CHELSEA
DOWNTOWN
DEVELOPMENT
AUTHORITY

Downtown Development Authority
Board of Directors Meeting
Agenda
Council Chambers, 311 S. Main Street, Chelsea, MI 48118
Thursday, November 19th, 2026, at 8:00 a.m.

Members of the public may watch the meeting online using the ZOOM link provided below.

1. Call to Order
2. Approval of Regular Agenda
3. Approval of Consent Agenda
   - A. Meeting minutes of October 13, DDA Special Projects Work Session
   - B. Meeting minutes of October 15, DDA Directors Special
   - C. Revenues and Expenditures Report
4. Public Comment on Agenda Items
5. Communications to the DDA Board
6. Unfinished Business
   - A. Noise Ordinance
     - I. Chelsea Post Poll
     - II. Town Hall
   - B. Parking
     - I. Midwestern Consulting - Drone footage
     - II. Jiffy Lot Lighting
   - C. Beautification
     - I. Evergreens for off season
     - II. Wreaths
   - D. Destination Marketing
     - I. Homefront

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7. New Business
    A. Parking
        I. Midwestern Consulting - DDA lot
    B. Board Positions
    C. New DDA Board Member
    D. Facilitation Review
8. Public Comment (agenda and non-agenda items)
9. Announcements
    A. Terris Ahrens, Executive Director of Chamber Area Chamber of Commerce
10. Adjournment

Join Zoom Meeting: https://zoom.us/join

Webinar ID: 832 2819 9908

Passcode: 842348

City of CHELSEA
Downtown Development Authority
Special projects WORK SESSION
October 13, 2026, 8:00 AM

Members Present: Mayor Henson, Treasurer Merkel, Secretary Mida, Povlich, Tackwell

Members Absent: Vice-Chair Tuplin

Others Present: Interim City Manager Marc Thompson, DDA Facilitator Terris Ahrens, PZT/EDS Lisa Freeman, Spring Agency Owners David Steinhauer and Matt Steinhauer.

1. **Work Session Called to Order at 8:05 AM on October 13, 2026**
2. **Public Comment on Agenda Items**:
   A. David Steinhauer and Matt Steinhauer spoke to the Board regarding their properties located at 111-115 Park Street. They own Springer Insurance Agency at 115 Park Street and feel they owe it to the Chelsea Community to re-create the property into a building(s) that is representative of the vitality of Chelsea.
      I. Presented handouts of future development possibilities renderings.
         a) Taking current Building down.
         b) Muli-level structure
         c) Apartments/Condominiums
         d) Parking
         e) Businesses
         f) Looking for input and ideas as to what the DDA and City of Chelsea are envisioning for the space.
         g) Environmental Mitigation and funding costs through grants and partnerships with the City. Open to discussions.
   B. Board discussed.
3. **Budget – DDAF Ahrens**
   A. Special Projects Budget Line item 248-729-967-000 = $225,050
      I. Previously allocated $73,723 for the following:
         a) Mural $12,799
         b) Homefront Magazine (Quarterly of $1149) = $4596
         c) Holiday Wreaths (including labor) $15,000
         d) Match on Main Grants $31,000
         e) Pedestal Lights for Palmer Commons $8028
         f) Agricole Lot (DDA) Updates $2300

B. Current Asks for Review

I. CAFA discussion.

a) Previous DDA approval to keep $20,000 of the TIF Capture for millages for 2025-2026 and give back the remaining amount to CAFA.

b) Board members discussed options and will discuss future amounts annually.

MOTION to approve $37,670 to be given back to CAFA from the 2025-2026 DDA TIF income and to review annually when these captures are made by Tackwell, SECONDED by Mida. MOTION PASSED unanimously.

II. Jiffy and Heydlauff's Parking Lots

a) $30,000 cost for maintenance and repaving spring of 2027

b) Keep a placeholder for $30,000 for early 2027

III. Bakery 15 Minute Parking Space

a) $1200 for new signs, road preparation and striping in the spring of 2027.

b) Board members discussed.

MOTION to approve up to $1200 to adjust and reposition the parking spaces to create a 15-minute parking space on East Main Street between East Middle and Park Streets by Povlich. SECONDED by Merkel. MOTION PASSED unanimously.

IV. Flowers/Evergreens for 27 Planter Boxes on Main Street, Main Street Planters and Fall 2026 Flower Purchase

a) Retroactive ask from the City for purchase at costs of $4000 for Flowers/Evergreens, $10,428 for Planter Boxes on Main Street and $3900 for Fall Flower purchase.

b) Board members discussed this item along with the rest of the handout list.

i. Infrastructure|Sidewalks|Streets|Parking – DDA currently has $200,000 set aside in the Assigned to Street Project account. Recommendation from Utilities Director is to continue funding $100,000 annually.

ii. Wayfinding Signage

iii. CAFA parking lot Lighting – check into safety lighting

iv. DDA Grant Program – already completed for fiscal year

v. Smokehouse Easement – under review

vi. Destination Marketing – Professional Services line item that includes contract with the CACC as well as sponsorship support (examples: Wine, Walk & Shop, Chocolate Extravaganza, Sculpture Walk, MLive Ads, etc.)

vii. Historic Walking Tours

viii. How to Open a Business Guide

ix. Rubbish

x. The Chelsea Chalets
xi. Live Pitch Night
xii. New Hotel
xiii. Downtown Bathrooms
xiv. WAVE
xv. Sidewalk Fireplaces
xvi. Land Purchasing
xvii. 2027-2028 Mural Program ($18,000)

c) Mayor Henson Shared conversations she had recently
   i. Ann Arbor Community Foundation is interested in partnering to help purchase land
   ii. Destination Ann Arbor Hotel Feasibility Study (Developer Interest)
d) Povlich discussed building Podcast Studio and creating Podcast promoting businesses in town. Looking for ideas on how to market Chelsea and funding.

MOTION for DDA to reimburse the City in the amount of $10,428 for the Main Street Planters and allocate $4000 annually for future purchase of Evergreens/Plantings but not to reimburse $3900 for the Fall 2026 Flowers previously purchased by Mida, SECONDED by Tackwell. MOTION PASSED unanimously.

e) Balance updated to $68,029
f) Request the City to bring a quote for an engineering study regarding a parking lot next to the Purple Rose Theater.

MOTION to have the City research the cost of building a parking lot next to the Purple Rose Theater by Povlich, SECONDED by Mida. MOTION PASSED unanimously.

g) Povlich stated the current Noise Ordinance proposal should be restructured.

4. **Adjournment:** MOTION by Tackwell, SECONDED by Mida to adjourn at 9:15 AM. MOTION PASSED unanimously.

City of CHELSEA
Downtown Development Authority
Board of Directors MEETING MINUTES
October 15, 2026, 8:00 AM

Members Present: Treasurer Merkel, Secretary Mida, Povlich, Tackwell

Members Absent: Vice-Chair Tuplin, Mayor Henson

Others Present: DDA Facilitator Terris Ahrens, DPW Superintendent Scott Burby, PZT/EDS Lisa Freeman.

1. **Meeting Called to Order at 8:00 AM on October 15, 2026**
2. **Approval of regular agenda as amended to remove Destination Marketing and Planters under New Business and add Chair Position to it.** Motion by Tackwell, seconded by Povlich. Motion carried.
3. **Approval of consent agenda**: Motion by Povlich, seconded Merkel. Motion carried.
   A. Meeting minutes from September 17, 2026.
   B. Revenues and Expenditures Report – September 2026
4. **Public Comment on Agenda Items**: None
5. **Communication to the DDA Board**: None
6. **Unfinished Business** – DDAF Ahrens
   A. Noise Ordinance
      I. In person Townhall scheduled for Wednesday, October 21, 2026 from 7-9 pm in Council Chambers.
   B. Mural Project – Has been completed and has received great feedback. Mida commented that Howell has a wonderful mural project and is worth looking into for future.
   C. Parking
      I. Handout with proposal for Downtown Chelsea Rear Parking and signatures from business owners was discussed. Ahrens informed the group that this is already in process.
      II. Drone Data Collection – DPW Supt Burby discussed drone quote from Midwestern Consulting for parking lots and sidewalks in the DDA District.
         a) Estimate $10,000 - $15,000 fees.
         b) Board discussed funding and surveying options.

MOTION to contribute up to $10,000 from the $200,000 DDA Infrastructure Fund towards the drone photography infrastructure project by Merkel, SECONDED by Tackwell. MOTION PASSED unanimously.

7. **New Business**
   A. Add new DDA Board Member in January
      I. Electing new Chairperson at November Meeting
8. **Public Comment** (agenda and non-agenda) None
9. **Announcements**
   A. CACC Ahrens gave the following updates:
      I. Backyard Beer Garden October 9 successful with 500 attending.
      II. Citizen of the Year nominations are open through the end of year.
      III. Wine, Walk, & Shop November 6-7 will have live music, photo opportunities, vendor market, and wine tasting inside Merkel Furniture.
      IV. Hometown Halloween October 1-31
      V. Veteran's Banners have been hung.
      VI. Hometown Holidays
         a. Tree Lighting December 4
         b. Light Parade December 5
         c. Donuts and Selfies with Santa December 12
         d. Gingerbread Workshop December 12
10. **Adjournment:** Motion by Tackwell, seconded by Merkel to adjourn at 8:34 AM. Motion carried.

Hi Terris,

Here are the results of the Chelsea Post reader poll on the DDA's 12-12-12 noise ordinance question. The poll ran from Sept. 15 to Sept. 25 on The Chelsea Post. It was also included in the Sept. 15 email newsletter and shared on The Chelsea Post's Facebook page, and may have been reposted by others.

https://chelseapost.com/dda-poll-extend-downtown-music-to-midnight-on-12-dates-a-year/

The question was published as provided, which was:
"Do you support or oppose allowing downtown businesses to extend daytime music levels until midnight on 12 predetermined dates a year?"



Results:
All responses (407): Support 289 (71%), Oppose 118 (29%)
City of Chelsea (241): Support 146 (61%), Oppose 95 (39%)
Chelsea area township (113): Support 95 (84%), Oppose 18 (16%)
Outside the Chelsea area (53): Support 48 (91%), Oppose 5 (9%)

Important Notes:

- This was an informal, self-selected reader poll, not a scientific survey.
- As you requested when we spoke on Sept. 3, the poll only asked the support/oppose question and whether respondents live in the City of Chelsea, Chelsea area Township, or outside the area.
- Location was self-reported and not verified.
- The question provided was narrower than the full proposal. It referred to music levels and 12 predetermined dates. It did not mention decriminalization, fines, sounds other than music, that the 12 dates would apply per applicant, or the bonus 13th date.
- To discourage repeat answers, we limited responses to one per device. Technically, respondents could have responded again from a different device.
- Responses were not weighted. The Chelsea Post is not taking a position on whose responses should count, so the breakdown by location is included for the DDA to use as it sees fit.

Because of the mismatch between the question and the proposal, I'm still deciding whether and how to publish the results. If the DDA shares or cites these numbers, I'd ask that the notes above be included.

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Noise Ordinance Town Hall Recap
October 21, 2026, 7-9:00 PM

1. Welcome and Introduction to the Town Hall by DDA Facilitator Terris Ahrens
   A. Goals
      I. Gather insight and feedback from community regarding potential changes to the Noise Ordinance.
      II. DDA role to Facilitate, Record and Report
2. Agenda
   A. Decriminalization Pictures of Attendant Input Provided (1. First Violation within a three-year period: $100 - 2. Second violation within a three-year period: $250 – 3. Third or subsequent violation within a three-year period: $500)
      I. Police Chief Kazyak was on hand to answer questions from the attendants.
         a) Explanation of misdemeanor
         b) Civil infraction
         c) How noise is measured (Police Sound Meter Equipment)
         d) Chronic violators (max of $500 fine)
         e) Factory Noise
      II. Time of Day/ Which Days Pictures of Attendant Input Provided (Currently 10PM 7 days a week – 11PM? Midnight? Weekdays? Weekends?)
         a) Chelsea closes too early (Sidewalks roll up at 10PM)
         b) Conflict of interest (DDA Board Members supporting later hours)
         c) Community Engagement
         d) Nightlife without noise nuisance (Sound Mitigation)
         e) Current Noise Ordinance allows submission to City Council for Noise Variances
         f) 10PM to 7AM universal
         g) Businesses stay open past 10PM
      III. Times per Year (1. A set number of days per business? – 2. A set timeframe of the calendar year) Pictures of Attendant Input Provided
         a) Open dialog to create vitality and respect local residents
         b) Limiting factors

c) If City were to choose a certain total number of approved events, divide amongst city areas

IV. Other Ideas (Do you have other ideas on how to balance economic impact vs. resident value?) Pictures of Attendant Input Provided

a) Noise mitigation in the Music Venues
b) Consider importance of protecting and preserving our downtown historic neighborhoods
c) Which Type of business vitality are we asking about? Describe economic impact for city by doing this.
d) Well documented research shows that sleep quality greatly impacts mental health. This needs to be considered when thinking about changing the noise ordinance.
e) Probably too complex but for music, bass level seems to be important in perception.
f) Using existing ordinance – cap variance requests to 15 total for the City annually.
g) Signs on Main Street informing vehicles about City Ordinance with citations for violations.
h) Noise makers should be limited to so many times a year and during a specific time period only – summer –
i) Louder noise later at night could pose a safety risk. It would make it difficult to hear a storm alarm, someone yelling for help, a 911 dispatcher to decipher speech, etc.
j) Change the quiet hours to start at 9PM versus 10PM
k) Need to address factory noise – Pitch, Frequency, Decibels
l) Not all people like rock music. Keeping people from sleeping, especially with ugly music that they object to, is a form of torture. Businesses can have "Night Life" without that and still attract customers.

City of Chelsea DDA Noise Ordinance Town Hall October 21, 2026

Name	Address
Dayle Wright	126 South St, Chelsea
Steve Wright	126 South St
JESSICA PANTANO	3216 Madison St
Karla DeMeo	623 S. Main St
SCOTT DeMEO	623 S Main St
DAVE THOMPSON	120 SOUTH ST
Colleen BEAN	1362 Armstrong Dr.
Joel Wilk	19903 Danube Ct
MARK Kruckenberg	14525 MEADOWPARK
Heather Kruckenberg	14525 Meadowpark
Caseny Burns	11253 Sand Hill DR.
Bill Personke	627. S. main
Shawn Personke	
PAULA JONES	204 SOUTH ST APT 3
JAn Carr	542 Fieldstone Circle N.
Keynes Miranda	719 6th St, Jackson MI
Miranda Haddad	120 Dewey Street
DOMINIC	120 Dewey St.

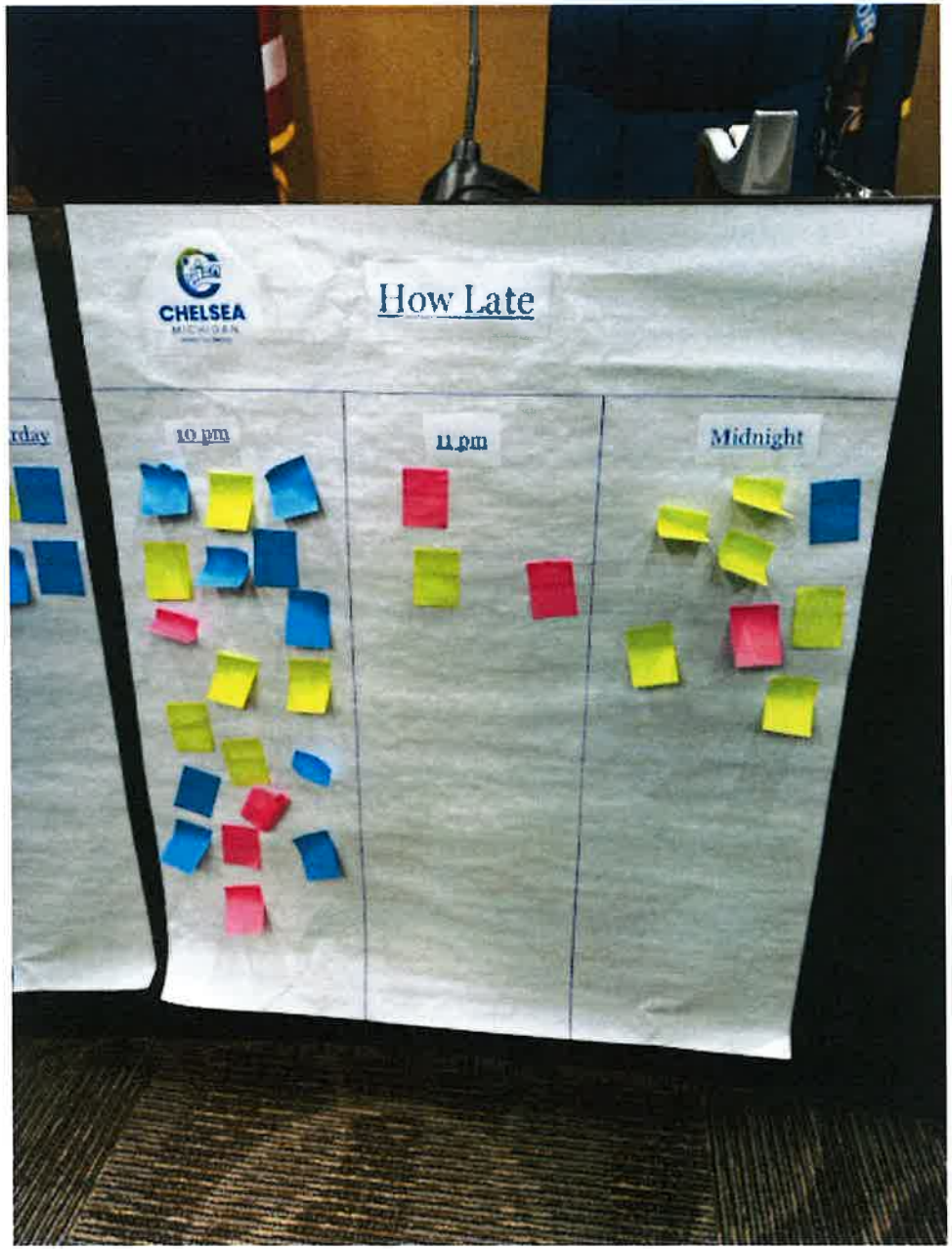
City of Chelsea DDA Noise Ordinance Town Hall October 21, 2026

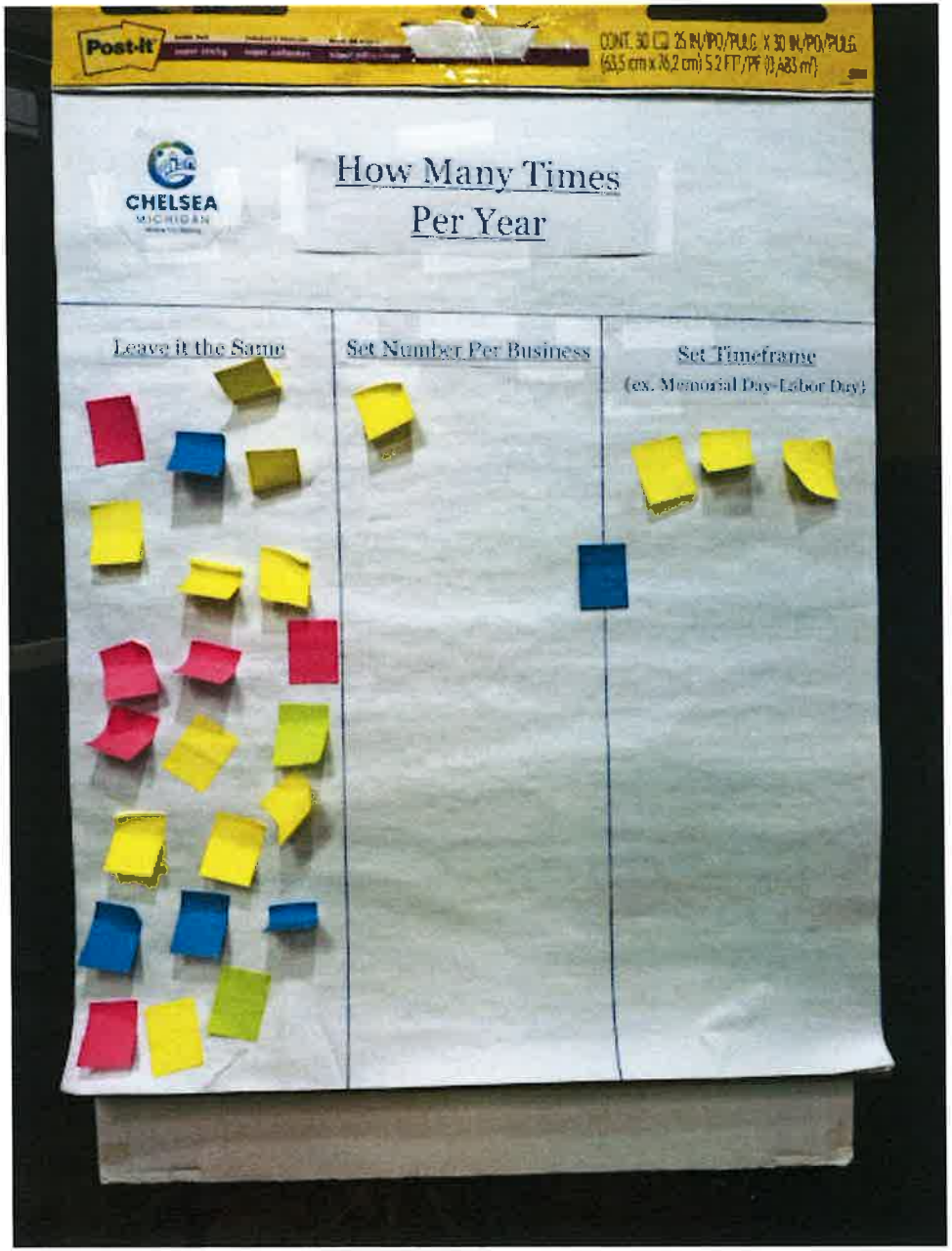
Name	Address
Joy Barrett	10 Sycamore Dr. Chelsea
Jerry Post	530 N. Main St. Chelsea
Noreen Milligan	530 N Main ST Chelsea
NIK LULGJURAJ	204 JEFFERSON, CHELSEA
Patricks Povlich	522 N. Main St, Chelsea
Eric Keaton	302 Congdon St, Chelsea
Brian Kshart	748 taylor street Chelsea
Lerry Navitskis	320 S. Main St., Chelsea
Amy Navitskis	"
Mariel Harbor	109 Wilkinson St. Chelsea
Mike Casey	149 E Middle Chelsea
Sr Jacqueline Bullerman	Chandler Chelsea, Mi
Rob Mills	218 S. MAIN ST. CHELSEA MI 48118
JASON POULICH	506 N MAIN Chelsea 48118 (BUISNESS)
Doug Washington	141 W. MIDDLE ST CHELSEA 48118
Cynthia Dopp	141 W. MIDDLE ST. CHELSEA 48118
Holly Koch	221 Jefferson st.
Petty, Wayne and Judith	226 South St.

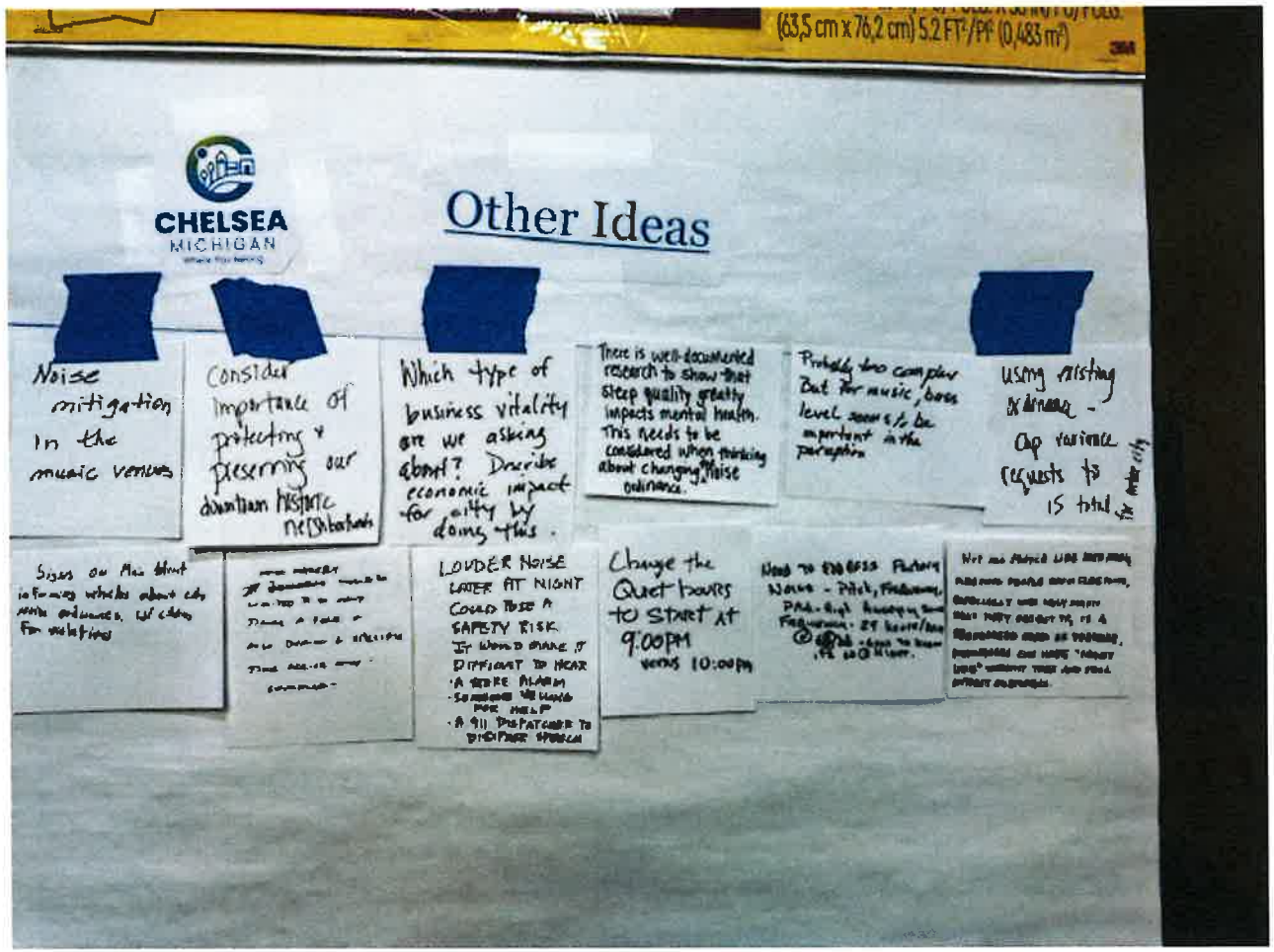
Destination
Work Days
How Many Days
Per Year

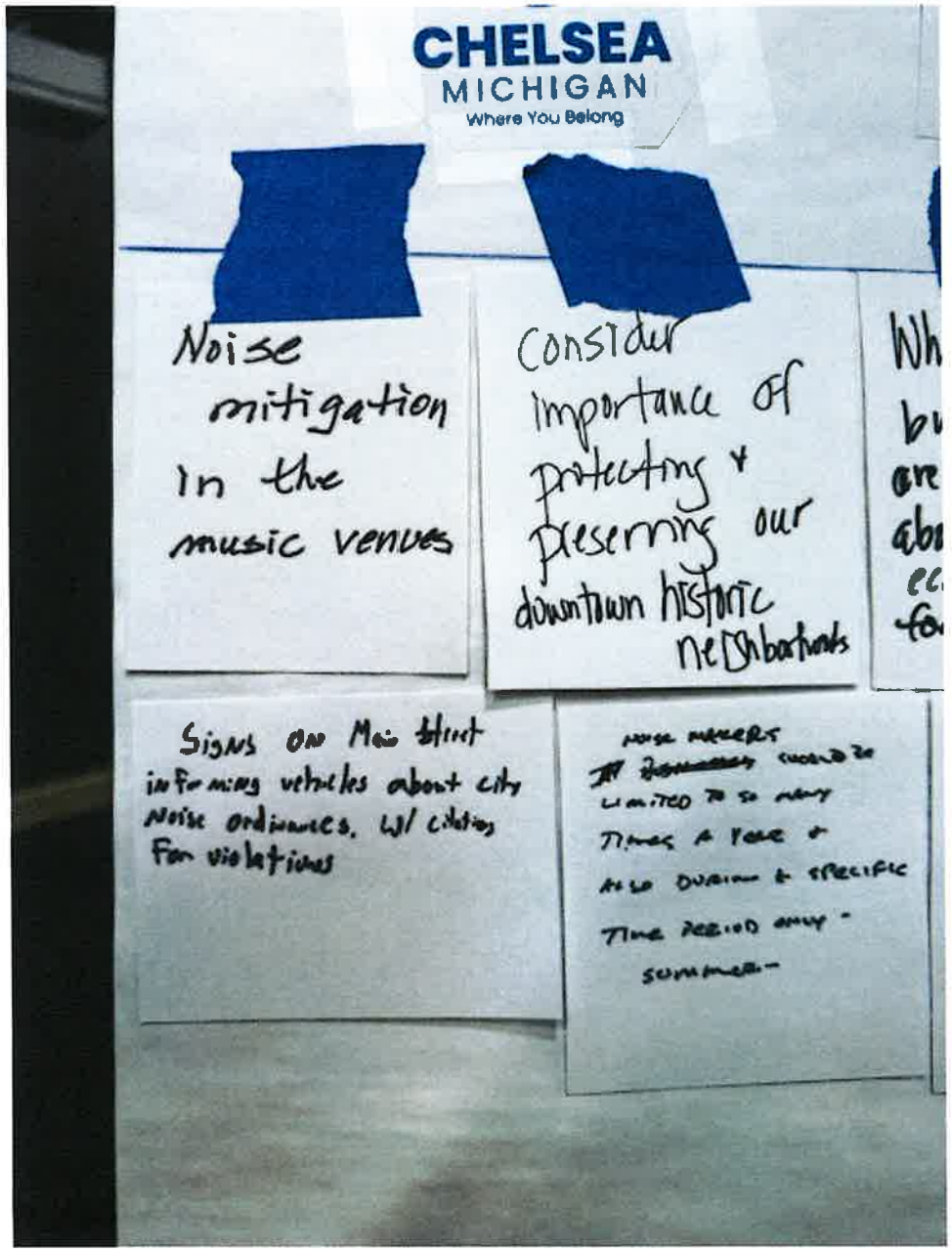

CHELSEA
MICHIGAN
Decriminalization
Remain Misdemeanor
Change As Suggested
Adjust Amount

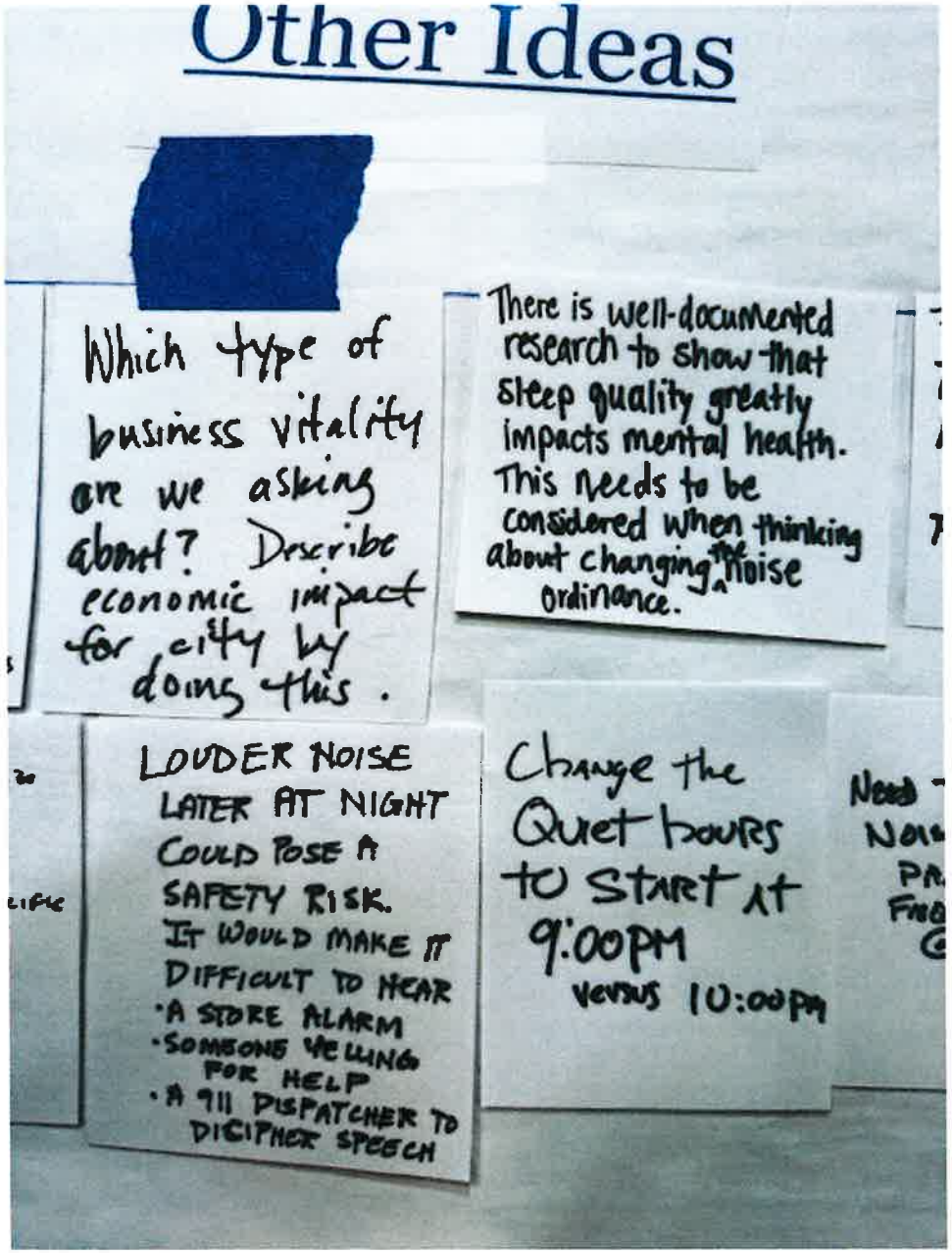

CHELSEA
Which Days
Remain Same
7 Day a Week
Thursday-Saturday
Friday-Saturday

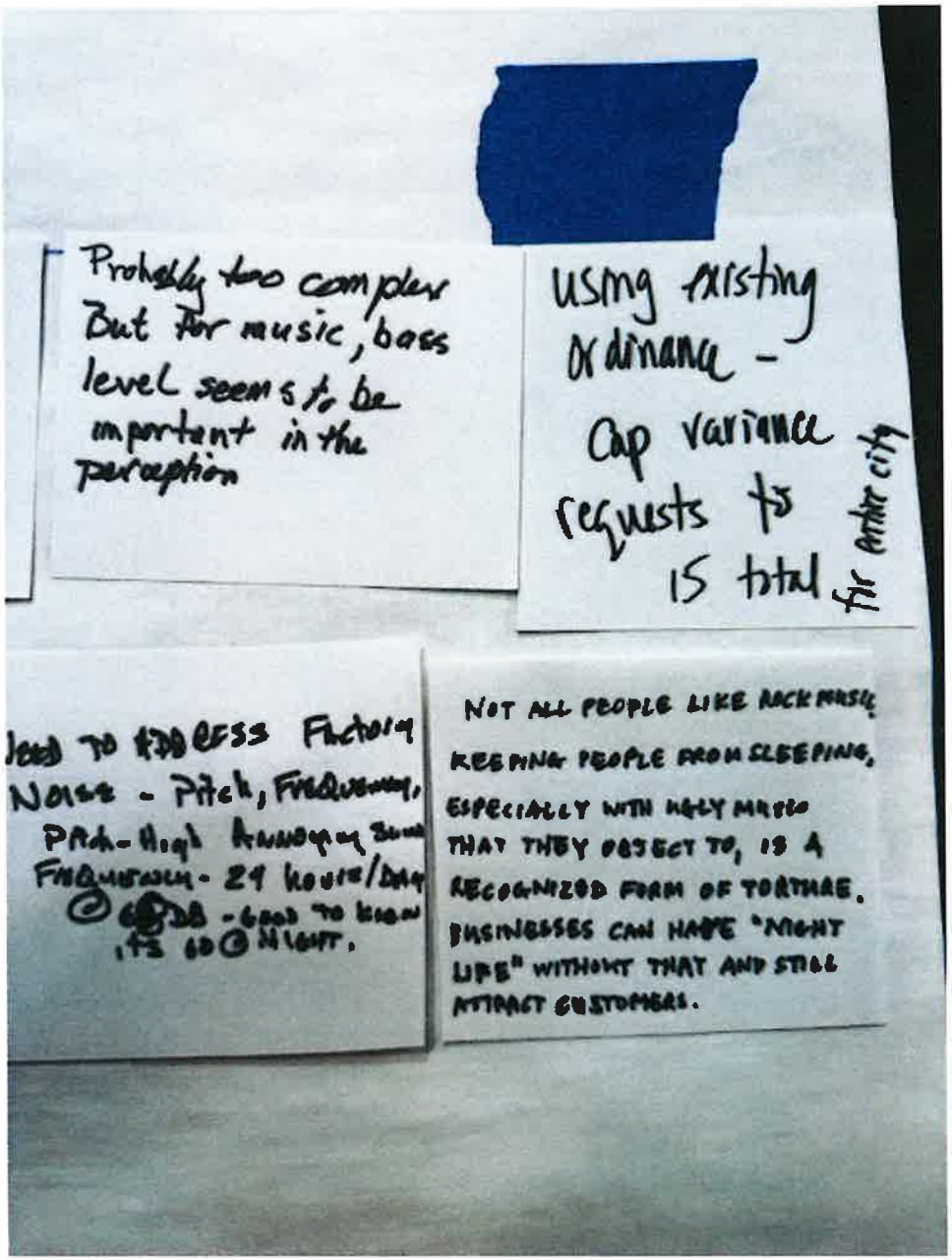

CHELSEA
MICHIGAN
How Late
rday
10 pm
11 pm
Midnight


Post-it
CHELSEA
MICHIGAN
How Many Times
Per Year
Leave it the Same
Set Number Per Business
Set Timeframe
(ex. Memorial Day-Labor Day)


(63,5 cm x 76,2 cm) 5.2 FT²/PF (0,483 m²)
CHELSEA
MICHIGAN
Other Ideas
Noise mitigation in the music venues
Consider importance of protecting & preserving our downtown historic resources
Which type of business vitality are we asking about? Describe economic impact for city by doing this.
There is well-documented research to show that sleep quality greatly impacts mental health. This needs to be considered when thinking about changing noise ordinance.
Probably too complex But for music, bass level seems to be important in the perception
using existing ordinance - Cap variance requests to 15 total
Signs on Main about informing visitors about city noise ordinances. Up close for violations
LOUDER NOISE LATER AT NIGHT COULD POSE A SAFETY RISK. IT WOULD MAKE IT DIFFICULT TO HEAR
- A SMOKE ALARM
- SOMEONE WE WOULD ASK FOR HELP
- A 911 DISPATCHER TO DISCERN SPEECH
Change the Quiet hours to start at 9:00PM versus 10:00PM


CHELSEA
MICHIGAN
Where You Belong
Noise mitigation in the music venues
Consider importance of protecting & preserving our downtown historic neighborhoods
Signs on Main Street informing vehicles about city Noise ordinances. W/ citations for violations


Other Ideas
Which type of business vitality are we asking about? Describe economic impact for city by doing this.
There is well-documented research to show that sleep quality greatly impacts mental health. This needs to be considered when thinking about changing the noise ordinance.
LOUDER NOISE LATER AT NIGHT COULD POSE A SAFETY RISK. IT WOULD MAKE IT DIFFICULT TO HEAR
• A STORE ALARM
• SOMEONE YELLING FOR HELP
• A 911 DISPATCHER TO DECIPHER SPEECH
Change the Quiet hours to start at 9:00PM versus 10:00PM


Probably too complex But for music, bass level seems to be important in the perception
using existing ordinance - Cap variance requests to 15 total for entire city
Need to address Factory Noise - Pitch, Frequency, Path - High humming sound Frequency - 24 hours/day 60dB - good to know it's 60 @ night.
NOT ALL PEOPLE LIKE ROCK MUSIC KEEPING PEOPLE FROM SLEEPING, ESPECIALLY WITH NOISY MUSIC THAT THEY OBJECT TO, IS A RECOGNIZED FORM OF TORTURE. BUSINESSES CAN HAVE "NIGHT LIFE" WITHOUT THAT AND STILL ATTRACT CUSTOMERS.

Noise Variance/Temporary

CHELSEA
MICHIGAN
Where You Belong

City Code, Chapter 14, Article II | City Council review

INSTRUCTIONS

Complete both pages and submit to the City for City Council consideration before the proposed activity. Attach **a simple site plan or map showing the sound source(s) and nearby properties (can use Map Washtenaw tool)**, along with any available documentation supporting proposed sound levels. Additional information may be requested.

Select the applicable request:

☐ Temporary exemption (Sec. 14-49; maximum 30 days)

☐ Variance for preexisting activity (Sec. 14-50)

A temporary exemption is not automatic. Council must find that the exemption is in the public interest and that no feasible or prudent alternative exists. For a Section 14-50 variance, describe when the activity began and the hardship and lack of reasonable and prudent alternatives.

APPLICANT / PROPERTY INFORMATION

Applicant / organization: _____

Mailing address: _____

Phone: _____ Email: _____

Property owner (if different): _____ Owner phone / email: _____

Location / address where noise will occur:

_____

Applicant relationship to property: ☐ Owner ☐ Tenant ☐ Event organizer ☐ Contractor ☐ Other: _____

ACTIVITY AND RELIEF REQUESTED

Activity type: ☐ Outdoor music / event ☐ Construction ☐ Commercial / industrial operation ☐ Other: _____

Description of activity / noise-producing equipment:

_____

_____

Requested start date: _____ Requested end date: _____

Daily start time: _____ Daily end time: _____

Dates/times when noise will actually occur (if different):

_____

Noise character: ☐ Steady ☐ Intermittent ☐ Impulsive ☐ Repetitive ☐ Amplified music / speech

Estimated maximum level at affected receiving property line: _____ dBA ☐ Estimated ☐ Measured

Basis of estimate (equipment specification, previous reading, professional assessment, etc.): _____

_____

_____

_____

For Section 14-50 requests only: Date activity originally began: _____ Explain why the activity predates the ordinance and why a reasonable and prudent alternative is unavailable:

_____

NOISE REDUCTION / MITIGATION

Describe measures proposed to minimize noise and impacts (e.g., reduced hours, equipment barriers, speaker orientation, lower volume, neighbor notice, or on-site contact):

_____

_____

_____

On-site contact during activity: _____ Phone: _____

Authorization

I/We _____ do hereby swear that the above information is true and correct to the best of my/our knowledge. I/we agree to perform only those activities stated in and authorized by this permit.

Applicant Signature:

_____

Applicant Address: _____Phone: _____

OFFICIAL USE ONLY

Date received: _____

Action: ☐ Approved ☐ Approved with conditions ☐ Denied

Authorized date(s): _____

Authorized maximum sound level: _____ dBA

Council meeting date: _____

Council action / motion: _____

Authorized time(s): _____

Authorized location: _____

Conditions / notes:

_____

_____

Written temporary exemption (Sec. 14-49), if approved: City Clerk signature: _____

City Council authorized signature / documentation: _____ Date: _____

Internet # 300844954 Model # 6881



Hover Image to Zoom









Shop Nearly Natural

3 ft. Artificial Cedar Bush (Indoor/Outdoor)

(32) Questions & Answers (10)

SPECIAL BUY $121.46 $127.86 Save $6.40 (5%)

Pay **$96.46** after **$25 OFF** your total qualifying purchase upon opening a new card.

Apply for a Home Depot Consumer Card

- Designed to look real without the maintenance
- Lush green foliage bring the outdoors to any room
- Standard pot fits easily inside a Decorative planter
- View More Details

Feedback

Internet # 300844950 Model # 6880



Hover Image to Zoom









Top Rated

Shop Nearly Natural

2 ft. Artificial Cedar Bush Indoor/Outdoor

★★★★★ (54) Questions & Answers (8)

$59.96

Pay **$34.96** after **$25 OFF** your total qualifying purchase upon opening a new card.

Apply for a Home Depot Consumer Card

- Designed to look real without the maintenance
- Lush green, versatile indoor and outdoor plant
- A beautiful piece of indoor or outdoor foliage

Feedback


GRILL
BRUNCH
Saturday 11am – 2pm
Sunday 10am – 2pm

www.chelseamich.com/hometown-holiday

THRU DECEMBER

HOME TOWN HOLIDAY

Celebrating 39 years!

Gingerbread House Display
Dec 1 - Jan 7 | All Day
Downtown Chelsea

Annual Tree Lighting
Dec 4 | 5-6:30pm
Pierce Park

Light Parade
Dec 5 | 6pm

Donuts & Selfies with Santa
Dec 12 | 10:30am-12pm
Smokehouse 52 BBQ

Gingerbread Workshop
Dec 12 | 12-4pm
First Congregational Church



Photo by Dennis McCann

Presenting Sponsor:

EDER • DIVER
INSURANCE AGENCY

www.chelseamich.com

www.chelseamich.com/events/chocolate-extravaganza

FEBRUARY 6

chocolate extravaganza

Come to Chelsea for this wonderful day filled with chocolate, sales, specials, and tasty treats at shops and restaurants all over town!

Then head over to Chelsea's First United Methodist Church Social Hall for: The Cocoa Crawl Mug Distribution, Chocolate Demos, and Vendor Market Photo Backdrop (11am-4pm).



CHELSEA
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@chelseamichigan

MIDWESTERN CONSULTING

Land Development • Land Surveying • Municipal
Wireless Communications • Institutional
Transportation • Landfill Services

3815 Plaza Drive
Ann Arbor, MI 48108
734.995.0200

Project Authorization Form

Client:	Chelsea Downtown Development Authority
Address:	305 S. Main Street Suite 100 Chelsea, MI 48118

Date:	22-Oct-26
Project Number:	TBD
Project Task:	

Contact:	Terris Ahrens	**Title:**	
Phone:	734-475-4618 **Fax:**	**Email:**	terris@chelseamich.com

Project Name: Chelsea Downtown Development Authority Park St. Lot Parking Concepts

Project Location:	**County:**	Washtenaw	**City/Twp.:**	City of Chelsea	
	T	02S	**R** 03E	**Section**	12
	Lat.	42.3175		**Long.**	-84.01844444

Description of Services and Fee:

Utilizing the topographic and boundary survey previously prepared for the City of Chelsea, Midwestern Consulting will prepare two high level, proof of concept layouts for the property located east of the Purple Rose Theater. Concept 1 will focus on a single level parking lot accessed from the existing alley north of the site. Concept 2 will focus on a two level parking deck with lower level access from the existing alley to the north and upper level access from Park Street to the south. A ramp between levels is not proposed in order to maximize the amount of parking spaces. The designs will not include any utility design or include potential landscape requirements.

A high level cost estimate for both concepts will be prepared based on typical industry pricing for these type of parking configurations. One meeting is included to review the concepts with DDA and City staff. A second meeting is assumed to be needed to review historical site information and coordinate with the City's environmental consultant.

The intent is that by the end of this work the DDA and City will be sufficiently informed to know next steps for the project.

Not-to-Exceed Fee: $3,000

Future Services Midwestern can provide for an additional fee may include:
- Additional conceptual layouts
- Stormwater and landscaping concept design work.
- Assistance with obtaining a parking deck consultant.
- Coordination with various City staff and other consultants.
- Detailed design of single level parking lot.

Fee Arrangement:	Invoiced monthly w/ balance due 30 days from invoice date
Conditions:	MCLLC Standard Terms and Conditions as attached

Project Manager:	Scott Fisher	Scott Fisher, PE
	Signature	Printed

Client attests that he/she is authorized to sign this agreement which includes the terms and conditions below or

Client Acceptance / Authorization:	
	Legal Name of Client / Business Entity
	Signature Date
	Printed Name

v 2020-10-29

MIDWESTERN CONSULTING

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Payment
The Client shall pay Midwestern Consulting LLC (MC) for services performed in accordance with the rates and charges set forth in the Agreement. Invoices shall be submitted monthly and are due within thirty (30) calendar days of invoice date. If the Client objects to any portion of an invoice, the Client shall notify MC, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted.

The Client recognizes that it has the obligation to pay for all services performed and shall make no deductions or adjustments, or impose penalties for the Client's inability to obtain financing or any governmental approvals.

The Client shall pay an additional charge of one-and-one-half (1.5) percent of the invoiced amount per month for any undisputed portion of invoices that are unpaid for more than thirty (30) calendar days.

If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, MC may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate this Agreement.

Indemnification
MC agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by MC's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MC is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MC harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

MC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

Limitation of Liability
In recognition of the relative risks, rewards and benefits of the project to both the Client and MC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed $50,000 or the total amount of compensation received by MC, whichever is greater.

Termination
The Client may terminate this Agreement at any time with or without cause upon giving MC seven (7) calendar days prior written notice. MC may terminate this Agreement upon giving the Client written notice for any of the following reasons:

1. Breach by the Client of any material term of this Agreement, including but not limited to Payment Terms.
2. Transfer of ownership of the project by the Client to any other persons or entities not a party to this Agreement without the prior written agreement of MC.
3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of such changes.

Professional Standards
Services provided by MC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Assignment
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

Insurance
MC shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of its services. MC shall, upon request, furnish current certificates of insurance coverage to the Client covering Worker's Compensation, General Liability, Automobile Liability, and Professional Liability.

Construction Costs and Schedules
Statements of probable construction costs and/or schedules prepared by MC represent our professional judgment. MC has no control over the methods of determining bid prices and schedules. Accordingly MC does not warrant that bids, proposal, schedules or actual project costs will not vary from the projections.

Ownership of Records and Documents
The Owner and Engineer/Surveyor acknowledge that the surveys, plans, and specifications are instruments of professional service. Nevertheless, the surveys, plans, and specifications prepared under this Agreement shall become the property of the Owner upon completion of the Work and payment for the Work. The Owner agrees to hold harmless and indemnify the Engineer/Surveyor against all damages, claims, and losses of any kind arising out of any use of the surveys, plans, and specifications on any other project, for additions to their project, or for completion of this project by others, without the written authorization of the Engineer/Surveyor.

Job Site Safety
MC shall not at any time supervise, direct, or have control over any contractor's work, nor shall MC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Information Provided by Client
The Client shall provide information relating to the Project that is available, and MC shall be entitled to rely upon the accuracy and completeness of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold MC harmless from any claim, liability, or cost for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client.

Right of Entry
The Client shall provide for MC's right to enter the property owned by the Client and/or others in order for MC to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold MC and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

Electronic Media Disclaimer
The Client agrees that all forms of electronic media data are instruments of service of MC who shall retain all rights. Any electronic files submitted to the Client are subject to a 30-day acceptance period, after which MC will not be held liable for the completeness or correctness of the data. MC attests to the accuracy of the hardcopy (mylar, sepia or print), which accompanies the electronic media, and any drawings produced from the electronic media must be checked against the hardcopy by the Client. The Client further agrees to waive all claims against MC resulting from unauthorized changes, or reuse in any way, of the electronic media.

Applicable Laws
Unless otherwise specified, the laws of the State of Michigan shall govern this Agreement.

END OF GENERAL CONDITIONS