



**DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
WEDNESDAY, NOVEMBER 10, 2021, 6:30 PM
GOVERNMENT CENTER, 315 BRIDGE STREET, ELK RAPIDS, MI 49269**

Board Members: Please notify the Chair or Village Office if you will not be attending.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

2. AGENDA APPROVAL

The Agenda may be modified at this point if approved by the DDA. If the DDA does not wish to modify the Agenda, members may approve the Agenda as presented.

3. CONFLICT OF INTEREST STATEMENT:

Any DDA member who believes that they have a conflict of interest regarding any item on the agenda shall so state that conflict. Does any member believe they have a conflict of interest regarding any item on this agenda?

4. CONSENT CALENDAR (Voice Vote, even if removed)

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Board motion without discussion beyond asking questions for simple clarification. Any Board member may ask that any item on the consent calendar be removed from there and placed elsewhere on the agenda for discussion. Such requests will be granted. If any item is not removed from the consent calendar, the action noted on the agenda is approved by a single board action adopting the consent calendar.

A. ACCEPT MEETING MINUTES

a. Regular DDA Meeting – October 13, 2021

B. TREASURER REPORT

C. PAYMENT OF DDA STAFF INVOICES

5. CITIZEN COMMENTS:

Any citizen who wishes to address the DDA on a matter not listed on this agenda may speak at this time. Persons addressing the DDA may state their name, address, and, if applicable, their affiliation. The DDA Chair should recognize the citizen before speaking. A three-minute limitation applies unless extended by the DDA Chair. Citizens wishing to speak on matters listed on the agenda will be permitted, under the same limitations, to speak when the matter is brought before the DDA.

6. UNFINISHED BUSINESS:

A. AMES STREET

B. TRAIL TOWN

C. VILLAGE EVENTS

- D. PURCHASE OF CHAIRS AND FIRE PITS
- E. DISCOVERELKRAPIDS.COM
- F. 13 WAYS COMMUNITY PROJECT
- G. DDA ENGAGEMENT PLAN – PHASE 2

7. NEW BUSINESS

- A. ECONOMIC DEVELOPMENT PROPOSAL
- B. 2022-2023 BUDGET DISCUSSION
- C. DDA BYLAWS DISCUSSION – MEMBERSHIP REQUIREMENTS
- D. DDA FUNDING REQUEST GUIDELINES DISCUSSION

8. BOARD COMMENTS

9. UPCOMING MEETING DATES AND OTHER EVENTS:

- A. **REGULAR DDA MEETING** – Wednesday December 8, 2021, at 6:30 P.M., Government Center, 315 Bridge Street, Elk Rapids, MI 49629.

10. MOTION TO ADJOURN

DDA NOVEMBER ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Nov 10, 2021 06:30 PM Eastern Time (US and Canada)

Topic: NOV DDA MTG

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89835164333?pwd=MXA4eFBNTUF4dJkLzZRejYwdkljUT09>

Passcode: 392644

Or One tap mobile :

US: +13126266799,,89835164333# or +16465588656,,89835164333#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 898 3516 4333

International numbers available: <https://us02web.zoom.us/j/89835164333?pwd=MXA4eFBNTUF4dJkLzZRejYwdkljUT09>

**ELK RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
OCTOBER 13, 2021
THIS WAS A HYBRID MEETING**

CALLED TO ORDER at 6:30 P.M.

PRESENT: Chase Bonhag, Matt Doran, Kelsey Duda, Jim Janisse, Becky Lancaster, Christine Petersen, Doug Van Cura (Via Zoom), Kathy Wittbrodt, Jim Witte.

ABSENT: Katy Caddy.

ALSO PRESENT: Village Manager Bryan Gruesbeck and DDA Administrative Assistant Kaitlyn Szczypka.

IN-PERSON CITIZEN ATTENDANCE: 8

VIRTUAL CITIZEN ATTENDANCE: 5

AGENDA APPROVAL:

MOTION by **PETERSEN**, **SECOND** by **LANCASTER** to approve Agenda as presented. Unanimous ayes, nays none. **MOTION CARRIED.**

CONFLICT OF INTEREST:
None.

CONSENT CALENDAR:

MOTION by **PETERSEN**, **SECOND** by **LANCASTER** to approve consent calendar. Unanimous ayes, nays none. **MOTION CARRIED.**

PUBLIC COMMENT: Five citizens commented.

UNFINISHED BUSINESS:

Ames Street

Village Manager Gruesbeck gave update.

Trail Town

PETERSEN gave update.

Purchase of Firepits and Chairs

PETERSEN gave update.

DiscoverElkrapids.com

WITTE gave update.

13 Ways Project

JANISSE gave update.

DDA Engagement Plan – Phase 2

PETERSEN gave update.

NEW BUSINESS

DOWNTOWN ELK RAPIDS ASSOCIATION – WINTER EVENTS/ACTIVITIES PROPOSAL

DERA Co-Chair Shawn Quinn gave presentation on events and requested funds from the DDA.

MOTION by **LANCASTER**, **SECOND** by **WITTBRODT** to support advertising efforts by DERA for holiday events by reimbursing the purchase of four (4) full page ads for \$400 each, not to exceed \$1,600 from line item 791-791-885-300, as amended.

Roll Call Vote: Ayes – Petersen, Lancaster, Bonhag, Wittbrodt, Doran, Duda, Janisse, and Witte; Excused – Van Cura; Absent – Caddy. **MOTION CARRIED.**

BOARD COMMENTS: Received.

UPCOMING EVENTS:

- **REGULAR MEETING:** Wednesday November 10, 2021, at 6:30 P.M., at the Government Center, 315 Bridge St, Elk Rapids, MI 49629.

MOTION by **PETERSEN**, **SECOND** by **WITTBRODT** to adjourn.

Unanimous ayes, nays none. **MOTION CARRIED.**

MEETING ADJOURNED at 7:40 P.M.

PERIOD ENDING 11/30/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 11/30/2021	ACTIVITY FOR MONTH 11/30/2021	AVAILABLE BALANCE	% BDGT USED
Fund 791 - DDA TIFA DISTRICT						
Revenues						
Dept 000						
791-000-672-000	INTEREST	200.00	197.47	0.00	2.53	98.74
791-000-690-700	FROM/101/204/228/DDA TIFA D2	65,340.00	71,809.68	0.00	(6,469.68)	109.90
791-000-691-100	COUNTY TIFA TAX D2	40,368.00	39,507.76	0.00	860.24	97.87
791-000-691-113	TOWNSHIP TIFA TAX D2	6,985.00	6,806.77	0.00	178.23	97.45
791-000-691-200	LIBRARY TIFA TAX D2	2,729.00	2,666.57	0.00	62.43	97.71
791-000-692-300	FROM/101/204/228/DDA TIFA D3	28,320.00	54,818.22	54,818.22	(26,498.22)	193.57
791-000-693-000	TOWNSHIP TIFA TAX D3	2,896.00	4,050.83	0.00	(1,154.83)	139.88
791-000-693-200	LIBRARY TIFA TAX D3	1,132.00	1,586.78	0.00	(454.78)	140.17
791-000-699-000	PRIOR YR/ENDING CASH BALANCE	150,000.00	0.00	0.00	150,000.00	0.00
Total Dept 000		297,970.00	181,444.08	54,818.22	116,525.92	60.89
TOTAL REVENUES		297,970.00	181,444.08	54,818.22	116,525.92	60.89
Expenditures						
Dept 791 - DDA TIFA DISTRICT						
791-791-757-000	SUPPLIES	1,500.00	66.30	0.00	1,433.70	4.42
791-791-803-000	AUDITOR	920.00	915.20	0.00	4.80	99.48
791-791-804-100	PROFESSIONAL SERVICES	35,000.00	8,904.64	0.00	26,095.36	25.44
791-791-818-500	SOFTWARE	1,250.00	1,501.05	0.00	(251.05)	120.08
791-791-819-000	DDA SMALL BUSINESS RELIEF FUND	1,700.00	1,700.00	0.00	0.00	100.00
791-791-864-000	TRAINING/CONFERENCES	700.00	50.00	0.00	650.00	7.14
791-791-884-000	ECONOMIC DEVELOPMENT	11,300.00	10,000.00	0.00	1,300.00	88.50
791-791-885-200	DDA - INFRASTRUCTURE	8,250.00	0.00	0.00	8,250.00	0.00
791-791-885-300	DDA - EVENTS	6,200.00	0.00	0.00	6,200.00	0.00
791-791-900-000	PRINTING & PUBLICATION	1,000.00	816.00	0.00	184.00	81.60
791-791-954-100	STATE EMERGENCY RECOVERY EFFORT	0.00	232.92	0.00	(232.92)	100.00
791-791-956-000	MISCELLANEOUS	1,100.00	754.38	0.00	345.62	68.58
791-791-960-500	TO/GEN/101/ADMIN	1,000.00	1,000.00	1,000.00	0.00	100.00
791-791-966-500	ATT.16 REIMB.TWP.	3,110.00	0.00	0.00	3,110.00	0.00
791-791-966-510	ATT.16 REIMB.LIBRARY	467.00	0.00	0.00	467.00	0.00
791-791-967-520	ATT.16 REIMB.COUNTY	4,187.00	0.00	0.00	4,187.00	0.00
791-791-968-530	TO/GEN/101/ATTACHMENT 16	7,388.00	4,206.16	4,206.16	3,181.84	56.93
791-791-968-540	TO/MUNI STR/204/ATTACHMENT 16	2,828.00	1,639.61	1,639.61	1,188.39	57.98
791-791-968-550	TO/WASTE COLLECT/228/ATTACHMENT 16	1,004.00	727.44	727.44	276.56	72.45
791-791-976-350	SMALL EQUIPMENT	8,000.00	5,165.26	0.00	2,834.74	64.57
791-791-992-000	DEBT/PRIN/LAKE/LOOMIS	45,000.00	45,000.00	0.00	0.00	100.00
791-791-992-100	DEBT/INT/LAKE/LOOMIS	8,918.00	8,917.50	0.00	0.50	99.99
Total Dept 791 - DDA TIFA DISTRICT		150,822.00	91,596.46	7,573.21	59,225.54	60.73
TOTAL EXPENDITURES		150,822.00	91,596.46	7,573.21	59,225.54	60.73
Fund 791 - DDA TIFA DISTRICT:						
TOTAL REVENUES		297,970.00	181,444.08	54,818.22	116,525.92	60.89
TOTAL EXPENDITURES		150,822.00	91,596.46	7,573.21	59,225.54	60.73
NET OF REVENUES & EXPENDITURES		147,148.00	89,847.62	47,245.01	57,300.38	61.06

INVOICE #2021-72

STATECRAFT

Mailing address:

571 Bellows Avenue

Frankfort, MI 49635

(231) 313-7116 | elise@statecraftmi.com

November 8, 2021

BILL TO

Kaitlyn Szczyпка, Administrative Assistant
Elk Rapids Downtown Development Authority
(702) 353-2925

FOR

Strategic Planning & Board Development
October 2021 Activities

Details

	AMOUNT	HOURS
Meetings & Communications	\$468.75	3.75
Deliverables Development	\$500.00	4
	SUBTOTAL \$968.75	
	TAX RATE 0.00%	
	OTHER \$0.00	
	TOTAL \$968.75	

Thank you for your business.

If you have any questions concerning this invoice, please contact Elise at elise@statecraftmi.com.

INVOICE

DATE
11/2/2021

OCTOBER DDA INVOICE

KAITLYN SZCZYPKA
4046 Grass Lake Road
Bellaire, MI 49615
269.270.5835
kait.szczypka@gmail.com

ELK RAPIDS DDA
315 Bridge Street,
Elk Rapids, MI 49629

HOURS	WORK	UNIT PRICE	LINE TOTAL
N/A	OCTOBER REGULAR MEETING	\$100	\$100
7	OCTOBER WORK – phone meetings, emails, assigned tasks. etc.	\$20/HOUR	\$140
N/A	OCTOBER Adobe Acrobat monthly subscription	\$15.89	\$15.89
Total			\$255.89

2022 CONTRACT FOR SERVICES

This Agreement ("Agreement") is made and entered into effective the first day of _____ 2022, by and between the Downtown Development Authority of Elk Rapids, Michigan ("DDA ") and the Elk Rapids Area Chamber of Commerce, ("ERACC").

1. Scope of Services

Community/Economic Development Services to be provided in accordance with the Downtown Development Authority Community/Economic Development policy and will include the following:

- **Business retention program** – meet with all of the major employers within the DDA District on a quarterly basis to determine their business needs and assist them in expanding their business operations.
- **Business attraction program** – develop and manage a business recruitment/attraction program to a targeted/specific industry category that aligns with the DDA’s overall economic development goals/objectives.
- **Location Neutral Business (LNB) Program** – develop and manage a program to enhance our community’s assets as they relate to our existing LNB base as well as recruiting new LNB opportunities into the community.
- **Liaison services** – provide liaison/referral services to the various state and federal agencies that provide economic development services (MIEDC, EDA, HUD/CDBG, Dept of Commerce, etc.).
- **Workforce Development** –work with NMC, TBAISD , Elk Rapids School District and the Michigan Workforce Center to ensure we are providing the proper skilled workforce for our business community;
- **Small Business Development Center** – work directly with the Small Business Development Center to ensure that individuals considering starting a new business have access to SBA’s services/programs.
- **Economic Development Infrastructure** – work directly with state, federal and regional governmental agencies and private companies to ensure that the infrastructure necessary for economic activity is provided at the highest levels within the DDA District (broadband, cellular, air service, rail, etc);
- **Represent the DDA as needed** at all economic development functions/activities.
- **Provide community development services to include:**
 - Management and implementation of the 13 Ways project
 - Management of discoverelkrapids.com website
 - Produce annual summer events to include Evenings on River Street, three Arts & Craft Fairs and a weekly Farmers Market (June thru September),
 - Manage and staff a visitors’ center (5 days a week May to Oct. – 3 days a week Nov to Mar.)

- Provide managerial/logistic assistance to non-profit organizations (e.g., Harbor Days, Norte, Paddle Antrim, ER Downtown Merchants Assoc., ER Garden Club, etc.)
- Provide community representation on Housing North Board of Directors.
- Provide community representation on Northwest Regional Airport Authority Board
- Provide regional tourism promotion program through TC Tourism
- Provide Media/PR assistance for the community

2. Contractual Relationship

The ERACC is a non-exclusive independent contractor to the DDA under the terms of this Agreement. It is not the intent of this Agreement to form any other legal relationship beyond this Agreement, and it is expressly understood and agreed that the DDA and ERACC are not engaged in a partnership or joint venture and that the ERACC is at all times acting and performing hereunder as an independent contractor and not as an employee of the DDA . As an independent contractor, ERACC is not entitled to workers' compensation benefits except as may be provided by ERACC, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by ERACC or some other entity. The ERACC is obligated to pay all federal and state income tax, if any, on any monies earned or paid pursuant to this contract.

3. Term

The term of this Agreement shall be for a period of 12 months commencing as of the 1st day of January 2022 and ending the 31st day of December 2022, unless sooner terminated as provided herein. This Agreement shall not be renewed automatically but may be renegotiated during every budget year.

4. Accounting Records

The ERACC agrees to keep current, accurate books of account in accordance with generally accepted accounting principles. Said books of account shall be kept at the ERACC's principal place of business and shall be open for inspection by the DDA during regular business hours. Such books shall be closed and balanced at the end of the fiscal year, and a financial report shall be made with a copy thereof to be supplied to the DDA no later than March 1, 2022, detailing expenditure of all economic development funds by the ERACC during the term of this Agreement.

5. Non-Appropriation

Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal year for which funds are

appropriated for the payment thereof. The obligations of the DDA under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation. No provision of this Agreement shall be construed to pledge credit or to create a lien on any class or source of the DDA's monies.

6. Consideration

In consideration of the ERACC performing economic development services under this Agreement, the DDA agrees to pay to ERACC \$20,000 in calendar year 2022.

- 6.1 Payment to ERACC for the services described herein shall be made in twelve monthly installments of \$1,666.66, commencing in January 2022 and ending in December 2022. The DDA shall pay the monthly installments as soon after the 15th of each calendar month as is possible.

7. Termination

Either party may terminate this Agreement for breach by the other party or for the other party's failure to comply with any provision of this Agreement. Written notice shall be given to the breaching or violating party within 3 days of the discovery of the breach or violation. The breaching or violating party shall have 10 days from receipt of the written notice to cure said breach or violation. Should the breach or violation remain after the completion of the 10-day cure period, this Agreement shall automatically and immediately become null and void. Should the DDA terminate this Agreement because of the uncured breach or violation by the ERACC, all monies paid under this Agreement to the ERACC and not already forwarded or committed to subcontractors, employees, or others as payment for services rendered or to be rendered or supplies received or to be received by the ERACC, shall be returned to the DDA within 3 working days.

8. Non-Assignability

It is understood that the DDA enters into this Agreement based on the special abilities and resources of ERACC, and accordingly, ERACC may not assign this Agreement without the prior written consent of the DDA.

9. Reports

- Written monthly process reports will be provided to the DAA Board of Director's that highlights all activities and services provided.
- Monthly meeting with the DDA Chairperson to review economic development activity
- Quarterly activity report will be produced for submission to the Downtown Development Authority Board

- Annual report will be produced which will provide an overview of all economic development activity within the DDA District

10. Insurance

The ERACC shall procure and maintain and shall cause each subcontractor of ERACC to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by ERACC pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by ERACC to maintain such continuous coverage.

- 10.1 Workers Compensation insurance as required by the Labor Code of the State of Michigan, and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 10.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall include the DDA, all public officials, including elected officials, its officers and its employees, and shall contain a severability of interests provision.
- 10.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence; or split limits of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for bodily injury to any one person and SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) for bodily injury in any one occurrence, and FIFTY THOUSAND DOLLARS (\$50,000.00) for property damage in any one occurrence, with respect to each of ERACC's owned, hired or non-owned vehicles assigned to, or used in, performance of its services.
- 10.4 A certificate of insurance shall be completed by ERACC's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the DDA prior to commencement of any services under the Agreement.
- 10.5 The parties hereto understand and agree that the DDA is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Michigan Governmental Immunity Act, as from time to time amended, or otherwise available to the DDA, its officers, or its employees.

11. Indemnification

The ERACC agrees to indemnify and hold harmless the DDA, and its public officials, including elected officials, officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which

arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of ERACC or any officer, employee, agent, contractor, or sub-contractor of ERACC. The obligations of this section shall not extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the DDA.

12. Equal Opportunity Employer

- 12.1 ERACC will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. ERACC will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ERACC agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws. 12.2 ERACC shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

13. Attorney's Fees

It is agreed by the parties that if any action is brought in a court of law by either party to this Agreement as to the enforcement, interpretation or construction of this Agreement, or any document provided for herein, each party shall be responsible for its own attorney's fees and costs and shall not be entitled to seek recovery of such attorney's fees and costs from the other party.

14. Entire Agreement: Amendment

This written Agreement contains the entire understanding of the parties, and no oral statements or representations not contained herein shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

15. Notice and Communications

Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to the Downtown Development Authority

Village Manager
Village of Elk Rapids
315 Bridge Street
Elk Rapids, MI 49629

If to the ERACC:

Executive Director
Elk Rapids Area Chamber of Commerce, Inc.
305 US 31 South
Elk Rapids, MI 49629

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been received on the second workday after the day of mailing. Notices personally delivered shall be deemed to have been received upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Michigan Rules of Civil Procedure for the service of civil process.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DOWNTOWN
DEVELOPMENT
AUTHORITY OF ELK
RAPIDS:

By: _____
Downtown Development
Authority Chairperson

ELK RAPIDS AREA
CHAMBER OF COMMERCE:

By: _____

Tom Kern, Exec. Dir.

Guidelines for funding requests through the Downtown Development Authority (DDA) which support marketing efforts for events that are based in the Elk Rapids Village

Mission Statement:

The DDA is empowered to study the economic conditions and trends in the defined district, analyze the causes of those trends, and undertake the community long-range planning to envision future economic vibrancy of their downtowns and the defined DDA plan area. We are committed to prepare plans and undertake improvement projects to catalyze economic development toward that envisioned future.

Objective

To create a strong and vibrant community to attract business, talent and ideas — the Village of Elk Rapids.

Who may request funding support

Organizations and businesses that are planning events within the Downtown Development Authority (DDA) boundaries which promote increased visitor traffic and activity, and the positive image of the Village of Elk Rapids.

Making a request

An overview of the event that outlines

- Date(s)
- Target audience – type and number
- Planned marketing/advertising communications
- Who will be involved (businesses, organizations)
- Potential participation, how other businesses, organizations or the village might be involved
- Approval of any/all applicable permits or special variances required for the event
- Detailed budget estimate
- Submit report of event results with itemized expenses

Timeline for a request

All funding requests must be submitted in writing and presented to the DDA for review/approval during the regular scheduled DDA meeting, or at least 45 days before the planned event. It is understood that the amount awarded/approved by the DDA may not be the full amount requested.

Financial parameters for requested funds

The DDA will have \$___ funds available each fiscal year for special events. A maximum amount of \$___ or ___% of the project's marketing communications budget for the event will be considered for funding support. It is understood that funds are not to be used for food, door prizes, gifts or entertainment. These funds will be distributed through the DDA when receipts for the event are submitted.

Promoting the Village of Elk Rapids

By acceptance of requested funds, it is understood that the "Elk Rapids Downtown Development Authority" will be listed as a supporter/sponsor of the event, and use of current marketing graphics, wordmarks and slogans will be incorporated into all promotional materials as provided by the DDA.

		2019-20	2020-21	2021-22	2021-22	2022-23	
		ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED	
GL NUMBER	DESCRIPTION			BUDGET	THRU 11/30/21	BUDGET	NOTES
ESTIMATED REVENUES							
791-000-671-000	FACADE GRANT DEPOSIT	177					NO LONGER ACTIVE
791-000-671-400	MISCELLANEOUS	9,318	177				CANNOT BUDGET
791-000-671-700	DONATIONS		22,655				CANNOT BUDGET
791-000-672-000	INTEREST	316	151	200	197	250	BANK INTEREST
791-000-690-700	FROM/101/204/228/DDA TIFA D2	62,827	65,340	65,340	71,810	73,964	PREVIOUS ACTIVITY X 3%
791-000-691-100	COUNTY TIFA TAX D2	39,334	38,815	40,368	39,508	40,693	PREVIOUS ACTIVITY X 3%
791-000-691-113	TOWNSHIP TIFA TAX D2	6,803	6,716	6,985	6,807	7,011	PREVIOUS ACTIVITY X 3%
791-000-691-200	LIBRARY TIFA TAX D2	2,691	2,624	2,729	2,667	2,747	PREVIOUS ACTIVITY X 3%
791-000-692-300	FROM/101/204/228/DDA TIFA D3	26,183	27,231	28,320	54,818	56,463	PREVIOUS ACTIVITY X 3%
791-000-693-000	TOWNSHIP TIFA TAX D3	2,178	2,785	2,896	4,051	4,173	PREVIOUS ACTIVITY X 3%
791-000-693-200	LIBRARY TIFA TAX D3	861	1,088	1,132	1,587	1,635	PREVIOUS ACTIVITY X 3%
791-000-699-000	PRIOR YR/ENDING CASH BALANCE			150,000		KERRI	
TOTAL ESTIMATED REVENUES		150,688	167,582	297,970	181,445	186,935	
APPROPRIATIONS							
791-791-757-000	SUPPLIES			1,500	66	250	
791-791-799-000	GRANT EXPENSES		1,192				
791-791-803-000	AUDITOR	915	915	920	915	915	SET AMOUNT
791-791-804-100	PROFESSIONAL SERVICES	13,933	7,123	35,000	8,905	30,000	STATECRAFT, K. SZCZYPKA, POSSIBLE NEW HIRE
791-791-818-500	SOFTWARE	1,196	1,051	1,250	1,501	1,850	ADOBE/ BANK FEES/BS&A
791-791-819-000	DDA SMALL BUSINESS RELIEF FUND		17,919	1,700	1,700		NO LONGER ACTIVE
791-791-864-000	TRAINING/CONFERENCES	728	450	700	50	700	
791-791-884-000	ECONOMIC DEVELOPMENT			11,300	10,000	25,000	CHAMBER CONTRACT
791-791-885-200	INFRASTRUCTURE	950		8,250		10,000	
791-791-885-300	MARKETING	3,556	3,868	6,200		10,000	
791-791-900-000	PRINTING & PUBLICATION		1,089	1,000	816	1,000	
791-791-954-100	STATE EMERGENCY RECOVERY EFFORT		20,861		233		NO LONGER ACTIVE
791-791-956-000	MISCELLANEOUS	15,434	1,494	1,100	754	1,100	
791-791-960-500	TO/GEN/101/ADMIN	1,000	1,000	1,000	1,000	1,000	SET AMOUNT
791-791-966-500	ATT.16 REIMB.TWP.	1,530	3,107	3,110	723	744	PREVIOUS ACTIVITY X 3%
791-791-966-510	ATT.16 REIMB.LIBRARY	232	466	467	274	282	PREVIOUS ACTIVITY X 3%
791-791-967-520	ATT.16 REIMB.COUNTY	3,080	4,138	4,187	0	0	PREVIOUS ACTIVITY X 3%
791-791-968-530	TO/GEN/101/ATTACHMENT 16	3,411	7,382	7,388	4,206	4,332	PREVIOUS ACTIVITY X 3%
791-791-968-540	TO/MUNI STR/204/ATTACHMENT 16	1,368	2,825	2,828	1,640	1,689	PREVIOUS ACTIVITY X 3%
791-791-968-550	TO/WASTE COLLECT/228/ATTACHMENT 16	345	1,003	1,004	727	749	PREVIOUS ACTIVITY X 3%
791-791-976-350	SMALL EQUIPMENT			8,000	5,165	8,000	
791-791-992-000	DEBT/PRIN/LAKE/LOOMIS		45,000	45,000	45,000	50,000	BOND EXPIRES 2024
791-791-992-100	DEBT/INT/LAKE/LOOMIS	12,036	10,223	8,918	8,918	6,960	BOND EXPIRES 2024
TOTAL APPROPRIATIONS		59,714	131,106	150,822	92,593	154,572	

BYLAWS: RULES GOVERNING THE ELK RAPIDS DOWNTOWN DEVELOPMENT AUTHORITY

ARTICLE I. PURPOSES AND POWERS

The purpose or purposes for which the Authority is organized are as follows: To act as a Downtown Development Authority in accordance with Act 197 of the Public Acts of 1975, as amended, including, but not limited to: to correct and prevent deterioration in the Downtown Development District, to encourage historic preservation, to create and implement development plans, and to promote economic growth. In furtherance of these purposes, the Authority shall have all the powers which now or hereafter maybe conferred by law on Authorities organized under Act 197, Public Acts of 1975 as amended; and Public Law 91-646, being the Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970. The power or authority given under Public Act 197 as follows:

- a) Prepare an analysis of economic changes taking place in the downtown district.
- b) Study and analyze the impact of metropolitan growth and greater area growth upon the downtown district.
- c) Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multi-family dwelling unit which may be necessary or appropriate to the execution of a plan which in the opinion of the board, aids in the economic growth of the downtown area.
- d) Develop long range plans, in cooperation with the Planning Commission of the Village of Elk Rapids, designed to halt deterioration of property values in the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- e) Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the authority as granted by this act.

- f) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- g) Acquire by purchase or other means on terms and conditions and in a manner the Authority deems proper or own, convey, or otherwise dispose of, or lease, or lease as lessor or leasee, and land and other property, real or personal, or rights of interest therein, which the Authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect thereto.
- h) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve maintain, repair and operate any building including multi-family dwellings, and any necessary or desirable appurtenances – thereto, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- i) Fix, charge, and collect fees, rents, and charges for the use of any building or property -under its control or part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the Authority.
- j) Lease any building or property under its control, or any part thereof.
- k) Accept grants and donations of property, labor, or other things of value from a public or private sources.
- l) Acquire and construct public facilities.

ARTICLE II. BOARD

Section 1. General Powers

The Authority shall be under the supervision and control of the Board.

Section 2. Number, Tenure, and Qualifications

The Board of the Authority shall consist of at least nine Persons. The Chief Executive Officer of the Village of Elk Rapids and eight to twelve members. The members shall be appointed for the term of four

years except that of the members first appointed, two shall be appointed for one year, two for two years, two for three years, and two for four years. At least five of the members shall be persons having an interest in property located in the Downtown District. At least one of the members shall be a resident of the downtown district if it has one hundred or more persons residing within it.

Section 3. Selection of a board member

The Chief Executive Officer of the Village of Elk Rapids with the advice and consent of the Village Council shall appoint the members of the Board. Subsequent board members shall be appointed in the same manner as the original appointments at the expiration of each member’s term of office. Before assuming the duties of the office, a member shall qualify by taking and subscribing to the constitutional oath of office.

Section 4. Compensation of members

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

Section 5. Expiration of term, Continuation in Office, Reappointment, and Filling Vacancies.

Members whose terms of office have expired shall continue to hold office until a successor has been appointed. If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed by the Village President with the advice and consent of the Village Council within thirty days to hold office for the remained of the term vacated.

Section 6. Removal

Pursuant to proper notice and an opportunity to be heard, a member may be removed from office for neglect of duty including nonattendance at meetings, misconduct, malfeasance, or other good cause by a majority vote of the Village Council. Removal of a member is subject to review by the Circuit Court.

Section 7. Disclosure of Interest

A Board member who has a direct interest in any matter before the Authority shall disclose his interest prior to the Authority taking any action with respect to the matter and such disclosure shall become a part of the record of the Authority's official proceedings. Further, any member making such disclosure shall then refrain from participating in the Authority's decision-making process to such matter.

ARTICLE III Officers

Section 1. Officers

The officers of the Authority shall be a Chairman, Vice Chairman, and Secretary.

Section 2. Removal of Officers

An officer may be removed by the board whenever in its judgement the best interest of the Authority would be served.

Section 3. Filling of vacancies

A vacancy may be filled by the board for the unexpired portion of the term.

Section 4. Chairman

The Chairman shall preside at all meetings of the board and shall discharge the duties of a presiding officer.

Section 5. Vice Chairman

In the absence of the chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman and when so acting shall have all the powers and be subject to all restrictions of the Chairman.

ARTICLE IV. MEETINGS

Section 1. Annual Meeting

The Annual Meeting shall be held at the regular day and time of the April Meeting in the Elk Rapids Governmental Center. The election of officers shall occur at the annual organizational meeting. If the election of officers should not occur on the day designated, or any adjournment thereof, the board shall

cause the election to be held at a regular or special meeting of the board within ninety days of the Annual Meeting. An Annual report of the Authority to the Village Council is held at the Council's first meeting in May.

Section 2. Regular Meetings

Regular meetings of the board shall be held at 6:30PM on the 2nd Wednesday of each month in the Elk Rapids Government Center. In the event the meeting day shall fall on a holiday, the meeting will occur on the following day. The financial records shall always be open to the public. Any regularly scheduled meeting may be canceled for a lack of quorum.

Section 3. Special Meetings

Special meetings of the board may be called by the Chairman, by the Vice Chairman in the absence of the Chairman, by the Executive Director, by any three members, or by the Village Council by giving twenty-four hour's notice of the meeting stating the purpose and by posting the notice eighteen hours prior to the meeting.

Section 4. Notice of Meeting

All meetings shall be preceded by public notice posted eighteen hours prior to the meeting in accordance with the Open Meetings Act (ACT 267 of the Public Acts of 1976, as amended). Notice to the members of the board and to the public shall be the responsibility of the Secretary.

Section 5. Quorum and Voting

A majority of members of the board in office shall constitute a quorum for the transaction of business. No action shall be taken except upon concurring vote of five members of the board, unless a higher number is required by statute or these rules. In the event that effective membership is reduced because of disclosure of interest (Article II, Section 7), a majority of the remaining members eligible to vote shall constitute the action of the board.

ARTICLE V. EMPLOYMENT OF PERSONNEL

Section 1. Executive Director

The board may employ or contract and fix compensation of a director, subject to the approval of the Village Council. 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 penal sum determined in the ordinance establishing the Authority, payable to the Authority for the use and benefit of the Authority, approved by the board, and filed with the Village Clerk. The premium on the bond shall be deemed an operating expense of the Authority, payable from funds available to the Authority for expenses and 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 performance of the functions of the Authority in the manner authorized by Act 197 of Public Acts of 1975, as amended. The director shall attend the meetings of the board, shall render to the board and to the Village Council 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. Before entering upon the duties of the office, the acting director shall take and subscribe to the oath, and furnish bond, as required of the director. The director shall furnish the board with information or reports governing the operation of the Authority as the board requires. The director shall not be a full-time Village employee.

Section 2. Treasurer

The board may employ and fix compensation of a Treasurer if he or she is not a board member, who shall keep the financial records of the Authority and who, together with the director, shall approve all vouchers for the expenditures of funds of the Authority. The Treasurer shall perform such other duties as may be delegated by the board and shall furnish bond in an amount prescribed by the board.

Section 3. Secretary

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

Section 4. Legal Council

The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the Authority in actions brought by or against the Authority.

Section 5. Other Personnel

The board may employ other personnel deemed necessary by the board.

ARTICLE VI. COMMITTEES AND ADVISORY BOARDS

Section 1. Committees

The board by resolution may designate and appoint one or more committees to advise the board. The committee chair shall be members of the Authority. The Chairman of the Authority shall appoint the members and select the chairman. The committees may be terminated by a vote of the Authority. At the annual meeting the committees will be evaluated and reappointed or dissolved. A majority of the members committee shall constitute a quorum. A majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

ARTICLE VII. CONTRACTS AND FUNDS

Section 1. Contracts

The board may authorize the Executive Director or an agent or agents of the Authority to enter into any contract or execute and deliver any instrument on behalf of the Authority within the limits authorized by Public Act 197. The authorization may be general or confined to specific instances.

Section 2. Funds

All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Authority shall be approved by the Authority and dispensed by the Village.

Section 3. Contributions or Gifts

The Authority will follow Village Resolution 11-107 regarding the acceptance of gifts, donations, grants, memorial recognition requests.

ARTICLE VIII. BOOKS AND RECORDS

Section 1. Books and Records

The Authority shall keep correct and complete records of books and accounts and minutes of the meetings. The records shall be kept at the principal office of the Authority which will have a record of the names and addresses of the members of the Authority. All books and records of the Authority shall be open to the public. An annual audit by an independent certified public accountant will be conducted.

Section 2. Fiscal Year

The fiscal year of the Authority shall at all times conform to the Fiscal Year of the Village of Elk Rapids.

ARTICLE IX. RAISING OF FUNDS

Section 1. Ad Valorem Tax

The Authority with the approval of the Village Council may levy an ad valorem tax on the real and tangible property not exempt by law and as finally equalized in the downtown district. The tax shall be collected by the Village of Elk Rapids. The Village shall collect the tax at the same time and in the same manner as it collects its other ad valorem taxes. The tax shall be paid to the treasurer of the Authority and credited to the general fund of the Authority for purposes of financing only the operations of the Authority.

Section 2. Borrowing Money Prior to Collection of Taxes

The Village may at the request of the Authority borrow money and issue its notes therefor pursuant to Act 202 of the public Acts of 1943, as amended, being sections 131.1 and 138.2 of the Michigan Compiled Laws, in anticipation of collection of ad valorem tax authorized in this section.

Section 3. Revenue Bonds

The Authority may borrow money and issue its negotiable revenue bonds therefor pursuant to Act 94 of the Public Acts of 1933, as amended being sections 141.101 to 141.139 of the Michigan compiled laws. Revenue bonds issued by the Authority shall not except as hereinafter provided be deemed a debt of the Village of Elk Rapids or the State of Michigan. The Village Council by a majority vote of the members may pledge its full faith and credit to support the Authority's revenue bonds.

Section 4. Tax Increment Financing

When the Authority determines that it is necessary for the achievement of the purposes of Act 197, Public Acts of 1975, the Authority shall prepare and submit a tax increment financing plan to the Village Council. The plan shall include a development plan as provided in Section 17, Act 197 Public Acts of 1975 with a detailed explanation of the tax increment procedure, the amount of bonded indebtedness to be incurred, the duration of the program, and shall be in compliance with Section 15 of that Act. The plan shall contain a statement of estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located. The plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used by the authority shall be clearly stated in the tax increment financing plan.

ARTICLE X. DISTRICT BOUNDARIES

The Authority shall exercise its power within the Downtown Development District of the Village of Elk Rapids so determined by ordinance of the Village Council.

ARTICLE XI. AMENDMENT TO RULES

These rules may be altered, amended, or repealed and new rules adopted by a majority of the members present at any regular meeting.

Amended and Approved by the Board of Directors at a regular meeting April, 2017

Adopted by the Board of Directors as recommended by Attorney Stanley Burke 1985.

Approved by Elk Rapids Village Council at a regular Village Council Meeting 2/18/85