

**BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
Wednesday, October 12, 2022, 8:30 AM
Berkley Public Safety - 2nd Floor Conference Room**



MISSION: The Berkley Downtown Development Authority exists to spur economic vitality, improve the streetscape, enhance visitors' diverse experiences, and create connections to the community on Coolidge and Twelve Mile Road in downtown Berkley, Michigan.

AGENDA

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes**
 - A. Regular Meeting of September 14, 2022
- V. **Liaison Reports**
 - A. City Council – Steve Baker
 - B. Community Development – Kristen Kapelanski
 - C. Planning Commission – Lisa Kempner
 - D. Public Works – Shawn Young and Ric Chalmers
 - E. Chamber of Commerce – Tim Murad
- VI. **Treasurer's Report**
 - A. Financial Reports for September 2022
- VII. **Action Items**
 - A. Fishbeck Professional Services Contract for Parking Study & Strategic Planning
 - B. Approval of Quarterly Budget Amendments for Current Fiscal Year
 - C. Alice's Perfect Fit Alterations Mural Program Application
 - D. MHG Jewelers Appeal of Mural Program Application Denial
- VIII. **Discussion Items**
 - A. Newest Board Members Desiree Dutcher, Uli Laczkovich Appointed
 - B. Downtown Master Plan Formally Adopted by Berkley City Council
 - C. Downtown Design Guidelines Progress
 - D. Coolidge Crosswalks Activation, Enhancements Progress
 - E. ArtSpace at Coolidge and Catalpa Progress
 - F. BOO!KLEY Season Initiatives Throughout Downtown
 - G. Strong Success of BOO!KLEY Skeletons Engagement
- IX. **Student Board Member Updates**
- X. **Board Committee Updates**
 - A. Art & Design
 - B. Business Development
 - C. Downtown Events
 - D. Marketing Strategies
 - E. Organization
 - F. West Twelve Mile
- XI. **Executive Director Updates**
- XII. **Board of Directors' Comments**
- XIII. **Public Comments**
- XIV. **Adjournment**

APPROVAL OF MINUTES

REGULAR MEETING OF THE BOARD OF DIRECTORS FOR SEPTEMBER 14, 2022



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RECOMMENDATION:

MOTION TO APPROVE THE MINUTES FOR THE REGULAR MEETING OF SEPTEMBER 14, 2022

BACKGROUND:

Penelope Morris has ably prepared a thorough account of the most recent meeting of the Berkley Downtown Development Authority Board of Directors, which took place on Wednesday, September 14, 2022. She shared an initial draft of minutes with me to review for corrections, and then circulated the draft minutes to the entire Board of Directors ahead of this Board Meeting.

Please advise if there are any corrections needed. Once all corrections have been made, and upon an affirmative vote by the Board of Directors approving the September 14, 2022 meeting minutes, I shall post the adopted minutes to the Downtown Development Authority's website in order for the public, as well as members of this body, to access as needed in the future. A copy of the adopted minutes is also provided to the City of Berkley for their records.

- Mike McGuinness, Executive Director. October 5, 2022.

**MEETING MINUTES
BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
MEETING OF THE BOARD OF TRUSTEES
Wednesday, September 14, 2022, 8:30 AM
Berkley Public Safety, 2nd Floor, Conference Room**



I. **CALL TO ORDER:** The meeting was called to order at 8:33 AM with Chair Andy Gilbert presiding.

II. **ROLL CALL:**

Present: Matthew Baumgarten
Donna Dirkse
Scott Francis
Andy Gilbert
Chris Gross
Jenna Hance
Matteo Passalacqua
Ashley Poirier
Garrett Wyatt
Brian Zifkin

Absent: Tim Barnes – excused

Also present: Steve Baker, City Council Liaison
Desiree Dutcher, DDA Board candidate
Kristen Kapelanski, Community Development Director
Lisa Kempner, Planning Commission Liaison
Uli Laczkovich, DDA Board Candidate
Mike McGuinness, DDA Executive Director
Tim Murad, Chamber of Commerce Liaison

III. **APPROVAL OF AGENDA:**

Passalacqua requested that the agenda be amended to move Action Items E. through J to Discussion Items because he believed the Design Committee had not yet reviewed them and made a recommendation. McGuinness was temporarily absent from the meeting.

Gross made the motion to amend the proposed agenda, moving Action Items E through J to Discussion, Dirkse seconded, and the motion was unanimously approved by the Board.

After discussion, with McGuinness present, McGuinness noted items E through J could be moved back to Action Items to be voted on by the Board at the current meeting.

Baumgarten moved to remove the amended agenda moving Action Items E through H to Discussion, Hance seconded, and the motion was unanimously approved by the Board.

Zifkin moved to approve the agenda (original), Gross seconded, and the motion was unanimously approved by the Board.

IV. **APPROVAL OF MINUTES**

A. **Regular Meeting of July 13, 2022**

On motion by Gross and second by Passalacqua, the minutes were unanimously approved by the Board.

V. LIAISON REPORTS

A. City Council – Steve Baker

Baker reported that Council's previously scheduled regular meeting was a closed session to handle administrative issues.

B. Community Development –Kristen Kapelanski

Kapelanski deferred her report to later in the meeting when relevant development issues would be discussed.

C. Planning Commission – Lisa Kempner

Kempner reported that the Commission had approved the Woodward Avenue cannabis business plan (in the former Firehouse Sub location) and previously approved the Vinsetta Garage parking plan and the second floor addition to America's Stamp Shop.

D. Public Works – Shawn Young and Ric Chalmers

Absent – no report.

E. Chamber of Commerce – Tim Murad

Murad reported the Chamber's support for the upcoming Oakland Irish Fest. They are trying to decide on a location for the State of the City breakfast meeting as their regular location, Farina's, had closed.

VI. TREASURER'S REPORT:

A. Financial Reports for July 2022

B. Financial Reports for August 2022

Gross made a combined report for July and August 2022. After expenditures for flower planting, façade grants, DDA events, marketing, public art, streetscape improvements, and a reduction (adjustment) from the previous fiscal year of \$8,000.00, the ending balance as of August 31, 2022 was \$356,000.00.

Hance moved to receive and accept the combined Treasurer's report for July and August, 2022, Zifkin seconded, and the motion was unanimously approved by the Board.

VII. ACTION ITEMS:

A. Annual Election of Board Officers

1. **Board Chair**
2. **Board Vice Chair**
3. **Board Treasurer**
4. **Board Secretary**

The DDA bylaws require an annual election of officers. They are one-year terms.

Dirkse moved to nominate Andy Gilbert as Board Chair, Zifkin seconded, Gilbert accepted the nomination, and the motion was unanimously approved by the Board.

Hance moved to nominate herself as Board Vice-Chair (until the next election in 2023), Passalacqua seconded, Hance accepted the nomination, and the motion was unanimously approved by the Board.

Dirkse moved to nominate Chris Gross as Board Treasurer, Poirier seconded, Gross accepted the nomination, and the motion was unanimously approved by the Board.

Dirkse nominated Baumgarten for the Board Secretary position, Poirier seconded, Baumgarten accepted the nomination, and the Board approved the nomination unanimously.

B. Recommendations for Board of Directors Appointments

1. Yvonne Rakestraw
2. Uli Laczkovich
3. Desiree Dutcher

There were two Coolidge vacancies and one 12 Mile vacancy to be filled. McGuinness noted that Yvonne Rakestraw had temporarily withdrawn her name from consideration for personal reasons, leaving Laczkovich (4-year seat) and Dutcher (3-year partial term) the recommended candidates to fill the Coolidge vacancies

Francis noted both have backgrounds in Berkley and have served on DDA committees. The Organization Committee felt that their experience and commitment to the city and the DDA's goals made them appropriate candidates to be appointed to the Board. At his invitation, both introduced themselves and spoke about their interest in serving on the Board.

Hance moved to appoint Uli Laczkovich and Desiree Dutcher to the Board, Passalacqua seconded, and the motion was unanimously approved by the Board.

C. Rad Hatter Marketing Social Media Management Proposal

McGuinness had included the proposal from Rad Hatter Marketing in the packet presented prior to the meeting. The proposal submitted covered 12 months, but McGuinness asked the Board to consider a 6-month term at the proposed rate instead. Shortening the term gives the DDA the opportunity to review the social media results as well as the amount of original content marketing materials stockpiled.

Gross moved to approve Rad Hatter Marketing proposal to provide social media management services to the DDA in the amount of \$4,200.00 per month for six (6) months, Dirkse seconded, and the motion was unanimously approved by the Board, with Poirier recusing herself from the vote.

D. LeClerc Display Co. Inc. Holiday Lighting Contract

McGuinness included LeClerc's proposal to install holiday lights in the DDA district in the Board's packet. The gazebo is included in the contract for 2022, and the nearby candle wreaths in the top three windows of the old village hall won't be included. DTE will test the poles where lights need power to make sure all are working correctly. Different colored lights that had been discussed aren't feasible this year due to supply chain issues. LeClerc is open to that change in future years.

Passalacqua moved to approve LeClerc Display's Holiday Lighting lease proposal in the amount of \$32,317.00, Gross seconded, and the motion was unanimously approved by the Board.

E. MHG Jewelers Mural Program Application

Included in the information packet sent to the Board prior to the meeting was a rendering of the mural that the building/business owner, Matthew Gross, made application to have painted on the rear wall of his building at 2689 Coolidge, and he is applying for a \$2,500.00 grant.

There was discussion about the placement of the mural on the rear wall of the building, which borders a narrow alley behind the block's buildings. For the money the DDA would be investing, many felt there wouldn't be much visibility to the general public.

Passalacqua moved to send the application back to Gross and discuss with him any other placement options he would consider, noting the Board is flexible about considering other options, Hance seconded, and the motion was unanimously approved by the Board.

F. Anticipate Resale Mural Program Application

Included in the information packet sent to the Board prior to the meeting was a rendering of the mural to be painted on the exterior wall of the garage structure at 3833 Twelve Mile. The mural is projected to cost \$2,200.00.

G. Council Resale Mural Program Application

Included in the information packet sent to the Board prior to the meeting was a rendering of the murals to be painted on their three side doors at a completion cost of \$2,400.00. They have connected with the artist who completed the mural on the Berkley Public Library side door.

H. Grill & Curry Mural Program Application

Included in the information packet sent to the Board prior to the meeting was a rendering of the murals to be painted on the exterior side of Grill & Curry and the rear of the adjoining business, Eleven 21 Mixology. The location is anticipated to be a future activity space. The projected completion cost for both murals is \$5,000.00

Passalacqua made a blanket motion to approve F. Anticipate, G. Council Resale, and H. Grill & Curry's mural program applications, Francis seconded, and the motion was unanimously approved by the Board.

I. Alice's Perfect Fit Alterations Mural Program Application

Baumgarten moved to table a vote and send Alice's Perfect Fit Alterations' mural program application (location of Robina and 12 Mile) back to the Design Committee for review and approval at the next available Board meeting, Gross seconded, and the motion was unanimously approved by the Board.

J. Eleven21 Mixology Façade Grant Application

McGuinness reported that timing issues required the owners to complete façade improvements before the Design Committee and Board had an opportunity to review and approve the application, and therefore the façade improvements were ineligible for the grant. Poirier asked if new businesses were given any kind of summary of programs that might benefit them, such as the façade and mural grants, and McGuinness noted it was something he had in mind but hadn't finalized yet.

Hance moved to deny Eleven21 Mixology's Façade grant application, Gross seconded, and the motion was unanimously approved by the Board.

VIII. DISCUSSION ITEMS

A. Downtown Development Authority Revised Bylaws Approved

McGuinness included a copy of the revised bylaws previously approved by the Board and also approved by City Council.

B. Robina North Public Space Enhancements Design Concepts

Passalacqua reported that the PEA Group had considered input from the Board regarding renderings of their previously submitted concept ideas and would make a presentation to the Board of their revisions, probably at the DDA's October meeting or by e-mail. The next step, if the Board approves, is to request that PEA develop a bid package.

C. Downtown Design Guidelines Progress

Kapelanski reported that the draft ordinance would be forwarded to the Planning Commission at the end of September, followed by an October public hearing, and then finally to City Council. She anticipates final approval by or before the end of the year.

D. Downtown Master Plan Formal Adoption Progress

The plan is expected to be formally adopted by City Council the following week. An RFP for the requested joint Parking Study has been sent out and some bids already received.

E. Coolidge Crosswalks Activation, Enhancements Progress

McGuinness reported the formal letter from him and the Board Chair stating the DDA's desire to see the crosswalks reactivated has been sent to the City Manager. All stakeholders have met and discussed next steps to activate the crosswalks. The city's engineering firm, HRC, will request any tweaks (striping, signage, and other options) they believe should be made to the plan, which will then need Public Safety's approval. For the long term, a center pedestrian island at the crosswalks will likely be approved. "Yield" signs are already on board. Kapelanski expects HRC to send their draft memo and any tweaks recommended the following week, and then McGuinness will bring hopeful good news back to the Board at the October meeting.

F. ArtSpace at Coolidge and Catalpa Progress

McGuinness reported the name "ArtSpace" has been approved by all three parties. DTE will investigate installing night lights at the location. Student art will be arriving soon, and Francis reported that the Berkley High graduate who is sculpting the signature piece should be finished by early November. Wyatt reported that his fellow high school students use the space and lunch there often.

G. BOO!KLEY Season Initiatives Throughout Downtown

McGuinness reported that skeletons and window ghosts will be installed and painted around town for business sponsors. Their committee will help interested businesses decorate their locations and skeletons. Restaurant Week is scheduled to begin Oct. 1, Ladies Night Out will be held Oct. 13, Oct. 21 is the "ghost chase," Oct. 29 is trick or treating and Monster Mash, with Coolidge closed, and theater troupes will be performing around downtown in character. Sponsorships have raised @\$3,800.00 so far.

IX. STUDENT BOARD MEMBER UPDATES

Wyatt reported that school activities have started up quickly with sports teams in action and doing well. The students will be holding a Climate Change March to City Hall the following week.

X. BOARD COMMITTEE UPDATES:

A. Art & Design Committee – Matteo Passalacqua

Passalacqua said he had no further report.

B. Business Development Committee – Jenna Hance

McGuinness reported two development sessions have been held.

C. Downtown Events Committee –

The committee has been focused on BOO!kley and the Holiday Lights parade.

D. Marketing Strategies Committee – Ashley Poirier

Poirier reported the committee hasn't met since the last report.

E. Organization Committee – Scott Francis

Francis reported their committee has focused on Board vacancies and reviewing candidates.

F. West 12-Mile Committee – Brian Zifkin

Zifkin reported about demolitions in his section of the downtown. The new art gallery construction is moving along well. The tattoo shop owner near him is closing the business and moving to "the boondocks." The owner of the nearby vacant property has reached out and has lowered his asking price to \$200,000. Baumgarten is interested in "dressing up" the space as it awaits sale. McGuinness reported the building owners on both sides of the space would like to have murals done.

XI. EXECUTIVE DIRECTOR UPDATES

McGuinness reported that Tootie and Tallulah's has been sold, and he believes a medical or spa business will be taking the space. Two new businesses, one a non-profit and one a salon, will be

opening downtown. The proposed bar business at Dorothea and Coolidge (Sugar Kisses' old location) has seemingly fallen through as the property is listed for sale again. Monger's will be expanding into the space vacated by Peninsulas. The 12 Mile Mexican restaurant has final approval issues to resolve with the Liquor Control Commission.

XII. BOARD OF DIRECTORS' COMMENTS:

Gross reported that Berkley Common is restructuring its operating procedures, and responsibilities are changing with the involvement of their new chefs as operating partners.

Poirier would like to see downtown snow removal and a downtown social district added to upcoming meeting discussions.

XIII. PUBLIC COMMENTS: The opportunity for public comment was offered, and there were no in-person requests to address the body. Gilbert asked that anyone with comments or questions e-mail them to the DDA to be answered within five business days.

XIV. Adjournment:

The meeting adjourned at 10:13 AM on motion by Zifkin and second by Poirier.

TREASURER'S REPORT

SEPTEMBER 2022 BALANCE SHEET, REVENUE AND EXPENDITURE REPORT FOR BERKLEY DDA



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RECOMMENDATION:

MOTION TO ACCEPT THE TREASURER'S REPORT

BACKGROUND:

The City of Berkley Finance Department has provided the Berkley Downtown Development Authority the Balance Sheet, as well as the Revenue and Expenditure Report, for the month of September 2022. They are included for your review.

Each month they are received and analyzed by DDA Board Treasurer Chris Gross, as well as by Executive Director Mike McGuinness, prior to full Board review.

As reflected in the Balance Sheet for the period ending September 30, 2022, the Fund Balance for the Berkley Downtown Development Authority was \$608,865.98. For reference, on August 31, 2022 that balance was \$355,737.07; a substantial portion of the property tax capture took place last month.

All questions are welcomed and encouraged.

- Mike McGuinness, Executive Director. October 7, 2022.

Fund 814 DDA

GL Number	Description	PERIOD ENDED 09/30/2021	PERIOD ENDED 09/30/2022
*** Assets ***			
Cash			
814-000-001-000	CASH IN BANK	679,720.36	613,354.86
814-000-004-000	CASH - IMPREST PAYROLL	0.00	(9,945.06)
814-000-005-000	PETTY CASH	300.00	300.00
Cash		<u>680,020.36</u>	<u>603,709.80</u>
Accounts Receivable			
814-000-026-000	DELINQUENT PPT RECEIVABLE	6,222.34	5,156.18
Accounts Receivable		<u>6,222.34</u>	<u>5,156.18</u>
Other Assets			
Other Assets		<u>0.00</u>	<u>0.00</u>
Total Assets		<u>686,242.70</u>	<u>608,865.98</u>
*** Liabilities ***			
Accounts Payable			
814-000-202-001	ACCOUNTS PAYABLE - MANUAL	0.00	8,244.53
Accounts Payable		<u>0.00</u>	<u>8,244.53</u>
Liabilities-ST			
814-000-232-000	EMPLOYEE PENSION DEDUCTIONS	2,024.09	2,668.87
814-000-241-000	FICA TAXES	89.32	171.64
814-000-257-000	ACCRUED PAYROLL	1,167.61	2,266.47
814-000-259-000	ACCRUED HEALTH CARE	0.01	1,361.07
814-000-285-000	UNEARNED REVENUE	(1,586.87)	1,264.16
Liabilities-ST		<u>1,694.16</u>	<u>7,732.21</u>
Total Liabilities		<u>1,694.16</u>	<u>15,976.74</u>
*** Fund Balance ***			
Unassigned			
814-000-390-000	FUND BALANCE	386,500.75	386,500.75
Unassigned		<u>386,500.75</u>	<u>386,500.75</u>
Total Fund Balance		<u>386,500.75</u>	<u>386,500.75</u>
Beginning Fund Balance		386,500.75	386,500.75
Net of Revenues VS Expenditures - 21-22			
*21-22 End FB/22-23 Beg FB		314,861.13	(71,639.62)
Net of Revenues VS Expenditures - Current Year		298,047.79	278,028.11
Ending Fund Balance		684,548.54	592,889.24
Total Liabilities And Fund Balance		686,242.70	608,865.98

* Year Not Closed

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	AMENDED BUDGET 2022-23	YTD BALANCE 09/30/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDT USED
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Fund 814 - DDA							
Revenues							
Dept 001 - REVENUES							
814-001-401-000	PROPERTY TAXES	40,563.16	37,000.00	34,748.46	26,756.48	2,251.54	93.91
814-001-401-001	PROPERTY TAX CAPTURE - DDA	343,690.28	361,000.00	317,454.16	244,441.45	43,545.84	87.94
814-001-401-900	PROPERTY TAXES - CHARGEBACKS	(1,170.37)	0.00	0.00	0.00	0.00	0.00
814-001-445-000	INTEREST AND PENALTIES ON TAXES	186.58	0.00	0.00	0.00	0.00	0.00
814-001-539-000	STATE GRANTS	8,500.00	10,000.00	0.00	0.00	10,000.00	0.00
814-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	0.00	14,000.00	0.00	0.00	14,000.00	0.00
814-001-664-000	INVESTMENT EARNINGS (LOSSES)	1,143.48	3,000.00	657.10	0.00	2,342.90	21.90
814-001-674-005	MERCHANDISE REVENUE	4,795.00	5,000.00	423.04	0.00	76.96	84.61
814-001-675-005	CORPORATE DONATIONS	56,004.66	5,000.00	500.00	0.00	4,500.00	10.00
814-001-675-814	EVENT SPONSORSHIPS	3,880.00	2,500.00	1,657.00	1,657.00	843.00	66.28
Total Dept 001 - REVENUES							
		457,592.79	433,000.00	355,439.76	272,854.93	77,560.24	82.09

TOTAL REVENUES							
		457,592.79	433,000.00	355,439.76	272,854.93	77,560.24	82.09
Expenditures							
Dept 175 - DDA ADMINISTRATION							
814-175-704-000	FULL TIME EMPLOYEES	67,753.22	77,250.00	20,711.50	8,913.45	56,538.50	26.81
814-175-715-000	FICA	5,146.28	5,909.00	1,568.58	675.06	4,340.42	26.55
814-175-725-000	WORKERS COMPENSATION	0.00	255.00	0.00	0.00	255.00	0.00
814-175-728-000	OFFICE SUPPLIES	2,815.03	500.00	0.00	0.00	500.00	0.00
814-175-817-008	BOARD TRAININGS	0.00	2,000.00	0.00	0.00	2,000.00	0.00
814-175-960-000	PROFESSIONAL DEVELOPMENT	942.50	3,000.00	223.00	223.00	2,777.00	7.43
Total Dept 175 - DDA ADMINISTRATION							
		76,657.03	88,914.00	22,503.08	9,811.51	66,410.92	25.31

Dept 265 - CITY HALL							
814-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	0.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 265 - CITY HALL							
		0.00	2,000.00	0.00	0.00	2,000.00	0.00

Dept 822 - DDA OPERATIONS							
814-822-727-100	INTERNAL SRVC - LABOR & ADMIN	10,000.00	20,000.00	0.00	0.00	20,000.00	0.00
814-822-730-000	POSTAGE-PRINTING-MAILING	98.00	300.00	0.00	0.00	300.00	0.00
814-822-803-000	MEMBERSHIPS AND DUES	350.00	1,100.00	250.00	0.00	850.00	22.73
814-822-807-000	AUDIT SERVICES	1,710.00	1,800.00	0.00	0.00	1,800.00	0.00
814-822-818-205	SECRETARIAL SERVICES	1,800.00	2,000.00	450.00	150.00	1,550.00	22.50
814-822-824-000	LEGAL SERVICES	0.00	2,500.00	0.00	0.00	2,500.00	0.00
814-822-853-000	TELEPHONE	526.19	600.00	80.90	80.90	519.10	13.48
814-822-865-000	DOWNTOWN BERKELEY PARTNERS NON PROFIT	0.00	100.00	0.00	0.00	100.00	0.00
814-822-866-000	SUBSCRIPTION SERVICES	0.00	300.00	0.00	0.00	300.00	0.00
814-822-904-000	PRINTING	0.00	300.00	0.00	0.00	300.00	0.00
Total Dept 822 - DDA OPERATIONS							
		14,484.19	29,000.00	780.90	230.90	28,219.10	2.69

Dept 824 - SPECIAL EVENTS							
814-824-817-004	DDA - EVENTS	19,008.67	24,000.00	10,164.13	4,398.34	13,835.87	42.35
814-824-817-015	HOLIDAY LIGHTS	32,723.03	40,000.00	0.00	0.00	40,000.00	0.00
Total Dept 824 - SPECIAL EVENTS							
		51,731.70	64,000.00	10,164.13	4,398.34	53,835.87	15.88

PERIOD ENDING 09/30/2022
 % Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 09/30/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDT USED
Fund 814 - DDA							
Expenditures							
Dept 826 - MARKETING AND ADVERTISING							
814-826-814-000	WEBSITE	312.00	500.00	0.00	0.00	500.00	0.00
814-826-817-002	DOWNTOWN MERCHANDISE EXPENDITURES	1,500.00	3,000.00	205.02	0.00	2,794.98	6.83
814-826-818-000	CONTRACTUAL SERVICES	6,000.00	7,200.00	600.00	0.00	6,600.00	8.33
814-826-901-000	ADVERTISING/MARKETING	28,795.54	37,800.00	1,077.99	350.00	36,722.01	2.85
814-826-901-001	MAP UPDATE & REPRINT	72.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 826 - MARKETING AND ADVERTISING		36,679.54	50,000.00	1,883.01	350.00	48,116.99	3.77
Dept 829 - STREETSCAPE & DESIGN							
814-829-818-000	CONTRACTUAL SERVICES	2,210.00	0.00	0.00	0.00	0.00	0.00
814-829-818-200	FLOWER BASKET PROGRAM	30,014.19	28,000.00	7,752.51	5,168.34	20,247.49	27.69
814-829-818-201	PUBLIC ART/PLACEMAKING	39,851.00	40,000.00	8,850.00	850.00	31,150.00	22.13
814-829-818-207	PEST CONTROL	360.00	500.00	120.00	40.00	380.00	24.00
814-829-974-001	FACADE GRANT INCENTIVE PROGRAM	12,862.77	15,000.00	5,000.00	0.00	10,000.00	33.33
Total Dept 829 - STREETSCAPE & DESIGN		85,297.96	83,500.00	21,722.51	6,058.34	61,777.49	26.01
Dept 940 - PUBLIC IMPROVEMENT							
814-940-974-002	STREETSCAPE IMPROVEMENTS	41,050.87	60,000.00	10,258.26	5,638.22	49,741.74	17.10
814-940-974-003	SIDWALK REPAIR	17,599.48	0.00	0.00	0.00	0.00	0.00
814-940-974-005	WAYFINDING	57,943.59	7,000.00	0.00	0.00	7,000.00	0.00
814-940-974-007	BERKLEY PLAZA PROJECT	126,703.07	5,500.00	600.00	600.00	4,900.00	10.91
Total Dept 940 - PUBLIC IMPROVEMENT		243,297.01	72,500.00	10,858.26	6,238.22	61,641.74	14.98
Dept 952 - ACTIVE EMPLOYEE BENEFITS							
814-952-716-000	DENTAL/VISION/LIFE-LTD/RHCS	1,834.55	3,000.00	828.48	356.55	2,171.52	27.62
814-952-716-500	HEALTH CARE COSTS - BC/BS	6,402.11	12,800.00	2,250.98	0.00	10,549.02	17.59
814-952-718-000	RETIREMENT-DB MERS	12,848.32	27,000.00	6,420.30	2,140.10	20,579.70	23.78
Total Dept 952 - ACTIVE EMPLOYEE BENEFITS		21,084.98	42,800.00	9,499.76	2,496.65	33,300.24	22.20
TOTAL EXPENDITURES							
		529,232.41	432,714.00	77,411.65	29,583.96	355,302.35	17.89
Fund 814 - DDA:							
TOTAL REVENUES		457,592.79	433,000.00	355,439.76	272,854.93	77,560.24	82.09
TOTAL EXPENDITURES		529,232.41	432,714.00	77,411.65	29,583.96	355,302.35	17.89
NET OF REVENUES & EXPENDITURES		(71,639.62)	286.00	278,028.11	243,270.97	(277,742.11)	17,212.63
BEG. FUND BALANCE		386,500.75	386,500.75	386,500.75	(71,639.62)	(71,639.62)	
NET OF REVENUES/EXPENDITURES - 2021-22		314,861.13	386,786.75	592,889.24			
END FUND BALANCE							

ACTION ITEM - A

FISHBECK PROFESSIONAL SERVICES CONTRACT FOR PARKING STUDY & STRATEGIC PLANNING



retro feel. metro appeal.

RECOMMENDATION:

**MOTION TO SELECT FISHBECK FOR PARKING STUDY &
STRATEGIC PLANNING PROFESSIONAL SERVICES CONTRACT
AND APPROVE EXPENDITURE OF \$16,000 TOWARD
CONTACT, CONTINGENT UPON BERKLEY CITY COUNCIL
CONTRACT APPROVAL AND COST SHARING**

BACKGROUND:

As discussed in the past two Board meetings, and based upon the strong interest expressed by the Board, we are collaboratively pursuing with the City of Berkley a Parking Study and Strategic Plan. It will encompass the city's parking landscape as a whole, but the downtown will be a substantial focus of the undertaking. This will equip both our organization and the city with an updated roadmap forward for downtown parking improvements and investments (and the most current lay of the land with parking challenges and opportunities).

As previously updated to this Board, a Request For Proposals was issued. Qualified firms have responded were reviewed by the Community Development Director, city staff, and me. A recommended proposal and firm has emerged and is now before you for consideration; this Fishbeck proposal and proposed contract was also circulated to you on October 3 for ample time to review it in advance of this Board Meeting.

The proposed study and strategic plan price tag is \$32,000. Splitting

the expense equally, the DDA contribution would be \$16,000 and the City contribution would be \$16,000. The Berkley City Council will be taking up this same question from the City's perspective at their next council meeting on October 17, 2022. The recommended motion language offered for your consideration today intentionally included language that reflects it being contingent upon ratification and agreement by the City Council on behalf of the City. In other words, if they aren't feeling it, we won't be the only ones left holding the bag.

This Parking Study & Strategic Planning for our Downtown Parking will be very valuable to us as an organization and, more importantly, lays the foundation for direct actions by the City to enhance the parking landscape in Downtown Berkley.

- **Mike McGuinness, Executive Director. October 3, 2022.**

Professional Services Agreement

PROJECT NAME City of Berkley/City-Wide Parking Study and Strategic Plan
FISHBECK CONTACT Jon Forster
CLIENT City of Berkley
CLIENT CONTACT Kristen Kapelanski
ADDRESS 3338 Coolidge Hwy, Berkley, MI 48072

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Parking Study & Strategic Planning

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 9, 2022
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Thirty-Two Thousand Dollars (\$32,000)

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Berkley

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____



Senior Vice President

October 4, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



CITY OF BERKLEY

CITY-WIDE PARKING STUDY AND STRATEGIC PLAN

SOLICITATION #2022-08 | SEPTEMBER 9, 2022

September 9, 2022

Kristen Kapelanski, Community Development Director
Matthew Baumgarten, City Manager
City of Berkley
3338 Coolidge Highway
Berkley, MI 48072

Professional Parking Consulting Services City-wide Parking Study and Strategic Plan | Solicitation #2022-08

Dear Ms. Kapelanski and Mr. Baumgarten:

Berkley has seen a lot of change in almost 200 years of history. Starting with dairy farms in the early 1800s to industrial booms in the 1920s and 1950s, Berkley has been a great place to live with a large portion of city property dedicated to single family housing and neighborhoods. As the city has grown, so has downtown along Twelve Mile Road and Coolidge Highway, and more recently along other commercial corridors. As a landlocked city, Berkley has to grow smart and change according to resident needs while maintaining what makes the City a great place to live and work.

The goals outlined in the RFP address the current parking conditions while developing flexible future parking and mobility planning. The recently completed City Master Plan and Downtown Master Plan provide the goals and structure for a successful parking program. This City-wide Parking Study and Strategic Plan will provide the data and tools to support Berkley's vision and continued success. We appreciate the investment the City is making in developing a Parking Strategic Plan. The Fishbeck team can bring lasting value to the City with recommendations that can be implemented and accepted by the community.

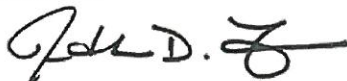
Established in 1956, Fishbeck is a 100-percent employee-owned firm with 14 offices throughout Michigan, Ohio, and Indiana. Our range of services and integrated project approach provide our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Working from our Grand Rapids, Michigan office, Jon Forster, CAPP will lead the parking feasibility study effort.

Jon Forster, CAPP, Parking Planner
Fishbeck | 1515 Arboretum Drive SE, Grand Rapids, MI 49546
616.330.5233 | jforster@fishbeck.com | www.fishbeck.com

Fishbeck is joined by McKenna Associates. Also a Michigan based firm, McKenna will provide zoning and economic development planning and expertise. Our project team specializes in developing parking plans for growing communities that include current concepts and technologies without losing the character of their city.

We are excited about the possibility of partnering with the City of Berkley and consider it the basis of a collaborative experience that will lead to outstanding results. We hope you view our submittal as the beginning of a productive dialogue in your search for a team best-suited to work with the City on your parking needs. We would greatly appreciate the opportunity to further discuss and demonstrate our qualifications and project approach!

Sincerely,



Jon Forster, CAPP
Parking Planner



Robert E. Pomeroy, AIA
Senior Vice President/Principal

ACTION ITEM - B

APPROVAL OF QUARTERLY DDA BUDGET AMENDMENTS FOR CURRENT FISCAL YEAR



retro feel. metro appeal.

RECOMMENDATION:

**MOTION TO APPROVE PROPOSED DDA BUDGET
AMENDMENTS, REQUEST FOR CITY OF BERKLEY FINANCE
DIRECTOR TO INCLUDE THEM IN NEXT AMENDMENT CYCLE**

BACKGROUND:

A rolling stone gathers no moss, but it does gather needed budget amendments from time to time. With the end of the last Fiscal Year, we had a spurt of merchandise revenue and event sponsorships for Berkley Pride, with continued sponsorship momentum through our BOO!KLEY season festivities. We want to budget and plan for the resources now that we know it is a successful aspect to these signature activities. The other proposed budget amendments incorporate matters this Board of Directors has voted upon with financial implications.

The increased revenues, as well as reduction of the anticipated line item for Advertising and Marketing as part of that cost is shifted to Contractual Services, would result in \$32,000 saved or expanded revenues. The increased expenditures proposed is \$58,000. As a net budget impact, it would increase overall spending by \$24,000.

- **Mike McGuinness, Executive Director. October 10, 2022.**

PROPOSED BUDGET AMENDMENTS:

REVENUES

Merchandise Revenue + \$4,500, to become \$5,000 (GL 814-001-674-005)

Event Sponsorships + \$17,500, to become \$20,000 (GL 814-001-675-814)

EXPENDITURES

Contractual Services + \$21,000, to become \$28,200 (GL 814-826-818-000)

Advertising / Marketing (-\$10,000) to become \$27,800 (GL 814-826-901-000)

DDA Events + \$10,000, to become \$34,000 (GL 814-824-817-004)

Public Art / Placemaking + \$8,000, to become \$48,000 (814-829-818-201)

Streetscape Improvements + \$16,000, become \$76,000 (814-940-974-002)

Berkley Plaza Project + \$3,000, to become \$8,500 (GL 814-940-974-007)

For Current Fiscal Year 2022-2023

Under Consideration at October 12, 2022 DDA Board Meeting

PROPOSED BUDGET AMENDMENTS:

**INCLUDING COOLIDGE
CROSSWALK ENHANCEMENTS**

REVENUES

Merchandise Revenue + \$4,500, to become \$5,000 (GL 814-001-874-005)

Event Sponsorships + \$17,500, to become \$20,000 (GL 814-001-874-005)

EXPENDITURES

DDA Events + \$10,000, to become \$34,000 (GL 814-824-817-004)

Contractual Services + \$21,000, to become \$28,200 (GL 814-826-818-000)

Advertising / Marketing (-\$10,000) to become \$27,800 (814-826-901-000)

Public Art / Placemaking + \$8,000, to become \$48,000 (814-829-818-201)

Streetscape Improvements + \$31,000, to become \$91,000

(814-940-974-002)

Berkley Plaza Project + \$3,000, to become \$8,500 (814-940-974-007)

For Current Fiscal Year 2022-2023

Under Consideration at October 12, 2022 DDA Board Meeting

ACTION ITEM - C

**ALICE'S PERFECT FIT ALTERATIONS
MURAL PROGRAM APPLICATION**



retro feel. metro appeal.

RECOMMENDATION:

**MOTION TO TABLE ALICE'S PERFECT FIT ALTERATIONS MURAL
PROGRAM APPLICATION FOR ONE MONTH**

BACKGROUND:

As with last month, it is recommended to table this request in order to provide the DDA Art & Design Committee the opportunity to review the proposed mural.

- Mike McGuinness, Executive Director. October 10, 2022.

ACTION ITEM - D

MHG JEWELERS APPEAL OF MURAL PROGRAM APPLICATION DENIAL



retro feel. metro appeal.

POSSIBLE BOARD OPTIONS:

- MOTION TO REVERSE DENIAL, APPROVE
- LET PREVIOUS MURAL DENIAL STAND
- TABLE DECISION TO LATER DATE

BACKGROUND:

MHG Jewelry Studio, located at 2689 Coolidge in Downtown Berkley, is a longstanding business. Proprietor Matthew Gross is an important part of the downtown community and previously served for many years on this DDA Board. Mr. Gross applied this summer for DDA funding through our Mural Program. He sought to have a mural scene painted on the rear of his building, with funding support of \$2,500 for the project.

At the September 14, 2022 Board Meeting, the Board of Directors voted to deny the funding for the proposed mural. They found the business, the building, the proprietor, and the artwork all deserving – but the deliberations centered on the impact and value of the proposed mural considering its placement. Facing the alley that sees very limited public usage, they felt it was not a prudent use of the limited funds available for mural initiatives downtown.

Mr. Gross would like to appeal that denial, and has prepared a presentation to amplify his case.

- Mike McGuinness, Executive Director. October 8, 2022.