

PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING WILL BE A VIRTUAL MEETING

Due to the COVID-19 pandemic, the Owosso Historical Commission will conduct a virtual meeting December 14, 2020, consistent with the Open Meetings Act of the State of Michigan.

OWOSSO HISTORICAL COMMISSION
Monday, December 14, 2020
at 6:00 p.m.

The public may attend and participate in public comment.

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/84869961364?pwd=Mm5ueDlFa280dmVDQjB1dVJkdGluUT09>
- **Meeting ID: 848 6996 1364**
- **Password: 963816**
- **One tap mobile** ++19294362866,,84869961364#,,,,,0#,,963816# US (New York)
++13017158592,,84869961364#,,,,,0#,,963816# US (Washington DC)
- **Dial by your location**
 - +1 301 715 8592 US (Washington D.C.)
 - +1 312 626 6799 US (Chicago)
 - +1 646 558 8656 US (New York)
 - +1 253 215 8782 US (Tacoma)
 - +1 346 248 7799 US (Houston)
 - +1 669 900 9128 US (San Jose)
- **For video instructions visit:**
 - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the Historical Commission to provide input or ask questions on any business coming before the Commission on December 14, 2020 may do so by calling or e-mailing the Historical Commission prior to the meeting at (989)725-0597 or albert.martenis@ci.owosso.mi.us. Contact information for individual Commission members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/Historical-Commission>

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso Historical Commission, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0597; Email: albert.martenis@ci.owosso.mi.us. The City of Owosso Website address is www.ci.owosso.mi.us.

WARNING: According to the State Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). Per the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

City of Owosso related meetings are being monitored and violations of statutes will be prosecuted.

OWOSSO HISTORICAL COMMISSION
Regular Meeting Agenda
December 14, 2020 – 6:00 p.m. to 7:30 p.m. via Zoom

Call to order: Dave Acton, Vice-Chair

Roll call:

Present:

Absent:

Agenda and Minutes:

Review and motion to approve the 11/9/2020 minutes:

Review and motion to approve the 12/14/2020 agenda:

Financial Review, discussion, and motion to approve check register:

Review approved 2020-21 fiscal year budget vs. actual income and expenses – Albert – (discussion)

Review check register - (resolution/motion)

Visitor welcome and comments:

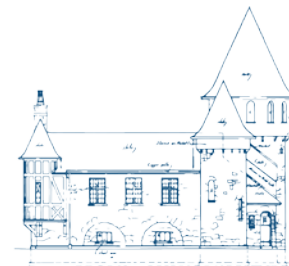
Committee Reports:

1. Facilities – Mark:
 - a. Selection of architect for Gould House initial work (CIP) – (resolution/motion)
 - b. Update on Ludington electrical work on Castle (critical path for re-opening Castle) – (discussion)
2. Historic Assets – Gary:
3. Archiving/Cataloging – Betsy:
4. Governance – Dave:
 - a. Update on by-law changes to open Commission seats (resolution-motion)
 - b. Executive session for discussion of c, d., and e
 - c. Approval of ED 2021-2022 Agreement (resolution-motion)
 - d. Approval of ED 2021-2022 Results Planning Table (resolution-motion)
 - e. Approval of ED 2021-2022 OHC/CCM ED position description (resolution-motion)

Commissioner Comments:

Adjourn:





Meeting called to order by Vice- Chair Dave Acton @ 6:02 p.m.

Roll call: By Executive Director Martenis

Present: Vice-Chair Acton, Commissioners: Osika, Galloway, Erickson, Adams, Wilson

Absent: Commissioners: Jacobs, Flayer, Rogers

Agenda and Minutes:

Review and motion to approve the 10/12/2020 minutes: motion by Commissioner Osika second by Commissioner Adams ayes all, motion carried

Review and motion to approve the 11/9/2020 agenda: motion by Commissioner Wilson second by Commissioner Osika ayes all, motion carried

Financial Review and Discussion:

OHC Financial Overview, Performance, and Instruction – Nathan Henne comments

1. Fiscal Year 2019-20 financial performance – “bottom line” – summary of all accounts
 - a. The Commission ended the year “in the black” so our primary objective was met (in spite to COVID)
 - b. Our income was less, but our expenses were even less so we ended \$7700 in the “black”
2. Financial management by the City is not done by individual account; it is done by total budget performance, or “bottom line” balance
 - a. The effects of under or overspending the budget on an account basis are always to be done on monthly basis, always managing to a bottom-line balance
 - b. This also means we can freely move funds between accounts if we are managing the bottom line
3. DPW service order process awareness
 - a. The commission ED will write service orders to DPW for all work needed
 - b. If there is an emergency (such as a flooded basement) the ED does not need to write a service order
 - c. Some work will be done by DPW on their own (without a service order – the apartments for example)
 - d. The service orders submitted by OHC may be tracked by submission date, number, and completion date using the BS&A system – ED Martenis will follow up on this process
4. Purchasing Ordinance clarification:
 - a. \$0 to \$2000 – select best vendor with justification on purchase requisition form
 - i. No Mow as a vendor may be used without writing a service order because they are cheaper than DPW
 - ii. DPW may file a grievance but it is unlikely due to the other work load that DPW has
 - iii. Up to \$2000, the ED and OHC can do what they would like
 - b. \$2000 to \$10,000 – quote process – Commission to obtain three quotes on these items
 - i. If
 - c. Over \$10,000 – bid process
 - d. Historic specialists can be an exception – can be a directed purchase. The plastering of the Gould House ceiling was an example of a professional service directed by. Grant writing could be another example.
5. Opening the Castle: The Commission decided that visible results will be traded off against the state of COVID. A motion was made by Commissioner Adams to defer the Castle opening until after January 1st, and an opening date will be determined based on COVID conditions. In the meantime, preparations will be made to be able to open. Commission deferred the next decision until the January OHC meeting.
 - a. May open in January to start to obtain admission revenue
 - b. New displays will be in the Castle, ready for opening in January
 - c. Special events inside or outside the Castle will not be held until further notice
 - d. Upgrading the outdoor lighting at the Castle by DPW or a contractor is being deferred
 - i. No funds will be spent this year on outdoor lighting at the Castle
 - e. “Candle” lights will be put in windows in the Castle, to make the look like Gould House
 - i. ED Martenis was authorized to purchase and install castle lights

- ii. The authority to purchase the lights was given to Albert
- iii. Motion by Commissioner Osika, second by Commissioner Erickson ayes all, motion approved.

Review approved 2020-21 fiscal year budget vs. actual income and expenses – Albert
ED Martenis reviewed the fiscal year performance to date, no questions

Review check register(s): Executive Director Martenis reviewed the check register; there were no questions

Visitor comments: none – no visitors

Commissioner comments: Commissioner Adams discussion: Executive Director Martenis to include the Zoom link on first page of meeting package for December meeting and beyond, and the meeting package will be posted on the City web site prior to the meeting. This will allow the public to participate in the OHC meetings.

Commissioner Erickson thanked City Manager Henne for framing the best- and worst-case scenarios regarding the 2020/2021 financial performance.

Commissioner Acton provided the background on the OHC and the non-profit 501c3 Castle City Museums (CCM) including the fact that the (CCM) is and “arm” of the OHC. A motion was made by Commissioner Wilson, seconded by Commissioner Adams to make the OHC and the CCM Board the same people (does not apply to the election of officers of the 501c3. Dave will “roll out” the CCM materials starting in January (the 501c3 is a federally approved nonprofit organization).

Executive Director report: ED Martenis stated that he is working on the things needed to be ready to reopen the Castle by January 21 and is working with Dave on a “results table” for all 2021 activities.

Committee Reports:

1. Facilities – Mark:
 - a. Quotes for Gould House architecture work (CIP)
 - i. Quote from Mayotte group, Team Design, and Jed Dingens due 11/21
 - b. Quotes for Castle electrical work (critical path for re-opening Castle)
 - i. Quote from Ludington and NSE received, waiting on Meyer
 - c. Quotes on Castle furnaces
 - i. Bid (over \$10,000) from Lamphere in for two furnaces – need two more
 - ii. Could separate the package by furnace to keep the packages to three quotes
 - iii. The bids also include two new water heaters
2. Historic Assets – Gary:
 - a. Shared a PowerPoint about his program; it will be included in the December meeting packet
3. Finance – Dave:
 - a. The finance update was covered in the discussion with Nathan above
4. Governance – Dave:
 - a. Update on by-law changes to open Commission seats
 - b. Vice-Chair presented a by-law update
 - c. Final approval will be sought at the December OHC meeting and then the update will be sent to the City Council for final approval
5. Volunteers – TBD
6. Archiving/Cataloging – Steve: no update due to Steve’s absence
7. Education – Sarah: no update due to COVID

Visitor Comments: no visitors, none

Commissioner Comments: none

Adjourn: motion by Commissioner Adams, second by Commissioner Wilson, ayes all, meeting adjourned at 8:09 p.m.

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 297 HISTORICAL FUND							
10/01/2020			297-000-101.200 CASH - CHEMICAL BANK		BEG. BALANCE		5,573.46
10/01/2020	GJ	JE	PYMT DUE FROM GF TO HISTORICAL FUND	11091	5,749.09		11,322.55
10/02/2020	CD	CHK	SUMMARY CD 10/02/2020			309.28	11,013.27
10/03/2020	GJ	JE	HISTORICAL PAY PPE 10/03/20	11114	247.00		11,260.27
10/05/2020	CR	RCPT	MICHELLE GRAZIER RENT	520115	500.00		11,760.27
10/08/2020	PR	CHK	SUMMARY PR 10/08/2020			247.00	11,513.27
10/16/2020	CD	CHK	SUMMARY CD 10/16/2020			402.06	11,111.21
10/16/2020	CR	RCPT	NICK SEABASTY RENT	521771	338.70		11,449.91
10/22/2020	PR	CHK	SUMMARY PR 10/22/2020			235.79	11,214.12
10/22/2020	GJ	JE	HISTORICAL PAY PPE 10/17/20	11151	235.79		11,449.91
10/30/2020	CD	CHK	SUMMARY CD 10/30/2020			2,461.34	8,988.57
10/31/2020	GJ	JE	OCTOBER BANK INTEREST	11133	0.10		8,988.67
10/31/2020			297-000-101.200	END BALANCE	7,070.68	3,655.47	8,988.67
10/01/2020			297-000-101.250 CASH		BEG. BALANCE		28,471.12
10/31/2020			297-000-101.250	END BALANCE	0.00	0.00	28,471.12
10/01/2020			297-000-102.100 CASH - RESTRICTED S.C.		BEG. BALANCE		21,222.55
10/31/2020	GJ	JE	INTEREST	11130	10.64		21,233.19
10/31/2020			297-000-102.100	END BALANCE	10.64	0.00	21,233.19
10/01/2020			297-000-103.000 IMPREST PETTY CASH		BEG. BALANCE		100.00
10/31/2020			297-000-103.000	END BALANCE	0.00	0.00	100.00
10/01/2020			297-000-214.101 DUE TO GENERAL FUND		BEG. BALANCE		5,749.09
10/01/2020	GJ	JE	PYMT DUE FROM GF TO HISTORICAL FUND	11091		5,749.09	0.00
10/01/2020	GJ	JE	BUDGETED TRANSFER - OCTOBER 2020	11113	3,333.33		3,333.33
10/03/2020	GJ	JE	HISTORICAL PAY PPE 10/03/20	11114		247.00	3,086.33
10/17/2020	GJ	JE	BUDGETED TRANSFER PPE 10/17/20	11115	235.79		3,322.12
10/22/2020	GJ	JE	HISTORICAL PAY PPE 10/17/20	11151		235.79	3,086.33
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124		202.62	2,883.71
10/31/2020	GJ	JE	DPW LABOR ALLOCATION	11127		262.04	2,621.67
10/31/2020	GJ	JE	DPW FRINGE BENEFIT ALLOCATION	11128		211.02	2,410.65
10/31/2020	GJ	JE	EQUIPMENT RENTAL	11129		145.32	2,265.33
10/31/2020			297-000-214.101	END BALANCE	3,569.12	7,052.88	2,265.33
10/01/2020			297-000-255.200 RENT DEPOSITS		BEG. BALANCE		(350.00)
10/31/2020			297-000-255.200	END BALANCE	0.00	0.00	(350.00)
10/01/2020			297-000-257.000 ACCRUED WAGES PAYABLE		BEG. BALANCE		(342.46)
10/31/2020			297-000-257.000	END BALANCE	0.00	0.00	(342.46)
10/01/2020			297-000-366.000 RESTRICTED FUND BALANCE		BEG. BALANCE		(55,265.24)
10/31/2020			297-000-366.000	END BALANCE	0.00	0.00	(55,265.24)
10/01/2020			297-000-664.664 INTEREST INCOME		BEG. BALANCE		(0.23)
10/31/2020	GJ	JE	INTEREST	11130		10.64	(10.87)
10/31/2020	GJ	JE	OCTOBER BANK INTEREST	11133		0.10	(10.97)
10/31/2020			297-000-664.664	END BALANCE	0.00	10.74	(10.97)
10/01/2020			297-000-664.668 RENTAL INCOME		BEG. BALANCE		(2,250.00)
10/05/2020	CR	RCPT	MICHELLE GRAZIER RENT	520115		500.00	(2,750.00)
10/16/2020	CR	RCPT	NICK SEABASTY RENT	521771		338.70	(3,088.70)
10/31/2020			297-000-664.668	END BALANCE	0.00	838.70	(3,088.70)
10/01/2020			297-000-671.679 DONATIONS:HOME TOUR		BEG. BALANCE		(725.00)
10/31/2020			297-000-671.679	END BALANCE	0.00	0.00	(725.00)
10/01/2020			297-000-695.101 GENERAL FUND TRANSFER		BEG. BALANCE		(9,999.99)
10/01/2020	GJ	JE	BUDGETED TRANSFER - OCTOBER 2020	11113		3,333.33	(13,333.32)
10/17/2020	GJ	JE	BUDGETED TRANSFER PPE 10/17/20	11115		235.79	(13,569.11)
10/31/2020			297-000-695.101	END BALANCE	0.00	3,569.12	(13,569.11)
10/01/2020			297-797-702.200 WAGES		BEG. BALANCE		1,538.43
10/08/2020	PR	CHK	SUMMARY PR 10/08/2020		229.46		1,767.89
10/22/2020	PR	CHK	SUMMARY PR 10/22/2020		219.03		1,986.92
10/31/2020			297-797-702.200	END BALANCE	448.49	0.00	1,986.92
10/01/2020			297-797-715.000 SOCIAL SECURITY (FICA)		BEG. BALANCE		117.70
10/08/2020	PR	CHK	SUMMARY PR 10/08/2020		17.54		135.24
10/22/2020	PR	CHK	SUMMARY PR 10/22/2020		16.76		152.00

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
			297-797-715.000 SOCIAL SECURITY (FICA)				(Continued)
10/31/2020			297-797-715.000	END BALANCE	34.30	0.00	152.00
10/01/2020			297-797-717.000 UNEMPLOYMENT INSURANCE				BEG. BALANCE 0.00
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124	0.92		0.92
10/31/2020			297-797-717.000	END BALANCE	0.92	0.00	0.92
10/01/2020			297-797-728.000 OPERATING SUPPLIES				BEG. BALANCE 0.00
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124	17.00		17.00
10/31/2020			297-797-728.000	END BALANCE	17.00	0.00	17.00
10/01/2020			297-797-801.000 PROFESSIONAL SERVICES: ADMINIS				BEG. BALANCE 9,421.00
10/30/2020	AP	INV	ALBERT W MARTENIS III	3031	2,250.00		11,671.00
			NOV 2020-HISTORICAL DIRECTOR SERVICE				
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124	37.50		11,708.50
10/31/2020			297-797-801.000	END BALANCE	2,287.50	0.00	11,708.50
10/01/2020			297-797-810.000 INSURANCE & BONDS				BEG. BALANCE 955.68
10/31/2020			297-797-810.000	END BALANCE	0.00	0.00	955.68
10/01/2020			297-798-719.000 WORKERS' COMPENSATION				BEG. BALANCE 42.00
10/31/2020			297-798-719.000	END BALANCE	0.00	0.00	42.00
10/01/2020			297-798-728.000 OPERATING SUPPLIES				BEG. BALANCE 0.00
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124	45.71		45.71
10/31/2020			297-798-728.000	END BALANCE	45.71	0.00	45.71
10/01/2020			297-798-810.000 INSURANCE & BONDS				BEG. BALANCE 534.88
10/31/2020			297-798-810.000	END BALANCE	0.00	0.00	534.88
10/01/2020			297-798-820.000 UTILITIES				BEG. BALANCE 434.23
10/02/2020	AP	INV	OWOSSO-WATER FUND	6/16/20-9/22/20	94.56		528.79
			226 CURWOOD CASTLE DR				
10/16/2020	AP	INV	CONSUMERS ENERGY	201718420427	79.17		607.96
			224 CURWOOD CASTLE DR				
10/16/2020	AP	INV	DAYSTARR COMMUNICATIONS	203050038	77.22		685.18
			NOVEMBER 2020-CURWOOD CASTLE PHONE A				
10/30/2020	AP	INV	ENGINEERED PROTECTION SYSTEMS INC	S712354	116.00		801.18
			SERVICE CALL AT CURWOOD CASTLE				
10/31/2020			297-798-820.000	END BALANCE	366.95	0.00	801.18
10/01/2020			297-798-831.000 BUILDING MAINTENANCE				BEG. BALANCE 585.00
10/31/2020	GJ	JE	HISTORICAL EXPENSES PD BY GF	11124	101.49		686.49
10/31/2020			297-798-831.000	END BALANCE	101.49	0.00	686.49
10/01/2020			297-799-810.000 INSURANCE & BONDS				BEG. BALANCE 534.88
10/31/2020			297-799-810.000	END BALANCE	0.00	0.00	534.88
10/01/2020			297-799-820.000 UTILITIES				BEG. BALANCE 498.39
10/02/2020	AP	INV	DAYSTARR COMMUNICATIONS	202742049	28.32		526.71
			OCT 20-GOULD HOUSE PHONE				
10/02/2020	AP	INV	OWOSSO-WATER FUND	6/16/20-9/22/20	186.40		713.11
			515 N WASHINGTON ST				
10/16/2020	AP	INV	CONSUMERS ENERGY	205100086648	75.67		788.78
			515 N WASHINGTON ST				
10/16/2020	AP	INV	DAYSTARR COMMUNICATIONS	203050183	50.00		838.78
			NOVEMBER 2020-GOULD HOUSE INTERNET S				
10/30/2020	AP	INV	DAYSTARR COMMUNICATIONS	203052049	28.32		867.10
			NOVEMBER 2020-GOULD HOUSE PHONE SERV				
10/30/2020	AP	INV	SPECIALTY SALVAGE LLC	11/1/20-1/31/21	44.97		912.07
			GOULD HOUSE TRASH SERVICE				
10/31/2020			297-799-820.000	END BALANCE	413.68	0.00	912.07
10/01/2020			297-799-831.000 BUILDING MAINTENANCE				BEG. BALANCE 812.30
10/16/2020	AP	INV	NO MOW PROBLEMS LAWN CARE	2108	120.00		932.30
			SEPTEMBER 2020-GOULD HOUSE LAWN MOWI				
10/31/2020	GJ	JE	DPW LABOR ALLOCATION	11127	262.04		1,194.34
10/31/2020	GJ	JE	DPW FRINGE BENEFIT ALLOCATION	11128	211.02		1,405.36
10/31/2020	GJ	JE	EQUIPMENT RENTAL	11129	145.32		1,550.68
10/31/2020			297-799-831.000	END BALANCE	738.38	0.00	1,550.68
10/01/2020			297-799-856.000 MISCELLANEOUS				BEG. BALANCE 0.00
10/30/2020	AP	INV	THE ARGUS-PRESS	84189	22.05		22.05
			AD FOR GOULD HOUSE APT.				
10/31/2020			297-799-856.000	END BALANCE	22.05	0.00	22.05
10/01/2020			297-800-831.000 BUILDING MAINTENANCE				BEG. BALANCE 87.00

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
297-800-831.000 BUILDING MAINTENANCE					(Continued)		
10/31/2020			297-800-831.000	END BALANCE	0.00	0.00	87.00
TOTAL FOR FUND 297 HISTORICAL FUND					15,126.91	15,126.91	7,744.79
Fund 298 HISTORICAL SITES FUND							
10/01/2020			298-000-101.200 CASH - CHEMICAL BANK		BEG. BALANCE		230,607.31
10/15/2020	GJ	JE	CFT SUMMER TAX DISTRIBUTION	11103	93.20		230,700.51
10/15/2020	GJ	JE	OPRA SUMMER TAX DISTRIBUTION	11104	23.80		230,724.31
10/15/2020	GJ	JE	IFT SUMMER TAX DISTRIBUTION	11105	762.36		231,486.67
10/15/2020	GJ	JE	SEPT 16-30 TAX COLLECTION	11106	1,181.03		232,667.70
10/29/2020	GJ	JE	OCTOBER 1-15 TAX COLLECTION	11112	342.72		233,010.42
10/31/2020			298-000-101.200	END BALANCE	2,403.11	0.00	233,010.42
10/01/2020			298-000-401.403 GENERAL PROPERTY TAX		BEG. BALANCE		(115,665.26)
10/15/2020	GJ	JE	CFT SUMMER TAX DISTRIBUTION	11103		93.20	(115,758.46)
10/15/2020	GJ	JE	OPRA SUMMER TAX DISTRIBUTION	11104		23.80	(115,782.26)
10/15/2020	GJ	JE	IFT SUMMER TAX DISTRIBUTION	11105		761.31	(116,543.57)
10/15/2020	GJ	JE	SEPT 16-30 TAX COLLECTION	11106		1,159.70	(117,703.27)
10/29/2020	GJ	JE	OCTOBER 1-15 TAX COLLECTION	11112		334.19	(118,037.46)
10/31/2020			298-000-401.403	END BALANCE	0.00	2,372.20	(118,037.46)
10/01/2020			298-000-401.445 INTEREST & PENALTIES ON TAXES		BEG. BALANCE		(66.95)
10/15/2020	GJ	JE	IFT SUMMER TAX DISTRIBUTION	11105		1.05	(68.00)
10/15/2020	GJ	JE	SEPT 16-30 TAX COLLECTION	11106		21.33	(89.33)
10/29/2020	GJ	JE	OCTOBER 1-15 TAX COLLECTION	11112		8.53	(97.86)
10/31/2020			298-000-401.445	END BALANCE	0.00	30.91	(97.86)
10/01/2020			298-000-664.664 INTEREST INCOME		BEG. BALANCE		(4.73)
10/31/2020			298-000-664.664	END BALANCE	0.00	0.00	(4.73)
TOTAL FOR FUND 298 HISTORICAL SITES FUND					2,403.11	2,403.11	114,870.37

PERIOD ENDING 10/31/2020

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 297 - HISTORICAL FUND						
Revenues						
Dept 000 - REVENUE						
297-000-600.600	SALES	4,500.00	0.00	0.00	4,500.00	0.00
297-000-664.664	INTEREST INCOME	150.00	10.97	10.74	139.03	7.31
297-000-664.668	RENTAL INCOME	14,400.00	3,088.70	838.70	11,311.30	21.45
297-000-671.675	DONATIONS-PRIVATE	15,000.00	0.00	0.00	15,000.00	0.00
297-000-671.679	DONATIONS:HOME TOUR	0.00	725.00	0.00	(725.00)	100.00
297-000-695.101	GENERAL FUND TRANSFER	40,000.00	13,569.11	3,569.12	26,430.89	33.92
297-000-695.699	APPROPRIATION OF FUND BALANCE	8,504.00	0.00	0.00	8,504.00	0.00
Total Dept 000 - REVENUE		82,554.00	17,393.78	4,418.56	65,160.22	21.07
TOTAL REVENUES		82,554.00	17,393.78	4,418.56	65,160.22	21.07
Expenditures						
Dept 797 - HISTORICAL COMMISSION						
297-797-702.200	WAGES	12,941.00	1,986.92	448.49	10,954.08	15.35
297-797-702.400	WAGES - TEMPORARY	12,941.00	0.00	0.00	12,941.00	0.00
297-797-715.000	SOCIAL SECURITY (FICA)	1,980.00	152.00	34.30	1,828.00	7.68
297-797-717.000	UNEMPLOYMENT INSURANCE	40.00	0.92	0.92	39.08	2.30
297-797-719.000	WORKERS' COMPENSATION	80.00	0.00	0.00	80.00	0.00
297-797-728.000	OPERATING SUPPLIES	300.00	17.00	17.00	283.00	5.67
297-797-728.200	SUPPLIES-HISTORIC COLLECTION	350.00	0.00	0.00	350.00	0.00
297-797-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	30,272.00	11,708.50	2,287.50	18,563.50	38.68
297-797-810.000	INSURANCE & BONDS	1,250.00	955.68	0.00	294.32	76.45
297-797-856.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
297-797-869.000	PROMOTION	1,000.00	0.00	0.00	1,000.00	0.00
297-797-870.000	EXHIBITIONS	1,200.00	0.00	0.00	1,200.00	0.00
297-797-974.000	SYSTEM IMPROVEMENTS	500.00	0.00	0.00	500.00	0.00
Total Dept 797 - HISTORICAL COMMISSION		63,354.00	14,821.02	2,788.21	48,532.98	23.39
Dept 798 - CASTLE						
297-798-719.000	WORKERS' COMPENSATION	0.00	42.00	0.00	(42.00)	100.00
297-798-728.000	OPERATING SUPPLIES	500.00	45.71	45.71	454.29	9.14
297-798-810.000	INSURANCE & BONDS	700.00	534.88	0.00	165.12	76.41
297-798-820.000	UTILITIES	5,000.00	801.18	366.95	4,198.82	16.02
297-798-831.000	BUILDING MAINTENANCE	2,000.00	686.49	101.49	1,313.51	34.32
297-798-856.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
Total Dept 798 - CASTLE		8,700.00	2,110.26	514.15	6,589.74	24.26
Dept 799 - GOULD HOUSE						
297-799-810.000	INSURANCE & BONDS	700.00	534.88	0.00	165.12	76.41
297-799-820.000	UTILITIES	4,300.00	912.07	413.68	3,387.93	21.21
297-799-831.000	BUILDING MAINTENANCE	2,000.00	1,550.68	738.38	449.32	77.53
297-799-831.200	BLDG MAINTENANCE-RENTAL	1,500.00	0.00	0.00	1,500.00	0.00
297-799-856.000	MISCELLANEOUS	1,000.00	22.05	22.05	977.95	2.21
Total Dept 799 - GOULD HOUSE		9,500.00	3,019.68	1,174.11	6,480.32	31.79

PERIOD ENDING 10/31/2020

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	10/31/2020	MONTH 10/31/2020	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 297 - HISTORICAL FUND						
Expenditures						
Dept 800 - COMSTOCK/WOODARD						
297-800-831.000	BUILDING MAINTENANCE	1,000.00	87.00	0.00	913.00	8.70
Total Dept 800 - COMSTOCK/WOODARD		<u>1,000.00</u>	<u>87.00</u>	<u>0.00</u>	<u>913.00</u>	<u>8.70</u>
TOTAL EXPENDITURES		<u>82,554.00</u>	<u>20,037.96</u>	<u>4,476.47</u>	<u>62,516.04</u>	<u>24.27</u>
Fund 297 - HISTORICAL FUND:						
TOTAL REVENUES		82,554.00	17,393.78	4,418.56	65,160.22	21.07
TOTAL EXPENDITURES		<u>82,554.00</u>	<u>20,037.96</u>	<u>4,476.47</u>	<u>62,516.04</u>	<u>24.27</u>
NET OF REVENUES & EXPENDITURES		0.00	(2,644.18)	(57.91)	2,644.18	100.00

PERIOD ENDING 10/31/2020

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL	10/31/2020 (ABNORMAL)	MONTH 10/31/2020 (DECREASE)	BALANCE (ABNORMAL)	
Fund 298 - HISTORICAL SITES FUND							
Revenues							
Dept 000 - REVENUE							
298-000-401.403	GENERAL PROPERTY TAX	139,042.00		118,037.46	2,372.20	21,004.54	84.89
298-000-401.445	INTEREST & PENALTIES ON TAXES	250.00		97.86	30.91	152.14	39.14
298-000-664.664	INTEREST INCOME	700.00		4.73	0.00	695.27	0.68
Total Dept 000 - REVENUE		139,992.00		118,140.05	2,403.11	21,851.95	84.39
TOTAL REVENUES		139,992.00		118,140.05	2,403.11	21,851.95	84.39
Expenditures							
Dept 798 - CASTLE							
298-798-831.000	BUILDING MAINTENANCE	113,000.00		0.00	0.00	113,000.00	0.00
Total Dept 798 - CASTLE		113,000.00		0.00	0.00	113,000.00	0.00
Dept 799 - GOULD HOUSE							
298-799-831.000	BUILDING MAINTENANCE	12,000.00		0.00	0.00	12,000.00	0.00
Total Dept 799 - GOULD HOUSE		12,000.00		0.00	0.00	12,000.00	0.00
TOTAL EXPENDITURES		125,000.00		0.00	0.00	125,000.00	0.00
Fund 298 - HISTORICAL SITES FUND:							
TOTAL REVENUES		139,992.00		118,140.05	2,403.11	21,851.95	84.39
TOTAL EXPENDITURES		125,000.00		0.00	0.00	125,000.00	0.00
NET OF REVENUES & EXPENDITURES		14,992.00		118,140.05	2,403.11	(103,148.05)	788.02
TOTAL REVENUES - ALL FUNDS							
		222,546.00		135,533.83	6,821.67	87,012.17	60.90
TOTAL EXPENDITURES - ALL FUNDS							
		207,554.00		20,037.96	4,476.47	187,516.04	9.65
NET OF REVENUES & EXPENDITURES		14,992.00		115,495.87	2,345.20	(100,503.87)	770.38

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 10 OWOSSO HISTORICAL FUND					
10/02/2020	10	5379	03649	DAYSTARR COMMUNICATIONS	28.32
10/02/2020	10	5380	38695	OWOSSO-WATER FUND	280.96
10/16/2020	10	5381	06674	CONSUMERS ENERGY	154.84
10/16/2020	10	5382	03649	DAYSTARR COMMUNICATIONS	127.22
10/16/2020	10	5383	100120	NO MOW PROBLEMS LAWN CARE	120.00
10/30/2020	10	5384	01718	THE ARGUS-PRESS	22.05
10/30/2020	10	5385	03649	DAYSTARR COMMUNICATIONS	28.32
10/30/2020	10	5386	100167	ENGINEERED PROTECTION SYSTEMS INC	116.00
10/30/2020	10	5387	100277	ALBERT W MARTENIS III	2,250.00
10/30/2020	10	5388	02229	SPECIALTY SALVAGE LLC	44.97

10 TOTALS:

Total of 10 Checks:	3,172.68
Less 0 Void Checks:	0.00
Total of 10 Disbursements:	<u>3,172.68</u>

CASH SUMMARY BY FUND FOR CITY OF OWOSSO
FROM 07/01/2020 TO 11/30/2020
FUND: 297 298
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 07/01/2020	Total Debits	Total Credits	Ending Balance 11/30/2020
297	HISTORICAL FUND	61,820.18	16,884.60	19,643.38	59,061.40
298	HISTORICAL SITES FUND	114,870.37	118,473.10	12.36	233,331.11
	TOTAL - ALL FUNDS	176,690.55	135,357.70	19,655.74	292,392.51

**Owosso Historical Commission (OHC)
and
Castle City Museums (CCM)
Executive Director (ED) Position Description
Updated 12-11-20 and Effective from 1-1-2021 until 6-30-2021
For the purposes of the role description OHC and CCM may be referenced as only "OHC"**

PRIMARY PURPOSES of THIS POSITION:

To provide leadership in the management of a dynamic organization carrying out OHC's and Castle City Museums' Mission, Vision, Core Strategies and Guiding Principles.

To direct and participate in fundraising, marketing, development of strategic vision, collection development, general management, financial management and fostering community constituent/volunteer/board/city relations of the following museums and collections:

- Curwood Castle Writing and Conservation Studio Museum
- Comstock Pioneer Cabin
- Woodard Paymaster Building
- Amos Gould House
- Ivan Conger Archive Room
- Historical Collections Archives

To manage the museums and collections according to the following four competencies:

- Museum Stewardship
- Exhibitions & Special Events
- Education & Community Outreach
- Archiving, Collections Management and Acquisitions

SUPERVISION:

The functional supervisor will be the OHC Chair or a designee of the OHC Chair; the OHC Chair and the CCM Board Chair are the same person and the OHC members are the same as the CCM Board members.

The administrative supervisor will be the Owosso City Manager.

DESCRIPTION OF WORK – ESSENTIAL FUNCTIONS:

This is an independent contractor (fee for service (1099)) non-full-time position with the City of Owosso.

The ED will fulfill this position description on a line-by-line basis.

If there are role changes requested of or by the ED, OHC or the CCM Board, by mutual agreement, this position description may be updated at any time.

If applicable, the results/plans table will be updated to align with the position description.

The ED will lead the fulfillment of OHC's and the CCM's Board results table on a line-by-line basis.

The role description combined with the results table will be used for the bi-annual ED appraisal.

The ED will lead the fulfillment of OHC's and CCM Board's vision, mission, strategic objectives, and financial objectives.

The ED will be present and working at the Gould House, Curwood Castle, or elsewhere as agreed upon between the ED and the functional supervisor.

The ED will attend the City Manager's staff meeting upon request of the City Manager.

The ED will be the single point of official communication between the OHC and City staff.

The ED will not attend meetings away from Owosso without approval by the ED's functional supervisor.

The ED will:

Serve as the "tone-setter" and "culture creator and sustainer" for the OHC and CCM.

Constantly represent the positive attributes of the OHC museums, capabilities, history, and plans and assure that OHC paid staff, volunteers, suppliers, and other stakeholders do likewise.

Work closely with the functional supervisor, the OHC and CCM Board, volunteers, and suppliers to develop and implement OHC's and CCM's short-term and long-term strategic objectives and work plans.

Plan and manage the financial affairs and financial performance of the OHC in accordance with OHC's and monthly and annual budgeting goals; this includes increasing OHC's revenues while reducing expenses.

Be constantly aware of, and be able to communicate, the status of OHC's monthly and annual financial goals, and adhere to proper financial procedures and accountability as required by OHC; monthly and ad-hoc reporting of OHC financial performance to the OHC will be required.

Direct and manage the day-to-day operations & maintenance of the OHC museums, including OHC's operating equipment, site appearance, and security.

The ED is not expected or required to do maintenance work; but is not precluded from doing maintenance work while complying with City of Owosso DPW labor contracts.

The ED will assist to procure and oversee the work of contractors doing inside or outside maintenance or restoration work; this oversight will be done in conjunction with the OHC/CCM Facilities Committee; the Facilities Committee will have the lead role.

The ED's role will be to coordinate the work and be accountable to get the work done according to a timetable set by the Facilities Committee and agreed upon by the functional supervisor and the OHC/CCM Board.

The ED will conduct and or participate in tours and presentations as appropriate and as requested by the OHC or the Owosso City Manager.

Develop and implement operating policies that ensure that the museums are operating in the most efficient manner possible.

Develop performance indicators and results measurements to track and report efficiency.

Deal with short-term and long-term issues daily, putting all issues in context, priority, and severity while resolving them effectively.

Will create and maintain a prioritized results/planning list in collaboration with the functional supervisor; this will be shared with the OHC/CCM Board at each meeting.

Develop the agenda, and create meeting packets for, OHC/CCM Board meetings in collaboration with the functional supervisor; the OHC Chair will conduct the meetings. This does not apply to OHC/CCM committee meetings.

Conduct volunteer and other meetings in conjunction with and as directed by the functional supervisor; be able to lead and/or support these meetings and activities as each situation dictates and/or requires. Also, assure that these meetings are conducted to the professional standard set in collaboration with the functional supervisor.

Provide leadership and opportunities for OHC/CCM to be exposed to new trends and ideas in the museum management industry.

Ensure the communication, application, and compliance associated with OHC/CCM's adopted policies and procedures regarding museum operating hours, visitor safety, comfort, accessibility, and all other OHC approved policies and procedures are being continuously adhered to.

Have knowledge of all daily activities being conducted at OHC museums by meeting with the lead docent and others as required each week.

Lead and actively participate in all OHC/CCM growth and capability development activities including volunteer recruitment and selection, fund generation activities, and other related events held and conducted by the OHC and CCM.

Actively support the OHC non-profit arm, Castle City Museums, in its initiatives and activities, including grant applications, capital campaigns and fund acquisition activities such as memberships, sponsorships, etc., as requested and initiated by the OHC/CCM Board.

Provide creative vision and leadership for all OHC programs that are in "implementation mode" including exhibits, research, educational activities, and others as appropriate and/or as directed by the functional supervisor.

Facilitate and forge mutually beneficial alliances with other regional historical organizations. The OHC expects the ED to lead collaboration and cooperation with these organizations. This is based on the concept that a summary result will be greater than the individual organizations can achieve on their own. The OHC vision is to establish a rich culture of historical appreciation throughout the region.

Have knowledge and familiarity with all upcoming OHC onsite activities including facility usage and special events.

Participate in occasional weekend events as requested by the functional supervisor who will present the OHC requests to the ED.

Provide leadership and encouragement for OHC's continued and expanded use of innovative and engaging communications, onsite displays, presentation decks and other marketing collateral.

Have and be able to communicate specific interpretations of OHC/CCM capacity and capabilities as required.

Support educational programs as determined by the functional supervisor and the OHC/CCM Board.

QUALIFICATIONS REQUIRED:

Any combination of education, training, and experience providing the following knowledge, skills, experience, education, and training:

KNOWLEDGE

- Excellent computer, communication, public speaking, public relations, and writing skills.
- Ability and desire to assist in the pursuit of investments and onsite revenue generation, including fundraising principles and techniques.
- Knowledge of the museum industry; must be able to connect with and build cordial and mutually satisfying relationships with a broad variety of individuals, companies, and industries involved in museum curation, museum management theory, exhibition design and installation, and artwork collection, conservation, and preservation.
- Ability to inspire, lead and manage paid staff, volunteers, and suppliers.
- Ability to work closely and effectively with the functional supervisor, OHC/CCM Board, City Manager, City staff, direct report staff members, and volunteers.
- Ability to develop and implement long-range plans, though the role has a daily/monthly routine and focus.

SKILLS

- Effective leader/manager
- Cultivate donations for museums and collections
- Grant writing
- Sound, independent judgment
- Good written and oral communication skill
- Demonstrate creative leadership skills
- Inspire staff, volunteers, and constituents
- Recruit and manage volunteers
- Work well as a member of a team
- Proficiency in Word, Excel, and customer relationship management (CRM) software
- Maintain effective relationships with the various segments of the community
- Model and facilitate a working environment that encourages awareness and respect for differences among employees, volunteers, and citizens

EXPERIENCE, EDUCATION, and TRAINING

Graduation from an accredited college or university with a bachelor's degree in Arts Administration, Art History, Fine Arts, Museum Studies, Humanities OR related workplace experience with a fine arts or business emphasis, and a minimum of five years progressive, professional experience in a related business field including at least two years in a management capacity.

PREFERRED REQUIREMENTS

Pushes pulls or lifts objects up to 50 pounds, may stand for long periods of time.

Working Environment

Indoors and outdoors, with and without heating and cooling, in seasonal and year-round office and museum environment.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
OWOSSO HISTORICAL COMMISSION/CASTLE CITY MUSEUMS
and
ALBERT MARTENIS III**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between Owosso Historical Commission (OHC) and Castle City Museums Board (CCMB), a Michigan municipal corporation and 501(c)3 non-profit organization respectively, both of which have a principal place of business at 301 West Main Street, Owosso, Michigan 48867, and Albert Martenis III, (“Albert”) a Michigan resident which has a principal residency at 718 W. Oliver, Owosso, MI 48867. For purposes of this Agreement, the combined OHC/CCMB will be referred to as “OHC”.

WHEREAS the OHC Board and Albert Martenis III, wish to enter into an independent contractor relationship pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. Term of Agreement.** This Agreement will become effective when signed by both parties; provided, however, that Albert acknowledges and agrees that this Agreement is subject to and conditional upon approval by a majority vote of the Owosso Historical Commission (“OHC”). This Agreement shall begin on 1-1-2021 and end on 6-30-2022 unless terminated prior to 6-30-2022 per Section 13 hereof.
- 2. Services to be Performed.** Albert agrees to provide the services of the Executive Director according to the OHC approved position description and OHC approved results/planning documents provided separately.
 - a. There will be bi-annual ED appraisals, led by the F&G Committee, and conducted by the OHC Chair.
 - b. The appraisal criteria will be the role/job description and the results/planning table line items.
 - c. Both the role/job description and the results/planning table may be updated during the term of this Agreement upon acceptance by of the OHC/CCM Board and the ED and so the role/job description and the results /planning table if effect at the time of the appraisal will be used for the appraisal.

3. Independent Contractor Status. The parties agree that Albert is an independent contractor, and that Albert is not deemed to be an employee of the City of Owosso (City). In his capacity as an independent contractor, Albert agrees to and represents the following:

- a. Albert has the right to perform services for third parties during the term of this Agreement, so long as they do not conflict with the duties that Albert is performing for the OHC hereunder.
- b. The services required hereunder must be performed to the satisfaction of the OHC; provided, however, that the means, manner, and method by which the services will be performed will be determined by the OHC-assigned functional supervisor.
- c. The services required by this Agreement shall be performed by Albert, and the OHC shall not hire, supervise, or pay any assistants to help Albert.
- d. Albert shall receive coaching and mentoring from the OHC-named functional supervisor in

the professional skills necessary to perform the services required by this Agreement.

- e. Albert shall be required by the OHC to devote less than full time to the performance of the roles and services defined in the role description attached to this Agreement.

The parties acknowledge and agree that the OHC is entering into this Agreement with reliance on the representations made by Albert relative to his independent contractor status.

4. Payment. In consideration for all the services to be performed by Albert beginning 1-1-2021 and ending 12-31-2021, the City agrees to pay Albert the total sum of \$48,000.00 according to the following payment schedule: \$3800.00 on 1-1-2021 and \$2600.00 per month beginning on 2-1-2021 and ending on 6-1-2022.

The OHC will not:

- a. Withhold FICA (Social Security and Medicare taxes) from Albert's payments or make FICA payments on Albert's behalf, or
- b. Make state or federal unemployment compensation contributions on Albert's behalf or withhold state or federal income tax from Albert's payments.
- c. Albert is responsible for all taxes incurred while performing services under this Agreement.

5. Expenses, Materials, Services and Benefits. The OHC will provide Albert with workspace, office supplies, and such other services that the OHC determines are necessary for Albert to perform the services required hereunder. Albert shall be responsible for all other expenses relating to providing the services required under this Agreement and shall furnish all materials, equipment and supplies used to provide such services, including license fees, memberships and dues, uniforms and meals. Albert will not be entitled to reimbursement of out-of-pocket expenses relating to the services required under this Agreement unless reimbursement is approved in writing by the OHC Chairperson in advance.

6. Permits and Licenses. Albert represents that he has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

7. Fringe Benefits. Albert understands that he is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

8. Unemployment Compensation. The City shall make no state or federal unemployment compensation payments on behalf of Albert. Albert will not be entitled to these benefits in connection with work performed under this Agreement. If Albert files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Albert shall be deducted from and be an offset against the amount of compensation due and payable to Albert by the OHC under this Agreement.

9. Entire Agreement. This is the entire Agreement between Albert and the OHC. This Agreement may be modified only by a writing signed by both parties.

10. Applicable Law. This Agreement will be governed by the laws of the State of Michigan (but any provision of Michigan law shall not apply if the application of such provision would result in the application of the law of a state or jurisdiction other than Michigan).

11. Assignment and Delegation. Albert may not assign or subcontract any rights or obligations

under this Agreement without the OHC's prior written approval. Albert may not designate anyone other than himself to perform the services required hereunder without the OHC's prior written consent.

12. No Partnership. This Agreement does not create a partnership relationship. Albert does not have authority to enter contracts on the OHC's behalf.

13. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon thirty (30) days advance written notice. Upon termination, Albert will return all materials and equipment provided by the OHC under this Agreement.

14. Compliance with Other Agreements. Albert represents and warrants that the execution of this Agreement by it and its performance of its obligations hereunder will not conflict with, or result in the breach of any provision of, or the termination of, or constitute a default under, any agreement to which Albert is a party or by which Albert is or may be bound.

15. Nondiscrimination. The parties agree that this Agreement will not be interpreted or enforced in a manner, which discriminates based on race, religion, sex, age, national origin, sexual orientation, or disability.

16. Binding Arbitration. Any controversy or claim arising out of or relating in any way to this Agreement shall be settled exclusively by arbitration administered by the American Arbitration Association ("AAA") under its then-current National Rules for the Resolution of Employment Disputes, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This Agreement to submit to binding arbitration specifically includes, but is not limited to, all claims that this Agreement has been interpreted or enforced in a discriminatory manner. Arbitration shall take place at the AAA office located in Southfield, Michigan. The parties will share equally all administrative charges and arbitrators' fees; provided, however, that, upon the conclusion of the arbitration, the arbitrator shall direct the losing party to reimburse the prevailing party for the prevailing party's actual and reasonable expenses and attorney fees incurred in the arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owosso Historical Commission

David L. Acton, Commission Vice-Chairperson
Date: _____

Albert Martenis III
Date: _____

ATTEST:

Nathaniel Henne, City Manager
Date: _____

OHC 2021 Results/Planning Table (Albert generated)

As of 12-10-20

Priority	Decision Description	Date Completed	Implementation Lead	Comments
B	Turret narrative		Denice:	Creative. Fund Generation. Timed to Castle re-opening.
B	Lower level narrative		Denice:	Creative. Fund Generation. Timed to Castle re-opening.
B	Curwood movie poster "info blips"		Denice:	Creative. Fund Generation. Timed to Castle re-opening.
B	Finalize/approve turret, lower level, and movie poster blips, content submitted by Denice		Albert:	Creative. Fund Generation. Timed to Castle re-opening.
B	Curwood Mini-Documentary		Albert:	Creative. Fund Generation. Timed to Castle re-opening.
B	Public Service Announcement (PSA)		Albert:	Creative. Fund Generation. Timed to Castle re-opening.
B	Finalize/approve turret, lower level, movie poster blips, mini-documentary and public service announcement content		Dave:	Creative. Fund Generation. OHC. Timed to Castle re-opening.
A	2021 Castle re-opening revenue		Dave:	Fund Generation. Finance Committee. Timed to Castle re-opening.
A	Assure accuracy of phone numbers, web searches, click throughs, links, and public POC information		Denice:	Professionalism objective – part of Governance Committee accountability
A	After review, update all info on above listed items as appropriate. Include organizational voicemails, municipal staff communication and press-release(s)		Denice:	Professionalism objective – part of Governance Committee accountability

B	Fall clean up		Dave: Finance, then Mark: Facilities	Albert issue service order to DPW, track date submitted to Deb Hebert, and get notification that work is complete
B	Insect control		Dave: Finance, then Mark: Facilities	Use quotation template and process – Mark write quote document
A	2021 Snow Removal		Dave: Finance, then Mark: Facilities	Albert issue service order to DPW, track date submitted to Deb Hebert, and get notification that snow removal work is complete per specification
A	Write 2021 snow removal specification for Castle and Gould House		Albert:	Creative
C	Spring 2021 clean up implementation		Dave: Finance, then Mark: Facilities	Albert issue service order to DPW, track date submitted to Deb Hebert, and get notification that work is complete
C	Write 2021 Spring cleanup specification		Albert:	Creative
C	Spring 2021 grounds appearance specification implementation		Dave: Finance, then Mark, Facilities	Creative. Different than clean up, but one specification could be used for cleanup and grounds appearance. Implementation could be combination of DPW, Contractor(s), and/or volunteers
C	Budget for fall and spring clean ups, improvements. and snow removal		Dave: Finance committee	Use millage money for improvements (permanent improvements)
A	Gould House and Curwood Castle winter project(s)		Betsy: Inventory (cataloging)	
A	Consolidate all paper documents: files, past marketing, and business materials into one location		Betsy:	Sort, categorize and prepare for scanning
A	Consolidate all loose photography to one location		Betsy:	Sort, categorize, prepare for scanning, stabilize for storage
A	Compilation list (written/photo disruptions) of all furniture, artwork, books, silverware, dishes, misc.		Betsy:	

	linens, and statuary			
A	Create running list of what should be appraised and updated on insurance rider		Betsy:	
A	Admissions & Retail Strategy		Denice:	
A	Public hours/access modification		Albert:	Fund Generation. Plan 2021 opening date <ul style="list-style-type: none"> ○ use conditions list rather than a date
B	Private Guided Tours		Albert:	Creative. Fund Generation. Establish allocated hours and sales goals and tour guide(s).
A	Castle gift shop		Albert:	Creative. Fund Generation. Ornaments, 100-year anniversary keepsake from Bronner's, JOC book compilations, boxed sets and leather roll-up writing kits.
C	2021 Home Tour (Saturday, September 16th, 2021)		Albert:	Creative. Fund Generation. Map out "hybrid version" which means merging recent home tours with the 1996 walking tour which included the communication of historical information while ticket holder walked
C	Create 2021 updated home tour Guide/Ticket		Albert:	Creative. Fund Generation. Hard copy printed or access through mobile application; there will be a balance of exterior viewing and interior access and viewing
C	Arrange for food trucks on Hoddy block for 2021 home tour		Albert:	Creative. Fund Generation.
C	Add guided tour with a price increase over the base price of 2021 home tour		Albert:	Creative. Fund Generation. Tour guides are local historians, community leaders, and/or historic homeowner(s). There may be additional add-ons and special access components added to the guided tour
A	Implement Capital Improvements in 2021		Mark: Facilities Committee	Committee to priorities next quote/bid packages based on submitted Capital Improvement Plan (CIP)
A	Gould House roof		Mark: Facilities Committee	
A	Gould House soffits and gutters		Mark: Facilities Committee	
A	Gould House porches		Mark: Facilities Committee	
C	2021 Maintenance projects		Mark: Facilities Committee	Consider appearance around all properties up to property lines (Gould House, Castle, Comstock Cabin, Paymaster Building)

B	Castle windows and exterior washing		Dave: Finance Committee, then Mark: Facilities Committee	
B	Grant management using CCM 501c3		Albert:	Creative. Fund Generation. Use Linda Beeman and the Finance Committee to decide which grants to apply for. Determine match requirements and required commitments (\$ and time to prepare). Determine which grants have special accessibility advantages and/or requirements.
B	Establish budget for grant management (writing component) and execute contracts for such		Dave: finance committee	
C	2021 Potential Events		Albert:	Creative. Fund Generation. Fall conservation/harvest. Christmas classic conservation theme
A	Communication (Outreach, Publicity)		Albert:	Creative. Fund Generation.
A	Argus: Sally York		Albert:	Creative. Fund Generation.
A	Independent: Karen Mead-Elford		Albert:	Creative. Fund Generation.
A	Tom Manke		Albert:	Creative. Fund Generation.
A	City FB page: Amy Fuller		Albert:	Creative. Fund Generation.
B	OHC social media strategy and pages		Sara: Education Committee	Fund Generation.
C	Events forecast and strategy		Dave: Commission agenda item	Fund Generation. Weddings, showers, parties, meetings. Determine if/when to start. Create streamlined pricing, contract, and access policy documentation.
B	3-year Financial Strategy		Albert:	Creative. Fund Generation. Projections: 2021 home tour and premium package, private tours (year around?), retail sales, admissions, call to action community ask (using public service announcement (PSA), and Curwood mini documentary
C	Forecast and pre-planning for 2022		Dave: Commission agenda item	CIP, Organization improvements, operational improvements
A	501c3 Castle City Museums		Dave; Governance Committee	Operational plan for CCM, Organizational strategy, sustainable funding model for CCM
C	Forecast and pre-planning for 2023		Albert:	Creative. Fund Generation. 100-year castle anniversary, home tour

C	Capital Campaign for a silent movie museum		Dave: Finance Committee	New subcommittee
B	Memberships and sponsorships ala, Shiawassee Arts Council		Albert:	Creative. Fund Generation. In collaboration with the Finance Committee, and new Commissioners recruited to work on the non-profit development and optimization.

Owosso Historical Commission Facilities Committee Meeting (Zoom)

Wednesday, December 2, 2020 at 1:30 PM

Present: Mark Erickson (Chair), Albert Martenis III (ED), Gary Wilson (Commissioner), Phillip Hathway, Josh Adams

Absent: Henry Gillen

Quotes for architectural services for the Gould House repair/restoration were sought from three individuals; Jed Dingens of Dingens Architects, Jeff Peltier of TEaM Design and Todd Gute of Mayotte Group. As of the established deadline of November 21, 2020, TEaM Design and Mayotte Group submitted quotes for consideration. After a careful review of the required work elements defined by the Scope of Services document, the Facilities Committee unanimously selected Mayotte Group to be their recommendation to the Owosso Historical Commission (Motion- Hathaway, Second- Wilson).

Meeting adjourned at 2:00 PM

Mark Erickson (Chair)

SCOPE OF SERVICES

The Owosso Historical Commission (OHC) is seeking a Licensed Architect familiar with historical properties to provide designs and manage contractors to accomplish renovation and restoration of certain elements of the City-owned Amos Gould House property.

The specific work elements for which the architect is to provide designs and project management services are listed below.

Contractor bidding and negotiating services are to be included in the architects' quote.

Specifically, the architectural services the OHC is seeking are related to bidding and negotiating are: evaluating contractor bid packages, negotiating, and managing contractor construction timing, quality, and cost and obtaining suitable contractors needed for the various work elements.

The selected architect will work in collaboration with the Owosso Historical Commission in its entirety; however, the specific point of contact and main collaborator for the architect will be the Commission Facilities Committee Chairperson.

Architects submitting quotes must provide a detailed description of the how they will provide the specific services described in each section below:

- Design element: roof replacement
 - Scope of service: Provide design and project management services for removal and replacement of the existing rubber roof system.
- Design element: soffit and gutter repair and/or replacement
 - Scope of service: Provide design and project management services for new soffits and repair or replacement of the entire gutter system on the Gould House.
 - The soffits and gutter designs must address the current damage and deterioration and the architect must show and explain how the new designs will prevent similar future damage and deterioration.
- Design element: accessibility ramp
 - Scope of Service: Provide design and project management services for the creation and installation of a ramp system to provide handicap accessibility to the front entrance, including all necessary modifications to the existing front porch (facing Oliver Street).
- Design Element: porches repair and/or restoration/replacement
 - Scope of Service: Provide design and project management services for the repair/restoration of the porches on the East and North sides of the building.

Gould House Renovations

11/20

TEaM Design, Architects

PROPOSAL

1888 Ketegawn

Owosso/Mi/48867

teamdesignarch@gmail.com

teamdesignarch.com

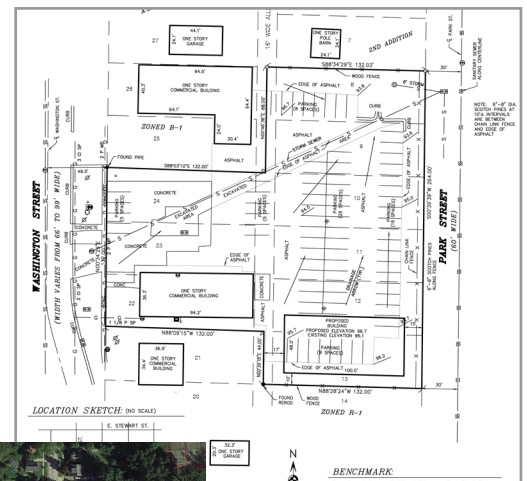
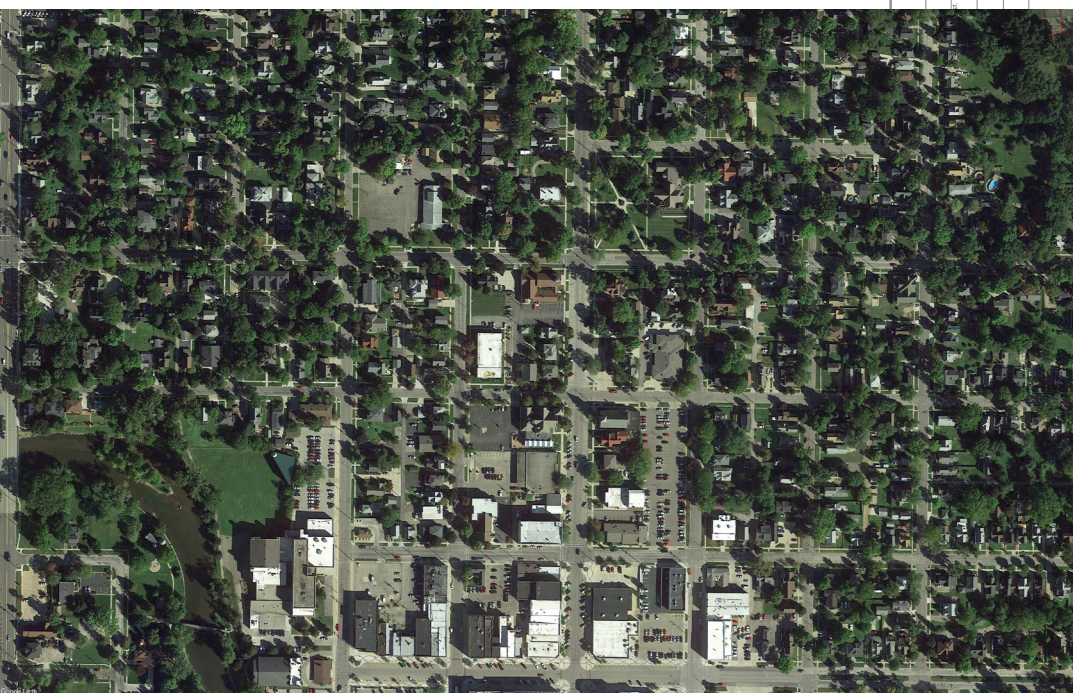
2020



TEaM Design is a full service Architectural/Engineering firm with more than 20 years of experience in a very wide variety of building types. From Industrial to Medical, from site planning to electrical control systems, we have done it all, and we continue to learn every single day. Understanding the complete design and construction process allows us to make good decisions, at the right time, to save owners both time and money. The modern construction process is complex and you should be working with someone who uses the latest tools to develop accurate and useful documentation. With 3D modeling and VR tours we deliver so much more than the typical hard to understand 2D drawings. We provide the confidence and peace of mind that your project is in the best possible hands.

GOULD HOUSE

11/20/2020



Proposal for Architectural Services

Client Information:

Gould House Renovations - Owosso Historic Commission Owosso, MI 48867

Project Summary: The Gould house needs a little help to feel and look it's best. Currently there are four projects proposed that mostly deal with water intrusion and the effect that it has had on historical elements. Fortunately, we really enjoy the detective like investigation that is often required to fix these kinds of issues. We also believe in a belt and suspenders approach when it comes to water. It can be tricky and may not always act predictably.

The final project deals with accessibility issues that will allow the home to be visited by even more people. Doing this in a historic manner could be a real challenge. We are excited to have the opportunity to be of assistance to one of our historic downtown buildings.

Overview and experience

In the past 20 years we have designed over 400 architectural projects from single family homes to multi-million dollar medical facilities. We are proud to be generalists but we do have a special interest in historic housing. We can do this efficiently by breaking every project down to its first principles. As you may know we have done design work on about half of the buildings in downtown Owosso so we are very familiar with the area and this building particular.

We propose for, sequential design phases: Schematic Design, Design Development, Construction Documents, and Construction Administration.

Schematic Design (SD)

During SD, we will create a thorough list of project objectives, measure the affected spaces, draw base plans, develop schematic design options in 2-D and 3-D, and review options with the Owner. The SD phase includes the following steps:

- Programming Meeting: Architect will review a checklist with the Owner to collect complete information regarding desired size, function, and aesthetic of new or renovated spaces.
- Architect will measure existing facility and create base drawings in 2-D and 3-D for use during design.
- Architect will create initial design options and review with Owner in person.

Design Development (DD)

The next step is to refine and revise. Once the Owner selects a design direction, the Architect adds detail and incorporates requested changes. These are then reviewed in-person. The DD phase includes the following steps:

- Architect revises drawings based on Owner feedback from SD phase.
- Architect reviews changes with Owner.



Construction Documents (CD)

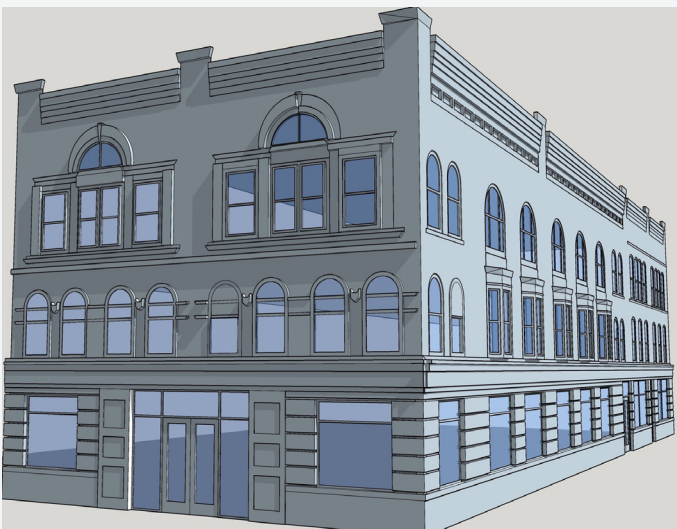
Once preliminary pricing is received, the Owner may wish to adjust the project scope to satisfy budget and time constraints. Changes are incorporated and the final design is detailed. The Architect will develop construction documents in accordance with the building codes and zoning ordinances having jurisdiction. The Architect will decide which drawings are necessary for construction. These will include:

- Site plan
- Ceiling plans
- Mechanical Plans
- Electrical Plans
- Plumbing Plans
- Zoning and code information for permitting
- Door and window details
- Demolition plans
- Materials and fixtures lists
- Floor plans
- Construction details
- 3D Modeling
- Engineering Calculations
- Building and wall Sections
- General notes
- Interior and exterior elevations

Pricing

Once the basic design is developed to the Owner's satisfaction, preliminary pricing may be obtained from professional contractors. During this phase, the Architect produces pricing drawings, assists in contractor selection, distributes drawings, and receives estimates. Pricing drawings include:

- A narrative description of project scope
- Floor plans and 3-D views that describe extent of demolition and new construction
- A list of specific products, fixtures, and materials to be included in the estimate as well as quantities of significant materials such as flooring, counter tops, and tile
- Preliminary MEP and Site engineering
- Instructions for preparation and itemization of estimates to facilitate comparison



Construction Administration

The Architect acts as the Owner's advocate during construction by answering contractor questions, interpreting the construction documents, and assisting with final product, material, and color selections.

CA phase lasts for the duration of construction.

Design Fee

The Architect's fee for each design element is as follows and shall be a lump sum, inclusive, not to exceed fee.

• Roof replacement	\$3,500.00
• Soffit and gutter repair	\$2,800.00
• Accessibility ramp	\$1,800.00
• Porches repair	<u>\$3,500.00</u>
Total design fee	\$11,600.00



Requirements of an Agreement between Owner and Architect

Project Scope

Architect's Responsibilities:

1. The Architect will review the Owner's scope of work, budget, and schedule to reach an understanding of the project requirements.
2. The Architect will field measure and document existing conditions as required.
3. The Architect will assist the Owner in determining what, if any, consulting services are required for the project.
4. The Architect's work is comprised of five (5), sequential design phases which are described in the Proposal for Architectural Services, attached.

Owner's Responsibilities:

1. Provide full information about the objectives, schedule, and constraints of the project. The Architect may rely on the accuracy and completeness of information furnished by the Owner.
2. Furnish information and decisions in a timely manner consistent with the project schedule.
3. Establish a budget with reasonable contingencies that meets project requirements.
4. Furnish consulting services not included in this contract and required for the project such as structural engineering, mechanical engineering, surveying, geotechnical engineering, and environmental testing.
5. Employ a contractor to perform the construction work and provide cost-estimating services as required.
6. The costs associated with any structural modifications, redesign, or repairs required because of unforeseen conditions uncovered during demolition or construction shall be the responsibility of the Owner.

Schedule

1. For the purposes of this contract, the design schedule begins on the effective date of this agreement and ends upon delivery of final construction documents to the Owner. As described herein, the Architect's services may extend beyond this period.
2. The design schedule for the above mentioned scope is approximately ten weeks.
3. The Architect cannot be held accountable for delays to the design schedule caused by unforeseen conditions, regulatory reviews and approvals, changes requested by the Owner beyond the scope of this contract, or other circumstances beyond the Architect's control.

Compensation and Payments

1. Consultants: The Architect will assist the Owner in determining consulting services required for the project. Should a consultant's work require coordination with the Architect's construction documents, such coordination will be performed by the Architect for an additional fee equal to 15% of the consultant's fee. Should the Architect hire a consultant on behalf of the Owner, the Owner will reimburse the Architect for the expense incurred.
2. Additional services: At the request of the Owner, the Architect shall provide services not included herein for additional compensation. Such services may include 3-D renderings or drawings beyond those necessary for design; meetings or letters for regulatory review; coordination or review of changes in the work or contractors' requests for substitutions of materials and systems; extra work required by signature design features or specific products such as Ikea cabinetry; work performed for the purpose of obtaining design approval by historic overlay districts, homeowners' associations, neighborhood design guidelines, and other applicable regulations beyond standard zoning and code compliance; and additional design work related to changes in scope, schedule, or budget. The Architect's fee includes up to eight (8) hours of product selection assistance, up to two (2) hours of paint color planning, and up to two (2) hours of contractor evaluation time.

The Owner may extend these limits by approving the Architect's proposal for additional services. Additional services may be charged as fixed fees or billed at a rate of \$90/hour.

4. Reimbursable expenses: The Architect shall be compensated for reimbursable expenses such as mileage, printed drawings, and postage.

5. No expense beyond the compensation mentioned above (\$0,000.00) will be incurred by the Owner unless the Owner approves a written proposal for additional services from the Architect. No additional services will be performed by the Architect without such written consent.

6. Payments are due and payable upon Owner's receipt of the Architect's invoice. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payments are due at a rate of 3% per month or the maximum rate allowed by law, whichever is less, such rate to be charged on the unpaid balance.

General Conditions

1. The architectural fees, hourly rates, mileage rates, and other fees quoted in this agreement shall be valid for twelve (12) months. The Architect reserves the right to increase these fees if services are required beyond twelve (12) months.

2. The Owner has the right to cancel architectural services at any time for cause or for the Owner's convenience and will be responsible only for payment of services performed up to the date of cancellation (\$90/hour rate times number of unpaid hours). Any cancellation of architectural services shall be done in writing. The Owner shall give at least two (2) weeks advance notice prior to cancellation.

3. If the Owner breaches the terms of this agreement and such breach is not cured within seven (7) days written notice from the Architect, the Architect may stop work and/or terminate this agreement and the Owner shall pay all amounts due to the Architect for its work prior to such stoppage or termination. Further, the Architect shall have any and all other remedies available at law or equity as a result of such breach by Owner. The Architect shall not be responsible for any damages or delays to Owner caused as a result of the stoppage of the Architect's work. In the event of default by the Owner hereunder, the Owner agrees to pay all costs of collection and enforcement incurred by the Architect, including reasonable attorney fees and expenses.

4. Revisions and addendums requested after the issuance of final construction documents will be billed at a rate of \$90/hour, unless such revisions are made necessary by the Architect's error or omission.

5. The Architect shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.

6. The Architect shall not be liable to the Owner for any special, indirect, incidental or consequential damages arising from a breach of this agreement. The liability of the Architect to the Owner for any breach shall be limited to sums paid and/or due and owing by the Owner to the Architect under this agreement.

7. The Architect is an independent contractor and nothing contained in this agreement shall create or be deemed to create an employment, agency, joint venture or partnership relationship between the Architect and the Owner.

8. This document and the attached exhibits and addendums constitutes the entire agreement between the parties relating to the Architect's work on the project. All prior, contemporaneous and preliminary negotiations, understandings, agreements, covenants and representations are merged herein. No representations, warranties or promises pertaining to this agreement have been made by, nor shall be binding upon, either of the parties, except as expressly stated in this agreement. This agreement may not be amended or modified orally, but only by an agreement in writing signed by all parties hereto.

Thank you,

Jeff and Tracey Peltier

GOULD HOUSE

11/20/2020



August 14, 2020

Mr. Mark Erickson
Owosso Historic Commission
Amos Gould House
515 N Washington St.
Owosso, Michigan 48867

Re: Gould House Repair Planning

Dear Mr. Erickson:

MAYOTTEgroup Architects is pleased to present this proposal to provide Professional Services for the planning of repairs to the historic Gould House in Owosso. We understand that the scope of the project is mainly Architectural and will be limited to minor repairs identified in our walk through at the building. Understanding that there is a limited amount of funding available for construction, the projects will be developed as individual tasks that contractors would be able to bid separately. This will allow the Commission to select the affordable priority items to proceed while pausing on other projects awaiting funding. The following is a description of the project as we understand it, a description of the services we intend to provide and a proposed fee for that work.

SCOPE OF SERVICES

1. Roofing Replacement:

The existing low slope roofing will be replaced, the existing shingles on the mansard face will remain. MAYOTTEgroup Architects (MgA) will prepare bid documents for roofing contractors which will include specifications for removal and replacement. We will discuss options with the Owosso Historic Commission; however, our initial expectation will be to use a single ply fully adhered EPDM roof system.

2. Soffit/Eave/Gutter Repairs:

The existing soffit has experienced water damage and requires repair/restoration. MgA will develop a series of sketched details and photograph notations for contractors to provide quotations. Consideration will be given to evaluate the gutter/water collection system to minimize future water damage.

3. Handicapped Ramp:

A new handicapped ramp will be developed to access the front door. This project will include a ramp path development, ramp railing (either match existing or distinctly different), revisions to the front porch and landing. We expect to begin the base of the ramp on the west side of the building with the incline extending south to the west side of the existing porch. We do not expect to alter the columns or porch roofing.

MAYOTTEgroup

Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect, Architect's employees, and consultants directly related to the Project, as listed below:

1. Transportation requested by the Client in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. Fees paid by MAYOTTEgroup on behalf of the Client for securing approval of authority having jurisdiction over the Project such as but not limited to plan review fees;
3. Reproductions, black/white copies/prints, and color copies/prints and plots, standard form documents, postage, shipping, handling, and delivery of Instruments of Service;
4. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client;
5. Renderings, models, and mock-ups, as requested by the Client;
6. Other similar direct Project-related expenditures.

For Reimbursable Expenses as described above, the compensation for the expenses incurred by the Architect, and the Architect's employees and consultants shall be invoiced at cost in addition to the above fee.

This proposal is based upon the information provided to MAYOTTEgroup Architects by the Client and is valid for 90 days, subject to annual rate increases.

Examples of items not a part of MAYOTTEgroup Architects' proposal includes, but is not limited to the following:

1. Change in project scope.
2. Changes to the contract documents made after the completion of contract documents, including value engineering. Changes will be made as an additional service; MAYOTTEgroup Architects will provide these changes on a time and materials basis. Professional Services will be performed on an hourly rate basis at the current hourly rate of the personnel assigned to the work of the Project.
3. Site, Civil, Structural, Mechanical, Electrical, and Plumbing Engineering by others.
4. Printing and reproduction costs.
5. Variances to ordinances or codes.
6. Permit and application fees.
7. Renderings and/or models.
8. Fire suppression design.
9. Design related to utilities such as sanitary sewer, water main, gas, plumbing, mechanical, electric transmission, telephone, or cable.
10. Traffic Impact Studies.
11. Geotechnical Engineering.
12. Irrigation design.
13. Signage Design or modifications.
14. Construction Staking or Layout.
15. Generator or UPS power systems.
16. Security, data, phone, and computer networking systems including hardware, wiring, and connections.
17. Hazardous materials identification, removal, etc.
18. Environmental investigations and/or evaluations and recommendations for remediation.
19. Construction Administration Phase Materials Special Inspections and Tests.

MAYOTTEgroup Architects shall submit invoices in 4-week intervals reflecting the time invested in the project during the previous period.

Additional services, as authorized by the Client and incurred during the course of the project, will be invoiced on an hourly basis in accordance with MAYOTTEgroup's Current Hourly Rate Schedule. Additional services performed by outside consultants, if necessary and authorized by the Client, shall be invoiced at cost times a multiplier of (1.10).

Thank you for the opportunity to submit this proposal. If you should have any questions or concerns, please do not hesitate to contact me. Please indicate your acceptance of this proposal by signing and dating below and returning a copy to our office.

Respectfully Submitted,



Todd S. Gute, AIA, LEED® AP
Principal

Enclosures: Current Hourly Rate Schedule
Terms and Conditions

Accepted by _____

Date _____

Title _____

CURRENT HOURLY RATE SCHEDULE

Principal/Architect	130.00/Hour
Principal/Sr. Interior Designer	120.00
Project Architect	110.00
Project Manager	100.00
Senior Project Technician	85.00
Architectural Tech III	90.00
Architectural Tech II	85.00
Architectural Tech I	80.00
Interior Designer	80.00
Intern	60.00
Administrative	50.00

(Effective January 1, 2020)

Terms and Conditions

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contracts, subcontractors, subconsultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on four-week intervals. Invoices shall be payable within 10 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$7,080 whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.