

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

REGULAR MEETING MARCH 11, 2024
5:35 P.M.

Walter Bargaen, Chair
Kelly Villanueva, Vice-Chair
Kim Jorgensen, Secretary-Treasurer
Stu Davis, Treasurer

Justin Shattuck, Board Member
Steve Robbins, Board Member
Neil Docherty, Board Member
Joi Kempf, Mayor

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PUBLIC PARTICIPATION
6. CORRESPONDANCE
7. APPROVAL OF MINUTES (pgs. 3-7)
Regular Meeting February 5, 2024
8. FINANCIAL REPORTS – February 2024 (pgs. 9-14)
 - a. DDA Expenditure Report
 - b. Check Register Report
 - c. DDA Credit Card Statement
 - d. Balance Sheet
9. **OLD BUSINESS**
 - a. DDA Bylaw Review (pgs 15-25)
10. **NEW BUSINESS**
 - a. Lapeer EMS Special Millage - Russ Adams (pgs 27-28)
 - b. Funding Request: Chamber of Commerce SummerFest Billboard – Chris Bishop (pgs 29-30)
 - c. DDA August 6th Concert / SummerFest Concert (pgs 31-32)
 - d. DDA Billboard Contract / Sponsors (pgs 33-35)
 - e. CN Lease Depot Drive (pgs 37-52)
 - f. EMC Sign Replacement (pgs 53-61)
 - g. 150 Bancroft Property Sale (pg 63)
 - h. FY 2024-2025 Budget Review (pgs 65-69)
11. EXECUTIVE DIRECTOR’S REPORT (pgs 71-76)
12. CLOSED SESSION: Property Acquisition
13. BOARD MEMBER COMMENTS
14. ADJOURNMENT

THIS PAGE LEFT INTENTIONALY BLANK



Meeting Minutes

DATE: March 11, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Items Attached:

- a. February 5 – Special Meeting

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

Recommended

Motion: Motion to approve the meeting minutes as presented.

**IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY**

Special Meeting
February 5, 2024
MEETING MINUTES

A special meeting of the Downtown Development Authority was held on Monday, February 5, 2024, at Imlay City Hall, 150 North Main Street, Imlay City MI 48444.

1. CALL TO ORDER

Vice Chair Villaneuva called the meeting to order at 5:35 pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL – Director Malzahn called the roll:

Present: Steve Robbins, Justin Shattuck, Kelly Villaneuva, Stu Davis, Kim Jorgensen, Neil Docherty

Absent: Walter Bargaen (excused), Mayor Joi Kempf

Quorum Present

4. APPROVAL OF AGENDA

MOTION by Davis, supported by Shattuck to approve the agenda with two additions: 10f Biolchini Resignation Letter; 10g Imlay City SEED Website

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

5. PUBLIC PARTICIPATION – none

6. CORRESPONDENCE - none

7. APPROVAL OF MINUTES

a. Regular Meeting January 8, 2024

MOTION by Davis, supported by Robbins to approve the minutes as presented.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

8. FINANCIAL REPORTS – January 2024

a. DDA Expenditure Report – revenues \$16.00; expenditures \$18,779.87

b. Check Register Report - \$12,074.82

c. Balance Sheet - \$450,874.07

Director Malzahn presented the financials through January 31, 2024. She reported that all GL's are trending normal except payroll expenses.

9. OLD BUSINESS –

a. **CIP Project List**

Director Malzahn presented a list of proposed CIP projects and other items that she wished to get direction on from the board. The Board reviewed the list and provided the following action:

Remaining FY 2023-2024 Proposed Goals Projects / Expenditures:

- EV Charging Station - \$3,290 / \$13,157 grant – **(Grant approved – project will be completed by spring 2024)**

- LED Sign Replacement \$26,000 (**Costs have increased – waiting on 2 additional bids**)
- Bike Racks / Community Information Signs \$15,000 (**Design renderings and pricing will be presented to the DDA in March**)
- Outdoor Camera System – (Lamb Steele Park) \$2,000 (**On hold until coordinated with PD**)
- Downtown Banners \$6,000 (**Board approved initial Trivia Banner project at \$1,500**)
- Lamb Steele Park Christmas Tree Replacement \$2,500 (**waiting for spring pricing from Dan Weingartz – will proceed**)

FY 2024-2025 Proposed Goals Projects / Expenditures

- Billboard \$16,000 (**Discussion on location, not visible to traffic. Villaneuva noted it was a good idea in the beginning, but may not be useful any longer, Board can use the money to repair the LED sign instead**)

MOTION by Docherty, supported by Davis, supported by Robbins to not renew the lease in August 2024 for the current billboard location.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

- Administrative Transfer \$35,000 (**The Board wants to know what services the DDA receives for this fee**)

MOTION by Jorgensen, supported by Davis to form a subcommittee to negotiate with city administration on the transfer amount going forward. Committee members include Jorgensen, Robbins, Bargaen, Shattuck.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

- WinterFest \$2,000 (**Increase budget to \$4,000 – work on date with Chamber, second weekend in 2024 would make the event date Dec 14th – this is too close to the holiday, but may conflict with other surrounding community events**)
- Streetscape \$40,000 / \$20,000 grants (**Board recommended reducing this budget for next fiscal year – find ways to reduce this annual cost**)
- Rotary Park \$10,000 (**The Board will help with maintenance but not at this level, wants a proposal from Rotary on what improvements they want to make**)
- Restriping \$2,000 (**Include this item in the budget for next year – coordinate with DPW**)
- Property Acquisition \$200,000 - \$500,000 (**The Board wants to make this a priority and work with the Imlay City Façade Corp to remediate vacant and blighted buildings**).

MOTION by Davis, supported by Robbins to sell Bancroft property and use proceeds as seed money for property acquisition.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

- Pocket Parks \$30,000 (**Director will issue the RFP and report back for development costs**)

- Lamb Steele Park Improvements \$50,000 / \$450,000 grants (**still waiting for award announcement from LEO on the Community Center Grant submission made by the DDA last September**)
- Open Access Network \$5,000 + \$350 monthly (**Director Malzahn recommends holding this for now until it can be coordinated with the PD**)

10. NEW BUSINESS

a. Landscape Architect RFP

The Board reviewed the RFP that Director Malzahn created for Landscape Architect Consultant Services. Malzahn noted that requirements on most grant applications sought, to help fund the costs of developing the pocket park areas downtown, will require a site plan and cost estimates. The RFP will be posted on our DDA website, published in the newspaper, and placed on BidNet with the goal of obtaining multiple responses. The Board would also like to see if GreenScape Solutions (the current streetscape maintenance provider) can submit a proposal.

MOTION by Davis, supported by Docherty to post the request for Landscape Architect Services as presented.
All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

b. Summer Concert Date Change

Director Malzahn noted that the event calendar previously approved included July 2nd as a summer concert date. That date has presented challenges in contracting performers and is requesting a change to the schedule.

MOTION by Jorgensen, supported by Shattuck to change the July 2nd concert date to August 20th due to the holiday week.
All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

c. Spring/Summer Trivia Banners

Director Malzahn presented four concept renderings of her proposed trivia banner display. The design includes four different color combinations with the same design scheme. She would like to create a total of 30 new banners for downtown each with a different trivia fun fact provided by the Historical Museum. The banners will cost \$48 each and will be installed on the downtown lamp posts mid-spring.

MOTION by Robbins, supported by Shattuck to approve the purchase and installation of 30 new trivia banners at a total cost of \$1,500.00.

Roll Call: AYES – Robbins, Shattuck, Davis, Docherty, Jorgensen, Villanueva
NAYS – none

MOTION CARRIED 6/0

d. DDA Bylaw Review

Director Malzahn presented revised bylaws along with a list of the specific changes compared to the bylaw document approved last April. The Board would like more time to review those changes.

MOTION by Shattuck, supported by Docherty to table the bylaw review until next month.
All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

e. Snow Removal Ordinance

The DDA Board held a lengthy debate about the proposed snow removal ordinance. There is concern about enforcement without a courtesy warning notice. The 10-hour window will be an excessive burden on business owners who do not live locally. There were also concerns about the language prohibiting the placing of snow in the street for the DPW to then haul away. The

Board is recommending changes to the language and then requests the city commission adopt the revised ordinance. Language changes include:

1. 18-24 hours for compliance
2. Remove the line “are prohibited from shoveling, pushing or blowing snow from sidewalks into a public street” unless we can include language for where the snow may be placed.
3. Add in: annual notice must be provided in writing to all addresses of the requirements.

MOTION by Shattuck, supported by Davis to send the proposed snow ordinance with changes to City Commission.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

f. Market Manager Resignation Letter

The Board received a copy of Ms. Biolchini’s letter of resignation, citing her desire to move on to other ventures. She thanked Director Malzahn and the Board for the opportunity to work on behalf of the DDA and grow the Imlay City Farmers Market last season.

MOTION by Davis, supported by Jorgensen to accept, with regrets, the resignation of Patti Biolchini effective immediately, and to post the employment opportunity.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

g. SEED Website

Director Malzahn presented an invoice for \$400 from Accu Net for website hosting and domain name renewal that is due on 2/13/2024. Board member Shattuck had earlier reviewed the website content and offered to the Board that it was outdated. The SEED oversight committee no longer meets and there is no desire on behalf of the DDA to resume efforts.

MOTION by Shattuck, supported by Robbins to not renew the domain name and website hosting by AccuNet effective February 12, 2024.

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

11. DIRECTORS REPORT

Malzahn presented her written report in the meeting packet for February 2024. She also provided a picture of the outdoor lighted candy cane that was part of the order placed with Bronners for the new holiday décor. The order also included a 4’ star for the top of the Christmas tree, red c7 lamps that will be switched out on the old snowflakes to update the lighting on those that will still be used, and new multi-color led strands that will be added to the lamp posts with the garland to add more color to the overall décor. She spent just under \$7,000 on the order.

14. BOARD MEMBER COMMENTS – Vice Chair Villaneuva inquired about Sweet Treats new business in town.

15. ADJOURNMENT

MOTION by Davis, supported by Shattuck to adjourn the meeting at 7:34 pm

All in Favor 6 / Nays 0 - **MOTION CARRIED UNANIMOUSLY**

Next Special DDA Board meeting date: Monday, March 11, 2024, at 5:35 PM

Respectfully submitted by: _____
Christine Malzahn, DDA Executive Director

DDA APPROVED:

CITY COMMISSION APPROVED:

THIS PAGE LEFT INTENTIONALY BLANK



Financial Report – ending February 29, 2024

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Items Attached:

- a. DDA Expenditure Report
- b. Check Register Report
- c. DDA Credit Card Statement
- d. Balance Sheet

Action Needed: No Board Action Needed

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDT USED
-----------	-------------	-------------------------	------------------------	--------------------------------------	---	---------------------------------	------------

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000.000 - REVENUE							
248-000.000-402.000	TAX REVENUE	290,000.00	290,000.00	329,870.85	0.00	(39,870.85)	113.75
248-000.000-549.412	GRANT REVENUE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
248-000.000-550.000	ART IN THE ROUGH REVENUE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
248-000.000-560.000	WINTER FEST	2,000.00	2,000.00	534.00	0.00	1,466.00	26.70
248-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APP	12,000.00	22,375.00	22,374.52	0.00	0.48	100.00
248-000.000-665.000	INTEREST INCOME	0.00	0.00	0.96	0.00	(0.96)	100.00
248-000.000-667.000	RENTAL INCOME	1,000.00	1,000.00	344.40	0.00	655.60	34.44
248-000.000-675.500	FARMERS MARKET REVENUE	3,500.00	5,148.00	6,879.00	0.00	(1,731.00)	133.62
248-000.000-675.600	DDA CONCERT SERIES	2,500.00	2,500.00	4,445.00	0.00	(1,945.00)	177.80
248-000.000-675.800	BRICK PAVERS/BENCHES	100.00	100.00	0.00	0.00	100.00	0.00
248-000.000-675.880	COMMUNITY PROMOTION REIMBURSEMENT	5,400.00	5,400.00	3,925.00	1,200.00	1,475.00	72.69
248-000.000-677.000	OTHER REIMBURSEMENTS	0.00	0.00	575.00	0.00	(575.00)	100.00
Total Dept 000.000 - REVENUE		324,500.00	336,523.00	368,948.73	1,200.00	(32,425.73)	109.64

TOTAL REVENUES							
		324,500.00	336,523.00	368,948.73	1,200.00	(32,425.73)	109.64
Expenditures							
Dept 265.000 - BUILDING MAINTENANCE							
248-265.000-921.000	ELECTRICITY	1,500.00	1,500.00	1,201.40	0.00	298.60	80.09
248-265.000-923.000	HEAT	500.00	500.00	0.00	0.00	500.00	0.00
248-265.000-924.000	WATER & SEWER CHARGES	400.00	400.00	99.21	0.00	300.79	24.80
248-265.000-930.000	MISCELLANEOUS REPAIRS & MAINT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 265.000 - BUILDING MAINTENANCE		4,400.00	4,400.00	1,300.61	0.00	3,099.39	29.56

Total Dept 705.000 - UNALLOCATED ACTIVITY							
248-705.000-703.000	WAGES & SALARIES	44,000.00	44,000.00	31,264.21	3,384.60	12,735.79	71.06
248-705.000-706.000	HOURLY WAGES	8,000.00	8,000.00	7,054.25	240.00	945.75	88.18
248-705.000-710.000	BONUS PAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
248-705.000-713.000	DEFERRED COMP CONTRIBUTION	0.00	0.00	171.24	85.62	(171.24)	100.00
248-705.000-714.000	OPTICAL INSURANCE	500.00	500.00	702.25	0.00	(202.25)	140.45
248-705.000-715.000	SOCIAL SECURITY	4,500.00	4,500.00	2,987.19	327.99	1,512.81	66.38
248-705.000-716.000	HEALTH INSURANCE	21,200.00	21,200.00	15,098.99	1,887.97	6,101.01	71.22
248-705.000-717.000	LIFE/DISABILITY INS	750.00	750.00	508.50	79.73	241.50	67.80
248-705.000-718.000	RETIREMENT AND OPEB	2,300.00	2,300.00	1,174.89	149.34	1,125.11	51.08
248-705.000-721.000	PTO/VACATION PAY-OUT	3,000.00	3,000.00	2,195.97	846.16	804.03	73.20
248-705.000-727.000	OFFICE SUPPLIES	800.00	800.00	493.09	100.95	306.91	61.64
248-705.000-730.000	POSTAGE	200.00	200.00	72.93	0.00	127.07	36.47
248-705.000-740.000	OPERATING SUPPLIES	100.00	400.00	475.15	0.00	(75.15)	118.79
248-705.000-741.000	ADVERTISING	9,000.00	9,000.00	468.48	0.00	8,531.52	5.21
248-705.000-807.000	AUDIT FEES	1,500.00	1,500.00	800.70	0.00	699.30	53.38
248-705.000-815.000	DUES/MEMBERSHIPS	1,500.00	1,500.00	827.31	0.00	672.69	55.15
248-705.000-817.000	CONSULTING FEES	500.00	10,123.00	9,012.00	0.00	1,111.00	89.02
248-705.000-818.000	CONTRACTED SERVICES	2,000.00	2,000.00	199.24	8.24	1,804.76	9.76
248-705.000-826.000	LEGAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
248-705.000-830.000	LIABILITY INSURANCE	200.00	200.00	183.81	0.00	16.19	91.91
248-705.000-831.000	WORKERS COMPENSATION	400.00	400.00	237.53	66.47	162.47	59.38
248-705.000-853.000	TELEPHONE EXPENSES	1,200.00	1,200.00	1,052.94	207.88	147.06	87.75
248-705.000-860.000	TRANSPORTATION & CONFERENCES	2,500.00	2,500.00	840.78	0.00	1,659.22	33.63
248-705.000-900.000	COMMUNITY PROMOTION	16,000.00	16,000.00	6,338.58	0.00	9,661.42	39.62
248-705.000-921.000	PRINTING & PUBLISHING	0.00	500.00	112.50	0.00	387.50	22.50
248-705.000-921.000	ELECTRICITY	30,000.00	30,000.00	22,143.73	2,927.46	7,856.27	73.81

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Expenditures							
248-705.000-923.000	HEAT	400.00	400.00	0.00	0.00	400.00	0.00
248-705.000-930.000	MISCELLANEOUS REPAIRS & MAINT	3,000.00	3,000.00	389.42	0.00	2,610.58	12.98
248-705.000-931.000	STREETScape MAINTENANCE	55,000.00	55,000.00	38,604.03	0.00	16,395.97	70.19
248-705.000-956.000	MISCELLANEOUS	6,000.00	6,000.00	4,024.90	65.76	1,975.10	67.08
248-705.000-958.000	ADMINISTRATIVE/TRANSFER TO	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
248-705.000-973.000	DEVELOPMENT COSTS-UNALLOCATED	20,000.00	20,000.00	6,358.50	0.00	13,641.50	31.79
248-705.000-973.002	LEASES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
248-705.000-973.006	DDA CONCERT SERIES EXP	12,000.00	12,000.00	8,369.07	0.00	3,630.93	69.74
248-705.000-973.008	BRICK/BENCH EXPENSE	100.00	100.00	0.00	0.00	100.00	0.00
248-705.000-973.100	LAPER DEVELOPMENT CORPORATIO	6,250.00	6,250.00	6,250.00	0.00	0.00	100.00
248-705.000-973.300	FARMERS MARKET EXPENSE	8,000.00	9,600.00	9,540.13	0.00	59.87	99.38
248-705.000-973.550	ART IN THE ROUGH EXPENSE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
248-705.000-973.560	WINTER FEST	2,000.00	2,000.00	2,371.76	(934.73)	(371.76)	118.59
248-705.000-975.000	CAPITAL OUTLAY	12,000.00	12,000.00	6,061.43	0.00	5,938.57	50.51
Total Dept 705.000 - UNALLOCATED ACTIVITY		320,100.00	332,123.00	186,381.50	9,443.44	145,741.50	56.12
TOTAL EXPENDITURES		324,500.00	336,523.00	187,682.11	9,443.44	148,840.89	55.77
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		324,500.00	336,523.00	368,948.73	1,200.00	(32,425.73)	109.64
TOTAL EXPENDITURES		324,500.00	336,523.00	187,682.11	9,443.44	148,840.89	55.77
NET OF REVENUES & EXPENDITURES		0.00	0.00	181,266.62	(8,243.44)	(181,266.62)	100.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
02/01/2024	TRI	84081	IMLAY CITY HISTORICAL COMMISSION	ELECTRICAL SERVICE JULY 1 - DEC 31 2023	931.000	705.00	126.00
02/01/2024	TRI	84096	VC3 INC	MICROSOFT OFFICE 365	727.000	705.00	8.30
				CLOUD DATA RECOVERY AND CLOUD PROTECT	818.000	705.00	3.24
				CHECK TRI 84096 TOTAL FOR FUND 248:			11.54
02/08/2024	TRI	84109	DTE ENERGY	ELECTRIC-CITY	921.000	705.00	1,309.34
				ELECTRIC-CITY	921.000	705.00	1,325.19
				ELECTRIC-CITY	921.000	705.00	50.38
				CHECK TRI 84109 TOTAL FOR FUND 248:			2,684.91
02/08/2024	TRI	84129	STAPLES	PAPER FOR MAILER, TISSUE TAPE AND PIA	727.000	705.00	11.43
02/08/2024	TRI	84133	WELLS FARGO VENDOR	COPIER 1/26 - 2/25/2024	956.000	705.00	26.95
02/15/2024	TRI	84145	MML WORKERS' COMP FUND	WORKERS' COMPENSATION-INSTALLMENT	831.000	705.00	57.01
				PAYMENT #4 7/01/23 - 7/01/24		0	
02/15/2024	TRI	84153	RICOH USA, INC.	COPIER -2-01 - 2-29	956.000	705.00	38.81
02/15/2024	TRI	84154	STAPLES	PLUGABLE USB	727.000	705.00	3.61
				PADS LABELS	727.000	705.00	9.47
				CHECK TRI 84154 TOTAL FOR FUND 248:			13.08
02/15/2024	TRI	84156	VC3 INC	MICROSOFT OFFICE 365	727.000	705.00	8.30
				CLOUD PROTECTION AND RECOVERY	818.000	705.00	5.00
				CHECK TRI 84156 TOTAL FOR FUND 248:			13.30
02/22/2024	TRI	84191	DTE ENERGY	ELECTRIC- 120 N MAIN	921.000	705.00	191.16
02/22/2024	TRI	84195	DTE ENERGY	ELECTRIC- DDA SIGN	921.000	705.00	20.12
02/22/2024	TRI	84196	DTE ENERGY	ELECTRIC- DDA SPRINKLER	921.000	705.00	31.27
02/22/2024	TRI	84206	FRONTIER	2/10/24-3/09/24 PHONE	853.000	705.00	43.28
02/22/2024	TRI	84211	STAPLES	TONER AND PAPER	727.000	705.00	59.84
02/29/2024	TRI	84218	FRONTIER	PHONE CHARGES	853.000	705.00	114.60
02/29/2024	TRI	84223	MML WORKERS' COMP FUND	WORKERS' COMPENSATION-INSTALLMENT	831.000	705.00	9.46
						0	
Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							3,452.76



CITY OF IMLAY CITY
Account number ending in 9672
For billing cycle ending 02/23/2024

New Balance
-\$53.76

Minimum Payment
\$0.00

Payment Due
03/22/2024

Your Account Summary

Previous Balance	-59.76
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$6.00
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	-53.76
Statement Closing Date	02/23/24
Days In Billing Cycle	30
Total Credit Limit	\$15,500.00
Available Credit	\$15,500.00
Cash Limit	\$3,100.00
Available Cash	\$3,100.00



Your Payment Information

New Balance	-53.76
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Payment Due Date	03/22/2024

Manage your business expenses with convenient online access.

- Make secure online payments
- Access current and historical statements, up to 7 years old
- Monitor monthly expenses

Log In today to explore all the online possibilities!



Account Number XXXX-XXXX-XXXX-9672

New Balance
-\$53.76

Minimum Payment
\$0.00

Payment Due
03/22/2024

Credit Balance - Do Not Pay

Amount Enclosed: \$

Make checks payable to FNBO or pay online at card.fnbo.com.

CITY OF IMLAY CITY
CHRISTINE MALZAHN
150 N MAIN ST
IMLAY CITY MI 48444-1145

051295
0212

FNBO
P.O. Box 2818
Omaha, NE 68103-2818



Change of Address? If yes, please complete the reverse side of the form.

5477256194219672 00000000000000 0000000005376

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.200	CASH - CHECKING ACCOUNT	422,516.61
248-000.000-001.201	CASH - CHECKING HRA	702.25
248-000.000-001.210	CASH - CHECKING DDA	20,089.39
248-000.000-040.000	ACCOUNTS RECEIVABLE	2,194.97
248-000.000-101.000	PREPAID - ASSET	7,716.83
Total Assets		453,220.05
*** Liabilities ***		
248-000.000-202.000	ACCOUNTS PAYABLE	10,589.42
Total Liabilities		10,589.42
*** Fund Balance ***		
248-000.000-390.000	FUND BALANCE	261,364.01
Total Fund Balance		261,364.01
Beginning Fund Balance		261,364.01
Net of Revenues VS Expenditures		181,266.62
Ending Fund Balance		442,630.63
Total Liabilities And Fund Balance		453,220.05



AGENDA ITEM OB 9a. DDA Bylaw Review

DATE: **February 5, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background:

As part of the RRC process, the zoning administrator has drafted bylaws for both the planning commission and the ZBA. Upon review of the existing DDA bylaws Director Malzahn noticed items that failed to be addressed within the current approved document, and recommends that all city-wide bylaw documents be as consistent as possible. Recommended edits:

1. The entire document has section reference numbers and titles
2. Section 1.1 - combined previous section 1 and section 4
3. Section 1.4 - added definitions
4. Section 1.5 – Compensation (new addition)
5. Section 3.1 – Added address
6. Sec 3.2 – Changed “if standard dates are established” to “On or before the last regular meeting of the current calendar year, regular meeting dates for the next calendar year shall be established”
7. Section 3.3 – Special Meetings – (new addition)
8. Section 3.4 – Changed “Notice of all special meetings shall be posted at the City offices at least 18 hours prior to the meeting or as otherwise required to comply with applicable laws and ordinances.”
 To: Notifications for all meetings, including special meetings, informational meetings, workshops, and sub-committee meetings, shall be posted at the City offices at least 18 hours prior to the meeting or as otherwise required to comply with applicable laws and ordinances. Notifications shall also be available on the DDA website and/or published in a local newspaper of general circulation.
9. Section 3.5 – Changed OLD Article 3 Section 8 from: “Two annual meetings of the Authority shall be held each year. One shall be held in July and one in December. The business of the annual meeting shall include the election of officers. The fiscal year of the Authority shall be July 1st through June 30th.”

To: Two annual informational meetings of the Authority shall be held each year. One shall be held in July and one in December. Notice of these meetings shall be

sent to each taxing authority from which the DDA captures funds at least 14 days prior to the meeting date. The executive director or a board-appointed representative shall present to the City Commission a summary of the bi-annual report as presented during the informational meeting.

Informational meetings shall be held for the purpose of informing the public of the goals and direction of the authority, including projects to be undertaken in the coming year. They are not for the purpose of voting on policy, budgets or other operational matters. The informational meetings may be held in conjunction with other public meetings of the authority or municipality.

10. Section 3.6 – Changed order of Business to include: Correspondence; Special Presentation (if needed); Consent Agenda; Public Participation opportunity prior to close of the meeting
11. Section 3.7 – moved from OLD Article 3 section 5 (language the same)
12. Section 3.8 - Meeting Conduct (new addition)
13. Section 4.1 – Fiscal Year (new addition)
14. Section 4.2 – Annual Budget (new addition)
15. Section 4.3 – Records - moved from OLD article 3 section 6 to here – (language the same)
16. Section 4.4 – Amendments – Changed OLD Article 3 Section 1 “Amendments to these Rules may be proposed at any meeting of the Board.”
To: Amendments to these bylaws may be proposed at any meeting of the Board but shall be reviewed annually at its first available meeting of the calendar year to ensure compliance.

Items Attached: Proposed 2024 DDA Bylaws
Adopted 2023 DDA Bylaws

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

Recommended

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

THE CITY OF IMLAY CITY DOWNTOWN DEVELOPMENT AUTHORITY

BYLAWS

ARTICLE I

BOARD MEMBERSHIP

Section 1.1 – BOARD MAKEUP

The Board of Directors of the Downtown Development Authority shall be made of a board of up to 9 members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district if the downtown district has 100 or more persons residing within it.

Section 1.2 – CONFLICT OF INTEREST

A member of the Board who has a direct interest, whether personal or financial, in any matter before the Authority shall be deemed to have a conflict of interest and shall comply with the conflict-of-interest policy as adopted by the Board.

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

Section 1.3 – OATH OF OFFICE

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

Section 1.4 – REMOVAL FROM BOARD

A member of the Downtown Development Authority may be removed by the City Commission, after written charges and a public hearing, for nonfeasance, misfeasance, or malfeasance in office according to the following definitions:

- Malfeasance is acting in a wrongful, dishonest, or illegal way in his/her capacity as a DDA director.
- Misfeasance is acting in a legal but harmful way to the objectives of the Authority as a DDA director.
- Nonfeasance is abstaining from voting where no conflict of interest exists.

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

Section 1.5 – COMPENSATION

Board members shall serve without compensation for attendance at meetings, but may be reimbursed for reasonable expenses as incurred in the performance of their duties as approved by the DDA Board.

ARTICLE II

OFFICERS

Section 2.1 – OFFICERS

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

Section 2.2 – ANNUAL ELECTION

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

Section 2.3 – DUTIES OF CHAIR

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

Section 2.4 – DUTIES OF VICE CHAIR

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

Section 2.5 – DUTIES OF SECRETARY

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

Section 2.6 – DUTIES OF TREASURER

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

Section 2.7 – EXECUTIVE DIRECTOR

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

ARTICLE III

MEETINGS

Section 3.1 – MEETING LOCATION

Regular meetings of the Board shall be held at the municipal offices of the City of Imlay City located at 150 N. Main Street, Imlay City, MI 48444 or such other location as designated by the Board.

Section 3.2 – MEETING DATES

On or before the last regular meeting of the current calendar year, regular meeting dates for the next calendar year shall be established and approved by the DDA, a resolution setting the specific date of each regular meeting of the year shall be adopted by the City Commission with the recommendation of the Downtown Development Authority each January and posted at the City Offices. Further, notices shall be posted to comply with state law and local ordinances.

Section 3.3 – SPECIAL MEETINGS

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

Section 3.4 – MEETING NOTICES

Notifications for all meetings, including special meetings, informational meetings, workshops, and sub-committee meetings, shall be posted at the City offices at least 18 hours prior to the meeting or as otherwise required to comply with applicable laws and ordinances. Notifications shall also be available on the DDA website and/or published in a local newspaper of general circulation.

Section 3.5 – INFORMATIONAL MEETINGS

Two annual informational meetings of the Authority shall be held each year. One shall be held in July and one in December. Notice of these meetings shall be sent to each taxing authority from which the DDA captures funds at least 14 days prior to the meeting date. The executive director or a board-appointed representative shall present to the City Commission a summary of the bi-annual report as presented during the informational meeting.

Informational meetings shall be held for the purpose of informing the public of the goals and direction of the authority, including projects to be undertaken in the coming year. They are not for the purpose of voting on policy, budgets or other operational matters. The informational meetings may be held in conjunction with other public meetings of the authority or municipality.

Section 3.6 – ORDER OF BUSINESS

The normal order of business shall be:

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Correspondence
5. Special presentation (if needed)
6. Consent Agenda (approval of agenda, minutes, financial reports)
7. Public participation
8. Unfinished business
9. New business
10. Executive directors report
11. Public participation
12. Board member comments
13. Adjournment

Section 3.7 – QUORUM

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

Section 3.8 – MEETING CONDUCT

Meeting procedures shall follow Roberts Rules of Order as adopted by reference herein. Public participation shall be provided at every meeting. The Board chair may limit the time allocated for each participant to 3 minutes to provide for an orderly and timely meeting.

ARTICLE IV

OPERATIONAL PRODECURES

Section 4.1 – FISCAL YEAR

The fiscal year of the Authority shall be July 1st through June 30th.

Section 4.2 – ANNUAL BUDGET

The DDA Executive Director shall present to the Board a draft annual budget prior to May 1st. The Board may hold one or more workshop meetings to set priorities and goals of the authority to be included in the draft budget. The Board shall approve an annual budget prior to June 1st and send the approved budget to the City Commission who shall approve and include the DDA budget in its financial records.

Section 4.3 – RECORDS OF THE BOARD

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

Section 4.4 – AMENDMENTS

Amendments to these bylaws may be proposed at any meeting of the Board but shall be reviewed annually at its first available meeting of the calendar year to ensure compliance.

Section 4.5 – ADOPTION OF BYLAWS

Any amendment to these bylaws must be approved by at least two-thirds of the regular members of the Board and approved by the City Commission.

The undersigned DDA Executive Director of the Board of the Downtown Development Authority of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were duly adopted by the Board at a meeting held on the _____ day of _____, 2024.

Christine Malzahn, Executive DDA Director

The undersigned City Clerk of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were approved by the City Commission of the City of Imlay City at a regular meeting held on the _____ day of _____, 2024.

Dawn Sawicki-Franz, City Clerk

THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF IMLAY CITY

RULES

ARTICLE I

BOARD MEMBERSHIP

Section 1

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

Section 2

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

Conflict-of-Interest Policy

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

Section 3

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

Section 4

The board of Directors of the Downtown Development Authority shall be made of a board of up to 9 members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it.

Section 5

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

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

ARTICLE II

OFFICERS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE III**MEETINGS**Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

The normal order of business shall be:

- a. call to order
- b. pledge of allegiance
- c. roll call
- d. approval of the agenda
- e. public participation
- f. approval of minutes
- g. financial reports
- h. old business
- i. new business
- j. executive directors report
- k. board member comments
- l. adjournment

Section 8

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

ARTICLE IV

Section 1

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

Section 2

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

The undersigned DDA Executive Director of the Board of the Downtown Development Authority of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were duly adopted by the Board at a meeting held on the _____ day of _____, 2023.

Christine Malzahn, Executive DDA Director

The undersigned City Clerk of the City of Imlay City hereby certifies that these Rules, as Amended and Restated, were approved by the City Commission of the City of Imlay City at a regular meeting held on the _____ day of _____, 2023.

Dawn Sawicki-Franz, City Clerk

THIS PAGE LEFT INTENTIONALY BLANK



AGENDA ITEM NB 10a. Lapeer EMS Special Millage Request

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Director Malzahn received a request from Lapeer County EMS Director Russ Adams, asking that the DDA Board consider forgoing its tax capture on their 2024 ballot millage request.

Items Attached: Letter to the Imlay City DDA

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

Recommended Action: Motion to deny the opt-out request based on the current opt-out status by other Lapeer County DDAs.



Lapeer County EMS

3565 Genesee Road Lapeer, MI 48446
Phone: (810) 664-2927 Fax: (810) 664-3749
www.lcems.org



Downtown Development Authority
Imlay City
Imlay City, Michigan 48444

February 27, 2024

Dear Board,

The purpose of this letter is to ask whether the Imlay City DDA will continue to agree to forego "capture" of revenue from the 2025 special levy money that a Lapeer County EMS millage request approved by voters would provide. After approval of the 2016 and 2020 special millage for the Lapeer County EMS, the Imlay City DDA has courteously foregone capture of the Lapeer County EMS special millage revenue. We respectfully ask that the Downtown Development Authority of Imlay City continue this agreement regarding the special millage revenue generated if the voters approve the 2024 ballot request.

I look forward to addressing the board at their next meeting regarding this and making myself available for questions you may have.

Please feel free to contact me by phone: 810.664.2927 ext. 301; email:
radams@lcems.org;

We sincerely appreciate your review, consideration, and response on this matter. We look forward to hearing from you in the near future, and to the opportunity to continue to serve Lapeer County residents as you do.

Respectfully,

Russell C. Adams,
Executive Director, Lapeer County EMS



AGENDA ITEM NB 10b. Funding Request: Chamber of Commerce Billboard Sponsorship

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Imlay City Chamber of Commerce Director, Chris Bishop, is requesting the DDA to sponsor the billboard for use by the Chamber to promote their Summerfest event to be held on August 9th & 10th. The advertisement would be displayed July 14th-August 10th and is normally billed out at \$600 per month to the advertiser, or could be split between potential advertiser, Bomb Burgers (paid sponsorship) 2 donated weeks to the Chamber.

Items Attached: Funding Request Form

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

Recommended Motion:

Motion to approve the in-kind sponsorship to the Imlay City Chamber of Commerce for advertising space on the DDA Billboard during the period of July 14th-August 10th for their SummerFest Event.

Imlay City Downtown Development Authority

Request for Funding an Event or Program

Please Provide the Following Information:

Request Date: 2-23-2024 Proposed Event Date: Aug 9, 10, 2024

Requested by (Organization Name): Imlay City Area Chamber of Commerce

Name of Event or Program: Imlay City Summer Fest

Detailed Description: Annual Summer festival, Chamber Event

Amount Requested: Sponsorship of Billboard July
(attach any additional information that will assist in the review process of this request)

Contact Name: Chris Bishop (Provide contact name of person responsible for coordinating, chairing, and/or presenting the information and request to the Imlay City DDA Board)

Address: P.O. Box 312
Imlay City, mi 48444

Office Phone: 810-542-3256 Mobile Phone: 810-542-3256

Fax Phone: _____ Email: icchamberexecdir@gmail.com

Note: Any Event or Program sponsored by the Imlay City DDA shall acknowledge the Imlay City DDA as a sponsor and/or source of funding on all publications, flyers, press releases, and/or advertisements.

For DDA USE ONLY-Do Not Write Below this Line

Reviewed By: _____ Meeting Date: _____

Budgeted Item: _____ Account: _____

Approved: _____ Denied _____ (by Board Resolution or Motion)

Chairperson/Treasurer

NOTES: _____



AGENDA ITEM NB 10c. DDA August 6th Concert Date Change / Chamber of Commerce SummerFest Sponsorship

DATE: March 11, 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Chamber Director Bishop and Director Malzahn have met to discuss DDA events and Chamber events and how best to coordinate activities all happening in the same general vicinity during the week of SummerFest. We are recommending that the Farmers Market be moved that week to either Lamb Steele Park or to the Depot Drive area off Third Street. Additionally, we would like to cancel the Tuesday August 6th DDA summer concert and have the performer (3rd Degree Burns) play on Saturday night instead with it being sponsored by the DDA. The current contract cost of the artist is \$500.00. Any additional artist expenses incurred by the extended performance time would be paid by the Chamber.

Items Attached: 2024 Event Calendar

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

Recommended Motion:

Motion to move the August 6th Summer Concert to Saturday, August 10th as a sponsor to the Chamber SummerFest event.

2024 DDA Event Calendar

SUMMER CONCERT SERIES

8-Weeks

Tuesday's 7:00 pm

June 18 – Swing Shift Orchestra
 June 25 – Estudiantil & Mariachi
 with El Ballet Folklorico
 July 9 - Elvis
 July 16 – Black Mountain Sons
 July 30 - Full Circle Project
 August 6 – 3rd Degree Burns
 August 13 - Enzian aus Detroit
 August 20 – Juliann Ankley & The
 Rogue

FARMERS MARKET

14-Weeks

Thursday's 9:00 am-2:00 pm

July 11
 July 18
 July 25
 August 1
 August 8
 August 15
 August 22
 August 28
 September 5
 September 12
 September 19
 September 26
 October 3
 October 10

WINTERFEST

One Day Event
10:00 am – 8:00 pm

Saturday - December 7th

INFORMATIONAL MEETINGS

2x per year
5:00 pm - 5:30 pm

July 8
December 9



AGENDA ITEM NB 10d. OutFront Media Billboard Sign

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: OutFront Media has been notified that the DDA will not be renewing the billboard lease for the space on Cedar Street. After speaking with account OutFront Media rep Jack Tany, several alternate locations with pricing were presented for DDA consideration.

Director Malzahn met with Bomb Burgers after they expressed interest in advertising on the Cedar Street billboard. Director Malzahn proposes that non-DDA members pay the full monthly rate of \$764 plus the \$95 production fee for the poster print.

Items Attached: OutFront Media Proposal

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

ADVERTISER AGREEMENT

OUTFRONT/

OUTFRONT Media
6083 Taylor Drive
Flint, MI 48507
(810) 232-8400
(810) 232-8484

Advertiser Bill-To# 1128431
City of Inlay City
150 N. Main Street
Inlay City, MI 48444
(810) 724-2135
Attn: Dana Walker

CONTRACT NO.: **3675422**

DATE: 06/12/23

ADVERTISER: City of Inlay City
BRAND:
CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: No
ACCOUNT EXECUTIVE: Jack B. Tany (382)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Flint, MI Posters	Posters/Unit# 7654-1 M-53 175 ft N/O Second St W/S F/N	N/A	10'5"x22'8"		1	08/14/23-08/11/24	13.00	4W	\$764.00

Customer Ref#
Special Instructions:

Net Space Total: \$9,932.00
Net Non-Space Total: \$75.00
Net Agreement Total: \$10,007.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN. ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY

AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT

Christine Malzahn
NAME - TITLE

DATE 7/17/23

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display



City of Inlay City

Inventory #	Media	Location Description	City	Zip Code	Copy Size	IMP 18+ Weekly	Rate Card Value	Net Amount per 4 - Week Period	Net Amount per 4 - Week Period for 1 Year Contract	Production Cost	Start Date	End Date	Illumination (Y/N)	Current Copy
27320AO	Bulletins	I-69 Fwy 1.2 mi E/O Capac Road Exit (rnn 176) N/S F/E	Capac	48014	14"x48"	49,017	\$2,770	\$1,800	\$1,500	\$672	3/11/2024	3/9/2025	Yes	Country Smoke House
27322AO	Bulletins	I-69 Fwy 1.1 mi E/O Capac Road Exit (rnn 176) N/S F/E	Capac	48014	14"x48"	48,898	\$2,770	\$1,800	\$1,300	\$672	3/18/2024	3/16/2025	Yes	Woods-N-Water News
27206AO	Bulletins	I-69 Fwy 1.5 mi W/O I-94 Fwy S/S F/E	Smiths Creek	48074	10.6"x36"	43,982	\$3,140	\$2,000	\$900	\$382	3/11/2024	3/9/2025	No	Canadian National Railway
27208AO	Bulletins	I-69 Fwy 1.6 mi W/O I-94 Fwy S/S F/E	Smiths Creek	48074	10.6"x36"	44,265	\$3,250	\$2,000	\$900	\$382	3/11/2024	3/9/2025	No	The Dispo
95039O	Bulletins	Bus Loop I-69 W/O 32nd Street NS F/SE	Port Huron	48060	12"x24"	44,826	\$1,390	\$1,000	\$600	\$288	4/1/2024	3/30/2025	No	Christian Aid Ministries
					Locations subject to availability		at time of purchase							

THIS PAGE LEFT INTENTIONALY BLANK



AGENDA ITEM NB 10e. Grand Trunk Western Rail Lease

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Grand Trunk Western Railroad Company delivered via email a lease agreement for ROW use of its property to the City of Imlay City. The ROW area is outlined on exhibit A of the agreement (Depot Drive and the train viewing platform).

City Manager Horton is requesting that the DDA assume the lease since we are responsible for the parking lot care and maintenance.

Items Attached: Property Lease Agreement #2010/3003455

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

Recommended Motion:

Motion to authorize Director Malzahn to execute the CN Lease for ROW access to Depot Drive municipal parking area and the train viewing platform.

This Lease cancels and supersedes Lease No. 18222 dated February 17th, 1988 between Grand Trunk Western Railroad and City of Imlay as well as all subsequent extensions and amendments.

PROPERTY LEASE AGREEMENT
Lease No. 2010/3003455

THIS Property Lease Agreement (“Lease”) made as of the 25th day of May, 2023, by and between **GRAND TRUNK WESTERN RAILROAD COMPANY** as Lessor (hereinafter called “Railroad”), with offices located at 17641 S Ashland Ave, Homewood, IL 60430 and **CITY OF IMLAY**, whose mailing address is 150 North Main Street, Imlay City, MI 48444 and whose telephone number is 810-724-2135 and email address is CITYMANAGER@IMLAYCITY.ORG as Lessee (hereinafter called the “Lessee”).

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed, agree as follows:

1. **LEASE OF PREMISES.** Railroad leases to Lessee and Lessee leases from Railroad, upon the terms, covenants and conditions herein contained, the use of the property consisting of 0.66 acres, more or less, as shown Exhibit A, attached hereto and made a part hereof, (hereinafter called the “Premises”), located at or near Milepost 301.82 – 301.99, Flint Subdivision at Imlay, County of Lapeer, State of Michigan.

The Premises are to be used by Lessee and Lessee’s Agents, Contractors, Licensees and Invitees exclusively for a building, parking and fence; and for no other purpose without the express written consent of Railroad.

2. **TERM.** The term of this Lease shall be for an initial term of FIVE (5) YEARS commencing on the 1st day of January, 2023, and ending at 12:00 AM CST on the 31st day of December, 2027, unless sooner terminated or renewed as hereinafter provided.

3. **RENTAL.** Lessee agrees to pay as rent for the Premises the amounts shown as follows, payable annually in advance.

Rent Schedule

Year	Term	Rent for Term
Year 1	01-01-2023 to 12-31-2023	\$ 800.00
Year 2	01-01-2024 to 12-31-2024	\$ 800.00
Year 3	01-01-2025 to 12-31-2025	\$ 1,000.00
Year 4	01-01-2026 to 12-31-2026	\$ 1,000.00
Year 5	01-01-2027 to 12-31-2027	\$ 1,000.00

Although Lessee’s right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with the provisions of this Lease, Lessee’s obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Railroad in the condition required by this Lease. Any payment that is not received by Railroad by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated

from the due date to the date of receipt, or the maximum rate allowed by law, whichever is less. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment charge of \$100.00 to cover Railroad's cost of administration resulting from each such late payment.

Lessee shall arrange for and pay the cost of any utility service that is desired or required with respect to Lessee's use of the Premises. If Railroad pays any utility charges which are Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

4. LEASE SUBJECT TO SUPERIOR RIGHTS. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees it shall not have any claim against Railroad for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Premises by a claim of title superior to that of Railroad. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing conduits, sewers, water lines, gas lines, power lines, cable lines, fiber optic lines, drainage, telephone, telegraph, or other wires, and poles and utilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Railroad, and other lessees, grantees and permittees of Railroad, access over and through the Premises on these existing roadways, easements, permits or licenses should such access be deemed necessary by Railroad. Railroad hereby reserves unto itself and its grantees and licensees: (a) the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, cable, fiber optic, communication or signal transmission lines, together with poles and guys therefore, as may now exist or may hereafter be placed upon, under or over the Premises, (b) all ores and minerals of any kind or nature, whether on or underlying the surface of the Premises, together with the full and exclusive right, privilege and license to explore, protect, conserve, mine, extract, remove and market such minerals, and (c) all railroad operating rights, if any, associated with the Premises under applicable law; it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee further agrees that Railroad shall not be responsible for the care or maintenance of such roadways, easements, permits or licenses. Railroad makes no covenant for quiet enjoyment of the Premises. Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Railroad's title to the Premises.

5. PREMISES ACCEPTED AS IS. Lessee has examined the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Railroad or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities. Lessee also acknowledges that Railroad shall have the right to make future installations from time to time of any of the aforementioned types of facilities, provided such future installations do not unreasonably interfere

with Lessee's use of the Premises. Should it at any time become necessary to relocate any of Railroad's facilities by reason of the Lease, or Lessee's use of Premises, Lessee shall bear and pay the cost thereof.

6. TAXES/SPECIAL ASSESSMENTS AND UTILITIES

(a) In addition to rental payment provided for herein, Lessee shall be responsible for general real estate taxes and general and special assessments levied against the Premises and/or improvements located thereon. Lessee shall pay taxes and assessments applicable to the Premises promptly upon receipt of a statement from Railroad, which shall be delivered to Lessee when Railroad receives bills from the taxing authority. If general real estate taxes are paid in arrears, the first payment required to be made by Lessee shall be based on an appropriate proration of the tax bill received by Railroad that covers the Premises. Upon termination of this Lease, Lessee shall be obligated to pay taxes and assessments applicable to the Premises up to and including the effective date of said termination, which obligations shall be determined on the basis of the most recent tax bill covering the Premises. If the Premises are included with other property in a single tax bill, the amount of the taxes attributable to the land in the Premises shall be determined on a square-foot basis. If the Premises are not locally assessed, but are included in Railroad's unit assessment which applies to Railroad's operating property, Lessee shall receive an estimated statement from Railroad for general real estate taxes attributable to the Premises while the Premises are included in Railroad's unit assessment. Any improvements located on the Premises that are owned by Lessee are to be assessed directly to Lessee, and Lessee must pay all taxes attributable to such improvements before such taxes become overdue. In addition to general real estate taxes and assessments attributable to the Premises, Lessee shall also be responsible for all other taxes, license fees and charges which may be assessed during the term of this Lease against the Premises, any improvements thereon or Lessee's occupancy or operations thereon. If Railroad pays any tax, assessment or charge which is Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

7. IMPROVEMENTS BY LESSEE -- RAILROAD CONSENT REQUIRED.

No improvement shall be installed or constructed on the Premises by or on behalf of Lessee unless Railroad has received a complete set of plans and specifications for such improvement and Railroad's authorized representative has given prior written consent thereof. Railroad's consent to any improvement of the Premises shall not result in an assumption of any responsibility or liability by Railroad arising from the installation or construction of any improvement, which shall be at the sole risk and expense of Lessee. Lessee shall not permit any lien or claim of lien to be filed against Railroad or the Premises with respect to any improvement installed or constructed on the Premises by or on behalf of Lessee. Lessee hereby waives its right to a lien with respect to any such improvement and shall require a waiver of lien against Railroad and the Premises by any party or parties who furnish labor, material or services with respect to an improvement of the Premises, such waiver to be delivered to and received by Railroad before any work is performed on the Premises. **FURTHERMORE, EACH PARTY WHO FURNISHES SUCH LABOR, MATERIAL OR SERVICES MUST AGREE IN WRITING TO BE DELIVERED TO AND RECEIVED BY RAILROAD BEFORE ANY WORK IS PERFORMED ON THE PREMISES (I) TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY LIABILITY ARISING IN CONNECTION WITH WORK TO BE PERFORMED ON**

THE PREMISES, AND (II) TO INSURE RAILROAD AGAINST ANY SUCH LIABILITY BY A POLICY OF INSURANCE WHICH IS SATISFACTORY TO RAILROAD'S AUTHORIZED REPRESENTATIVE. PRIOR TO COMMENCEMENT OF ANY WORK ON THE PREMISES, LESSEE SHALL DELIVER TO RAILROAD COPIES OF ALL CONTRACTS AND INSURANCE POLICIES RELATIVE TO IMPROVEMENT OF THE PREMISES. LESSEE AND/OR THEIR CONTRACTOR(S) WILL BE REQUIRED TO OBTAIN AND CARRY A RIGHT OF ENTRY AGREEMENT FROM THE MANAGER, PUBLIC WORKS OR AN AUTHORIZED RAILROAD REPRESENTATIVE THEREOF PRIOR TO ACCESSING THE PREMISES.

*Thomas L. Brasseur
Manager, Public Works
24002 Vreeland Road
Flat Rock, Michigan 48134
email: thomas.brasseur@cn.ca*

8. LESSEE'S USE TO COMPLY WITH LEGAL REQUIREMENTS AND SHALL AVOID HAZARDS, NUISANCE, ETC.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Premises under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Railroad or the Premises, any public ways adjacent to the Premises and/or the business conducted by Lessee on the Premises. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads or any similar organization with respect to railroad operations on or in the vicinity of the Premises, copies of said circulars, specifications and standards being available for delivery to Lessee by Railroad upon written request.

(b) During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements thereon (except for railroad improvements to be maintained by Railroad or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed and free from snow and ice.

(c) Lessee shall not erect or maintain any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority, but in no event shall said distances be less than (i) eight and one-half (8 1/2) feet horizontally from the center line of any track, measured at right angles (said horizontal minimum clearance with respect to curved tracks to be increased by one inch for each degree of curvature); and (ii) twenty-five (25) feet vertically above top of rail (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet [twenty-five (25) feet in case of wires or cables suspended from messengers] above the top of rails), unless lesser distances are prescribed by lawful authority and approved, in writing by Railroad. However, any written approval by Railroad shall not relieve Lessee from any risk arising from establishment of clearances less than those specifically provided above. Lessee shall be responsible for ascertaining

all clearance requirements imposed by lawful authority and Lessee hereby acknowledges that since Railroad's crews are not able to make precise measurements during normal operations, Railroad's continued operation of a track with clearances less than those prescribed herein shall not be a waiver of the requirements set forth herein.

(d) Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the Premises by reason of any improvements that Lessee may desire to construct thereon, Lessee shall, at its own risk and expense, make such changes or alterations in a manner satisfactory to the authorized officer of Railroad.

(e) Lessee agrees that at all times during the term of this Lease, Lessee shall exercise due diligence to protect the Premises and all property located thereon and in the vicinity thereof against any danger of fire from any cause whatsoever. Without limiting the generality of the foregoing, Lessee specifically agrees that artificial lighting shall be by electricity only and that flammable or explosive substances shall be adequately protected from hazards of fire and explosion and meet the requirements set forth in the then current edition of the National Electrical Safety Code with respect to Class I Hazardous Locations, the current specifications of the Association of American Railroads, and applicable federal, state and municipal laws, rules and regulations governing handling of flammable or explosive substances.

(f) Lessee shall not cause or permit any Hazardous Material to be treated, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, subcontractors or invitees, or any related persons or entities, without first obtaining Railroad's written consent and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof. **DURING THE TERM OF THIS LEASE, IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON OR IN THE PREMISES EXCEPT AS PERMITTED ABOVE, OR IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON, IN, OR FROM THE PREMISES IN VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, OR IF THE PREMISES OR SURROUNDING, ADJACENT OR NEARBY PROPERTY BECOMES CONTAMINATED IN ANY MANNER FOR WHICH LESSEE IS LEGALLY LIABLE, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY AND ALL CLAIMS, DAMAGES, FINES, JUDGMENTS, PENALTIES, COSTS, LIABILITIES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, A DECREASE IN VALUE OF THE PREMISES, DAMAGES CAUSED BY LOSS OR RESTRICTION OF RENTABLE OR USABLE SPACE, OR ANY DAMAGES CAUSED BY ADVERSE IMPACT ON MARKETING OF THE SPACE, AND ANY AND ALL SUMS PAID FOR SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT, AND EXPERT FEES) ARISING DURING OR AFTER THE LEASE TERM. THIS DEFENSE, INDEMNIFICATION AND HOLDING HARMLESS INCLUDES, WITHOUT LIMITATION, ANY AND ALL COSTS INCURRED BECAUSE OF ANY INVESTIGATION OF CONTAMINATION OR VIOLATION OF LOCAL, STATE OR FEDERAL LAW, OR ANY CLEANUP, REMOVAL, OR RESTORATION MANDATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT OR AGENCY THEREOF.** Without limitation of the foregoing, if Lessee

causes or permits the presence of any Hazardous Material on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. Lessee shall first obtain Railroad's approval for any such remedial action. As used herein, "Hazardous Material" means and includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future. For purposes of this Lease, "Hazardous Material" shall include petroleum and any fraction thereof.

(g) Lessee shall not permit any activity on the Premises which could reasonably be construed as a nuisance or annoyance to owners or occupants of property in the vicinity of the Premises or which might result in a claim of interference or risk to the health, welfare and/or safety of the community. Lessee shall not dispose of "Solid Waste" on the Premises; as such term is defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.). Lessee shall in no way pollute the Premises or any surrounding property. Railroad shall be the sole and exclusive judge as to whether any activity permitted by Lessee on the Premises violates the requirements of the foregoing provision. Failure by Lessee to immediately abate or discontinue any nuisance or annoyance claimed by Railroad or to immediately remove the cause and affects of any pollution shall be considered a default under the provisions of this Lease.

(h) The parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease that is signed by Railroad's authorized officer. Such amendment shall require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Railroad from the risks incident to such sale or dispensation,

(i) Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Railroad's approval.

9. INDEMNIFICATION. AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN ISSUED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE AGREES, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES, AND RELATED PERSONS AND ENTITIES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "RAILROAD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD OR ANY OF RAILROAD

PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED OR OTHERWISE):

(a) FOR DEATH OF, OR BODILY INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO OR IN THE CUSTODY OR CONTROL OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ISSUANCE OR EXERCISE OF THIS LEASE OR THE FAILURE OF LESSEE TO CONFORM TO ALL THE CONDITIONS OF THIS LEASE, WORK PERFORMED BY RAILROAD FOR LESSEE UNDER THE TERMS OF THIS LEASE, THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY FACILITIES INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LESSEE ON OR IN THE VICINITY OF THE AREA COVERED BY THE LEASE, AND

(b) FOR DEATH OF, OR BODILY INJURY TO, THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, AND RELATED PERSONS AND ENTITIES OF LESSEE, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY AND CONTROL OF LESSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE PREMISES.

It is the intention of the parties hereto that Lessee shall be solely responsible for all such destruction or damage to property or for bodily injury to death of persons which would not have occurred if the Premises had never been leased. The word "Railroad" as used in this Section shall include the assigns of Railroad and any other railroad company that may be operating upon and over any tracks crossing the Premises. At the election of Railroad, Lessee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

10. **INSURANCE.** Lessee shall provide and maintain in effect during the term of this Lease commercial general liability insurance (occurrence based), including public liability, property damage, and comprehensive liability covering liability assumed by Lessee under the provisions of Lessee's covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000, with an aggregate of not less than \$10,000,000. The insurance shall not contain an exclusion for either damage occurring on, near or adjacent to railroad property. Such insurance shall be primary and non-contributory.

Lessee shall provide and maintain in effect during the term of this Lease Environmental Legal Liability Insurance applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, or compliance with statute; all in connection with any loss from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances. Coverage shall be maintained in an amount of not less than \$2,000,000 per pollution incident, with an annual aggregate of not less than \$10,000,000. Such insurance shall be primary and non-contributory.

Lessee shall also keep its personal property, fixtures, and any buildings and improvements constructed or placed on the Premises by Lessee insured with "Causes of Loss – Special Form" (or equivalent) insurance in an amount to cover one hundred percent (100%) of the replacement cost of such property, fixtures, buildings and improvements.

All insurance required hereunder shall be in companies and form acceptable to Railroad and such insurance policies shall be endorsed to name Railroad as an additional insured party and to provide not less than thirty (30) days to Railroad of any cancellation thereof any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Railroad, its owners, directors, officers, employees and agents (the "Railroad Parties") and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Railroad, Railroad Parties, or the Premises. Lessee shall furnish to Railroad complete copies of all such insurance policies with evidence of payment and premiums therefore. The providing of said insurance coverage and Railroad's acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefore.

11. DEFAULT.

(a) If Railroad does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (10) days, or if Lessee shall default in the performance of any other covenants or agreements herein contained and such default continues for a period of ten (10) days after Railroad delivers written notice thereof to Lessee, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (10) days, or if Lessee abandons the Premises for a period of thirty (30) days, Railroad may, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

(i) Railroad may terminate this Lease and the term created hereby, in which event Railroad may forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Premises for the balance of the stated term of the Lease, less the fair rental value of the Premises for said period (and the result thereof shall then be reduced to its present value using a discount rate of 10%), and any other sum of money and damages owed by Lessee to Railroad.

(ii) Railroad may terminate Lessee's right of possession and may repossess the Premises by any lawful means, without further demand or notice of any kind to

Lessee and without terminating this Lease, in which event Railroad shall, to the extent it is required by law to mitigate any damages, relet all or any part of the Premises, for such rent and upon such terms as shall be commercially reasonable and satisfactory to Railroad (including the right to relet the Premises for a term greater or lesser than that remaining under the term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Railroad is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient and if Railroad shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying the costs and expenses of such repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Railroad as damages a sum equal to the amount of the rent and additional rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time, and Lessee agrees that Railroad may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Railroad hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Railroad.

Lessee hereby agrees that to the extent any of the foregoing notice periods provided in this Article 11 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Premises, using such force as may be necessary, and to repossess and enjoy the Premises. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately the Premises and all improvements thereon without further demand or notice, and in good order, repair and condition, failing which Railroad may restore the Premises and improvements to good order, repair and condition at the sole risk and expense of Lessee. Termination of this Lease shall not affect Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings, as it may deem advisable.

(c) Lessee agrees that Railroad shall at all times have the right to distrain for rent due, and shall have a first lien upon all building, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid hereunder, and the faithful performance of the covenants herein contained, and in the event of default on the part of Lessee in any respect under this Lease, Railroad shall have the right to take the said property and sell it at public auction, giving such notice as is required by

law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to Lessee the surplus moneys arising from such sale.

(d) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days written notice from Railroad, Railroad may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this Lease is hereby defined to be the cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added shall be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Lessee shall pay bills covering such cost and expense as herein defined within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum rate allowed by law, whichever is less.

(e) In the event that Railroad shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Railroad for all such costs, expenses and attorneys' fees as additional rent hereunder.

(f) Acceptance of money by Railroad from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.

12. TERMINATION OF THIS LEASE/NOTICE OF SUBSTANTIAL CHANGE.

(a) Railroad shall have the right at any time in its sole and absolute discretion to terminate this Lease and recover possession of the Premises by delivery to Lessee of thirty (30) days prior written notice of Railroad's election. Railroad shall also give Lessee thirty (30) days prior written notice before a substantial change occurs which effects Lessee's rights herein. If this Lease is terminated pursuant to this Section without any default by Lessee, Lessee shall be entitled to refund of the balance of the security deposit, if any, and unearned prepaid rental, which is not required to satisfy Lessee's obligations.

(b) Upon termination of this Lease by expiration of the term, election of Railroad, or pursuant to any provision of this Lease, Lessee shall remove all buildings, structures, foundations, footings, materials, signs, debris or other articles or facilities owned or used by Lessee, above or below the surface of the premises by Lessee, or by any person, firm or corporation or former Lessee through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad. Lessee shall be responsible to leave the Premises in a neat, safe and clean condition and if Lessee fails to do so, Railroad shall have the right to perform necessary

work at the sole risk and expense of Lessee. Termination date of said Lease will not be in effect until all buildings and structures, if any, are removed from the Premises and all rental payments and any and all costs incurred by the Railroad, if any, are paid by Lessee.

(c) Railroad shall have the right, but not the duty, to require Lessee to remove from the Premises any improvement which is installed or constructed on the Premises by Lessee, said removal to be performed at Lessee's sole risk and expense, and if Lessee fails to so perform Railroad shall have the right to perform necessary work to remove said improvement and to restore the Premises, all at the sole risk and expense of Lessee.

(d) No termination of this Lease shall release either party hereto from any liability or obligation that has accrued prior to said termination.

13. SUCCESSORS AND ASSIGNS -- NO ASSIGNMENT PERMITTED WITHOUT RAILROAD CONSENT.

(a) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof, without the prior written consent of Railroad, which may be withheld for any reason or no reason. Lessee shall not allow or permit any transfer of this Lease or any interest hereunder by operation or law and shall not convey, mortgage, pledge or encumber this Lease or the Premises. Any attempted assignment, sublease or transfer of this Lease shall be void if not made pursuant to Railroad's prior written consent.

(b) This Lease and all covenants, agreements, terms and conditions contained herein shall be binding upon and inure to the benefit of the successors, assigns and transferees of Railroad and the permitted successors, assigns and transferees of Lessee.

14. MISCELLANEOUS.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any purpose, or is sold by Railroad under the threat of condemnation, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and Lessee shall have no right to share in the condemnation award or sales proceeds.

(b) Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this Lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease. Railroad shall have the right, during the period of ninety (90) days prior to the expiration or other termination of the term hereof, to post on the Premises notices of "For Rent" or "For Sale" and to show the Premises to prospective tenants or purchasers.

(c) This Lease is made subject to the approval of any governmental authority having jurisdiction thereover.

(d) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.

(e) It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Lease are the entire agreement entered into between the parties affecting the lease of the Premises.

(f) Failure or delay of Railroad to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.

(g) Railroad and Lessee voluntarily, intentionally and irrevocably waive the right to a trial by jury with respect to any legal proceeding based hereon or arising out of, under or in connection with this Lease.

(h) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.

(i) This Lease shall be governed by the laws of the State in which the Premises are located, without regard to choice of law principles.

(j) Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in a neat and orderly condition during the term of this Lease.

(k) Lessee agrees, at Lessee's sole cost and expense, to install a fence or barricade on the trackside boundary of the Premises. Fence or barricade will be owned and maintained by Lessee. At the end of the useful life of the fence or barricade or the termination of this Lease, whichever occurs first, Lessee will be responsible for removing the fence or barricade.

(l) Lessee agrees, at Lessee's sole cost and expense, during the lease period to maintain all roads and to repair/maintain all fencing during the term of this Lease.

(m) Proper PPE (hard hat, safety vest, safety glasses and safety shoes) must be worn by all employees at all times while on the Premises.

(n) Lessee will not allow snow removal or debris to be placed on adjacent Railroad property.

(o) Lessee will not negatively impact drainage from Railroad property.

(p) Lessee will not impair or damage track structure.

(q) Railroad to inspect the condition of the property prior to lease termination to ensure the Premises are in equal or better condition than the condition at the start of the Lease term.

15. NOTICES. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to

Lessee at its billing and mailing address set forth above. For the purposes of effectuating termination of the Lease, notice may be served upon Lessee by (a) personally delivering notice of termination to Lessee; (b) by personally delivering notice to any of Lessee’s employees on the Premises; (c) by posting said notice of termination on the Premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving notice of termination of this Lease shall be considered to be proper notice to Lessee.

All notices to Railroad shall be addressed to the Senior Manager, Real Estate, at the address stated above or to such other address as may be designated by written notice given by Railroad’s authorized representative, by U. S. certified mail, return receipt requested and shall be considered as having been properly given when actually received by Railroad.

16. LIMITATION OF LIABILITY. If the Premises are sold or transferred, voluntarily or involuntarily, Railroad’s Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner. If Railroad, its agents, employees, officers, directors or owners are ordered to pay Lessee a judgment because of Railroad’s default, then Lessee’s sole remedy to satisfy the judgment shall be Railroad’s interest in the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate originals as of the day and year first above written.

RAILROAD:

**GRAND TRUNK WESTERN RAILROAD COMPANY
17641 S. Ashland Avenue
Homewood, Illinois 60430**

By: _____
James V. Fountain
Senior Manager, Real Estate

LESSEE:

By: _____
Print Name: _____
Print Title: _____

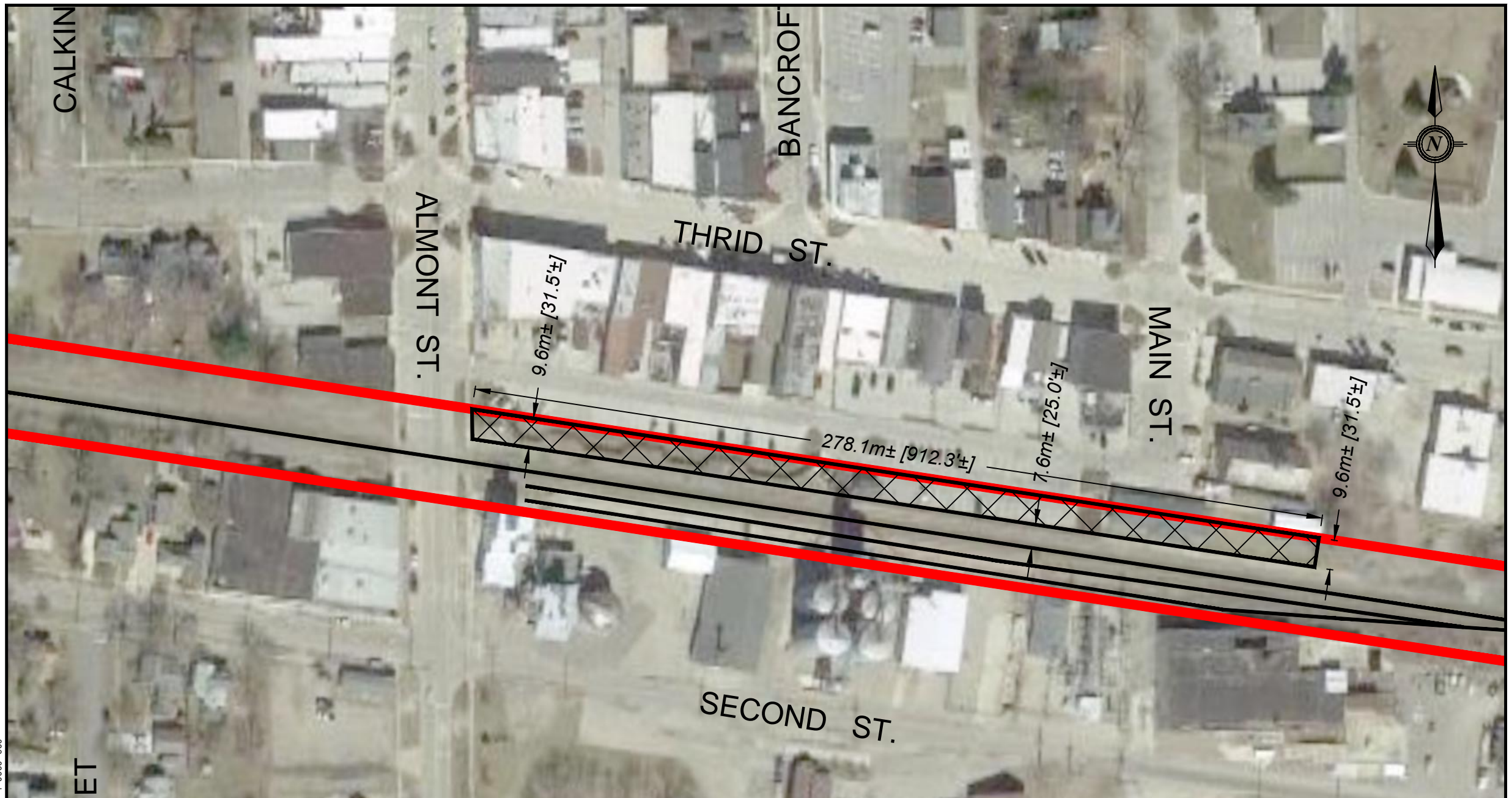



EXHIBIT A

302_3008.dwg [EN_LS_1] LAYOUT: 3003455

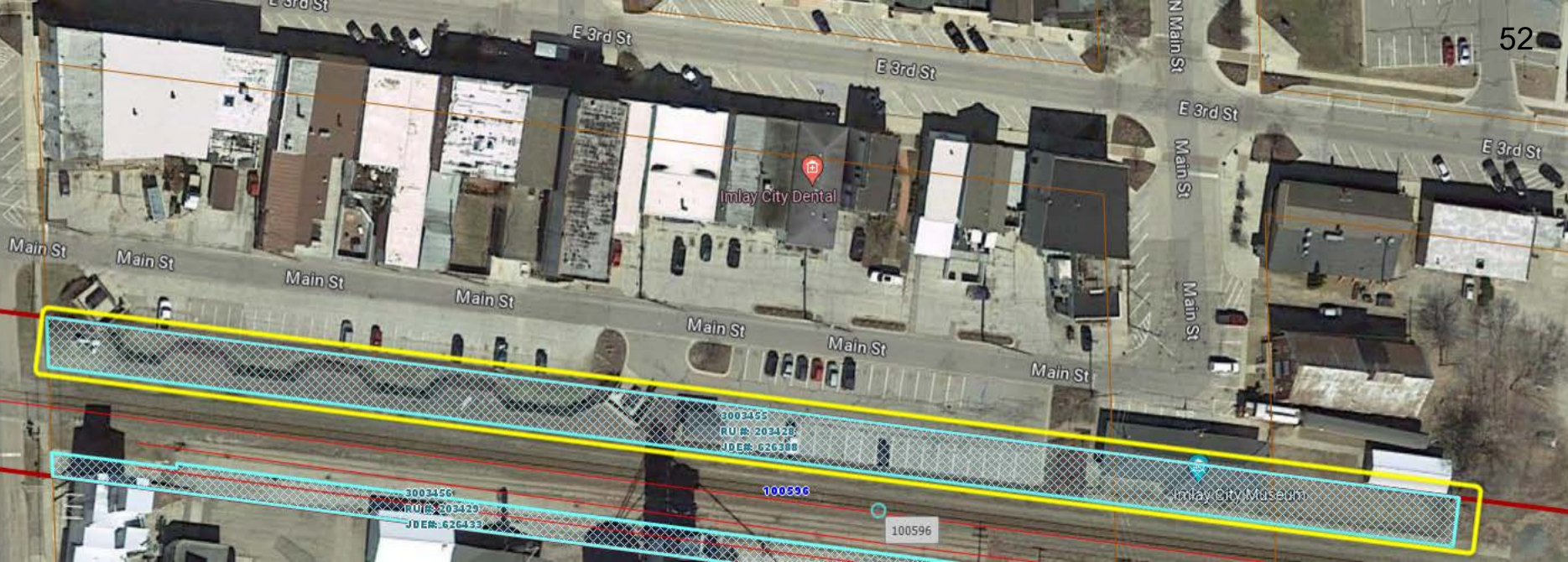
DESCRIPTION: PART OF 2010/MIPR/100596 (0.66 Acs.±)
 Imlay
 State of Michigan
 United States of America

THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARPENTAGE

LEASE SKETCH	
 Subject Lands/Terrain Sujet	

SUBDIVISION:	Flint (302)
SPUR / ANTENNE:	N/A
MILEAGE / MILLIAIRE:	301.82 - 301.99
DATE:	May 4, 2023
SCALE / ÉCHELLE:	1:1500





Imlay City Dental

Imlay City Museum

3003455
RU#: 203428
JDEM: 626388

3003456
RU#: 203429
JDEM: 626433

100596

100596

Main St

Main St

Main St

Main St

Main St

Main St

Main St

E 3rd St

E 3rd St

E 3rd St

E 3rd St

Main St

Main St

N Main St



AGENDA ITEM NB 10f. EMC Sign Replacement

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: The DDA has identified the replacement of the non-functioning Electronic Message Center Sign as one of its 2024 goals. The monument sign is located along Cedar Street in front of the Imlay City Police Station. The original installer (Saginaw Valley Signs) tried to repair the components but due to aging parts are no longer available for that model.

Items Attached: Metro Sign & Lighting Proposals 1 & 2
Metro Sign clarification on the two different proposals
Saginaw Valley Sign Proposal
Signarama Flint Proposal

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

Recommended Motion: Motion to approve to purchase and install a new EMC sign from Metro Signs in the amount of \$18,200.00.



PROPOSAL

240231-01

Date: 02/05/2024

Expires: 03/06/2024

Drawing Numbers:

Project: IMLAY CITY - EMC UPGRADE
 395 E 3RD STREET
 IMLAY CITY, MI 48444

Client: *NO BILLING INFO*

Contact: CHRISTINE MALZAHN 810-724-2135 EXT 1307 DDADIRECTOR@IMLAYCITY.ORG

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
1: RECEIVE AND INSTALL THE FOLLOWING:	\$18,200.00

Emc replacement in existing monument sign

- Display Measurements 2ft tall 68in long existing
- New proposed size is 10mm 2ft x 5.2ft wide
- Wireless connection
- EVDA10D2X3AW
- EM VUE (Cloud based)
- 1' 7.68" Tall x 4' 11.05" Wide display size
- 2' 0.6" Tall x 5' 2.14" Wide x 5" Deep
- Cabinet to fit same measurements as existing

Deposit Rate: 50%	Subtotal:	\$18,200.00
Deposit: \$9,100.00		
	Total:	\$18,200.00

PROPOSAL ASSUMPTIONS/QUALIFICATIONS UNLESS SPECIFIED OTHERWISE

Balance Upon Completion.
 Customer to sign proposal and artwork prior to production. Scale and color on renderings may not be exact representations.
 Warranty - 5 years on workmanship, 1 year on lighting and electrical components.
 Permit fees from city additional at cost. Production will not begin prior to permit approval unless authorized in writing by client.
 Variance fees and/or engineer sealed drawings additional if required.
 Work to be performed during regular business hours.
 Connection to existing electrical service on a dedicated circuit within 6' of proposed wall signs or at the base of proposed ground signs.
 Metro to provide a disconnect switch, breaker lock and label the sign circuit(s) on the electrical panel as required by code.
 Not responsible for existing code violations that may be uncovered during inspections.
 Metro to contact Miss Dig to have public utilities staked. Not responsible for damage caused to unmarked site electrical or irrigation lines while excavating.
 Normal ground conditions for excavating. Frost breakout, forms/shoring, water removal, construction fill/rock removal additional if encountered.
 Not responsible for damage to sodded or landscaped areas.
 Normal access for equipment setup and for wiring. Customer may need to move items/obstacles prior to installation.

Salesperson: Matt Thomas

Buyer _____ Seller _____



PROPOSAL

240231-02

Date: 02/05/2024

Expires: 03/06/2024

Drawing Numbers:

Project: IMLAY CITY - EMC UPGRADE
395 E 3RD STREET
IMLAY CITY, MI 48444

Client: *NO BILLING INFO*

Contact: CHRISTINE MALZAHN 810-724-2135 EXT 1307 DDADIRECTOR@IMLAYCITY.ORG

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

1: RECEIVE AND INSTALL THE FOLLOWING:

\$24,250.00

Watchfire 10mm

- New Emc replacement in existing monument sign
- display 2ft tall 68in long existing
- new proposed size is 10mm 2ft x 5.2ft wide
- wireless connection
- Emc replacement in existing monument sign
 - PRODUCT SPECIFICATIONS
 - Pixel Pitch: W10mm LED RGB
 - Pixel Matrix: 60 X 150
 - Ventilation Style: Front Ventilation
 - Cabinet Size: 29in H x 5ft 8in L x 5in D
 - Viewing Area: 24in H x 5ft L
 - Cabinet Style: Double Face (Slim)
 - Character Size: 7 lines / 30.0 Characters at a 3" type
 - Approx. Weight: 368.00 Lbs.
 - Warranty: Standard 5 Year Watchfire warranty applies.

Deposit Rate: 50%
Deposit: \$12,125.00

Subtotal: \$24,250.00

Total: \$24,250.00

PROPOSAL ASSUMPTIONS/QUALIFICATIONS UNLESS SPECIFIED OTHERWISE

Balance Upon Completion.
 Customer to sign proposal and artwork prior to production. Scale and color on renderings may not be exact representations.
 Warranty - 5 years on workmanship, 1 year on lighting and electrical components.
 Permit fees from city additional at cost. Production will not begin prior to permit approval unless authorized in writing by client.
 Variance fees and/or engineer sealed drawings additional if required.
 Work to be performed during regular business hours.
 Connection to existing electrical service on a dedicated circuit within 6' of proposed wall signs or at the base of proposed ground signs.
 Metro to provide a disconnect switch, breaker lock and label the sign circuit(s) on the electrical panel as required by code.

Salesperson: Matt Thomas

Buyer _____ Seller _____

From: [Matt Thomas](#)
To: [Christine Malzahn](#)
Subject: Re: Metro Signs Imlay City
Date: Tuesday, February 27, 2024 4:39:29 PM

Hi Christine,

Electromatic is local to Michigan in Farmington. They would be able to service the signs within 1-2 weeks and offer a 5 year warranty on parts and service.

Watchfire is located in Illinois and has a tad better content creation platform but they rely on sign companies to service the signs.

Displays are very similar in style and overall look. With the size of this sign the limitations on content don't outweigh the higher pricing.

On Mon, Feb 26, 2024 at 2:36 PM Christine Malzahn <ddadirector@imlaycity.org> wrote:

Thank you for sending the quotes. Can you tell me what the biggest difference is to an end user like me between the two?

From: Matt Thomas <mthomas@metrosal.com>
Sent: Monday, February 26, 2024 2:25 PM
To: DDADIRECTOR@imlaycity.org
Subject: Metro Signs Imlay City

Hi Christine,

Please see the 2 attached quotes to upgrade the existing sign with a new 10mm electronic display.

One pricing is Watchfire, the other is Eletromatic.

Let me know if you have any questions.

Thanks,

--



4297 Miller Road
 Flint, MI 48507
 (810) 230-6445

The Way to Grow Your Business

57
ESTIMATE
EST-17335

Payment Terms: Full due at time of order

Created Date: 2/6/2024

DESCRIPTION: Retrofitting New EMC to Existing Sign

Bill To: City of Imlay City (Downtown Development Authority)
 395 E 3rd Street
 Imlay, MI 48444
 US

Requested By: Christine Malzahn
 Email: ddadirector@imlaycity.org
 Work Phone: (810) 724-2135 x 1307
 Cell Phone: (586) 801-0166
 Tax ID: 38-600-7180

Salesperson: Garrett Poulin
 Email: Garrett@signarama-flint.com
 Entered By: Garrett Poulin

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Layout /Design	1	\$138.75	\$138.75
2	10mm ThinkSign EMC - double sided - 5 year parts warranty - Includes software, brightness/temp sensor, 4G router and broadband	1	\$12,629.60	\$12,629.60
3	Removal and Disposal of Existing Mounted EMC	1	\$210.00	\$210.00
4	Installation of New Message Center	1	\$2,296.54	\$2,296.54
5	Permit Acquisition - includes permit research, application, drawings and sign specialist/electrician sign off on project - does not include engineering drawings, survey, variance, other - if required	1	\$300.00	\$300.00
6	Sign & Electrical Permit Fees - charged by jurisdiction - COST TO BE DETERMINED - paid direct by customer or pass through +15%	1	\$0.00	\$0.00

Subtotal:	\$15,574.89
Taxes:	\$770.26
Grand Total:	\$16,345.15

Thank you for your business! We are excited to be working with you on your project! Estimates are valid for 30 days and all custom orders require payment before production.

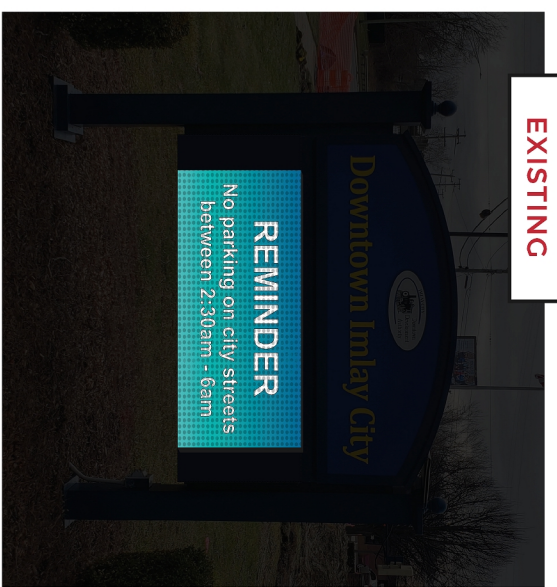
Please send notice of all ACH/Wire payments to AP@Signarama-novi.com.

Get this for as little as \$599.87 per month. Ask us for details.

Warranty - one-year parts and labor and an additional 2 years on parts - barring misuse, vandalism or acts of God.

SIGN DETAILS

Allura EMC - 4'-8" x 2'-1" x 3/16
56,688" x 25,188" & Additional Framing
Painted To Match Existing Sign





**VALLEY CITY
SIGN**



Working Location: Imlay, City of
 395 E 3rd St
 EMC in front of Police Dept
 City of Imlay MI 48444

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

Contact: Christine Malzahn
 Salesperson: Mary Cook
 Date: 1/10/2024

It is VALLEY CITY SIGN's pleasure to submit this quotation for the following:

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
1	ELECTRONIC MESSAGE SYSTEM	Electronic Message System	18,327.00	\$18,327.00
		* Electro-Matic		
		* 24.6" x 62.14" double faced cabinet		
		* 19.68" x 59.05" active area		
		* Full color RGB		
		* 10MM		
		* 48x144 matrix		
		* Communication method is broadband life of sign		
		* Temp probe		
1	REFURBISH SIGN - ILLUMINATED		2,741.00	\$2,741.00
		* Materials needed to install new message center in existing double faced sign including new ends and filler pieces as needed		
		* End and filler pieces painted black		
1	INSTALLATION	Drawing not required	4,805.00	\$4,805.00
		* Remove existing sign and bring back to VCS to install new message centers for double faced sign in controlled shop environment		
		* Reinstall sign in existing mounting location		
1	ADMINISTRATION FEE	For researching & obtaining permits	150.00	\$150.00

Working Location: Imlay, City of
 395 E 3rd St
 EMC in front of Police Dept
 City of Imlay MI 48444

Quote QTE00045334

Imlay, City of
 150 N Main Street

Imlay City MI 48444

Contact: Christine Malzahn
 Salesperson: Mary Cook
 Date: 1/10/2024

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
	TERMS	CREDIT LINE		
	Net 30			
			Subtotal	\$26,023.00
			Permits	\$0.00
			Tax	\$0.00
			Total	\$26,023.00

NOTES
 Permit costs and Sealed Engineer Drawings cost will be added if applicable.
 Installation costs based upon normal conditions.
 Primary 120 volt wiring and hook up are by your electricians.

Pricing is valid for 90 days from date of quote, unless noted above.
 Message Systems pricing is valid for 30 days from date of quote.

I authorize Valley City Sign to fill out any application necessary to obtain a sign permit for this project.

By signing below, I agree to the attached terms and conditions, or as previously agreed to.

Name/Title _____ Signed By _____ Date _____

Purchase Order # _____ (If a purchase order is not required, please enter "N/A")

Valley City Sign _____ 5009 West River Drive, Comstock Park, MI 49321 (616) 784-5711 Fax (616) 784-8280

THIS PAGE LEFT INTENTIONALY BLANK



AGENDA ITEM NB 10g. 150 Bancroft Property Appraisal

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Director Malzahn reached out to Brandon Rowley of Realty Executives and has engaged his services to appraise the 150 Bancroft Building for potential sale, as well as inquire with other property owners on the sale of their parcels.

Items Attached: Appraisal report not yet available.

Action Needed: Pass the motion(s) as recommended or amended per board discussion if the desire is to sell the property.

THIS PAGE LEFT INTENTIONALY BLANK



AGENDA ITEM NB 10h. 2024-2025 Proposed Budget

DATE: **March 11, 2024**

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Background: Annually the DDA must approve its fiscal year budget and send it to city commission for adoption as [part of the city budget. Director Malzahn has prepared a draft budget and is presenting it for consideration. A summary of notable items are as follows:

Estimated Revenue

Based on past years' DDA Tax Revenue, I anticipate next fiscal year revenues at \$324,000. This revenue includes the capture from the City of Imlay City and Lapeer County but does not include "OPT Out funding for the special Lapeer County Mileages. Those additional revenues in 2023 were: \$50,117.95

Seniors = \$7176.18

Lapeer EMS = \$16,333.07

Lapeer Public Safety = \$26608.70

I am recommending the separate GL's be added to Fund 248 in both revenues and expenditures to account for these funds, providing transparent accounting practices.

Local Community Stabilization revenues increased by \$10,375 in 2023, so I am conservatively estimating \$20,000 for this budget.

Grant Revenue: I did not include additional grant monies at this time.

I increased WinterFest revenues by \$1000 since there are plans to grow and expand this event in 2024. I did not include revenues or expenses for Art-In-The-Rough since there has been activity or planning for this past event.

I am anticipating additional growth and \$500 in revenue from the Farmers Market due to a high number of vendors.

Community Promotion Reimbursement: The current contract for the billboard expires on August 11. We have commitments for the months of June, July, and August – so I included three months of income for that space. If the board chooses to continue leasing billboard space at an alternate location, then both revenues and expenses will need to increase to reflect the new rates.

Expenses

Line items 248-265 are related to the DDA-owned building at 150 Bancroft. If we sell that property these numbers will change, but would be offset if we were to purchase a different building to redevelop. For budgeting purposes, I left them the same as prior years.

Adjustments to employee expenses have been accounted for with the salary adjustment approved in November. The budget includes an additional \$3,000 which can be used for an annual performance review cost of living increase.

The **hourly wage** was estimated by the number of hours for the Farmers Market and Promotions Assistant \$16 per hour / 20 hours per week.

Dues/Membership - This includes the director's membership to the Imlay City Rotary Club, DDA Membership to Lapeer Economic Club, Michigan Downtown Association, and Chamber of Commerce.

Community Promotions: Billboard costs for 3 months, plus anticipated event costs, and new banners.

Electricity: The DDA pays for the lighting in downtown along Third and Almont, along with the Farmers' Market charging station area. The rates have significantly increased and I recommend that an audit of the lampposts be conducted to ensure that the invoicing is accurate. The EV charging station costs will need to be monitored and the rates set on the charging software to make the unit revenue neutral, once the new units are up and running

Advertising: This line item is reduced from prior years by \$2,000

Streetscape: This includes the holiday lighting installation and service if needed, along with the flowers and maintenance of the streetscape in downtown with irrigation system on/off services.

Admin/Transfer to: Sub-committee has been formed to negotiate this expense. The DDA is billed separately for office supplies, copier usage, liability insurance etc.

Development Costs- Unallocated: The Façade Grant budget was kept the same as the prior year

Leases: The DDA pays for the CN Railroad lease for the railroad crossing downtown.

Rotary Park Expenses: The park needs some attention including new mulch and repairs/removal of the gazebo. Rotary Club has tentatively agreed to match these funds and help seek grant funding to offset costs. This item was reduced from the \$10,000 proposed projects per board feedback

Concert Series: This is an 8-week concert series. The budget includes \$1500 to be paid to music license companies for the rights for artists to perform non-originals.

Lapeer Development Corp.: Inquires should be made to evaluate what services the DDA receives for this cost.

Capital Outlay: Proposed projects/goals discussed by the Board included Pocket Park Development, Bike Racks with signage, and downtown banners, as these

projects move forward funding would be used from Capital Outlay or prior year fund balance.

Items Attached: Draft Budget Spread Sheet

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

Draft Motion: Motion to approve FY 24-25 budget as presented and send to City Commission for adoption.

GL Number	Description	2022-23 Original Budget	2022-23 Amended Budget	2022-23 Activity	2023-24 Original Budget	01/31/2024 Amended Budget	YTD As Of 01/31/2024	2024-25 Requested
Fund 248								
--- Estimated Revenue ---								
248-000.000-400.000	BALANCE FORWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-402.000	TAX REVENUE	280,000.00	302,299.00	302,298.94	290,000.00	290,000.00	329,870.95	324,000.00
248-000.000-549.412	GRANT REVENUE	2,000.00	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
248-000.000-550.000	ART IN THE ROUGH REVENUE	0.00	1,144.00	1,143.25	6,000.00	6,000.00	0.00	0.00
248-000.000-551.200	STATE GRANT (MSHDA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-551.300	STATE GRANT (MEDC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-555.000	ART INITIATIVE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-560.000	WINTER FEST	1,500.00	1,500.00	230.00	2,000.00	2,000.00	534.00	3,000.00
248-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APPR	13,000.00	13,000.00	12,243.04	12,000.00	22,375.00	22,374.52	20,000.00
248-000.000-574.000	STATE REVENUE SHARING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-607.000	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-665.000	INTEREST INCOME	0.00	0.00	1.71	0.00	0.00	0.96	0.00
248-000.000-665.004	INTEREST INCOME - BONDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-667.000	RENTAL INCOME	1,500.00	4,815.00	4,814.36	1,000.00	1,000.00	344.40	0.00
248-000.000-673.300	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-675.000	MISC/DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-675.001	ROTARY PARK DONATIONS	500.00	500.00	0.00	0.00	0.00	0.00	2,000.00
248-000.000-675.500	FARMERS MARKET REVENUE	3,000.00	4,100.00	4,699.50	3,500.00	5,148.00	6,879.00	4,000.00
248-000.000-675.600	DDA CONCERT SERIES	500.00	500.00	10.00	2,500.00	2,500.00	4,445.00	500.00
248-000.000-675.800	BRICK PAVERS/BENCHES	100.00	100.00	30.00	100.00	100.00	0.00	100.00
248-000.000-675.880	COMMUNITY PROMOTION REIMBURSEMENT	4,000.00	4,000.00	2,920.00	5,400.00	5,400.00	2,725.00	1,800.00
248-000.000-677.000	OTHER REIMBURSEMENTS	500.00	500.00	120.00	0.00	0.00	575.00	0.00
248-000.000-695.000	PROCEEDS FROM DEBT ISSUANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-699.000	CARRYOVER/ FUND BALANCE	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00
	Total Estimated Revenue:	306,600.00	364,458.00	328,508.80	324,500.00	336,523.00	367,748.73	355,400.00
--- Appropriations ---								
248-000.000-718.200	MERS - ADD'L CITY CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-265.000-830.000	LIABILITY INSURANCE	215.00	215.00	0.00	0.00	0.00	0.00	0.00
248-265.000-921.000	ELECTRICITY	800.00	850.00	628.47	1,500.00	1,500.00	1,201.40	1,500.00
248-265.000-923.000	HEAT	500.00	500.00	359.84	500.00	500.00	0.00	500.00
248-265.000-924.000	WATER & SEWER CHARGES	350.00	475.00	377.60	400.00	400.00	99.21	500.00
248-265.000-930.000	MISCELLANEOUS REPAIRS & MAINT	2,500.00	100.00	31.50	2,000.00	2,000.00	0.00	0.00
248-705.000-956.000	MISCELLANEOUS	2,000.00	1,289.00	1,288.73	0.00	0.00	0.00	0.00
248-705.000-703.000	WAGES & SALARIES	43,000.00	38,748.37	34,093.99	44,000.00	44,000.00	27,879.61	50,600.00
248-705.000-706.000	HOURLY WAGES	17,000.00	10,000.00	9,282.00	8,000.00	8,000.00	6,814.25	15,000.00
248-705.000-710.000	BONUS PAY	0.00	1,000.00	398.00	1,000.00	1,000.00	0.00	1,000.00
248-705.000-714.000	OPTICAL INSURANCE	500.00	785.43	785.43	500.00	500.00	702.25	500.00
248-705.000-715.000	SOCIAL SECURITY	4,500.00	4,500.00	4,014.88	4,500.00	4,500.00	2,659.20	4,500.00
248-705.000-716.000	HEALTH INSURANCE	4,000.00	10,214.57	10,058.98	21,200.00	21,200.00	13,211.02	23,000.00
248-705.000-717.000	LIFE/DISABILITY INS	750.00	750.00	496.31	750.00	750.00	428.77	750.00
248-705.000-718.000	RETIREMENT AND OREB	2,300.00	2,300.00	1,323.87	2,300.00	2,300.00	1,025.55	3,000.00
248-705.000-718.200	MERS - ADD'L CITY CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	85.62	1,100.00
248-705.000-718.800	MERS - EMPLOYEE CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705.000-721.000	PTO/VACATION PAY-OUT	4,000.00	4,791.00	4,790.59	3,000.00	3,000.00	1,349.81	3,000.00
248-705.000-722.000	SICK LEAVE PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705.000-725.000	FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705.000-727.000	OFFICE SUPPLIES	700.00	1,249.00	1,196.81	800.00	800.00	392.14	800.00
248-705.000-730.000	POSTAGE	400.00	400.00	78.19	200.00	200.00	72.93	200.00
248-705.000-740.000	OPERATING SUPPLIES	250.00	1,750.00	1,946.11	100.00	400.00	475.15	2,000.00
248-705.000-741.000	ADVERTISING	10,000.00	9,000.00	6,481.45	9,000.00	9,000.00	468.48	7,000.00
248-705.000-786.000	SIGNS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705.000-807.000	AUDIT FEES	1,500.00	800.00	779.76	1,500.00	1,500.00	800.70	1,000.00
248-705.000-815.000	DUES/MEMBERSHIPS	1,500.00	1,000.00	710.59	1,500.00	1,500.00	827.31	1,000.00
248-705.000-817.000	CONSULTING FEES	500.00	500.00	633.34	500.00	10,123.00	9,012.00	5,000.00
248-705.000-818.000	CONTRACTED SERVICES	0.00	9,695.00	7,438.20	2,000.00	2,000.00	187.00	5,000.00

248-705-000-826.000	LEGAL SERVICES	500.00	200.00	135.00	2,000.00	2,000.00	0.00	1,000.00
248-705-000-830.000	LIABILITY INSURANCE	200.00	200.00	167.68	200.00	200.00	183.81	200.00
248-705-000-831.000	WORKERS COMPENSATION	400.00	400.00	203.26	400.00	400.00	171.06	400.00
248-705-000-853.000	TELEPHONE EXPENSES	1,200.00	1,200.00	1,211.89	1,200.00	1,200.00	845.06	1,200.00
248-705-000-860.000	TRANSPORTATION & CONFERENCES	2,000.00	892.77	742.68	2,500.00	2,500.00	840.78	2,500.00
248-705-000-880.000	COMMUNITY PROMOTION	16,000.00	20,764.00	17,314.80	16,000.00	16,000.00	6,338.58	14,000.00
248-705-000-900.000	PRINTING & PUBLISHING	0.00	25.00	20.93	0.00	500.00	112.50	500.00
248-705-000-921.000	ELECTRICITY	30,000.00	33,000.00	33,174.69	30,000.00	30,000.00	19,216.27	35,000.00
248-705-000-923.000	HEAT	400.00	0.00	0.00	400.00	400.00	0.00	0.00
248-705-000-930.000	MISCELLANEOUS REPAIRS & MAINT	3,000.00	10,009.86	10,418.84	3,000.00	3,000.00	389.42	12,000.00
248-705-000-931.000	STREETSCAPE MAINTENANCE	47,000.00	91,500.00	61,472.33	55,000.00	55,000.00	38,604.03	55,000.00
248-705-000-956.000	MISCELLANEOUS	5,000.00	8,098.00	8,055.67	6,000.00	6,000.00	3,959.14	4,000.00
248-705-000-958.000	ADMINISTRATIVE/TRANSFER TO	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	0.00	35,000.00
248-705-000-973.000	DEVELOPMENT COSTS-UNALLOCATED	20,000.00	20,000.00	19,950.86	20,000.00	20,000.00	6,358.50	20,000.00
248-705-000-973.002	LEASES	1,000.00	1,271.00	211.83	1,200.00	1,200.00	0.00	1,300.00
248-705-000-973.005	DDA WORKSHOP EXPENSES	800.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705-000-973.006	DDA CONCERT SERIES EXP	10,000.00	14,000.00	12,833.31	12,000.00	12,000.00	8,369.07	12,000.00
248-705-000-973.008	BRICK/BENCH EXPENSE	100.00	100.00	14.00	100.00	100.00	0.00	100.00
248-705-000-973.100	LAPPEER DEVELOPMENT CORPORATIO	6,250.00	0.00	0.00	6,250.00	6,250.00	6,250.00	6,250.00
248-705-000-973.300	FARMERS MARKET EXPENSE	7,750.00	8,250.00	7,878.36	8,000.00	9,600.00	9,540.13	10,000.00
248-705-000-973.550	ART IN THE ROUGH EXPENSE	6,000.00	4,900.00	4,898.30	6,000.00	6,000.00	0.00	0.00
248-705-000-973.560	WINTER FEST	2,500.00	2,500.00	2,091.43	2,000.00	2,000.00	3,306.49	4,000.00
248-705-000-973.600	ROTARY PARK EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
248-705-000-975.000	CAPITAL OUTLAY	14,235.00	11,235.00	36,355.72	12,000.00	12,000.00	6,061.43	12,000.00
248-705-000-993.000	PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-705-000-994.000	INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Appropriations:		306,600.00	364,458.00	339,346.22	324,500.00	336,523.00	178,238.67	355,400.00
Net of Revenues & Appropriations Net of Revenues & Appropriations Fund 248:		0.00	0.00	(10,837.42)	0.00	0.00	189,510.66	0.00

THIS PAGE LEFT INTENTIONALY BLANK



Directors Report

DATE: March 11 2024

TO: DDA Board Members

FROM: Christine Malzahn, DDA Executive Director

Items Attached: March Report
Weekly email Reposts

Action Needed: No Board Action Needed

Director's Report – March 2024

Promotions/Events

- On-going Social media postings and engagement with downtown merchants on Facebook.
- Updated website calendar of events and other happenings
- Completed Farmers Market Poster Designs for 2024
- Updated 2024 Market Vendor Application packets
- Completed 2024 Summer Concert Advertising Posters
- Signed last two artists for concert series.

Economic Development

- Met several times with Sage Creek Winery and department heads to discuss plans and find an alternate solution. Several calls with a lawyer for info on liquor licenses for Third and Main.
- Assisted two separate business owners interested in coming to downtown Imlay with finding a location for a brick-and-mortar location for a small event facility and Italian restaurant.
- Met with Silver Grill to assist them with a redevelopment liquor license application and a façade grant application for work they are doing at their location.

Place Making/Streetscape

- Answered questions from responders to our RFP for Landscape Architect
- Met with the Historical Museum to get additional trivia facts for banners, designed and submitted for production 30 street spring trivia banner.
- Submitted a grant opportunity for the Community Center Project to Senator Peter's office.

Billboard:

- Updated Fire Dept Billboard design and submitted it for installation
- Met with Bomb Burgers about them sponsoring the billboard in July
- Discussed options for other locations for the DDA to advertise with OutFront Media.

Meetings and Other:

- Attended a CIP/Master Plan Kickoff meeting.
- Attended grant funding hub meeting with OHM
- Prepared an updated marijuana ordinance for committee review.
- Attended Rotary Club weekly meetings.
- Processed invoices, check requests, and mailed payments.
- Made updates to the DDA website for current meeting information.
- Attended the City Commission meeting on February 20th for snow removal ordinance agenda item
- Participated in the Michigan Downtown Association's Advocacy Day on March 5th. Met with several legislators to discuss current issues and downtown management concerns.
- Attended the MDA's Spring workshop event in Lansing on March 5th and 6th.
- Worked with church leadership to resolve their broken window issue when the brick paver removal project was implemented.
- Prepared meeting agendas, action item sheets, and board packets for the March 11 DDA meeting and the Imlay City Façade Corp Meeting.

Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Thursday, February 8, 2024 3:03 PM
To: jkempf@imlaycity.org; jshattuck@icdda.com; kjorgensen@icdda.com; kvillaneuva@icdda.com; ndocherty@icdda.com; sdavis@icdda.com; srobbins@icdda.com; wbargen@icdda.com
Subject: Week Ending February 9th
Attachments: 2024.02.05 Meeting Minutes.docx

Hello Board Members,

Attached are the minutes from Monday's meeting, as always, let me know if anything is incorrect.

The RFP for Landscape Architect Services has been posted on our website, on BidNet (MITN Purchasing Group), and will be in the TCT paper next week. I also emailed it directly to Cindy at GreenScape Solutions.

I have also posted the Market Manager job opening on Facebook and submitted that to the paper for publication over the next 2-weeks. Surprisingly I already have one application submission. Patti and I met on Wednesday, she turned in her key, laptop, and very well-organized procedure binders that she created for the next market manager. That info will be very helpful.

The German Polka Band is confirmed for August 13th – so get your lederhosen ready!

I will be out of the office until next Wednesday, on a short vacation – but will be sure to respond to any of your questions in a timely manner.

I forgot to remind you at Monday's meeting that the DDA Board is requested to attend the Planning Commission's Master Plan Kick-off meeting on February 20th @ 6:00 pm! Your feedback and participation will assist in the creation of the City's new Master Plan so please plan to attend if you can.

Have a great weekend and enjoy the big game on Sunday!

Christine Malzahn

DDA Executive Director
City of Imlay City
150 North Main Street
Imlay City, Michigan 48444
Office: 810-724-2135 ext. 1307
Email: ddadirector@imlaycity.org

Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Friday, February 23, 2024 12:43 PM
To: jkempf@imlaycity.org; jshattuck@icdda.com; kjorgensen@icdda.com; kvillaneuva@icdda.com; ndocherty@icdda.com; sdavis@icdda.com; srobbins@icdda.com; wbargen@icdda.com
Subject: Week Ending February 23rd

Hello Board Members,

Here is a quick recap on this week's notable happenings.

I completed your draft budget for review at our March meeting. I have not heard from the negotiation sub-committee (Jorgensen, Robbins, Bargaen, Shattuck) with any meeting request dates with city administration, I just kept the \$35,000 administrative transfer in for now. I'm happy to arrange a meeting with all parties if anyone wants to throw out a few dates.

I've met with Brandon Rowley (realtor with Realty Executives and recommended by Joi), we toured the Bancroft building and discussed our goals with properties downtown. He will be at our next meeting with his appraisal and details on a few property acquisitions that I asked him to research.

Still working on the Sage Creek Winery deal, specifically on how to preserve the Third and Main redevelopment liquor license that they currently hold. As of now if they lease the first floor to Sage their redevelopment license will be forfeited – if that happens it's a dealbreaker so our team is looking at all options.

The revised IC Fire Dept "now hiring" billboard is going back up next weekend, that should be up there through March as I do not have any other paying sponsors for that timeframe. I also researched other billboard locations/costs that I will present to you next meeting.

I attended the emergency training exercise planning meeting on Tuesday – that event is scheduled for May 18th. If you are interested in viewing the training just let me know and I'll get you the location designated for observers.

I also attend both the Master Plan Kickoff meeting and the City Commission meeting immediately following. Both were good – lots of great feedback on how Imlay City in general is perceived. The Planning Commission will be working to send out a public survey... I'll be sure to share it with you all as it will be very important for all to submit responses. The City Commission, after much debate, agreed to update the snow removal ordinance and agreed for the most part with the recommendations you had me present.

As you know the LEO grant for the community center project did not receive funding. After receiving that dreadful news, I've been looking for other options to still move that project forward. An email came across my inbox with an open call out for projects from Senator Peters's office for submissions by March 12th that, if approved, would be funded directly by congressional dollars as part of the President's budget.... It's a long shot but I revised the narrative from the Leo grant to fit the application request from Senator Peters and re-submitted it on your behalf. (Fingers-crossed).

Today I am working to get all 30 of the spring banners created and get it to the printers. I'm hoping to have the DPW install them by the 3rd week of March.

The new Christmas décor arrived, and the DPW has stored everything for now – I will work on the prototype layout, mixing the red and white lamps on the old snowflakes, so those can be updated for next year too.

Still no applications received to fill the market manager job... we have a little time, but this is a big concern to me. Please help spread the word and share our social media posts, and let me know if you have any candidates.

Have a great weekend, and as always let me know if you have any questions.

Christine Malzahn

DDA Executive Director

City of Imlay City

150 North Main Street

Imlay City, Michigan 48444

Office: 810-724-2135 ext. 1307

Email: ddadirector@imlaycity.org

Christine Malzahn

From: Christine Malzahn <ddadirector@imlaycity.org>
Sent: Friday, March 1, 2024 2:21 PM
To: jkempf@imlaycity.org; jshattuck@icdda.com; kjorgensen@icdda.com; kvillaneuva@icdda.com; ndocherty@icdda.com; sdavis@icdda.com; srobbins@icdda.com; wbargen@icdda.com
Subject: Week Ending March 1
Attachments: 2024.03.11 Agenda.doc; 2024.03.11 Board Packet - Imlay Facade Corp.pdf

Happy Friday All,

I don't have much to recap this week, I've pretty much been finishing up the banner project and working on the next meeting information. I will be out of the office next Tuesday and Wednesday at the MDA conference and wanted to get a jump start on meeting things for next week.

I thought it best, since it is completed, to go ahead and send you the Board Packet for the IMLAY FAÇADE COPR NON-PROFIT meeting that will take place after our regular meeting on the 11th concludes. Our regular meeting @ 5:35 has a fairly lengthy agenda (attached) so I wanted to be sure that you had plenty of time to read through the NEW bylaws and the OLD application process.

As always let me know if you have any questions or would like to sit down and talk about details.

Christine Malzahn

DDA Executive Director
City of Imlay City
150 North Main Street
Imlay City, Michigan 48444
Office: 810-724-2135 ext. 1307
Email: ddadirector@imlaycity.org