



Regular Meeting Agenda
Owosso DDA/Main Street
Wednesday July 12, 2017, 7:30 a.m.
Owosso City Council Chambers,
301 W Main St.
Owosso, MI 48867

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 7:40

Call to order and roll call:

Review and approval of agenda: July 12, 2017

Review and approval of minutes: June 7, 2017

Public Comments:

7:40 to 8:00

Committee Updates

- 1) Design & Business Vitality
- 2) Promotion & Outreach

8:00 to 8:30

Items of Business:

- 1) Check Register (Resolution)
- 2) Budget Report (Resolution)
- 3) Manager Contract Revision & Update..... (Resolution)
- 4) Program Assistant Contract & Job Description (Resolution)
- 5) Downtown Security Camera Proposal..... (Resolution)
- 6) OMS Eventbrite & PayPal Account (Resolution)
- 7) Downtown Permit Parking recommendations..... (Discussion)

Public Comments:

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.]

May Meeting Minutes



MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET
CITY OF OWOSSO
JUNE 7, 2017 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:31 a.m.

ROLL CALL: Was taken by Recording Secretary, Marty Stinson.

MEMBERS PRESENT: Chairman David Acton, Authority Members Mayor Chris Eveleth, Kenn Cushman, Lance Omer (arrived 7:34 a.m.), Theresa Trecha, Kevin Wiles, Jim Woodworth.

MEMBERS ABSENT: Vice-Chairman Bill Gilbert, Jon Moore.

OTHERS PRESENT: Josh Adams, Main Street Manager; Susan Montenegro, Assistant City Manager & Community Development Director; Robert Doran-Brockway, Historical Facilities Director.

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE AGENDA FOR JUNE 7, 2017 AS PRESENTED WITH THE EXCEPTION OF MOVING THE ITEMS OF BUSINESS TO THE TOP OF THE AGENDA BEFORE COMMITTEE UPDATES.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE MINUTES OF MAY 3, 2017, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE CHECK REGISTER FOR JUNE, 2017 AS PRESENTED.

Main Street Manager Adams mentioned that he added the credit card reconciliation for board reference.

7:34 a.m. Board Member Lance Omer arrived.

AYES ALL. MOTION CARRIED.

2) BUDGET REPORT

(SEE BOARD PACKET FOR BUDGET)

Main Street Manager Adams reported that right now the personal property tax has not been received from the state because the state missed the treasurer's e-mail. The state says we have to wait another year for those funds. We may have to use reserve funds to balance at the end of the fiscal year on June 30th. Mr. Adams will be contacting the state.

IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY AUTHORITY MEMBER EVELTH TO APPROVE THE BUDGET REPORT FOR JUNE, 2017 AS PRESENTED.

AYES ALL. MOTION CARRIED.

3) FAÇADE GRANT UPDATE

Assistant City Manager Montenegro stated that they are still waiting on the state for their decision. They did pull the application for the Christian Building which will be submitted again in the next round.

4) TRANSFORMATION STRATEGY NEXT STEPS

Mr. Adams noted that dates needed to be changed. General decision was set for September 7 for 6 - 9:00 pm, and November 1 for 6 - 9:00 pm. Both meetings will be at City Hall.

5) OMS/DDA HOSTING ASSOCIATES LEVEL TRAINING (JULY 18TH)

Mr. Adams reported that we are hosting a state associate training at the Comstock Inn all day. It was requested that the board attend from 1 – 2:30 pm for a round table discussion.

COMMITTEE UPDATES:

1) DESIGN AND BUSINESS VITALITY.

Authority Member Omer reported that the baskets are installed on the Washington Street Bridge.

Mr. Adams noted that the flower program is in full swing. Tom Gross of Sunburst Gardens wants to maintain the plaza for free. Part of the irrigation on Exchange and N. Washington was damaged by Consumers Energy and needs repair. He also suggested that the trees in the downtown need trimming as he has received numerous complaints that business signs are not visible.

2) PROMOTION AND OUTREACH.

Per Mr. Adams Sunday's event is being handled by Theresa Stechschulte. A lot of downtown streets will be closed. We have the video just about ready to be released next week. The new website is also ready to be launched shortly.

BOARD COMMENTS: Discussion about the tremendous cooperation with businesses and how well they work with the governmental bodies. Ms. Montenegro also noted that the state level has mentioned that about Owosso.

Mr. Adams noted that the city may be adding Community Development duties to his job and compensating him which will lighten a portion of the DDA budget. Further discussion will be forthcoming at next month's meeting.

IT WAS MOVED BY AUTHORITY MEMBER EVELTH AND SUPPORTED BY AUTHORITY MEMBER WILES TO ADJOURN AT 8:13 A.M.

AYES: ALL. MOTION CARRIED.

mms

Dave Action, Chairman

June Check Register
By Check Number



Owosso Main Street
Check Register - By Check Number
June 2017

Num	Date	Name	Memo	Account	Paid Amount
2446	06/01/2017	First Bank Card	June CC payment	296-000-101.250 Checking #0425	
	05/24/2017		June CC payment	296-000-202.100 Credit Card	-613.97
TOTAL					-613.97
2447	06/01/2017	Josh Cornea	Acting Services for DOMI	296-000-101.250 Checking #0425	
	05/26/2017		Acting Services for DOMI	296-696-818.000-DOMI	-50.00
TOTAL					-50.00
2448	06/01/2017	Martha Stinson	May 2017 Board Meeting Recording	296-000-101.250 Checking #0425	
	06/01/2017		May 2017 Board Meeting Recording	296-200-728.000 OPER SUPPLIES	-50.00
TOTAL					-50.00
2449	06/01/2017	Joshua Adams	Manager Wages	296-000-101.250 Checking #0425	
	06/01/2017		Manager Wages 5/19/17 - 6/2/17	296-200-999.101 MANAGER WAGES	-2,178.84
TOTAL					-2,178.84
2450	06/01/2017	Resourceful Recycling	Saturday Dumpster Removal	296-000-101.250 Checking #0425	
	05/26/2017		Saturday Dumpster Removal	296-200-831.000 MAINTENANCE	-50.00
TOTAL					-50.00
2451	06/01/2017	Sleekfire Media	DOMI Promotional Video Productio...	296-000-101.250 Checking #0425	
		Sleekfire Media	DOMI Promotional Video Production ...	296-000-202.000 Acct Pay	-649.50
TOTAL					-649.50
2452	06/01/2017	MyOnlineGenius	Website restoration & initial redesign	296-000-101.250 Checking #0425	
	06/01/2017		Website restoration & initial redesign	296-695-818.000-WEBSITE	-500.00
TOTAL					-500.00
2453	06/16/2017	Joshua Adams	Manager Wages	296-000-101.250 Checking #0425	
	06/14/2017		Manager Wages 6/3/17 - 6/16/17	296-200-999.101 MANAGER WAGES	-2,178.84
TOTAL					-2,178.84

Owosso Main Street
Check Register - By Check Number
June 2017

Num	Date	Name	Memo	Account	Paid Amount
2454	06/16/2017	Kelly's Refuse	Downtown Trash Service	296-000-101.250 Checking #0425	
	06/06/2017		Downtown Trash Service	296-200-831.000 MAINTENANCE	-500.00
TOTAL					-500.00
2455	06/16/2017	City of Owosso	Downtown Repairs & Office copies	296-000-101.250 Checking #0425	
	06/14/2017		Office copies	296-200-728.000 OPER SUPPLIES	-81.82
			Downtown Repairs	296-200-831.000 MAINTENANCE	-283.82
TOTAL					-365.64
2456	06/16/2017	Gilbert's Do It Best	Market Cones & Supplies and Flow...	296-000-101.250 Checking #0425	
	06/14/2017		Market Cones & Supplies and Flower...	296-200-831.000 MAINTENANCE	-625.27
TOTAL					-625.27
2457	06/16/2017	Sovis Productions	Open Streets Owosso Video Captu...	296-000-101.250 Checking #0425	
	06/14/2017		Open Streets Owosso Video Capturing	296-696-818.000-ARTMARKET	-240.00
TOTAL					-240.00
2458	06/16/2017	American Speedy Print	Downtown Maps & Open Streets M...	296-000-101.250 Checking #0425	
	06/14/2017		Downtown Map Printing	296-200-728.000 OPER SUPPLIES	-425.00
			Open Streets Owosso Map Printing	296-696-818.000-ARTMARKET	-60.00
TOTAL					-485.00
2459	06/16/2017	Mahar's Greenhouses	Downtown Flowers & Flower Bask...	296-000-101.250 Checking #0425	
	06/14/2017		Flower Baskets	296-697-818.000-BASKETS	-2,145.00
			Downtown Flowers	296-697-818.000-BED PLANTS	-3,456.00
TOTAL					-5,601.00
2460	06/16/2017	Rooster Creative Conc...	Cruise the Pits Posters (Design & P...	296-000-101.250 Checking #0425	
	06/14/2017		Cruise the Pits Posters (Design & Pri...	296-696-818.000-CARCRUISE	-400.00
TOTAL					-400.00

Owosso Main Street
Check Register - By Check Number
June 2017

Num	Date	Name	Memo	Account	Paid Amount
2461	06/16/2017	Community Radio Watch	Traffic Control Services - Open Str...	296-000-101.250 Checking #0425	
	06/15/2017		Traffic Control Services - Open Street...	296-696-818.000-ARTMARKET	-300.00
TOTAL					-300.00
2462	06/16/2017	Lorraine Weckwert	Downtown Flower Reimbursement	296-000-101.250 Checking #0425	
	06/14/2017		Downtown Flower Reimbursement	296-697-818.000-BED PLANTS	-878.02
TOTAL					-878.02
2463	06/30/2017	Joshua Adams	Manager Wages	296-000-101.250 Checking #0425	
	06/30/2017		Manager Wages 6/15/17-6/30/17	296-200-999.101 MANAGER WAGES	-2,178.84
TOTAL					-2,178.84
2464	06/30/2017	Agnew Graphics, Signs...	Cruise the Pits Banner	296-000-101.250 Checking #0425	
	06/26/2017		Cruise the Pits Banner	296-696-818.000-CARCRUISE	-58.00
TOTAL					-58.00
2465	06/30/2017	American Speedy Print	Various Print Jobs	296-000-101.250 Checking #0425	
	06/26/2017		Cruise the Pits flyers	296-696-818.000-CARCRUISE	-419.00
			Downtown Map Printing	296-200-728.000 OPER SUPPLIES	-49.00
			Motorcycle Show Poster & Flyer printi...	296-696-818.000-VINTAGEMOTORCY	-50.13
TOTAL					-518.13
2466	06/30/2017	Sunburst Gardens Inc	Downtown Irrigation Repair	296-000-101.250 Checking #0425	
	06/26/2017		Downtown Irrigation Repair	296-200-831.000 MAINTENANCE	-1,155.00
TOTAL					-1,155.00
2467	06/30/2017	City of Owosso	Tax OBRA #11 Agreement (Capitol ...	296-000-101.250 Checking #0425	
	06/26/2017		Tax OBRA #11 Agreement (Capitol O...	296-901-965.730 CAPITOL BOWL	-8,904.12
TOTAL					-8,904.12

Owosso Main Street
Check Register - By Check Number
June 2017

Num	Date	Name	Memo	Account	Paid Amount
2468	06/30/2017	Jeffry Adams	Downtown Flower Watering Servic...	296-000-101.250 Checking #0425	
	06/26/2017		Downtown Flower Watering Service 5...	296-200-831.000 MAINTENANCE	-538.45
TOTAL					-538.45
2469	06/30/2017	John Hill	Vintage Motorcycle Days logo design	296-000-101.250 Checking #0425	
	06/26/2017		Vintage Motorcycle Days logo design	296-696-818.000-VINTAGEMOTORCY	-150.00
TOTAL					-150.00
2470	06/30/2017	Martha Stinson	OMS/DDA minute recording and pr...	296-000-101.250 Checking #0425	
	06/30/2017		OMS/DDA minute recording and prep...	296-200-728.000 OPER SUPPLIES	-50.00
TOTAL					-50.00
2471	06/30/2017	Michael Paine Photogr...	Images to be used for website	296-000-101.250 Checking #0425	
	06/27/2017		Images to be used for website	296-695-818.000-WEBSITE	-100.00
TOTAL					-100.00
2472	06/30/2017	Sunnyside Florist	Curwood Castle Park flower baskets	296-000-101.250 Checking #0425	
	06/26/2017		Curwood Castle Park flower baskets	296-697-818.000-BASKETS	-190.00
TOTAL					-190.00
2473	06/30/2017	First Bank Card	June CC payment	296-000-101.250 Checking #0425	
	06/26/2017		June CC payment	296-000-202.100 Credit Card	-129.27
TOTAL					-129.27

June Budget Report



Owosso Main Street
Revenue & Expense
Budget vs. Actual
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Ordinary Income/Expense			
<u>Revenue</u>			
296-000-401.403 GEN PROP TAX	27,184.30	27,500.00	-315.70
296-000-401.405 TIF	154,366.47	154,500.00	-133.53
296-000-671.676 DESIGN INCOME			
296-000-671.676-BIKERACKS	700.00	700.00	0.00
296-000-671.676-FLOWER PROGRAM	174.00	175.00	-1.00
Total 296-000-671.676 DESIGN INCOME	874.00	875.00	-1.00
296-000-671.678 PRO INCOME			
296-000-671.678-OPENSTREETS	595.00	600.00	-5.00
296-000-671.678-ARTWALK	60.00	60.00	0.00
296-000-671.678-CARCRUISE	9,900.00	10,000.00	-100.00
296-000-671.678-DOMI	2,458.00	2,500.00	-42.00
296-000-671.678-GLOW	11,917.57	12,000.00	-82.43
296-000-671.678-VINTAGEMOTORCY	1,292.00	1,300.00	-8.00
Total 296-000-671.678 PRO INCOME	26,222.57	26,460.00	-237.43
296-000-671.679 ORG INCOME			
296-000-671.679-WEBBSITE	1,000.00	1,000.00	0.00
Total 296-000-671.679 ORG INCOME	1,000.00	1,000.00	0.00
296-000-671.694 MISC	55.59	60.00	-4.41
296-000-695.699 FUND BALANCE	18,000.00	18,000.00	0.00
Total Revenue	227,702.93	228,395.00	-692.07

**Owosso Main Street
Revenue & Expense
Budget vs. Actual
July 2016 through June 2017**

	Jul '16 - Jun 17	Budget	\$ Over Budget
<u>Expense</u>			
DEP 200 GEN SERVICES			
296-200-728.000 OPER SUPPLIES	2,284.62	2,290.00	-5.38
296-200-818.000 CONTRACT SER	3,360.00	3,400.00	-40.00
296-200-831.000 MAINTENANCE	21,662.35	29,000.00	-7,337.65
296-200-858.000 MEMBER + DUES	489.00	500.00	-11.00
296-200-860.000 ED + TRAINING	894.46	900.00	-5.54
296-200-999.101 MANAGER WAGES	56,459.46	56,500.00	-40.54
Total DEP 200 GEN SERVICES	85,149.89	92,590.00	-7,440.11
DEP 695 ORGANIZATION EXPENSES			
296-695-818.000 ORG WK PLNS			
296-695-818.000-WEBSITE	600.00	600.00	0.00
296-695-818.000 ORG WK PLNS - Other	27.50	28.00	-0.50
Total 296-695-818.000 ORG WK PLNS	627.50	628.00	-0.50
DEP 695 ORGANIZATION EXPENSES - Other	350.87	400.00	-49.13
Total DEP 695 ORGANIZATION EXPENSES	978.37	1,028.00	-49.63
DEP 696 PROMOTION EXPENSES			
296-696-818.000 PRO WK PLNS			
296-696-818.000-OPENSTREETS	775.00	800.00	-25.00
296-696-818.000-ARTWALK	1,041.00	1,050.00	-9.00
296-696-818.000-CARCUISE	1,230.00	1,800.00	-570.00
296-696-818.000-DOMI	1,699.50	1,700.00	-0.50
296-696-818.000-DOWNTOWNPROMO	2,597.48	2,600.00	-2.52
296-696-818.000-GLOW	12,681.56	13,000.00	-318.44
296-696-818.000-VINTAGEMOTORCY	1,740.49	1,750.00	-9.51
Total 296-696-818.000 PRO WK PLNS	21,765.03	22,700.00	-934.97
DEP 696 PROMOTION EXPENSES - Other	40.00	50.00	-10.00
Total DEP 696 PROMOTION EXPENSES	21,805.03	22,750.00	-944.97
DEP 697 DESIGN EXPENSES			
296-697-818.000 DES WK PLNS			
296-697-818.000-BIKERACKS	560.00	600.00	-40.00
296-697-818.000-CHRISTMAS	2,180.65	2,190.00	-9.35
296-697-818.000-FLOWER PROGRAM			
296-697-818.000-BASKETS	2,351.99	2,400.00	-48.01
296-697-818.000-BED PLANTS	5,174.90	5,500.00	-325.10
Total 296-697-818.000-FLOWER PROGRAM	7,526.89	7,900.00	-373.11
Total 296-697-818.000 DES WK PLNS	10,267.54	10,690.00	-422.46
296-697-974.000-WAYFINDING	9,047.64	9,100.00	-52.36
296-697-974.000-WOODARDPLC	2,982.00	2,990.00	-8.00
DEP 697 DESIGN EXPENSES - Other	0.00	0.00	0.00
Total DEP 697 DESIGN EXPENSES	22,297.18	22,780.00	-482.82
DEP 698 ER EXPENSES			
296-698-818.000 ER WK PLNS			
296-698-818.000-DEVELOPGUIDE	370.00	380.00	-10.00
Total 296-698-818.000 ER WK PLNS	370.00	380.00	-10.00
DEP 698 ER EXPENSES - Other	0.00	0.00	0.00
Total DEP 698 ER EXPENSES	370.00	380.00	-10.00
DEP 901 - CAPITAL OUTLAY			
296-901-965.730 CAPITOL BOWL	12,440.41	12,450.00	-9.59
Total DEP 901 - CAPITAL OUTLAY	12,440.41	12,450.00	-9.59
DEP 966 TRANSFER OUT			
296-966-999.397 SIDEWALK FUND	76,817.50	75,400.00	1,417.50
Total DEP 966 TRANSFER OUT	76,817.50	75,400.00	1,417.50
Total Expense	219,858.38	227,378.00	-7,519.62
Net Ordinary Revenue	7,844.55	1,017.00	6,827.55
Net Revenue	7,844.55	1,017.00	6,827.55

Account Balance
As of 7/10/17



Owosso Main Street
Checking Account Balance
As of July 10, 2017

Checking Account = **\$51,873.66**

Pending Payments
As of 7/10/17



Owosso Main Street
Unpaid Bills Detail
As of July 10, 2017

	Type	Date	Num	Due Date	Aging	Open Balance
American Speedy Print						
	Bill	07/10/2017		07/14/2017		419.00
	Bill	07/10/2017		07/14/2017		28.00
Total American Speedy Print						447.00
City of Owosso						
	Bill	07/10/2017		07/14/2017		1,859.13
	Bill	07/10/2017		07/14/2017		231.20
Total City of Owosso						2,090.33
Joshua Adams						
	Bill	07/10/2017		07/14/2017		2,178.84
Total Joshua Adams						2,178.84
Kelly's Refuse						
	Bill	07/10/2017		07/14/2017		500.00
Total Kelly's Refuse						500.00
Martha Stinson						
	Bill	07/10/2017		07/14/2017		50.00
Total Martha Stinson						50.00
Wintergreen Corporation						
	Bill	07/10/2017		07/14/2017		3,685.50
Total Wintergreen Corporation						3,685.50
TOTAL						8,951.67

Executive Director Contract Documentation

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY (DDA)/MAIN STREET AND
JOSHUA D. ADAMS**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between Owosso Downtown Development Authority, a Michigan municipal corporation, which has a principal place of business at 301 West Main Street, Owosso, Michigan 48867 (“DDA”) and Joshua D. Adams, a Michigan resident which has a principal residency at 2872 North M-52, Owosso, MI 48867 (“Adams”).

WHEREAS, the DDA and Adams 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 Adams acknowledges and agrees that this Agreement is subject to and conditional upon approval by a majority vote of the Owosso Downtown Development Authority (DDA)/Main Street Board (“Board”). This Agreement shall continue until terminated pursuant to Section 13 hereof and will continue in full force and effect **July 24th 2017 through July 31st, 2021**. A positive drug test nullifies this entire agreement.

2. Services to be Performed. Contractor agrees to provide the services of the Main Street Manager, see attached document for full job description.

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

- a. Adams 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 Adams is performing for the DDA hereunder.
- b. The services required hereunder must be performed to the satisfaction of the Board; provided, however, that the means, manner, and method by which the services will be performed will be determined by Adams.
- c. The services required by this Agreement shall be performed by Adams, and the DDA shall not hire, supervise, or pay any assistants to help Adams.
- d. Adams shall receive training from the DDA/Main Street in the professional skills necessary to perform the services required by this Agreement.
- e. Adams shall be required by the DDA/Board to devote full time to the performance of the services required by this Agreement.

The parties acknowledge and agree that the DDA/Board are entering into this Agreement with reliance on the representations made by the Adams relative to his independent contractor status.

4. Payment. In consideration for all of the services to be performed by Adams beginning July 24th 2017, the City agrees to pay Adams under the terms described in the “**Joint Memorandum of Understanding between the City of Owosso and the Owosso Downtown Development Authority**”. The referenced document is attached. The DDA will not:

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

5. Expenses, Materials, Services and Benefits. The DDA/Board will provide Adams with workspace, office supplies, and such other services that the DDA/Board determines are necessary for Adams to perform the services required hereunder. Adams 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. Adams 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 Board Chairperson in advance.

6. Permits and Licenses. Adams 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. Adams 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 Adams. Adams will not be entitled to these benefits in connection with work performed under this Agreement. If Adams files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Adams shall be deducted from and be an offset against the amount of compensation due and payable to Adams by the DDA under this Agreement.

9. Entire Agreement. This is the entire Agreement between Adams and the DDA/Board. 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. Adams may not assign or subcontract any rights or obligations under this Agreement without the DDA’s/Board’s prior written approval. Adams may not designate anyone other than himself to perform the services required hereunder without the DDA’s/Board’s prior written consent.

12. No Partnership. This Agreement does not create a partnership relationship. Adams does not have authority to enter into contracts on the DDA'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, Adams will return all materials and equipment provided by the DDA/Board under this Agreement.

14. Compliance with Other Agreements. Adams 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 Adams is a party or by which Adams is or may be bound.

15. 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.

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 Downtown Development Authority
(DDA)/Main Street**

Dave Acton, Board Chairperson
Date: _____

Joshua D. Adams
Date: _____

ATTEST:

Kenneth Cushman, Board Treasurer
Date: _____

Donald D. Crawford, City Manager
Date: _____



**Joint Memorandum of Understanding
Between the City of Owosso
And
The Owosso Downtown Development Authority**

This Memorandum of Understanding ("MOU") by and between the city of Owosso ("City"), a Michigan municipal corporation located at 301 West Main Street, Owosso, Michigan, and the Owosso Downtown Development Authority ("DDA"), jointly referred to as the "Parties" and individually as the "Party" is effective as of July 1, 2017 ("Effective Date").

The City is entering into an agreement in which the salary for Josh Adams, current executive director for the DDA, is split 60/40 with the DDA paying 60% and the City paying 40%. This revised pay structure would include a monthly stipend for health insurance as depicted below. Annual cost to the DDA is Thirty Six Thousand Eight Hundred Seventy Dollars (\$36,870); annual cost to the City is Twenty Four Thousand Five Hundred Eighty Dollars (\$24,580). The City shall make a monthly payment of Two Thousand Forty-Eight Dollars and thirty-three cents (\$2,048.33), and shall be directly paid to the DDA for services provided in the preceding month.

Total compensation to Josh Adams is demonstrated in the breakdown below:

- \$56,650 with 60/40 split
 - Stipend for health insurance of \$400/month
 - DDA 60% = \$2,880
 - City 40% = \$1,920
 - ◆ Total cost to DDA = \$36,870
 - ◆ Total cost to city = \$24,580

This MOU is an understanding that Josh Adams shall provide 60% of his time working for the DDA and 40% of his time working for the City in the community development office. As such, Josh's job duties shall include but are not limited to:

- Brownfields
- Rental Rehab
- Façade Grants
- HDC Review/Oversight
- Westown development – inclusion for future façade work

This MOU sets forth the intent of the Parties and as such is a binding obligation on both Parties.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the current contract entered into between the DDA and Josh Adams expires, is renewed, or terminated. At that time, both parties shall reevaluate the existing MOU to determine its necessity unless terminated earlier. Either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination. Upon the expiration of the current MOU, the City and DDA may elect to enter in to a new MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

Donald D. Crawford, City Manager
City of Owosso

Date

David Acton, Chairman
Owosso Downtown Development Authority

Date

Program Assistant Contract Documentation



POSITION DESCRIPTIONS

OMS PROGRAM ASSISTANT JOB DESCRIPTION/ANNUAL EXPECTATIONS

SUPERVISOR: OMS/DDA Executive Director

JOB TITLE: Program Assistant

OMS/DDA PROGRAM ASSISTANT REPORTING RELATIONSHIPS

The OMS/DDA Executive Director will be the functional supervisor of the OMS/DDA Program Assistant.

GENERAL DUTIES OF THE PROGRAM ASSISTANT

- 1.) Collaboration, Communication, and Coordination
- 2.) Attend meetings
- 3.) Aid in the compiling of monthly and annual report data
- 4.) Be discrete with sensitive information
- 5.) Stay neutral in local politics
- 6.) Learn from other Main Street resources & tools.

THE FOLLOWING ARE NOT DUTIES OF THE PROGRAM ASSISTANT

- 1.) Create agendas
- 2.) Take minutes
- 3.) Carry out work plan tasks
- 4.) Take direction from or report to individual Board members
- 5.) Take sides in discussions or disputes

SPECIFIC AND PRIMARY DUTIES OF THE MAIN STREET MANAGER

- 1.) Committee Assistance
 - A.) Work with all four Committees and Committee Chairpersons to assure that the Committees are following the processes of Committee management as set forth by the National Trust Main Street Center and Michigan Main Street
 - B.) Provide concise information and advice regarding the implementation of the "Main Street Four Point Approach"
 - C.) Participate with all Committees and Committee Chairpersons in the development of strategies and goals that will become work plans

2.) Work Plans

A.) Assist Committee members in the development of the work plan documents

B.) Aid the Executive Director in helping Committee members complete work plans, but not by assuming specific work plan tasks

3.) Projects

A.) Aid the Executive Director in coordinating, but do not take responsibility for, the creation of the following ongoing work plans:

i. Sponsorship Development

ii. Newsletter

iii. Volunteer recruitment/maintenance

iv. Facebook

v. Miscellaneous administrative tasks

B.) Help with the development and maintenance the OMS “knowledge legacy” that describes processes, procedures, work plans, and any other documentation that will insure that all Owosso Main Street activities will carry on despite changes in the personnel involved.

4.) Committee Meetings

A.) Attend all Committee meetings; participate by providing technical and operational guidance for individual work plans.

B.) Participate in the development of strategies and solutions that will result in the creation and completion of work plans.

C.) Work with Committee Chairpersons to assure that action items and decisions are precisely identified, documented, and followed up on.

D.) Work with Committee Chairpersons to continually audit work plans to insure that tasks are being completed on time and that the budget for each work plan is being tracked and managed according to the OMS Purchasing Process.

SECONDARY DUTIES OF THE MAIN STREET MANAGER

1.) Become familiar with all persons and groups directly and indirectly involved in the OMS downtown district

2.) Coordinate and facilitate “cross communication” between the Committees

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY (DDA)/MAIN STREET AND
TRACY PELTIER**

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 Tracey Mercado Peltier, an individual whose address is 1888 Ketegwan, Owosso, Michigan 48867 ("Contractor").

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 July 24, 2017 and runs until July 24, 2018.

2. Services to be performed. Contractor agrees to provide the services of assistant to the program executive director (DDA director) **for fifteen (15) hours per week**. The DDA agrees to engage the contractor to provide weekly assistance to the DDA director in program development and implementation. The duties of the OMS/DDA Program Assistant are attached hereto in Exhibit A.

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 this position.

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 Peltier beginning July 24th, 2017, the City agrees to pay Peltier the total sum of **two hundred, eighty eight dollars, forty six cents (\$288.46) per week (payable on a biweekly basis) for the length of the contract.** 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.

**Owosso Downtown Development Authority
(DDA)/Main Street**

Dave Acton, Board Chairperson
Date: _____

Tracey Peltier
Date: _____

ATTEST:

Kenneth Cushman, Board Treasurer
Date: _____



OMS/DDA PROGRAM ASSISTANT TIMESHEET

Day/Date	Total Hours	Activity Description	Results/Follow-Up Actions
Monday Date:		<div style="display: flex; justify-content: space-between;"> <div> 1. Activity: 2. Activity: 3. Activity: </div> <div> 1. Hours: 2. Hours: 3. Hours: </div> </div>	Notes:
Tuesday Date:		<div style="display: flex; justify-content: space-between;"> <div> 1. Activity: 2. Activity: 3. Activity: </div> <div> 1. Hours: 2. Hours: 3. Hours: </div> </div>	Notes:
Wednesday Date:		<div style="display: flex; justify-content: space-between;"> <div> 1. Activity: 2. Activity: 3. Activity: </div> <div> 1. Hours: 2. Hours: 3. Hours: </div> </div>	Notes:
Thursday Date:		<div style="display: flex; justify-content: space-between;"> <div> 1. Activity: 2. Activity: 3. Activity: </div> <div> 1. Hours: 2. Hours: 3. Hours: </div> </div>	Notes:
Friday Date:		<div style="display: flex; justify-content: space-between;"> <div> 1. Activity: 2. Activity: 3. Activity: </div> <div> 1. Hours: 2. Hours: 3. Hours: </div> </div>	Notes:
Total		<i>Note: Position CANNOT exceed 15 hours per week</i>	

Signature:

Program Assistant: _____

Approval:

Executive Director: _____

Security System Proposal



2005 E. M-21
Owosso, MI 48867
www.saycomputer.net
989-720-2667

Owosso Main Street DDA
207 North Washington Street Suite C
Owosso, MI 48867
989-720-0571

Ticket #
Estimate # 7728
Estimate Date 07-05-17
Total \$2,269.19

Item	Description	Unit Cost	Quantity	Line Total
Say Computer 16 Channel NVR	Hi Definition NVR Recorder for IP Cameras 16 Channel NVR Records up to 6MP 100 Mbps throughput Please note this NVR does not include a remote control. All controls are done through included mouse.	\$299.99	1.0	\$299.99
Camera System 6TB Hard Drive	6TB Surveillance Hard Drive for DVR Hybrid Or NVR	\$350.00	1.0	\$350.00
Say Computer SC-274S-DMZ Motorized 4MP Vari-Focal Dome 2.8-12mm	1/3" Progressive Scan CMOS Up to 4MP HD Resolution 120dB WDR 2.8-12mm Vari-Focal Lens Up to 30 meters IR range IP66 Weatherproof Protection Built-in Micro SD card slot, up to 128 GB	\$350.00	4.0	\$1,400.00
Say Computer IPCamPower 4 port POE Switch	4 Port POE Switch W/ 2 Gigabit Uplinks for IP Cameras	\$85.00	2.0	\$170.00

THIS IS AN ESTIMATE

Disclaimer

Subtotal \$2,219.99
Tax \$49.20
Estimate Total \$2,269.19

By signing the SayComputer, LLC's estimate you are agreeing to SayComputer, LLC's Terms of Service. The Terms of Service agreement is located on the wall or at <http://www.saycomputer.net/Terms>. If you have any questions about the SayComputer, LLC's Terms of Service please speak to the on duty manager.

Signed: _____

Date: _____



