



The City of Ferndale

Agenda

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

THURSDAY, MAY 11, 2023 @ 8:00 AM

Ferndale City Hall

City Council Chamber

300 East Nine Mile Road

Ferndale, MI 48220

-
1. **Call to Order & Roll Call**
 2. **Approval of Agenda** 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 Discussion of lease of property at Bermuda & East 9 Mile Road for use as a "Pop Up Park"
 6. **Consent Agenda** 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 FY23 4th Quarter Budget Amendment to Capital Outlay](#)
 - 6.b [Approval to purchase 13 Parc Vue benches in the amount of \\$24,196.92](#)
 - 6.c [Approval to purchase 40 bike racks in the amount of \\$14,362.68](#)
 - 6.d [Approval to purchase 10 self watering planters in the amount of \\$6,261.00](#)
 - 6.e [Approval of Contract for Social Media Services from Sadie Quagliotto for FY24 in the amount of \\$36,300](#)
 - 6.f [Approval of Interlocal Agreement Between the City of Ferndale and the Downtown Ferndale Development Authority for FY24 in the amount of \\$30,800](#)
 - 6.g [Approve Minutes from April Meeting](#)

7. **Regular Agenda** 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 for Contract Extension for Landscaping and Maintenance Services in Downtown Ferndale with the City of Ferndale, through its Department of Public Works in an amount not to exceed \\$188,948.00](#)
 - 7.b [Approval of Transition Plan for DDA Executive Director Lena Stevens](#)
8. **Call to Board Members** Members are provided an opportunity to share general updates, questions, concerns, etc.
9. **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.a Update on the Downtown Ferndale Mural Program Selection Timeline
 - 9.b Update on Nine on Nine Concert Series Application
 - 9.c Update on Spring Fever, Plant and Flower Market Event
 - 9.d Update on Ferndale Social District Cup Distribution Strategy
10. **Adjournment**



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval of FY23 4th Quarter Budget Amendment to Capital Outlay

SUGGESTED ACTION

Approval of 4th Quarter Budget Amendment for Capital Outlay to \$110,000 from \$62,000, as recommended by the Executive Director

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-05

Item Description

The City of Ferndale and the Ferndale DDA will submit 4th Quarter Budget Amendments to Ferndale City Council in late June 2023. The purpose of the budget amendment process is to modify the adopted budget numbers based on actual year-to-date activity, changes in revenue, updated expense assumptions, and/or changes in policy intentions,

Item Background

The Ferndale Finance Department has formalized a quarterly review process to engage all city departments and the DDA in the review of their respective budgets. Directors review budget activity and submit budget amendments during several points throughout the fiscal year, which are recorded with City Council. Efficient and effective budget management is an important metric of organizational resilience. This process is ongoing and in direct response to recommendations received as part of the City's annual audit.

While there may be additional 4th Quarter Budget Amendments to the DDA Budget, this individual item is being handled separately in light of the proposed capital purchases included in this agenda and the pending staff changes within the organization. It's important to capture these recommendations to ensure that the intention of the Board of Directors is clearly documented related to deviations from the currently approved budget.

Item Costs

The current FY23 budget for Capital Outlay, 248-000-977.000 is currently set at \$62,000. This request will increase that budget to \$110,000. Fund balance is available to cover this amendment and the FY24 budget can be reduced proportionately if necessary. Ordering the recommended capital items now ensures that they are available for use during most of the summer months as opposed to purchasing items in phases.

Please see the attached Revenue and Expenditure Report to see current spend activity for FY23. The DDA Fund Balance currently stands at around \$750,000 in available cash funds. \$450,000 of that balance has been committed to West Nine Mile Streetscapes, which leaves plenty of additional funding for capital purchases and additional capital projects while still maintaining a reserve equating to 15% of typical annual operations, or about \$100,000.

GL#

248-000-977.000

CIP#

n/a

Additional Notes

ATTACHMENTS:

[DDA Revenue and Expenditure Report May 2023.pdf](#)

User: lstevens

DB: Ferndale

PERIOD ENDING 05/31/2023

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2023 (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 248 - Downtown Development Authority						
Revenues						
Dept 000 - General						
248-000-402.000	Property taxes	578,755.00	503,608.40	0.00	75,146.60	87.02
248-000-402.001	Property Taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-402.005	Property Taxes - Loss in Change of PPT	0.00	0.00	0.00	0.00	0.00
248-000-402.200	Reimbursement for PPT Loss	0.00	0.00	0.00	0.00	0.00
248-000-403.100	Property Tax Chargebacks	0.00	1,359.50	0.00	(1,359.50)	100.00
248-000-404.000	Voted Property taxes	86,700.00	79,413.69	0.00	7,286.31	91.60
248-000-404.001	Voted Property taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-523.000	Federal grant	0.00	0.00	0.00	0.00	0.00
248-000-545.000	State grant	0.00	15,300.00	0.00	(15,300.00)	100.00
248-000-550.010	State PPT Loss Reimbursement	0.00	0.00	0.00	0.00	0.00
248-000-582.000	Local grants	12,500.00	(5,000.00)	0.00	17,500.00	(40.00)
248-000-610.000	Participation fees	0.00	0.00	0.00	0.00	0.00
248-000-665.000	Interest income	0.00	0.00	0.00	0.00	0.00
248-000-675.000	Contributions	20,000.00	2,980.00	0.00	17,020.00	14.90
248-000-675.248	Proceeds- DDA Special Events	0.00	0.00	0.00	0.00	0.00
248-000-675.500	Contributions - DDA - Public Art	0.00	0.00	0.00	0.00	0.00
248-000-676.101	General Fund contrb.	0.00	0.00	0.00	0.00	0.00
248-000-695.000	Miscellaneous income	0.00	0.00	0.00	0.00	0.00
248-000-698.000	Net unrealized gains	0.00	0.00	0.00	0.00	0.00
248-000-699.661	Transfer In from Motor Pool	0.00	0.00	0.00	0.00	0.00
248-000-699.677	Transfer In from HR Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - General		697,955.00	597,661.59	0.00	100,293.41	85.63
TOTAL REVENUES		697,955.00	597,661.59	0.00	100,293.41	85.63
Expenditures						
Dept 000 - General						
248-000-706.000	Full Time Personnel	135,263.00	112,883.71	5,142.42	22,379.29	83.45
248-000-707.000	Part-Time Personnel	5,000.00	0.00	0.00	5,000.00	0.00
248-000-709.000	Overtime	0.00	0.00	0.00	0.00	0.00
248-000-714.000	Holiday Pay	0.00	0.00	0.00	0.00	0.00
248-000-714.100	Sick Pay - Annual	0.00	0.00	0.00	0.00	0.00
248-000-715.000	Social Security	10,534.00	8,866.50	392.24	1,667.50	84.17
248-000-716.000	Health - premiums	0.00	0.00	0.00	0.00	0.00
248-000-716.100	Health Insurance	6,728.00	0.00	0.00	6,728.00	0.00
248-000-716.110	Health Insurance - EE Contribution	(360.00)	(315.00)	(15.00)	(45.00)	87.50
248-000-716.115	Health Insurance - Retiree	0.00	0.00	0.00	0.00	0.00
248-000-716.150	Health Insurance Waiver	4,000.00	3,333.30	0.00	666.70	83.33
248-000-716.736	Health - OPEB Funding	0.00	0.00	0.00	0.00	0.00
248-000-716.999	Health Care Clearing	0.00	0.00	0.00	0.00	0.00
248-000-717.000	Life Insurance - EE	269.00	246.40	22.40	22.60	91.60
248-000-718.000	Pension- ICMA-RC 401	9,359.00	7,901.88	359.97	1,457.12	84.43
248-000-719.000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
248-000-721.000	Longevity	0.00	0.00	0.00	0.00	0.00
248-000-725.000	Workers Compensation	866.00	0.00	0.00	866.00	0.00
248-000-730.000	Postage, Mail processing	500.00	0.00	0.00	500.00	0.00
248-000-740.000	Operating Supplies	5,500.00	3,017.25	0.00	2,482.75	54.86
248-000-740.248	Operating - DDA Special Projects	0.00	0.00	0.00	0.00	0.00
248-000-747.000	Grant Activity	0.00	0.00	0.00	0.00	0.00
248-000-752.000	Motor Fuel / Lubricants	0.00	0.00	0.00	0.00	0.00
248-000-775.000	Repair & Maintenance	1,000.00	0.00	0.00	1,000.00	0.00
248-000-802.000	Audit/Actuarial Fees	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 248 - Downtown Development Authority								
Expenditures								
248-000-818.000	Contractual Services	112,055.00	102,522.05		0.00	9,532.95	91.49	
248-000-818.600	Contractual Services - Special	0.00	0.00		0.00	0.00	0.00	
248-000-853.000	Phone/Communications	800.00	0.00		0.00	800.00	0.00	
248-000-853.116	Telecom - Cell Phone EE Reimb.	1,650.00	0.00		0.00	1,650.00	0.00	
248-000-873.000	Training/Education	11,000.00	3,794.33		0.00	7,205.67	34.49	
248-000-885.000	Special programs	27,500.00	9,573.19		0.00	17,926.81	34.81	
248-000-885.500	Special Programs- Public Art	10,000.00	0.00		0.00	10,000.00	0.00	
248-000-900.000	Printing & Publishing	20,600.00	13,663.88		0.00	6,936.12	66.33	
248-000-914.000	Liability Insurance	1,800.00	1,800.00		0.00	0.00	100.00	
248-000-920.000	Utilities	7,000.00	5,121.12		0.00	1,878.88	73.16	
248-000-931.000	Facilities Maintenance	255,440.00	12,233.78		0.00	243,206.22	4.79	
248-000-931.441	Facilities Maintenance - DPW	0.00	0.00		0.00	0.00	0.00	
248-000-940.200	Equipment Leases - Non-City owned	0.00	0.00		0.00	0.00	0.00	
248-000-942.000	Building Rental	1,500.00	0.00		0.00	1,500.00	0.00	
248-000-943.000	Equip Rental Alloc - General Fund	600.00	0.00		0.00	600.00	0.00	
248-000-956.000	Miscellaneous	0.00	3,786.29		0.00	(3,786.29)	100.00	
248-000-958.000	Memberships & Dues	1,500.00	725.00		0.00	775.00	48.33	
248-000-961.101	General Fund Admin Allocation	23,100.00	0.00		0.00	23,100.00	0.00	
248-000-965.101	Contrb To General Fund	75,000.00	0.00		0.00	75,000.00	0.00	
248-000-965.585	Contrb to Auto Parking	55,000.00	0.00		0.00	55,000.00	0.00	
248-000-968.000	Depreciation Expense	0.00	0.00		0.00	0.00	0.00	
248-000-970.000	Bad Debt	0.00	0.00		0.00	0.00	0.00	
248-000-974.000	Public Improvements	0.00	0.00		0.00	0.00	0.00	
248-000-977.000	Capital Outlay	62,000.00	323.95		0.00	61,676.05	0.52	
248-000-977.115	Printing and Scanning Devices	0.00	0.00		0.00	0.00	0.00	
248-000-996.000	Interest Expense	0.00	0.00		0.00	0.00	0.00	
Total Dept 000 - General		845,204.00	289,477.63	5,902.03		555,726.37	34.25	
TOTAL EXPENDITURES		845,204.00	289,477.63	5,902.03		555,726.37	34.25	
Fund 248 - Downtown Development Authority:								
TOTAL REVENUES		697,955.00	597,661.59	0.00		100,293.41	85.63	
TOTAL EXPENDITURES		845,204.00	289,477.63	5,902.03		555,726.37	34.25	
NET OF REVENUES & EXPENDITURES		(147,249.00)	308,183.96	(5,902.03)		(455,432.96)	209.29	
TOTAL REVENUES - ALL FUNDS		697,955.00	597,661.59	0.00		100,293.41	85.63	
TOTAL EXPENDITURES - ALL FUNDS		845,204.00	289,477.63	5,902.03		555,726.37	34.25	
NET OF REVENUES & EXPENDITURES		(147,249.00)	308,183.96	(5,902.03)		(455,432.96)	209.29	



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval to purchase 13 Parc Vue benches in the amount of \$24,196.92

SUGGESTED ACTION

Approve the purchase 13 Parc Vue benches in the amount of \$24,196.92, the expense to be charged to Capital Outlay, Account Number 248-000-977.000 as submitted by DDA Executive Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-05

Item Description

This is a request to purchase 13 Parc Vue benches in the color Onyx to continue the replacement of older and mismatched benches throughout Downtown Ferndale.

Item Background

Beginning in 2020, the Ferndale DDA began efforts to modernize and streamline the aesthetic of downtown street furniture. This bench was selected as it is being used in park improvement projects and will create a similar look throughout the entire community.

Item Costs

The total cost of 13 Parc Vue benches and shipping/handling is \$24,196.92.

GL#

DDA Capital Outlay, Account Number 248-000-977.000

CIP#

n/a

Additional Notes

ATTACHMENTS:

Quote

Date: 04/28/2023

LF Quote#: 0000384048

PO#:

Project: City of Ferndale - Benches 2023

Bill To: City of Ferndale - Department of Public Works
ATTN: Accounts Payable
521 East Cambourne Street
Ferndale, MI 48220

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: City of Ferndale - Department of Public Works
ATTN: Roger Long
521 East Cambourne Street
Ferndale, MI 48220

Ship To Contact Phone: 248-546-2365

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____ Ship immediately upon completion

OR Ship On/After the date: _____

13	Parc Vue Bench	\$ 1,722.84	\$ 22,396.92
	Length: 72" length		
	Style: Backed		
	Mounting: Surface Mount		
	Arm Divider Option: End Arms		
	Powdercoat Color: Designer Palette - Architectural Series		
	Designer Palette: Architectural Series: Onyx		

Item Total	\$ 22,396.92
Shipping & Handling	\$ 1,800.00
Sub Total	\$ 24,196.92
Estimated Tax	\$ 0.00
Document Total	\$ 24,196.92

Payment Terms: Pending-Net30

Page: 1 of 3

Cust #: 8EZIM
SSR: Zachary Filipputti
Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/28/2023

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ATTN: Roger Long
521 East Cambourne Street
Ferndale, MI 48220

Ship To Contact Phone: 248-546-2365

Ship Via: Common Carrier

F.O.B.: Destination

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

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Cust #: 8EZIM
SSR: Zachary Filippetti
Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/28/2023

LF Quote#: 0000384048

PO#:

Project: City of Ferndale - Benches 2023

Bill To: City of Ferndale - Department of Public Works
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521 East Cambourne Street
Ferndale, MI 48220

Ship To Contact Phone: 248-546-2365

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 3 of 3

Cust #: 8EZIM
SSR: Zachary Filippetti
Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval to purchase 40 bike racks in the amount of \$14,362.68

SUGGESTED ACTION

Approve the purchase 40 bike racks in the amount of \$14,362.68, the expense to be charged to Capital Outlay, Account Number 248-000-977.000 as submitted by DDA Executive Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-05

Item Description

This is a request to purchase 40 bike racks in the color Charcoal to continue the replacement of older and mismatched bike racks throughout Downtown Ferndale.

Item Background

Beginning in 2020, the Ferndale DDA began efforts to modernize that streamline the aesthetic of downtown street furniture. This bike rack was selected with input from the Community and Economic Development Department, based on common standards in the industry.

Item Costs

The cost for 40 bike racks is \$13,800.00. With shipping costs of \$564.90, the total quote is \$14,362.68.

GL#

DDA Capital Outlay, Account Number 248-000-977.000

CIP#

n/a

Additional Notes

ATTACHMENTS:

[Anova Bike Racks Quote](#)



Company Address 1424 Talmage Avenue
St. Louis, Missouri 63110
US


Created Date 5/4/2023
Expiration Date 5/27/2023
Quote Number SFQ-00064881

Prepared By Lauren Wilson
Email lauren.wilson@anovafurnishings.com

Contact Name Sommer Realy
Phone 248-546-1632 📞
Email sommer@downtownferndale.com

Bill To Name CITY OF FERNDALE
Bill To 521 E CAMBOURNE ST
FERNDALE, Michigan 48220-1313
US

Ship To Name CITY OF FERNDALE
Ship To 521 E CAMBOURNE ST
FERNDALE, Michigan 48220-1313
US

Product Image	Item	Description	List Price	Sales Price	Discount %	Quantity	Total Price
 Not actual colors	CIRCLEBR	Circle Powder Coated Bike Rack, Surface Mount COLOR: TBD	\$375.00	\$345.00	8.00	40.00	\$13,800.00

Total List Price	\$15,000.00
Summary	
Product Discount	8.00%
Total Price	\$13,800.00
Shipping and Handling	\$562.68
Subtotal before tax	\$14,362.68
Tax	\$0.00
Total	\$14,362.68

Terms and Conditions:

Lead times are an estimate and will be confirmed at time of order. Orders may be expedited upon request but will be assessed a 25% expedite fee. Expedited lead time will need to be confirmed prior to an order being placed.

Product prices are valid until the expiration date. Orders may be placed up to 90 days in advance.

Sales tax may change at time of invoice due to changes in state, county, or local sales tax rates or laws. Any sales tax exemption certificate must be on file and approved by Anova prior to shipment or sales tax will be charged.

Products are made to order. Order cancelations requested 2-4 weeks before ship date will incur a 50% charge on the product only. Order cancelations will not be accepted 2 weeks prior to ship date. Custom

Initials _____



orders cannot be cancelled.

Orders placed on account are subject to credit approval and may require a deposit. Payment terms are net 30 with interest at 2% per month from date of invoice if not paid in full within terms.

Some assembly may be required. Reference assembly instructions for assembly and maintenance information. Installation not included. Products must be assembled to manufacturer's specifications.

For custom orders, upon receipt of a PO or signed quote, client will be responsible for shop drawing fees, if incurred, regardless of if order is cancelled.

Shipping & Additional Information. *Indicates Required Field for Order Placement

PO Number: NONE Add: _____

If applicable. This is referenced on all order & shipment information provided. NONE indicates no PO number.

*Call Ahead Shipping Contact: The carrier will call this person 24 hours prior to delivery to schedule and confirm delivery time.

Name: Roger Long

Call Before Number (248) 546-2365 📞

*Lift Gate: If you do not have a dock or forklift available to accept delivery this must be selected

Liftgate ☒

Shipping Options: If left blank or not otherwise communicated, standard lead time will be selected.

☐ Standard Lead Time. Will ship within communicated standard lead time.

☐ I can accept delivery earlier than standard lead time, if available (this is not expediting)

☐ Ship on certain date beyond the standard lead time. Note: this is the date of shipment, not delivery. Some restrictions apply.

Date Requested:

Products may ship from more than one location, resulting in multiple shipments.

Shipping Option: Standard Lead Time

Billing Information: Billing Address above must be correct. If not specified, we will mail invoices to the listed address at the time of shipment.

Invoice Email: NONE Add Email: _____

*Verify Colors: Colors above must be selected with each corresponding product.

The colors above are correct: Initials: _____

Accept and Place Order:

By signing I agree to all the terms and conditions above and am authorizing Anova to convert this quote to an order as described.
Please initial each page as well

Signature _____

Date _____

Printed Name _____

Initials _____



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval to purchase 10 self watering planters in the amount of \$6,261.00

SUGGESTED ACTION

Approval to purchase 10 self watering planters in the amount of \$6,261.00, the expense to be charged to Capital Outlay, Account Number 248-000-977.000 as submitted by DDA Executive Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-05

Item Description

This is a request to purchase X self watering planters in the color Milstone to continue the replacement of older and mismatched planters throughout Downtown Ferndale.

Item Background

Beginning in 2020, the Ferndale DDA began efforts to modernize and streamline the aesthetic of downtown street furniture. This company was utilized for the replacement of standard hanging flower baskets with self-watering basics. The results have been impressive, and we are excited to pilot these larger containers.

Item Costs

The total cost of 10 self watering planters and shipping/handling is \$6,261.00.

GL#

DDA Capital Outlay, Account Number 248-000-977.000

CIP#

n/a

Additional Notes

ATTACHMENTS:

[Earth Planter Quote.pdf](#)

Lena Stevens

From: Sommer Realy
Sent: Thursday, May 4, 2023 4:24 PM
To: Lena Stevens
Subject: FW: Quote For Your Final Approval: EarthPlanter Quote #(29412) - May 2, 2023

[CLICK HERE TO SIGN UP FOR OUR NEWSLETTER](#)



Sommer Realy (She/Her)
Engagement Manager
Phone 248.546.1632
Web downtownferndale.com
Email sommer@downtownferndale.com



From: EarthPlanter <sales@earthplanter.com>
Sent: Tuesday, May 2, 2023 1:56 PM
To: rbuckley@earthplanter.com; lindsay@earthplanter.com; jburgmaster@earthplanter.com; Sommer Realy <Sommer@downtownferndale.com>
Cc: Robert McKinnon <rmckinnon@ferndalemi.gov>; Roger Long <Rglong@ferndalemi.gov>
Subject: Quote For Your Final Approval: EarthPlanter Quote #(29412) - May 2, 2023




Quote: Review For Your Final
Confirmation #(29412) - May 2, 2023

Your final quote details are below. **Once approved please accept the quote and select your payment method online.** Note: Unless noted otherwise, shipping is to a commercial location with dock and/or forklift service and open delivery hours. Appointments, limited access locations, lift-gate service, and other special requests will incur additional charges. All orders arrive shrink-wrapped on pallets.

Accept Offer and Choose Payment Method

Have questions or need assistance processing your payment? Contact EarthPlanter at sales@earthplanter.com or call [877-815-9276](tel:877-815-9276)

Request #29412

Product	Quantity	Unit Cost	Extended Price
 <p>Urban Vase 41 - Blackstone (#EPMV41-)</p> <ul style="list-style-type: none"> List \$659: 41" Top Diameter x 36" H Water Capacity: 40 Gal 	10	\$569.00	\$5,690.00
Subtotal before Discounts: (subtotal based on List Price)	\$6,590.00		
Discount Applied:	- \$900.00		

Shipping:	\$571.00 via FedEx Freight Economy
Tax:	\$0.00
Total:	\$6,261.00

Note: Manual Enter by Jack. Billing Delivery TBD

Shipping Appointment Phone: 248.546.1632

Proposal Notes:

- **Early Order Quantity Discount Pricing Applied. Extended to 5/12**
- ***Thank You Sommer, Robert, Roger & The Ferndale Community For Your Support!!***
 - *Lifetime Planter Warranty*
 - *100% Made In The USA (Auburn NY)*
 - *All colors, including Stone-Effect, No Extra Charge.*

MODEL	LIST PRICE	STANDARD DISC (MIN 12)	No Min	Min 12 *Approved For 10
Urban Vase 41	\$659	\$584	\$584	\$569
Urban Vase 31	\$479	\$395	\$395	\$379

- **Ship FedEx Freight Economy. Commercial Delivery Address Required.**
 - *Forklift and/or Loading Dock required for unloading to avoid additional FedEx fees. Liftgate Service Available (\$179)*
 - *Total Pallets: (3)*
 - *Shipping Quote Valid for 30 Days*

- **Payment: Credit Card, Checks, OR PO's Accepted with Credit Approval - Terms NET 30 Days.**

Shipping Notes:

Total Pallets: 3

Emails being CC'ed: rmckinnon@ferndalemi.gov, Rglong@ferndalemi.gov

Billing address

Shipping address

*Sommer Realy
Downtown Ferndale
300 East Nine Mile Road
Ferndale, MI 48220
248.546.1632
sommer@downtownferndale.com*

*Sommer Realy
Downtown Ferndale
300 East Nine Mile Road
Ferndale, MI 48220*

Thank You for this opportunity and your support of EarthPlanter.

Business Hours: M-Thursday 8-5:00, Friday 8-3:30 EST.

Quote requests received over the weekend will be processed on Monday.



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval of Contract for Social Media Services from Sadie Quagliotto for FY24 in the amount of \$36,300

SUGGESTED ACTION

Authorize the Executive Director to authorize a Contract for Social Media Services from Sadie Quagliotto for FY24 in the amount of \$36,300, the expense to be charged to the Contractual Services Account Number 248-000-818.000, as recommended by the Executive Director

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-11

Item Description

This is a request to approve of Contract for Social Media Services from Sadie Quagliotto for FY24. Sadie has served as the Ferndale DDA Social Media Manager since the Summer of 2020 and has achieved incredible results. She remains proactive and dedicated to collaboration with DDA staff, businesses, and event coordinators.

Item Background

Sadie Quagliotto has been interviewed by the DDA Executive Director prior to the COVID-19 pandemic. When the pandemic shutdowns began, it was clear that social media was going to immediately become a vital component of how businesses and the Ferndale DDA communicated with visitors and patrons. Sadie was hired in the Summer of 2020 and has increased content production exponentially, implementing new features continuously and most recently launching a TikTok account for Downtown Ferndale.

This contract will extend for the full 2024 fiscal year, from July 1, 2023 through June 30, 2024.

A detailed scope of services is included in the contract, outlining the number of posts and stories to be created each week for Facebook, Instagram, and TikTok.

Item Costs

Monthly costs for this contract are \$3025, which equates to \$36,300 annually. This expense was included in the approved FY24 budget adopted by the Ferndale DDA and Ferndale City Council.

GL#

Contractual Services, 248-000-818.000

CIP#

n/a

Additional Notes**ATTACHMENTS:**

[DDA Social Media Management Contract FY24.pdf](#)

Social Media Services Contract for the Ferndale Downtown Development Authority:

This contract (the "Contract") is made and entered into as of July 1, 2023 (the "Effective Date"), by and between Sadie Quagliotto Social Media Services (the "Service Provider") and the City of Ferndale Downtown Development Authority (the "DDA").

1. **Scope of Services.** The Service Provider agrees to provide social media content creation and management services for Downtown Ferndale. This will include Facebook, Instagram, and TikTok. Sadie Quagliotto Social Media Services will post 6/7 times a week on Facebook and Instagram and will create 2 original pieces of content for TikTok a week as well as reshare 2 to 4 pieces of content on TikTok. She will also create stories for Instagram/Facebook 5/6 days a week. The content that she creates for TikTok will be reshared on Instagram with the correct tags/different voice edits, etc., for the best reach on that platform. If Tiktok is legally banned in the United States, Sadie will then create the two new pieces of content for Instagram only and will mix this with reshared and original content that she is using on that platform. Sadie will visit downtown Ferndale as needed (approx. 1/2 times a month) to create this content. She will also source and repost/reuse User-Generated Content to help showcase all the sides of Downtown Ferndale. She will also manage all three channels and answer comments on an as-needed basis. She will follow downtown Ferndale's policies on content mediation when appropriate.
2. **Termination.** Sadie will have the ability to terminate this contract with 2 weeks' notice at any time. The DDA can terminate this contract by paying out the remainder of the months left on the contract.
3. **Payment Terms.** The monthly payment for this contract is \$3000 per month and it must be paid within 7 days of the 1st of each month. If it is not paid, there is a 15% fee for each week payment is late, and services will cease after 7 days and restart when the payment is received. Sadie will also use Later (a scheduling platform) to post so the DDA can review content in advance. This is a \$25 dollar fee a month that will be billed to DDA each month, making the monthly total \$3025.
4. **Content Review.** The DDA can send content and requests to Sadie Quagliotto Social Media Services and expect that these requests will be handled in 72 hours or sooner.
5. **Goals.** The goal of this contract will be to promote Downtown Ferndale in a positive light and to bring more business/new attention to downtown Ferndale as well as to inform the local community of events happening and new ways to enjoy the city of Ferndale.
6. **Term.** This contract will be for 1 year, starting on July 1, 2023, and ending on June 30, 2024.
7. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations, understandings or agreements. Any modification of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

The Service Provider:

Name: Sadie Quagliotto Social Media Services

Signature:

Date:

Ferndale Downtown Development Authority:

Name: Lena Stevens,

Role: Executive Director

Signature:

Date:



May 11, 2023

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 for FY24 in the amount of \$30,800

SUGGESTED ACTION

Approval of Interlocal Agreement Between the City of Ferndale and the Downtown Ferndale Development Authority, in the amount of \$30,800 to be charged to General Fund Allocation 248-000-961.101, as submitted by the DDA Executive Director

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-11

Item Description

The Ferndale DDA and the City of Ferndale are currently operating under an Interlocal Agreement for use of property and services which expires on June 30, 2023. This is a budgeted expense, and the proposed contract would cover the 2024 fiscal year from July 1, 2023 through June 30, 2023.

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.

GL#

248-000-961.101 General Fund Admin Allocation. This is a budgeted expense.

CIP#

n/a

Additional Notes

ATTACHMENTS:

[Agreement City of Ferndale and DDA for Property and Services FY24.pdf](#)

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

THIS AGREEMENT is entered into as of July 1, 2023, 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 July 1, 2023 thru June 30, 2024. 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: _____

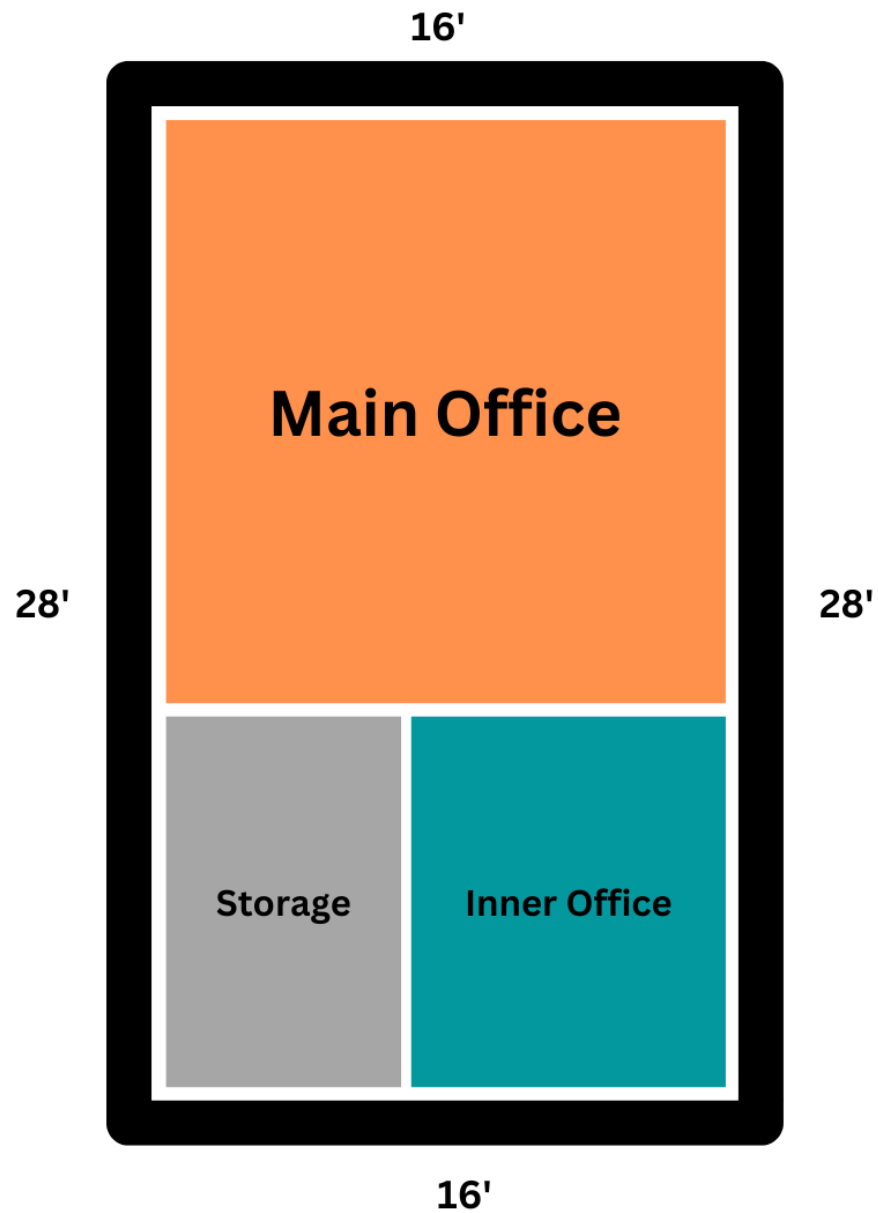
Ferndale Downtown Development Authority

By: _____

Title: _____

Exhibit A

Diagram of space to be licensed to Ferndale DDA





May 11, 2023

Downtown Development Authority

**CITY OF FERNDALÉ
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approve Minutes from April Meeting

SUGGESTED ACTION

Approve Minutes from April 13, 2023

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-11

Item Description

Approval of minutes from the regular meeting of the DDA Board of Directors held on April 13, 2023

Item Background

n/a

Item Costs

n/a

GL#

n/a

CIP#

n/a

Additional Notes

ATTACHMENTS:

[DDA_APRIl23_minutes.pdf](#)



VIRTUAL Monthly Meeting of the Downtown Development Authority (DDA) Board of Directors
Downtown Development Authority Meeting
THURSDAY, APRIL 13 @ 8:00 AM

1. CALL TO ORDER: TIME 8:06 AM

MEMBERS PRESENT: Vice Chair Sarah Brown, Treasurer Omar George, Secretary JeDonna Dinges, Jess Minnick, and Metari Harris

MEMBERS ABSENT: Mayor Melanie Piana, Chair PJ Jacobs, Toly Ashkenazi, Jerome Raska

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

GUESTS: Jenny Marr; Ferndale Area District Library

2. APPROVAL OF AGENDA

Approval of agenda as presented.

AYES – Vice Chair Sarah Brown, Treasurer Omar George, Treasurer Je Donna Dinges, Members Jess Minnick, and Metari Harris

NAYS- None

All ayes, motion carries.

3. COMMUNITY REPORTS

a. Jenny Marr; Ferndale Area District Library

Stated the following: The Battle of the Books, 5th year this event has taken place was held on April 14th with 32 teams for 5th graders in a trivia game style competition with reading books. Computer classes are popular. Story time continues at the library. Friends of the Library looking for donations for the upcoming book sale.

4. CALL TO AUDIENCE

a. None.

5. PRESENTATIONS

a. Moderation of Social Media Content, presented by Miller Canfield

Executive Director Lena Stevens provided background of the importance of social media as a form of marketing. Encouraged the board to ask questions and requested any follow up thoughts be sent to her in next couple of days by email.

Ron Liscombe from Miller Canfield presented on screen the facts indicating that as a government entity, we cannot delete comments, or block commenters on our social media pages. It is a violation of the First Amendment for a government entity to delete or hide comments. Real life testimonials scenarios were provided. 1st amendment analysis. Regulation of speech goes both ways, no constitutional obligation for people to be nice to each other. Court cases go under an analysis, what is right or wrong

doesn't apply. Hide verses deleted are functionally the same. A social media policy will be presented and implemented appropriately.

b. Update on Downtown Maintenance Contract, presented by Sommer Really (DDA) and Derek Radell (DPW)

In 2018, the DDA moved the contract from Worry Free to City of Ferndale Department of Public Works. At that time, we were not satisfied and there were more benefits to partnering with DPW, move internal. Commit to partnership with people who care. A three-year contract is approved every year with two options with extensions. The DDA will need to vote to continue the contract in June, and then the council will approve.

c. Woodward Moves Construction Update

Executive Director, Lena Stevens reported that there are continuous lane closures currently for Woodward Moves. On Friday night traffic lights electrical conduit was severed. Woodward is blinking yellow. Nine Mile is blinking red. Pedestrian traffic across Woodward is on hold due to traffic concerns and safety. Mayor has requested auxiliary police to help pedestrians cross over the weekend. Increased and dedicated portal focus near Camborne due to people taking left turns.

6. CONSENT AGENDA

Approval of minutes from March 16, 2023

AYES – Vice Chair Sarah Brown, Treasurer Omar George, Treasurer Je Donna Dinges, Members Jess Minnick, and Metari Harris

NAYS – None

All ayes, motion carries.

7. REGULAR AGENDA

- a. None.

8. CALL TO BOARD MEMBERS

Omar George shared his support and encouraged focus reciprocals near Withington for cigarette butts near West Troy as well. Requested crime statistics request during next meeting, including a follow up on the better lighting and security cameras in adjacent parking lot near one of his properties.

Metari Harris inquired about the status of the mural program.

JeDonna Dinges stated that cigarette butts and trash receptacles, near Found Sound, are overflowing.

Jess Minnick provided information on available grants. Stated she would send an email to all members with information. Executive Director Lena Stevens will discuss further with Jess about making a landing page of this information available on our website.

9. INFORMATION ITEMS FROM EXECUTIVE DIRECTOR

N/A

10. ADJOURNMENT

Motion by Vice Chair Sara Brown, seconded by Treasurer, Omar George to adjourn the meeting at 11:02 A.M.

AYES – Vice Sarah Brown, Treasurer Omar George, Secretary Je Donna Dinges, Members Jess Minnick, and Metari Harris

NAYS – None

All ayes, motion carries.



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval for Contract Extension for Landscaping and Maintenance Services in Downtown Ferndale with the City of Ferndale, through its Department of Public Works in an amount not to exceed \$188,948.00

SUGGESTED ACTION

Authorize the Executive Director to Approve a Contract Extension for Landscaping and Maintenance Services in Downtown Ferndale with the City of Ferndale, through its Department of Public Works in an amount not to exceed \$188,948.00

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-11

Item Description

The Department of Public Works has partnered with the Ferndale Downtown Development Authority to provide landscaping and maintenance services over the past four and a half years. The quality of work, and the attentiveness to improvements has been exceptional, and it is recommended that the option for a contract extension for FY24 be approved.

Item Background

Over the four and a half years that the Department of Public Works has been responsible for landscaping and maintenance, there has been a noticeable difference in the level of service provided to the DDA. DPW employees have demonstrated creativity and dedication to downtown, and their hard work shows within the DDA District. New projects have been tackled such as the new hanging baskets, sidewalk and curb repair, and installation of new street furniture.

It is the recommendation of the DDA Executive Director that the option for a one-year contract extension be approved.

Item Costs

7/1/2023 – 6/30/2024

Hourly Rate: \$39.08
Total Estimated Hours: 4,578
Subtotal Cost: \$178,948.00
Subtotal Fuel & Inflation Surcharge: \$10,000
Total Estimated Cost: \$188,948.00

GL#

Facilities Maintenance, 248-000-931.000. This is a budgeted expense.

CIP#

n/a

Additional Notes

ATTACHMENTS:

[DDA Agreement FY24.pdf](#)

[DDA Landscaping and Maintenance Contract FY24 Extension.pdf](#)

AGREEMENT FOR CONTRACT EXTENSION

This Agreement ("Agreement") is made this _____ day of _____, 2023, 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. Nine Mile Road, Ferndale, Michigan 48220;

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

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

The DDA is exercising the option to extend the current agreement for a one-year term from July 1, 2023 to June 30, 2024.

NOW, THEREFORE, in the 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 one-year contract extension between Ferndale and DDA is detailed in the Exhibit A. Scope of Work, which is incorporated by reference and made part of this agreement.
2. Payment for services performed will be based upon the fee proposal as submitted and set forth in Exhibit B. Fee Proposal, which is incorporated by reference and made part of this agreement.
3. The Parties agree that the services included in Addendum A for snow removal and/or de-icing services will not be available in FY24 due to anticipated resource limitations.
4. 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 the DDA or Ferndale.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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 city manager or executive director 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 mail delivery services or personal delivery; (3) three days after mailing first class or certified U.S. mail.
10. 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 6th Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.
11. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both DDA and Ferndale. .
12. 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, is a negotiated document and shall not be construed strictly for or against either party.
13. 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.

14. 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

By: _____
Melanie Piana, Mayor

By: _____
Dean Lent, Clerk

Date: _____

**Ferndale Downtown Development
Authority**

By: _____

Its: _____

Date: _____

5.5.23

Lena Stevens
Executive Director, Ferndale Downtown Development Authority
300 E. 9 Mile Road
Ferndale, MI 48220

Subject: DDA Landscaping and Maintenance Contract Extension

Dear Ms. Stevens

The Department of Public Works is pleased to have the opportunity to partner with the Ferndale Downtown Development Authority to provide landscaping and maintenance services over the past four and a half years. It has been a pleasure being able to serve the DDA in this capacity and strengthen our relationship during this time. The City of Ferndale, through its Department of Public Works ("DPW") would like to exercise the option for a contract extension from 7/1/2023 – 6/30/2024. We unfortunately will not be able to commit resources to providing snow and ice removal services during this period as per Addendum A. This is due to predicted anticipated resource limitations this upcoming winter. This item can be discussed for potential inclusion in FY25 contract.

This proposal details our Scope of Work and the proposed fees for the stated services. Over the course of the current contract period, the Department of Public Works was able to achieve a noticeable difference in the level of service provided to the DDA. Our employees have demonstrated creativity and dedication to downtown, and their hard work shows within the DDA District. Please note that a \$10,000 fuel and inflation surcharge has been added to the fee proposal as it was last year. The cost of providing equipment, staff, tools, supplies, etc has increased dramatically since December 2020 when the original fee schedule was created.

Please note there have been minor updates to the Scope of Work as previously discussed. These changes were agreed upon to clarify roles and responsibilities and streamline operations. Needs have evolved over time, and it was important to clarify a few of these issues in the contract language. Additionally, flower bed maintenance along Woodward Avenue will be significantly reduced during the repaving project due to access limitations.

The DPW team took pride in all that we accomplished and look forward to the next chapter in our partnership. We look forward to the opportunity to continue growing our partnership and providing landscaping and maintenance services to the Ferndale Downtown Development Authority.

Sincerely,
Dan Antosik
Director
Department of Public Works
City of Ferndale
dantosik@ferndalemi.gov
248-546-2525 ex. 602

Exhibit A. 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 flowerpots, 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 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.

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.

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.

- **Plant materials**
Plant materials shall conform to the “Horticultural standards” of the American Association of Nurserymen regarding kind, size, age, etc.
- **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.
- **Caliper**
Measure caliper of all trees six inches above ground surface. All new trees planted shall be a minimum of 2 inch in caliper when possible.
- **Shape and form**
Plant materials shall be symmetrical and/or typical for variety and species.
- **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.
- **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.
- **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).
- **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.

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 signpost, 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.

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.

Pruning

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

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 once a year to have the trees appear neat and orderly. No additional compensation will be given for aesthetic pruning.
- (3) Pruning schedule and practices shall be determined in concert with the City of Ferndale's sustainability goals and processes.

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.

Ground cover

All ground cover 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.

Flower beds

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.

Sites

The grounds and areas to be maintained, include but are not limited to the areas adjacent to the metered parking lots within the district; the Henry Schiffer Memorial park; the north and south DDA District, pedestrian alleys; the streetscape plantings on Nine Mile from Paxton to Pinecrest and on West Troy from Woodward to Allen. Flower beds are located at the Woodward Avenue median from Marshall to Oakridge, 9 Mile Road (north and south sides) from Paxton to Pinecrest), 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 Lot 3 at both west and northeast ends and parking lots where other beds are located, such as Loy 9 , Lot 10, Troy Street, Lot 3, Lot 2 and Lot 11. 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. DPW will manage start up, repairs and winterization of irrigation system in the mentioned areas of the DDA.

Flowerpots, hanging baskets and flower beds

Flowerpots, 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.

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.

Planting

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.

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 15th and fall clean-up shall be completed by November 1st depending on the weather.



FERNDALE

Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

Light pole banners & holiday decorations

Light pole banners on 9 Mile need changing throughout the year and 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 will be completed in a timely manner. 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 placed on City light poles must be approved, in advance, by Ferndale. All banner changes outside of the scope of the above list must be approved by the DDA and Ferndale 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 Ferndale 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 15th. Removal of the holiday decorations will be on or before February 1st 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.

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. 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 as needed for the 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.

Infrastructure Maintenance

DPW will work with DDA staff to identify maintenance needs of infrastructure items located within the district. Both parties will work together to identify a maintenance schedule of the needs. DPW will be responsible for providing the labor to address the maintenance concerns. The DDA will be responsible for any materials and equipment that may be needed to address any repairs.

Landscaping and clean-up

Grounds and areas

The grounds and areas to be maintained, include but are not limited to the areas adjacent to the metered parking lots within the district, the Henry Schiffer Memorial park, the north and south DDA District, pedestrian alleys, the streetscape plantings on Nine Mile from Paxton to Pinecrest and those on West Troy from Woodward to Allen. Flower beds are located at the Woodward Avenue median from Marshall to Oakridge, 9 Mile Road (north and south sides) from Paxton to Pinecrest), 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 Lot 3 at both west and northeast ends and parking lots where other beds are located, such as Loy 9 , Lot 10, Troy Street, Lot 3, Lot 2 and Lot 11.

General cleanliness

Dumpster areas and trash receptacles in the core downtown area shall be power washed once per month or as needed to maintain a clean and safe appearance – weather permitting. The Department of Public Works will be responsible for any graffiti eradication and control to city property under this agreement, they will not be responsible for replacement cost of plant materials destroyed due to vandalism. Power washing of sidewalks and pedestrian alleys will occur once a year, if required, based on direction from the DDA Executive Director. This service will be scheduled during times where there will be minimal impact to the businesses and pedestrians.

DDA Boundaries

Grounds and areas definitions

The areas of maintenance of the DDA are: West Nine Mile (north and south sides) from Woodward to Pinecrest; all vehicular and pedestrian alleys in the DDA; West Troy (north and south sides) from Woodward to Allen; Vester from Woodward Bermuda (north and south sides); East Breckenridge from Woodward to East Breckenridge parking lot (north and south sides) Planavon from Nine Mile to Withington including Henry Schiffer Park; Withington (north and south sides) from Woodward to Planavon; East Nine Mile (north and south sides) from Woodward to east corner properties of Paxton (north and south sides); Woodward (east and west sides) from Oakridge to south corner properties at Marshall; East Troy (north and south sides) from Woodward to Lot 11; and West Breckenridge (north and south sides) from Woodward to the Lot 2; all public lots, except City Hall.

Exceptions to maintenance areas

Medians & tree wells along Woodward Avenue, except flower beds, from Saratoga to Marshall and Breckenridge to Oakridge are not included. Flower beds along Nine Mile between Livernois and Pinecrest are not included. They are maintained by DPW outside of this agreement.

Personnel

Supervisory

DPW shall have at least one full-time Leader dedicated solely to the DDA's maintenance services program. A list of contact numbers for the leader and pertinent crew members will be provided to the DDA.

Data

DPW can collect and analyze data. DPW would need direction on what data and metrics the DDA would like to see. We will be using our data collection to increase the efficiency and effectiveness of our team.

Ancillary services & special projects

Ancillary services and special projects are defined as anything falling outside of the scope of this contract. This includes but is not limited to;

- Special events
- Large-scale infrastructure replacement programs (includes assembly and placement of street furniture)
- Assistance with DDA organizational projects
- Concrete/paver repair work

As the needs of the DDA change, 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 in writing and results documented. Whenever possible, these items should be scheduled well in advance to provide the department with time to properly plan for execution.

These projects will be billed to the DDA in addition to monthly maintenance charges at the hourly rates outlined in the fee proposal.

Exhibit B. Fee Proposal

The Department of Public Works proposes a not to exceed structure based on an hourly rate for services provided under the Scope of Work. The initial term of the agreement will be split into the two following periods:

Initial Contract Period

12/1/2020 – 6/30/2021

Hourly Rate: \$36.84

Total Cost: \$75,000.00

Total Estimated Hours: 2,035

7/1/2021 – 6/30/2022

Hourly Rate: \$37.57

Total Cost: \$172,000.00

Total Estimated Hours: 4,578

The DDA will only be billed for hours worked providing services covered under the Scope of Work. Any service the DDA requires not covered under the Scope of Work must be agreed upon by both parties and documented. The cost of providing additional service may or may not be covered under the fee proposal.

Optional Contract Extensions

The Department of Public Works proposes a not to exceed structure based on an hourly rate for services provided under the Scope of Work. The extensions to the agreement will have a 2% cost increase per year. The extensions to the agreement will span the two following periods:

7/1/2022 – 6/30/2023

Hourly Rate: \$38.32

Total Estimated Hours: 4,578

Subtotal Total Cost: \$175,440.00

Subtotal Fuel & Inflation Surcharge: \$10,000

Total Estimated Cost: \$185,440.00

7/1/2023 – 6/30/2024

Hourly Rate: \$39.08

Total Estimated Hours: 4,578

Subtotal Cost: \$178,948.00

Subtotal Fuel & Inflation Surcharge: \$10,000

Total Estimated Cost: \$188,948.00

The DDA will only be billed for hours worked providing services covered under the Scope of Work. Any service the DDA requires not covered under the Scope of Work must be agreed upon by both parties and documented. The cost of providing additional service may or may not be covered under the fee proposal.

Addendum A.
NOT INCLUDED IN CONTRACT EXTENTION FOR FY24
DUE TO RESOURCE LIMITATIONS

The DPW would be willing to provide snow removal and/ or de-icing services for the DDA at an additional cost. Snow removal services would be provided for any snow event above 2 inches in snowfall. The costs for both services are below.

Snow Removal

Normal Business Hours: \$155.16/HR

Overtime at Time and a Half: \$194.76/HR

Double Time (Sunday): \$234.37/HR

Snow removal events would occur at the end of a snowfall. The DPW will not maintain the sidewalks within the DDA throughout a snowfall event. This service will only be provided following a snow event. The DPW will not be responsible for clearing snow directly in front of the entrance to a building and on private property. The DPW will only push the bulk snow on the sidewalks for pedestrian traffic. DPW estimates that each snow event may take up to 5 hours to fully clear sidewalks within the DDA. The number of occurrences is difficult to predict – possibility of 20 to 40.

De-icing

Per Event: \$200.00

De-icing will occur as needed and will cover the sidewalks in the district for pedestrian traffic. The DPW will not be responsible for clearing snow directly in front of the entrance to a building and on private property. DPW will not provide spot de-icing. When de-icing services are provided, the DPW will cover the district in one pass and return as needed. The number of occurrences is difficult to predict – possibility of 40 to 75.



May 11, 2023

Downtown Development Authority

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Lena Stevens

SUBJECT: Approval of Transition Plan for DDA Executive Director Lena Stevens

SUGGESTED ACTION

Approve Transition Plan for DDA Executive Director Lena Stevens.

MOTION 1: Approve Employment Agreement with Sommer Realy for the position of Acting Executive Director

MOTION 2: Approve Independent Contractor Agreement for support services by Lena Stevens via The AI Lifestyle LLC

MOTION 3: Motion to authorize the HR Department of the City of Ferndale to lead a recruitment initiative for a new Executive Director of the Ferndale Downtown Development Authority

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2023-05-11

Item Description

Lena Stevens will resign from her position as DDA Executive Director effective June 2, 2023. This transition plan is proposed with the goal of creating stability during the transition to a new Executive Director while facilitating the transfer of institutional knowledge to new and current staff.

Item Background

A Message from Lena Stevens:

I have made the difficult decision to resign from my position as DDA Executive Director, effective June 2, 2023. I am exceedingly grateful for my time with the Ferndale DDA and wish to support the organization in a smooth and productive transfer to a new director. The transition plan proposed herein has been discussed and reviewed with the HR Department of the City of Ferndale, who will be working with the DDA Board of Directors during the recruitment process. Please feel free to ask

questions about this plan, as it was designed to support the DDA Board of Directors as you lead the organization into the future.

The proposed transition plan has several goals:

- Ensuring continuity of operations: The transition plan should aim to ensure that there is a smooth transfer of responsibilities from the current Executive Director to the Acting Director and that there is no disruption to ongoing operations of the DDA.
- Maximizing efficiency and effectiveness: The transition plan should aim to ensure that the DDA operates efficiently and effectively during the transition period, and that there is no negative impact on the organization's performance or ability to achieve its strategic objectives.
- Maintaining stakeholder relationships: The DDA should aim to maintain positive relationships with its stakeholders during the transition period, including community partners, business owners, and the City of Ferndale.
- Facilitating knowledge transfer: The transition plan should aim to facilitate the transfer of knowledge and institutional memory from the current Executive Director to the Acting Executive Director and other members of the DDA staff.
- Finding a qualified replacement: The DDA's ultimate goal is to find a qualified replacement for the Executive Director position who can continue to lead the organization in achieving its goals and objectives.

Transition Plan Outline

The following three elements are proposed for consideration of the DDA Board of Directors. Each item will be voted on separately, and each can be approved or denied independent of one another.

ACTION 1: The Ferndale Downtown Development Authority (DDA) will appoint Sommer Realy as Acting Executive Director to oversee day-to-day operations during the transition period as the current Executive Director steps down and recruitment begins for new Director. Sommer Realy has served as the DDA Engagement Manager for over 3 years, and has worked with the Ferndale DDA in a part time capacity for several more years. She recently received her Leadership Development Certificate from Main Street America, and has demonstrated commitment to continuous improvement, integrity, ingenuity, and inventiveness at every turn. She has a passion for progress, and is excited to help lead the Ferndale DDA into its next phase.

ACTION 2: The Ferndale Downtown Development Authority (DDA) will hire Lena Stevens as an independent contractor to provide support during the transition and ensure a smooth handover of responsibilities. An Independent Contractor Agreement is attached with The AI Lifestyle LLC, her family's company, to which she serves as Chief Operating Officer. The agreement outlines responsibilities, compensation, and several other critical items that should be reviewed by each member of the DDA Board of Directors. This contract will be overseen by the Acting Executive Director.

ACTION 3: The Ferndale Downtown Development Authority (DDA) will authorize the City of Ferndale's HR department to lead a recruitment effort to find a qualified candidate to fill the Executive Director position permanently. The HR Department will work with the DDA Board to develop a job description

and post the position on relevant job boards and publications. The HR Department will also review resumes and applications, facilitate the interviews process, and facilitate the appointment process to the DDA Board of Directors and Ferndale City Council. The HR Department will provide regular updates on the recruitment process to the DDA Board, and will ensure that the recruitment process is conducted in a fair, transparent, and effective manner. The motion is effective immediately and will remain in effect until the recruitment process is completed and a new Executive Director is hired.

Item Costs

ACTION 1: Sommer Realy will receive a 10% salary bonus during the time she serves as Acting Executive Director and for 90 calendar days following the appointment of a permanent Executive Director. Her term as Activating Executive Director cannot exceed September 30, 2023 as per the agreement, unless an extension is agreed to by both parties. As of July 1, 2023 she will also be entitled to 4.5% increase in her current salary based on a 2% cost of living adjustment, and a 2.5% performance based raise, in alignment with City of Ferndale policy and her current performance review by Director Stevens. The cost of the salary bonus before the base salary increase will be approximately \$405 per month. Following the adjustment to the base salary, the cost of the salary bonus will be approximately \$423 per month. The bonus will continue to be applied for 90 days following the appointment of new Executive Director.

ACTION 2: The Independent Contract Agreement outlines and hourly rate of \$65 per hour, for a maximum of 10 hours per week through August 31, 2023. This equates to a monthly cost of \$2600. The temporary reduction of salary expenditures for the fully encumbered DDA Executive Director position while recruitment is underway will more than compensate for the salary bonus in Action 1.

ACTION 3: City of Ferndale's HR department will not charge any fees to the Ferndale DDA for the cost of recruitment services. The position notice will be circulated in Michigan by Main Street Oakland County, and the Michigan Downtown Association free of charge. Main Street America will also circulate the job notice nationally for no charge.

GL#

These actions primarily affect the DDA Full Time Personnel General Ledger Item, 248-000-706.000

CIP#

n/a

Additional Notes

ATTACHMENTS:

[DDA Salary Grade Structure \(for reference\)](#)

[DDA Revenue and Expenditure Report May 2023.pdf](#)

[Independent Contractor Agreement_AI Lifestyle.pdf](#)

[Acting Executive Director 5.4.23.pdf](#)

PROPOSED SALARY GRADE STRUCTURE FOR THE FERNDAL DOWNTOWN DEVELOPMENT AUTHORITY

City of Ferndale
Non-Union Salary Positions
Grade Structure
10 Steps, 2.5% Step Differentials, 24.9% Range Widths

FYE23 2.00% Increase												Positions				
Grade	1	2	3	4	5	6	7	8	9	10						
10	\$125,460.00	\$128,597.00	\$131,811.00	\$135,107.00	\$138,484.00	\$141,946.00	\$145,495.00	\$149,133.00	\$152,861.00	\$156,682.00		City Manager				
9	\$105,660.00	\$108,303.00	\$111,010.00	\$113,784.00	\$116,630.00	\$119,546.00	\$122,535.00	\$125,598.00	\$128,737.00	\$131,955.00		Police Chief				
8	\$96,390.00	\$98,800.00	\$101,270.00	\$103,801.00	\$106,397.00	\$109,056.00	\$111,783.00	\$114,577.00	\$117,442.00	\$120,378.00		Asst City Manager	DPW Director	Fire Chief	Finance Director	HR Director
7	\$90,863.00	\$93,134.00	\$95,463.00	\$97,849.00	\$100,295.00	\$102,803.00	\$105,373.00	\$108,007.00	\$110,707.00	\$113,475.00		Assistant Fire Chief	CED Director	Police Capain		
6	\$82,890.00	\$84,963.00	\$87,087.00	\$89,264.00	\$91,495.00	\$93,783.00	\$96,127.00	\$98,531.00	\$100,994.00	\$103,519.00		Comm. Director	DPW Deputy	Finance Dep. Director		
5	\$75,356.00	\$77,239.00	\$79,170.00	\$81,150.00	\$83,178.00	\$85,258.00	\$87,389.00	\$89,574.00	\$91,813.00	\$94,109.00		Building Official	Clerk	Finance Manager	Parks & Rec. Director	DDA Executive Director
4	\$68,504.00	\$70,217.00	\$71,972.00	\$73,772.00	\$75,616.00	\$77,506.00	\$79,444.00	\$81,430.00	\$83,466.00	\$85,552.00		Facilities Manager	HR Manager	Planning Manager	Sustainability Planner	
3	\$62,277.00	\$63,834.00	\$65,430.00	\$67,066.00	\$68,742.00	\$70,461.00	\$72,222.00	\$74,028.00	\$75,879.00	\$77,776.00		Admin. Manager	Comm. Specialist	Planner II	Project Manager	
2	\$55,019.00	\$56,394.00	\$57,804.00	\$59,249.00	\$60,730.00	\$62,249.00	\$63,805.00	\$65,400.00	\$67,035.00	\$68,711.00		Assistant to the CM	Deputy Clerk	Deputy Rec. Manager	HR Generalist	
1	\$50,021.00	\$51,271.00	\$52,553.00	\$53,867.00	\$55,214.00	\$56,594.00	\$58,009.00	\$59,459.00	\$60,945.00	\$62,469.00		Retirement & HR Specialist	Sp. Events Director	Zero Waste Coordinator	DDA Engagement Manager	

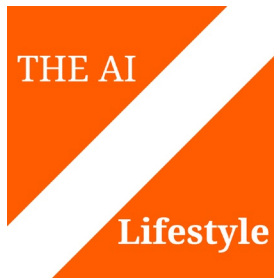
User: lstevens

DB: Ferndale

PERIOD ENDING 05/31/2023

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2023 (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 248 - Downtown Development Authority						
Revenues						
Dept 000 - General						
248-000-402.000	Property taxes	578,755.00	503,608.40	0.00	75,146.60	87.02
248-000-402.001	Property Taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-402.005	Property Taxes - Loss in Change of PPT	0.00	0.00	0.00	0.00	0.00
248-000-402.200	Reimbursement for PPT Loss	0.00	0.00	0.00	0.00	0.00
248-000-403.100	Property Tax Chargebacks	0.00	1,359.50	0.00	(1,359.50)	100.00
248-000-404.000	Voted Property taxes	86,700.00	79,413.69	0.00	7,286.31	91.60
248-000-404.001	Voted Property taxes - personal	0.00	0.00	0.00	0.00	0.00
248-000-523.000	Federal grant	0.00	0.00	0.00	0.00	0.00
248-000-545.000	State grant	0.00	15,300.00	0.00	(15,300.00)	100.00
248-000-550.010	State PPT Loss Reimbursement	0.00	0.00	0.00	0.00	0.00
248-000-582.000	Local grants	12,500.00	(5,000.00)	0.00	17,500.00	(40.00)
248-000-610.000	Participation fees	0.00	0.00	0.00	0.00	0.00
248-000-665.000	Interest income	0.00	0.00	0.00	0.00	0.00
248-000-675.000	Contributions	20,000.00	2,980.00	0.00	17,020.00	14.90
248-000-675.248	Proceeds- DDA Special Events	0.00	0.00	0.00	0.00	0.00
248-000-675.500	Contributions - DDA - Public Art	0.00	0.00	0.00	0.00	0.00
248-000-676.101	General Fund contrb.	0.00	0.00	0.00	0.00	0.00
248-000-695.000	Miscellaneous income	0.00	0.00	0.00	0.00	0.00
248-000-698.000	Net unrealized gains	0.00	0.00	0.00	0.00	0.00
248-000-699.661	Transfer In from Motor Pool	0.00	0.00	0.00	0.00	0.00
248-000-699.677	Transfer In from HR Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - General		697,955.00	597,661.59	0.00	100,293.41	85.63
TOTAL REVENUES		697,955.00	597,661.59	0.00	100,293.41	85.63
Expenditures						
Dept 000 - General						
248-000-706.000	Full Time Personnel	135,263.00	112,883.71	5,142.42	22,379.29	83.45
248-000-707.000	Part-Time Personnel	5,000.00	0.00	0.00	5,000.00	0.00
248-000-709.000	Overtime	0.00	0.00	0.00	0.00	0.00
248-000-714.000	Holiday Pay	0.00	0.00	0.00	0.00	0.00
248-000-714.100	Sick Pay - Annual	0.00	0.00	0.00	0.00	0.00
248-000-715.000	Social Security	10,534.00	8,866.50	392.24	1,667.50	84.17
248-000-716.000	Health - premiums	0.00	0.00	0.00	0.00	0.00
248-000-716.100	Health Insurance	6,728.00	0.00	0.00	6,728.00	0.00
248-000-716.110	Health Insurance - EE Contribution	(360.00)	(315.00)	(15.00)	(45.00)	87.50
248-000-716.115	Health Insurance - Retiree	0.00	0.00	0.00	0.00	0.00
248-000-716.150	Health Insurance Waiver	4,000.00	3,333.30	0.00	666.70	83.33
248-000-716.736	Health - OPEB Funding	0.00	0.00	0.00	0.00	0.00
248-000-716.999	Health Care Clearing	0.00	0.00	0.00	0.00	0.00
248-000-717.000	Life Insurance - EE	269.00	246.40	22.40	22.60	91.60
248-000-718.000	Pension- ICMA-RC 401	9,359.00	7,901.88	359.97	1,457.12	84.43
248-000-719.000	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
248-000-721.000	Longevity	0.00	0.00	0.00	0.00	0.00
248-000-725.000	Workers Compensation	866.00	0.00	0.00	866.00	0.00
248-000-730.000	Postage, Mail processing	500.00	0.00	0.00	500.00	0.00
248-000-740.000	Operating Supplies	5,500.00	3,017.25	0.00	2,482.75	54.86
248-000-740.248	Operating - DDA Special Projects	0.00	0.00	0.00	0.00	0.00
248-000-747.000	Grant Activity	0.00	0.00	0.00	0.00	0.00
248-000-752.000	Motor Fuel / Lubricants	0.00	0.00	0.00	0.00	0.00
248-000-775.000	Repair & Maintenance	1,000.00	0.00	0.00	1,000.00	0.00
248-000-802.000	Audit/Actuarial Fees	0.00	0.00	0.00	0.00	0.00

05/05/2023 02:11 AM		REVENUE AND EXPENDITURE REPORT FOR CITY OF FERNDALE				Page: 2/2	
User: lstevens		PERIOD ENDING 05/31/2023					
DB: Ferndale							
G/L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	
		AMENDED BUDGET	05/31/2023	MONTH 05/31/2023	BALANCE		
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED	
Fund 248 - Downtown Development Authority							
Expenditures							
248-000-818.000	Contractual Services	112,055.00	102,522.05	0.00	9,532.95	91.49	
248-000-818.600	Contractual Services - Special	0.00	0.00	0.00	0.00	0.00	
248-000-853.000	Phone/Communications	800.00	0.00	0.00	800.00	0.00	
248-000-853.116	Telecom - Cell Phone EE Reimb.	1,650.00	0.00	0.00	1,650.00	0.00	
248-000-873.000	Training/Education	11,000.00	3,794.33	0.00	7,205.67	34.49	
248-000-885.000	Special programs	27,500.00	9,573.19	0.00	17,926.81	34.81	
248-000-885.500	Special Programs- Public Art	10,000.00	0.00	0.00	10,000.00	0.00	
248-000-900.000	Printing & Publishing	20,600.00	13,663.88	0.00	6,936.12	66.33	
248-000-914.000	Liability Insurance	1,800.00	1,800.00	0.00	0.00	100.00	
248-000-920.000	Utilities	7,000.00	5,121.12	0.00	1,878.88	73.16	
248-000-931.000	Facilities Maintenance	255,440.00	12,233.78	0.00	243,206.22	4.79	
248-000-931.441	Facilities Maintenance - DPW	0.00	0.00	0.00	0.00	0.00	
248-000-940.200	Equipment Leases - Non-City owned	0.00	0.00	0.00	0.00	0.00	
248-000-942.000	Building Rental	1,500.00	0.00	0.00	1,500.00	0.00	
248-000-943.000	Equip Rental Alloc - General Fund	600.00	0.00	0.00	600.00	0.00	
248-000-956.000	Miscellaneous	0.00	3,786.29	0.00	(3,786.29)	100.00	
248-000-958.000	Memberships & Dues	1,500.00	725.00	0.00	775.00	48.33	
248-000-961.101	General Fund Admin Allocation	23,100.00	0.00	0.00	23,100.00	0.00	
248-000-965.101	Contrb To General Fund	75,000.00	0.00	0.00	75,000.00	0.00	
248-000-965.585	Contrb to Auto Parking	55,000.00	0.00	0.00	55,000.00	0.00	
248-000-968.000	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	
248-000-970.000	Bad Debt	0.00	0.00	0.00	0.00	0.00	
248-000-974.000	Public Improvements	0.00	0.00	0.00	0.00	0.00	
248-000-977.000	Capital Outlay	62,000.00	323.95	0.00	61,676.05	0.52	
248-000-977.115	Printing and Scanning Devices	0.00	0.00	0.00	0.00	0.00	
248-000-996.000	Interest Expense	0.00	0.00	0.00	0.00	0.00	
Total Dept 000 - General		845,204.00	289,477.63	5,902.03	555,726.37	34.25	
TOTAL EXPENDITURES		845,204.00	289,477.63	5,902.03	555,726.37	34.25	
Fund 248 - Downtown Development Authority:							
TOTAL REVENUES		697,955.00	597,661.59	0.00	100,293.41	85.63	
TOTAL EXPENDITURES		845,204.00	289,477.63	5,902.03	555,726.37	34.25	
NET OF REVENUES & EXPENDITURES		(147,249.00)	308,183.96	(5,902.03)	(455,432.96)	209.29	
TOTAL REVENUES - ALL FUNDS							
TOTAL EXPENDITURES - ALL FUNDS		697,955.00	597,661.59	0.00	100,293.41	85.63	
NET OF REVENUES & EXPENDITURES		845,204.00	289,477.63	5,902.03	555,726.37	34.25	
		(147,249.00)	308,183.96	(5,902.03)	(455,432.96)	209.29	



The AI Lifestyle

Ferndale, MI 48220

E. theailifestyle@outlook.com

W. theailifestyle.com

P. 586-242-4191

Independent Contractor Agreement

This independent contractor agreement (Agreement) is entered into this _____ day of _____, 20_____, by and between the Ferndale Downtown Development Authority (the DDA) and **The AI Lifestyle LLC**, an independent contractor licensed in the State of Michigan (the Contractor), in consideration of the mutual promises made herein, as follows:

1. Term of Agreement:

This Agreement will become effective on June 8, 2023 and will remain in effect until July 31, 2023 with an optional contract Extension until August 31, 2023 at the discretion of the Acting Executive Director or the Executive Director. Any services from the Contractor after August 31, 2023 will require a new agreement.

2. Services to be Rendered by Contractor:

Contractor agrees to provide the following services for a maximum of 10 hours per week:

a) Maintain responsibility for Woodward Moves outreach

b) Administrative support for critical services/functions, including but not limited to:

- Answering phone calls and responding to emails
- Scheduling meetings and appointments
- Maintaining electronic and paper files
- Coordinating with other DDA staff members or City staff as needed
- Maintaining, amending, or creating budgets

c) Documentation services to record existing policies and procedures, including but not limited to:

- Reviewing existing policies and procedures
- Updating policies and procedures as necessary
- Creating new policies and procedures as directed by the DDA

d) Staff training, including but not limited to:

- Developing training materials
- Conducting training sessions for DDA staff members

e) Writing/editing services, including but not limited to:

- Drafting and editing correspondence
- Writing grant proposals and other funding requests
- Creating content for the DDA website and social media accounts

- f) **Creation and distribution of marketing and communication materials, including but not limited to:**
 - Developing marketing materials for DDA events and initiatives
 - Creating and distributing press releases
 - Managing the DDA's social media accounts
- g) **Presentation/report development, including but not limited to:**
 - Developing presentations for DDA meetings and events
 - Creating reports for the DDA Board and other stakeholders
- h) **Support to oversee management and maintenance of grounds, public rights of ways, and infrastructure located within the DDA District, including but not limited to:**
 - Coordinating with vendors and contractors
 - Conducting site visits as needed
 - Maintaining accurate records of maintenance activities
- i) **Attending important city/DDA functions, events, etc., including but not limited to:**
 - Attending DDA Board meetings and other DDA-sponsored events
 - Representing the DDA at community events as directed by the DDA
- j) **Input gathering from City staff, DDA Board, City Council and other community partners as necessary, including but not limited to:**
 - Conducting research and analysis
 - Preparing reports and presentations based on input gathered
 - Coordinating with City staff and other stakeholders as necessary
- k) **Any other duty and/or responsibility reasonably necessary to support the continued operation of the Ferndale DDA**

3. **Independent Contractor Status.** Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, DDA employees. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed. The Corporation may not control, direct or otherwise supervise Contractor's assistants or employees in the performance of those services.
4. **Compensation.** In consideration for the services to be performed by Contractor, the DDA agrees to pay Contractor the sum of \$65 dollars per hour, billed monthly and payable by check or ACH transfer. The DDA shall pay the Contractor within 30 days of receipt of each invoice.
5. **Tools and Equipment.** The DDA will supply a computer, email address, access to software programs, and access to social media as required to perform the functions of this contract.

The DDA will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.



The DDA shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: supplies purchased for the DDA, food or beverages purchased for meetings or events, or travel costs for trips exceeding 25 miles round trip. Contractor shall submit an itemized statement of Contractor's expenses each month.

Contractor shall be responsible for all other expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to Contractor employees.

6. **Unemployment Compensation.** The DDA shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
7. **Workers' Compensation.** The DDA shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.
8. **Insurance.** The DDA shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.
9. **Confidentiality and Non-Disclosure.** The Contractor shall keep confidential the following information related to the DDA, and shall not disclose any such information to any third party without the prior written consent of the DDA.
 - a) **Financial Information:** This could include financial statements, budgets, and revenue projections.
 - b) **Personnel Information:** Information about the DDA's personnel, including employee records, compensation data, and performance evaluations.
 - c) **Legal Documents:** Legal documents, including contracts, leases, and other legal agreements.
 - d) **Intellectual Property:** If the Contractor is involved in the creation or development of intellectual property, such as logos, trademarks, or proprietary software, this information will be designated as confidential.
 - e) **Customer Data:** DDA customer data, including names, addresses, phone numbers, and email addresses.
 - f) **Internal Communications:** Internal communications, including emails, memos, and other documents.



10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf, indemnify and hold harmless the City of Ferndale and the Ferndale DDA, their elected or appointed officials, and employees, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the City of Ferndale and the Ferndale DDA, their elected or appointed officials which arises out of or is in anyway connected with this Agreement, except for the sole negligence of the Ferndale DDA.

11. Intellectual Property. Any intellectual property developed or produced by the Contractor in connection with this Agreement shall be the property of the DDA. The Contractor will be able to list the DDA as a client for marketing purposes.

12. Damages and Remedies. In the event of a breach of this Agreement by the Contractor, the DDA may seek redress for any damages incurred by the DDA as a result of such breach. However, the DDA agrees that any damages sought shall be reasonable and reflect the actual harm suffered by the DDA.

The Contractor shall be given written notice of any breach, and shall be given a reasonable opportunity to cure such breach. If the breach is not cured within a reasonable time period, the DDA may seek any remedies available at law or in equity, including but not limited to termination of the Agreement, recovery of damages, or specific performance.

The DDA and the Contractor agree to make good faith efforts to resolve any disputes that arise during the performance of this Agreement. Any disputes that cannot be resolved by mutual agreement may be submitted to mediation. If mediation is unsuccessful, the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in the County of Oakland, State of Michigan, and shall be conducted by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties, or in the event that the parties are unable to agree, by the American Arbitration Association.

The arbitration award shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover its reasonable attorney's fees and costs.

The Contractor shall not be liable for any consequential, incidental, indirect, special or punitive damages arising out of or relating to this Agreement, regardless of the form of action, whether in contract, tort or otherwise. The Contractor's liability shall be limited to direct damages only, and shall not exceed the total compensation paid to the Contractor under this Agreement.



13. Termination. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving 5 days written notice to the other party.

14. Notices. Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, or via email. Mailed notices shall be addressed to the parties at the following addresses:

The DDA : 300 East Nine Mile Road, Ferndale, MI 48220, info@downtownferndale.com

The Contractor: 425 West Cambourne, Ferndale, MI 48220, theailifestyle@outlook.com

15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for the DDA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

16. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

17. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. **Contractor**



Execution and Agreement to Terms

Ferndale Downtown Development Authority Board of Directors

300 East Nine Mile Road Ferndale, MI 48220

The undersigned, as Chair of the DDA Board of Directors, hereby certifies that this Agreement was duly approved by the Board of Directors at a meeting held on May 11, 2023, and that the undersigned is authorized to execute this Agreement on behalf of the Ferndale Downtown Development Authority.

Name: Pj Jacokes

Title: Chair, DDA Board of Directors

Signature:

Date:

The AI Lifestyle LLC

425 West Cambourne Ferndale, MI 48220

The undersigned, as Chief Operating Officer of AI Lifestyle, hereby certifies that this Agreement was duly approved by the Company's authorized representatives, and that the undersigned is authorized to execute this Agreement on behalf of AI Lifestyle.

Name: Lena Stevens

Title: Chief Operating Officer, The AI Lifestyle

Signature:

Date:





Downtown Development Authority Acting Executive Director

rev. date: 5/04/23

Department: Downtown Development Authority
Supervisor: DDA Board of Directors
Union: Non-union
Classification: FLSA Exempt (Executive)
Appointing Authority: DDA Board of Directors
Effective Date: June 2, 2023 5pm
Term: Position shall not be held longer than 120 calendar days (September 30, 2023) unless an extension is agreed to by both parties.

GENERAL STATEMENT OF DUTIES

The Downtown Development Authority (DDA) Acting Executive Director is responsible for managing the DDA's goals, as defined by the Board of Directors, until an Executive Director is selected and appointed by the DDA Board of Directors and the Ferndale City Council. We are looking for someone with a track record of effectively working with staff and community partners, and who exhibits the highest level of transparency and trust. Exceptional communication skills, grant application, and administration experience are a must.

Acting Executive Directors are selected for short-term appointments to support operations while selection of a permanent Executive Director is ongoing. As Acting Director, the appointed individual will be responsible for maintaining core operations and high priority items/projects/events. Appointment to this position shall be limited to 120 calendar days unless an extension is agreed to by both parties.

SUPERVISION RECEIVED

Work is performed under the general supervision of the DDA Board of Directors. The City Manager will provide insight and guidance to facilitate collaboration with the DDA Executive Director.

SUPERVISION EXERCISED

Supervises and directs the work of all staff and contractors hired by the DDA at the time of appointment. While the organization is served by an Acting Executive Director, all hiring decisions and disciplinary actions will be the responsibility of the DDA Board of Directors with input from the Active Executive Director. The Acting Executive Director may not hire or fire employees or contractors without the authorization of the DDA Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform).

- Overseeing administrative aspects of DDA operations, including recording-keeping, grant files, preparation of reports and items as requested by the DDA Board—monthly agenda package, staff reports, correspondence, meeting minutes and posting notices of meetings accordance with the Open Meetings Act of Michigan

- Delegating activities, responsibilities and authority as necessary and desirable to staff, contractors and vendors while retaining responsibility and accountability for performance
- Developing and preparing budget related items—overseeing and approving expenditures, preparing financial reports in compliance and direction from the Board of Directors
- Oversee management and maintenance of all grounds, public right of ways, and infrastructure located within the DDA district
- Overseeing recruitment of new DDA board members as necessary
- Maintaining high quality and consistent communication with the DDA Board of Directors business community related to pertinent topics such as road construction, special events, and relevant local news.
- Overseeing the Woodward Moves communication efforts and the associated contract with Franco to ensure high quality, consistent information is delivered to businesses on the Woodward corridor about the road construction activities.
- Managing and coordinating all marketing and promotional materials including all social media channels
- Coordinating promotional events and activities to attract people to the downtown district
- Developing and overseeing the Vision Committee (volunteer arm of the DDA)
- Fostering and seeking ways to address the common needs and interests of businesses, understanding the needs of each business, and ensuring that businesses are aware of and actively use the DDA's resources
- Working collaboratively with City staff, DDA Board, City Council and other community partners
- Any other duty and/or responsibility reasonably necessary to carry out the purposes of the Acting Director's position as directed by the Board of Directors

PERIPHERAL DUTIES AND RESPONSIBILITIES

- Making presentations to officials, boards, commissions, civic groups and the general public
- Attending professional development workshops and conferences to keep updated on trends and developments in the field of downtown development
- Attending important city/DDA functions, events, etc. (State of the City, business openings, groundbreaking ceremonies, etc.)

MINIMUM QUALIFICATIONS

Education and Experience:

- A Bachelor's degree with major course work in business or public administration, economic development, marketing, or a closely related field;
- A Master's degree in Public Administration or related discipline is preferred;
- Five or more years of progressively responsible experience, preferably in a downtown and/or community development role; or other professional experience comparable to this requirement
- Any equivalent combination of education, training, or progressively responsible experience, with additional work experience substituting for the required education on a year for year basis

Necessary Knowledge, Skills and Abilities:

- Ability to provide leadership to the DDA Board, businesses in the DDA District and City Council and City Staff
- Capable of being an implementer, thriving on managing a variety of key projects simultaneously, often under tight deadlines
- A passion for progress and continuing improvement

- Ability to demonstrate integrity, ingenuity and inventiveness in the performance of duties and responsibilities
- Knowledge of basic laws, ordinances and regulations affecting the operation of municipal government
- Knowledge of governmental budgeting and record-keeping practices and principles
- Writing and editing experience (externally focused) with a variety of print and online communications media; must have demonstrated experience with new media technologies
- Innovative thinker with a track record for translating strategic thinking into action plans and output
- Skill in dealing with the public, citizen groups and other employees with a commitment to work collaboratively
- Skill in presentations and public speaking
- Skill in the operation of listed tools and equipment
- Ability to self-start, work independently and maintain an entrepreneurial spirit
- Ability to assemble data and to effectively prepare and present accurate records and reports
- Ability to communicate effectively both orally and in writing with diverse audiences
- Ability to coordinate all elements of events and meetings
- Ability to direct the work of others as needed
- Ability to establish and maintain effective working relationships with a variety of appointed and elected officials, staff, outside agency personnel, community members, media and the general public
- Excellent judgment and creative problem-solving skills, including negotiation and conflict resolution skills with co-workers, vendors and residents
- Ability to lift and transport equipment
- Ability to operate a motor vehicle
- Ability to operate office equipment and a personal computer using program applications appropriate to assigned duties
- Ability to plan and organize work activities
- Ability to represent the DDA at internal and external meetings
- Ability to understand and follow complex oral and written directions and instructions
- Ability to work nights and weekends and travel when required

SPECIAL REQUIREMENTS

- Valid Michigan driver's license, or the ability to obtain one within one.
- Possess advanced knowledge and experience with PC applications and operating systems, such as Microsoft Windows, Microsoft Office 365 applications, including but not limited to Word, Excel, Share Point, One Drive, and Outlook
- Possess general knowledge of web- based programs and cloud services
- Ability to master other software as needed

TOOLS AND EQUIPMENT USED

- | | |
|--|----------------|
| • Personal computer, including database, e-mail, spreadsheet and word processing software. | • Automobile |
| • Camera | • Calculator |
| • Smart phone & Tablet | • Copy machine |
| | • Fax machine |
| | • Telephone |

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms
- The employee must occasionally lift and/or move up to 25 pounds
- Specific vision or other powers of observation required by this job include close vision and the ability to adjust focus
- Specific hearing and speech or other communication capabilities required by this job include the ability to communicate effectively in person and over the telephone

WORK ENVIRONMENT

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions
- The noise level in the work environment is usually quiet
- Will be required to work outside and occasionally exposed to wet and/or humid conditions
- Occasionally works near moving mechanical parts
- May also be exposed to mildly disagreeable conditions while on construction sites, such as dust, dirt, fumes, heat, noise and poor ventilation

SELECTION GUIDELINES

- Acting Executive Directors are selected for short-term appointments to support continued operations while selection of a permanent Executive Director is completed
- Selection is largely based on the ability to provide leadership to the DDA Board, businesses in the DDA District and City Council and City Staff and demonstrate integrity in all actions
- The individual selected for Acting Executive Director may apply for the permanent Executive Director position following all relevant protocols in that recruitment process
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change

COMPENSATION

- If the position of Acting Executive Director is offered to an existing employee of the DDA:
 - The employee will receive a 10% salary bonus during the time they serve as Acting Executive Director and for 90 calendar days following the hiring of a permanent Executive Director
 - If that individual is selected during the recruitment process to serve as the permanent Executive Director, the salary bonus will end when they are appointed to that position by the DDA Board of Directors and the Ferndale City Council
 - If that individual does not apply, or is not selected, for the role of permanent Executive Director their employment cannot be terminated by the newly appointed Executive Director for a period of 90 calendar days without approval of the DDA Board of Directors
 - Any performance based or cost of living wage adjustments that are scheduled for that employee in their current position will be implemented, in addition to the salary bonus outlined herein:

As of July 1, 2023 Sommer Realy will be entitled to 4.5% increase in her current salary based on a 2% cost of living adjustment, and a 2.5% performance based raise, in alignment with City of Ferndale policy and her current performance review by Director Stevens.

- If the position of Acting Executive Director is offered to an individual who is not an existing employee of the DDA, the salary will be negotiated with the DDA Board of Directors with the assistance of the Ferndale Human Resources Department.

EMPLOYEE SIGNATURE

By signing below, I understand and accept the requirements, essential functions, and duties of the position.

Employee Name: _____ Date _____

Employee Signature: _____

DDA BOARD CHAIR SIGNATURE

By signing below, I acknowledge that the DDA Board of Directors voted to offer this position to the employee named above.

Chair Name: _____ Date _____

Chair Signature: _____