



**FERNDALE DDA
BOARD OF DIRECTORS MEETING
THURSDAY, AUGUST 10, 2017
8:00 A.M. Board Meeting**

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

AGENDA

- I. Call to Order
 - A. Roll Call
 - B. Dismissals
 - C. Consideration of Agenda
 - D. Consideration of Minutes: July 2017
- II. Consent Agenda
 - A. Staff/Committee Report
- III. Budget Report – 5 Year Budget History; Sheryl Stubblefield, Finance Director
- IV. Call to Audience (no more than 3 minutes per person – 15 min. total allotted)
- V. Community Reports
 - A. Chamber of Commerce
 - B. Ferndale Public Schools
- VI. Action Items
 - A. Executive Director’s Annual Evaluation
 - B. Executive Director’s Employment Agreement
- VII. **Presentation** – Oakland County
- VIII. Call to Committee Chairs, Board Members & Staff (not more than 3 minutes)
- IX. Adjournment

CALENDAR OF EVENTS

August

- 1st
Design Committee 6pm
- 2nd
Biz Dev Committee 5pm
- 3rd
Executive Committee 5pm
- 10th
DDA Board Meeting 8am
- 14th
City Council 7pm
- 17th
Get Reel 8:30pm
- 17th-19th
Dream Cruise
- 23rd
Promotions Committee 5pm
- 28th
City Council 7pm

September

- 4th
DDA Office Closed
Labor Day
- 5th
Design Committee 6pm
- 6th
Biz Dev Committee 5pm
- 7th
Executive Committee 5pm
- 9th
Green Cruise
- 11th
City Council 7pm
- 21st
Get Reel 7:30pm
- 22nd-24th
DIY
Funky Ferndale Art Fair
- 25th
City Council 7pm
- 27th
Promotions 5pm

October

- 3rd
Design Committee 6pm
- 4th
Biz Dev Committee 5pm
- 5th
Executive Committee 5pm
- 6th-8th
October & BBQ Festival
- 9th
City Council 7pm
- 12th
DDA Board Meeting 8am
- 19th
Fido Does Ferndale
- 23rd
City Council 7pm
- 25th
Promotions Committee 5pm
- 28th
Downtown Trick-or-Treat
Night

**FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
THURSDAY, JULY 13, 2017
8:00 A.M.
FERNDALE CITY HALL
300 E. 9 MILE
FERNDALE, MI 48220**

MINUTES

I. CALL TO ORDER

A. Roll Call 8:02 a.m.

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

DDA Board Members Absent: Blake Scheer and Mayor/Council

Staff Present: Barry Hicks, Cindy Willcock, Torri Buback

Guests: April Lynch, Kara Sokol, Sheryl Stubblefield and Jordan Twardy, City of Ferndale, Matt Zook, Ferndale Area Chamber, Anthony Morrow, Pulp Detroit, Carol Jackson, Ferndale Literacy Project

B. Dismissals: Dean Bach and Mayor/Council

C. Approval of Agenda

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

D. Approval of Minutes: April 2017

Motion by Director Smith, seconded by Director Scheer to approve the Minutes for March 2017 as presented. All Ayes, motion carries.

II. Consent Agenda

A. June 2017 Council Brief

B. Budget (handed out at meeting)

ED Hicks gave background on the Council Brief, noting it recaps events and echoes his recent Council presentation. Regarding the library millage, with the assistance of Chair Bach contact was made with DDA attorneys Howard & Howard work is being done on how debt obligations may qualify the DDA to capture at least part of the TIF during the length of the contract obligations, although an agreement with the library will probably still be required. A joint meeting to discuss design guidelines was held with the City, DDA and Planning Commission. He also noted that he sent out an email forwarded from the MDA regarding advocacy fundraising and recommended that the DDA make a contribution of \$250-\$500. Other items discussed were a recap of a conversation with the Executive Committee regarding employee contract proposed changes, including resetting dates to align with the fiscal year to make for greater ease with raises, budgeting, etc. This item can be further discussed in August or September. He has requested a tech visit from MSOC to focus on parking and a communication plan.

Motion by Director Smith, seconded by Director Raska to pull the Council Brief and Budget Report out of the Consent Agenda for discussion. All Ayes, motion carries.

Motion by Director Smith, seconded by Director Jacokes to receive the June 2017 Council Brief.

Discussion: Director Smith inquired as to when the Board would get a peek at the DDA strategic planning and ED Hicks explained that he was hoping to have something at this point, but is still working on it. Director Smith noted that she would like to see it before Council does, because she's going to get questions. She also asked for clarification on how much the DDA would be losing due to the change in legislation affecting the library millage and it was noted that for half the year it would be approximately \$25,000 and can then range from \$50,000 to \$75,000 per year.

All Ayes, Motion carries.

Motion by Director Smith, seconded by Director Scheer to accept the Budget Report.

Discussion: Director Smith noted that the property tax is significantly lower because of the decrease of the Headlee override and the decrease of library TIF, which the DDA doesn't know what is going to happen. The largest expenses are personnel and facilities maintenance, plus the DDA is dipping into reserves for **The dot**. Discussions on facilities maintenance have been ongoing and ED Hicks noted that the budget will be in the negative through 2020, depending on what happens with the library millage. Director Smith requested clarification on how far down the property tax capture was. City Manager Lynch stated that Finance Director Stubblefield can attend the August Board meeting and provide a 5 year history and answer any questions. Questions should be forwarded to ED Hicks who will forward them to FD Stubblefield at least two weeks before the August Board meeting. Director Hennes noted that to the point made earlier, if Worry Free/facilities maintenance is moved out of our budget or the work is given to the DPW, that would void the existing contract/obligation and potentially take the TIF back off the table. It doesn't appear that DPW assuming facilities maintenance for the DDA is moving forward at this time.

All Ayes, motion carries.

III. Call to Audience

Carol Jackson spoke on behalf of Jack Aronson and his foundation, The Artichoke Garlic Foundation. After selling Garden Fresh to Campbells, the Aronson's asked the schools what they could help fund and the superintendent suggested a literacy program to address those students coming into the district with no reading skills. The Ferndale Literacy Project has revamped a space with computers, a coffee bar, seating, etc. for students that want to read independently. A reading specialist was hired, along with supplying a lot of books. In its first year the program helped 45 students, with the schools identifying 100 for the coming year. The Foundation doesn't take in any money, it gives it out, and needs community support to help keep it going and to that end Jackson distributed information on donating. Director Cupples asked for an

electronic version, stating that it might make it more convenient for people to donate. Director Johnston noted that as a Ferndale Schools parent he goes in and reads to kids and has noticed a huge difference in reading skills, so this program is very helpful.

IV. Community Organization Reports

A. Chamber of Commerce

Matt Zook

New Chamber Executive Director Matt Zook introduced himself, noting that he had been here a little over 2 months and that he is very much focused on the Chamber being involved in the community and bringing the community and business together. Director/Chamber Chair Raska pointed out that Zook comes with previous Chamber as well as tourism experience and they are very happy to have him. Zook said among his ideas are putting together a restaurant association and a trade event for mead.

B. Ferndale School District

No report available. The district has hired a new Superintendent, Dania Bazzi who is scheduled to start on July 1.

V. Presentations

A. Construction Communication Strategy, Pulp Detroit

Anthony Morrow of Pulp presented part of the **Ferndale Forward** media kit. ED Hicks explained that a meeting was held with him, Morrow, City Manager April Lynch, City Director of Communications Kara Sokol and QM, the communications firm engaged by the city, in order to get all parties on the same page of a communication strategy for the upcoming project. August 2nd at 6:30 in Council Chambers the Planning Commission will meet to review the preliminary PUD documents, including the site plan. Work has begun in addressing construction worker parking with a few churches having been identified and Republic Parking has made suggestions as well. The valet services are also going forward and while Assistant City Manager Joe Gacioch is on paternity leave ED Hicks and Michael Lary will be talking to Star Trax who are helping set up a citywide valet system. Hicks noted that his goal is for that to be implemented a few months before construction begins. City Manager Lynch said that she believes the discussion was to begin the program during the Thanksgiving holiday. Logistics are also being worked out to address loading zones. While the communications plan is still being worked out, the DDA has launched the **Ferndale Forward** brand in its e-newsletter. The project will be known as **The dot**, although the **Ferndale Forward** brand is meant to carry beyond just that and be used for other downtown development projects, new art pieces and other ways to use that brand to tell a narrative of what's happening downtown. QM will be producing a brochure that the DDA will spearhead in getting that information out to the business community, while the City is working on how to get it out to residents. Hicks noted there are other things going onto the website, marketing in particular, and he'd like to see a map online that is artistic, creative and clickable and you will be able to see the projects, there will be a link to **The dot** (at this time he was not sure if that would be on parkferndale or another site). He is coordinating with the CED Department to get the information that is going to populate the map fields and also going to work on a **Ferndale Forward** brochure and an overall communication strategy, the content to be provided by QM, but that will take on the Downtown Ferndale brand.

Director of Communications Sokol provide additional into the role of QM, noting that the City is working with them to handle all communications for **The dot**, including all marketing and branding. The name is meant to be relatively short-lived and encompass this project only and will be phased out shortly after completion. She noted that the City has a communication plan flushed out on how to handle the residential plan and there will be a library of materials and those will be available to the DDA. There is a brochure specifically for business owners that encompasses all the resources they might need including there to go for assistances, what resources are available, etc. A second brochure will be for businesses to give to visitors and that will be higher level and include a large overarching view of what is happening and can be used as a resource piece for businesses to use for their customer base. All materials will link back to a micro site that lives off of the parkferndale website, but won't be parkferndale. Materials should be available by the end of July, with the site up in August and all materials printed by the first week in August. City Manager Lynch noted that as needs arise, we can work through QM to create more materials. ED Hicks explained that this team is meeting every other week. CM Lynch said the timeline goals are to have the discussion August 2nd at the Planning Commission, where the plans will most likely be 75% done, because the architects will want feedback in addition to the steering committee that has met with the PC, then there could be one more PC meeting and the project could go to Council in September, but to be safe 3 full meetings with the Planning Commission are being considered. Right now she feels the project is on track for a January 2018 groundbreaking. She also noted that the construction companies say it is better to start in January. She encouraged the Board to attend the August 2nd PC meeting at 6:30 and an email will be sent out through the DDA about the meeting.

Director Smith asked to have discussion about what **Ferndale Forward** is being used for and Pulp's Morrow noted that Pulp will be telling a story that can be told for the next few years if we want to continue to use the plan they have begun to put together, noting that what was handed out at the meeting didn't represent the finished plan, it is just more of a worksheet of what's the story we're going to tell and how it's going to be told. This information will go into a media kit for businesses, kind of a simplified, more concise version of the **How the West was One** plan. The plan will also have a messaging strategy for social media. Director Smith noted that she thinks there need to be some additions such as how we can help and it needs to be big, on its own page, something that will give ownership of the information to the businesses. She is also a fan of bullet points, maybe a section on "What happens when things go wrong", a schedule of construction, getting businesses together, community forums, round tables, and having all that pre-scheduled. She also requested a mobile friendly link with the information that she could include in every event she does. ED Hicks explained that was something that has been talked about, how to communicate during events and a meeting is scheduled for October to discuss this with the City Special Events Committee. Director Smith explained she was speaking about her in-store events and DofC Sokol said that **The dot** specific site will contain a mobile friendly link with that exact information. Smith also expressed concern about the potential of valet service ending at 9:00 when events might not end until 10. CM Lynch said that the valet program is considered a starting point and may very well end up different based on feedback.

Director Cupples said that in regards to constant feedback, having outreach business meetings once or twice a month should begin as early as September and a snort summary of the meetings should be sent to those that can't attend.

Director Hennes noted that he likes the opening paragraph of the Pulp plan, as it is much shorter and to the point.

Additional communication and marketing ideas were discussed such as bag stuffers, table tents, posters, printed to-go bags, yard signs for high traffic areas. Director Cupples inquired about a plan for media coverage and Sokol said there is a 9-month plan for residents and what ED Hicks has will be different. The next step will be to get together and look at how the communication plan for the business district will look. There are different opportunities for media interviews, invitations to events, soundbites etc. so that we stay in the media circuit.

B. Development on Troy Update (video)

Due to time constraints, Board was encouraged to view the video at their convenience.

VI. Call to Committee Chairs & Board Members & Staff

At the recommendation of acting-Chair Johnston, the viewing of the video was skipped in order to have a quorum for Call to Committee Chairs & Board & Staff.

ED Hicks stated the only other action item would be if the DDA wanted to make a donation to the MDA for advocacy a motion would be necessary. The money can be taken from the Printing & Publishing line item, and he suggests donating \$500 to the cause.

Motion by Director Hennes, seconded by Director Hennes to authorize the DDA Executive Director to make a donation of \$500 to the MDA. All Ayes, motion carries.

Director Hennes said that he purchased a bike from the Downtown Ferndale Bike Shop and had a discussion with the owner regarding the impact downtown events have on businesses and attending a Council meeting to discuss the impact the number and type of events has. Director Hennes stated that events need to add value to the City and the City needs to consider the impact on commercial businesses and what value that has. Perhaps other areas of Ferndale could benefit from hosting events and more discussion on this topic is needed. Director Cupples agreed, adding that she feels that for the next couple of years the City should stick with the more Ferndale-centric established events and not just let somebody plop things down anywhere. Director Smith had questions about event communications and who is responsible for communicating with businesses.

Operations Manager Willcock gave an update on DDA events, noting that the Art of the Cocktail raised approximately \$3,500, slightly under last year, but tickets sales were lower. However, the silent auction raised more than 20% more than the previous year. Get Reel Outdoor Movies on Vester launches July 20th with Disney's Moana. Pre-show entertainment (at no cost to the DDA) will be provided by Axis Music Academy and University of Detroit Mercy mascot Tommy Titan. Advertising opportunities are still available.

Director Johnston noted that Pig & Whiskey is this weekend and they have some paid positions available if anyone is interested or knows of anyone that is. He also requested that if anyone hears of any problems, please pass along his cell phone number.

Director Hennes noted that he has instructed all of his employees to keep time stamped punch-out slips for protection as some have been getting stopped by police when leaving work.

VII. Adjournment

Motion by Director Raska, seconded by Director Scheer to adjourn the meeting. All Ayes, meeting adjourned at 9:29 a.m.

August 2017

Consent Agenda

Sample Motions:

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

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

Committee Summaries

Business Development

- Discussed information gathered during most recent retention visits
- Attraction efforts and strategy discussion – Flaherty & Collins
- Update on The dot
- Communications strategy update; discussed idea to reach out to food and beverage vendors directly during construction rather than working with restaurant owners as they do not make the schedules for deliveries.
- Events – discussion of events that could take place during construction that would attract customers to downtown. Ideas included highlighting business sectors from the 2016 National Main Street report similar to “Healthy, Happy Ferndale.”
- Ideas for upcoming Tech Grants included applying funds to the completion of the communication strategy and updates to the 2012 Downtown Development Plan

Promotions

- Working out details of extra-curricular activities during the remaining Get Reel movies for 2017 – Ghostbusters and Pretty in Pink.
- Began working promotion ideas for October’s Fido Does Ferndale event
- Discussed ideas for business promotions throughout construction projects
- Staff is working with local media outlets on parking mitigation
- Working on new events in conjunction with Business Development Committee to highlight business sectors throughout construction of The dot

Design

- The Committee reviewed the first draft of Building Design Standards and comments were sent back to the City’s consultant for consideration and incorporation.

- Bus Shelters
 - Waiting on legal department at SMART
 - Next one will be “yoga” based
 - The DDA received a Community Foundation Grant for to assist with beatifying the bus shelter and other non-motorized transportation facilities.
- The Design Committee will be reaching out to the Ferndale Area Chamber of Commerce to discuss the Artwn Brand and how to jointly utilize it to provide public art updates throughout downtown Ferndale.
- Design Committee is working with DPW on having them updated.
- Arts Commission is working on finding another sponsor for pianos they would like to place around Downtown Ferndale, hopeful to have installation by the end of the month.
- Talked about ideas for new art on the wall and fence by Dino’s/J’s Penalty Box.

Informational Items

Outreach

- Business visits: Living Hair Lounge, M.C. ‘Wiches, Detroit Grand Tattoo Company, Smooth Vapes, First United Methodist, Zion Lutheran Church, Axle Brewing, Schramm’s Mead, Get Your Game On, Voyager, 3 Winks, J’s Penalty Box
- Partner Meetings: City of Ferndale, Ferndale Chamber of Commerce, Oakland County

Property & Business Development

- 415 W. Nine Mile – new office building being constructed next to the Planavon/W. Nine Mile public parking facility. The estimated date of completion is not available at this time.
- Ferndale Haus (former Save-A-Lot site) – Demolition is complete and utilities have been dug, connected and installed on site. The developer will be redeveloping Schiffer Park (adjacent to the project) and a design has been completed by the City’s consultants and shared with the DDA at this time – the Design Committee will Review. It is proposed that there will be over 100 residential units with some office/retail on the first floor. The project cost is estimated at approximately \$16 million Brownfield Credits estimated to be worth \$2.6 million have now been approved by City Council.
- 409 on Nine (former Ferndale Area Chamber of Commerce Location) – Plans have been approved by the Appearance Review Committee, Planning Commission, and City Council. Demolition and Building plans have been submitted at this time and the site is being fenced off in preparation for demolition. Wolf River Development is proposing the construction of 100 new, market rate residential housing units. The project cost is estimated at approximately \$15 million .
- 165 E. Nine Mile (former church) – to be a mixed-use development by Northstar Properties. No plans have been submitted at this time.
- St. James Church – approximately 100 proposed senior housing units proposed. Plans have been approved by Appearance Review, Planning Commission, and City Council. Demolition plans are approved and demolition began in April/May 2017. Building plans have not been submitted at this time.

New Businesses/Expansions/Retention

- New Businesses – 3 Winks
- Outgoing Businesses – Southern Belle’s Bistro

Projects

- Library Millage – Howard & Howard Attorneys in Royal Oak have been assigned the task of drafting language for an agreement between the DDA and Library to allow DDA to continue to capture TIF revenues.
- Budget – The City’s Finance Director will be providing a 5-year look-back at the DDA Budget.
- Schiffer Park – the Executive Director is working with the Developer at Ferndale Haus on plans for Schiffer Park’s redevelopment. Work on the building is underway and development plans for the park should be finalized this year with construction beginning as soon as the development is near completion next year.
- Building Design Ordinance Revisions – see above under ‘Design Committee.’ Executive Director is working on new language with City’s consultant for a revised draft.
- DDA Staff is working with Arts & Cultural Commission and Ferndale Area Chamber of Commerce on potential future ArtTown projects to refresh art in downtown.
- Incentives Committee – the Executive Director is working with City on revising their Incentives Policy
- Downtown Development Plan – Staff will begin taking inventory in the fall of downtown capital assets in preparation for a Downtown Neighborhood Plan that will be completed through the CED Department; information can be used for DDA to update Development plan at a later date.

Administrative

- Mailchimp is in the process of having the email lists updated to reflect current email addresses.
- The Executive Director worked with Main Street Oakland County on board member training.
- Oakland County Main Street would like to consider adding a new Tier of membership to the program and has asked Ferndale’s Executive Director to assist with developing the program further.
- All DDA staff have completed self-evaluations for the 2016-17 year. The Executive Director will be going over evaluations with staff and recommending Employment Agreement Amendments in accordance with the approved FY17-18 budget.
- Executive Director is working on an Executive Report per request of the City Manager for City Council. This will summarize DDA activities throughout the year. All Department Directors are being asked to submit these reports.

The ‘dot’

- The City’s consultant, Q+M, has completed a draft communication plan. The Executive Director will be meeting with the Communications Department to plan next steps for roll-out of the plan.
- City is working with Engineers to complete bid documents which should be available in August or September.
- City Attorney is working with StarTrax on finalizing language for contract to run valet services during construction.

08/08/2017

BUDGET REPORT FOR CITY OF FERNDALE
Calculations as of 06/30/2017

GL NUMBER	DESCRIPTION	2012-13 Activity	2013-14 Activity	2014-15 Activity	2015-16 Activity	2016-17 Activity Thru 6/30/17	2016-17 Amended Budget	2017-18 Dept. Req. Budget
Dept 000-General								
ESTIMATED REVENUES								
248-000-402.000	Property taxes	496,526	512,104	475,117	467,987	457,843	453,300	418,400
248-000-402.005	Property Taxes - Loss in Change of PPT				30,618			
248-000-403.100	Property Tax Chargebacks			12,604	12,203	8,636	(1,000)	
248-000-404.000	Voted Property taxes	60,651	56,367	53,803	55,785	56,209	57,000	56,000
248-000-523.000	Federal grant		24,000					
248-000-545.000	State grant							3,000
248-000-550.010	State PPT Loss Reimbursement			30,618				
248-000-610.000	Participation fees	250	370	200			2,500	
248-000-665.000	Interest income	6,117	8,563	9,928	18,435		1,000	
248-000-675.000	Contributions	130,401	72,918	59,738	19,813	18,359	25,000	25,000
248-000-675.500	Contributions - DDA - Public Art					4,925	500	1,000
248-000-698.000	Net unrealized gains	(18,090)	2,302	(57)	13,550			
248-000-699.661	Transfer In from Motor Pool		7,753					
248-000-699.677	Transfer In from HR Fund		3,622					
TOTAL ESTIMATED REVENUES		675,855	687,999	641,951	618,391	545,972	538,300	503,400
APPROPRIATIONS								
248-000-706.000	Full Time Personnel	94,224	100,630	118,948	97,385	127,083	144,518	151,744
248-000-707.000	Part-Time Personnel	9,133	10,276	8,243	12,461			
248-000-709.000	Overtime		236					
248-000-715.000	Social Security		224	9,325	8,284	9,603	11,056	11,608
248-000-716.100	Health Insurance			16,971	20,399	11,766	16,785	17,624
248-000-716.110	Health Insurance - EE Contribution					(1,072)	(2,238)	(2,350)
248-000-717.000	Life Insurance - EE			97	112	196	211	211
248-000-718.000	Pension- ICMA-RC 401		102	5,540	3,618	8,683	10,116	10,622
248-000-719.000	Fringe Benefits	35,017	38,723					
248-000-725.000	Workers Compensation			760	736	704	850	850
248-000-730.000	Postage, Mail processing	1,085	313	92		48	500	500
248-000-740.000	Operating Supplies	34,898	41,811	37,264	22,280	33,283	24,000	25,000
248-000-747.000	Grant Activity	3,095						3,000
248-000-752.000	Motor Fuel / Lubricants							1,000
248-000-775.000	Repair & Maintenance	2,056	880	2,082	1,083	495		1,000

GL NUMBER	DESCRIPTION	2012-13 Activity	2013-14 Activity	2014-15 Activity	2015-16 Activity	2016-17 Activity Thru 6/30/17	2016-17 Amended Budget	2017-18 Dept. Req. Budget
248-000-802.000	Audit/Actuarial Fees	1,000	1,000	1,000	1,000		1,000	1,000
248-000-818.000	Contractual Services	158,962	54,421	47,236	68,095	22,519	26,500	28,000
248-000-853.000	Phone/Communications	2,386	3,232	4,596	2,156	951	2,200	
248-000-853.116	Telecom - Cell Phone EE Reimb.						1,950	2,340
248-000-873.000	Training/Education	17,566	6,895	12,067	2,328	2,351	10,000	15,000
248-000-885.000	Special programs	60,666	72,963	50,600	26,882	19,231	30,000	30,000
248-000-900.000	Printing & Publishing	26,640	13,858	20,053	4,444	752	10,000	10,000
248-000-914.000	Liability Insurance	100					1,800	1,800
248-000-920.000	Utilities	20,001	17,735	16,431	12,585	10,261	12,000	7,600
248-000-931.000	Facilities Maintenance	138,882	126,430	121,912	141,062	137,595	142,000	144,000
248-000-940.200	Equipment Leases - Non-City owned						200	
248-000-942.000	Building Rental	24,000	25,251	27,479	20,840	1,018	2,500	1,800
248-000-943.000	Equip Rental Alloc - General Fund	6,575	5,596	3,901	1,579	948	1,632	1,800
248-000-956.000	Miscellaneous					263	2,800	102,800
248-000-958.000	Memberships & Dues	900	725	1,525	2,045	1,000	3,000	3,500
248-000-961.101	General Fund Admin Allocation						14,422	16,852
248-000-968.000	Depreciation Expense			42,652	23,495			
248-000-970.000	Bad Debt	6,232	10,858					
248-000-974.000	Public Improvements	19,833	24,279			10,820	10,820	18,000
248-000-977.000	Capital Outlay		10,989	5,191				5,000
TOTAL APPROPRIATIONS		663,251	567,427	553,965	472,869	398,498	478,622	610,301
NET OF REVENUES/APPROPRIATIONS - 000-General		12,604	120,572	87,986	145,522	147,474	59,678	(106,901)
ESTIMATED REVENUES - FUND 248		675,855	687,999	641,951	618,391	545,972	538,300	503,400
APPROPRIATIONS - FUND 248		663,251	567,427	553,965	472,869	398,498	478,622	610,301
NET OF REVENUES/APPROPRIATIONS - FUND 248		12,604	120,572	87,986	145,522	147,474	59,678	(106,901)
BEGINNING FUND BALANCE		255,894	268,497	389,071	652,312	797,831	797,831	945,305
FUND BALANCE ADJUSTMENTS				175,255				
ENDING FUND BALANCE		268,498	389,069	652,312	797,834	945,305	857,509	838,404



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 08/09/2017
Re: 2017 Executive Director Performance Evaluation

Attached is the Executive Director's Performance Evaluation for the 2016-17 year. Evaluations are given annually and used to align with the Executive Director's hire date of October 19th. Evaluations and merit increases will be evaluated on an annual basis to align with the City of Ferndale's Fiscal Year running from July 1st through June 30th of each year. This change is also reflected in the proposed amended Employment Agreement with the Executive Director.

Recommended Action

To accept the Executive Director's Performance Evaluation and enter the record in to their personnel file.

Employee Evaluation & Work Plan

Employee: Hicks, Barry
Current Position: Executive Director
Evaluation Period: October 19, 2016 – August 9, 2017

Statement of Duties

The Downtown Development Authority (DDA) Executive Director is responsible for managing the DDA's goals, as defined by the board of directors. The Director is an advocate for the DDA District and acts as liaison to businesses, property owners, governmental officials and staff, community organizations and others. Duties will encompass a variety of tasks determined by the DDA Board with a primary focus on economic revitalization of the Central Business District.

Evaluation of Essential Duties

1. Leading and managing the development of short- and long-range DDA plans; aligning plans with city's master plan and sustainability plans
 - *Created and maintains DDA's current Strategic Plan based on input directly from the DDA Board of Directors, DDA Committee Volunteers, and City Council*
 - *Worked collaboratively with the City through 2016-17 Master Plan Update*
 - *Worked collaboratively with the City through City Council Annual Goals and Initiatives*
2. Leading the DDA on matters affecting the District, such as large-scale development, transit, general direction, and City relationship building
 - *Maintains regular contact (2 meetings per month) with the Office of the City Manager to coordinate joint-efforts between City & DDA*
 - *Works collaboratively with the Community & Economic Development Director to establish common community development goals & objectives.*
3. 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
 - *Record keeping & grant files*
 - *Creates and monitors annual budget (see more under Item #6)*
 - *Maintains applications and reporting for all Tech Grants through Main Street Oakland County*
 - *Maintenance of BUILD grants – delegated to Administrative Assistant*

- *Preparation of reports: The Executive Director prepares all agendas for monthly meetings and consults with the Executive Committee prior to the Board Meeting; all budget reports, memos, and staff reports are prepared by the Executive Director; correspondence is received by the Executive Director.*
 - *The Executive Director assures meetings are run in compliance with the Open Meetings Act of Michigan and that the Board of Directors follows Robert's Rules of Order during Board Meetings.*
 - *Minutes of each meeting are recorded by the Operations Manager or Administrative Assistant and reviewed by the Executive Director prior to the meeting.*
4. Delegating activities, responsibilities and authority as necessary and desirable to staff, contractors and vendors while retaining responsibility and accountability for performance
- *Delegation and Expectations of Staff (primary – not all-inclusive):*
 - *Operations Manager: Event Coordination, working with DPW to assure regular maintenance items are addressed, preparation of DDA Board minutes, and social media updates.*
 - *Administrative Assistant: Office administrative functions such as answering phones, responding to customer inquiries, recording expenses, maintain databases (such as business listings, photograph library, and active email recipients), prepare and distribute eNews, and general record keeping.*
 - *Delegation to Contractors*
 - *Worry-Free: Responsible for most of the downtown maintenance such as maintaining vegetation/flowers, picking up trash, cleaning excessive dirt or debris, and overall general cleanliness*
 - *Pulp Detroit: Assistance with communication plan and press pack for Ferndale Forward brand and website updates/maintenance*
 - *Bold Technologies: responsible for computer file back-up and server maintenance*
 - *AdviCoach: Moderator for Annual Strategic Planning Sessions*
5. Managing and coordinating all marketing and promotional materials
- *Ferndale Forward – the Executive Director is responsible for coordinating all updates with ongoing projects and telling the narrative of what is happening around downtown. Pulp Detroit provides professional assistance to the Executive*

Director for this item. New promotional materials are currently being created for a communication plan/media kit.

- *Social Media is maintained by all DDA staff members. The Executive Director posts all content pertaining to partnerships or events with partners, educational series for business owners, or community updates; The Operations Manager is responsible for posting all content pertaining to DDA events/local business promotions and Throwback Thursdays; The Administrative Assistant is responsible for graphics and photos.*
6. Developing and preparing budget—overseeing and approving expenditures, preparing financial reports in compliance and direction from the Board of Directors
- *The Executive Director prepares an annual budget for consideration and adoption by the DDA Board of Directors and City Council. An annual presentation is made to City Council to explain the DDA Budget.*
 - *The Administrative Assistant is responsible for entering and coding all invoices and the Executive Director reviews and approves all expenses.*
 - *The Executive Director prepares Budget Reports for the DDA Board of Directors for each of their meetings.*
7. Procuring revenue enhancements through grant writing, events and sponsorships
- *Currently, the DDA hosts one event that raises funds for public art – Art of the Cocktail (Approximately \$3,500 was raised in 2017).*
 - *The DDA received a Tech Grant worth \$5,000 in 2016 and will be receiving another one worth the same in 2017 through Oakland County Main Street. The Executive Director applied for these grants*
 - *\$1,000 was awarded to the DDA for ‘The Bus Stops Here’ public art program; this assignment was delegated to the Operations Manager.*
 - *Additional events/fundraisers are not planned for the future as the DDA Board of Directors indicated there was no interest in adding more events to the DDA’s schedule.*
8. Coordinating promotional events and activities to attract people to the downtown district
- *The DDA currently coordinates 9 annual events to attract people to the downtown district.*

- *The DDA works with the Ferndale Area Chamber of Commerce to promote ribbon cuttings and networking events for businesses throughout the year.*
 - *Additionally, the DDA hosted the first of a series of events focused on specific business sectors based on information received through a report prepared by the National Main Street Program in November 2016.*
9. Developing and overseeing a Business Retention & Expansion (BR&E) program to help businesses stay, grow, and become more committed to the downtown and Ferndale community
- *Since the beginning of 2016, the Executive Director established a BR&E program through the Business Development Committee. To date, over 70 businesses have been visited by DDA volunteers or staff, 40 of which the Executive Director personally visited.*
 - *Communication efforts about the BR&E Program have been enhanced by:*
 - *Having the Administrative Assistance calling businesses to gauge interest in receiving a visit from the DDA*
 - *Working with collaborative partners at Michigan Works! and the BUILD Institute Detroit to provide substantive materials about programs that may be of interest to the businesses that are visited.*
 - *Following-up and creating a system to track progress of the BR&E (Quickbase which was established by the ED in early 2016)*
 - *The Executive Director also established the 'Business Spotlight' program to place an emphasis on the existing businesses and to give them a face-to-a-name to make the unique small businesses we have more personable to the public.*
 - *Efforts to attract businesses have been limited as they have not been necessary. Businesses usually contact the DDA expressing interest in locating in the City. They typically find the DDA through an internet or social media search.*
 - *For larger scale development the DDA works collaboratively with the City's Community and Economic Development Director and Oakland County to meet developers interested in investing in developments that would typically cost well over \$5 million.*
10. 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

- *Please see Item #9*
 - *In addition, the Executive Director has found face-to-face conversations to be the most effective form of communication with business owners. This has led to several ad-hoc conversations, which have become easier over time as business owners know who he is when they see him walking down the street. They typically discuss what is happening at the City and discuss what issues they might currently be having. The Executive Director forwards any concerns to the appropriate Department Head or City Manager at the City to follow-up.*
11. Assisting in site selection information and other resources for prospective businesses interested in moving to or growing in the DDA districts
- *Executive Director is responsible for meeting with prospective business owners and connecting them with city and community resources.*
 - *An inventory is maintained on the DDA's website, however, it is often out-of-date very quickly as tenants can change fast. There are three real-estate professionals on the Business Development Committee that assist with keeping the Executive Director apprised of which properties are changing hands and what is or will be available.*
 - *Brochures are kept in the DDA Office for distribution to prospective businesses; additionally, many resources are linked off the DDA website or Facebook page as they become available.*
12. Developing and implementing programs and procedures regarding business recruitment, retention and expansion—activities may include working with area brokers, cold calling prospective businesses, acting as an advocate and counselor to prospective businesses (including walking them through the City of Ferndale development process) and suggesting incentive programs for the DDA for formalization to entice business recruitment and retention
- *Real-estate professionals currently participate on the Business Development Committee and assist with keeping the DDA up to date on the latest property transactions.*
 - *The Executive Director attends various events to meet prospective developers.*
 - *The Executive Director has meet with all of the developers for major projects (\$1 million and up) currently happening in downtown and worked with the Community Development Department to walk them through all required permits and approvals.*

- *Presently, DDA administers a BUILD Grant program to improve building façades and spends approximately \$15,000 per year on an average of three projects.*
 - *The DDA does not offer other direct financial incentives, nor is it recommended at this time to do so due to budget constraints. The Executive Director is an expert in other State of Michigan incentives such as brownfields, OPRA's, and other tax credits that are useful to developers. The Executive Director sits on the City's Incentive Committee and makes recommendations regarding these types of tools to entice investment in the community.*
 - *See #9 regarding business retention.*
13. Developing excellent working relationships with City staff, DDA Board, City Council and other community partners
- *The Executive Director has meet with every City Council members and key City Staff (City Manager and Department Head's) to coordinate efforts and assure the DDA is following best practices that align with the City's Strategic Goals and Objectives.*
 - *See Item #1 under the next section titled "Evaluation of Peripheral Duties" regarding working with partners.*
14. Serving as liaison between the local government and the chamber of commerce, merchants associations, redevelopment agencies and other public, private or nonprofit groups and associations interested in downtown development
- *See Item #1 under the next section titled "Evaluation of Peripheral Duties" regarding working with partners.*
 - *In addition, the Executive Director has direct contact with the Michigan Economic Development Corporation to discuss community assistance opportunities through the State of Michigan.*
15. Responsible for managing and maintaining the quality of all grounds, public right of ways, and infrastructure located within the DDA district
- *This is accomplished through a public/private partnerships. The DDA's contractor, Worry-Free is primarily responsible for downtown maintenance (see item #4).*
 - *The DDA reports incidents to the Department of Public Works, Community & Economic Development Department, Ferndale Police Department, and Ferndale Fire Department to be addressed as needed.*

Evaluation of Peripheral Duties

1. Making presentations to officials, boards, commissions, civic groups and the general public
 - *The Executive Director attends meetings on behalf of the DDA Board of Directors including but not limited to City Council, Planning Commission, the City's Incentives Committee, Appearance Review, The Small Business Council; The Ferndale Area Chamber of Commerce, Ferndale Arts and Cultural Commission, and Ferndale Public Schools.*
 - *Represented the DDA by attending or speaking at several special events including but not limited to the Atlanta Alliance for Innovation, Emerging Local Government Leaders, the National Main Street Conference, several Oakland County trainings or networking events/awards ceremonies throughout the year, and the Michigan Downtown Association Conference.*
2. Maintaining a level of knowledge about local, state and federal legislation and regulations relating to downtown development
 - *Follows state reporting and auditing requirements and works with City's Finance Director to assure compliance with all regulations.*
 - *Followed legislation and maintained knowledge that pertains to the DDA's ability to capture local library millages.*

Attending professional development workshops and conferences to keep updated on trends and developments in the field of downtown development

- *Maintains a membership with the Michigan Downtown Association, American Planning Association, Michigan Planning Association, Michigan Municipal League, and Emerging Local Government Leaders.*
 - *These organizations cover a wide-variety of topics from transportation, placemaking, grant opportunities, communication strategies, marketing, leadership training, advocacy, law, and how local governments operate.*
3. Attending important city/DDA functions, events, etc. (State of the City, business openings, groundbreaking ceremonies, etc.)
 - *Helped organize collaborative DDA/City Events such as the State of the City Address, the Small Business Council, parking meetings throughout the year, and attend such events as the Ferndale Area Chamber of Commerce Annual Gala.*
 - *Attends DDA events such as Art of the Cocktail and Small Business Saturday.*

- *Attends new business openings and helps the Ferndale Area Chamber of Commerce promote ribbon cuttings.*

City Council Goals & Objectives

Economic Development

- B.5 Downtown, Woodward & 9 Mile Rd construction design requirements. i.e. Two story minimum/multipurpose use, etc.
 - a. Mainly addressed via Master Plan and associated action items.
 - b. Staff will coordinate with DDA to ensure alignment with strategic goals.
 - c. Early action item that has been identified is to work towards codifying DDA design guidelines as part of city ordinance.

- B.7 Collaborative efforts on economic development– convene a working group between the DDA, City, Chamber of Commerce, Public Schools and MI Works to evaluate and assess what’s working with our economic development, small business and entrepreneurial services.
 - a. CED will convene this working group and leverage the Ferndale Small Business Collaborative as a potential vehicle for this effort. Status update will be provided in Jan 2017.
 - b. DDA up to this point has been convening stakeholder group as members are available on a monthly/semi-monthly basis to catch up.

- B.7.a Identify where we can better leverage resources similar to Detroit’s BIZ GRID <http://detroitbizgrid.com/#aboutbizgrid> and improve services for our local community.
 - a. CED will convene this working group and leverage the Ferndale Small Business Collaborative as a potential vehicle for this effort. Status update will be provided in Jan 2017.
 - b. DDA’s Business Development Committee is working on Retention Visit program which includes identifying resources and providing information to downtown business owners when visiting.
 - c. Online Resource pages have been updated and are revised periodically.

- B.7.b Investigate how we partner with existing and current entrepreneurial programs with Detroit partners and Oakland County.
- a. CED will convene this working group and leverage the Ferndale Small Business Collaborative as a potential vehicle for this effort. Status update will be provided in Jan 2017.
 - b. DDA has regular contract with Oakland County and has acquired one tech grant for \$5,000 for business attraction efforts and has also helped a businesses with a façade improvement design assistance.
 - c. DDA refers businesses to Detroit Partners (such as the BUILD Institute) as needed
- B.7.c How can we innovate between these two major resources to better benefit the City and surrounding communities?
- a. CED will convene this working group and leverage the Ferndale Small Business Collaborative as a potential vehicle for this effort. Status update will be provided in Jan 2017.
- B.8 Walk Ferndale– a program to encourage walking and bicycling in the community. Both the City and the DDA website highlight parking (a service demand) however it’s not the only amenity that people seek where they live, work and visit. The City has two webpages (Visiting and Parking & Transportation) but only offers parking. If we are serious about walking, biking and support transit, then how do we capitalize on all these assets, in addition to or not, in the shadow of parking services? This program could entail how to encourage bicyclists’ o bike on the street (especially 9 Mile) instead of the sidewalks.
- a. Park Ferndale website launched in 2016 to illustrate the proximity advantage for Ferndale amenities.
 - b. UoFM students are currently developing education and data gathering tools for Ferndale Moves.
 - c. Staff will issue a progress report update in Jan 2017 after receiving UoFM findings. Parking deck initiative also sets wayfinding signage as a priority – via Master Plan. Wayfinding signage will be increased and streamlined.
 - d. DDA and Communications Director partnered to roll-out some bike-safety signs and social media
 - e. DDA partners with Parks & Rec, Police, and Rotary Club to bring an event to downtown Ferndale to promote bike riding and safety.
- B.10 Target Market Analysis (TMA) collaboration with the DDA for retail and housing (MLUP).

- a. Completed in 2015 as part of Master Land Use Plan Update. DDA also completed a retail analysis in 2013.
- b. DDA is working with the National Main Street program to develop a plan to attract more retail.
- c. DDA has group coming to Ferndale to review market analysis work and recommend retailer attraction strategy.
- d. Ongoing: DDA & CED are researching and re-writing building design guidelines to encourage walk-ability and mixed-use.

B.11 Address Livernois and 9 Mile intersection.

- a. Staff will facilitate meeting before Jan 1, 2017 with engineering team to address W. 9 Mile/Livernois intersection as part of planned improvements for 2018.
- b. Ferndale Moves Task Force will meet prior to end of 2017 to finalize and affirm a plan for 9 Mile/Livernois intersection to allow its incorporation into the 2017 program.

B.12 Strategy to target office and density.

- a. Staff will coordinate with DDA and Parking Team to ensure incorporation into new deck and build out a strategy from there. Priority one will be getting the deck done and have office space included.
- b. Ongoing: DDA & CED are researching and re-writing building design guidelines to encourage walk-ability and mixed-use.

B.13 Redevelopment of Vester.

- a. DPW applied for an Oakland County grant in Aug 2016 with award expected.
- b. CED will convene Ferndale Moves Team and DDA on al implementation plan for the grant within one month of reward notice.
- c. DDA Design Committee has already started brainstorming ideas for physical look of the street and tie-in to surrounding area.

B.14 Continued Preparation of Mass Transit on Woodward & 8 Mile Rd.

- a. Currently awaiting results of Nov 2016 RTA vote.
- b. Continuing participation in Woodward Steering Committee.

- c. Pursuing shuttle service between Ferndale, Detroit and the Detroit Zoo. Bike lane proposal for Woodward was submitted by CED to CIP.

Energy & Sustainability

H.3 Develop a strategic parking improvement plan.

- a. CM and DDA have partnered on various parking improvement activities such as construction of a parking deck, shuttle services, residential parking permits, and concentric parking.
- b. CM and DDA will continue to work together on these efforts as well as on media campaigns to communicate parking opportunities throughout the changes to the parking system. Each plan will be individual and focused on specific tasks throughout implementation.

Workplan – Milestones

1. Branding & Communication

- Communication Strategy – complete and begin implementation of a communication strategy/press pack to communicate the DDA’s message
- Ferndale Forward – create print and web content to deliver narrative about all projects happening in downtown Ferndale (both Private and Public)

2. Business Resource

- Retention Visits – revisit or reach out to all 60 businesses in the immediate vicinity of The Development on Troy
- Welcome Packet/Resources – create a welcome packet for new businesses and reach out to every new business owner
- Events during construction – Create events (preferably quarterly) throughout 2018 to highlight business sectors with a focus on retail and services during construction
- Hold monthly meetings in 2018 to discuss construction updates with businesses

3. Downtown Ferndale Experience

- Finish Building Design Standards – work with City CED Department to complete ordinance revisions for building design standards/form-based codes in the central business district
- Asset – create an inventory all public infrastructure and capital outlay projects owned by the DDA
- ArtTown – work with the Chamber of Commerce and Arts and Cultural Commission to install and implement at least one public art installation to reinvigorate the ArtTown brand

4. Volunteer Base & Organization

- Consider revising this initiative during next strategic planning session – potential to revise to something such as “best practices” or “budget/fiscal responsibility”

5. Data & Plan Driven

- Strategic Planning – update Strategic Plan in January of 2018
- Asset – create an inventory all public infrastructure and capital outlay projects owned by the DDA
- Advocate for funding to update the 2012 Downtown Development Plan



MEMO

To: DDA Board of Directors
From: Barry Hicks, Ferndale DDA Executive Director
CC: none
Date: 08/09/2017
Re: **Executive Director Amended Employment Agreement**

The proposed Amended Employment Agreement with the Executive Director includes several updates to the terms and conditions of the Executive Director's Employment with the Ferndale Downtown Development Authority. The proposed language attached is reflective of review and modifications suggested by the Executive Committee during their August 3, 2017 meeting.

Modifications to the contract language include the following:

- Date changes for annual contract terms – currently the Executive Director's contract runs from October 19th through October 18th of each year. This would reset the annual contract to run as follows:
 - 2017-18 would run August 13th, 2017 through June 30th, 2018.
 - Following years would run the same as the City's Fiscal Year which is July 1st through June 30th of each year.
 - The proposed contract extends the length which was originally set to expire October 18th, 2018 to June 30th, 2022.
- Compensation and benefits
 - The Executive Director would receive a 5% raise effective August 13, 2017. Current Salary is \$70,000 annually paid in regular installments in accordance with the City of Ferndale policies. This would increase the annual salary to \$73,500.
**A 5% raise was included in the approved FY17-18 DDA Budget for all DDA Employees and is being recommended for all DDA Employees this year.*
 - After this year, there would be 2% raises annually on July 1st of each year, subject to a satisfactory performance evaluation.
**A 3% raise was included in the approved projected FY18-20 DDA Budget for all DDA Employees after this year and 2% each year thereafter. This contract*

reflects the approved budget with 1% less in the proposed salary increase in FY18-19.

- Additional increases in compensation or benefits would have to be negotiated before the expiration of this agreement, which is June 30th, 2022.
- Personal Time may be carried forward from one year to another with approval from the Chairman or Executive Committee.
- Reimbursement – language was added to reflect that the Executive Director can be reimbursed for any expenses incurred on behalf of conducting business for the DDA. This includes reimbursement for cell phone usage. While this has been a standard practice in the past, it was recommended by The City of Ferndale Human Resources Department to align with other Non-Union City Employees contract language.

The language states the DDA will follow City of Ferndale policy with regard to these matters. If the City's policy regarding reimbursement changes, DDA Employees would be subject to those changes.

**Please note that cell phone reimbursements have been standard for all DDA Employees and are included in the DDA's approved annual budget. Similar language will be added to all employee contracts.*

- Severance
 - The original language stated the DDA Executive Director was eligible to receive up to three months of severance pay upon termination with no other benefit. The modified language states that the DDA Executive Director would also receive health insurance benefits during this period.
 - The DDA Executive Director would also receive compensation for any unused Combined Time Off (CTO) upon termination.
- Time Off
 - The DDA Executive Director currently receives 25 days of CTO per year. This would remain the same for the current year and increase to 30 days of CTO beginning July 1, 2018 and would reset every year with no carry-over (unless approved by the Executive Committee).
 - The unused portion of CTO currently in the Executive Director's bank would carry over at this time.
 - Language was added that stated if the Executive Director requested more than 10 consecutive CTO days in a row that the Executive Committee would have to approve the time off.
 - Language was modified to include days translated into hours to make tracking time align with the City of Ferndale tracking methods through the Human Resources Department.

Recommended Action

To approve the amended Employment Agreement with the DDA Executive Director subject to minor modification as recommended by the City of Ferndale's Human Resources Director for effectuation.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “*Agreement*”) is made as of September 21, 2015 but effective as of October 19, 2015, by and between FERNDALE DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan non-profit corporation (the “*Authority*”) and BARRY HICKS (the “*Director*”). The Authority and the Director are sometimes referred to herein jointly as the “Parties” or individually as “Party.”

Recitals

A. The Authority and the Director mutually desire to enter into a contract of employment.

B. This Agreement shall supersede any other prior employment or consulting arrangement and/or agreement that the Director had with the Authority.

C. The Authority is engaged in the business of managing development opportunities and promoting economic growth in specifically defined geographic territories located in Downtown Ferndale, Michigan (the “*Business*”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Employment.** The Authority shall employ the Director, and the Director accepts employment with the Authority, upon the terms and conditions set forth in this Agreement for the period beginning October 19, 2015 (the “*Effective Date*”) and continuing until ended as provided in Section 4.5 (the “*Employment Period*”).

2. **Position and Duties.**

2.1 During the Employment Period, the Director shall serve as, and have the title of, the Executive Director of the Authority and shall have those duties, responsibilities and authority, subject to the direction of the Authority Board of Directors, as described on Exhibit A (the “*Board*”).

2.2 The Director shall report to the Authority Board of Directors and shall devote his best efforts and substantially all of his active business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Authority. The Director shall perform his duties and responsibilities to the best of his abilities in a diligent and professional manner.

2.3 The foregoing restrictions shall not limit or prohibit the Director from engaging in passive investment, inactive business ventures and community, charitable and social activities not directly or indirectly interfering with the Director’s performance and obligations hereunder.

3. Compensation and Benefits.

3.1 During the Employment Period, the Director's salary will be Sixty-Seven Thousand and 00/100 Dollars (\$67,000.00) starting October 19, 2015 and increasing to Seventy Thousand and 00/100 Dollars (\$70,000.00) on or about October 19, 2016, subject to a satisfactory review and approval by the Authority ("**Base Salary**"). ~~If the Authority fails to provide an evaluation by October 19, 2017 the Director will receive an automatic cost of living raise as determined by the Consumer Price Index. Beginning August 13, 2017, the Director's salary will increase to Seventy Thousand, Five-Hundred dollars and 00/100 (\$73,500.00) annually. The Director will receive a 2% increase in their annual salary effective July 1 of each year effective through June 30, 2022, at which time raises will be renegotiated. Annual salary increases will be subject to satisfactory review by the Executive Committee.~~ The Director's salary, and such other compensation, if any, shall be payable in regular installments in accordance with the Authority's general payroll practices.

3.2 In addition, during the Employment Period, the Director shall be entitled to participate in the employee benefit programs identified on Exhibit B attached hereto and by this reference incorporated herein.

3.3 During the Employment Period, the Director shall be entitled to personal time off as describe in Exhibit B. The Director may not carry forward any unused personal time into subsequent years unless approved by the Chairman or the majority of the Executive Committee of the Authority.

4. Expense Reimbursement.

4.1. The Authority shall pay or reimburse the Director for any reasonable expenses incurred in any one (1) month by them on behalf of the Authority in the performance of their duties during their employment with the Authority; provided that he/she shall submit to the Authority all documentation of such expenses necessary for tax purposes and comply with such guidelines regarding expenses as the Authority may from time-to-time establish.

4.2. The Authority shall reimburse the Director for usage of their personal mobile phone in accordance with City of Ferndale policy.

5. Term and Termination.

5.1 General. The Employment Period shall commence on the Effective Date and shall continue for a ~~three-seven~~ (37) year period (the "**Term**") unless earlier terminated as provided below. The Parties understand and agree that the Director's employment by the Authority is on an "at-will" basis and may be terminated at any time by the Authority with or without cause and with our without notice. In the event of resignation, the Director shall give the Authority at least thirty (30) days' prior written notice. The last day on which Director is employed by the Authority, whether separation is voluntary or involuntary, with or without Cause (as defined below), or by expiration of the Employment Term, is referred to as the "**Termination Date.**"

5.2 Severance. The Parties agree that in the event the Director's employment is terminated by the Authority for any reason other than for Cause prior to the expiration of the first

full year of his employment as Director, then he shall receive severance pay in an amount equal to one (1) month's salary. If the Director's employment is terminated by the Authority for any reason other than for Cause after the first full year of his employment as Director, then he shall receive severance pay in an amount equal to three months of salary. If the Director's employment is terminated by the Authority for any reason other than for Cause after August 13, 2017, then he shall receive severance pay in an amount equal to three full months of salary. The Director will continue to receive employment benefits provided by the Authority (as provided in Exhibit B) for three full months after termination. The Director shall be eligible to receive unemployment benefits from the Authority. In the event the Authority terminates Director's employment for cause, then he shall not receive any severance or other forms of compensation. The Parties understand and agree that the Director's entitlement to severance, if at all, is governed by this Agreement only, and is not available through any City of Ferndale or Authority policy or practice.

5.3 Definitions.

(a) Cause. For purposes of this Agreement, "**Cause**" means:

(i) Negligence, recklessness or willful misconduct by the Director in the performance of his duties;

(ii) a conviction of or a plea of guilty or nolo contendere by the Director to a misdemeanor involving fraud, embezzlement, theft, other financial dishonesty or moral turpitude, or to a felony;

(iii) (1) a material breach by the Director of this Agreement; or
(2) a material breach by the Director of any other agreement or contract with the Authority;
or

(iv) the Director has violated state or federal law, or Authority policy or expectations relating to the workplace environment (including, without limitation, actions relating to sexual harassment or age, sex or other recognized prohibited forms of discrimination).

6. **Work Rules/Policies.** The Parties understand and agree that those work rules and policies contained in the City of Ferndale Employee Handbook, as changed from time to time, are equally applicable to the Director. However, except as permitted by the Authority, all compensation and benefits to which the Director is entitled are limited to those contained in this Agreement only and not the City of Ferndale Employee Handbook or any other document.

7. **Payments Upon Termination.**

7.1 No Other Benefits. Except as otherwise required by law (e.g., COBRA) or as specifically provided herein, all of the Director's rights to salary, severance, fringe benefits and bonuses hereunder (if any) shall cease upon the Termination Date. Any notice or payments to which the Director is entitled pursuant to the Worker Adjustment and Retraining Notification Act (WARN) or any similar statute shall be offset by any notice provided or severance payable pursuant to this Agreement. All payments of the Base Salary and employment benefits (as provided in Exhibit B) as severance shall be made periodically in the same amounts and at the

same intervals during the applicable period as if the Employment Period had not ended and the Base Salary and Employment Benefits otherwise continued to be paid. The Director's salary, severance, employment benefits and bonuses hereunder (if any) shall cease upon three months after the termination date. Any notice or payments to which the Director is entitled pursuant to the Worker Adjustment and Retraining Notification Act (WARN) or any similar statute shall be offset by any notice provided or severance payable pursuant to this Agreement.

7-17.2 Combined Time Off. The Director shall be compensated for any remaining Combined Time Off (CTO) in his bank on the termination date. A one-time payment will be made by the Authority to the Director for the remaining amount of unused CTO hours at the Directors hourly rate on the date of termination.

8. **Representations, Warranties and Additional Covenants of the Director.** The Director hereby represents and warrants to the Authority that: (a) the execution, delivery and performance of this Agreement by the Director does not and shall not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which the Director is a party or any judgment, order or decree to which the Director is subject, (b) the Director is not a party to or bound by any employment agreement, consulting agreement, noncompete agreement, confidentiality agreement or similar agreement with any other person or entity, and (c) upon the execution and delivery of this Agreement by the Authority and the Director, this Agreement will be a valid and binding obligation of the Director, enforceable in accordance with its terms.

9. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing, in each case as follows:

If to the Director, to:



If to the Authority, to:

DDA Chairperson
300 E. Nine Mile
Ferndale, MI 48220

or such other address as the recipient Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication shall be deemed to have been delivered and received (a) when delivered, if personally delivered, sent by telecopier or sent by overnight courier, and (b) on the third (3rd) business day following the date posted, if sent by mail.

10. **General Provisions.**

10.1 **Severability.** It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be

ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.2 Construction. The Authority and the Director have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Authority and the Director and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement

10.3 Complete Agreement. This Agreement and those documents expressly referred to herein (including, but not limited to, the schedules, annexes and exhibits (in their executed form) attached hereto) constitute the entire agreement among the Parties and supersede any prior correspondence or documents evidencing negotiations between the Parties, whether written or oral, and any and all understandings, agreements or representations by or among the Parties, whether written or oral, that may have related in any way to the subject matter of this Agreement.

10.4 Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Director and the Authority and their respective successors, assigns, heirs, representatives and estate; provided, however, that the rights and obligations of the Director under this Agreement shall not be assigned. The Authority may: (a) assign any or all of its respective rights and interests hereunder to one or more of its entities directly or indirectly controlled by the Authority, the City of Ferndale, or any of its agencies or departments (each an “*Affiliate*”, or collectively, the “*Affiliates*”), (b) designate one or more of its Affiliates to perform its respective obligations hereunder (in any or all of which cases the Authority nonetheless shall remain responsible for the performance of all of their obligations hereunder), and (c) merge any of the Affiliates with or into the Authority (or vice versa). The rights of the Authority hereunder are enforceable by its Affiliates, who are the intended third party beneficiaries hereof.

10.5 Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any contrary choice of law or conflicting provision or rule (whether of the State of Michigan or any other jurisdiction), that would cause the laws of any jurisdiction other than the State of Michigan to be applied.

10.6 Jurisdiction and Venue.

(a) The Authority and the Director hereby irrevocably and unconditionally submit, for themselves and their property, to the non-exclusive jurisdiction of any Michigan state court in Oakland County or federal court of the United States of America sitting in the Eastern District of Michigan and any appellate court from any thereof, in any action or

proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and the Authority and the Director hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in any such Michigan state court in Oakland County or, to the extent permitted by law, in such federal court. The Authority and the Director irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The Authority and the Director agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Director agrees not to commence a claim or proceeding hereunder in a court other than a Michigan state court in Oakland County, except if the Director has first brought such claim or proceeding in such Michigan state court or federal court located in the Eastern District of Michigan, and such court or courts have denied jurisdiction over such claim or proceeding.

(b) The Authority and the Director irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Michigan state court in the County of Oakland or federal court of the United States of America sitting in the Eastern District of Michigan and any appellate court from any thereof.

(c) The Parties further agree that the mailing by certified or registered mail, return receipt requested to both (x) the other Party and (y) counsel for the other Party (or such substitute counsel as such Party may have given written notice of prior to the date of such mailing), of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by law. Notwithstanding the foregoing, if and to the extent that a court holds such means to be unenforceable, each of the Parties' respective counsel (as referred to above) shall be deemed to have been designated agent for service of process on behalf of its respective client, and any service upon such respective counsel effected in a manner which is permitted by Michigan law shall constitute valid and lawful service of process against the applicable Party.

10.7 Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Authority and the Director, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

10.8 Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.10 Withholding of Taxes. The Authority may deduct and withhold from the compensation payable to Director hereunder or otherwise, any and all applicable federal, state, and

local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Authority under applicable statute or regulation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement as of the date first written above.

AUTHORITY:

FERNDALE DOWNTOWN
DEVELOPMENT AUTHORITY

DEAN BACH, CHAIRPERSON

DIRECTOR:

BARRY J. HICKS

EXHIBIT A

DUTIES AND RESPONSIBILITIES

**Downtown Development Authority Executive Director
Classification Code:**

Department: Downtown Development Authority
Union: Not Applicable, Nonunion position
Classification: FLSA Exempt (Administrative)

GENERAL STATEMENT OF DUTIES

The Downtown Development Authority (DDA) Executive Director is responsible for managing the DDA's goals, as defined by the board of directors. The Director is an advocate for the DDA District and acts as liaison to businesses, property owners, governmental officials and staff, community organizations and others. Duties will encompass a variety of tasks determined by the DDA Board with a primary focus on economic revitalization of the Central Business District.

SUPERVISION RECEIVED

Work is performed under the general supervision of the DDA Board of Directors.

SUPERVISION EXERCISED

Supervises the Operations Manager, part-time staff and all contractors hired by the DDA.

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).

- Leading and managing the development of short- and long-range DDA plans; aligning plans with city's master plan and sustainability plans
- Leading the DDA on matters affecting the District, such as large-scale development, transit, general direction, and City relationship building
- 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
- Managing and coordinating all marketing and promotional materials
- Developing and preparing budget—overseeing and approving expenditures, preparing financial reports in compliance and direction from the Board of Directors
- Procuring revenue enhancements through grant writing, events and sponsorships
- Coordinating promotional events and activities to attract people to the downtown district

- Developing and overseeing a Business Retention & Expansion (BR&E) program to help businesses stay, grow, and become more committed to the downtown and Ferndale community
- 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
- Assisting in site selection information and other resources for prospective businesses interested in moving to or growing in the DDA districts
- Developing and implementing programs and procedures regarding business recruitment, retention and expansion—activities may include working with area brokers, cold calling prospective businesses, acting as an advocate and counselor to prospective businesses (including waking them through the City of Ferndale development process) and suggesting incentive programs for the DDA for formalization to entice business recruitment and retention
- Developing excellent working relationships with City staff, DDA Board, City Council and other community partners
- Serving as liaison between the local government and the chamber of commerce, merchants associations, redevelopment agencies and other public, private or nonprofit groups and associations interested in downtown development
- Responsible for managing and maintaining the quality of all grounds, public right of ways, and infrastructure located within the DDA district
- Any other duty and/or responsibility reasonably necessary to carry out the purposes of the 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
- Maintaining a level of knowledge about local, state and federal legislation and regulations relating to downtown development
- 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 from an accredited college or university with major course work in business or public administration, marketing or a closely related field; and
- A Master of Public Administration degree from a NASPAA-accredited program is preferred; and

- Five years of administrative experience in the same or related field with time spent in as many areas as possible of marketing, economic development, grant writing, community planning and public relations
- Any equivalent combination of education and progressively responsible experience, with additional work experience substituting for the required education on a year for year basis

Necessary Knowledge, Skills and Abilities:

- Knowledge of basic laws, ordinances and regulations affecting the operation of municipal government
- Knowledge of governmental budgeting and record-keeping practices and principles
- 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
- Extensive writing and editing experience (externally focused) with a variety of print and online communications media; must have demonstrated experience with new media technologies
- Basic knowledge of policy analysis concepts and measurement techniques
- Knowledge of municipal and/or downtown development methods, practices and procedures
- Innovative thinker with a track record for translating strategic thinking into action plans and output
- A passion for progress and continuing improvement
- 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 demonstrate integrity, ingenuity and inventiveness in the performance of duties and responsibilities
- 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 keep immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems
- 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 ability to obtain one

TOOLS AND EQUIPMENT USED

- Personal computer including database, e-mail, spreadsheet and word processing software
- Smartphone/Tablet – mobile computing & communications concepts
- Automobile
- Calculator
- Copy machine
- Phone

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 hear, sit, stand, talk, walk and visit other locations. The employee is frequently required to use arms and hands to feel, grasp, handle and reach to adjust and operate computer and production equipment. The employee is occasionally required to balance, bend, climb, crawl, crouch, kneel and stoop. The employee is occasionally required to manipulate (lift, carry, move, etc.) up to 50 pounds.
- Specific vision or other powers of observation required by this job include the ability to use close vision to operate computer and production equipment; comprehend electronic, video and written material at arm's length or less (distinguish letters and numbers); adjust focus; and see in detail objects or printed material at greater than arm's length.
- Specific hearing and speech or other communication capabilities required by this job include the ability to communicate effectively in person and via 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 while in the office, and moderately loud when in the field. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

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.

Supervisor: DDA Board of Directors Appointing Authority: DDA Board of Directors Effective Date: August 1, 2015

EXHIBIT B

EMPLOYEE BENEFITS PROGRAMS

Pension, subject to change:

- 401 (a) ICMA 7% Contribution by DDA, 3% Contribution Employee
(50% Vested at 3 years, 75% Vested after 4 years, 100% after 5 years)
- 457 (b) ICMA Deferred Comp. Voluntary Employee Contribution
- ROTH IRA Voluntary Contribution

Health Care, Dental, Vision and Hospital Waivers will be the same as all non-union employees of the City of Ferndale. At the time of the contract they are as follows and may change subject to the discretion of City Council. Subject to future change, the benefits are currently:

Health Care:

- Community Blue 4 80%/20% Co Insurance
- \$30 Office Visit/Urgent
- \$150 Emergency Room Co pay
- \$5/\$40/\$80 Drug Card
- Employee is responsible of 20% of monthly premium
 - Single: Approximately \$45 per pay
 - Couple: Approximately \$68 per pay
 - Family: Approximately \$90 per pay

Dental: BCBS Community Dental 3 -100/75/75 Co-pay
\$1,100 Max

Vision: BCBS Blue Vision 24/24/24 \$5 co-pay for exam \$10 co pay glasses or contacts
One exam and one pair of glasses or contacts in any 24 consecutive months

Hospital Waiver: Employees may choose to take a waiver if they have health care from somewhere else. Employee must show proof of coverage

- Single: \$1,200
- Couple \$3,000
- Family \$4,000

Flexible Spending: Employee Contribution up to \$2,500

AFLAC: Voluntary supplemental Insurance

Life Insurance \$40,000 Life AD&D Benefit

Holidays: 13 Paid Holidays (Same as City, and subject to change by the City)

Combined Time Off (CTO):

- Year 1: 20 days (160 hours)
- Year 2: 25 days (200 hours)
- August 13, 2017 thru June 30, 2018: 25 days (200 hours) plus the remaining number of days currently in the Director's CTO banked hours (13 days [104 hours] as of August 13, 2017)
- Beginning July 1, 2018: 30 days (240 hours) per year, resetting on July 1 of each year (unless carry-over is approved in accordance with Section 3.3 of The Agreement)

The Executive Committee must approve the Executive Director's use of more than 10 consecutive days (80 hours) of CTO.

The DDA will provide a provide a monthly/yearly parking pass for the downtown area for easier access during events, visits and drop offs.