



## 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.”***

### October 3, 2019 – 8:30 A.M. Boyne City City Hall

1. CALL MEETING TO ORDER AND ROLL CALL
2. READING AND APPROVAL OF MINUTES – September 5, 2019
3. HEARING CITIZENS PRESENT (ON NON-AGENDA ITEMS)
  - A. Welcome to Notice Pictures/National Main Street Center
4. CORRESPONDENCE
5. MAIN STREET COMMITTEE REPORTS
  - A. Organization – Michelle Cortright
    - a. Boyne Thunder
  - B. Promotions/Marketing – Chris Bandy
  - C. Design – Becky Harris
  - D. Economic Vitality/Team Boyne – Mike Cain

#### 6. MAIN STREET DIRECTOR’S REPORT

#### 7. UNFINISHED BUSINESS

- A. Michigan Main Street Contract

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

#### 8. NEW BUSINESS

- A. Holiday Lighting Contract

Consideration to approve a 1 year contract with Holiday Lighting Services up to \$10,000

B. Boyne Thunder 2020

Consideration to allocate 55% of net income to Camp Quality, 10% of net income to Challenge Mountain, and 35% of net income to Boyne City Main Street pending same level of volunteer support for Boyne Thunder 2020

C. Financial Report Review

- i. Boyne City Main Street
- ii. Boyne City Farmers Market

9. GOOD OF THE ORDER

10. Request of the Executive Director 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)

11. ANNOUNCEMENTS

- A. Design Committee Meeting, Monday, Oct. 7, 4:00 p.m. – City Hall
- B. Promotions/ Marketing Committee Meeting, Tuesday, Oct. 8, 9:00 a.m. – Library
- C. Organization Committee Meeting, Tuesday, Oct. 8, 4:00 p.m. – Library
- D. Economic Vitality/Team Boyne Meeting – Friday, Oct. 18, 9:00 a.m. - Library
- E. Boyne Thunder – Thursday, Oct. 24, 5:00 p.m. - Library
- F. Main Street Board Meeting, Thursday, Nov. 7, 8:30 a.m. – City Hall

12. 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 September 5, 2019 MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY, SEPTEMBER 5, 2019 at 8:30 AM CITY HALL, 319 NORTH LAKE STREET

Call to Order Chair Chris Bandy called the meeting to order at 8:31 a.m.

Roll Call Present: Jodie Adams, Chris Bandy, Michael Cain, Michelle Cortright, Patti Gabos, Becky Harris, Patrick Little, Pat O'Brien and Rob Swartz Little arrived at 8:41 am.

Meeting Attendance Absent: None City Staff: Main Street Director Kelsie King-Duff, Recording Secretary Jane Halstead, Assistant Planner Patrick Kilkenny, Main Street Assistant Ingrid Day

Public: Three

Approval of Minutes MOTION Cortright moved, O'Brien seconded, to approve the August 1, 2019 minutes as presented.

Correspondence An invitation to the retirement party for Maureen Radke of the Charlevoix County Community Foundation was received. An invitation to the open house to celebrate the 50th Anniversary of Harbor House Publishers was received and included in the agenda packet.

Committee Reports Organization Committee Minutes were received and filed. Boyne Thunder financials are being worked on and Team Boyne will begin visiting businesses soon. Downtown snow removal was much improved this year. Planning Director Scott McPherson addressed the Board and provided an update on the parking ordinance changes that are being considered. Annaka Norris of Cambourne Consulting was in Boyne City recently to review our current standards. It has been recommended that the City use a parking generation ratio which will significantly reduce the amount of required parking in the downtown core. Recommendations also include allowing a developer or business owner to pay an in lieu fee of \$4,000 per parking space to the City if they cannot supply the number of spaces required. The Planning Commission has recommended that Staff develop ordinance language to implement the recommendations. A public hearing will be held.

**Promotions/Marketing Committee**

Minutes were received and filed. Upcoming events include Harvest Fest, Earlier than the Bird and the Santa Parade.

**Design Committee**

Minutes were received and filed. Kelsie King-Duff is working with Tim Faas to determine work that needs to be done on the downtown streetscape. The plans for the Clock Tower repair continue to be worked on. Michael Cain is working with CMS Energy to put the utility lines on Lake Street and in Veterans’ Park underground.

**Economic Vitality/Team Boyne**

Minutes were received and filed. Dana Kollwehr, a representative from Michigan Main Street was on hand to give a presentation on business development and retention. She placed a strong emphasis on the retention of businesses. Team Boyne is making plans to visit our downtown businesses to see if they can provide any resources or be of assistance.

**Director’s Report**

Received and filed. Please note that representatives from Michigan Main Street will be here Wednesday September 11th at 8:00 a.m. for their check-in visit.

**Unfinished Business**

**Michigan Main Street Contract**

**Michigan Main Street Contract**

We have not received the contract as of yet. This item will be delayed until the meeting next month.

**New Business**

**Informational Meeting**

**Informational Meeting**

P.A. 57 of @018 Sec. 910 (4) requires that the Downtown Development Authority meet semi-annually for an informational meeting to inform the public of the goals and direction of the authority, including projects undertaken. This meeting meets that requirement.

**Farmers Market Recommendation**

**Farmer Market Recommendation**

Authorization to have the Farmers Market Committee Chair and Vice Chair work with the Organization Committee on drafting a new policy/roles & responsibility document for the Farmers Market Committee.  
The Organization Committee wants to provide support to the farmers market and the farmers market manager. The goal is to help develop updated operational documents and bring them back to the Main Street Board for approval.

**MOTION**

**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to authorize the Farmers Market Committee Chair and Vice Chair work with the Organization Committee on drafting a new policy/roles & responsibility document for the Farmers Market Committee.

## Financial Report Review

The Financial Report was received and filed.

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### Good Of The Order

- The City has an executed contract from MEDC for the Pavilion project for \$408,415. The updates to the Pavilion will include a commercial kitchen, heating, and two new picnic areas. City Manager Cain met with the architect and contractor and the project is expect to start October 1<sup>st</sup>.
- Pavement marking is taking place throughout the City.
- Water Street is currently torn up for the purposes of installing a fire suppression line at the Wine Emporium building.
- Cortright shared some information from an article on diversity. Teams/boards with cognitive diversity make better decisions.
- On September 20th from 1:00 to 6:00 pm, Harbor House will host an open house to celebrate their 50th anniversary.
- Thank you to all the volunteers who have made this summer's events a success.
- The Triathlon went very well. There were just under 300 participants.
- Patrick Little reported that school is off to a great start. They have seen positive growth with 74 new students in the school system. Next year school will start on the Tuesday before Labor Day.
- Thursday, September 13<sup>th</sup> is the Chamber of Commerce golf-outing.
- The Flywheeler Business-After- Hours will be held on Tuesday, September 17<sup>th</sup>.
- The Business Expo is going to be held at the High School this year. The Taste of Boyne will be a separate event in April.
- Kudos to the Marina Staff for doing a great job this summer.

Pat O'Brien left the Main Street Board meeting at 9:25 a.m.

### Motion to go into Closed Session MOTION

**Cain moved, Swartz 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 9:39 a.m.

### Motion to Exit the Closed Session MOTION

**Cain moved, Little seconded, PASSED UNANIMOUSLY** to exit the closed session and return to open session at 10:03 a.m.

### Adjournment

**Cain moved, Swartz seconded, PASSED UNANIMOUSLY** to adjourn the September 5, 2019 meeting of the Boyne City Main Street Board at 10:04 a.m.

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Jane Halstead, Recording Secretary

**Org Committee**  
**Tuesday, September 9, 2019**

Present: Rob Swartz, Monica Kroondyk, Kelsie King-Duff, Michelle Cortright, Bob Alger, Pat O'Brien.

*Volunteer Recruitment:* A date for a volunteer recruitment mixer is being discussed. The event will be held in conjunction with the Chamber. Kecia has found a volunteer rack card, which we can use.

*Team Boyne:* Lengthy discussion on the purpose and effectiveness of Team Boyne, the Economic Vitality committee of Main Street. The Board will review the committee's goals and strategic plan, to see if changes need to be made. Business interviews are being conducted.

*Parking:* Kelsie reported that City staff will be meeting next week to discuss this topic.

*Downtown Snow Removal:* Went much better last year, and feedback was good in the survey. We do not have any enforcement capabilities.

*Boyne Thunder:* Getting close to having final numbers. Committee starts meeting again this month for 2020 planning.

*Farmers Market:* Kelsie will send out a Doodle to get a time the committee can have a special meeting with the chair and vice chair of the market committee in order to work on a rules & responsibilities document.

*Next Meeting:* Several committee members reported the next regular meeting date won't work. Michelle will send out an email to get a new date established.

## **Marketing Committee**

Boyne City Main Street  
Boyne District Library Conference Room

Tuesday, September 10, 2019, 9AM

Attendance: Sally Van Domelen, Karen Guzniczak, Barb Brooks, Linn Williams, Kelsie King-Duff, and Ingrid Day

1. Welcome and meeting called to order at 9:05 am.
2. Main Street Vision and Mission editing/sound bites project  
A small group met and Sally is putting together the notes to share.
3. Social Media/Website  
Facebook count is 3009 with a reach of 14,200. Instagram has 1,048 followers. Sally commented that Main Street still does not show up on the first page when searched for on the internet.
4. Paid Advertising  
Kelsie will work with Kecia to place an ad for several winter events in November.
5. Redevelopment Ready Communities Marketing Plan  
Kelsie thanked everyone for their input and Kecia will finalize the response document.
6. Harvest Fest  
Karen gave us a run-down on the number of games and non-profits that will be part of this event. Kelsie noted that having up to 10 volunteers the morning of will help us with the early morning set-up on the day of.
7. Restaurant Week  
For October will run much like previous ones. Planning will be underway this week. In the spring, the Taste of Boyne will kick-off a revamped week.
8. Halloween Parade  
We help put together the flyer for this; it is not one of our events.

9. Upcoming Events

Santa Parade/Open House and Earlier Than the Bird: basic planning is underway and after some discussion, it was agreed that we would not seek a sponsor for the ETTB mugs.

10. Post Event Reviews

Discussion was had around the proposed survey for attendees and businesses of Stroll the Streets. Input was received and Kelsie will send out the survey this week.

11. Other

Kelsie passed along a flyer for a 'lunch and learn' at Boyne Mountain about digital advertising on 10/8. Kelsie also asked all participants to complete a Volunteer Form that will be used for our records only.

Meeting adjourned at 10:10 AM.

**Next Meeting: Tues, October 8, 2019 at 9AM - Boyne Library Conf. Room**

## **Design Committee Meeting**

Boyne City Main Street  
Boyne City Hall Parkview Room

Monday, September 9, 2019, 4 PM

### **Members Attending:**

Adam Graef, Bruce Janssen, Mike Cain, Becky Harris, Nicole Zuehlke, Gary Deters, Linn Williams, Pam Macksie, Patrick Kilkenny and Ingrid Day

Meeting called to order at 4:05 pm. Introductions were made around the table in order to best introduce our two new members, Nicole and Gary.

### **New Business:**

1. New trees placed in front of One Water Street and some repairs to concrete in the downtown area has begun. Plan in place to monitor these trees that seem to keep dying.
2. Mike also briefed the group on the request of Lofts on Lake to move their utilities underground and whether or not the city can piggyback on this concept for Lake Street projects and Veterans Park.

### **Project Updates:**

1. Riverbank: Bruce has not yet scheduled a walk-through of the area. Discussion about how to best maintain the riverbank area in the future, expanding walkways and fixing the existing boardwalk, pulling out the cement by the rivermouth and maintenance.
2. Clock Tower: no update and no further plans have been received.
3. Recycling: after much discussion, Ingrid will contact the county to see if we can use their blue recycle bins for a month or two as a "test" for a recycling program. The idea of wrapping a green refuse bin has been dropped for now.
4. Historical Trust sign: Bruce is still working on costs and finding pictures that are clear enough to use. Discussion was had about the number of pictures included. Bruce will come to the next meeting with a full sized

mock-up of the current sign proposal. Mike suggested that we try to finalize this by December so that the sign will be ready for next spring.

**Good of the Order:**

Mike asked if we needed to do any work on holiday decorations but this is ready to go. He also briefed the committee on the progress of the next steps in the pavilion project that should begin after 10/1.

Meeting adjourned at 5:10 pm.

**Next Meeting: Mon, October 7, 2019 at 4PM – Boyne City Hall Park View Room**



### Directors Report- October 2019

- This is the link to sign up for Team Boyne Business Visits if you are interested:  
<https://www.signupgenius.com/go/805084BA4A82CA2F85-team>  
Once you sign up I will follow up individually with the questionnaire to be used and to answer any questions.
- Work has been taking place on several trees throughout downtown.
- Some downtown streetscape (sidewalk repairs) will be taking place this Fall.
- Back to the Bricks chose us as a host City for their 2020 promotional tour. They will be here on Sunday, June 7<sup>th</sup>, 2020. They are expected to bring 350 cars and 700 people. This is the same group that visited in 2015.
- City Commission approved the grant agreement with the MEDC for Outdoor Beerdman's expansion – The Hoppy Hound. The state will be granting Boyne City Main Street just under \$16,000 that we then will grant to The Hoppy Hound to assist with the expansion.
- If you haven't had the chance, please complete the Stroll the Streets survey:  
<https://www.surveymonkey.com/r/PL7QXKG>
- The rest of the garage doors on the pavilion will be getting installed the week of September 30. It will still be a bit until the rest of the service doors are in.
- The Planning Dept./Commission is preparing to take Property Maintenance Standards to the City Commission in December.
- The pilot downtown recycling program was rolled out Thursday, September 26<sup>th</sup>. Several bins have been placed throughout downtown for 6 weeks (through color season). If successful, we can plan to do a full roll-out next summer.
- Provisions Wine Bar held their ribbon cutting on Friday, Sept. 27<sup>th</sup>
- Congrats to Harbor House Publishers on celebrating 50 years of business!



**To:** Main Street Board

**From:** Kelsie King-Duff

**Date:** September 27, 2019

**Subject:** October Agenda Items Overview

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**Overview:**

There are a few items on the October 3rd Main Street Board Meeting agenda that require further information:

**Michigan Main Street Contract:** The new contract with the MEDC for participating in Michigan Main Street has been received and is included in the agenda packet. The agreement that the board approved in January of this year is also included for your reference and comparison. Since this new agreement came before the board in August, the wording in the first paragraph that was of concern to the board has been updated at our request. Numbers 13 & 14 at the bottom of page 3 are where the additions relating to the Redevelopment Ready Communities requirement is specified. Language related to Design Services has been updated (number 6, top of page 5), to reflect that one Design Service can be received per year. This replaces just receiving what is left from our time at the select level, which is good. It should be pointed out that in number 1 on page 5, it specifies that this agreement begins July 23, 2019. It is unclear why it is backdated. The contract signed in January does include a section about termination or cancelation of the contract by MEDC (page 8, number 17). Letter B appears to be the section that allows them to end the contract signed in January, although that is supposed to take us through December 2020. We have not received a notice of cancelation, as mentioned in that section, from MEDC at this time, just the new contract.

**Holiday Lighting Contract:** The proposal from Holiday Lighting Services for lighting the remaining trees that have the electrical capacity is included in the agenda packet. This follows the plan for holiday lighting that was created in 2017 that set us on a path to having all of the trees that have the capability to be lit, lit. A map is included for your reference that shows which trees were updated in 2017, which trees were added in 2018, and now this year the next set of additions. Rotating through this system will allow us to replace lights when needed and on a basis that not

all lights will need to be replaced at the same time, which we would not have the budget for. Prices have gone up since the 2017 plan was put together, however, allowing for up to \$10,000 for these trees to be lit still keeps us within our overall \$18,000 budget (just over \$6,000 is used for the lighted decorations, and about \$1,500 for the garland and bows).

Boyne Thunder 2020: Percentage distribution to our beneficiaries is proposed to stay the same for the 2020 Boyne Thunder event. Draft letters to both beneficiary organizations is included for your reference.

**RECOMMENDATION:**

Michigan Main Street Contract: I do not recommend approval of the Michigan Main Street agreement at this time. The deadline for having it back to the MEDC is November 20th, so we will have another board meeting before that time. Since we did not receive a cancelation notice of the contract signed in January, it seems we are still operating under that agreement. The new agreement does not specify how that agreement is terminated without a cancelation notice. It should be noted though that the new agreement specifies if it is not signed by Nov. 20<sup>th</sup> our participation in Michigan Main Street will be terminated, and that in order to maintain our status with the National Main Street Center, we are required to work with a coordinating program.

Holiday Lighting Contract: I recommend approval of up to \$10,000 to be use for tree lights with Holiday Lighting Services.

Boyne Thunder 2020: I recommend approval of proposed percentages to the beneficiary organizations for Boyne Thunder 2020.

# **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 CITY OF BOYNE CITY on behalf of Downtown Development Authority (DDA), 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. Remain engaged and in good standing in the Redevelopment Ready Communities Program, as determined 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. Accredit, 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 November 20, 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.

**DOWNTOWN DEVELOPMENT AUTHORITY**

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

**LOCAL PROGRAM**

BY: \_\_\_\_\_  
Chris Bandy, Board Chair

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

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

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

**Six Standards of Performance  
for Accreditation**

---

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.

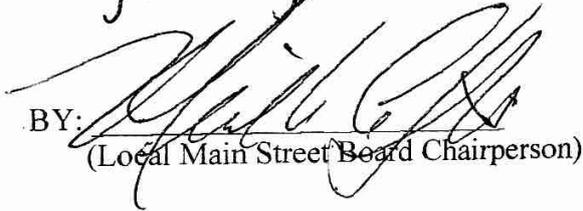
City of Boyne City ("COMMUNITY")

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**

---

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

Hi Kelsie,

Thanks for your patience. I've looked over my notes and am getting up to speed. The biggest problem I have is determining the current tree sizes. They've gone through three growth cycles (summers 2017,2018,2019) since I last took a close look. What I know for sure is that young locusts grow like weeds. I wouldn't be surprised if some of these canopies haven't doubled in size by now, especially on Front Street.

No prices were given on some trees in 2017 because of power issues, or a lack of relevance of the display at that time (trees 38-43, 63-67).

Of the remaining trees, the 2017 prices were:

|       |     |          |
|-------|-----|----------|
| Tree: | 5:  | \$375    |
|       | 8:  | \$750    |
|       | 16: | \$600    |
|       | 21: | \$525    |
|       | 25: | \$375    |
|       | 28: | \$300    |
|       | 36: | \$337.50 |
|       | 37: | \$262.50 |
|       | 46: | \$225    |
|       | 48: | \$412.50 |
|       | 53: | \$450    |
|       | 55: | \$525    |
|       | 57: | \$675    |
|       | 59: | \$750    |

Total: \$6575.50, not counting travel costs.

Along with the bigger tree sizes, our labor and insurance costs have increased this year. Also, light prices are up. We're dealing with the same tariff situation as many. The same display would now be around \$8500.

So, I know that doesn't give you much solid ground. I may be over-cautious, but these trees could exceed \$10k pretty easily. It's hard to tell without seeing them on site. Have any of those trees been pruned lately? That always helps.

I'll be available to talk in the morning if you'd like. I'll see if I come up with anything else in the meantime.

Thanks,

Tom/Holiday Lighting



- updated in 2016
- updated in 2017
- updated in 2018
- Proposed 2019
- Needs electric to be lit

October 4, 2019

Camp Quality  
Ms. Jean McDonough, Director  
5 E. Main Street Suite 6  
Boyne City, Michigan 49712

Dear Jean,

At the October 3 meeting of the Boyne City Main Street Board of Directors, the board voted to allocate 55% of Boyne Thunder net income to Camp Quality for the 2019 event year, based on the same level of volunteer participation as in the past.

Boyne Thunder is a weekend long Boyne City Main Street event, comprised of different activities including, but not limited to: the poker run, dinner, street show, and auction. Camp Quality will remain responsible for all portions of the Champagne Cruise.

Thank you for your continued volunteer support for this event. We look forward to working with you.

Sincerely,

Kelsie King-Duff  
Executive Director

October 4, 2019

Challenge Mountain  
Ms. Elizabeth Gertz Looze, Director  
P.O. Box 764  
Boyne City, Michigan 49712

Dear Elizabeth,

At the October 3 meeting of the Boyne City Main Street Board of Directors, the board voted to allocate 10% of Boyne Thunder net income to Challenge Mountain for the 2019 event year, based on the same level of volunteer participation as in the past.

Boyne Thunder is a weekend long Boyne City Main Street event, comprised of different activities including, but not limited to: the poker run, dinner, street show, and auction.

Thank you for your continued volunteer support for this event. We look forward to working with you.

Sincerely,

Kelsie King-Duff  
Executive Director

09/27/2019

REVENUE AND EXPENDITURE REPORT FOR BOYNE CITY  
PERIOD ENDING 09/30/2019

2019-20  
ORIGINAL

| GL NUMBER                      | DESCRIPTION             | BUDGET          |
|--------------------------------|-------------------------|-----------------|
| <hr/>                          |                         |                 |
| Fund 213 - FARMERS MARKET FUND |                         |                 |
| Revenues                       |                         |                 |
| Dept 030 - REVENUES            |                         |                 |
| 213-030-579.000                | GRANTS-STATE/FEDERAL    | (1,285.00)      |
| 213-030-642.000                | MISC INCOME             | 10,500.00       |
| 213-030-642.040                | SENIOR PROJECT          | 0.00            |
| 213-030-642.100                | BAG SALES               | 0.00            |
| 213-030-642.150                | DONATIONS               | 0.00            |
| 213-030-642.250                | FOOD TRUCK RALLY        | 12,000.00       |
| 213-030-642.500                | POINSETTIA SALES        | 300.00          |
| 213-030-642.650                | MARKET MONEY PURCHASE\  | 100.00          |
| 213-030-642.700                | DAILY VENDOR FEE        | 25,725.00       |
| 213-030-642.725                | VENDOR FEE SUMMER 10 FT | 0.00            |
| 213-030-642.750                | VENDOR FEE-SUMMER 20 FT | 0.00            |
| 213-030-642.775                | VENDOR FEE - WINTER     | 3,000.00        |
| Total Dept 030 - REVENUES      |                         | <hr/> 50,340.00 |
|                                |                         |                 |
| TOTAL REVENUES                 |                         | <hr/> 50,340.00 |

## Expenditures

## Dept 040 - EXPENDITURES

|                 |                        |           |
|-----------------|------------------------|-----------|
| 213-040-705.000 | SALARIES - PLANNING    | 21,060.00 |
| 213-040-714.000 | SOCIAL SECURITY        | 1,600.00  |
| 213-040-716.000 | UNEMPLOYMENT INSURANCE | 5.00      |
| 213-040-727.000 | SUPPLIES               | 500.00    |
| 213-040-731.000 | POSTAGE                | 50.00     |
| 213-040-732.000 | MEMBERSHIP DUES/MML    | 400.00    |
| 213-040-750.150 | BAG MATERIALS          | 0.00      |
| 213-040-750.250 | FOOD TRUCK RALLY       | 12,000.00 |
| 213-040-750.260 | POINSETTIA FUNDRAISER  | 300.00    |
| 213-040-750.300 | MARKET MONEY           | 400.00    |
| 213-040-750.350 | OUTDOOR MARKET         | 350.00    |
| 213-040-750.360 | OUTDOOR MARKET MUSIC   | 975.00    |
| 213-040-750.370 | SNAP REIMBURSEMENT     | 3,000.00  |
| 213-040-750.380 | DOUBLE UP FOOD BUCKS   | 2,500.00  |
| 213-040-750.390 | SENIOR PROJECT FRESH   | 2,500.00  |
| 213-040-750.400 | WIC                    | 2,500.00  |
| 213-040-870.000 | TRAINING AND SCHOOLS   | 500.00    |

|                                 |                                |                  |
|---------------------------------|--------------------------------|------------------|
| 213-040-900.000                 | ADVERTISING/PUBLSHNG/ORDINANCE | 1,000.00         |
| 213-040-900.400                 | WINTER PROMOTION               | 700.00           |
| Total Dept 040 - EXPENDITURES   |                                | <u>50,340.00</u> |
| TOTAL EXPENDITURES              |                                | <u>50,340.00</u> |
| Fund 213 - FARMERS MARKET FUND: |                                |                  |
| TOTAL REVENUES                  |                                | 50,340.00        |
| TOTAL EXPENDITURES              |                                | <u>50,340.00</u> |
| NET OF REVENUES & EXPENDITURES  |                                | <u>0.00</u>      |

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY

Revenues

Dept 030 - REVENUES

|                           |                               |                   |
|---------------------------|-------------------------------|-------------------|
| 248-030-400.000           | ALLOCATION FROM CUR YR FD BAL | 19,156.00         |
| 248-030-405.000           | CURRENT YEAR TAXES            | 292,263.00        |
| 248-030-670.000           | PROMOTIONS COMMITTEE REVENUE  | 15,000.00         |
| 248-030-670.100           | BOYNE APPETIT                 | 4,000.00          |
| 248-030-670.300           | WALKABOUT SCULPTURE SHOW      | 3,000.00          |
| 248-030-675.000           | CONTRIBUTIONS                 | 0.00              |
| 248-030-676.000           | SPECIAL EVENTS - POKER RUN    | 40,000.00         |
| Total Dept 030 - REVENUES |                               | <u>373,419.00</u> |

TOTAL REVENUES

373,419.00

Expenditures

Dept 731 - EXPENDITURES

|                 |                                |                  |
|-----------------|--------------------------------|------------------|
| 248-731-705.000 | SALARIES/WAGES                 | 64,262.00        |
| 248-731-712.000 | INSURANCE: LIFE/AD&D           | 250.00           |
| 248-731-713.000 | MEDICAL INSURANCE              | 7,056.00         |
| 248-731-714.000 | SOCIAL SECURITY                | 4,884.00         |
| 248-731-715.000 | PENSION                        | 4,242.00         |
| 248-731-716.000 | UNEMPLOYMENT                   | 10.00            |
| 248-731-719.000 | SICK/VACATION                  | 3,058.00         |
| 248-731-727.000 | OFFICE SUPPLIES                | 1,000.00         |
| 248-731-728.000 | OFFICE OPERATING EXPENSES      | 0.00             |
| 248-731-730.000 | REPAIRS/MAINTENANCE            | 2,000.00         |
| 248-731-732.000 | MEMBERSHIP DUES                | 3,350.00         |
| 248-731-740.000 | UTILITIES/INTERNET SERVICE     | 732.00           |
| 248-731-750.000 | ADMINISTRATIVE FEE             | 7,500.00         |
| 248-731-760.000 | DESIGN COMM EXPENSES           | 2,250.00         |
| 248-731-762.000 | DESIGN CAPITAL IMPROVEMENTS    | 77,500.00        |
| 248-731-763.000 | STREETSCAPE AMENITIES          | 30,000.00        |
| 248-731-782.000 | BUSINESS RECRUITMENT/RETENTION | 8,500.00         |
| 248-731-810.000 | COMMITTEE/EVENT EXPENSES       | 0.00             |
| 248-731-812.000 | ORGANIZATION COMM EXPENSES     | 1,500.00         |
| 248-731-870.000 | EDUCATION/TRAVEL               | 5,925.00         |
| 248-731-900.000 | ADVERTISING/PUBLISHING         | 15,000.00        |
| 248-731-902.000 | PROMOTIONS COMMITTEE EXPENSES  | 12,000.00        |
| 248-731-910.000 | PROMOTIONS COMMITTEE EVENTS    | 16,000.00        |
| 248-731-910.100 | BOYNE APPETIT                  | 4,000.00         |
| 248-731-910.200 | WALKABOUT SCULPTURE SHOW       | 3,000.00         |
| 248-731-910.300 | STROLL THE STRETS              | 16,000.00        |
| 248-731-940.000 | FACILITIES RENT                | 8,400.00         |
| 248-731-942.000 | SERVICE MAINTENANCE FEE        | <u>75,000.00</u> |

|  |                   |
|--|-------------------|
| Total Dept 731 - EXPENDITURES              | 373,419.00        |
| TOTAL EXPENDITURES                         | <u>373,419.00</u> |
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY: |                   |
| TOTAL REVENUES                             | 373,419.00        |
| TOTAL EXPENDITURES                         | <u>373,419.00</u> |
| NET OF REVENUES & EXPENDITURES             | 0.00              |
| <br>                                       |                   |
| TOTAL REVENUES - ALL FUNDS                 | 423,759.00        |
| TOTAL EXPENDITURES - ALL FUNDS             | <u>423,759.00</u> |
| NET OF REVENUES & EXPENDITURES             | 0.00              |

|                | YTD BALANCE     | YTD BALANCE     |
|----------------|-----------------|-----------------|
| 2019-20        | 09/30/2019      | 09/30/2018      |
| AMENDED BUDGET | RMAL (ABNORMAL) | RMAL (ABNORMAL) |

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|            |           |           |
|------------|-----------|-----------|
| (1,285.00) | 2,000.00  | 3,420.00  |
| 10,500.00  | 1,871.29  | 3,030.95  |
| 0.00       | 0.00      | 2,144.00  |
| 0.00       | 120.00    | 0.00      |
| 0.00       | 31.00     | 2,196.86  |
| 12,000.00  | 15,072.95 | 11,974.77 |
| 300.00     | 0.00      | 0.00      |
| 100.00     | 0.00      | 0.00      |
| 25,725.00  | 550.00    | 225.00    |
| 0.00       | 3,175.00  | 16,035.00 |
| 0.00       | 20,225.00 | 3,125.00  |
| 3,000.00   | 240.00    | 0.00      |
| 50,340.00  | 43,285.24 | 42,151.58 |

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|           |           |           |
|-----------|-----------|-----------|
| 50,340.00 | 43,285.24 | 42,151.58 |
|-----------|-----------|-----------|

|           |          |          |
|-----------|----------|----------|
| 21,060.00 | 7,405.20 | 7,488.01 |
| 1,600.00  | 566.49   | 572.84   |
| 5.00      | 2.29     | 2.52     |
| 500.00    | 71.59    | 189.43   |
| 50.00     | 0.00     | 204.88   |
| 400.00    | 0.00     | 0.00     |
| 0.00      | 341.15   | 0.00     |
| 12,000.00 | 8,277.42 | 6,745.50 |
| 300.00    | 0.00     | 0.00     |
| 400.00    | 0.00     | 250.00   |
| 350.00    | 62.00    | 142.01   |
| 975.00    | 787.50   | 425.00   |
| 3,000.00  | 1,020.00 | 1,380.00 |
| 2,500.00  | 1,110.00 | 1,424.00 |
| 2,500.00  | 1,334.00 | 1,732.00 |
| 2,500.00  | 1,177.00 | 1,400.00 |
| 500.00    | 0.00     | 800.00   |

|           |           |           |
|-----------|-----------|-----------|
| 1,000.00  | 0.00      | 880.00    |
| 700.00    | 0.00      | 0.00      |
| <hr/>     |           |           |
| 50,340.00 | 22,154.64 | 23,636.19 |
| <hr/>     |           |           |
| 50,340.00 | 22,154.64 | 23,636.19 |
| <hr/>     |           |           |
| 50,340.00 | 43,285.24 | 42,151.58 |
| 50,340.00 | 22,154.64 | 23,636.19 |
| <hr/>     |           |           |
| 0.00      | 21,130.60 | 18,515.39 |

|            |            |            |
|------------|------------|------------|
| 19,156.00  | 0.00       | 0.00       |
| 292,263.00 | 220,707.92 | 233,079.93 |
| 15,000.00  | 6,170.00   | 11,849.69  |
| 4,000.00   | 0.00       | 0.00       |
| 3,000.00   | 0.00       | 211.00     |
| 0.00       | 3.31       | 0.00       |
| 40,000.00  | 0.00       | 0.00       |
| -----      | -----      | -----      |
| 373,419.00 | 226,881.23 | 245,140.62 |
| -----      | -----      | -----      |
| 373,419.00 | 226,881.23 | 245,140.62 |

|           |           |           |
|-----------|-----------|-----------|
| 64,262.00 | 21,819.03 | 23,859.56 |
| 250.00    | 85.78     | 117.10    |
| 7,056.00  | 3,528.10  | 3,528.10  |
| 4,884.00  | 2,213.02  | 2,199.08  |
| 4,242.00  | 1,921.69  | 1,896.94  |
| 10.00     | 1.47      | 0.00      |
| 3,058.00  | 3,581.28  | 1,358.56  |
| 1,000.00  | 165.70    | 412.87    |
| 0.00      | 28.68     | 0.00      |
| 2,000.00  | 0.00      | 0.00      |
| 3,350.00  | 3,000.00  | 3,350.00  |
| 732.00    | 358.06    | 246.28    |
| 7,500.00  | 0.00      | 0.00      |
| 2,250.00  | 0.00      | 0.00      |
| 77,500.00 | 5,000.00  | 10,882.55 |
| 30,000.00 | 11,637.33 | 9,235.08  |
| 8,500.00  | 1,521.81  | 68.36     |
| 0.00      | 0.00      | 200.00    |
| 1,500.00  | 2,042.99  | 4,147.01  |
| 5,925.00  | 2,379.32  | 752.86    |
| 15,000.00 | 8,168.25  | 5,035.34  |
| 12,000.00 | 2,000.00  | 3,000.00  |
| 16,000.00 | 3,215.19  | 22,915.52 |
| 4,000.00  | 0.00      | 0.00      |
| 3,000.00  | 0.00      | 0.00      |
| 16,000.00 | 14,068.40 | 0.00      |
| 8,400.00  | 2,750.00  | 1,750.00  |
| 75,000.00 | 0.00      | 0.00      |
| -----     | -----     | -----     |

|            |           |           |
|------------|-----------|-----------|
| 373,419.00 | 89,486.10 | 94,955.21 |
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| 373,419.00 | 89,486.10 | 94,955.21 |
|------------|-----------|-----------|

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|            |            |            |
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| 373,419.00 | 226,881.23 | 245,140.62 |
|------------|------------|------------|

|            |           |           |
|------------|-----------|-----------|
| 373,419.00 | 89,486.10 | 94,955.21 |
|------------|-----------|-----------|

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|      |            |            |
|------|------------|------------|
| 0.00 | 137,395.13 | 150,185.41 |
|------|------------|------------|

|            |            |            |
|------------|------------|------------|
| 423,759.00 | 270,166.47 | 287,292.20 |
|------------|------------|------------|

|            |            |            |
|------------|------------|------------|
| 423,759.00 | 111,640.74 | 118,591.40 |
|------------|------------|------------|

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|      |            |            |
|------|------------|------------|
| 0.00 | 158,525.73 | 168,700.80 |
|------|------------|------------|