

# The City of Ferndale



## Agenda

Monthly Meeting of the Downtown Development Authority (DDA) Board of Directors

Downtown Development Authority Meeting

THURSDAY, NOVEMBER 14, 2019 @ 8:00 AM

300 E NINE MILE ROAD

FERNDALE MI 48220

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### **1.Roll Call**

Identify all Directors who are present and absent. Identify all staff and guests in attendance.

### **2.Approval of Agenda**

### **3.Community Reports**

### **4.Call to Audience**

### **5.Presentations**

5.a. [Welcome Statement from Lena Stevens](#)

5.b. [Department of Public Works Downtown Maintenance Report](#)

5.c. [Holiday Event Update](#)

### **6.Consent Agenda**

6.a. [Approval of the Minutes of the Regular Meetings held October 14, 2019](#)

6.b. [Separation Agreement with the Deputy Director of the Downtown Development Authority](#)

6.c. [Approval of Holiday Decor Expenditures](#)

### **7.Regular Agenda**

7.a. [Capital Improvement Plan Update](#)

7.b. [Engaging DDA Special Counsel](#)

7.c. [DOT Construction Update and Outreach Campaign Update/Proposal from A. Victoria Mae](#)

7.d. [Business Outreach Campaign Update](#)

## **8.Information Items**

8.a. [Executive Director Workplan Overview](#)

8.b. [Upcoming Certification and Training with Main Street Oakland County](#)

8.c. [Mark Your Calendar](#)

**9.Call to Committee Chairs, Board Members & Staff (note more than 3 minutes)**

**10.Adjournment**

**CITY OF FERDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Department of Public Works Downtown Maintenance Report

**INTRODUCTION**

DPW has presented their October report on Downtown Landscaping and Maintenance hours. I will be working with Daniel Antosik and Carlos Kennedy to redesign the report for future meetings to focus more on goals and outcomes.

**SUMMARY & BACKGROUND**

October Achievements:

- Pressure washing sidewalks in downtown complete. Reached out to businesses who had patio furniture in place, so it would not be damaged. If a patio could not be cleaned, DPW will return in the spring
- Holiday decor purchased including LED lights, new garland for poles, and ribbon. Evergreens purchased for the planters
- Planted mums
- Rehabbing old holiday decorations

November Goals:

- Holiday decor will be in place by Thanksgiving
- All existing holiday decor items in storage will be cleaned and restored before installation

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[DPW Landscape and Maintenance Hours\\_OCT 2019.pdf](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Review previous month's activity and future goals/objectives. Discuss any observations and questions.

**DDA Hours Report**  
**Oct-19**

**DATE**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Totals
<b>Landscaping</b>																																
Tree Planting																																0
Tree Trimming																									8			6				14
Flower Bed Maintenance		25		13	24		24	13		4	16										3.5		12	8								141
Hanging Baskets	12																															12
Mulch																																0
Watering								9			5							3														17
<b>Trash</b>																																
Sidewalks & ROW																																0
Parking Lots													2	3.5								6.5			1							13
Street Litter Cans																		3														3
All Sites	4	6	4	5				5.5	4	7							2	2.5	7	3.5	5.5											56
<b>Fixed Assets</b>																																
Graffiti Removal										1							1.5															2.5
Potholes														4																		4
Curbs																																0
Brick Pavers																																0
General Repairs																																0
<b>Other</b>																																
Powerwashing													23	14		13	25	12			18	22	19	13	7							164.5
Spring Cleaning																																0
Banner Installs								4																								4
Leaves																																0
Special Events (DDA)	2																															2
Holiday Lights									20							4												24	24	26	28	126
Other										4																						4
<b>Material Usage</b>																																
<b>Notes</b>																																
HOURS								150							107							131									176	563
TOTAL COST								\$4,478							\$3,190							\$3,923									\$5,271	

**Total Cost**           \$    16,861.85  
**Total Hours**           563

**CITY OF FERNDAL  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Approval of the Minutes of the Regular Meetings held October 14, 2019

**INTRODUCTION**

The meeting minutes from the October 14, 2019 Downtown Development Authority meeting are submitted for the Board's consideration.

**SUMMARY & BACKGROUND**

NA

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[MINUTES - DDA Board Meeting OCTOBER 2019](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Approval of the Minutes of the October 14, 2019 Downtown Development Authority meeting.

**FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS MEETING  
Thursday, October 10, 2019 7:30 A.M.  
FERNDALE CITY HALL  
300 E. 9 MILE  
FERNDALE, MI 48220**

**MINUTES**

**I. CALL TO ORDER**

1.a. Roll Call 8 a.m.

**DDA Board Members Present:** Greg Pawlica, Blake Scheer, Janice Semma, Jerome Raska, Nathan Martin, Chris Johnston, Pj Jacokes, Mindy Cupples,

**DDA Board Members Absent:**

**Staff Present:** Cindy Willcock, Sommer Lynn Realy

**Guests:** Ashleigh V. Laabs, A.Victoria MAE; Joseph Gacioch, City Manager, Kara Sokol, Communications Director; Daniel Martin, Mayor of the City of Ferndale; Dan Jacey, Human Resources Director; DPW staff, Carlos Kennedy, Director of Department of Public Works; City Attorney, Dan Christ

1.b. Dismissals: Chair, Jacki Smith

1.c. Approval of Agenda

Motion by [Director not noted] to approve agenda, seconded by [Director not noted] to approve agenda as presented. All Ayes, motion carries.

**II. Closed Session**

2.a. Closed session to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h)

Moved by Director Cupples, seconded by Director Raska to approve entering closed session to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h).

MOTION CARRIED

Open Session began at 8:19 am

Dismissal: Greg Pawlica left room at 8:55 a.m., returned at 8:57 a.m.

**III. Approval of Minutes:**

Motion by Director Greg Pawlica, seconded by Director Jerome Raska to approve the minutes for September 2019 regular meeting. All ayes, motion carries.

**IIII. Community Reports**

A. Ferndale Area Chamber of Commerce

Blake Scheer announced that anyone who would like to be involved with Celebrate Ferndale to contact Joy Wells at the FACC.

**V. Consent Agenda**

Motion by Director Black Scheer, seconded by Director Jerome Raska to approve the consent agenda. All ayes, motion carries.

5.a. Financial Statements for period ending September 30<sup>th</sup>, 2019

5.b. DPW Downtown Maintenance Report for September 2019

5.c. Staff and Committee Report

**VI. Call to Audience**

**VII. Presentation**

A. Victoria Mae Presentation; Ashleigh V. Laabs

i. The DOT Update

Ashleigh V. Laabs of AVM presented The DOT campaign summary is included in packet. High level update. All 600 codes are all distributed. September 250 rides redeemed, 55% of business has used code up from 49%. Email marketing holding steady. Website navigation is all pointing to [www.thedot.com](http://www.thedot.com). Analytics included in packet. Significant increase of 644 current users. Deputy Executive Director Wilcock included in packet the budget breakdown. Close to \$250,000 allocated. \$7 lyft codes may not be used and expire at year end. \$704 amount allocated for \$7 codes. Total of \$13,000 has been purchased / remaining 8500 to be redeemed. \$14 are actively being used.

Director, Blake Scheer asks City Manager, Joseph Gacioch and Deputy Executive Director, Cindy Wilcock about the \$9,000 allocated for the Chariot service. City Manager stated that Chariot doesn't come out of DDA budget, Ms. Wilcox confirmed that two invoices have been billed to DDA. \$9000 listed as expense of DDA budget and will be revised accordingly.

ii. Merchant Validation Pilot Campaign Overview

Ashleigh V. Laabs of AVM presented and supporting documents included in packet. Anita's Kitchen believes it is a great program, customers do not use app and it's not relevant for their customers. Modern Natural Baby believes it is a super success. Next step is phase 2 of the plan, developing case studies with data usage reports. Suggested an allocation of \$50 to 5 business' and print out cards with codes for customer redemption. Union Barber, Anita's Kitchen, Modern Natural Baby are included in phase 1. Looking for another five business' for phase 2. No additional dollars are required. Anita's would rather not be included at this time and to touch base in November.

Director Blake Scheer inquires how many hours have been used for this validation program? AVM explains that she does not have exact number in report, possible 10 hrs. Director Nathan Martin

asks how many hours for phase 2. AVM explains that this is continuation of the communications already in place.

Director Jerome Raska expresses that this is a waste of time, the business owner should be responsible and not be begged or prompted to participate. Feels as though it is a total waste of money. Business owners should be rewarded for their best applied solution. Information is available to all and initiation should be on them.

Director Mindy Cupples mentions that it is about good will.

AVM states this already exists and is a communication and marketing.

Director Chris Johnston agrees with the communication and efforts should be more on incentive action.

Director Nathan Martin suggests allocating time to phase 2 or focus on another aspect, Director Mindy Cupples states it doesn't take more time or money and is included in the initial contract. Deputy Executive Director Cindy Wilcock stated that this was implemented to support business and create positive moral.

iii. **Business Retention Update**

Oct 1st numbers were shared at Executive board meeting with an additional update not included in packet. Not in packet: 31 surveys / 21 additional surveys have been sent. 126 have been visited. 2 exit interviews – Michigo and Boston Tea Room. Goal touch and visit business and collect information. Value visibility and brand awareness.

Business and owners are interested in board or committee volunteer; Ben Long has submitted an application for board, Lisa Schmidt has interest in joining a committee.

Mayor, Daniel Martin asked if an exit interview was done with M.C. Wicks AVM stated that owner has been contacted and a email survey supplied to them.

Motion to approve the extension of contract with AVM for next 30 days to not exceed \$5000 coded to account 248-000-956.000, by Jerome Raska and review again at November meeting for 2020, seconded by Janice Semma. All Ayes, motion carries

**VIII. DDA PU Updates**

**IX. Information Items**

**9.a. Capital Improvement Plan (CIP) Update**

Deputy Executive Director, Cindy Wilcock supplied documentation and discussed the current information provided by Hamilton Anderson is almost ready for presentation. Director Nathan Martin is up to date on information and recommends this is presented as soon as possible. Director Blake Scheer asks if we have paid the invoices received.



Cheryl from finance was not available to attend meeting, Deputy Executive Director Wilcock confirmed two invoices have been received but not processed for payment until Hamilton Anderson supplies the documentation the invoices refer to. Public meeting needs to be posted at 20 days before CIP plan is presented. Recommended that the board meet and present the CIP plan to the public at the same time. 30 days gives time for all supporting documentations are provided by all parties. November board meeting is moved to Wednesday, November 13<sup>th</sup> at 6:00 pm. Capital Improvement Plan will be provided to council for approval on November 25<sup>th</sup>.

9.b. Holiday Lighting Update

DPW director, Carlos Kennedy invites all members to the DPW garage to see three trees dressed for review and recommendation. Would like to install tree lighting by 1<sup>st</sup> week of November. Discussed different variation of lighting options wrap trunks and canopy. Deputy Director, Wilcock mentioned the budget of \$50,000 has been approved to enhance the downtown holiday decorations. 174 downtown light poles. Recommended to purchase after holiday when on sale by purchasing in the fiscal year. Focus is on the lights and replace the existing fixtures. Field trip to DPW follows meeting adjournment.

X. **Call to Committee Chairs, Board Members & Staff (not more than 3 minutes)**

Zing Training took place on September 30<sup>th</sup> was well received. Attended by 35 people. 25 filled out survey with a rating of 9.44 success. Deputy Executive Director Wilcock is looking to partner with surrounding communities to offer this training again.

Fido Does Ferndale takes place next week on October 17<sup>th</sup> from 5 p.m. to 8 p.m.

Gearing up for Small Business Saturday, text and win. Promotions volunteer, Christina is working on the neighborhood campaign details.

Director Chris Johnston shares that the DDA used to do more events, asking board to think about a different tactic for advertising. Forward thinking and how-to best support business' in marketing and events with possible new allocation of the advertising funds. Deputy Executive Director Wilcock shares that a co-op coupon is being created and welcomes Director Johnston to review and offer recommendations. Director Nathan Martin recommends looking at Main Street Organization success practices in other communities

XI. **Adjournment**

Motion by Director Jerome Raska, seconded by Director Mindy Cupples to adjourn the meeting at 9:22 a.m. All ayes, motion carries.

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Separation Agreement with the Deputy Director of the Downtown Development Authority

**INTRODUCTION**

I am recommending that the DDA Board of Directors vote to accept the Mutual Separation Agreement and General Release with Deputy Director Wilcox which was signed by the employee on 10/28/19. Once finalized, the Agreement will be signed by the DDA Chairperson and Vice Chairperson, the Mayor, and the City Clerk.

**SUMMARY & BACKGROUND**

The terms of the agreement includes a payment equivalent to 6 months salary as well as health benefits for a period of 6 months.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Acceptance of the Mutual Separation Agreement and General Release with the Deputy Director of the Downtown Development Authority.

**CITY OF FERNDAL  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Approval of Holiday Decor Expenditures

**INTRODUCTION**

In October 2019, the DDA Executive Director authorized holiday decor expenditures totaling \$20,633.88 for the downtown area. The Department of Public Works (DPW) needed a timely decision in order to have installation complete by late November. These authorizations were made in concert with the City Manager, DPW, and the Executive Director of the Ferndale Area District Library.

**SUMMARY & BACKGROUND**

Holiday decor purchases included LED lights, garland, ribbons, and evergreens for the planters. This was a budgeted expense, however in the interest of transparency, your review and approval is being requested.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[Holiday Decor Oct 2019 Invoices \(1\)](#)

[Holiday Decor Oct 2019 \(2\)](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Approval of expenditures authorized by the Executive Director for holiday decor items.



# BRONNER'S COMMERCIAL DISPLAY

25 Christmas Lane • P.O. Box 176  
Frankenmuth, MI 48734-0176 U.S.A.

PHONE 800-544-6635  
FAX 989-652-8678

www.bronnerscommercial.com

## SALES AGREEMENT

Bill To:

CITY OF FERNDAL  
CARLOS KENNEDY  
521 EAST CAMBOURNE  
FERNDAL MI 48220

Ship To:

CITY OF FERNDAL

CARLOS KENNEDY/ANNUAL MAINT  
521 EAST CAMBOURNE  
FERNDAL MI 48220

Issue Date: 10/21/2019  
Req.Del.Date:10/21/2019

Customer#:5414664BC  
Quote # :077767  
Cust. Po#:ANNUAL MAINT

Salesperson:BRIAN GOFF  
Ordered By:CARLOS/DEREK  
Terms: NET 30 DAYS

Page 1 of 1

SKU	Order	Product Description	Price	Price each	Total
1215276	360	RED VELVET BOW 7LP 14"x28"BLK	9.50	4.90	1764.00

TOTAL 1764.00

10-22-19

Thank you for your order !

If you have any questions regarding this order, please call our Commercial Sales Division.

No return without written authorization.

All claims must be made within 10 days after receipt of goods.

Finance charge of 1 1/2 % per month, 18% per annum on overdue accounts.

15 % restocking charge on all returned or cancelled orders.

All shipping costs are the responsibility of the customer.



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Bill To:

CITY OF FERNDAL  
CARLOS KENNEDY  
521 EAST CAMBOURNE  
FERNDAL MI 48220

Ship To:

CITY OF FERNDAL DDA

CARLOS KENNEDY/TREE LIGHTS  
521 E CAMBOURNE  
FERNDAL MI 48220

Issue Date: 10/15/2019  
Req.Del.Date:10/15/2019

Customer#:5414664BC  
Quote # :077624  
Cust. Po#:

Salesperson:BRIAN GOFF  
Ordered By:CARLOS KENNEDY  
Terms: 25 DAYS

Page 1 of 1

SKU	Order	Product Description	Price	Price each	Total
1213655	120	50 LED WMW/CW STROBE COUPLING	26.99	18.68	2241.60
1201870	48	3' PLUG ADAPTOR W/ RECTIFIER	12.00		576.00
Custom: USED TO POWER/PLUT IN 44 SETS OF LED STRING SETS WITH COUPLING, WATER RESISTANT CONNECTORS.					
1207985	24	SPLITTER 3 COUPLING CONNECTOR	12.99		311.76
1208419	12	7 WAY SPLITTER GREEN	20.00	19.00	228.00
1199491	528	50 LED WM WH GR 6" SPAC 25'	18.99	15.24	8046.72

THESE LIGHTS INCLUDE A 3 YEAR MFG WARRANTY BASED ON UL 90 DAY USE PER SEASON

ALL ITEMS IN STOCK AT WAREHOUSE AS OF 10/15/19

Freight 400.00  
TOTAL 11804.08

10-22-19

Thank you for your order !

If you have any questions regarding this order, please call our Commercial Sales Division.

No return without written authorization.

All claims must be made within 10 days after receipt of goods.

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Bill To:

CITY OF FERNDAL  
CARLOS KENNEDY  
521 EAST CAMBOURNE  
FERNDAL MI 48220

Ship To:

CITY OF FERNDAL

CARLOS KENNEDY/**LIBRARY**  
521 E CAMBOURNE  
FERNDAL MI 48220

Issue Date: 10/16/2019  
Req. Del. Date: 10/16/2019

Customer#: 5414664BC  
Quote #: 077662  
Cust. Po#: LIBRARY

Salesperson: BRIAN GOFF  
Ordered By: CARLOS KENNEDY  
Terms: 25 DAYS

Page 1 of 1

SKU	Order	Product Description	Price	Price each	Total
1201871	72	50 MULTI LED WA MULTI COUPLING	20.99	15.24	1097.28
Custom: 1800' of lights					
1201870	10	3' PLUG ADAPTOR W/ RECTIFIER	12.00		120.00

TOTAL 1217.28

10-22-19

Thank you for your order !

If you have any questions regarding this order, please call our Commercial Sales Division.

No return without written authorization.

All claims must be made within 10 days after receipt of goods.

Finance charge of 1 1/2 % per month, 18% per annum on overdue accounts.

15 % restocking charge on all returned or cancelled orders.

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PHONE 800-544-6635  
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## SALES AGREEMENT

Bill To:

CITY OF FERNDALE  
CARLOS KENNEDY  
521 EAST CAMBOURNE  
FERNDAL MI 48220

Ship To:

CITY OF FERNDAL  
  
CARLOS KENNEDY/LIBRARY  
HOLD FOR PICKUP  
FERNDAL MI 48220

Issue Date: 10/21/2019  
Req.Del.Date:10/21/2019

Customer#:5414664BC  
Quote # :077791  
Cust. Po#:LIBRARY

Salesperson:BRIAN GOFF  
Ordered By:CARLOS KENNEDY  
Terms: 25 DAYS

Page 1 of 1

SKU	Order	Product Description	Price	Price each	Total
1161505	5	NORWAY 14"X100' 3520T PINE GRL	179.00	155.00	775.00

TOTAL 775.00

10-22-19

Thank you for your order !

If you have any questions regarding this order, please call our Commercial Sales Division.

No return without written authorization.

All claims must be made within 10 days after receipt of goods.

Finance charge of 1 1/2 % per month, 18% per annum on overdue accounts.

15 % restocking charge on all returned or cancelled orders.

All shipping costs are the responsibility of the customer.





1835 S. Rochester Rd., Rochester Hills, MI 48307 • 248.651.9000

ALL CLAIMS FOR RETURNED GOODS UNDER OUR LIMITED WARRANTY MUST BE ACCOMPANIED BY THIS RECEIPT.



**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Capital Improvement Plan Update

**INTRODUCTION**

Hamilton Anderson was contracted to the DDA in 2017 to create a Downtown Development Plan. Two draft plans have been developed, and comments from the Board of Directors as well as staff were incorporated in recent months; Strategic Plan for Capital Improvements & 2019 Development and TIF Plan. A strategy must be outlined to finalize these documents in accordance with State requirements, meet all public notice requirements, and ultimately recommend the plan for approval to the City Council.

**SUMMARY & BACKGROUND**

In October 2019, Executive Director Lena Stevens contracted with the law firm of Miller Canfield to review the draft the plans, identify areas where they are currently insufficient to meet State requirements, and assist in preparation of all resolutions, ordinances, notices, certificates and related material necessary to approve the plans.

Steven Mann will present his initial findings, as well as the timeline for public notice. Based on this information, the DDA can discuss a strategy for moving forward.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[Engagement Letter - City of Ferndale - DDA Plan Amendment.pdf](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Review and discuss the current status of the Development and TIF Plan and Strategic Plan for Capital Improvements. Discuss options and timeline for moving forward based on information presented by the Executive Director and attorney Steven Mann.

Founded in 1852  
by Sidney Davy Miller



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[www.millercanfield.com](http://www.millercanfield.com)

October 29, 2019

*Via email only*

Ms. Lena Stevens  
DDA Executive Director  
City of Ferndale  
300 East Nine Mile Road  
Ferndale, MI 48220

Re: Engagement for Downtown Development Authority Plan Amendment

Dear Lena:

It was a pleasure talking with you recently regarding the proposed amendment to the City of Ferndale Downtown Development Authority's (the "DDA") Development and Tax Increment Financing Plan (the "Plan"). We are delighted that our firm has been asked to assist the City and the DDA in connection with the proposed amendments. We value highly our relationship with the City and the DDA and you may be assured of our prompt and complete attention to this matter. It is our practice when proposing to begin work on a new matter to send an engagement letter like this which sets forth the scope of our legal services, conflict of interest policy, and the nature of our compensation.

***Scope of Legal Services – What We Will Do***

Our services would consist of preparation of all resolutions, ordinances, notices, certificates and related material necessary to approve an amendment to the existing Plan. We will also review all documentation prepared by the DDA, the City, and other consultants, if any, relating to the DDA and proposed changes to the Plan. When requested we will consult with City and DDA officials to explain the procedures for the adoption of an amended Plan, the capture of tax increment revenues, and operating activities of the DDA in general. As is customary for this type of work, we do not anticipate that our engagement would include the rendering of any written opinions regarding the Plan. Should the need for such opinions arise, we would be pleased to provide you with a fee quote for such service.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. In no event, of course, would we presume to assume the responsibilities of the City, the DDA, or the professional responsibilities of any other advisor with respect to such non-legal matters.

Ms. Lena Stevens

-2-

October 29, 2019

***Conflict of Interest Policy***

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. We are not representing and do not intend to represent any other party in this matter. We do not believe that our representation in unrelated matters of the various other parties, both in and out of the municipal area will affect our ability to serve the City or DDA.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City or DDA. We, of course, would decline to represent any client in a matter involving the City or DDA that would conflict with our services to the City or DDA as counsel for the Plan amendment. Moreover, before we would represent a client adverse to the City or DDA in any area not involving this issue, we would advise the City or DDA before undertaking such representation.

***Fees***

Our compensation for legal services in connection with the Plan amendment would be based on a fixed fee of \$4,000. Our fee may vary if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee, we will consult with you. In addition to our fee for services, we will expect to be reimbursed for all out-of-pocket expenses incurred in connection with this matter, including travel, mileage, document production, delivery services, etc.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven D. Mann

cc: Joe Gacioch, City Manager

Acknowledged and Agreed to:



Lena Stevens, DDA Executive Director

**CITY OF FERNDAL  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Engaging DDA Special Counsel

**INTRODUCTION**

The purpose of this request is to engage the law firm of Miller Canfield as special counsel to assist the DDA with public law and finance matters upon request. Several areas of uncertainty have been identified in recent weeks which hinder the DDA's ability to achieve compliance with the Michigan Recodified Tax Increment Financing Act, as well general board operations. Addressing these areas quickly will be beneficial to streamlining operations. At a later date, the DDA can seek legal services through a competitive bid process.

To clarify, these services would be provided in addition to the contract to review and assist with the Capital Improvement Plan.

**SUMMARY & BACKGROUND**

Miller Canfield will be contracted to provide legal advice and services as requested by the Executive Director. They are not being engaged as general counsel, and will not serve as our representative for any legal matter or litigation unless specifically agreed to. Their work will be limited to interpretations of law and legal issues and drafting legal documents. An example of an opinion issued to the Ferndale DDA regarding board membership is attached. Time spent on our requests will be billed as follows: \$300 for principals, \$225 per hour for senior attorneys, and \$185 per hour for associates. Additional charges may apply for items such as photocopying, research, travel, etc.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[Engagement Letter - DDA Special Counsel.pdf](#)

[Opinion Letter Re City of Ferndale DDA Membership Interest Requirements.pdf](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Authorize the Executive Director to engage the law firm of Miller Canfield to provide special counsel

Founded in 1852  
by Sidney Davy Miller



STEVEN D. MANN  
TEL (313) 496-7509  
FAX (313) 496-8451  
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QATAR

November 4, 2019

*Via email only*

Ms. Lena Stevens  
DDA Executive Director  
DDA of Ferndale  
300 East Nine Mile Road  
Ferndale, MI 48220

Re: Engagement Letter for DDA Special Services

Dear Lena:

We appreciate the opportunity to serve the Ferndale Downtown Development Authority (the "DDA") as special counsel to assist the DDA with public law and finance matters upon request. Consistent with our normal practice when beginning work on a new matter, this letter and the enclosed Standard Terms of Engagement (which are incorporated by reference) set forth the terms of our undertaking.

**Scope of Engagement.** We have been engaged to provide to provide legal advice and services with respect to various public law and finance matters. Because we are not the DDA's general counsel, our acceptance of this engagement is not an undertaking to represent the DDA or its interests in any other matter, proceedings, or litigation, unless specifically agreed to by separate writing.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters.

**Staffing.** I will be principally responsible for managing this engagement. Our compensation for these services will be based solely on the number of hours worked by the person performing the work. Time spent on this engagement by principals will be charged at our preferred municipal client rate of \$300 per hour, senior attorneys will be charged at \$225 per hour, and associates at \$185 per hour. The staffing on this matter is subject to change, based on

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Lena Stevens

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November 4, 2019

cost considerations, the workloads of our professional staff members, and the specific tasks to be performed.

**Billing and Payment.** We customarily send invoices for fees and expenses each month. We expect payment of our invoices within 30 days. Please contact me if these payment arrangements are not acceptable to you.

**Completion of Engagement.** This engagement will terminate when we perform our last services for you in this matter, whether or not the charges for those services have been invoiced or paid. Unless we are then representing the DDA in another matter, the lawyer-client relationship between us will terminate at the same time.

**Standard Terms and Conditions.** Attached to this letter is a copy of a document that contains the **Standard Terms and Conditions** that apply to engagements undertaken by the firm. I encourage you to read this document carefully, as it is an integral part of our agreement with you regarding this engagement and contains important provisions governing our relationship.

We welcome this opportunity to be of service to the DDA and look forward to working with you. If you have any questions about this letter or our services as special counsel, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven D. Mann

SDM/lw

cc: Joe Gacioch, City Manager  
City of Ferndale

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

Ms. Lena Stevens

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November 4, 2019

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**STANDARD TERMS OF ENGAGEMENT**

-----  
*Includes information provided in accordance with the Michigan Rules of Professional Conduct*  
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This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

**How We Approach Our Work for You**

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word “you” in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parents, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include representing any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as our clients, you should inform us immediately and ask us to include those persons in our engagement letter.

**Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

**How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent performing professional services for you including, by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work. If you have insurance relating to the matter on which you have engaged us, and your insurance carrier pays less than the rates on which we have agreed or declines to pay for any matter on which you have engaged us, you agree to pay the difference.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes are made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on their matters. However, the rates charged by our personnel will be reflected on the invoices we send you, and we encourage you to raise promptly any questions you may have regarding our rates and any changes to them.

From time to time you may request and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their



**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

Ms. Lena Stevens

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November 4, 2019

nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressed in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

**Additional Charges**

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm's costs and other factors.

**Photocopying:** The firm charges \$.10 per page.

**Computer Research:** The firm uses computer assisted research services such as Westlaw. We charge for computer research at 80% of the retail rates published by the computer assisted research services. We believe that this charge compensates the firm for providing support and ancillary services, yet provides these services to our clients at a discount from retail prices.

**Mail:** Clients are charged the actual cost of postage for the U.S. Postal Service and foreign postal carriers, as well as the actual cost of air express couriers.

**Overtime:** Staff overtime is charged only when required by the time constraints of the specific project.

**Facsimile:** The firm reserves the right to charge up to \$1.00 per page for outgoing faxes, which includes all telephone costs. There is no charge for incoming faxes.

**Telephone Calls:** The firm does not charge for local or long-distance calls made or received at our office locations via land line. In cases in which a substantial number of cellular telephone calls are required in an engagement, the firm may pass on the cost of such calls charged to the subscriber.

**Travel-Related Expenses:** Airfare, meals, and related travel expenses are charged to you at the firm's actual, out-of-pocket cost. Automobile mileage is charged at the IRS approved rate. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the firm or you.

**Firm Messengers:** Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm's standard automobile mileage charge plus parking and toll charges if imposed.

**Other Costs:** The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like.

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Ms. Lena Stevens

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November 4, 2019

Unless special arrangements are otherwise made, payment of the fees and expenses charged by others (such as experts, investigators, consultants and court reporters) will be your responsibility and billed directly to you. All invoices in excess of \$1000 will be forwarded to you for direct payment unless other payment arrangements are made with us in advance.

**Payment**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. We reserve the right to charge interest at the maximum legally permissible rate up to 1% per month or 12% per annum on amounts past due.

**Representation in Other Matters**

We are a relatively large law firm and we represent many other companies and individuals. It is possible that, during the time that we are representing you or afterward, the interests of another client of the firm may require the assertion in litigation, business transactions, or other legal matters of positions which conflict with yours. Additionally, subject to the requirements of the rules of professional conduct which govern us, you agree that our representation of you in this matter will not disqualify the firm from opposing you in other matters, including litigation or other dispute resolution proceedings, that are unrelated to the subject matter of this representation. You waive any conflict of interest with respect to the assertion of positions and the undertaking of unrelated, but adverse, representations described in the previous sentences. You also agree that we may disclose to prospective clients the general nature of this engagement with you and the fact that you have acknowledged our ability to undertake engagements of the type described above. We will not, of course, use to your disadvantage any proprietary or confidential information we acquire from you as a result of our representation of you in this or other matters.

**Attorney-Client Privilege**

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you agree that such discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

**Termination of Engagement**

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including: your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. Subject to the rules of professional conduct which govern us, we may also terminate our engagement by reason of your failure to abide by your consent to our representation of a client in accordance with the terms of the section entitled "Representation in Other Matters" above. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

**Subsequent Engagements**

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

**Alternative Dispute Resolution: Mandatory Arbitration**

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

**Client Documents**

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

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Founded in 1852  
by Sidney Davy Miller



STEVEN D. MANN  
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November 4, 2019

*Via email only*

Lena Stevens  
Downtown Development Authority Director  
City of Ferndale  
149 W. Nine Mile Road  
Ferndale, MI 48220

Re: Downtown Development Authority Membership Interest Requirement

Dear Ms. Stevens:

You have asked for our advice regarding whether a majority of the members of the Board of the Ferndale Downtown Development Authority (the "DDA") are required to have a property interest within the larger *downtown district* boundary or the smaller *development area* boundary. As discussed in more detail below, members are required to have a property interest within the larger *downtown district*.

The Recodified Tax Increment Financing Act, Act 57, Public Acts of Michigan, 2018 (the "Act") specifically addresses your question. Section 204 of Act 57 governs the constitution of the DDA Board membership, to include requiring that:

*"Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district."*

MCL 125.4204. (emphasis added).

Act 57 defines "downtown district", in pertinent part, to mean "*that part of an area in a business district that is specifically designated by ordinance of the governing body of the municipality pursuant to this part.*" MCL 125.4201. This definition describes the boundaries designated by City Council in the ordinance originally adopted establishing the DDA. Those boundaries may be expanded (or reduced) by subsequent ordinance of the City Council, from time to time, pursuant to proper proceedings conducted as required by Act 57.

Lena Stevens

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November 4, 2019

The DDA's Bylaws track the requirements of Act 57 in requiring a majority of the members to have an interest in property, but blur the issue as the Bylaws refer to a property interest in "Downtown Ferndale." Pursuant to the statutory language quoted above, the bylaws must be read to require a majority of the DDA Board members to have a property interest in the downtown district.

Act 57 also sets forth a second set of boundaries for downtown development authorities. These boundaries are known as the *development area* and are "*that area to which a development plan is applicable.*" MCL 125.4201. A development plan is required to contain "*The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.*" MCL 125.4217. The development area governs where tax increment revenues are captured and where they can be spent.<sup>1</sup> However, it is the downtown district boundaries that govern the property interest requirement for Board membership purposes, not the development area.

We hope that you find this information responsive to your request. If you have any further questions, please let me know.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven D. Mann

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<sup>1</sup> In many cases, but not in the case of your DDA, the *downtown district* boundaries and the *development area* boundaries are coterminous.

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** DOT Construction Update and Outreach Campaign Update/Proposal from A. Victoria Mae

**INTRODUCTION**

Construction at the DOT is on schedule and the State incentives have been approved. The City Manager will provide a construction update and A. Victoria Mae (AVM) will provide an update on the outreach campaign, and outline the proposal to continue the campaign through June 2020.

**SUMMARY & BACKGROUND**

The goals of the DOT Campaign are to raise awareness of the investments made by the DDA and City, increase legitimacy and accuracy of the information available to businesses about the project, and create a broad base of interaction with the entire business community. The attached campaign update provides detailed information about outreach activities, and uptake on the Lyft codes that have been distributed. 57% of businesses that have been given codes have used them, which is up from 55% in September.

The AVM proposal to continue the campaign outlines 3 options. Option #1 and #2 are for shorter-term contracts that would be re-evaluated by the Board when they expire. Option #3 includes staff time from AVM through June 2020, at a maximum budget of \$15,000. Lyft codes will be reserved in the amount of \$18,494 at \$14 each. The total maximum budget for this contract will be \$34,292.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[A. Victoria MAE Proposal Agreement Ferndale DDA\\_DOT June 2020.pdf](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Approve Option #3 of proposal to continue the DOT Campaign through June 2020.

---

**October 21, 2019**

**To: DDA Board of Directors, Ferndale DDA (referred to as “Client”)**

**CC: Lena Stevens, Executive Director, Ferndale DDA & Joseph Gacioch, City Manager, City of Ferndale**

**From: Ashleigh Laabs, A. Victoria MAE**

## **Services**

### **Option 1: The dot Campaign (November to December 2019)**

#### **Lyft Codes**

- Purchase request of Lyft Codes – \*Reminder: All Lyft codes received in 2019 will expire December 31, 2019
- Ongoing management of Lyft Code campaign (refer to process document for additional information)
  - Organization, distribution, and communication for Lyft Codes
  - Email marketing messages surrounding recommended usage of Lyft Codes (festivals, etc)

#### **Construction Messaging**

- Email marketing messages surrounding The dot construction notices

### **Option 2: The dot Campaign (November 2019 to January 2020)**

#### **Lyft Codes**

- Purchase request of Lyft Codes – \*Reminder: All Lyft codes received in 2019 will expire December 31, 2019; need to determine expiration for 2020 codes with Lyft – recommend 6 months vs. 12 months
- Ongoing management of Lyft Code campaign (refer to process document for additional information)
  - Organization, distribution, and communication for Lyft Codes
  - Email marketing messages surrounding recommended usage of Lyft Codes (festivals, etc)

#### **Construction Messaging**

- Email marketing messages surrounding The dot construction notices

### **Option 3: The dot Campaign (January 2020 to June 2020)**

#### **Lyft Codes**

- Purchase request of Lyft Codes – \*Need to determine expiration for 2020 codes with Lyft – recommend 6 months vs. 12 months

- Ongoing management of Lyft Code campaign (refer to process document for additional information)
  - Organization, distribution, and communication for Lyft Codes
  - Email marketing messages surrounding recommended usage of Lyft Codes (festivals, etc)

#### Construction Messaging

- Email marketing messages surrounding The dot construction notices

### Timeline

#### Lyft Code Purchase Recommendation

- November 2019 – 200 codes
- December 2019 – 71 codes
- January 2020 – 150 codes
- February 2020 – 200 codes
- March 2020 – 200 codes
- April 2020 – 100 codes
- May 2020 – 250 codes
- June 2020 - 150 codes

### Budget

- Lyft Code Purchases - \$18,494 at \$14 each (maximum budget remainder of The dot project)
- Printing – appx. \$100 per run (runs appx. 8) \$800 (max. budget)
- Monthly campaign management - \$125 per hour; \$10,000-15,000 (maximum budget remainder of The dot project)\*\*this is based on no new list of businesses being presented; currently managing the existing list as well as one to two businesses new businesses per month in The dot area over the course of the project
  - November – 10-15 hours
  - December – 10-15 hours
  - January – 10-15 hours
  - February - 10-15 hours
  - March – 10-15 hours
  - April – 10-15 hours
  - May – 10-15 hours
  - June - 10-15 hours
  - Total Hours (max. budget) \$15,000
- Total (max.) Budget \$34,294



## **Business Services Agreement**

This services agreement is made and entered into by and between, **A. Victoria MAE dba of Victoria Public Relations LLC** located at 2535 Rochester Rd. Royal Oak, MI 48073 and **Ferndale DDA** (Client) located at 300 E 9 Mile Rd, Ferndale, MI 48220

---

**Engagement of Services.** A. Victoria MAE 's responsibilities include but are not limited to:

- The dot Campaign

**Compensation.** Client will pay A. Victoria MAE \$125 per hour for the project based on the outlined and agreed upon services starting upon signature of this agreement. Upon signature of this agreement, a 50% payment of the project/first month's estimate of hours will be invoiced at the time of signing this agreement. The remaining balance will be billed at the conclusion of the project or at the end of each month. Payment is due 10 days from invoice date. If an invoice becomes past due, until the invoice balance has been paid, A. Victoria MAE reserves the right to put all work on hold for the Client account and not resume work until payment is received. Should any agreement payment not be received by the due date on the invoice, a \$150 fee will be added (per 30-day cycle) that the payment is not received.

**Agreement Termination.** Either party may terminate this agreement upon 14 days written notice to the other party. A. Victoria MAE will submit final invoices no later than 30 days after the termination of this Agreement.

**Confidentiality.** Each party shall retain in strict confidence the terms and conditions of this Agreement and all information relating to the other party's business, development plans, programs, documentation, techniques, trade secrets, and systems. Neither party shall, unless otherwise required by law, disclose such information to any third party without the prior written consent of the other party.

**Relationship.** The parties intend that A. Victoria MAE's relationship with the Client in providing services shall be that of a business service agreement. Nothing in this agreement, or any performance associated with it, is intended or shall be construed to create a partnership, joint venture, or relationship of agency or employment between the Client and A. Victoria MAE, its employees, or subcontractors. The Client will regularly report amounts paid to A. Victoria MAE by filing a Form 1099-MISC with the Internal Revenue Service as required by law. A. Victoria MAE may perform the services required by this Agreement at any place or location and at such times as A. Victoria MAE shall determine.

**Distribution.** Client provides written authorization that A. Victoria MAE is authorized to distribute public relations and marketing items to media and other necessary parties on behalf of Client.

**Subcontracting and Employees.** A. Victoria MAE reserves the right to introduce qualified subcontractor(s) and/or employees into a project at its discretion. Subcontractor(s) and/or employees may perform specific task(s) as directed as part of the overall project. A. Victoria MAE will be responsible for the quality and completeness of work of all subcontractor(s). All project work will be completed by A. Victoria MAE employee(s) and/or subcontractor(s) as deemed necessary to meet project deliverables and to mitigate tasks.

**Content Property Rights.** A. Victoria MAE will not use any copyrighted content in development without the content owner's written permission. If Client provides copyrighted material for use in development, Client assumes all responsibility for the use of such content.

**Ownership of Property.** A. Victoria MAE acknowledges and agrees that all intellectual and actual property produced by A. Victoria MAE, is the property of the Client, and A. Victoria MAE shall retain no ownership, interest, or rights therein.

**Disclaimers.** A. Victoria MAE will not be liable to Client for any litigation that may be brought against the Client by any third party for any reason regardless of its nature. Client agrees that it shall hold A. Victoria MAE, harmless, for any claims brought against A. Victoria MAE by third parties relating to our development of the project contracted for by the Client. A. Victoria MAE reserves the right to withdraw any quote after 30 days of issuing the quote for approval.

**Expenses.** Actual expenses will be charged by A. Victoria MAE to the Client for all reasonable out-of-pocket expenses, including, but not limited to meals, travel, lodging and mileage at the maximum rate published by the IRS. Out-of-pocket expenses will be billed in addition to any agreed fees outlined in this document.

**Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Michigan, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Michigan, such personal jurisdiction shall be nonexclusive.

**Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**Injunctive Relief for Breach.** A. Victoria MAE agrees that obligations under this Agreement are of a unique character that gives them particular value; A. Victoria MAE 's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

*Items not contained in this document are not considered to be within the scope of the project. Note that the approximations of third-party vendors/tools are subject to change based on scope of work, if work with a third-party vendor is applicable to project.*

If the above information is understood and agreed upon, please place signature below.

<p>Signature: _____</p> <p>Date: _____</p> <p>Ashleigh V. Laabs A. Victoria MAE dba Victoria Public Relations LLC ashleigh@avictoriamae.com 989-780-4090 cell (call or text)</p>	<p>Signature: _____</p> <p>Date: _____</p> <p>I am authorized to sign this agreement on behalf of: Client _____</p> <p>Print Name _____</p>
--	---

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Business Outreach Campaign Update

**INTRODUCTION**

A. Victoria Mae was contracted to execute a business retention campaign program on behalf of the DDA from August - December 2019.

**SUMMARY & BACKGROUND**

To date, all businesses in the TIF district have been visited in person. Surveys have been received from 45 businesses, with 3 exit surveys also completed. This equates to a survey response rate of approximately 25%. Typical response rates to external surveys range from 10-15% (surveygizmo.com). One final round of follow up will be completed in November to encourage businesses to complete the survey. Several in-person interviews have also been conducted to delve deeper into particular questions or concerns such as parking.

Once analyzed, this sample size will allow us to predict the responses of the entire population (approx 200 businesses) with a 15% margin of error. For example, if 70% of respondents noted that communication needed improvement, we can predict that 55-85% of the entire business community would agree with that statement. This provides an excellent starting point for the budget process in January, as well as building a strong communication network with our businesses.

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[Business Visit Overview 11.14.19.pdf](#)

[Merchant Validation Campaign Update\\_11.14.19.pdf](#)

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Review and discuss campaign update and outline the next steps in finalizing the campaign with A. Victoria Mae.

**As of 11.8.2019**

**Business Visit Overview – 11.14.2019**

### **Business Visit Campaign Plan**

#### **Campaign Goal(s)**

- To find out if businesses know who the DDA is or not
- To collect updated information from the businesses for the DDA

#### **Value of Campaign:**

- Visibility/DDA brand awareness
  - Informing (to the DDA about the businesses)
  - Community and Connection

#### **Measurables of Campaign:**

- At least one form of outreach to each business on TIF business list (appx. 200 businesses) (AVM)
- 50% response rate of the survey on all businesses contacted (AVM)
- Database updated with correct contact and statistical information on every business who responded - via Hubspot and Google Forms (AVM)
- List of concerns and opportunities from businesses (with a top 5 for each) that can be used in strategic planning (AVM)
- Identify 10 or more business owners/managers that are interested in getting involved with the DDA (AVM)

#### **Campaign Tactics:**

- Business visits
  - Drop-ins
  - Scheduled appointment/meetings
- Phone calls – follow up/schedule
- Emails – follow up/schedule
- Business Surveys – "retention" and exit surveys

**By the Numbers – as of 11/8**

- 45 – Business visit surveys have been completed
- 3 – Business exit visit surveys have been completed
- 194 –Businesses (all) from the visit business plan that have received outreach

**Have you heard of the Ferndale DDA? (# of survey respondents)**

Yes - 37

No - 6

Maybe/not sure - 2

**Concerns (5)**

Getting people in the door/lead generation/marketing/sales/Growing awareness of business/brand awareness/growth of business in general

Parking

Landlord improvements to building

Staffing/HR/recruiting

Technology

**Opportunities (5)**

Marketing

Sales/Business Development – gaining customers and retention; e-commerce

Capacity of Business – business growth

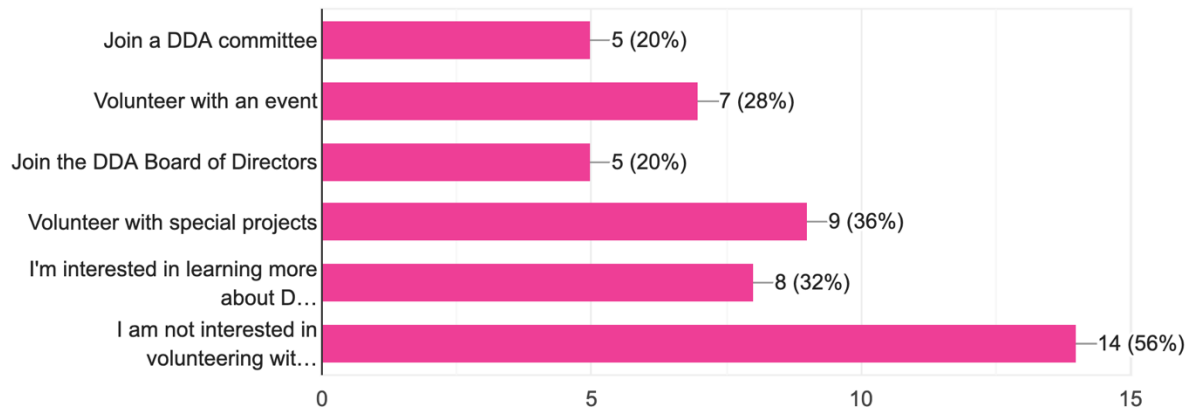
Festivals and events

Meeting other Ferndale business owners/networking events

**Business owners/managers that are interested in getting involved with the DDA (10)**

The Ferndale DDA has a variety of ways to get involved and volunteer.  
(Check the boxes below of all opportunities you are interested in.)

25 responses



#### Business Visit Survey Google Form Versions

<https://forms.gle/L2ceg4b8EApM16Xi8>

<https://forms.gle/K4WxiUg2BXtYy1Y8A>

[https://docs.google.com/forms/d/e/1FAIpQLSfrpqNUoe5GK\\_c1gPumawX1ledSjELF4fb6M62Tur2AWIJqXg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfrpqNUoe5GK_c1gPumawX1ledSjELF4fb6M62Tur2AWIJqXg/viewform?usp=sf_link)

#### Business Visit Exit Survey Google Form

[https://docs.google.com/forms/d/e/1FAIpQLScdhP6SPH8-o0LEMyYD5crhXAG8EWHVc4Kgl6II8ChK6ICgNA/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLScdhP6SPH8-o0LEMyYD5crhXAG8EWHVc4Kgl6II8ChK6ICgNA/viewform?usp=sf_link)

#### Maps

<http://ferndale.maps.arcgis.com/apps/View/index.html?appid=9c86bfbebd7e4aeba3ed372036b56345>

<http://ferndale.maps.arcgis.com/apps/View/index.html?appid=fc49fa54b11f45de80ff934ddef837f3>

<http://ferndale.maps.arcgis.com/apps/View/index.html?appid=145a47ff527f40a4b92caa59ef55be84>

Refer to PDF map for full DDA footprint

#### Business Visit Breakdown (Initial Plan)

- August – 29
- September - 43
- October - 41
- November - 81

**Updated Plan**

- August – 29
- September - 43
- October – 41
- November – 81 (Moving these to start in October)



**As of 11/7/2019**

**Merchant Validation Pilot Campaign Phase 2 Overview – 11.14.2019**

**Goal(s):**

- To create case studies (success stories) and value proposition statements of the value of the Merchant Validation program for businesses
- To have data showing usage (i.e. for every \$1 they spend on parking in Merchant Validation, the average customer receipt is \$30 minus cost of goods, labor, regular operational expenses = business ROI \$)

**Phase 2 Merchant Validation Pilot Campaign**

- Campaign to run until November 25 or again until the money runs out for each of the businesses

**Phase 2 pilot program participants:**

- Modern Natural Baby
- Union Barber
- Detroit Bubble Tea
- Bobcat Bonnie's
- DYE Salon

**Funding & Distribution:**

Each participating business was provided \$50 worth of \$1 coupon code cards

**Usage:**

As of 11/7/2019 – 1 redeemed code Detroit Bubble Tea