



**FERNDALE DDA
BOARD OF DIRECTORS MEETING
THURSDAY, APRIL 14, 2016
8:00 A.M. Board Meeting**

Ferndale DDA Office
149 W. Nine Mile Rd., Ferndale, MI

AGENDA

- I. Call to Order
 - A. Roll Call
 - B. Dismissals
 - C. Consideration of Minutes: March 2016
 - D. Consideration of Agenda
- II. Consent Agenda
 - A. Committee Reports
 - B. DDA Staff Reports
- III. Call to Audience (no more than 3 minutes per person – 15 min. total allotted)
- IV. Community Organization Reports
 - A. Chamber of Commerce
 - B. Woodward Avenue Action Association
 - C. Ferndale Public Schools
- V. **Action Items**
 - A. Consideration of an Interlocal Agreement with City BRA
 - B. Operations Manager Employment Contract
 - C. Consideration of Budget
 - D. Consideration of BUILD Application: Howe's Bayou
- VI. Regular Agenda & Info Items
 - A. Main Street Oakland County 2016 Awards Event
 - B. By-Laws Revisions
 - C. Strategic Planning
- VII. Call to Committee Chairs, Board Members & Staff (not more than 3 minutes)
- VIII. Adjournment

CALENDAR OF EVENTS

April

April 2
City Budget Workshop 9am
April 5
Design Committee 6pm
April 6
Executive Committee 3pm
Biz Dev 5pm
April 11
City Council 7pm
April 14
DDA Board of Directors 8am
April 15
MDA Workshop 8:30am
April 18
Kick-off Restaurant Week
April 25
City Council Mtg. 7pm
April 27
Promotions Committee 5pm
April 28
Main Street Oakland
County Awards Event 6pm

May

May 3
Design Committee 6pm
May 4
Executive Board 3pm
Biz Dev 5pm
May 9
City Council Mtg. 7pm
May 12
DDA Board of Directors 8am
May 23-26
National Main Street
Conference
May 23
City Council 7pm
May 25
Promotions Committee 5pm
May 30
*Memorial Day – DDA offices
closed*

***The mission of the Ferndale DDA is:
Work together to drive, deliver, and advance the great downtown Ferndale experience.***



FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 10, 2016 at 8:00 A.M.
FERNDALE DDA OFFICE
149 W. 9 MILE
FERNDALE, MI 48220

I. CALL TO ORDER

A. Roll Call 8:03 a.m.

DDA Board Members Present: Jay McMillan, Mindy Cupples, Dean Bach, Michael Hennes, Chris Johnston and PJ Jacokes

DDA Board Members Absent: Ed Lane, Jacki Smith, Jerome Raska and Mayor/Council

Staff Present: Barry Hicks, Cindy Willcock and Michelle Delacourt

Guests: Bob Donohue, Alex Hritcu and Leigh Young (Main Street Oakland County), Joe Gacioch and Justin Lyons (City of Ferndale) and Kat Bruner James

B. Dismissals: Ed Lane (out of town), Jacki Smith, Jerome Raska, Mayor/Council

C. Approval of Minutes February 2016

Motion by Director Johnston, seconded by Director Cupples to approve the February 2016 minutes as presented. All Ayes, motion carries.

D. Approval of Minutes Strategic Planning 02/29/16

Motion by Director McMillan, seconded by Director Hennes to approve the 02/29/16 Strategic Planning minutes as presented. All Ayes, motion carries.

E. Approval of Agenda

Motion by Director Johnston, seconded by Director Hennes approve agenda as presented. All Ayes, motion carries.

II. CONSENT AGENDA

A. DDA Staff Reports

B. Finance Report

ED Hicks noted that Item VI (B) is a discussion on the DDA budget and that while no action will be taken, copies of the budgets will be handed out. Motion by Director Hennes, seconded by Director Cupples to approve the Consent Agenda as presented. All Ayes, motion carries.

III. CALL TO AUDIENCE

Kat Bruner James inquired about whether permits were required for busking and City Planner Lyons said he would check and follow up.

IV. COMMUNITY ORGANIZATION REPORTS

A. Chamber of Commerce

Jay McMillan

Director/Chamber Chair McMillan noted that interim ED Jackson will forward a full written report. March 31st at the Library will be the Artist in You opening reception. The Chamber ED search is ongoing, but the Board hopes to make a decision in the next two weeks.

- B. Woodward Avenue Action Association (WA3)
No report given
- C. Ferndale Public Schools/Citizens for a Fair Ferndale
Kat Bruner James, Chair for Citizens for a Fair Ferndale, which promotes fairness and equity throughout the community, presented an overview of University High School moving to the Coolidge building. A program was held on Monday, March 7th for residents and businesses to get to know more about the UHS program and students. She noted that they may do an open lunch program, which could impact nearby businesses such as Jimmy Johns, Dickey's, etc., as well as additional after school student foot traffic, so they wanted to help communicate this to businesses, particularly those on northern end of Woodward. School Administration has a good history of working with businesses on any issues, but more importantly have been communicating with students from both high schools and have learned that there may be a need to have more uniform policies to know what is expected, rules, etc. for students going into businesses. This is a great opportunity for schools and businesses to create policies and exchange information.
- D. Michigan Economic Development Corporation
ED Hicks explained that he was anticipating someone coming, but will meet with them later this month.

V. ACTION ITEMS

- A. Customer Relationship Management Application
The DDA has the need to be able to accurately track and maintain business information, including contact names/numbers, hours of operation, opening dates, landlord information, square footage, lease rates, etc. Multiple Excel spreadsheets have been used in the past, but it's long been known that it isn't the best way to do this. A CRM application would greatly assist in having one central place for all information. Several different applications have been reviewed by staff and the final recommendation, based on ease of use, functionality and pricing, is Quickbase and although a yearly subscription fee of \$2,400 is listed in the Board memo, subsequent conversations with the sales representative allude to the price coming down to between \$1,800-\$2,000.

Motion by Director Hennes, seconded by Director Cupples to authorize the Executive Director to purchase licenses for the Customer Relations Software, Quickbase, for a not-to-exceed annual subscription amount of \$2,400.

Discussion: Director Jacokes inquired whether the Chamber uses something similar and Director McMillan noted that they were having a custom software created for member tracking. Director Johnston inquired about exporting the information to another format and whether this is something that could be shared with the Chamber. Director Johnston also questioned authorizing more than the amount it would be and Director Jacokes inquired about set up fees.

All Ayes, motion carries.

VI. REGULAR AGENDA & BUSINESS INFO ITEMS

A. City Support for DDA

At the last Executive Board meeting, which was attended by Directors Cupples and Smith, discussion was had about the future of the DDA if proposed new legislation regarding TIF capture. The EB discussed drafting a resolution requesting City Council continue to financially fund and support the DDA at its current operating level should legislation cause the demise of TIF fund capture. No language has been drafted for this yet, but certain Council members have indicated that they do want to keep this organization and are fully in support of keeping the DDA funded and supporting the Michigan Downtown Association stance on maintaining funding for downtowns. MSOC's Bob Donohue provided some background information and details on the proposed legislation, which is currently in draft #6, which includes all TIF revenue expiring in 20 years. ED Hicks noted that he has seen similar proposals previously with Brownfields and Corridor Improvement Authorities and it often gets denied or changed, but the EB wanted to be proactive about it just in case. The MDA has a sample letter that ED Hicks will tweak. This can be sent to local representatives to urge them to continue to support downtowns and not eliminate funding.

B. DDA Budget: Amend FY 15-16; propose FY 16-17

ED Hicks explained that he has been working through the budget to determine where items are assigned, which has been challenging due to the DDA using one piece of financial software (QuickBooks) to internally track invoices and the City using others, changing from New World to BS&A. Working with the City finance director, they were finally able to determine the actual cash number for the starting fund balance. The proposed amendment to the current fiscal year budget shows the actual fund balance at \$519,708. He will continue to work with finance and personnel on further breaking out exactly what is spent on each line item. He then explained the budget being presented indicating that the first column is the approved budget, the next is what is reflected currently in BS&A (which appears to be several months behind), the next is the current available balance (the calculation between the actual budget and what is recorded), then the percentage of budget used and finally the recommended budget amendment (if any). Adjustments were overviewed and it was noted that because of timing, City Council is required by charter to approve the budget for the next fiscal year at their last meeting in April so the DDA has to have something to show them and although the proposed numbers are preliminary, ED Hicks feels confident in them. There is a Council budget session on April 2. No Board action is required at this time, this presentation was just to advise where things stand and indicate the direction the DDA is heading in. Discussion was also had regarding potential changes, including the landscaping contract and provider.

C. Strategic Planning Follow-Up

The 1-page plan, updated from the third meeting, was provided. The Business Development was solicited for feedback and while they were fully on board with the core values, felt that the mission statement didn't fully describe what the DDA was about, but coupling it with the core values assisted in clarification. Additional discussion was had regarding the use of "drive demand". The Business Development Committee will also begin work on the elevator speech.

Motion by Director Hennes, seconded by Director Johnston to accept the new mission statement: To Work together to drive and deliver the great Downtown Ferndale experience.

Motion by Director Johnston, seconded by Chair Bach to amend and accept the revised statement: To Work together to drive, deliver and advance the great Downtown Ferndale experience.

Discussion: Director Hennes felt “drive” and “advance” are the same. Director Johnston explained that “drive” means to keep going and “advance” makes it better.

All Ayes, motion carries.

VII. CALL TO COMMITTEE CHAIRS, BOARD MEMBERS & STAFF

Director Johnston noted that as the organizer of the DIY and Pig & Whiskey events, he met with Michael Lary regarding parking, and although nothing has been settled, the City wants to take responsibility for parking. He noted that because their events close 9 Mile and a portion of that area sits vacant, that could be utilized for parking. They used it one year with FernCare and generated about \$4,000 in revenue that was split between the event and the non-profit. The City has indicated they don't want an event profiting off of parking in this manner and have discussed utilization of shuttles. Johnston feels that parking on 9 Mile would be a win-win situation, alleviating parking in the neighborhoods and giving guests a nearby place to park. He suggested that the DDA organize event parking and have volunteers run it and this would both help residents and make money for the DDA. Asst. City Manager Gacioch indicated he will be working more with Michael Lary and that if Director Johnston had a more rounded out proposal, he will be happy to go over it. City Council and the City are interesting in exploring a shuttle and are working with both Credit Union One and the schools and are willing to explore different avenues.

Assistant City Manager Gacioch provided parking updates including the creation of a stand-alone parking website that will feature online permitting, and should launch by mid-May at the latest. He will present a preview of the graphic design of the site at the next DDA Board meeting. The Fire Chief has concerns with spaces in the Withington lot and has asked DPW to look into making things safer. DPW is consulting with the City engineer. There is an RFQ out for the parking structure and the City has been contacted by three of the biggest firms that provide this type of consulting work. Questions are due by March 17th with RFQ's due by the 24th. A panel will then review the RFQ's and do interviews. The goal is to have a recommendation on a company to act as a consultant on the April 11th Council agenda.

Blake Prewitt, Ferndale Schools noted there is a lot going on – community wide. There is an RFP up for the Taft and Wilson properties and they are looking at bids. The Jefferson property has already been sold and will be 60 town houses, with construction beginning this summer. The Schools met with the Coolidge community regarding moving UHS to that location. He noted that the playground area will remain. The elementary schools are being restructured. The Schools may go out for a sinking fund

millage request in August, maybe at the same time the library goes out for a millage. This year they are spending \$600,000 to put boilers in Roosevelt, and up to \$2million in roof issues in all buildings. If they do go out for a sinking fund, it will be a very small, probably around 1 mil, and the Board is still considering it. They are also trying to restart up a business internship program and requested that anyone is interested in providing training please contact him. The schools have an early college program and have police, business, computer and health science students. Part of program is getting job experience for the approximately 60 kids in program. Director Cupples requested that Superintendent Prewitt forward further information to the Executive Director

VIII. ADJOURNMENT

Motion by Director Hennes, seconded by Director McMillan to adjourn meeting. All Ayes, meeting adjourned at 9:30 a.m.

April 2016

Consent Agenda

Sample Motions:

- A. *To approve the consent agenda in its entirety.*
- B. *To approve the consent agenda, excluding Items ____ (Letter/Letter & Number) ____.*

Committee Summaries

Business Development

- Elevator Pitch and Value Discussion – members of the committee discussed what the elevator pitch and value message will be when talking about the DDA to businesses and residents or potential volunteers. A refined message will be provided at this meeting.
- Retention Program – the committee has begun looking at old recruitment materials and new business packets and will be using this as a starting point to create a new 'Retention Packet.' Once this is complete, committee members will start reaching out to businesses to conduct onsite visits.

Promotions

- Began assigning tasks to committee members for upcoming events which include, but are not limited to, the third Thursday events like Get Reel and Art of the Cocktail.
- Need to review budget to begin brainstorming on co-op advertising, other marketing opportunities.
- Pitch Black has begun attending these meetings and will assist with developing a marketing program to make future planning more seamless.

Design

- The committee has divided up tasks to clean-up the design guidelines started several years ago and will be reviewing the guidelines for content accuracy and to update photos. The goal will be to publish the guidelines this year and to start using them during the Architectural Review Committee meetings.
- The committee will start discussing sponsorship opportunities at a future meeting with regard to potentially having sponsors for flower baskets/arrangements, benches, or other art/public infrastructure downtown.

Informational Items

Outreach

- Business visits: Various via telephone (database update), Daily Dinette, Ferndale Haus Lofts, Mejisji, Elegance by Design, Secreto, Boston Tea Room, Biggby, Assagi, Renaissance Vineyard, Pop's for Italian, Found Sound, Mother Fletcher's, Candle Wick Shop, Shine on Yoga, Smooth Vapes, Mike Silver, Professional Guitars, Rouge, Assagi, Loose Cannon, Peace Action, Any Time Fitness, One-Eyed Betty's, Dino's Lounge,
- Partner Meetings: City of Ferndale, Ferndale Chamber of Commerce, Oakland County, Zip Car, 8-Wood Blog

Property & Business Development

- Former Rent-A-Center – Grenadier moving forward with renovations; working to get additional parking on site and improvement to alley
- Former Buffalo Wild Wings & Twisted Shamrock- under construction; The Daily Dinette and Pop's for Italian are both open!
- Former Rainy Day Hobbies – Southern Belle's Bistro has signed lease but targeted open date has been delayed
- Former Pizza Hut –construction of a multi-tenant building is ongoing; 2 out of three spaces available in the building have been leased
- Former Hodges Subaru – currently being renovated and will be an Art Van Pure Sleep early spring 2016 opening date
- Church site – to be a mixed-use development by Northstar Properties
- Save-A-Lot site – Site plan approved by Planning Commission for a 90 unit residential building that includes a small amount of office and retail space as well as parking. The developer has acquired three (3) more properties which will allow for more development, potentially office use. A Brownfield Plan was approved in March by City BRA with approximately \$2.2 million in incentives.

New Businesses/Expansions/Retention

- Otus Supply Co. – under construction; \$3.5million investment; no known completion date
- Former Lisa D's and Dangerous Curves is going to be a Barber Shop and a Vape Shop
- Old House next to Hungry Howie's has been demolished and will become a new mixed use development with possible retail/residential or office.
- Personal service/salon business considering relocating from Rochester
- Working with potential new retail prospect

Planning & Policies

- The Executive Director has drafted some suggested edits to the DDA's By-Laws and has included in this month's packet for review and discussion. No action is needed at this time, but feedback is appreciated.
- The Executive Committee has requested that the Executive Director work with the City to develop an agreement or resolution of support stating that the City Council would commit to funding the DDA in the event the State amends the TIF legislation. The proposed amendments

would eliminate the DDA's primary funding source. The Executive Director is working with the City regarding this matter.

Communication & Marketing

- Website Redesign – the new website has launched and staff is receiving training to edit the site.
- Web & Social Media updates – continuous updates; social media impressions improving; posting more business promotions under calendar on web; utilizing CoSchedule management system
- Once a month eblasts to consumers as well as once a month eblasts to businesses.

Administrative

- Staff is working on entering data into the new Customer Relationship Management (CRM) system.
- Efforts are continued to collect and enter data about downtown businesses to be integrated into the new CRM system.
- Staff has been working on reducing items in the office in preparation for the move which will take place during the last two weeks in August.



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 03/07/16
Re: Brownfield Interlocal Agreement with City BRA

Interlocal Agreement

The Ferndale Brownfield Redevelopment Authority (BRA) has approved a Brownfield Plan for the reimbursement of eligible expenses for a project commonly referred to as 'Ferndalehaus' to be located at 430 W. Nine Mile Road on the property currently referred to as the former Save-a-Lot site. The Brownfield Plan recommends reimbursements to the developer for up to \$2.1 million over approximately 13-15 years. To accomplish this, the reimbursement would come from Tax Increment Financing (TIF) revenues. Since the project is in the DDA TIF District, the developer would need to capture the TIF that otherwise would go to the DDA for repayment. The agreement attached to this memo indicates that the DDA acknowledges and accepts these terms.

In return, the BRA typically can capture TIF revenue for up to 5 years after a project is complete. They are willing to forgo this revenue and will return the TIF to the DDA upon completion of the brownfield plan.

Approving this will have no impact on the current TIF revenues captured by the DDA from this site. The DDA will still receive TIF revenues from this site at the current assessed value of the property. The DDA will not receive the increased TIF as a result of the project during the duration of the repayment period.

Recommended Action

To AUTHORIZE the Chairman to sign a Interlocal Agreement with the City Brownfield Redevelopment Authority in accordance with an approved Brownfield Plan for the project commonly referred to as Ferndalehaus (430 W. Nine Mile); subject to minor modification by the City Attorney for effectuation.

Attached: Local Intergovernmental Agreement between DDA and BRA
TIF reimbursement table from Brownfield Plan

INTERLOCAL AGREEMENT

The Urban Cooperation Act, PA 7 of 1967, Extra Session, as amended ("Act 7"), provides that a public agency may enter into an interlocal agreement with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

The City of Ferndale Downtown Development Authority ("DDA") was duly established pursuant to PA 197 of 1975, as amended ("Act 197"); and

The City of Ferndale Brownfield Redevelopment Authority ("FBRA") was duly established pursuant to PA 381 of 1996, as amended ("Act 381"); and

The DDA and FBRA are each considered a "public agency" under Act 7; and

The FBRA has the authority to pay for eligible activities on eligible property and capture tax increment revenues generated by the levy of taxes via brownfield plans approved pursuant to and as described in Act 381; and

The DDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on parcels within the Development Area pursuant to the Development and Tax Increment Financing Plan for the Development Area (the "TIFA Plan"), as approved by the Ferndale City Council on July 14, 1980, and as permitted under Act 197; and

The FBRA has recommended Council approval of a brownfield plan for eligible properties located at 430 West Nine Mile Road (Sidwells #24-25-27-355-017; #24-25-27-355-020; #24-25-27-355-018) ("the Property"), which lies within the boundary of the Development Area set forth in the approved TIFA Plan; and

The DDA and FBRA desire to enter into this Interlocal Agreement to provide for the capture and use of the tax increment revenues of the DDA and FBRA to pay the costs of the Act 381 eligible activities related to the brownfield plan approved by the FBRA and the City of Ferndale on the Property which lies within the boundary of the Development Area.

THEREFORE, the parties agree as follows:

1. Transfer and Use of Tax Increment Revenues. Upon approval by the DDA and FBRA and written notification to the City of Ferndale, the tax increment revenues captured by the DDA and FBRA which are generated by the levy of ad valorem and specific local taxes on the Property which are identified within an approved Act 381 brownfield plan shall be transferred to the FBRA to pay approved eligible activities. This action shall only be authorized on this individual project and shall require an affirmative vote of both the DDA and FBRA, as well as written notification to the City of Ferndale. Upon approval of this specific project, a report of approved eligible activity costs with estimated tax increment revenues to be captured and transferred, and any development or reimbursement agreements shall be placed on file with both the DDA and FBRA and the City of Ferndale.

2. Limitation to Tax Increment Revenues from Property. The DDA and FBRA shall only use tax increment revenues generated by the identified eligible property to pay for approved eligible activity costs and other uses authorized by Act 381 and the approved brownfield plan, and neither party shall be required to use other revenues generated by virtue of other properties or projects other than the identified eligible property. Upon conclusion or dissolution of the brownfield plan, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Tax Increment Financing Plan. The parties agree tax increment revenues captured by the DDA and generated by the levy of the ad valorem and specific local taxes on the Property shall only be used for reimbursement of eligible activities in the amount identified in the approved Act 381 brownfield plan and in no case longer than fifteen (15) years.
3. FBRA as Agent Under This Agreement. The parties designate the FBRA as the agent for collection, and disbursement of all tax increment revenues generated by the Property until such time all obligations of the approved brownfield plan have been satisfied.
4. FBRA as Agent Under Development or Reimbursement Agreements. The parties agree to designate the FBRA as agent to enforce the terms of any Development or Reimbursement agreement executed with outside parties related to the Property.
5. Effective Date. The Agreement shall commence upon its approval by the legislative bodies of the DDA and FBRA and duly executed by their authorized representatives and filed with the County Clerk and Secretary of State of the State of Michigan as required by Act 7. This Agreement may be terminated by either party only after the conclusion of repayment of approved eligible activity costs and other uses authorized by Act 381 set forth in the approved brownfield plan or dissolution of the brownfield plan.
6. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

The FBRA and DDA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page after holding at least 1 public hearing. Notice of the hearing was given in the same manner provided by the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

This Agreement was approved by the City of Ferndale FBRA and the Chair and Secretary were authorized to sign this Agreement on the _____ day of _____, 20__ and was signed by the Chair and Secretary on the _____ day of _____, 20__.

Witnesses

CITY OF FERNDAL
BROWNFIELD REDEVELOPMENT AUTHORITY

Chair

Secretary

SWORN TO and subscribed before me, a Notary Public, in the County of Oakland, this _____ day of _____, 20__.

Notary Public: _____

My commission expires: _____

Acting in the County of _____.

This Agreement was approved by the City of Ferndale DDA and the Chair and Secretary were authorized to sign this Agreement on the _____ day of _____, 20__ and was signed by the Chair and Secretary on the _____ day of _____, 20__.

Witness

CITY OF FERNDAL
DOWNTOWN DEVELOPMENT AUTHORITY

Chair

Secretary

SWORN TO and subscribed before me, a Notary Public, in the County of Oakland, this _____ day of _____, 20__.

Notary Public: _____

My commission expires: _____

Acting in the County of _____.

Table 1: 430 9 Mile, Ferndale Eligible Activities Cost Estimates			
Item/Activity	Total Request	MSF Act 381 Eligible Activities	MDEQ Act 381 Eligible Activities
Baseline Environmental Assessments			
Phase II ESA	\$ 5,355		\$ 5,355
Baseline Environmental Assessments Sub-Total	\$ 5,355		\$ 5,355
Demolition			
Pre-Demolition Survey	\$ 5,000	\$ 5,000	
Building Demolition	\$ 45,000	\$ 45,000	
Foundation Removal	\$ 20,000	\$ 20,000	
Fill/Compaction/Rough Grading to Balance Site Where Building was Located	\$ 10,000	\$ 10,000	
Removal of Parking Lots	\$ 10,000	\$ 10,000	
Removal of Curbs and Gutters	\$ 10,000	\$ 10,000	
Removal of Sidewalks	\$ 10,000	\$ 10,000	
Removal of paved Alley	\$ 15,000	\$ 15,000	
Fees related to Demolition Engineering and Design	\$ 5,000	\$ 5,000	
Demolition Sub-Total	\$ 130,000	\$ 130,000	
Asbestos Activities			
Asbestos Survey, Sampling, and Reporting Work	\$ 2,595	\$ 2,595	
Asbestos Abatement	\$ 30,000	\$ 30,000	
Asbestos Activities Sub-Total	\$ 32,595	\$ 32,595	
Infrastructure Improvements			
Urban Storm water Management System	\$ 100,000	\$ 100,000	
Parking Structure	\$ 1,200,000	\$ 1,200,000	
Curbs and Gutters	\$ 10,000	\$ 10,000	
Sidewalks	\$ 15,000	\$ 15,000	
Public Lighting	\$ 20,000	\$ 20,000	
Landscaping in ROW and Public Park	\$ 50,000	\$ 50,000	
Public Seating	\$ 20,000	\$ 20,000	
Paving Public Alley	\$ 60,000	\$ 60,000	
Infrastructure Sub-Total	\$ 1,475,000	\$ 1,475,000	
Site Preparation			
Temporary Construction Access/Roads	\$ 2,000	\$ 2,000	
Temporary Traffic Control	\$ 4,500	\$ 4,500	
Temporary Erosion Control	\$ 4,500	\$ 4,500	
Temporary Site Control (fencing, gates, signage, and/or lighting)	\$ 5,000	\$ 5,000	
Temporary Facility	\$ 20,000	\$ 20,000	
Land Balancing	\$ 100,000	\$ 100,000	
Grading	\$ 15,000	\$ 15,000	
Relocation of Active Utilities (Electric, Gas, Water, Sewer)	\$ 150,000	\$ 150,000	
Site Preparation Sub-Total	\$ 301,000	\$ 301,000	
Preparation of Brownfield Plan and Act 381 Workplan			
Brownfield Plan	\$ 12,000	\$ 12,000	
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 12,000	\$ 12,000	
Eligible Activities Sub-Total	\$ 1,955,950	\$ 1,950,595	\$ 5,355
15% Contingency*	\$ 290,789	\$ 290,789	
Developer Eligible Reimbursement Total	\$ 2,246,739	\$ 2,241,384	\$ 5,355
TIF Capture for Local Site Remediation Revolving Fund	\$ 607,411	\$ -	\$ -
Total	\$ 2,854,150	\$ 2,241,384	\$ 5,355

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Baseline Environmental Assessments

Tax Increment Financing Estimates:
Table 2

		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Combined Taxable Value		\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950	\$ 344,950
Projected Taxable Value (estimated annual increase of 1%)			\$ 2,500,000	\$ 3,000,000	\$ 3,500,000	\$ 3,535,000	\$ 3,570,350	\$ 3,606,054	\$ 3,642,114	\$ 3,678,535	\$ 3,715,321	\$ 3,752,474
Incremental Difference (Projected Tax Value <i>minus</i> Existing Tax Value)			\$ 2,155,050	\$ 2,655,050	\$ 3,155,050	\$ 3,190,050	\$ 3,225,400	\$ 3,261,104	\$ 3,297,164	\$ 3,333,585	\$ 3,370,371	\$ 3,407,524
Local Taxes - Millage												
County Operating	4.0900	\$ 1,411	\$ 8,814	\$ 10,859	\$ 12,904	\$ 13,047	\$ 13,192	\$ 13,338	\$ 13,485	\$ 13,634	\$ 13,785	\$ 13,937
OCPTA	0.9998	\$ 345	\$ 2,155	\$ 2,655	\$ 3,154	\$ 3,189	\$ 3,225	\$ 3,260	\$ 3,297	\$ 3,333	\$ 3,370	\$ 3,407
OCC	1.5819	\$ 546	\$ 3,409	\$ 4,200	\$ 4,991	\$ 5,046	\$ 5,102	\$ 5,159	\$ 5,216	\$ 5,273	\$ 5,332	\$ 5,390
County PK & REC	0.2410	\$ 83	\$ 519	\$ 640	\$ 760	\$ 769	\$ 777	\$ 786	\$ 795	\$ 803	\$ 812	\$ 821
HCMA	0.2146	\$ 74	\$ 462	\$ 570	\$ 677	\$ 685	\$ 692	\$ 700	\$ 708	\$ 715	\$ 723	\$ 731
City Operating	14.3528	\$ 4,951	\$ 30,931	\$ 38,107	\$ 45,284	\$ 45,786	\$ 46,294	\$ 46,806	\$ 47,324	\$ 47,846	\$ 48,374	\$ 48,908
Refuse Disposal	2.1527	\$ 743	\$ 4,639	\$ 5,716	\$ 6,792	\$ 6,867	\$ 6,943	\$ 7,020	\$ 7,098	\$ 7,176	\$ 7,255	\$ 7,335
Library-Oper.	0.9474	\$ 327	\$ 2,042	\$ 2,515	\$ 2,989	\$ 3,022	\$ 3,056	\$ 3,090	\$ 3,124	\$ 3,158	\$ 3,193	\$ 3,228
ISD Voted	3.1634	\$ 1,091	\$ 6,817	\$ 8,399	\$ 9,981	\$ 10,091	\$ 10,203	\$ 10,316	\$ 10,430	\$ 10,545	\$ 10,662	\$ 10,779
ISD Allocated	0.1999	\$ 69	\$ 431	\$ 531	\$ 631	\$ 638	\$ 645	\$ 652	\$ 659	\$ 666	\$ 674	\$ 681
City Oper.-Voted	4.4552	\$ 1,537	\$ 9,601	\$ 11,829	\$ 14,056	\$ 14,212	\$ 14,370	\$ 14,529	\$ 14,690	\$ 14,852	\$ 15,016	\$ 15,181
Library-Voted	0.9868	\$ 340	\$ 2,127	\$ 2,620	\$ 3,113	\$ 3,148	\$ 3,183	\$ 3,218	\$ 3,254	\$ 3,290	\$ 3,326	\$ 3,363
Total Local Taxes (capturable)	33.3855	\$ 11,516	\$ 71,947	\$ 88,640	\$ 105,333	\$ 106,501	\$ 107,682	\$ 108,874	\$ 110,077	\$ 111,293	\$ 112,522	\$ 113,762
School Taxes												
School Operating	18.0000	\$ 6,209	\$ 38,791	\$ 47,791	\$ 56,791	\$ 57,421	\$ 58,057	\$ 58,700	\$ 59,349	\$ 60,005	\$ 60,667	\$ 61,335
SET	6.0000	\$ 2,070	\$ 12,930	\$ 15,930	\$ 18,930	\$ 19,140	\$ 19,352	\$ 19,567	\$ 19,783	\$ 20,002	\$ 20,222	\$ 20,445
Total School Taxes	24.0000	\$ 8,279	\$ 51,721	\$ 63,721	\$ 75,721	\$ 76,561	\$ 77,410	\$ 78,266	\$ 79,132	\$ 80,006	\$ 80,889	\$ 81,781
Total Capturable Millages	57.3855	\$ 19,795	\$ 123,669	\$ 152,361	\$ 181,054	\$ 183,063	\$ 185,091	\$ 187,140	\$ 189,209	\$ 191,299	\$ 193,410	\$ 195,542
Non-Capturable Millages												
School Debt Service	7.0000	\$ 2,415	\$ 15,085	\$ 18,585	\$ 22,085	\$ 22,330	\$ 22,578	\$ 22,828	\$ 23,080	\$ 23,335	\$ 23,593	\$ 23,853
Debt Service	6.4565	\$ 2,227	\$ 13,914	\$ 17,142	\$ 20,371	\$ 20,597	\$ 20,825	\$ 21,055	\$ 21,288	\$ 21,523	\$ 21,761	\$ 22,001
Zoo Authority	0.0998	\$ 34	\$ 215	\$ 265	\$ 315	\$ 318	\$ 322	\$ 325	\$ 329	\$ 333	\$ 336	\$ 340
Art Institute	0.1996	\$ 69	\$ 430	\$ 530	\$ 630	\$ 637	\$ 644	\$ 651	\$ 658	\$ 665	\$ 673	\$ 680
Total Non-Capturable Millages	13.7559	\$ 4,745	\$ 29,645	\$ 36,523	\$ 43,401	\$ 43,882	\$ 44,368	\$ 44,859	\$ 45,355	\$ 45,856	\$ 46,362	\$ 46,874
Total Millages	71.1414	\$ 24,540	\$ 153,313	\$ 188,884	\$ 224,455	\$ 226,945	\$ 229,459	\$ 231,999	\$ 234,565	\$ 237,156	\$ 239,773	\$ 242,416
Total Local Yearly Incremental Taxes		\$ 71,947	\$ 88,640	\$ 105,333	\$ 106,501	\$ 107,682	\$ 108,874	\$ 110,077	\$ 111,293	\$ 112,522	\$ 113,762	
Total School Yearly Incremental Taxes		\$ 51,721	\$ 63,721	\$ 75,721	\$ 76,561	\$ 77,410	\$ 78,266	\$ 79,132	\$ 80,006	\$ 80,889	\$ 81,781	
3 Mills from SET to State Brownfield Fund		6,465	7,965	9,465	9,570	9,676	9,783	9,891	10,001	10,111	10,223	
Total Combined Yearly Captured Taxes		\$ 117,203	\$ 144,396	\$ 171,589	\$ 173,492	\$ 175,415	\$ 177,357	\$ 179,318	\$ 181,299	\$ 183,299	\$ 185,320	
Cumulative Combined Captured Taxes		\$ 117,203	\$ 261,600	\$ 433,189	\$ 606,681	\$ 782,096	\$ 959,453	\$ 1,138,771	\$ 1,320,069	\$ 1,503,369	\$ 1,688,689	
MDEQ Reimbursed Expenses												
Local Taxes			163	200	238	241	243	246	249	251	254	257
School Taxes			117	144	171	173	175	177	179	181	183	185
Total			279	344	409	414	418	423	427	432	437	442
Unreimbursed MDEQ Eligible Expenses		5,355	5,076	4,731	4,323	3,909	3,491	3,068	2,641	2,209	1,772	1,330
MSF Reimbursed Expenses												
Local Taxes			68,024	83,806	99,588	100,693	101,809	102,936	104,074	105,224	106,385	107,558
School Taxes			48,900	60,246	71,592	72,386	73,188	73,998	74,816	75,643	76,477	77,321
Total			116,924	144,052	171,180	173,079	174,997	176,934	178,891	180,867	182,862	184,878
Unreimbursed MSF Eligible Expenses		2,241,384	2,124,460	1,980,408	1,809,228	1,636,149	1,461,152	1,284,218	1,105,328	924,461	741,599	556,721
Local Site Remediation Revolving Fund Capture												
Local Taxes												

Tax Ratio	Millages	Percentage
Local Tax	33.3855	58.18%
School Tax	24.0000	41.82%
Total	57.3855	100.00%

Total eligible expense ratio		
MSF	\$ 2,241,384	99.76%
MDEQ	\$ 5,355	0.24%
Local	\$ -	0.00%
Total	\$ 2,246,739	100.00%

Eligible activity school/local reimbursement breakdown			
	Local	School	Total
MSF	\$1,303,983	\$937,401	\$ 2,241,384
MDEQ	\$3,115	\$2,240	\$ 5,355
Total	\$1,307,099	\$939,641	\$ 2,246,739



MEMO

To: DDA Board of Directors

From: Barry Hicks, Ferndale DDA Executive Director

CC: none

Date: 04/07/16

Re: Operations Manager Employment Contract

Overview of Position and Proposed Contract Details

The goal of the Operations Manager is to oversee general efficiency, effectiveness and the day-to-day operations of the Ferndale DDA. The position is responsible for finding ways to make the DDA more productive by providing effective methods in its business operations. The position usually prepares program budgets, facilitates several programs around the company, controls inventory, handles logistics and supervises support staff or interns. The Operations Manager will work to provide a work environment that engenders positive energy, creativity and teamwork among employees; and to create an efficient, effective, responsive and friendly office environment for its volunteers, businesses and consumers.

Cinthia Willcock is being recommended for the position. She was previously appointed the Operations Manager position prior to her appointment as the Interim Executive Director during the DDA Board's search for a new Executive Director in 2015. In an effort to align the DDA staff's salary and benefits packages with regard to similar full-time non-union employees at the City, the Executive Director is recommending some adjustments. First, would be a 5% increase in salary to represent a raise during the past fiscal year of 2%, plus an additional 3% to cover the match required to participate in the City's retirement program. The 3% would be used as match of which an additional 7% would be matched by the DDA. Second is an alignment of vacation time and personal time for a full-time employee with three or more years of employment. Similar non-union employees with employment for three or more years through the City receive 15 paid days of paid vacation (presently Ms. Willcock receives 10 days) and 3 days of paid personal time (presently Ms. Willcock receives none). Next, the amount of sick time that she can accrue is not capped at this time; non-union employees though the City earn 8 hours of sick time per month and have a cap of 480 hours and can be paid out for ½ of those hours upon retirement. A similar package is being proposed. Finally, Ms. Willcock would be permitted to voluntarily make a contribution to a long term disability program if desired. Her salary will be adjusted to reflect the amount in the contract during the next regular pay period. Other new benefits will be effective July 1st, 2016.

Recommended Action

To AUTHORIZE the Executive Director and Chairman to sign the employment agreement with the Operations Manager as presented; subject to minor modification by the City Attorney to effectuate the agreement.

Attached: Operations Manager Employment Agreement

AT-WILL EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT (this “Agreement”) is executed this 14th day of April, 2016 by and between FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter referred to as the “Authority”) and Cinthia Willcock (hereinafter referred to as “**Operations Manager**” or “Employee”) and sets forth the Operations Manager’s employment relationship with the Authority.

NOW, THEREFORE, in consideration of the Authority’s payment of wages and benefits as more fully described below, the employment of Willcock as Operations Manager, together with the mutual agreements set for below and other good and valuable consideration, Employee agrees, as a term of their employment with the Authority in this position, to the following:

1. At-Will Employee. The Operations Manager’s employment with the Authority is on an AT-WILL basis, which means that there is no obligation on either the Authority or Employee for continued service and that either the Authority or Employee may terminate the employment relationship at any time for any reason or for no reason. It is mutually agreed that this Agreement supersedes and extinguishes any and all previous employment contracts between the Operations Manager and the Authority and that no employment commitment (verbal or otherwise) for employment shall be valid or binding on the Authority or Employee unless it is expressly set forth in a written document and duly executed by the Operations Manager and an authorized officer of the Authority.

2. Position and Duties.

1.1 During the Employment Period, the Operations Manager shall have those duties, responsibilities and authority, subject to the direction of the Executive Director, as described on Exhibit A.

1.2 The Operations Manager shall report to the Executive Director and shall devote their best efforts and substantially all of their active business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Authority. The Operations Manager shall perform their duties and responsibilities to the best of their abilities in a diligent and professional manner.

1.3 The foregoing restrictions shall not limit or prohibit the Operations Manager from engaging in passive investment, inactive business ventures and community, charitable and social activities not directly or indirectly interfering with the Operations Manager’s performance and obligations hereunder.

3. Restrictive Covenants.

3.1. The Operations Manager shall not engage in or have any financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities to the Authority. Moreover, the Operations Manager shall not use their position to benefit either himself or any other third party in any matter or relationship that may not be in the best interest of the Authority or the City of Ferndale.

3.2. The Operations Manager shall not solicit, accept, or agree to accept anything of value from any private interest or under any circumstance that could reasonably be expected, or interpreted to influence the manner in which the Operations Manager performs work or makes decision on behalf of the Authority.

3.3. The Operations Manager shall not promise or give something of value to anyone doing or seeking to do business with the Authority outside of the scope of their job description in order to influence them in matters relating to the Authority.

3.4. The Operations Manager shall select vendors based on the best interests of the Authority and not on personal or other relationships.

4. Expense Reimbursement. The Authority shall pay or reimburse the Operations Manager for any reasonable expenses incurred in any one (1) month by them on behalf of the Authority in the performance of their duties during their employment with the Authority; provided that he/she shall submit to the Authority all documentation of such expenses necessary for tax purposes and comply with such guidelines regarding expenses as the Authority may from time-to-time establish.

5. Compensation and Benefits.

5.1. During the Employment Period, the Operations Manager's salary will be Forty-Thousand, Five-Hundred and Eighteen Dollars and 40/100 (\$40,518.40) starting March 13, 2016. Subsequent salary increases, if any, will be at the sole and absolute discretion of the Executive Director. The Operations Manager's salary, and such other compensation, if any, shall be payable in regular installments in accordance with the Authority's general payroll practices.

5.2. In addition, during the Employment Period, the Operations Manager shall be entitled to participate in the employee benefit programs identified on Exhibit B attached hereto and by this reference incorporated herein.

5.3. During the Employment Period, The Operations Manager Shall be entitled to personal time off as described in Exhibit B. The Operations Manager may not carry forward any unused personal time into subsequent years.

6. Performance Review. The Operations Manager's work performance shall be reviewed in December 2016 and annually thereafter. Upon the completion of each performance review, the Executive Director will decide whether to maintain or modify the then existing salary and benefits provided to the Operations Manager hereunder. Any such modification to the Salary and Benefits shall automatically amend the terms of this Agreement without any further action of the parties hereto.

7. Miscellaneous.

7.1. Assignment. Any attempt by Employee to assign their rights or delegate their duties under this Agreement without the prior written consent of the Executive Director will be void. This Agreement shall inure to the benefit of and shall be binding upon the Authority and its successors and assigns, and shall inure to the benefit of and be binding upon Employee and their personal representatives, successors-in-interest and permitted assigns.

7.2. Governing Law. This Agreement shall be governed by and construed under Michigan law, without regard to conflict of laws principles.

7.3. Entire Agreement. This Agreement is the exclusive statement of the agreement between the parties concerning the subject matter hereof. It may not be changed orally, but only by a written agreement signed by the party against whom enforcement of any waiver, change, modification or discharge is sought; provided that no such written agreement shall be binding against the Authority unless authorized by the Authority.

7.4. Severability. The provisions of this Agreement will be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.

7.5. Representation and Warranty. Subject to the following paragraphs, the Operations Manager represents and warrants that they have the right to enter into and perform their obligations under this Agreement and that they are not currently, and will not during their employment, become a party to or bound by any agreement or understanding, written or otherwise, which would in any way restrict or conflict with their performance under this Agreement.

7.6. Effectiveness; Prior Agreement. This Agreement shall become effective only upon execution by all of the parties hereto. Upon such execution, this Agreement shall be deemed to terminate and supersede, without any further liability on the part of any party thereto, any existing agreements between the Operations Manager and the Authority or any of its affiliates, written or verbal.

Please execute the duplicate copy of this Agreement signifying acceptance of any and all provisions contained herein.

EMPLOYEE:

OPERATIONS MANAGER

Cinthia Willcock

AUTHORITY:

FERNDALÉ DOWNTOWN
DEVELOPMENT AUTHORITY

Dean Bach, Chairperson

EXECUTIVE DIRECTOR:

Barry Hicks, Executive Director

EXHIBIT A

DUTIES AND RESPONSIBILITIES

Job Summary for Operations Manager

The goal of the Operations Manager is to oversee general efficiency, effectiveness and the day-to-day operations of the Ferndale DDA. The position is responsible for finding ways to make the DDA more productive by providing effective methods in its business operations. The position usually prepares program budgets, facilitates several programs around the company, controls inventory, handles logistics and supervises support staff or interns. The Operations Manager will work to provide a work environment that engenders positive energy, creativity and teamwork among employees; and to create an efficient, effective, responsive and friendly office environment for its volunteers, businesses and consumers.

The position is responsible for the volunteer, data, office and event management of the DDA as directed by the Executive Director. Develops and implements all support materials and services relative to this position.

This position is directly responsible for the coordination and support of the Organization and Promotions Committees of the DDA. The position also supports the Business Development Committee, Design Committee and Parking Committee with special projects where appropriate, creating cross-committee general efficiencies and other duties as identified in the description below or as assigned by the Executive Director.

The position is responsible for coordinating and assisting the DDA staff, Executive Director, Board of Directors and volunteers on their functions of the DDA. The position directly assists the Executive Director with projects, programs and scheduling.

The position is responsible for directly working with the DDA businesses and property owners pertaining to data collection, account management, volunteerism opportunities, and business assistance needs. The position will coordinate with and assist DDA Staff and Executive Director in communicating to businesses, consumers and volunteers the activities of the DDA or other critical information necessary.

Operations manager is a representative of the Ferndale DDA at committee meetings and functions, and in doing so, must discuss the various objectives and plans the organization has in store to make the DDA more successful. The Operations Manager will have a strong leadership background and must know how to handle problems quickly and efficiently. In addition, the manager must have great communication skills.

Primary Relationships

The position reports to and is directly supervised by the Executive Director and serves as a team member of the DDA Staff.

This position participates with the Board of Directors, Executive Director, DDA Staff and volunteer committees in strategically planning and implementing the objectives of the DDA, assuring its accountability to all constituencies, and ensuring its effective operation.

Position provides monthly reports to the DDA Board of Directors on program progress or efficiencies and policies needed.

Internally, the position has primary working relationships with the Executive Director and DDA Staff.

Externally, the position coordinates with volunteers, DDA business owners and property owners, residents and city departments to effectively engage the DDA.

Key Responsibilities

Responsible for creating, implementing and measuring the success of:

- **Volunteer Recruitment & Management**
 - Create and manage a comprehensive volunteer management program that educates and engages all stakeholders in the revitalization of Downtown Ferndale and fulfills the volunteer needs of the Ferndale DDA.
 - Create and implement a work plan management system
 - Recruit, maintain and nurture volunteers in accordance with the goals and objectives of the DDA and management program.
- **Database Maintenance and Management**
 - Maintain and manage all database information for the Ferndale DDA, including but not limited to the business, property, Board and committee, volunteer, stakeholder, consumer and online/web databases.
- **Account Management**
 - Provide bookkeeping of the Ferndale DDA account and any accounts the DDA manages. Accurately track expenses and income, manage billing of customers, and deposits. Coordinate the payment of bills and the preparation of financial reports with the DDA Executive Director. A monthly report of activities shall be provided to the DDA Executive Director and DDA Board of Directors.
 - Develop Procedures for sales and sponsorships tracking and collection
 - Track and organize consignment sales
 - Create and manage a purchase order management system
 - Implement elements of Auto Parking Fund Plan, including, but not limited to parking pass sales and tracking; meter collections oversight and tracking; parking ticket fine, box collection, deposits, management and tracking; enforcement support team and account reports.
- **Appearance Review & BUILD Management**
 - Manage Appearance Review and BUILD Program applicants, and support Executive Director with processing the applications and supporting documentation.

■ Office Management

- Run an effective office through management of office supplies, equipment and maintenance.
- Serve as primary customer support representative for the office fulfilling client relations when other support staff is unavailable.
- Supervise and direct administrative duties, filing, recording of minutes and meeting notices, collating and assembling promotional or information items.
- Manage intern and temporary staffing for administrative assistance, collateral and support services

■ Operations Management

- Prepare and record the minutes for the DDA Board of Directors meeting
- Assist with management of maintenance and landscaping crews for Downtown Ferndale
- Support the Executive Director in all aspects of the DDA's Goals and Objectives and assist in task managing projects.
- Support a comprehensive marketing, communications and public relations program that will enhance the DDA's image and position with all constituencies, both internal and external.
- Track and manage distribution of all DDA publications, including, but not limited brochures, posters and business guide.
- Develop operational manuals for office, volunteer, customer support and downtown operations
- Develop policies in the workplace to ensure effective implementation and adherence among each and every employee in the organization.
- Research & analytics assistance

■ Special Event Management

- Event Management of all DDA organized events, including, but not limited to Third Thursdays, Fido Does Ferndale, Holiday Ice Festival, Green Week, ARTWN,:
 - Event Planning & Oversight
 - Logistics
 - Sponsorship Development & Recruitment
 - Participant/Vendor Recruitment
 - Volunteer Plans & Management
- Supervise fund development for special events and programs as outlined in the DDA's annual budget. Solicit sponsors and recruit businesses for their participation in programs and events, based on a Sponsor Management Team Approach developed by the DDA Executive Director and assisted by this position.
- Coordinate with Communications & Marketing Manager on all communication vehicles for events, marketing, advertising and promotional materials.
- Assist with other third party event organizers to oversee volunteer relations for including, but not limited to: Ferndale Pub Crawl, Blues Festival, Ferndale Pride, Green Cruise, DIY Street Fair & Ferndale Funky Art Show, Dream Cruise, Chamber of Commerce and Woodward Avenue Action Association events.

- Serve as representative of the Executive Director on City of Ferndale Special Events Committee.

■ **Committee Management**

- The position is responsible for the coordination and support of the:
 - Organization Committee of the DDA, which is focused on the volunteer management, fund raising, fiscal management and organizational communication of the Ferndale DDA.
 - Promotions Committee of the DDA, which is focused on the special events, marketing and promotions of Downtown Ferndale
 - Business Development Committee of the DDA, which is focused on identifying market potential, financial incentives, private/public infrastructure projects, and business retention and attraction.
- The position is responsible for overseeing the goals and objectives and administrative operations, but not limited to preparing an annual budget, meeting agendas, and maintaining regular contact with committee members of the Organization and Promotions Committee to increase efficiencies and effectiveness of the committees.
- Coordinate the implementation of all aspects of the Organization and Promotions Committee plan. Direct and assist volunteer committees for each event or project. Maintain complete records/files on all events and activities.
- Staff lead on FernNet and assisting volunteer sub-committee chair

EXHIBIT B

EMPLOYEE BENEFITS PROGRAMS

Pension, subject to change:

- 401 (a) ICMA 7% Contribution by DDA, 3% Contribution Employee
(50% Vested at 3 years, 75% Vested after 4 years, 100% after 5 years)
- 457 (b) ICMA Deferred Comp. Voluntary Employee Contribution
- ROTH IRA Voluntary Contribution

Health Care, Dental, Vision and Hospital Waivers will be the same as all non-union employees of the City of Ferndale. At the time of the contract they are as follows and may change subject to the discretion of City Council. Subject to future change, the benefits are currently:

Health Care:

- Community Blue 4 80%/20% Co Insurance
- \$30 Office Visit/Urgent
- \$150 Emergency Room Co pay
- \$5/\$40/\$80 Drug Card

Dental: BCBS Community Dental 3 -100/75/75 Co-pay
\$1,100 Max

Vision: BCBS Blue Vision 24/24/24 \$5 co-pay for exam \$10 co pay glasses or contacts
One exam and one pair of glasses or contacts in any 24 consecutive months

Hospital Waiver: Employees may choose to take a waiver if they have health care from somewhere else. Employee must show proof of coverage

- Single: \$1,200
- Couple \$3,000
- Family \$4,000

Flexible Spending: Employee may elect on an annual basis to voluntarily contribute to a health care reimbursement and/or dependent reimbursement program.

AFLAC: Voluntary supplemental Insurance

Life Insurance \$40,000 Life AD&D Benefit

Holidays: 13 Paid Holidays (Same as City, and subject to change by the City)

Time Off

Employee Full-Time Hire Date: July 1, 2013

Time off, as described below, shall be subject to change per the City Personnel Policy for full-time non-union employees.

The time-off benefits listed in this exhibit will take effect starting July 1, 2016. Previous vacation and personal time accrued up to that point will not carry-over once these benefits are in effect.

Reset Date

The reset date will be each anniversary of the employees full-time hire date as listed above.

Vacation and Personal Time-Off will reset on the employees hire date each year. There will be no carry-over of unused time unless permitted by the DDA Executive Director. Employee must make a written request 30 days prior to the reset date if they desire to exercise a roll-over. Employees are encouraged to take paid time off throughout the year.

Vacation: 15 paid days

Personal Time Off: 3 paid days

Holidays: 13 Paid Holidays (Same as City, and subject to change by the City)

Sick Time: Accrues at the rate of 8 hours (1 day) per month
Accumulation of sick time is capped at 480 hours (60 days)
½ of accrued sick time may be paid upon retirement from the Authority up to a maximum of 240 hours (30 days)



MEMO

To: DDA Board of Directors

From: Barry Hicks, Ferndale DDA Executive Director

CC: none

Date: 04/07/16

Re: Budget – FY 15-16 Adjustments and FY 16-17 Recommendations

Budget Process

Each year the City Council is tasked with amending and approving budgets for the current and upcoming fiscal years. By Charter, they are required to pass an approved budget before the end of April each year.

In addition, the City has started using new budget software which has required that we accommodate some learning curves during this period of transition. While staff at the DDA and the City strive to be as accurate as possible, until personnel has a full-understanding of the new system and until it is up and running at 100%, there will be some errors and adjustments along the way. The budgets presented to you today are as accurate as possible given some delay in data entry through the new budget software as well as some occasional access issues. These issues have been worked out along the way, but may have some impact. Staff worked with Human Resources and Finance Departments to assure that every effort was made to make the numbers as accurate as possible regarding personnel estimates and operating costs.

Estimates and recommendations are always based on worst-case-scenarios. For example, we project low revenues for TIF capture and contributions. These likely will be higher than what is shown. We predict higher-than-average costs for certain line items like 'public improvements' or 'office supplies' because of the nature of what is purchased out of these funds (such as repayment for the build program or new banners, respectively).

If the DDA Board of Directors approves these amendments and proposed budget today, they will go before City Council at their regular meeting on April 25, 2016 for formal approval.

Fiscal Year 2015-16 Proposed Budget Adjustments

Let's start with your current cash & assets. Presently, you have a cash fund balance of \$519,708. That is your 'money-in-the-bank,' so to speak. Think of this like your savings account. Not reflected on any of the budget worksheets is your capital assets which is presently valued at \$130,000. These are things you own around town like park benches, lights, infrastructure and so on.

****IMPORTANT NOTE:** The column marked '2015-16 Actual in BS&A' is not up to date. There has been a delay in finance entering approved expenditures from paid invoices. The plan is that eventually the City will allow individual department access to enter expenditures as they are paid. For now, this is not the case and entries are made by only a few people in the finance department for every department in the entire city. This causes delays in data entry, but is necessary since not everyone is trained on how to use the software at this time. Because of this, the 'current available balance' and '% budget used' columns are also going to be inaccurate. The recommended amendments to the budget is based on staff's best estimation based on our own independent tracking of data that is not in sync with the City's new finance software.

Your current FY 15-16 revenues are optimistically projected to be around \$570,380. I am recommending this be reduced to \$558,615 based on the assumption we will not exceed \$45,000 in donations this year. This is a pessimistic figure and you likely will exceed it, but again, this budget is proposed as a worst-case-scenario.

Some notable adjustments:

- Account #740 Operating Supplies – This has been reduced from \$56,700 to \$35,000 cutting out expenses to replace banners, damaged street lamps and other capital items.
- Account #873 Training/Education – increased from \$8,400 to \$15,000; It appears some former Main Street Conference items were not covered in the previous fiscal year and were allocated to this account. In addition, staff will attend this year's Main Street conference. This recommendation is likely high due to no other board members attending the Main Street Conference this year.
- Account #818 Contractual Services – increased from \$37,500 to \$67,100 to cover contract with Pitch Black, AdviCoach, and Customer Relationship Management licenses which were not accurately accounted for before.
- Account #958 Memberships and Dues – increased due to new memberships; American Planning Association (APA)/Michigan Association of Planning (MAP); Michigan Municipal League (MML)
- Account #974 Public Improvements – increased from \$15,000 to \$18,380 to accommodate Build Program applicants.

Originally the FY 15-16 budget showed a loss (dipping into cash reserves) of -\$62,254. The proposed amendment shows a loss of -\$11,873. If staff is conservative for the remainder of the year and contributions are higher, we may not have to dip into cash reserves at all.

Fiscal Year 2016-17 Proposed Budget Recommendations

Like the recommended amended budget, the proposed FY 2016-17 budget is a worst-case-scenario. In all likelihood, if we partner with a third party to run events or are fortunate enough to gain more sponsorships, our 'contributions' line item could go up. Also, due to a rise in property values, our actual 'property taxes' and 'voted property taxes' revenue items will likely be higher than what is presented.

Some notable changes:

- Account #706 thru #725 Personnel – A third full-time position is proposed. The specific position and duties is not proposed at this time, however, we are proposing the financial resources be considered in the event a third full-time employee is hired. If it is determined at a later time that we do not need a third full-time employee, we can always amend the budget and remove the position. This is being proposed for now based on previous discussions regarding needing more assistance with administrative work, social media and marketing, volunteer recruitment, and increasing sponsorships.
- Account #740 Operating Supplies – this budget is substantially reduced. Most of the expensive items paid for from this line item are repairs and maintenance of outdoor items (benches, lamp posts, fencing, signs, sidewalks, music equipment, ect.) and purchasing new items (banners, decorations, ect.). We will have to be frugal with these items going forward.
- Account #818 Contractual Services – for now, our consultants, such as Pitch Black and AdvCoach, are paid for from this line item as well as reoccurring monthly expenses for our CRM app, Mailchimp, and other such services. In the future, I would like to break consultants and reoccurring monthly charges as separate line items.
- Account #942 Building Rental – relocating to City Hall will save money on rent, but some funds are still allocated here for the rental of a storage locker.
- Account #961 General Fund Admin Allocation – this is approximately what it will cost on an annual basis to pay for expenses at City Hall such as phones, internet, IT services, data back-up & cloud, utilities, and other related expenses.
- Account #977 Capital Outlay – This line item was for public improvements downtown and has been eliminated for the next fiscal year.

Recommended Action

To APPROVE and recommend that City Council ADOPT the proposed Fiscal Year 2015-16 Amended Budget and proposed Fiscal Year 2016-17 Recommended budget.

Attached: FY 2015-16 Budget Amendments
 FY 2016-17 Proposed Budget

FY 2015-16 PROPOSED AMENDMENTS

GL NUMBER	DESCRIPTION	2015-16 APPROVED BUDGET	2015-16 ACTUAL IN BS&A	CURRENT AVAILABLE BALANCE	% BDGT USED	2015-16 RECOMMENDED AMENDMENT	NOTES
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000-GENERAL							
248-000-402.000	Property taxes	\$ 460,250.00	\$ -	\$ -	0.00%	\$ 460,250.00	
248-000-402.001	Property Taxes - personal	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-402.005	Property Taxes - Loss in Change of PPT	\$ -	\$ 30,618.00	\$ 30,618.00	100.00%	\$ -	
248-000-402.200	Reimbursement for PPT Loss	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-403.100	Property Tax Chargebacks	\$ (10,000.00)	\$ -	\$ -	0.00%	\$ -	
248-000-404.000	Voted Property taxes	\$ 53,365.00	\$ 465,789.73	\$ 465,789.73	100.00%	\$ 53,365.00	*This seems to be missing from BS&A Spreadsheet; YTD info?
248-000-404.001	Voted Property taxes - personal	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-523.000	Federal grant	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-545.000	State grant	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-550.010	State PPT Loss Reimbursement	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-610.000	Participation fees	\$ 2,500.00	\$ -	\$ -	0.00%	\$ -	
248-000-665.000	Interest income	\$ 1,000.00	\$ -	\$ -	0.00%	\$ -	
248-000-675.000	Contributions	\$ 73,265.00	\$ 24,494.64	\$ 24,494.64	100.00%	\$ 45,000.00	*Events
248-000-676.101	General Fund contrb.	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-695.000	Miscellaneous income	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-698.000	Net unrealized gains	\$ (10,000.00)	\$ -	\$ -	0.00%	\$ -	
248-000-699.661	Transfer In from Motor Pool	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-699.677	Transfer In from HR Fund	\$ -	\$ -	\$ -	0.00%	\$ -	
Total Dept 000-GENERAL		\$ 570,380.00	\$ 520,902.37	\$ 520,902.37	100.00%	\$ 558,615.00	
TOTAL Revenues		\$ 570,380.00	\$ 520,902.37	\$ 520,902.37	100.00%	\$ 558,615.00	
Expenditures							
Dept 000-GENERAL							
248-000-706.000	Full Time Personnel	\$ 147,090.00	\$ (67,049.44)	\$ 80,040.56	45.58%	\$ (95,200.00)	
248-000-707.000	Part-Time Personnel	\$ 23,400.00	\$ (10,874.00)	\$ 12,526.00	46.47%	\$ (19,000.00)	
248-000-709.000	Overtime	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-714.000	Holiday Pay	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-714.100	Sick Pay - Annual	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-715.000	Social Security	\$ 12,830.00	\$ (5,961.22)	\$ 6,868.78	46.46%	\$ (8,654.00)	
248-000-716.000	Health - premiums	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-716.100	Health Insurance	\$ 33,250.00	\$ (5,704.54)	\$ 27,545.46	17.16%	\$ (26,000.00)	
248-000-716.110	Health Insurance - EE Contribution	\$ 2,800.00	\$ -	\$ 2,800.00	0.00%	\$ 2,800.00	*Revenue
248-000-716.115	Health Insurance - Retiree	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-716.150	Health Insurance Waiver	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-716.736	Health - OPEB Funding	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-717.000	Life Insurance - EE	\$ 215.00	\$ (52.80)	\$ 162.20	24.56%	\$ (215.00)	
248-000-718.000	Pension- ICMA-RC 401	\$ 6,725.00	\$ (2,164.56)	\$ 4,560.44	32.19%	\$ (4,400.00)	
248-000-719.000	Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-721.000	Longevity	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-725.000	Workers Compensation	\$ 850.00	\$ (588.79)	\$ 261.21	69.27%	\$ (850.00)	
248-000-730.000	Postage, Mail processing	\$ 500.00	\$ -	\$ 500.00	0.00%	\$ (500.00)	
248-000-740.000	Operating Supplies	\$ 56,720.00	\$ (8,934.22)	\$ 47,785.78	15.75%	\$ (35,000.00)	*Items such as banners and holiday decorations included
248-000-747.000	Grant Activity	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-775.000	Repair & Maintenance	\$ 1,374.00	\$ (749.99)	\$ 624.01	54.58%	\$ (1,374.00)	
248-000-802.000	Audit/Actuarial Fees	\$ 1,000.00	\$ -	\$ 1,000.00	0.00%	\$ (1,000.00)	
248-000-818.000	Contractual Services	\$ 37,500.00	\$ (50,247.08)	\$ (12,747.08)	133.99%	\$ (67,100.00)	*PB, Moderator, Sat. Music, Mailchimp, Texting, CRMs
248-000-853.000	Phone/Communications	\$ 3,000.00	\$ (798.99)	\$ 2,201.01	26.63%	\$ (1,500.00)	
248-000-873.000	Training/Education	\$ 8,400.00	\$ (528.75)	\$ 7,871.25	6.29%	\$ (15,000.00)	
248-000-885.000	Special programs	\$ 44,975.00	\$ (20,708.30)	\$ 24,266.70	46.04%	\$ (44,975.00)	
248-000-900.000	Printing & Publishing	\$ 21,780.00	\$ (4,444.40)	\$ 17,335.60	20.41%	\$ (16,000.00)	
248-000-914.000	Liability Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	0.00%	\$ (2,000.00)	
248-000-920.000	Utilities	\$ 21,000.00	\$ (9,407.12)	\$ 11,592.88	44.80%	\$ (21,000.00)	
248-000-931.000	Facilities Maintenance	\$ 134,000.00	\$ (94,213.85)	\$ 39,786.15	70.31%	\$ (134,000.00)	*Worry Free Contract
248-000-940.200	Equipment Leases - Non-City owned	\$ 200.00	\$ -	\$ 200.00	0.00%	\$ (200.00)	
248-000-942.000	Building Rental	\$ 27,500.00	\$ (19,213.85)	\$ 8,286.15	69.87%	\$ (27,295.00)	*Move by end of May - includes 5 months of storage space rental
248-000-943.000	EQUIP RENTAL ALLOC-GENERAL FUND	\$ -	\$ (1,224.24)	\$ (1,224.24)	0.00%	\$ (1,145.00)	
248-000-956.000	Miscellaneous	\$ -	\$ -	\$ -	0.00%	\$ (500.00)	
248-000-958.000	Memberships & Dues	\$ 725.00	\$ (675.00)	\$ 50.00	93.10%	\$ (2,000.00)	*MDA \$200; APA & MAP \$475; MEDA \$270; MML
248-000-961.101	General Fund Admin Allocation	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-968.000	Depreciation Expense	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-970.000	Bad Debt	\$ -	\$ -	\$ -	0.00%	\$ -	
248-000-974.000	Public Improvements	\$ 15,000.00	\$ (13,555.00)	\$ 1,445.00	90.37%	\$ (18,380.00)	*BUILD Program (Magic Bag \$13,555; Howe's Bayou \$4825)
248-000-977.000	Capital Outlay	\$ 30,000.00	\$ (21,360.00)	\$ 8,640.00	71.20%	\$ (30,000.00)	*Includes Office Build-out, DPW, Movers
248-000-996.000	Interest Expense	\$ -	\$ -	\$ -	0.00%	\$ -	
Total Dept 000-GENERAL		\$ 632,834.00	\$ (338,456.14)	\$ 294,377.86	53.48%	\$ (570,488.00)	
TOTAL Expenditures		\$ 632,834.00	\$ (338,456.14)	\$ 294,377.86	53.48%	\$ (570,488.00)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		\$ 570,380.00	\$ 520,902.37	\$ 520,902.37		\$ 558,615.00	
TOTAL EXPENDITURES		\$ (632,834.00)	\$ (338,456.14)	\$ (294,377.86)		\$ (570,488.00)	
NET OF REVENUES & EXPENDITURES		\$ (62,454.00)	\$ 182,446.23	\$ 226,524.51		\$ (11,873.00)	
PROJECTED FUND BALANCE		\$ 457,254.00	\$ 702,154.23	\$ 746,232.51		\$ 507,835.00	
ACTUAL (STARTING) FUND BALANCE		\$ 519,708.00					

Historic Reference
*Note - May 8, 2014 = Motion by Councilman Martin, seconded by Director Bach to extend the duration of the Memorandum of Understanding by and between the Ferndale DDA and Woodward Avenue Action Association for the fulfillment of the MotorCity Mile Project to May 31, 2016, as amended by the agreement between the WA3, MCCH and DDA dated December 30, 2013
*Note - October 9, 2014 = Motion by Director Johnston, seconded by Director Cupples to restrict \$32,623.75 of reserve funds to ARTWN exhibit, purchases, marketing and installation.

FY 2016-17 PROPOSED

		2015-16	2016-17	NOTES
GL NUMBER	DESCRIPTION	CURRENT APPROVED BUDGET	RECOMMENDED BUDGET	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY				
Revenues				
Dept 000-GENERAL				
248-000-402.000	Property taxes	\$ 460,250.00	\$ 462,800.00	
248-000-402.001	Property Taxes - personal	\$ -	\$ -	
248-000-402.005	Property Taxes - Loss in Change of PPT	\$ -	\$ -	
248-000-402.200	Reimbursement for PPT Loss	\$ -	\$ -	
248-000-403.100	Property Tax Chargebacks	\$ -	\$ -	
248-000-404.000	Voted Property taxes	\$ 53,365.00	\$ 53,365.00	
248-000-404.001	Voted Property taxes - personal	\$ -	\$ -	
248-000-523.000	Federal grant	\$ -	\$ -	
248-000-545.000	State grant	\$ -	\$ -	
248-000-550.010	State PPT Loss Reimbursement	\$ -	\$ -	
248-000-610.000	Participation fees	\$ 2,500.00	\$ -	
248-000-665.000	Interest income	\$ 1,000.00	\$ -	
248-000-675.000	Contributions	\$ 73,265.00	\$ 40,000.00	
248-000-676.101	General Fund contrb.	\$ -	\$ -	
248-000-695.000	Miscellaneous income	\$ -	\$ -	
248-000-698.000	Net unrealized gains	\$ -	\$ -	
248-000-699.661	Transfer In from Motor Pool	\$ -	\$ -	
248-000-699.677	Transfer In from HR Fund	\$ -	\$ -	
Total Dept 000-GENERAL		\$ 590,380.00	\$ 556,165.00	
TOTAL Revenues		\$ 590,380.00	\$ 556,165.00	
Expenditures				
Dept 000-GENERAL				
248-000-706.000	Full Time Personnel	\$ (147,090.00)	\$ (144,851.00)	*Three full-time staff
248-000-707.000	Part-Time Personnel	\$ (23,400.00)	\$ -	
248-000-709.000	Overtime	\$ -	\$ -	
248-000-714.000	Holiday Pay	\$ -	\$ -	
248-000-714.100	Sick Pay - Annual	\$ -	\$ -	
248-000-715.000	Social Security	\$ (12,830.00)	\$ (10,594.18)	
248-000-716.000	Health - premiums	\$ -	\$ -	
248-000-716.100	Health Insurance	\$ (33,250.00)	\$ (28,000.00)	*This assumes one FTE has a family
248-000-716.110	Health Insurance - EE Contribution	\$ 1,053.42	\$ 6,365.20	
248-000-716.115	Health Insurance - Retiree	\$ -	\$ -	
248-000-716.150	Health Insurance Waiver	\$ -	\$ -	
248-000-716.736	Health - OPEB Funding	\$ -	\$ -	
248-000-717.000	Life Insurance - EE	\$ (215.00)	\$ (105.00)	
248-000-718.000	Pension- ICMA-RC 401	\$ (6,725.00)	\$ (10,139.58)	
248-000-719.000	Fringe Benefits	\$ -	\$ -	
248-000-721.000	Longevity	\$ -	\$ -	
248-000-725.000	Workers Compensation	\$ (850.00)	\$ (850.00)	
248-000-730.000	Postage, Mail processing	\$ (500.00)	\$ (500.00)	
248-000-740.000	Operating Supplies	\$ (56,720.00)	\$ (42,000.00)	*Items such as banners and holiday decorations are charged here
248-000-747.000	Grant Activity	\$ -	\$ -	
248-000-775.000	Repair & Maintenance	\$ (1,374.00)	\$ (1,374.00)	??? - might be \$0
248-000-802.000	Audit/Actuarial Fees	\$ (1,000.00)	\$ (1,000.00)	
248-000-818.000	Contractual Services	\$ (37,500.00)	\$ (66,200.00)	*PB, Moderator, Sat. Music, Mailchimp, Texting services, CRM
248-000-853.000	Phone/Communications	\$ (3,000.00)	\$ -	*Moved to account 961.101
248-000-873.000	Training/Education	\$ (8,400.00)	\$ (6,000.00)	
248-000-885.000	Special programs	\$ (44,975.00)	\$ (44,975.00)	*Events
248-000-900.000	Printing & Publishing	\$ (21,780.00)	\$ (22,000.00)	
248-000-914.000	Liability Insurance	\$ (2,000.00)	\$ (2,000.00)	
248-000-920.000	Utilities	\$ (21,000.00)	\$ (21,000.00)	
248-000-931.000	Facilities Maintenance	\$ (134,000.00)	\$ (134,000.00)	*Downtown facilities maintenance
248-000-940.200	Equipment Leases - Non-City owned	\$ (200.00)	\$ (200.00)	
248-000-942.000	Building Rental	\$ (27,500.00)	\$ (1,656.00)	*One 10x15 storage unit for a year
248-000-943.000	EQUIP RENTAL ALLOC-GENERAL FUND	\$ -	\$ -	
248-000-956.000	Miscellaneous	\$ -	\$ -	
248-000-958.000	Memberships & Dues	\$ (725.00)	\$ (2,000.00)	*MDA \$200; APA & MAP \$475; MEDA \$270; MML
248-000-961.101	General Fund Admin Allocation	\$ -	\$ (7,400.00)	*Tech & utility cost at City Hall
248-000-968.000	Depreciation Expense	\$ -	\$ -	
248-000-970.000	Bad Debt	\$ -	\$ -	
248-000-974.000	Public Improvements	\$ (15,000.00)	\$ (15,000.00)	BUILD Program
248-000-977.000	Capital Outlay	\$ (30,000.00)	\$ -	
248-000-996.000	Interest Expense	\$ -	\$ -	
Total Dept 000-GENERAL		\$ (628,980.58)	\$ (555,479.56)	
TOTAL Expenditures		\$ (628,980.58)	\$ (555,479.56)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		\$ 590,380.00	\$ 556,165.00	
TOTAL EXPENDITURES		\$ (628,980.58)	\$ (555,479.56)	
NET OF REVENUES & EXPENDITURES		\$ (38,600.58)	\$ 685.44	
FUND BALANCE		\$ 504,435.00	\$ 505,120.44	

Historic Reference

*Note - May 8, 2014 = Motion by Councilman Martin, seconded by Director Bach to extend the duration of the Memorandum of Understanding by and between the Ferndale DDA and Woodward Avenue Action Association for the fulfillment of the MotorCity Mile Project to May 31, 2016, as amended by the agreement between the WA3, MCCH and DDA dated December

*Note - October 9, 2014 = Motion by Director Johnston, seconded by Director Cupples to restrict \$32,623.75 of reserve funds to ARTWN exhibit, purchases, marketing and installation.



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 03/07/16
Re: Build Application for Howe's Bayou

This BUILD application was reviewed by the Design Committee and it was recommended that the applicant was eligible to receive funding for eligible expenses in the amount of \$4,825.

The Board decided to table approval during the regular February 2016 meeting until it could be determined if there was enough money in the current fiscal year budget to pay the applicant. If the proposed amended FY 2015-16 budget is approved during this meeting, then this item has been accounted for in the current fiscal year.

Recommended Action

To APPROVE the BUILD application request for reimbursement as presented for the amount of \$4,825.

Attached: Howe's Bayou BUILD Application and request for reimbursement



BUILD Program Application

Ferndale Downtown Development Authority :: DDA

Note: This application must be completed and approved prior to project commencement. Read eligibility information attached. I have attached to this application:

- ☐ Official quotes, including the cost breakdowns by major categories (i.e., architectural fees, engineering fees, painting, repair, carpentry, materials, etc.)
- ☐ Current and proposed photos
- ☐ Sample materials (e.g., glass, cornice detail, trim, colors, etc.)
- ☐ 1 hard copy and an electronic file of signed and sealed building blueprints, building elevation, site plans, product drawings, specifications and installation details
- ☐ 1 hard copy and an electronic file of photographs of the existing building depicting the areas of proposed improvement.

1 Applicant's Name Festers on dba Howe's Bay
Mailing Address 22848 Woodward ave Ferndale MI 48220
Phone Number 248-691-7145 Email Address howesbayw@sbglobal.net

2 Project Address 22848 Woodward ave Ferndale MI 48220
Building Owner 22848 Woodward LLC
Mailing Address Samu
Phone Number 248-376-6000 Email Address mhennessy520@gmail.com

3 Architect/Designer Michael Hennessy
Firm _____ Specialty _____
Phone Number 248-376-6000 Email Address _____

4 Total Project Cost 24,155.11
Proposed Start Date _____ Proposed Completion Date _____
Project Financing _____ Bank Name _____
Project Scope ☒ Façade ☒ Signage ☐ Roof ☐ Exterior Side ☐ Exterior Rear ☐ Interior Improvements
Other (specify) _____

I, the applicant, have read and understand the BUILD Program Guidelines and hereby submit the application and required attachments to the Ferndale DDA office.

Applicant Signature [Signature] Date 7/2/16

Page Two **Ferndale DDA BUILD Application**

Submit application with attachments to:

Executive Director
Ferndale DDA
149 W. Nine Mile Rd.
Ferndale, MI 48220

Please direct any questions to Cristina Sheppard-Decius at 248-546-1632 x 201.

Suggestions:

- Obtain three quotes to compare prices and quality of work
- As you seek quotes, hire a vendor who will provide the information required for this application

Office Use Only

Received by _____ Date Received _____

Eligible BUILD Cost _____ 20% Reimbursement Potential _____

Approved by _____ Approval Date _____

Build Application Project Details for
Howe's Bayou 22848 Woodward ave Ferndale
Front Exterior and Sign replacement.

Goal; to refurbish and preserve the historic look of this 1920's store front while making the building more energy efficient, comfortable and inviting.

The exterior of the our building sustained considerable damage over the hard winters in 2014 and 2015. The Decorative wood railing that framed the top of the building became unstable and had to be removed for safety over the summer. In November 2014 the our sign started to come loose in a windstorm and had to be taken down too.

Project details.

Grind cement to remove water damaged material above existing windows and framing the entrance. Tuck point to finish repairs.

Powerwash, stain kill and paint cement.

Replace upper divided light windows

Replace 5 lower divided light windows With 2 opening, tri- fold panels, and one single light panel.
Install solar shades on the interior to protect quests from afternoon sun.

Remove existing Wood trim and plywood covering lower portion of front wall .

install ½" MDO plywood over existing masonry wall, provide anchoring where necessary.

Paint to match existing colors.

Remove and replace trim around existing five lower windows and the two divided light windows over the supporting header. Paint to match existing colors.

Replace temporary sign with 30" x 120"Dimensional Exterior sign.

Install 2 LED Carriage Lights to Frame Sign

Replace top railing with 30" wrought Iron railing capped with Fleur de lis

Requesting 20% reimbursement for Facade and lighting improvements.
Consider the 5% addition For the LED lighting component.

Thank you
Michael Hennes

component costs	
temporary Sign	\$295.74
cement Repairs	\$700.00
Window 2 Direct set 2 tri fold w/ installation	\$14,729.66
Solar Shades	\$1150.00
Replacing base and trim	\$953.53
Paint and seal	\$900.00
Sign including installation	\$2040.50
2 Essex LED carriage Lamps	\$920.00
Electrician	\$1135.40
Railing including installation	\$1300.40
Total	\$ 24125.23

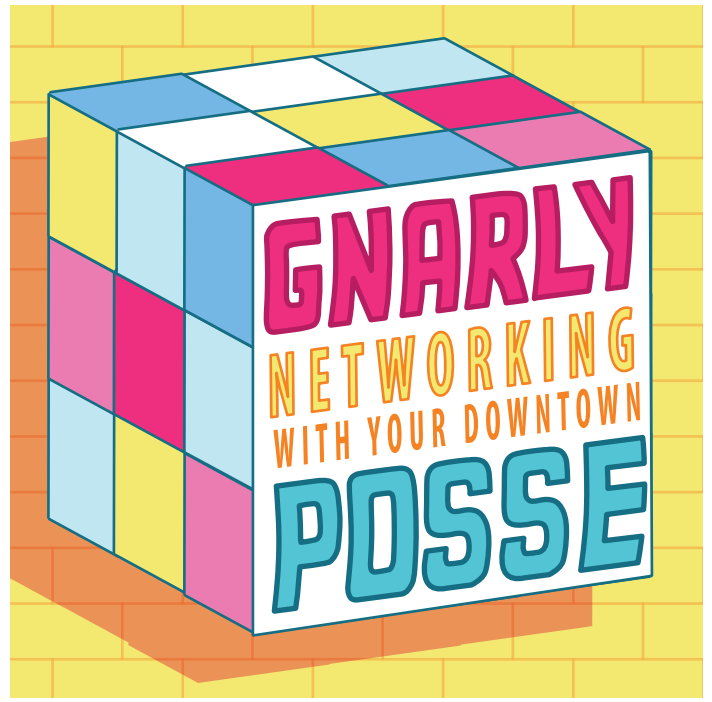
MAIN STREET OAKLAND COUNTY

THE MAIN EVENT

RECOGNIZING
EXCELLENCE
IN OAKLAND COUNTY
DOWNTOWN
REVITALIZATION

THUR **ROYAL OAK**
28 **MUSIC THEATRE**
APRIL 318 W. FOURTH STREET
ROYAL OAK, MI





ROYAL OAK MUSIC THEATRE | 318 W. FOURTH STREET | ROYAL OAK, MI

THEME: GO TUBULAR! REDISCOVER A RIGHTEOUS DECADE

THUR
28
APRIL

ROYAL OAK MUSIC THEATRE
318 W. Fourth Street | Royal Oak

EVENT SCHEDULE
6-10:00 PM Music & Cash Bar
7:00 PM Buffet Dinner
8:00 PM Awards Presentation
Dessert & Coffee

MUSICAL GUEST
Henry Ford College Big Band

PRICE: \$35 Per Person

QUESTIONS? CONTACT:
Kim Durkin
durkink@oakgov.com
(248) 858-1995
or
Alex Hritcu
hritcua@oakgov.com
(248) 858-2033

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OAKLAND COUNTY MICHIGAN
ECONOMIC DEVELOPMENT
& COMMUNITY AFFAIRS

L. BROOKS PATTERSON
OAKLAND COUNTY EXECUTIVE



**FERNDALD DOWNTOWN DEVELOPMENT AUTHORITY
FERNDALD, MICHIGAN
BY-LAWS**

Adopted by the Ferndale DDA: June 11, 2002

Adopted by the City of Ferndale: June 24, 2002

Amended and adopted by DDA on Month Day, 2016; adopted by City of Ferndale Month Day, 2016

Article I: Purpose

Section I – Statement of Purpose and Mission

A. Mission Statement:

The mission of the Ferndale Downtown Development Authority is to create a vibrant urban downtown district in Ferndale by promoting economic growth and preventing or correcting deterioration through the implementation of economic restructuring, design, promotions and organizational plans developed by the Ferndale DDA Board of Directors on behalf of the business owners, property owners, residents and volunteers within Downtown Ferndale.

Also, the purpose of the Ferndale Downtown Development Authority is to act in accordance with Act 197 of the Public Acts of 1975, as such statute may from time to time be amended; including particularly to correct and prevent deterioration in the downtown district; to encourage historical preservation; to create and implement development plans in the district; to promote the economic growth of the district; and to encourage the expansion of commercial enterprises in the downtown district. The Ferndale DDA supplies the funding and the public and private sector leadership to provide for the future success and viability of the Ferndale DDA district.

B. The Ferndale DDA shall have the powers to:

1. Prepare an analysis of economic changes taking place in the downtown district;
2. Study and analyze the impact of metropolitan growth upon the downtown district.
3. Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility , an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan, which in the opinion of the Board, aids in the economic growth of the downtown district;
4. Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of the property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible;

5. Implement any plan of development in the downtown district necessary to achieve the purposes of Act 197, in accordance with the powers of the Authority as granted by Act 197;
6. Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties;
7. Acquire by purchase or otherwise, on terms and conditions and in a manner the Authority deems proper, or own, convey, or otherwise dispose of, or lease as lesser or lessee, land and other property, real or personal, or rights or interest therein, which the Authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements and options with respect thereto;
8. Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings and any necessary or desirable appurtenances thereto, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination thereof;
9. Fix, charge and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges of the payment of revenue bonds issued by the Authority;
10. Lease any building or property under its control, or any part thereof;
11. Accept grants and donations of property, labor or other things of value from a public or private source;
12. Acquire and construct public facilities;
13. Prepare its own budget for approval by the City;
14. Utilize Tax Increment Financing (TIF) or other revenue measures throughout the DDA District or portions thereof as authorized under Act 197 or Public Act 120 of 1961.

C. Goals:

1. Improve communication and processes between city and businesses;
2. Increase awareness of Downtown Ferndale;
3. Create a business base that will support and compliment one another;
4. Increase foot traffic and business sales in Downtown Ferndale;
5. Improve the physical and visual appearance of Downtown Ferndale;
6. Improve the efficiency and effectiveness of the operating board, staff and volunteers;
7. To nurture community pride in and support of Downtown Ferndale;
8. To promote Downtown Ferndale through marketing, public relations and communications strategies;
9. To establish a coordinated effort among various organizations and agencies to support the revitalization of Downtown Ferndale;
10. To promote economic growth and increase property values in Downtown Ferndale and to eliminate the causes of deterioration;
11. To enhance the image of Downtown Ferndale;

12. To expand and diversify the retail mix in Downtown Ferndale
13. To strengthen residential development and renovation;
14. To maintain and increase private sector investment and expansion;
15. To encourage business excellence and quality in merchandise, services and building appearance;
16. To create a business district that is unique, diverse, friendly, comfortable, active, urban, cutting edge, accessible, creative, and cultural;

D. Goals will be achieved through ~~long term commitment to the Main Street Oakland County Program and the National Main Street 4-Point Approach~~ following the Strategic Plan and focusing on projects which includes, but is not limited to:

1. Branding and communication
2. Providing business resources
3. Supporting the downtown experience
4. Creating a volunteer base with a variety of experience and expertise
5. Gathering, organizing, and providing relevant data

- ~~1. Design~~
- ~~2. Economic Restructuring~~
- ~~3. Promotions~~
- ~~4. Organization~~

Article II: Offices

Section I – Offices:

The Ferndale DDA may have such offices as the Ferndale DDA Board of Directors may determine or the affairs of the Authority may require from time to time.

Article III: Board of Directors

Section I – General Powers:

The affairs of the Ferndale DDA shall be managed by its Board of Directors

Section II – Number, Tenure, and Qualifications:

The Ferndale DDA Board of Directors shall consist of not less than 8 and not more than 12 voting members, including the Chief Executive Officer of the City of Ferndale, and not more than 3 Ex-Officio non-voting members. The voting members shall be appointed for a term of four years, except that of the members first appointed and shall include an equal number of Board of Directors appointed for one year, an equal number for two years, an equal number for three years, and an equal number for four years. At least a majority of the members shall be persons having an interest in property located in Downtown Ferndale. At least

one of the members shall be a resident of Downtown Ferndale, if the district has one hundred or more persons residing within it. A member shall hold office until the member's successor is appointed and assumes the office. Thereafter, each member shall serve for a term of four years.

The Ex-Officio members shall include the executive director by virtue of office of the Chamber of Commerce, Woodward Avenue Action Association and School Board. The Ex-Officio members may appoint a representative of their organization to attend Ferndale DDA Board of Director meetings.

Section III – Selection of Board Members:

The Chief Executive Officer of the City of Ferndale, with the consent of the City Council, shall appoint the voting members of the Board. Subsequent voting Board members shall be appointed in the same manner as the original appointments at the expiration of each member's term of office.

The Chief Executive Office of the City of Ferndale may ask for the assistance or advice of the Ferndale DDA Board of Directors on selecting voting Board Members for appointment. The Ferndale DDA Board of Directors may then assist the Chief Executive Officer of the City of Ferndale in determining the best candidates for positions on the Ferndale DDA Board of Directors through a thorough recruitment selection process that considers the needs of the Ferndale DDA Board of Directors, needs of the Ferndale DDA and review of applicants. A person so appointed by the Chief Executive Officer of the City of Ferndale shall be declared a voting member of the Ferndale DDA Board of Directors upon taking the oath of office.

The Ferndale DDA Board of Directors shall approve Ex-Officio representative members of the Board after considering the recommendations of the Ex-Officio member.

Section IV – Expiration of Term; Continuation in Offices; Reappointment; Filling Vacancies:

Board Members whose term of office has expired shall continue to hold office until his successor has been appointed. If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed by the Chief Executive Officer of the Municipality.

Section V – Removal:

Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the governing body, removal of a member subject to review by the circuit.

Section VI – Disclosure of Interests:

A Board Member who has a direct interest in any matter before the Ferndale DDA Board of Directors shall disclose his interest prior to the Ferndale DDA

Board of Directors taking any action with respect to the matter, which disclosure shall become a part of the record of the Ferndale DDA Board of Directors' official proceedings.

Section VII – ~~Annual Strategic Planning~~ Meetings:

~~An annual Strategic Planning M~~meeting of the Ferndale DDA Board of Directors shall be held ~~in the month of January each year, beginning with the year 2000, as needed (the frequency will depend on the needs of the organization at the time)~~ for the purpose of strategic planning, assessment of ~~yearly~~ goals and accomplishments ~~as established at the previous Strategic Planning Meeting(s),~~ and for the transaction of such other business as may come before the meeting. A bi-annual meeting of the Ferndale DDA Board of Directors shall be held in the ~~month January~~first quarter of the calendar year, beginning with the year ~~2002~~2017, for the election of officers. ~~If the election of officers shall not be held on the day designated herein for any annual meeting or any adjournment thereof,~~ ~~the~~ The Ferndale DDA Board of Directors shall cause the election to be held at a regular or special meeting of the Ferndale DDA Board of Directors ~~within 90 days of the annual meeting.~~ Nominations for the Offices of the Ferndale DDA Board of Directors shall be recommended in ~~December at least one meeting prior to the meeting in which the nominations will be considered.~~of the previous year.

Section VIII – Regular Meetings:

Regular meetings of the Ferndale DDA Board of Directors shall be held at such time and place, as the board shall from time to time determine. Regular meetings shall be held, at a minimum, once per month, unless the Ferndale DDA Board of Directors determines otherwise. The Chairperson shall determine the specific time and day of each month that regular meetings shall be held based on the availability of Board members.

Section IX – Special Meetings:

Special meetings of the Ferndale DDA Board of Directors may be called by or at the request of City Council, the Board Chairperson or any Board Member. The person or persons authorized to call special meetings of the Ferndale DDA Board of Directors may fix any place within the City of Ferndale as the place for holding any special meeting of the Ferndale DDA Board of Directors called by them.

Section X – Notice of Meetings:

Except as otherwise provided by law, all meetings shall be preceded by public notice in accordance with Public Act 267 of the Public Acts of 1976, as amended.

Section XI – Quorum and Voting:

A majority of the members of the Ferndale DDA Board of Directors then in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of Disclosure of Interest (Article III, Section 6), a majority of the remaining members of the Ferndale DDA Board of Directors eligible to vote shall constitute a quorum for the transaction of business.

The vote of majority members present at a meeting at which a quorum is present shall constitute the action of the Ferndale DDA Board of Directors unless the vote of the larger number is required by statute or elsewhere in these rules.

Section XII – Public Meetings:

The meetings of the Board shall be public.

Section XIII – Compensation of Members:

Members of the Ferndale DDA Board of Directors shall serve without compensation, but shall be reimbursed for actual and necessary expenses subject to authorization by a vote of two-thirds of the majority of the Board members then eligible to vote.

Section XIV – Minutes of all Meetings:

The minutes of any meeting of the Ferndale DDA Board of Directors will be mailed to all members of the Ferndale DDA Board of Directors for their review prior to the next regularly scheduled meeting. Minutes of the proceedings of regular or special meetings shall be prepared at the request of and provided to any member of the Ferndale DDA Board of Directors or the City Council. Minutes of closed meetings shall be maintained in conformity with and shall be subject to the provisions of the Open Meetings Act, Act 267 of the Public Acts of 1976, as amended.

Article IV: Officers and The Executive Board

Section I – Officers:

The officers of the Ferndale DDA Board of Directors shall be a Chairperson, Vice-Chairperson, Secretary and Treasurer.

Section II – Election and Term of Office:

Officers of the Ferndale DDA Board of Directors shall be elected bi-annually by the Board at the regular bi-annual meeting of the Ferndale DDA Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held within 90 days of such meeting. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The same person in the same office may serve a maximum of two consecutive terms. A term of office is two years. No member shall hold more than one office at a time. An officer must be a current Board member.

Section III – Removal:

After notice and having been given an opportunity to be heard, the Ferndale DDA Board of Directors may remove any officer elected or appointed by the Ferndale DDA Board of Directors whenever it judges that it is in the best interest of the Ferndale Board of Directors.

Section IV – Vacancies:

A vacancy in office because of death, resignation, removal, disqualification or otherwise, may be filled by the Ferndale DDA Board of Directors for the unexpired portion of the term.

Section V – Chairperson:

The Chairperson shall preside at all meetings of the Ferndale DDA Board of Directors and shall discharge the duties of the presiding officer. To qualify as a candidate for Chairperson in an election, the Board member must have served one full year on the Ferndale DDA Board of Directors to be eligible.

Section VI – Vice-Chairperson:

In the absence of the Chairperson or in the event of his inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. Any Vice-Chairperson shall perform such other duties as from time to time may be assigned to him by the Chairperson or by the Ferndale DDA Board of Directors. To qualify as a candidate for Vice-Chairperson in an election, the Board member must have served one full year on the Ferndale DDA Board of Directors to be eligible.

Section VII – Secretary

The Secretary shall record, review and present to the Ferndale DDA Board of Directors for approval all Ferndale DDA Board of Directors meeting minutes, committee minutes and correspondence.

Section VIII – Treasurer

The Treasurer shall review and present to the Ferndale DDA Board of Directors for approval all Ferndale DDA fund and expense reports created by the Executive Director of the Ferndale DDA and the Finance Director of the City of Ferndale. In the absence of the Executive Director of the Ferndale DDA or Finance Director of the City of Ferndale, the Treasurer will be responsible for all tracking of all funds, expenses and revenues.

Section IX – Executive Board Members:

The Executive Board shall be made up of the Chairperson, Vice-Chairperson, Treasurer and Executive Director.

Section X—Executive Board Powers:

The responsibilities of the Executive Board shall be to advise the Executive Director on the finances, personnel and administration of the Ferndale DDA. The Executive Board shall finalize the annual budget to be approved by the Ferndale DDA Board of Directors and then presented to City Council for approval.

Article V: Employment of Personnel:

The Ferndale DDA Board of Directors may employ personnel as deemed necessary ~~by the Ferndale DDA Board of Directors~~. Such personnel may include, but not limited to an Executive Director, treasurer, secretary, legal counsel, ambassador, ~~and~~ maintenance staff, and other staff as necessary to achieve the goals and objectives of the Ferndale DDA.

Section I—The Executive Director Role:

The Executive Director shall report directly to the Chairperson of the Ferndale DDA Board of Directors. The Executive Director shall supervise all other staff, contractors, and consultants of the Ferndale DDA.

The Executive Director shall have the authority to spend DDA funds within the approved budget line items. In the event that funds need to be reallocated to accommodate a new or different goal or objective of the DDA the Executive Director shall have the authority to do so up to \$5,000 item without prior consent from the DDA Board of Directors. The Executive Director shall notify the DDA Board of Directors of this action at their next regular meeting.

Section II—Employment Contract & Hiring

The Executive Director shall sign a written contract of employment signed and approved by the Chairperson with majority support from the board of Directors and Vice Chairperson of the Ferndale DDA Board of Directors. The Executive Director shall ~~present be responsible for~~ all other staff hiring selections ~~to the Ferndale DDA Board of Directors for approval~~. The Executive Director will be responsible for all personnel decisions and will inform the DDA Executive Board of all hiring, disciplinary, and termination actions. Employment agreements shall be prepared by the Executive Director and reviewed by legal counsel prior to execution. All employment agreements will be signed by the ~~staff, Executive Director and Chairperson of the Board for all staff recommended by the Executive Director.~~

Article VI: Standing Committees

Section I – Standing Committees:

Standing committees of the Ferndale DDA Board of Directors shall be the design committee, ~~economic restructuring~~business development committee, promotions committee and the organizational committee. These committees may be restructured or ceased by the DDA Board of Directors at any time. Additional committees may be formed if necessary to accomplish goals and objectives as outlined in the Strategic Plan.

Section II – Standing Committee Structure:

No fewer than three committee members and no more than eight committee members shall serve on each committee. No more than four Ferndale DDA Board of Directors shall serve on one committee. The DDA Executive Director

shall act as a permanent consultant to each committee without needing to be in attendance at all meetings. The committees shall include outside consultants, residents of the city and business people of the DDA district appointed by vote of the Ferndale DDA Board of Directors deemed necessary.

Section III – Term of Office:

Each member of the standing committee shall continue as such until ~~the next annual meeting of the members of the Ferndale DDA Board of Directors and until~~ his successor is appointed, unless such member resigns, or unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section IV – Chairperson:

One member of each committee shall be appointed Chairperson by the Ferndale DDA Board of Directors and does not have to be a DDA Board Member.

Section V – Quorum:

Unless otherwise provided in the resolution of the Ferndale DDA Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section VI – Power of Committees:

Standing committees shall determine and schedule their meeting times, dates (minimum of monthly) and locations; consult with outside sources; interface with other city-appointed Boards and Commissions for an exchange of ideas that would then be presented to the Ferndale DDA Board of Directors prior to any action of the Ferndale DDA Board of Directors.

The committees could interface by inviting member(s) of such boards and commissions to a committee meeting, members(s) of the committee attending said Board's meeting, telephone consultation, and written correspondence; make recommendations to the Ferndale DDA Board of Directors for approval; act on decisions made by the Ferndale DDA Board of Directors as delegated by said Board of Directors that are within the authority and means of Ferndale DDA Board of Directors. Standing committees do not have the authority to take action without the approval of the Ferndale DDA Board of Directors; make decisions without the approval of the Ferndale DDA Board of Directors; act on proposed plans without approval of the Ferndale DDA Board of Directors; make recommendations between committees without Ferndale DDA Board of Directors approval; and enter into contracts or purchase agreements.

Section VII – Duties:

The duties of the committees are to notify the DDA Executive Director and Chairperson of all meeting times, dates and locations; keep written ~~minutes~~

summaries of each meeting to be filed with the Ferndale DDA; keep the DDA Executive Director informed of the events of each meeting by means of the Chairperson if unable to attend; fulfill charges of and answer to the Ferndale DDA Board of Directors; present ~~monthly~~ committee reports at Ferndale DDA Board of Directors meetings as necessary; act in the best interest of the Ferndale DDA at all times.

Article VII: Advisory Committees

Section I - Committees of Members:

The Ferndale DDA Board of Directors, by resolution adopted by a majority of the members present at any meeting, may designate and appoint one or more committees to advise the Ferndale DDA Board of Directors, except as otherwise provided in such resolution. The members of such committee may be Board Members, outside consultants or community leaders as authorized by the Ferndale DDA Board of Directors and appointed whenever it is deemed in the best interest of the Ferndale DDA. The Ferndale DDA Board of Directors if deemed in the best interest of the Ferndale DDA may remove any member of an advisory committee.

Section II – Term of Office:

Each member of a committee shall continue as such until ~~the next annual meeting of the members of the Ferndale DDA Board of Directors and until~~ his successor is appointed, unless such member resigns, or unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section III – Chairperson:

The Ferndale DDA Board of Directors shall appoint one member of each committee the chairperson of the advisory committee.

Section IV – Quorum:

Unless otherwise provided in the resolution of the Ferndale DDA Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Article VIII: Contracts, Checks, Deposits and Funds

Section I – Contracts:

The Board may authorize the chairperson, executive director, agents or agents of the Ferndale DDA, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the authority, and such authorization may be general or confined to specific instances.

The Executive Director shall enter in to contracts without further consideration by the DDA Board of Directors for those items that are included in an approved budget.

Section II – Checks, Drafts, etc.:

All orders for the payment of money, notes or other evidences of indebtedness shall be signed by the executive director and forwarded on to the Finance Department of the City of Ferndale for the issuance of payment. If for any reason the Ferndale DDA establishes a bank account outside of the City of Ferndale's bank account, then all checks, drafts, and orders for payment of money, notes or other evidences of indebtedness shall be co-signed by two persons of the Executive Board.

Section III – Deposits:

All funds of the Ferndale DDA shall immediately be deposited into the appropriate fund or account to the credit of the Ferndale DDA in such banks, trust companies or other depositories as the Ferndale DDA Board of Directors may select.

Section IV – Gifts:

The Board of Directors may accept on behalf of the Ferndale DDA any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Ferndale DDA. The Executive Director shall inform the City of Ferndale of the receipt of such gifts. The identity of the donor need not be reported should the donor wish to remain anonymous.

Section V – Budget:

The committees of the Ferndale DDA shall submit proposed objectives and goals to the Ferndale DDA Board of Directors in December for the development of an annual budget. The Ferndale DDA Board of Directors shall set goals and objectives annually in January to develop and approve a budget for the fiscal year beginning the first day of July. The Ferndale DDA Board of Directors shall submit an annual budget to the City of Ferndale Finance Department by the end of ~~January-March~~ for inclusion in the annual budget presentation to City Council held prior to April ~~4~~30 of each year for City approval.

Article IX: Books and Records

The Ferndale DDA shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its members, Ferndale DDA Board of Directors, and committees having any of the powers of the Ferndale DDA Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Authority shall be open to the public at all times.

The Executive Director shall provide the Treasurer, Ferndale DDA Board of Directors and City of Ferndale with regular financial reports of the activities of the revenues received and expenditures made by the Ferndale DDA.

All bank accounts maintained by the Ferndale DDA shall incorporate the words "Ferndale Downtown Development Authority" in the title of such accounts. Upon the creation of any new accounts, the Authority shall so advise the City of Ferndale.

Article X: Calendar Year

The calendar year of the corporation shall begin on the first day of July and end the last day of June each year.

Article XI: Amendments to Rules

These rules may be altered, amended, or repealed and new rules may be adopted by a majority of the members appointed and serving if written notice is given of intention to alter, amend, or repeal or to adopt new rules at such meeting. The full nature of the rule change shall be included in the notice. Adoption of rule changes shall require affirmative votes by five members of the Ferndale DDA Board of Directors. Changes in these rules are subject to approval by the City Council.

Article XII: Political Campaign Activity

The Ferndale DDA shall not expend funds of the Ferndale DDA or otherwise contribute to the advocacy of any political candidate or ballot question.

Article XIII: Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Ferndale DDA Board of Directors in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the DDA Board of Directors may adopt.