

CITY OF MADISON HEIGHTS

CITY HALL - EXECUTIVE CONFERENCE ROOM, 300 W. 13 MILE RD.

JOINT DDA & BRA MEETING AGENDA

AUGUST 20, 2024 AT 8:00 AM

CALL TO ORDER

ROLL CALL

ADDITIONS/DELETIONS

APPROVAL OF MINUTES

1. MHDDA Minutes 6-18-24

MEETING OPEN TO THE PUBLIC

UNFINISHED BUSINESS

2. MHDDA Board Vacancies & Candidates

REPORTS

- <u>3.</u> Finance Report
- 4. Update on Ongoing Projects
- 5. Active Brownfield Reimbursements- Summer 2024 Tax & Updates

NEW BUSINESS

COMMITTEE REPORTS

6. MHDDA Business Digital Marketing Program

TRAINING & EVENT OPPORTUNITIES

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Item 1.

Regular Downtown Development Authority Madison Heights, Michigan June 18, 2024

A Regular Downtown Development Authority was held on Tuesday, June 18, 2024 at 8:00 AM at City Hall - Executive Conference Room, 300 W. 13 Mile Rd.

PRESENT

Member Rickey Busler Member Gordon Davignon Mayor Roslyn Grafstein Vice-Chair Yousif Jarbo Member Joseph Keys Member Melissa Marsh Member Michael Sheppard Member Marija Ujkic Chair Michael Van Buren

<u>ABSENT</u> Member Joe Marando Member Lenea Renshaw

<u>OTHERS PRESENT</u> Deputy City Manager/City Clerk Cheryl Rottmann MHHP Chamber Director Linda Williams

DDA-24-14. Excuse Members.

Motion to excuse Members Marando and Renshaw from today's DDA meeting.

Motion made by Mayor Grafstein, Seconded by Member Keys.

- Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren
- Absent: Member Marando, Member Renshaw

Motion carried.

DDA-24-15. DDA Meeting Minutes of April 16, 2024.

Motion to approve the DDA meeting minutes of April 16, 2024, as printed.

Motion made by Mayor Grafstein, Seconded by Member Sheppard.

2

- Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren
- Absent: Member Marando, Member Renshaw

Motion carried.

MEETING OPEN TO THE PUBLIC

There were no members of the public wishing to speak.

DDA-24-16. Election of DDA Secretary.

Motion to appoint Joe Keys as DDA Secretary.

Motion made by Mayor Grafstein, Seconded by Member Sheppard.

Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren

Absent: Member Marando, Member Renshaw

Motion carried.

DDA-24-17.11 Mile Streetscaping Plan & Main Street Oakland CountyPlacemaking Grant Due June 18th.

Community and Economic Development Director Tucker provided the DDA with an overview of the 11 Mile Streetscape options for either a four-lane or three-lane configuration. He noted that Oakland County has a \$250,000 placemaking grant that the City is eligible to apply for; however, the deadline is today. This is a 60/40 split between the City and Oakland County. We would receive notification of whether we obtain the grant by July 11th and the funds would need to be spent by September 2026.

Discussion followed on the two options including the costs affiliated with both, traffic study results, wait-time estimates, pedestrian safety, and the ability to bring a downtown feel with the streetscape project. Director Tucker noted that the three-lane configuration construction costs are projected to be approximately \$685,000; the projected costs for the four-lane configuration is approximately \$1.1 million.

Mr. Jarbo stated that he believes the positives of a three-lane configuration outweigh the negatives.

In response to Mr. Busler, Director Tucker confirmed that the original project is from Lorenz to John R, and the total project area could possibly be expanded to Stephenson.

Motion to recommend to City Council the three-lane configuration for the 11 Mile Streetscape Project and to support City staff in applying for the Oakland County Placemaking Grant.

Motion made by Vice-Chair Jarbo, Seconded by Member Busler.

3

- Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren
- Absent: Member Marando, Member Renshaw

Motion carried.

Finance Report

Director Tucker reviewed the DDA Finance Report and noted that there were not a lot of significant changes. There was a payment to the MHHP Chamber and there will be some upcoming engineering costs that were previously approved by the board.

Update on Ongoing Projects

Director Tucker informed the board that John R Glass was not eligible for the sign grant because they completed their work before applying for the grant. He also noted that the second quarter Activity Report from the MHHP Chamber was included in the meeting packet.

In response to Mr. Jarbo, Director Tucker stated that he would research the possibility and cost of updating the bollards for the traffic lighting at John R and 11 Mile Road.

Marketing & Promotions Committee

Mr. Sheppard informed the board of a proposal to promote ongoing events with the DDA and Chamber through social media. He reviewed the videography proposal from 1 Vision Media Group to provide two 30-second professional commercials monthly for a cost of \$500 per month. Mr. Sheppard noted that it would be up to the membership to share the videos on social media to obtain exposure.

Discussion followed on providing the videos to the DDA businesses and a potential split of costs with the businesses.

DDA-24-18. Agreement between the Madison Heights DDA and 1 Vision Media Group, LLC for Videography Services.

Motion to approve an agreement between the Madison Heights Downtown Development Authority and 1 Vision Media Group, LLC for videography services to be evaluated at the next meeting of the DDA and have the cost of the videos split 80/20 between the DDA and participant.

Motion made by Member Busler, Seconded by Member Marsh.

- Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren
- Absent: Member Marando, Member Renshaw

Motion carried.

9 Mile Redesign Project Recap

Director Tucker reviewed the Oak Park 9 Mile Redesign Project elements and encouraged the DDA members to visit the project site.

DDA-24-19. Adjournment.

Motion to adjourn at 9:14 a.m.

Motion made by Member Sheppard, Seconded by Member Keys.

Voting Yea: Member Busler, Member Davignon, Mayor Grafstein, Vice-Chair Jarbo, Member Keys, Member Marsh, Member Sheppard, Member Ujkic, Chair Van Buren

4

Absent: Member Marando, Member Renshaw

Motion carried.

Downtown Development Authority of City of Madison Heights

Memorandum

Date:	August 16, 2024
То:	Downtown Development Authority Board Members
From:	Giles Tucker, Community Development Director
Subject:	Finance Report & Cash Summary

Since our June 18th meeting the DDA has a few notable expenses that are reflected in this month's Finance Report:

- Nowak Fraus \$26,000. This was the cost associated with adding the 3-lane configuration to the -11 Mile Streetscape budget.
- Go Daddy \$275.88. www.downtownmadisonheights.com Website and domain annual renewal costs.
- MHHP Chamber Q3 \$2,500. While not yet reflected in the Finance report the quarterly payment to the Chamber was processed in the beginning of August.
- With the award of the Placemaking grant, expenditure line item 248-863-987-0006 11 Mile/John -R Road Improvements will increase by \$313,981.50 for a total of \$713,981.50 and the DDA revenue line item 248-025-588-1000 County Grant to a total of \$313,981.50.

Our ending fund balance as of 8-15-24 was \$575,744.05

City of Madison Heights Application for Boards and/ or Commissions

Step 1

Indicate the board you wish to apply for with an "x" in the box provided (Please use one application per board)	Community Advisory Board (CAB), Construction Board of Appeals, Downtown Development Authority / Brownfield Redevelopment Authority, Information Technology Advisory Committee, Planning Commission*, Zoning Board of Appeals
Indicate below why you wish to serve on this Board/Commission and your relevant experience:	I am writing to express my interest in serving on the boards and/or commission. As an experienced electrical controls engineer with a background in project management, design, build, and commissioning, I believe my skills align well with the responsibilities and objectives of any Board/Committee Name I have selected
Do you currently serve on any other Boards/Commissions?	No
Last Name	Sagar
First Name	Rahul
Street Address	600 E Rowland Ave
Email Address	rahulmukeshsagar@gmail.com
Home Phone #	2698305979
Business/Cell Phone #	2698305979
Employer	ENRX
Occupation	Electrical controls engineer
Educational Background	Bachelors in Computer engineering
Community Activities and / or Work	Project Management: Successfully managed 6 of projects from inception to completion, demonstrating strong organizational and

Experience	leadership skills.
	Design and Build: Led the design and build phases for induction hardening machines and automotive assembly plants, ensuring compliance with industry standards and local regulations.
	Commissioning: Oversaw the commissioning process for Induction hardening machines and automotive assembly plants, ensuring the successful implementation and functionality of electrical control systems.
Have you ever been arrested and convicted of a misdemeanor or felony	No
Electronic Signature	Rahul Sagar
Date	11/30/2023
I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.	I agree

Thank you for your interest in serving on an Advisory Board or a Commission. This application will be kept on file for ONE YEAR. All information in this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

Background Check

CITY OF MADISON HEIGHTS APPLICATION FOR BOARDS AND COMMISSIONS Background Check Authorization and Waiver

Race	Asian
Gender	Male

*These items are required to enable the City of Madison Heights to conduct accurate background checks at any time while applying for or while serving on a Board and/or a Commission. The City of Madison Heights fully supports and complies with the laws which are enacted to protect and safeguard the rights and opportunities of all people, without being subjected or exposed to harassment or discrimination of any kind, including age, national origin, sex, race, religious affiliation, color, height, weight, or marital status.

I herewith release, defend and hold harmless the City of Madison Heights from

any and all claims by myself which may arise from performance of the duties for which I am volunteering. I understand that the City of Madison Heights will indemnify me from any and all claims arising from the performance of the duties for which I am volunteering as long as I am following the rules, regulations, and policies of the department and the City.

I authorize the City of Madison Heights to investigate my background as determined necessary for the particular activity for which I am volunteering. I hereby release and discharge the City of Madison Heights, the Oakland County Sheriff's Department, and/or the Michigan State Police and their agents from liability for any damage of whatever kind or nature, except for willful or intentional acts, that may result from release of this information to the City of Madison Heights.

Last Name	Sagar
First Name	Rahul
Date of Birth	06/24/1992
Electronic Signature	Rahul Sagar
Date	11/30/2024
I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.	I agree

Email not displaying correctly? View it in your browser.

Cheryl Rottmann

From:	noreply@civicplus.com
Sent:	Tuesday, March 5, 2024 11:47 PM
То:	Clerks; Amy Misczak
Subject:	Online Form Submittal: City of Madison Heights Application for Boards and/ or
-	Commissions

City of Madison Heights Application for Boards and/ or Commissions

Step 1

Indicate the board you wish to apply for with an "x" in the box provided (Please use one application per board)	Downtown Development Authority / Brownfield Redevelopment Authority
Indicate below why you wish to serve on this Board/Commission and your relevant experience:	Being a home and business owner located in the downtown area I would like to bring my experience and knowledge to help grow the area. My past experience of growing community, in the positions that I held for a local PTA as well as my business experience of 13 years as a business analyst is a perfect combination to bring a wealth of knowledge to the DDA. I hope to bring ideas to help expand foot traffic to the DDA with bring together our businesses and residents.
Do you currently serve on any other Boards/Commissions?	No
Last Name	Whalin
First Name	Jillian
Street Address	26103 TOWNLEY ST
Email Address	uncensoredcornhole@gmail.com
Home Phone #	2488668908
Business/Cell Phone #	2488668908
Employer	City of Madison Heights

Occupation	Animal Shelter Manager
Educational Background	High School Graduate - Bishop Foley - 2001, Attended The Culinary Insitute of America, Certificate of Web Design - Macomb Community College
Community Activities and / or Work Experience	Volunteer Positions: I previously held the positions of Volunteer Coordinator, Membership Director, Secretary and President of Oakland Elementary. Work Experience: 13 years employed by Comcast as a business analyst, Currently Owner and Operator of Uncensored Cornhole (opened in Dec. 2023) and Madison Heights Animal Shelter Manager (past 3 years).
Have you ever been arrested and convicted of a misdemeanor or felony	No
Electronic Signature	Jillian Whalin
Date	3/5/2024
I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.	I agree

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Background Check

CITY OF MADISON HEIGHTS APPLICATION FOR BOARDS AND COMMISSIONS Background Check Authorization and Waiver

Gender Female

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discrimination of any kind, including age, national origin, sex, race, religious affiliation, color, height, weight, or marital status.

I herewith release, defend and hold harmless the City of Madison Heights from any and all claims by myself which may arise from performance of the duties for which I am volunteering. I understand that the City of Madison Heights will indemnify me from any and all claims arising from the performance of the duties for which I am volunteering as long as I am following the rules, regulations, and policies of the department and the City.

I authorize the City of Madison Heights to investigate my background as determined necessary for the particular activity for which I am volunteering. I hereby release and discharge the City of Madison Heights, the Oakland County Sheriff's Department, and/or the Michigan State Police and their agents from liability for any damage of whatever kind or nature, except for willful or intentional acts, that may result from release of this information to the City of Madison Heights.

Last Name	Whalin
First Name	Jillian
Date of Birth	8/22/83
Electronic Signature	Jillian Whalin
Date	3/5/2024
I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.	l agree

Email not displaying correctly? View it in your browser.

Cheryl Rottmann

From:	noreply@civicplus.com
Sent:	Friday, February 23, 2024 3:06 PM
То:	Clerks; Amy Misczak
Subject:	Online Form Submittal: City of Madison Heights Application for Boards and/ or Commissions

City of Madison Heights Application for Boards and/ or Commissions

Step 1

Indicate the board you wish to apply for with an "x" in the box provided (Please use one application per board)	Downtown Development Authority / Brownfield Redevelopment Authority, Parks & Recreation Advisory Board
Indicate below why you wish to serve on this Board/Commission and your relevant experience:	I have owned multiple businesses in Madison heights, and want the community to grow.
Do you currently serve on any other Boards/Commissions?	No
Last Name	Hambright
First Name	Gerry
Street Address	30650 Lahser Road
Email Address	Jr@pyroservice.com
Home Phone #	586-871-7039
Business/Cell Phone #	Same
Employer	Pyro service company
Occupation	President

Educational Background	College
Community Activities and / or Work Experience	Lots!
Have you ever been arrested and convicted of a misdemeanor or felony	No
Electronic Signature	Gerry Hambright
Electronic Signature Date	Gerry Hambright 2/22/2024

Item 2.

14

Thank you for your interest in serving on an Advisory Board or a Commission. This application will be kept on file for ONE YEAR. All information in this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

Background Check

CITY OF MADISON HEIGHTS APPLICATION FOR BOARDS AND COMMISSIONS Background Check Authorization and Waiver

Race

White

Male

Gender

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Last Name	Hambright
First Name	Gerry
Date of Birth	08/15/1985
Electronic Signature	Gerry Hambright
Date	2/22/2024
l understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.	I agree

Email not displaying correctly? View it in your browser.

Downtown Development Authority of City of Madison Heights

Memorandum

Date:	August 16, 2024
То:	Downtown Development Authority Board Members
From:	Giles Tucker, Community Development Director
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Our ending fund balance as of 6-10-24 was \$565,678.73

08/15/2024 12:45 PM

REVENUE AND EXPENDITURE REPORT FOR CITY OF MADISON HEIGHTS

Page: 1/2

DB: Madison Heights		PERIOD ENDING 08/31/2024				Item 3.
GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 08/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDG USEI
	DEVELOPMENT AUTHORITY					
Revenues						
Dept 000 - NA 248-000-673-5008	FIXED ASSET CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - NA	-	0.00	0.00	0.00	0.00	0.00
Dept 011 - PROPERTY	TAXES					
248-011-402-4030	TAXES REAL OPERATING	232,948.00	51,280.16	25,299.76	181,667.84	22.01
248-011-410-4160	TAXES PERSONAL OPERATING	6,573.00	392.82	76.98	6,180.18	5.98
248-011-411-0000	DELINQUENT/MTT TAX REFUNDS - GENERAL	0.00	0.00	0.00	0.00	0.00
248-011-437-0000 248-011-573-4159	TAXES IFT ACT 198 PPT REIMBURSEMENT - STATE	0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
Total Dept 011 - PRG	DPERTY TAXES	239,521.00	51,672.98	25,376.74	187,848.02	21.57
Dept 023 - STATE SHA 248-023-573-0000	ARED REVENUES LOCAL COMMUNITY STABILIZATION SHARING	40,249.00	0.00	0.00	40,249.00	0.00
Total Dept 023 - STA	ATE SHARED REVENUES	40,249.00	0.00	0.00	40,249.00	0.00
Dept 025 - COUNTY SI	ARED REVENUES					
248-025-588-1000	COUNTY GRANT	0.00	0.00	0.00	0.00	0.00
Iotal Dept 025 - COU	JNTY SHARED REVENUES	0.00	0.00	0.00	0.00	0.00
Dept 044 - MISCELLAM	NEOUS REVENUE					
248-044-665-5000	INTEREST EARNED	250.00	0.00	0.00	250.00	0.00
248-044-674-0000	DONATIONS/PRIVATE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
248-044-680-6701	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
Total Dept 044 - MIS	SCELLANEOUS REVENUE	250.00	0.00	0.00	250.00	0.00
Dept 048 - TRANSFERS	5 TN					
248-048-699-0000	TRANFERS IN (FROM GEN FUND)	0.00	0.00	0.00	0.00	0.00
248-048-699-0244	TRANSFERS IN EDG	0.00	0.00	0.00	0.00	0.00
248-048-699-6000	TRANSFERS IN (FROM SAD)	0.00	0.00	0.00	0.00	0.00
Cotal Dept 048 - TRA	ANSFERS IN	0.00	0.00	0.00	0.00	0.00
Dept 053 - PRIOR YEA	ARS FUND BALANCE					
248-053-692-6970	USE OF FUND BALANCE	290,954.00	0.00	0.00	290,954.00	0.00
otal Dept 053 - PR	IOR YEARS FUND BALANCE	290,954.00	0.00	0.00	290,954.00	0.00
OTAL REVENUES	-	570,974.00	51,672.98	25,376.74	519,301.02	9.05
Expenditures						
	DEVELOPMENT AUTHORITY					17
248-863-729-0000	FORMS AND PRINTING	500.00	0.00	0.00	500.00	L

08/15/2024 12:45 PM

REVENUE AND EXPENDITURE REPORT FOR CITY OF MADISON HEIGHTS

Page: 2/2

DB: Madison Heig	1105	PERIOD ENDING 08/				
GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 08/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USE
	N DEVELOPMENT AUTHORITY					
Expenditures						
248-863-730-0000	POSTAGE	0.00	0.00	0.00	0.00	0.0
248-863-766-0000	TOOLS AND SUPPLIES	0.00	0.00	0.00	0.00	0.0
248-863-807-0000	AUDIT FEES	2,701.00	0.00	0.00	2,701.00	0.0
248-863-817-0000	EVENTS	500.00	0.00	0.00	500.00	0.0
248-863-818-0000	CONTRACTUAL SERVICES	20,000.00	2,500.00	2,500.00	17,500.00	12.5
248-863-818-0001	DDA MARKET ANALYSIS	0.00	0.00	0.00	0.00	0.0
248-863-818-5000 248-863-818-5001	BLIGHT REMOVAL - SIGN GRANT PROGRAM	10,000.00	0.00	0.00	10,000.00	0.0
248-863-818-5002	BLIGHT REMOVAL - FACADE IMPROVEMENT BLIGHT PROPERTY	30,000.00 0.00	0.00 0.00	0.00 0.00	30,000.00 0.00	0.0
248-863-818-5002	BLIGHT REMOVAL - PROPERTY ACQUI	0.00	0.00	0.00	0.00	0.0
248-863-818-5004	PERM ID PROGRAM	0.00	0.00	0.00	0.00	0.0
248-863-826-0000	LEGAL FEES	0.00	0.00	0.00	0.00	0.0
248-863-826-2000	HOURLY RATE-LEGAL	0.00	0.00	0.00	0.00	0.0
248-863-832-1000	MAINTENANCE-BERM AREA	17,500.00	5,350.00	2,750.00	12,150.00	30.5
248-863-832-1001	MAINTENANCE - ROW TRASH	3,500.00	1,350.00	750.00	2,150.00	38.5
248-863-921-0000	ELECTRIC	1,000.00	88.71	42.91	911.29	8.8
248-863-944-0000	MOTOR POOL CHARGES	0.00	0.00	0.00	0.00	0.0
248-863-944-1000	DEPT OF PUBLIC SERVICES CHARGES	0.00	0.00	0.00	0.00	0.0
248-863-955-8640	CONFERENCES AND WORKSHOPS	1,500.00	0.00	0.00	1,500.00	0.0
248-863-958-0000	MEMBERSHIPS AND DUES	1,045.00	0.00	0.00	1,045.00	0.0
248-863-960-9570	SUBSCRIPTIONS AND MAGAZINES	0.00	0.00	0.00	0.00	0.0
248-863-981-0000	COMPUTER EQUIPMENT	0.00	0.00	0.00	0.00	0.0
248-863-987-0000	IMPROVEMENTS	20,000.00	0.00	0.00	20,000.00	0.0
248-863-987-0001	ALLEY IMPROVEMENTS	0.00	0.00	0.00	0.00	0.0
248-863-987-0002	PROPERTY ACQUIS/DEMO	35,000.00	0.00	0.00	35,000.00	0.0
248-863-987-0003	PATINA PLACE - BRA STREETSCAPE IMPRVMNT	0.00	0.00	0.00	0.00	0.0
248-863-987-0004	MADISON TOWN CTR - BRA ST IMPROV	0.00	0.00	0.00	0.00	0.0
248-863-987-0006	11 MILE/JOHN R ROAD IMPROVEMENTS	400,000.00	0.00	0.00	400,000.00	0.0
248-863-987-0011	IMPROVEMENTS - BICYCLE RACK PROGRAM	0.00	0.00	0.00	0.00	0.0
248-863-987-0012	DDA BUSINESS GRANT	0.00	0.00	0.00	0.00	0.0
Total Dept 863 - D	OWNTOWN DEVELOPMENT AUTHORITY	543,246.00	9,288.71	6,042.91	533,957.29	1.7
Dept 965 - TRANSFE	RS OUT					
248-965-995-2272	TRANSFER TO LOCAL ST	0.00	0.00	0.00	0.00	0.0
248-965-995-4000	TRANSFER TO SAD REVOLVING	0.00	0.00	0.00	0.00	0.0
248-965-995-6000	TRANSFER TO GENERAL FUND	27,728.00	0.00	0.00	27,728.00	0.0
248-965-995-9991	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00	0.00	0.0
248-965-998-9990	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.0
Iotal Dept 965 - T	RANSFERS OUT	27,728.00	0.00	0.00	27,728.00	0.0
TOTAL EXPENDITURES		570,974.00	9,288.71	6,042.91	561,685.29	1.6
	N DEVELOPMENT AUTHORITY:	570,974.00	51,672.98	25,376.74	519,301.02	0.0
		J/U,9/4.UU	JI,6/2.98	23,3/6./4	J19,JU1.UZ	9.0
OTAL REVENUES OTAL EXPENDITURES		570,974.00	9,288.71	6,042.91	561,685.29	1.6

Page:

Item 3.

1/1

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Asset	ts ***	
248-000-001-100	0 CLAIM ON CASH	511,287.41
248-000-001-100		0.00
248-000-003-000		55,583.51
248-000-040-039		0.00
248-000-041-100		8,873.13
248-000-078-068		0.00
т	otal Assets	575,744.05
*** Liabi	ilities ***	
248-000-202-000		0.00
248-000-211-210		0.00
248-000-214-215		0.00
248-000-268-000		0.00
248-000-299-999		0.00
248-863-211-210	0 CONTRACTS PAYABLE	0.00
Тс	otal Liabilities	0.00
*** Fund	Balance ***	
248-000-390-000	0 FUND BALANCE	480,668.16
248-000-398-000		0.00
Total Fund Balance		480,668.16
Ве	eginning Fund Balance - 23-24	480,668.16
Ne	et of Revenues VS Expenditures - 23-24	52,691.62
*:	23-24 End FB/24-25 Beg FB	533,359.78
Ne	et of Revenues VS Expenditures - Current Yea	ar 42,384.27
Eı	nding Fund Balance	575,744.05
Тс	otal Liabilities And Fund Balance	575,744.05
* Year Not Clos	ed	

Downtown Development Authority of City of Madison Heights

Memorandum

Date:	August 15, 2024
То:	Downtown Development Authority Board Members
From:	Giles Tucker, Community Development Director
Subject:	Update on Ongoing Projects

Main Street Oakland County Placemaking Grant Awarded \$\$313,981.50!

On July 18th the Oakland County staff informed the city the Board of Commissioners approved our Placemaking Grant application for a total grant request of \$313,981.50. On August 12th City Council approved the 3-lane configuration of the project 6-1 and authorized the City Manager to sign an interlocal agreement on behalf of the City accepting a grant of \$313,981.50. This new grant will be reflected in the DDA budget revenue and expense line items.

The next step is to conduct boundary surveys for the area and develop complete engineering plans. This step is especially important because we will know for sure how much, if any, property will need to be acquired from private property owners to allow for the on-street parking and new sidewalk. Our desired timelines is to issue an RFP for the project over the winter and begin construction after Madsion Schools last day of classes.

MHHP Chamber FY 2024 Q3: The Chamber has provided an activity summary for Q2 of 2024 (Attached), and the DDA paid their quarterly installment this month.

Diamond Jim Sign Grant: Diamond Jim's has completed and received final inspection for all the work related to their approved sign grant application from 2023. They also provided all required proof of payment and a check was issued to them for \$2,200.

Chamber Executive Director Activity FY24, Quarter 3

The following summary serves as the 3rd Quarter report as required by the Chamber Agreement with City of Madison Heights and MH Downtown Development Authority. MH DDA Activities highlighted in yellow.

Notable Milestones & Activities

- Chamber E-Blast via MailChimp: Weekly E-Blast Announcements generated and shared with membership.
- Social Media Platform Management: Multiple/Daily Social Media Postings to highlight local businesses/members and chamber activities. Goal of content posting 1-2/daily or active weekly postings.
- Weekly 1 Million Cups Event with Oakland Thrive : Attend weekly (Wednesdays) 1 Million Cups event hosted at Incubizo, sponsored by Oakland Thrive. More than ½ of the weekly attendance are MHHP Members. Promote weekly on E-Blast and on social media platforms. Health Fair planned for early November 2024 at Incubizo.

Promotions Activities:

- Referred DDA Businesses for Sign, Façade Grants & Redevelopment Liquor Licenses
- Grand Opening of Beyond Home-July 18th
- Connection with Design Contest with Local School Districts and Beyond Home
- 50th Anniversary Celebration with Dr Kash and MH Chirporactic Center, Miss Nene provided anniversary cake.
- Margarita Mixer/Networking Event at Mia's Bar & Grille, July 16th
- Introduced and tour several DDA lease spaces for prospective Venezuelan restaurant owners. Coordinated efforts for possible pop-up restaurant opportunity agreement at Mia's Grille and Bar with prospective business.
- Helped secure local DDA Businesses to participate in business highlight videos-Madison Motors, Madison Bowling, Woodpile BBQ, Royale Kabob
- Meeting with Major Oil and Repair owner-Moe to discuss redevelopment opportunity-August 6th. Secured sponsorship to MHPD Benevolent Fund from owner.
- Culture, Food & Networking Events Strive for monthly events at rotating restaurants offering different cuisines from "Around the Globe." Unique kind of casual networking with an emphasis on the different international cuisines and the culture associated with the restaurant or the small business owner. Events typically scheduled around dinner time with participation level at 15-20+. Restaurants that hosted in 3rd Quarter: 88 Bahn and MI Bowl. Dim Sum event at Light Cantine planned in partnership with APACC on November 14, 2024. Attended and promoted Mini-Asian Market at Asian Corner (12 Mile and Deq in Warren), Vietnamese Americans of MI Annual Picnic at MH Civic Park-August 11th.

* Chamber Membership Referral

 Coordinated/secured sponsorships and vendors for 2nd Annual MHFD vs MHPD softball game to start the MHPD Benevolent Fund. Photo Op at 2SP with MHPD to promote softball event.

Other Notable Activities/Meetings / Events

- BRAND Mtgs 1st Fridays, 3rd Fridays/month, Promote and recruit members-Dr Kash
- Recruitment and Orientation of new board member –Renee Niewolak of Diversified Members Credit Union to the MHHP Board for complete board roster.
- Donation of shirts/sweatshirts from Trevco to various non-profits.
- On-going communications and coordination with 168 Group/Ricky Dong Foundation regarding financial support of art piece and other financial commitment for 14 Mile and John R gateway project.
- Promote, recruit local businesses to support upcoming "Active Adult/Senior" month in September. Coordinate luncheons for active adult member staff and team.
- Mid-year budget review with MHHP Board with assistance from MH City Manager.
- Grand Opening at Goodwill, 13 Mile and John R, July 11th.
- Open House/Grand Opening of Capital Tool & Safety, August 1st
- Lunch collaboration event with area chambers at Amici's Kitchen. MHHP to host 4th quarter networking/collaboration luncheon in November/December 2024.
- Coordinate with MH City Manager's office for MH Tour with various local businesses-event postponed for Spring 2025.
- Assisted 168 Group in predevelopment meeting with City of Warren Planning/Zoning/Building Team for 12 Mile and Deq Asian Corner Redevt Project.
- Kick-off committee meeting to plan for Auction 2024 at 876 Horace Brown Facility
- Light Cantine grand opening/ribbon cutting on September 12th
- Acorn Health Grand Opening/Ribbon Cutting scheduled for September 19th
- 8Mile Boulevard conference with Hazel Park City Leaders on September 5th
- Fall Training on Code Enforcement scheduled for September 26th, sponsored by ABC SEMI

MEMBERSHIP GROWTH REPORT Baseline Total Membership based on Master Membership List

January 2023-December 2023 Total Paid Membership: 129 January 2024 Paid Memberships: 23 (2023 Count: 29, 58,750) Monthly Revenue to date: \$4,800 February 2024 Paid Memberships: 8 (2023 Count: 6, \$1,400) Monthly Revenue to date: \$1,700 March 2024 Paid Memberships: 16 (2023 count: 21, \$4,400) Monthly Revenue: \$2,900 (\$12.400 with Q1 payments) April 2024 Paid Memberships: 26 (2023 count: 12, \$3,000) Monthly Revenue: \$5,100 May 2024 Paid Memberships: 9 (2023 count: 6, \$1,600, \$3,750 Q2 payment) Monthly Revenue: \$1,700 (\$11,200 with Q2 payments) June 2024 Paid Memberships: 5 (2023 count: 6, \$1,600, \$3,750 Q2 payment) Monthly Revenue: \$1,100 July 2024 Paid Memberships: 9 (2023 count: 6, \$1,600, \$5,000 Q2 payment) Monthly Revenue: \$1,100 July 2024 Paid Memberships: 9 (2023 count: 5, \$1,000) Monthly Revenue: \$1,800 **Total Paid to date: January –July 2024, Revenue \$19,100 (\$36,700 with Q1-2 payments) Total Paid Memberships: 134**

Downtown Development Authority of City of Madison Heights

	Memorandum
Date:	August 16, 2024
То:	Downtown Development Authority Board Members
From:	Giles Tucker, Community Development Director
Subject:	Active Brownfield Reimbursements- Summer 2024 Tax & Updates

Madison Center LLC

Maximum Reimbursement: \$2,388,549.00 Total Reimbursement to Date: \$123,404.54

On July 11th the Building Dept received building plans for the renovation and interior buildout of 29305 John R, the "would be" Amazon Fresh site within the strip area of the site. The main tenant will be Kim Nhung Superfoods, an Asian grocery store. This business is currently operating 30925 Dequindre Rd. The project has minor revisions to make to its plans and to pay fees before a permit is issued.

28202 Woodward Holding LLC- 29448 John R Rd

Maximum Reimbursement: \$2,041,686 Total Reimbursement to Date: \$0

Thus far the developer has completed sit demolition and has been issued permits for utility stub work. The site is currently awaiting the completion of land divisions. The site will be the home of Tommy's Car Wash and Popeyes.

Hudson-Madison 30031 Dequindre

Maximum Reimbursement: \$1,527,680.39 Total Reimbursement to Date: \$335,271.44

The Reserve at Red Rund received its Certificate of Occupancy in March of 2023, and has run without issues since project completion.

Downtown Development Authority of City of Madison Heights

	Memorandum
Date:	August 16, 2024
То:	Downtown Development Authority Board Members
From:	Giles Tucker, Community Development Director
Subject:	MHDDA Business Digital Marketing Program Update

At the June 18th DDA meeting the board approved a motion to approve an agreement between the Madison Heights Downtown Development Authority and 1 Vision Media Group, LLC for videography services with the cost of the videos split 80/20 between the DDA and participant. A signed agreement between the DDA and 1 Vison Media providing for this arrangement is attached. A summary of this agreement is as follows:

- DDA businesses complete a brief application for DDA consideration.
- If approved, the businesses enter into a separate agreement with 1 Vision Media and agree to pay \$52 for videography services.
- 1 Vision Media provide the DDA with a paid invoice from the business and proof that the business has received the promotional video, the DDA will pay 1 Vison Media \$208.00.
- The DDA agrees to continue this arrangement for a term of four (4) months or upon completion of four (4) DDA business promotional videos, whichever comes first.
- The agreement may be extended with DDA board approval if so desired.

Staff Recommendation

Thus far there has been a considerable amount of interest in the program and there are currently eight (8) DDA area businesses that are interested, twice the amount that the current agreement allows for without an amendment/extension. Staff recommends that the DDA board keep the existing agreement in place and consider the extension/expansion of this program at the November 19th Regular DDA meeting.

September

- 1. Amore Beautiful You Salon- 27681 John R Rd
- Madison Motors- Car Sales- 26815 John R Rd

October

- 3. Cadillac Straits
- 4. Diamond Jims

November

- 5. Woodpile BBQ
 - 6. Mia Tasty Bar & Grill
- December
 - 7. Royal Kabob
 - 8. Madison Park Family Bowling Center

1 VISION MEDIA GROUP, LLC VIDEOGRAPHY SERVICES AND REFERRAL AGREEMENT

137

THIS VIDEOGRAPHY SERVICES AND REFERRAL AGREEMENT (this "Agreement") dated as of June 24 2024 ("Effective Date"), by and between 1 Vision Media Group, LLC, a Michigan limited liability company, (hereinafter "Service Provider"), and Madison Heights Downtown Development Authority, (hereinafter "DDA").

RECITALS

WHEREAS, Service Provider is in the business of providing media services including but not limited to photography and videography marketing services;

WHEREAS, DDA desires to retain Service Provider to provide videography services to DDA and clients referred by DDA to Service Provider (the "<u>Clients</u>")

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. <u>Services</u>. DDA hereby engages Service Provider, and Service Provider shall accept such engagement, as an independent contractor to provide to DDA and Clients the videography services (the "<u>Services</u>"), in accordance with the criteria and on the terms and conditions set forth in this Agreement. Service Provider shall use commercially reasonable efforts to provide the Services in accordance with the terms of this Agreement in a workmanlike and professional manner.

2. Consideration.

(a) In consideration of the provision of the Services by Service Provider, Service Provider shall be paid as follows:

(i) The Client(s) will submit an MHDDA Business Digital Marketing Program application form to DDA for consideration.

(ii) If approved, the Client(s) will enter into a separate agreement with Service Provider and agree to pay \$52.00 for videography services in the form of one (1) 30 second to one minute promotional video as documented in an invoice to be provided by Service Provider.

(iii) DDA will verify the Client has received a copy of the video produced by Service Provider, and Service Provider will provide DDA with the Clients paid invoice. Upon receipt, DDA shall pay a fee in the amount of \$208.00 (two hundred and eight dollars) as documented in an invoice to be provided by Service Provider. Item 6.

(b) DDA shall make the payment under this Section 2 within 14 (fourteen) days after the DDA has verified that the Client has received a copy of the video and that the Service provider has been paid by the Client.as described above.

3. <u>No Referral Fee</u>. Subject to the terms and conditions of this Agreement, if DDA refers Clients to the Service Provider, DDA shall have no right to the payment of any referral fees.

4. Independent Contractor. Service Provider is an independent contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Service Provider and DDA for any purpose. Service Provider has no authority (and shall not hold itself out as having authority) to bind DDA and Service Provider shall not make any agreements or representations on DDA's behalf without DDA's prior written consent. Without limiting the above, Service Provider will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by DDA to its employees, and DDA will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Service Provider's behalf.

5. <u>Confidentiality</u>. All non-public, confidential, or proprietary information of Service Provider, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Service Provider to DDA, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed to any person including without limitation any Client or prospective Client, or copied unless authorized by Service Provider in writing. Upon Service Provider's request, DDA shall promptly return all documents and other materials received from Service Provider. Service Provider shall be entitled to injunctive relief for any violation of this <u>Section 5</u>.

6. <u>Term and Termination</u>.

(a) The term of this Agreement commences on the Effective Date and shall continue for a term of (4) four months or upon completion of and payment for (4) four Client promotional videos, whichever is first. This Agreement may be extended an additional calendar year upon approval of the DDA Board.

(b) Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, without cause and without liability to the other, other than for fees incurred for Services through the effective date of such termination.

(c) In addition to any remedies that may be provided in this Agreement, either party may terminate this Agreement with immediate effect upon notice to the other party, if the other

party: (i) fails to pay any amount when due under this Agreement and such failure continues for 14 days after the other party's receipt of notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7. <u>Grant of Rights</u>. Only upon the receipt of the total and complete payment for the Services, Service Provider shall grant to Client a non-exclusive right and license to use the results and proceeds of the Services (which include the Videos) (the "<u>Works</u>"). Service Provider agrees that the foregoing grant includes the right to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Works, in whole or in part, as provided by Service Provider modified or unmodified, including in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised; provided, however, that such grant constitutes a mere license to use the Works and that all ownership rights are retained by Service Provider as described in <u>Section 8</u>, below; and provided, further, that any display of the Works (whether modified or unmodified) by Client shall include a reasonably visible acknowledgment that such Works were produced by Service Provider.

8. <u>Ownership</u>. Service Provider owns and retains all right, title, and interest in and to the Videos, subject to the license granted in <u>Section 7</u>. Client owns and retains all right, title, and interest in and to all adaptations of the Videos made by Client or by any third party for the benefit of Client, subject to Service Provider's rights in the underlying Videos.

9. <u>Attribution</u>. Client shall provide Service Provider with the following source attribution for each Video in connection with any publication of such Video:

Attribution: 1 Vision Media Group, LLC

Placement: (1) directly below each Video, if possible; (2) as a watermark on the Video; or (3) on an attribution page of a book.

10. Indemnity. DDA shall defend, indemnify, and hold harmless Service Provider and its managers, officers, employees, agents, and contractors from and against all losses, damages, liabilities, or expenses (including reasonably attorney fees) in respect of or relating to (a) any and all liabilities and/or claims resulting from DDA's or Client's acts or omissions, (b) any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement by DDA or from any misrepresentation in or omission from any certificate, exhibit, or other instrument executed by DDA in connection with this Agreement, and (c) any cost, expense or fee, including attorney's fees, incurred by Service Provider in collecting sums owed under this Agreement, whether or not related to a third-party claim.

11. <u>Limitation of Liability</u>. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO DDA, CLIENTS OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

12. <u>Miscellaneous</u>. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other parties; (c) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument, and may be delivered by e-mail or other electronic means; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the State of Michigan without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Sections 5, 7, 8 and 9 above will survive termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

1 VISION MEDIA GROUP, LLC

BY: ~

NAME: Anthony Austin

TITLE: President

MADISON HEIGHTS DOWNTOWN DEVELOPMENT AUTHORITY

BY: Bile W W L

NAME: Giles Tucker

TITLE: Commonity & Economic Development Director

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