



## OUR MISSION

***“Through community partnerships and a shared vision for the future, work to keep downtown Boyne City vibrant and successful while preserving its historic heritage and supporting sustainable projects.”***

### BOARD MEETING

**August 1, 2019 – 8:30 A.M. Boyne City City Hall**

1. CALL MEETING TO ORDER AND ROLL CALL
2. READING AND APPROVAL OF MINUTES – June 6, 2019
3. HEARING CITIZENS PRESENT (ON NON-AGENDA ITEMS)
4. CORRESPONDENCE
5. MAIN STREET COMMITTEE REPORTS
  - A. Organization – July Canceled
    - a. Boyne Thunder
  - B. Promotions/Marketing – July Canceled
  - C. Design – Becky Harris
  - D. Economic Vitality/Team Boyne – July Canceled
6. MAIN STREET DIRECTOR’S REPORT
7. UNFINISHED BUSINESS
8. NEW BUSINESS
  - A. Michigan Main Street Agreement

Consideration to approve the *Michigan Main Street Program Community Requirements and Expectations Agreement* as proposed

- B. Financial Report Review
  - i. Boyne City Main Street

ii. Boyne City Farmers Market

9. GOOD OF THE ORDER

10. ANNOUNCEMENTS

- A. Design Committee Meeting, Monday, August 5, 4:00 p.m. – City Hall
- B. Promotions/ Marketing Committee Meeting, Tuesday, August 13, 9:00 a.m. – Library
- C. Organization Committee Meeting, Tuesday, August 13, 4:00 p.m. – Library
- D. Economic Vitality/Team Boyne Meeting – Friday, August 16, 9:00 a.m. - Library
- E. Main Street Board Meeting, Thursday, September 5, 8:30 a.m. – City Hall

11. ADJOURNMENT

*Individuals with disabilities requiring auxiliary aids or services in order to participate in municipal meetings may contact Boyne City Hall for assistance: Cindy Grice, Clerk/Treasurer, 319 North Lake St., Boyne City, MI 49712; 231-582-0334*



Approved: \_\_\_\_\_

Meeting of June 6, 2019 MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY, JUNE 6, 2019 at 8:30 AM CITY HALL, 319 NORTH LAKE STREET

Call to Order Chair Chris Bandy called the meeting to order at 8:30 a.m.

Roll Call Present: Jodie Adams, Chris Bandy, Michael Cain, Michelle Cortright, Patti Gabos and Pat O'Brien

Meeting Attendance Absent: Becky Harris, Patrick Little, Rob Swartz

City Staff: Main Street Director Kelsie King-Duff, Recording Secretary Jane Halstead, Assistant Planner Patrick Kilkenney, Main Street Assistant Ingrid Day

Public: None

Excused Absences MOTION Cortright moved, Cain seconded, PASSED UNANIMOUSLY to excuse Becky Harris, Patrick Little and Rob Swartz.

Citizens Comments None.

Correspondence Kelsie King-Duff received an invitation to the Grand Opening of the Lake Charlevoix Association's Lakeshore Garden Project on Sunday June 9th. Received and filed.

Committee Reports Organization Minutes received and filed. Michelle Cortright reviewed the highlights: Volunteer recruitment is key – the current volunteer database is not viable. Recruitment will take place this fall. There is one opening left for Boyne Thunder. A parking training session was held. The Committee will be working on the GAMSA application as soon as details are available.

Promotion/Marketing Minutes received and filed. Bandy reported that Main Street's Facebook count is over 2,600 with a reach of over 30,000. Instagram has about 1000 followers. Thank you to Mike from the DPW for the assistance with hanging the banners and thanks to Ingrid for spearheading the project.

**Design**

Minutes received and filed.

The Committee discussed the façade grants which is an agenda item later in the meeting.

**Economic Vitality/Team Boyne**

Minutes received and filed.

Representatives from Great Lakes Energy shared their plans for the development of the old Carter’s building next to GLE.

Anora O’Conner from United Way shared statistics from the Alice Report.

Karen Wright presented her Pause, Breathe, Proceed initiative.

The Lofts on Lake has been approved by the Planning Commission and the City Commission.

**Farmer’s Market**

The new layout for the Farmer’s Market is receiving positive feedback from both the vendors and patrons of the market.

**Director’s Report**

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Received and filed. Congratulations to Kelsie for being appointed to the Michigan Main Street Advisory Council!

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**Unfinished Business**

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None.

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**New Business**

**Façade Grant Awards**

**Façade Grant Awards**

Consideration to approve façade grant awards in the following amounts, as recommended by Design Committee: \$15,000 213 S. Lake (Banner Law Office), and \$5,000 123/125 Water Street.

There were five applicants for the Façade Grant. The Design Committee reviewed the applications and made the recommendation to support the application from the Banner Law Office for a complete renovation of the office façade and the application from Tom Bernardin for phase 2 of the renovation at 123/125 Water Street which will include a bump out for the front door.

**MOTION**

**Adams moved, Cortright seconded, PASSED UNANIMOUSLY** to approve the façade grant awards in the following amounts, as recommended by the Design Committee: \$15,000 213 S. Lake (Banner Law Office), and \$5,000 123/125 Water Street.

**Financial Report Review**

The Financial Report was received and filed.

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## Good Of The Order

- We are moving forward with the sister-city arrangements with Boyne, Ireland. Representatives from that city will be here the week of July 15<sup>th</sup>.
- The Pavilion project is moving forward. The grant from MEDC has been approved. The majority of the work will be done after Labor Day.
- The renovations taking place at the old REH Acres are impressive.
- We are applying for a grant from Consumers Energy for an electric vehicle charging station.
- Lake levels are very high. This could have significant implications if levels continue to rise.
- It is important that Main Street Board members attend meetings that pertain to Main Street such as the recent meeting regarding the Lakes on Loft project. We need better representation.
- Pat O'Brien Real Estate will be awarding a "Local Hero" a free week-long vacation at the lake. Nominations are being taken through June.
- The upgrades are complete at Riverside Park. They include new picnic tables and benches, signage and an improved parking area.
- The Chamber of Commerce and Main Street will be having a ribbon cutting and open house today to celebrate their new offices.
- Duck Race tickets are available at the Chamber.
- Ingrid thanked the Board for approving the new Main Street office space – it is wonderful.

## Motion to go into Closed Session

### MOTION

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**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to go into closed session regarding Attorney/Client Privilege document as provided in MCL 15.268 (h) of the Michigan Open Meetings Act (PA 267 of 1976) at 9:02 a.m.

## Motion to Exit the Closed Session

### MOTION

**Cain moved, O'Brien seconded, PASSED UNANIMOUSLY** to exit the closed session and return to open session at 9:18 a.m.

## Camp Quality Letter

### MOTION

**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to authorize the Executive Director to send a letter to Camp Quality regarding Boyne Thunder as discussed.

## Adjournment

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**Cortright moved, Cain seconded, PASSED UNANIMOUSLY** to adjourn the June 6, 2019 meeting of the Boyne City Main Street Board at 9:25 a.m.

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Jane Halstead, Recording Secretary



### **Directors Report- August 2019**

- All July events went smoothly. Numbers are still be calculated for both Boyne Thunder and Food Truck Rally, and I will provide those as soon as possible Food Truck Rally is definitely expected to be a record year, with the HOG group having hosted their opening ceremony at the rally.
- Our GAMSA application has been submitted. We should hear the week of August 12<sup>th</sup> if we make it to the Top 8 (new this year from the Top 10).
- City Commission approved PA 210, the tax incentive for the Lofts on Lake Street project. Michigan Community Capital is hoping to break ground on the project in November, but at the latest in early Spring.
- The façade renovation of the old Sportsman building has been is complete. This was a façade grant from last year.
- The 2019-20 Walkabout Sculpture piece was installed in June in Sunset Park. It is titled Puddle Jumper and is by Indian River artist Pamela Dueweke.
- The ribbon cutting held at the office in June went really well. There were probably about 50 people through the Chamber and Main Street office throughout the day.
- One downtown business will be applying for the Match on Main grant through Michigan Main Street, Applications are due July 31 and we should know within a few weeks if the grant is awarded or not.
- The Back to the Bricks Car Show would like us to submit an application to be a possible host city in 2020 again this year. I will be working through that over the next few weeks.
- Parkside Grill and Treats has sold and North Harbor Real Estate will be moving their offices to Petoskey.



**To:** Main Street Board

**From:** Kelsie King-Duff

**Date:** July 25, 2019

**Subject:** Michigan Main Street Program Community Requirements and Expectations Agreement

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**Overview:**

The proposed Michigan Main Street Program Community Requirements and Expectations Agreement is included in the board packet for your review. This is an update to the agreement with Michigan Main Street that the board approved in January (also included for your reference), which now reflects the requirement of participation in the Redevelopment Ready Communities Program in order to receive third party services from Michigan Main Street. This update is required to be approved by the board by September 23, 2019 or participation with Michigan Main Street will be terminated. Since the City of Boyne City is already a certified Redevelopment Ready Community, there should not be anything needed to continue with Michigan Main Street besides the signed updated agreement. The changes related to RRC are reflected in numbers 13 and 14 on the new agreement (bottom of page 3 and top of page 4). Other changes reflected in the agreement are under the section "Program Services provided to Master MEDC/MMS Communities" (Number 1 on page 4), and also the language relating to Design Services (Number 6 on page 5). I am seeking clarification from Michigan Main Street related to the Design Services language. The Program Services section now more accurately reflects what we do receive as a Master Level community.

**RECOMMENDATION:**

I recommend approval of Michigan Main Street Program Community Requirements and Expectations Agreement as proposed.

# **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, and the DOWNTOWN DEVELOPMENT AUTHORITY (DDA) on behalf of Boyne City, County of Charlevoix, State of Michigan (the “**Community**”) whose address is 319 North Lake Street, Boyne City, MI 49712 and its Local Program (“**Local Program**”) whose address is 319 North Lake Street, Boyne City, MI 49712. The MEDC, the Community, and the Local Program are each a “**Party**” and, collectively, are the “**Parties**,” to this Agreement, for the purpose of implementing the MEDC 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;

WHEREAS, the Community and Local Program have 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 Community’s 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 Boyne City, 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 and its Local Program agree 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 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 Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund 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 reinstalled once training 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 Trainings.
    - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC 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 annual reports by the first Friday in 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 Community must meet these standards at the end of each two-year period or this Agreement will be terminated and the Community will no longer be a MEDC/MMS accredited/certified community. 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.
9. Utilize the MEDC/MMS Program name and logo with the MEDC/MMS Program 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 MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer a MEDC 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 a MEDC/MMS community. Changes to either of these require MEDC/MMS Program 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, this Agreement will be terminated, and the Community will no longer be an MMS Community. 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.
  12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program 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. If the Community is engaged in the Redevelopment Ready Communities® Program, it shall discharge all duties and responsibilities related to the Community's participation in the Redevelopment Ready Communities® Program, including, without limitation, the Community's obligations as outlined in its Redevelopment Ready Communities® Program Memorandum of Understanding with the MEDC, and remain in good standing in the Redevelopment Ready Communities® Program, as determined solely by the MEDC.

14. 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/MMS Program agrees to provide these services:**

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 (C)\*
  - Board Training (C)\*
  - Business Recruitment
  - Downtown Future services
  - Director Training (C)\*
  - Committee/Taskforce Training (C)\*
  - Design Services – remainder of services to the Community from Selected Level
  - MEDC/MMS Trainings
  - Branding Service (C)\*
  - Retail Merchandising (C)\*
  - Biennial Accreditation visits with the National Main Street Center (C)\*
  - MEDC/MMS Listserv Opportunities
  - Mentoring Opportunities
  - Eligible for seat on MEDC/MMS Advisory Council
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\* (C) = Services provided within community

2. Conduct MEDC/MMS Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/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/MMS may request the assistance of other State or Federal agencies.

6. The Design Services may be scheduled according to the Community's needs with a maximum of one (1) service provided per year as long as Local Program is in compliance with this Agreement.
7. Invite Community to attend training and technical assistance opportunities in the other Select or Master MMS Communities.
8. Accredite, 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 July 23, 2019 shall remain in effect until the earlier of December 31, 2021 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 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 Local Program 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 a the MEDC/MMS Program Community. Local Program's use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program 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. Local Program 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.** The Community and its Local Program shall 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.
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. The Parties agree that that certain Michigan Main Street Program Community Requirements and Expectations Agreement dated January 16, 2019 between the MEDC, the Community, and the Local Program is terminated.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not 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 Community and/or 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 and its Local Program (“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 and/or its Local Program 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 and its Local Program 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 its Local Program, 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 or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.

- E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by 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 MEDC.

17. **RESERVATIONS**. MEDC/MMS 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 September 23, 2019 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.

**DOWNTOWN DEVELOPMENT AUTHORITY**

BY: \_\_\_\_\_  
Michael Cain, City Manager

**LOCAL PROGRAM**

BY: \_\_\_\_\_  
Kelsie King-Duff, Executive Director

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

BY: \_\_\_\_\_  
Christin Armstrong, Secretary

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

**Six Standards of Performance  
for Accreditation**

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1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

# 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, and the Community of Bayne City, County of Charlevoix, State of Michigan (the "Community") whose address (City, State, Zip Code) is Bayne City, MI. 49712 and its Local Program ("Local Program") whose address (City, State, Zip Code) is Bayne City, MI. 49712, each of such parties being a "Party" to this Agreement, for the purpose of implementing the MEDC 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;

WHEREAS, the Community and Local Program have 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 Ten 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 Community's Local Program, pursuant to its designation as a Master Michigan Main Street 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 Bayne City, 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 and its Local Program agree 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 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 Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund 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 once training issues are resolved.
  - 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 acceptable for two (2) individuals to divide the time between them, as long as the community is represented for the entirety of the provided service.
    - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Quarterly Training.
    - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Quarterly Training.
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 annual reports by the first Friday in f August 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 Ten Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated

and the Community will no longer be a MEDC/MMS certified community. 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.

9. Utilize the MEDC/MMS Program name and logo with the MEDC/MMS Program 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 MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer a MEDC 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 a MEDC/MMS community. Changes to either of these require MEDC/MMS Program 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, 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, MEDC/MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and Community will no longer be a MEDC/MMS community. 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.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and 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 a MEDC/MMS Community.

**SECTION II. The MEDC/MMS Program agrees to provide these services:**

1. Provide customized program training and technical assistance to each MEDC Community. Training and technical assistance are anticipated as follows, but may be modified by the MEDC/MMS Program, in its sole discretion, to meet programmatic needs:

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

- Manager Selection Assistance (C)\*
  - Board Training (C)\*
  - Manager Training (C)\*
  - Work Plan Training (C)\*
  - Committee Training (C)\*
  - Main Street Building Basic (C)\*
  - Design Services – remainder of services to the Community from Selected Level
  - MEDC/MMS Quarterly Trainings
  - Branding Service (C)\*
  - Retail Merchandising (C)\*
  - Biennial Program Evaluations (C)\*
  - Accreditation w/ the National Main Street Center
  - MEDC/MMS Listserv Opportunities
  - Mentoring Opportunities
  - Eligible for seat on MEDC/MMS Advisory Committee
- 

\* (C) = Services provided within community

2. Conduct MEDC/MMS Quarterly Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/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 II.1 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 acceptance of 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 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. Provide one (1) Design 101 Training workshop and the remainder of Design Services not utilized during the Community's participation in the Selected Level. The Design Services may be scheduled according to the Community's needs with

a maximum of three (3) services provided per year as long as Local Program is in compliance with this Agreement.

7. Invite all Master MEDC communities to attend training and technical assistance opportunities in the other Selected or Master MEDC Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible MEDC communities that meet the above Minimum Participation Standards (Section II.1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

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

1. **TERM OF THE AGREEMENT.** This Agreement, beginning Jan, 2019 shall remain in effect until the earlier of Dec. 2020, or such time as the "**Termination or Cancellation**" provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and 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 Local Program 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 a the MEDC/MMS Program Community. Local Program's use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program 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. Local Program 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.** The Community and its Local Program shall 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.
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, the Community and its Local Program shall not 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 Community and/or 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. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.
12. **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.
13. **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.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC/MMS 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.

15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.

16. **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.

17. **TERMINATION OR CANCELLATION.**

A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Program ("**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 and/or its Local Program 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 and its Local Program 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 its Local Program, 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 or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.
  - E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by 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 MEDC.
18. **RESERVATIONS.** MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
20. **Failure to sign and submit this agreement to MEDC on or before January, 2014, 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.

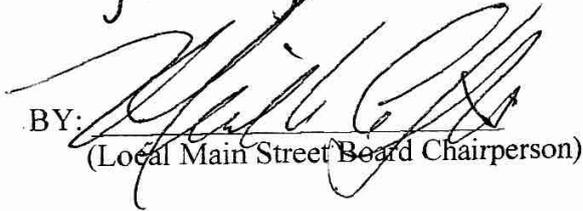
City of Boyne City ("COMMUNITY")

BY:   
(City Manager or Village President)

1-9-19  
(Date)

Boyne City, Michigan  
(City or Village)

Boyne City Main Street ("LOCAL PROGRAM")

BY:   
(Local Main Street Board Chairperson)

1/8/19  
(Date)

Boyne City Main Street  
(Local Program)

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION ("MEDC")**

BY: \_\_\_\_\_  
(Vice President of Community Development)

\_\_\_\_\_  
(Date)

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

**Ten Standards of Performance  
for Accreditation**

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1. Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Has developed vision and mission statements relevant to community conditions and to Local Program's organizational stage
3. Has a comprehensive Main Street work plan with measurable objectives
4. Possesses an historic preservation ethic
5. Has an active board of directors and committees
6. Has an adequate operating budget
7. Has a paid professional program director
8. Conducts a program of on-going training for staff and volunteers
9. Reports key statistics
10. Is a current member of the National Main Street Network

PERIOD ENDING 06/30/2019

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2019 NORMAL (ABNORMAL)	MONTH 06/30/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 030 - REVENUES						
248-030-400.000	ALLOCATION FROM CUR YR FD BAL	19,156.00	0.00	0.00	19,156.00	0.00
248-030-405.000	CURRENT YEAR TAXES	292,263.00	0.00	0.00	292,263.00	0.00
248-030-670.000	PROMOTIONS COMMITTEE REVENUE	15,000.00	3,700.00	950.00	11,300.00	24.67
248-030-670.100	BOYNE APPETIT	4,000.00	0.00	0.00	4,000.00	0.00
248-030-670.300	WALKABOUT SCULPTURE SHOW	3,000.00	0.00	0.00	3,000.00	0.00
248-030-675.000	CONTRIBUTIONS	0.00	3.31	0.00	(3.31)	100.00
248-030-676.000	SPECIAL EVENTS - POKER RUN	40,000.00	0.00	0.00	40,000.00	0.00
Total Dept 030 - REVENUES		373,419.00	3,703.31	950.00	369,715.69	0.99
TOTAL REVENUES		373,419.00	3,703.31	950.00	369,715.69	0.99
Expenditures						
Dept 731 - EXPENDITURES						
248-731-705.000	SALARIES/WAGES	64,262.00	7,430.28	4,571.43	56,831.72	11.56
248-731-712.000	INSURANCE: LIFE/AD&D	250.00	23.42	15.52	226.58	9.37
248-731-713.000	MEDICAL INSURANCE	7,056.00	1,764.05	1,764.05	5,291.95	25.00
248-731-714.000	SOCIAL SECURITY	4,884.00	733.80	515.11	4,150.20	15.02
248-731-715.000	PENSION	4,242.00	666.38	459.46	3,575.62	15.71
248-731-716.000	UNEMPLOYMENT	10.00	0.00	0.00	10.00	0.00
248-731-719.000	SICK/VACATION	3,058.00	397.92	397.92	2,660.08	13.01
248-731-727.000	OFFICE SUPPLIES	1,000.00	66.42	0.00	933.58	6.64
248-731-730.000	REPAIRS/MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
248-731-732.000	MEMBERSHIP DUES	3,350.00	3,000.00	0.00	350.00	89.55
248-731-740.000	UTILITIES/INTERNET SERVICE	732.00	97.64	58.99	634.36	13.34
248-731-750.000	ADMINISTRATIVE FEE	7,500.00	0.00	0.00	7,500.00	0.00
248-731-760.000	DESIGN COMM EXPENSES	2,250.00	0.00	0.00	2,250.00	0.00
248-731-762.000	DESIGN CAPITAL IMPROVEMENTS	77,500.00	0.00	0.00	77,500.00	0.00
248-731-763.000	STREETSCAPE AMENITIES	30,000.00	8,317.33	2,145.33	21,682.67	27.72
248-731-782.000	BUSINESS RECRUITMENT/RETENTION	8,500.00	1,521.81	1,521.81	6,978.19	17.90
248-731-812.000	ORGANIZATION COMM EXPENSES	1,500.00	361.49	296.00	1,138.51	24.10
248-731-870.000	EDUCATION/TRAVEL	5,925.00	825.00	0.00	5,100.00	13.92
248-731-900.000	ADVERTISING/PUBLISHING	15,000.00	5,728.25	4,686.63	9,271.75	38.19
248-731-902.000	PROMOTIONS COMMITTEE EXPENSES	12,000.00	800.00	400.00	11,200.00	6.67
248-731-910.000	PROMOTIONS COMMITTEE EVENTS	16,000.00	2,438.46	1,435.00	13,561.54	15.24
248-731-910.100	BOYNE APPETIT	4,000.00	0.00	0.00	4,000.00	0.00
248-731-910.200	WALKABOUT SCULPTURE SHOW	3,000.00	0.00	0.00	3,000.00	0.00
248-731-910.300	STROLL THE STRETS	16,000.00	0.00	0.00	16,000.00	0.00
248-731-940.000	FACILITIES RENT	8,400.00	1,100.00	550.00	7,300.00	13.10
248-731-942.000	SERVICE MAINTENANCE FEE	75,000.00	0.00	0.00	75,000.00	0.00
Total Dept 731 - EXPENDITURES		373,419.00	35,272.25	18,817.25	338,146.75	9.45
TOTAL EXPENDITURES		373,419.00	35,272.25	18,817.25	338,146.75	9.45
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		373,419.00	3,703.31	950.00	369,715.69	0.99
TOTAL EXPENDITURES		373,419.00	35,272.25	18,817.25	338,146.75	9.45
NET OF REVENUES & EXPENDITURES		0.00	(31,568.94)	(17,867.25)	31,568.94	100.00

REVENUE AND EXPENDITURE REPORT FOR BOYNE CITY

PERIOD ENDING 06/30/2019

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
			06/30/2019 NORMAL (ABNORMAL)	MONTH 06/30/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	