

IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY
150 N. MAIN STREET
IMLAY CITY, MI 48444

REGULAR MEETING APRIL 10, 2023
5:35 P.M.

Joi Kempf, Mayor
Walter Barga, Chair
Justin Shattuck, Vice-Chair
Kim Jorgenson, Secretary-Treasurer

Kelly Villanueva, Board Member
Stu Davis, Board Member
Ray Krakowski, Board Member

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PUBLIC PARTICIPATION
6. APPROVAL OF MINUTES
Regular Meeting, March 13, 2023
7. FINANCIAL REPORTS – March 2023
 - a. DDA Expenditure Report
 - b. Balance Sheet
 - c. Check Register Report
8. **OLD BUSINESS**
 - a. Façade Grant Confirmation – IC Strikes 270 S. Cedar Street
 - b. Summer Concert Series Update
 - c. Hometown Hero's Banners
9. **NEW BUSINESS**
 - a. 2023 Streetscape Bid Review
 - b. Façade Grant Application – Dr. Young 110 W. Third Street
 - c. Façade Application Proposed Updates
 - d. Social Media Policy
 - e. DDA 3rd QTR Budget Amendments
 - f. DDA By-Laws Review
 - g. Goals & Objectives Meeting
 - h. Downtown Light Pole Flags
10. EXECUTIVE DIRECTOR'S REPORT
11. BOARD MEMBER COMMENTS
12. ADJOURNMENT

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
03/02/2023	TRI	82121	FRONTIER	PHONE 2/22/2023 - 3/21/2023	853.000	705.00	51.89
03/09/2023	TRI	82140	DANA WALKER	CONSULTANT SERVICES 2/23/2023 - 3/07/2	818.000	705.00	2,080.00
03/09/2023	TRI	82142	DTE ENERGY	ELECTRIC- CITY	921.000	705.00	1,181.97
				ELECTRIC- CITY	921.000	705.00	1,226.82
				ELECTRIC- CITY	921.000	705.00	43.62
				CHECK TRI 82142 TOTAL FOR FUND 248:			<u>2,452.41</u>
03/09/2023	TRI	82145	MITTEL	2/20/2023 - 3/19/2023	853.000	705.00	4.72
03/09/2023	TRI	82148	OUTFRONT	BILLBOARD 3/27/2023-4/23/2023	880.000	705.00	735.00
03/09/2023	TRI	82149	RICOH USA, INC.	COPIER -	956.000	705.00	34.21
03/09/2023	TRI	82154	VIEW NEWSPAPER GROUP	DDA DIRECTORY EMPLOYMENT	741.000	705.00	117.00
03/16/2023	TRI	82175	PAGE ONE INC.	ENVELOPES AND SPRING NEWSLETTER	727.000	705.00	34.19
03/16/2023	TRI	82180	STAPLES	MISC OFFICE SUPPLIES	727.000	705.00	4.23
03/23/2023	TRI	82189	CITY OF IMLAY CITY	WATER BILL 150 BANCROFT	924.000	265.00	94.40
03/23/2023	TRI	82192	DANA WALKER	CONSULTANT SERVICES DDA	818.000	705.00	1,267.50
03/23/2023	TRI	82207	DTE ENERGY	ELECTRIC- DDA	921.000	705.00	27.77
03/23/2023	TRI	82208	DTE ENERGY	ELECTRIC- DDA SIGN	921.000	705.00	17.00
03/23/2023	TRI	82212	DTE ENERGY	ELECTRIC- 120 MAIN DDA	921.000	705.00	250.07
03/23/2023	TRI	82232	STAPLES	PAPER AND INDEX MARKERS	727.000	705.00	44.64
03/23/2023	TRI	82238	WELLS FARGO VENDOR	BILLING 2/26/2023 - 3/25/2023	956.000	705.00	26.95
03/24/2023	TRI	82241	BOTANAS EL PAIZA	FACADE GRANT 234 E THIRD	973.000	705.00	5,000.00
03/24/2023	TRI	82243	THE PRINT SHOP	DDA BILLBOARD FILE AND DESIGN	880.000	705.00	100.00
03/28/2023	TRI	82262	PAGE ONE INC.	DDA BUSINESS CARDS	727.000	705.00	15.00
				Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORI			12,356.98

PERIOD ENDING 03/31/2023

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 03/31/2023	ACTIVITY FOR MONTH 03/31/2023	AVAILABLE BALANCE	% BDGT USED
				INCREASE (DECREASE)	(ABNORMAL)	

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY

Revenues						
Dept 000.000 - REVENUE						
248-000.000-402.000	TAX REVENUE	280,000.00	302,298.94	0.00	(22,298.94)	107.96
248-000.000-549.412	GRANT REVENUE	2,000.00	0.00	0.00	2,000.00	0.00
248-000.000-550.000	ART IN THE ROUGH REVENUE	0.00	1,143.25	0.00	(1,143.25)	100.00
248-000.000-560.000	WINTER PLAYGROUND	1,500.00	230.00	0.00	1,270.00	15.33
248-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APP	13,000.00	12,241.04	0.00	758.96	94.16
248-000.000-665.000	INTEREST INCOME	0.00	1.14	0.00	(1.14)	100.00
248-000.000-667.000	RENTAL INCOME	1,500.00	4,750.00	0.00	(3,250.00)	316.67
248-000.000-675.001	ROTARY PARK DONATIONS	500.00	0.00	0.00	500.00	0.00
248-000.000-675.500	FARMERS MARKET REVENUE	3,000.00	3,594.50	0.00	(594.50)	119.82
248-000.000-675.600	DDA CONCERT SERIES	500.00	10.00	0.00	490.00	2.00
248-000.000-675.800	BRICK PAVERS/BENCHES	100.00	30.00	0.00	70.00	30.00
248-000.000-675.880	COMMUNITY PROMOTION REIMBURSEMENT	4,000.00	2,260.00	0.00	1,740.00	56.50
248-000.000-677.000	OTHER REIMBURSEMENTS	500.00	120.00	0.00	380.00	24.00
Total Dept 000.000 - REVENUE		306,600.00	326,678.87	0.00	(20,078.87)	106.55

TOTAL REVENUES

Expenditures						
Dept 265.000 - BUILDING MAINTENANCE						
248-265.000-830.000	LIABILITY INSURANCE	215.00	0.00	0.00	215.00	0.00
248-265.000-921.000	ELECTRICITY	800.00	831.54	0.00	(31.54)	103.94
248-265.000-923.000	HEAT	500.00	366.40	0.00	133.60	73.28
248-265.000-924.000	WATER & SEWER CHARGES	350.00	373.96	94.40	(23.96)	106.85
248-265.000-930.000	MISCELLANEOUS REPAIRS & MAINT	2,500.00	31.50	0.00	2,468.50	1.26
248-265.000-956.000	MISCELLANEOUS	2,000.00	1,288.73	0.00	711.27	64.44
Total Dept 265.000 - BUILDING MAINTENANCE		6,365.00	2,892.13	94.40	3,472.87	45.44

Dept 705.000 - UNALLOCATED ACTIVITY						
248-705.000-703.000	WAGES & SALARIES	42,000.00	24,475.21	590.62	17,524.79	58.27
248-705.000-706.000	HOURLY WAGES	17,000.00	6,996.50	0.00	10,003.50	41.16
248-705.000-710.000	BONUS PAY	1,000.00	1,000.00	0.00	0.00	100.00
248-705.000-714.000	OPTICAL INSURANCE	785.43	785.43	0.00	0.00	100.00
248-705.000-715.000	SOCIAL SECURITY	4,500.00	3,038.27	45.18	1,461.73	67.52
248-705.000-716.000	HEALTH INSURANCE	3,714.57	2,153.90	0.00	1,560.67	57.99
248-705.000-717.000	LIFE/DISABILITY INS	750.00	376.25	0.00	373.75	50.17
248-705.000-718.000	RETIREMENT AND OPER	2,300.00	956.37	19.20	41.58	41.58
248-705.000-721.000	PTO/VACATION PAY-OUT	2,300.00	4,790.59	0.00	(790.59)	119.76
248-705.000-727.000	OFFICE SUPPLIES	4,000.00	992.84	98.06	(292.84)	141.83
248-705.000-730.000	POSTAGE	700.00	41.58	0.00	358.42	10.40
248-705.000-740.000	OPERATING SUPPLIES	250.00	70.89	0.00	179.11	28.36
248-705.000-741.000	ADVERTISING	10,000.00	1,588.00	117.00	8,412.00	15.88
248-705.000-807.000	AUDIT FEES	1,500.00	779.76	0.00	720.24	51.98
248-705.000-815.000	DUES/MEMBERSHIPS	1,500.00	756.66	0.00	743.34	50.44
248-705.000-817.000	CONSULTING FEES	500.00	350.00	0.00	150.00	70.00
248-705.000-818.000	CONTRACTED SERVICES	0.00	6,695.00	3,347.50	(6,695.00)	100.00
248-705.000-826.000	LEGAL SERVICES	500.00	0.00	0.00	500.00	0.00
248-705.000-830.000	LIABILITY INSURANCE	200.00	167.68	0.00	32.32	83.84
248-705.000-831.000	WORKERS COMPENSATION	400.00	203.26	0.00	196.74	50.82
248-705.000-853.000	TELEPHONE EXPENSES	1,200.00	805.09	56.61	394.91	67.09
248-705.000-860.000	TRANSPORTATION & CONFERENCES	892.77	215.62	0.00	677.15	24.15
248-705.000-880.000	COMMUNITY PROMOTION	16,000.00	17,672.06	835.00	(1,672.06)	110.45

PERIOD ENDING 03/31/2023

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL	03/31/2023	(ABNORMAL)	MONTH 03/31/2023	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY										
Expenditures										
248-705.000-921.000	ELECTRICITY	30,000.00		24,781.11		2,747.25		5,218.89		82.60
248-705.000-923.000	HEAT	400.00		0.00		0.00		400.00		0.00
248-705.000-930.000	MISCELLANEOUS REPAIRS & MAINT	3,509.86		9,839.86		0.00		(6,330.00)		280.35
248-705.000-931.000	STREETS/CAPE MAINTENANCE	47,000.00		74,132.71		0.00		(27,132.71)		157.73
248-705.000-956.000	MISCELLANEOUS	5,597.37		6,223.20		61.16		(625.83)		111.18
248-705.000-958.000	ADMINISTRATIVE/TRANSFER TO	35,000.00		35,000.00		0.00		0.00		100.00
248-705.000-973.000	DEVELOPMENT COSTS-UNALLOCATED	20,000.00		17,118.14		5,000.00		2,881.86		85.59
248-705.000-973.002	LEASES	1,000.00		0.00		0.00		1,000.00		0.00
248-705.000-973.005	DDA WORKSHOP EXPENSES	800.00		0.00		0.00		800.00		0.00
248-705.000-973.006	DDA CONCERT SERIES EXP	10,000.00		10,275.21		0.00		(275.21)		102.75
248-705.000-973.008	BRICK/BENCH EXPENSE	100.00		14.00		0.00		86.00		14.00
248-705.000-973.100	LAPPEER DEVELOPMENT CORPORATIO	6,250.00		0.00		0.00		6,250.00		0.00
248-705.000-973.300	FARMERS MARKET EXPENSE	7,750.00		7,070.56		0.00		679.44		91.23
248-705.000-973.550	ART IN THE ROUGH EXPENSE	6,000.00		4,898.30		0.00		1,101.70		81.64
248-705.000-973.560	WINTER PLAYGROUND	2,500.00		2,091.43		0.00		408.57		83.66
248-705.000-975.000	CAPITAL OUTLAY	14,235.00		10,500.00		0.00		3,735.00		73.76

Total Dept 705.000 - UNALLOCATED ACTIVITY 300,235.00 276,855.48 12,917.58 23,379.52 92.21

TOTAL EXPENDITURES 306,600.00 279,747.61 13,011.98 26,852.39 91.24

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:
 TOTAL REVENUES 306,600.00 326,678.87 0.00 (20,078.87) 106.55
 TOTAL EXPENDITURES 306,600.00 279,747.61 13,011.98 26,852.39 91.24
 NET OF REVENUES & EXPENDITURES 0.00 46,931.26 (13,011.98) (46,931.26) 100.00

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.200	CASH - CHECKING ACCOUNT	316,639.93
248-000.000-001.210	CASH - CHECKING DDA	17,264.97
248-000.000-101.000	PREPAID - ASSET	1,143.97
Total Assets		335,048.87
*** Liabilities ***		
248-000.000-200.100	WAGES PAYABLE	2,290.88
248-000.000-202.000	ACCOUNTS PAYABLE	13,625.30
Total Liabilities		15,916.18
*** Fund Balance ***		
248-000.000-390.000	FUND BALANCE	272,201.43
Total Fund Balance		272,201.43
Beginning Fund Balance		272,201.43
Net of Revenues VS Expenditures		46,931.26
Ending Fund Balance		319,132.69
Total Liabilities And Fund Balance		335,048.87

**IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY**

Regular Meeting
March 13, 2023

MEETING MINUTES

A regular meeting of the Downtown Development Authority was held on Monday March 13, 2023 at the Imlay City Hall, 150 North Main Street, Imlay City MI 48444.

1. CALL TO ORDER

Chairman Bargaen called the meeting to order at 5:35 pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL – Interim DDA Director Walker called the roll:

Present: Walter Bargaen, Kim Jorgensen, Kelly Villanueva, Justin Shattuck, Ray Krakowski

Absent: Mayor Joi Kempf, Stu Davis

Also Present: Dana Walker, Interim DDA Director, Christine Malzahn, Incoming DDA Director

4. APPROVAL OF AGENDA

MOTION by Shattuck, support by Krakowski to approve the agenda with the addition of New Business item 9g. FARMERS MARKET

All in Favor 5 / Nays 0 - **MOTION UNANIMOUSLY CARRIED**

5. PUBLIC PARTICIPATION – none present

6. APPROVAL OF MINUTES

Regular Meeting February 13, 2023, Special Meeting February 28, 2023

MOTION by Krakowski, support by Shattuck to approve the minutes as presented

All in Favor 5 / Nays 0 - **MOTION UNANIMOUSLY CARRIED**

7. FINANCIAL REPORTS – February 2023

a. DDA Expenditure Report

b. Balance Sheet

c. Check Register Report

Walker reviewed the DDA financials as presented.

8. OLD BUSINESS

a. Director of the City DDA update

Walker provided an update on the hiring of new DDA Director Malzahn, reported that Malzahn was present for a few hours today to review and prepare for tonight's meeting. Malzahn will report for full-time work schedule on Monday March 20th.

NO BOARD ACTION TAKEN

b. Façade Grant 234 E. Third Street update

Walker reported having received insurance documentation for the installation of new windows at the property, Board discussed whether a licensed contractor was a requirement for approval of the façade grant per Board policy.

MOTION by Shattuck, support by Krakowski to approve the Façade Grant Request with Insurance documentation as guarantee of liability.

Roll Call: AYES - Shattuck, Krakowski, Bargaen, Jorgensen, Villanueva. NAYS – none

MOTION CARRIES UNANIMOUSLY

c. Update of 3 parcels (Old DPW, Old Fire, Old Sign Shop)

1.) Proposal by Preservation Forward in regard to Old Sign Shop

Walker presented an update on City business regarding the Old Sign Shop as it relates to the RFP the LD has created. Walker reported the poor conditions evident upon entering the premises and the Lapeer Development Corporation the building will need significant rehab to be usable. Upon Walker's request, Preservation Forward submitted a proposal for services to have Jessica Flores prepare a report on rehab possibilities with approximate cost calculations along with possible grant funding options. Walker recommended that the Board approve the scope of work included in the proposal as a plan B option for the property pending the results of the RFP if a purchase agreement could not be reached with the City.

MOTION by Villanueva, to approve the expenditure of \$2625.00 for the scope of work included in the proposal.

MOTION FAILS DUE TO LACK OF SUPPORT

9. NEW BUSINESS

a. 2023 Streetscape contract and bid process

Board discussed the scope of work done last year in resolving previous issues of over-mulching. Walker reminded the Board that there was no contract for the work performed in 2022 and no formal bid process was executed. Per Board policy, Walker recommended that a 2023 Streetscape RFP be issued for the upcoming season.

MOTION by Villanueva, support by Jorgenson requesting that the DDA Director issue an updated Streetscape RFP.

All in Favor 5 / Nays 0 - **MOTION UNANIMOUSLY CARRIED**

b. 2023 Tree Lighting Contract bid process

Walker noted to the Board that 2022 Holiday Lighting Contract expired in February 2023 without an option to extend the agreement. Per Board policy, Walker recommended that a 2023 Holiday Lighting RFP be issued for the upcoming season(s).

MOTION by Shattuck, support by Villanueva requesting that the DDA Director issue an updated Tree Lighting RFP.

All in Favor 5 / Nays 0 - **MOTION UNANIMOUSLY CARRIED**

c. 2023 Irrigation Contract extension to Aqua Turf

Walker noted the option to extend the current vendor contract with Aqua Turf for 2023 season and that no bid process would be necessary, unless the Board wanted to entertain other options.

MOTION by Krakowski, support by Villanueva to extend the current contract an additional year to Aqua Turf.

Roll Call: AYES - Shattuck, Krakowski, Bargaen, Jorgensen, Villanueva. NAYS – none

MOTION CARRIES UNANIMOUSLY

d. DDA proposed budget FY 2023-2024

Walker presented a balanced draft budget which includes total estimated revenues of \$324,500 (\$290,000 in TIF tax capture and the balance from Lapeer County, rents and events). Total appropriations are in the amount of \$324,500, which includes an increase in salaries (\$44,000) and benefits (\$22,000) to the new director. The Board reviewed other proposed changes and discussed use of PY Fund Balance.

MOTION by Krakowski, support by Villanueva to approve the FY 2023-2024 Budget as presented with minor changes requested by Clerk Sawicki. DDA Director to submit it for review to City Council at their budget workshop on March 20, 2023.

Roll Call: AYES - Shattuck, Krakowski, Bargaen, Jorgensen, Villanueva. NAYS – none

MOTION CARRIES UNANIMOUSLY

e. Suggested 2023-24 DDA projects and review of Development Plan

Walker led discussion based on the current TIF plan. The plan includes an extensive list of public improvements, promotions/marketing, business recruitment and retention, as well as real estate. Walker encouraged the Board to meet at a work session to refine the list and prioritize some of the items so that progress can be measured at a six-month review of the new Director. Other proposed development plan ideas included use of PY fund balance as a budget amendment for Streetscape, since that time is currently over-budget, light replacement long M-53, landscaping on M-53 under the railroad crossing, repave/strip parking areas on Third and Almont Ave, Depot Drive resurfacing, removal of existing brick pavers along Third Avenue with stamped concrete replacement, additional streetscape improvements, work with PD to prohibit Jake braking by large trucks along M-53.

NO BOARD ACTION TAKEN

f. Example of Work Plan/Committee Goals

Walker presented a MainStreet organization model that has been adopted by Ortonville for Board consideration. This approach uses four pillars to help categorizes and prioritize goals. She recommends that the Board work with the new Director using this model.

NO BOARD ACTION TAKEN

g. Farmers Market

Walker presented a job description for a Farmer’s Market Manager & Promotions Assistant. Scope of work to include assisting the DDA Director in managing the weekly market and creating marketing/promotional materials. The proposed position will be up to 18 hours per week during the months of June, July, August with additional seasonal work from May-October.

MOTION by Shattuck, support by Jorgensen to publish the employment opportunity up to \$14 per hour.

Roll Call: AYES - Shattuck, Krakowski, Bargaen, Jorgensen, Villanueva. NAYS – none

MOTION CARRIES UNANIMOUSLY

10. INTERIM DIRECTORS REPORT

Walker presented her report for March 2023. Highlights include the search for the new DDA Director, submitting the FY 23-24 budget, attending the open house for Hannan House and hosting the ribbon cutting, worked on filling remaining billboard spots, worked with LDC and EGLE with the 3 City parcels, reviewed Imlay City’s Redevelopment Ready Community Status, City’s Master Plan and Zoning Ordinances, communication with Preservation Forward, met with landscape company from 2022 to discuss future Streetscape projects, reviewed 20223 Concert Series, budget and talent lineup.

11. BOARD MEMBER COMMENTS

Board member Shuttuck discussed his research on Placemaking, he would like to see this Board work in this direction. Also mentioned was a new possible candidate to fill one of two vacancies on the Board.

12. ADJOURNMENT

MOTION by Krakowski, support by Jorgenson to adjourn the meeting at 7:15pm

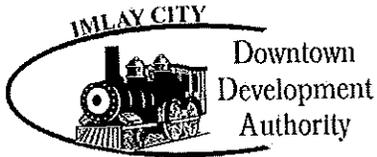
All in Favor 5 / Nays 0 - **MOTION UNANIMOUSLY CARRIED**

Next Regular DDA Board meeting date: Monday April 10, 2023 at 5:30 PM

Respectfully submitted by: _____
Christine Malzahn, DDA Executive Director

APPROVED:

CITY COMMISSION APPROVED:



AGENDA ITEM OB 8a: Façade Grant Confirmation IC Strikes 270 S. Cedar Street

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The meeting minutes do not reflect a roll call vote the agenda item. As a matter of procedure, a copy of the meeting minutes must accompany an invoice for reimbursement as verification of Board action. Since the minutes to not include this action, it is necessary to have a confirmation vote this month.

Items Attached: IC Strikes Invoice
Dec 1, 2022 meeting minutes
Midwest Door & Hardware Invoice
Façade Grant Application – dated 11/14/22

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion To confirm the approval of the Façade Grant for IC Strikes in the amount of \$2441.09.

IC Strikes
270 S. Cedar Street
Imlay City, MI 48444

INVOICE

DATE: APRIL 11, 2023

TO:

**Imlay City Downtown
Development Authority**

150 North Main Street
Imlay City, MI 48444
810-724-2135

DESCRIPTION		RATE	AMOUNT
Façade Grant – GL#973000		\$2441.09	
		TOTAL	\$2441.09

IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY
SPECIAL MEETING
Thursday, December 01, 2022

1. CALL TO ORDER at 5:35pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL... Members present Mayor Kempf, Stu Davis, Walt Bargaen, Kim Jorgensen, Kelly Villanueva, Justin Shattuck and Ray Krakowski

4. Motion by Justin Shattuck and supported by Stu Davis
Motion carried

5. No public participation

6. OLD BUSINESS

Motion by Kelly Villanueva and supported by Justin Shattuck that the grant for Imlay City Strikes for \$4,882.18, which our is \$2,441.09 to install back doors by a local contractor...did not get a second bid.

As of January 1, 2023, the DDA will no longer take bids without two submitted. We will also return to our original procedure of business, unless Covid prohibited.

Stu Davis stated that we should be aware of maintenance or improvements in the future.

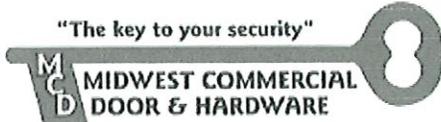
ROLL CALL... Mayor Kempf, Stu Davis, Walt Bargaen, Kim Jorgensen, Kelly Villanueva, Justin Shattuck and Ray Krakowski
Motion carried

Motion by Stu Davis and supported by Justin Shattuck to go into closed section.
Motion carried

Kim Jorgensen, Secretary

APPROVED: 01-09-2023

City Commission Approved: 01-17-2023



115 E Capac Road * Imlay City, MI 48444
 Phone: 810-721-1933
 mwcc.biz / mccadmin@mwcc.biz

Invoice

Date	Invoice #
3/8/2023	672

Bill To
Cedar Lanes Brian Hill 270 S. Cedar Street Imlay City, MI 48444

Ship To

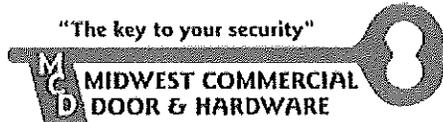

P.O. No.	Terms	Project		
HM Doors	Net 30	DH22-154 Strikes and Doors		
Description	Qty	U/M	Rate	Amount
Labor: 1. Demo existing double door, frame and related hardware. 2. Prep and install new hollow metal frame. 3. Install new hollow metal doors and hinges. 4. Install two flush bolts and strikes. 5. Install G1 lockset storeroom function and key as needed. 6. Prep and install new door closer w/ friction arm hold open. 7. Prep and install new threshold, grout in place. 8. Install new perimeter weatherstripping. 9. Install door sweeps. 10. Install latch guard. 11. Prep and paint doors and frame. 12. Rework interior trim to accept new doors and frame.			1,530.00	1,530.00



**Please make checks payable to :
 Midwest Commercial Door & Hardware LLC**



Subtotal	\$4,692.43
Sales Tax (6.0%)	\$189.75
Total	\$4,882.18
Payments/Credits	\$0.00
Balance Due	\$4,882.18



115 E Capac Road * Inlay City, MI 48444
 Phone: 810-721-1933
 mwec.biz / mecadmin@mwec.biz

Invoice

Date	Invoice #
3/8/2023	672

Bill To
Cedar Lanes Brian Hill 270 S. Cedar Street Inlay City, MI 48444

Ship To

P.O. No.	Terms	Project		
HM Doors	Net 30	DH22-154 Strikes and Doors		
Description	Qty	U/M	Rate	Amount
HM Frame 6070 LHR/RHR, A60, 534, EMA, FW	1		607.07	607.07T
HM Door 3070 LHR Active, A60, Arch Poly, Flush	1		507.27	507.27T
HM Door 3070 RHR Inactive, A60, Arch Poly, Flush, Z-Astrigal	1		588.10	588.10T
Hinge Steel 4.5 x 4.5 SW BB NRP Brushed Chrome	6	ea	12.95	77.70T
Flush Bolt 626 6-3/4" x 1" Dull Chrome	2	ea	34.95	69.90T
G1 Cylindrical Lever 234 Storeroom US 26D SC6	1		201.45	201.45T
LCN Door Closer 4111 Extra Duty Hold Open Friction Arm Aluminum	1	ea	529.25	529.25T
Saddle Threshold 1/2' x 6' x 72' Aluminum	1		105.50	105.50T
Perimeter Seal (72" Head) Compatible w/ Parallel Arm Closers Neoprene, Aluminum	1	ea	55.25	55.25T
Concealed Fastener W/S Aluminum 5/16' x 11/16' x 84'	2	ea	49.25	98.50T
Door Sweep 36" Aluminum 1 3/16" Neoprene	2		36.95	73.90T
Key-N-Lever Latch Guard Stainless Steel	1		38.54	38.54T
Miscellaneous Shop Supplies, Prep and Paint	1		210.00	210.00T

**Please make checks payable to :
 Midwest Commercial Door & Hardware LLC**



Subtotal
Sales Tax (6.0%)
Total
Payments/Credits
Balance Due

ATTENTION: NO WORK CAN BE COMMENCED AND/OR COMPLETED BEFORE DDA BOARD APPROVAL

Façade Grant Application Process and Checklist

The application must be completed and returned to the Imlay City DDA director along with:

- ___ A notarized letter of permission from owner (if applicant is not the property owner).
- ___ Documentation of DBA, LLC, or Company organization documents to confirm legitimate business name.
- ___ A **detailed** written description of the project plans (scope of work, including materials and color schemes), and **rendering of proposed work** which addresses how the project complies with the guidelines.
- ___ A **detailed** cost estimate for all eligible costs supported by a quote from **two or more licensed** contractors or suppliers (unless waived by the DDA Director due to experience with contractor/supplier). Please include business name of contractor/supplier, along with their address, phone number, and website.
- ___ Copies of any permits necessary to complete the work.
- ___ **The applicant has spoken to the zoning department and has received information regarding the permits needed and regulations related to this project.**

per TC with Lonnie
Zoning Administrator

11/14/2022
Date

Grant Application

Check One: Property Owner

Business Owner

Check One: Signage (\$1,500 Maximum Grant)

Other Façade Improvements (\$5,000 Maximum Grant)

Mindy Bruce / IC Strikes

Name of Applicant

270 S. Cedar Street, Imlay City 48444

Address of Applicant

Same

Address of Property Proposed for Improvement

Mindy Bruce Owner

Business Contact Person & Title

810.338.3044

mbruce09@hotmail.com

Phone

Fax

Email

Please give a detailed description of work to be done:

Replace back door (please see attached invoice) as is presently unsecure



ATTENTION: NO WORK CAN BE COMMENCED AND/OR COMPLETED BEFORE DDA BOARD APPROVAL

The estimated improvement cost is \$ 4882.18.

The 50% reimbursement is estimated to be \$ 2441.09 (not to exceed \$5,000).

Please be sure that you have reviewed and submitted appropriate supporting documents outlined in the **Grant Application Process and Checklist** section of this document.

For grant reimbursement, applicant must submit documentation that all invoices pertaining to project are paid in full, along with photo(s) of completed project. Reimbursement will not be granted if documentation is not received. By signing this application, you are stating that the above information is accurate to the best of your knowledge, that you agree to the requirements and there are no delinquent accounts with the City of Imlay City.

Mindy Bruce
Applicant Signature

11-14-22
Date

For DDA use only

Property Address 270 S Cedar Street, Imlay City 48444

Project is Eligible Not Eligible for the Grant Program.

Director has confirmed legal ownership of property via www.lapeercounty.gov.





115 E. Capac Road
 Imlay City, MI 48444
 810-721-1933
 bryan@mwcc.biz

Estimate

Date	Estimate #
9/16/2022	491

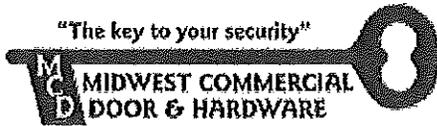
Bill To:
Imlay City Strikes 270 S Ceedar Street Imlay City, MI 48444

Ship To
Same

Job #

Description	Qty	Rate	Total
HM Frame 6070 LHR/RHR, A60, 534, EMA, FW	1	607.07	607.07T
HM Door 3070 LHR Active, A60, Arch Poly, Flush	1	507.27	507.27T
HM Door 3070 RHR Inactive, A60, Arch Poly, Flush, Z-Astrigal	1	588.10	588.10T
Hinge Steel 4.5 x 4.5 SW BB NRP Brushed Chrome	6	12.95	77.70T
Flush Bolt 626 6-3/4' x 1" Dull Chrome	2	34.95	69.90T
G1 Cylindrical Lever 234 Storeroom US 26D SC6	1	201.45	201.45T
LCN Door Closer 4111 Extra Duty Hold Open Friction Arm Aluminum	1	529.25	529.25T
Saddle Threshold 1/2' x 6' x 72' Aluminum	1	105.50	105.50T
Perimeter Seal (72" Head) Compatible w/ Parallel Arm Closers Neoprene, Aluminum	1	55.25	55.25T
Concealed Fastener W/S Aluminum 5/16' x 11/16' x 84'	2	49.25	98.50T
Door Sweep 36" Aluminum 1 3/16" Neoprene	2	36.95	73.90T
Key-N-Lever Latch Guard Stainless Steel	1	38.54	38.54T
Miscellaneous Shop Supplies, Prep and Paint	1	210.00	210.00T

Accepted by:	Subtotal
	Sales Tax (6.0%)
	Total



115 E. Capac Road
 Imlay City, MI 48444
 810-721-1933
 bryan@mwcc.biz

Estimate

Date	Estimate #
9/16/2022	491

Bill To:
Imlay City Strikes 270 S Cedar Street Imlay City, MI 48444

Ship To
Same

Job #

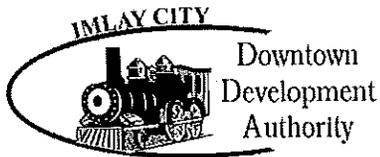
Description	Qty	Rate	Total
Labor: 1. Demo existing double door, frame and related hardware. 2. Prep and install new hollow metal frame. 3. Install new hollow metal doors and hinges. 4. Install two flush bolts and strikes. 5. Install G1 lockset storeroom function and key as needed. 6. Prep and install new door closer w/ friction arm hold open. 7. Prep and install new threshold, grout in place. 8. Install new perimeter weatherstripping. 9. Install door sweeps. 10. Install latch guard. 11. Prep and paint doors and frame. 12. Rework interior trim to accept new doors and frame.		1,530.00	1,530.00

Accepted by: _____	Subtotal	\$4,692.43
	Sales Tax (6.0%)	\$189.75
Proposal valid for 30 days.	Total	\$4,882.18



GYM STORAGE





AGENDA ITEM OB 8b: Summer Concert Series Update

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The entertainment line-up contracts have been executed. Before a press release is issued, I am requesting Board approval for the cumulative total expenditure.

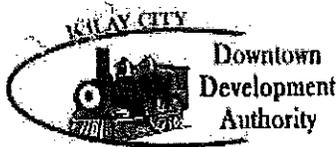
Items Attached:

- June 13th – Project Full Circle (Soft Classic Rock) \$1,000
- June 20th - Kevin Herzog - (Pop, Rock) \$350
- June 27th – Bob Marshall Band (Country Western) \$800
- July 11th – Motor City Josh & The Big Three (Rockin Blues) \$1,000
- July 18 – Acoustic Ash (Motown) \$600
- August 1st – Bernadette Kathryn & Lonely Days Band (Detroit's County Rebel
- August 8th – Pat Smillie Band (Soulful Motown) \$1,000
- August 15 – Della (Soulful Singer/Songwriter) \$800
- GL 248.705.000.973.006 – Journal Entry Sheet

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to confirm the entertainment line-up for the 2023 8-week summer concert series in the amount of \$6,650



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Christine Malzahn, DDA Director**
- B. Name and Address of engagement: **Imlay City Summer Concert Series 2023;**
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Full Circle Project**
- D. Number of Artists: **5**
- E. Date of Engagement: **TUESDAY, June 13, 2023**
- F. Time of Engagement: **7:00 pm -8:30 pm**
- G. Special Provisions: **Band will provide sound equipment.**
- H. Promotion: **Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)**

II. Purchaser Provisions:

- A. Compensation: **\$ 1000.00** (given at the time of engagement)
- B. Method of Compensation: **Check payable to: John Czernel**
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

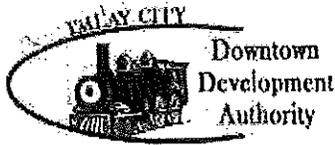
- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Christine Malzahn, 810-724-2135 (office) or (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. **The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.**

V. Additional Terms and Conditions:

- A. **The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.**
- B. **Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.**



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Christine Malzahn, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or ddadirector@imlaycity.org.

Signature: John Czernel Date: 3/27/2023

PLEASE FILL IN BELOW:

Artist's Representative: JOHN CZERNEL
Address: 11202 JACQUELINE DR, STERLING HEIGHTS MI 48213
Telephone: 586-873-9391 Email Address: JC and JJC @ Comcast.net
Signature: John Czernel Date: 3/27/2023

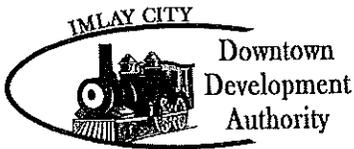
Please describe the artist/band/duo and the type of music that will be performed:

CLASSIC ROCK

Please sign below and return one copy of the signed contract to Christine Malzahn at: 150 N. Main Street, Imlay City, MI 48444 or ddadirector@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: John Czernel Date: 3/27/2023



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Christine Malzahn, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2023;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Kevin Herzog**
- D. Number of Artists: 1
- E. Date of Engagement: **TUESDAY, June 20, 2023**
- F. Time of Engagement: **7:00 pm -8:30 pm**
- G. Special Provisions: Band will provide sound equipment
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 350.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Kevin Herzog
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Christine Malzahn, 810-724-2135 (office) or (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Christine Malzahn, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or ddadirector@imlaycity.org.

Signature: Christine Malzahn Date: 3/22/23

PLEASE FILL IN BELOW:

Artist's Representative: _____

Address: _____

Telephone: _____ Email Address: _____

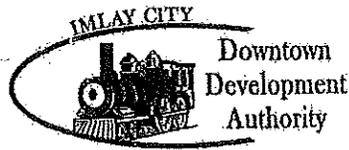
Signature: _____ Date: _____

Please describe the artist/band/duo and the type of music that will be performed:

Please sign below and return one copy of the signed contract to Christine Malzahn at: 150 N. Main Street, Imlay City, MI 48444 or ddadirector@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: _____ Date: _____



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Christine Malzahn, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2023;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Bob Marshall Band**
- D. Number of Artists: 5
- E. Date of Engagement: **TUESDAY, June 27, 2023**
- F. Time of Engagement: **7:00 pm -8:30 pm**
- G. Special Provisions: Band will provide sound equipment.
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 800.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Bob Marshall Band
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

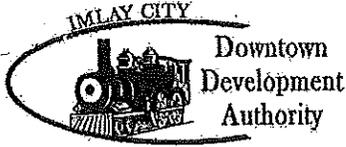
- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Christine Malzahn, 810-724-2135 (office) or (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Christine Malzahn, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or ddadirector@imlaycity.org.

Signature: Christine Malzahn Date: 3/27/23

PLEASE FILL IN BELOW:

Artist's Representative: LORI TESCH
Address: 3368 BREEZEWOOD CT, ORTONVILLE MI 48462
Telephone: (989) 714-1898 Email Address: DIAMOND MUSIC @ HOTMAIL.COM
Signature: Lori Tesch Date: 3/27/23

Please describe the artist/band/duo and the type of music that will be performed:

BOB MARSHALL BAND IS A FINE PIECE COUNTRY
BAND THAT ALSO PERFORMS A VARIETY OF OTHER
GENRES.

Please sign below and return one copy of the signed contract to Christine Malzahn at: 150 N. Main Street, Imlay City, MI 48444 or ddadirector@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: Bob Marshall Date: 3/27/23



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Lorrelei Natke, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2022;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Motor City Josh & The Big Three**_____
- D. Number of Artists: 4
- E. Date of Engagement: **TUESDAY, July 11, 2023**
- F. Time of Engagement: **7:00 pm -8:30 pm**
- G. Special Provisions: Band will provide sound equipment
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 1000.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Josh Ford
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Lorrelei Natke, 810-724-2135 (office) 810-441-8636 (cell) or lnatke@imlycity.org (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Lorrelei Natke, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or lnatke@imlaycity.org

Signature: *Lorrelei A. Natke* Date: 12/12/2022

PLEASE FILL IN BELOW:

Artist's Representative: Josh Ford
Address: 45777 N. Erskine Macomb, MI 48042
Telephone: 248-534-6772 Email Address: motorcityjosh@gmail
Signature: *Josh Ford* Date: 12-12-2022

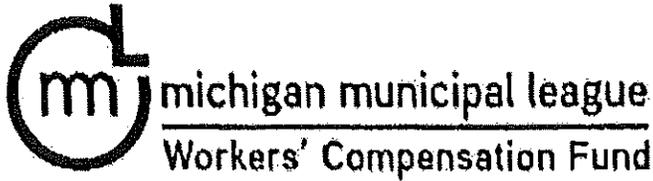
Please describe the artist/band/duo and the type of music that will be performed:

Rock n Blues and dance

Please sign below and return one copy of the signed contract to Lorrelei Natke at: 150 N. Main Street, Imlay City, MI 48444 or lnatke@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: *Josh Ford* Date: 12-12-2022



SOLE PROPRIETOR FORM
For Sole Proprietors with No Employees

For workers' compensation purposes, we are required to maintain verification regarding workers' compensation coverage for all independent contractors.

You must provide the following information if you:

- a) Are a sole proprietor with no employees, and
- b) Do not carry workers' compensation insurance.

1) Name of Sole Proprietor: Joshua Ford
 2) Federal Tax Identification Number or last 4 digits of Social Security No. ~~7474~~ 9982
 3) I am doing business as: FordCo.music LLC

Please provide the following:

- A copy of the assumed name certificate you filed with the county;
- Your business card;
- Website: motorcity53h.com, Business Flyer, evidence of professional social media presence (LinkedIn, Facebook);
- List two or more other business or private homeowners that you have worked for in the one-year period prior to the date this document is signed, including address/phone #:
 - Three Billed Music 101 N. Main St Mt Clemens MI 48043-586-961-6311
 - Octopus Beer Garden 152 N. River Rd Mt Clemens MI 48043 586-221-1531

Please complete the following statement:

I, Joshua Ford, a Sole Proprietor with no employees, will provide live music services to Imlay City MI on a periodic basis. I do understand that I am not entitled to workers' compensation benefits under Michigan's Law; therefore, I am personally responsible for any injuries/illnesses I may sustain while performing my services to said entity.

Signed: [Signature]
Sole Proprietor

Date: 12-14-2023



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Lorrei Natke, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2022;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Acoustic Ash**
- D. Number of Artists: 1
- E. Date of Engagement: **TUESDAY, July 18, 2022**
- F. Time of Engagement: **7:00 P.M.-8:30 P.M.**
- G. Special Provisions: Band will provide sound equipment
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 600.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Ash Harris
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Heritage Church, 543 North Cedar Street, Imlay City.

III. Artist Provisions:

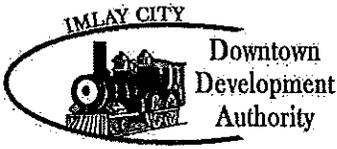
- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Lorrei Natke, 810-724-2135 (office) 810-441-8636 (cell) or lnatke@imlycity.org (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

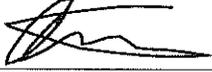
- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Lorrelei Natke, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or lnatke@imlaycity.org

Signature:  _____ Date: 12/29/22

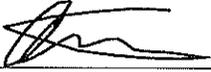
PLEASE FILL IN BELOW:

Artist's Representative: Ash Harris

Address: 23135 Rausch Ave, Eastpointe, MI 48021

Telephone: (586) 533 6278

Email Address: TheAcousticAsh@icloud.com

Signature:  _____ Date: 12/29/22

Please describe the artist/band/duo and the type of music that will be performed:

Acoustic Singer / Songwriter – Pop/Folk/Country

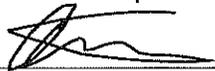
"Motown's Activism without the doom and gloom"

AcousticAsh uses an acoustic guitar and a smoky, soulful, expressive sound as a platform for diversity and equality. Currently unsigned; AcousticAsh is a singer/songwriter originally from England who is now based in Michigan, USA. With music that inspires, moves and motivates; AcousticAsh will leave you feeling truly satisfied and wanting more.

Genre: Singer/Songwriter, Pop, Blues, Folk,
Influencers: Tracy Chapman, Ed Sheeran, Revolutionaries, Phil Collins, Sam Cook,
and Karen Carpenter

Please sign below and return one copy of the signed contract to Lorrelei Natke at: 150 N. Main Street,
Imlay City, MI 48444 or lnatke@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for
damages that may occur to the facility while in my use. The City of Imlay City will not be held
responsible for accidents or injuries sustained by any band members or any of my associates while
using the park facility and its surrounding area.

Signature:  _____ Date: 12/29/22



PERFORMANCE AGREEMENT

AGREEMENT made as of the _____ day of _____ 20____, between the parties identified below. The EVENT PLANNER listed below agrees to hire the below identified ARTIST to perform and the ARTIST agrees to provide such PERFORMANCE services under the following terms and conditions:

ARTIST: Bernadette Kathryn and the Lonely Days Band
ADDRESS: 35540 Hatherly Place, Sterling Heights, MI 48310
ARTIST CONTACT: Randy
ARTIST PHONE: 248-390-5443
EVENT PLANNER: Lorrelei Natke
EVENT CONTACT: _____
EVENT PHONE: 810.441.8636

PERFORMANCE LOCATION: Gazebo Concert Series – Imlay City
PERFORMANCE ADDRESS: Lambsteele Park 481-401 E 4th St,
PERFORMANCE DATE: August 1, 2023
PERFORMANCE TIME: 7:00-8:30 PM
PERFORMANCE SET LENGTH: 1.5 Hours
SOUND CHECK TIME: 6:00 PM

Sound and Set-up: At Least three (3) hours prior to time of PERFORMANCE, the EVENT PLANNER shall provide the ARTIST and their designated representative sufficient access to the place of PERFORMANCE for set-up and sound check. The ARTIST may choose to designate an individual to oversee sound modifications before and during PERFORMANCE.

Power: The EVENT PLANNER agrees to provide at least 3 x 20 amps single phase and 120 volts of power within 20 feet of stage for all equipment.

2) PERFORMANCE FEE. In full consideration for all services rendered by ARTIST at the PERFORMANCE, EVENT PLANNER agrees to make the following payment in U.S. funds to ARTIST as follows:

Set Fee of \$1,100.00 **Dollars**

DEPOSIT. Upon execution of this AGREEMENT, EVENT PLANNER shall pay ARTIST a deposit of **50%** within 30 days. ARTIST will have the option of canceling this PERFORMANCE AGREEMENT with no further liability hereunder to EVENT PLANNER if deposit is not paid in said time.

- **PAYMENT OF BALANCE.** Prior to performing on the day of agreed upon PERFORMANCE. The EVENT PLANNER shall pay the ARTIST the remaining balance of the Set Fee by check made payable to:
Bernadette Kathryn and the Lonely Days Band

3) ACCOMODATIONS. The EVENT PLANNER shall provide each member of the ARTIST's Performance group (including sound/tech support) reasonable amounts of free water and/or soda during PERFORMANCE.

- **LODGING** _____
- **FOOD/MEALS:** Event Planner up to Feed 5 Performers and 3 Road Crew

4) MERCHANDISE. The ARTIST shall, at their option, sell CDs and other promotional material on the premises during said PERFORMANCE, retaining all proceeds associated therewith. If possible to facilitate ARTIST's merchandising, EVENT PLANNER is asked to provide a easily accessible and visible area of venue for merchandise sales.

5) SECURITY. EVENT PLANNER shall take reasonable precautions for safety of ARTIST and ARTIST equipment before, during and after the PERFORMANCE.

6) CANCELLATION. EVENT PLANNER shall give no less than 14 day notice of cancellation of PERFORMANCE or EVENT PLANNER agrees to pay as liquid damages 1/2 of the guaranteed fee. Hence forfeiting said deposit.

RAIN/INCLEMENT WEATHER CLAUSE: If PERFORMANCE is scheduled outdoors, a stage or level surface must be provided. A covered stage is highly recommended. It is ultimately the decision of the ARTIST(S) to judge in good faith whether or not personal safety or property are threatened or compromised by threatening or inclement weather. If the PERFORMANCE is canceled due to inclement weather, ARTIST(S) shall be entitled to full payment. If time permits, engagement can be moved to an alternate location, but PERFORMANCE time as stated on the face of this contract will not be extended to accommodate a change of venue unless ARTIST(S) agrees to do so.

7) GENERAL. This PERFORMANCE AGREEMENT and any attached rider(s), set forth the entire AGREEMENT between the parties, and may not be amended except in writing and signed by both parties. This PERFORMANCE AGREEMENT will be governed by, and construed in accordance with the laws of the States of MICHIGAN, without giving effect to principles of its conflict of law provisions. In any action or proceeding involving a dispute between the EVENT PLANNER and the ARTIST arising out of this PERFORMANCE AGREEMENT, the prevailing party will be entitled to receive from losing party reasonable attorney fees.

8) ADDITIONAL PROVISIONS. Both Parties agree to the following additional terms:

I have read and agree to all terms as written in this AGREEMENT.

EVENT PLANNER

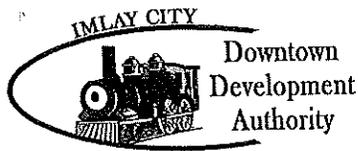

(SIGNATURE OF REPRESENTATIVE)

Date: 12.13.2022

BERNADETTE KATHRYN AND THE LONELY DAYS BAND


(SIGNATURE OF REPRESENTATIVE)

Date: December 12, 2022



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Lorrelei Natke, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2022;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Pat Smillie Band**
- D. Number of Artists: 4
- E. Date of Engagement: **TUESDAY, August 8, 2023**
- F. Time of Engagement: **7:00 pm -8:30 pm**
- G. Special Provisions: Band will provide sound equipment
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 1000.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Josh Ford
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Lorrelei Natke, 810-724-2135 (office) 810-441-8636 (cell) or lnatke@imlycity.org (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Lorrelei Natke, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or lnatke@imlaycity.org

Signature: Lorrelei A. Natke Date: 12/12/2022

PLEASE FILL IN BELOW:

Artist's Representative: Josh Ford
Address: 45777 N. Gratiot Macomb, MI 48042
Telephone: 248-534-6772 Email Address: MotorcityJosh@gmail.com
Signature: Joshua Ford Date: 12-12-2022

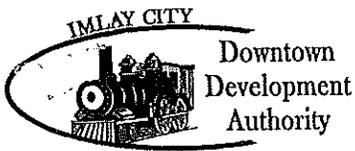
Please describe the artist/band/duo and the type of music that will be performed:

Soulful Motown

Please sign below and return one copy of the signed contract to Lorrelei Natke at: 150 N. Main Street, Imlay City, MI 48444 or lnatke@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: Joshua Ford Date: 12-12-2022



Contract for Professional Services

This agreement for services of performing artist(s) for the engagement described below is made between the undersigned purchaser of talent (hereinafter called "Purchaser") and the undersigned performing artist(s) (hereinafter individually or collectively called "Artist").

I. Engagement:

- A. Purchaser: **City of Imlay City/Lorrelei Natke, DDA Director**
- B. Name and Address of engagement: Imlay City Summer Concert Series 2022;
150 North Main Street, Imlay City, MI 48444
- C. Artist (name of band / duo / group): **Della (a/k/a Delaney Natke)**
- D. Number of Artists: 4
- E. Date of Engagement: **TUESDAY, August 15, 2023**
- F. Time of Engagement: **7:00 pm -8:30pm**
- G. Special Provisions: Band will provide sound equipment
- H. Promotion: Both parties to this Agreement will promote using all avenues available to them. (It is not implied that the Artist will appropriate funds for the same but will utilize those that are fee free, such as Facebook, Instagram, Twitter, etc.)

II. Purchaser Provisions:

- A. Compensation: **\$ 800.00** (given at the time of engagement)
- B. Method of Compensation: Check payable to: Delaney Natke
- C. Purchaser will supply necessary electrical services as requested by artist.
- D. Purchaser will supply a staging area (concrete pad) near the Gazebo located in Lamb Steele Park. In case of inclement weather, the performance will be relocated to Old Fire Hall 338 E. Third Street (directly across street from Lamb Steele Park).

III. Artist Provisions:

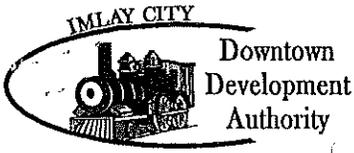
- A. Artist shall at all times have complete supervision, direction and control over the services of his/her personnel and reserves the right to control the manner, means and details of the performance.
- B. Recording, reproduction or transmission of Artist's performance is prohibited absent written consent of the Artist, other than brief video clips posted to Imlay City DDA social media in advance and during performance.
- C. Artist will assume responsibility for payroll taxes and charges.
- D. **Artist will contact Lorrelei Natke, 810-724-2135 (office) 810-441-8636 (cell) or lnatke@imlycity.org (email), one week prior to performance date to confirm arrival time on the day of performance.**

IV. Termination:

- A. The Purchaser and/or Artist may terminate this contract without cause at any time within thirty (30) days of signed contract by written notice.

V. Additional Terms and Conditions:

- A. The individuals signing this Agreement, either personally or in a representative capacity, acknowledge their authority to do so.
- B. Signing of this Agreement shall be deemed acceptance by the Parties of all terms contained herein.



Contract for Professional Services

VI. Parties to the Agreement:

Purchaser: The City of Imlay City, Lorrelei Natke, DDA Director
Address: 150 North Main Street, Imlay City, MI 48444
Contact Info: 810-724-2135 (office) or 810-441-8636 (cell) or lnatke@imlaycity.org

Signature: *Lorrelei A. Natke* Date: 10/1/2022

PLEASE FILL IN BELOW:

Artist's Representative: Delaney Natke

Address: 913 Mace Avenue, Madison Hts., MI 48071

Telephone: 810.441.2263 Email Address: delaneynatke@yahoo.com

Signature: _____ Date: 10/2/2022

Please describe the artist/band/duo and the type of music that will be performed:

soulful singer-songwriter currently performing in Nashville

Please sign below and return one copy of the signed contract to Lorrelei Natke at: 150 N. Main Street, Imlay City, MI 48444 or lnatke@imlaycity.org.

I accept responsibility for the use of the park facility. I will compensate the City of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by any band members or any of my associates while using the park facility and its surrounding area.

Signature: _____ Date: _____

FY 2022-23 - Budgeted - \$10,000

Concert Series

GL Activity

Q Number: 248-705-000-973.005

Start Date: 07/01/2021

CR Journals - Print

End Date: 06/30/2022

AP Journals - Print

CR Journals - Print

Journal Entry Description

Journal Entry Description

CD Journals - Print

CR Journals - Print

Journal Entry Description

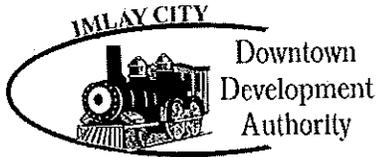
Journal Entry Description

Date	Description	Reference #	Debit	Credit	Balance
07/21/2021	248-705-000-973.005 DDA CHECKS SERIES EXP				
07/13/2021	STATE OF OKLAHOMA FEDERAL RESERVE	JULY 12, 2021	300.00		300.00
07/14/2021	ZACHRY	7/13/2021	650.00		950.00
07/20/2021	ASH HARRIS	8/02/2021	500.00		1,450.00
07/20/2021	DETROIT SOUL REVIEW	8/02/2021	1,200.00		2,650.00
07/20/2021	DETROIT SOUL REVIEW	JUNE 2021	289.50		2,939.50
07/20/2021	DETROIT SOUL REVIEW			1,200.00	1,739.50
08/12/2021	DETROIT SOUL REVIEW	8/10/2021	2,000.00		4,219.50
08/12/2021	DETROIT SOUL REVIEW	8/17/2021	500.00		4,719.50
08/17/2021	JEFF HOSKLAND	8/18/2021	244.00		4,963.50
08/19/2021	NATHE DELANEY	AUGUST 2021	244.00		5,207.50
08/31/2021	TRACY CITY TIMES	8/30/2021	400.00		5,607.50
08/31/2021	TRAVIS ALVARADO	2/02	1,500.00		7,107.50
08/31/2021	TRACY CITY TIMES	AUGUST 2021	292.00		7,399.50
08/31/2021	TRACY CITY TIMES	SEPT 2021	54.74		7,954.24
08/31/2021	FIRST NATIONAL BANK OF OKLAHOMA	SEPT 2021	40.00		8,004.24
08/31/2021	FIRST NATIONAL BANK OF OKLAHOMA	SEPTEMBER 2021	660.00		8,664.24
08/31/2021	FIRST NATIONAL BANK OF OKLAHOMA	6/09/2022	1,000.00		9,664.24
08/31/2021	ASH HARRIS	6/18/2022	1,000.00		10,664.24
08/31/2021	FORD CO MUSIC	6/21/2022	750.00		11,414.24
08/31/2021	JASON LOHMEYER	JUNE 2021	27.54		11,689.78
08/31/2021	FIRST NATIONAL BANK OF OKLAHOMA	JUNE 2021	210.00		11,899.78
08/31/2021	AP MOVED TO LINE 2022 FY	3-6-21	181.50		12,081.28
08/31/2021	TRAVIS ALVARADO			400.00	11,681.28
07/01/2021	2022 Fiscal Year Begins	07/11/2022	400.00		11,281.28
07/11/2022	NATHE DELANEY	7/14/2022	1,000.00		12,281.28
07/14/2022	JOHN R HANCOCK	02/05	425.00		12,706.28
07/14/2022	TRAVIS ALVARADO	7/27/2022	1,100.00		13,806.28
07/19/2022	TRAVIS ALVARADO	JULY	36.71		13,843.00
07/26/2022	BERNARDETTE KATHNER AND THE LONGEY	8/04/2022	2,500.00		16,343.00
07/26/2022	FIRST NATIONAL BANK OF OKLAHOMA	JUNE 2022	224.00		16,567.00
08/02/2022	DETROIT SOUL REVIEW	JULY 2022	302.00		16,869.00
08/02/2022	TRACY CITY TIMES	8/05/2022	650.00		17,519.00
08/02/2022	TRACY CITY TIMES	8/10/2022	300.00		17,819.00
08/02/2022	NATHE DELANEY	8/22/2022	1,000.00		18,819.00
08/02/2022	FORD CO MUSIC	8/25/2022	1,200.00		20,019.00
08/02/2022	MICHAEL BEZNER	AUGUST 2022	29.94		20,318.94
08/02/2022	OSWALD DIXON	AUGUST 2022	26.95		20,588.89
08/02/2022	FIRST NATIONAL BANK OF OKLAHOMA	AUGUST 2022	37.81		20,966.70
08/02/2022	FIRST NATIONAL BANK OF OKLAHOMA	AUGUST 2022	9,705.51		30,672.21
08/02/2022	FIRST NATIONAL BANK OF OKLAHOMA	AUGUST 2022	5,794.21		36,466.42
08/02/2022	FIRST NATIONAL BANK OF OKLAHOMA	AUGUST	420.00		37,086.42
08/02/2022	TRACY CITY TIMES	SEPT 2022	24.00		37,326.42
08/02/2022	FIRST NATIONAL BANK OF OKLAHOMA	SEPT 2022	1,066.00		38,392.42
08/02/2022	SEKAC	09/15/22	10,279.21		48,671.63
08/02/2022	248-705-000-973.005	END BALANCE	22,608.59	1,200.00	27,463.04

License Agency

22,608.59 1,200.00 21,408.59

Close



AGENDA ITEM OB 8c: Hometown Hero's 2003 Banners

DATE: April 10, 2023

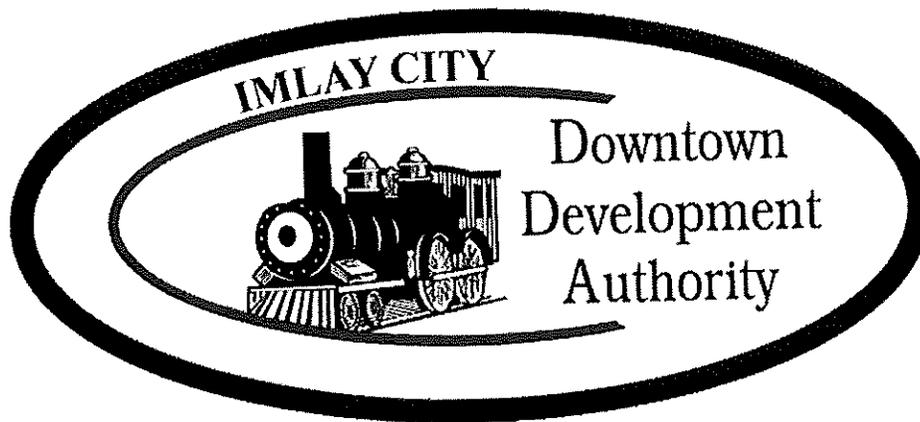
TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The Board voted to continue the Hometown Hero Banner program for 2023 at the Nov 14, 2022 meeting. I have not located any new applicants or other correspondence with interested parties. The application is active on the DDA website, but the parameters for dates of display (May-Nov 2022) need to be updated, along with the note cost increases.

Items Attached: Program Application
Program Guidelines
Meeting Minutes – Nov 14, 2022
Page-One Proposal

Action Needed: Board discussion and directives provided to DDA Director



MILITARY HOMETOWN HERO BANNER PROGRAM

Upon submittal of this application, please review the Military Hometown Hero Banner Program guidelines for further details. The initial cost per banner is Sixty Dollars (\$60.00) for the production, installation, and removal of the banner. The banner will be displayed from May through early November 2022. Please send a check, payable to the Imlay City Downtown Development Authority, along with the completed application to:

Imlay City DDA
150 N. Main Street
Imlay City, Michigan 48444

Honoree Information

Name of Service Person _____
[Please print name exactly as you want to appear on banner]

Is Service Person a resident of Lapeer County? Yes No

Branch of the U.S. Military Service:

- | | | |
|--------------------------------------------|-----------------------------------------|-------------------------------------------|
| <input type="checkbox"/> U.S. Army | <input type="checkbox"/> U.S. Navy | <input type="checkbox"/> U.S. Coast Guard |
| <input type="checkbox"/> U.S. Marine Corps | <input type="checkbox"/> U.S. Air Force | |

Please indicate the type of banner you would like to order:

- | | | |
|--------------------------------------|----------------------------------|-----------------------------------|
| <input type="checkbox"/> Active Duty | <input type="checkbox"/> Veteran | <input type="checkbox"/> Memorial |
|--------------------------------------|----------------------------------|-----------------------------------|

What you will need to submit:

- Application
- 5 x 7 high quality photo of the Service Person in uniform
(Please do not send original photo. Photo will not be returned.)
- Military Verification Form (e.g., Military ID, DD214, etc.)
- \$60.00 payable to Imlay City DDA. (Please reference "Hometown Hero" on check.)

Applicant Contact Information

Please complete the following information to allow us to contact you should we have any questions.

Name _____
Street _____
City _____ State _____ Zip _____
Home Phone _____ Cell Phone _____
Email _____

Relationship to Service Person _____

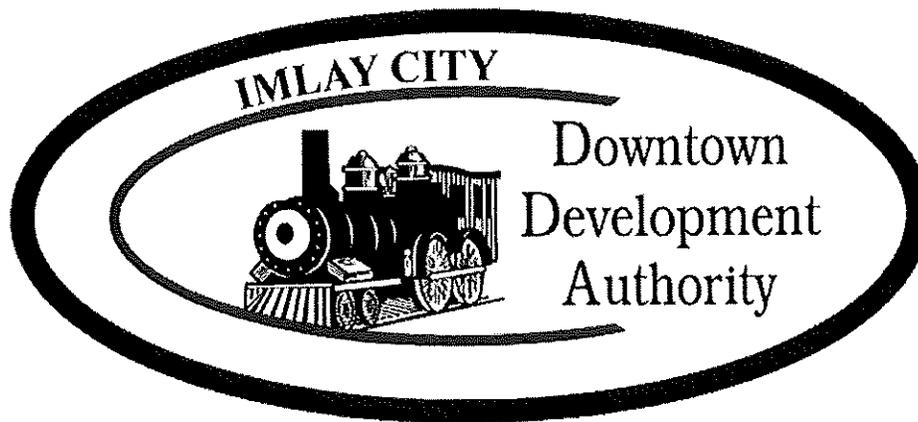
If the Service Person being honored is living, they will need to grant permission for their name and likeness to be placed on a banner in Downtown Imlay City. A separate form has been provided for this.

You can verify military records online by visiting

<http://www.archives.gov/veterans/military-service-records>

For additional information or questions, please contact the Imlay City
Downtown Development Authority via email at

lnatke@imlaycity.org



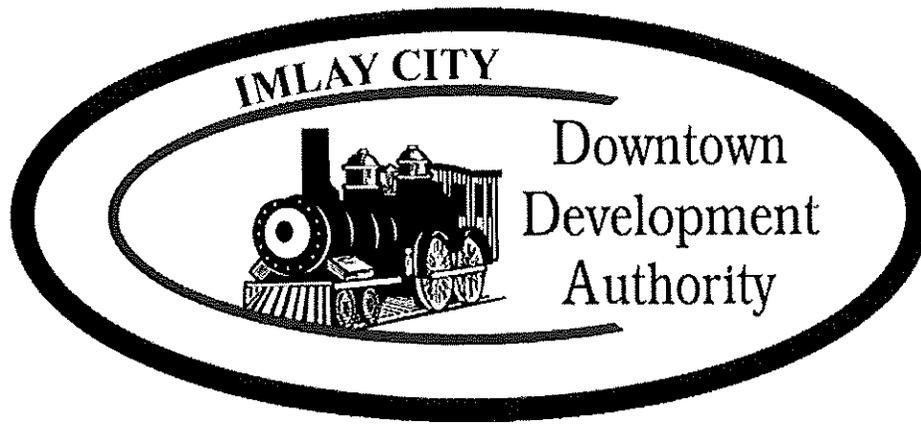
MILITARY HOMETOWN HEROES BANNER PROGRAM

HONOREE RELEASE FORM

I hereby grant permission to the Imlay City Downtown Development Authority to utilize my name and likeness for their Military Hometown Hero Banner Program.

Honoree Signature _____

Dated _____

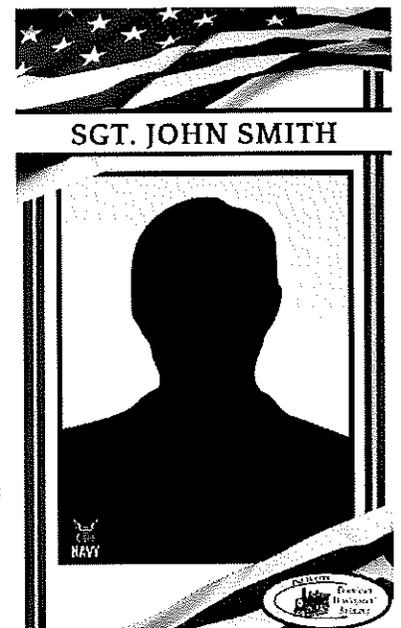


MILITARY HOMETOWN HEROES BANNER PROGRAM

GUIDELINES AND SPONSORSHIPS

The Military Hometown Heroes Banner program has been created to honor and recognize military personnel (active, honorably discharged or deceased) that reside or have resided in Lapeer County; those who can and do call Imlay City their hometown. This program is funded through payments and donations which enable purchase and placement of the banners on Downtown Imlay City lampposts.

Banners measure approximately 24" x 40" and will have the Service Person's name, image and military branch. Those military men and women who have been honorably discharged will be designated with a white star, those who have died in the line of duty a gold star, and active duty members will be designated with a blue star.



GUIDELINES

1. Honoree must be on active duty, honorably discharged or deceased from any branch of the United States Military.
2. Honoree must be or have been a resident of Imlay City.
3. Each Banner will list the Honoree's name and branch of service and will be proudly displayed on a lamppost in Downtown Imlay City.
4. The Imlay City Downtown Development Authority will have the sole responsibility of hanging and removal of the Banner. Once produced and installed, Banners shall remain the property of the Imlay City Downtown Development Authority until removed and presented to the family or requestor.
5. The Banner will be displayed from Memorial Day to early November (around Veterans Day) and upon removal, the Banner will be returned to the person who made the original

application request. If the Banner starts to show any signs of deterioration before the planned removal date, said Banner will be removed and returned to the requestor.

SPONSORSHIPS / DONATIONS

Sponsorships and donations will be used to assist families who would like to take part in this program but are not able to afford to pay the cost of banner requests. You can sponsor a specific banner/family or simply donate funds to be used as needs arise. Sponsors will be listed on the Imlay City Downtown Development Authority website and on its social media pages as a program sponsor/donor from Memorial Day to Veterans Day during the year of contribution.

If you are interested in becoming a sponsor/donor for this program, please complete the following and return along with your donation.

Name (or Business Name) _____

Street Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

If you wish to sponsor a specific Banner, please list the Service Person's name below in order to allow us to match your donation with their application.

Name of Service Person _____

Please return the completed form along with your check to:

Imlay City Downtown Development Authority
150 N. Main Street
Imlay City, Michigan 48444

**IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING
MONDAY, November 14, 2022**

A regular meeting of the Downtown Development Authority was held on November 14, 2022, at the Imlay City Hall, 150 N. Main Street, Imlay City, MI 48444.

1. CALL TO ORDER

Justin Shattuck called the meeting to order at 5:35 pm.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Joi Kempf, Justin Shattuck, Kim Jorgensen, Kelly Villanueva, Stu Davis

Absent: Walt Bargaen, Ray Krakowski

Also Present: DDA Director Lorrelei Natke, Recording Secretary Mariya Stout, Steve Teets, Jeffrey Hart, Cory Gardiner.

4. APPROVAL OF AGENDA

MOTION by Stu Davis, supported by Kelly Villanueva, to add the Facade Grant of IC Strikes (g) and Discussion Regarding the EV Charger Status (h) to the agenda.

MOTION UNANIMOUSLY CARRIED

5. PUBLIC PARTICIPATION

None

6. APPROVAL OF MINUTES

REGULAR MEETING – October 10, 2022

MOTION by Stu Davis, supported by Kim Jorgensen, to approve the Regular Meeting minutes of October 10, 2022.

MOTION CARRIED UNANIMOUSLY

7. FINANCIAL REPORT –

- a. DDA Expenditure Report**
- b. Balance Sheet**
- c. Check Register Report**

8. OLD BUSINESS

- a. Review of the Monthly Newsletter**
- b. Discussion of a “New Business” Welcome Committee**
- c. Discussion of Event Committees**
- d. Review of the Façade Loan Program**
- e. Review of Landscape Projects**
- f. Review of Grant Writing**
- g. Discussion of the 123 POP Mentorship Program**
- h. Discussion of Business Retention & Development**
- i. Discussion and review of the Farmers Market**

9. NEW BUSINESS

- a. Discussion and Action regarding 2023 Landscape Project**

The board has decided to push this discussion off until next month’s meeting.

- b. Discussion regarding Hometown Hero Program for 2023**

MOTION by Stu Davis, supported by Joi Kempf, to continue doing the Hometown Hero Program in 2023.

MOTION CARRIED UNANIMOUSLY.



AGENDA ITEM NB 9a: 2023 Landscaping Services Bid Review

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The Board voted at the March 13, 2023 meeting, requesting that the DDA Director update the Landscaping Services RFP and seek proposals from interested parties. The 2023 RFP was posted on the DDA website March 28th, published in the Tri-City Times the week of March 27th and April 3rd. The closing date for submission is Monday, April 10, 2023. Due to timing of Board packet material and RFP Bid Opening the final results will be provided to you at your table for discussion and review during the meeting.

Items Attached: Bid Summary Notice
2023 Landscaping Services RFP

Bid Spreadsheet at Tables

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to award the 2023 Landscaping Services to _____ in an amount not to exceed \$_____.

**CITY OF IMLAY CITY
ADVERTISEMENT FOR BIDS
LANDSCAPING SERVICES- DOWNTOWN**

The City of Imlay City is seeking sealed bids for Landscaping Services for Downtown Areas until 12:00 p.m., Monday April 10, 2023. Bids should be clearly marked "LANDSCAPING SERVICES-DOWNTOWN" and submitted to the Office of the DDA Director, ATT: Christine Malzahn, 150 North Main Street, Imlay City, MI 48444. Bid forms and specifications may be obtained at the City Hall front desk located at 150 North Main Street, by calling Christine Malzahn, DDA Director at (810) 724-2135 or online at www.icdda.com. The City reserves the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the City.

Dawn-Sawicki-Franz
City Clerk

LANDSCAPING SERVICE 2023 – SUMMARY

Imlay City Downtown Development Authority
150 N. Main Street
Imlay City, MI 48444
810.724.2135

The Imlay City Downtown Development Authority is seeking qualified firms to prepare and submit proposals for Landscaping and Maintenance in Downtown Imlay City.

PURPOSE & OBJECTIVES

The DDA is interested in receiving proposals from companies or agencies with the ability and interest in providing any or all of these services. A minimum of a one (1) year contract with options to renew for up to 3 additional years will be negotiated. The service contract will cover a time period that begins April 15, 2023 and ends April 14, 2024.

In order to evaluate the proposals on an equal basis and to ensure the proposals meet the minimum goals of the DDA, each proposal should, at a minimum, address the following terms and conditions for services being bid identified in "Definition of Services."

DEFINITION OF SERVICES

BID ITEM # 1

STREET BUMPOUTS AND PUBLIC AREAS – FURNISHING AND INSTALLING ALL LANDSCAPE MATERIALS

During the term of the contract, the Contractor shall be responsible for the following:

- Furnishing and installing all landscaping materials. The types and quantities of the landscaping materials (annuals or perennials) shall be agreed upon by the Director of the DDA and the Contractor before planting. Contractor shall identify the types and quantity of materials to be included in a typical setting. There may be different materials required depending upon the situation of location, sun, shade, etc. The DDA would prefer that colorful annuals line the bump outs during the spring and summer.
- Furnishing a list of any nursery intending to supply the necessary plant materials. The DDA reserves the right to inspect plant materials before awarding this contract and at any time during this contract. The DDA encourages the use of a local nursery.
- Selecting specimen quality plants (unless specifically noted otherwise) that are sound, healthy, and vigorous with normal habit of growth and well-developed rooted systems.
- Ensure plants shall be free of diseases, insects, pests, egg or larva.
- Ensuring plants shall not remain unplanted for longer than 3 days after delivery unless proper protection against drying is provided. Plants that have not been properly protected will not be accepted.

- Locating all underground irrigation lines and objects prior to excavating. Damaged lines will be the responsibility of the contractor.
- Removing and disposing of all annual plant materials from the identified bump outs.
- Ensuring the surrounding paved/brick paver areas shall be kept free from accumulations of waste matter or debris at all times during the progress of work.
- After planting operations have been completed, removing trash, excess soil, empty plant containers and rubbish from the area. The Contractor shall leave the site area broom-clean and shall wash down paved area, leaving the area in a clean and safe condition.
- Turning and aerating the existing topsoil in each bump out.
- Adding mulch in each bump out. Mulch to be 4 inches deep (but not more than 5 inches deep), single, shredded native hardwood bark mulch, not larger than 3 inches in length and ½ inch in width, free of wood chips and sawdust.
- Adding plant mix where required, to be prepared by mixing 1/3-part topsoil, well mixed with 1/3-part peat and 1/3-part existing soils.
- Setting all plants shall be so that when settled they will bear the same relation to the finished grade as they bore to the natural grades before being transplanted.
- Fertilizing, at the discretion of the Contractor, to ensure proper life and health of planted materials.
- Soaking all planted materials with water immediately after planting. Watering will be the Contractor's responsibility until the job is completed and accepted by the DDA Director. The Contractor shall be responsible for watering all planting upon installation using the DDA's irrigation system, pruning and applying such sprays as are necessary to keep the planting free of insects and disease until the end of the warranty period.
- Privately owned property is specifically excluded from the services included in this bid item.
- Examples of the public area to be covered under this bid item include, but are not limited to, the following:
 - M-53 and Third Street Entrance/Gateway
 - Corner of Fourth and Almont Streets
 - Third Street, Almont Avenue and Bancroft Street within the DDA district
 - Pocket Park located on south side of Third Street and East of Bancroft (no annuals)
 - Pocket Park located on north side of Third Street and West of Bancroft (no annuals)
 - Bancroft Street Parking Lot (no annuals)
 - Area around the building located at 150 Bancroft Street (no annuals)
 - Depot Drive (no annuals) (to include fence line running along railroad tracks)
 - Lamb Steele Building West Side (no annuals)
 - Lamb Steele Park including gazebo (no annuals)

- Wayfinding Signs throughout the downtown (no annuals)
 - Police Station
 - Pool/Senior Center
 - Fire Hall
 - Rotary Park
 - Lamb Steele Park
 - Farmers' Market
 - Department of Public Works
 - Waste Water Treatment
 - Municipal Office
 - Digital Sign on M-53
 - Industrial Park
- M-21 and Almont Avenue Sign/ Entrance (no annuals)
- Industrial Park Entrance (M-53 and Morrice Boulevard) (no annuals)

BID ITEM # 2

STREET BUMPOUTS AND PUBLIC AREAS – MAINTENANCE OF PLANT MATERIAL

During the term of the contract, the Contractor shall be responsible for the following:

- Maintaining **all** plant material for a period equal to the term of the agreement.
- Maintaining bump outs and other public areas based upon the design as approved by the DDA and Contractor upon the contract discussions. Including but not limited to: weeding, trimming of bushes and removing dead flower heads after bloom and removing litter.
- Pruning, spraying, trimming, watering, and fertilizing flowers that have been installed in the public areas. Weeding, replacing top soil and mulch and removing all dead plant material (leaf, twigs, etc.) from the bump outs and public areas on an as-needed basis in order to maintain the quality and overall appearance of downtown, or as deemed necessary by the DDA.
- Submitting a record of all fertilizers, herbicides, insecticides, and disease control chemicals used.
- Reporting all materials found dead, missing or in poor condition during the maintenance period to the DDA Director immediately. All plants which in the opinion of the DDA Director are dead, unsightly or have lost natural shape due to excessive pruning or inadequate or improper maintenance by the Contractor, will be removed and replaced within two (2) weeks of notification by the DDA Director and at no additional cost of the owner.
- Maintaining mulch to help reduce evaporation and the frequency of watering.
- Ensuring all pruning cuts are made to lateral branches, buds, or flush with trunk. Stubbing will be permitted. Shrubs shall be clipped into whatever shape is aesthetically pleasing and appropriate for where situated.

- Preparing bump outs and public areas after spring months and for winter months, removing all dead plant materials, etc.
- Examples of the public area to be covered under this bid item include but are not limited to the following:
 - M-53 and Third Street Entrance/Gateway
 - Third Street, Almont Avenue and Bancroft Street within the DDA district
 - Pocket Park located on south side of Third Street and East of Bancroft
 - Pocket Park located on north side of Third Street and West of Bancroft
 - Bancroft Street Parking Lot
 - Area around the building located at 150 Bancroft Street
 - Depot Drive
 - Lamb Steele Building West Side
 - Lamb Steele Park including gazebo
 - Wayfinding Signs throughout the downtown
 - Police Station
 - Pool/Senior Center
 - Fire Hall
 - Rotary Park
 - Lamb Steele Park
 - Farmers' Market
 - Department of Public Works
 - Waste Water Treatment
 - Municipal Office
 - Digital Sign on M-53
 - Industrial Park
 - M-21 and Almont Avenue Sign/ Entrance
 - Industrial Park Entrance (M-53 and Morrice Boulevard)

TIMELINE

- Advertisement of RFP during the week of March 29, 2023 and April 5, 2023.
- Bids due April 10, 2023, at 12:00 PM (Noon)
- Opening of bids April 10, 2023 at 12:00 PM (Noon)
- Contract granted / approved at the April DDA Meeting / City Commission Meeting

EMPLOYEES

The Contractor shall provide the name and phone number of a supervisor dedicated to the City's downtown maintenance program. The Contractor shall provide all other staff contacts that will be responsible for the implementation of the contract during the life of the contract. All employees shall be the responsibility of the Contractor, who shall be solely responsible for the terms and conditions of their employment and remuneration. The Contractor agrees that all employees shall meet the DDA's standard of appearance and etiquette, adhering to the same regulations that are promulgated by the City with respect to the department of its employees. Each employee shall wear a clearly identifiable uniform that has been approved by the DDA. Each employee will be in possession of a valid Michigan operator's, chauffeurs, or other license appropriate for the type of

vehicle or equipment that is being operated, and the DDA's designee shall produce license upon demand. The DDA reserves the right to refuse the service of any employee of the Contractor who does not meet the standards stipulated herein. Contractor shall be responsible for replacement of said employee immediately so as not to disrupt services. When working in or near roadways, employees of Contractor must be wearing neon yellow or orange to increase visibility.

MATERIALS AND EQUIPMENT

The Contractor will provide all items used in the course of providing the requested services as set forth in this document. The Contractor shall be solely responsible for all repairs, maintenance, and storage of vehicles and or equipment used in the course of providing the requested services set forth in this document.

HOLD HARMLESS

The Contractor hereby agrees and undertakes to indemnify and save the City of Imlay City and the DDA harmless of and from all claims, demands, and rights of action of every name, nature and description whether arising under State or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the City, or the Contractor, or to third parties, and for damages or alleged damage to property regardless of to whom it may belong to in whose custody it may be, arising through, on account of, or out of this agreement and formed negligently or otherwise. The Contractor will, upon notice from the City, settle, adjust or defend the same at its sole cost and expense, and without expense to the City, and will pay any judgment rendered therein, together with costs of the court.

HOURS OF PERFORMANCE

The Contractor shall identify the number of personnel that will be provided to perform each bid item, the hours and days of the week that they will be working (unless specifically indicated in this document) and an anticipated work schedule. Neither the workers nor the services they are providing shall be conducted so it will interfere with a business or its customers.

COSTS

The successful Contractor shall provide a cost breakdown for each item being bid.

REFERENCES AND EXPERIENCE

In addition to adhering to the above terms and conditions, the prospective Contractor should be able to provide the following:

- A demonstrated knowledge and the ability to undertake and perform the services being requested upon which the bid is being provided.
- A brief company history and background with regard to company reliability, experience and the ability of service persons directly employed or supervised by the contractor to render prompt and satisfactory service. The background should include a list of references.
- A list of the roles and responsibilities of the individual who will be directly involved with the supervision of the persons providing the service or service(s).

LICENSE(S), PERMITS AND INSURANCE

The Contractor shall maintain and provide copies of all required or necessary licenses, City, State and Federal. The Contractor shall obtain and pay for any permits, fees and assessments required by the City of Imlay City for execution of the work herein described. A proof of the following insurances must be received by the DDA before work can be done; Workers' Compensation Coverage (Statutory), Employers Liability Coverage (\$500,000), Commercial General Liability (\$1,000,000), and Automobile Liability (\$1,000,000).

START UP

The term of the contract shall be from April 15, 2023 through April 14, 2024. The successful Contractor shall be prepared to start with all services on April 15, 2023.

EVALUATION

The following process will be utilized in the selection of a firm for this project:

1. A firm shall submit its response to this request for proposals to the DDA on or before Noon, Monday, April 10, 2023.
2. The DDA Director will review all proposals at the time of bid openings, 12:00 p.m. EST on Monday, April 10, 2023. Proposals deemed to be in the best interest of the DDA shall be selected for a phone call and/or walk through of the downtown.
3. Upon completion of phone calls and walk through, the DDA Director intends to select a "preferred firm" with any and all of the bid request items. If an agreement/contract cannot be reached with the first selection, the DDA reserves the right to terminate discussions and begin negotiating with another applicant. The agreement/contract will be executed with a single entity, but this does not preclude a consortium effort. Any necessary clarifications and or adjustments to bid items and required services shall take place during such negotiations.
4. The agreement/contract will then be reviewed and approved by the DDA Board of Directors.

Selection criteria will include, but are not limited to:

Estimated costs
Relevant experience
Qualifications of selected firms
Selected plant material

When the DDA Director selects a final proposal, her recommendation will be forwarded to the DDA Board for action. The DDA may award one contract or any combination of contracts. The items may be awarded as a package or separately.

The DDA and City of Imlay City reserve the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the DDA and/or City.

RESPONSES

Sealed proposals with EIGHT (8) copies to this request for proposal shall be submitted no later than 12:00 p.m. EST on Monday April 10, 2023 Please clearly mark the outside of the response, **“DOWNTOWN LANDSCAPING SERVICES”** and deliver to:

City of Imlay City
Downtown Development Authority
150 N. Main Street
Imlay City, Michigan 48444
Attention: Christine Malzahn, Director

CONTACT

Questions regarding the Bid Items should be directed to:

Christine Malzahn, Director
Imlay City Downtown Development Authority
810.724.2135 (office)
810.441.8636 (cell)
ddadirector@imlaycity.org

PROPOSAL FOR
CITY OF IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY
LAPEER COUNTY, MICHIGAN

CITY OF IMLAY CITY
150 NORTH MAIN STREET
IMLAY CITY, MI 48444

BIDS DUE: MONDAY, APRIL 10, 2023
BEFORE 12:00 P.M. EST

The undersigned, as a Bidder, declares that he/she has familiarized themselves with the location of the proposed project in the City of Imlay City and the conditions under which it must be constructed; also, that he/she has carefully examined the Plans and Specifications which they understand and access as sufficient for the purpose and agrees that he/she will contract with the City of Imlay City to furnish all labor, material, equipment, and insurance necessary to do all the work specified and prescribed and that they will accept in full payment therefore the sum of:

1. STREET BUMPOUTS AND PUBLIC AREAS-
FURNISHING AND INSTALLING ALL
LANDSCAPE MATERIALS \$ _____

2. STREET BUMPOUTS AND PUBLIC AREAS –
MAINTENANCE OF PLANT MATERIAL \$ _____

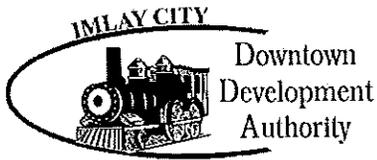
TOTAL BID PROPOSAL AMOUNT \$ _____

COMPANY NAME _____

COMPANY ADDRESS _____

CONTACT NAME AND NUMBER _____

The DDA and City of Imlay City reserve the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the City of Imlay City and/or the Imlay City Downtown Development Authority.



AGENDA ITEM NB 9b: Façade Grant Application Dr. Young - 110 W. Third Street

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Dr. Young submitted a Façade Grant Application on March 20, 2023 for work estimated at \$10,286. He is requesting a reimbursement in the amount of \$5,000. Note: the submission only includes one proposal from each of his two contractors.

Items Attached: Façade Grant Application
Work Estimates (Tim Bullion Painting, Royal Oak Awning)
Insurance Certificate
2023 Landscaping Services RFP

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to approval the façade application for 110 W. Third Street for the reimbursement amount of \$5,000.

Facade Grant Application Process and Checklist

RECEIVED
 MAR 20 2023
 BY:

- The application must be completed and returned to the Inlay City DDA director along with:
- A notarized letter of permission from owner (if applicant is not the property owner).
 - Documentation of DBA, LLC, or Company organization documents to confirm legitimate business name.
 - A **detailed** written description of the project plans (scope of work, including materials and color schemes), and **rendering of proposed work** which addresses how the project complies with the guidelines.
 - A **detailed** cost estimate for all eligible costs supported by a quote from **two or more licensed** contractors or suppliers (unless waived by the DDA Director due to experience with contractor/supplier). Please include business name of contractor/supplier, along with their address, phone number, and website.
 - Copies of any permits necessary to complete the work.
 - The applicant has spoken to the zoning department and has received information regarding the permits needed and regulations related to this project.

 Zoning Administrator

 Date

Grant Application

- Check One: Property Owner Business Owner
- Check One: Signage (\$1,500 Maximum Grant) Other Façade Improvements (\$5,000 Maximum Grant)

ROBERT YOUNG
 Name of Applicant

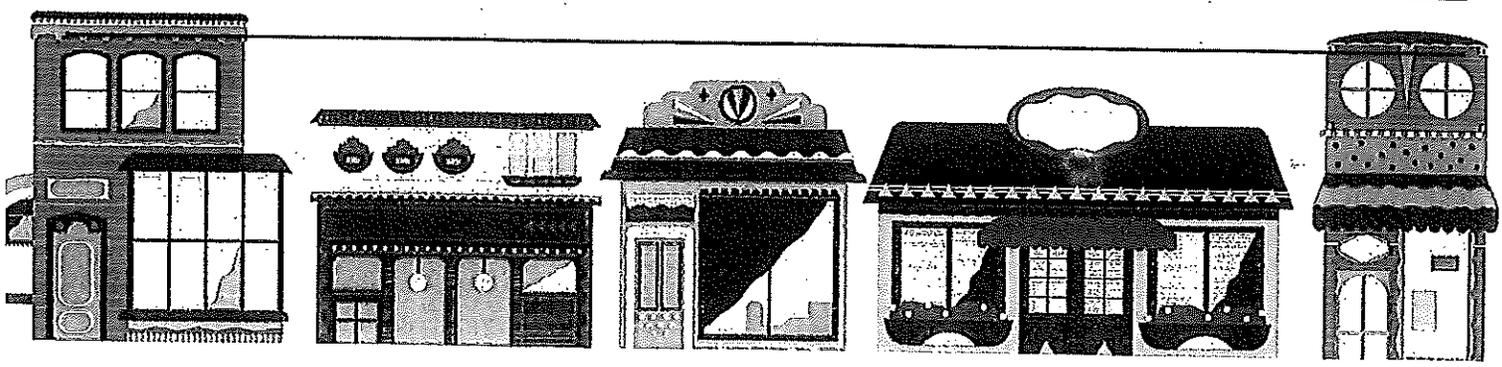
6543 ROSEBERRY, SHAWBY TWP., MI 48316
 Address of Applicant

110 W. THIRD ST. INLAY CITY, MI 48444
 Address of Property Proposed for Improvement

ROBERT YOUNG / OWNER
 Business Contact Person & Title

(586) 360-7022 (810) 724-0186 ROYOUNGDDS@YAHOO.COM
 Phone Fax Email

Please give a detailed description of work to be done:
REPLACE FABRIC COVERS ON EXISTING AWNINGS



RECEIVED
757858
MAR 20 2023
By:

Statement

DATE 1-4-2022

TO Robert Young DDS.
110 W. 3rd st. Inlay City

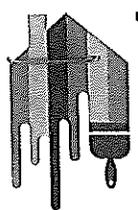
IN ACCOUNT WITH
Tim Bullion

- Painting of Exterior -
- Pressure washing to ensure Adhesion.
- minor repairs in (drive-it) exterior coating.
- 2-3 Colors - 2 coats
- removal of Awnings included.
- Quote good for 90 days.
- 50% down due at Start of Job.

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT \$ 2750.00
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edwards DC5812

01-11



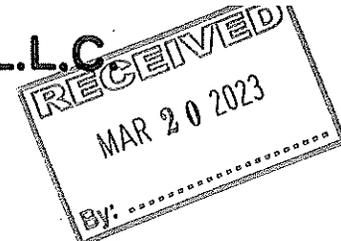
TIM BULLION PAINTING

Over 25 Years Experience
Customer Satisfaction Guaranteed

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 Phone: 248-542-5552-3 • Fax: 248-549-7860
 www.royaloakandbirminghamawning.com



ESTIMATE

Date 3-15-23

Customer Robert Young DDS Dentistry
 Address 110 W. 3RD
 City IMLAY City Zip _____
 Telephone 586

Price _____
 Tax _____
 Paint _____
 Total \$ 7536.00

SEE BELOW

FABRIC AWNING - RECOVERS

Quantity "5" 1- Bubble 4- BULBHOUSE
 5' 3'-11" 1-10'

Material SUNBrella 9.25oz Acrylic
- FLAME RETARDANT -

Color DARK Blue T.B.D

- QUOTE BASED ON CUSTOMERS MEASUREMENTS AND BASED ON THE FRAMES ARE NOT DAMAGED OR RUSTED OUT
 ADDITIONAL CHARGES WILL APPLY
- PERMIT FEE IS AN ADDITIONAL COST IF REQUIRED

DEPOSIT	TERMS	DELIVERY	REMEASURE
---------	-------	----------	-----------

Special Notes

X 3% Surcharge on Credit Card

Salesman

Price subject to change after 30 days.

"A satisfied customer is our best advertisement"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

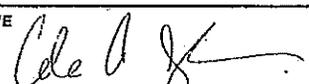
PRODUCER Legacy Partners II, LLC 31300 Plymouth Road Livonia MI 48150		CONTACT NAME: Raye Lynn McGuire PHONE (A/C No. Ext): 248-307-7502 FAX (A/C. No): 734-422-1240 E-MAIL ADDRESS: lynnm@legacypartnersins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

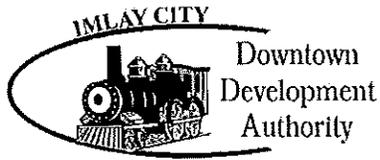
COVERAGES **CERTIFICATE NUMBER:** 20230301145807204 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	S2552017	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	N	N	S2552017	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	S2552017	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	WC9135574	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Royal Oak & Birmingham Awning, LLC. 2625 W. 14 Mile Road Royal Oak MI 48067 Fax: 248-549-7860	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



AGENDA ITEM NB 9c: Façade Grant Application and Guidelines Proposed Changes

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: In reviewing the Façade Grant Application Process and Checklist I noted some items that were not consistent with the procedures for processing the application, reimbursement payment and indemnification. Submitted for your consideration in yellow highlight are my proposed changes.

Items Attached: Façade Grant Application Process and Checklist
Façade Grant Guideline

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to approval the proposed changes to the Façade Grant Application Process and Checklist and the Program Guidelines.

Façade Grant Application Process and CheckList

The application must be completed and returned to the Imlay City DDA director along with:

- ___ A notarized letter of permission from owner (if applicant is not the property owner).
- ___ Documentation of DBA, LLC or Company organization documents confirming legitimate business name.
- ___ A **detailed** written description of the project plans (scope of work, including materials and color schemes), **and a rendering of proposed work** which addresses how the project complies with the **Façade Grant guidelines.**
- ___ A **detailed** cost estimate for all eligible costs supported by a quote from **a minimum of two or more licensed and/or insured** contractors or suppliers. Include Contractor / Supplier's business name, address, phone number, email, license or insurance certificate and website.
- ___ Copies of any permits necessary to complete the work.
- ___ **Completed W9 Form**

___ Upon project completion applicant must provide pictures of completed work and proof of payment to all suppliers/contractors (CASH TRANSACTIONS NOT ACCEPTED)

___ **The applicant has spoken to the zoning department and has received information regarding the permits needed and regulations related to this project.**

Zoning Administrator

Date

Grant Application

Check One: Property Owner

Business Owner

Check One: Signage (\$1,500 Maximum Grant)

Other Façade Improvements (\$5,000 Maximum Grant)

Name of Applicant

Address of Applicant

Address of Property Proposed for Improvement

Business Contact Person & Title

Phone

Fax

Email

Please give a detailed description of work to be done: _____

ATTENTION: NO WORK CAN BE COMMENCED AND/OR COMPLETED BEFORE DDA BOARD APPROVAL

The estimated improvement cost is \$_____.

The 50% reimbursement is estimated to be \$_____ (not to exceed \$5,000).

Please be sure that you have reviewed and submitted appropriate supporting documents outlined in the **Grant Application Process and Checklist** section of this document.

*For grant reimbursement, applicant must submit documentation that all invoices pertaining to project are paid in full, along with photo(s) of completed project. Reimbursement will not be granted if documentation is not received. By signing this application, you are stating that the above information is accurate to the best of your knowledge, that you agree to the requirements and there are no delinquent accounts with the City of Imlay City. **Grantee agrees to indemnify and hold harmless the City of Imlay City and the Imlay City Downtown Development Authority from any and all claims arising out of the work performed.***

Applicant Signature

Title

Date

For DDA use only

Property Address _____

Project is _____ Eligible _____ Not Eligible for the Grant Program.

_____ Director has confirmed legal ownership of property via www.lapeercounty.gov.

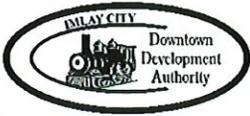
DDA Director Signature

Date

Board Action Date: _____ Approved _____ Denied _____

If approved reimbursement check # _____ payment date: _____





DDA Façade Grant Program Guidelines

Imlay City Downtown Development Authority (DDA) will consider applications for grants of up to fifty (50%) percent of the eligible costs not to exceed \$5,000. The maximum grant shall be \$5,000 per fiscal year. Projects will have to be in accordance with the guidelines below and the location must be inside of the DDA District.

Property owners and their tenants who do not pay property taxes are not eligible for the Façade Grant. Property owners and/or applicant may NOT have any delinquent taxes, unpaid fees or charges that are applicable to any portion of the land to which the application applies.

Objectives:

- Improve/upgrade vacant or underutilized historic building to accommodate new uses.
- Enhance the unique aesthetic appeal of downtown related to its architecture by encouraging the rehabilitation of certified historic structures.
- Stimulate new investment into district buildings to increase the property value and the economic potential of participating properties.
- To facilitate improvements that add value, are appropriate to the architecture of the building, and are compatible with the downtown main street setting.

Funding Limits:

A property may be granted up to a total of \$5,000 per fiscal year. Funding amounts differ dependent on type of project with a maximum allowed for projects per the guidelines contained herein. A property may only be awarded an Architectural Services Grant only once.

Project Description	Maximum Grant Funding
Signage (including but not limited to: free standing, attached, window graphics, text or images on awnings, marquees, related lighting and electrical fixtures)	\$1,500.00
All other eligible façade improvements as described below	\$5,000.00
Architectural Services	\$500.00

Eligible Façade Improvement Projects:

- Repair to building exterior facades.
- Masonry repair or cleaning.
- Restoration, repair, or replacement windows,
- Restoration, repair or replacement of exterior doors.
- Restoration, repair or replacement of exterior walls, chimneys, or other architectural elements.
- Exterior work necessary for conversion to a business establishment's entry or outdoor seating area.
- Removal of after-installed facades along with restoration of vintage elements.
- Lighting or other appropriate enhancements not related to signage.
- Exterior painting including porches, decks and balconies.
- Improvements or additions necessary for ADA compliance.
- Awnings that do not have imprinted text, images, etc.

Ineligible Façade Improvement Projects:

- Interior Improvements.
- Labor paid to applicant, family members of applicant, or employees of applicant.
- Roofing.
- Additions to existing structures with the exceptions that are listed above.
- Purchase of furnishings or equipment.
- Repair or creation of features not compatible with original architecture.
- Costs incurred before final grant approval by DDA.
- Costs paid by the applicant in merchandise or in-kind services.
- Costs associated with Michigan Sales Tax.

General Requirements:

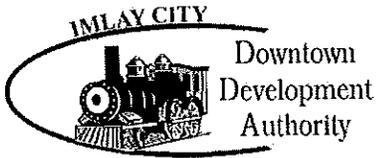
- For the project to be grant eligible, a completed Façade Grant Application must be approved by the Imlay City Downtown Development Authority Board of Directors **PRIOR** to the commencement of any work.
- You must include before pictures of project pertinent to application, along with a rendering where applicable.
- All work must be in accordance with the applicable local, state and federal codes.
- Please contact Gerry Edwards, Zoning Administrator, at 724-2135 (office hours Tuesday and Thursday 1-4:30pm) for information regarding sign ordinances and necessary permits.

- All exterior code deficiencies or violations and imminent health and safety hazards must be corrected in conjunction with façade renovation.
- Applicant shall be responsible for all construction management and contracting work to be done, as well as obtaining and following all local permits and codes.
- A detailed estimate for all eligible costs must be submitted and supported by a quote from a **minimum of two** or more licensed or insured contractors or suppliers.
- Quotes must include the contractor/supplier's business name, address, phone number, **email, license and/or insurance certificate**, and website (if applicable).
- Upon completion of work, all invoices pertaining to the project must be paid in full. **Copies of all paid receipts/checks must be submitted to the DDA office before reimbursement will be issued (cash transactions not acceptable), along with pictures of the completed work.**
- Property improvements must be completed within twelve (12) months of approval or applicant will be required to resubmit application with no guarantee of funding.
- Façade Improvement Grants are limited to \$5,000 per property per budget cycle. (July 1- June 30)
- A business that changes its name (under the same ownership) and remains at the same physical location is limited to two (2) grant approvals within a three year period. (The three (3) year period of time begins on the date on which the first grant was approved.
- A business (under the same ownership and name) that changes its physical address is limited to two (2) grant approvals within a three year period. (The three (3) year period begins on the date the first grant was approved).
- Property owner and/or applicant may NOT have any delinquent taxes, unpaid fees or unpaid charges that are applicable to any portion of the land to which the application applies.
- Grantee agrees to indemnify and hold harmless the City of Imlay City and the Imlay City Downtown Development Authority from any and all claims arising out of the work performed.

Architectural Services

- Before design work by an architecture firm may begin, the DDA Director must approve the qualifications of requested architectural firm and an Architectural Services Application must be approved by the Downtown Development Authority's Board of Directors.
- Design work should be appropriate to the architecture of the building and be compatible with the downtown main street setting.
- Only a property owner may request an Architectural Services Grant.
- Only one Architectural Services Grant will be allowed per property address. Changes in property ownership, scope of design work or architecture firm will not be considered as reasons for the DDA to grant additional Architectural Services grants.

- Upon design work completion, the DDA will receive copies of all work tendered by approved architectural firm regarding the approved property.
- It is the responsibility of the architecture firm and/or property owner to ensure design meets any state, local or city ordinances and codes.
- Quotes must include the architecture firm's business name, address, phone number, email, and website (if applicable).
- Grant funding will be placed in line according to date submitted for reimbursement upon completion of work. Copies of all paid invoices pertaining to the project must be submitted to the DDA office along with pictures of the completed project.
- Design renderings must be completed within nine (9) months of approval or applicant will be required to resubmit application with no guarantee of funding.



AGENDA ITEM NB 9d: Social Media Policy

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: In reviewing the City of Imlay City's policy manual, I noted that there is currently no policy with the sole purpose to govern over the social media accounts that are active for the DDA. The pages that are currently active and administered by the DDA Director and/or Farmers Market Manager include: Downtown Imlay City; Imlay City Farmers Market; and Art In The Rough. There are several other pages that are administered by non DDA personnel and I believe it would be a best practice if the policy was consistent across all City Social Media sites.

Items Attached: Social Media Policy

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to send the proposed Social Media Policy to City Commission for approval.

City of Imlay City
Social Media Policy

Purpose

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the City of Imlay City is using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and its Departments.

The City of Imlay City has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of social media.

Goal

To strengthen the connection between City of Imlay City government and the community by providing timely, interesting, accurate and relevant information about living and working in the City of Imlay City. The main function of our social media account will be to ensure that residents and businesses are aware of all the services available to them and that they are informed in a timely manner of any relevant news affecting their interests in City of Imlay City. Social media sites should also serve as a forum for facilitating positive discussion on City of Imlay City matters and services.

Local, state and federal laws

The City of Imlay City social media sites shall comply with all federal, state and local laws including but not limited to:

- First Amendment Freedom of Speech
- Freedom of Information Act
- Privacy Laws
- Public Record Laws
- Copyright laws

Ownership and Retention

The City of Imlay City owns and retains all rights to the Facebook pages “Downtown Imlay City; Imlay City Farmers Market; and Art in the Rough.” All passwords and admin rights to the page will be surrendered upon termination of employment for those with access.

Administration and management of social media

Administration will be responsible for the content and upkeep of any social media sites. The City Manager and the DDA Board shall designate an administrator of its social media account/s and submit the employee’s name for public information. The Page Administrators shall be responsive to constituents who communicate via Facebook’s comment and personal message functions. Communication with constituents and fans will be timely and consistent.

City of Imlay City Facebook Comment Policy

We will be courteous and professional in our postings and ask that you do the same. Reasonable arguments for opposing views are encouraged. The City of Imlay City is not responsible for settling disagreements between users, nor will a comment be removed solely at the request of a user.

The City of Imlay City reserves the right to delete or censor comments with content that:

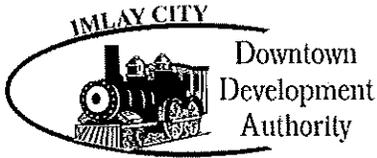
- contains a personal attack, insult, racial slur or any other derogatory term
- defames any person or organization
- is off-topic and unrelated to the original post
- uses foul language or is sexually explicit, including “masked” profanity
- promotes hate or discrimination of any kind
- is blatant spam, including advertising commercial services or products
- encourages illegal activity or violates any local, state or federal law
- contains private or personal information
- endorses candidates or a particular stance on an active ballot measure or specific legislation
- is reported as abuse
- contains random or unintelligible text
- compromises the safety or security of the public or public systems
- violates a legal ownership interest of any other party
- contains images, videos or links to sites that do not conform to these guidelines
- contains viruses or computer code. Repeated violations of the above comment policy may cause the author to be permanently blocked from the Downtown Imlay City; Imlay City Farmers Market; Art in the Rough Facebook page(s).

We understand that social media is a 24/7 medium; however, our moderation capabilities are not. We may not see every inappropriate comment right away. We trust in the maturity of our community to ignore personal attacks and negative speech or respond politely. If a user posts a comment that requires a response, it will be answered within two business days between 8:00 a.m. and 4:30 p.m. A posted comment (which could be in the form of text, image, video or hyperlink) is the personal opinion of the original author--not the City of Imlay City --and publication of a comment does not imply endorsement or agreement by the City of Imlay City

The City of Imlay City is not responsible for the content provided on "related," "promoted" or "sponsored" ads that are accessible from this Facebook page. All viewers should note that these related ads and comments expressed on them do not reflect the opinions and position of the City of Imlay City government, its officers or employees.

The City of Imlay City does not collect, maintain or otherwise use the personal information stored on any third-party site in any way other than to communicate with users on that site. Users may remove themselves at any time from the City of Imlay City's "friends" or "fan" lists. Users should be aware that third party websites like Facebook have their own privacy policies and follow these policies accordingly. This comment policy may be revised at any time to ensure its continued use is consistent with its intended purpose as a limited forum.

Adopted:



AGENDA ITEM NB 9e: 3rd Qtr. Budget Amendments

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Upon review of the FY 2022-23 budget I noted that both revenues and expenditures are trending out of normal levels. While the additional revenue will help offset some unanticipated expenses the use of fund balance will be necessary to balance the budget. Fiduciary responsibility must be used during the next three months of operations as to not exceed the other line items that are also trending over the 75 percentile.

Items Attached: Budget Memo Overview

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to approve a budget amendment in the amount of \$30,000 for Dept. 705.000 as needed to balance individual line items within department.

April 3, 2023

DDA Board Members,

I am providing to you the budget to actual report through March 31, 2023, for City of Imlay City Downtown Development Authority Fund 248

Revenues are \$326,678.87 (**106.55%**) and expenditures are \$279,747.61 (**91.24%**) which leaves a positive balance of net income of \$46,931.26. Changes in budgeted revenues of \$22,298.94 have been received from tax. Rent revenues have increased an additional \$3,250. No other anticipated revenue is expected this fiscal year.

Expenditures for Dept. 265.000 Building Maintenance are \$3,472.87 which is at 45.44% - lower than anticipated.

Expenditures for Dept 705.000 Unallocated Activity are \$279,747.61 which is 91.24% - higher than anticipated with 3 months left in this fiscal year.

Line items exceeding 100% of approved budget are:

- PTO / Vacation \$790.59
- Office Supplies \$292.84
- Contracted Services \$6,695.00 (Interim Director)
- Community Promotion (Façade Grants) \$1,672.06*
 - + Outstanding Invoice IC Strikes \$2,441.09
- Miscellaneous Repairs & Maintenance \$6,330.00
- Streetscape Maintenance \$27,132.71*
 - + Spring Clean-up and services until June 30th
- Miscellaneous \$625.83
- Concert Series \$275.21*
 - + Performers for June = \$4,500
 - + Advertising / Food etc. = ?

Line Items less than 50% of approved budget:

- Postage \$358.42
- Operating Supplies \$179.11
- Advertising \$8412.00
- Leases \$1000
- DDA Workshop Expenses \$800
- Lapeer Development Corp Dues \$6,250

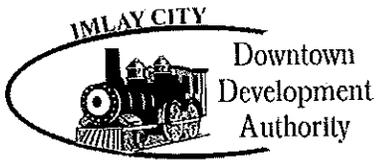
Over budget = \$43,614.24 + outstanding obligations = \$50,555.33

Additional revenue \$25,548.94

Funds need to balance budget \$25006.39

Recommended use of prior year fund balance \$30,000.00

Ending Fund Balance \$272,201.43



AGENDA ITEM NB 9f: DDA Bylaws Review

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: It was suggested at the DDA March 13, 2023, meeting, that a review of the current DDA by-laws was needed to ensure that all current members, and the Director are compliant with the articles contained therein.

Items Attached: August 2021 Adopted By-laws

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended Motion: Motion to update and adopt the DDA Bylaws with the detailed changes per meeting discussion.

THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF IMLAY CITY

RULES

ARTICLE I

BOARD MEMBERSHIP

Section 1

The board of Directors of the Downtown Development Authority of the City of Imlay City shall be subject to approval by the Mayor and the City Commission of the City of Imlay City.

Section 2

A member of the Board who has a direct interest in any matter before the Authority shall comply with the conflict-of-interest policy as adopted by the Board.

Conflict-of-Interest Policy

A board member who has a conflict of interest regarding any matter before the Authority shall disclose the interest prior to any action by the Authority with respect to the matter. The disclosure shall become a part of the record. Any member making such a disclosure shall then refrain from participating in the Authority's decision-making process, which would include comments and or discussion relative to the matter. The Board members and the Authority shall comply with Michigan Public Act 317 of 1968 as amended, being Michigan Compiled Law 15.321 et. seq., or any other Michigan statute governing conflict of interest of Downtown Development Authority members then in effect.

Section 3

Before assuming the duties of office, a member of the Board shall qualify by taking and subscribing to the constitutional oath of office.

Section 4

The board of Directors of the Downtown Development Authority shall be made of a board of up to 10 members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it.

Section 5

Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the City Commission. A member of the Downtown Development Authority may be removed by the City Commission, after written charges and a public hearing, for nonfeasance, misfeasance or malfeasance in

office. Sufficient cause for removal includes, but is not limited to, a director of the board acquiring unexcused absences at three consecutive regular meetings, or 25 percent of such meetings in any calendar year. The member shall be deemed to have vacated their office, and the City Commission may declare said office vacant. Upon such office being declared vacant, the Mayor shall appoint with the approval of the City Commission a new member to fill such vacancy for the unexpired term.

ARTICLE II

OFFICERS

Section 1

The officers of the Authority shall consist of a chairperson, vice chairperson, secretary and treasurer and director if appointed.

Section 2

The officers of the Authority shall be elected in July of each year by the members of the Board. Each officer shall serve for one year or until his or her successor shall take office. Vacancies in office shall be filled by election of the Board.

Section 3

The chairperson shall preside at all meetings of the Board and shall perform such other duties as they are assigned to him or her by the Board.

Section 4

The vice chairperson shall preside whenever the chairperson is unavailable. If neither the chairperson nor the vice chairperson is available to preside at a meeting, a temporary presiding officer shall be elected for that meeting.

Section 5

The Board may employ and fix the compensation of a secretary, who shall maintain custody of the official seal and records, books, documents, or other papers not required to be maintained by the treasurer. The secretary shall attend meetings of the Board and keep a record of the proceedings and shall perform such other duties delegated by the Board.

Section 6

The treasurer of the City of Imlay City will be asked to serve as the DDA treasurer. They shall keep the financial records of the Authority and who, together with the Director, if any, shall approve all accounts payable vouchers for the expenditure of funds of the Authority. The treasurer shall perform such other duties as may be delegated to him or her by the Board and shall furnish bond in an amount prescribed by the City of Imlay City Charter.

Section 7

The Board may employ and fix the compensation of a director, subject to the approval of the City of Imlay City Commission. The director shall serve at the pleasure of the board. A member of the Board is not eligible to hold the position of director. Before entering upon the duties of the office, the director shall take and subscribe to the constitutional oath and furnish bond by posting a bond in the amount of \$5,000 payable to the Authority for the use and benefit of the Authority, approved by the Board, and filed with the Clerk of the City of Imlay City. The premium on the bond shall be considered an operating expense of the Authority, payable from funds available to the Authority for expense of operation. The director shall be the chief executive officer of the Authority. Subject to the approval of the Board, the director shall supervise and be responsible for the preparation of plans and the performance of the functions of the authority in the manner authorized by Public Act No. 197 of 1975. The director shall attend the meetings of the Board and shall render to the Board and to the governing body a regular report covering the activities and financial condition of the Authority. If the director is absent or disabled, the Board may designate a qualified person as acting director to perform the duties of the office, the acting director shall take and subscribe to the constitutional oath and furnish a bond as required by the director. The director shall furnish the Board with information or reports governing the operations of the Authority, as the Board requires.

ARTICLE III

MEETINGS

Section 1

Regular meetings of the Board shall be held at the City offices of the City of Imlay City or such other location as designated by the Board.

Section 2

If standard meeting dates are established, a resolution setting the specific date of each regular meeting of the year shall be adopted by the City Commission with the recommendation of the Downtown Development Authority each January and posted at the City Offices. Further, notices shall be posted to comply with state law and local ordinance.

Section 3

Special meetings may be called by the chairperson, the secretary, the DDA Director, or by any two members who submit a written request to the chairperson or DDA Director.

Section 4

Notice of all special meetings shall be posted at the City offices at least 18 hours prior to the meeting or as otherwise required to comply with applicable laws and ordinances.

Section 5

A majority of the membership of the Board shall constitute a quorum for any meeting or as required by law.

Section 6

All meetings and records of the Authority shall be open to the public. The DDA shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The DDA shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

Section 7

The normal order of business shall be:

- a. call to order
- b. roll call
- c. public participation
- d. approval of minutes
- e. expenditure report
- f. old business
- g. new business
- h. DDA Director report
- i. adjournment

— Comments from Board?

Section 8

The annual meeting of the Authority shall be held in July of each year. The business of the annual meeting shall include the election of officers. The fiscal year of the Authority shall be July 1st through June 30th.

Section 9

If, at any meeting, there is no physical quorum, members may make themselves available via ZOOM in order to make monetary decisions, when applicable.

Not legal

ARTICLE IV

Section 1

Amendments to these Rules may be proposed at any meeting of the Board.

Section 2

In order to become effective, any amendment to these Rules must be approved by at least two thirds of the regular members of the Board and approved by the City Commission of the City of Imlay City.

The undersigned Secretary of the Board of the Downtown Development Authority of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were duly adopted by the Board at a meeting held on the _____ day of _____, 2021.

Trish Dennis, Secretary

The undersigned City Clerk of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were approved by the City Commission of the City of Imlay City at a regular meeting held on the _____ day of _____, 2021.

Dawn Sawicki-Franz, City Clerk

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Crime Schedule for the City of Imlay City
as of 7/1/2022

City Of Imlay City
150 N. Main St.
Imlay City, MI 48444-1172

Policy #: MML001151030
Effective From: 7/1/2022 to 7/1/2023

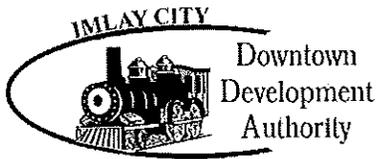
Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	\$250,000	\$0
Employee Dishonesty	\$250,000	\$0
Money/Securities Loss Inside	\$250,000	\$0
Money/Securities Loss Outside	\$250,000	\$0
Money Orders/Counterfeit	\$250,000	\$0
Computer Fraud	\$100,000	\$0
Funds Transfer Fraud	\$100,000	\$0
Impersonation Fraud	\$100,000	\$0
<u>Bonds</u>		
Bond A: Treasurer	\$300,000	N/A
Bond B: Dda Director	\$250,000	N/A
Total Number of Bonds = 2		

Troy L. Feltman, DPA
Account Executive
MML Liability & Property Pool
MML Workers' Compensation Fund
248-204-8101 (Direct Line)
517-763-9974 (Cell)

Troy.feltman@
meadowbrook.com





AGENDA ITEM NB 9h: Downtown Light Pole Flags

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The former Director advised that new flags were needed for installation on 40 downtown light poles. These flags will hand in place from May to Veterans Day in November.

Items Attached: Heritage Flag & Banner Quote
Better Buy Flag Estimate

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to approve the purchase of 40 3x5' Nylon flags from Heritage Flag & Banner in the amount of \$1200.00 to be paid from Streetscape Maintenance.

Better Buy Flag
(810) 969-4063
 1047 Roods Lk Rd
 Lapeer, MI 48446

Estimate

Number E196

Date 4/4/2023

Bill To Imlay City Downtown Develop Authority
 150 N. Main St
 Imlay City, MI, 48444

Ship To Imlay City Downtown Devlp Authority
 150 N. Main St
 Imlay City, MI, 48444

PO Number	Terms	Customer #	Ship	Via	Project

Item #	Description	Quantity	Price Each	Tax1	Amount
	3x5 US Nylon	40	\$40.00	✓	\$1,600.00
	3x5 US Polyester	40	\$52.00	✓	\$2,080.00

Amount Paid	\$0.00
Amount Due	\$3,900.80
Discount	\$0.00
Shipping Cost	\$0.00

Sub Total	\$3,680.00
Sales Tax 6.00% on \$3,680.0	\$220.80
0% on \$0.00	\$0.00
Total	\$3,900.80

Senator Daley's office - Alex 517-373-1777
 Heritage Flag + Banner - 248 628-4453

HERITAGE FLAG & BANNER

2600 GLEN VALLEY DR
LEONARD MI 48367

1-800-922-3524

QUOTATION

52170

IMLAY CITY DDA

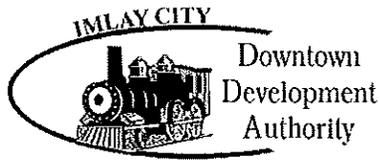
WE ARE PLEASED TO QUOTE PRICING FOR 3X5' NYLON U.S. FLAGS.

QUOTED BY LAURENCE O'DESS

DATE	Ship Date	Terms
4/4/2023		52170

Quantity	Catalog	Description	Unit Price	Extension
40	2460	3x5' U.S. NYL-GLO 2000 NYLON	30.00	\$1200.00

Total 1,200.00



AGENDA ITEM NB 9g: Goals and Objectives Meeting

DATE: April 10, 2023

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: It is recommended that specific goals and objectives are set by the DDA Board to provide direction to the Director. This will assist in performance evaluations for DDA employee(s) and create a focus that can be shared with the community for the direction of the DDA at this time.

Items Attached: Project List

Action Needed: Pass the motion(s) as recommended or amended per board discussion.

Recommended

Motion: Motion to hold a Special Meeting Workshop with the sole purpose of discussing goals and objectives for the 2023-2024 FY.

Project List Suggestion:

DDA Commission Education Opportunities – Mainstreet Approach Four-Pillars

Community Welcome Program

Light Poles along Van Dyke

EV Charging Station

Benches / Trash Cans / Picnic Tables / Water Feature

Art Installations / Murals

Bike Racks

Farmers Market Pavilion

Retaining Walls

Pocket Park Improvements (placemaking)

Building Acquisition

Enhanced Façade Grant with increased funding for blight remediation

Playscape additions (handicap accessibility)

Events