

VILLAGE OF DECATUR DDA MEETING AGENDA

Wednesday
February 14,
2024



VILLAGE OF DECATUR
REGULAR DDA MEETING
Wednesday, February 14, 2024 – 1:00PM
Village Hall – 114 N. Phelps Street, Decatur, MI 49045

1:00 PM DDA Meeting (Action to be taken by DDA on the following agenda items)

Note: Please be courteous and turn cell phones off during the meeting.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL (Excused Absences if Any)**

4. **PUBLIC COMMENT**

5. **APPROVAL OF CONSENT AGENDA ITEMS**

5A.1 – Approval of the Regular Meeting Agenda for February 14, 2024

5A.2 – Approval of the Regular DDA Meeting Minutes for January 10, 2024

5A.3 – Approval of the Revenue & Expenditure Report ending January 31, 2024

6. **COMMUNICATIONS TO THE DDA – PRESENTATIONS & GUESTS**

6A.1 – Rebecca Harvey, Harvey Consulting

6A.2 – Kevin Christensen & Amber Chopp, Final Gravity

7. **UNFINISHED BUSINESS**

7A.1 – Discussion regarding combining Decatur Day 2024 and Midwest Festival 2024

7A.2 – Discussion regarding proposed Village of Decatur Social District Plan map and documents

7A.3 – Discuss sponsorship of Egg Hunt materials

7A.4 – Update on 2024 Fireworks event

8. **NEW BUSINESS**

8A.1 – Discussion and invitation for Annual Joint Meeting 2/26/24 at 5:00pm

9. **PUBLIC COMMENTS- SECOND OPPORTUNITY**

10. **DDA MEMBER COMMENTS**

11. **ADJOURNMENT**

PLEASE NOTE

AUDIENCE PARTICIPATION:

In addition to addressing the DDA during public hearings and under “Public Comment,” members of the audience may address the DDA, please limit your comments to three minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda items above shall be as follows:

1. Announcement of the agenda item by the Chairperson.
 2. Verbal report provided by staff.
 3. The Chairperson asks DDA members if they have any questions for staff to clarify the staff report.
 4. Motion is made by a DDA member and seconded by another DDA member.
 5. The Chair then calls on DDA members to discuss the motion if DDA members wish to discuss.
 6. The Chair calls for a vote on the item after discussion has occurred.
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Village of Decatur
Downtown Development Authority

Wednesday, January 10, 2024, at 1:00pm
Village Hall, 114 N. Phelps Street
Decatur, MI 49045

1. Call to Order

Elwaer called the meeting to order at 1:00pm

2. Pledge of Allegiance

3. Roll Call

Ali Elwaer (Village President), James Creagan (First State Bank), Jay Newell (Newell Insurance Agency) excused, Roger Kemp (RC Automotive Supply), Elissa Zimmer (VBDL- Webster Memorial Library), Mary Miller (Mousse Lodge), Jami Swihart (Honor Credit Union) excused, Matt Cooper (Cooper Law), Christopher Tapper (Village Manager), Megan Duncan (Village Clerk/Treasurer), Shantel Pentland (Administrative Assistant).

4. Public Comments

Kelsey Driscoll and Ashley Mead from Honor Credit Union shared they are hoping to place a bench in the DDA Park in honor/memory of Kirk Chamness. The board was very supportive. Driscoll and Mead will begin the process of collecting monetary donations and they will select a bench, then bring this information back to the Board for formal approval for bench placement.

5. Approval of Consent Agenda Items

Kemp offered a motion to approve the amended agenda for January 10, 2024, to remove:

5.3- Approval of the Revenue & Expenditure Report ending December 31, 2023, at the request of VM Tapper
and approve the meeting minutes from December 13, 2023, supported by Zimmer, carried unanimously 6-0.

6. Communications to the DDA- Presentations & Guests

None

7. Unfinished Business

1. Pentland provided insight on the proposed 2024 Calendar of Events and the structure of the Night Market Events was discussed. Miller offered a motion to approve the 2024 Calendar of Events, supported by Kemp, carried unanimously 6-0.
2. Creagan offered to retain the Vice Chairperson Role for an additional 4-year term. Appointments were tabled until the February 14, 2024, meeting so staff can confirm Newell's status.

8. New Business

1. There was discussion regarding expenses incurred by the DD24PC during the planning phase. Pentland clarified that all expenses and budget-related items will be approved by the DDA Board before the expenditure occurs. Zimmer offered a motion to approve the DD24PC Agenda for their January 16, 2024, meeting, supported by Miller, carried unanimously 6-0.
2. VM Tapper provided the board with supplemental budget information for review.
 - i. Creagan offered a motion to approve Resolution 2024-01, with the following changes: Date changed from February 28, 2024 to February 29, 2024, supported by Miller, role call vote: Matthew Cooper, Jim Creagan, Ali Elwaer, Roger Kemp, Mary Miller, Elissa Zimmer, carried unanimously 6-0.
 - ii. Miller offered a motion to approve Resolution 2024-02, with the following changes: Date changed from February 29, 2025 to February 28, 2025, date changed from Fiscal Year 2024 to Fiscal Year 2025, supported by Kemp, , role call vote: Matthew Cooper, Jim Creagan, Ali Elwaer, Roger Kemp, Mary Miller, Elissa Zimmer, carries unanimously 6-0.

9. Public Comments- Second Opportunity

None

10. DDA Member Comments

Miller shared that she will not be in attendance for the February 14, 2024, meeting. The board shared fond memories of the late Kirk Chamness and shared how much he meant to this community. He will be greatly missed.

11. Adjournment

Kemp offered a motion to adjourn the meeting at 1:35PM, supported by Zimmer, carried unanimously 6-0.

Minutes submitted by: Shantel Pentland, Administrative Assistant

02/05/2024 04:15 PM		REVENUE AND EXPENDITURE REPORT				Page: 1/2	
User: SPENTLAND		PERIOD ENDING 01/31/2024					
DB: Decatur		% Fiscal Year Completed: 92.08					
G/L NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	
		AMENDED BUDGET	01/31/2024 NORMAL (ABNORMAL)	MONTH 01/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000							
248-000-404.000	PROPERTY TAXES	11,000.00	10,269.25	71.52	730.75	93.36	
248-000-410.000	PERSONAL PROPERTY TAX	3,500.00	3,083.34	0.00	416.66	88.10	
248-000-411.000	DELINQUENT TAX	90.00	0.00	0.00	90.00	0.00	
248-000-445.000	REAL ESTATE TAX INTEREST	16.00	35.86	3.58	(19.86)	224.13	
248-000-641.000	DONATIONS - JULY 4TH EVENT	0.00	13,650.00	0.00	(13,650.00)	100.00	
248-000-664.100	INTEREST INCOME	0.00	6.94	0.56	(6.94)	100.00	
248-000-666.000	DONATIONS - DECATUR DAY EVENTS	0.00	0.00	0.00	0.00	0.00	
248-000-674.000	DONATIONS - SPRING EVENTS	0.00	0.00	0.00	0.00	0.00	
248-000-675.000	OTHER REVENUE	8,000.00	0.00	0.00	8,000.00	0.00	
248-000-676.000	VENDOR REVENUE	0.00	1,960.00	0.00	(1,960.00)	100.00	
248-000-677.000	DONATIONS - BOO BASH EVENTS	0.00	0.00	0.00	0.00	0.00	
248-000-678.000	DONATIONS - CHRISTMAS IN THE VILLAGE	0.00	0.00	0.00	0.00	0.00	
248-000-699.390	TRANSFER FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		22,606.00	29,005.39	75.66	(6,399.39)	128.31	
TOTAL REVENUES		22,606.00	29,005.39	75.66	(6,399.39)	128.31	
Expenditures							
Dept 290 - CONTINGENCY							
248-290-969.000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	
Total Dept 290 - CONTINGENCY		0.00	0.00	0.00	0.00	0.00	
Dept 728 - ECONOMIC DEVELOPMENT							
248-728-756.000	DDA-SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	
248-728-801.000	CONSULTING FEES	2,000.00	13,168.75	0.00	(11,168.75)	658.44	
248-728-901.000	PRINTING/PUBLISHING	900.00	2,764.00	0.00	(1,864.00)	307.11	
248-728-930.000	REPAIRS	0.00	0.00	0.00	0.00	0.00	
248-728-958.000	MISCELLANEOUS	200.00	163.10	0.88	36.90	81.55	
248-728-968.000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	
248-728-981.000	CAPITAL OUTLAY	9,250.00	1,500.00	0.00	7,750.00	16.22	
248-728-982.000	JULY 4TH EVENT	0.00	12,770.48	0.00	(12,770.48)	100.00	
248-728-983.000	SPRING EVENTS	0.00	0.00	0.00	0.00	0.00	
248-728-984.000	DECATUR DAY EVENT	0.00	1,802.98	0.00	(1,802.98)	100.00	
248-728-985.000	COMMUNITY SERVICE PROJECTS	20,000.00	7,824.50	0.00	12,175.50	39.12	
248-728-986.000	DOWNTOWN FLOWERS	4,300.00	1,274.00	0.00	3,026.00	29.63	
248-728-987.000	BOO BASH EVENT	0.00	668.96	0.00	(668.96)	100.00	
248-728-988.000	CHRISTMAS IN THE VILLAGE	0.00	264.73	0.00	(264.73)	100.00	
248-728-995.010	GEN FUND ADMIN TRANSFER	2,500.00	0.00	0.00	2,500.00	0.00	
248-728-995.020	TRANSFER TO MAJOR	0.00	0.00	0.00	0.00	0.00	
Total Dept 728 - ECONOMIC DEVELOPMENT		40,150.00	42,201.50	0.88	(2,051.50)	105.11	
TOTAL EXPENDITURES		40,150.00	42,201.50	0.88	(2,051.50)	105.11	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		22,606.00	29,005.39	75.66	(6,399.39)	128.31	
TOTAL EXPENDITURES		40,150.00	42,201.50	0.88	(2,051.50)	105.11	

02/05/2024 04:15 PM
User: SPENTLAND
DB: Decatur

REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 92.08

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	01/31/2024	MONTH	01/31/2024	NORMAL	(ABNORMAL)	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)			USED
<hr/>								
Fund 248 - DOWNTOWN DEVLOPMENT AUTHORITY								
NET OF REVENUES & EXPENDITURES		(17,544.00)	(13,196.11)		74.78		(4,347.89)	75.22



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Downtown Development Authority Board
FROM: Shantel Pentland, Administrative Assistant
REVIEWED BY: Christopher Tapper, Village Manager
DATE: February 14, 2024

SUBJECT: Decatur Day and Midwest Fest Combination

Action Requested:

Discuss and approve the combination of Midwest Fest and Decatur Day

Background:

Final Gravity has expressed sincere interest in joining Midwest Fest with Decatur Day. Staff has had the opportunity to meet with Kevin Christensen, Michael Christensen and Amber Chopp to discuss the details of how these two festivals could be merged to create one large event for our community. Village Staff is fully supportive of combining these events and working together with Final Gravity to host one large, destination event for Decatur and the surrounding areas.

Attachments:

None



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Downtown Development Authority Board
FROM: Shantel Pentland, Administrative Assistant
REVIEWED BY: Christopher Tapper, Village Manager
DATE: February 14, 2024

SUBJECT: March 30, 2024, Egg Hunt Sponsorship

Action Requested:

Review and approve Sponsorship of the March 30, 2024, Egg Hunt supplies

Background:

In 2023, the DDA combined efforts with DPS National Honor Society and VBDL Webster Memorial Branch to hold the Annual Egg Hunt at Raider Romp. This event was very well attended, and all the eggs were found within the first few minutes. All 3 community groups are interested in continuing this event in 2024, and a date of Saturday, March 30, 2024, from 10am-11am has been agreed upon.

Along with the Egg Hunt, VBDL Webster Memorial Branch will be planning an event/craft under the pavilion.

Village Staff has coordinated a small Touch-A-Truck event with support from Decatur-Hamilton Fire Department & Auxiliary, True's Towing, and the Village Department of Public Works that will take place in the Raider Romp parking lot and adjacent grass.

The NHS will provide student participation for filling the eggs, and hiding them prior to the start of the Hunt. They will also be holding some form of candy drive to supply some egg-fillers.

It is requested that the DDA approve a sponsorship donation of no more than \$300 for staff to provide egg-fillers and additional eggs for this event.

Attachments:

None



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Downtown Development Authority Board
FROM: Shantel Pentland, Administrative Assistant
REVIEWED BY: Christopher Tapper, Village Manager
DATE: February 14, 2024

SUBJECT: 2024 Fireworks Update

Action Requested:

Review 2024 Fireworks documents

Background:

As of 2/8/24, Village Staff has secured a location for the Fireworks launch location. Mr. Ryan Rarick has graciously permitted us use of his property's peninsula located on CR 352, the same location that was used in 2023.

As of 2/9/24, all applications and permitting processes have been completed.

Attachments:

Signed Agreement

Location Map

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on September 21, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Village of Decatur, MI (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 4, 2024 (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$20,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$10,000.00 is due April 4, 2024 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$3,000.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$8,000.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$10,000.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 420 FEET at all points from the discharge area reflective in the attached site diagram; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

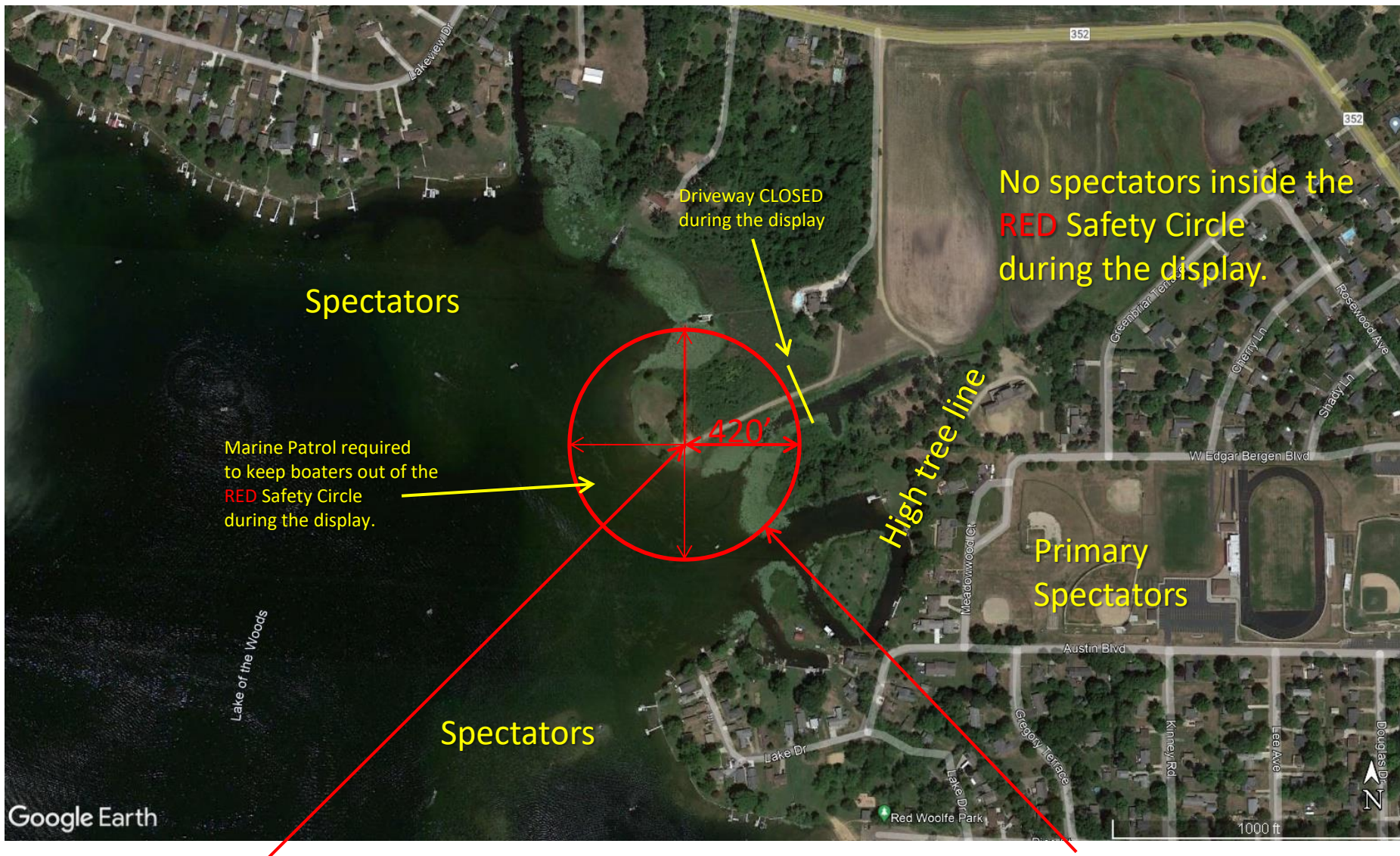
By (sign): Lynn Ann Hamed
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: February 8, 2024
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): Christopher Tapper
Name: Christopher Tapper
Title: Decatur Village Manager
Date: November 7, 2023
Address: 114 N. Phelps St Decatur, MI 49045
Phone: (269) 423-6114
Email: ctapper@decaturmi.us

Decatur, Michigan
45345 Co Rd 352, Decatur MI 49045

Pyrotecnico Fireworks Inc.
1/18/2023 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 420'



YOUR PRESENCE IS REQUESTED AT THE

2024

Annual Joint Meeting

FEB
26
2024

MONDAY **5:00 PM**

———— 114 N. PHELPS ST. DECATUR, MI 49045 ————

Please join us to discuss 2023 accomplishments from:

Village Council
Planning Commission
Downtown Development Authority
Parks & Recreation Committee
Village Staff

LIGHT REFRESHMENTS WILL BE SERVED