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

REGULAR MEETING DECEMBER 9, 2024 5:35 P.M.

Walter Bargen, Chair Neil Docherty, Vice Chair Kim Jorgensen, Secretary Stu Davis, Treasurer Joi Kempf, Board Member Justin Shattuck, Board Member Steve Robbins, Board Member Jessica Montoya, Board Member John Genord, Board Member Barbara Yockey, Mayor

<u>A G E N D A</u>

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. CONSENT AGENDA (pgs 3-14)
 - AGENDA

MEETING MINUTES: Special Meeting November 4, 2024; Executive Session (provided at meeting) FINANCIAL REPORTS: through November 30, 2024

DDA Expenditure Report, Check Register Report

DDA Credit Card Statement; Balance Sheet; City Allocated Expense Report

- 5. CORRESPONDENCE (none)
- 6. SPECIAL PRESENTATION (none)
- 7. COMMITTEE REPORTS
 - A. 338 Third Street Negotiating
- 8. PUBLIC PARTICIPATION
- 9. UNFINISHED BUSINESS: None
- 10. NEW BUSINESS:
 - A. 375 N. Almont Avenue Façade Grant (pgs 15-27)
 - B. Revenue Sharing MOU Public Safety (pgs 29-31)
 - C. Revenue Sharing MOU Seniors (pgs 33-35)
 - D. Revenue Sharing MOU Veterans (pgs 37-39)
 - E. Irrigation Services Proposals (pgs 41-43)
 - F. Landscape / Annual Flowers Proposals (pgs 45-50)
 - G. Rotary Park Improvement Project (pgs 51-63)
 - H. Municipal Parking Lease Renewals (pgs 65-67)

CLOSED SESSION - For the purpose of property acquisition (if needed)

- 11. EXECUTIVE DIRECTOR'S REPORT (pgs 69-73)
- 12. PUBLIC PARTICIPATION
- 13. BOARD MEMBER COMMENTS
- 14. ADJOURNMENT

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Consent Agenda

DATE: December 9, 2024

- TO: DDA Board Members
- FROM: Christine Malzahn, DDA Executive Director

Items Attached:

- a. Meeting Agenda
- b. Meeting Minutes
 - November 4th Special Session
 - November 4th Closed Session (provided at meeting)
- c. Financial Reports Ending November 30, 2024
 - DDA Expenditure Report = \$ 25,917.87
 - Check Register Report = \$ 15,216.42
 - Credit Statement Oct & Nov
 - Ending Fund Balance Sheet = \$ 221,638.01
- d. Spreadsheet of FY 2024-25 monthly City administrative transfers -
 - November Totals \$5,690.99

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

Recommendation: Motion to approve the consent agenda items as presented.

IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY

Special Meeting November 4, 2024 MEETING MINUTES

A regular meeting of the Downtown Development Authority was held on Monday, November 4, 2024, at Imlay City Fire Hall, 571 E. Borland, Imlay City MI 48444.

1. CALL TO ORDER

Chair Walt Bargen called the meeting to order at 5:33 pm

2. PLEDGE OF ALLEGIANCE

 ROLL CALL – Director Malzahn called the roll. Present: Kim Jorgensen, Stu Davis, Jessica Montoya, Justin Shattuck, John Genord, Steve Robbins, Mayor Joi Kempf, Chairman Walter Bargen Absent: Neil Docherty (excused), Barbara Yockey (arrived 5:41 pm) Also Present: Chris Bishop, Sam Moore *Quorum Present*

4. CONSENT AGENDA

MOTION by Davis, supported by Shattuck to approve the consent agenda items as presented. Consent agenda items include:

Meeting agenda with additions; regular meeting minutes October 14, 2024

FINANCIAL REPORTS - through October 31, 2024; DDA Expenditure Report, Check Register Report

Director Malzahn reported that tax revenue was received for \$70,624.56 and MI Community Stabilization funds

were received of \$18,333.53, which is less than anticipated in our budget.

Balance Sheet; City Allocated Expense Report

All in Favor 8 / Nays 0 - MOTION CARRIED UNANIMOUSLY

- 5. CORRESPONDENCE none
- 6. SPECIAL PRESENTATION none
- 7. COMMITTEE REPORTS

338 Third Street Negotiating Committee - Item will be discussed during closed session

8. PUBLIC PARTICIPATION - none

9. UNFINISHED BUSINESS -

A. City/DDA Revenue Sharing MOU / City Services Negotiating Committee Recommendation

The Board reviewed a Memorandum of Understanding, drafted by city manager Horton detailing the results from meetings the negotiating committee held with city management. Terms of the MOU include an annual administrative transfer of 15% of the total DDA annual city tax capture to help offset city-borne costs associated with the downtown area. The revenue sharing will include services utilized by the DDA for city staff (bookkeeper, clerk/treasurer, etc) plus office space. Furthermore, the DDA agrees to continue to pay the monthly utility charges to operate the street lighting in the downtown area (but not those on municipal-owned properties), monthly usage fees for office equipment, insurance coverage on all DDA assets, and for lawncare maintenance of the grass in the downtown area parks/depot drive.

Under this new MOU the DDA will now capture monthly interest income on its fund balance and will look to reduce utility costs by converting the downtown lights to LED.

MOTION by Davis, supported by Robbins to approve the Revenue Sharing Agreement as presented, pending confirmation on interest payments from the city treasurer. All in Favor 9/ Nays 0 - **MOTION CARRIED UNANIMOUSLY**

B. 2024 Farmers Market Final Report

Market Manager Chris Bishop presented her completed reporting documents with state agencies for the 2024 market season. Detailed reports for sales and attendance were provided to the Board. Discussion was held for potential changes to next season's market (times, number of weeks, location etc)

NO BOARD ACTION NEEDED

10. NEW BUSINESS

A. Façade Grant Application

Director Malzahn recommended the following amendments be made to the Façade Grant Application to better align the grant program to the mission of the DDA. Add the following point to the guidelines:

• The property where the work is to be done MUST be occupied and open to the public with regular business operating hours.

Add the following point under the ineligible projects list:

• Projects considered routine maintenance (cleaning, power washing, trash removal etc.)

MOTION by Davis, supported by Jorgensen to amend the Façade Grant Application as presented.

All in Favor 9/ Nays 0 - MOTION CARRIED UNANIMOUSLY

B. 2025 Regular Meeting and Event Dates

Director Malzahn presented a list of proposed meeting, concert and informational meeting dates. In accordance with the open meetings act the meetings must be published annually and easily available to the public. Malzahn will post on the DDA website and publish in the TCT newspaper.

MOTION by Davis, supported by Yockey to approve and publish the 2025 calendar dates for meetings and events as presented and to cancel the November 18, 2024 regular meeting due to lack of agenda items.

All in Favor 9/ Nays 0 - MOTION CARRIED UNANIMOUSLY

C. Annual Audit Report

The DDA is required by law to have an annual audit completed by an independent professional. Per the cityawarded contract, King & King Accounting performs this billable service for the DDA as part of the City of Imlay City annual audit. Director Malzahn provided DDA-related results to the Board. The full audit report will be presented to the City Commission at their November 19th meeting.

The DDA was invoiced and paid \$817.37 to King and King this fiscal year.

NO BOARD ACTION NEEDED

CLOSED SESSION - for the purposes of property acquisition **MOTION** by Davis supported by Robbins to enter closed session at 5:59 pm All in Favor 9/ Nays 0 - **MOTION CARRIED UNANIMOUSLY**

RE-ENTER REGULAR SESSION AT 6:09 PM

MOTION by Davis, supported by Robbins for support of the offer to purchase the three city-owned parcels by the IC Holdings Corporation.

Roll Call: AYES – Davis, Robbins, Jorgensen, Montoya, Genord, Bargen NAYS –Shattuck, Yockey, Kempf **MOTION CARRIED 6/3**

11. DIRECTORS REPORT

Malzahn provided her written report in the meeting packet for November 2024. At the meeting Malzahn also reported that she ordered more c7 lamps for the holiday decorations because the DPW in preparations noted a shortage. She also reported a new business was coming to 151 E. Third Street, and that the owner had reached out to her. Malzahn drafted a MOU for the sharing of the Fire Hall space for the Kringle Market based on an understanding reached at the city commission meeting with lease tenant J&J Liquidators.

12. PUBLIC PARTICIPATION - none

13. BOARD MEMBER COMMENTS - none

14. ADJOURNMENT

MOTION by Davis, supported by Shattuck to adjourn the meeting at 6:20 pm All in Favor 9 Ayes/Nays 0 MOTION CARRIED 5/0

Next Regular DDA Board meeting date: Monday, December 9, 2024, at 5:35 PM

Respectfully submitted by: _

Christine Malzahn, DDA Executive Director

DDA APPROVED:

CITY COMMISSION APPROVED:

<pre>Dept 705.000 - UNALLOCATED ACTIVITY 248-705.000-703.000 WAGES & SALARIES 248-705.000-706.001 HOURLY WAGES 248-705.000-713.000 DEFERRED COMP CONTRIBUTION 248-705.000-713.000 OFTICAL INSURANCE 248-705.000-715.000 SOCIAL SECURITY INS 248-705.000-715.000 PTO/VACATION PAY-OUT 248-705.000-721.000 PTO/VACATION PAY-OUT 248-705.000-721.000 OFFICE SUPPLIES 248-705.000-721.000 OFFICE SUPPLIES 248-705.000-731.000 DUES/MEMBERSHIPS 248-705.000-807.000 AUDIT FEES 248-705.000-811.000 DUES/MEMBERSHIPS 248-705.000-831.000 CONSULTING FEES 248-705.000-831.000 WORKERS COMPENSATION 248-705.000-860.000 TRANSPORTATION & CONFERENCES 248-705.000-860.000 TRANSPORTATION & CONFERENCES 248-705.000-860.000 FRINTING & PUBLISHING 248-705.000-930.000 FRINTING & PUBLISHING 248-705.000-930.000 MISCELLANEOUS REPARS & MAINT 248-705.000-956.000 MISCELLANEOUS 248-705.000-956.000 MISCELLANEOUS</pre>	Total Dept 265.000 - BUILDING MAINTENANCE	Expenditures Dept 265.000 - BUILDING MAINTENANCE 248-265.000-921.000 ELECTRICITY 248-265.000-923.000 HEAT 248-265.000-924.000 WATER & SEWER CHARGES	TOTAL REVENUES	Total Dept 000.000 - REVENUE	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY Revenues Dept 000.000 - REVENUE 248-000.000-402.000 TAX REVENUE 248-000.000-560.000 WINTER FEST 248-000.000-675.000 LOCAL COMMUNITY STABILIZATION SHARE APP 248-000.000-675.001 ROTARY PARK DONATIONS 248-000.000-675.500 FARMERS MARKET REVENUE 248-000.000-675.600 DDA CONCERT SERIES 248-000.000-675.800 BRICK FAVERS/BENCHES 248-000.000-675.800 BRICK FAVERS/BENCHES	GL NUMBER DESCRIPTION	12/02/2024 09:49 AM USar: RENEE DB: Imlay City
50,600.00 15,000.00 1,000.00 1,100.00 1,100.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 1,000.0000000000	2,500.00	1,500.00 500.00 500.00	355,400.00	355,400.00	324,000.00 3,000.00 20,000.00 2,000.00 2,000.00 4,000.00 4,000.00 1,800.00 1,800.00	2024-25 ORIGINAL BUDGET	EXPENDITURE REPORT PERIOD ENDING 11
50,600.00 15,000.00 1,100.00 1,100.00 1,100.00 1,100.00 3,000.00 3,000.00 3,000.00 3,000.00 5,000.00 1,000.00 5,000.00 1,20	2,500.00	1,500.00 500.00 500.00	355,400.00	355,400.00	324,000.00 3,000.00 20,000.00 2,000.00 4,000.00 4,000.00 500.00 1,800.00	2024-25 Amended budget)RT FOR CITY OF 11/30/2024
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	262.89	116.21 82.76 63.92	97,363.49	97,363.49	70,624.56 565.00 18,333.53 0.70 3,460.00 515.70 515.70 3,864.00	YTD BALANCE 11/30/2024 NORM (ABNORM)	IMLAY CITY
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	18.00	0.00 18.00 0.00	340.00	340.00	340.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	ACTIVITY FOR MONTH 11/30/24 INCR (DECR)	
28,297.63 9,220.00 (1,440.00) 1,000.00 2,158.42 413.45 2,145.60 8,80 770.39 770.39 770.39 1,489.58 5,503.53 1,489.58 5,000.00 4,051.88 (774.90) 3,674.90 3,674.90 3,674.90 3,675.37 1,827.48 591.00 17,392.64 294.35	2,237.11	1,383.79 417.24 436.08	258,036.51	258,036.51	253,375.44 2,435.00 1,666.47 2,000.00 5,400.00 (15.70) 100.00 (2,064.00)	AVAILABLE BALANCE NORM (ABNORM)	Page: 1/2
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	10.52	7.75 16.55 12.78	27.40	27.40	21.80 18.83 91.67 100.00 86.50 103.14 0.00 214.67	% BDGT USED	

AM	DB: Imlay City	USEr: RENEE	12/02/2024 09:49
			AM

REVENUE AND EXPENDITURE REPORT FOR CITY OF IMLAY CITY

Page: 2/2

PERIOD ENDING 11/30/2024

NET OF REVENUES & EXPENDITURES	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY: TOTAL REVENUES TOTAL EXPENDITURES	TOTAL EXPENDITURES	Total Dept 705.000 - UNALLOCATED ACTIVITY	248-705.000-975.000 CAPITAL OUTLAY		248-705.000-973.560 WINTER FEST	248-705.000-973.300 FARMERS MARKET EXPENSE	248-705.000-973.100 LAPEER DEVELOPMENT CORPORATIO	248-705.000-973.008 BRICK/BENCH EXPENSE	248-705.000-973.006 DDA CONCERT SERIES EXP	248-705.000-973.002 LEASES	248-705.000-973.000 DEVELOPMENT COSTS-UNALLOCATED	248-705.000-958.000 ADMINISTRATIVE/TRANSFER TO	Expenditures	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY	GL NUMBER DESCRIPTION	DB: THITAY CILY
0.00	355,400.00 355,400.00	355,400.00	352,900.00	12,000.00	2,000.00	4,000.00	10,000.00	6,250.00	100.00	12,000.00	1,300.00	20,000.00	35,000.00			2024-25 ORIGINAL BUDGET	
0.00	355,400.00 355,400.00	355,400.00	352,900.00	12,000.00	2,000.00	4,000.00	10,000.00	6,250.00	100.00	12,000.00	1,300.00	20,000.00	35,000.00			2024-25 AMENDED BUDGET	
(56,070.31)	97,363.49 153,433.80	153,433.80	153,170.91	132.34	0.00	1,210.37	4,234.19	6,250.00	0.00	6,652.92	1,271.00	5,253.12	0.00			YTD BALANCE 11/30/2024 NORM (ABNORM)	
(25,577.87)	340.00 25,917.87	25,917.87	25,899.87	0.00	0.00	1,210.37	267.00	0.00	0.00	0,00	1,271.00	(1,000.00)	0.00			ACTIVITY FOR MONTH 11/30/24 INCR (DECR)	
56,070.31	258,036.51 201,966.20	201,966.20	199,729.09	11,867.66	2,000.00	2,789.63	5,765.81	0.00	100.00	5,347.08	29.00	14,746.88	35,000.00			AVAILABLE BALANCE NORM (ABNORM)	
100.00	27.40 43.17	43.17	43.40	1.10	0.00	30.26	42.34	100.00	0.00	55.44	97.77	26.27	0.00			% BDGT USED	

12/02/2024 09:51 AM USE: RENEE DB: Imlay City	51 AM		CHECK DISBURS CHECK DA	CHECK DISBURSEMENT REPORT FOR CITY OF IMLAY CITY CHECK DATE FROM 11/01/2024 - 11/30/2024	TY			Page
Check Date B	Bank	Check #	Payee	Description	Account	Dept	Project	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY	NTOWN	DEVELOPMI	ENT AUTHORITY					
				MICROSOFT OFFICE	818.000	705.000		
				CHECK TRI 85809 TOTAL FOR FUND 248:				
11/14/2024 T	TRI	85811	WELLS FARGO VENDOR	COPIERS	956.000	705.000		
11/22/2024 T	TRI	85847	DTE ENERGY	ELECTRIC- DDA SPRINKLER	921.000	705.000		
11/22/2024 T	TRI	85848	DTE ENERGY	ELECTRIC- DDA SIGN	921.000	705.000		
11/22/2024 T	TRI	85852	DTE ENERGY	ELECTRIC- DDA LIGHTS	921.000	705.000		

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11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/26/2024

TRI TRI TRI

85878

CONSUMERS ENERGY

150 BANCROFT DDA

818.000 923.000

265.000

18.00 15,216.42 705.000 705.000 705.000

BILLING FOR NOVEMBER 2024

Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

85856 85869

VC3 INC

GRAND TRUNK WESTERN

TRI

85854 85855

DTE ENERGY FRONTIER

CITY HALL PHONES 11/10/2024 - 12/08/20 853.000

FOR DOC L93-81 DDA BILDING , PARKING A 973.002

ELECTRIC- 150 BANCROFT

921.000

705.000

26.95 30.12 30.12 17.64 188.50 188.50 30.70 30.70 30.70 30.70 56.10 1,271.00 1,271.00 1,271.00 1,271.00 1,271.00

26.95

13.45

8.30

Amount



CITY OF IMLAY CITY Account number ending in 9672 Transactions for billing cycle ending 10/25/24



TRANSACTION DETAIL

1

Transactions

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
10-14	10-15	85411174289023000240235	PAYMENT - THANK YOU	\$994.45 CR
10-16	10-16	82305094290000022546339 705000973560	AMAZON MARK* 0005C0XJ3 SEATTLE WA	\$410.37
10-16	10-17 5 NN	82301024290900019286552	SIGNS365.COM 800-2658830 MI	\$232.50
10-21 Comm F	10-22	55444364296126762777245	VERA'S BALŁONS-R-FUN ROMEO MI	\$125.00
10-22	10-23	05436844296300196446885	KROGER #465 IMLAY CITY MI	\$33.88
10-22 merati	10-23	75418234296212189036186 24870600748000	EIG*CONSTANTCONTACT.CO WALTHAM MA	\$294.00

	Fees	Chai	rge	d		
12	Total	Fees	for	this	period	

Interest Charged

\$0.00	Interest Charge on Purchases	\$0.00
	Interest Charge on Cash Advances	\$0.00
	Interest Charge on Balance Transfers	\$0.00
	Total Interest for this Period	\$0.00

Charge Summary	Your Annual Percentage Rate (APR) is the annual interest rate on your account	(v) Variable rate	(f) Fixed rate
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	Annual Percentage Rate (APR)	Special Offer or Eligible Purchases APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	18.24% (v)	NA	\$886.26	31	\$0.00
Cash Advance	30.49% (v)	NA	\$0.00	31	\$0.00

Total Fees Charged in 2024	\$0.00	
Total Interest Charged in 2024	\$0.00	

act Information		
Contact us online card.fnbo.com	Talk To Us 800-819-4249 We accept calls made through relay services (dial 711)	Mail Payments To FNBO P.O. Box 2818 Omaha, NE 68103-2818

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CITY OF IMLAY CITY Account number ending in 9672 Transactions for billing cycle ending 11/25/24



TRANSACTION DETAIL

Transactions

Trans Date	Post Date	Reference Number		Transaction Description	Credits (CR) and Debits
11-08 245 705	11-12 000 860	55436874314163142934457		HILTON HOTELS ANN ARBOR MI	\$697.90
		Arival Date: 24/11/06 Folio	Nu	mber: 35135	
11-14 248 705 C	00 9735	82301024319900013978110	•	SIGNS365.COM 800-2658830 MI	\$54.00
	11-15	02305374320000608074506		USPS PO 2546500444 IMLAY CITÝ MI	\$6.20
11-16 705	11-18	12302024321000705054064		Canva* 04337-49303332 Kent DE	\$119.99
11-22	11-25	75477254330000330062000		LATE FEE	\$39.00

Fees Charged		Interest Charged			
Total Fees for this period	\$39.00	Interest Charge on Purchases	\$24.35		
		Interest Charge on Cash Advances	\$0.00		
		Interest Charge on Balance Transfers	\$0.00		
		Total Interest for this Period	\$24.35		

Charge Summary Your Annual Percentage Rate (APR) is the annual interest rate on your account (v) Variable rate (f) Fixed rate

	Annual Percentage Rate (APR)	Special Offer or Eligible Purchases APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	18.24% (v)	NA	\$1,578.11	31	\$24.35
Cash Advance	30.49% (v)	NA	\$0.00	31	\$0.00

2024 Total Year-to-Date		7.
Total Fees Charged in 2024	\$39.00	
Total Interest Charged in 2024	\$24.35	
Contact Information		
Contact us online card.fnbo.com	Talk To Us 800-819-4249 We accept calls made through relay services (dial 711)	Mail Payments To FNBO P.O. Box 2818 Omaha, NE 68103-2818

Important Information Regarding Your Account

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

If you are an active duty member of the United States Military, you may be aligible for additional benefits on your

12

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.200	CASH - CHECKING ACCOUNT	221,009.28
248-000.000-001.201	CASH - CHECKING HRA	702.25
248-000.000-001.210	CASH - CHECKING DDA	20,640.24
248-000.000-101.000	PREPAID - ASSET	2,114.34
Total Asse	ets	244,466.11
*** Liabilities	***	
248-000.000-200.100	WAGES PAYABLE	512.19
248-000.000-202.000	ACCOUNTS PAYABLE	22, 315.91
Total Lia	bilities	22,828.10
*** Fund Balance	***	
248-000.000-390.000	FUND BALANCE	261,364.01
Total Fund	i Balance	261,364.01
Beginning	Fund Balance - 23-24	261,364.01
Net of Rev	venues VS Expenditures - 23-24	16,344.31
*23-24 End	i FB/24-25 Beg FB	277,708.32
Net of Rev	venues VS Expenditures - Current Year	(56,070.31)
Ending Fur	nd Balance	221,638.01
Total Liab	oilities And Fund Balance	244,466.11

* Year Not Closed

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11/30/2024	10/31/2024	9/24/2024	8/1/2024	7/1/2024	6/12/2788	2024-2025 Budget		6/1/2024	5/1/2024	4/1/2024	3/1/2024	2/1/2024	1/1/2024	12/1/2023	11/1/2023	10/1/2023	9/1/2023	8/1/2023	7/1/2023	-	Month			324,500.00	2023-2024 Budget	City Administrative Applied Charges
\$4,454.62	\$4,632.38	\$4,093.51	\$4,243.14	\$3,999.93		\$30,000.00	\$43,396.10	\$4,013.79	\$4,145.07	\$4,441.57	\$2,810.06	\$2,927.46	\$4,022.87	\$3,395.95	\$2,818.39	\$2,801.50	\$2,703.44	\$2,650.84	\$2,665.23		Lamps	Electricity Street			\$30,000.00	pplied Charges
\$80.27	\$33.87	\$37.97	\$70.00	\$64.66		\$4,000.00	\$909.64	\$48.77	\$80.91	\$26.95	\$97.35	\$65.76	\$55.94	\$70.88	\$207.29	\$63.38	\$26.95	\$50.24	\$50.56		Misc. #956.000	Copier GL				
	\$16.50						\$469.18	\$11.90	\$46.54	\$57.04			\$31.32	\$22.51	\$44.64			\$119.02	\$48.55		Purchased	Non-DDA	Office Supplies			
\$162.20	\$64.67	\$121.03	\$177.87	\$9.43		\$1,200.00	\$799.79	\$50.00	\$18.86	\$55.33	\$55.79	\$114.60	\$113.05	\$68.34	\$162.47	\$7.36	\$81.10	\$63.46			GL# 853.000	Phones				
\$806.40		\$806.40	\$806.40	\$806.40		\$4,000.00	\$6,585.60	\$806.40	\$806.40	\$806.40						\$840.00	\$840.00	\$840.00	\$840.00		#956.000	GL Misc.	City Grounds Maintenance			
							\$1,715.23		\$375.00	\$189.56				\$70.40		\$1,073.34	\$6.93				Other					
						\$35,000.00	\$35,000.00												\$35,000.00		Transfer	Administrative			\$35,000.00	
			\$ 30.00				\$ 480.00	\$ 480.00													GL# 826.000	Legal Services				
187.5	13.45	200.95	200.95	\$13.30			\$187.50	\$187.50													818.000	Services GL#	Computer			
							\$16.00	\$16.00													Energy	Consumers	Old Fire Hall			
				\$4,192.41																	irrigation	downtown	Water Usage for			
			\$ 974.90	41		\$ 200.00															830.000	Insurance GL#	r MML Liability			
\$5,690.99	\$4,760.87	\$5,259.86	\$6,503.26	\$9,086.13			\$89,355.54	\$5,614.36	\$5,472.78	\$5,576.85	\$2,979.59	\$3,179.09	\$4,223.18	\$3,628.08	\$3,232.79	\$4,785.58	\$3,658.42	\$3,723.56	\$38,604.34		Monthly Totals					



AGENDA ITEM NB 10a. 202 E. Third Street – John Lengemann Façade Grant Application

DATE: December 9, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background:	John Lengemann submitted a Façade Grant Application (only one estimate is included) to the DDA office on November 21st. He is seeking funding for building exterior improvements and has requested a façade grant in the amount of \$5,000.00.
Items Attached:	202 E. Third Street Façade Grant Application
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.
Recommendation:	Motion to approve that Façade Grant request in the amount of \$5,000 as submitted.

Façade Grant Application	n Process and CheckList
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Paçade Grant Application Process and Checklist	NOV 21 2024	
This application must be completed and returned to the Imlay City DDA director no later th to the next regular DDA Board meeting along with:	an the 14 business days	prior
A notarized letter of permission from owner (if applicant is not the property owner).		
Documentation of DBA, LLC or Company organization documents confirming legitimate	e business name.	
A <u>detailed</u> written description of the project plans (scope of work, including materials of the current area/conditions, and a rendering or picture of proposed work which a complies with the Façade Grant guidelines.		
A <u>detailed</u> cost estimate for all eligible costs supported by a quote from a minimum of insured contractors or suppliers. Include Contractor / Supplier's business name, addre license or insurance certificate and website.		
Copies of any permits necessary to complete the work.		e
Completed W9 Form		
Upon project completion applicant must provide pictures of completed work and proo suppliers/contractors (CASH TRANSACTIONS NOT ACCEPTED)	f of payment to all	
The applicant has spoken to the Construction Code Authority and has received inform permits needed and regulations related to this project.	nation regarding the	
Construction Code Authority Representative Date		
Grant Application Check One: Property Owner Business Owner	9	
Check One: Signage (\$1,500 Maximum Grant) Other Façade Improvements	(\$5,000 Maximum Grar	nt)
JOHN LENGEMANN		
Name of Applicant		I
375 N. ALMONT, IM/44 City. A	11	
Address of Applicant		
202 E. 312 , Inlay City, MI		

Address of Property Proposed for Improvement

2015

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Business Contact Person & Title

24-

Phone

810 -

Fax

Email

lease give a detailed description of work to be de Shingles FROM MANSUR R. Replace W. The New Sheeting	OF I hotted sh	DETING-
Replace a. The new sheeting	+ STeel Phing	13
he estimated improvement cost is \$,080	
he 50% reimbursement is estimated to be \$_	SDOE-	(not to exceed \$5,000).
lease be sure that you have reviewed and su rant Application Process and Checklist sect		ing documents outlined in the
or grant reimbursement, applicant must sub aid in full, along with photo(s) of completed not received. By signing this application, y est of your knowledge, that you agree to t ne City of Imlay City. Grantee agrees to inde ity Downtown Development Authority from	project. Reimbursement will you are stating that the abov the requirements and there o emnify and hold harmless the n any and all claims arising of	not be granted if documentation e information is accurate to the are no delinquent accounts with c City of Imlay City and the Imlay at of the work performed.
ATTENTION: NO WORK CAN BE COMMEN	CED AND/OR COMPLETED BE	FORE DDA BOARD APPROVAL
Mon Car	Aura	11/21/2/
	Un	
Applicant Signature	Title	Date
Applicant Signature	·····	<i>Z_{</i>
	For DDA use only	<u>Z /</u> Date
Applicant Signature	·····	Date
	For DDA use only	<u>Z /</u> Date
Property Address <u>375 N, F</u> Project is <u>X</u> Eligible Not Elig	For DDA use only	
Property Address <u>375 N, F</u> Project is <u>X</u> Eligible Not Elig	For DDA use only Jmon	
Property Address <u>375 N, F</u> Project is <u>X</u> Eligible Not Elig Director has confirmed legal of Humb Mahul	For DDA use only JMON- gible for the Grant Program. ownership of property via <u>www.</u>	$\frac{apeercounty.gov}{1/25/24}$
Property Address <u>375 N. F</u> Project is <u>L</u> Eligible <u>Not Eligible</u> Director has confirmed legal of DDA Director Signature	For DDA use only JMOH- gible for the Grant Program. www.l	apeercounty.gov. $\frac{1125/24}{Date}$
Property Address <u>375 N.F</u> Project is <u>L</u> Eligible <u>Not Eligible</u> Director has confirmed legal of DDA Director Signature Board Action Date:	For DDA use only MMOH- gible for the Grant Program. where ship of property via www.l	apeercounty.gov. <u>1125/24</u> Date red Denied
Property Address <u>375 N.F</u> Project is <u>L</u> Eligible Not Elig Director has confirmed legal of DDA Director Signature Board Action Date:	For DDA use only JMOH- gible for the Grant Program. www.l	apeercounty.gov. <u>1125/24</u> Date red Denied
Property Address <u>375 N. F</u> Project is <u>2</u> Eligible Not Elig Director has confirmed legal of DDA Director Signature Board Action Date:	For DDA use only MMOH- gible for the Grant Program. where ship of property via www.l	apeercounty.gov. <u>1125/24</u> Date red Denied
Property Address <u>375 N. F</u> Project is <u>2</u> Eligible Not Elig Director has confirmed legal of DDA Director Signature Board Action Date:	For DDA use only MMOH- gible for the Grant Program. where ship of property via www.l	apeercounty.gov. <u>1125/24</u> Date red Denied



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. *The property where the work is to be done MUST be occupied and open to the public with regular business operating hours.*

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 PER PROPERTY, based on date/time stamp of submission. completion date and funding availability. Funding amounts may 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 once during any given period.

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					

- 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 <u>do not</u> have imprinted text, images, etc.

Ineligible Façade Improvement Projects:

- Interior Improvements.
- Projects considered routine maintenance (cleaning, power washing, trash removal etc.)
- 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 <u>PRIOR</u> 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. For information regarding ordinances and necessary permits please contact the Construction Code Authority 810-667-0420 or visit their website: <u>constructioncodeauthority.com</u>.
- 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 <u>two</u> 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 <u>will not</u> 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.

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Trade Pro Construction 4641 Skelton Rd Columbiaville, MI 48421

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RECEIVED NOV 21 2024 By: (810) 721-TPRO

"Attention to Detail Comes Standard"

Name /	Address
Name /	Audress

John Lengemann 202E. 3rd Street Imlay City, MI 48444

Es	ti	n	1	a	te
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Date 11/21/2024

Description	Rate	Total
LaborRemoval of rotted cedar shake shingles and the	750.00	750.00
disposal of all debris		
Replace rotted sheeting	500.00	500.00
MaterialsNew ice and water shield, felt underlayment. Approx 550 sqft of EDCO brand steel roofing shake panels and all trim and flashing. Customer selects the Generations HD in the color Copper HD.	4,500.00	4,500.00
Labor to install new roofing panels	4,250.00	4,250.00
EDCO steel roofing products come with lifetime non prorated limited warranty and a 40 year fade warranty.	0.00	0.00
	Tatal	
	Total	\$10,000.00

MARDOSPAR FACE 37 3 Rd

Remore All CIDAR SGARES & ROTTED Sheeting Replace with New sheeting + steel Shingles I Admit to NO DARWING SKIK But this is the work to Be a Dong

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HD imaging provides natural weathered dimensions to traditional hand-split cedar shakes.

Copper HD

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https://www.edcoproducts.com/products/steel-roofing/roofing-generations-hd-shake.html

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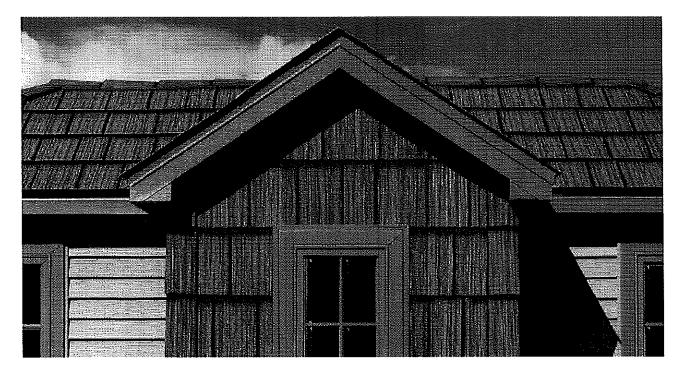
24

Features & Benefits

- 9 Colors A wide variety of solid and enhanced colors, one of which is assured to meet your needs.
- Natural Look HD imaging replicates the natural wood grain look of a hand split cedar shake.
- Unmatched Warranty Industry's only true lifetime, non-prorated limited warranty that includes material and labor.
- Cool Roof Technology PVDF finish reflects sunlight and absorbs less heat typical roofing material.
- Resistant to Mold and Mildew
 Growth PVDF finish includes a non-nutrient for fungal growth.
- Impact Resistance UL Class 4
 Impact Rating, the highest impact rating available.

VIEW BROCHURE

- Wind Resistance Tested to resist wind speeds up to 160 mph.
- **Durability** Will not chip, crack or peel.
- Virtually Maintenance-Free –
 Achieve a consistent look with our 30-year fade protection.
- Non-Combustible Most steel roofing assemblies achieve Class A fire rating, the highest in the industry.
- Environmentally Friendly <u>Steel</u> roofing is 100 percent recyclable which means any waste associated with the installation of our products can be recycled into future consumer goods without harm to the environment.



Versatility

Whether it's used for roofing or a sidewall application, Generations HD provides a distinct look and style to your home.



Maintains Color Consistency

EDCO's roofing panels maintain their original natural look for a lifetime. The proprietary finish used to manufacture the panels, along with its superior durability, provides color consistency to give your roof a beautiful appearance for years to come.



Unmatched Warranty

All warranties are not created equal. At EDCO, we stand behind our quality to ensure our customers are completely satisfied with their purchase. We back all of our products with the best warranty in the industry.

GENERATIONS HD WARRANTY >

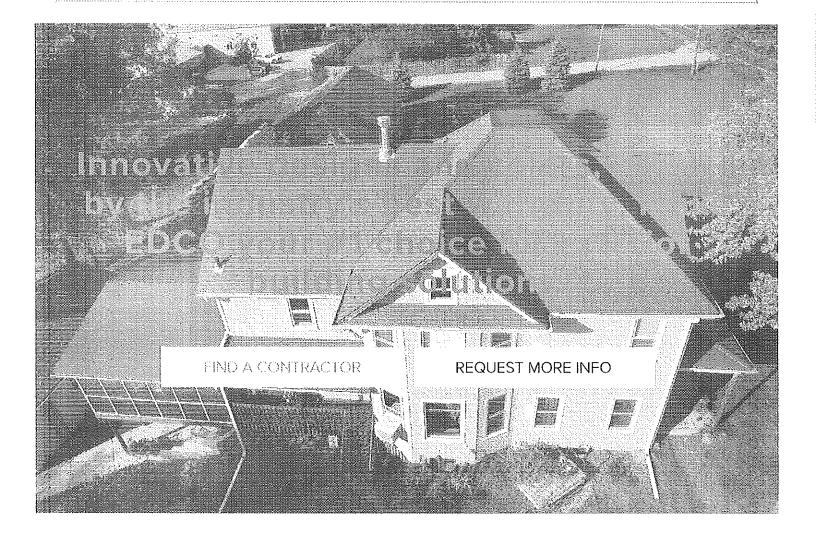
Contact EDCO For More Information

Required fields are marked *

NAME *

the visualizer, you will be inspired by charming look achieved with steel roofing from EDCO.

VIEW COLOR VISUALIZER >



Phone (952) 945-2680

Credit Application

Careers

Sitemap

Privacy Policy

https://www.edcoproducts.com/products/steel-roofing/roofing-generations-hd-shake.html

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AGENDA ITEM NB 10b. Memorandum of Understanding Revenue Sharing Agreement Public Safety Millage

DATE: December 9, 2024

- TO: DDA Board Members
- FROM: Christine Malzahn, DDA Executive Director

Background:	The DDA voted on April 8, [,] 2024 to opt-in and begin collecting tax revenues generated within the Imlay City DDA TIF district from a Lapeer County special voter-approved ballot initiative commencing January 2025.
	The Board's decision included gifting back the funds received to support the Imlay City Police Department, our local public safety department.
	The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the 1.45 mils Lapeer County Special Voted Public Safety millage within the DDA's Tax Increment Financing (TIF) District beginning in 2025 and transfer these funds as a gift to the ICPD. These funds will be dedicated exclusively to public safety improvements and services within the boundaries of the Imlay City TIF District. Director Malzahn recommends that the MOU be in effect for a single fiscal year.
Items Attached:	MOU Public Safety
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.
Recommendation:	Motion to authorize Director Malzahn and Board Chair Walt Bargen to enter into a revenue-sharing agreement with the Imlay City Police Dept as presented.

MEMORANDUM OF UNDERSTANDING BETWEEN THE IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY AND THE IMLAY CITY POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2025, by and between the Imlay City Downtown Development Authority (hereinafter referred to as "DDA") and the Imlay City Police Department (hereinafter referred to as "ICPD").

Purpose

The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the 1.45 mils Lapeer County Special Voted Public Safety millage within the DDA's Tax Increment Financing (TIF) District beginning in 2025 and transfer these funds as a gift to the ICPD. These funds will be dedicated exclusively to public safety improvements and services within the boundaries of the Imlay City TIF District.

Background

In alignment with its mission to promote economic growth, safety, and quality of life within the downtown area, the DDA recognizes the critical role of the ICPD in providing public safety services that foster a secure and vibrant environment for residents, businesses, and visitors. By gifting the captured millage funds to the ICPD, the DDA seeks to enhance public safety efforts that directly support the TIF District's objectives.

Terms of Agreement

1. Capture of Millage Revenue

 The DDA will capture the 1.45 mils Lapeer County Special Voted Public Safety millage within the boundaries of the Imlay City TIF District beginning in the 2025 fiscal year until the year 2029 when the millage expires.

2. Transfer of Funds

- The DDA agrees to gift 100% of the captured millage revenue annually to the ICPD for use in the TIF District.
- The transfer of funds shall occur within 30 days of the DDA receiving the captured millage revenue.

3. Use of Funds

- The ICPD agrees to utilize the gifted funds exclusively for public safety purposes that benefit the Imlay City TIF District, which may include, but are not limited to:
 - Hiring or retaining officers assigned to the TIF District.
 - Purchasing equipment or vehicles for use within the TIF District.
 - Implementing public safety programs or initiatives in the TIF District.

- 31
- The ICPD will provide an annual report to the DDA detailing the use of the funds, including expenditures and outcomes achieved.

4. Accountability and Reporting

- Both parties commit to maintaining transparency and accountability regarding the use of funds.
- The DDA reserves the right to request additional information or documentation regarding expenditures.

5. Duration and Termination

- This MOU shall remain in effect until December 31, 2025, unless amended or terminated by mutual agreement of both parties.
- Either party may terminate this MOU with 90 days written notice to the other party.

6. Amendments

• Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

Authorization

This MOU is executed by the undersigned representatives of the DDA and the ICPD, who hereby warrant that they have the authority to enter into this agreement.

For the Imlay City DDA:

For Imlay City Police Department:

Walter Bargen
Chairperson
Imlay City Downtown Development Authority
Date:

[Name]
Police Chief
Imlay City Police Department
Date:

This agreement reflects the shared commitment of the DDA and the ICPD to enhancing public safety within the Imlay City TIF District, ensuring a safe and thriving downtown for years to come.

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AGENDA ITEM NB 10c. Memorandum of Understanding Revenue Sharing Agreement Seniors Millage

DATE: December 9, 2024

- TO: DDA Board Members
- FROM: Christine Malzahn, DDA Executive Director

Background:	The DDA voted on April 8, 2024 to opt-in and begin collecting tax revenues generated within the Imlay City DDA TIF district from a Lapeer County special voter-approved ballot initiative commencing January 2025.
	The Board's decision included gifting back the funds received to support the Imlay City Senior Center.
	The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the .3916 mils Lapeer County Special Voted Senior Services millage within the DDA's Tax Increment Financing (TIF) District beginning in 2025 and transfer these funds as a gift to the Imlay City Senior Center. These funds will be dedicated exclusively to support the local Imlay City seniors and their families within the city of Imlay City and Imlay Township. Director Malzahn recommends that the MOU be in effect for a single fiscal year.
Items Attached:	MOU Seniors
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.

Recommendation: Motion to authorize Director Malzahn and Board Chair Walt Bargen to enter into a revenue-sharing agreement with the Imlay City Senior Center as presented.

MEMORANDUM OF UNDERSTANDING BETWEEN THE IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY AND THE LAPEER COUNTY SENIOR SERVICES AGENCY

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2025, by and between the Imlay City Downtown Development Authority (hereinafter referred to as "DDA") and the Lapeer County Senior Services Agency (hereinafter referred to as "LCSSA").

Purpose

The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the .3916 mills Lapeer County Special Voted Senior Services millage within the DDA's Tax Increment Financing (TIF) District beginning in 2025 and transfer these funds as a gift to the Imlay City Senior Center. The funds will be dedicated to enhancing senior services and programs that benefit residents within the boundaries of the Imlay City TIF District.

Background

The DDA recognizes the importance of supporting senior citizens as a vital part of the community. By gifting the captured millage funds to the Imlay City Senior Center, the DDA aims to ensure that senior residents within the TIF District have access to enhanced resources, services, and programs that contribute to their well-being and quality of life.

Terms of Agreement

1. Capture of Millage Revenue

 The DDA will capture the .3916 mills Lapeer County Special Voted Senior Services millage within the boundaries of the Imlay City TIF District starting in the 2025 fiscal year until the year 2026 when the millage expires.

2. Transfer of Funds

- The DDA agrees to gift 100% of the captured millage revenue annually to the Imlay City Senior Center for use in the Imlay City TIF District.
- The transfer of funds shall occur within 30 days of the DDA receiving the captured millage revenue.

3. Use of Funds

- The LCSSA agrees to utilize the gifted funds exclusively for programs, services, or initiatives benefiting senior residents within the Imlay City TIF District. These may include, but are not limited to:
 - Senior wellness programs and activities.
 - Facility improvements or equipment purchases for the Imlay City Senior Center.

- Transportation services or other supportive resources for seniors.
- An annual report detailing the use of funds, including expenditures and outcomes achieved, shall be provided by the LCSSA to the DDA.

4. Accountability and Reporting

- Both parties commit to maintaining transparency and accountability regarding the use of funds.
- The DDA reserves the right to request additional information or documentation related to the use of funds.

5. Duration and Termination

- This MOU shall remain in effect until December 31, 2025, unless amended or terminated by mutual agreement of both parties.
- Either party may terminate this MOU with 90 days written notice to the other party.

6. Amendments

• Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

Authorization

This MOU is executed by the undersigned representatives of the DDA and the LCSSA, who hereby warrant that they have the authority to enter into this agreement.

For the Imlay City DDA:

For Imlay City VFW Post 2492:

Walter Bargen
Chairperson
Imlay City Downtown Development Authority
Date:

[Name] Commander Imlay City VFW Post 2492 Date: _____

This agreement reflects the shared commitment of the DDA and the LCSSA to supporting the senior population within the Imlay City TIF District, fostering a thriving and inclusive community for all residents.

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AGENDA ITEM NB 10c. Memorandum of Understanding Revenue Sharing Agreement Veterans Millage

DATE: December 9, 2024

- TO: DDA Board Members
- FROM: Christine Malzahn, DDA Executive Director

Background:	The DDA voted on April 8, 2024 to opt-in and begin collecting tax revenues generated within the Imlay City DDA TIF district from a Lapeer County special voter-approved ballot initiative commencing January 2025.
	The Board's decision included gifting back the funds received to support the Imlay City VFW and American Legion, our local veterans' support posts.
	The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the 1.850 mils Lapeer County Special Voted Veterans millage within the DDA's Tax Increment Financing (TIF) District beginning in 2025 and transfer these funds as a gift to the Imlay City VFW Post 2492. These funds will be dedicated exclusively to support the local Imlay City veterans and their families within the city of Imlay City and Imlay Township. Director Malzahn recommends that the MOU be in effect for a single fiscal year.
Items Attached:	MOU Veterans
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.
Recommendation:	Motion to authorize Director Malzahn and Board Chair Walt Bargen to enter into a revenue-sharing agreement with Imlay City VFW Post 2492 as presented.

MEMORANDUM OF UNDERSTANDING BETWEEN THE IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY AND

IMLAY CITY VFW POST 2492

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2024, by and between the Imlay City Downtown Development Authority (hereinafter referred to as "DDA") and Imlay City VFW Post 2492 (hereinafter referred to as "VFW").

Purpose

The purpose of this MOU is to establish the terms and conditions under which the DDA will capture the revenue generated by the 1.850 mills Lapeer County Special Voted Veterans millage within the DDA's Tax Increment Financing (TIF) District starting in 2025 and transfer these funds as a gift to the VFW. These funds will be used exclusively to support veterans' programs, services, and initiatives within the boundaries of the Imlay City TIF District.

Background

The DDA acknowledges the important contributions of veterans to the community and the role of VFW Post 2492 in providing essential services and support to local veterans. By gifting the captured millage funds to the VFW, the DDA aims to enhance the programs, services, and infrastructure available to veterans while furthering the DDA's goal of fostering a vibrant and supportive downtown community.

Terms of Agreement

1. Capture of Millage Revenue

• The DDA will capture the 1.850 mills Lapeer County Special Voted Veterans millage within the boundaries of the Imlay City TIF District starting in the 2025 fiscal year through the year 2029 when the millage expires.

2. Transfer of Funds

- The DDA agrees to gift 100% of the captured millage revenue annually to Imlay City VFW Post 2492.
- The transfer of funds shall occur within 30 days of the DDA receiving the captured millage revenue.

3. Use of Funds

- The VFW agrees to utilize the gifted funds exclusively for programs, services, and initiatives benefiting veterans within the Imlay City TIF District. Eligible uses include, but are not limited to:
 - Support for veteran outreach and assistance programs.

- Facility improvements or equipment upgrades to enhance services to veterans.
- Community events or initiatives honoring veterans.
- Other activities directly benefiting veterans within the TIF District.
- An annual report detailing the use of funds, including expenditures and measurable outcomes, shall be submitted to the DDA.

4. Accountability and Transparency

- Both parties commit to maintaining transparency and accountability regarding the transfer and use of funds.
- The DDA reserves the right to request additional documentation related to fund utilization to ensure compliance with this agreement.

5. Duration and Termination

- This MOU shall remain in effect until December 31, 2025, unless amended or terminated by mutual agreement of both parties.
- Either party may terminate this MOU with 90 days written notice to the other party.

6. Amendments

• Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

Authorization

This MOU is executed by the undersigned representatives of the DDA and the VFW, who hereby warrant that they have the authority to enter into this agreement.

For the Imlay City DDA:

For Imlay City VFW Post 2492:

Walter Bargen Chairperson Imlay City Downtown Development Authority Date: _____ [Name] Commander Imlay City VFW Post 2492 Date: _____

This agreement reflects the shared commitment of the DDA and the VFW to supporting local veterans, enhancing their access to vital services, and contributing to the overall vitality of the Imlay City TIF District.

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AGENDA ITEM NB 10f: Irrigation Services Request for Proposal

DATE: December 9, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The DDA issued an RFP seeking proposals for Irrigation Services to assist with the sprinkler system infrastructure in the DDA District on November 20, 2024. A bid opening was held at 3:00 pm on Friday, November 22nd with two submissions received. Items Attached: Aqua Turf (current provider) (\$600 start-up and winterization, \$80 hr for repairs as needed) Techseven Company (\$2280 start-up and winterization) **Action Needed:** Pass the motion(s) as recommended or amended per board discussion. Recommendation: Motion to retain the services of Aqua Turg for the purpose of Providing irrigation system services in the amount of \$600 annually and enter into a contract for a 3-year term ending December 31, 2027.

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

CITY OF IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY ATTENTION: DIRECTOR 150 NORTH MAIN STREET IMLAY CITY, MI 48444 BIDS DUE: FRIDAY, November 22, 2024

BEFORE 12:00 P.M. LOCAL TIME

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:

	H.
1. IRRIGATION STA	it-up _ 30go
WIN	terizuy 7 300
SERVICE WORK #8	terizuj # 300 Verizuj # 300 O/hr ZMANCREN
TOTAL BID PROPOSAL AMOUNT	\$ \$600
TOTAL BID PROPOSAL AMOUNT	\$
COMPANY NAME Agua	TURE I Migation + Snow Homester In Imlay city
COMPANY ADDRESS 78	Homester In Imlay city
CONTACT NAME AND NUMBER _	TOUM SANDS
	586-477-2533

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.

Techseven Company	ESTIMATE	#249512
PO Box 182247	ESTIMATE DATE	Oct 22, 2024
Shelby Township, MI 48218	SERVICE DATE	Oct 22, 2024
Shelby Township, MI 48318	TOTAL	\$2,280.00

Imlay City Downtown Development Authority 150 N Main St Imlay City, MI 48444

\$\lambda\$ (810) 724-2135\$\lambda\$ ddadirector@imlaycity.org

CONTACT US

📞 (586) 323-6799

Market Strength Stren

Service completed by: Michael M.

ESTIMATE

Services	qty
Service Description / System Start Up	1.0
There are three separate irrigation systems in Downtown Imlay City: o M-53/ Gateway consists of 19 zones and serves grass and flower beds that lin and Third Street at entrance o Third Street consists of 16 zones that serve bump outs along Third Street o Depot Drive consists of 6 zones that serve grass and flower beds	e M-53
Commercial Service - CLS1	3.0
Commercial System Start-up 1.0	
Commercial Service - CLSW	41.0
Systems Per Zone / Station Charge	
Service Description / System Winterization	1.0 ,
There are three separate irrigation systems in Downtown Imlay City: o M-53/ Gateway consists of 19 zones and serves grass and flower beds that line M-53 and Third Street at entrance o Third Street consists of 16 zones that serve bump outs along Third Street o Depot Drive consists of 6 zones that serve grass and flower beds	
Commercial Service - CLW1	3.0
Commercial System Winterization 1.0	

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AGENDA ITEM NB 10f: Landscape Services Request for Proposal

DATE: December 9, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background:	The DDA issued an RFP seeking proposals for Landscape Services to assist with the annual flower plantings and maintenance in the DDA District on November 20, 2024. A bid opening was held at 3:15 pm on Friday, November 22nd with two submissions received.
Items Attached:	GreenScape Solutions (current provider) (\$35,000 annual plantings, no submission for bid item #2 maintenance)
	Fineline Landscape (\$36,785 annual plantings, \$11,500 maintenance = \$48,285)
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.
Recommendation:	Motion to retain the services of Fineline Landscape for the purpose of providing landscape services and annual flower planting in the amount of \$48,285 and enter into a one-year contract ending December 2025.

Greenscape Solutions LLC

PO Box 24 YALE, MI 48097 PH 810.712.2484

November 18, 2024

Imlay City DDA Christine Malzahn, Director 150 N. Main Street Imlay City, MI 48444 <u>ddadirector@imlaycity.org</u>

Re: Imlay City Landscaping Services RFP - Calendar Year 2025

Proposal

Greenscape Solutions offers the following for your consideration:

BID ITEM #1 - \$35,000

The "furnishing and installing of landscape materials" will cover all annuals and mulch, in all areas, as outlined in the RFP with the following inclusions.

Annuals -

- Annual bedding flower choices must be decided, no later than <u>January</u> <u>15th. 2025</u>, to allow time to procure seed and plant material. Securing materials early ensures an adequate supply of the chosen plants that our growers can obtain and have ready at the optimal time of need.
- 2. Create a list of suitable substitutions, for flexibility, should something become unexpectedly unavailable.

These requests are being made to align with the appropriate time of year in which plant products for the growing season must be ordered from suppliers to meet demand, ensure availability in the needed quantity, and allow for adequate time to grow.

Mulch -

- 1. We utilize a high-quality, double-shred hardwood, rather than the single-shred, as outlined in the RFP. It is currently what is installed throughout the city.
- Mulch spread along the fenceline curb area on Depot Drive will have to be curtailed until such time as excessive soil can be removed. The beds were overfilled. Any addition of mulch, until the problem can be rectified, will easily wash out into the parking area with sufficient wind or rain.

Other - Perennials, shrubs, and trees are not included in this bid. Those items can not be predicted without a comprehensive evaluation of the site.

Planters - This quote also provides for potted annuals in four pots around the gazebo in Lamb Steel Park, four pots around the Imlay City Office, and two large rectangular planters at 3rd and Bancroft.

BID ITEM #2 - We are currently not offering this service, nor submitting a bid at this time. (Subject to change and availability at a later date TBD)

CONTRACT SPECIFICATIONS

This proposal is valid for the 2025 calendar year and as outlined in the RFP. All terms and conditions of the contract are to remain in effect, during the life of the contract, except as follows:

Renovations, new installation, designing, transplanting, and watering are not included and can be negotiated on a project-specific basis.

Terms & Conditions - Accounts are due upon completion of work, unless prior approval has been granted. All other accounts are Net 30 days. Past due accounts are subject to a 3.5% monthly interest fee until paid in full

Greenscape Solutions is committed to assisting the City of Imlay City's goals and continuing a mutually beneficial working relationship. We thank you for the opportunity to serve your city.

Respectfully submitted, Cindy Chesnutt

Contraction of Stand

Greenscape Solutions LLC PO Box 24 YALE, MI 48097 PH 810.712.2484 810.790.7015 800.447.4250 Fax 810.721.7294



7934 Newark Rd Imlay City MI 48444 services@finelinelandscaping.com

ATT: Christine Malzahn

City of Imlay City 150 North Main Street Imlay City, MI 48444

2025 Landscape Services- Downtown

Bid item #1

Mulch

Includes installation of 178 yards of premium hardwood mulch @ \$95 per yard, 4 inches deep with single shredded native hardwood bulk mulch. Turning and aeration the existing soil in each bump out area and installing natural landscape bed edges before mulch installation. Areas covered in bid are listed on the RFP.

Total: \$16,910

Flower Installation

Includes installation of approximately (500) flats of annual flowers at \$35 per flat of regular Begonias installed, includes fertilizations of flowers. Fineline Landscape would like to add colorful annuals to create a beautiful view in the downtown area, if needed, if needed, choice of colors to be discussed with Director of DDA once installation time comes closer. Areas covered in bid are listed on the RFP.

We can work with DDA budget as well, Fidel is open to discussion if quantity needs to change, this is just approximate amount we have used in the past.

Total: \$17,500

Michigan Peat

Installation of (25) yards of Michigan Peat @ \$95 per yard

Total: \$2,375

Perennials splitting

Fineline Landscape will be donating full amount for time for splitting perennials in Spring 2025 as directed by DDA Director.

Total: No cost

Page 1|2

810.790.7015 800.447.4250 Fax 810.721.7294



7934 Newark Rd Imlay City MI 48444 services@finelinelandscaping.com

Bid item # 2

Maintenance of Plant Materials

- 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 topsoil and mulch, and removing all dead plant material from the bump outs and public areas on an as-needed basis in order to maintain the quality and overall appearance of downtown.
- Reporting all materials found dead, missing, or in poor condition during the maintenance period to the DDA Director immediately.
- Maintaining mulch.
- Ensuring all pruning cuts are made to lateral branches, buds, or flush with trunk. Stubbing is 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. –
- Spring and Fall clean up.
- Areas covered in bid are listed on the RFP

Total: \$11,500

April 15, 2025 - April 14, 2026 Total: \$48,285

Terms and Conditions:

Contractor shall not be held responsible for any damage which result from events beyond Contractors control including but in no way limited to weather acts of God, strikes, wars and or accidents.

Owner(s) shall be responsible for carrying all necessary insurance's including but not limited to fire, tornado, and flood where necessary.

All amounts owed are due upon the completion of the project. Any outstanding invoices over 90 days will incur interest at a rate of 1.5% per month. Furthermore, Contractor shall be entitled to recover any costs, including reasonable attorney fee, incurred in the collection of amounts due. There are no oral agreements of any kind or nature between the parties. Furthermore, all additions, deletions, credits, or alterations following the acceptance of this proposal must be in writing.

By signing this agreement, I agree to the price and terms of this contract:

Authorized Signature

Date



AGENDA ITEM NB 10g: Rotary Park Improvements

DATE: December 9, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background:	Improvements are needed in Rotary Park, and no short-term plans are included in the Imlay City Parks Master Plan allocated to this playground area dedicated to 3-5 year olds.
	Previous updates were funded in collaboration between the DDA and the IC Rotary Club. Director Malzahn and MDA Director Dana Walker have met with several vendors to explore costs and equipment needs to make Rotary Park ADA-compliant and family-friendly to parkgoers.
Items Attached:	Rotary Park assets and price quoted
Action Needed:	Pass the motion(s) as recommended or amended per board discussion.
Recommendation:	Motion to proceed with Rotary Park improvement project, pending Parks Commission approvals, with a funding commitment of \$

Rotary Park

"Building our legacy, caring for our community"



Proposed Scope of Work

Cleanup and re-use some existing play equipment, remove old swing and slide equipment, add covered picnic area, expand parking area, remove overgrown pines and plant new shade trees.

Budget: Playscape Equipment = \$36,209

24'x40' Pavilion Structure = \$32,000

Tree and Landscaping materials = \$8,000

Wi-Fi and Camera System = \$5,000

Total = \$81,209

Funding Sources: IC Rotary = 10% of project cost (proposed)

IC DDA = \$_____

IC DPW = \$11,148 (In-Kind)

IC Parks & Rec Commission

Grants: Lapeer County Community Foundation (rolling funds – apply by the 15th of each month)

> Four County Community Foundation (Quarterly competitive grant application deadlines: Jan 1, April 1, July 1, Oct 1)

DNR Passport Recreation Grant (Deadline – April 1 / Awards Dec (funding following calendar year) Competitive grant with a 25% grant match required – up to \$150,000



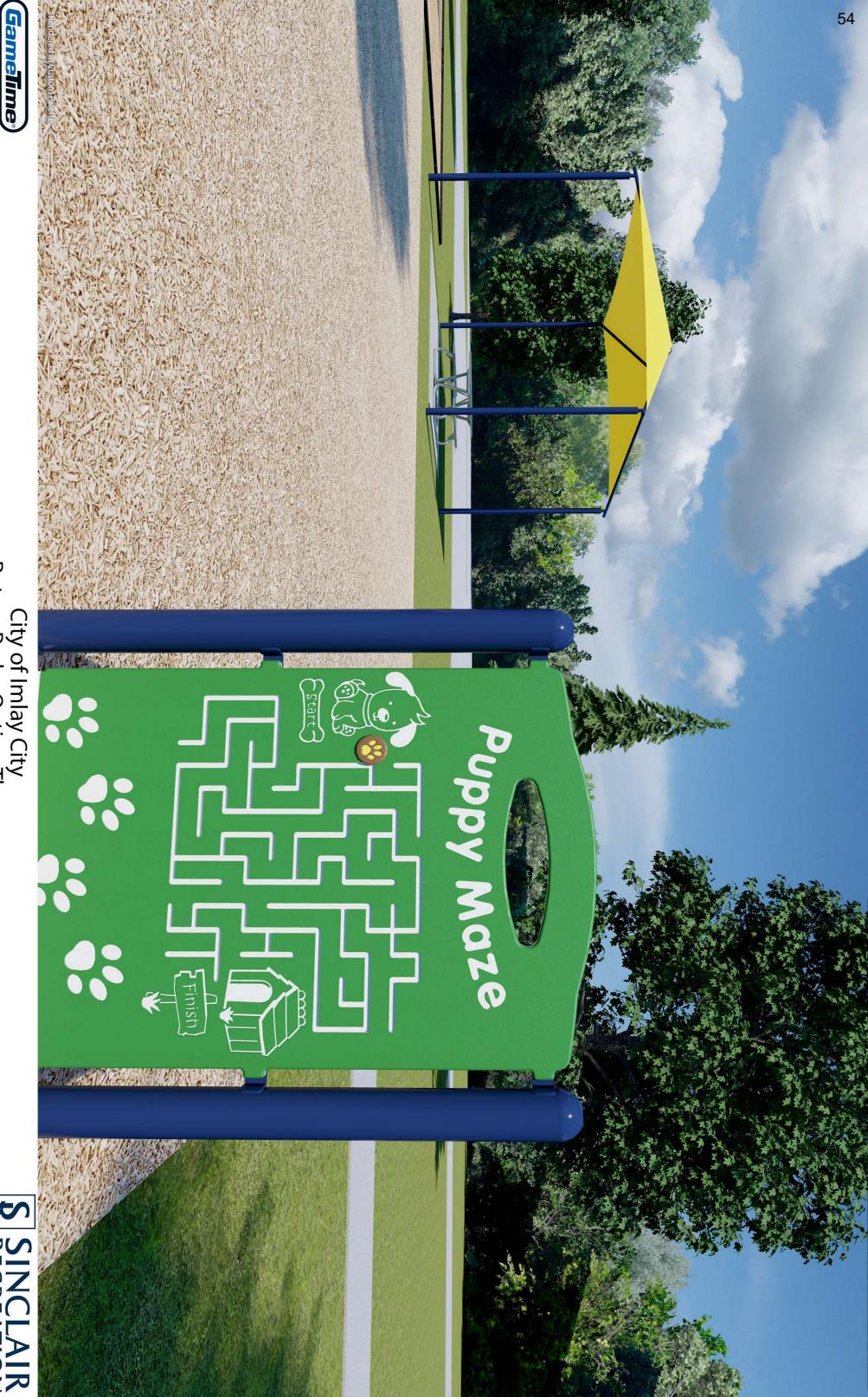






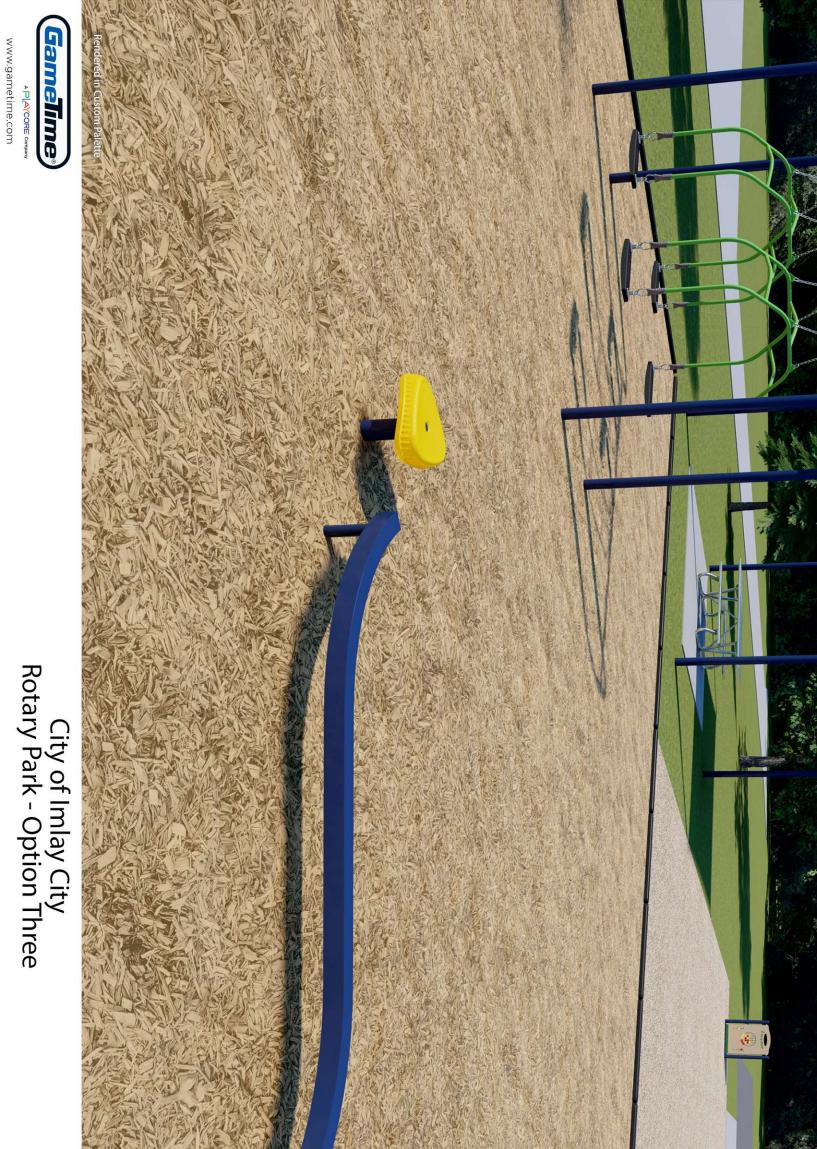
City of Imlay City Rotary Park - Option Three







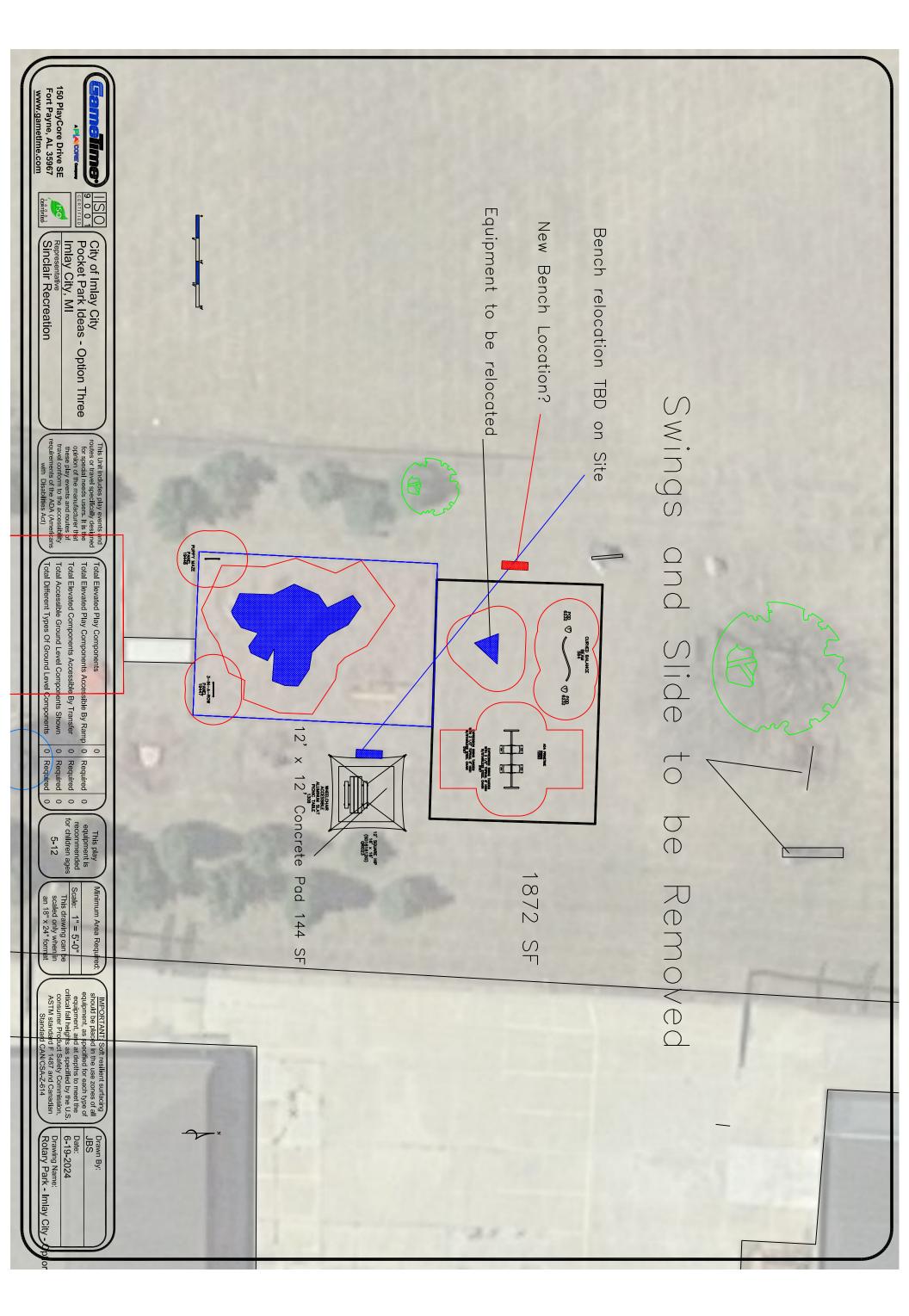














GameTime c/o Sinclair Recreation 176 E Lakewood Blvd Holland, MI 49424 Ph: 800-444-4954 Fax: 616-392-8634

08/16/2024 Quote # 106017-01-03

Ship to Zip 48444

Rotary Park - Option 3

City of Imlay City Attn: Craig Horton 150 N. Main St. Imlay City, MI 48444 UNITED STATES Phone: 810-724-2135 Ext. 1306 citymanager@imlaycity.org

Unit Price Amount Quantity Part # Description 1872 INSTALL GT-Impax - (1872 SF) Install of Engineered Wood Fiber (93 CY) \$1.20 \$2,246.40 EWF GT-Impax - (1872 SF) Supply of Engineered Wood Fiber (93 CY) \$1.20 \$2,246.40 1872 \$7.000.00 1 INSTALL Installation - Installation of Game Time Pieces \$7,000.00 \$5,148.00 Excavation GT-Impax - Excavation of the pit down to 12" \$2.75 1872 \$6,000.00 1 R/D Installation - Removal and Disposal of Existing Equipment -\$6,000.00 R/D of Existing Swing and Freestanding Slide GT-Impax - Remove and Relocate Spring Pod \$1,200.00 \$1,200.00 1 R/R \$2,736.00 Concrete Pad GT-Impax -12' x 12' Concrete Pad 144 SF \$19.00 144 \$1,562.00 \$1,562.00 GT-Site - H.D Accessible Picnic Table W/ Alum 1308 1 44 4862 GameTime - 12" Playground Border \$83.00 \$3.652.00 1 19447 GameTime - 3 in a Row Panel Below Dk \$2,976.00 \$2.976.00 1 19448 GameTime - Puppy Maze Panel Below Dk \$2,622.00 \$2,622.00 GT-Shade - GTSD161612IG 16X16X12 SQ HIP W/GLD IG \$6,048,00 1 QRI023 \$6,048.00 1 RDU \$9,004,00 \$9,004.00 GameTime - 1 Bay Swing (2) 5167 – Expression Swing Tandem (6) 12009 - 3 1/2"Uprt Ass'Y Alum 6' (1) 12583 - Ada Primetime Swing Frame, 3 1/2" Od GameTime - Balance Beam and Pods \$2,169.00 1 RDU \$2,169.00 (1) 564 - Curved Balance Beam (2) 6232 - Pod (1'-0") Sub Total \$54,609,80 Freight \$3.093.76 3 36,20 Total \$57,703.56

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our 🗸 quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Picnic I



GameTime c/o Sinclair Recreation 176 E Lakewood Blvd Holland, MI 49424 Ph: 800-444-4954 Fax: 616-392-8634

Rotary Park - Option 3

Ship to Zip 48444

City of Imlay City Attn: Craig Horton 150 N. Main St. Imlay City, MI 48444 UNITED STATES Phone: 810-724-2135 Ext. 1306 citymanager@imlaycity.org

Quantity	Part #	Description	Unit Price	Amount
1872	INSTALL	GT-Impax - (1872 SF) Install of Engineered Wood Fiber (93 CY)	\$1.20	\$2,246.40
1872	EWF	GT-Impax - (1872 SF) Supply of Engineered Wood Fiber (93 CY)	\$1.20	\$2,246.40
1	INSTALL	Installation - Installation of Game Time Pieces	\$7,000.00	\$7,000.00
1872	Excavation	GT-Impax - Excavation of the pit down to 12"	\$2.75	\$5,148.00
1	R/D	Installation - Removal and Disposal of Existing Equipment - R/D of Existing Swing and Freestanding Slide	\$6,000.00	\$6,000.00
1	R/R	GT-Impax - Remove and Relocate Spring Pod	\$1,200.00	\$1,200.00
144	Concrete Pad	GT-Impax - 12' x 12' Concrete Pad 144 SF	\$19.00	\$2,736.00
1	1308	GT-Site - H.D. Accessible Picnic Table W/ Alum	\$1,562.00	\$1,562.00
44	4862	GameTime - 12" Playground Border	\$83.00	\$3,652.00
1	19447	GameTime - 3 in a Row Panel Below Dk	\$2,976.00	\$2,976.00
1	19448	GameTime - Puppy Maze Panel Below Dk	\$2,622.00	\$2,622.00
1	QRI023	GT-Shade - GTSD161612IG 16X16X12 SQ HIP W/GLD IG	\$6,048.00	\$6,048.00
1	RDU	GameTime - 1 Bay Swing	\$9,004.00	\$9,004.00
		(2) 5167 Expression Swing Tandem		
		(6) 12009 3 1/2"Uprt Ass'Y Alum 6'		
		(1) 12583 Ada Primetime Swing Frame, 3 1/2" Od		
1	RDU	GameTime - Balance Beam and Pods	\$2,169.00	\$2,169.00
		(1) 564 Curved Balance Beam		
		(2) 6232 Pod (1'-0")		
			Sub Total	\$54,609.80
			Freight	\$3,093.76
			Total	\$57,703.56

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TANIS BUILDERS, INC.	PROPO	SAL
260 E. BORLAND RD.		
Imlay City, MI 48444	JOB NAME	
810-614-1331	LOCATION	
Residential and Commercial Builders		
Established 1997	PHONE	DATE
To: City of Imlay City		
010 School Park PAVIII	10-1	

We hereby submit specifications and estimates for:
Price to build a 24×40×8 Pavillion
Including gutters \$32,656,00
Extra cost - OSB on ceiling \$ 150.00
Bab Jams
We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of dollars (\$)
with payments to be made as follows
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All work to be completed in a workmanlike manner and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Write the proposal may be withdrawn by us if not accepted within
ACCEPTANCE OF PROPOSAL The prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above
SIGNATURE AND DATE SIGNATURE AND DATE





DNR Recreation Passport Grants

Program objective

The objective for the program is to provide funding to local units for the development of public recreation facilities. This includes the development of new facilities and the renovation of old facilities.

Criteria

Criteria emphasize renovations to existing facilities that have outlived their useful life expectancy. At least 25 percent of the cost of the project is required as match from applicants. Full criteria can be found in the application guidelines booklet.

Applicant eligibility

A local unit of government, including cities, villages, townships, and counties, or any combination thereof in which an authority is legally established to provide public recreation, or the Huron-Clinton Metropolitan Authority or regional recreation authorities formed under the Recreational Authorities Act, 2000 PA 321, or trailway commissions formed under Part 721, Michigan Trailways Act, 1994 PA 451, as amended.

Application process

- Submittal of the grant application in MiGrants
- Evaluation by DNR staff
- Recommendation by DNR staff to DNR Director
- Approval by the DNR Director

Deadline

Timeline

Grant award notification is expected to occur annually in December. Project agreements will be offered shortly after the award notification.

Dollar amount available

Development project minimum/maximum grant amount is \$7,500 to \$150,000.

Source of funds

Grants are funded through Recreation Passport revenue deposited in the Local Parks and Recreation Facilities Fund.

Authority

Part 19 of PA 451 of 1994, as amended.

Contact

Christie Bayus, Grants Management, at 517-242-8737 or <u>BayusC@Michigan.gov</u> or <u>Grants</u> <u>management staff</u>

Forms and information for applicants

- Application Workshop Video
- 2024 Recreation Passport Grant Program Application Guidelines
- <u>Site Control</u>
- <u>MiGrants</u>

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AGENDA ITEM NB 10h: Municipal Parking Lease Renewals

DATE: December 9, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: According to records City management entered into DDA-facilitated lease agreements with several property owners for use of their property as municipal parking. In exchange for public use, the owners received maintenance and repairs to these areas. The leases were for a term of 15 years and are set to expire in 2025.

 Items Attached:
 Almont Avenue Alley: Armando Conzales – (parcel # I19-90-500-000-00) - March 12 Janet O'Donnell (parcel # I19-90-200-000-00) – March 3 Antonelli Property Management (parcel #I19-90-800-000-00) – February 16 Lynn Craig (parcel #I19-90-900-000-00) – August 26 Mr. & Mrs. Guerrero (parcel #I19-91-000-000-00 – March 22 CSB Bank (parcel #I19-90-300-000-00) August 10

> **Depot Drive:** Bee Gee's Family Shoes (parcel #I19-91-100-000-00) – August 23

Gem & Diamond:

Jeff Johnson (parcel #I19-64-300-000-00) September 1

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

Recommendation: Motion to pursue lease renewals with the property owner for an additional 15 years.



Imlay City Downtown Development Authority 150 N. Main Street, Imlay City, MI 48444 810.724.2135 ph • 810.724.1861 fx

ALMONT ALLEY MAINTENANCE LEASE AGREEMENT

This agreement, made this _____ day of _____, 2010 between

hereinafter called the Lessor, and the City of Imlay City, a Michigan municipal corporation, hereinafter called the Lessee,

WITNESSETH as follows:

- Lessor owns certain real property located in the City of Imlay City, County of Lapeer, State of Michigan, which is described on attached Exhibit A. In consideration of the continual maintenance of the area described on attached "Exhibit B", the lessor does hereby let and lease to the Lessee for a term of fifteen (15) years.
- 2. The Lessee hereby hires said premises for said term, covenants and promises to continue the maintenance of the black-topped area's surface. Maintenance in this agreement would mean the following: snow removal in general parking area only in winter months, cold patching, filling cracks, and parking striping troubled spots in said area, and one treatment of weed deterrent once a year in the said area. (Weed deterrent would not be placed in areas behind the buildings that have flowers and or other decorative vegetation in them.)
- 3. The Lessee, City of Imlay City, shall be deemed the legal owner of said property during the term of this lease, said black topped area to be used as municipal parking lot for the use of the general public. Further, said area shall be deemed to be part of the City of Imlay City's streets, alleys and parking lots.
- 4. The Lessor agrees that the Lessee shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid.
- 5. The Parties hereto further agree that there shall be no reduction of the tax assessment of the Lessor's property. This is due to the Parties agreement that the continual maintenance will increase the value of the adjoining parcel at least equal to the reduction in value of the property due to the rental of this property during the lease period.
- 6. Lessee covenants to notify its insurance carrier of the leased premises and provide to the Lessor a copy of the City of Imlay City's insurance binder relevant to the leased premises.
- 7. Lessee covenants not to transfer or assign this Lease, or sub-let said premises or any part thereof, without the previous written assent of the Lessor thereto endorsed heron.
- 8. It is agreed that the continual maintenance to be done shall become part of the premises and remain thereon at the termination of the lease. This shall include all improvements made to the area. The lessee has the right to submit the leased area into grant applications for financial assistance to improve leased are.

9. Should Lessor determine Lessee has breached this Lease, Lessor shall notify the City Manager in writing of said breach by certified mail. Said notices shall be sent to the following:

> **City Manager** City of Imlay City 150 N Main Street Imlay City, MI 48444

Upon said notification, the Lessee shall have thirty (30) days to remedy said breach and or otherwise respond to said notification. Failure of the Lessee to remedy the breach and or otherwise reasonably respond to said notification shall be cause for the termination of the lease. The above actions by Lessor shall be lawful wither by lessor, or his certain attorney representative, heirs personal representatives, administrators or assigns.

- 10. The City of Imlay City and or Lessor shall have the right to revoke the terms of this agreement upon ninety (90) days written notice to the City of Imlay City.
 - a. Terms of termination are located in Exhibit C

City of Imlay City, A Michigan Municipal Corporation

Dated:

By: Wayne O'Neal Its: City Manager

STATE OF MICHIGAN}

}SS COUNTY OF LAPEER}

Subscribed and sworn to before me, a notary public in and for said County, on _______, 2010

, Notary public

Janice Zuhlke, Notary public Lapeer County, Michigan

My Commission Expires:

Property Owner

Dated:_____, 2010

By: its:

STATE OF MICHIGAN} }SS

COUNTY OF ____

Subscribed and sworn to before me, a notary public in and for said County, on _____, 2010

Drafted by and when Recorded return to

Lapeer County, Michigan

City of Imlay City 150 N. Main Street Imlay City, MI 48444 My Commission Expires: _____

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Directors Report

DATE: December 9, 2024

- TO: DDA Board Members
- FROM: Christine Malzahn, DDA Executive Director
- Items Attached: December Report Weekly email reports
- Action Needed: No Board Action Needed

Director's Report – December 2024

Promotions/Events

- On-going Social media postings and engagement with downtown merchants on Facebook and Instagram.
- Staff and I created ads and social media postings for Kringle Market, Winterfest, Small Business Saturday, and Thanksgiving.
- Updated website calendar of events and other happenings
- Continued planning for WinterFest Event

Economic Development

- Continued to assist a developer with Johnny's Place purchase
- Created an Imlay City data marketing flyer

Place Making/Streetscape

- Met with holiday lighting contractor for decoration installation
- Scheduled repair work for electrical issues with holiday lights
- Held two bid openings for the two RFP's issued for Annual Flowers/Landscaping and Irrigation Maintenance
- Prepared Rotary Park Proposal, and presented it to IC Rotary Club for consideration
- Presented Rotary Park Proposal to Parks and Rec Commission

Grants:

- Assisted Four County Community Foundation with EPA grant submission
- Researched DNR Recreation Passport NOFO
- Continued planning for MEDC NOFO RAP 3.0 grant application(s)
- Processed reimbursement grant payment for 206 E. Third Street

Billboard:

- Created and submitted artwork for WinterFest
- Submitted artwork for King and King Jan/Feb ad campaign

Imlay City Façade Corp

- Created façade grant application and distributed it to interested parties
- Created scoring matrix for application submissions
- Filled DBA forms with LARA

Meetings and Other:

- Attended Rotary Club weekly meetings.
- Processed invoices, check requests, and mailed payments.
- Made updates to the DDA website for current meeting information.
- Attended November 19th City Commission Meeting for Third Street Properties Proposal
- Attended December 3rd City Commission Meeting for Third Street Properties Proposal
- Held follow-up negotiating meeting with Mayor Kemp and City Manager
- Attend monthly department head meeting
- Attended the monthly Hispanic Cultural/Services meeting
- Assisted the City with the Demo RFP issued for the old sign shop
- Attended the 2-day MDA Fall Conference in Ann Arbor
- Attended MDA MiPDM post-conference meeting
- Prepared meeting minutes, agendas, action item sheets, and board packets for Informational Meeting, regular DDA meeting, and Imlay City Façade Corp meeting December 9th meetings.

From: To:	Christine Malzahn "jgenord@icdda.com"; wbargen@icdda.com; sdavis@icdda.com; jshattuck@icdda.com; "byockey@imlaycity.org"; jkempf@imlaycity.org; kjorgensen@icdda.com; srobbins@icdda.com; ndocherty@icdda.com; "imontoya@icdda.com"
Cc:	ddapromotions@imlaycity.org
Subject:	Week Ending November 15th
Date:	Friday, November 15, 2024 3:39:00 PM
Attachments:	2024.11.4.24 Special Meeting Minutes.docx
	<u>imaqe001.pnq</u>
	2024.11.4 Imlay Facade Corp Meeting Minutes.docx
	Imlay City Facade Corp GRANT Application.pdf
	Facade Corp Loan & Grants Guidelines updated 2024.doc

Hello All,

It's been a busy busy two weeks since our last meeting. I attended the MDA Fall Workshop conference in Ann Arbor last Thursday and Friday – it was great to hear and bring back some new ideas on DDA Best Practices, economic development tools, and volunteerism. I'm eager to share this information and put it into practice. Think Main Street America.... Together we can do this!

Attached you will find the meeting minutes for both the DDA and Façade Corporation. Kindly let me know if you see anything that needs to be corrected.

Also attached is the Imlay Façade Corp Grant Application for projects. You may have seen this posted on Facebook or our website, but I'm sharing it with you if you have a project that qualifies or know of anyone looking for an opportunity to improve their building. Note the deadline is December 13th – so we will need to hold a special meeting on the 16th to score the applications! Are you available?

If possible, please plan to attend the city commission meeting next Tuesday. The commissioners will entertain our offer to purchase the Fire Hall and old DPW property. I know there is some opposition to the terms in the contract, but hopefully, we can encourage the city commission to work with the Façade Corporation to help us improve these parcels.

WinterFest planning is moving along. As of yesterday, the Kringle Market vendor spaces are SOLD OUT (we now have a waiting list in case the last few do not pay their booth fees). Reservations for Lunch with Santa is also full – this year we had room for 160 people! Amazing show of interest.

Watch for the holiday decorations to be installed soon – I'm excited to see how the new addition of colored lamps looks in downtown.

Lastly, our 5 new wayfinding signs are installed along Van Dyke – they look great!

Christine Malzahn

DDA Executive Director

From: To:	Christine Malzahn wbargen@icdda.com; srobbins@icdda.com; ndocherty@icdda.com; "byockey@imlaycity.org"; jkempf@imlaycity.org; "jmontoya@icdda.com"; kjorgensen@icdda.com; "jgenord@icdda.com"; sdavis@icdda.com; jshattuck@icdda.com
Cc:	ddapromotions@imlaycity.org
Subject:	Week Ending November 22
Date:	Friday, November 22, 2024 2:57:00 PM
Attachments:	image001.png

Hello Board Members,

Just checking in to give you a quick update on DDA activities this week.

I hope you've all seen the installation start of our holiday décor! The DPW put up the light pole décor and Summit Illuminations will be working on Lamb Steele Park decorations starting tomorrow. Just in time for the snow to fall!

Both RFP (landscaping and Irrigation) were due today by noon. We received 2 bids for irrigation and 3 for landscaping. Chris and I will be doing the bid openings this afternoon at 3:00 pm and will have the results on our next meeting agenda.

Steve Robbins and I presented the Third Street property purchase agreement to City Commission on Tuesday night. As I anticipated, we met with some opposition and valid concerns from the Commissioners. The overall consensus however was for negotiations to continue and for a revised PA to be brought forth to commission on December 3rd. I met with both Joi and Craig this afternoon and we agreed to have the city attorney draft a new document adding the following elements:

- 1. A deed restriction for no residential construction
- 2. Indemnification clause
- 3. City leadership must be consulted and agreeable to any future sale to a private entity, if not, they have the first right to purchase for our investment cost.

The other item discussed is the old sign shop and whether or not it should be included in the offer – if it continues to be included that would mean that the DDA would be responsible for the demolition costs.

If 3 or more DDA Board members wish to call a special meeting to discuss this further before the PA goes to City Commission, please let me know, otherwise this will be on our agenda for December 9th. Please plan to attend the city commission meeting on Dec 3rd if you would like to witness or participate firsthand.

I spent a good deal of time drafting our informational meeting packet for the 9th and sending out meeting notices to all tax collecting authorities in our district.

Chris has been a tremendous help this week getting the fall décor taken down, distributing WinterFest posters and organizing the vendors for Kringle Market.

As a reminder city hall will be closed both Thursday and Friday next week for the holiday, and I have scheduled an extra vacation day to travel on Wednesday to see my favorite littles. You can expect your Board packet on the 5th, if you need anything in the meantime, please let me know.

I wish all of you a wonderful Thanksgiving weekend spent doing your favorite things!

Gratefully,

Christine Malzahn

DDA Executive Director City of Imlay City

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