



The City of Ferndale

Agenda

Monthly meeting of the DDA Board of Directors to conduct regular business. Downtown Development Authority Meeting

THURSDAY, NOVEMBER 10, 2022 @ 8:00 AM

City Council Chamber

300 East Nine Mile Road

Ferndale, MI 48220

1. Call to Order & Roll Call

2. Approval of Agenda Vote Format: By Voice

Chair asks those in favor to say, "aye", those opposed to say "no". Any member may ask for a change in the agenda to add or move an item. The entire Board must vote on the change.

3. Community Reports Updates from any community organizations in attendance such as the Ferndale Area District Library, representatives of other Boards and Commissions, etc. (3 minute time limit)

4. Call to Audience Members of the public are invited to speak on any topic. (3 minute time limit)

5. Presentations

5.a [2022 Hallowindow Window Decorating Contest Awards and Trick or Treat Event Summary](#)

5.b [Overview of Winter Advertising/Marketing Campaign](#)

5.c Review of Downtown Snow Removal Policies

6. Consent Agenda Vote Format: By Voice

These items are not discussed in detail, and are voted on as a whole. Any member may ask during Approval of Agenda discussion that an item be moved from Consent to Regular Agenda.

Chair asks those in favor to say, "aye", those opposed to say "no".

6.a [Approval of Minutes from September 8, 2022](#)

7. Regular Agenda Vote Format: By Voice These items are discussed and voted on individually. Chair asks those in favor to say, "aye", those opposed to say "no". Any member may move for a exact count.

7.a [Approval of Interlocal Agreement Between the City of Ferndale and the Downtown Ferndale Development Authority](#)

8. Information Items from Executive Director General updates, dates to remember, and other items from the Executive Director. Any member can request that the Director come prepared to

Speak on a certain topic during this portion of the meeting.

9. Call to Board Members Members are provided an opportunity to share general updates, recovery planning strategy, questions, concerns, etc. Sharing is encouraged!

10. Adjournment



November 10, 2022

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: 2022 Halloween Window Decorating Contest Awards and Trick or Treat Event Summary

SUGGESTED ACTION

None

Agenda Item Category

Strategic Plan Item

Agenda Item Deadline Date

2022-11-07

Item Description

The votes are in, and we're ready to announce the winners of the 2022 Halloween Window Decorating Contest:

1. Margaux & Max
2. Bobcat Bonnie's
3. Treat Dreams

This was also the first year of the DDA leading the downtown Trick or Treat. The turnout was fabulous and we look forward to sharing the details with the DDA Board of Directors.

Item Background

n/a

Item Costs

\$1500 - Candy

\$200 - Print material

\$350 - Facebook/Instagram Advertising

Staff time

GL#

various

CIP#

n/a

Additional Notes

ATTACHMENTS:

[2022 Winter Promo Examples.pdf](#)



fall in love
with ferndale
this winter

you belong here.



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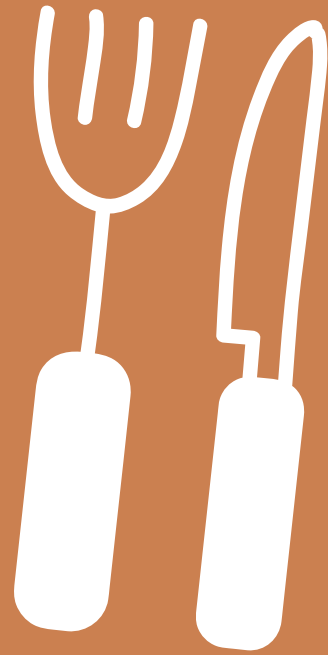


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November 10, 2022

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Overview of Winter Advertising/Marketing Campaign

SUGGESTED ACTION

None

Agenda Item Category

Strategic Plan Item

Agenda Item Deadline Date

2022-11-07

Item Description

Each year since 2020, the Ferndale DDA has generated a marketing/advertising campaign to organize winter shopping and dining promotion. This strategy has helped to create a cohesive style throughout paid and organic outreach on social media, as well as print and radio placements. We will review the design and discuss planned promotions for the winter season.

Item Background

The slogan for this winter's marketing and advertising campaign will be "Fall in Love with Ferndale this Winter. You Belong Here."

The graphic images will allow us to promote businesses, but also mention issues such as mental health and well being. The goal is to create a strong theme of inclusiveness throughout the winter season for people to feel welcome in Downtown Ferndale regardless of background or religious affiliation. Ideally, this theme will also allow the campaign to run seamlessly into January and February which has not been true of the previous two campaigns.

Additional Winter Promotions:

- The Ferndale DDA will be promoting Ferndale Dollars gift cards which have resulted in over \$20k of spending in shops city-wide since it's launch in 2020. DTE Energy has agreed to fund a "buy one get one" promotion that we will launch in early December. Giftcards link - <https://app.yiftee.com/gift->

card/downtown-ferndale-ferndale

- Oakland County will also be doing a contest on Small Business Saturday for people who submit selfies in Oakland County shops and restaurants. The Ferndale DDA is exploring an option to add an additional gift for Ferndale specific selfies.

- Don't forget about Jingle and Mingle on Nov 18-19 being led by Michael Lary, the Ferndale Special Events Director.

<https://downtownferndale.com/events/category/events/>

- Santa Parade on Dec 3 brought to you by Parks & Recreation and Emanuel Johnson.

Item Costs

The annual Winter Holiday Campaign budget is \$10,000. This will be spent on paid advertising both print and online, with a potential campaign with Michigan Public Radio. It will also be used to contribute to the Jingle and Mingle event and Santa Parade supplies. There is a separate \$12,000 advertising line item for the remainder of the year.

It should be noted that there is a separate line item for Social Media Management Services which provides substantial marketing benefits throughout the year, but does not include paid advertisements.

GL#

248-000-885.000 Special programs

CIP#

n/a

Additional Notes

ATTACHMENTS:

[2022 Winter Promo Examples](#)



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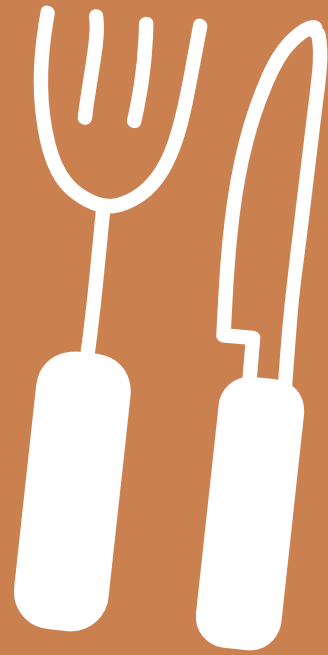


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November 10, 2022

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval of Minutes from September 8, 2022

SUGGESTED ACTION

Approval of Minutes from September 8, 2022

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2022-11-07

Item Description

n/a

Item Background

n/a

Item Costs

n/a

GL#

n/a

CIP#

n/a

Additional Notes

ATTACHMENTS:

[DDA Board Meeting Minutes_September 8, 2022.pdf](#)



Monthly Meeting of the Downtown Development Authority (DDA) Board of Directors
THURSDAY, SEPTEMBER 8, 2022 @ 8:00 AM
Council Chambers
300 E Nine Mile, Ferndale, MI 48220

1. CALL TO ORDER: 8:03 AM

MEMBERS PRESENT: Chair PJ Jacokes, Jerome Raska, Omar George, Treasurer Sarah Brown, and Mayor Melanie Piana

MEMBERS ABSENT: Vice Chair Chris Johnston, Toly Ashkenazi, JeDonna Dinges, Metari Harris

STAFF PRESENT: Lena Stevens, Executive Director; Sommer Realy, Engagement Manager

GUESTS: Jenny Marr, Executive Director of the Ferndale Area District Library; Downtown Resource Officer for Ferndale Police Department

AUDIENCE: N/A

2. APPROVAL OF AGENDA

Moved by Member Raska seconded Member George to approve the agenda.

AYES – Chair PJ Jacokes, Jerome Raska, Omar George, Treasurer Sarah Brown, and Mayor Melanie Piana

NAYS- None

All ayes, motion carries.

3. COMMUNITY REPORTS

Jenny Marr, Executive Director of the Ferndale Area District Library reported the following. Fall mailer should arrive in mailboxes any day, digital version available. September is library card month with Ferndale Public Schools recruitment and outreach. Art reception for Step Samels is on Saturday, September 10 from 2-4 reception this Saturday. Purchasing art for empty walls is a yearlong project supporting local artists and those have been exhibited and other pieces. October – December is the graphic novel book club. Details for all programs and clubs are in the newsletter. A board game club for middle schools and all ages begins soon. Election box upcycling, program to turn them into planters. New parking signs for 30-minute free parking have been installed. New landscaping contract is underway. Rain barrel demo in courtyard with Claire Zero Waste Department, will be coming up soon. Concert series at 630 PM launches next week. Reading with dogs, both for adults and kids is a huge success. Looking forward to the July 31 hybrid music night.

4. CALL TO AUDIENCE: N/A

5. PRESENTATIONS

5.a Woodward Moves Update

Executive director, Lena Stevens reported that the first outreach day took place, volunteers from city staff, board members and DDA staff were paired up and given sections of Woodward to deliver door hangers or postcards. Did not encounter anyone who did not hear about this project yet, except for Taco Bell. Businesses are grateful for the outreach and connection. Will do another outreach day. People are following the QR code and signing up for text messages. Privacy laws create a multiple step process before texts can be sent. Construction schedule: could potentially start in September, more likely October. PreCon meeting scheduled next week with MDOT. Giffles Webster has provided cross sections of the design plan, not a rendering.

MAYOR: states the hearts and minds of both Pleasant Ridge and Ferndale, are partners in this. Executive director, Lena Stevens expressed that the Pleasant Ridge logo appears on current outreach materials. Social media for September, will be Woodward moves 101, informational content. What you need to know. Messaging should create hope and fun educational content.

5.b Overview of Summer 2022 DDA Programming and Upcoming Events

Amazing summer of programming. Nine on Nine concert series wrapped up, performances selected by the vision committee members, wonderful variety, rained out twice. Busking Event in collaboration with FACC and M1 Jazz band on solstice in June, provided strolling all around town to see performances on patios at local businesses. Movies in the Parks went through some changes as the series progressed, change in screen, Treat Dreams, Imperial Tacos offered free scoops and tacos complements of DDA. Reviewing what is best for next year and how to improve. Time of year, type of movie and activities.

New Mural by Joey Salamon, in alley that connects Withington parking lot and West Nine Mile.

Monthly business beat meetup, continues to take place every month at the Library. Will send a list to each member for them to reach out and invite. City Staff is invited to bring information at everyone. Board members can help by inviting others.

Annual mural program, return of Hallowindow and Trick or Treating in downtown.

Changes to winter seasonal festivities are being discussed and what true diversity and inclusion will look like.

JACOKES: expressed, the Led screen is great addition.

GEORGE: expressed, Ribbon cuttings are great, highlighting Star of India owner and the energy he brings to the community.

5.c New Business Report

“You Belong Here” reflects many of reasons why downtown Ferndale and beyond is a destination for all. Diversity, Change, Equality, Inclusivity, Prosperity, Community and History are many reasons why businesses choose to Open in Ferndale.

Super exciting to welcome retailers and personal services on West Troy as part of the Development on Troy (the Dot) along with other businesses around town. Located at The dot: Quix Chocolate is now open with Ribbon Cutting slated for mid-September, Ascension Health Care will begin taking their first patients soon. My Salon Suites is currently being built out to support their services. Should open in the fourth quarter. Right next to the Dot, an appointment only boutique called Golden Another Salon. Mezcal at the corner of Bermuda and East Nine Mile, currently undergoing an expansion into where Cordial Expressions once was. Lunar North located on the East Side of Woodward is a design, animation, and interactive studio. Tigerlily right next to Public House, still has the original mural from Glen Barr in the restroom.

Businesses coming soon: Cupcake House is becoming Bakehouse46, The Living Room Hair Lounge is moving from their upstairs salon to ground level at the Corner of West Troy and Woodward, Olive’s Bloom Box, in process of renovating and moving into where DYE salon used to be, HotHouse Terrarium will be a retail boutique space that sells tropical plants throughout the week. Will be offering some educational classes on a weekly basis, perhaps more or less depending on demand and long with private rentals. Located on the West Side of Woodward right next to Boogie Fever.

Businesses under new ownership: Fly Trap, Star of India, Public House

Businesses who have said goodbye (retired, closed, or moved to a location outside of downtown): Rose Frame Shop has retired after 50 years of servicing the public at their location in downtown Ferndale, VR Zone is no longer at the same location, but still offers online virtually gaming activities, Pearl Vision (Look closely at the posters in windows. Hint, it is not going to be an Arby’s), DYE moved from their location of 10yrs in downtown Ferndale on West Nine Mile of Woodward, next to Rouge Makeup, Foley Mansfield, Cordial Expressions (CBD), Ciasi Salon, Stella Shoes

5.d Discussion Item: Agreement with the City of Ferndale for Property and Services

Facilities task force with the Parks & Recreation staff loss of location in mind are reviewing the usage of all parties and spaces for city staff.

The Ferndale Downtown Development Authority (DDA) currently utilizes property and services from the City of Ferndale to conduct business. Contributions have been made to the General Fund to contribute to the cost of these services, however the process for calculating the fees has lacked definition. The purpose of an annual agreement between both parties is to set clear expectations and ensure that the DDA is properly contributing to the cost of the services it uses. Background, in 2016 the Ferndale Downtown Development Authority (DDA) moved its operations into Ferndale City Hall located at 300 East Nine Mile Road. The space is 425 square feet, which includes an

inner office and storage space. The DDA also uses several shared spaces within the building including City Council Chambers, conference rooms, and the kitchen. From a memo dated 12.7.2015 from former Director Barry Hicks, the DDA agreed to contribute an amount not to exceed \$25,000 for the construction of the space. The DDA also currently makes use of several services provided by the City of Ferndale including but not limited to audit, payroll, account payable services, and technology capabilities including helpdesk support, software licensing, phone, network and internet technology and support. Use of these services has increased in recent years, as the collaborative relationship between the two organizations has become more consistent.

The proposed agreement for council approval, sets a monthly payment of \$4,250, or \$51,000 annually based on a flat fee of \$10 per square foot. This payment will include use of the facilities, services, and utilities. In FY22, the DDA was charged \$16,205 for General Fund Admin Allocation, 248-000-961.101. Funding was also budgeted for audit support in the amount of \$1,200. Agreement with City of Ferndale can be terminated within 30 days of either party. Concerned about transparency on the \$10 sq ft a square foot. Idea is to put into place for quarter 4 of this year and 1-2 quarter next year, then renew every fiscal year.

Executive director, Lena Stevens stated, it is a huge benefit to be within City Hall and over the next few years to continue the collaboration between city and DDA. Assistance from HR and Tech support takes a lot of burden off the staff of two, allowing for focus on the important work. Better reputation as a government entity. The original Main Street Oakland County push to make the DDA more reachable with a standalone brick and mortar, has evolved and changed. Hurdle was the perception and now the public to protect our identity. Benefit to the City of Ferndale as well.

MAYOR: inquired, what was the cost of the store front before the move?

6. CONSENT AGENDA

a. *Approval of Minutes from July 14, 2022*

Moved by Treasurer Sarah Brown seconded Member Raska to approve the Consent Agenda as presented.

AYES – Chair PJ Jacokes, Jerome Raska, Omar George, Treasurer Sarah Brown, and Mayor Melanie Piana

NAYS- None

All ayes, motion carries.

7. Regular Agenda

8. Information Items from Executive Director

Did not get the RAP grant for streetscapes we applied for, will investigate other funding resources.

9. Call to Board Members & Other Business *Members are provided an opportunity to share general updates, recovery planning strategy, questions, concerns, etc.:*

BOARD MEMBERS: thanked, DRO Roth.

RASKA: mentioned that Blumz is in the Meadowbrook Hall Art in the Elements event.

This year's theme is artist's, Blumz selected Georgia O'Keefe. Event proceeds go to Great Lakes Floral Associate and Meadowbrook Hall.

10. ADJOURNMENT

Motion by Member Raska seconded Treasurer Sarah Brown to adjourn the meeting at 8:54 AM

AYES – Chair PJ Jacokes, Jerome Raska, Omar George, Treasurer Sarah Brown, and Mayor Melanie Piana

NAYS – None

All ayes, motion carries.



November 10, 2022

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval of Interlocal Agreement Between the City of Ferndale and the Downtown Ferndale Development Authority

SUGGESTED ACTION

Approval of Interlocal Agreement Between the City of Ferndale and the Downtown Ferndale Development Authority, as submitted by the DDA Executive Director

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2022-11-07

Item Description

The City of Ferndale provides several services as well as leased space in City Hall to the Downtown Ferndale Development Authority (DDA). The City Manager and DDA Director sought to document the terms of shared services such as information technology support, financial services, and building cost shares. The costs for these services will be captured through a building lease rate for the space utilized by the DDA within City Hall. The DDA's office is located in the lower level of City Hall, located at 300 E. 9 Mile Rd.

Item Background

In 2017, the DDA moved into a vacant office space in City Hall. Relationships and coordination between each organization has benefited from the close proximity. Since the move, the DDA has paid for various shared financial services via yearend accounting transfers and have utilized their own technology services. An agreement will better formalize the value of services shared between the two entities.

This agreement reflects the request from the DDA Board of Directors Secretary Sarah Brown that the contract include finer detail about the financial terms.

Item Costs

A full breakdown of the annual cost can be seen in the attached document.

Each quarter, the DDA shall pay to Ferndale the amount \$7,700 dollars which amount represents a monthly amount of \$2,567 dollars and an annual amount of \$30,800 dollars for the use of both the Property and Services. This agreement will be retroactive to October 1, 2022.

GL#

248-000-961.101 General Fund Admin Allocation. Current budget is \$16,000. This will be corrected in the mid-year budget adjustment process.

CIP#

n/a

Additional Notes

ATTACHMENTS:

[20221019_clean.pdf](#)

**AGREEMENT
BETWEEN THE CITY OF FERNDALE
AND THE FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY**

THIS AGREEMENT is entered into as of _____, 2022, by and between the City of Ferndale, a Michigan municipal corporation ("Ferndale"), and the Ferndale Downtown Development Authority, a downtown development authority authorized by Public Act 57 of 2018 ("DDA") collectively referred to as PARTIES.

RECITALS

- A. The PARTIES are municipal entities duly organized and validly existing under the laws of the State of Michigan and authorized under the Michigan Constitution and the statutes of the State of Michigan.
- B. Ferndale has its principal offices at its property at 300 East Nine Mile Road, Ferndale Michigan 48220 ("Property") and currently has certain excess space at the Property.
- C. Ferndale has certain capabilities including financial services including audit, payroll and account payable services and technology capabilities including helpdesk support, software licensing, phone, network and internet technology and support ("Services") located at the Property.
- D. DDA is interested in using certain space at the Property and utilizing Ferndale's Services in connection with its performance of plans and tasks authorized under Public Act 57 of 2018.
- E. The PARTIES desire to enter into an Agreement for use of the Property and utilization of Services and to define the Parties legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the PARTIES as follows:

1. LICENSE.

a. Ferndale shall license to DDA space within its Property and shall provide Services to DDA. The space to be licensed to DDA shall be approximately 425 square feet and shall be identified on Exhibit A, which shall be attached and incorporated by reference. This licensed space shall not be considered an interest in real estate and shall be subject to Ferndale terminating this license at any time, with or without cause, upon fourteen days written notice.

b. Ferndale agrees to make available to DDA certain Services including audit, payroll and account payable services and technology capabilities including helpdesk support, software licensing, phone, network and internet technology and support which it has available. This obligation shall not require Ferndale to acquire, hire, contract, purchase or lease any additional staff, equipment or software but shall only allow DDA to utilize such Services which Ferndale already has acquired or purchased. DDA shall not have right or claim to any Service which

Ferndale does not possess or utilize. Services shall be selected and provided by Ferndale in its sole discretion.

c. Ferndale agrees to cover cost of utilities for the space as a part of this Agreement.

d. Ferndale agrees to make use of shared spaces such as conference rooms and Council Chambers at the Property in accordance with Ferndale's reservation protocols.

2. TERM.

The term of this Agreement shall be from September 1, 2022 thru June 30, 2023. Upon mutual agreement of the Parties in writing, this Agreement may be extended for additional one-year periods.

3. INVOICES AND PAYMENTS.

a. On the execution of this Agreement and before the first day of each subsequent quarter in which the Property and Services are provided to DDA, DDA shall pay to Ferndale the amount \$7,700 dollars which amount represents a monthly amount of \$2,567 dollars and an annual amount of \$30,800 dollars for the use of both the Property and Services.

b. Building fees are calculated as follows:

Lease rate: \$25 SF/YR

Square footage: 425 SF

- Annual lease fees: \$10,625
- Monthly lease fees: \$885.42

c. Technology fees are calculated as follows:

Percentage of City of Ferndale Technology Provider: 2%

- Annual technology fee: \$7,800
- Monthly technology fee: \$650

d. City service fees are calculated as follows:

BS&A licensing and maintenance fee percentage: 5%

Granicus licensing fee percentage: 5%

Personnel percentage: 3%

- Annual city service fee: \$10,500
- Monthly city service fee: \$1,031

WAIVER.

Ferndale makes no warranties, express or implied, including, without limitation, the condition of the Property or Services. Ferndale shall not be responsible or liable to DDA and DDA waives any claim for any loss, delay, or damage of any kind resulting from defects in the Property or Services.

6. ASSIGNMENT.

The Parties shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement, without the prior written consent of all other Parties.

7. INSURANCE.

The DDA is covered under the City's existing insurance policy administered by the Michigan Municipal Risk Management Association (MMRMA). During the term of this Agreement, each party will keep in force, at its own expense, insurance it determines, in its sole discretion, is appropriate for its operations not covered under the City's insurance policy.

8. INDEMNIFICATION.

Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of use of the Property or Services. No other rights of indemnity or contribution shall exist between the parties in law or equity.

9. NOTICES.

All written notices under this Agreement shall be mailed to the addresses indicated below:

To City of Ferndale:	Joseph Gacioch, City Manager 300 E. Nine Mile Road Ferndale, Michigan 48220
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To Ferndale Downtown Development Authority:	Lena Stevens Downtown Development Authority Executive Director 300 E. Nine Mile Road Ferndale, Michigan 48220
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10. TERMINATION.

Any Party may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Parties.

11. MISCELLANEOUS.

a. Compliance with Law. The Parties shall comply with all laws, state or federal and all ordinances, rules and regulations.

b. Governing Law. The laws of the state of Michigan shall govern this Agreement. In the event any legal action is commenced regarding this Agreement, venue shall be in Oakland County.

c. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing party shall be awarded attorneys' fees and costs incurred by such party in the action.

d. Entire Agreement. This document comprises the entire and integrated agreement of the parties concerning the lease of the Property and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this document shall be effective only if in writing and signed by all parties.

e. Severability. If any term, provision, covenant or condition of this Agreement is held by a court to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

City of Ferndale

By: _____
Title: _____

Ferndale Downtown Development Authority

By: _____
Title: _____