

**REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
June 6, 2012 – 7:30 am.**

MEETING CALLED TO ORDER at 7:32 a.m. by Chairman Dave Acton.

ROLL CALL was taken by Recording Secretary Marty Stinson.

MEMBERS PRESENT: Chairman Dave Acton; Vice Chair Barb Bucsi (arrived 7:34 am); Treasurer James Demis; Secretary Alaina Kraus; Authority Members Bill Gilbert (arrived 7:34 am), Dawn Gonyou, Mistie Jordan, and Lance Omer.

MEMBERS ABSENT: Authority Member Ben Frederick.

OTHERS PRESENT: Heather Rivard, DDA / Owosso Main Street Manager; Adam Zettel, Assistant City Manager and Director of Community Development and Kathleen Priest, Grant Writer.

Chairman Acton proposed the Business Items be kept to 50 minutes which means five minutes per Business Item to allow sufficient time for the Closed Session.

AGENDA:

MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE AGENDA FOR JUNE 6, 2012.

YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES FOR THE MEETING OF MAY 15, 2012.

YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

Kathleen Priest introduced herself. She has resources development experience and has worked with county programs. She is a grant writing expert per Chairman Acton who is happy to volunteer for the Owosso Main Street.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL

CHECK REGISTER FOR CITY OF OWOSSO DDA
CHECK DATE FROM 04/27/2012 - 05/31/2012

Check Date	Check	Vendor Name	Description	Amount
05/08/2012	118410	DAVE ACTON	DDA-NATIONAL MAIN STREET CONFERENCE	900.00
05/08/2012	118417	CONNECTIC MARKETING	DDA-VOLUNTEER PLACEMAT	22.00
05/08/2012	118431	AUBREY ANNE GRANT	DDA-MARKET MASTER SERVICES	728.57
05/08/2012	118434	HANKERD SPORTSWEAR	DDA-TOTE BAGS (144) YARD SIGNS (20)	448.00
05/08/2012	118434	HANKERD SPORTSWEAR	DDA-FARMERS MARKET SIGN BANNERS	90.00
05/08/2012	118442	KELLY'S REFUSE	DDA-TRASH SERVICE FOR DOWNTOWN	562.50
05/08/2012	118446	LUDINGTON ELECTRIC, INC.	DDA-OUTLETS FOR FARMERS MARKET	157.96

Check Date	Check	Vendor Name	Description	Amount
05/08/2012	118452	TRACEY ELIZABETH MERCADO	DDA-MARKET MASTER SERVICES	728.57
05/08/2012	118464	OFFICE DEPOT	DDA-PENS	26.28
05/08/2012	118464	OFFICE DEPOT	DDA-POSTER BOARD	56.12
05/08/2012	118464	OFFICE DEPOT	DDA-MARKERS/TAPE	20.42
05/08/2012	118467	OWOSSO GARDEN CLUB	DDA-FLOWERS FOR BEDS DOWNTOWN	276.50
05/08/2012	118476	HEATHER R RIVARD SHATTUCK SPECIALTY	DDA-DIRECTOR SERVICES	1,384.61
05/08/2012	118480	ADVERTISING SHATTUCK SPECIALTY	DDA-CUSTOM COOLIE (250)	173.80
05/08/2012	118480	ADVERTISING	DDA-MAGNETIC MEMO HOLDER (506)	581.84
05/08/2012	118490	VALLEY LUMBER	DDA-FOUNTAIN REPAIRS	2.65
05/08/2012	118494	WIN'S ELECTRICAL SUPPLY AMERICAN SPEEDY PRINTING	DDA-FARMERS MARKET	42.10
05/18/2012	118501	CENTERS	DDA-POST CARDS/POSTERS	117.00
05/18/2012	118505	HEATHER D BROOKS	DDA-FARMERS MARKET SIGNS (2)	305.00
05/18/2012	118510	CITY OF OWOSSO	DDA-CAPITAL CONT FOR ECON DEV	13,350.00
05/18/2012	118510	CITY OF OWOSSO	DDA-REIMBURSEMENTS	590.68
05/18/2012	118525	FUOSS GRAVEL CO. GILBERT'S TRUE VALUE	DDA-STONE FOR FOUNTAIN	80.46
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-FARMERS MARKET-PAINT	11.18
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-FARMERS MARKET-PAINT	11.98
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-LIGHTS	5.99
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-LIGHTS	29.97
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-FOUNTAIN SUPPLIES	1.90
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-FOUNTAIN SUPPLIES	3.87
05/18/2012	118526	HARDWARE GILBERT'S TRUE VALUE	DDA-FOUNTAIN SUPPLIES	5.31
05/18/2012	118526	HARDWARE	DDA-FOUNTAIN SUPPLIES	14.46
05/18/2012	118538	LUDINGTON ELECTRIC, INC.	DDA-CHAIRMAN LIGHT REPAIRS	73.95
05/18/2012	118538	LUDINGTON ELECTRIC, INC.	DDA-CHAIRMAN LIGHT REPAIRS	83.12
05/18/2012	118546	MY-CAN LLC	DDA-MAY 4, 2012 RENT	75.00
05/18/2012	118557	DAVID PIZZIE	DDA-DJ SERVICES	100.00
05/18/2012	118557	DAVID PIZZIE	DDA-DJ SERVICES	100.00
05/18/2012	118561	HEATHER R RIVARD SHATTUCK SPECIALTY	DDA-DIRECTOR SERVICES	1,384.61
05/18/2012	118569	ADVERTISING	DDA-BRACELETS (100)	27.58
05/08/201	118589	LORRAINE WECKWERT	DDA-FLOWERS FOR BEDS DOWNTOWN	429.52
			Total	<u>23,003.50</u>

Chairman Acton said that in the future they will be putting account numbers on the check register.

MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER OMER TO ACCEPT THE CHECK REGISTER AS PRESENTED. YEAS ALL. MOTION CARRIED.

2. EATON ALLEY APPROVAL

Authority Member Gilbert referred to the memorandum submitted to the board regarding the alley between the Hometown Pharmacy and the nail business on W. Exchange Street. They are trying to

analyze how it can be paid for. The money will come from money still left in the VSCI Grant that was used for the Exchange Street and Washington Street improvements. The alley should cost about \$15,100

DDA / Main Street Director Heather Rivard suggested the project be approved up to \$15,000. It will go through a bidding process.

**MOTION BY BOARD MEMBER GILBERT, SUPPORTED BY BOARD MEMBER BUCSI TO AUTHORIZE THE DESIGN COMMITTEE GO FORWARD WITH THE WORK PLAN AND TO START THE BID PROCESS FOR THE EATON ALLEY NOT TO EXCEED \$15,000 WITH FUNDS TO BE USED FROM THE VSCI GRANT.
YEAS ALL. MOTION CARRIED.**

Board Member Bucsi stated the plan is very attractive.

3. M-21 STREETSCAPE RESEARCH SUBCOMMITTEE

Board Member Gilbert stated this was to authorize a subcommittee to research the finishing of Main Street as Washington and Exchange Street had been done. This would include automatic watering for the flower beds. This research committee may also utilize city personnel and engineering which would lead to a formal presentation.

**MOTION BY BOARD MEMBER GILBERT, SUPPORTED BY BOARD MEMBER BUCSI TO AUTHORIZE A SUBCOMMITTEE TO START RESEARCHING STREETSCAPE PLANS ON M-21 WITH THE INTENTION TO HAVE SOMETHING BACK TO THE BOARD BY AUGUST 31, 2012.
YEAS ALL. MOTION CARRIED.**

Board Member Gilbert mentioned that Beth Kuiper volunteered and designed the plans for the Eaton Alley and that she should be thanked. Board Member Omer suggested that she be recognized at a grand opening or dedication ceremony for Eaton Alley.

4. CONTRACT APPROVAL FOR DEVON REDMOND

Director Rivard stated that Devon Redmond is a graduating high school senior and he comes highly recommended from city staff, Jessica Unangst and Don Luft. He will be watering the flowers along with volunteers this summer. Wages were discussed. Adam Zettel, Assistant City Manager and Director of Community Development mentioned there was a concern of meeting minimum wages with a 15% tax. Board Member Gilbert commented that Devon is happy to be employed and is a great young man.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY AND DEVON REDMOND

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is between the city of Owosso Downtown Development Authority, which has a principal place of business at 301 West Main Street, Owosso, Michigan 48867 ("DDA") and Devon Michael Redmond.

WHEREAS, the DDA and contractor 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 and runs from June 1, 2012 and runs until October 1, 2012.

2. Services to be performed. Contractor agrees to provide the services of Downtown Maintenance. Contractor will water flowers, sweep up debris from the street, and perform other miscellaneous maintenance services.

All matters and questions not covered by this agreement are subject to the decision of DDA director and/or the City of Owosso city manager. The DDA director shall have the authority to promulgate, interpret and enforce all rules and regulations and to make any amendments necessary for the orderly conduct of the Downtown Maintenance Staff.

3. Independent contractor status. The parties agree that contractor is an independent contractor, and that neither contractor nor contractor's employees nor contract personnel are, or shall be deemed to be, employees of the city. In its capacity as an independent contractor, contractor agrees to and represents the following:

- a. Contractor has the right and does fully intend to perform services for third parties during the term of this agreement; so long as they do not conflict with the duties that contractor is performing for the city hereunder.
- b. The services required hereunder must be performed to the satisfaction of the downtown development director; provided, however, that the means, manner, and method by which the services will be performed will be determined by contractor.
- c. The services required by this agreement shall be performed by contractor, or contractor's employees or contract personnel, and the city shall not hire, supervise, or pay any assistants to help contractor.
- e. Neither contractor nor contractor's employees or contract personnel shall be required by corporation to devote full time to the performance of the services required by this agreement.

The parties acknowledge and agree that DDA is entering into this agreement with reliance on the representations made by the contractor relative to its independent contractor status.

3. Payment. In consideration for all of the services to be performed by contractor beginning June 1, 2012, the DDA agrees to pay contractor eight dollars per hour (\$8.00/hr), payable every 2 weeks. Contractor will report hours to the DDA Director.

The DDA will not:

- a. withhold FICA (Social Security and Medicare taxes) from contractor's payments or make FICA payments on contractor's behalf, or
- b. make state or federal unemployment compensation contributions on contractor's behalf, or withhold state or federal income tax from contractor's payments.
- c. Contractor shall pay all taxes incurred while performing services under this agreement, including all applicable income taxes and, if contractor is not a corporation, self-employment (Social Security) taxes. On demand, contractor shall provide the city with proof that such payments have been made.

4. Expenses, materials, services and benefits. The DDA will provide contractor with work space, office supplies, and such other services that the DDA determines are necessary for contractor to perform the services required hereunder. Other than the foregoing, contractor 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 compensation paid and benefits provided to contractor's employees, license fees, memberships and dues, uniforms and meals.

Contractor 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 DDA in advance.

In the regular performance of the market manager duties, as described in Exhibit A, the DDA agreed to indemnify the contractor against any liability or claims made against contractor arising from any damage to property or personal injury or loss caused by the contractor in the normal course of business. Contractor assumes responsibility for contractor and contractor's employees for accident or injury and contractor waives any claims against the DDA or city's workers' disability compensation and general liability insurance policies, as they may exist from time to time.

5. Permits and licenses. Contractor represents that it 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.

6. Fringe benefits. Contractor understands that neither contractor nor contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the DDA.

7. Unemployment compensation. The DDA shall make no state or federal unemployment compensation payments on behalf of contractor or contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by contractor shall be deducted from and be an offset against the amount of compensation due and payable to contractor by the DDA under this agreement.

8. Entire agreement. This is the entire agreement between contractor and the DDA. This agreement may be modified only by a writing signed by both parties.

9. 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).

10. Assignment and delegation. Contractor may not assign or subcontract any rights or obligations under this agreement without the city's prior written approval.

11. No partnership. This agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the DDA's behalf.

12. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon fourteen (14) days advance written notice. Upon termination, contractor will return all materials and equipment provided by the DDA under this agreement.

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

14. Nondiscrimination. The parties agree that this agreement will not be interpreted or enforced in a manner which discriminates on the basis of race, color, creed, religion, sex, age, national origin or disability.

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

For the contractor:

For the Owosso Downtown Development Authority

Date: _____

Date: _____

**MOTION BY BOARD MEMBER GILBERT, SUPPORTED BY BOARD MEMBER JORDAN TO APPROVE THE ABOVE CONTRACT FOR DEVON REDMOND TO WATER THE FLOWERS IN THE DOWNTOWN.
YEAS ALL. MOTION CARRIED.**

5. CONTRACT APPROVAL ARTISAN MARKET

Director Rivard stated that it was suggested to partner with another organization which they did. It's called the "Intersection" and is headed by Marlene Webster. Tracy Peltier is also a partner.

Chairman Acton saw a glaring hole with the contract. We are sharing funds with them and we can't tell who is doing the work. We're dealing with a company and it doesn't say whom we are dealing with directly. This is not a strongly worded contract. The title says Independent Contractor when it is actually an organization we're dealing with. Ms. Rivard drafted the contract. She stated we may have to share \$600 - \$1,000 this season. She has been dealing with the group and is comfortable that this contract states what the "Intersection's" intentions are. Chairman Acton recommended that we go ahead with this contract.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY AND THE INTERSECTION

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is between the city of Owosso Downtown Development Authority, which has a principal place of business at 301 West Main Street, Owosso, Michigan 48867 ("DDA") and The Intersection, an organization whose address is 1865 South M-52 Owosso MI 48867.

WHEREAS, the DDA and contractor 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 and runs from June 1, 2012 and runs until September 7, 2012.

2. Services to be performed. Contractor agrees to provide the services of Artisan Market coordination. The contractor will provide volunteers to partner with Owosso Main Street volunteers to set up the market, run the market, take vendor application, answer questions, conduct marketing for the event, and perform any other services necessary to run the market.

All matters and questions not covered by this agreement are subject to the decision of DDA director and/or the City of Owosso city manager. The DDA director shall have the authority to promulgate, interpret and enforce all rules and regulations and to make any amendments necessary for the orderly conduct of the Downtown Maintenance Staff.

3. Independent contractor status. The parties agree that contractor is an independent contractor, and that neither contractor nor contractor's employees nor contract personnel are, or shall be deemed to be, employees of the city. In its capacity as an independent contractor, contractor agrees to and represents the following:

- a. Contractor has the right and does fully intend to perform services for third parties during the term of this agreement; so long as they do not conflict with the duties that contractor is performing for the city hereunder.
- b. The services required hereunder must be performed to the satisfaction of the downtown development director; provided, however, that the means, manner, and method by which the services will be performed will be determined by contractor.
- c. The services required by this agreement shall be performed by contractor, or contractor's employees or contract personnel, and the city shall not hire, supervise, or pay any assistants to help contractor.
- e. Neither contractor nor contractor's employees or contract personnel shall be required by corporation to devote full time to the performance of the services required by this agreement.

The parties acknowledge and agree that DDA is entering into this agreement with reliance on the representations made by the contractor relative to its independent contractor status.

3. Payment. In consideration for all of the services to be performed by contractor beginning June 1, 2012, the DDA agrees to pay contractor one half of the revenue generated by vendor fees from the market. This will be paid no more than 2 weeks after the close of the market on September 7th.

The DDA will not:

- a. withhold FICA (Social Security and Medicare taxes) from contractor's payments or make FICA payments on contractor's behalf, or
- b. make state or federal unemployment compensation contributions on contractor's behalf, or withhold state or federal income tax from contractor's payments.
- c. Contractor shall pay all taxes incurred while performing services under this agreement, including all applicable income taxes and, if contractor is not a corporation, self-employment (Social Security) taxes. On demand, contractor shall provide the city with proof that such payments have been made.

4. Expenses, materials, services and benefits. The DDA will provide contractor with work space, office supplies, and such other services that the DDA determines are necessary for contractor to perform the services required hereunder. Other than the foregoing, contractor 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 compensation paid and benefits provided to contractor's employees, license fees, memberships and dues, uniforms and meals. Contractor 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 DDA in advance.

In the regular performance of the market manager duties, as described in Exhibit A, the DDA agreed to indemnify the contractor against any liability or claims made against contractor arising from any damage to property or personal injury or loss caused by the contractor in the normal course of business.

Contractor assumes responsibility for contractor and contractor's employees for accident or injury and contractor waives any claims against the DDA or city's workers' disability compensation and general liability insurance policies, as they may exist from time to time.

5. Permits and licenses. Contractor represents that it 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.

6. Fringe benefits. Contractor understands that neither contractor nor contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the DDA.

7. Unemployment compensation. The DDA shall make no state or federal unemployment compensation payments on behalf of contractor or contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by contractor shall be deducted from and be an offset against the amount of compensation due and payable to contractor by the DDA under this agreement.

8. Entire agreement. This is the entire agreement between contractor and the DDA. This agreement may be modified only by a writing signed by both parties.

9. 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).

10. Assignment and delegation. Contractor may not assign or subcontract any rights or obligations under this agreement without the city's prior written approval.

11. No partnership. This agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the DDA's behalf.

12. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon fourteen (14) days advance written notice. Upon termination, contractor will return all materials and equipment provided by the DDA under this agreement.

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

14. Nondiscrimination. The parties agree that this agreement will not be interpreted or enforced in a manner which discriminates on the basis of race, color, creed, religion, sex, age, national origin or disability.

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

For the contractor:

For the Owosso Downtown Development
Authority

Date: _____

Date: _____

MOTION BY BOARD MEMBER BUCSI, SUPPORTED BY BOARD MEMBER GILBERT TO PROCEED WITH THE CONTRACT AS WRITTEN.

YEAS ALL. MOTION CARRIED.

Board Member Omer asked if Director Rivard was comfortable with the contract. Ms. Rivard stated yes. It's a recording of an informed agreement and she takes responsibility for the contract.

6. DOUBLE UP BUCK GRANT ADMINISTRATIVE COSTS

Director Rivard stated that Farmer's Market Co-Managers Tracy Peltier and Aubrey Grant made the application and are managing this grant. We have a check for \$500 for administrative costs coming back to us. Ms. Rivard is suggesting that the check be split and that each manager receive \$250.

MOTION BY BOARD MEMBER KRAUS, SUPPORTED BY BOARD MEMBER BUCSI TO ACCEPT THE RECOMMENDATION FOR THE DOUBLE UP BUCK GRANT ADMINISTRATIVE COSTS AND TO COMPENSATE THE CO-MANAGERS PELTIER AND GRANT FOR THEIR WORK.

There was discussion about who the Market is and who paid for the EBT machine.

YEAS ALL. MOTION CARRIED.

GRANT TERMS AND CONDITIONS

Owosso Main Street hereafter called "the Organization," will receive a grant from Fair Food Network (FFN) to administer the Double Up Food Bucks program at the Downtown Owosso Farmers Market, hereafter called "the Market". The grant is subject to the following terms and conditions:

Grant Amount

The Organization will receive the following amounts for token reimbursement and administrative costs:

- *\$5,000 for Double Up Food Bucks Incentive.* This funding is intended to reimburse vendors for DUFB tokens/credits customers spend. The Organization will return any unused incentive funds to FFN.
- *\$500 for administrative costs.* This funding is intended to supplement costs associated with adding Double Up Food Bucks to the Market's existing SNAP administration, including items described below.

Project Timeframe

Double Up Food Bucks distribution will begin at the Market on the first market day in June 2012. Double Up Food Bucks distribution will end on November 30, 2012 or the closing day of the Market, whichever is earlier.

Administration

The Organization and the Market agree to administer the Double Up Food Bucks program as directed by FFN, and will complete the following tasks:

1. *Vendor and Customer Education.* The Market will assist FFN in educating vendors and customers about DUFB and its restrictions. Vendors who accept the Double Up Food Bucks tokens will have a Double Up Food Bucks poster displayed at their stands.

2. *Distribution of DUFBI Incentive.* The Organization will oversee distribution of the DUFBI incentive to customers using SNAP (Food Stamps) benefits at the Market. A customer will receive a value of DUFBI tokens or credits equal to the amount of SNAP dollars spent up to \$20 per market day. DUFBI tokens/credits *may* only be spent on fresh, unprocessed, Michigan-grown fruits and vegetables.
 - a. *If SNAP benefits are accepted electronically by each vendor,* the Organization will monitor vendors' SNAP and DUFBI transactions to ensure SNAP sales are always greater than or equal to DUFBI credits awarded.
 - b. *If SNAP benefits are accepted at a central terminal and distributed via a token system,* the Organization will maintain paper records of weekly distribution of tokens using a standardized report form provided by FFN or a similar form with FFN permission. This form must provide a record of DUFBI and SNAP use. The Organization will submit these records at the end of the market season, *along with a copy of the batch report from each market day.*
 - c. The Organization will maintain an online record of program activity using a form provided by FFN, and will update this record at least monthly, so that the report is fully updated by the 2nd of each month for the previous month.
3. *Reimbursement of Vendors.* The Organization will either monitor reports from DUFBI application, or collect DUFBI tokens from vendors and reimburse vendors in a timely manner.
 - a. The Organization will maintain records of payments to vendors using a standardized report form provided by FFN or a similar form with FFN permission. This form must provide a record of DUFBI and SNAP reimbursements. The Organization will submit these records at the end of the market season.
 - b. The Organization will maintain an online record of reimbursements to vendors using a form provided by FFN, and will update this record at least monthly, so that the report is fully updated by the 2nd of each month for the previous month.
4. *Evaluation.* The Organization will participate in evaluation activities as required by FFN evaluation team.

Use and Handling of Funds

- Any portion of the grant funds not used within the grant period or not used for the purposes stated above must be returned to FFN unless the Organization requests and receives express written consent from FFN extending the grant period. Such written request must be received before the end of the grant period.
- The Organization will provide FFN with immediate notification of any relevant development or change of circumstances during the term of the grant or if the Organization is unable to expend the grant funds for the purposes described above.
- The Organization must seek written approval from FFN prior to the expenditure of grant funds for any purpose other than those for which the grant was intended.
- Grant funds shall be kept separately on the Organization's books of account; and accurate records of the funds received and expenses incurred under the grant be kept in accordance with generally accepted accounting principles.
- Records of all expenditures (including receipts, if any) must be maintained in a way that they can be readily checked.

- Books and records related to the grant will be retained for at least four years after the completion of your use of the grant funds.
- Permission will be granted to FFN, at its request, to have reasonable access to the Organization's and/or the Market's files, records, personnel and premises for the purposes of making financial audits, verifications, or program evaluations as it deems necessary concerning the grant.
- No part of the grant funds will be used to carry on propaganda, or otherwise attempt to influence legislation, or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.
- All formal written correspondence with FFN related to this grant should reference the grant number found above.

Reporting

- The Organization will submit full and complete final reports by the schedule below documenting in detail how Double Up Food Bucks token reimbursement funds have been expended, and stating the amount, if any, of funds received but unexpended.

Report Schedule

Due Date	Type of Report
Monthly, by 2nd day of month for previous month	SNAP and DUFEB use data, described above
December 31, 2012	Final Report

A form for the final report will be provided by FFN no later than September 1, 2012. Information needed for final report will include:

1. Weekly written records of SNAP and DUFEB transactions at market, including distribution to customers and redemption by vendors. *Market must attach a copy of daily batch receipt to each market day's customer record sheet.*
2. Expenditures of administrative funds. Receipts are not required, but form will request information about amount of funds expended in the categories of personnel, outreach, materials, and other expenses.
3. All signed vendor agreements from participating vendors.

Any violation of the conditions set forth above could require a refund to FFN of the amount giving rise to the violation. FFN reserves the right to discontinue, modify or withhold any payment due under the grant, to require repayment of expended grant funds, or a refund of unexpended grant funds, if, in its judgment, such action is necessary to comply with the requirements of any law or regulations affecting its responsibility with respect to the grant. If any of the conditions of the grant are violated, in addition to requiring a refund of the amount giving rise to the violation, Fair Food Network will have no further obligation to continue to fund the grant.

7. SIGNATURE APPROVAL FOR BANK ACCOUNT

Board Member Demis stated that the cards have been signed by himself (the Treasurer), Chairman Dave Acton and Director Heather Rivard. This will be effective on July 1, 2012.

**MOTION BY BOARD MEMBER BUCSI, SUPPORTED BY BOARD MEMBER OMER TO APPROVE THE SIGNATORIES FOR THE BANK ACCOUNT.
YEAS ALL. MOTION CARRIED.**

8. AMPHITHEATER DONATION

Director Rivard stated she received a call from Doug Cornell asking for a donation from the DDA for the Owosso Amphitheater Board for the Summer Concert series. This program does create activity downtown and this would be an appropriate way to promote the downtown.

Chairman Acton said the Promotion Committee should be involved with this request.

Treasurer Demis stated it is illegal for the city to make a donation to a non-profit. Board Member Gilbert said that we could buy advertising at the Amphitheater with the signs at the side of the Amphitheater. Treasurer Demis agreed if it's advertising. Director Rivard will work with Mr. Cornell for a revised request.

9. ARTISAN MARKET WORK PLAN APPROVAL

Director Rivard referred the board to the second page of the plan stating the advertising costs were \$72 and \$45.

**MOTION BY BOARD MEMBER BUCSI, SUPPORTED BY BOARD MEMBER KRAUS TO ACCEPT THE ARTISAN MARKET WORK PLAN AS PRESENTED.
YEAS ALL. MOTION CARRIED.**

10. PROMOTIONS MARKETING WORK PLAN APPROVAL

John Hankerd was not in attendance, so this item was not discussed.

11. MAY MONTHLY REPORT

Director Rivard has been filling out and sending in the reports. She included them in this month's meeting packet so the board could be aware of the reports. The reports also include volunteer data. Committee Chairs need to get their information to Director Rivard for these reports.

Chairman Acton has some books from Main Street from 1996 regarding the responsibilities for the various committees. He checked and they are still currently being used – Main Street has not been changed them. He will make sure they are distributed to the committees.

12. CONTRACT RENEWAL FOR HEATHER RIVARD

Chairman Acton recommended the contract for Director Rivard be extended for another three months.

**MOTION BY BOARD MEMBER OMER, SUPPORTED BY BOARD MEMBER DEMIS TO APPROVE THE CONTRACT RENEWAL FOR HEATHER RIVARD.
YEAS ALL. MOTION CARRIED.**

COMMITTEE REPORTS:

PROMOTIONS:

Board Member Krauss reported that their work plan was approved. They are working on items with a logo.

Chairman Acton suggested they make sure the committee they are working on aligns with their passion. They are looking for a new chair for Organization. Board Member Kraus would like to move to Economic Restructuring. Board Member Bucsi described the Organization Committee as having a lot of details, fundraising and planning lots of things. Chairman Acton said it's the backbone of Main Street.

DESIGN:

Board Member Gilbert stated that we've already talked about Eaton Alley. They are moving the bike rack construction from Baker College because they are not getting done. The flower baskets will soon be filling every pole with some additional baskets coming. Devon and the volunteer are getting the watering done and doing a great job. There are 101 flower beds according to Lorraine Weckwert. She had over 93 volunteers. This committee has sent out major sponsor forms to sponsor the program and have received one back already.

ECONOMIC RESTRUCTURING:

Chairman Acton quickly listed the nine work plans this committee is working on including bringing in Kathleen Priest for grant writing; contacting each business downtown; and the business round table.

PROMOTIONS:

Per Director Rivard, they will be submitting a marketing plan. They have no new chairperson yet.

13. CLOSED SESSION - EMPLOYMENT

MOTION BY BOARD MEMBER BUCSI, SUPPORTED BY BOARD MEMBER KRAUS TO GO INTO CLOSED SESSION REGARDING EMPLOYMENT AT 8:35 AM.

YEAS ALL. MOTION CARRIED.

MOTION BY BOARD MEMBER GILBERT, SUPPORTED BY BOARD MEMBER OMER TO COME OUT OF CLOSED SESSION AT 9:01 AM.

YEAS ALL. MOTION CARRIED.

ADJOURNMENT:

MOTION BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER OMER, TO ADJOURN THE MEETING AT 9:02 AM.

YEAS ALL. MOTION CARRIED.

Alaina Kraus, Secretary

m.m.s.