



FERNDALE DDA BOARD OF DIRECTORS MEETING NOVEMBER 9, 2017

8:00 A.M. Board Meeting

Ferndale City Hall; Council Chambers
300 E. Nine Mile Rd., Ferndale, MI

AGENDA

- I. Call to Order
 - A. Roll Call
 - B. Dismissals
 - C. Consideration of Agenda
 - D. Consideration of Minutes: September 2017
 - E. Consideration of Minutes: October 2017
- II. Consent Agenda
 - A. 2017 Downtown Businesses by Category
 - B. Staff Report
 - C. Financial Statement
 - D. MDA Legislative Update
- III. Call to Audience (no more than 3 minutes per person – 15 min. total allotted)
- IV. Community Reports
 - A. Chamber of Commerce
 - B. Ferndale Area District Library
 - C. Ferndale Public Schools
- V. Action Items
 - A. Lyft Co-Marketing Agreement
 - B. Capital Improvement Project Programming
- VI. Discussion Item – 2017 Strategic Plan Check-In
- VII. *NEW ITEM!* Business Fun Facts – Mini-Business Spotlights
- VIII. Call to Committee Chairs, Board Members & Staff (not more than 3 minutes)
- IX. Adjournment

CALENDAR OF EVENTS

November

1st
Biz Dev Committee 5pm
2nd
Executive Committee 5pm
7th
Design Committee 6pm
9th
DDA Board Meeting
10th
DDA Office Closed
Veteran's Day
13th
City Council 7pm
22nd
Promotions 5pm
23rd-24th
DDA Office Closed
Thanksgiving Holiday
25th
Small Business Saturday
Tree Lighting
27th
City Council 7pm

December

5th
Design Committee 6pm
6th
Biz Dev Committee 5pm
9th
Holiday Ice Festival
18th
City Council 6:30pm
20th
Promotions 5pm
21st
Merry Moonlight Madness
22nd – 29th
DDA Office Closed
Christmas & New Year's Holidays

January

1st
DDA Office Closed
New Year's Day
2nd
Design Committee 6pm
3rd
Biz Dev Committee 5pm
4th
Executive Committee 5pm
8th
City Council 7pm
11th
DDA Board Meeting
15th
DDA Office Closed
Martin Luther King Jr. Day
22nd
City Council 7pm
24th
Promotions 5pm
25th
Strategic Planning 6pm

**FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
THURSDAY, SEPTEMBER 14, 2017
8:00 A.M.
FERNDALE CITY HALL
300 E. 9 MILE
FERNDALE, MI 48220**

MINUTES

I. CALL TO ORDER

A. Roll Call 8:04 a.m.

DDA Board Members Present: Dean Bach, Mindy Cupples, Michael Hennes, Chris Johnston, Pj Jacokes, Blake Scheer, Jacki Smith and Jerome Raska

DDA Board Members Absent: Jay McMillan, Nathan Martin and Mayor/Council

Staff Present: Barry Hicks, Cindy Willcock, Torri Buback

Guests: Kara Sokol, Justin Lyons, Joe Gacioch, Sheryl Stubblefield, Cary Brooks, Jordan Twardy

B. Dismissals: Jay McMillan, Nathan Martin and Mayor/Council

C. Approval of Agenda

Motion by Director Raska, seconded by Director Jacokes to approve the agenda as presented. All Ayes, motion carries.

D. Approval of Minutes: August 2017

Motion by Director Raska, seconded by Director Hennes to approve the Minutes for August 2017 as presented. All Ayes, motion carries.

II. Consent Agenda

A. Nomination for a Michigan Works! 2018 Impact Award

B. Staff Report

C. Financial Statement

Motion by Director Jacokes, seconded by Director Scheer to approve the Consent Agenda as presented. All Ayes, motion carries.

III. Call to Audience

None

IV. Community Organization Reports

A. Chamber of Commerce

Matt Zook

The Chamber has hired an Administrative Assistant, Kimberly Spencer who is assisting on reorganization of the office. She was hired through Michigan Works, who supplement 50-75% of her salary for up to 5 weeks.

B. Ferndale School District

No report available.

OM Willcock noted that Dr. Bazzi indicated that if anything is needed to please let her know.

V. Presentations – Update on ‘The dot’

Assistant City Manager Gacioch and Director of Communications Kara Sokol presented an update on communications, The City has been working on a strategy for delivering communications to the community. Important to note: communication needs to be delivered in a communication style appropriate for three audiences – business community, customer and residential. Business will receive marketing materials, collateral, table tents, postcards, etc. Sokol is working on gathering the digital collateral. Online presence is a one stop shop – ferndaledot.com with city and DDA branding all in one place. Technology and resources allow for material download and sharing, including a fun video. There will also be app technology that will search and find parking. Material rollout is strategic, business, local residents and last vested interest. Mid to late fall for second launch, third will be holiday season and last will be 6 weeks before shovels hit the ground. Gacioch is meeting with the Planning Commission next Wednesday 9/20. If you live near a parking lot, you have been notified. The impact on water will be sustainability.

Director Cupples asked where we are on parking services. Gacioch responded Startrax has been approved and ready to talk about implementation. Lyft would also like to come out and talk about options if we can accommodate the time. Also having talks with local, alternative parking solutions, First Methodist is willing to provide vacant spaces.

Director Smith asked what is the timeframe and suggested we could get communication out for Small Business Saturday. Director Smith also commented that businesses want anything at this point, also asked how the PULP strategy fits in with the city. ED Hicks responded that we are adding services such as a “construction day” event, supplemental business support, that will all complement the city’s effort. Director Smith added we also need to give the businesses something that indicates we are addressing XYZ... Sokol added this is coming down the pipeline next week. Director Smith adds that she is frustrated a little because the DDA was charged with this responsibility. She sat in and saw the meetings and saw that the DDA was charged with the responsibility to run with the communication. We need clarification on the DDA’s role with this. Chair Bach asked for clarity on the DDA’s role with this effort. Director Smith added that the DDA’s role is continually changing and that she is continually getting push that the DDA is not doing their job. She is feeling blindsided and it’s concerning. Director Cupples does not agree, also hearing that we need to be more communicative. The DDA and City need to work together to clear this up because council is asking. Everyone likes the brochure a lot. Gacioch commented that the DDA is the liaison. That the City will compose the communications. Director Cupples adds that businesses are asking and no one is sure who is bringing what and when. Chair Bach asks if we can send the texts like we did How the West was One. OM Willcock added that there are concerns about releasing the communication too soon. ED Hicks added, the process is strategic, so as not to overwhelm businesses and customers with information that has not been confirmed. ED Hicks also added, we do have options, we have been mentioning parkferndale.com in our newsletter. ED Hicks stated

feedback is good for the next meeting about parking. Sokol added, that the City and DDA are scheduled to meet every other week to discuss parking. Director Smith stated she would like a supplemental meeting. Chair Bach asked where we are planning to park cars during the valet. Gacioch answered, Ferndale Foods and more lots they have access to and can access. Next Wednesday at 6:30pm there is a Planning Commission meeting. ED Hicks added there is an Appearance Review meeting on the 27th for The dot.

VI. Action Items

A. Brewers License Approval for Brooks Brewing.

City Planner Justin Lyons and applicant Cary Brooks presented. Lyons stated that the staff received the request and anything with liquor is pressing on the parking. Also added, The Planning Commission did review in August, their recommendation is to discuss the application. Currently, it's taking up 4 retail spaces and will grow over time, stated Lyons. Cary Brooks commented that he is excited to open in Ferndale, it's perfect for them and they can bring a lot to Ferndale. All beer and wine is made either on the premises with 22 beers on tap or at the Shelby Township location. Prefers to keep it simple, will be selling very limited food with everything being made in house or by a local company.

Director Cupples asked the square footage and capacity, Cary Brooks answered 3000 sq. ft. and 99 people. Director Hennes asked how much brewing? Cary Brooks answered specialty beers being brewed mostly with some other beers. Limited distribution. 2 kettles as opposed to 4 kettles. Director Scheer asked what the hours would be. Cary Brooks answered 12 pm until 2 am. Chair Bach asked how parking correlates with the capacity. Lyons answered it's based on square footage and not capacity. Cary Brooks added that he would like to open without a kitchen but would also like the option to add one. Director Raska asked if the Shelby location would be a destination. Cary Brooks answered yes. Directors Raska & Cupples are opposed to having another bar/restaurant in our downtown. Chair Bach stated the money goes right into the parking fund. Director Hennes is unfamiliar with this type of license. Cary Brooks stated they can only sell what they make – brewers license.

Director Johnston asked if they are bottling or canning in Shelby location later to sell. Cary Brooks said yes. Director Johnston added that there is a retail aspect and it's not just a bar. This is different and needs to be noted. Director Hennes and Director Johnston agree. Director Hennes' concern is with too few crossing options there on Woodward, he's seen too many accidents from people trying to cross and it needs to be addressed. Director Johnston said we need to go on record saying they are doing what they asked us to do in getting more retail. We need to go on record for vote. Director Smith stated, thank you for coming into our downtown.

Motion by Director Johnston, seconded by Director Smith to recommend that City Council approve the applicant's request to pay in lieu of parking for a Brewer's License at 22925 Woodward Avenue in accordance with Ordinance No. 1087, Section 24-233(k). The Board of Directors notes the following:

- 1.) It is unclear if approval of the application supports the DDA's goal of retaining and increasing retail in the downtown; and
- 2.) It is unclear if approval of the application supports the City Council's goal for Economic Prosperity in the Master Land Use Plan regarding increasing retail in the downtown.

Directors Cupples, Smith and Raska left at 9:46 a.m. and quorum was lost

VII. Discussion Items

A. Crosswalks, at Nine Mile Road & Woodward

ED Hicks presented. The City's Engineering consultant contacted The City about replacing the crosswalks, they are old (2003 installation) and deteriorating (noticeable since 2012). Based on previous bid results, removal and replacement of the stamped, colored concrete and ADA compliance, the estimation is sought to be around \$120,000 and may require four stages of work with estimations lasting as long as 8 weeks until completion.

OM Willcock said we want to give a softer feel to the crosswalks. Don't let it become just another crosswalk, stated City Planner Jordan Twardy. Twardy stated that he has contacts for gum removal, sidewalk murals and crosswalk updates if we need them. ED Hicks said the sidewalk/crosswalks are on the Design Committee agenda.

B. Employee Development

Acknowledging the DDA's commitment to employee development through training, education and experience, the Executive Committee and the DDA Executive Director will work together and develop a plan for the Operations Manager to facilitate training and education opportunities to advance within the organization.

Put it on the agenda and more to come on that, said ED Hicks. Director Johnston added, Cindy Willcock is very valuable and has developed a whole lot. Director Bach stated they are coming up with a new position and should have something ready by the next meeting. OM Willcock said she is ready to do more and ready to move forward with new responsibilities and for a job description to be more accurate and reflective of what she is currently doing.

VIII. Call to Committee Chairs, Board Members & Staff

Director Hennes noted that in regards to the Brooks proposal, he is in favor of development in that area and although it is not the ideal use, it is a better fit than many other options. He also stated that he believes there need to be more crossing opportunities on Woodward for safety and for businesses to be successful.

Director Scheer noted that agrees that retail might be attracted by the enhancements Brooks would bring to the block

OM Willcock provided an update on DDA event

Chair Bach provided information on the Hurricane Harvey Help Day Fundraiser

IX. Adjournment

Meeting adjourned without quorum at 10:20 a.m.

**FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
THURSDAY, OCTOBER 12, 2017
8:00 A.M.
FERNDALE CITY HALL
300 E. 9 MILE
FERNDALE, MI 48220**

MINUTES

I. CALL TO ORDER

A. Roll Call 8:00 a.m.

DDA Board Members Present: Dean Bach, Chris Johnston, Blake Scheer, Jacki Smith, Jerome Raska and Michael Hennes

DDA Board Members Absent: Jay McMillan, Mindy Cupples, Nathan Martin, P.J. Jacokes and Mayor/Council

Staff Present: Barry Hicks, Cindy Willcock, Torri Buback

Guests: Justin Lyons, Joe Gacioch, Karl Weyland (WhatsupMichigan), Elliot Darvick (Lyft), and Anthony Marrow (Pulp Detroit), Jenny Marr (Library Director)

B. Dismissals: Jay McMillan, Nathan Martin, PJ Jacokes and Mayor/Council

C. Approval of Agenda

No quorum for vote

D. Approval of Minutes:

No quorum for vote

II. Consent Agenda

A. Staff Report

B. Parking Citations/Mobile Payments Update

**Director Hennes arrives 8:07am*

Motion by Director Smith seconded by Director Scheer to approve the Consent Agenda as presented

Items 1.C. and 1.D. revisited for consideration with quorum.

C. Approval of Agenda

Motion by Director Smith, seconded by Director Johnston to approve the agenda with amendment made to switch items C for B under presentations. All Ayes, motion carries.

D. Approval of Minutes: No minutes to approve

III. Call to Audience

None

IV. Community Organization Reports

A. Chamber of Commerce

Director Raska spoke on behalf of FAC; The Chamber is celebrating Ferndale businesses with the Best of The Best event held on 11/2 at the Red Door. A fun evening with silent auction, tickets are available online.

B. Ferndale School District

No report available. OM Willcock acknowledged that Ferndale won homecoming.

V. Presentations

- A. Karl Weyland of **What's Up Michigan** presented and explained the business model. The goal is to connect people with community events. What's Up Michigan currently works with many different regions. Traverse City is their strongest, reaching 40,000 people a month on the Facebook page alone. Director Scheer asked how people are finding this app. Karl responded, through word of mouth. WUM is confident in their abilities to reach and exceed the numbers they are recording for TC, in Ferndale and would like to promote all our events, including the large ones. Pricing runs \$500 per section or \$1500 for all three sections (events, lodging and dining).
- B. Elliot Darvick of **Lyft** presented. People using Lyft are spending up to 59% more on local businesses. 37% of people using Lyft commute to and from work and 23% are small business owners. Lyft is solving downtown accessibility for commuters, employees and customers. Incentives to get downtown will run during the time of 11am – 9pm with a \$5 coupon for participating businesses and \$4 going back to the businesses. Director Johnston asked how helpful the promotions are and if they have enough cars to support the demand. Everything is kept in balance and there are enough cars on the road during any given moment, responded ED. Director Smith asked what the stats are for consumers using Lyft for shopping. ED responded, the top 10 destinations consumers are traveling to are grocery stores and general retail shopping. People are looking to avoid parking. Director Bach asked if there is a designated area for drop off and pickup. For events, we can optimize designated areas to make it easier for patrons, responded ED. Karl Weyland asked if they can be dropped off in a certain spot. ED responded, there are credits to allow for that. Director Bach is interested.

- C. Assistant City Manager, Joe Gacioch presented the City's first mobile app, **SeeClickFix**, which launched Monday night with a video. The app is interactive and allows visitors to submit a ticket to DPW for issues noticed around town. Users may also submit a ticket through the City's website. The app is a great tool for businesses to use and can capture sidewalks not shoveled in the winter too.
- D. Executive Director Barry Hicks and Anthony Morrow of **PULP Detroit** presented the Business Support Strategy for releasing The dot communication. There will be a microsite within a website, 50% will be updates and the other 50% will be featuring and highlighting businesses. Ferndale is its people and its businesses, it's important to remind people that's what it's all about. We'd like to have it launched by 11/27 since the meetings on that day are televised, stated ED Hicks. Director Smith asked if businesses can upload content for events and such. Yes, that is the plan, responded Anthony. Social Media will be released closer to construction. However, there is a need to get something on the website as soon as possible. The DDA is looking for support and a green light to move forward on the release. Director Smith is getting a lot of questions about what is going on. We are projecting sometime between February and April 2018 for the groundbreaking and will have a better idea when the bids come in, stated Gacioch. Board motions all ayes for moving forward with releasing website communications.

Director Hennes arrives at 8:07 am and quorum is formed.

VI. Action Items

A. 2018 DDA Board of Directors Calendar – Approval needed

Approval of proposed 2018 DDA Board of Directors calendar – monthly meetings will continue the second Thursday of each month at 8:00 am in Council Chambers at City Hall (300 E. Nine Mile Rd).

Motion by Director Smith, seconded by Director Hennes to approve 2018 DDA Board of Directors Calendar as presented.

Motion: All ayes, motion carries.

B. Howard and Howard – Library Millage Agreement

In 2017 a law passed excluding library taxes from capture by tax increment financing entities, including downtown development authorities. For continuation of library millage to occur, an agreement is needed between the DDA & Ferndale Public Library.

Discussion: Director Smith asked what the status is with the Howard and Howard contract. Director Bach suggested adding the library to the Community Reports section going forward. OM Willcock introduced Ferndale Area District Library Director, Jenny Marr. The library does not plan on opting out of the millage, the idea is to create transparency for the public – it's a win/win for all, Stated Marr. She also stated, there are many ways to collaborate and we just need to plan it out, placemaking and courtyard is a concern of Pro Tem Melanie Piana's. The Strategic Plan is up in a couple months and the DDA is a stakeholder, added Marr. Director Smith stated the most affected cutback is the Worry-Free contract. Marr clarified that prior contracts cannot be opted out of. Director Smith requested clarification on the agreement. ED Hicks weighed in

with the brief history - libraries opt out of DDA capture based on new state law. Legislation allows for the library to opt in without going for anything additional. 1 million to 2 million increase from library that goes off the evaluation of property. We are working with the library to capture our millage rate, stated ED Hicks. Marr stated that there has to be an agreement before we can move forward. ED Hicks asked if we can table this.

Motion by Director Raska, seconded by Director Scheer, to table the discussion needed for library millage agreement.

Motion: All Ayes, motion carries.

C. Mainstreet Conference 2018 – Approval needed

Each year the National Mainstreet program hosts a conference to bring together Main Street communities from across the United States to discuss what is going on in their communities and to share ideas. This year's conference will be held in Kansas City, MO with travel expenses totaling \$2140 per person. Board packet memo captures a complete breakdown of expenses to be incurred per person.

Discussion: Director Smith asked what our objective is. It's a good networking opportunity and it gives us insight and ideas into what's working well for other communities in the program.

Motion by Director Raska, seconded by Director Hennes to authorize up to \$2140 per person, not to exceed 5 people for the Mainstreet conference March 26th – March 28th 2018 for up to two first time attendees other than office staff.

VIII. Call to Committee Chairs, Board Members & Staff

OM Willcock reported; Fido does Ferndale is coming up next week (10/19). Small Business Saturday is also coming up next month (11/25). The final numbers are in for the Hurricane Harvey help day and will begin sending the checks to LaGrange and Cuero, TX.

Director Hennes added, the Conserva staff were upset about the Oktobeer Festival (10/6-10/8) shutting out a good portion of their weekend traffic. OM Willcock also spoke with Matt at Conserva about the concerns they are having and invited him to attend the monthly board meetings. Director Hennes stated, the events are closing 50% of business for restaurants and retailers. Gacioch also added, we need to re-look at the event situation and how we can effectively manage this going forward.

IX. Adjournment

Chairman Bach adjourned the meeting at 9:49 a.m.

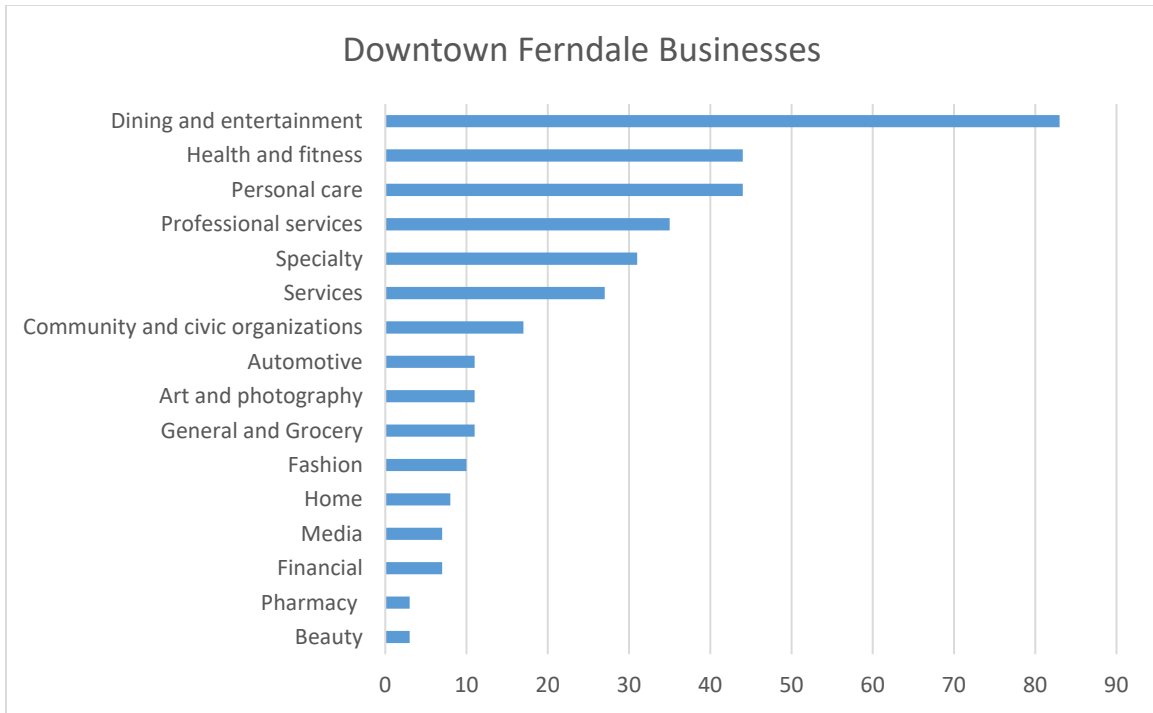


MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 11/07/2017
Re: **2017 Downtown Business by Category**

In October of 2017, Community Development Intern, Mara Braciszewski, used the DDA to compile a list of businesses separated by category in the downtown. This was made possible by the DDA's efforts over the past two years to collect information about our downtown businesses and compile this information in our Customer Relationship Management software. I wanted to share this information with you because I thought you may appreciate the efforts made by the City's intern and to see what having an effective and functional CRM software platform can do by making it easy to collect and store data. This is directly related to the DDA's Key Thrust to be 'Data and Plan Driven' from the Strategic Plan.

Beauty	3
Pharmacy	3
Financial	7
Media	7
Home	8
Fashion	10
General and Grocery	11
Art and photography	11
Automotive	11
Community and civic organizations	17
Services	27
Specialty	31
Professional services	35
Personal care	44
Health and fitness	44
Dining and entertainment	83
Total	352



Recommended Actions

To RECEIVE the memo as part of the consent agenda.

November 2017

Consent Agenda

Sample Motions:

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

Staff reports are presented to the DDA Board of Directors at their regular meetings each month. Staff report is a summary of activities for the previous month and is not intended to be all-inclusive.

Committee Summaries

Business Development

- Discussed 'The dot' updates – timeline, business visits, valet services (more info in this report under "The Development on Troy")
- Small Business Saturday
 - Led by volunteer Christina DiBartolomeo, with 9 businesses signed on for the 13 available scavenger hunt spots and swag has arrived from AmEx for distribution to participating businesses.
 - The Welcome Station to be held from 11-2 on November 25th at the Rust Belt Market.
 - We again are partnering with the Chamber, who have been walked through the process and have ordered their swag.
 - Oakland County has also launched their Small Business Saturday Shopper Contest. Businesses signing up are placed on the county map of participants and entered into a drawing for \$1,000. Shoppers have the chance to win \$5,000, \$2,000 or a \$500 travel voucher on Southwest Airlines.
 - Tree Lighting will be the same evening at 6:00 pm in the south Woodward median at 9 Mile, with pre-lighting entertainment by the Ferndale Middle School Jazz Choir.

Promotions

- Fido Does Ferndale had great weather, great attendance and netted approximately \$950 under the leadership of volunteer chair Michele Kress.
- Downtown Trick or Treat, organized by the Boston Tea Room, was the biggest one yet, with over 800 kids and their parents receiving treats from over 60 businesses & civic groups.
- Holidays materials created and holiday mailing sent to all businesses.
- Holiday Ice Festival

- Holiday Magic has been good with the Title sponsor, 1 presenting sponsor and 1 warming tent sponsor signed on to date, as well as 3 of 5 available live carvings sold and 7 ice carvings sold, well ahead of the pace for last year.
- Santa, fire truck, reindeer, hayride, warming tent charity and 2 photographers confirmed.
- Working on entertainment for the event with Ferndale Community Concert Band and Detroit Together Men's Chorus.
- The promotions committee continues to work on 2018 programming to focus on businesses segments. Ideas include: Indoor Sidewalk Sale, Fitness Crawl, Hair Wars, Ladies Nights and Restaurant Week.

Design

- Worked with 5 Apples Mediterranean Bistro to assist with designing the front of the building and the main entry. Comments were received by the applicant and they took the revisions to the Appearance Review Committee on October 11 and were approved.
- Reviewed 'The dot' and commented on design elements. Suggestions offered for design elements included:
 - For security purposes, barricades must be placed around the event plaza space. Using heavy cement planter boxes with fork-lift slits on the bottom were suggested. They could be placed anywhere downtown and moved into position when needed for events. This would provide both security/barricade and also allow for the continued greening of downtown.
 - Wrapping the front of the structure with a green 'swoop' similar to that which is seen on other public parking lots making it more identifiable as a public parking structure. The swoop would emulate the 'Radio City' look and feel to match existing signage downtown.

Informational Items

Snow Removal Reminder

- Don't forget it will soon be that time of year where we all have to do our part to keep the sidewalks clear of snow and ice – Please encourage your neighbors to keep up so our sidewalks are safe!
- The DDA & City staff met to prepare mailings and outreach to send to business owners to remind them of the City's code enforcement with regard to snow and ice removal.
- Use SeeClickFix app on your phone to report snow or ice issues.
- City is working with DDA to revise policies for next winter with regard to the timeliness of snow and ice removal. The city presently allows 24 hours to remove snow and ice – this timeframe may be shortened in the future. Technology is making it easier and faster for the City to keep up with violations.

Outreach

- Business visits: 3 Winks, AR Workshop, Detroit City Skateboards, Affirmations, Hi Hat, FreeSpace Décor, Detroit Comics, Rouge, Future Lazer Tiger, GreenSpace, Ferndale Mobile, the Bosco, M.C. 'Wiches, Mejishi Martial Arts, The Conserva, Larry Wolf, Biggby, Professional Guitars, Crossfit HCS, Keller Williams Realty, First United Methodist Church, Ferndale Family Pharmacy, Go Comedy, 5 Apples Mediterranean
- Partner Meetings: Ferndale Public Schools, City of Ferndale, Ferndale Chamber of Commerce, Oakland County, City of Ferndale Recreation Department, LGBTQ Pride Flag Ceremony, SMART, City of Oak Park, City of Royal Oak

Property & Business Development

- 415 W. Nine Mile – new office building being constructed next to the Planavon/W. Nine Mile public parking facility. New mural was approved by Appearance Review Committee for the east side of the building facing the Planavon Parking lot.
- Ferndale Haus (former Save-A-Lot site) –
 - Construction continues on the site
 - The Developer is working with the DDA Executive Director and Parks & Recreation Director to finish design for Schiffer Park – they met with City staff in October to revise the architectural drawings and address public utility issues. Revisions should be complete by April 2018.
 - Construction of Schiffer Park will be the last phase of this project and will not be completed until 2019.
 - There will be over 100 residential units with some office/retail on the first floor. The project cost is estimated at approximately \$16 million with approved Brownfield Credits estimated to be worth \$2.6 million.
- 409 on Nine (former Ferndale Area Chamber of Commerce Location) –
 - Plans have been approved by the Appearance Review Committee, Planning Commission, and City Council.
 - Fencing is in place and pre-demolition activities have begun; Demolition and Building plans have been submitted
 - Wolf River Development is proposing the construction of 100 new, market rate residential housing units. The project cost is estimated at approximately \$15 million.

The Development on Troy (The dot)

To see conceptual designs of The dot, check out this link where you can download the full Planned Unit Development District Application:

<http://www.parkferndale.com/ParkingDeck/SitePlan/tabid/118/Default.aspx>

- Don't forget to check out www.ferndaledot.com for the latest news about The dot – share this website with anyone asking questions about the project. Everything we know will be updated on this site.
- The DDA & City Staff met with StarTrax Valet to discuss some changes in services. Some quick facts:
 - 2 valet stands will be placed downtown – one will be in the Alley behind Dye Salon by the Withington Parking lot. The other will be on Troy Street behind Green Space Café.
 - Vehicles will be parked at Spaulding & Curtin Funeral Directors and Ferndale Foods.

- The Valet will be tested on November 24th – 26th (Small Business Saturday is November 25th) and again during the weekend of Holiday Ice on December 8th – 10th. At this time, the Valet is scheduled to run from Noon-9pm those days, however, hours may be changed; more details to come.
 - StarTrax will keep track of how many cars they park and will ask patrons where they are going.
- Partnership with Lyft
 - DDA Board to consider comarketing agreement with Lyft for the holiday season and into the beginning of 2018 during their November 9th, 2017 meeting.
 - Lyft will provide discount code to use in their app worth up to \$10 per new rider that is taking a trip to downtown Ferndale
 - Discount code will be: GOFERNDALE
 - DDA will distribute posters and postcards to businesses that will be provided by Lyft.
 - DDA will promote the ride-sharing service during Small Business Saturday and on their social media platforms and website.
- The City & DDA met with First United Methodist Church (Corner of Woodward & Leroy) on October 2nd and negotiated the use of their parking lot during weekend peak parking hours (Thursday evenings through Saturday nights). Terms were agreed upon and the language is being prepared by the City Attorney for execution. It is anticipated that the Church Board will consider the contract at their November 13th meeting.
- The Executive Director has finished a draft Business Support Strategy and Pulp Detroit is working on finishing the online components to the strategy. The online version will be presented at the November 27th City Council Meeting.
- Currently, architects are working on finishing the drawings, specs, and bid documents for The dot RFP.
- City Issued an RFP soliciting interest in developing the street-level commercial space, the two (2) levels of office space atop the structure, and the residential building along Allen Street. Proposals are Due November 17th, 2017.

New Businesses/Expansions/Retention

- New Businesses – Crossfit HCS, AR Workshop, Yeah Haus, Fair Sky

Projects

- Library Millage – DDA Attorney drafted language for an agreement between the DDA and Library to allow DDA to continue to capture TIF revenues. Language was considered by the DDA Board of Directors at their October 12, 2017 meeting and tabled at the request of the Library so that they would have more time to review and work with the DDA to increase transparency to understand how funding will be used.
- Parking RFP – DDA & City will interview Passport Parking & NuPark on November 8th and review their proposals for parking management software.
- Schiffer Park – the Executive Director is working with the Developer at Ferndale Haus on plans for Schiffer Park's redevelopment. Work on the building is underway and development plans for the park should be finalized this year with construction beginning as soon as the development is near completion in 2019.
- Building Design Ordinance Revisions – currently being revised by the City's Planning Consultant.
- Incentives Committee – the Executive Director is working with City on revising their Incentives Policy. Incentive committee will not meet again until early 2018.

Events

Past:

- **Hurricane Harvey Help Day** – worked with National Main Street, Main Street Oakland County, Texas Main Street and Downtown Ferndale businesses to organize fundraiser to assist those impacted by the hurricane. Finalizing disbursement of funds to La Grange and Cuero. 26 businesses participated and raised approximately \$7,000.
- **Fido Does Ferndale** – The Michigan Humane Society joined us and our sponsors to celebrate our furry friends on October 19th.

Coming up:

- **Small Business Saturday** – Confirmed with City Manager that Council will support a proclamation for free parking; coordinating with the Chamber to expand reach; volunteers are on board and most materials have been received from American Express – distribution will happen November 20th and 21st
- **Holiday Ice Festival** – Communication/sponsorship information is being distributed at this time; Title sponsor along with a few others already secured; at least two ice sculptors have been purchased already at the time of the writing of this staff report; still need morning photographer
- **Other:** working with University of Detroit-Mercy on promotional opportunities to capitalize on their proximity to Downtown Ferndale to drive business.

Administrative

- The Executive Director & Executive Committee are working on an Employee Development Plan
- The City Manager's Office and DDA Executive Director met to coordinate efforts to launch the Business Communication Plan, provide updates on the StarTrax & Lyft contracts, and discuss other matters related to The dot.
- The Business Spotlight program is revamping with some help from volunteers to draft content.
- The Executive Director attended training hosted by the City on Coaching & Training.
- Staff booked hotel rooms for National Main Street Conference and will be working with Oakland County to utilize up to two (2) scholarships for attendees.
- Major Website Updates
 - Updated the Board of Directors page to reflect the current board, board member terms, and contact info.
 - Updated Budget portion of website to reflect current approved budget
 - Revised Strategic Plan portion of website to reflect current strategic plan
- Staff assisted with reestablishing the Mayor's Small Business Council and reconvened on November 7th.

Training

- Staff Attended Main Street Oakland County Training on November 6th to learn about parking and place-making in downtowns.
- The Administrative Assistant attended Oakland County Training on how to handle Challenging Conversations.
- The Executive Director attended training hosted by the City on Coaching & Training.

PERIOD ENDING 11/30/2017						
GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	11/30/2017	MONTH 11/30/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Revenues						
Dept 000-General						
248-000-402.000	Property taxes	418,400.00	252,543.77	0.00	165,856.23	60.36
248-000-402.001	Property Taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-402.005	Property Taxes - Loss in Change of PPT	0.00	0.00	0.00	0.00	0.00
248-000-402.200	Reimbursement for PPT Loss	0.00	0.00	0.00	0.00	0.00
248-000-403.100	Property Tax Chargebacks	0.00	0.00	0.00	0.00	0.00
248-000-404.000	Voted Property taxes	56,000.00	39,004.32	0.00	16,995.68	69.65
248-000-404.001	Voted Property taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-523.000	Federal grant	0.00	0.00	0.00	0.00	0.00
248-000-545.000	State grant	3,000.00	0.00	0.00	3,000.00	0.00
248-000-550.010	State PPT Loss Reimbursement	0.00	0.00	0.00	0.00	0.00
248-000-610.000	Participation fees	0.00	0.00	0.00	0.00	0.00
248-000-665.000	Interest income	0.00	0.00	0.00	0.00	0.00
248-000-675.000	Contributions	25,000.00	6,440.00	900.00	18,560.00	25.76
248-000-675.500	Contributions - DDA - Public Art	1,000.00	22.00	0.00	978.00	2.20
248-000-676.101	General Fund contrb.	0.00	0.00	0.00	0.00	0.00
248-000-695.000	Miscellaneous income	0.00	0.00	0.00	0.00	0.00
248-000-698.000	Net unrealized gains	0.00	0.00	0.00	0.00	0.00
248-000-699.661	Transfer In from Motor Pool	0.00	0.00	0.00	0.00	0.00
248-000-699.677	Transfer In from HR Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000-General		503,400.00	298,010.09	900.00	205,389.91	59.20
TOTAL REVENUES		503,400.00	298,010.09	900.00	205,389.91	59.20

User: Bhicks
DB: Ferndale

Fund 248 Downtown Development Authority

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2017 (ABNORMAL)	MONTH 11/30/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Expenditures						
Dept 000-General						
248-000-706.000	Full Time Personnel	151,744.00	53,178.86	5,836.31	98,565.14	35.05
248-000-707.000	Part-Time Personnel	0.00	0.00	0.00	0.00	0.00
248-000-709.000	Overtime	0.00	0.00	0.00	0.00	0.00
248-000-714.000	Holiday Pay	0.00	0.00	0.00	0.00	0.00
248-000-714.100	Sick Pay - Annual	0.00	0.00	0.00	0.00	0.00
248-000-715.000	Social Security	11,608.00	4,038.35	446.47	7,569.65	34.79
248-000-716.000	Health - premiums	0.00	0.00	0.00	0.00	0.00
248-000-716.100	Health Insurance	17,624.00	3,904.69	456.76	13,719.31	22.16
248-000-716.110	Health Insurance - EE Contribution	(2,350.00)	(138.30)	(15.00)	(2,211.70)	5.89
248-000-716.115	Health Insurance - Retiree	0.00	0.00	0.00	0.00	0.00
248-000-716.150	Health Insurance Waiver	0.00	0.00	0.00	0.00	0.00
248-000-716.736	Health - OPEB Funding	0.00	0.00	0.00	0.00	0.00
248-000-717.000	Life Insurance - EE	211.00	106.83	26.40	104.17	50.63
248-000-718.000	Pension- ICMA-RC 401	10,622.00	3,695.22	408.54	6,926.78	34.79
248-000-719.000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
248-000-721.000	Longevity	0.00	0.00	0.00	0.00	0.00
248-000-725.000	Workers Compensation	850.00	1,120.49	0.00	(270.49)	131.82
248-000-730.000	Postage, Mail processing	500.00	0.00	0.00	500.00	0.00
248-000-740.000	Operating Supplies	25,000.00	1,993.22	0.00	23,006.78	7.97
248-000-747.000	Grant Activity	3,000.00	0.00	0.00	3,000.00	0.00
248-000-752.000	Motor Fuel / Lubricants	1,000.00	0.00	0.00	1,000.00	0.00
248-000-775.000	Repair & Maintenance	1,000.00	0.00	0.00	1,000.00	0.00
248-000-802.000	Audit/Actuarial Fees	1,000.00	0.00	0.00	1,000.00	0.00
248-000-818.000	Contractual Services	28,000.00	(86.25)	0.00	28,086.25	(0.31)
248-000-853.000	Phone/Communications	0.00	0.00	0.00	0.00	0.00
248-000-853.116	Telecom - Cell Phone EE Reimb.	2,340.00	0.00	0.00	2,340.00	0.00
248-000-873.000	Training/Education	15,000.00	25.06	0.00	14,974.94	0.17
248-000-885.000	Special programs	30,000.00	1,691.80	0.00	28,308.20	5.64
248-000-900.000	Printing & Publishing	10,000.00	437.50	0.00	9,562.50	4.38
248-000-914.000	Liability Insurance	1,800.00	0.00	0.00	1,800.00	0.00
248-000-920.000	Utilities	7,600.00	3,635.04	0.00	3,964.96	47.83
248-000-931.000	Facilities Maintenance	144,000.00	53,584.00	0.00	90,416.00	37.21
248-000-940.200	Equipment Leases - Non-City owned	0.00	0.00	0.00	0.00	0.00
248-000-942.000	Building Rental	1,800.00	0.00	0.00	1,800.00	0.00
248-000-943.000	Equip Rental Alloc - General Fund	1,800.00	272.98	0.00	1,527.02	15.17
248-000-956.000	Miscellaneous	102,800.00	0.00	0.00	102,800.00	0.00
248-000-958.000	Memberships & Dues	3,500.00	0.00	0.00	3,500.00	0.00
248-000-961.101	General Fund Admin Allocation	16,852.00	0.00	0.00	16,852.00	0.00
248-000-968.000	Depreciation Expense	0.00	0.00	0.00	0.00	0.00
248-000-970.000	Bad Debt	0.00	0.00	0.00	0.00	0.00
248-000-974.000	Public Improvements	18,000.00	0.00	0.00	18,000.00	0.00
248-000-977.000	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
248-000-996.000	Interest Expense	0.00	0.00	0.00	0.00	0.00
Total Dept 000-General		610,301.00	127,459.49	7,159.48	482,841.51	20.88
TOTAL EXPENDITURES		610,301.00	127,459.49	7,159.48	482,841.51	20.88
Fund 248 - Downtown Development Authority:						
TOTAL REVENUES		503,400.00	298,010.09	900.00	205,389.91	59.20
TOTAL EXPENDITURES		610,301.00	127,459.49	7,159.48	482,841.51	20.88
NET OF REVENUES & EXPENDITURES		(106,901.00)	170,550.60	(6,259.48)	(277,451.60)	159.54



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 11/07/2017
Re: **MDA Legislative Update**

Please see the attached Legislative Update from the Michigan Downtown Association regarding SB 393, the "Recodified Tax Increment Financing Act."

Recommended Actions

To RECEIVE the memo as part of the consent agenda.

November 2, 2017

**A Quick Report on the hearing today on SB 393, the “Recodified Tax Increment Financing Act”
From Jean Doss, Capitol Services, Inc.**

Today, the Senate Economic Development and International Investment Committee, chaired by Sen. Ken Horn (R-Frankenmuth), held a hearing on Senate Bill (SB) 393, sponsored by Sen. Horn. The hearing was for testimony only; no vote was taken. A draft “substitute” (a revised version) for SB 393 with changes was not ready in time for today’s hearing, but should be released shortly. The Chair will ask the committee to adopt the substitute next Thursday, November 9, and then take a vote on the revised bill.

Nathan Mack, Co-Chair of MDA’s Legislative and Advocacy Committee (and Executive Director of the Jackson Downtown Development Authority) represented MDA at the hearing, and indicated MDA’s support for the bill (Thank you Nate, for doing a great job representing MDA!). The Michigan Municipal League (MML) and the Michigan Township Association (MTA) also provided brief comments, indicating that they support the bill “in concept.” The Michigan Association of Counties (MAC) indicated that it was ‘neutral’ on the bill.

SB 393, is identical to the bill passed by the Senate last year (which died in House Local Government Committee) and essentially would do the following:

- Recodify several tax increment financing (TIF) statutes (so all current TIF statutes are moved into one “Act” in Michigan Compiled Laws).
- Establish reporting requirements for previously created authorities and authorities created under the proposed Act, and penalties for noncompliance with those requirements.
- Require authorities to hold informational meetings.
- Provide for the continuation of a liability or obligation of an authority under a statute that the bill would repeal.

The bill would repeal the Historic Neighborhood Tax Increment Finance Authority Act and the Private Investment Infrastructure Funding Act.

MDA supports this bill, sponsored by Sen. Horn, a champion of DDAs, because it provides a counter-balance to more draconian ‘reforms,’ and because of Sen. Horn’s work to craft a bill that does not impose undue administrative burdens on DDAs.

To review a nonpartisan analysis of the bill, see the attached document or go to:

<http://www.legislature.mi.gov/documents/2017-2018/billanalysis/Senate/pdf/2017-SFA-0393-G.pdf>

What's next?

As mentioned above, we expect the draft substitute for SB 393 to be adopted and then voted on by the Senate Economic Development Committee next Thursday. While we are waiting to see the actual substitute (or revised version) of SB 393, it's our understanding that it will include changes addressing a few remaining issues for MDA, MML, and MTA that were not resolved last session (Sen. Horn and his staff made numerous changes to the bill last year in response to MDA's feedback). We have also learned that the new version will change the current law which requires DDAs to submit an annual report to the Department of Treasury, to instead require all TIF authorities to submit an annual report to the Michigan Strategic Fund/MEDC. This change is supported in concept by MML and MTA. MDA's Board has expressed concern with this change.

Stay tuned!



Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536

BILL



ANALYSIS

Telephone: (517) 373-5383
Fax: (517) 373-1986

Senate Bill 393 (as introduced 5-18-17)

Sponsor: Senator Ken Horn

Committee: Economic Development and International Investment

Date Completed: 11-2-17

CONTENT

The bill would enact the "Recodified Tax Increment Financing Act" to do the following:

- **Recodify several tax increment financing (TIF) statutes.**
- **Establish reporting requirements for previously created authorities and authorities created under the proposed Act, and penalties for noncompliance with those requirements.**
- **Require authorities to hold informational meetings.**
- **Provide for the continuation of a liability or obligation of an authority under a statute that the bill would repeal.**

The bill would repeal the Historic Neighborhood Tax Increment Finance Authority Act and the Private Investment Infrastructure Funding Act.

(The Historic Neighborhood Tax Increment Finance Authority Act allows the establishment of a TIF authority within the boundaries of a historic district if the governing body of a municipality determines that is necessary to halt property value deterioration and increase property tax valuation in a residential district. The Private Investment Infrastructure Funding Act allows municipalities to enter into "negotiating partnerships", which are collaborative efforts between public entities governing the development and financing of public facilities; and allows public entities to solicit or negotiate with private sector investors for funding, and repay the investors with tax increment revenue.)

Recodified TIF Acts

The proposed Act would recodify the downtown development authority Act, the Tax Increment Finance Authority Act, the Local Development Financing Act, the Nonprofit Street Railway Act, the Corridor Improvement Authority Act, the Water Resource Improvement Tax Increment Finance Authority Act, and the Neighborhood Improvement Authority Act. The recodified provisions of these Acts would be "Parts" of the proposed Act.

Generally, each Act would be recodified with several changes that would be similar for each part. Except in the Nonprofit Street Railway Part, each part would omit existing provisions that are similar or identical to the following:

- The requirement that an authority annually submit to the governing body of the municipality and the State Tax Commission a report on the status of the tax increment financing plan.

- The ability of the Commission to institute proceedings to compel enforcement of the Act.
- The ability of the Commission to promulgate rules necessary for the administration of the Act.

Generally, each of the TIF Acts states that a tax increment finance plan cannot be abolished until the principal of and interest on bonds issued pursuant to the Act have been paid or funds sufficient to make the payment have been segregated. Except in the Nonprofit Street Railway Part, the bill states in each part that a TIF plan could not be abolished, allowed to expire, or otherwise terminated until the principal of, and interest on, bonds issued pursuant to the part had been paid or funds sufficient to make the payment had been segregated.

(In general, a tax increment finance plan is a plan for an authority to "capture" revenue from incremental increases or value in a designated area or district, and to spend the revenue to develop the area or finance a specific project.)

Authority Reporting Requirements

Under Part 9 of the proposed Act, each municipality that had created an authority or that created an authority would have to create a website or use the existing website of the municipality that was operated and regularly maintained with access to authority records and documents for the fiscal year beginning on the Act's effective date, including all of the following:

- Minutes of all board meetings.
- Annual budget, including encumbered and unencumbered fund balances.
- Annual audits.
- Currently adopted development plan, if not included in a TIF plan.
- Currently adopted tax increment finance plan, if currently capturing tax increment revenue.
- Current authority staff contact information.
- A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided by the authority.

Additionally, the municipality would have to include on the website an updated synopsis of activities of the authority, which would have to include all of the following, if any:

- For any tax increment revenue described in the annual audit that was not spent within five years of its receipt, a description of the reasons for accumulating those funds, a time frame when the fund would be spent, the uses for which the fund would be spent, and, if any funds had not been spent within 10 years of their receipt, the amount of those funds and a written explanation of why those funds had not been spent.
- A list of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
- A list of authority projects and investments, including active and completed projects for the immediately preceding fiscal year.
- A list of authority events and promotional campaigns for the immediately preceding fiscal year.

These reporting requirements would apply to records and documents related to fiscal years as follows:

- For the fiscal year in which the proposed Act took effect, the records and documents for that fiscal year.

- For the fiscal year one year following the Act's effective date, the records and documents for that fiscal year and the immediately preceding fiscal year.
- For the fiscal year two years following the Act's effective date, the records and documents for that fiscal year and the two immediately preceding fiscal years.
- For the fiscal year three years following the Act's effective date, the records and documents for the fiscal year and the three immediately preceding fiscal years.
- For the fiscal year four years following the Act's effective date and each subsequent fiscal year, the records and documents for the fiscal year and the four immediately preceding fiscal years.

The reporting requirements would not take effect until 180 days after the end of an authority's current fiscal year as of the Act's effective date.

If the municipality creating an authority did not have an existing website and chose not to create a website, the municipality would have to maintain the required records at a physical location within the municipality that was open to the public.

Informational Meetings

Each year, the board of an authority would have to hold at least two informational meetings. At least 14 days before the date of an informational meeting, notice of the meeting would have to be posted on the municipality's or authority's website, and the board of the authority would have to mail notice of the meeting to the governing body of each taxing jurisdiction levying taxes that were subject to capture by an authority under the proposed Act. As an alternative to mailing notice of the informational meeting, the board of the authority could notify the clerk of the governing body of each taxing jurisdiction by electronic mail. The informational meetings could be held in conjunction with other public meetings of the authority or municipality.

TIF Account Reporting

Annually, on a form and in the manner prescribed by the Department of Treasury, an authority that was capturing tax increment revenue would have to submit to the governing body of the municipality, the governing body of a taxing unit levying taxes subject to capture by an authority, and the Department a report on the status of the tax increment financing account. However, an authority could submit by electronic means a report to the governing body of the municipality and the governing body of a taxing unit levying taxes subject to capture by the authority. The report would have to include all of the following:

- The name of the authority.
- The date the authority was formed, the date the TIF plan was set to expire or terminate, and whether the plan expired during the immediately preceding fiscal year.
- The date the authority began capturing tax increment revenue.
- The current base year taxable value of the tax increment financing district.
- The unencumbered and encumbered fund balance for the immediately preceding fiscal year.
- The amount and source of revenue in the account, including the amount of revenue from each taxing jurisdiction.
- The amount in any bond reserve account.
- The amount and purpose of expenditures from the account.
- The amount of principal and interest on any outstanding bonded indebtedness.
- The initial assessed value of the development area or authority district by property tax classification.
- The captured assessed value retained by the authority, by property tax classification.

- The tax increment revenue received for the immediately preceding fiscal year.
- Whether the authority amended its development plan or its TIF plan within the immediately preceding fiscal year and, if the authority amended either plan, a link to the current development plan or tax increment financing plan that was amended.
- Any additional information the governing body of the municipality or the Department considered necessary.

The report would have to be filed with the Department of Treasury at the same time as the annual financial report was filed with the Department under the Uniform Budgeting and Accounting Act. The report would have to be made available to the public on the authority's website, or if the authority did not have a website, then on the municipality's website. However, if the municipality creating an authority did not have an existing website and chose not to create a website, the municipality would have to maintain records at a physical location within the municipality that was open to the public.

Within 90 days of the proposed Act's effective date, each authority would have to send a copy or an electronic mail link of its currently adopted development plan or its currently adopted tax increment finance plan, if separate from the development plan, to the Department. The documents would have to be sent in the form and manner determined by the Department.

Enforcement & Compliance

Under Part 9, the Department could institute proceedings to compel enforcement of the proposed Act and would have to send written notification of a violation to an authority that failed to comply with the Act, to each taxing jurisdiction that had tax increment revenue captured by the authority, and to the governing body of the municipality that established the authority. The written notification would have to specifically detail the authority's noncompliance with the Act.

If the Department notified an authority in writing that it failed to comply with any provision of the Act, and after 60 days following receipt of that notice the authority did not comply, the authority could not capture any tax increment revenue that was in excess of amounts necessary to pay bonded indebtedness or other obligations for the period of noncompliance. During the period of noncompliance, an authority could not amend or approve a tax increment financing plan. If the period of noncompliance exceeded two consecutive years, the authority could not capture TIF revenue that was in excess of amounts necessary to pay bonded indebtedness or other obligations without a resolution of authorization of the municipality that created the authority and each taxing jurisdiction whose ad valorem taxes were subject to capture by the authority. Any excess funds captured would have to be returned to the taxing jurisdiction from which they were captured according to the part under which they were captured.

The Department could promulgate rules necessary for the administration of the Act.

The use of "authority" and "municipality" in Part 9 would refer to an authority and municipality as used in each part except the Nonprofit Street Railway Part.

Repealed Act Transition

The repeal of a statute or section of law by the bill would not relinquish any penalty, forfeiture, or liability, whether criminal or civil in nature, and that statute or section of law would have to be treated as still remaining in force as necessary for the purpose of instituting or sustaining any proper action or prosecution for the enforcement of the penalty, forfeiture, or liability.

A bond, note, or any other obligation issued by or on behalf of an authority under a statute or section of law repealed by the bill would have to continue in effect under its original terms under the corresponding part of the proposed Act. A contractual right, duty, or obligation relating to an authority under a statute or section of law repealed by the bill would continue and remain with the authority under the corresponding part of the Act. A development plan or a TIF plan developed by an authority under a statute or section of law repealed by the bill would remain in effect with the authority under the corresponding part of the Act.

Members of a board of an authority created under a statute or section of law repealed by the bill with the same or similar name and functions would continue in office for the duration of the terms of office for which they were appointed. Members would have to be appointed under the proposed Act only as terms of the former members expired or vacancies occurred. Members of the board of an authority created under a statute or section of law repealed by the bill could be appointed to the new board to succeed themselves subject to any limits for the total period of service set forth under the Act.

Legislative Analyst: Drew Krogulecki

FISCAL IMPACT

The bill would increase administrative costs of the Michigan Department of Treasury by a minimal amount, increase the local administrative costs of some tax increment financing authorities (TIFAs), and, in cases of TIFA noncompliance with expanded reporting requirements, would increase revenue to other local units of government. The expanded financial and activity reporting requirements under the bill would apply to downtown development authorities, tax increment financing authorities, local development finance authorities, corridor improvement authorities, water resource improvement authorities, and neighborhood improvement authorities. These TIFAs would be required to submit to the Department of Treasury reports that would be more detailed than those required under current law; make those reports publicly available either online or at the municipal premises; and hold informational meetings. The cost of complying with these requirements would vary by locality depending on the number and complexity of projects and the availability of authority or municipal personnel to prepare the reports. A TIFA that did not comply with the reporting requirements after receiving notice of noncompliance from the Department would be limited in the amount of tax increment revenue that it could collect to the amount necessary to pay bonded indebtedness and other obligations. A local unit of government subject to tax capture within a noncompliant TIFA could see increased local revenue if captured tax revenue in excess of the amount needed by the TIFA for bonded indebtedness were returned to the local government that levied the tax.

Fiscal Analyst: Elizabeth Pratt

SAS\S1718\s393sa

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

November 2, 2017

Chairman Horn, and Members of the Senate Economic Development and International Investment Committee, thank you for the opportunity to speak to you today.

My name is Nathan Mack, I am the Co-Chair of the Michigan Downtown Association's Legislative and Advocacy Committee. I am also the Executive Director of the Jackson Downtown Development Authority.

Founded in 1980, the Michigan Downtown Association (MDA) is a state-wide, non-profit organization and a driving force in the interest and growth of downtowns and communities throughout Michigan.

On behalf of the Michigan Downtown Association, I want to thank the sponsor and his staff, and policy staff for the many hours they have devoted to working with our organization on Senate Bill 393 (and its predecessor from last session, Senate Bill 1026).

MDA supports the bill before you today. We understand a substitute is being developed that addresses a few more issues identified by MDA and other key stakeholders.

This legislation is a thoughtful approach to addressing the perceived issues related to our state's various tax increment financing authorities (TIFA).

- Our members support transparency and accountability for any entity entrusted with taxpayer dollars. Right now:
- Downtown Development Authority meetings are public and governed by the provisions of the Open Meetings Act.
- Every year a DDA Board must adopt a budget. That budget must be consistent with the downtown development plan.
- Then, the municipality's governing body must approve the DDA's budget.

- All records associated with this process are public and all the meetings are public.
- Our members comply with the annual reporting requirement for DDAs, as outlined in statute.

Our members support SB 393, and are grateful for the sponsors work to ensure the changes in the bill do not impose any undue administrative burdens on DDAs.

Thank you for your consideration of my comments. I will try to answer any questions you may have at this time.



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 11/07/2017
Re: **Lyft Co-Marketing Agreement**

The Executive Director has negotiated a deal that would allow the DDA to partner with Lyft to provide ride sharing services to people that would like to get to and from downtown Ferndale. The promotional period would last from November 9th, 2017, through February 8th, 2018. The intent is to utilize their services to increase ride-sharing as a viable option for customers and to promote the services throughout the holidays. The offer would have two major components:

1. Lyft will provide codes to new customers that come to downtown Ferndale that would provide a \$10 off discount during the duration of the co-marketing agreement.
Use discount code GOFERNDALE
2. Ferndale business owners can work with Lyft to generate unique codes specific to their business to provide incentives to users coming to their business.

After this initial period, Lyft will provide ridership and user data and the DDA and Lyft may consider extending the offer or develop new offers in February 2018.

Through this agreement, Lyft offers to fund the initial discounts during this period will provide marketing materials, both digital and hard-copy, to the DDA for distribution.

The DDA will offer marketing services which includes posting Lyft offers to their social media and to the DDA website and through the distribution of flyers and postcards to businesses.

Please review the last two pages (the attachments) of the contract for more specific details about what each party agrees to provide. Also Attached are mock-ups of posters and discount cards.

Recommended Actions

To AUTHORIZE the DDA Chairman to enter into a Co-Marketing agreement with Lyft, Inc. in accordance with the terms presented, subject to minor modification for Effectuation.

Poster Mock-Up



Business Card Mock-Up



Use Discount Code: GOFERNDALE

Co-Marketing Agreement

This Co-Marketing Agreement (this “Agreement”), effective as of the Effective Date (listed on the signature page hereto), by and between Lyft, Inc., a Delaware corporation with an address at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“Lyft”) and the undersigned party (“Company”). Lyft and Company are herein individually referred to as a “Party” and collectively as the “Parties.” For good and valuable consideration the receipt and sufficiency of which each Party acknowledges, the Parties hereby agree as follows:

1. Services

a. Lyft Obligations

See Exhibit A.

b. Company Obligations

See Exhibit B.

2. Trademarks

a. **Lyft License.** Lyft hereby grants to Company a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, “Lyft Marks”) during the Term, solely in furtherance of Company’s obligations in this Agreement. Company’s use of any of the Lyft Marks shall be subject to Lyft’s prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Company hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Company shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Upon termination or expiration of this Agreement for any reason, Company shall immediately discontinue all use of the Lyft Marks. Company’s use of Lyft Marks must conform to Lyft’s usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

b. **Company License.** Company hereby grants to Lyft a royalty-free, non-exclusive, right and license to use all names, marks and logos associated with Company, or otherwise provided by Company to Lyft (collectively, “Company Marks”) during the Term, solely in furtherance of Lyft’s obligations in this Agreement. Company warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Company Marks shall remain the sole and exclusive property of Company and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Company Marks shall inure directly to the benefit of Company. Upon termination or expiration of this Agreement for any reason, Lyft shall immediately discontinue all use of the Company Marks.

3. Term & Termination

a. **Term.** This Agreement shall commence on the Effective Date and continue in effect until the Termination Date listed on the signature page hereto unless earlier terminated as provided herein or unless extended by mutual written consent of the parties (the “Term”).

b. **Termination.** This Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching Party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other Party upon: (i) the other Party becoming insolvent; (ii) the other Party’s initiation of any proceeding under

Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party’s property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

c. **Effects of Termination.** Upon termination or expiration of this Agreement, all rights, obligations and licenses of the Parties hereunder shall cease and each Party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information and all information, records and materials developed therefrom. Notwithstanding the foregoing, the provisions of Sections 3(c), 4, 5, 6, 7, 8, 9, 10 and any remedies for breach of this Agreement, shall survive any termination or expiration of the Agreement. If this Agreement is terminated by Lyft for breach, Company shall refund Lyft the amount of any Lump Sum Payment, less any reasonable costs incurred by Company.

4. Confidentiality

a. “Confidential Information” means the terms of this Agreement and any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving Party rightfully knew prior to receiving such information from the disclosing Party; or (iv) the receiving Party develops independent of any information originating from the disclosing Party.

b. Each Party agrees that, during the Term and for three (3) years thereafter, it will not disclose to any third party or use any Confidential Information disclosed to it by the other Party except as expressly permitted in the Agreement, and that it will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other Party in its possession or control. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (provided that such Party uses reasonable efforts to notify the other Party in advance of such disclosure so as to permit the other Party to request confidential treatment or a protective order prior to such disclosure) or on a “need-to-know” and confidential basis to its financial advisors, lawyers or other advisors who are obligated to maintain the confidentiality of such information with confidentiality obligations at least as protective as those contained in this agreement.

c. Without prejudice to the rights and remedies otherwise available to the Parties, the Parties agree that money damages would not be a sufficient remedy for any breach of this Section by either Party or their respective representatives and, accordingly, that either Party shall be entitled to obtain equitable relief, including injunctive and specific performance, if either Party or any of its respective representatives breaches or threatens to breach any of the provisions of this Section.

5. **Representations and Warranties.** Each Party represents and warrants to the other that it has the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. All sweepstakes,

contests, and advertising shall be in accordance with all applicable laws and regulations.

6. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

7. **Indemnification**

a. **Indemnification by Company.** Company agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against third party all claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Company's breach of this Agreement; (ii) Company's violation of the representations and warranties in Section 5; (iii) any allegation that Lyft's use of Company's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) Company's violation of applicable law; and (v) any act or omission or willful conduct of Company or any conduct at any Company event related to this Agreement which results in: (a) any bodily injury, sickness, disease or death or (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom. For purposes of this Section 7, Company shall include the Company's directors, officers, employees, subcontractors and agents.

b. **Indemnification by Lyft.** Lyft agrees to defend, indemnify and hold harmless Company and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to any allegation that Company's use of Lyft's Marks as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party.

c. **Indemnification Procedure.** A Party's obligation to indemnify the other under this Section is subject to the indemnified Party notifying the indemnifying Party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying Party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying Party will have the exclusive right to defend any such claim, and the indemnifying Party may not settle or compromise such claim without the prior written consent of the indemnified Party. An indemnified Party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

8. **No Consequential Damages.** EXCEPT IN CONNECTION WITH AN INDEMNIFICATION OR CONFIDENTIALITY OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, COSTS OF COVER, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE RESULTS OF ANY SERVICES) ARISING UNDER THIS AGREEMENT, OR IN THE COURSE OF IT PROVIDING ANY SERVICES TO THE OTHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Limitation of Liability.** EXCEPT IN CONNECTION WITH A PAYMENT OBLIGATION HEREUNDER, AN INDEMNIFICATION

OBLIGATION, OR A CONFIDENTIALITY OBLIGATION HEREUNDER, THE AGGREGATE AMOUNT OF ANY LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, THE GREATER OF (1) THE AMOUNT PAID OR PAYABLE IN THE 6 MONTHS PRIOR TO THE EVENT UNDER WHICH LIABILITY ARISES OR (2) \$1,000.

10. **General**

a. **Relationship of Parties.** The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

b. **Entire Agreement; Amendment.** This Agreement (including any exhibit attached hereto) constitutes the entire agreement between the Parties with regard to the subject matter hereof. The Agreement may only be amended or modified through a writing signed by both Parties.

c. **Severability.** If a court of law finds any provision of this Agreement unenforceable, the Parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision and all other terms shall remain in full force and effect.

d. **Headings; Interpretation.** Headings and captions in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any provisions herein. This Agreement will be interpreted fairly and without any strict construction in favor of or against either Party.

e. **Waiver.** The failure of either Party to enforce, at any time, any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such Party thereafter to enforce any such provisions or exercise such right or option. Any consent by any Party to, or waiver of, a breach by the other, shall not constitute the consent to, waiver of, or excuse of any other different or subsequent breach.

f. **Expenses.** Unless otherwise agreed to by the Parties, each Party will be responsible for the costs and expenses incurred by it in connection with this Agreement.

g. **Notices.** Any notice or communication from one Party to the other shall be in writing and either personally delivered or sent via reputable international express delivery courier or certified or registered mail, postage prepaid and return receipt requested, addressed to such other Party at the address specified in the first paragraph of this Agreement, or at such other address as such Party may from time to time designate in a notice to the other Party.

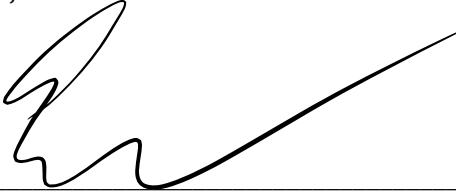
h. **Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Company. Lyft may freely assign all or part of this Agreement. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

i. **Publicity.** Neither Party shall issue a press release or other public announcement concerning this Agreement or relationship without the other Party's prior written consent.

j. **Governing Law & Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in San Francisco County, California, and both parties hereby consent to such jurisdiction and venue for this purpose.

[Remainder of page intentionally blank]

LYFT, INC.



By: _____

Name: **Elliot Darvick**

Title: **General Manager**

Date: **11/3/17**

Effective Date: 11/8/17

Termination Date: 2/8/18

COMPANY: _____

By: _____

Name:

Title:

Date:

Address:

Exhibit A

Services to be Provided by Lyft

Please check all that apply, make relevant selections from drop down menus (shaded in gray), and complete any blanks as necessary.

☒ **Promo Codes**

Lyft will provide Company with a promo code (the “Promo Code”) for use with this Agreement, with the following restrictions:

- Credit Value: \$10 per ride for 1 rides
- Valid for use by Lyft New Users (as defined below) (select one)
 - A “Lyft New User” is a new user who downloads and installs the Lyft application and takes his or her first ride.
- The Promo Code will expire thirty (30) days from the end of the Term (select one)
- The Promo Code credits will expire 30 days after use of the Promo Code (if left blank, the default is 30 days).
- The Promo Code will be for travel limited by a geofence as follows (select all that apply):
 - ☒ Only valid for travel to or from Ferndale
- Please describe any other restrictions on the Promo Code (maximum number of codes, limited date or time usage, etc.): 10,000

☒ **Promo Codes**

Lyft will provide Company with a promo code (the “Promo Code”) for use with this Agreement, with the following restrictions:

- Credit Value: 10% off 1 ride up to \$10
- Valid for use by All Lyft Users
- The Promo Code will expire thirty (30) days from the end of the Term (select one)
- The Promo Code credits will expire 30 days after use of the Promo Code (if left blank, the default is 30 days).
- The Promo Code will be for travel limited by a geofence as follows (select all that apply):
 - ☒ Only valid for travel to or from Ferndale
- Please describe any other restrictions on the Promo Code (maximum number of codes, limited date or time usage, etc.): 10,000

☒ **Other Services**

In addition to any of the above services, Lyft will provide the following services to Company:

- Lyft will provide for printing of posters and postcard material
- Lyft will provide artwork for social posts

Exhibit B

Services to be Provided by Ferndale Downtown Development Authority

The following services will be provided by the Ferndale Downtown Development Authority (DDA):

- Printing services to include
 - The Ferndale DDA will print thirty (30) 11” x 17” posters with both Lyft and Ferndale DDA brands promoting the services which can be displayed in businesses around the downtown.
- Marketing services to include:
 - Social Media – the Ferndale DDA will create postings throughout the duration of the contract and place them on our social media channels.
 - Website – the Ferndale DDA will promote the services Lyft will provide through this partnership on their website.
 - Distribution – the Ferndale DDA will mail or hand distribute information to businesses in the immediate vicinity of the project location (businesses located on East Nine Mile Road between Planavon Street to the west and Woodward Avenue to the east) which they can use to hand out to their customers.
- Communication with businesses
 - The Ferndale DDA will contact business owners in their district through their email distribution list to promote services provided by Lyft through this partnership.
 - The Ferndale DDA will provide promotional materials to their volunteers so that they may assist with bringing awareness to the program throughout the community.



MEMO

To: DDA Board of Directors

From: Barry Hicks, Ferndale DDA Executive Director

CC: none

Date: 11/07/2017

Re: **Capital Improvement Project Programing**

Each year the City of Ferndale requests Capital Improvement Projects be submitted through the City's Capital Improvement Plan process. These projects are any major expenses (in excess of \$10,000) that may be one-time or reoccurring throughout multiple years. Submittal of these projects does not necessarily guarantee they will be implemented. However, they do act as a placeholder so that City Council can see the costs for various projects and take this information into consideration when planning their budget for future years.

The types of expenses that would not be included would be any current contracts or regular on-going expenses, such as downtown maintenance (aka - Worry-Free). The types of expenses that should be included may be installation of new fixtures or streetscape projects, or plans, such as the revision of the DDA's 2012 downtown Development Plan.

The proposed projects that the Executive Director would like to submit at this time include the following:

Project Name	Description	Estimated Project Cost
Vester Street	The design and reconstruction of Vester Street between Woodward Avenue and Bermuda Street to match existing downtown streetscapes.	\$1.35 million
Woodward & Nine Mile Crosswalks	The replacement of the crosswalks and Woodward & Nine Mile. Cost estimate is for painted/laminate materials. Stamped concrete or actual bricks are more expensive.	\$30-\$50,000
Farmer's Market or event space on library parking lot.	Covering the parking lot between the library and Foley Mansfield building so that it could be converted to an event space on an as-needed basis	\$1.5 million

Revision of Downtown Development Plan	Updating the 2012 downtown development plan to reflect current City and DDA goals and objectives	\$80,000
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Recommended Actions

To APPROVE the DDA Capital Improvement Plan (CIP) as presented and to direct the Executive Director to be enter the DDA's projects in to the City of Ferndale's CIP.



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 11/07/2017
Re: **2017 Strategic Plan Check-In**

On January 26th, 2017, the DDA Board of Directors met with members from the DDA Committees, City Council, City Staff, and members of the public, to review their Strategic Plan. Minor updates were made and approved at the subsequent DDA Board Meeting.

Key Thrusts

The key thrusts are the top five (5) areas the DDA has chosen to focus on. While it is understood that there are more things we would like to direct our attention to and more projects will often develop throughout the year, these initiatives are the ones that take priority. We always do our best to make the most of the resources available to us through our partnerships and the generous private business community in Ferndale.

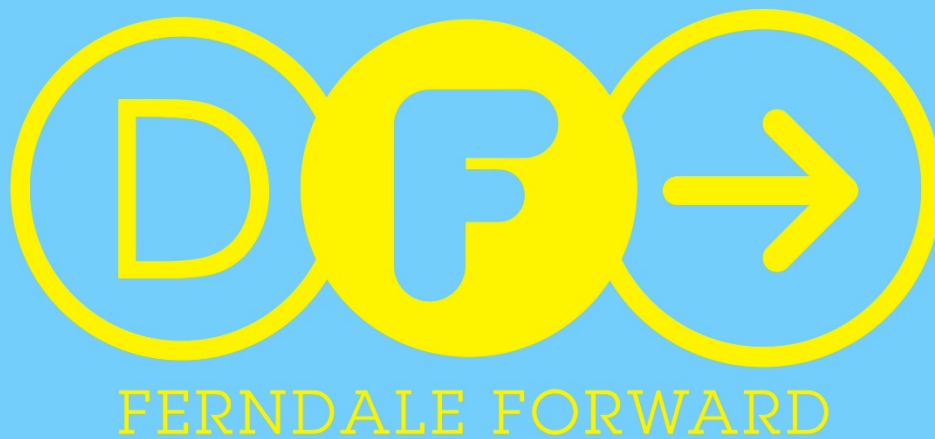
The Key Thrust categories are:

- Branding & Communication
- Business Resource
- Value of Downtown Experience
- Volunteer Base
- Data & Plan Oriented

Attached is a document that summarizes the key thrusts and initiatives and provides information on the top two projects for each area. Considerations for the January 25, 2018 Strategic Planning session is included. Comments and feedback are encouraged at this time to allow for preparation and development prior to the next session.

Recommended Actions

To RECEIVE the DDA 2017 Strategic Plan Check-In.



Ferndale Downtown Development Authority
Strategic Plan Check-In
November 2017



In the beginning of each calendar year, the Ferndale Downtown Development Authority (DDA) develops their Strategic Plan which act as a guide that directs their goals and objectives. The DDA works closely with the Ferndale City Council to set priorities and to collaborate on initiatives in order to bring focus and direction.

The Ferndale DDA is a member of the Main Street Oakland County program and follows the general guidelines outlined by the National Main Street Program when it comes to Strategic Planning. However, In 2015, the DDA completely changed the way they develop a Strategic Plan and set a new bar by having a simplified one-page plan which is now being used by other Main Street communities across Oakland County. In this plan, the DDA Board of Directors identified five (5) Key Thrusts to focus their attention on with this new process:

- Branding & Communication
- Business Resource
- Value of Downtown Experience
- Volunteer Base
- Data & Plan Oriented

Each of these Key Thrusts broadly describes an area to identify projects which will bring an emphasis to accomplish an objective which the DDA Board of Directors has identified as important. This is not to say other projects or initiatives are not important, but rather this is to act as a guide to remember what priorities were set each year.

Since 2015, the City Council has revised their goals and objectives and adopted a new Master Land Use Plan which discusses what direction the city is heading in. In 2018, the DDA Board of Directors will consider their current Key Thrusts and determine if they are complete, need more work, are no longer necessary, or if they align with other planning documents.

This document is to serve as a recap and reminder of the current DDA Strategic Plan as well as some updates to various projects.

Barry Hicks, AICP
Executive Director, Ferndale DDA

Key Thrust: Branding & Communication

Key Thrust: Establish the value of the DDA in the community through regular communication with multiple touch points throughout the year.

Key Initiative: Successfully execute a communication plan focused on businesses and residents in regard to the parking conditions and changes in progress with regard to new mixed-use parking structure.

Project	Description	Complete
Communication Plan	<ul style="list-style-type: none"> DDA & City partnered to complete two separate communication plans; one for residents and one for businesses. Websites have been developed and will be updated continuously. The DDA website is being updated in Nov & Dec 2017 to reflect new information. 	80%
Establish Value	<ul style="list-style-type: none"> Created 'Ferndale Forward' brand and continue to use it to tell the story of development happening in downtown. Regular monthly eNews has been created from Ferndale Forward campaign. Focus on happenings around downtown with business spotlights through eNews, social media, and events. 	60%

Considerations for 2018:

The Communication Plan for the mixed-use structure on Troy Street must continue to be updated and distributed throughout construction.

Need to continue featuring businesses through the business spotlight program on a more consistent basis.

More outreach through social media will help communicate with the community and visitors regarding the various developments happening downtown. This is ongoing through the DDA's communications consultant.

Key Thrust: Business Resource

Key Thrust: Clear strategy and execution of programs supporting both new and existing businesses that we facilitate with our partners.

Key Initiative: Develop a business mitigation plan for local business owners to help them communicate with their customers throughout the life of the construction of the mixed-use structure on Troy Street.

Project	Description	Complete
Programs Supporting New and Existing Businesses	<ul style="list-style-type: none"> • City partnered with The BUILD Institute in Detroit to provide workshops and trainings to small businesses; DDA promotes services. • DDA has reached out to neighboring communities to develop cross-jurisdictional promotional opportunities. • The DDA visited over 70 business with face-to-face meetings through the Business Retention program. • DDA continues to maintain \$15,000 per year budget for façade grants. 	80%
Develop a Mitigation Plan for Local Business Owners	<ul style="list-style-type: none"> • The DDA has developed a Business Support Strategy; info is available, but needs to get on website. • The DDA has met with businesses that will be most effected to assure they have received up to date and accurate information. • DDA and City are working to address special events concerns around parking. 	70%

Considerations for 2018:

The DDA has reached out to our neighbors to cross-promote businesses in each other's communities and will continue to work on projects to being awareness of our businesses in their communities and theirs in ours.

Need to update Business Retention packets and host larger business community meetings to address issues specific to the mixed-use parking structure.

Key Thrust: Value of Downtown Experience

Key Thrust: Roadmap in place and annual execution of specific projects related to downtown experience.

Key Initiative: Establish Design Guidelines to drive development in codes that can later be translated into law.

Project	Description	Complete
Develop building design standards ordinance	<ul style="list-style-type: none"> The City Planning Commission and DDA Design Committee have drafted a Form Based Code ordinance and are nearing completion. DDA Appearance review committee is working to revise ordinance language that will give more legal grounds to the committee's decisions. 	70%
Focus on initiatives that support the downtown experience and communicate with the public	<ul style="list-style-type: none"> Collaborated with City to develop a business communication plan for The dot. Developed 'Ferndale Forward' brand to tell the story of downtown during these transformation times. Partnered with ride-sharing service to get people to and from downtown. City hired valet company to assist with parking vehicles during The dot construction. 	50%

Considerations for 2018:

Continue to tell the story of the transformation and investment with the 'Ferndale Forward' brand. This includes all development happening downtown, both private and public.

Ferndale Forward message needs to remain positive to guide the conversation about the changes happening in downtown. Need to focus on the money being invested, new living spaces, new businesses, new daytime users, and so on.

Additional 'experiences' should be considered to build on the uniqueness of downtown Ferndale through the implementation of programs that engage an audience during construction. Programs may include, but are not limited to: signage to engage pedestrian traffic, relocation and addition of bike parking, and special events that bring like-businesses together to boost their business sector as a whole.

Key Thrust: Volunteer Base

Key Thrust: Grow base of engaged volunteers with the right 'system' in place for recruitment and outreach.

Key Initiative: Continue to refine outreach and volunteer recruitment system with the skills that meets the needs of the DDA; refine 'message' for outreach and match volunteers with specific work.

Project	Description	Complete
Improve recruitment, matching and retention and focus on volunteer development	<ul style="list-style-type: none"> • Word of mouth has been our strongest volunteer requirement tool. • Due to the type of projects we work on, having a large number of volunteers is not as helpful as having a small number of dedicated volunteers. • Engage volunteers through working on the projects and events that they want to work on; some volunteers serve in multiple roles with the City and DDA and the cross-over has been beneficial. 	90%
Develop message for outreach	<ul style="list-style-type: none"> • The DDA Board did develop a message for both the business community and residents at their last Strategic Planning session. • DDA regularly reaches out through social media and eNews. • DDA continues to engage new/potential volunteers. The most effective means has been through retention visits and at events. 	90%

Considerations for 2018:

The DDA's volunteer base contains approximately 30-35 talented volunteers that regularly donate their time and services. More are not necessary unless we revert back to doing events such as Holiday Hoof, which requires a lot of human-power.

We should continue to honor and recognize our volunteers through regular engagement and appreciation events.

May want to consider revising this initiative to focus on transparency, planning, The dot, or a something else.

Key Thrust: Data and Plan Oriented



Key Thrust: Effective use of systems to drive focus for planning and analysis and keep plans up to date; establish a customer relationship management database.

Key Initiative: Establish a review and feedback system for staff development with continued skill building; monitor feedback for programs pertaining to parking mitigation; realign strategy for website to assure it is a point of communication for businesses owners.

Project	Description	Complete
Develop support staff through regular feedback and training.	<ul style="list-style-type: none">• Support staff attends Oakland County trainings and the National Main Street Conference• Self-evaluations were conducted this year prior to annual review for pay raises• Online training during regular paid business hours is permitted.• New responsibilities were added or changed for support staff to encourage further development. This will be an ongoing process.	80%
Data and Plan driven	<ul style="list-style-type: none">• Development of a comprehensive strategic plan is in place and followed annually; need to develop a vision statement.• Budget is used to be delayed significantly and has improved to be accurate and recent; still needs to develop a workbook.• CRM software and email services are in place and working; website is partially updated (ongoing)	70%

Considerations for 2018:

Annual evaluations should continue to be completed prior to contract renewal or changes.
Development strategy needs to be developed for Operations Manager.

A budget workbook needs to be developed to increase transparency and reduce confusion with regard to the DDA's operations.

The DDA should consider updating/revising their 2012 Development Plan. Much of the plan has either been completed, eliminated, or changed due to the economy or other major private projects. Should focus on streetscapes and open spaces, such as Schiffer Park redesign.



Core Values/Beliefs Forever	Purpose (Why) 10-20 Years	Targets (Where) 3 Years (2019)	Goals (What) 1 year (2017)	Actions (How)		COMMITTEES	
<p>Fun – a positive attitude is key to success</p> <p>Accountable – engaged and transparent in all things</p> <p>Open-minded – different ideas, thoughts, and people energize us</p> <p>Inclusive – we are welcoming and progressive</p> <p>Connectors – it is all about building collaborative relationships</p>	Mission			Complete Business Retention Visits	60	<p>Other discussion items for initiatives:</p> <p>Expansion of ArtTwn - community wide, not just downtown</p> <p>Need to strengthen existing ArtTwn initiative with solid strategy / branding and strategic partners</p> <p>Align and establish focused goals that align with City Council roadmap</p> <p>Marketing - SEO / driving usage / regular updates / enews</p> <p>Create an event space for downtown Ferndale</p> <p>DESIGN COMMITTEE</p> <p>BUSINESS DEVELOPMENT COMMITTEE</p> <p>PROMOTIONS COMMITTEE</p> <p>OTHER NOTES FROM PLANNING MEETING:</p> <p>Update 2010 Signage Plan</p> <p>Update 2012 Capital Expense Plan - revise and make relevant</p> <p>List of what DDA is responsible for maintaining</p> <p>Add Goals to this plan - specific targets related to the initiatives</p> <p>Other 2017 Actions for future:</p> <p>Key Performance Indicators:</p> <p>Present Business Support Strategy to council with regard to parking construction</p> <p>Strategic Priorities – update by year end</p> <p>Events – Report out on revenues and expenditures</p> <p>How many Art related projects were completed this year?</p> <p>2018 Strategic Planning Consideration:</p> <p>Complete an analysis of spend related to City Council Goals</p>	
	Work together to drive, deliver, and advance the great downtown Ferndale experience.		% usage of space (bus/retail)				
			Square footage of Retail Space downtown				
			Increase traffic during the daytime hours				
			Increase # of people working in Ferndale				
			X number of proposals in front of City Council				
	Strategic Priorities						
	Build Awareness - Pull additional visitors and residents into the DDA District						
	Ferndale Experience - Improvement of the downtown experience: aesthetics, parking, venues,						
	Business Development & Growth - Be a resource for new and existing businesses in terms of business sustainability & growth						
Establish a strong DDA Brand and Communication Rhythm focused on all stakeholders							
Efficient Operations							
Sandbox	Key Thrusts/Capabilities 3 Year Priorities	Key Initiatives Annual Priorities	Rocks & Accountability Quarterly Priorities (Who / When)				
1	Businesses, residences and other organizations within the Ferndale DDA District	1	Successfully execute a solid communication plan focused on businesses & residents in regards to the parking conditions, changes & progress on a regular basis as the parking structure initiative continues to impact commerce and general downtown conditions	1	Business Communication Strategy Business Support Create Communication Brand		
2		2	Develop and deliver on a strong Business Mitigation plan for local business owners - help them manage and communicate with their customers throughout the life of the parking structure initiative	2	Business Outreach: Complete Bus Ret "Packet" 4 Business Retention Committee Meetings Regular updates from parking Mgr		
3		3	Establish design guidelines to drive development of codes that can later be translated into laws Clean and safe initiatives	3	Marketing: Create theme & logo for outreach campaign during construction Create new templates for eNews Launch first eNews		
4		4	Continue to refine volunteer system to improve recruitment, retention and matching of volunteer skills/wants with needs/requirements of the DDA Refine "message" for outreach & matching volunteers with specific work	4	Budget Updates: Library Mileage: Monitor impact to revenue / budget Estimate costs related to capital expenditures that would impact the budget - next 3 years Headlee Roll-back: Monitor impact to revenue / budget		
5		5	Staff development and processes: Est. regular review & feedback systems that support staff development/training & continued skill building Data: Conduct surveys for ongoing feedback monitoring programs instituted for parking mitigation Realign strategy for Website - should be a central point of communication for business owners & residents	5	Planning: Update 2010 Signage Plan Update 2012 Development Plan - revise and make relevant List of what DDA is responsible for maintaining		
Elevator Pitch:		Business Owners:	Residents:	Value Statement:			
The DDA works with all stakeholders to continuously drive, deliver, and advance the great downtown Ferndale experience, by coordinating and supporting public/private programs that promote the redevelopment and growth of Ferndale's downtown district.		For the business owner we provide a platform for: • Connecting you with business resources • Building awareness for your business with marketing support * Our website * Social Media platforms • Delivering your message (feedback, opinions) to the city and other partners with decision making authority in Ferndale	For residents we provide a platform that ensures: • Your unique Downtown Ferndale experience continues and thrives • The atmosphere of the district and supporting infrastructure supports a great experience – streetscape, lighting, flowers, benches, etc... • Your voice to is heard – opportunity for public input and engagement with the city • Volunteer opportunities for you to connect, collaborate, and engage with the community	A lively downtown with a mixture of uses that supports our community at all times of the day that is sustainable and forward-thinking.			