

# **AGENDA**

*OWOSSO MAIN STREET/DDA*

## **REGULAR BOARD MEETING**

Wednesday, December 7, 2022 7:30 a.m.

Owosso City Hall; Council Chambers; 301 W. Main St., Owosso, MI



Owosso Main Street's mission is to foster an active and thriving downtown that is the heart of our community by promoting historic preservation and drawing both local residents and visitors to our city.

### **7:30 to 7:45**

**Call to order and roll call:**

**Review and approval of agenda:** December 7, 2022

**Review and approval of minutes:** November 2, 2022

**Public Comments:**

### **7:45 to 8:25**

#### **Items of Business:**

- 1) Check Register.....(Resolution)
- 2) Budget Report.....(Discussion)
- 3) Website.....(Resolution)
- 4) 2022/23 Board Meeting Calendar.....(Discussion)
- 5) Schedule of Events.....(Discussion)
- 6) Master Level Agreement.....(Discussion)

#### **Committee Updates**

- 1) Design – ARPA Soil Boring Test
- 2) Promotion – Glow follow-up & NYE Block Party
- 3) Organization – Influencer Program
- 4) Economic Vitality – Match on Main, Vitality Grant

#### **Board Continuing Education/Information:**

2023 Board Retreat – January 11, 2023 6-9pm Old Town, Lansing

National Main Street Conference – March 27-29, 2023 Boston, MA

#### **Director Updates:**

Impact Report

#### **Board Comments:**

#### **Adjournment:**

[The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon 72 hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids on services should contact the City of Owosso by writing or calling Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500 or on the Internet. The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).]

**MINUTES**  
**REGULAR MEETING OF THE**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET**  
**CITY OF OWOSSO**

**November 2, 2022, AT 7:30 A.M.**

**CALL TO ORDER:** The meeting was called to order by Chairman Jon Moore at 7:35 A.M.

**ROLL CALL:** Taken by Director Kuiper

**MEMBERS PRESENT:** Chairman Jon Moore, Vice-Chairman Brianna Marrah, Commissioners: Josh Ardelean Lance Omer, Nicole Reyna.

**MEMBERS ABSENT:** Commissioners Bill Gilbert, Sue Osika, and Melissa Wheeler

**OTHERS PRESENT:** Beth Kuiper, Director; Nick Bruckman, AmeriCorps Service Member

**AGENDA:**  
**IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE AGENDA.**

**AYES: ALL. MOTION CARRIED.**

**MINUTES:**  
**IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE MINUTES AS PRESENTED FOR THE REGULAR MEETING HELD OCTOBER 5, 2022 WITH AMMENDED YEAR.**

**AYES: ALL. MOTION CARRIED.**

**PUBLIC COMMENTS:**

No public comments.

**ITEMS OF BUSINESS:**

1. **CHECK REGISTER OCTOBER 2022:** Brief update provided regarding expenses.

**MOTION BY COMMISSIONER GILBERT, SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE CHECK REGISTER AS PRESENTED FOR OCTOBER 2022.**

**AYES: ALL. MOTION CARRIED.**

2. **BUDGET REPORT:** Financial committee to meet November 17, 2022 for further discussion.
3. **SHIACASH REPORT:** No longer will the ShiaCash Report be on the agenda as an item of business. The Shiawassee Chamber of Commerce manages this program, not the DDA.

4. **CHARGEPOINT REPORT:** No longer will the ChargePoint Report be on the agenda as an item of business. Director Kuiper will notify the Board of Directors if significant changes are presented with use and/or financial status.
5. **ELECTRIC VEHICLE STATIONS:** Charge Deals will be incorporated into the stations for small business support. A ribbon cutting is scheduled for 11/10/22 at 1pm. Please see the attached invite to this packet. Future Energy, Consumers Energy, Charge Deals, and three EV vehicles will be present. Bangin' Bowls will also be on site with samples.
6. **OMS NATIONAL CERTIFICATION:** The OMS National Certification must be renewed for another 2 years. All paperwork has been submitted and the Michigan Main Street and National Main Street will be following up with Director Kuiper for next steps.
7. **WEBSITE CHANGES:** Director Kuiper met with current website host AJ Morris to discuss website changes. Morris submitted a program and service detail with associated costs to streamline processes and utilize software to reduce error and labor. Revisions from the Board were given to Director Kuiper for a website host renewal resolution by next month.
8. **FINANCIAL COMMITTEE:** The financial committee will meet monthly with quarterly revisions to the budget in order to satisfy the State of Michigan Corrective Action Plan.

#### **COMMITTEE UPDATES:**

1. **Design:** Fountain Park wall will be repaired mid-November. No November meeting due to elections and open gun season. Christmas decorating staff will not be hired this year due to budget constraints.
2. **Promotion:** Ghoul's Night Out was a huge success, Influencer Program with the Vibrancy Grant is coming to fruition, Glow decorating is November 5<sup>th</sup> at 10am at Main Street Plaza, NYE Block Party is in full swing with planning.
3. **Organization:** A social media schedule was introduced, reaching out to content creators and the District Liaison program is getting lifted.
4. **Economic Vitality:** 2 Revolving Loan Fund applications were passed at City Council and 2 Match on Main grant applications to be submitted by 10/29.

#### **BOARD CONTINUING EDUCATION/INFORMATION:**

RRC training has been completed. Director Kuiper to send out survey for available dates for the 2023 Board Retreat.

#### **DIRECTOR UPDATES:**

#### **PUBLIC COMMENTS:**

#### **BOARD COMMENTS:**

#### **ADJOURNMENT:**

**IT WAS MOVED BY COMMISSIONER REYNA AND SUPPORTED BY CHAIRMAN MOORE TO  
ADJOURN AT 9:01 A.M.**

**AYES: ALL. MOTION CARRIED.**

**NEXT MEETING: DECEMBER 7, 2022.**

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
11/10/2022	1	135356	KELLY'S REFUSE	DOWNTOWN TRASH CAN PICK UP	930.000	200	1,000.00
11/10/2022	1	8587 (A)	LOGICALIS INC	CONTRACTUAL SERVICES	818.000	200	150.00
11/10/2022	1	8594 (A)	QUADIENT FINANCE USA INC	OPERATING SUPPLIES	728.000	200	1.71
11/23/2022	1	135386#	AMERICAN SPEEDY PRINTING	ADVERTISING	802.000	705	286.00
				GLOW	818.750	705	20.00
				WORK PLAN EXPENDITURES	818.000	706	117.00
CHECK 1 135386 TOTAL FOR FUND 248:							423.00
11/23/2022	1	135398#	CITY OF OWOSSO	CONTRACTUAL SERVICES			** VOIDED **
				PRINCIPAL PAID			** VOIDED **
				INTEREST PAID			** VOIDED **
11/23/2022	1	135412	EDWARD BEDELL II	GLOW	818.750	705	750.00
11/23/2022	1	135500	CITY OF OWOSSO	PRINCIPAL PAID	991.100	905	390.64
				INTEREST PAID	993.000	905	62.01
CHECK 1 135500 TOTAL FOR FUND 248:							452.65
11/23/2022	1	135501	CITY OF OWOSSO	CONTRACTUAL SERVICES	818.000	707	1,000.00
11/23/2022	1	8609 (A)	AMAZON CAPITAL SERVICES	DDA ORDER	818.000	705	127.92
				DDA ORDER	818.750	705	26.99
CHECK 1 8609 (A) TOTAL FOR FUND 248:							154.91
11/23/2022	1	8620 (A)	GOULD LAW PC	DDA	818.000	200	300.00
11/23/2022	1	8637 (A)	STAPLES BUSINESS CREDIT	DDA	728.000	704	33.98
11/23/2022	1	8643 (A)	VERIZON WIRELESS	DDA	920.300	200	43.21
Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORI							4,309.46

User: EAKuiper

FROM 11/01/2022 TO 12/01/2022

DB: Owosso

FUND: 248

## CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 11/01/2022	Total Debits	Total Credits	Ending Balance 12/01/2022
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY				
001.200	POOLED CASH (HUNTINGTON BANK)	76,752.18	15,920.17	17,987.16	74,685.19
001.203	MAIN STREET OWOSSO / DDA CHECKING	10,018.70	12,884.27	14.78	22,888.19
	DOWNTOWN DEVELOPMENT AUTHORITY	86,770.88	28,804.44	18,001.94	97,573.38



PERIOD ENDING 11/30/2022

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

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2022 NORMAL (ABNORMAL)	MONTH 11/30/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000 - REVENUE						
248-000-402.000	GENERAL PROPERTY TAX	33,655.00	27,907.66	2,934.63	5,747.34	82.92
248-000-402.100	TIF	185,108.00	0.00	0.00	185,108.00	0.00
248-000-540.000	STATE SOURCES	0.00	20,000.00	0.00	(20,000.00)	100.00
248-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	18,727.85	0.00	(18,727.85)	100.00
248-000-665.000	INTEREST INCOME	1,800.00	7.44	0.00	1,792.56	0.41
248-000-670.000	LOAN PRINCIPAL	0.00	1,661.13	335.88	(1,661.13)	100.00
248-000-670.100	LOAN INTEREST	0.00	901.82	177.11	(901.82)	100.00
248-000-674.200	DONATIONS	5,432.00	0.00	0.00	5,432.00	0.00
248-000-674.300	INCOME-ECNMC RESTRUCTING	20,000.00	0.00	0.00	20,000.00	0.00
248-000-674.400	INCOME-PROMOTION	17,600.00	17,149.90	10,669.90	450.10	97.44
248-000-674.500	INCOME-ORGANIZATION	10,000.00	0.00	0.00	10,000.00	0.00
248-000-675.000	MISCELLANEOUS	0.00	103,602.97	13,234.27	(103,602.97)	100.00
248-000-699.101	GENERAL FUND TRANSFER	37,952.00	8,658.14	0.00	29,293.86	22.81
Total Dept 000 - REVENUE		311,547.00	198,616.91	27,351.79	112,930.09	63.75
TOTAL REVENUES		311,547.00	198,616.91	27,351.79	112,930.09	63.75
Expenditures						
Dept 200 - GEN SERVICES						
248-200-728.000	OPERATING SUPPLIES	3,450.00	1,476.13	16.49	1,973.87	42.79
248-200-810.000	INSURANCE & BONDS	3,000.00	1,500.00	0.00	1,500.00	50.00
248-200-818.000	CONTRACTUAL SERVICES	6,500.00	9,315.35	450.00	(2,815.35)	143.31
248-200-920.000	UTILITIES	0.00	1,564.84	0.00	(1,564.84)	100.00
248-200-920.100	ELECTRICITY-EV STATION	0.00	899.15	0.00	(899.15)	100.00
248-200-920.300	TELEPHONE	500.00	151.55	43.21	348.45	30.31
248-200-930.000	BUILDING MAINTENANCE	58,200.00	15,699.11	1,000.00	42,500.89	26.97
248-200-955.000	MEMBERSHIPS & DUES	1,000.00	0.00	0.00	1,000.00	0.00
248-200-956.000	EDUCATION & TRAINING	0.00	15.00	0.00	(15.00)	100.00
248-200-995.101	TRANSFER TO GENERAL FUND	9,279.00	0.00	0.00	9,279.00	0.00
Total Dept 200 - GEN SERVICES		81,929.00	30,621.13	1,509.70	51,307.87	37.38
Dept 261 - GENERAL ADMIN						
248-261-702.100	SALARIES	62,000.00	23,750.78	4,960.00	38,249.22	38.31
248-261-702.200	WAGES	0.00	147.00	0.00	(147.00)	100.00
248-261-715.000	SOCIAL SECURITY (FICA)	4,743.00	1,830.74	380.00	2,912.26	38.60
248-261-716.100	HEALTH INSURANCE	19,920.00	7,981.34	1,595.14	11,938.66	40.07
248-261-716.200	DENTAL INSURANCE	785.00	301.64	59.83	483.36	38.43
248-261-716.300	OPTICAL INSURANCE	116.00	46.76	9.52	69.24	40.31
248-261-716.400	LIFE INSURANCE	491.00	206.25	42.57	284.75	42.01
248-261-716.500	DISABILITY INSURANCE	796.00	352.40	67.79	443.60	44.27
248-261-717.000	UNEMPLOYMENT INSURANCE	47.00	0.00	0.00	47.00	0.00
248-261-718.200	DEFINED CONTRIBUTION	5,580.00	2,150.81	446.40	3,429.19	38.54
248-261-719.000	WORKERS' COMPENSATION	403.00	205.72	0.00	197.28	51.05
Total Dept 261 - GENERAL ADMIN		94,881.00	36,973.44	7,561.25	57,907.56	38.97
Dept 704 - ORGANIZATION						
248-704-728.000	SUPPLIES	700.00	33.98	33.98	666.02	4.85
248-704-818.000	WORK PLAN EXPENDITURES	9,300.00	0.00	0.00	9,300.00	0.00
Total Dept 704 - ORGANIZATION		10,000.00	33.98	33.98	9,966.02	0.34
Dept 705 - PROMOTION						
248-705-802.000	ADVERTISING	0.00	761.00	286.00	(761.00)	100.00
248-705-818.000	WORK PLAN EXPENDITURES	19,000.00	1,636.31	127.92	17,363.69	8.61
248-705-818.730	ART WALK	0.00	602.00	0.00	(602.00)	100.00
248-705-818.750	GLOW	0.00	796.99	796.99	(796.99)	100.00
248-705-818.760	CAR CRUISE	0.00	135.00	0.00	(135.00)	100.00
248-705-818.770	CRUISE TO CASTLE	0.00	119.00	0.00	(119.00)	100.00
Total Dept 705 - PROMOTION		19,000.00	4,050.30	1,210.91	14,949.70	21.32
Dept 706 - DESIGN						
248-706-818.000	WORK PLAN EXPENDITURES	11,600.00	175.42	117.00	11,424.58	1.51
Total Dept 706 - DESIGN		11,600.00	175.42	117.00	11,424.58	1.51
Dept 707 - ECONOMIC RESTRUCTURING						
248-707-818.000	WORK PLAN EXPENDITURES	20,000.00	1,000.00	1,000.00	19,000.00	5.00
Total Dept 707 - ECONOMIC RESTRUCTURING		20,000.00	1,000.00	1,000.00	19,000.00	5.00
Dept 901 - CAPITAL OUTLAY						
248-901-965.585	CAPITAL CONTRIBUTION-DDA	1,900.00	0.00	0.00	1,900.00	0.00
Total Dept 901 - CAPITAL OUTLAY		1,900.00	0.00	0.00	1,900.00	0.00
Dept 905 - DEBT SERVICE						
248-905-991.100	PRINCIPAL	60,694.00	2,331.21	390.64	58,362.79	3.84
248-905-993.000	INTEREST	17,738.00	9,164.69	62.01	8,573.31	51.67
Total Dept 905 - DEBT SERVICE		78,432.00	11,495.90	452.65	66,936.10	14.66
TOTAL EXPENDITURES		317,742.00	84,350.17	11,885.49	233,391.83	26.55
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		311,547.00	198,616.91	27,351.79	112,930.09	63.75
TOTAL EXPENDITURES		317,742.00	84,350.17	11,885.49	233,391.83	26.55
NET OF REVENUES & EXPENDITURES		(6,195.00)	114,266.74	15,466.30	(120,461.74)	1,844.50

POS System (/admin/survey/?surveyID=125904&p=s.builder.questions)

Created on **November 22, 2022**



Builder ▾

(/admin/survey/?surveyID=125904&p=s.builder.questions)



Theme

(/admin/survey/?surveyID=125904&p=s.theme.customize)



Settings ▾

(/admin/survey/?surveyID=125904&p=s.settings)



Distribute ▾

(/admin/survey/?surveyID=125904&p=s.share)



Reports ▾

(/admin/survey/?surveyID=125904&p=s.report)



Editors

(/admin/survey/?surveyID=125904&p=s.editors)



Preview

POS System (/admin/survey/?surveyID=125904&p=s.builder.questions)  
/ Reports (/admin/survey/?surveyID=125904&p=s.report)  
/ Visual Report (/admin/survey/?surveyID=125904&p=s.report)

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Show Filters

Question 1 — Multiple Choice

What POS System do you use?



Square	7	53.8%
Clover	1	7.7%
Toast	1	7.7%
PayPal	0	0.0%
@Hopper	0	0.0%
Lightspeed	0	0.0%
Shopify	2	15.4%
KORONA	0	0.0%
Aloha Cloud	0	0.0%
Other (please specify)	3	23.1%

Sample of text responses for choice **Other (please specify)**, showing up to 5:

Review all responses ➡ (/admin/?p=s.report.subfield.view&surveyID=125904&elementID=899546&subID=1155622)

1	None
2	Pixieset
3	A

Question 2 — Multiple Choice

Would a training with the POS system representative be beneficial to you?

Yes	5	38.5%
No	8	61.5%

Question 3 — Multiple Choice

Would a training on Google my Business be beneficial to you?

Yes	10	76.9%
No	3	23.1%





## 2023 OMS/DDA Board Meeting Dates

### **DOWNTOWN DEVELOPMENT AUTHORITY / OWOSSO MAIN STREET**

The 1<sup>st</sup> Wednesday of each month, except as noted –  
7:30 a.m., local prevailing time

Owosso City Hall, Council Chambers

JAN 04	MAY 03	SEP 06
FEB 01	JUN 07	OCT 04
MAR 01	JUL 05	NOV 01
APR 05	AUG 02	DEC 06

January 4 to January 11  
April 5 to April 12  
July 5 to no meeting  
September 6 to September 13



# 2023 Schedule of Events

OMS listed

Chocolate Walk -Friday, February 24  
(Coincides w Lebowsky)

Spring Retail Event - Date TBD in March

Community Clean-Up - May 20

Summer Sensations - July 20-22

Vintage Motorcycle Days - August 25-26

Artwalk - September 8/9th

Ghoul's Night Out - October 13

Glow Owosso - November 24

Small Business Saturday - November 25

Wrap it Up - December 22

NYE Block Party - December 31

## **Michigan Main Street Program Community Requirements and Expectations Agreement**

### **Master Level**

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“**MEDC**”), whose address is 300 N. Washington Square, Lansing, MI 48913, the City of Owosso, whose address is 301 West Main Street, Owosso, MI 48846 (the “**Municipality**”), and the City of Owosso Downtown Development Authority (the “**DDA**”) (collectively, the Municipality and the DDA are referred to as the “**Community**”). The MEDC and the Community are each a “**Party**” and collectively, are the “**Parties**” to this Agreement, for the purpose of implementing the MEDC’s Michigan Main Street Program (“**MEDC MMS Program**”) in the Community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “**NTHP NMSC**”), to provide technical expertise, training and services to designated Michigan communities pursuant to the MEDC MMS Program;

WHEREAS, the Community’s Local Michigan Main Street Program (the “**Local Program**”) has successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC MMS Program) and have been accredited based on the Six Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC MMS Program requirements and expectations for the Local Program, pursuant to its designation as a Master Michigan Main Street Community (“**MMS Community**”) and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of City of Owosso, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the Parties have agreed to do as follows:

#### **SECTION I. The Community agrees to these Minimum Participation Standards:**

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Michigan Main Street program in the Community and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director

should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach™, to actively lead the Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities to the satisfaction of the MEDC.
3. Fund the Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
  - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstated if the issues are resolved to the satisfaction of the MEDC.
  - C. Full-time equivalent (FTE): At minimum, one (1) individual from the Community must be present for the entirety of the provided service. It is not acceptable for two (2) individuals to divide the time between them.
    - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC MMS Program Trainings.
    - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC MMS Program Trainings.
5. Submit complete and accurate monthly reports by the 10<sup>th</sup> of each month on the form provided by the MEDC MMS Program.
6. Submit complete and accurate IMPACT report by the beginning of November each year on the form provided by the MEDC MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports.**”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Six Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Local Program must meet these

standards at the end of each two-year period or the MEDC may terminate this Agreement pursuant to Section III(16) of this Agreement.

9. Utilize the MEDC MMS Program name and logo with MEDC pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC MMS Program name and logo are trademark protected. Any MEDC MMS Program road signs given to the Community by the MEDC are property of the MEDC and shall be returned if the Community is no longer an MMS Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as an MMS Community. Changes to either of these require MEDC approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met to the satisfaction of the MEDC, MEDC MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met to the satisfaction of the MEDC, MEDC MMS Program services will be reinstated. If requirements continue to not be met to the satisfaction of the MEDC may terminate this Agreement pursuant to Section III(16).
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of the Community's responsibilities under this Agreement. The Community further acknowledges that the MEDC is not responsible to the Community and/or the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as an MMS Community.
13. Acknowledge that third-party technical assistance is only available for eligible MEDC MMS Program participants, as determined solely by the MEDC.

**SECTION II. The MEDC agrees to provide these services subject to the Community's compliance with this Agreement:**

1. Provide customized program training and technical assistance to the Community and Local Program, including any of the following services, which may be modified by the MEDC MMS Program, in its sole discretion, to meet programmatic needs:



**Program Services provided to Master MEDC MMS Communities:**

- Director Selection Assistance (V/C)\*
  - Board Training (V/C)\*
  - Branding and communication planning
  - Business Recruitment
  - Downtown Future services
  - Entrepreneurial Ecosystem
  - Director Training (V/C)\*
  - Committee/Taskforce Training (V/C)\*
  - Fund Development
  - MEDC/MMS Trainings
  - Branding Service (V/C)\*
  - Biennial Accreditation visits with the National Main Street Center (V/C)\*
  - Mentoring Opportunities
- 

\* (C) = Services provided within community

\* (V) = Services provided virtually, at the discretion of the MEDC

2. Conduct MEDC MMS Program forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section I above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following the acceptance of the Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by the Local Program and subject to the MEDC MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.
6. Invite the Local Program to attend training and technical assistance opportunities in the other Select or Master MMS Communities.

7. Accredited, on behalf of the NTHP NMSC, all eligible MMS Communities that meet the above Minimum Participation Standards (Section I) and the NTHP NMSC Six Standards of Performance outlined in Attachment 1, as determined in the sole discretion of the MEDC.

**SECTION III. The PARTIES hereto otherwise agree as follows:**

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2023 shall remain in effect until the earlier of December 31, 2025 or such time as the “**Termination or Cancellation**” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III(16).
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and each of their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“Confidential Information”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to the Community a license to utilize the MEDC MMS Program trade names, trademarks, logo, and/or service marks (“MEDC Marks”) for the express purpose of publicizing the Community’s selection and involvement as an MMS Community. The Community’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** The Community acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. The Community acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** To the extent permitted by law, the DDA and the Municipality both shall, and shall both cause the Local Program to, indemnify, defend, and hold harmless MEDC and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this

Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC. The Municipality and the DDA are both jointly and severally liable for all obligations under this Agreement.

6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, neither the Municipality, nor the DDA, shall assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Municipality, the DDA or the Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed

to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

11. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
12. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
13. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC MMS Program is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
14. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
16. **TERMINATION OR CANCELLATION.**
  - A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):

- (i) any representation or covenant made by the Community is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
  - (ii) The Community's and/or its Local Program's failure to comply with any of the requirements of this Agreement;
  - (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.
- B. Notwithstanding the foregoing, the Community acknowledges that MEDC's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC's ability to fund and administer the MEDC MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community, or with such other time period as MEDC, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community shall have any further obligation to perform under this Agreement. The Community shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement. Further, in the event that this Agreement is terminated, the Community will no longer be an MMS Community and all rights associated with the Community's participation in the MEDC MMS Program will be revoked, including the right to use the MEDC MMS Program name and logo.
- E. In the event of termination or cancellation of this Agreement by the Community, the Community shall be obligated to reimburse the MEDC for the cost of all third party services provided by the MEDC to the Local



Program pursuant to the terms of this Agreement. Such cost shall be determined solely by the MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by the MEDC.

17. **RESERVATIONS.** The MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
19. **Failure to sign and submit this agreement to MEDC on or before, January 29, 2023, will result in the termination of the Community's participation in the MEDC MMS Program.**

*[signatures follow on next page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**CITY OF OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY**

BY: \_\_\_\_\_  
Board Chair

12.05.22\_\_\_\_\_  
Date

**CITY OF OWOSSO**

BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**National Trust for Historic Preservation / National Main Street Center**

**Six Standards of Performance  
for Accreditation**

---

1. Broad-based Community Commitment to Revitalization
2. Inclusive Leadership & Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Measurable Result

# Elevate Your Quality of Life in Downtown Owosso

Downtown Owosso is home for everything you need. From castles to e-bikes, and historical façades to edgy artists.

2023 EDITION

OWOSSO MAIN STREET

989.277.1705

downtownowosso.org



## State of DOWNTOWN

**18** Blocks

**108** Acres

**249** Parcels

**1,731** Public parking spaces

**117** First-floor storefronts

**100** Residential units

**10** Restaurants

**32** Retail stores

**9.6%** Increase in property values (2021–2022)

## Owosso Main Street is making a real difference.

Downtown Owosso is hitting its stride with building back after the pandemic. With a host of youthful and tenacious partners contributing to this transition, Owosso Main Street has transformed its tagline to, “Learn our Story, Create Your Own.” This new tagline captures the historic preservation efforts of our city, while also creating space to welcome new storytellers and visionaries who will help co-create our thriving downtown that is the heart of our community.

### Downtown’s Goals

- Day-trip destination
- Increase upper-floor residential development/density
- Cultivate an environment that demonstrates a commitment to the development of businesses, housing and community organizations in downtown Owosso.
- Create and demonstrate a welcoming culture of hospitality for the visitors, businesses, and residents of downtown Owosso
- Expand and sustain a model of “coopetition” among downtown Owosso businesses, organizations and attractions

# TRANSFORMING OWOSSO'S DOWNTOWN



Private investment and the Owosso Main Street's Revolving Loan Fund program has welcomed 10 new businesses, allowing us to activate underutilized office space and other existing structures that have awaited opportunity.



By creating a revolving space of innovation and opportunity, Rotating Retail has room for everyone wanting to test the market and experiment with new ideas.



The MEDC Optimize Main Street Technology grant helped seven businesses upgrade systems, advance point-of-sales, increase online presences to streamline processes, and increase revenue.

## REINVESTMENT STATS 2021-2022

### PRIVATE INVESTMENT

**\$626,900**

Program to date: \$22,743,628



**36** Façade & Building Improvements  
Program to date: 382



**10** New Businesses  
Program to date: 84

## Community Profile

City of Owosso | 2022



Population  
**14,503**



Households  
**6,207**



Median HH Income  
**\$47,704**



Median Age  
**38.1 years**



Housing Units  
**6,750**



**92%** Housing is occupied  
**54%** Owner-occupied  
**38%** Renter-occupied

## Main Street is Helping Businesses Thrive

- Vibrancy Grant
- Optimize Main Street
- Revolving Loan Fund: Loan
- Revolving Loan Fund: Grant
- Match on Main
- Small business owner's meetings
- Social Media Bootcamp 101
- Charge Deals QR code
- Retail promotion event
- Storytelling Series

"I followed my passion to feed the soul in downtown Owosso for 14 years and utilize my expertise with the RLF subcommittee to assist other budding entrepreneurs seek their dreams through financial support."

—Dawn McCoy, Owner, Itsa Deli Thing/Itsa Bakery Thing

## Downtown Drive Time Markets

	5 Minutes	10 Minutes	20 Minutes
Population	14,963	26,127	54,994
Households	6,288	11,198	22,843
Median HH Income	\$47,795	\$51,035	\$57,523

## In-demand Businesses

### Food & Drink

Brewery/brewpub  
Farm-to-table  
Steakhouse  
Breakfast/brunch restaurant  
Mediterranean

### Shopping & Retail

Specialty foods  
Grocery store  
Arts/crafts/hobbies  
Vintage/repurposed  
Boutique ladies'/men's clothing



# Aviator Jayne Takes Flight

Downtown Owosso's transformation strategy revolves around creating a day-trip destination and increasing upper-story living. Local business Aviator Jayne, owned and operated by Nick and Mandy Pidek, accomplished both of these goals to create a shopping experience that welcomes visitors while also offering furnishings for our growing number of downtown residents. Using private investment, OMS Revolving Loan Fund and the MEDC Spring 2022 Match on Main grant, they have reactivated 15,000 square feet.



## VOLUNTEER SPOTLIGHT

"I got involved in Main Street when we moved downtown. I knew that if I wanted to grow and really become the kind of community hub that I envisioned, I needed to be in the community."

—Bri Marrah, Owner, Fitness Coliseum



## 2022 Pulse of Downtown



- 49%** Visit downtown Owosso most often for dining
- 28%** Described recent trends in downtown Owosso as improving or making progress.
- 20%** Said the frequency of their visits to downtown Owosso increased during the past year.

## Social Connection



**10,650+**  
Facebook Followers



**1,635+**  
Instagram Followers

## Volunteer Connection



**1,449**  
Volunteer hours in 2021-2022



**34,197**  
Volunteer hours  
(Program to date)

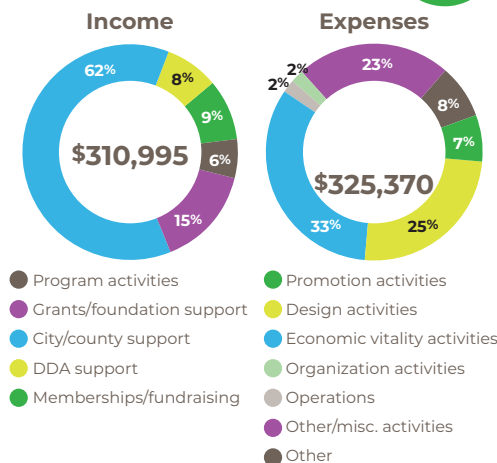


**\$41,079**  
Volunteer value in 2021-2022



**\$969,485**  
Volunteer value  
(Program to date)

## In the Numbers



# DOWNTOWN ALIVE

Owosso Main Street  
Events 2021-22

9

Est. event attendance

- Glow Holiday Season
- N.Y.E. Block Party
- Chocolate Walk
- Community Cleanup
- Sidewalk Sales
- Artwalk
- Open Streets
- Ghoul's Night Out
- Custom Car Show



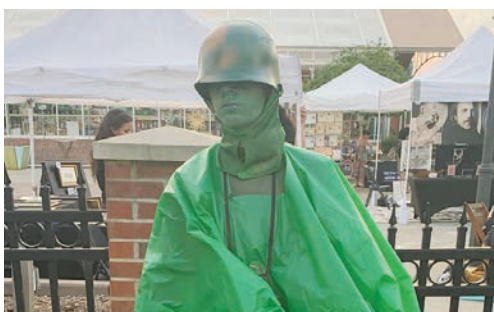
Owosso Glow brings our community together



Creepin' it Real in downtown Owosso



Sidewalk sales are both tradition and event



Life imitates art in downtown Owosso

"The Main Street organization has helped our DDA focus on the needs of our community. With this approach, we are able to move forward with advancing the vision for downtown Owosso."

—Jon Moore, OMS Board Chair/CEO, Foster Coffee

## Owosso's Board of Directors

Chair: Jon Moore

Vice-chair: Bri Marrah

Commissioner: Josh Ardelean

Commissioner:

Melissa Wheeler

Commissioner: Bill Gilbert

Commissioner: Lance Omer

Commissioner: Nicole Reyna

Mayor Pro-tem: Sue Osika

Executive Director:

Beth Kuiper

CEDAM AmeriCorps Service

Member: Nick Bruckman

# MICHIGAN MAIN STREET

A Network of Leaders in Grassroots Economic Development

Real Impact. | The numbers prove it!



**\$60,607,647**

2021-22 Total  
Private Investment

**\$407,127,406**

Program to date



**\$8,138,196**

2021-22 Total  
Public Investment

**\$137,057,816**

Program to date



**41,186**

2021-22  
Volunteer  
Hours

**851,890**

Program to date



**131**

2021-22  
New  
Businesses

**1,753**

Program to date



**174**

2021-22  
Façade & Building  
Improvements

**2,673**

Program to date

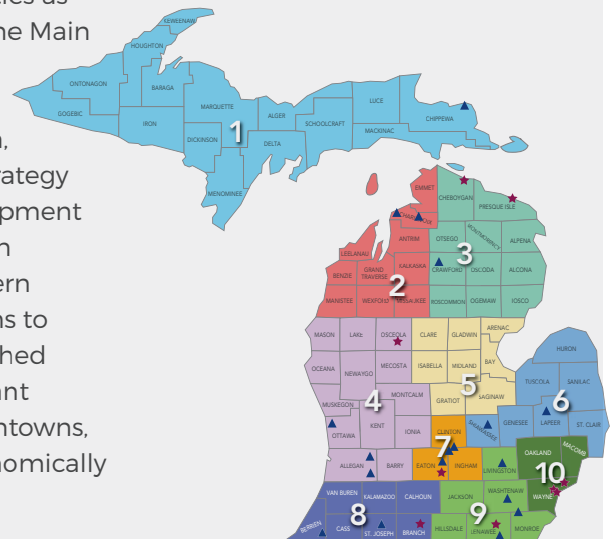


## Michigan Main Street

provides technical assistance to local communities as they implement the Main Street Four-Point Approach®, a community-driven, comprehensive strategy

encouraging economic development through historic preservation in ways appropriate for the modern marketplace. The program aims to create communities distinguished by economically vital and vibrant commercial districts and downtowns, thereby making the state economically stronger and culturally diverse.

## Our MMS Communities



**MICHIGAN ECONOMIC  
DEVELOPMENT CORPORATION**

★ Select Level

▲ Master Level

[www.miplace.org](http://www.miplace.org)