

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ANN ARBOR
FOR SIDEWALK REPAIRS WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT

The City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City"), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCL 125.1651 *et seq.* with its principal offices at 150 S. Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 ("DDA"), enter into this Agreement this ____ day of _____, 2018, in accordance with Subsection 4:58(D) of Chapter 49 of the Ann Arbor City Code to govern the repair of sidewalks within the Downtown Development District.

Whereas, Subsection 4:58(D) of Chapter 49 of the Ann Arbor City Code allows the City and the DDA to enter into an agreement regarding responsibilities for repairs and for the payment for such repairs of sidewalks within the Downtown District; and

Whereas, The City and DDA desire to enter into an agreement in accordance with Subsection 4:58(D)(1) of Chapter 49 of the Ann Arbor City Code so that the City will treat sidewalks within the Downtown Development District like sidewalks outside the Downtown Development District for purposes of repair and the DDA will compensate the City for such repairs;

THEREFORE, the City and the DDA agree as follows for the term beginning July 1, 2017, and ending June 30, 2022:

1. Sidewalks that are both within the Downtown Development District's boundaries, as established by Section 1:154 of Chapter 7 of the Ann Arbor City Code, and adjacent to and abutting real property against which the City levies property taxes, including property with a single- or two-family house, will be exempt from the requirements of Subsection 4:58(A) of Chapter 49 (A) of the Ann Arbor City Code that the sidewalk shall be kept and maintained in good repair by the owner of the land adjacent to and abutting upon the same.

2. The DDA shall transmit to the City for the five fiscal years starting July 1, 2017 and ending June 30, 2018, starting July 1, 2018 and ending June 30, 2019, starting July 1, 2019 and ending June 30, 2020, starting July 1, 2020 and ending June 30, 2021, and starting July 1, 2021 and ending June 30, 2022, the portion of 0.125 mill of the 2.125 mill streets, bridges and sidewalks millage, as adjusted by any required millage roll backs, that is captured by the DDA for each of those fiscal years.

- a. Sometime during the April - June 2018 time period, during the April - June 2019 time period, during the April - June 2020 time period, during the April - June 2021 time period, and during the April - June 2022 time period, following the close of the tax roll and settlement for FY 2018, FY2019,

FY2020, FY2021, and FY2022, respectively, the City will calculate the amounts due from the DDA and will bill the DDA for those amounts.

b. Payment by the DDA shall be within 30 days.

3. The City may use the funds transmitted under Paragraph 2 to repair the sidewalks identified in Paragraph 1.

4. The City may use the amount transmitted under Paragraph 2 only within the Downtown Development District's boundaries, as established by Section 1:154 of Chapter 7 of the Ann Arbor City Code, provided that this Agreement neither obligates the City to use the full amount transmitted under Paragraph 2 nor limits the City to using only the amount transmitted under Paragraph 2 for repairs of sidewalks identified in Paragraph 1.

5. The City will give notice to the DDA in advance those areas within the Downtown Development District's boundaries where the City will be performing sidewalk repairs. Following the repairs, the City will communicate to the DDA where the sidewalk repairs took place.

6. The sidewalk repairs the City will perform under this Agreement do not include the snow and ice removal required by Section 4:60 of Chapter 49 of the Ann Arbor City Code.

7. The City's obligation to perform repairs pursuant to this Agreement does not apply to sidewalks within the Downtown Development District's boundaries that are adjacent to and abutting real property against which the City does not levy property taxes, which properties are not be exempt from the requirements of Subsection 4:58(A) of Chapter 49 of the Ann Arbor City Code that the sidewalk shall be kept and maintained in good repair by the owner of the land adjacent to and abutting upon the same.

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY, a
public corporation

CITY OF ANN ARBOR, a Michigan
municipal corporation

By: _____
Susan Pollay, Executive Director

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

Howard S. Lazarus, City Administrator

Craig A. Hupy, Public Services Area
Administrator

Approved as to form:

Stephen K. Postema, City Attorney