1. Roll Call
   Sava Lelcaj Farah, Bob Guenzel, Marie Klopf, Howard Lazarus, Joan Lowenstein, Darren McKinnon, Al McWilliams, John Mouat, Rishi Narayan, Keith Orr, John Splitt, Phil Weiss

2. Audience Participation (4 people maximum, 4 minutes each)
   1. 
   2. 
   3. 
   4. 

3. Presentation on the Treeline (Allen Creek Urban Trail Master Plan)

4. Reports from City Boards and Commissions
   - Ray Detter, Downtown Area Citizens Advisory Council

5. DDA Members Communications

6. Executive Director Communications

7. Approval of Minutes: September meetings

8. Subcommittee Reports
   A. Finance Committee – M. Klopf
      - Resolution To Construct Additional Floors to the Ann Ashley Parking Structure (co-sponsored with Operations Committee) POSTPONED FROM SEPTEMBER MEETING
      - Financial statements
      - Next Committee meeting: Tuesday, October 24 at 1pm

   B. Operations Committee – J. Splitt, K. Orr
      - Resolution to Purchase and Install Parking Access and Revenue Control Equipment for the 4th & William structure
      - Resolution to Enter Into A Fiber and Conduit Use Agreement With the City of Ann Arbor
      - Resolution to Approve a Solar Installation Project on the Fourth & Catherine Lot
      - Monthly parking & transportation report
      - General operations
      - Next Committee meeting: Wednesday, October 25 at 11am

   C. Capital Improvements Committee – J. Mouat
· Resolution to Enter Into a Cost Sharing Agreement with the City for the Replacement of Kerrytown Street Lights
· South University improvements project - status
· Fifth/Detroit project - status
· Huron Street improvements project – status
· Next meeting: Wednesday, October 18 at 11am

D. Partnerships/Economic Development Committee – J. Lowenstein
· Next Committee meeting: Wednesday, October 11 at 9am

e. Executive Committee – P. Weiss, M. Klopf, D. McKinnon, J. Lowenstein, R. Narayan
· Next Committee meeting: Wednesday, November 1 at 11am

9. New Business

10. Other Audience Participation (4 minutes each)

11. Adjournment
ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
Executive Committee Meeting
Wednesday, September 6, 2017

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: 11:00 a.m.
Present: Phil Weiss, Marie Klopf, Darren McKinnon, Joan Lowenstein, Rishi Narayan (ex officio), Susan Pollay (ex officio)
Absent: None
Others: None

Committee actions and discussions

Agenda Review. The group reviewed the September DDA monthly meeting agenda. Ms. Pollay suggested that perhaps it might make more sense for the Finance Committee to present the resolution reserving funds for future parking additions first, and then consider the second resolution which would approved a project budget for an addition to the Ann Ashley parking structure. Mr. Weiss said that he would ask the board for support to modify the agenda. Ms. Pollay also noted that the Ann Ashley resolution showed the wrong committee assigned responsibility to oversee the project and Ms. Klopf said that she would offer an amendment to make this correction.

There being no other business, the meeting adjourned at 11:35 a.m.
Susan Pollay, Executive Director
Ms. Lowenstein moved and Mr. McKinnon supported amending the agenda to move the Resolution to Segregate Parking Funds to precede the Resolution to Construct Additional Floors to Ann Ashley.

A vote on the resolution showed:
AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Mouat, Narayan, Orr, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams, Splitt
The resolution was approved.

AUDIENCE PARTICIPATION
None.

REPORTS FROM CITY BOARDS AND COMMISSIONS

Downtown Area Citizens Advisory Council. Mr. Detter said the CAC expressed strong support for the strategic selection of the Ann Ashley Parking structure to add 375 spaces to the downtown parking supply. They congratulate the DDA on nearing completion of its work on its
South University improvement project, and completing its design work for the North Fifth and Detroit Street improvement project. CAC also reaffirmed their commitment to working with the CORE development group, as well as city and community leaders, on the Library Lane project. Mr. Detter also stated the CAC hopes the DDA might consider extending the potential downtown circulator beyond the DDA District to connect to Lowertown.

Mr. Splitt enters

4. DDA MEMBERS COMMUNICATIONS

None.

5. EXECUTIVE DIRECTOR COMMUNICATIONS

None.

6. APPROVAL OF MINUTES

Mr. Mouat moved and Ms. Lowenstein supported approval of the July and August 2017 DDA meeting minutes.

A vote on the resolution showed:
AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Mouat, Narayan, Orr, Splitt, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams
The resolution was approved.

7. A. SUBCOMMITTEE REPORTS – FINANCE COMMITTEE

Ms. Klopf moved and Mr. Splitt supported the following resolution.

RESOLUTION TO SEGREGATE PARKING FUNDS TO ENABLE THE FUTURE CONSTRUCTION OF ADDITIONS TO THE PUBLIC PARKING SYSTEM OR ALTERNATIVE TRANSPORTATION INFRASTRUCTURE

Whereas, The DDA has managed public parking facilities in pursuit of its mission since 1992;

Whereas, In 2015 the DDA commissioned a parking study, which determined that the DDA parking system is at full capacity in terms of accommodating any new growth in midday parking demand;

Whereas, This report included a forecast of future parking demand, and based on residential and employment growth predictions, projected an additional peak demand for long-term parking within the DDA system;
Whereas, The DDA has a strong and long-standing commitment to encouraging the use of alternative transportation modes;

Whereas, The DDA also has an interest in planning for the construction of additional parking in the future to support downtown’s growth and vitality;

Whereas, The DDA Finance Committee recommended that the DDA set aside funds on an annual basis to enable the future construction of additional public parking spaces or alternative transportation infrastructure;

Whereas, In July 2016 the DDA approved a resolution to separate funds to use in the construction of future parking spaces or alternative transportation infrastructure, and set aside $1 million in FY 2016 for this purpose;

Whereas, The DDA Finance Committee recommends the DDA set aside $1 million from its FY2017 parking budget for this purpose;

RESOLVED, The DDA approves the recommendation of its Finance Committee to set aside $1 million in FY2017 for this purpose.

Ms. Klopf outlined the purpose for the resolution and stated that this was the same amount set aside last year.

A vote on the resolution showed:
AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Mouat, Narayan, Orr, Splitt, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams
The resolution was approved.

Ms. Klopf moved and Mr. Splitt supported the following resolution.

RESOLUTION TO CONSTRUCT ADDITIONAL FLOORS TO THE ANN ASHLEY PARKING STRUCTURE

Whereas, The DDA has managed public parking in pursuit of its mission since 1992;

Whereas, In 2015 the DDA commissioned a parking study, which recommended that the DDA add spaces to the system when opportunities arose which meet the DDA Mission;

Whereas, A parking addition at Ann Ashley would be strategically in alignment with the DDA’s streetscape investments west of Main Street aimed at improving pedestrian conditions and spurring private development;
Whereas, There is also general agreement that adding spaces to the Ann and Ashley parking structure can be done relatively quickly and at less cost than other options currently available;

Whereas, The Ann Ashley structure was designed to carry up to three additional floors, each containing approximately 125 spaces, and the cost to add three floors has been estimated to be $18M, which includes an amount for project contingency;

Whereas, The DDA Finance and DDA Operations Committees recommend that the DDA vote to establish a project budget of $18,000,000 for the design and construction of up to three additional floors to the Ann Ashley parking structure, and begin work immediately to refine the existing 90% construction drawings to meet current Building Code standards and develop a site plan for submission to the city;

RESOLVED, The DDA shall establish a $18,000,000 project budget for the construction of additional floors to the Ann Ashley parking structure;

RESOLVED, The DDA Executive Director and Operations Committee Co-Chairs are authorized to contract with Carl Walker Inc. to prepare a site plan and construction drawings for this project, and oversee issuance of bid documents;

RESOLVED, The DDA shall have the opportunity to approve the selection of contractor for this project once bids have been received and a recommendation put forward by the Capital Improvements Committee;

RESOLVED, The DDA shall also have the opportunity to approve at a later date the total number of floors and/or spaces to be added to the Ann Ashley structure through this project, as well as the details of the project bond, including its duration.

Ms. Klopf said the committee recommends moving forward on this project. The committee also recommends that the construction bond be of short duration and that the board reserve the opportunity to vote on the total number of spaces at a later date. Mr. Mouat announced that he would abstain from the vote. Mr. Orr said that he wasn’t sure there was consensus on this project; Ms. Klopf said that the committee wanted a vote to determine if there was board consensus. Mr. Orr said that at the time the DDA voted to support the Library Lane project, it included an amendment demonstrating the DDA’s support for transportation, which he felt should likewise be included in this project, for instance, support for a circulator that would connect the Kerrytown neighborhood with the Ann Ashley garage. Mr. Narayan said that he felt the vote should be postponed because several DDA members were missing at the meeting, and this was the largest non-streetscape project taken on by the DDA since he had joined the board. Mr. Splitt said that he would support a postponement.
Mr. Splitt moved and Mr. Narayan supported postponing a vote on the resolution for one month to the October Board meeting, to allow time for additional committee discussion. Staff was asked to query the board to determine whether the Finance or the Operations Committee meeting was the more convenient time for most DDA board members to hold this discussion.

A vote on the resolution to postpone the resolution for one month showed:

AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Narayan, Orr, Splitt, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams
ABSTAIN: Mouat

The resolution was approved.

Monthly Expenses and Financial Reports. Ms. Klopf said the committee reviewed the June and July expense reports, FY17 and FY18 Funds Allocated reports, and 2017 Art Fair parking report.

FY17 Audit. Ms. Klopf reported Mr. Morehouse has assembled materials for the auditors, who began work this week. These auditors will also oversee the City’s audit.

The next Finance Committee meeting will take place September 26 at 1:00 pm

7. C. SUBCOMMITTEE REPORTS - OPERATIONS COMMITTEE

Mr. Orr moved and Ms. Klopf supported the following resolution.

RESOLUTION TO PROVIDE A GRANT FOR ANNARBOR BIKE SHARE

Whereas, The DDA has supported the use of bicycles in the downtown in a variety of ways as a strategy to meet its mission;

Whereas, Ann Arbor’s bike share program began in 2014, and there are 13 ArborBike stations located in the DDA & UM campus housing 125 bikes, which offer bicycles for rent by the day, the month, or the year;

Whereas, The system is owned and operated by the Clean Energy Coalition (CEC) in partnership with the AAATA, UM, and City;

Whereas, A $20,000 grant requested from DDA to support Ann Arbor bike share operations this year;
Whereas, The Operations Committee recommends the DDA approve a transportation grant for this purpose, as some of the highest usage ArborBike stations are located within the DDA;

RESOLVED, The DDA approves a $20,000 transportation grant from its FY2018 063 Parking funds to support Ann Arbor bike share this year.

Mr. Narayan asked for updated usage data; Ms. Pollay indicated that she would follow up.

A vote on the resolution showed:
AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Mouat, Narayan, Orr, Splitt, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams
The resolution was approved.

Circulator feasibility study. Mr. Orr reported on the status of the project, which included recommendations for possible routes, estimated capital and operating costs, potential economic outcomes, and constraints and risks. He said the committee provided input, and a final report is anticipated this month including possible next steps.

Solar Panel Installation Feasibility Analyses. Mr. Splitt stated two analyses looked at the feasibility of adding solar electric to parking facilities. He said City staff provided info about the City’s Climate Action Plan, which includes a goal to gain a number of solar electric installations. The Committee has asked to explore a solar installation on the 4th & Catherine lot.

Monthly Parking & Transportation Report. Mr. Splitt said the most recent reports were in the Board packet. He asked for questions; there were none.

General Operations. Mr. Splitt said RPS staff provided two reports: 1) improving maintenance processes for parking control equipment, including rigorous preventative maintenance in the field and “hot swaps,” to reduce the amount of time patrons can’t utilize an exit/entrance; and 2) a data analysis showing that things have clearly been improved.

4th & William Project. Mr. Splitt stated DDA staff reported that an RFP was issued for new parking equipment, which got 3 responses which are being investigated. He said a recommendation is anticipated to be brought to the September Committee meeting.

The next Operations Committee meeting will be September 27 at 11:00 am.

7. C. SUBCOMMITTEE REPORTS- CAPITAL IMPROVEMENTS COMMITTEE

Mr. Mouat said the committee did not meet in August. He provided project updates as follows:
S. University. Mr. Mouat said the deadline was met that construction be substantially complete before student move in, and that contractors are currently finishing landscaping and punch-list items. Kudos were given for meeting the deadline despite challenges with the water main at the beginning of the project.

5th / Detroit. Mr. Mouat said that the Historic District Commission approved the project design. He said work on the utility design and construction documents continue, and staff still anticipate bidding the project by late fall/early winter.

Huron St. Mr. Mouat said the project team met with MDOT last week to discuss the traffic analysis. He said the team heard an openness to concepts such as adjusting the signal timing, pedestrian islands, and off-peak parking. He also stated that in addition to the public pop-ups that were held earlier this summer, staff have been meeting with property owners, the YMCA, County, and others located along Huron to get additional input into the key issues. He said their feedback and more about the traffic studies will be presented at the next meeting.

First, Ashley & William. Mr. Mouat stated the DDA released an RFQ for design consultants, and received 4 responses. He said after more review, staff expect to recommend a design team at the September committee meeting.

The next Capital Improvements Committee meeting will be held September 20 at 11:00 am.

7. D.  SUBCOMMITTEE REPORTS- PARTNERSHIPS Committee
Ms. Lowenstein stated the Committee did not meet in July or August. She said there will be a City Economic Summit on September 12, and recommended everyone attend. It was requested that information about the Summit be sent to the board.

The next Partnerships Committee meeting will be September 13 at 9:00 am with partners.

7. E.  SUBCOMMITTEE REPORTS – EXECUTIVE COMMITTEE
Mr. Weiss said the committee reviewed the agenda.

8.  NEW BUSINESS
Mr. McKinnon moved and Ms. Splitt supported the following resolution.

RESOLUTION THANKING AL MCWILLIAMS

Whereas, Al McWilliams has contributed time, energy and passion to the Ann Arbor Downtown Development Authority since 2013;
Whereas, Al McWilliams contributed important and perceptive insights into DDA discussions, conveying an experienced awareness of such matters as the importance of pedestrian safety, bicycling in an urban environment, and the value of public transit;

Whereas, Al McWilliams skillfully utilized social media and one-on-one conversations as a way to increase community awareness of and support for the DDA as it works toward the goal of a vibrant, walkable, and interesting downtown that is uniquely Ann Arbor;

Whereas, Al McWilliams’s disarming humor and dexterous intelligence has been appreciated by all who have had the pleasure of working with him at the DDA;

RESOLVED, The Ann Arbor Downtown Development Authority extends its great thanks and best wishes to Al McWilliams for his contributions to the downtown, and indeed to the community as a whole, through his work on the Ann Arbor Downtown Development Authority.

A vote on the resolution showed:
AYES: Klopf, Lelcaj-Farah, Lowenstein, McKinnon, Mouat, Narayan, Orr, Splitt, Weiss
NAYS: none
ABSENT: Guenzel, Lazarus, McWilliams
The resolution was approved.

9. OTHER AUDIENCE PARTICIPATION
None.

10. ADJOURNMENT
There being no other business, Mr. Orr moved and Mr. Splitt supported a motion to adjourn. Mr. Weiss declared the meeting adjourned at 12:53pm.

Respectfully submitted,
Susan Pollay, Executive Director
Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: 9:00 a.m.
Present: Joan Lowenstein, Phil Weiss
Absent: Bob Guenzel, Marie Klopf, Howard Lazarus, Sava Lelcaj-Farah, Al McWilliams, Darren McKinnon, John Mouat, Rishi Narayan, Keith Orr, John Splitt
Others: Shannon Gibb-Randall/City Planning Commission, Greg Dill/Washtenaw County, Jane Lumm/City Council
Staff: Susan Pollay, Amber Miller, Patti Wheeler, Lauren Grove
Public: Ray Detter/CAC

Partner Updates
Washtenaw County. Mr. Dill said the County is reviewing its portfolio of downtown facilities as it analyzes current and future needs. A key component is parking; transit can help, but the County must assure parking for its staff. He said the County is updating their strategic operating plan.

City Planning Commission. Ms. Gibb-Randall said there haven’t been many downtown projects coming before them lately, but a near downtown project is the 1140 Broadway development in Lowertown. The project elicited much public comment at a recent meeting. She said that the Commission is encouraging new development to add bike infrastructure.

DDA. Staff presented a draft of the 2017 State of the Downtown Report. Feedback was given.

City Council. Ms. Lumm said this summer community members expressed concern over downtown panhandlers, and she wanted a meeting held on the issue. Ms. Pollay volunteered to attend. Ms. Lumm said that she hoped the DDA could increase suicide prevention methods in the garages. Ms. Pollay shared the steps taken by the DDA, noting the rooftop fencing project must be rebid due to a very limited response.

Public Comment.
Mr. Detter shared comments made by him and other Downtown CAC members at the recent Planning Commission hearing about the Lowertown project. He said there was much to like, including the potential to add more retail in the future, and he hoped that if the DDA were to fund a circulator that the route extend to include this site, thus connecting Downtown and Lowertown.

The next Partnerships Committee meeting is scheduled for October 11, 2017 at 9:00 am.

The meeting adjourned at 11:05 am.
Respectfully submitted, Susan Pollay, Executive Director
Huron St. Smith Group JJR staff shared feedback received to date from stakeholders and from the public pop-ups. There was also a presentation of the traffic study, which included examining potential levels of service (LOS) impacts if traffic changes were made, such as creating dedicated left turn lanes, allowing off-peak parking, or requiring no turns on red. Questions were asked and answered. This traffic study will be shared with City staff and MDOT to elicit their feedback.

5th & Detroit. Ms. Miller said that the City’s Public Arts Commission requested that the Coleman Jewett Memorial Chairs be relocated from the N. Fourth Avenue side of the Farmers Market to be included in the future redesigned N. Fifth public space. This request can be accommodated, but first it will be shared for feedback with the City’s Market Commission.

S. University. Ms. Rolla said the project is essentially complete; the only remaining item is installation of new street light globes. She said the City and DDA rejected the trees as not meeting City specifications, and they will be replaced in the spring. Committee members requested that DDA staff send out a survey of some kind to elicit feedback from area stakeholders about the improvement project, including how they feel about the final design.

Kerrytown Streetlight Grant. Ms. Miller presented a memo regarding the opportunity for the DDA to provide a grant to the City for $150,000 to complete the replacement of street lights in the Kerrytown area because bids came back over the amount available in the City budget. Benefits include consistent lighting level throughout the area and minimizing disruption. There was Committee support to bring a resolution to the October DDA meeting.

Future Projects. DDA staff presented a review of the future project schedule, noting that the DDA has already decided on its most immediate slate of projects, as well as the decision to pay for the First/Ashley/William project with a bond. Questions were asked and answered. Staff
said that they will review this schedule with the Finance Committee as well to assist in their planning.

First, Ashely, and William RFQ Process Update. Ms. Miller stated responses were received. Two teams were selected for interviews based on their previous work experience. Reference checks will also be done before bringing a consultant recommendation to the Committee, likely at the next committee meeting.

Water Mains. Ms. Pollay stated a DDA board member has inquired about the potential for the DDA to take on a District-wide water main expansion project. There was discussion of this idea. It was noted that this topic had been explored at the fall 2016 DDA retreat, and the decision was made not to pursue it as a distinct project but rather address water main capacity as an infrastructure element in the slate of future streetscape projects. But the committee consensus was to bring this question back to the next Committee meeting so this board member could be invited to participate in a renewed discussion.

Public Comment. Mr. Detter congratulated the DDA on both the South University and 5th & Detroit projects. He also stated he is thankful for the CAC’s ability to be involved in the process. He expressed his excitement about the Huron St. project, and said the CAC looks forward to providing input into this project design as well.

Next Meeting: The Committee will meet again on Wednesday, October 18 at 11:00 am.

The meeting adjourned at 12:58 p.m.
Susan Pollay, Executive Director
Financial Statements. The Committee reviewed the August expense listings. Questions were asked and answered.

FY17 Parking Income and Expense Report. It was noted that the report contains operating income and expenses only and does not include major capital expenses or DDA management expenses. Questions were asked and answered.

10-Year Plan. The Committee and staff went through an updated version 10-Year Plan which included year-end figures for FY17.

FY17 Audit. Mr. Morehouse said the auditors will attend the October Finance Committee meeting.

Potential Ann Ashley Bond Scenario. In light of the Operations Committee discussion the next day about the potential expansion of the Ann Ashley parking structure, Mr. Morehouse presented the Finance Committee with various bonding scenarios which could be used to pay for this project. Questions were asked and answered. The scenarios presented options such as a 15, 20, or 25 year term, and also looked at how parking rates might be increased if there was no use of TIF to contribute paying for the bond. It was noted that if there is concern about the length of the bond, it would be possible to pay it off in its entirety after ten years. It was also noted that there are no perceptible advantages to seeking a taxable bond versus a tax-free bond.

4th & William Equipment Purchase. Ms. Hahlbrock said staff are recommending to the Operations Committee the purchase and installation of parking access and revenue control equipment for the Fourth & William structure within a project budget of $350,000. Aging parking access equipment must be replaced, and staff arrived at their recommended equipment selection following an RFP, interviews, and site visits. It was noted that this will be a different type of equipment than used elsewhere in the system, which may present a challenge with validations.
But after an evaluation period it would be possible to install more of this type of equipment elsewhere in the parking system. Mr. Morehouse affirmed the FY18 budget has sufficient funds for this purchase.

**Public Comment.** None.

**Next Meeting.** The next Finance Committee meeting will take place on Tuesday, October 24 at 1:00 pm.

The meeting adjourned at 2:26 pm
Susan Pollay, Executive Director
ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
OPERATIONS COMMITTEE MEETING MINUTES
Wednesday, September 27, 2017

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: 11:00 a.m.
Present: Bob Guenzel, Marie Klopf, Sava Lelecaj-Farah, Joan Lowenstein, Darren McKinnon, John Mouat, Rishi Narayan, Keith Orr, John Splitt, Phil Weiss
Absent: Howard Lazarus, Al McWilliams
Staff: Susan Pollay, Joe Morehouse, Amber Miller, Jada Hahlbrock, Patricia Wheeler
Others: Dave Orfield/RPS, Chris Simmons/getDowntown
Public: Maura Thomson

**Ann Ashley.** There was a continuation of the discussion about whether or not to pursue the expansion of the Ann Ashley parking structure. This topic had been under consideration for several months and it was hoped the DDA would either pursue or set aside this project. Two issues were put forward, 1) ensure that the duration of a construction bond would be short, and 2) ensure that project purpose is clearly stated for the public. Various bonding scenarios were presented by Mr. Morehouse, including 15, 20, 25 year options, and using TIF or paying for the bond solely through parking. Questions were asked and answered. A copy of the resolution postponed at the September meeting was distributed so committee members could consider making amendments when they revisited the resolution at the October board meeting.

**4th & William Equipment.** Ms. Hahlbrock presented the staff recommendation for the purchase of parking equipment at 4th & William, after outlining the process followed to arrive at this recommendation. Questions were asked and answered. The committee stated its support for this recommendation, and a resolution will be brought to the October board meeting.

**Suicide Prevention Efforts.** Ms. Pollay reported that she had shared information with the City about the DDA’s efforts, including the lack of responses to the recent bid solicitation for rooftop fencing. She stated that City Council noted the DDA’s efforts while also urging the DDA to swiftly find a way to install fencing. She said that the DDA’s engineers have been authorized to rapidly rebid the project with the goal of getting fencing installed as quickly as possible. It is possible the bid for all six garages may be broken apart, and may allow contractors to bid on individual garages as a way of encouraging more responses.

**Solar Electric.** Ms. Pollay asked for and received support to put forward a resolution to the Board establishing a project budget of $50,000 for a solar electric generation project at the Fourth & Catherine parking lot involving car ports.
Fiber and Conduit Use Agreement. Mr. Morehouse said that the city has constructed a fiber optic network for its own use since the old network owned by a private entity is will no longer be available. The DDA’s parking operation at the Forest garage is currently using this old network, and the city has capacity on the new fiber network to offer to DDA parking operation. The committee indicated its support to put forward a resolution to the board to sign an agreement for this new City fiber system.

Parking. The August Parking & Transportation report was reviewed. Ms. Hahlbrock stated the 4th & William stair elevator project is waiting on a few final punch list items. She also stated that meter bag usage has levelled off after UM student move in. Mr. Morehouse said RPS will be offering flat rate parking during the upcoming nighttime MSU home game.

General Operations. Mr. Morehouse stated the owner of the 5th & Huron and 1st & Huron parking lots has notified the DDA that these parking leases will not be renewed after their expiration at the end of November. Staff will begin to make preparations to end parking operations at these lots.

Circulator Study. Ms. Pollay said the final report is almost done, and will be brought back to the October committee meeting.

Get Downtown. Mr. Simmons said Go!Pass requests have increased. He also stated that the passenger areas at the Blake Transit Center now have new alert boards, which is part of their MyAlert system. He also said that AAATA and other partners are working with Arbor Bike on the details relating to ownership of the equipment.

UMTRI. Ms. Pollay said Dr. Robert Hampshire has been invited to share details of his research with interested members of the DDA over the lunch hour, Friday, October 27 from 11:30am – 1pm. This research includes data about parking behavior and micro streetscape planning for enhanced pedestrian safety.

Public Comment. None.

Next Committee Meeting: The next meeting will take place on October 25 at 11:00 am.

The meeting adjourned at 12:58 p.m.
Susan Pollay, Executive Director
RESOLUTION TO CONSTRUCT ADDITIONAL FLOORS TO THE ANN ASHLEY PARKING STRUCTURE

Whereas, The DDA has managed public parking in pursuit of its mission since 1992;

Whereas, In 2015 the DDA commissioned a parking study, which recommended that the DDA add spaces to the system when opportunities arose which meet the DDA Mission;

Whereas, A parking addition at Ann Ashley would be strategically in alignment with the DDA’s streetscape investments west of Main Street aimed at improving pedestrian conditions and spurring private development;

Whereas, There is also general agreement that adding spaces to the Ann and Ashley parking structure can be done relatively quickly and at less cost than other options currently available;

Whereas, The Ann Ashley structure was designed to carry up to three additional floors, each containing approximately 125 spaces, and the cost to add three floors has been estimated to be $18M, which includes an amount for project contingency;

Whereas, The DDA Finance and DDA Operations Committees recommend that the DDA vote to establish a project budget of $18,000,000 for the design and construction of up to three additional floors to the Ann Ashley parking structure, and begin work immediately to refine the existing 80% construction drawings to meet current Building Code standards and develop a site plan for submission to the city;

RESOLVED, The DDA shall establish a $18,000,000 project budget for the construction of additional floors to the Ann Ashley parking structure;

RESOLVED, The DDA Executive Director and Operations Committee Co-Chairs are authorized to contract with Carl Walker Inc. to prepare a site plan and construction drawings for this project, and oversee issuance of bid documents;

RESOLVED, The DDA shall have the opportunity to approve the selection of contractor for this project once bids have been received and a recommendation put forward by the Capital Improvements Committee;

RESOLVED, The DDA shall also have the opportunity to approve at a later date the total number of floors and/or spaces to be added to the Ann Ashley structure through this project, as well as the details of the project bond, including its duration.

RES Ann Ashley Additional Floors 2017.doc
September 6, 2017 POSTPONED
October 4, 2017
Why Expand the Ann Ashley Parking Structure

Expanding the Ann Ashley parking structure would enable the DDA to meet its mission to strengthen downtown and encourage new private investment.

There are large vacant parcels located in close proximity to the Ann Ashley structure and the availability of additional public parking could be strategically important to encourage their redevelopment.

Adding public parking spaces in this location would complement the DDA’s focus on the northwestern section of its District, which includes a redesign of Ashley, First and West Huron Streets to become more pedestrian friendly, improve access to the adjacent commercial and residential neighborhoods, and encourage vibrant commercial and development activity.

There are no available monthly permits within the public parking system, and there are lengthy wait lists at every parking structure, including the Ann Ashley structure.

Changes in the northwest section of the DDA District within the past decade have greatly increased hourly public parking demand, such as Washtenaw County moving court and community service programs to downtown, very strong tech company demand for office space in this area, and several new commercial businesses along North Main Street.

Because the structure was designed to be expanded and construction drawings for this expansion are largely complete, constructing parking spaces at Ann Ashley structure could be accomplished relatively quickly.

Constructing floors at Ann Ashley is the least expensive approach available to the DDA to add structured parking spaces, and would also enable the public system to be expanded without adding a new parking structure in downtown.
Additional Information about an Ann Ashley Expansion

There are 80% completed construction drawings, which need only to be updated in context with the current Building Code.

<table>
<thead>
<tr>
<th><strong>Estimated Timeline for Construction: Steps</strong></th>
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<tbody>
<tr>
<td><strong>Design</strong></td>
<td>6 month review by city staff, and approval process by Planning Commission &amp; City Council</td>
</tr>
<tr>
<td>A site plan must be approved by City Council</td>
<td>Can happen at the same time as site plan approval</td>
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<tr>
<td>Construction drawings brought to 100% completion</td>
<td></td>
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<tr>
<td><strong>Bidding</strong></td>
<td>6 weeks</td>
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<tr>
<td><strong>Contractor selection/start construction</strong></td>
<td>July 2018</td>
</tr>
<tr>
<td><strong>Complete construction</strong></td>
<td>12 to 14 months</td>
</tr>
</tbody>
</table>

It is assumed that as part of the contractor’s bid they will provide a plan for how they will stage construction while still enabling patrons to utilize the structure safely and comfortably.

**Ann Ashley:**
A high demand parking location in the daytime (little weekend & evening)
Currently 827 spaces on 6 floors. Designed to carry 3 add’l levels = + 375 spaces
Double thread design with exits to Ashley and Ann, very convenient.
May encourage Washtenaw County to partner using their Main/Ann lot
2007 cost estimates: $30K/space (includes 25% soft costs)
2017 cost estimate $15M + soft costs = $18M
Ann Arbor DDA
Ann Ashley Bond Estimates

Assumptions

1. It will cost approximately $18M to build 3 additional parking levels on the Ann & Ashley parking deck
2. A 15% down payment (including project cost and fees) is required by the City
3. The municipal bond fee from the City is 5% of the first $300K, 4% for the next $200K, 3% thereafter on the project cost and fees
4. The timeline of a potential bond is:
   - City Council issues a notice of intent to issue the bond
   - After the notice of intent there is a 45 day referendum period
   - The funds would be available 14 days after the bond offering
   - It is estimated that the bond funds would be available sometime in January, 2018
5. Costs spent prior to the bond funding can be paid with bond funds if our plan to do this is included in the City Council Notice of Intent to issue the bond
6. A taxable bond would give the DDA the ability to contract all of the new parking spaces in the parking structure along with the existing parking spots since there is no current debt on the parking structure
7. Normal bond amortization is 20 years

Various bond cost estimates

<table>
<thead>
<tr>
<th></th>
<th>15-year-tax exempt estimate (2.54%)</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Cost</td>
<td>$18,000,000</td>
<td></td>
</tr>
<tr>
<td>Bond Costs</td>
<td>$239,935</td>
<td>$2,819,270</td>
</tr>
<tr>
<td>Municipal Bond Fee</td>
<td>$555,198</td>
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<tr>
<td>Down Payment Payment</td>
<td>$1,288,794</td>
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<table>
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<th>20-year-tax exempt estimate (2.86%)</th>
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<th>25-year-tax exempt estimate (3.07%)</th>
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<tr>
<td>Bond Costs</td>
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<td>Bond Costs</td>
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<td>Down Payment Payment</td>
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</table>
Current 10 Year Plan

Current forecasted parking rates: Parking rates are projected to rise at 3% beginning in FY 2019. Assumes all DDA project commitments to date

Estimated Fund Balances:

<table>
<thead>
<tr>
<th></th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
</tr>
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<tbody>
<tr>
<td>TIF</td>
<td>$2,309,577</td>
<td>$3,685,188</td>
<td>$3,866,431</td>
<td>$5,121,507</td>
<td>$6,531,887</td>
<td>$8,117,325</td>
<td>$9,887,337</td>
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<td>$14,007,582</td>
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<tr>
<td><strong>Total Fund Balance</strong></td>
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<td><strong>$21,357,763</strong></td>
<td><strong>$23,764,162</strong></td>
<td><strong>$26,494,791</strong></td>
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</tbody>
</table>

Scenario 1: Parking fund pays the downpayment ($2.8M), TIF fund pays the 20-Year non-taxable debt service of bond: **

Changes to forecasted parking rates in the current DDA 10-Year Plan: None

Estimated Fund Balances:

<table>
<thead>
<tr>
<th></th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
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<tr>
<td>Parking &amp; Parking Maintenance</td>
<td>$3,419,929</td>
<td>$4,843,825</td>
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<td>$6,675,804</td>
<td>$7,627,785</td>
<td>$8,695,846</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td><strong>$5,729,506</strong></td>
<td><strong>$8,529,013</strong></td>
<td><strong>$9,820,711</strong></td>
<td><strong>$10,486,834</strong></td>
<td><strong>$10,846,327</strong></td>
<td><strong>$12,431,253</strong></td>
<td><strong>$14,607,162</strong></td>
<td><strong>$16,573,642</strong></td>
<td><strong>$18,992,542</strong></td>
</tr>
</tbody>
</table>

Scenario 2: Parking fund pays the downpayment ($2.8M), Parking fund pays the debt service of a 15-Year non-taxable bond:

Changes to forecasted parking rates in the current DDA 10-Year Plan: Transient & Meter rates increase by $.05/Hour in FY 2019. 3% increases resume in FY 2021 Permit Rates increase by $15/Month in FY 2019 & 2020. 3% increases thereafter

Estimated Fund Balances:

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Parking &amp; Parking Maintenance</td>
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<td>$5,074,117</td>
<td>$5,763,020</td>
<td>$5,979,124</td>
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<td>$6,602,161</td>
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<td>$6,988,654</td>
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<tr>
<td><strong>Total Fund Balance</strong></td>
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<td><strong>$8,895,068</strong></td>
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<td><strong>$16,563,142</strong></td>
<td><strong>$18,609,640</strong></td>
<td><strong>$20,996,236</strong></td>
</tr>
</tbody>
</table>

Scenario 3: Parking fund pays the downpayment ($2.8M), Parking fund pays the debt service of a 20-Year non-taxable bond:

Changes to forecasted parking rates in the current DDA 10-Year Plan: Transient & Meter rates increase by $.05/Hour in FY 2019. 3% increases resume in FY 2021 Permit Rates increase by $15/Month in FY 2019 & 2020. 3% increases thereafter

Estimated Fund Balances:

<table>
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<tr>
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</tr>
<tr>
<td>Parking &amp; Parking Maintenance</td>
<td>$3,419,929</td>
<td>$5,209,880</td>
<td>$6,035,295</td>
<td>$6,393,717</td>
<td>$5,831,650</td>
<td>$7,302,957</td>
<td>$7,524,856</td>
<td>$7,764,802</td>
<td>$8,147,971</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td><strong>$5,729,506</strong></td>
<td><strong>$8,795,068</strong></td>
<td><strong>$9,211,726</strong></td>
<td><strong>$11,515,224</strong></td>
<td><strong>$12,363,536</strong></td>
<td><strong>$15,420,282</strong></td>
<td><strong>$17,412,194</strong></td>
<td><strong>$19,611,657</strong></td>
<td><strong>$22,155,553</strong></td>
</tr>
</tbody>
</table>

Scenario 4: Parking fund pays the downpayment ($2.8M), Parking fund pays the debt service of a 25-Year non-taxable bond:

Changes to forecasted parking rates in the current DDA 10-Year Plan: Transient & Meter rates increase by $.05/Hour in FY 2019. 3% increases resume in FY 2021 Permit Rates increase by $15/Month in FY 2019 & 2020. 3% increases thereafter

Estimated Fund Balances:

<table>
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<td><strong>$11,515,224</strong></td>
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<td><strong>$17,412,194</strong></td>
<td><strong>$19,611,657</strong></td>
<td><strong>$22,155,553</strong></td>
</tr>
</tbody>
</table>

* Does not include the estimated Housing Fund balance  ** TIF funds have been used by the DDA to pay for all parking structure new construction
RESOLUTION TO PURCHASE AND INSTALL PARKING ACCESS AND REVENUE CONTROL EQUIPMENT FOR THE FOURTH AND WILLIAM PARKING STRUCTURE

Whereas, With the completion of the Fourth and William structure stair/elevator improvement project, it is time to replace aging parking access and revenue control equipment at that structure;

Whereas, In July 2017 the DDA distributed an RFP for this equipment, and in August 2017 three responses were received, with two vendors interviewed by a selection committee that included DDA and Republic Parking staff representatives;

Whereas, Input was also sought from other parking systems through reference checks and site visits;

Whereas, The selection committee recommended Signature Control Systems and TIBA as the dealer and equipment that would best meet the needs of this project;

Whereas, The DDA Operations Committee reviewed this recommendation and endorses its approval by the DDA;

Whereas, The project cost for purchase and installation of this equipment is $350,000;

RESOLVED, The DDA approves the purchase and installation of parking access and revenue control equipment for the Fourth and William structure within a project budget of $350,000, with these funds to be taken from the DDA’s parking funds;

RESOLVED, The DDA authorizes a contract with Signature Control Systems for the purchase of this equipment.
PARC (Parking Access and Revenue Control) Equipment

DDA planned to update the PARC (Parking Access and Revenue Control) equipment at the 4th & William structure after the completion of the stair/elevator project. Here is our recommendation.

Configuration should be similar to Library Lane.

- Pay in lane equipment (credit card/ pre-paid debit card)
- Cashiers available at booths in lobby areas
- Multiple pay-on-foot kiosks

Timeline
7/2017- RFP released
8/2017- Responses: Traffic & Safety/Amano McGann OPUS, Harvey Electronics/Skidata, Signature Control Systems/TIBA

Staff and others met to review proposals. Two firms were selected for interviews.

9/2017- Staff called references and conducted site visits. Interviews were held.

Pros and Cons
Amano McGann/Traffic & Safety

Pros- Traffic & Safety provides excellent service and support/ long history with DDA

- Amano McGann equipment is familiar to RPS staff
- Entire parking system would be on one equipment type
- Proposal includes software upgrade to other PARCS equipment

Cons- Amano McGann has a history of not providing software updates in a timely manner (seem to get behind and be unable to catch up). E.g. system compliance for credit card acceptance

- Software update fixes one issue but then often creates another
- Users reported many installation issues related to software that took an inordinate amount of time to resolve

TIBA/Signature Control Systems

Pros- SCS has been in business for a long time/ success prior to collaboration with TIBA

- Both the dealer and equipment come highly recommended
- Opportunity to try another equipment type
- Users are pleased with back-office software/reporting options

Cons- RPS staff would need training

- Need to educate parkers on new type of ‘ticket’- however system would save money on ticket costs
- Need to deal with validation issues (two different systems)
Recommendation
Based on information received through research, site visits, RFP responses, and interviews our recommendation is to select Signature Control Systems and TIBA equipment. We recommend approving a project budget of $350,000. These funds are available in the FY18 budget (fund 065).

Next steps

- Meet with Signature Controls to discuss installation details including timeline
- Develop educational materials for parkers
- Think about validation options
- Plan for Republic Parking training (operations and maintenance)
- Check in/follow up- at 6 months and 1 year out from installation (how is it going, what do we think about equipment, service?)
RESOLUTION TO ENTER INTO A FIBER AND CONDUIT USE AGREEMENT WITH THE CITY OF ANN ARBOR

Whereas, The City of Ann Arbor (City) has constructed a fiber optic network for its own use since the old network owned by a private entity is will no longer be available;

Whereas, The DDA parking operation at the Forest parking structure is currently using the old fiber optic network to transfer data and video from its parking facilities to its operational command center in the Ann & Ashley parking structure;

Whereas, The City has capacity on the new fiber network to offer to DDA parking operation;

Whereas. It will cost $72,862 to install the connection, and the City has offered this connection for an annual usage fee of $10,500/year;

Whereas, The new fiber optic network will greatly increase the speed at which the data and video can be transferred;

Whereas, The DDA Operations Committee have reviewed the proposed agreement and support its approval, and the agreement has been reviewed by the DDA Attorney;

RESOLVED, The DDA authorizes its Executive Director sign the Fiber and Conduit use Agreement with the City of Ann Arbor.

RES Fiber Network Agreement 100417
October 4, 2017
FIBER AND CONDUIT USE AGREEMENT
BETWEEN
THE ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
AND
THE CITY OF ANN ARBOR

This Fiber and Conduit Sharing Agreement ("Agreement") is made and entered into this ___ day of ______________, 2017, by and between the City of Ann Arbor, a Michigan municipal corporation having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("Grantor") and the Ann Arbor Downtown Development Authority, a Michigan <type of government entity> whose address is <ADDRESS, Ann Arbor, Michigan Zip) ("Grantee").

RECIDALTS

A. Grantor has constructed or acquired a fiber optic network (FON) that contains fiber optic cables, conduit, and related equipment for its own use ("the Grantor FON").

B. Grantor has available fiber optic cable in the Grantor FON that is currently not in use and is available for use by Grantee. Pursuant to this Agreement, Grantor provides capacity in the Grantor FON to Grantee.

C. Grantor enters into this Agreement in recognition of the public purposes to be served by Grantee’s use of the Grantor FON, in consideration of Grantee’s agreement to compensate Grantor for use and maintenance of the portion of the Grantor FON committed to Grantee’s use, and in consideration of the other terms and conditions agreed to between the parties in this Agreement.

D. Grantor owns the Grantor FON and will own any additions thereto, whether funded by Grantor or by a Grantee. Only Grantor will perform maintenance of the Grantor FON, either directly or through a contractor, and Grantor must approve all capital builds, additions to, moves of, and changes to the Grantor FON. The Grantor FON terminates in the patch panel(s) located in the Grantee location(s) identified in Exhibit A to this Agreement. Grantee has or will have ownership of all fiber and equipment beyond the termination patch panel(s), and Grantee will be responsible for maintenance of all fiber and equipment beyond each termination patch panel. Grantee will be solely responsible for providing and for maintenance of all electronic, optronic and other equipment, materials and facilities used by Grantee in connection with the operation of Grantee Fiber, none of which is or will be part of the Grantor FON, and none of which is included in the maintenance services provided by Grantor under this Agreement.

E. The maintenance to be provided by Grantor is described in detail in Exhibit E to this Agreement.

F. The additions or extensions to the Grantor FON that will be constructed to make the Grantor FON available to Grantee, including the funding and other responsibilities of Grantor and of Grantee relative to those additions or extensions, are stated in detail in Exhibit C to this Agreement. Exhibit C may from time to time be modified to add
additions or extensions to the Grantor FON that will be constructed, including the related responsibilities of Grantor and of Grantee.

ARTICLE 1.
DEFINITIONS

1.01 “Additional Maintenance Work” means maintenance work respecting the Grantor FON or Grantee Fiber that is not Scheduled or Unscheduled Maintenance otherwise provided for in this Agreement, but is requested by Grantee.

1.02 “Capital Costs” means all Costs to build a new section or to modify a section of the Grantor FON at the request of Grantee, or to provide connection between the Grantor FON and a Grantee location.

1.03 “Capital Project” means a capital project to build a new section or modify a section of the Grantor FON to provide connection between the Grantor FON and a Grantee location.

1.04 “Costs” means the actual direct costs paid or payable in accordance with the established accounting procedures generally used by Grantor and which Grantor utilizes in billing third parties for reimbursable projects. These costs include the following: (i) internal labor costs, including wages, salaries, benefits, and overhead (provided that overhead shall be as calculated by standard City practices and that all of such costs will be charged based on the hourly rates of the employees on the project), and (ii) other direct costs including costs billed to and paid by Grantor by a third party performing work for and under the supervision of Grantor, and including materials and other out of pocket expenses on a direct pass-through basis.

1.05 “Dark Fiber” means optical fiber currently in place but not being utilized, and through which no light pulses are being sent.

1.06 "Deposit Drawdown Account" means an account established by Grantor into which Grantee will deposit the estimated Capital Cost amounts for which it is responsible for a Capital Project, and from which Grantor may draw down funds to cover the costs of the Capital Project.

1.07 “Effective Date” has the meaning set forth in Section 6.01.

1.08 “Fiber Route” has the meaning set forth in Article 2.

1.09 “Force Majeure Event” has the meaning set forth in Article Section 12.03.

1.10 “Governmental Authority” means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
“Grantee Fiber” means the fiber strands that are part of a Grantor Cable, and that run between and/or connect to each of Grantee’s location(s).

“Grantee Fiber” means the fiber strands that are part of a Grantor Cable, and that run between and/or connect to each of Grantee’s location(s).

“Grantor Cable” means fiber optic cables owned by Grantor that are located in and are part of the Grantor FON.

“Grantor FON” means Grantor fiber cable, hand holes, splice enclosures, patch panels, and any other equipment utilized to facilitate a connected fiber ring, including laterals connected to the ring.

Indefeasible Rights of Use (IRU)” means the right to utilize the Grantor FON as defined in, and pursuant to the terms and conditions of, this Agreement.

“Prime Rate” means, as of any relevant date, the interest rate most recently published in the Money Rates Section of the Wall Street Journal as the prime rate.

“Annual Usage Fee” has the meaning set forth in Article 5.

“Reasonable Effort” means efforts that are reasonable in the circumstances.

“Relocating Authority” has the meaning set forth in Section 3.10.

“Required Rights” has the meaning set forth in Article 7.

“Scheduled Maintenance” means all routine work done to maintain the operation and availability of the Grantor FON. The Grantor FON will be maintained exclusively by Grantor’s Information Technology Department, or by a contractor under Grantor’s control.

“Term” has the meaning set forth in Article 6.

“Unscheduled Maintenance” means all maintenance and repair work associated with unanticipated issues or problems affecting the operation and availability of the Grantor FON.

ARTICLE 2.

FIBER ROUTE

2.01 The “Fiber Route” is that portion of the Grantor FON and Grantor Cable needed by Grantee to connect the locations identified in Exhibit A. Grantor and Grantee may from time to time agree in writing to modify Exhibit A to add or remove locations. The City Administrator of the City of Ann Arbor is authorized to act on behalf of Grantor to modify Exhibit A to add or remove locations. Based on the number of Grantee locations added or removed, and their geographic locations, the calculations of Grantee’s share of costs for maintenance, and all other compensation paid by Grantee to Grantor shall be adjusted.

2.02 Grantor reserves the right to change at any time the routes within the Grantor FON and to move Grantee Fiber to lie within the changed route or substitute other fiber optic cable strands to
serve as Grantee Fiber within the changed route so long as such change does not affect Grantee’s use of Grantee fiber. Grantor will notify Grantee of any route changes, subject to the confidentiality provisions of Article 15 and reserves the right to change the routes within the Grantor FON used to connect those locations.

ARTICLE 3.
CAPITAL BUILDS AND RELOCATION COSTS

3.01 Grantor will be responsible for the construction of all of the Grantor FON, including any additions to or modifications necessary to allow connection of the Grantor FON to Grantee’s locations.

3.02 Unless otherwise provided in writing and by agreement between Grantee and Grantor for a particular capital construction project, Grantee will be responsible for all Capital Costs for any addition to or modification of the Grantor FON that is necessary to allow connection of the Grantor FON to each Grantee location. The Capital Projects to allow connection to one or more Grantee locations, including the Capital Costs for each that are Grantee’s responsibility, are listed in Exhibit C. The list of capital projects in Exhibit C may from time to time be modified to add capital construction projects and the Capital Costs for each. Grantor will contract for and oversee all capital construction projects for additions to or modifications of the Grantor FON and will retain sole ownership of additions to or modifications of the Grantor FON.

3.03 Notwithstanding Grantee’s funding of Capital Projects, Grantee and Grantor agree that Grantor is responsible management and oversight of the design and construction of all Capital Projects. Unless otherwise agreed between Grantor and Grantee for a specific Capital Project, Grantor and/or its contractors will perform all the work on all Capital Projects. Grantee will fund all the Capital Costs of each Capital Project, including all costs incurred by Grantor for work on each Capital Project, including management and oversight. The components of Capital Costs for Capital Projects are set out in more detail in Exhibit B.

3.04 Grantor will establish a Deposit Drawdown Account into which Grantee will deposit funds that can be drawn on by Grantor to cover the Capital Project costs. Before each Capital Project is undertaken by Grantor, Grantee agrees to deposit into the Deposit Drawdown Account the estimated amount of Capital Costs for the Capital Project.

3.05 Before the design work for a Capital Project is begun, Grantee agrees to deposit into the Deposit Drawdown Account the estimated amount for engineering design costs for the Capital Project, as set forth in Exhibit C. After design is completed and the remainder of the Capital Costs are known or estimated, before any other work is done, Grantee agrees to deposit into the Deposit Drawdown Account the estimated amount for the Capital Costs for the Capital Project, including the contingency amount, as set forth in Exhibit C. Grantor shall notify Grantee of the due date for payments to be deposited into the account. If Grantee fails to deposit any required amount(s), Grantor reserves the right to stop work on the Capital Project, and Grantee agrees that it will be responsible for any claims for additional costs due to the work stoppage.

3.06 As Grantor incurs and pays Capital Costs on a Capital Project, including costs for design, construction, and related services, including Grantor’s oversight and management costs, Grantor
will withdraw funds from the Deposit Drawdown Account. Grantor will report to Grantee each month the dollar amounts withdrawn and identify the Capital Costs for which those funds were used. Should actual Capital Costs exceed the estimated total cost set forth in Exhibit C, Grantor will give notice to Grantee of the additional dollar amount(s) Grantor must deposit into the Deposit Drawdown Account to cover the actual Capital Costs. The Capital Costs for each Capital Project is an estimated amount, and not guaranteed. When a Capital Project is finished and final Capital Costs have been determined and paid, Grantor will return to Grantee any balance that remains in the Deposit Drawdown Account for that Capital Project.

3.07 Grantor will maintain Capital Project records for a minimum of three (3) years after Capital Project completion. With reasonable advance notice, Grantor will provide Grantee with access to such records to inspect and make copies as required. If Grantee receives, a grant to cover the Capital Costs for which it is responsible, Grantee will notify Grantor of the requirements the grant imposes relative to the Capital Project with which Grantor and/or its contractors must comply.

3.08 Whenever Exhibit A is modified to add a Grantee location, Exhibit C will be modified to add the corresponding Capital Project and Capital Costs for connection to that added Grantee location.

3.09 If relocation of any portion of the Grantor FON as provided in Section 3.10 is required for any Grantee location, those will be added to the listed Capital Projects in Exhibit C and the Capital Costs for those projects will be treated like the Capital Costs for a Capital Project to add to or modify the Grantor FON for connection to a Grantee location.

3.10 Relocation. If Grantor is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by Grantor or the provider of any Required Right, (iii) by any other person having the authority to so require (each a “Relocating Authority”), or (iv) by the occurrence of any Force Majeure Event, to relocate any Grantor Cable containing Grantee Fiber, Grantor shall have the right to proceed with such relocation, including, but not limited to, the right to reasonably determine the extent and timing of, and methods to be used for, such relocation. Grantor shall give Grantee notice of the required relocation. Grantor will keep Grantee informed regarding the relocation. If possible the relocation will incorporate the same or the equivalent of the Grantee Fiber that was there before the relocation. Grantor will perform any relocation in a manner that should reasonably minimize the disruption of Grantee’s use of its Grantee Fiber. Unless the relocation is solely the result of acts or omissions of Grantor or a contractor of Grantor, Grantee shall reimburse Grantor for its proportionate share of the Costs, as defined in Section 1.04, related to such relocation allocated to Grantee in proportionate shares with the other Grantees in the affected portion of the Grantor FON where Grantee Fiber is located. The relocation Costs to be reimbursed shall not include any amounts for which Grantor has been reimbursed by the Relocating Authority.)
ARTICLE 4.
ONE-TIME FEE

4.01 Grantee agrees to pay a One-Time Fee, as provided in Exhibit D. This One-Time Fee is for Grantee to buy-in to the costs Grantor has already incurred for constructing the Grantor FON, including the Grantee Fiber.

4.02 In consideration of (i) the public services provided by Grantee in its capacity as a governmental entity, and (ii) that the Grantee is funded primarily with local tax revenues, Grantee is not required to pay the One-Time Fee.

ARTICLE 5.
USAGE FEE, MAINTENANCE, OTHER CHARGES, AND TECHNICAL SUPPORT

5.01 Annual Usage Fee. In consideration of Grantor’s responsibilities under this Agreement, subject to the adjustments described in Section 5.02, Grantee shall pay to Grantor an Annual Usage Fee, commencing with the Effective Date and continuing thereafter for each Grantor fiscal year (July 1 through June 30) until the expiration of the Term of this Agreement. The Annual Usage Charge is based on the number of fiber pairs within the Grantee Fiber as a share of the Grantor FON, as provided in Exhibit D. Except as otherwise explicitly provided, the Annual Usage Fee covers Grantee’s right to use the Grantee Fiber within the Grantor FON, Scheduled and Unscheduled Maintenance as provided in Exhibit E, and the technical support described in this Article 5 and Exhibit E.

5.02 The Annual Usage Fee may be adjusted annually, effective July 1, based on any increase to Grantor’s contract costs for Scheduled and Unscheduled Maintenance, as provided in Exhibit D.

5.03 Except as otherwise explicitly provided in this Agreement for a particular payment, the Annual Usage Fee shall be due and payable on or before July 1 of each year. Any sums not paid by Grantee within thirty (30) days of the due date shall bear interest at the Prime Rate plus two percent (2%). In the event the Effective Date occurs other than on the July 1, the Annual Charge shall be prorated for the first quarter of the Term of the Agreement (July 1 through September 30) to reflect the actual number of days during the quarter service is provided under this Agreement. Payment of the first Annual Usage Fee, whether with or without proration, is due within thirty (30) days after the Effective Date.

5.04 Maintenance. Grantor or its contractor(s) shall perform all Scheduled and Unscheduled Maintenance as provided in Exhibit E.

5.05 Additional Maintenance Work shall be undertaken solely by Grantor or by a contractor of Grantor, shall be undertaken in Grantor’s sole discretion at Grantee’s request, and shall be performed on a Reasonable Effort basis. Grantee shall reimburse Grantor for all Costs incurred in connection with such Additional Maintenance Work. Grantee agrees to pay Grantor within thirty (30) days after Grantor sends Grantee an invoice for the Costs. Any sums not paid by Grantee when due shall bear interest at the Prime Rate plus two percent (2%).
5.06 **Technical Support.** All incidents, problems, issues, or questions related to the Grantor FON that affect operation of Grantee Fiber must be directed to the City of Ann Arbor Help Desk at 734-794-6550 or helpdesk@a2gov.org. A Help Desk ticket will be created and assigned to the appropriate resource based on the reported issue. All matters not resolved to the satisfaction of Grantee should be directed to the head of the City of Ann Arbor IT Department as provided in Exhibit E.

5.07 **Service Level.** Response to all Help Desk tickets will be addressed on a Reasonable Effort basis and at the discretion of the Help Desk dispatcher, Help Desk Manager or Information Technology Director.

**ARTICLE 6.**

**TERM**

6.01 This Agreement shall become effective on October 1, 2017 (the “Effective Date”). Except as otherwise provided, the Term shall commence on the Effective Date, and shall continue until June 30, 2033, unless abandoned by Grantee in accordance with Section 6.05 below or terminated in accordance with Article 12.

6.02 At the end of the Term, upon termination in accordance with Article 12, or upon abandonment pursuant to this Article 6, all rights to the use of Grantee Fiber, or any portion of Grantee Fiber that is abandoned, shall revert to Grantor without reimbursement of any of the fees, sums, costs, fees or expenses previously made with respect thereto, and from and after such time Grantee shall have no further rights hereunder with respect thereto.

6.03 The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment for maintenance or other services rendered prior to the date of expiration or termination.

6.04 This Agreement shall become effective on the date hereof and shall terminate upon expiration of the Term pursuant to Section 6.01, on the date of a termination pursuant to Article 12, or upon proper abandonment in accordance with Section 6.05, except that those provisions of this Agreement that are expressly provided herein to survive such termination shall remain binding on the parties hereto.

6.05 If at any time during the Term Grantee determines it does not wish to continue its use of all or any portion of the Grantee Fiber covered by this Agreement, Grantee shall have the right to abandon all or a portion of Grantee Fiber covered by this Agreement with a minimum of ninety (90) days written notice to Grantor. Upon such abandonment, all rights of Grantee to use Grantee Fiber or portion of Grantee Fiber it has abandoned shall cease, and all rights to the use of that fiber shall return to Grantor at no cost to Grantor. In the event of such abandonment, except for provisions that extend past termination, this Agreement shall terminate as to Grantee Fiber abandoned by Grantee, and Grantee shall not be entitled to a refund of any fees or other costs paid.

6.06 At the end of the Term, upon termination for abandonment as provided in Section 5.06, or upon termination pursuant to Article 12, Grantor will be responsible for disconnecting the
Grantee Fiber subject to the termination, Grantee agrees that Grantor has the right to perform the disconnection, and Grantee will not interfere with Grantor or its contractor’s efforts and ability to perform the disconnection.

ARTICLE 7.
REQUIRED RIGHTS

7.01 Grantor represents and warrants that it will obtain and maintain in full force during the Term all rights, licenses, permits, authorizations, rights-of-way, easements and other agreements that are necessary for Grantor to install and maintain the Grantor FON, including Grantee Fiber, and permit the fiber use by Grantee contemplated by this Agreement (collectively, the “Required Rights”). Grantee represents and warrants that it will obtain, prior to the commencement of the Term, and maintain in full force and effect during the Term all rights, licenses, permits, easements, authorizations, franchises and other approvals that are necessary for Grantee to enter into this agreement with Grantor, for Grantee to use Grantor Fiber, and for Grantee to assume the financial and other obligations required of Grantee by this Agreement.

7.02 Grantor represents that it is not in default under any of the Required Rights that would permit Grantor of a Required Right to terminate such right prior to its stated expiration date, or would otherwise materially, adversely impair or affect Grantee’s ability to use the Grantee Fiber or exercise its rights with respect thereto, as provided and permitted hereunder, and to the best of its knowledge, no grantor of Required Rights is in default under an existing Required Rights document. Grantor further represents and warrants that to the best of its knowledge, no language or requirement in any Required Rights imposes material requirements, restrictions and/or limitations upon Grantee’s right to use Grantee Fiber.

7.03 If the stated term of any Required Right expires, in accordance with its ordinary terms, on a date earlier than the last day of the Term of this Agreement, Grantor shall, at its sole cost, exercise any renewal rights there under or otherwise acquire extensions, additions and/or replacements as may be necessary for the Required Right to be continued until a date that is not earlier that the last day of the Term of this Agreement.

ARTICLE 8.
TAXES

8.01 Grantor and Grantee acknowledge and agree that Grantee shall be treated for accounting, and for all applicable federal, state, and local tax purposes as the exclusive beneficial owner of its Grantee Fiber. Neither Grantor nor Grantee shall take any positions inconsistent therewith in any tax filing or otherwise.

8.02 In the event that applicable laws or regulations require Grantor to file returns for and pay ad valorem property taxes imposed on or assessed against Grantee Fiber, Grantor shall do so. Grantee will reimburse Grantor for the taxes paid by Grantor within thirty (30) days after Grantor sends Grantee an invoice for the taxes. Any sums not paid by Grantee when due shall bear interest at the Prime Rate plus two percent (2%).
ARTICLE 9.
USE OF THE GRANTOR FIBER OPTIC NETWORK (FON)

9.01 Grantee represents and warrants that it will use Grantee Fiber hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

9.02 Subject to the provisions of this Agreement, Grantee may use Grantee Fiber for any lawful purpose within Grantee’s authority. Grantee acknowledges and agrees that it has no right to use any fiber in the Grantor FON other than Grantee Fiber and that it shall use Reasonable Efforts to keep all of the Grantor FON, including but not limited to Grantee Fiber, free from any liens, rights, or claims of any third party attributable to Grantee.

9.03 Grantor agrees and acknowledges that it has no right to use the Grantee Fiber during the Term of this Agreement, and agrees it shall use Reasonable Efforts to keep the Grantee Fiber, including Grantee Fiber additions, free from any liens, rights, or claims of any third party attributable to Grantor.

9.04 Grantee and Grantor agree to cooperate with each other to comply with any requirements of any Governmental Authority applicable to their respective rights and obligations under this Agreement.

ARTICLE 10.
LIMITATION OF LIABILITY

10.01 Neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the party’s failure to perform its obligations under this Agreement, all claims for which damages are hereby specifically waived, regardless of the type of claim, and regardless of the acts, omissions, or circumstances that give rise to those damages.

10.02 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party; provided, however, that neither party shall make any claim for indirect, special or consequential damages against any third party who has a right of indemnification or other right of recovery against a party to this Agreement.

10.03 Grantee and Grantor each reserves their right to assert governmental immunity on behalf of themselves, their officials and employees, and no provision in this Agreement shall, or shall be construed to, waive or limit the governmental immunity of either Grantor or Grantee, or their respective officials and employees.
ARTICLE 11.

INSURANCE

11.01 During the term of this Agreement Grantee shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) personal injury, and (b) contractual liability, with combined single limit of not less than $2,000,000.00 each occurrence or its equivalent, and with a waiver of all rights of subrogation; and (ii) any other insurance required under or pursuant to the Required Rights. Grantor shall be covered as an additional insured on Grantee’s Commercial General Liability policy.

11.02 Unless otherwise agreed in writing, all insurance policies shall be obtained and maintained with companies admitted and authorized to do business in the State of Michigan and rated A or better by Best’s Key Rating Guide, and each party shall, upon request, provide the other party with an insurance certificate confirming compliance with the requirements of this Article 11. Grantee may satisfy its insurance obligations in whole or in part through an approved self-insurance program.

ARTICLE 12.

DEFAULT AND TERMINATION

12.01 If (i) Grantee makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy, other insolvency protection against Grantee is filed and not dismissed with 120 days; or (iii) Grantee fails to observe and perform any of its material obligations under the terms and provisions of this Agreement and such failure continues without cure for a period of thirty (30) days after written notice from Grantor (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Grantor may, subject to Article 16, take any or all of the following actions: If the default consists of a failure of Grantee to pay fees under this Agreement, Grantor may terminate this Agreement and the Term, in which event Grantor shall have no further duties or obligations hereunder; In the event of any other default hereunder, Grantor may, subject to Article 10, pursue any legal remedies it may have under applicable law or principles of equity relating to such default.

12.02 If Grantor materially fails to observe and perform any of its obligations under the terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after written notice from Grantee (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Grantee may, subject to Article 16, (A) terminate this Agreement, and (B) subject to Article 10, pursue any legal remedies it may have under applicable law or principles of equity relating to such default. If Grantee terminates pursuant to this Section 12.02, Grantee shall have no further duties or obligations hereunder except for obligations that either accrued prior to termination or extend beyond termination as provided in this Agreement.
Neither party shall be in default under this Agreement, and such party’s performance of an obligation shall be excused and extended, if and to the extent and during the period that any failure or delay in such party’s performance of one or more of its obligations hereunder is proximately caused by any of the following conditions, each of which shall be deemed a “Force Majeure Event”: Any act of God; shortages or unavailability or other delay in delivery not resulting from the responsible party’s failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; failure of a third party to provide or to recognize a Required Right (provided Grantor is not in default thereunder and has made timely and reasonable efforts to obtain the same); any other cause beyond the reasonable control of such party.

12.04 If the Grantee Fiber remains “dark” with no light pulses or a period of more than 365 days, Grantor reserves the right to terminate this Agreement and the Term. If any portion of the Grantee Fiber remains “dark” with no light pulses for a period of more than 365 days, that portion of the Grantee Fiber shall be deemed abandoned by Grantee and Grantor reserves the right to terminate this Agreement and the Terms as to that portion of the Grantee Fiber in accordance with Section 6.05.

ARTICLE 13.
ASSIGNMENT

13.01 Grantor may assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other person at any time; provided Grantor shall not be released from its obligations to Grantee hereunder unless those obligations are included in the assignment, and provided that Grantor shall provide Grantee with notice of such assignment. Grantor may also sell, transfer, lease, license, grant indefeasible rights of use and enter into similar agreements or arrangements with other persons respecting any fibers, cable and conduit constituting a part of the Grantor FON.

13.02 Grantee may not assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other person without the prior written consent of Grantor. Any assignee or other transferee shall use the Grantee Fiber only for lawful public purposes, as provided in Section 9.02, and shall be subject to all of the terms and conditions of this Agreement.

13.03 This Agreement and each party’s respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

ARTICLE 14.
REPRESENTATIONS AND WARRANTIES

14.01 In addition to Grantor’s representations in Article 7, each party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors’
rights and general equitable principles; and (iv) its execution of and performance under this Agreement does not and will not violate any applicable local, state or federal regulations, rules, statutes, regulatory decisions, or court orders.

14.02 EXCEPT AS SET FORTH IN THE FOREGOING SECTION 14.01, OR IN SECTIONS 7.01 AND 7.02, GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO GRANTEE FIBER, OR THE GRANTOR FON, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 15.
CONFIDENTIALITY AND NON-DISCLOSURE

15.01 Grantor and Grantee agree that if Grantee at any time needs to see information belonging to Grantor that is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act, and federal bioterrorism and homeland security laws (collectively referred to as “Confidential Information”) for purposes of implementation of the terms of this Agreement, and if Grantor in its sole discretion is willing to allow Grantee to see any part or all of the Confidential Information, then Grantee agrees it shall first enter into a Non-Disclosure Agreement satisfactory to Grantor. Grantee understands and agrees that Grantor will not disclose to Grantee the Confidential Information until Grantee and all necessary employees have executed the required Non-Disclosure Agreement.

15.02 The provisions of this Article 15 and of any Non-Disclosure Agreement shall survive the termination of this Agreement.

ARTICLE 16.
DISPUTE RESOLUTION

16.01 If the parties are unable to resolve any dispute arising under or relating to this Agreement, the parties shall resolve such disagreement or dispute as follows:

16.02 Either party may refer the matter to management-level representatives of the parties by written notice to the other party (the “Dispute Notice”). Within fifteen (15) days after delivery of the Dispute Notice such representatives of both parties shall meet at a mutually acceptable time and place to exchange all relevant information in an attempt to resolve the dispute. Each party shall exercise its discretion to select the appropriate management level representative.

16.03 If the matter has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if management-level representatives of the parties fail to meet within fifteen (15) days after delivery of such Dispute Notice, the parties shall initiate mediation in accordance with the procedures set forth in 15.04 below. All negotiations conducted by such management-level representatives shall be confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

16.04 If the management level representatives of the parties are unable to resolve the dispute or have failed to meet, the parties agree to participate in a non-binding mediation procedure if either
party initiates the procedure as follows: A mediator will be selected by agreement between the parties. Representatives of each of the parties will meet with the mediator at a time and place determined by the mediator, but not more than sixty (60) days after delivery of the Dispute Notice unless a later date is agreed to among the parties and the mediator. The parties shall decide whether to include legal counsel at the mediation. The fees of the mediator and other costs of the mediation will be shared equally by the parties. Either party may abandon the mediation procedure before a resolution is reached, but must participate in the mediation in good faith.

ARTICLE 17.
NOTICES

All notices or other communications that are required or permitted herein shall be in writing and sufficient if delivered personally, sent by either facsimile transmission or electronic mail transmission followed by another form of written notification that is capable of providing proof of delivery, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO GRANTOR:

Information Technology Director
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

with copies to:

Financial and Administrative Services Area Administrator
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

IF TO GRANTEE:

<Title>
The Ann Arbor Downtown Development Authority
<Address>
Ann Arbor, MI <ZIP>

Or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.
ARTICLE 18.
ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

ARTICLE 19.
RELATIONSHIP OF THE PARTIES

The relationship between Grantor and Grantee shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose.

ARTICLE 20.
COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

ARTICLE 21.
CONSTRUCTION AND INTERPRETATION OF AGREEMENT

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm’s length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

ARTICLE 22.
SEVERABILITY

If any term or provision of this Agreement, the deletion of which would not materially adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this
Agreement that is illegal, invalid or unenforceable, Grantor and Grantee shall negotiate in good faith an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

ARTICLE 23.
GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without reference to its choice of law principles.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR: GRANTEE:

CITY OF ANN ARBOR ANN ARBOR DOWNTOWN
a Michigan municipal corporation DEVELOPMENT AUTHORITY, a

Michigan <government entity>

By _______________________________ By ______________________________
Christopher Taylor, Mayor Printed Name: _____________________
Title: ____________________________

By _______________________________
Jacqueline Beaudry, City Clerk

Approved as to Substance:

__________________________________
Howard S. Lazarus, City Administrator

Approved as to Form and Content:

__________________________________
Stephen K. Postema, City Attorney
Exhibit A
Grantee Lateral Locations, Route, and Contact Information

All lateral FON locations will traverse the entire main fiber ring and pass through each city data center. Each strand provided below is Dark Fiber, is the responsibility of Grantee to light. The Grantor FON cable will terminate in the patch panel of each of the locations below. Grantee shall notify Grantor in writing of any changes to the contact name(s), email(s) or telephone number(s).

<table>
<thead>
<tr>
<th>Location A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Fiber Pairs Serving all Locations:</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td><strong>LOCATION A</strong></td>
<td><strong>Downtown Development Authority, Forest Ave. Parking Structure</strong></td>
</tr>
<tr>
<td><strong>Site Name</strong></td>
<td><strong>Street Address</strong></td>
</tr>
<tr>
<td><strong>City, St, Zip</strong></td>
<td><strong>650 S Forest Ave.</strong></td>
</tr>
<tr>
<td><strong>Site Contact</strong></td>
<td><strong>Ann Arbor, MI 48104</strong></td>
</tr>
<tr>
<td><strong>Site Contact Email</strong></td>
<td><strong>Joe Morehouse</strong></td>
</tr>
<tr>
<td><strong>Site Contact Phone</strong></td>
<td><strong><a href="mailto:jmorehouse@a2dda.org">jmorehouse@a2dda.org</a></strong></td>
</tr>
<tr>
<td><strong>Number of fiber strands</strong></td>
<td><strong>734-994-6697</strong></td>
</tr>
<tr>
<td><strong>Number of fiber strands</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>
Exhibit B

Capital Costs

Capital Costs are defined in Section 1.02 and will be the responsibility of the Grantee for each Capital Project. The scope of each Capital Project will be based on the requirements and needs of Grantee, the design and construction requirements to connect the Grantee location(s) in Exhibit A to the Grantor FON, and the pricing for the Capital Project provided by Grantor’s contractor(s). Basic components of a capital build are as follows, but are not limited to:

1. Engineering Design
   Cost associated with the planning, design, and documentation of the fiber cable route and needed FON components in order to secure and estimate for construction.

2. Permitting
   Permits need to be acquired and paid for prior to any construction. Permits required will be determined after engineering has determined the route and may be subject to change during construction. Typical permits associated with construction, but not limited to, are:
   - City of Ann Arbor Right-Of-Way permits
   - Washtenaw County Road Commission
   - Michigan Department of Transportation (MDOT)
   - Railroad(s)
   - Utility Pole Permits:
     - AT&T
     - DTE

3. Make-Ready Costs
   Cost to prepare, place, or modify utility poles for placement of fiber cable.

4. Construction (Capital Build)
   Following are typical components of a capital build, but not limited to, and will vary depending on the project:
   - Fiber Cable placement - Aerial, underground, or both
   - Conduit placement – Underground
   - Duct placement – Aerial, underground or both
   - Tracer wire placement
   - Hand hole placement
   - Building Entry
   - Splicing
   - Patch Panel Installation
   - Testing

5. Relocation Fee
   Capital Costs associated with the move of an existing route

6. City Project Management Costs
Exhibit C
Capital Project Cost Responsibilities

The following Capital Projects are necessary to connect the Grantor FON to one or more Grantee locations. Grantee’s responsibility for Capital Costs for each is as follows. Unless Grantor agrees otherwise in writing, Grantee will pay its costs in the manner provided in Article 3 of the Agreement.

**LOCATION A—GRANTEE’S RESPONSIBILITY FOR PROJECT CAPITAL COSTS***

<table>
<thead>
<tr>
<th>Location Name</th>
<th>DDA, Forest Ave. Parking Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Design</td>
<td></td>
</tr>
<tr>
<td>Permitting</td>
<td></td>
</tr>
<tr>
<td>Make-Ready costs</td>
<td></td>
</tr>
<tr>
<td>Construction (Capital Build)</td>
<td>$ 72,862.00</td>
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<tr>
<td>City Project Management Costs</td>
<td></td>
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<tr>
<td>Contingency Amount</td>
<td></td>
</tr>
<tr>
<td>Estimated Total</td>
<td>$ 72,862.00</td>
</tr>
</tbody>
</table>

*All cost except Construction (Capital Build) was incurred by the City of Ann Arbor for the initial A2 I-NET build.
Exhibit D
Fiber Optic Network Fees

Following are the pricing components for fees, usage and maintenance:

One-Time Fee
Not applicable.

Annual Usage Fee
$300.00 per fiber pair, per mile, times total ring route miles (35 miles): $10,500.00.

Based on Grantee’s total number of 1 fiber pair listed in Exhibit A, the Annual Usage Fee for Grantee is $10,500.00 per year.

The Annual Usage Fee may be adjusted, effective the first July 1 following the date of adjustment, based on the U.S. Department of Labor Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for all items for the Detroit-Ann Arbor-Flint area.

If the total number of fiber pairs listed in Exhibit A changes, the Annual Usage Fee in effect at the time of the change will be adjusted based on the number of fiber pairs added to or removed from Exhibit A.
Exhibit E
Maintenance Requirements and Procedures

Grantee agrees Grantor is the sole owner of the FON and will be exclusively responsible for all maintenance repairs on a Reasonable Effort basis and Grantee will exclusively utilize Grantor for all maintenance and repairs unless otherwise agreed in writing by Grantor.

Scheduled Maintenance
Scheduled Maintenance as defined in Section 1.20 shall be performed by or under the direction of Grantor on a Reasonable Effort basis. Scheduled Maintenance may include, but may not be limited to, the following activities:

- Patrol of the Grantor FON route on a regularly scheduled basis, at minimum annually.
- Annual visual review.
- Identification of issues in or related to the Grantor FON and identification of appropriate action(s) to address those issues.
- Response to “Miss Dig” notices and performance of all required cable locates.
- Assignment of fiber maintenance technicians to the Grantor FON.
- Tree trimming.
- Pole mounting inspection and repair.
- Pole attachment changes.
- Resolution of issues in or related to the Grantor FON.
- Minor general fiber cable repair.

Unscheduled Maintenance
“Unscheduled Maintenance” as defined in Section 1.22 shall be performed by or under the direction of Grantor on a Reasonable Effort basis. Unscheduled Maintenance shall include, but not limited to, the following:

- “Emergency Unscheduled Maintenance” in response to notification by Grantee of any failure, interruption or impairment in the operation of Grantee Fiber, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Grantee Fiber.
- “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Grantee Fiber not covered by Scheduled Maintenance. Grantee shall immediately report the need for Unscheduled Maintenance to Grantor in accordance with reasonable
procedures promulgated by Grantor from time to time. Grantor will log the time of Grantee’s report, verify the problem, schedule and dispatch personnel to take corrective action.

Grantor will not be responsible for outages due to Grantee neglect. All efforts to resolve problems completely will be taken, but there may be situations where the problem needs to be repaired on a temporary basis and final repairs completed at a later date/time.

Performance Expectations

Grantor shall make every effort to dispatch maintenance and repair personnel within 4 hours to address problems detected in the Grantor FON on a Reasonable Effort basis: (i) Upon notification by Grantee to Grantor, or (ii) upon notification by a third party. Grantor will not be responsible for monitoring the performance or operation of the Grantee Fiber; in the event that Grantee detects a failure in the operation of the Grantee Fiber which may indicate the need for Unscheduled Maintenance, Grantee shall report same to Grantor. Grantor shall maintain a Restoration and Priority List contained in Exhibit E and a Grantee Lateral Locations and Route Information List contained in Exhibit A that identifies the responsible personnel of Grantor and Grantee, their contact information and the priority in which sites will/can be restored.

Any major planned service outages will be communicated by Grantor to Grantee at a minimum 10 business days prior planned service outages.

Maintenance Schedules (Scheduled and Unscheduled)

Grantor’s maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Grantor shall endeavor to have, but shall not guarantee that it will have, its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Grantor becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events.

Problem Reporting

Depending on the nature of the issue Grantee must report problems to Grantor via email at helpdesk@a2gov.org or by phone at 734-794-6550. If immediate response is required during the hours of 5:00 p.m. to 8:00 a.m. Grantee must call the phone number stated above. Grantee should make every effort to verify their on premise equipment is in good working order prior to reporting a problem to Grantor. Grantor will contact Grantee utilizing the contact information in Exhibit A.

Disconnection

Upon termination of this agreement Grantor will secure resources to disconnect the Grantee fiber. Grantee will provide access to their property and adhere to the Cooperation and Coordination section of this Exhibit.

Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and
before 6:00 a.m. local time. The intent is to schedule maintenance to minimize down-time and high-traffic periods.

Cooperation and Coordination

In performing its services hereunder, Grantor or its contractor will take reasonable care to prevent impairment to the signal continuity and performance of the Grantee Fiber. In addition, Grantor shall reasonably cooperate with Grantee in sharing information and analyzing the disturbances regarding the Grantee Fiber. In the event that any Scheduled or Unscheduled Maintenance hereunder requires reconfiguration of the fiber route or the facilities of Grantee, then Grantee shall, at Grantor’s reasonable request, make such personnel of Grantee available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Grantor in performing such maintenance as required of Grantor hereunder.

Grantor shall notify Grantee as soon as is practicable under the circumstances, but in no event less than five (10) business days prior to the date in connection with any Scheduled Maintenance on Grantee Fiber and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Grantee shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Grantor’s ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Grantor shall notify Grantee at Grantor’s earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Grantor Contact List

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone/Ext</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Harris</td>
<td>Network Engineer Lead</td>
<td><a href="mailto:dharris@a2gov.org">dharris@a2gov.org</a></td>
<td></td>
</tr>
<tr>
<td>Tom Shewchuk</td>
<td>IT Director</td>
<td>734-794-6551 x- 45510</td>
<td><a href="mailto:tshewchuk@a2gov.org">tshewchuk@a2gov.org</a></td>
</tr>
<tr>
<td>Ryan Gilbert</td>
<td>Help Desk Manager</td>
<td><a href="mailto:rgilbert@a2gov.org">rgilbert@a2gov.org</a></td>
<td></td>
</tr>
<tr>
<td>Help Desk</td>
<td></td>
<td>734-794-6550</td>
<td><a href="mailto:helpdesk@a2gov.org">helpdesk@a2gov.org</a></td>
</tr>
</tbody>
</table>

Escalation

Grantee can escalate any issues to the City of Ann Arbor IT Director at 734-794-6551 x-45510 or tshewchuk@a2gov.org.

Restoration and Location Priority

In the case of a failure, Grantee prefers the following locations be restored using the following priority list. If Exhibit A is modified to add a Grantee location, Grantee is responsible for notifying Grantor in writing of changes to this priority list due to the addition of the location. Grantor will honor Grantee’s priorities if possible.
<table>
<thead>
<tr>
<th>Location</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location A; DDA, Forest Ave. Parking Structure</td>
<td>1</td>
</tr>
</tbody>
</table>
Parking & Transportation Report September 2017

Parking Operations

Special Events in September
9/3  Dancing in the Streets
9/8  University Musical Society event at Bills Beer Garden
9/9  UM Football
9/10 Kerrytown Bookfest
9/10 Taj Mahal and Keb Mo at Michigan Theater
9/14 Kerrytown After Dark
9/15 Parking Day
9/16 UM Football
9/16 A2SO at Hill
9/17 Peace Day
9/24 Peace Day

Special Event Meter Bag Fee Waivers in September
9/3  Dancing in the Streets $160
9/10 Kerrytown Bookfest $160
9/14 Kerrytown After Dark $300
9/15 Parking Day $100
9/17 Peace Day $160
9/24 Peace Day $160

In September the Republic Parking meter department placed 317 meter bags to help facilitate 2017 UM student move in.

Meters
Use of the epark Ann Arbor mobile app continues to grow.
June 2017- 10,106 transactions for a total of $23,139 in revenue
July 2017- 13,182 transactions for a total of $31,155 in revenue
August 2017- 18,377 transactions for a total of $42,228.92 in revenue

In September, the meter department continued its preventive maintenance work on the epark machines. They have also begun the 9-volt battery swap in the Duncan meters. Space markers and an epark machine were removed on S State near William to accommodate UM construction at the Trotter Building.

Republic Parking Personnel
The Controller, George Stoll, resigned in late August. Potential candidates for the position have been interviewed and a selection will soon be announced. The duties are being handled by former Controller, Samara Martin, while the position is empty.

City/DDA Parking Enforcement Committee
The Committee has not met since the last Operations Committee meeting. The next Committee meeting will be Thursday, September 28th.

Tally Hall Condominium Meeting
No meeting was held. The property (including McKinley Towne Center) was recently sold to Hillside Investments and we are waiting for the new owners of the property to take over operations and resume the condominium meetings.

First & Washington Condominium Meeting
There is a meeting scheduled for September 29th to set up a condominium association of the property.

**Parking System Maintenance**
The annual preventative maintenance work continues. Work in September has included concrete repairs, caulking, sealing (interior & exterior) and deck coating work at Maynard. Work began at the 4th & William structure in mid-September. All work is on schedule to be complete in November.

Republic Parking began its work to get bids for snow removal services.

**Parking Equipment**

**4th & William Equipment**
An RFP for parking equipment at the Fourth and William structure was released in July. Three responses were received and reviewed by a small group of DDA staff and others. Site visits and reference check work was completed in September, and two firms were invited for an interview. DDA staff have assembled information and developed a recommendation for the Operations Committee.

**Elevators**
There were 4 service calls for elevator repairs in the last month, they were:
- 1 – Fourth and William Alley Elevator
- 2 – Fourth and Washington
- 1 - Maynard

**Lane Operational Efficiency**
A measure of entry/exit lane ‘up time’. In August, there were no big issues or repairs that impacted equipment operation.

![Lane Operational Efficiency (LOE) Over All Lanes With For The Last 12 Months (Sept. 2016 - Aug. 2017)](chart)

**Parking Construction**

**Fourth & William Stair/Elevator Improvement Project**
The remaining punch list will soon be addressed.

**Transportation**

**Go!pass Outreach**
Go!pass Renewal email sent to 464 recipients on 8/25, 8/31, 9/7
• 117 businesses have placed their 2017-2018 orders (est.)
• Cutoff for guaranteed delivery prior to expiration of current passes is 9/29
• Distributions will begin week of 10/9

Go!pass sales as of September 20, 2017: 6,318 passes ordered by 457 organizations

Quarterly Ridership will be included in the October report.

**Bike Parking**
DDA installation of 24 new bike hoops is ongoing.

Current rentals good till 3/31/18
• Bike Locker Rentals as of August: 15 rentals of 23 available lockers (65%)
• Maynard Bike House Rentals as of August: 15 rentals of 28 spaces (54%)
• Ann Ashley Bike House Rentals as of August: 39 rentals of 27 spaces (144%)

**Other Activities**

• There will be changes to commuter ride matching systems in October, as the VanRide program begins to implement changes and the carpool matching platform shifts to a new website.
• The getDowntown website renewal project has been interviewing vendors with a selection soon. Board members may be asked to participate in tests to determine the effectiveness of the new website this fall.
• Conquer the Cold planning has begun. Those interested in a sponsorship prospectus should contact staff for information.
RESOLUTION TO APPROVE A SOLAR INSTALLATION PROJECT ON THE FOURTH & CATHERINE LOT

Whereas, The DDA embraces sustainability projects as a way to meet its mission, and these projects have included:
· Grants to the City to make all downtown streetlights LED and to install solar panels at the Farmers Market
· Housing grants to Avalon Housing and the Housing Commission for energy-saving renovations
· Parking equipment including epark pay stations powered by solar, LED & low-energy fluorescent light installations in the structures, and 23 Electric Vehicle (EV) chargers
· Library Lane was constructed to Silver LEED standards, including 100% storm water capture, EV chargers, LED lights, and aggregate from the site reused in structural concrete

Whereas, In 2012 the City approved its Climate Action Plan (CAP), which establishes a vision to reduce community-wide greenhouse emissions 25% by 2025, and 90% by 2050, and to accomplish these goals the CAP recommends that solar electric systems be installed.

Whereas, The DDA recently commissioned studies to examine how solar panels might be installed on parking facilities, and how much electricity might be generated, which included an examination of the 4th & Catherine parking lot;

Whereas, A solar electric system could be installed at the 4th & Catherine lot using carports over the parking spaces in the northwest corner of the lot containing EV chargers, which has nearly full exposure to the sun, and is in close proximity to the Farmers Market, Braun Court, People’s Food Coop, and other popular destinations;

Whereas, The Operations Committee recommends the DDA approve $50,000 for a solar electric installation project at the 4th & Catherine parking lot;

RESOLVED, The DDA approves $50,000 for a solar electric installation project at the 4th & Catherine parking lot.
RESOLUTION TO ENTER INTO A COST SHARING AGREEMENT WITH THE CITY OF ANN ARBOR
FOR THE REPLACEMENT OF KERRYTOWN STREETLIGHTS

Whereas, The DDA Development Plan set forward strategies aimed at fortifying and increasing
downtown's attractiveness to developers, businesses, residents, and visitors, including the
maintenance of streetscape elements and improved lighting;

Whereas, Through the 5th & Detroit Improvement Project public outreach process, the DDA
heard concerns about low light levels deterring early morning and evening activity;

Whereas, Based on a condition assessment, all of the streetlights in the Kerrytown
neighborhood, between Kingsley and Huron Streets, are deteriorated and need to be replaced;

Whereas, the City and DDA have been coordinating on distinct, but parallel, projects to address
these lighting infrastructure issues:
  • The City Public Works Unit plans to replace 67 streetlights with its Kerrytown and
Liberty Area Streetlight Project in 2018
  • The DDA plans to replace 28 streetlights as part of its 5th Avenue and Detroit Street
Project in 2018

Whereas, These new street lights will include new decorative poles with banner brackets, LED
light fixtures, and the DDA logo;

Whereas, City staff bid its Kerrytown and Liberty Area Streetlight Project and the lowest bid was
$150,000 over budget, and this budget shortfall would reduce the number of Kerrytown lights
that can be replaced, thus leaving areas under-lit;

Whereas, The DDA Capital Improvements Committee recommends providing DDA dollars
toward the Kerrytown and Liberty Area Streetlight Project to ensure that all Kerrytown
sidewalks are consistently well lit;

Resolved, The DDA Board approves using $150,037.68 from its FY18 budget to help replace
deteriorated streetlights in the Kerrytown neighborhood;

Resolved, The DDA authorizes the DDA Executive Director to sign a not to exceed cost-sharing
agreement with the City.
Memorandum

Prepared by: Amber Miller, DDA Capital Projects Manager
Date: 9.15.17
Subject: Opportunity to Participate in Kerrytown Streetlight Project

Background:
The DDA plans to replace 28 streetlights as part of the 5th Avenue and Detroit Street Project in 2018 and the City plans to replace 67 streetlights with the Kerrytown and Liberty Area Streetlight Project the same year (see attached for project boundaries).

DDA and City staff coordinated to select the replacement pole and globe and ensure that both projects met the DDA’s goals as well as maintenance needs and current best practices. When the projects are complete, all Kerrytown area poles will match the 5th & Detroit design and include banners, GFI’s, and the DDA logo.

Through the 5th Avenue and Detroit Street outreach process, DDA staff heard concerns about low light levels in the Kerrytown area – and that it deterred early morning and evening activity. In addition, through a pole condition assessment, City staff determined that the poles within both project areas have issues with pole stability, rusted bases, and inaccessible panels. All of the poles should be replaced.

Budget Impact and Recommendation
City staff bid the Kerrytown and Liberty Area Streetlight Project and the lowest bid was $150,000 over budget. Without additional funds, some Kerrytown area blocks will be removed from the project scope. The DDA understands the importance of consistent lighting to support an active and inviting sidewalk experience. Assisting with the project will allow all streetlights to be updated at once – minimizing disruption to businesses and ensuring consistent lighting throughout the neighborhood. DDA staff recommends assisting with the Kerrytown and Liberty Area Streetlight Project by providing a not to exceed amount of $150,037.68. If the Board chooses to provide support, the DDA’s 2018 General Sidewalk Repairs Budget can accommodate the project.
### Exhibit B - City/DDA Cost Sharing Breakdown based on Corby Energy Services Low Bid

**Project:** Street Lighting Replacement – Kerrytown Market and Liberty Street  
**Bid Date:** Friday, May 05, 2017  
**ITB:** 4494

<table>
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<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<th>19.0%</th>
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<td>$19,000.00</td>
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<td>$2,000.00</td>
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<td>$10,000.00</td>
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<td>230</td>
<td>Light Pole and Foundation Removal</td>
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<td>$430.00</td>
<td>$39,130.00</td>
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<td>Remove Concrete Sidewalk and Drive - Any Thickness</td>
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<td>$21,010.00</td>
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<td>Adjust</td>
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<td>$15,624.00</td>
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<td>$40,000.00</td>
<td>$40,000.00</td>
<td>$32,400.00</td>
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<tr>
<td>284</td>
<td>Parking Meter Remove, Salvage &amp; Reinstall</td>
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<td>$500.00</td>
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<td>299</td>
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<table>
<thead>
<tr>
<th>Corby Energy Services, Inc. Bid Price</th>
<th>City Cost Share</th>
<th>DDA Cost Share*</th>
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<tbody>
<tr>
<td>$789,672.00</td>
<td>$639,634.32</td>
<td>$150,037.68*</td>
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</tbody>
</table>

*The DDA's total cost share of the project shall not exceed $150,037.68.
This memo is intended to provide an update about DDA efforts to address suicide prevention in the public parking structures.

In 2016 the IPI (International Parking Institute) released a report titled Suicide in Parking Facilities: Prevention, Response and Recovery that described evolving best practices in the parking industry. The report cited data from the CDC that in 2014 there were 42,773 deaths by suicide, of which roughly 2% of these deaths were caused by jumping or falling. This includes bridges, as well as parking structures, and most of these parking facilities are associated with the Veterans Administration (VA) and other hospitals, and universities. The report outlined prevention measures, such as physical barriers (fencing and screening) and signage.

In November 2016 DDA staff met with representatives from Carl Walker Inc. (CWI) to discuss suicide prevention in parking structures. Gary Cudney, a Senior Vice President at Carl Walker Inc., had been part of the IPI group that assembled the report, and he shared information and photos from other parking systems. It was helpful to see what steps other communities had taken, and to learn about options for the Ann Arbor system. At this meeting, it was decided that the DDA would explore three elements; signage, management and fencing.

Signage
To develop language for signage, DDA staff received direction from Washtenaw County Mental Health and VA Hospital staff. The signs include phone numbers for the National Suicide Prevention Lifeline, Psychiatric Emergency Services, and Ozone House. In April 2017, eighty signs were purchased and hung at rooftop levels of the structures.

Management
To address rooftop management, the DDA and Republic Parking reaffirmed the policy of zero tolerance for loitering on structure rooftops. Republic Parking staff
pursue all instances where people are not actively walking to or from their vehicles.

**Fencing**
DDA staff worked with CWI to develop a plan for fencing. Key issues included how tall the fence should be, on what levels the fence should be placed, what material should be used (durability and maintenance considerations), and how the fencing should be attached.

CWI had previously been hired as the engineers for the installation of fencing on top of parking structures in Grand Rapids. In a proposal dated January 5, 2017, CWI outlined a bid process and estimated the cost to fabricate and install fencing on the rooftops of the six above-ground Ann Arbor parking structures to be $369,500.

On January 9, the DDA accepted the proposal and CWI went to work preparing bid documents and specifications. Ten fencing companies were solicited, however only two contractors attended the pre-bid meeting June 9, 2017. On June 19, 2017 only one bid, in the amount of $1,386,446.61, was received. The DDA asked that CWI follow up with the two companies that attended the pre-bid meeting. The company that chose not to submit a bid said they currently had as much work as they could handle. The company that did bid explained that they had a full schedule and that fencing costs had gone up.

Because the only bid received was over a million dollars higher than the engineer’s estimate, the DDA reached out to a restoration contractor regularly hired by the DDA to see if they could bid on the job. Their estimated cost was just under $3M, with most of the cost in the fencing.

All parties involved seem to feel that the fencing companies in Southeast Michigan currently had too much work to bid new projects. This included not only work on private developments, but also big projects such as the Little Caesar’s Arena in Detroit. Given this response, the project will be rebid again this winter to see if the bidding climate may have cooled enough to encourage more competitive bidding.

Please contact me if I can answer any questions.