty).



## Movie Planning

YPSI DRIVE-IN MOVIES featuring IFFY  
(Independent Film Festival Ypsilanti)

While the launch of Ypsi's first film festival was postponed to October 1 - 3, a special sneak preview^selection of short films will get the spotlight on August 20th at the Ypsi Drive-In, sponsored by the DDA.

This program of short films will surprise the senses and spark the imagination. Many of the films are locally produced, yet this program will send viewers across the world and beyond. Just about every genre of film will be explored, including: action, comedy, music videos, documentaries, personal and poetic videos, mash-up media art and much, much more.

Total runtime: 105minutes; Films not rated

—————  
Pretty certain we'll include the following (again, to be confirmed)  
locally-made films:

- Michigan premiere of Bliss Burger by Ypsi filmmaker (and EMU grad)  
Adam Wright:

- Ypsi Township filmmaker/UM Dearborn professor Jen Proctor's funny/damning critique of women's portrayal in Hollywood/TV: Nothing a Little Soap and Water Can't Fix
- WCC's student Emmy Meadows "Sniffer" about a young woman obsessed with the smells of her affections
- EMU alum Heather Irvine's piece filmed throughout EMU's campus, based on a touching real-life story about two runners connecting over grief

PLUS,

- A handful of films from our program featuring female filmmakers of color with a sci-fi theme—  
Skin.Synth.Sound.—including a narrative film about a native Hawaiian astronaut trying to reconcile unresolved family issues.

AND,

- A handful of visually striking films from our "Flip the Script" program, including the playful, educational short art film To Abstract

✓ Quote
✓ Contract
Invoice



Carey & Paul Group  
Dynamic Event & Entertainment Concepts

**INVOICE** 706  
**ISSUED** June 5, 2020  
**DUE DATE** August 20, 2020

**FROM** Carey and Paul Group  
 P. O. Box 187  
 Troy, MI 48099

**TO** City of Ypsilanti  
 Christopher Jacobs  
 1 S. Huron Street  
 Ypsilanti, MI 48197

ITEM	QUANTITY	PRICE	TOTAL
<b>Drive In Movie</b> July 23, 2020  Arrival about 7:30 pm Movie to begin at dusk  Location: TBA Ypsilanti MI	1	\$950.00	<b>\$950.00</b>

ITEM	QUANTITY	PRICE	TOTAL
<b>Drive In Movie</b> August 20, 2020 Arrival about 7:30pm Movie to begin at Dusk  Location: TBA Ypsilanti, MI  Includes 25' Ft Inflatable Screen, FM Transmitter for in car listening/viewing, set up and tear down, technician  ** Client must supply movie in DVD blue ray format  ** In the event of inclement weather City will notify Carey and Paul Group by 2:00 pm to reschedule the event.  ** Please give us the title of movie for each date.	1	\$950.00	<b>\$950.00</b>
			Subtotal: <b>\$1,900.00</b>
			Tax: <b>\$0.00</b>
			Payment due by June 26, 2020 <b>\$950.00</b>
			Payment due by August 20, 2020 <b>\$950.00</b>
			<b>Total: \$1,900.00</b>
			<b>Balance Due: \$1,900.00</b>



## **West Cross Alley Reconstruction**



West Cross Alley ROW

**Legend**

Property Line

STATION POB @ N NORMAL ST  
STATION POE @ COLLEGE PLACE

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

# Alley - S. Of Cross Between College Place and Normal Resurfacing

City of Ypsilanti

Produced by:



34000 Plymouth Rd, Livonia, MI 48150 - 734.522.6211

Data provided by the Washtenaw County Information Technology Department and the Michigan Center for Geographic Information. Orchard, Hiltz, and McCliment does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Township and all use is strictly at the user's own risk.

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NO PARKING  
PERMITTED  
IN THIS AREA  
EXCEPT FOR  
EMERGENCY  
VEHICLES  
AND VEHICLES  
AUTHORIZED BY  
THE CITY OF  
PHILADELPHIA  
FOR THE  
PURPOSES OF  
THIS ORDER

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THE CITY OF  
PHILADELPHIA  
FOR THE  
PURPOSES OF  
THIS ORDER

CITY OF YPSILANTI  
LOG OF PROJECT  
**WEST CROSS ALLEY RECONSTRUCTION:**

OHM:RCMJ

1 of 3

6/12/19

**DESCRIPTION OF WORK**

The project consists of pavement reconstruction.

**RECONSTRUCTION PROJECT**

<b>STREET</b>				<b>TYPE OF WORK</b>	<b>PROP. PAVT THICKNESS</b>	<b>START STA.</b>	<b>END STA.</b>	<b>DRIVE LANE WIDTH</b>
<b>#</b>	<b>NAME</b>	<b>FROM</b>	<b>TO</b>					
1	West Cross Alley	N Normal St	College Place	Remove and Replace	Varies	0+00	3+30	25 ft

**DEFINITIONS**

Traffic shall be maintained throughout the project as provided in the details and Special Provision for Maintaining Traffic.

A "Minor Road" is defined as a side street which terminates or originates at a collector road. This designation affects the limits of work in terms the rehabilitation of the side street approaches and POB and POE approaches. The thickness of the existing pavement is not a determining factor as to whether the street is called a major or minor road. Refer to Special Detail "Work Limits for Residential Streets & Driveway Approaches"

**GENERAL PLAN NOTES**

The improvements in this proposal shall be done in accordance with City of Ypsilanti Engineering Standards, the Michigan Department of Transportation 2012 Specifications, Supplemental Specifications, and Special Provisions packaged herein.

**UNDERGROUND UTILITIES**

For the protection of underground utilities and in conformance with Public Act 53, 1974, the contractor shall call Miss Dig (1-800-482-7171) a minimum of three full working days, excluding Saturdays, Sundays, and Holidays prior to beginning each excavation in areas where public utilities have not been previously located. Miss Dig members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.

## **EXISTING UNDERGROUND UTILITIES**

The contractor will be responsible for any damage to existing water mains and/or existing sanitary sewer due to the contractor's negligence during the construction of this project.

## **UNSEEN UNDERGROUND STRUCTURES**

During the milling of Concrete pavement and pavement repair removal operations, existing drainage, sanitary structures or water main structures may be encountered that have been left below the existing pavement on previous overlay projects. These structure covers shall be adjusted to the proposed finished grade using the pay items provided in the miscellaneous estimates as directed by the Engineer. If an unseen (i.e. buried below the existing pavement due to previous overlay projects) structure casting is damaged in the milling or pavement removal process, the casting will be replaced and paid for separately, as directed by the Engineer. Adjustments will only be paid for once, regardless of the number of adjustments required.

## **SANITARY SEWER OR GATE WELL COVER**

New sanitary sewer or gate well cover(s) may be required, as directed by the Engineer. The City will furnish the frame and covers as needed.

## **ADJUSTING STRUCTURES**

Adjusting structure covers (drainage, sanitary and water main) shall be done in accordance with Section 403.03 of the 2012 Michigan Department of Transportation Standard Specifications for Construction. Final adjustment of structures shall be made after the placement of the HMA. All structures covers shall be reused unless the existing cover is unsalvageable, as directed by the Engineer. Adjusting sanitary structures and adjusting gate well structures shall also be done in accordance to the included Special Provisions.

## **STATIONING**

Stationing on this project is described independently on each street. Stationing was measured and painted on the pavement and is not necessarily exact or accurate. Stationing is shown for quantitative and general locating purposes only.

## **ADJUSTING MONUMENT BOXES**

It is the intent that all government corners on this project be preserved and that, where necessary, monument boxes be adjusted, whether shown or not.

## NOTES APPLYING TO STANDARD PLANS

Where the following items are called for on the plan sheets, they are to be constructed according to the Michigan Department of Transportation Standard Plan given below opposite each item unless otherwise indicated.

<b><u>STD PLAN #</u></b>	<b><u>TITLE</u></b>
<u>R-1-G*</u>	Drainage Structures
<u>R-2-D</u>	Manhole Base Type 1
<u>R-7-F</u>	Cover B
<u>R-15-F</u>	Cover K
<u>R-28-J*</u>	Sidewalk Ramp and Detectable Warning Details
<u>R-29-I</u>	Driveway Openings & Approaches, and Concrete Sidewalk
<u>R-30-G</u>	Concrete Curb and Concrete Curb & Gutter
<u>R-44-F</u>	Concrete Pavement Repair
<u>R-83-C</u>	Utility Trenches
<u>R-96-E</u>	Soil Erosion and Sedimentation Control Measures
<u>R-100-H</u>	Seeding and Tree Planting
<u>WZD-125-E</u>	Temporary Traffic Control Devices

\* - Indicates MDOT Special Detail

**a. Description.** Traffic shall be maintained by the Contractor throughout the project in accordance to Sections 104.11 and 812 of the 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices, and any supplemental specifications in this proposal.

The Contractor shall notify the Engineer and City of Ypsilanti a minimum of 72 business hours prior to the implementation of any detours, road closures, or lane closures or major traffic shifts.

The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA) or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contract work.

City of Ypsilanti maintenance crews and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City and/or Contract Maintenance Agency will coordinate their operations with the Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

1. Construction Influence Area (CIA). The CIA shall include the area within the right-of-way of the West Cross Alley from N Normal St to College Place. The C.I.A. shall also include the area within the right-of-way of all intersecting streets in accordance with the plans.
2. Traffic Restrictions. During the course of construction, the Contractor shall accommodate pedestrian traffic along the roads. Provisions shall be made to maintain access for waste collection vehicles at all times. Where possible and when directed by the Engineer, all streets must be left open to traffic when not working on the project (i.e. weekends, holidays, nights) except for the area under reconstruction or unless authorized by the Engineer.

Pedestrian access shall be maintained on at least one side of street at all times.

The minimum traveled lane width shall be 10 feet on all portions of the roadway.

All lane closures shall originate and continue through the same side of the roadway. No conflicting lane closures shall be permitted. The Contractor shall not be permitted to switch from the right lane to the left lane and vice-versa.

Driveway access shall be closed with prior contractor notification to the property owner for the paving, curbing and driveway operations.

**b. Materials.**

1. Traffic Control Devices. All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 edition as revised, and as specified herein.

The Contractor shall place W21-4 signs (ROAD WORK AHEAD) on all crossroads within the project limits during construction as detailed on the construction signing plans.

Temporary warning, regulatory and guide signs not required for a particular work operation, shall be removed, completely covered, or laid down with the legs off, as directed by the Engineer.

Payment for all equipment, labor, materials and traffic control materials required to cover temporary signs shall be considered to be included in the cost of the traffic control.

When signs for this project are to be covered, they shall be covered in accordance with Section 812.03 of the 2012 Standard Specifications for Construction and applicable details therein except as noted above.

Temporary signs that are to remain in place for 30 days or more shall be installed on permanent post mounts as directed by the Engineer. All other signs may be installed on portable supports.

All traffic control devices moved to facilitate to Contractors operation shall be replaced at the end of the workday. The Contractor shall routinely maintain the traffic control devices including, but not limited to proper placement, weighted with sandbags, replacement of lights and replacing damaged devices. The Contractor shall be responsible for protecting the work area and shall supply the necessary traffic control devices apart from those called for on the plans to delineate the work area from adjacent property. The location for storage of materials and equipment shall be as approved by the Engineer.

2. All diamond-shaped warning signs shall be 48 inch x 48 inch mounted at a 7 foot minimum bottom height unless otherwise specified in the typicals.
3. Traffic Control shall be in accordance with the following MDOT typicals:

G20 series, Injure Kill, Double Fines advance signing treatment on an undivided roadway – M0040

Taper, Buffer, and TCD Spacing Charts (M0020a)

Ground Driven Sign Supports for Temporary Signs (WZD100-A)

**c. Measurement and Payment.** The completed work as measured for Traffic Maintenance and Control will be paid for at the contract unit prices for the following contract items (Pay Items).

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Maintenance and Control .....	Lump Sum

Traffic Maintenance and Control will be paid for as a lump sum, which will be considered as payment in full for labor, materials, and equipment needed to accomplish this work.

**a. Description.** The Contractor is to start work on or before the date designated as the starting date ten days after award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department and the City.

**b. Completion Dates.** The following completion dates have been specified for various elements of the work. Exact dates to be determined at Preconstruction Meeting.

July 6, 2020..... Tentative Start Date

July 27, 2020..... Substantial Completion Date

August 10, 2020 ..... Final Completion Date

Substantial Completion shall include the roadway pavement open to traffic, permanent driveways and sidewalks. If restoration has not been installed, temporary erosion control measures such as staked in-place mulch blanket shall be installed. This work is included in the cost of **Surface Restoration, Modified**.

Final completion shall include acceptance of Surface Restoration, Modified.

**c. Progress Schedule.** The low bidder for the work covered by this proposal will be required to attend a preconstruction meeting with City representatives and present a detailed progress schedule. The schedule for this preconstruction meeting will be set within two weeks after the low bidder is determined. The Project Engineer will arrange the time and the place for the pre-construction meeting.

Named subcontractors for Specialty and/or Designated Items, which materially affect the work schedule, shall also attend the preconstruction meeting. They will be required to sign the Progress Schedule to indicate their approval of the dates of work set forth in it.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the dates that these work items will be controlling operations. The items of work as noted above and their anticipated completion dates shall also be noted in the Progress Schedule.

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

CITY OF YPSILANTI  
SPECIAL PROVISION  
FOR  
**PAVT, REM, MODIFIED**

OHM:RCMJ

1 of 1

6/12/2020

- a. Description.** This work shall be done in accordance with Section 204 of the 2012 Michigan Department of Transportation 2012 Standard Specifications for Construction except as herein provided.
- b. Materials.** The materials used shall be as defined in Section 204 of the 2012 Michigan Department of Transportation 2012 Standard Specifications for Construction.
- c. Construction.** The existing roadway, sidewalk, curb and gutter, and driveway pavement(s) to be removed shall be paid for once as "Pavt, Rem, Modified", regardless of depth/thickness of pavement material being removed. The existing pavement may contain different materials with different depths of each material and potentially remnants of street railway system including ties, ballast, rails and spikes, plates and other material. The Contractor shall investigate the pavement cores/soil borings. No claims will be allowed for pavement thicker than anticipated, where no pavement core/soil boring data exists. "Pavt, Rem, Modified" shall include excavation, removal and disposal of all pavements and materials necessary to construct the proposed improvement.
- d. Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following contract items (pay items):

<b>Contract Item (Pay Item)</b>	<b>Pay Unit</b>
Pavt, Rem, Modified.....	Square Yard

**Pavt, Rem, Modified** will be measured in its original position by the unit square yard and paid for at the contract unit price per square yard, which price shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

**a. Description.** This work shall consist of undercutting and backfilling to replace material that in the opinion of the Engineer is susceptible to frost heave or differential frost action and to remedy unstable soil conditions. This work shall be done in accordance with Section 205 of the 2012 Standard Specifications for Construction except as provided herein.

**b. Materials.** Dense-Graded Aggregate material shall meet the requirements specified in Section 902, Table 902-1 and 902-2 except that the material shall be 21AA Limestone. No Plastic fines shall be added.

**c. Measurement and Payment.** The completed work as measured for Subgrade Undercut and Refill, 21AA, Limestone will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay item</u>	<u>Pay Unit</u>
Subgrade Undercut and Refill, 21AA, Limestone.....	Cubic Yard

Subgrade Undercut and Refill, 21AA, Limestone shall be measured compacted in place and shall be based upon the average length, width, and depth measurements of the undercut areas as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to remove unsuitable subgrade material, in the opinion of the Engineer, and replace with MDOT 21AA limestone aggregate compacted to at least 95% of its maximum unit weight. It shall include all costs for disposing of the excavated material offsite by the Contractor and all other costs associated with the work.

CITY OF YPSILANTI  
SPECIAL PROVISION  
FOR  
AGGREGATE BASE COURSES

OHM:RCMJ

1 of 1

6/12/2020

a. **Description.** This work shall be done in accordance with Section 302, Aggregate Base Courses, of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as herein provided.

b. **Materials.** Dense-Graded Aggregate material shall meet the requirements specified in Section 902, Table 902-1 and 902-2 except that the material shall be 21AA Limestone. No Plastic fines shall be added.

c. **Construction.** Aggregate Base, Modified shall be placed as directed by the Engineer in full-depth pavement repair area. Aggregate Base shall also be placed under driveway, curb, and sidewalk repair area.

d. **Measurement and Payment.** The completed work as measured for AGGREGATE BASE COURSES will be paid for at the contract unit prices for the following contract items (Pay Items).

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, __ inch, Modified .....	Square Yard

Payment for Aggregate Base, \_\_ inch, Modified will be measured and paid for by the square yard, which will be considered as payment in full for labor, materials, and equipment needed to accomplish this work.

**a. Description.** This work shall consist of furnishing and installing maintenance aggregate. This work shall be done in accordance with this special provision.

**b. Materials.** Dense-graded aggregate used for road maintenance shall meet the requirements of MDOT 21AA. Dense-Graded Aggregate material shall meet the requirements specified in Section 902, Table 902-1 and 902-2 except that the material shall be 21AA Limestone. No Plastic fines shall be added.

**c. Construction Methods.** Construct in accordance to Section 306 of the 2012 MDOT Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work as measured for MAINTENANCE AGGREGATE, 21AA will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance Aggregate, 21AA.....	Ton

Maintenance Aggregate, 21AA shall be measured in tons based upon certified weight delivery tickets. The aggregate shall be used at various locations for temporary maintenance of local traffic and shall be considered for payment only where authorized by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact 21AA material where authorized by the Engineer. Removal of the maintenance aggregate shall be considered as included in the placement work and will not be paid for separately.

**a. Description.** Hot Mix Asphalt (HMA) and binder shall be applied per the following rates.

**b. Materials.**

Ident. No.	Item Description	Rate (Lbs/Syd)	Estimated Thickness (Inches)	Performance Grade	Location/Remarks
13A	HMA, 13A	220	2.0	64-28	Top Course
3C	HMA, 3C	220	1.5	64-28	Leveling Course
3C	HMA, 3C	220	1.5	64-28	Base

Note: Bond coat at 0.05 to 0.10 Gal/Syd between each lift and over existing pavement. Minimum aggregate wear index (AWI) = 260. Bond coat to be applied long longitudinal joint prior to paving adjacent lane.

Tier 1 Rap content shall apply to all top courses.

CITY OF YPSILANTI  
SPECIAL PROVISION  
FOR  
**CONCRETE PAVEMENT WITH SIDEWALK AND INTEGRAL CURB**

OHM:RCMJ

1 of 1

06/12/2020

**a. Description.** Work shall be done in accordance with applicable sections of the *Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction*, except as follows. Complete this work according to the Standard Specifications for Construction and this special provision.

**b. Materials.** Materials shall be in accordance with applicable sections of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction.

Sidewalk base material shall be 21AA limestone.

**c. Construction.** Construct 7 inch concrete pavement according to Section 602 of the Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following contract pay item(s) and includes all material, equipment and labor to complete this item. Conc Pavt with Sidewalk and Integral Curb, Nonreinf, \_\_ inch, Modified will be measured by the area of the pavement, in place.

Pavement base material shall match road pavement base thickness and paid for by aggregate base material pay item.

**PAY ITEM****PAY UNIT**

Conc Pavt with Sidewalk and Integral Curb, Nonreinf, \_\_ inch, Modified .....Square Yard

**CITY OF YPSILANTI  
SPECIAL PROVISION  
FOR  
STATION GRADING**

OHM/RCMJ

1 of 3

6/12/2020

**a. Description.** This work shall consist of removal of existing road base material (including soil, aggregate,) and grading the site within limits of impact to prepare for road improvement cross section in accordance with City of Farmington Hills Standards and/or as specified herein:

**b. Construction Methods.** Proposed road subgrade elevation shall be established/prepared and graded according to the plans or as directed by the Engineer. Costs to perform all earthwork excavation (including excavation of soils, aggregates, roots, or cement-stabilized material), installation of embankment CIP, or other necessary earthwork within the grading limits of the project after removal of road pavement shall be considered included in this pay item. Material requirements for roadway construction shall be consistent with 2012 MDOT Standard Specifications, Section 205. In addition, the costs to relocate, repair, or replace damaged irrigation systems, relocation of boulders to a location outside the public ROW as directed by Engineer, establishing road shoulder subgrade elevation, blending of grades into existing ditch fore-slope, and miscellaneous landscaping removal located within the ROW/Grading Limits, shall be considered to be included as part of this pay item.

**d. Measurement and Payment.** The completed work as measured for STATION GRADING will be paid for at the contract unit price for the following contract item (pay item).

<b>Pay Item</b>	<b>Pay Unit</b>
Station Grading .....	Station

Station grading shall be measured along the construction centerline of road from point of beginning to point of ending. Measurements shall extend through intersections, but will not be taken along intersecting driveways or side streets. One station equals one hundred feet.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to perform the earthwork and related items of work noted above

Cost Form  
 City of Ypsilanti  
 West Cross Alley Reconstruction

June 12, 2020  
 OHM Job No. 0094-20-0030  
 Form due back to rachel.jackson@ohm-advisors.com  
 by 10 AM Wednesday, June 17, 2020

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>BASE BID</b>					
1	Mobilization, Max 10%	LSUM	1	\$	\$
2	Pavt, Rem, Modified	Syd	850	\$	\$
3	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$	\$
4	Station Grading	Sta	3.30	\$	\$
5	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$	\$
6	Maintenance Aggregate, 21AA	Ton	10	\$	\$
7	Dr Structure Cover, Adj, Case 1	Ea	4	\$	\$
8	Dr Structure, Tap, 6 inch	Ea	1	\$	\$
9	Underdrain, Subbase, 6 inch	Ft	300	\$	\$
11	Surface Restoration, Modified	Syd	15	\$	\$
<b>TOTAL BASE BID</b>					<b>\$ -</b>
<b>ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base</b>					
12	Aggregate Base, 8 inch, Modified	Syd	850	\$	\$
13	HMA, 3C	Ton	160	\$	\$
14	HMA, 13A	Ton	110	\$	\$
15	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$	\$
<b>TOTAL ALTERNATIVE A</b>					<b>\$ -</b>
<b>ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base</b>					
16	Aggregate Base, 6 inch, Modified	Syd	850	\$	\$
17	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$	\$
<b>TOTAL ALTERNATIVE B</b>					<b>\$ -</b>
<b>TOTAL BASE BID + ALTERNATIVE A</b>					<b>\$ -</b>
<b>TOTAL BASE BID + ALTERNATIVE B</b>					<b>\$ -</b>

**McGraw Morris P.C.**

GRAND RAPIDS

TROY

SAGINAW

THOMAS J. MCGRAW  
 G. GUS MORRIS  
 CRAIG R. NOLAND  
 STACY J. BELISLE  
 KEVIN K. KILBY  
 CHRISTOPHER J. RAITI  
 CHARLES E. LOVELL  
 AMANDA M. ZDARSKY  
 THOMAS D. LANDA  
 ERIC C. TURNBULL

2075 W. BIG BEAVER ROAD  
 SUITE 750  
 TROY, MICHIGAN 48084  
 TELEPHONE: (248) 502-4000  
 FACSIMILE: (248) 502-4001

**ATTORNEY – CLIENT  
 CONFIDENTIAL COMMUNICATION**

**EXEMPT FROM FOIA PURSUANT TO MCL 15.243(1)(g)**

June 16, 2020

GLENN A. DIEGEL  
 OF COUNSEL

**Via Email: [cjacobs@cityofypsilanti.com](mailto:cjacobs@cityofypsilanti.com)**

Mr. Christopher Jacobs  
 Community Development Manager  
 CITY OF YPSILANTI  
 One South Huron Street  
 Ypsilanti, Michigan 48197

Re: Legal Opinion Regarding Cross Street Ally

Dear Mr. Jacobs:

The City of Ypsilanti has created four downtown development districts: West Cross DDA District; Depot Town DDA District; Downtown DDA District; and the Water Street DDA District. The City of Ypsilanti Downtown Development Authority (“DDA”) would like to resurface an alleyway located in the West Cross DDA District between Cross and Emmet Streets and between Normal and College Place. The resurfacing of the alleyway is an authorized DDA improvement.<sup>1</sup> The DDA is requesting a legal opinion as to whether it may make improvements to this alleyway using tax increment financing (“TIF”) revenue. The issue is that a portion of this alleyway may not be located within the West Cross DDA District (“DDA District”).

Before I can answer your inquiry, a determination must be made as to whether the resurfacing of the alleyway is set forth in the DDA’s Development Plan. A downtown development authority shall only expend the tax increment revenues received for the development program only pursuant to the tax increment financing plan.<sup>2</sup> Pursuant to Table 4 of the West Cross Development and TIF Plan (“TIF Plan”) that you provided, priority project 6 provides for the repair, maintenance, and upgrade of streetscape and other public facility

<sup>1</sup> See Section 207(m) of 2018 PA 57 (the “Act”), being MCL 125.4207(1)(m).

<sup>2</sup> See Section 215(2) of the Act, being MCL 125.4215(2).

improvements and areas to be completed between 2004 and 2028. A public facility is defined as “a street, plaza, pedestrian mall, and any improvement to a street, plaza, or pedestrian mall including street furniture and beautification, park, parking facility, recreational facility, right-of-way, structure, . . . and access routes to any of the foregoing, designed and dedicated to use by the public generally, or used by a public agency. . . .”<sup>3</sup>

Additionally, Section 3 of the DDA’s Development Plan discusses the location and extent of proposed public and private land uses. This Section references a 2002 Cross Street Neighborhood Improvement Plan (the “Cross Street Plan”), which you have provided. Section 3 of the DDA’s Development Plan provides in part:

In general terms, Figure 6 of the Cross Street Plan shows this area to eventually be redeveloped into a consolidated parking lot. This is also supported by Maps 6, 7, and 8 of the Cross Street Plan. Section 3 of the DDA’s Development Plan provides in part:

A copy of the plan [Cross Street] is incorporated by reference into this West Cross Street TIF and Development Plan and is on file at the City of Ypsilanti Community and Economic Development Department . . .

It is my opinion that based upon Table 4 of the TIF Plan, the definition of public facility as set forth in Section 1(x) of the Act, Section 3 of the DDA’s Development Plan, and the 2002 Cross Street Plan, the proposed improvements to the alleyway are set forth in the DDA’s Development Plan.

As the proposed resurfacing of the alleyway is set forth in the DDA’s Development Plan, a determination as to whether TIF revenue may be used to pay for this project can be made to answer your inquiry.

The Michigan Legislature has made a finding that downtown development authorities in Michigan are needed because:

- (a) That there exists in this state conditions of property value deterioration detrimental to the state economy and the economic growth of the state and its local units of government.
- (b) That government programs are desirable and necessary to eliminate the causes of property value deterioration thereby benefiting the economic growth of the state.
- (c) That it is appropriate to finance these government programs by means available to the state and local units of government in the state, including tax increment financing.

<sup>3</sup> See Section 1(x) of the Act, being MCL 125.4201(x).

- (d) That tax increment financing is a government financing program that contributes to economic growth and development by dedicating a portion of the increase in the tax base resulting from economic growth and development to facilities, structures, or improvements within a development area thereby facilitating economic growth and development.
- (e) That it is necessary for the legislature to exercise its power to legislate tax increment financing as authorized in this part and in the exercise of this power to mandate the transfer of tax increment revenues by city, village, township, school district, and county treasurers to authorities created under this part in order to effectuate the legislative government programs to eliminate property value deterioration and to promote economic growth.
- (f) That halting property value deterioration and promoting economic growth in the state are essential governmental functions and constitute essential public purposes.
- (g) That economic development strengthens the tax base upon which local units of government rely and that government programs to eliminate property value deterioration benefit local units of government and are for the use of the local units of government.
- (h) That the provisions of this part are enacted to provide a means for local units of government to eliminate property value deterioration and to promote economic growth in the communities served by those local units of government.

As a portion of a block long alleyway is located within the DDA District and a portion of the alleyway may be located outside of the DDA District, in order to conform to the Legislative findings of the Michigan Legislature, it would not be practical to only resurface a portion of the alleyway and leave a portion unsurfaced. As Mr. Jim Mills in the Michigan Department of Treasury stated, if a Walmart wanted to build within the DDA District and the closest potable water was .25 miles away, you turn to the Legislative intent of the Act. Obviously, a Walmart increases the property values, prevents deterioration, and creates economic development that benefits all of the taxing entities, not just the DDA. It would therefore be acceptable for the DDA to use TIF revenue to construct the .25 miles of waterline to service Walmart.

Here, leaving a portion of the alleyway unfinished and in a deteriorating condition would not increase property values, prevent deterioration, or create economic development in the DDA District. Therefore, to conform to the Michigan Legislature's findings, the entire alley should be resurfaced and as the project is in the DDA's Development Plan, TIF revenue may be used for that purpose.

If the DDA still has concerns regarding this expenditure, it may share its TIF revenue with the City of Ypsilanti<sup>4</sup> ("City") and have the City resurface the alleyway. It is my opinion

<sup>4</sup> See Section 214(4) of the Act, being MCL 125.4214(4).

that the amount shared back to the City should not exceed the amount the DDA captures from the City over the life of the TIF Plan.

Additionally, the DDA and City could resurface the alleyway as a joint project with the DDA paying a portion and the City paying a portion, even if the City's portion is paid with money received from a revenue sharing agreement.

Furthermore, the DDA levies a millage in the DDA District.<sup>5</sup> Even though 2018 PA 57 replaced 1975 PA 197, the verbiage in most of the provisions did not change, including the millage provision. Former Section 12 of 1975 PA 57 authorized the levying of a millage in the DDA District. Section 12 was amended by 1983 PA 86, to remove the words "financing only the operations of," thereby lifting the restriction upon the use of the revenues of a tax levy and broadening the authority for the tax levy to all purposes of a downtown authority.<sup>6</sup> The millage levied by the DDA is therefore unrestricted and may be used for any purpose that conforms to the findings by the Michigan Legislature. As such, it is my opinion that the DDA may use its millage to construct that portion of the alleyway that may be located outside of the DDA District.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

**MCGRAW MORRIS P.C.**

A handwritten signature in cursive script that reads "Kevin K. Kilby".

Kevin K. Kilby

<sup>5</sup> See Section 212 of the Act, being MCL 125.4212.

<sup>6</sup> See Michigan Attorney General Opinion 6589 (June 20, 1989).

## Christopher Jacobs

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**From:** Rachel Jackson <Rachel.Jackson@ohm-advisors.com>  
**Sent:** Wednesday, June 17, 2020 3:08 PM  
**To:** Christopher Jacobs  
**Cc:** Ronald Akers; Rich Hobgood; Barry Gates  
**Subject:** Bid Results - W Cross Alley Reconstruction  
**Attachments:** Bid Tab West Cross Alley Reconstruction 0094-20-0030.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Christopher,

We received four (4) responses from contractors for quotes for the West Cross Alley Reconstruction project and prepared a bid tabulation that is attached to this email. The Bids prices ranged from \$101,850 to \$202,225. As we discussed over the phone, the low bid for asphalt pavement section was \$101,850 from ASI Paving, and \$116,775 from Best Asphalt for a concrete pavement section. OHM has worked with both contractors in the past and both are capable of performing the work. The City DPS is currently in a contract with Best Asphalt for the East Cross Pavement Rehabilitation project with OHM providing construction engineering and oversight. Best Asphalt has been responsive, communicative, and overall positive to work with.

We included both pavement sections as options for the project to reach more contractors in an effort to ensure we received at least three (3) quotes. We offer a few considerations for both pavement sections below:

### Asphalt – ASI Paving

- Asphalt pavements are typically a 20-year service life
- Asphalt pavement maintenance may include
  - 3-5 years: Seal cracks – include within DPS crack sealing program
  - 10-15 Years: Mill and overlay which can extend the life about 5-10 years.
- Based on the use of this alley being cars and waste collection trucks for the dumpsters, there is a concern on how the asphalt pavement will hold up to the slow turning movement of waste trucks maneuvering to pick up dumpsters.
- Construction typically requires less time because asphalt pavement can open up to a traffic load hours after paving. The total time frame for asphalt construction is 2-3 weeks.

### Asphalt Cost Summary:

ASI Paving - Asphalt Price	\$102,000
10% Contingency	\$10,200
OHM Design & Construction Egr	\$28,400
Total Project Cost	\$140,600

### Concrete – Best Asphalt

- Concrete pavements typically have a 30-year service life cycle.
- Concrete pavement maintenance.
  - Every 5 to 10 years: Seal open joints with hot poured rubber. This could be included within the DPS crack sealing program.
  - 15-20 years. As-needed concrete patches. Typically, 10-15% of the total concrete area.
- The concrete section will better handle the turning movements and loads of the waste trucks to pick up dumpsters.

- Concrete construction will require additional time to strengthen and be ready for traffic loads (typically 3-5 days of cure time). The total construction timeframe may be closer to a 3-4 week period.

Concrete Cost Summary:

Best Asphalt - Concrete Price	\$117,000
10% Contingency	\$11,700
OHM Design & Construction Egr	\$28,400
Total Project Cost	\$157,100

We have included a 10% contingency on the construction cost due to the expedited bidding prior to design. This 10% could be used to cover increases to contract items due to unforeseen conditions at the time of bidding. Please give me a call on my cell phone if you would like to discuss further.

Thanks,

**RACHEL JACKSON, PE**  
PROJECT ENGINEER

**OHM Advisors®**  
D (734) 466-4561 C (586) 295-1244 O (734) 522-6711

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**Award Winning By Design: Engineering News-Record (ENR)'s Top 500 Design Firms, 2019 | Gallup Great Workplace Award 2019 | Zweig Group Hot Firm List, 2019 | Zweig Group Best Firms to Work For, 2019**

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Tabulation of Bids Received on  
**West Cross Alley Reconstruction**  
 City of Ypsilanti, Washtenaw County, MI  
 OHM Job No.: 0094-20-0030

ASI  
 1780 E. Highwood  
 Pontiac, MI 48340

Best Asphalt  
 6334 N. Beverly Plaza  
 Romulus, MI 48174

GM & Sons, Inc.  
 6784 Whitmore Lake Road  
 Whitmore Lake, MI 48189

Great Lakes Contracting Solut  
 2300 Edinburgh  
 Waterford, MI 48238

Item No.	Description	Estimated Quantity	Phone: (248) 334-4570		Phone: (734) 729-9440		Phone: (734) 929-1259		Phone: (313) 962-0400		
			Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
<b>Base Bid:</b>											
1)	Mobilization, Max 10%	LSUM	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$14,000.00	\$14,000.00
2)	Pavt, Rem, Modified	Syd	850	\$8.00	\$6,800.00	\$11.00	\$9,350.00	\$16.00	\$13,600.00	\$25.00	\$21,250.00
3)	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$60.00	\$900.00	\$80.00	\$1,200.00	\$90.00	\$1,350.00	\$90.00	\$1,350.00
4)	Station Grading	Sta	3.30	\$2,700.00	\$8,910.00	\$2,500.00	\$8,250.00	\$2,650.00	\$8,745.00	\$5,500.00	\$18,150.00
5)	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$110.00	\$440.00	\$100.00	\$400.00	\$125.00	\$500.00	\$200.00	\$800.00
6)	Maintenance Aggregate, 21AA	Ton	10	\$10.00	\$100.00	\$35.00	\$350.00	\$50.00	\$500.00	\$50.00	\$500.00
7)	Dr Structure Cover, Adj, Case 1	Ea	4	\$450.00	\$1,800.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00
8)	Dr Structure, Tap, 6 inch	Ea	1	\$250.00	\$250.00	\$250.00	\$250.00	\$300.00	\$300.00	\$300.00	\$300.00
9)	Underdrain, Subbase, 6 inch	Ft	600	\$14.00	\$8,400.00	\$25.00	\$15,000.00	\$30.00	\$18,000.00	\$17.50	\$10,500.00
10)	Surface Restoration, Modified	Syd	15	\$10.00	\$150.00	\$65.00	\$975.00	\$100.00	\$1,500.00	\$30.00	\$450.00
11)	Traffic Maintenance and Control	LSUM	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$3,750.00	\$3,750.00	\$2,500.00	\$2,500.00
12)	Dr Structure, 24 inch, incl. East Jordan Frame and Cover	Ea	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
TOTAL BASE BID:					<u>\$49,750.00</u>		<u>\$57,275.00</u>		<u>\$68,445.00</u>		<u>\$77,100.00</u>
<b>ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base</b>											
13)	Aggregate Base, 8 inch, Modified	Syd	850	\$12.00	\$10,200.00	\$19.00	\$16,150.00	\$25.00	\$21,250.00	\$17.50	\$14,875.00
14)	HMA, 3C, Base	Ton	160	\$115.00	\$18,400.00	\$155.00	\$24,800.00	\$175.00	\$28,000.00	\$375.00	\$60,000.00
15)	HMA, 13A, Top with HMA Curb	Ton	110	\$160.00	\$17,600.00	\$168.00	\$18,480.00	\$190.00	\$20,900.00	\$375.00	\$41,250.00
16)	HMA Hand Patching	Ton	10	\$175.00	\$1,750.00	\$300.00	\$3,000.00	\$350.00	\$3,500.00	\$475.00	\$4,750.00
17)	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$83.00	\$4,150.00	\$110.00	\$5,500.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00
TOTAL ALTERNATIVE A:					<u>\$52,100.00</u>		<u>\$67,930.00</u> <sup>1</sup>		<u>\$78,650.00</u>		<u>\$125,125.00</u>
<b>ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base</b>											
18)	Aggregate Base, 6 inch, Modified	Syd	850	\$11.00	\$9,350.00	\$13.00	\$11,050.00	\$14.00	\$11,900.00	\$14.75	\$12,537.50
19)	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$73.00	\$62,050.00	\$57.00	\$48,450.00	\$52.00	\$44,200.00	\$85.00	\$72,250.00
TOTAL ALTERNATIVE B:					<u>\$71,400.00</u>		<u>\$59,500.00</u>		<u>\$56,100.00</u>		<u>\$84,787.50</u>
<b>TOTAL BASE BID + ALTERNATIVE A:</b>					<u>\$101,850.00</u>		<u>\$125,205.00</u> <sup>2</sup>		<u>\$147,095.00</u>		<u>\$202,225.00</u>
<b>TOTAL BASE BID + ALTERNATIVE B:</b>					<u>\$121,150.00</u>		<u>\$116,775.00</u>		<u>\$124,545.00</u>		<u>\$161,887.50</u>

CORRECTIONS

<sup>1</sup> Total adjusted to reflect bidder's summation error

<sup>2</sup> Total adjusted to reflect bidder's above error

Cost Form  
City of Ypsilanti  
West Cross Alley Reconstruction

June 16, 2020 (REV 1)  
OHM Job No. 0094-20-0030  
Form due back to rachel.jackson@ohm-advisors.com  
by 10 AM Wednesday, June 17, 2020

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>BASE BID</b>					
1	Mobilization, Max 10%	LSUM	1	\$ 14,000.00	\$ 14,000.00
2	Pavt, Rem, Modified	Syd	850	\$ 25.00	\$ 21,250.00
3	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$ 90.00	\$ 1,350.00
4	Station Grading	Sta	3.30	\$ 5,500.00	\$ 18,150.00
5	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 200.00	\$ 800.00
6	Maintenance Aggregate, 21AA	Ton	10	\$ 50.00	\$ 500.00
7	Dr Structure Cover, Adj, Case 1	Ea	4	\$ 1,200.00	\$ 4,800.00
8	Dr Structure, Tap, 6 inch	Ea	1	\$ 300.00	\$ 300.00
9	Underdrain, Subbase, 6 inch	Ft	600	\$ 17.50	\$ 10,500.00
11	Surface Restoration, Modified	Syd	15	\$ 30.00	\$ 450.00
12	Traffic Maintenance and Control	LSUM	1	\$ 2,500.00	\$ 2,500.00
13	Dr Structure, 24 inch, incl. East Jordan Frame and Cover	Ea	1	\$ 2,500.00	\$ 2,500.00
<b>TOTAL BASE BID</b>					<b>\$ 77,100.00</b>
<b>ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base</b>					
13	Aggregate Base, 8 inch, Modified	Syd	850	\$ 17.50	\$ 14,875.00
14	HMA, 3C, Base	Ton	160	\$ 375.00	\$ 60,000.00
15	HMA, 13A, Top with HMA Curb	Ton	110	\$ 375.00	\$ 41,250.00
16	HMA Hand Patching	Ton	10	\$ 475.00	\$ 4,750.00
17	Conc Pavt with Sidewalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$ 85.00	\$ 4,250.00
<b>TOTAL ALTERNATIVE A</b>					<b>\$ 125,125.00</b>
<b>ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base</b>					
18	Aggregate Base, 6 inch, Modified	Syd	850	\$ 14.75	\$ 12,537.50
19	Conc Pavt with Sidewalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$ 85.00	\$ 72,250.00
<b>TOTAL ALTERNATIVE B</b>					<b>\$ 84,787.50</b>
<b>TOTAL BASE BID + ALTERNATIVE A</b>					<b>\$ 202,225.00</b>
<b>TOTAL BASE BID + ALTERNATIVE B</b>					<b>\$ 161,887.50</b>

Cost Form  
 City of Ypsilanti  
 West Cross Alley Reconstruction

June 16, 2020 (REV 1)  
 OHM Job No. 0094-20-0030  
 Form due back to rachel.jackson@ohm-advisors.com  
 by 10 AM Wednesday, June 17, 2020

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>BASE BID</b>					
1	Mobilization, Max 10%	LSUM	1	\$ 10,000	\$ 10,000 -
2	Pavt, Rem, Modified	Syd	850	\$ 11-	\$ 9,350 -
3	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$ 80-	\$ 1,200 -
4	Station Grading	Sta	3.30	\$ 2,500-	\$ 8,250 -
5	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 100-	\$ 400 -
6	Maintenance Aggregate, 21AA	Ton	10	\$ 35-	\$ 350 -
7	Dr Structure Cover, Adj, Case 1	Ea	4	\$ 750-	\$ 3,000 -
8	Dr Structure, Tap, 6 inch	Ea	1	\$ 250-	\$ 250 -
9	Underdrain, Subbase, 6 inch	Ft	600	\$ 25-	\$ 15,000 -
11	Surface Restoration, Modified	Syd	15	\$ 65-	\$ 975 -
12	Traffic Maintenance and Control	LSUM	1	\$ 3,500-	\$ 3,500 -
13	Dr Structure, 24 inch, incl. East Jordan Frame and Cover	Ea	1	\$ 5,000	\$ 5,000

**TOTAL BASE BID \$ 57,275 -**

**ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base**

13	Aggregate Base, 8 inch, Modified	Syd	850	\$ 19-	\$ 16,150 -
14	HMA, 3C, Base	Ton	160	\$ 155-	\$ 24,800 -
15	HMA, 13A, Top with HMA Curb	Ton	110	\$ 168-	\$ 18,480 -
16	HMA Hand Patching	Ton	10	\$ 300-	\$ 3,000
17	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$ 110-	\$ 5,500 -

**TOTAL ALTERNATIVE A \$ 66,610 -**

**ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base**

18	Aggregate Base, 6 inch, Modified	Syd	850	\$ 13-	\$ 11,050 -
19	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$ 57-	\$ 48,450 -

**TOTAL ALTERNATIVE B \$ 59,500 -**

**TOTAL BASE BID + ALTERNATIVE A 123,885 -**

**TOTAL BASE BID + ALTERNATIVE B 116,775 -**

Cost Form  
 City of Ypsilanti  
 West Cross Alley Reconstruction

June 16, 2020 (REV 1)  
 OHM Job No. 0094-20-0030  
 Form due back to rachel.jackson@ohm-advisors.com  
 by 10 AM Wednesday, June 17, 2020

**GM & Sons Bid June 17, 2020**

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>BASE BID</b>					
1	Mobilization, Max 10%	LSUM	1	\$ 11,500.00	\$ 11,500.00
2	Pavt, Rem, Modified	Syd	850	\$ 16.00	\$ 13,600.00
3	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$ 90.00	\$ 1,350.00
4	Station Grading	Sta	3.30	\$ 2,650.00	\$ 8,745.00
5	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 125.00	\$ 500.00
6	Maintenance Aggregate, 21AA	Ton	10	\$ 50.00	\$ 500.00
7	Dr Structure Cover, Adj, Case 1	Ea	4	\$ 800.00	\$ 3,200.00
8	Dr Structure, Tap, 6 inch	Ea	1	\$ 300.00	\$ 300.00
9	Underdrain, Subbase, 6 inch	Ft	600	\$ 30.00	\$ 18,000.00
11	Surface Restoration, Modified	Syd	15	\$ 100.00	\$ 1,500.00
12	Traffic Maintenance and Control	LSUM	1	\$ 3,750.00	\$ 3,750.00
13	Dr Structure, 24 inch, incl. East Jordan Frame and Cover	Ea	1	\$ 5,500.00	\$ 5,500.00
<b>TOTAL BASE BID</b>					<b>\$ 68,445.00</b>
<b>ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base</b>					
13	Aggregate Base, 8 inch, Modified	Syd	850	\$ 25.00	\$ 21,250.00
14	HMA, 3C, Base	Ton	160	\$ 175.00	\$ 28,000.00
15	HMA, 13A, Top with HMA Curb	Ton	110	\$ 190.00	\$ 20,900.00
16	HMA Hand Patching	Ton	10	\$ 350.00	\$ 3,500.00
17	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$ 100.00	\$ 5,000.00
<b>TOTAL ALTERNATIVE A</b>					<b>\$ 78,650.00</b>
<b>ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base</b>					
18	Aggregate Base, 6 inch, Modified	Syd	850	\$ 14.00	\$ 11,900.00
19	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$ 52.00	\$ 44,200.00
<b>TOTAL ALTERNATIVE B</b>					<b>\$ 56,100.00</b>
<b>TOTAL BASE BID + ALTERNATIVE A</b>					<b>\$ 147,095.00</b>
<b>TOTAL BASE BID + ALTERNATIVE B</b>					<b>\$ 124,545.00</b>

**Asphalt Specialists, Inc.**

June 17, 2020

OHM Advisors

**Attn: Rachel Jackson**

34000 Plymouth Road

Livonia, MI 48150

734-466-4561

[Rachel.Jackson@ohm-advisors.com](mailto:Rachel.Jackson@ohm-advisors.com)

**RE: West Cross Alley Reconstruction – City of Ypsilanti**

We are pleased to quote the asphalt paving required at the above referenced project. Our bid is in accordance with specifications provided by OHM and includes the following proposal below.

Thank you for the opportunity to quote. If in reviewing the attached questions arise, please feel free to call.

**PLEASE NOTE:**

1. Except as specifically noted above, no allowance has been made for bonds, permits, testing, engineering, layout, inspections, excavation, butt joints, undercutting, traffic control/flagmen, barricades in ROW, striping, signage, irrigation/utility repairs (including private utility lines & street lights) winterization (including blankets/additives to concrete) or landscape restoration.
2. If undercutting is required, it will be billed at a unit rate of \$40.00/ton, with an exact quantity to be determined.
3. If additional 21AA crushed concrete is required, it will be billed at \$25.00/ton, with the exact quantity to be determined.
4. Our bid is based on completing work during the 2020 paving season in **one** mobilization.

Sincerely,

Tim Baugher

## ASI Paving

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>BASE BID</b>					
1	Mobilization, Max 10%	LSUM	1	\$ 10,000.00	\$ 10,000.00
2	Pavt, Rem, Modified	Syd	850	\$ 8.00	\$ 6,800.00
3	Subgrade Undercut and Refill, 21AA Limestone	Cyd	15	\$ 60.00	\$ 900.00
4	Station Grading	Sta	3.30	\$ 2,700.00	\$ 8,910.00
5	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 110.00	\$ 440.00
6	Maintenance Aggregate, 21AA	Ton	10	\$ 10.00	\$ 100.00
7	Dr Structure Cover, Adj, Case 1	Ea	4	\$ 450.00	\$ 1,800.00
8	Dr Structure, Tap, 6 inch	Ea	1	\$ 250.00	\$ 250.00
9	Underdrain, Subbase, 6 inch	Ft	600	\$ 14.00	\$ 8,400.00
11	Surface Restoration, Modified	Syd	15	\$ 10.00	\$ 150.00
12	Traffic Maintenance and Control	LSUM	1	\$ 10,000.00	\$ 10,000.00
13	Dr Structure, 24 inch, incl. East Jordan Frame and Cover	Ea	1	\$ 2,000.00	\$ 2,000.00
<b>TOTAL BASE BID</b>					\$ 49,750.00
<b>ALTERNATIVE A - 5-inch HMA on 8-inch 21AA Base</b>					
13	Aggregate Base, 8 inch, Modified	Syd	850	\$ 12.00	\$ 10,200.00
14	HMA, 3C, Base	Ton	160	\$ 115.00	\$ 18,400.00
15	HMA, 13A, Top with HMA Curb	Ton	110	\$ 160.00	\$ 17,600.00
16	HMA Hand Patching	Ton	10	\$ 175.00	\$ 1,750.00
17	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	50	\$ 83.00	\$ 4,150.00
<b>TOTAL ALTERNATIVE A</b>					\$ 52,100.00
<b>ALTERNATIVE B - 7-inch Concrete on 6-inch 21AA Base</b>					
18	Aggregate Base, 6 inch, Modified	Syd	850	\$ 11.00	\$ 9,350.00
19	Conc Pavt with Sidwalk and Integral Curb, Nonreinf, 7 inch, Modified	Syd	850	\$ 73.00	\$ 62,050.00
<b>TOTAL ALTERNATIVE B</b>					\$ 71,400.00
<b>TOTAL BASE BID + ALTERNATIVE A</b>					\$ 101,850.00
<b>TOTAL BASE BID + ALTERNATIVE B</b>					\$ 121,150.00



## **Grants Program for Outdoor Expansion**

Grant Applications FY 2020-2021	Project	Total Project Cost
West Cross		
Sweetwaters	Patio and Mural	\$ 5,835.00
Tower Inn	Awning, lighting, and decorative flower beds for sidewalk café	\$ 16,980.00
Wurst Bar	May submit for outdoor café expansion	
Downtown		
Encuentro Latino	Sidewalk Café	\$ 1,200.00
Ypsi Alehouse	Sidewalk Café	\$ 10,000.00
Alex Munro, Thistle Holdings	Signage Improvements	\$ 2,051.50
Ziggys	Sidewalk Café	\$ 5,000.00



To: Ypsilanti Downtown Development Authority Board  
From: Christopher Jacobs, Executive Director  
Date: June 18, 2020  
Subject: Downtown Outdoor Café Grants Program

Background: The Downtown Development Authority has a successful Building Façade and Rehabilitation Grant Program which has been used as a model across the State. It's because of this fact, the YDDA has been successful in leveraging private investment to rehabilitate several key properties throughout Downtown and utilize public funds from the Façade Restoration Initiative program administered by the MEDC. 2020 has been a challenging year for our conventional grants program as only one complete application has been submitted for minor sign work, whereas in prior years had more applications than we can fulfill. In speaking with our businesses, they really could use our support for outdoor business expansions to help our commercial districts thrive once more in the age of COVID. Business may consider renovating spaces indoors but they report not wanting to make major investments like this to their business model if indoor occupancy restrictions are lifted by the end of the summer. The most cost effective option for our restaurants, particularly Downtown, is to invest in their outdoor café expansions in order to continue business at a high enough volume responsibly to be profitable.

Redrock, Encuentro, Tap Room, Beezys, Bobcat Bonnies, the Bellflower and Ziggys are all businesses that stand to benefit by expanding their outdoor patios, but most if not all report cash flow challenges related to COVID-19 since they have been shut down completely or greatly reduced in operation for months. Our survey results bear out this truth and we hear it from folks when we ask them to make investments to participate in the plans for using sidewalks, parking spaces, and Washington Street differently this summer. Staff recognizes through extensive outreach that there's a major opportunity to mitigate the personal risk to each of these businesses and to incentivize participation with our grant funding differently than we have in years past. Businesses indicate that the cost of the outdoor furniture that may not be as useful next year if the outdoor cafes are not allowed in the same capacity. The cost being quoted is roughly \$5,000 or more. Businesses are leery of spending much needed capital for a new venture when we are already a month into summer.

Conclusion and Proposal: Hearing these concerns, the risks, and opportunity to be innovative and collaborative for the benefit of the entire downtown district, staff recommends the following changes in our budget to assist businesses with outdoor café build outs and expansions. Utilize the \$20,000

allocated for Building and Façade Rehabilitation to support Outdoor Café Expansions for barriers, tables, chairs, and other amenities to help create a lively and inviting experience that compliments the street closure of Washington. The DDA Chair will be granted the authority to administratively approve up to \$5,000 to support any single business with eligible direct expenses related to their café/patio build-out in response to the COVID-19 crisis. As we plan on shutting the street down next week, it is essential to get approval ASAP for these expenses. Some businesses, like Encuentro, have modest asks below this threshold while others have asked for the maximum level of support. This revised grant program is only for FY 2020-2021 and will require a 25% match instead of 50%. The rationale for the 25% match is this furniture may not be as useful next year if we cannot or chose not to shut down Washington Street next year. Staff strongly supports this change due to the desire to ensure a full and vibrant Washington St for this summer.



## **Street Closure Implementation**

**Downtown**

Red Rock	Outdoor café on sidewalk and backlot
Beezys	Permit Submitted, plans to expand outdoor cafeo on sidewalk and Washington St with outdoor dining until 2pm
Ypsi Ale House	Permit Submitted, plans to expand outdoor café and beer service on sidewalk and north end of Washington St.
Bobcat Bonnies	Permit Submitted, plans to expand outdoor cafe on sidewalk and Washington St with outdoor dining.
Encuentro Latino	Permit Submitted, plans to expand outdoor cafe on sidewalk
Wok Madu	Interested in bagging and signing parking spots on Adams.
Haabs	Interested in bagging meters around the corner to make pick up/carryout easier, offered the Beezy space after 2pm
Back Office Studio	Willing to let another business use its frontage on Washington Ave or offer pop up retail opportunities.
Go Ice Cream	Willing to let another business use its frontage on Washington Ave
Ziggys	Interested in outdoor shows and using the alley and front sidewalk to expand outdoor service
Mix	Interested in outdoor display of goods on Washington St
Heikks Custom Apparel	Interested in bagging and signing parking spots on MI Ave
Common Source Accupuncture	Submitted application to put up tent on S Washington and do accupuncture services on the street.
Tap Room	Plans to utilize S Washington street closure, expecting plan to be submitted soon
Ypsi Yoga Studio	Plans to use street closure for Yoga Classes

**Depot Town**

Maiz	Considering E Cross Outdoor Dining tentatively the week 6/22, expecting plan to be submitted soon
Sidetrack	E Cross Street closure started 06/16/20 and Sidetrack has been approved for expanded outdoor service area
Aubrees	E Cross Street closure started 06/16/20 and Aubrees has been approved for expanded outdoor service area
Artifact Whimsy	Interested in signing spots on E Cross St and displaying merchandise on Sidewalk
Original Moxie	Interesting in displaying goods outdoors on sidewalk or parking spaces on River

**West Cross**

Stufd	Interested in bagging and signing parking spots on West Cross
Tower Inn	Permit approved for outdoor sidewalk cafe *West Cross Alley Reconstruction Zone*
Wurst Bar	Anticipating permit application, plans to expand outdoor patio on sidewalk. *West Cross Alley Reconstruction Zone*
Sweetwaters	Permit approved for outdoor sidewalk café. *West Cross Alley Reconstruction Zone*

# Street Closure Map - Downtown



STREET CLOSURE PLANNED 06/22/20



## Color Coded Key for North Washington

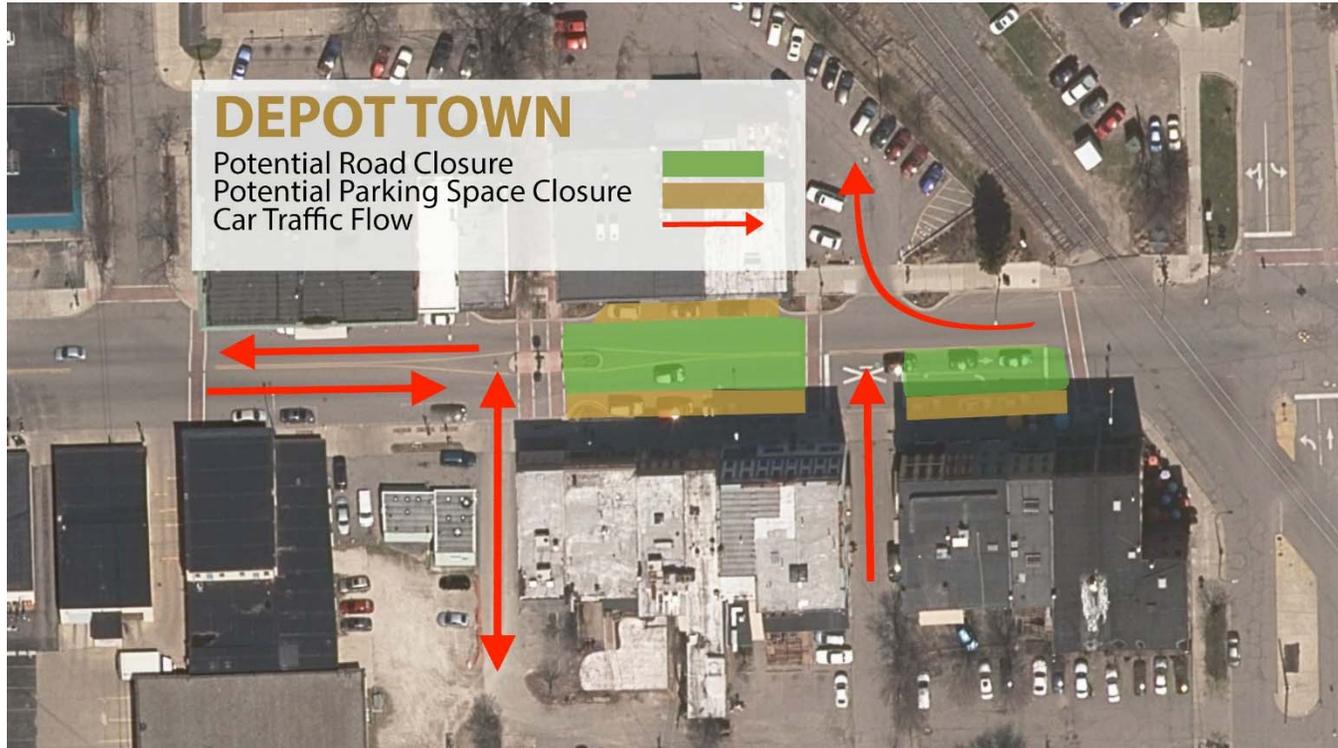
Blue- Ypsi Alehouse

Orange- Beezys

Yellow- Open area for pop up  
retail and programming

Purple- Bobcat Bonnies

# Street Closure Map Depot Town



STREET CLOSURE STARTED 06/16/20



## **OVERVIEW:**

Riverside Arts Center is aiming to reopen, with needed adaptations to 2 complex global conditions, safety measures in relation to Covid and creating a more just world for Black people. The Ypsilanti DDA is asking for organizations and businesses to invent strategies for reopening the city. They want to give people reassurance and reasons to come back downtown. Our plan is simply to switch to outdoor programming on the side of the building or down in Riverside Park if we need more space. Many of the events and activities that we do inside can be immediately shifted outdoors with the right social distancing procedures (taped off spaces). To start hosting creative services for the community we need to hire staff back and begin our outdoor programming in accordance to a cultural overhaul plan. Our community partners from across Ypsilanti are ready to restart with us, and are waiting for our lead.

## **PHASE 1: IGNITE: *SEED MONIES NEEDED TO START THIS PROGRAM: \$5,000***

### *Help the DDA Jumpstart Downtown with Thursday Nights with Riverside on the Patio*

Come one, come all to Riverside Arts Center on the 2nd and 4th Thursdays of the month from 5-8pm. Good Eats, a local black owned food truck, will be available to service your hunger needs while live performances will satisfy your artistic needs. You will be dazzled by Gina Thompson's Beau Monde dancers, musical performances, and local community groups/leaders interjecting their wisdom to the crowd to shed positivity and light on Ypsilanti.

*\*\*\* We are aiming to begin this pilot on July 9, July 23, and August 13. If successful, we will continue with the 2nd and 4th Thursdays until the weather turns too cold.*

We will also be supporting other downtown businesses reopen with projects like:

- Strolling galleries. A procession of artists wearing or carrying art for people eating at outdoors tables and shopping downtown.
- Interactive performances. Strange, beautiful and entertaining (but always unexpected) performances for the people eating at outdoors tables and shopping downtown.
- Afrocentric/multicultural art kits to provide area restaurants in lieu of color pages (community led project.)

## **PHASE 2: ACTIVATE: *RETURN OF STAFF IS NEEDED TO ACCOMPLISH***

### *Transition into RAC's Outdoor Programming*

The types of outdoor programming that we can provide are limitless, especially with our portable sound system. Programming that used to happen at RAC like camps, dance classes, theater, Friday Night Swing, art shows, etc. can all be modified to successfully operate outdoors. New specialized programming that directly takes advantage of the park and surrounding areas will be designed by RAC and/or with community partners. Some examples are:

- New concerts and performances on the side of the building with the theater loading dock as a stage.
- Social Justice Summer School Program (already in the works)
- Walking sketch groups: Art classes focusing on the beauty of Ypsilanti's architecture and nature settings.

### **PHASE 3: ACTUALIZATION: *REVENUE STREAM IS NEEDED TO ACCOMPLISH Implementing a justice-focused cultural overhaul plan***

Riverside Arts Center has developed a Cultural Overhaul Action Plan in response to the ongoing racism in our community. We believe that action of this frequency will set the stage of how an organization can reimage/pivot itself to fully incorporate diversity, equity and inclusion to further embrace our community.

1. Hire 4 additional staff members. Candidates must have previous experience with projects focused on minorities, women, or members of other underrepresented groups. People of all identities will be encouraged to apply so that diversity, equity, and inclusion are the major identifying traits of our organization. This financial investment ensures that our diverse community has immediate representation, authorship, and influence over RAC's cultural productions. This hiring would begin with Gina Thompson, who has been a critical contributor over the last 3 years and is a major player in RAC's current success story.
2. Develop and fund a Black Task Force at Riverside to ensure RAC is continually creating welcoming, safe, informed and useful programming for all portions of our Black community.
3. Contribute diversity to the visual culture of Ypsilanti through public art. Visual culture helps shape the identity, character, and therefore behavior within a town. This is why many cities are removing public art depicting colonialist, slave owners as heroes. Riverside supports this notion and would like to take it a step further and put up public art of Black/multicultural people who are actually local, town heroes that we can all look up to and learn from. To begin, we would like to acquire funding for a piece of public art depicting Lynne Settles. We would need to talk to the locals about what that would look like and where it should go. Maybe we put it on Huron so she is waving to everyone coming into town off the highway. As the most active facilitator of public murals in Ypsi, Lynne Settles understands the importance of visual culture.
4. Begin RAC's Movement Academy, a professional dance academy coordinated by Gina Thompson, featuring a wide variety of dance styles, with guest teachers from around the nation.

Riverside Arts Center is at the verge of an exciting pivot in how we operate. As we learn more about safety protocols, as we learn more about what tomorrow can bring, we are ready. During COVID, we pivoted our Toolkit to an online donation-based download. We have an online gallery: PRESENT, which consists of 150+ images from over 50+ local artists/community members. We are currently designing a creative activity magazine (in collaboration with many great partners) for Ypsilanti middle and high school students to help fill the voids in current online schooling. We ran a pilot program "Made in 60". A platform to showcase local emerging artists in a 60 minute zoom program. (EMU School of Art & Design developed this concept. With the return of staff, we are poised to run this monthly series to introduce



artists and help them develop professionally.) Lastly, we've been running a successful social media campaign highlighting LGBTQ POC artists/activists from around the globe.

The table below outlines basic budget requirements to get forward momentum. First, Riverside Arts Center needs to bring back its staff to be effective (\$10,000 monthly). Second, we need to form a partnership with Gina Thompson so that her show can be the headliner (\$5,000 monthly). Third, we need to expand our organization to allow more diversity. (\$2,000 monthly at assistant level).

<b>Riverside Arts Center</b>	Monthly	Description
Today's monthly budget	\$9,500	monthly operating costs/ insurances/building maintenance/1 director
PRE-COVID Staff RETURN	<b>+\$10,000</b>	2 managers: 2 assistants
hire Gina Thompson	\$5,000	To direct show: Beau Monde (1 month's run)
--hire assistant	\$2,000	producer of show:scheduling operations, etc
PAY ARTISTS	\$3,500	assuming RAC pays each \$25-40
<b>MONTHLY GOAL</b>	<b>\$30,000</b>	

I hope this proposal sparks further dialogue. Together we can elevate, outreach, and sustain our organization to be leaders in diversity, inclusion, and accessibility. We believe the arts are a vehicle to strengthen the fabric of our community. Thank you for this opportunity to let Riverside Arts Center shine.

With much respect,

A handwritten signature in black ink that reads "Elisa Guyton". The signature is fluid and cursive.

Elisa Guyton (she, her, hers)  
Executive Director  
Riverside Arts Center  
(734) 476-5432 cell



## **Ypsi Incentive Program Update**

**November, December, January and  
February Results 1506 Entries**

**20 Winners Selected- \$1000 spent**

**Winners selected the following businesses for their  
gift cards: World of Rocks, Ypsi Food Coop, Massage  
Mechanics, Bobcat Bonnies, Tower Inn, Sidetrack,  
Twisted Things, Silver Spoon Antiques, Evanstars  
Chalice, Cross Street Coffee, and Beezy's**

**New fiscal year begins July 1**



## RAC Update

**LEASE**

**YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY**, a Michigan municipal authority, hereinafter referred to as "Landlord," and the **RIVERSIDE ARTS CENTER FOUNDATION, INC.**, a Michigan nonprofit corporation, hereinafter referred to as "Tenant," hereby agree as follows:

1. **Description of Premises**. The Landlord agrees to let, lease, and rent to the Tenant, and the Tenant agrees to rent and take from the Landlord, the following described premises situated in the city of Ypsilanti, county of Washtenaw, Michigan:

Beginning on the East line of Huron Street, 61 and 1/2 feet South of the Northwest corner of Lot 179, running thence South on the East line of Huron Street, 4 rods, thence East 12 rods; thence North 4 rods, thence West 12 rods to the place of beginning, being a part of Lots 179 and 178, and land in the rear of said lots, all in the city of Ypsilanti, according to the recorded plat thereof.

This lease does not include the vacant lot (pocket park) directly north of the property, but does include the parking lot immediately north of the vacant lot.

2. **Term**. The lease shall be for a period of 8 years commencing on the first day of April, 2021, and ending March 31, 2029, on the terms and conditions hereinafter mentioned.

3. **Rental**. The monthly rent during the first twelve months of this lease shall be One Thousand (\$1000) Dollars payable on the first day of each month commencing on April 1, 2021. The monthly rent increase by One Hundred (\$100) Dollars each year of the lease term on the annual anniversary date commencing April 1, 2022, as follows:

April 1, 2022 - One Thousand One Hundred Dollars (\$1,100), per month  
 April 1, 2023 - One Thousand Two Hundred Dollars (\$1,200), per month  
 April 1, 2024 - One Thousand Three Hundred Dollars (\$1,300), per month  
 April 1, 2025 - One Thousand Four Hundred Dollars (\$1,400), per month

April 1, 2026 - One Thousand Five Hundred Dollars (\$1,500), per month  
April 1, 2027 - One Thousand Six Hundred Dollars (\$1,600), per month  
April 1, 2028 - One Thousand Seven Hundred Dollars (\$1,700), per month

4. **Utilities**. The Tenant agrees to pay all utilities and charges for public services and apply for and maintain said services in Tenant's own name and hold Landlord harmless therefrom.

5. **Indemnification**. During the lease term, the Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on, or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of not less than One Million Dollars (\$1,000,000) for damages resulting to one person, and not less than Three Million Dollars (\$3,000,000) for damages resulting from one casualty, and not less than Five Hundred Thousand Dollars (\$500,000) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do, the Landlord may, at its option, obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

6. **Insurance**. The Tenant agrees to keep the premises insured with a responsible insurance company in the name of the Landlord covering fire and extended coverage on building, structures, and Landlord's improvements in an amount adequate to reconstruct the premises in case of loss. Landlord assumes no responsibility for Tenant's contents and improvements.

7. **Waiver of Subrogation**. Landlord and Tenant do mutually each release and discharge the other of and from all suits, claims, and demands whatsoever, for loss or damage to the property of the other

arising from fire or from the perils insured against and actually paid to the waiving party under policies of extended coverage or which would have been covered by the insurance required to be carried by such party hereunder, whether caused by or occurring through or as a result of any acts or omissions, whether negligent or otherwise, of the parties or their contractors or subcontractors or its or their agents or employees. Each party further agrees, if possible, that each will cause its policies to contain a clause in substantially the following form:

It is hereby stipulated that this insurance shall not be invalidated should the insured or any of them waive in writing prior to a loss any or all right of recovery against any person or entity for loss occurring to the property described herein.

Each party agrees to furnish to the other party proof that the insurer of the building and the insurer of the contents has consented to such waiver. If Landlord or Tenant fails to or is unable to furnish such proof, then Landlord or Tenant shall be relieved of its obligations under this paragraph 7.

The provisions of this paragraph 7 shall survive the termination or earlier expiration of the term of this lease with respect to any damage, injury, or death occurring prior to termination.

8. **Taxes**. The Tenant further agrees to be responsible for all real estate taxes, if any, on the property which accrue after the date of this lease.

9. **Repair**. The Tenant agrees that it will provide all repairs and maintenance, including snow removal on the sidewalk in front of

the building, as needed and will keep the premises in good repair and return the same to Landlord at the end of the term in good repair, reasonable wear and tear and damage by the elements excepted.

10. **Improvements**. The Tenant may at its option make any improvements to the premises which it sees fit. All improvements except trade fixtures shall become a part of the premises and be returned to the Landlord at the end of the term.

11. **Bankruptcy**. In the event the Tenant declares or is adjudicated bankrupt or in receivership, this lease may be cancelled by the Landlord at Landlord's option.

12. **No Assignment of Lease**. The Tenant shall not assign nor transfer the premises, nor any part thereof, without the written consent of the Landlord first had and obtained. Tenant may sublet the premises as it sees fit.

13. **Board Representation**. As part of the consideration for this lease, Landlord shall have the right to name two representatives to the Tenant's Board of Directors.

14. **Peaceful Possession**. The Landlord covenants that the Tenant shall, upon paying the rent and performing all of the covenants aforesaid, peaceably and quietly have, hold, and enjoy the demised premises for the term granted.

15. **Option to Purchase**. In consideration of this lease and the considerable improvements to the property made by the Tenant during the previous twenty-five (25) years of Tenant's occupancy the parties hereto have entered into an Option Agreement which is attached hereto as Exhibit A.



Prepared by:  
James B. Nelson (P18232)  
Pear Sperling Eggan & Daniels, P. C.  
24 Frank Lloyd Wright Dr., Ste. D-2000  
Ann Arbor, MI 48105  
734-665-4441

## OPTION AGREEMENT

This agreement is made on \_\_\_\_\_, by the Ypsilanti Downtown Development Authority, a Michigan Municipal Authority, One South Huron St., Ypsilanti, MI 48197 (Landlord/Owner), and Riverside Arts Center, Inc., a Michigan Non-Profit Corporation, 76 North Huron St., Ypsilanti, MI 48197 (Tenant/Buyer), to convey an option to purchase on the following terms and conditions.

**1. Purpose.** Tenant has leased, occupied, operated and significantly improved the property since April 1, 1996. The current lease expires March 31, 2021, and the Owner owns the property described below and intends to enter into a new lease with the Tenant and hereby grants to the Buyer an exclusive option to purchase the property on the terms and conditions herein set forth.

### [description of property]

Commonly known as 76 North Huron including any rights to the DTE property commonly known as 64 N. Huron, and the Parking Lot North of the Pocket Park, but not including the Pocket Park between the building and the parking lot nor the stairs to Riverside Park.

Buyer anticipates purchasing the premises during the remaining term of the existing lease for the property or during the term of the new lease for the property. The parties have entered into this option to allow Buyer to acquire Owner's land and building in the future.

**2. Term of first option.** During the term of the existing lease and any time prior to March 31, 2021 Buyer may exercise the option to purchase the property and if the option is exercised the purchase price will be Two Hundred Ninety Thousand & No/100 (\$290,000) to be paid in cash at closing. This option agreement shall exist and be exercisable from the date on which the parties complete execution of this agreement and the termination date of the existing lease between Owner and Buyer.

**3. Term of second option.** During the eight year(8) year term of the lease to which this option is attached the Buyer will have the option to purchase the property at any time during the lease term provided the Tenant is not in material breach of the lease between the parties. The gross purchase price will be as set forth in the following schedule:

Year 1, effective April 1, 2021	\$300,000
Year 2, effective April 1, 2022	\$314,300
Year 3, effective April 1, 2023	\$328,600
Year 4, effective April 1, 2024	\$342,900
Year 5, effective April 1, 2025	\$357,200
Year 6, effective April 1, 2026	\$371,500
Year 7, effective April 1, 2027	\$385,800
Year 8, effective April 1, 2028	\$400,100

The net or actual purchase price will be the gross purchase price reduced by the full amount of rent that Tenant has paid during the lease prior to exercising the option to purchase.

4. **Complete exercise.** In no case shall Buyer be permitted to purchase less than the entire property pursuant to this option.

5. **Other terms of sale under either option:**

**A. Title.** Owner will furnish Buyer with good and marketable title to the option property if this option is exercised. Any conveyance given pursuant to this option shall be by warranty deed. Owner, at its expense, shall provide Buyer an Owner's policy of title insurance, including a policy commitment at closing. The insurance shall show good and marketable title to be in Buyer's name, shall be in the amount of the purchase price, subject to easements and restrictions of record and to encumbrances created by the acts or omissions of Buyer, but otherwise shall be without standard exceptions, with no additional cost to either party. If a stake survey is required, it shall be paid for by Owner. Any special exception imposed by the title company, as shown by a survey, must be approved by Buyer.

**B. Closing.** This sale shall be closed within ten (10) days after all the closing documents are prepared, but in no event later than sixty (60) days after the date of the notice exercising the option. Owner shall prepare the warranty deed to be given at the closing, and Owner shall pay the transfer tax necessary to complete the sale.

**C. Casualty loss.** Until delivery of the Deed, risk of loss by fire and/or windstorm or otherwise is assumed by Owner.

**D. Default.** If Buyer defaults, Owner may pursue legal remedies or may cancel the lease. If Owner defaults, Buyer may enforce this contract or pursue legal remedies.

**E. Inclusions.** This contract includes all fixtures, improvements, and appurtenances attached to the property as of the date the option is exercised, including, but not limited to, all lighting and plumbing fixtures, electronic and theater devices and equipment, and all kitchen appliances.

**F. Maintenance following purchase.** Following the purchase Buyer will assume responsibility for the maintenance of all property purchased by it and the Owner will assume responsibility for the maintenance of the Pocket Park and the stairs leading to Riverside Park. Buyer will continue to bill Owner for the water used by the irrigation system for the Pocket Park.

**G. Electric Service for Parking Lot and Pocket Park.** At the present time the acorn top lighting standards in the parking lot area are part of the arrangement between the City of Ypsilanti and DTE that includes maintenance and the on-going costs of electricity. The bollards and up-lighting in the Pocket Park and stairway to

Riverside Park are connected to the electrical panel of the Buyer. The parties agree to retain these legacy conditions so that if the Buyer continues to pay for the electricity to light the Pocket Park and the stairway area the Owner will be responsible for the electricity and maintenance of the acorn light poles in the parking lot area.

**H. Termination of option period.** If Buyer does not exercise the option before the expiration date of either option, that option shall expire of its own accord on its respective expiration date.

**I. Exercise of option.** Before expiration of either option, Buyer may exercise this option by giving Owner written notice, signed by Buyer and delivered personally, electronically or by regular mail. Notice shall be given at Owner’s address set forth above or at any subsequent address that Owner may provide to Buyer in writing. Upon exercising the option and closing the purchase, Buyer agrees to accept the property in “as is” condition.

**J. Assignment and binding effect.** This agreement is not assignable without written consent of the Owner, subject to Owner’s sole discretion. This option shall inure to the benefit of and be binding on the parties to this agreement and their heirs, legal representatives, successors, and assigns, and shall run with the land affected by this agreement.

**K. Effective date.** This agreement shall be effective as of the date on which the last of the parties listed below signs it.

In Witness Whereof, the parties hereto this Option Agreement on the day and date above written.

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

WITNESSES:

YPSILANTI DOWNTOWN DEVELOPMENT  
AUTHORITY, a Michigan municipal authority,  
**Landlord/Owner**  
One South Huron Street  
Ypsilanti, MI 48197

\_\_\_\_\_

By: \_\_\_\_\_, President

\_\_\_\_\_

By: \_\_\_\_\_, Treasurer

RIVERSIDE ARTS CENTER FOUNDATION,  
INC., a Michigan nonprofit Corporation,  
**Tenant/Buyer**  
76 North Huron Street  
Ypsilanti, MI 48197

\_\_\_\_\_  
By: \_\_\_\_\_, President

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

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