

**MEMORANDUM**

To: DDA Board

From: Gary Boren  
Russ Collins  
Roger Hewitt  
Carsten Hohnke  
Sandi Smith  
Christopher Taylor  
Margie Teall

CC: Roger Fraser  
Susan Pollay

Re: City of Ann Arbor – DDA Operations

Date: April 28, 2010

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In conversations beginning after the New Year, Roger Hewitt approached a number of us in order to discuss additional areas of possible cooperation and resource allocation between the DDA and the City of Ann Arbor. As a result of these conversations, this working group formed to sketch the framework of what could be a new relationship between the DDA and the City.

That general framework is described below. It is our firm belief that this framework can form the basis of discussions, deliberations and an eventual agreement that will maximize the skills, assets and resources of the City and the DDA for the betterment of the community we all serve.

It is our hope that we can, by articulating this framework at this time and in this forum, provide a constructive foundation for moving toward the drafting, deliberation, approval, execution and implementation of a formal omnibus agreement.

**General**

<b><i>Term</i></b>	The term of the Agreement shall balance the need to realize long-term plans with the risk of excessively binding our successors.
<b><i>Effective Date</i></b>	Although the working group believes that the Agreement can be drafted, considered, approved and executed by October 31, 2010, the working group has no current opinion as to when the Agreement should become effective. Some provisions may come on line sooner than others.

<b><i>Financials</i></b>	<p>The working group acknowledges that the City has utilized \$2M from the DDA during the past five (5) years.</p> <p>The working group believes that a \$2M transfer from the DDA to the City in FY 2011 is necessary to advance the congruent missions of the DDA and the City.</p> <p>The working group believes that the Agreement must hold the City harmless financially.</p> <p>The working group believes that several of the service functions contemplated to be performed by the DDA currently generate revenue for the City.</p> <p>The working group believes, therefore, that the Agreement must provide for the regular transfer of monies from the DDA to the City to hold the City harmless.</p>
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### **Public Parking Systems**

<b><i>Responsibilities</i></b>	<p>The rights and responsibilities of the DDA currently established by the 2002 City-DDA Parking Agreement will serve as a baseline for the rights and responsibilities of the DDA under the Agreement.</p>
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### **Parking Enforcement**

<b><i>Responsibilities</i></b>	<p>Throughout the City, the DDA will have primary, but non-exclusive, responsibility for enforcement of public-parking-related rules and regulations, including without limitation, expired meters, parking structure rule compliance, loading zones, and established residential parking permit zones (“Parking Codes”).</p>
<b><i>Personnel</i></b>	<p>Utilizing civilians, the DDA will implement Parking Code enforcement using either DDA employees or third-party contractors at DDA's cost and expense.</p>
<b><i>Enforcement Ethos</i></b>	<p>DDA will proactively identify Parking Code violations and engage responsible parties using a 'customer service' model.</p>
<b><i>Enforcement Mechanism</i></b>	<p>The DDA will issue citations for violations of Parking Codes, which citations will be enforced using currently available means.</p>

<b><i>Parking Financials</i></b>	Citation revenue related to Parking Code enforcement will go to DDA. DDA will hold the City harmless for net revenue lost due to DDA's capture of Parking Code citation revenue. The parties acknowledge that the DDA proposes to emphasize parking-related compliance revenues rather than parking-related enforcement revenues.
<b><i>Timing</i></b>	Transition from City responsibility to DDA responsibility will take between 6 - 12 months.
<b><i>AAPD Assistance</i></b>	DDA-contracted Parking Code enforcement personnel will be available for use by AAPD in case of major community events and emergencies, at City's cost and expense.

### **Services in the DDA**

<b><i>Responsibilities</i></b>	Within the DDA boundaries, the DDA will have primary, but non-exclusive, responsibility for delivering the preliminary list of services identified on “Exhibit 1”, attached. The DDA will deliver the identified services with at the identified service levels and frequencies. Generally, these are all services delivered currently delivered by the City within the DDA boundaries, excluding public safety, street clearing, and other services as identified in “Exhibit 1”.
<b><i>Personnel</i></b>	The DDA will deliver the services identified in “Exhibit 1” at the associated service levels and frequencies using either DDA employees or third-party contractors at the discretion of the DDA.
<b><i>Financial</i></b>	Costs associated with DDA-delivered services formerly delivered by the City will be borne by the DDA. The DDA will be held harmless for the associated cost burden via adjustment to the “Financial” terms identified in the “General” section of this document.
<b><i>Timing</i></b>	Transition from City responsibility to DDA responsibility will take between 6 - 12 months.

<b><i>City Assistance</i></b>	It is acknowledged that resources currently deployed by the City for service delivery within the DDA boundaries provide labor flexibility to the city. Consequently, DDA-associated personnel will be available for use by the City in case of major community events and emergencies, at City's cost and expense.
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**Community Standards Code Enforcement in the DDA**

<b><i>Responsibilities</i></b>	Within the DDA, the DDA will have primary, but non-exclusive responsibility, for enforcement of City ordinances now generally enforced by community standards officers, including without limitation, ordinances related to sidewalk clearance, debris, graffiti, and alley upkeep ("Community Codes").
<b><i>Personnel</i></b>	Within the DDA, the DDA will implement Community Code enforcement using either DDA employees or third-party contractors at DDA's cost and expense.
<b><i>Enforcement Ethos</i></b>	DDA will proactively identify Community Code violations and engage responsible parties using a 'customer service' model.
<b><i>Enforcement Mechanism</i></b>	Utilizing civilians, the DDA will issue citations for violations of Community Codes, which citations will be enforced using currently available means.
<b><i>Community Code Financials</i></b>	Within the DDA, citation revenue will go to DDA. DDA will hold the City harmless for net revenue lost due to DDA's capture of Community Code citation revenue.
<b><i>Timing</i></b>	Transition from City responsibility to DDA responsibility will take between 12 - 24 months.
<b><i>AAPD Assistance</i></b>	DDA Community Code enforcement personnel will be available for use by AAPD in case of major community events and emergencies, at City's cost and expense.
<b><i>Limited DDA Responsibilities</i></b>	Within the DDA boundary, the City will remain responsible for all other aspects of City ordinance enforcement.

## **Development of City-owned Property Within the DDA District**

<i>General</i>	The working group envisions that the DDA would serve as a visioning, initiation and implementation engine for development of City-owned property within the DDA district. The nature and extent of this role will be discussed, considered and, if approved, implemented in parallel to any omnibus agreement, but would not be part of that agreement.
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**Exhibit 1 – Services in the DDA District**

<b>Services in the DDA District</b>					
<i>Tasks</i>	<i>Standard Frequency</i>	<i>Frequency in the DDA</i>	<i>Annual Costs for Work in the DDA</i>	<i>Above Standard Costs</i>	<i>Current Annual Cost Recovery from the DDA</i>
Street Tree Trimming	7-year cycle	2-year cycle	\$20,000	\$7,500	\$0
Street Tree Removal	As needed and as time allows	Immediately as necessary	\$6,000	\$4,000	\$0
Watering Trees	2X month	4X month	\$12,800	\$6,400	\$0
Stump Grinding	As needed	As needed	\$6,000	\$2,000	\$0
Historical Markers – Cleaning	N/A	As needed	\$16,600	\$16,600	\$0
Utilities at Liberty Plaza Park	Monthly	Monthly	\$3,100	\$3,100	\$0
Park Maintenance at Liberty Plaza & Sculpture Plaza	14-16 day cycle	Daily	\$22,000	\$22,000	\$0
Graffiti Removal	As needed	As needed	\$18,200	\$18,200	\$0