



# The City of Ferndale

## Agenda

**VIRTUAL Monthly Meeting of the Downtown Development Authority (DDA)**

**Board of Directors Downtown Development Authority Meeting**

**THURSDAY, OCTOBER 8, 2020 @ 8:00 AM**

**Join from a PC, Mac, iPad, iPhone or Android device:**

**Please click this URL to join.**

**<https://us02web.zoom.us/j/82665486201?pwd=V2VsSGg1VG1DdzhjTTI3bkZkMmlsUT09>**

**Passcode: FERNDAL**

**Or join by phone:**

**Dial(for higher quality, dial a number based on your current location):**

**US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833**

**Webinar ID: 826 6548 6201**

**Passcode: 55069966**

**International numbers available: <https://us02web.zoom.us/j/kevrlPt9jp>**

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### **1.Call to Order & Roll Call**

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

### **3.Presentations**

#### **3.a. [DDA Executive Director Updates](#)**

#### **3.b. [Downtown Maintenance Contract Progress Presentation](#)**

### **4.Community Reports**

Reports from community organization representatives in attendance, including but not limited to: Ferndale Area Chamber of Commerce, Ferndale Area District Library, 8 Mile Boulevard Association, etc.

### **5.Call to Audience**

### **6.Consent Agenda**

#### **6.a. [Approval of August and September Minutes](#)**

### **7.Regular Agenda**

- 7.a. Affirmations Bench Design and Updated Budget Approval
  - 7.b. Temporary Changes to Outdoor Seating, Patio, and Mobile Vending Policies
  - 7.c. Unbox the Holidays - 2020 Shop Local Campaign Proposal
  - 7.d. Recruitment for DDA Board of Directors
- 8.Call to Committee Chairs, Board Members & Staff (note more than 3 minutes)**
- 9.Adjournment**

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens  
**SUBJECT:** DDA Executive Director Updates

**INTRODUCTION**

**SUMMARY & BACKGROUND**

October Message from Executive Director Lena Stevens:

There have been lots of developments at the DDA since our September meeting and the coming months will be filled with activity for the DDA Board of Directors. We will return our focus to structural and organizational needs of the DDA, where we had begun to make progress pre-pandemic. However, it is key that we continue to demonstrate value to our businesses by balancing those efforts with support and marketing initiatives such as the PPE Marketplace, Open in Ferndale Business Promotions Pilot, and a strong Shop Local Promotional Campaign.

Engagement is exceling, in large part due to the efforts of Sommer Realy. The PPE Marketplace saw over 75 registrations within a week. This touchpoint is giving us the opportunity to loop businesses in on other projects and it also demonstrates a responsiveness to our email outreach that we have not seen previously.

The DDA is also collaborating with the Community and Economic Development Department (CED) in unprecedented ways. The Open in Ferndale Business Promotion Pilot is a great example of an idea that originated with Jordan Twardy, gained budgetary support from City Council, and the DDA is now helping to recruit businesses and develop graphic designs.

Research continues on policies for outdoor seating, payment in lieu of parking, and social districts. These efforts are also happening in collaboration with the CED team.

While I have been impressed with our ability to respond during the pandemic, there are foundational needs that continue to hamper us: out of date website and email client, lack of graphic design support, need for updated Development/TIF Plan, lack of data tracking methodology, etc. We also must review our FY21 budget and make adjustments to account for COVID-19 changes, and begin assessing and recruiting for new board members. In short, our plate is very full, but I am optimistic about our ability to tackle these items as a team.

Many projects that we discuss during the October meeting may be entirely new to some members of the DDA Board of Directors, which is partially due to the need to act quickly in offering business support during these challenging times. I do believe that the decisions I've made have been in keeping with the approved budget as well as the goals and vision you have helped articulate over the past year. Do not hesitate to reach out before the meeting to discuss our October agenda or any of the items I've outlined for the coming months.

Upcoming Goals/Project:

OCTOBER:

- Schiffer Park 'Grand Opening'
- Hallowindow Decorating Contest
- Preparation for Unbox the Holidays Shop Local Campaign
- PPE Marketplace
- Begin recruitment assessment for DDA Board of Directors
- Roll out of Interim DDA website
- Begin publishing Ferndale Business Beat twice per month (first and third Friday)
- Formalize monthly tracking process for social media and other communication channels

NOVEMBER:

- Review and adoption of the Downtown Capital Asset Inventory and Vision Plan (Hamilton Anderson Associates)
- Approval of new Downtown Maintenance Contract
- Review and adoption of the Placemaking Plan for The dot (Ideation Orange)
- Potential approval of license for 165 W Nine Mile (Pop Up Park)
- Approval of mid-year budget correction for FY21
- Draft of the 2020 Annual Report
- Roll out of Unbox the Holidays Shop Local Campaign & Small Business Week (Details pending from MSOC)
- PPE Marketplace
- Recruit for new members to the DDA Board of Directors

DECEMBER:

- Begin creation of a Development/TIF Plan (Executive Director in concert with attorney Steven Mann)
- PA 57 compliance check and documentation

JANUARY:

- Potential strategic planning session

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

[DDA Board Approvals Tracker\\_OCTOBER 2020.pdf](#)

**STRATEGIC PLANNING CONTEXT**

Organizational and Financial Excellence

**RECOMMENDED ACTION**

Review and discuss updates from the DDA Executive Director on activities and programs.

**Ferndale DDA  
Board of Directors Actions  
November 2019 - September 2020**

MEETING HELD	LINE ITEM	APPROVAL	NOTES
14-Nov-19	7. b) Motion to authorize DDA contract with Miller Canfield	Pawlica/Raska	All Ayes
14-Nov-19	7. c) Motion to move forward with Option 1: The Dot Campaign	Raska/Scheer	All Ayes
13-Feb-20	7. b) Motion to approve increase in Schiffer Park contribution from \$75,000 & no more than \$205,000	Jacokes/Martin	All Ayes
13-Feb-20	7. c) Motion to authorize Executive Director to enter contract with Ideation Orange for experience/art planning at The Dot not exceeding \$36,000	Johnston/Martin	All Ayes
13-Feb-20	7. d) Motion to approve contract with Charles Williams Group, not exceeding \$4000 for Spring Fever 2020.	Brown/Jacokes. Abstained by Johnston.	Quroum met, motion carries.
12-Mar-20	7. a) Appointment of Member PJ Jacokes to serve as representative for The Dot Experience Planning Committee	Martin/Scheer	All Ayes
12-Mar-20	7. b) Motion to approve the DDA Fiscal Year 2020 Budget provided to city council for approval	Jacokes/Brown	All Ayes
9-Apr-20	8. a) Motion to recommend that Ferndale City Council approves applicant's payment in lieu of parking request at 22757 Woodward Ave. in accordance with Ordinance No. 1087, Section 24-223 (k).	Raska/Jacokes	All Ayes
9-Apr-20	8. c) Motion to authorize Executive Director to contract with Everything HR, starting with \$10,000	Jacokes/Brown	All Ayes
14-May-20	7. a) Motion to approve suggested updates to the Ferndale DDA By-Laws as presented, with more review planned for fall 2020	Raska/Scheer	All Ayes
11-Jun-20	6. a) Authorization of Budget Allocation for Outdoor Seating and Business Support Services for COVID-19 Recovery	Jacokes/Raska	All Ayes
11-Jun-20	6. b) License for Use of Property at 165 E. 9 Mile Road for Outdoor Seating	Raska/Piana	All Ayes
11-Jun-20	6.c) New Concept and Budget for 'Affirmations Bench' Project	Piana/Jacokes	All Ayes
11-Jun-20	6. d) Resolution in Support of the City of Ferndale City Council's Declaration of Commitment to Antiracism	Raska/Semma	All Ayes
July 2020	*via Harassment statement email/phone discussions		N/A
27-Aug-20	7. c) Approve Recommendations for PPE Marketplace	Roll Call Vote	All Ayes
10-Sep-20	7. a) Approval of Contract for Social Media Management Services in the Amount of \$9,000	Raska/Martin	All Ayes

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Downtown Maintenance Contract Progress Presentation

**INTRODUCTION**

**SUMMARY & BACKGROUND**

In December 2018, the Downtown Development Authority (DDA) entered into a Landscaping and Maintenance Agreement with the Department of Public Works (DPW). Previously, responsibility for this work had been handled through private contractors. The current contract expires on December 1, 2020. The purpose of this presentation is to review progress to date on the scope of work originally set forth in the contract, and discuss goals for the future.

The annual cost of this contract was set at \$165,118 per year with \$17,507 for additional work and \$20,000 for plant materials (defined in FY20 mid-year budget revision.) Invoices have remained well within those contracted amounts. Details are provided in the Budgetary Context section below.

Overall, I believe that the DPW and the DDA have developed a highly functional working relationship over the course of this contract. Communication over the past year has been improved with regularly scheduled monthly meetings and ongoing discussions throughout the month on various issues and special projects. Recently we have utilized DPW staff expertise from in totally unanticipated ways, and they have never hesitated to support us. Whether it has been assisting with supply chain issues related to PPE purchases, outdoor furniture purchases and installation, or hanging rainbow lights in a pedestrian alley - they have gone above and beyond their contracted scope of work numerous times.

One of the primary goals of the current contract was articulated by DPW Director Carlos Kennedy in the original proposal: "During our assessment of the district, we noticed neglected landscaping and public areas. Our first step would be getting these areas up to a standard the DDA and the community of Ferndale deserve." From reviewing pictures taken before this contract in areas such as 9 Mile/Woodward and beds along the Withington parking lot wall, I have been impressed with the improvements and the forethought put into future growing seasons. Staff have also been quick to respond to areas that were identified as needing specific attention.

However, there is always room for development and growth in any project. The purpose of this presentation is to allow the DDA Board of Directors the opportunity to:

- Review operations of the current contract
- Discuss goals and vision for future landscaping and maintenance of our downtown
- Discuss any additional services which could be beneficial to downtown

It is my recommendation that the DDA Board of Directors authorize a new Landscaping and Maintenance

contract with the DPW during the regularly scheduled November meeting. The scope of work will be modified to reflect the discussion in October. If additional services are of interest to the Board, staff can be directed to research service delivery strategies in the coming year.

I have identified several goals for a future contract which I offer as jumping off points for discussion:

- Regular maintenance schedule for capital assets (ex. painting furniture and light poles, replacing damaged garbage/recycling bins, repairing planters, etc.)
- Improved litter pickup (ex. cigarette butts, leaves in small corners, etc.)
- Snow removal and ice control on sidewalks (additional service)

Below is a summary of the current contract's scope of work which begins on Page 5 of the attachment:

Hours: Primarily 5am-3pm

New Plant Materials Purchase and Guarantee: The Department of Public Works is responsible for labor, adequate storage and delivery of plant materials.

Weeding: All landscape areas – including tree grates, landscape beds, sidewalks, parking lots, and walkways shall be weeded frequently so that at no time shall there be any weeds.

Watering: Because water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to the sun, wind, shade and location in the individual sites.

Pruning: Trees receive corrective pruning for hazards and aesthetic pruning twice per year. Shrubs are pruned to retain their natural form three times per year or as needed. Ground cover is pruned as necessary to maintain a neat edge.

Flower Beds: Flower pots, hanging baskets and flower beds need the highest standard of care. Watering shall be regular and sufficient to maintain a crisp, healthy, weed-free appearance. DPW will supply equipment, labor and fertilizer to maintain the flowers and water supplied from the DPW yard. Spring and Fall cleanup is included in the contract.

Mulching: Approximately 80-200 yards of double shredded hardwood mulch is necessary for installation in landscape area in the DDA areas.

Light Pole Banners & Holiday Decorations: Light pole banners on 9 Mile need changing approximately four times a year and weekly maintenance checks that all banners are still attached. DDA will supply banners and notify DPW of what banners will be installed. DPW will supply labor, materials and equipment to change and maintain banners. Holiday decorations on light poles and landscaping are required to be installed one week prior to Thanksgiving each year starting November 15th. Removal of the holiday decorations will be on or before



February 1st depending on the season.

**Pest Control:** DPW is responsible for maintaining an effective pest control program. Pest control work shall be performed by a state-certified and state-licensed operator following all federal, state and local laws. The DDA will purchase all pesticides, when necessary.

**Debris:** Litter and debris shall be removed daily from all landscaped ground, sidewalks, parking lots & bays and other DDA areas, including flower and shrub beds.

**Snow Removal:** Snow removal and de-icing shall take place at all pedestrian cross walks and the passages.

**General Cleanliness:** Power washing of sidewalks, pedestrian alley's, dumpster areas and trash receptacles in the core downtown area. The Department of Public Works will be responsible for any graffiti eradication and control to city property under this agreement.

**Ancillary Services:** As the needs of the DDA changes, DPW would be open to providing additional services and flexible hours on a case by case basis, any modifications to this agreement must be agreed upon by both parties and documented.

#### **BUDGETARY CONTEXT**

The annual cost of this contract was set at \$165,118 per year with \$17,507 for additional work. The current contract operates on a calendar year (Jan-Dec) whereas the DDA budget is set in a fiscal year of July-June. However, operations under this contract have remained well within the contracted amount, with calendar year spend of \$148,143 in 2019, and \$92,679 so far in 2020. Additionally, the DDA set a planting material budget of \$20,000 for FY20, of which \$19,000 was utilized.

**CIP#**

#### **ATTACHMENTS**

[DDA Landscaping and Maintenance Agreement.pdf](#)

#### **STRATEGIC PLANNING CONTEXT**

Supported Infrastructure

#### **RECOMMENDED ACTION**

Review and discuss presentation from the Department of Public Works regarding existing Downtown Maintenance Contract. Discuss goals for future maintenance and improvements in the downtown area.

**CITY OF FERNDALE**

**REQUEST FOR COUNCIL ACTION**

**FROM:** Carlos Kennedy, Director of Public Works

**SUBJECT:** DDA Landscaping and Maintenance Agreement

**SUMMARY & BACKGROUND:**

The Ferndale Downtown Development Authority (DDA) requested proposals for landscaping and maintenance services within the DDA District. After much consideration, the Department of Public Works submitted a proposal to provide Landscaping and Maintenance services to the DDA (page 2). We know that we can provide a high level of service to the DDA and continue to provide a high level of service to our community. To account for the additional workload, we will be requesting to hire three additional full-time employees. The cost of the additional employees will come out of the fees that will be charged to the DDA. The DDA voted to approve our proposal at their board meeting on September 13, 2018. The contract is for a two-year period.

The cost of services provided to the DDA will be a base of \$165,118.16 per year (Exhibit A., page 11). An additional cost of \$17,507.80 has been approved by the DDA for the anticipation of an increased workload for the first year to get the landscaping and maintenance back up to an acceptable standard for the DDA and the City of Ferndale (Addendum A., page 12).

**Attachment:** DDA Landscaping and Maintenance Proposal, DDA Landscaping and Maintenance Agreement.

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**COUNCIL AGENDA DATE:** 10/22/2018

**CITY ATTORNEY REVIEW:** N/A

**FINANCE DIRECTOR REVIEW:** Yes

**CITY MANAGER APPROVAL:** Yes

**COMMENTS:**

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**RECOMMENDED ACTION:**

Moved by, second by, to approve the Agreement between the City of Ferndale and the Ferndale Downtown Development Authority for Landscaping and Maintenance Services at a total cost of \$165,118.16 per year and \$17,507.80 per year for additional work.



August 5, 2018

Mr. Barry Hicks  
Executive Director  
Ferndale Downtown Development Authority  
300 E. 9 Mile Rd.  
Ferndale, MI 48220

**Subject: Proposal for Downtown Development Authority Landscaping and Maintenance Services**

Dear Mr. Hicks,

The Department of Public Works is pleased to present the enclosed proposal to perform Landscaping and Maintenance Services for Ferndale Downtown Development Authority.

The proposal details our Scope of Work and the proposed fees for the stated services. Currently, we provide complete landscaping and maintenance services for the City of Ferndale. We take pride in our community and in providing an exceptional level of service. We believe that our services will take the DDA District to the next level. Our employees are experienced, well-rounded, developed and retained, and have an excellent benefit package. Our employees and experience set us apart from the competition.

During our assessment of the district, we noticed some neglected landscaping and public areas. Our first step would be getting these areas up to a standard the DDA and the community of Ferndale deserve. The proposed weekly hours reflect our observations. We anticipate the first year will require additional hours to bring the district up to our, and what we believe to be the standards of your organization. We have the knowledge, manpower, equipment, and technology to do this.

We have made some service additions to our Scope of Work that you will not find elsewhere. Those additions include: routine power washing, trash receptacle and compactor policing, sweeping services managed by onsite team, snow and ice management at key areas, potential 24/7 availability, modern equipment, state certified applicators, successful weed control and pruning methods, experienced green industry professionals, competitively bid buying power for material, and established professional relationships.

Our office and both of our yards are located within a mile of the DDA District. This will allow us to deliver your core services efficiently and effectively. In addition, we are open to providing services outside our scope of work and flexible hours for special projects. Ferndale Haus will be completed soon and with more development occurring within the DDA District, our flexibility and proximity to the district will allow us to account for the increased pedestrian and vehicle traffic. We also have access to technology. See Click Fix can be utilized to record and track issues in the district. Our City Works asset mapping software will allow us to track and manage the DDA's fixed assets. These technologies' and our staff expertise give us the opportunity to give the DDA a detailed breakdown of year end data and cost analysis. Our experience and expertise can assist the DDA with material purchasing; helping to lower your overall costs.



Department of Public Works  
521 E. Cambourne  
Ferndale, MI 48220  
248.546.2519  
[www.ferndalemi.gov](http://www.ferndalemi.gov)

We would like to have an initial landscape and maintenance agreement for a period of two years. During that first year, it is recommended that the DDA and Department of Public Works meet monthly to discuss the work being done and any special projects. After the initial year of services provided, we are hoping to lower our labor cost once the district's landscaping is under control. Please see Exhibit A for our fee proposal.

We anticipate the first year of service to be labor intensive and require additional hours to be worked per week. Our estimate is an additional ten hours per week will be needed the first year of this contract. The additional hours will consist of landscaping and maintenance services defined in the Scope of Work. Please see Addendum A.

We look forward to the opportunity to provide landscaping and maintenance services to the Ferndale Downtown Development Authority.

Sincerely,

Carlos Kennedy  
Director  
Department of Public Works  
City of Ferndale  
521 E. Cambourne St.  
Ferndale, MI 48220  
Office 248-546-2514  
[ckennedy@ferndalemi.gov](mailto:ckennedy@ferndalemi.gov)

## Scope of Work

### General specifications

The work to be performed under this agreement shall include furnishing all labor, material, vehicles and equipment to perform the following.

### Scope of work

This work shall include all labor, materials, equipment, supplies and to maintain flower pots, hanging baskets, and flower beds in an attractive, healthy and weed free condition. Water shall be available at the city yard. All work shall be performed in a professional workmanlike manner, using quality methods. All equipment and material shall be operated and maintained with the highest of standards. All flower beds shall receive no less than the following:

- Beds shall be maintained in a clean, crisp condition. They shall be kept healthy-looking and above average in vigor for the specific variety.
- Only the appropriate weed control products will be allowed in landscape and flower bed areas after they are planted and established. The appropriate depth of mulch is encouraged in these areas as a form of weed control and to enhance its attractiveness.
- All flower beds and baskets shall be watered regularly and adequately to fit the nature of the plant, the type of soil, and the location and exposure. Fertilizer will be applied during the watering process as needed.
- The DDA will be notified immediately if disease, pest or lack of vigor are observed. Control of these issues will be arranged by DPW according to environmental protection and local pest-control laws.
- Dead or diseased plants shall be removed promptly from all beds and properly disposed of. Broken, damaged or unsightly flowers or sections of plants shall be properly removed promptly and replaced at cost to the DDA.
- Beds shall be maintained free of weeds. No individual weed (including Grasses) shall remain more than one week. Acceptable weed density within the above shall not exceed over two weeds per square foot over the worst half of any bed.
- Where interplanting of a permanent nature exist within the area or bounds of a given Flower bed, such interpolating's shall be protected and compatibly natured. This will include trees, shrubs, etc.
- Where removal of a plant or lack of growth detracts measurably from a planting, the DDA shall be notified.
- Trash, waste and other unsightly matters shall be removed regularly and disposed of properly, at no additional cost to DDA.

- In the winter, snow removal and de-icing shall be performed around bike racks, benches and crosswalk locations.

**A. Hours and days of maintenance service**

Hours of operations shall be primarily from 5 a.m. to 3 p.m., though the city may elect to provide additional coverage as needed. Days of operation shall be Monday through Saturday. Sunday and evening work will be scheduled as needed. The **Minimum** number of hours required each week to perform the duties is outlined in the City of Ferndale DDA fee proposal.

**B. New plant materials/purchase and guarantee**

The Department of Public Works is responsible for labor, adequate storage and delivery of plant materials. A list of estimated prices for materials and supplies shall be provided prior to replacement.

**1. Plant materials**

Plant materials shall conform to the “Horticultural standards” of the American Association of Nurserymen regarding kind, size, age, etc.

**2. Plants**

Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.

**3. Caliper**

Measure caliper of all trees six inches above ground surface. All new trees planted shall be a minimum of 3 inch in caliper.

**4. Shape and form**

Plant materials shall be symmetrical and/or typical for variety and species.

**5. Quality of plants**

All plant material shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the DDA.

**6. The DDA will provide additional funding for purchase of plant materials and any other required work/supplies above and beyond this agreement.** About 600-800 flats of flowers are to be planted annually. Cost of installation shall be covered in the hours outlined in The DDA fee proposal.

**7. Guarantee**

All shrubs and perennials shall be purchased with a guarantee to live and remain in healthy condition for no less than one year from the date of acceptance by the DDA of the planting (job). All trees shall be guaranteed to live and remain in healthy condition for no less than two years from the date of acceptance by the DDA of the planting (job).

**8. Purchasing**

The DPW is a member of multiple organizations that source from competitiveness bid contracts. We also have relationships and knowledge of vendors across industries. We will be able to assist in purchasing material. In some cases, we can realize economies of scale when purchasing material for both the DDA and DPW.

**C. Weeding**

All landscape areas – including tree grates, landscape beds, sidewalks and parking lots on 9 Mile, Troy, Vester, Planavon, Allen and Woodward from Saratoga to Breckenridge (east & west) (outlined on map) and in the DDA walkways shall be weeded frequently so that at no time shall there be any weeds. (With regards to parking lots, weeds around bumper blocks, meter and sign post, etc., shall be controlled via use of pesticides or other cultural means. Where tree plantings exist in a parking lot, an appropriate weed control program must be utilized to eradicate the pest and ensure the health of the tree focusing on the dripline area. Tree grates outside of the DDA area will be maintained outside of this agreement by DPW.

**D. Watering**

Because water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to the sun, wind, shade and location in the individual sites. The variations in the size of the plants installed, as well as the varieties, shall be taken into considerations. To determine when watering is required, a soil probe shall be used every week in each landscape site to test the root zone of one or more plants of each variety. **Water will be provided at the DPW yard.**

**E. Pruning**

All pruning shall be performed as required by the DDA according to the aesthetic requirements of the City and the DDA, as follows:

**1. Trees (DBH 10" or less)**

- (1) Corrective pruning shall consist of removing dead and/or broken branches. Interfering or crossed limbs shall be removed along with any suckers. All limb removals shall be made flush to the trunk or limb from which they originate.
- (2) Aesthetic pruning shall be performed to maintain the natural shape and characteristics of the variety. Central leaders shall be maintained in those varieties normally having them. Pruning shall be performed as often as growth allows and at least 2 times/year to have the

trees appear neat and orderly. No additional compensation will be given for aesthetic pruning.

**2. Shrubs**

All shrubs shall be pruned to retain their natural form and proportionate size to each other, at least 3 times/year, or as needed.

**3. Ground cover**

All ground covers shall be pruned as necessary to a neat edge along all walls and sidewalks. Any runners that start to climb any of the shrubs or trees shall be pruned.

**F. Flower beds**

**1. Definition**

Flower beds shall include all areas where six or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed parameters shall be defined as all areas up to 18" beyond the edge flower or at the nearest designed edging or boundary.

**2. Sites**

Flower beds are located at the Woodward median from Marshall to Oakridge, the Central business District ( north and south sides of Nine Mile from Paxton to Livernois), West Troy from Woodward to Allen, Henry Schiffer Memorial Park, Withington from Woodward to Planavon on the south side of the street, the decorative entrance to the Withington parking lot at both west and northeast ends and parking lots where other beds are located, such as Falvey, Library, Troy Street, Withington, Breckenridge and city hall lots. Note: The DDA has approximately 186 hanging basket and 40 free-standing pots. Additional flower beds may be added through the life of the agreement.

**3. Flowerpots, hanging baskets and flower beds**

Flower pots, hanging baskets and flower beds need the highest standard of care. Watering shall be regular and sufficient to maintain a crisp, healthy, weed-free appearance. DPW will supply equipment, labor and fertilizer to maintain the flowers and water supplied from the DPW yard.

**4. Mulching**

Approximately 80-200 yards of double shredded hardwood mulch is necessary for installation in landscape area in the DDA areas. Each year, a pre-determined amount of mulch will be required, and paid for by the DDA under separate billing. Installation of mulch is included in the agreement hours.



5. DPW is responsible for delivery and installation of materials, these materials will be stored at one of the DPW yards during the installation period. All flower bed annuals, hanging baskets and planters must be installed by Memorial Day, unless otherwise directed by the DDA. Perennials, trees and shrubs should be planted during appropriate seasons based on species, unless replacement materials or otherwise directed by DDA. Fall removal of beds, landscape areas, hanging baskets and planters depends on the season.
6. **Spring & fall clean up**  
DPW shall perform a spring and fall clean-up of all bed, landscape areas, hanging baskets and planters. Spring clean-up shall be completed by May 15<sup>th</sup> and fall clean-up shall be completed by November 1<sup>st</sup>.

#### **G. Light pole banners & holiday decorations**

Light pole banners on 9 Mile need changing approximately four times a year and weekly maintenance checks that all banners are still attached. DDA will supply banners and notify DPW of what banners will be installed. DPW will supply labor, materials and equipment to change and maintain banners. Work shall be done during normal business hours. Banner changes include:

Fall banners: September 15<sup>th</sup>  
Winter banners: November 15<sup>th</sup>  
Spring banners (flexible): February 1<sup>st</sup>  
Summer banners (when available): June 15<sup>th</sup>  
Other intermittent changes as requested

There are also third-party events held within the city that sometimes request banner changes for their events on behalf of their organization. All banner changes outside of the scope of the above list must be approved by the DDA and billed to the third-party organization. DPW will be the only contractor allowed to change banners throughout the duration of the agreement.

Holiday decorations on light poles and landscaping on Woodward, 9 Mile, Troy street, Planavon and pedestrian alleys are required to be installed one week prior to Thanksgiving each year starting November 15<sup>th</sup>. Removal of the holiday decorations will be on or before February 1<sup>st</sup> depending on the season. DPW will supply labor, materials and equipment to change and maintain holiday decorations (which requires a lift for the snowflake globes). Work shall be done during normal business hours.

#### **H. Pest control**

DPW is responsible for maintaining an effective pest control program. Pest control work shall be performed by a state-certified and state-licensed operator following all federal, state and local laws. **The DDA will purchase all pesticides, when necessary.**

#### **I. Debris**

Litter and debris shall be removed **daily** from all landscaped ground, sidewalks, parking lots & bays and other DDA areas, including flower and shrub beds. Removal of litter and debris from city parking lots shall be done by the DPW under the 'Central Business District Cleanup' portion of this agreement. All litter and debris shall be disposed of properly at no additional cost to the DDA. Periodic debris around and in the waste, containers may need removal. DPW will schedule blowing and street sweeping no less than three days per week for the Central Business district (as indicated on map). Litter and debris removal on foot will be required as needed per week in the otherwise designated areas of the DDA, called the Extended DDA Areas. See DDA area map for details and locations. Tree wells on Woodward north of Breckenridge and south of Saratoga are handled by DPW outside of this agreement.

#### **J. Landscaping, clean-up & snow**

##### **1. Grounds and areas**

The grounds and areas to be maintained, include but are not limited to the Falvey, Library, City Hall, East Breckenridge, West Breckenridge, Nine mile/Woodward, Withington, and West Troy parking lots; the Henry Schiffer Memorial park; the north and south Central Business District pedestrian walkways; Foley & Mansfield Alley the streetscape plantings on Nine Mile from Paxton to Livernois and on West Troy from Woodward to Allen; the north retainer wall of the Withington parking lot; the Planavon entrance to Withington parking lot; the Planavon parking lot; and the Woodward median between Marshall and Oakridge. These grounds and areas are landscaped with shrubs, flowers, and trees, and are not irrigated with the exception of the Woodward median between Saratoga to Cambourne, and the Falvey, library, East and West Breckenridge parking lots. DPW will manage start up, repairs and winterization of irrigation system in the mentioned areas of the DDA.

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<b>Exhibit A. DDA Fee Proposal</b>						
<b>Period</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
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Legend

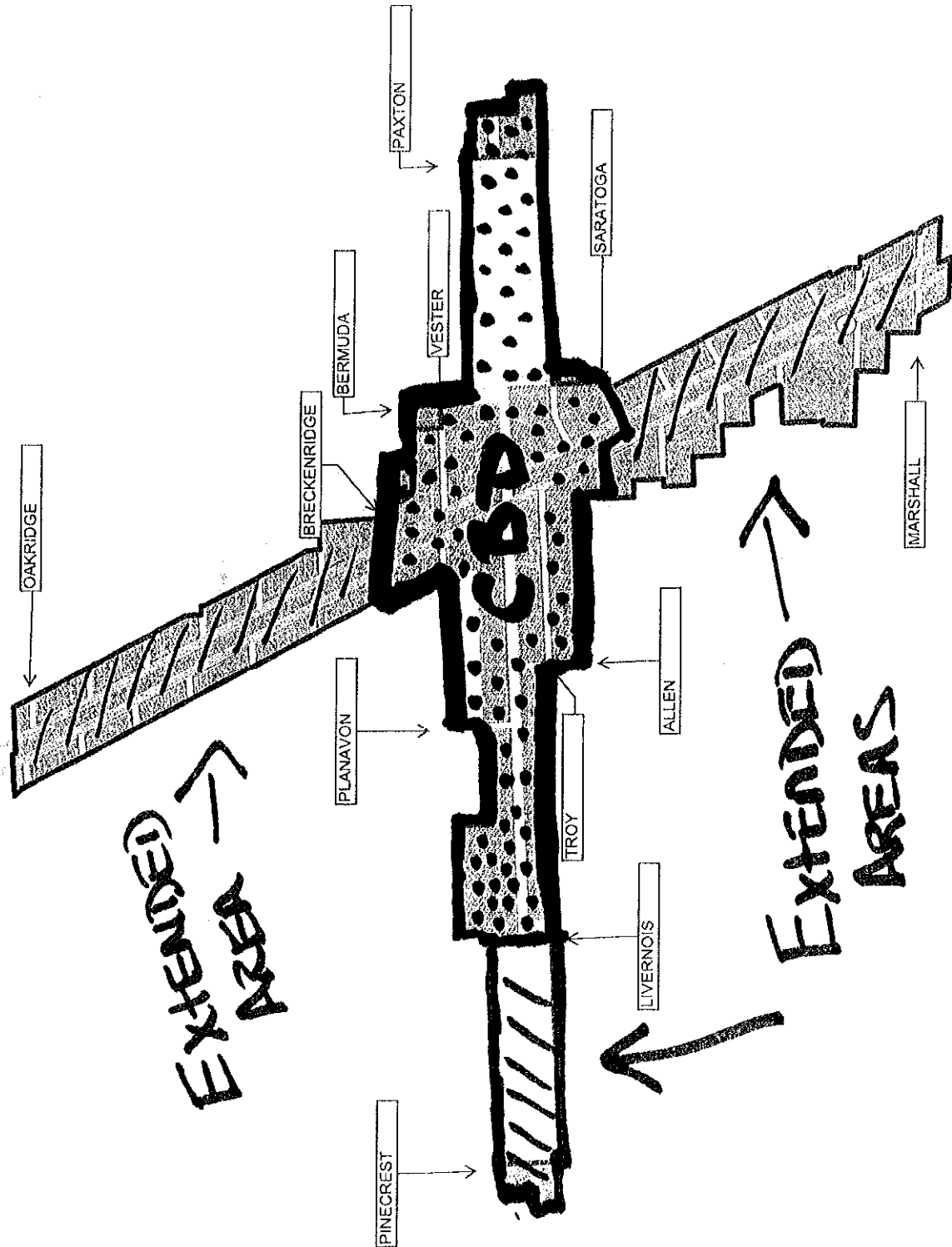


Royal Oak

Pleasant Ridge

Warren

Ferndale



## AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Ferndale, ("Ferndale"), a Michigan Municipal Corporation, with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220 and the Ferndale Downtown Development Authority ("DDA"), with an address at 300 E. 9 Mile Road, Ferndale, Michigan 48220;

The DDA is interested in a feasible, efficient and economic method to provide landscaping and maintenance serves within the DDA jurisdictional boundaries ("Area").

Ferndale, through its Department of Public Works ("DPW") is willing and interested in providing landscape and maintenance serves to the DDA in the DDA Area,

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations and assurances set forth in this Agreement, the parties agree to the following:

1. The specifications for the two year Agreement between Ferndale and DDA is detailed in the Scope of Work, provided by DPW, attached and incorporated by reference as **Exhibit 1**.
2. Payment for services performed will be based upon the fee proposal as submitted and set forth in Exhibit A of Scope of Work and Addendum A, Fee Proposal which are incorporated by reference and made part of this Agreement.
3. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of DDA or Ferndale.
4. Absent a written waiver, no act, failure or delay by either DDA or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either DDA or Ferndale shall subsequently effect its right to require strict performance of this Agreement.
5. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party's debts or obligations.
6. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
7. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in



this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

8. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the clerk of the respective party. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery services or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

9. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 6<sup>th</sup> Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.

10. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both DDA and Ferndale. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed this Agreement or other persons as authorized by the DDA and Ferndale governing bodies.

11. This Agreement represents the entire Agreement and understanding between DDA and Ferndale. This Agreement shall supersede all other oral or written Agreements between DDA and Ferndale with respect to this matter. The language of this Agreement shall be construed as a whole according to its fair meaning, and shall not be construed strictly for or against any party.

12. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.

13. The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties without the consent or joinder of any other person or party.

IN WITNESS WHEREOF, the Ferndale Downtown Development Authority and the City of Ferndale have caused this Agreement to be signed and executed on the day and year first above written.

**City of Ferndale**

**Ferndale Downtown Development  
Authority**

By: \_\_\_\_\_  
Dave Coulter, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marne McGrath, Clerk

Its: \_\_\_\_\_



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## Scope of Work

### General specifications

The work to be performed under this agreement shall include furnishing all labor, material, vehicles and equipment to perform the following.

### Scope of work

This work shall include all labor, materials, equipment, supplies and to maintain flower pots, hanging baskets, and flower beds in an attractive, healthy and weed free condition. Water shall be available at the city yard. All work shall be performed in a professional workmanlike manner, using quality methods. All equipment and material shall be operated and maintained with the highest of standards. All flower beds shall receive no less than the following:

- Beds shall be maintained in a clean, crisp condition. They shall be kept healthy-looking and above average in vigor for the specific variety.
- Only the appropriate weed control products will be allowed in landscape and flower bed areas after they are planted and established. The appropriate depth of mulch is encouraged in these areas as a form of weed control and to enhance its attractiveness.
- All flower beds and baskets shall be watered regularly and adequately to fit the nature of the plant, the type of soil, and the location and exposure. Fertilizer will be applied during the watering process as needed.
- The DDA will be notified immediately if disease, pest or lack of vigor are observed. Control of these issues will be arranged by DPW according to environmental protection and local pest-control laws.
- Dead or diseased plants shall be removed promptly from all beds and properly disposed of. Broken, damaged or unsightly flowers or sections of plants shall be properly removed promptly and replaced at cost to the DDA.
- Beds shall be maintained free of weeds. No individual weed (including Grasses) shall remain more than one week. Acceptable weed density within the above shall not exceed over two weeds per square foot over the worst half of any bed.
- Where interplanting of a permanent nature exist within the area or bounds of a given Flower bed, such interpolating's shall be protected and compatibly natured. This will include trees, shrubs, etc.
- Where removal of a plant or lack of growth detracts measurably from a planting, the DDA shall be notified.
- Trash, waste and other unsightly matters shall be removed regularly and disposed of properly, at no additional cost to DDA.



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- In the winter, snow removal and de-icing shall be performed around bike racks, benches and crosswalk locations.

#### **A. Hours and days of maintenance service**

Hours of operations shall be primarily from 5 a.m. to 3 p.m., though the city may elect to provide additional coverage as needed. Days of operation shall be Monday through Saturday. Sunday and evening work will be scheduled as needed. The **Minimum** number of hours required each week to perform the duties is outlined in the City of Ferndale DDA fee proposal.

#### **B. New plant materials/purchase and guarantee**

The Department of Public Works is responsible for labor, adequate storage and delivery of plant materials. A list of estimated prices for materials and supplies shall be provided prior to replacement.

##### **1. Plant materials**

Plant materials shall conform to the "Horticultural standards" of the American Association of Nurserymen regarding kind, size, age, etc.

##### **2. Plants**

Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.

##### **3. Caliper**

Measure caliper of all trees six inches above ground surface. All new trees planted shall be a minimum of 3 inch in caliper.

##### **4. Shape and form**

Plant materials shall be symmetrical and/or typical for variety and species.

##### **5. Quality of plants**

All plant material shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the DDA.

- 6. The DDA will provide additional funding for purchase of plant materials and any other required work/supplies above and beyond this agreement.** About 600-800 flats of flowers are to be planted annually. Cost of installation shall be covered in the hours outlined in The DDA fee proposal.



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## 7. Guarantee

All shrubs and perennials shall be purchased with a guarantee to live and remain in healthy condition for no less than one year from the date of acceptance by the DDA of the planting (job). All trees shall be purchased with a guarantee to live and remain in healthy condition for no less than two years from the date of acceptance by the DDA of the planting (job).

## 8. Purchasing

The DPW is a member of multiple organizations that source from competitiveness bid contracts. We also have relationships and knowledge of vendors across industries. We will be able to assist in purchasing material. In some cases, we can realize economies of scale when purchasing material for both the DDA and DPW.

## C. Weeding

All landscape areas – including tree grates, landscape beds, sidewalks and parking lots on 9 Mile, Troy, Vester, Planavon, Allen and Woodward from Saratoga to Breckenridge (east & west) (outlined on map) and in the DDA walkways shall be weeded frequently so that at no time shall there be any weeds. (With regards to parking lots, weeds around bumper blocks, meter and sign post, etc., shall be controlled via use of pesticides or other cultural means. Where tree plantings exist in a parking lot, an appropriate weed control program must be utilized to eradicate the pest and ensure the health of the tree focusing on the dripline area. Tree grates outside of the DDA area will be maintained outside of this agreement by DPW.

## D. Watering

Because water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to the sun, wind, shade and location in the individual sites. The variations in the size of the plants installed, as well as the varieties, shall be taken into considerations. To determine when watering is required, a soil probe shall be used every week in each landscape site to test the root zone of one or more plants of each variety. **Water will be provided at the DPW yard.**

## E. Pruning

All pruning shall be performed as required by the DDA according to the aesthetic requirements of the City and the DDA, as follows:

### 1. Trees (DBH 10" or less)

- (1) Corrective pruning shall consist of removing dead and/or broken branches. Interfering or crossed limbs shall be removed along with any suckers. All limb removals shall be made flush to the trunk or limb from which they originate.
- (2) Aesthetic pruning shall be performed to maintain the natural shape and characteristics of the variety. Central leaders shall be maintained in those varieties normally having them. Pruning shall be performed as often as growth allows and at least 2 times/year to have the



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trees appear neat and orderly. No additional compensation will be given for aesthetic pruning.

**2. Shrubs**

All shrubs shall be pruned to retain their natural form and proportionate size to each other, at least 3 times/year, or as needed.

**3. Ground cover**

All ground covers shall be pruned as necessary to a neat edge along all walls and sidewalks. Any runners that start to climb any of the shrubs or trees shall be pruned.

**F. Flower beds**

**1. Definition**

Flower beds shall include all areas where six or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed parameters shall be defined as all areas up to 18" beyond the edge flower or at the nearest designed edging or boundary.

**2. Sites**

Flower beds are located at the Woodward median from Marshall to Oakridge, the Central business District ( north and south sides of Nine Mile from Paxton to Livernois), West Troy from Woodward to Allen, Henry Schiffer Memorial Park, Withington from Woodward to Planavon on the south side of the street, the decorative entrance to the Withington parking lot at both west and northeast ends and parking lots where other beds are located, such as Falvey, Library, Troy Street, Withington, Breckenridge and city hall lots. Note: The DDA has approximately 186 hanging basket and 40 free-standing pots. Additional flower beds may be added through the life of the agreement.

**3. Flowerpots, hanging baskets and flower beds**

Flower pots, hanging baskets and flower beds need the highest standard of care. Watering shall be regular and sufficient to maintain a crisp, healthy, weed-free appearance. DPW will supply equipment, labor and fertilizer to maintain the flowers and water supplied from the DPW yard.

**4. Mulching**

Approximately 80-200 yards of double shredded hardwood mulch is necessary for installation in landscape area in the DDA areas. Each year, a pre-determined amount of mulch will be required, and paid for by the DDA under separate billing. Installation of mulch is included in the agreement hours.



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5. DPW is responsible for delivery and installation of materials, these materials will be stored at one of the DPW yards during the installation period. All flower bed annuals, hanging baskets and planters must be installed by Memorial Day, unless otherwise directed by the DDA. Perennials, trees and shrubs should be planted during appropriate seasons based on species, unless replacement materials or otherwise directed by DDA. Fall removal of beds, landscape areas, hanging baskets and planters depends on the season.
6. **Spring & fall clean up**  
 DPW shall perform a spring and fall clean-up of all bed, landscape areas, hanging baskets and planters. Spring clean-up shall be completed by May 15<sup>th</sup> and fall clean-up shall be completed by November 1<sup>st</sup>.

#### **G. Light pole banners & holiday decorations**

Light pole banners on 9 Mile need changing approximately four times a year and weekly maintenance checks that all banners are still attached. DDA will supply banners and notify DPW of what banners will be installed. DPW will supply labor, materials and equipment to change and maintain banners. Work shall be done during normal business hours. Banner changes include:

Fall banners: September 15<sup>th</sup>  
 Winter banners: November 15<sup>th</sup>  
 Spring banners (flexible): February 1<sup>st</sup>  
 Summer banners (when available): June 15<sup>th</sup>  
 Other intermittent changes as requested

There are also third-party events held within the city that sometimes request banner changes for their events on behalf of their organization. All banner changes outside of the scope of the above list must be approved by the DDA and billed to the third-party organization. DPW will be the only contractor allowed to change banners throughout the duration of the agreement.

Holiday decorations on light poles and landscaping on Woodward, 9 Mile, Troy street, Planavon and pedestrian alleys are required to be installed one week prior to Thanksgiving each year starting November 15<sup>th</sup>. Removal of the holiday decorations will be on or before February 1<sup>st</sup> depending on the season. DPW will supply labor, materials and equipment to change and maintain holiday decorations (which requires a lift for the snowflake globes). Work shall be done during normal business hours.



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#### H. Pest control

DPW is responsible for maintaining an effective pest control program. Pest control work shall be performed by a state-certified and state-licensed operator following all federal, state and local laws. **The DDA will purchase all pesticides, when necessary.**

#### I. Debris

Litter and debris shall be removed **daily** from all landscaped ground, sidewalks, parking lots & bays and other DDA areas, including flower and shrub beds. Removal of litter and debris from city parking lots shall be done by the DPW under the 'Central Business District Cleanup' portion of this agreement. All litter and debris shall be disposed of properly at no additional cost to the DDA. Periodic debris around and in the waste, containers may need removal. DPW will schedule blowing and street sweeping no less than three days per week for the Central Business district (as indicated on map). Litter and debris removal on foot will be required as needed per week in the otherwise designated areas of the DDA, called the Extended DDA Areas. See DDA area map for details and locations. Tree wells on Woodward north of Breckenridge and south of Saratoga are handled by DPW outside of this agreement.

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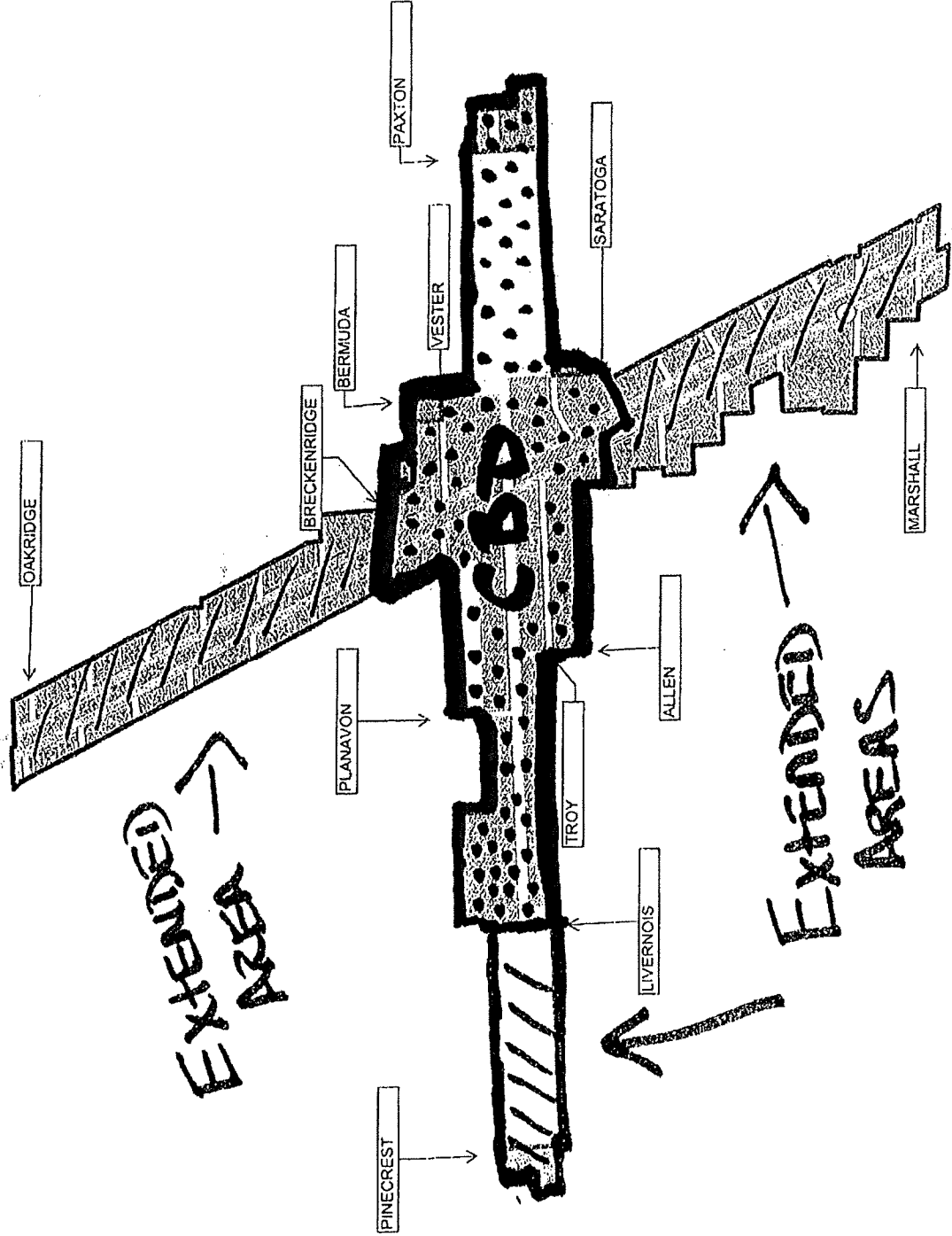
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City of Ferndale  
DDA Expansion



**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Approval of August and September Minutes

**INTRODUCTION**

**SUMMARY & BACKGROUND**

**BUDGETARY CONTEXT**

**CIP#**

**ATTACHMENTS**

**STRATEGIC PLANNING CONTEXT**

**RECOMMENDED ACTION**

Approval of August and September Minutes

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Affirmations Bench Design and Updated Budget Approval

**INTRODUCTION**

**SUMMARY & BACKGROUND**

In June 2020, the DDA Board of Directors approved a project budget for the 'Affirmations Bench' project in an amount not to exceed \$10,000 including engineering and design services. This request was made in the hope that construction could be completed quickly in an effort to create expanded outdoor seating options. However, as the project progressed it became clear that the original timeline and budget would be insufficient to ensure proper safety, drainage, and design.

We are now in a position to present a specific design concept that mimics the benches at Schiffer Park and The dot. This will begin to create a consistent design aesthetic throughout the downtown - a goal which has been expressed by the DDA Board of Directors.

Attached is a sketch of the project from Giffels Webster which outlines two main benches with three smaller seating areas. For the purposes of this request, we are seeking approval for the main benches noted as A and B.

The benches are manufactured by Detroit Metal Elements with installation services provided by the Department of Public Works and engineering consultation with Giffels Webster.

The concrete beneath the bench will be removed to allow for grading and drainage of the planter that is built into the bench. Bollards will be concealed within the planters which will create enhanced safety for the building.

**BUDGETARY CONTEXT**

Detroit Metal Elements Fabrication - A & B custom planter/benches: \$25,970

Seating Material TBD- Not to exceed \$2,000

DPW Installation Services - Not to exceed \$4,000

Giffels Webster Engineering Services - Not to exceed \$2000

Total Project Budget - Not to Exceed \$33,970

The FY21 budget allocated \$15,000 for this project in Capital Outlay 248-000-977.000. Additionally the DDA has received \$2,000 from the Community Foundation for the project. Funding was allocated from Main Street Oakland County in the amount of \$2,500 however we have exceeded the timeline for that distribution. In discussions with MSOC, we believe there may be opportunities for additional funding that will support this project, and the Executive Director will make every effort to seek them out.

As a note, less than 50% of the \$40,000 allocated by the DDA Board of Directors in June 2020 for outdoor furniture has been allocated at this time.

**CIP#**

#### **ATTACHMENTS**

[Ferndale Affirmations Parklet Basic Rendering.pdf](#)

[DDA Ferndale Affirmations Planter Sketch.pdf](#)

[Ferndale Affirmations Planter proposal.pdf](#)

#### **STRATEGIC PLANNING CONTEXT**

Supported Infrastructure

#### **RECOMMENDED ACTION**

Approve draft design and updated project budget not to exceed \$33,970 for Affirmation Bench.

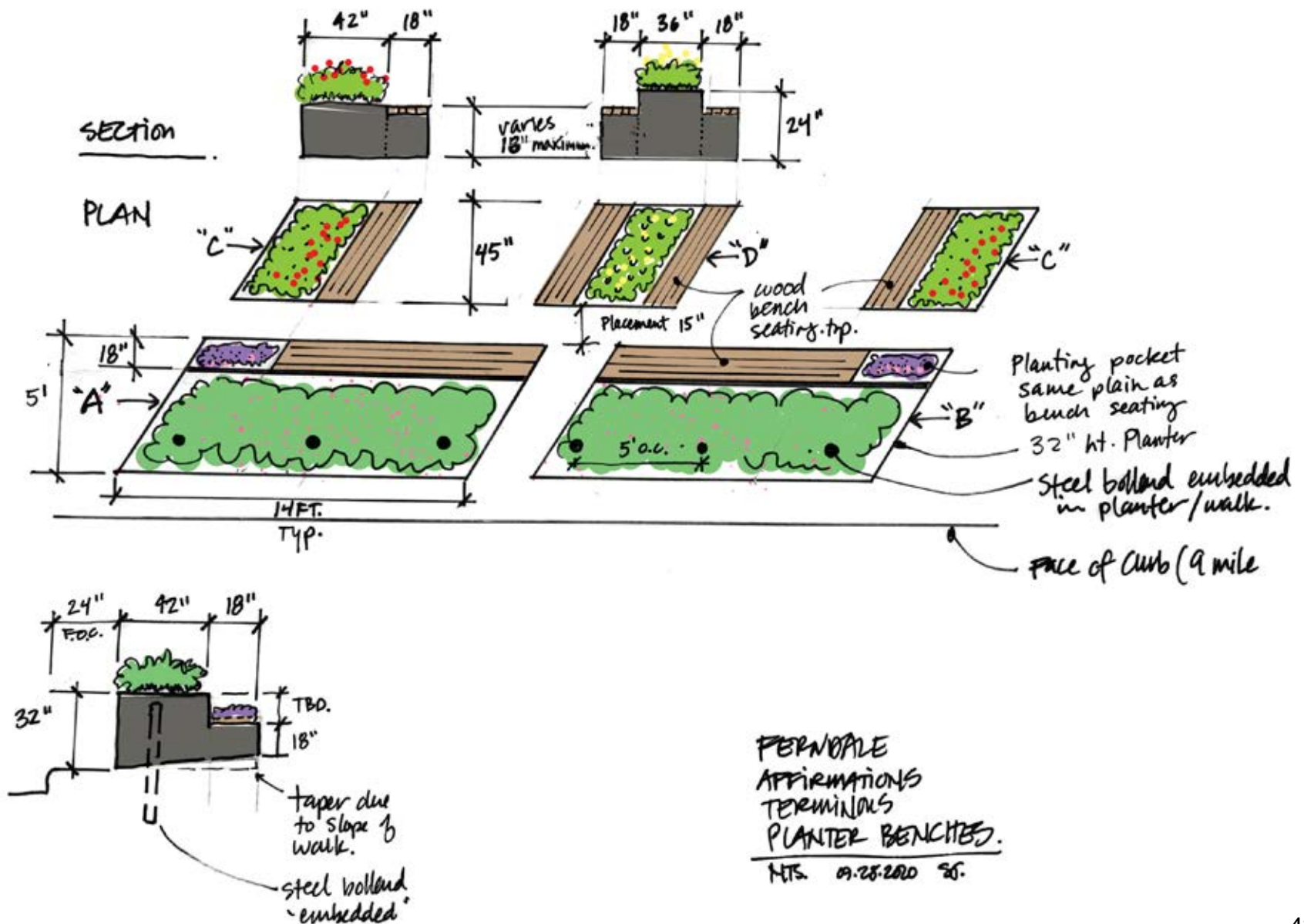














## DETROIT METAL ELEMENTS

October 1, 2020

DME is pleased to present the following proposal for the **Affirmations Planter/Bench**

This proposal is based on the drawings provided to DME from **Giffels Webster**. Any change in the scope of work or design of the project may require DME to revise the work proposed, the timeframe estimated, and the quoted fee.

### Fabrication Specifications:

<b>A &amp; B</b> , 2 custom planter/benches	\$12,985.00	X 2 = \$25,970.00
<b>C</b> , 2 custom planter/ benches	\$ 8,400.00	X 2 = \$16,800.00
<b>D</b> , 1 custom planter/benches	\$ 9,600.00	X 1 = \$ 9,600.00
Aluminum tube sub-structure w/ 14 GA Aluminum cover panels		
Bottom planter panels to include drainage holes		
Work drawings included		
Includes: Structural engineering review and sealed drawings	=	\$ 2,000.00
Bench Material: Cumaru wood Drilled, counter sunk, sanded and finished		
Finish: Priming and Powder coating, Matte Black		
Delivery TBD	Total	\$54,370.00
Lead time <b>10 weeks A&amp;B only</b>	Tax	3,262.20
	<b>Total</b>	<b>\$57,632.20</b>

### Payment Terms:

Fabricated items are subject to a 6% sales tax unless Form 3372 is provided.

**DME requires a purchase order and a 50% deposit before manufacturing begins**

50% balance is due upon delivery and approval

Quote valid for 30 days of proposal date.

### Miscellaneous:

This proposal must be signed by you and returned to DME in order for a valid agreement.

Any changes to the scope of work must be in writing, signed by DME and City of Ferndale.

Dated \_\_\_\_\_

**Detroit Metal Elements**

Dated \_\_\_\_\_

**City of Ferndale**

Any disputes arising under this proposal or otherwise related to the work which is the subject of this proposal will be resolved in the courts of Michigan (or in federal courts located in Michigan), under Michigan law.

Contractor represents that you own, or have a valid license for, the drawings and other material included with the project, and you are not infringing any copyright or ownership interest of third parties.

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Temporary Changes to Outdoor Seating, Patio, and Mobile Vending Policies

**INTRODUCTION**

**SUMMARY & BACKGROUND**

In June 2020, the Ferndale City Council authorized temporary changes to policies regarding outdoor seating and sales as a COVID-19 response strategy. Currently, 11 businesses have utilized options to expand outdoor seating on sidewalks or private property and 1 business has utilized expanded options for mobile vending (food trucks).

Working collaboratively with the DDA Executive Director, city staff developed a proposal to temporary suspend enforcement of zoning regulations related to outdoor seating and sales on private property, and regulatory restrictions on mobile vending in the Central Business (CBD) zoning district; and create a licensing process for temporary outdoor seating and sales on certain City rights-of-way.

The resolutions are effective through December 31, 2020.

The DDA Executive Director and city staff are proposing that these changes remain in effect through November 30, 2021. This minimizes permitting requirements for businesses and allows them to choose whether they would like to retain their patios in cooler months.

Additionally we are proposing the that Accessory Structures Pilot (aka 'Igloo Pilot') be reestablished. This will allow for the use of igloos or tents on rear/side yards while temporarily suspending zoning regulations such as Payment in Lieu of Parking or off-street parking requirements.

The DDA Board of Directors is being asked to recommend that the City Council adopt the following policies pending final review from city staff and the city attorney:

Sidewalk Cafes - Allow standard patios to remain in place until Nov 30, 2021

Extended Outdoor Seating and Sales - Extend existing policy for expanded use of public and private property for outdoor seating or selling of merchandise until November 30, 2021

Temporary Use of Parking Spaces - Extend existing policy for use of parking spaces by adjacent businesses until November 30, 2021

Mobile Sales and Vending - Extend existing policy for a moratorium on the Council's May 7, 2012 resolution limiting the number of locations and days a week for sidewalk and mobile vending within the Downtown

Vending District until November 30, 2021.

Temporary Accessory Structures - Authorize temporary program to permit temporary accessory buildings within the CBD and other commercially zoned districts to be utilized in an accessory manner to a principal building in the rear or side yard in compliance with fire and building code requirements through November 30, 2021

#### **BUDGETARY CONTEXT**

City Council will also be asked to allow deferment of fees to a set date for all fees associated with these policies.

**CIP#**

#### **ATTACHMENTS**

[Patios Update 9.28.pdf](#)

#### **STRATEGIC PLANNING CONTEXT**

Economic Prosperity

#### **RECOMMENDED ACTION**

Support recommendations to City Council for temporary changes to the following policies: sidewalk cafes, outdoor seating, accessory structures, temporary use of parking areas, and mobile vending and sales

# Patios and Outdoor Space

*Options for 2021*



Where we are today.

## 1. Standard Sidewalk Café Permit

- Standard season March 1 – Nov 15
- Approx. 30 annual permits
- Restaurants only
- Fees: \$100 application fee (new permits only), \$1.50/sq ft for alcohol serving establishments, \$1.00/sq ft for non-alcohol establishments





# Where we are today.

## 2. Expanded Outdoor Options

- Approved by Council June 2020, expires 12.31.20
- Created new options for outdoor seating:
  - Private Property – Omega, Voyager, Otus Supply, Sneakers, Bobcat Bonnies
  - Sidewalks – Lefties Barbershop, Brooks Brewing, The Corner, Soho
  - Parking spaces – Valentine Distilling
  - Mobile & sidewalk vending – Imperial Taco Truck, Olive Bloombox
- Fee: \$275 application fee + rental fees per parking space



The background image shows an outdoor dining area with several white geodesic dome structures (igloos) arranged in a row. A black wooden picket fence runs across the foreground. In the background, there is a building with a large, colorful mural featuring green and yellow geometric patterns. A construction crane is visible in the sky above the building. The sky is overcast with grey clouds.

## Where we are today.

### 3. Accessory Structure Pilot (aka 'Igloo' pilot)

- Approved by Council Nov 2019, expired April 2020
- Allowed 'igloos' to be used for outdoor dining subject to building and fire safety code.
- Temporarily suspended zoning requirements such as Payment in Lieu of Parking & off-street parking requirements.

# Upcoming Decisions for City Council on Oct 12, 2020



**Dates:** Allow patios, outdoor seating, and mobile vending to operate through November 15<sup>th</sup>, 2021 as a COVID recovery strategy



**Fees:** Clarify fee schedule and set extended deadline for payment of 2020 fees.



**Igloos:** Allow the 'igloo pilot' to run for another year and expand to include tents that meet building and fire code requirements.



**Management:** Provide staff with the flexibility to determine how to best manage this new variety of permits in a timely fashion.

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Unbox the Holidays - 2020 Shop Local Campaign Proposal

**INTRODUCTION**

**SUMMARY & BACKGROUND**

In preparation for the holiday shopping season the DDA and Ferndale Area Chamber of Commerce have been collaborating on a proposal for a shop local campaign entitled - Unbox the Holidays. The concept centers on a marketing campaign designed to encourage shoppers to "ditch big box stores" and support local retailers and restaurants.

Attached is the graphic design proposal from Studio Incongita, a women-owned Ferndale firm.

The campaign would launch in late October/early November with a website ([unboxtheholidays.com](http://unboxtheholidays.com)) where shoppers can easily get access to unique gifts ideas, gift card options, a list of restaurants offering carry out, safe self-care options, and more!

The campaign is highly customizable to businesses who are interested in participating. We will work in coordination with the DDA Social Media Manager to develop a consistent outreach plan for social media. Paid advertisements will be purchased in conjunction with the Open in Ferndale Business Promotion Pilot, where we will have assistance in targeting our ads effectively to potential visitors.

This program can also serve as the umbrella for other holiday promotions such as Small Business Saturday (potentially Small Business Week.)

**BUDGETARY CONTEXT**

The FY21 budget allocated \$15,000 for 'Frosty Ferndale' within Contractual Services 248-000-818.000. This program would have incorporated physical events, marketing, promotion, etc. around the holiday season.

The Executive Director requests approval for these funds be used to support Unbox the Holidays through graphic design, website development, marketing/advertising, and other outreach.

**CIP#**

**ATTACHMENTS**

[100120\\_Ferndale DDA-Unbox the Holidays-V2.pdf](#)

**STRATEGIC PLANNING CONTEXT**

Economic Prosperity

**RECOMMENDED ACTION**

Approve budget and proposal for Unbox the Holidays - a Shop Local Campaign in partnership with the Ferndale Area Chamber of Commerce and the City of Ferndale.





# Ferndale DDA

*Unbox The Holidays Updates, v2*

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October 1st, 2020

**studio incognita**



FERNDALE VALUES /  
CULTURAL ASSOCIATION WORDS

**equality / funky / expressive /  
caring / accepting / diverse /  
loving / artistic / fun / eclectic /  
community-centered /  
alternative / harmonious /**

# Unbox The Holidays Updates

**studio incognita**



## APPROACH

Here we link Ferndale's values and culture to retailers and the services or products they offer.

When you shop local, you gift Ferndale. Each retailer, restaurant or service provider adds their own unique mark to Ferndale's culture.

**studio incognita**



**unbox [blank].**



*business specific layout option 1*

1



2



3



ALTERNATIVE HEADLINES

**unbox**  
**pastries on**  
**pastries on**  
**pastries**  
**at drifter coffee**

business specific layout option 2

1



2



3



ALTERNATIVE HEADLINES

unbox  
mysteries  
of the  
universe  
at boston tea room

business specific layout option 3

1



2



3



ALTERNATIVE HEADLINES

unbox  
the sounds  
that take  
you back  
at found sound

*General Ferndale Focused, Direction 1*



1



2

*General Ferndale Focused, Direction 2*



1



2



thank you.

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Recruitment for DDA Board of Directors

**INTRODUCTION**

**SUMMARY & BACKGROUND**

At the direction of the DDA Board of Directors, the Executive Director is seeking authorization to begin recruitment initiatives for new members in collaboration with the City of Ferndale's newly updated processes. In previous discussions there has been interest in increasing membership above the minimal level required by State law. Additionally, this is an excellent time to seek new perspectives and ideas.

**Legal Requirements:**

- According to the DDA By-Laws and State Law, the Ferndale DDA Board of Directors shall consist of the Chief Executive Officer (Mayor) of the City of Ferndale or his or her designee from the governing body of the municipality and not less than 8 or more than 12 members. Currently we are operating at the minimum level of membership with 8 members in addition to Mayor Piana. Recruiting additional members would allow flexibility for operations to continue if a member needs to step down or their term ends without a replacement identified at that time.
- The DDA Board of Directors is obligated to have one member who is a resident of Downtown Ferndale now that the district has more than one hundred persons residing within it.
- Current guidance from the By-Laws states that at least a majority of the voting members shall be persons having an interest in property located in Downtown Ferndale. There is no further guidance provided on this matter.

**Recruitment Guidance to Executive Director:**

It is recommended that the DDA Board of Directors discuss what types of business representation they feel is necessary on the board at this time, especially in light of COVID-19 recovery efforts and commitments to policies such as anti-racism. Further it is recommended that a specific target be set of 4 additional members.

The current list of members and their term limits can be found online here:  
<https://www.ferndalemi.gov/resources/boards-and-commissions>

Attached is the DRAFT 2020 Board Matrix. The Executive Director will begin working with each member to correctly fill out this document in October 2020.

**BUDGETARY CONTEXT**

N/A

**CIP#**

**ATTACHMENTS**

[2020 Board Matrix.pdf](#)

[Ferndale DDA By-Laws Update May 2020.pdf](#)

**STRATEGIC PLANNING CONTEXT**

Organizational and Financial Excellence

**RECOMMENDED ACTION**

Authorize Executive Director to Begin Recruitment Process with City of Ferndale for DDA Board of Directors

## Ferndale Downtown Development Authority

# %

Sarah Brown

Pj Jacokes

Chris Johnston

Nathan Martin

Mayor Melanie Piana

Jerome Raska

Blake Scheer

Janice Semma

Jacki Smith

### Service/Tenure on Board

9

Term 1 (1-4 years)

3

33%

x

X

X

X

Term 2 (5-8 years)

5

56%

X

X

X

X

X

Term 3 (9-12 years)

1

11%

X

100%

### Gender

Male

5

56%

x

x

x

x

x

Female

4

44%

x

x

x

x

100%

### Age

<29

0

0%

30+

0

0%

40+

0

0%

50+

0

0%

60+

0

0%

0%

### Race/Ethnic Profile

Asian/Pacific Islander

0

0%

Arab American

0

0%

African American

0

0%

Hispanic

0

0%

Caucasian

0

0%

Other

0

0%

0%

### Property Interest

Live in DDA District (1 minimum)

0

0%

Lives in Ferndale

3

33%

x

x

x

Works in Ferndale

8

89%

x

x

x

x

x

x

x

x

Owns Business in Downtown

6

67%

x

x

x

x

x

x

Owns Commerical Prop.in Downtown

1

11%

x

Owns Business Outside DDA Boundary

1

11%

x

Owns Commerical Prop.in Outside DDA Boundary

1

11%

x

### Skills / Experience in Profession

Management

0

0%

Human Resources

0

0%

Finance

0

0%

Ferndale Downtown Development Authority			Sarah Brown	Pj Jacokes	Chris Johnston	Nathan Martin	Mayor Melanie Piana	Jerome Raska	Blake Scheer	Janice Semma	Jacki Smith
	#	%									
Volunteer Management	0	0%									
Small Business	0	0%									
Corporate	0	0%									
Law / Legal	0	0%									
Public Relations/Marketing	0	0%									
Design & Planning	0	0%									
Real-Estate/Development	0	0%									
Construction	0	0%									
Community Development	0	0%									
Safety	0	0%									
Education	0	0%									
Public Policy	0	0%									
Housing	0	0%									
Transportation	0	0%									
Government	0	0%									
City of Ferndale	0	0%									

Affiliations (Boards & Networks)

<i>Ferndale Chamber</i>	0	0%									
<i>Ferndale Library</i>	0	0%									
<i>Ferndale School District</i>	0	0%									
<i>Small Business</i>	0	0%									
<i>Banks</i>	0	0%									
<i>Educational Institutions</i>	0	0%									
<i>Foundations</i>	0	0%									
<i>Non-Profit Sector</i>	0	0%									
<i>Public Utilities</i>	0	0%									
<i>Community Organizations</i>	0	0%									
<i>Government</i>	0	0%									

Business Category

Art & Photograpy	0	0%									
Automotive	0	0%									
Community/Civic Organizations	0	0%									
Dining & Entertainment	0	0%									
Fashion	0	0%									
Financial	0	0%									
Grocery	0	0%									
Health & Fitness	0	0%									
Home	0	0%									

Ferndale Downtown Development Authority			Sarah Brown	Pj Jacokes	Chris Johnston	Nathan Martin	Mayor Melanie Piana	Jerome Raska	Blake Scheer	Janice Semma	Jacki Smith
	#	%									
Media	0	0%									
Personal Care	0	0%									
Professional Services	0	0%									
Services	0	0%									
Specialty	0	0%									
N/A	0	0%									
			0%								

Area

TIF - W. 9 Mile	0	0%									
TIF - E. 9 Mile	0	0%									
TIF - Woodward (W)	0	0%									
TIF - Woodward (E)	0	0%									
W. Troy	0	0%									
Vester	0	0%									
Non-TIF - W. 9 Mile	0	0%									
Non-TIF- E. 9 Mile	0	0%									
Non-TIF - Woodward (W)	0	0%									
Non-TIF - Woodward (E)	0	0%									
N/A	0	0%									
			0%								

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

**Adopted by the Ferndale DDA: June 11, 2002**

**Adopted by the City of Ferndale: June 24, 2002**

Amended and adopted by DDA on June 9, 2016; adopted by City of Ferndale June 27, 2016

Amended and adopted by DDA on May 14, 2020; adopted by the City of Ferndale \_\_\_\_, 2020

**Article I: Purpose**

Section I – Statement of Purpose and Mission

**A. Mission Statement:**

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

Also, the purpose of the Ferndale Downtown Development Authority is to act in accordance with Act 57 of the Public Acts of 2018, as such statute may from time to time be amended; including particularly to correct and prevent deterioration in the downtown district; to encourage historical preservation; to create and implement development plans in the district; to promote the economic growth of the district; and to encourage the expansion of commercial enterprises in the downtown district. The Ferndale DDA supplies the funding and the public and private sector leadership to provide for the future success and viability of the Ferndale DDA district.

**B.** The Ferndale DDA shall have the powers to exercise all powers provided by Act 57 of the Public Acts of 2018.

**C. Goals:**

1. Improve communication and processes between city and businesses;
2. Increase awareness of Downtown Ferndale;
3. Create a business base that will support and complement one another;
4. Increase foot traffic and business sales in Downtown Ferndale;
5. Improve the physical and visual appearance of Downtown Ferndale;
6. Improve the efficiency and effectiveness of the operating board, staff and volunteers;
7. To nurture community pride in and support of Downtown Ferndale;
8. To promote Downtown Ferndale through marketing, public relations and communications strategies;
9. To establish a coordinated effort among various organizations and agencies to support the revitalization of Downtown Ferndale;
10. To promote economic growth and increase property values in Downtown Ferndale and to eliminate the causes of deterioration;
11. To enhance the image of Downtown Ferndale;
12. To expand and diversify the retail mix in Downtown Ferndale
13. To strengthen residential development and renovation;
14. To maintain and increase private sector investment and expansion;
15. To encourage business excellence and quality in merchandise, services and building appearance;
16. To create a business district that is unique, diverse, friendly, comfortable, active, urban, cutting edge, accessible, creative, and cultural;

**D.** Goals will be achieved through developing plans and focusing on projects as defined within those plans.

## **Article II: Offices**

### **Section I – Offices:**

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

## **Article III: Board of Directors**

### **Section I – General Powers:**

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

### **Section II – Number, Tenure, and Qualifications:**

The Ferndale DDA Board of Directors shall consist of the Chief Executive Officer of the City of Ferndale or his or her designee from the governing body of the municipality and not less than 8 or more than 12 members as determined by the governing body of the municipality. The voting members shall be appointed for a term of four years, except that of the members first appointed and shall include an equal number of Board of Directors appointed for one year, an equal number for two years, an equal number for three years, and an equal number for four years. At least a majority of the voting members shall be persons having an interest in property located in Downtown Ferndale. At least one of the voting members shall be a resident of Downtown Ferndale, if the district has one hundred or more persons residing within it. A member shall hold office until the member's successor is appointed and assumes the office. Thereafter, each member shall serve for a term of four years, with a limit of two consecutive terms. Upon serving two consecutive terms a member can be eligible for appointment again only after a period of four years

### **Section III – Selection of Board Members:**

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

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

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

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

### **Section V – Removal:**

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



Section VI – Disclosure of Interests:

A Board Member who has a direct interest in any matter before the Ferndale DDA Board of Directors shall disclose his interest prior to the Ferndale DDA Board of Directors taking any action with respect to the matter, which disclosure shall become a part of the record of the Ferndale DDA Board of Directors' official proceedings. The Board Member shall not vote on the matter.

Section VII – Strategic Planning Meetings:

A Strategic Planning Meeting of the Ferndale DDA Board of Directors shall be held as needed (the frequency will depend on the needs of the organization at the time) for the purpose of strategic planning, assessment of goals and accomplishments as established at the previous Strategic Planning Meeting(s), and for the transaction of such other business as may come before the meeting.

Section VIII – Regular Meetings:

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

Section IX – Special Meetings:

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

Section X – Notice of Meetings:

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

Section XI – Quorum and Voting:

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

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

Section XII – Public Meetings:

The meetings of the Board shall be public.

Section XIII – Compensation of Members:

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

Section XIV – Minutes of all Meetings:

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

**Article IV: Officers and The Executive Board**

Section I – Officers:

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

Section II – Election and Term of Office:

Officers of the Ferndale DDA Board of Directors shall be elected biennially by the Board at a regular or special meeting held in the first quarter of the year. If the election of officers shall not be held at such meeting, such election shall be held within 90 days of such meeting. Nominations for the Offices of the Ferndale DDA Board of Directors shall be recommended in at least one meeting prior to the meeting in which the nominations will be considered.

Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The same person in the same office may serve a maximum of two consecutive terms. A term of office is two years. No member shall hold more than one office at a time. An officer must be a current voting Board member.

Section III – Removal:

After notice and having been given an opportunity to be heard, the Ferndale DDA Board of Directors may without cause remove any officer elected or appointed by the Ferndale DDA Board of Directors whenever it judges that it is in the best interest of the Ferndale Board of Directors.

Section IV – Vacancies:

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

Section V – Chairperson:

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

#### Section VI – Vice-Chairperson:

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

#### Section VII – Secretary

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

#### Section VIII – Treasurer

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

#### Section IX – Executive Board Members:

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

#### Section X—Executive Board Powers:

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

### **Article V: Employment of Personnel:**

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

#### Section I—The Executive Director Role:

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

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

In the absence of the Executive Director or in the event of his or her inability or refusal to act, the City Manager, or his or her designee, shall carry out the duties and responsibilities of the Executive Director.

#### Section II—Employment Contract & Hiring

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

### **Article VI: Standing Committees**

#### Section I – Standing Committees:

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

#### Section II – Standing Committee Structure:

No fewer than three committee members and no more than eight committee members shall serve on each committee. No more than four Ferndale DDA Board of Directors shall serve on one committee. The DDA Executive Director shall act as a permanent consultant to each committee without needing to be in attendance at all meetings. The committees shall include outside consultants, residents of the city and business people of the DDA district appointed by vote of the Ferndale DDA Board of Directors deemed necessary.

#### Section III – Term of Office:

Each member of the standing committee shall continue as such until his successor is appointed, unless such member resigns, or unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

#### Section IV – Chairperson:

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

#### Section V – Quorum:

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

#### Section VI – Power of Committees:

Standing committees shall determine and schedule their meeting times, dates (minimum of monthly) and locations; consult with outside sources; interface with other city-appointed Boards

and Commissions for an exchange of ideas that would then be presented to the Ferndale DDA Board of Directors prior to any action of the Ferndale DDA Board of Directors.

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

#### Section VII – Duties:

The duties of the committees are to notify the DDA Executive Director and Chairperson of all meeting times, dates and locations; keep written summaries of each meeting to be filed with the Ferndale DDA; keep the DDA Executive Director informed of the events of each meeting by means of the Chairperson if unable to attend; fulfill charges of and answer to the Ferndale DDA Board of Directors; present committee reports at Ferndale DDA Board of Directors meetings as necessary; act in the best interest of the Ferndale DDA at all times.

### **Article VII: Advisory Committees**

#### Section I - Committees of Members:

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

#### Section II – Term of Office:

Each member of a committee shall continue as such until his successor is appointed, unless such member resigns, or unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

#### Section III – Chairperson:

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

#### Section IV – Quorum:

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

## **Article VIII: Contracts, Checks, Deposits and Funds**

### **Section I – Contracts:**

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

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

### **Section II – Checks, Drafts, etc.:**

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

### **Section III – Deposits:**

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

### **Section IV – Gifts:**

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

### **Section V – Budget:**

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

## **Article IX: Books and Records**

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

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

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

#### **Article X: Fiscal Year**

The fiscal year of the Ferndale DDA shall begin on the first day of July and end the last day of June each year.

#### **Article XI: Amendments to Rules**

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

#### **Article XII: Political Campaign Activity**

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

#### **Article XIII: Parliamentary Authority**

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

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