Manistee Main Street/DDA
July 8th, 2015 @ 11:45am
Manistee City Hall-Council Chambers

Annual Meeting to Elect New Board Officers

AGENDA

1. Call to order – Executive Director
2. Approval of Agenda
3. Public comment. (Limit 5 minutes per person.)
4. Election of new officers for FY 2015-2016
    a. Chairman
    b. Vice Chairman
    c. Secretary
    d. Treasurer
5. Public comment. (Limit 5 minutes per person.)
6. Adjournment.

Manistee Main Street/DDA
July 8th, 2015 @ Noon
Manistee City Hall-Council Chambers

AGENDA

1. Call to order – Chair
2. Approval of Agenda
3. Public comment. (Limit 5 minutes per person.)
4. Approval of minutes from the regular meeting on June 10th, 2015
5. Treasurer's Report.
    a. Acceptance of Checks Register & Financial Reports
6. Committee Reports
    a. Marketing & Promotions Committee
    b. Organization Committee
    c. Design Committee
    d. Economic Restructuring Committee
7. Directors Report
8. Other Business
    a. Status Update of Redevelopment Liquor License
    b. By-Laws Proposed Changes
    c. Office Relocation (294 River Street, Suite 2)
    d. Administrative Staff Needs

9. CONSIDERATION OF AN EXECUTIVE SESSION, DDA DIRECTOR EVALUATION AND CONTRACT NEGOTIATIONS. MSDDA Executive Director Patrick Kay has requested an Executive Session this afternoon as permitted by the Open Meetings Act, Section 8 (a) for discussion on the MSDDA Executive Director's Evaluation and contract negotiations.*

10. Public comment. (Limit 5 minutes per person.)

11. Adjournment.

The next Regular MSDDA Meeting will be held at City Hall (70 Maple Street) on August 12th, 2015.

**Closed sessions of the Manistee Main Street DDA are subject to the Open Meetings Act 267 of 1976 of the State of Michigan and are permitted based on section 15.268 of that same act.*

DOWNTOWNMANISTEE
michigan

Board Meeting Minutes

June 10, 2015

Call to Order

The Chair called the meeting to order at 12:02 pm

Members Present

Brandon Ball, Valarie Bergstrom, Rachel Brooks, Colleen Kenny, Barry Lind, Todd Mohr, Jeff Reau, Shari Wild

Members Absent

Sara Spore (excused)

Also Present

Patrick Kay (Executive Director), Myra Lautner (Lighthouse Pregnancy Care Center), Denise Blakeslee (City of Manistee), Dianna Wall (Manistee Area Chamber of Commerce)

Approval of Agenda

There was a MOTION by Mr. Ball, supported by Ms. Bergstrom that the Agenda be accepted with one addition Under Other Breaking News from the Governor. MOTION CARRIED

Public Comment

Ms. Lautner reported on the services the Lighthouse Pregnancy Care Center provides and the new event they are planning.

Ms. Blakeslee distributed the documents for Annual Meeting between City Council, the Planning Commission, Manistee Main Street/DDA, Historic District Commission and the Zoning Board of Appeals which is tentatively set for June 23, 2015.

Approval of Minutes

There was a MOTION by Mr. Ball, supported by Ms. Bergstrom, that the minutes from the regular meeting on May 13, 2015 be accepted as presented. MOTION CARRIED

Treasurers Report

It was noted that the May Check Register, the Balance Sheets and Profit and Loss Report had been previously distributed.

There was a MOTION by Ms. Kenny, supported by Mr. Mohr, to accept the check register and Financial Reports as presented and place on file. MOTION CARRIED

Marketing & Promotions Committee

It was noted that the minutes from the Marketing & Promotions Committee meeting had been distributed. The minutes were reviewed. It was noted this committee is considering dropping Boos, Brews & Brats as there is no chair for the event. Discussion Followed. The Organization Committee will be asked to take over Boos, Brews & Brats and use that event as their fundraiser.

Organization Committee

It was noted that the minutes from the Organization Committee had been distributed. The Minutes were reviewed.

Design Committee

It was noted that the minutes from the Design Committee had been distributed. The minutes were reviewed.

Economic Restructuring Committee

It was noted the minutes from the Economic Restructuring Committee had been previously distributed. The minutes were reviewed. This committee is recommending accepting the Micro Loan Proposal from West Shore Bank

There was a MOTION by Mr. Reau, supported by Mr. Mohr, that the Micro Loan Proposal form West Shore Bank be accepted as presented. MOTION CARRIED with Ms. Bergstrom abstaining.

Executive Directors Report

It was noted the Executive Directors Report had been previously distributed. The report was reviewed.

Other Business

Resolution to Create a Redevelopment Project Area
There was a MOTION by Mr. Reau, supported by Ms. Kenny, that a Resolution by submitted to City Council to create a Redevelopment Project Area. MOTION CARRIED

Riverwalk Painting Contract
It was noted the proposal from FasTek Electrocoating for painting the Riverwalk had been previously distributed. There was a MOTION by Mr. Lind, supported by Mr. Mohr, to approve the contract with FasTek Electrocoating for painting of Riverwalk. MOTION CARRIED

Annual Meeting
There was a MOTION by Mr. Ball, supported by Mr. Mohr to move the Annual Meeting to July 8, 2015, 11:45 am. MOTION CARRIED

Merchant Meeting
It was noted the minutes from the Merchant Meeting had been previously distributed. The minutes were reviewed.

Executive Director Evaluation
It was noted the Executive Director Evaluation will be done at the July Meeting.

Governor Letter
Mr. Kay read a letter from the Governor congratulating Manistee Main Street/DDA on their re-accreditation.

Public Comment

None

Adjournment

There being no further business to be brought before the Board, the meeting was adjourned at the call of the chair at 1:30 pm.

Respectfully submitted on July 8, 2015
Brandon Ball, Secretary 6 10 15 minutes approved at the MSDDA meeting on: _____

Manistee City
Manistee Main Street/DDA June 2015

	2013-2014 Actual	2014-2015 Total Budget $	2014-2015 Actual YTD	2015-2016 Budget
TIF Revenue	**$ 305,179.95**	**$ 270,000.00**	**$ 277,136.95**	**$ 302,380.00**
Misc. Rev				
Interest Income	$ 933.06	$ 100.00	$ 147.63	$ -
Event Merchandise	$ -	$ -	$ -	$ -
Misc. Income	$ 457.10	$ -	$ -	$ -
Loan Application Fees	$ -	$ 1,000.00	$ -	$ 300.00
Hanging Baskets Sponsors	$ 135.00	$ 9,300.00	$ -	$ 1,500.00
Tree Sponsors	$ -	$ 4,000.00	$ -	$ -
Holiday Decoration Sponsors	$ -	$ -	$ -	$ -
Grants	$ 3,500.00	$ -	$ -	$ -
Fund Balance	$ -	$ -	$ -	$ -
Total Misc. Revenue	$ 5,025.16	$ 14,400.00	$ 147.63	$ 1,800.00
Total Revenue	**$ 310,205.11**	**$ 284,400.00**	**$ 277,284.58**	**$ 304,180.00**
Required Expenditures				
Payroll	$ (53,151.42)	$ (62,380.00)	$ (61,952.80)	$ (62,380.00)
Relocation	$ (1,459.80)	$ -	$ -	$ -
Admin	$ (8,000.00)	$ (8,000.00)	$ (10,002.00)	$ (10,668.00)
Bond Payment	$ (140,862.50)	$ (137,988.00)	$ (137,987.50)	$ (139,750.00)
Insurance	$ (2,169.00)	$ (1,800.00)	$ (499.00)	$ (1,800.00)
Bank Service Charge	$ (34.70)	$ (100.00)	$ (161.64)	$ (150.00)
Total Required	**$ (205,677.42)**	**$ (210,268.00)**	**$ (210,602.94)**	**$ (214,748.00)**
Office Related				
Phone	$ (480.00)	$ (480.00)	$ (480.00)	$ (480.00)
Meeting Refreshment	$ (1,481.18)	$ (750.00)	$ (548.52)	$ (600.00)
Credit Card	$ (485.85)	$ (400.00)	$ (296.70)	$ (200.00)
Training	$ (925.69)	$ (900.00)	$ (1,431.98)	$ (500.00)
Printing & Reproduc	$ (98.00)	$ (100.00)	$ -	$ -
Misc	$ (373.45)	$ (300.00)	$ (44.89)	$ (300.00)
Membership due	$ (424.00)	$ (650.00)	$ (724.00)	$ (750.00)
Advertising	$ (1,028.30)	$ (300.00)	$ -	$ (300.00)
Postage	$ (588.97)	$ (500.00)	$ (345.62)	$ (350.00)
Office Equip	$ (2,004.10)	$ (1,400.00)	$ (1,589.34)	$ (1,200.00)
Travel	$ (2,404.09)	$ (900.00)	$ (1,011.26)	$ (900.00)
Business Expo	$ -	$ -	$ (300.00)	$ (300.00)
Total Office Expenditures	**$ (10,293.63)**	**$ (6,680.00)**	**$ (6,772.31)**	**$ (5,880.00)**
Prof. Services				
TIF Plan Redevelop	$ -	$ (13,250.00)	$ (9,427.50)	$ -
Annual Audit	$ (4,200.00)	$ (1,500.00)	$ (1,560.00)	$ (1,500.00)
Local Banks ($25,000 Loan)	$ -	$ -	$ -	$ (250.00)
IRP Loan Program	$ -	$ -	$ -	$ -
Revolving loan Fund	$ -	$ -	$ -	$ (250.00)
Legal Fees	$ (5,348.56)	$ -	$ (507.00)	$ -
Total Professional Services	**$ (9,548.56)**	**$ (14,750.00)**	**$ (11,494.50)**	**$ (2,000.00)**
Maintenance				
Cross Walks	$ -	$ -	$ -	$ -
Downtown Maint	$ (6,800.00)	$ (6,800.00)	$ (6,800.00)	$ (7,200.00)
Total Maintenance	**$ (6,800.00)**	**$ (6,800.00)**	**$ (6,800.00)**	**$ (7,200.00)**
Beautification				
Trees	$ -	$ (4,160.00)	$ -	$ -
Hanging Baskets	$ (3,450.00)	$ (4,500.00)	$ (3,000.00)	$ (5,000.00)
Landscaping	$ (23,010.00)	$ (15,000.00)	$ (15,006.66)	$ (22,500.00)
Holiday Decorations	$ (9,188.54)	$ (10,000.00)	$ (14,232.50)	$ (10,000.00)
Façade Grant	$ (34,992.09)	$ (10,000.00)	$ (5,000.00)	$ (20,000.00)
Flowers	$ (3,438.25)	$ (3,440.00)	$ (3,436.60)	$ (3,900.00)
Total Beautification	**$ (74,078.88)**	**$ (47,100.00)**	**$ (40,675.76)**	**$ (61,400.00)**
Projects				
Signage	$ (11,030.66)	$ (330.00)	$ (1,105.20)	$ (700.00)
2-Way Traffic	$ -	$ -	$ -	$ -
Developer Day	$ -	$ (1,000.00)	$ -	$ -
Educational Series	$ -	$ -	$ -	$ (500.00)
Recruitment Team	$ (1,600.00)	$ (250.00)	$ (53.94)	$ (500.00)
Business Asst Team	$ (1,784.40)	$ (325.00)	$ (18.63)	$ (500.00)

Manistee City
Manistee Main Street/DDA June 2015

	2013-2014 Actual	2014-2015 Total Budget $	2014-2015 Actual YTD	2015-2016 Budget
TIF Revenue	**$ 305,179.95**	**$ 270,000.00**	**$ 277,136.95**	**$ 302,380.00**
Property Acquisitions	$ -	$ -	$ -	$ -
Contribution Farmer's Market	$ (1,250.00)	$ -	$ -	$ -
Downtown Dollars	$ (245.00)	$ (350.00)	$ (285.00)	$ (800.00)
Total Projects	**$ (15,910.06)**	**$ (2,255.00)**	**$ (1,462.77)**	**$ (3,000.00)**
Volunteers				
Volunteer Appreciation	$ (613.18)	$ (1,800.00)	$ (1,799.93)	$ (1,500.00)
Volunteer Recruitment	$ -	$ -	$ -	$ -
Total Volunteer Expenditures	**$ (613.18)**	**$ (1,800.00)**	**$ (1,799.93)**	**$ (1,500.00)**
Advertising				
Revenue Co-Op	$ 1,550.00	$ 30,000.00	$ -	$ -
Promo Expense Pass Through	$ (28,378.00)	$ (30,000.00)	$ -	$ -
Co-Op Advertising	$ (3,300.00)	$ (5,000.00)	$ -	$ -
Database	$ (1,619.70)	$ -	$ -	$ -
Promotions PSA's	$ (1,518.40)	$ -	$ -	$ -
PR	$ -	$ -	$ -	$ -
Advertising	$ (3,200.00)	$ (3,000.00)	$ (3,366.30)	$ (4,000.00)
Newsletter	$ (281.75)	$ (448.00)	$ -	$ (448.00)
Website Redevelopment	$ -	$ (6,000.00)	$ (5,626.25)	$ (2,500.00)
MSDDA Website (hosting)	$ (179.88)	$ (175.00)	$ (77.83)	$ (100.00)
Downtown brochure	$ -	$ -	$ (1,215.92)	$ (1,000.00)
Total Advertising	**$ (36,927.73)**	**$ (14,623.00)**	**$ (10,286.30)**	**$ (8,048.00)**
Total Expenditures	**$ (359,849.46)**	**$ (304,276.00)**	**$ (289,894.51)**	**$ (303,776.00)**
Income/Loss before Events	**$ (49,644.35)**	**$ (19,876.00)**	**$ (12,609.93)**	**$ 404.00**
Events				
Wine & Chocolate Walk Rev	$ 6,277.89	$ 8,550.00	$ 6,173.67	$ 8,500.00
Wine & Chocolate Walk Exp	$ (4,591.33)	$ (2,400.00)	$ (5,737.09)	$ (5,700.00)
	$ 1,686.56	$ 6,150.00	$ 436.58	$ 2,800.00
Frostbite Sponsorships	$ -	$ 500.00	$ 1,144.94	$ 1,500.00
Frostbite Saturday Exp	$ (497.59)	$ (900.00)	$ (1,894.76)	$ (2,250.00)
	$ (497.59)	$ (400.00)	$ (749.82)	$ (750.00)
Side Walk Sales Rev	$ -	$ 500.00	$ -	$ -
Sidewalk Sales Exp	$ (1,503.54)	$ (500.00)	$ (352.94)	$ (500.00)
	$ (1,503.54)	$ -	$ (352.94)	$ (500.00)
Hops & Props Rev	$ 24,062.43	$ 33,750.00	$ 23,102.59	$ 28,000.00
Hops & Props Exp	$ (21,443.56)	$ (23,590.00)	$ (35,419.14)	$ (24,815.00)
	$ 2,618.87	$ 10,160.00	$ (12,316.55)	$ 3,185.00
Boos, Brews & Brats Rev	$ 4,661.00	$ 7,650.00	$ 6,906.00	$ 7,500.00
Boos, Brews & Brats Exp	$ (5,108.05)	$ (3,000.00)	$ (6,163.31)	$ (6,500.00)
	$ (447.05)	$ 4,650.00	$ 742.69	$ 1,000.00
Sleighbell Weekend Rev	$ 7,837.50	$ 13,500.00	$ 19,885.00	$ 20,000.00
Sleighbell Weekend Exp	$ (10,427.85)	$ (13,500.00)	$ (18,220.17)	$ (20,000.00)
	$ (2,590.35)	$ -	$ 1,664.83	$ -
Red White & Blue Rev	$ -	$ -	$ -	$ 7,500.00
Red White & Blue Exp	$ -	$ -	$ -	$ (5,000.00)
	$ -	$ -	$ -	$ 2,500.00
Men's' & Ladies Night	$ (462.50)	$ (450.00)	$ (509.00)	$ (1,700.00)
Homegrown Saturdays	$ (2,945.00)	$ -	$ (1,592.00)	$ -
Other Event	$ (3,407.50)	$ (450.00)	$ (2,101.00)	$ (1,700.00)
Event Income/(Loss)	**$ (4,140.60)**	**$ 20,110.00**	**$ (12,676.21)**	**$ 6,535.00**
Total Income/(Loss)	**$ (53,784.95)**	**$ 234.00**	**$ (25,286.14)**	**$ 6,939.00**

MANISTEE MAIN STREET/DOWNTOWN DEVELOPMENT AUTHORITY
JUNE 2015 CHECK REGISTER

DATE	CHECK #	PAID TO	DESCRIPTION	AMOUNT
PAYROLL:				
6/15/2015	DIR DEP	PATRICK KAY	GROSS PAYROLL FOR JUNE 1 - JUNE 15	$ 2,375.00
6/30/2015	DIR DEP	PATRICK KAY	GROSS PAYROLL FOR JUNE 16 - JUNE 30	$ 2,375.00
6/15/2015	DIR DEP	INTERNAL REVENUE SERVICE	FEDERAL DEPOSIT FOR MAY 2015 PAYROLL	$ 1,266.74
	DIR DEP	STATE OF MICHIGAN	MICHIGAN WITHHOLDING DEPOSIT/MAY 2015 PAYROLL	$ 159.38
CHECK REGISTER:				
6/3/2015	3193	STATE OF MICHIGAN	SPECIAL EVENT SALES TAX/WOMENS WINE&CHOC WALK	$ 247.18
6/10/2015	3194	MANISTEE AREA CHAMBER OF COMMERCE	JUNE 2015 OFFICE SPACE & ADMINISTRATIVE SUPPORT	$ 889.00
		(TOTAL CHECK $933.89)	MANISTEE FLAG	$ 44.89
6/10/2015	3195	COMMON GENTRY CARRIAGE COMPANY	50% DEPOSIT ON 2 CARRIAGES/SLEIGHBELL WEEKEND	$ 850.00
6/10/2015	3196	LUDINGTON DAILY NEWS	WOMEN'S WINE & CHOCOLATE WALK ADVERTISING	$ 250.00
6/10/2015	3197	THE PIONEER GROUP	WOMEN'S WINE & CHOCOLATE WALK ADVERTISING	$ 292.50
6/10/2015	3198	WOMEN'S LIFESTYLE NORTHSHORE	WOMEN'S WINE & CHOCOLATE WALK ADVERTISING	$ 500.00
6/10/2015	3199	JACKPINE BUSINESS CENTER	50 WOMEN'S WINE & CHOCOLATE WALK POSTERS	$ 29.50
		(TOTAL CHECK $399.35)	2,000 WOMEN'S WINE & CHOCOLATE WALK HANDOUTS	$ 299.00
			OFFICE SUPPLIES	$ 70.85
6/10/2015	3200	CARDMEMBER SERVICE	GOODY'S JUICE & JAVA/MEETING EXPENSE	$ 40.21
		(TOTAL CHECK $87.92)	SHELL/ICE FOR WOMEN'S WINE & CHOCOLATE WALK	$ 37.12
			MSFT OFFICE	$ 10.59
6/22/2015	3201	PATRICK KAY	TRAVEL TO OWOSSO, MI	$ 197.12
		(TOTAL CHECK $677.12)	2014/2015 ANNUAL CELL PHONE STIPEND	$ 480.00
6/22/2015	3202	PRATTE'S PRO LAWN	MAY & JUNE 2015 RIVERWALK MAINTENANCE	$ 7,506.66
6/22/2015	3203	AMOR SIGN STUDIOS	FAÇADE GRANT SIGNS	$ 71.05
6/30/2015			**TOTAL EXPENSES**	$ 17,991.79

6:46 PM
07/06/15
Accrual Basis

MANISTEE MAIN STREET/ DOWNTOWN DEVELOPMENT AUTHORITY
BALANCE SHEET
As of June 30, 2015

ASSETS	
Current Assets	
Checking/Savings	
248-008 · Money Market Account - WSB	98,734.16
248-000 · Checking - West Shore Bank	4,618.15
Total Checking/Savings	103,352.31
Accounts Receivable	
248-028 · Accounts Receivable	6,541.28
Total Accounts Receivable	6,541.28
Other Current Assets	
248-033 · Vogue Loan Receivable	200,000.00
12100 · Pre-Paid Expenses	2,773.50
248-031 · Nextworks Loan Receivable	2,499.94
Total Other Current Assets	205,273.44
Total Current Assets	315,167.03
TOTAL ASSETS	315,167.03
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
248-210 · Payroll Liability	
248-213 · Michigan Unemployment	203.30
248-212 · Michigan Withholding	318.76
248-211 · 941 Liability	1,266.74
Total 248-210 · Payroll Liability	1,788.80
248-204 · Unearned Revenue	9,000.00
248-203 · Accounts Payable - Other	1,630.00
Total Other Current Liabilities	12,418.80
Total Current Liabilities	12,418.80
Total Liabilities	12,418.80
Equity	
248-392 · Designated Fund Balance	
248-393 · Land Acquisition .	78,544.99
Total 248-392 · Designated Fund Balance	78,544.99
248-390 · Fund Balance	249,489.38
Net Income	-25,286.14
Total Equity	302,748.23
TOTAL LIABILITIES & EQUITY	315,167.03

5:21 PM
07/06/15
Accrual Basis

MANISTEE MAIN STREET/ DOWNTOWN DEVELOPMENT AUTHORITY DOWNTOWN DOLLARS ACCOUNT BALANCE SHEET

As of June 30, 2015

	Jun 30, 15
ASSETS	
Current Assets	
Checking/Savings	
Downtown Dollars Checking - WSB	5,272.47
Total Checking/Savings	5,272.47
Other Current Assets	
Downtown Dollars in Transit	15,275.00
Total Other Current Assets	15,275.00
Total Current Assets	20,547.47
TOTAL ASSETS	**20,547.47**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2012 Downtown $ Outstanding	7,750.00
2014 Downtown $ Outstanding	14,995.00
2015 Downtown $ Outstanding	3,975.00
Total Other Current Liabilities	26,720.00
Total Current Liabilities	26,720.00
Total Liabilities	26,720.00
Equity	
Unrestricted Net Assets	-5,035.10
Net Income	-1,137.43
Total Equity	-6,172.53
TOTAL LIABILITIES & EQUITY	**20,547.47**

MANISTEE MAIN STREET/ DOWNTOWN DEVELOPMENT AUTHORITY REVOLVING LOAN ACCOUNT BALANCE SHEET

As of June 30, 2015

	Jun 30, 15
ASSETS	
Current Assets	
Checking/Savings	
Checking - West Shore Bank	20,002.17
Total Checking/Savings	20,002.17
Accounts Receivable	
Accounts Receivable	1,124.64
Total Accounts Receivable	1,124.64
Total Current Assets	21,126.81
Other Assets	
Revolving Note Receivable	8,877.88
Total Other Assets	8,877.88
TOTAL ASSETS	30,004.69
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	29,000.00
Retained Earnings	694.40
Net Income	310.29
Total Equity	30,004.69
TOTAL LIABILITIES & EQUITY	30,004.69

Downtown Development Authority
Organization Committee **DRAFT MINUTES**
June 24, 2015
Blue Fish

Attending: Sara Spore (Committee Chair), Patrick Kay (Executive Director), Gini Pelton, Todd Mohr, , Lee Trucks, Christine Lamb

Called to order 12:07pm.

Patrick Kay provided update on projects from other DDA committee. Patrick also notified the committee that the DDA will need to relocate.

Motion to accept April 2015 meeting minutes made by Gini, seconded by Lee, approved.

2016 Red White & Blues fundraiser:
Gini will contact Steve Cushing, a blues expert, for his input. She also suggested talking to Bill Brooks.

Newsletter:
Discussion was had to do the quarterly newsletter with monthly updates from Patrick to the downtown group. It was agreed that this was appropriate. Patrick and Roz will work on getting a newsletter together.

Boos Brews and Brats:

Organization Committee Chair:
Sara plans to step down as chairperson. We are looking for another board member to chair. Val has shown an interest in co-chairing the committee.

Miscellaneous:
Friends of Downtown membership program. Patrick will email committee letter, brochure and decal used by another DDA program for review. Will discuss in detail at July meeting
Discussed TIF structure and other funding ideas for DDA.

Adjourned 1:10pm

Next meeting July 22, 2015 at Bluefish.

Draft submitted by Sara Spore

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DESIGN COMMITTEE – MINUTES
Date: June 23, 2015 at 8:30 AM
Location: Chamber/Main Street office

Present: Janet Duchon, Jeff Gordon, Brandon Jensen, Kyle Mosher, Patrick Kay

Amended meeting minutes from May 26th, 2015 were approved (Kyle was not there), motion by Jensen with support by Duchon.

Kay gave a report on the Riverwalk which is that everything is moving along great with our new contractor. Kay meets with contractor 2-3 times each week and progress is being made. Kay reported that the Japanese Knotwood is being removed and in place will be a ground cover to give a more uniformed look to the Riverwalk and less of a "Jurassic Park" look. Mulch has been installed throughout the area; and although some areas haven't been addressed, it was mainly due to the fact that since the Riverwalk and Downtown Maintenance has been neglected for so many years, getting it back to normal will take some time. The red mulch is being removed and the light brown mulch is being installed. Kay will be working with the contractor throughout the month of June and into July getting everything read for the 4th of July weekend.
Kay also suggested that committee members contact the sponsors of the flower beds on the Riverwalk and remind them to take care of their beds.
The railing will take longer than expected due to an issue with the removal of the current paint. The original plan was to sand off the paint, however volunteers over the years have taken it upon themselves to hand paint the railing and this is now requiring a more abrasive approach using paint stripper. The contractor is using tarps and drop clothes to keep the chemical and paint from getting into the river. The plan is to still have the project done by the 4th of July weekend (since this meeting this plan has changed).
It was also suggested the light posts around the public bathrooms beside Goody's get painted as well as the light posts on River Street. Kay will meet with contractor to address these issues.
The street trees project that was changed to a rain garden project is on hold until a plan can be created. Rob Carson is working on this and will have it at the next meeting.
The Hanging Baskets are doing very well and the watering of twice a week has been sufficient for the flowers. The sponsorship project for these baskets is on hold until the winter of 2016.
One façade grant project agreement has been signed, Famous Flynn's and will begin shortly on their façade work. The other project, H&K Electric, is on hold until they update their drawings of their façade based on comments by the HDC. The update will not affect the façade grant. The agreement has not been signed yet.
The committee reviewed the Downtown Loop signage that would include parking wayfinding. The consensus was to go with the blue design, with 7 large signs and 10 smaller signs. Kay will contact Amor Signs for a quote of the work to be done.
No status report for the US-31 sign to be installed on Cypress at Shell Station.
Cross walk signs were discussed and Kay is working on pricing for this project. Funding may come from either the city for safety issues or from individual committee members. More information will follow.
Kay presented the Holiday Decoration RFP and suggestions were made to add that this would be a "fixed price bid" and that the due date would need to be on the top of the first page in the Re: section. The RFP was approved to be sent out to decorating companies in the state as well as in the News Advocate.
Kay noted that he and Shari are working with the city and there will be "no right turn" signs placed throughout the downtown as well as arrows on the street pointing west to show the flow of traffic. It was decided that this should be done before the 4th of July Weekend.

Meeting adjourned at 9:45am.
The next Design Committee meeting will be on June 28th, 2015 at 8:30 AM at the Chamber/Main Street Office.

Director's Report—July 8th, 2015

- Continue to meet with Brandon Jensen to update our website
    - Available Jobs in Downtown Manistee
    - Updated Businesses List
    - Top 10 Things to do in Downtown Manistee
    - Hotel Packages
    - Updated Available Properties List
- The Downtown Map/Brochure is being updated; 2000 to be printed (held unto new office location)
- Creation of Rain Garden with Street Trees Fund (waiting on plan from volunteer)
- RFP for Holiday Decorations went out 7-2-15 (15 were sent out—due August 14th) Will also go in Newspaper
- Riverwalk repairs and updates—regularly meet with Ryan on Riverwalk maintenance and landscaping
- Met with Weesies representative to change out invasive Japanese Knotweed with nice ground cover (installation later this summer)
- Volunteered my family to remove weeds and overgrown plants at House of Flavors along US-31 and River Street
- Sent out email to address weeds and overgrown plants along the Riverwalk
- Working on Downtown Loop to get tourists/customers back into the downtown
- Creation of Brewery Recruitment Packet
- Near completion on Market Data to determine Occupancy/Vacancy Rate & Number of Full/Part Time Employees in Downtown
- Business driven parking ticket system (approved)
- Updating of By-Laws for Board
- Riverwalk Railing painting will be complete later in July (process took longer than expected)
- Attended Historic District Commission Meeting; City Council Meeting June 16th and July 17th, Visitors Bureau Board Meeting;
- Final step on Liquor License Redevelopment Area
- New Chairs found for Boos, Brews and Brats, and Sidewalk Sales
- Working on policy/ordinance for trash pickup on River Street
- Vacant Property Registration Ordinance will probably be merged into Blight Ordinance
- Back to the Bricks was a huge success; most businesses told me they did double their normal Sunday sales; lots of calls and emails from businesses saying how wonderful it was
- Toured the Dempsey Manor B&B with the Chamber
- Attended a GAMSA Award Webinar
- Attended all committee meetings including Sleighbell
- Attended RRC Meeting June 25th; Met with Jim Matthews to review project; Met with owner and manager of Manistee Inn and Marina to review their plans for outdoor bar (Design Assistance Program); talked to owners of former Bookmark for their timeline updates; emailed with owners of H&K Electric for updates on project; met with Dr. Youga on his new venture in former Vincent's Ice Cream
- New Business Meetings: New Restaurant, and two new businesses

DOWNTOWNMANISTEE
michigan

Downtown Merchants **Meeting Notes**

July 1st, 2015

8:10am

Call to Order

Present

John Kaser, Sally Koon, Bev Johnson, Corky Rybicki, Patrick Kay (MSDDA Director), Cherri Koblinski, Carrie Mosher, Marilyn (Lighthouse Pregnancy Center), Stacie Bytwork (Manistee Area Chamber of Commerce)

Marilyn from the Lighthouse Pregnancy Center made a short presentation to the merchants concerning an event to raise money/awareness of the Pregnancy Center involving rocking chairs that would be displayed in the windows of shops downtown and then could be purchased. Other portions of the event would involve a rocking chair-athon. More information will follow.

Stacie Bytwork form the Chamber updated the merchants on the Forest Festival. She said that they were out of brochures. Other information can be found on the Forest Festival Facebook page, the Chamber Facebook page, and at the information booth near the Flea Market. She thanked the businesses for participating in the window displays of beach theme for Forest Festival. The Flea Market has been moved to the back ballfield. Grapes on the Rive is coming up soon and will be in the same location as before at the City Marina. She asked for comments and suggestions on how to better benefit the businesses for the event like if patrons visited their store with a Grapes on the River wristband that they could get 10% off on purchases. Bywork reported that there is a monthly eNewsletter to promote new business that open or join the chamber. Also bring nonperishables to the 4th of July parade to give to the Salvation Army as they pass by.

Kay gave a report on Projects and Events of the Downtown:

The status of the newsletter will change to a quarterly newsletter of information, stories, and upcoming events in the downtown. There will also be a one pager that will be distributed to businesses about façade grants, special loans, and other benefits and project for the downtown businesses.

The website is being updated to have a place for businesses to post job openings; a section on "things to do" in downtown Manistee to encourage visitor traffic; and updates to the available properties page.

Kay asked that those participating in the Downtown Dollars Program to refrain from punching holes in the Downtown Dollars. The MSDDA reuses Dollars after they have come back to our offices.

Kay reported that the Riverwalk Maintenance and Landscaping was coming along great and that much improvement has been made over the last couple months. If you notice anything that needs to be addressed, please contact Patrick Kay. Also if you have a property that backs up to the Riverwalk, please make sure that you maintain the landscaping up to the Riverwalk. The DDA only maintains 5 feet on either side, the rest needs to be taken care of by the property owners. Kay said that he would be sending an email out to property/business owners that are in violation of the city ordinance.

The Railing Repainting will take longer than expected due to paint removal issues. Over the years people, in an attempt to address the rusted railings prior to this painting, took it upon themselves to hand paint certain areas. Because of this the removal process is more involved and will take more time. Kay requested that the area where the handicapped ramp is be addressed before the 4th of July weekend, as this was the worst spot. After the 4th weekend, the painters will come back and finish the rest of the railing.

Kay showed the merchants a conceptual drawing of a proposed set of signs that the DDA is planning on putting in the downtown called the Downtown Loop. This would assist customers driving through Downtown Manistee get back to the East side of the Downtown that they may have missed due to the One-Way traffic. The Loop would take them back to first and then onto Division and back to River Street. Other signs would be added to this for parking directions. The general consensus liked the concept and the planned signs. More information will follow.

Kay presented a proposal of a "parking ticket" to be used by business owners to discourage other business owners and employees from parking on River Street all day long and taking up parking for customers. It was talked about at the last meeting that this would be the best option to move forward with and Jackpine donated the cost to print them. The design and wording was approved and will be printed up and available in the coming weeks.

Kay gave an update to new businesses: Famous Flynn's is still expected to open up in mid July; the owners of the former Bookmark Building are moving forward and are in the process of demolition and debris removal and should be starting on drawings in the fall for construction to begin in 2016. The owners still plan on a music lounge and recording studio on the ground floor and residential units above; a bakery of sweets has signed a lease for the former location of Vincent's Ice Cream, the opening is TBA; the property owners of H&K were delayed based on some updates needed to their façade drawings. Construction should start later this year.

The Redevelopment Area Liquor License program is on its last step to finalizing and creating additional licenses. The first request for license is the Manistee Inn & Marina. This will be voted on by council on July 7th.

The Vacant Property Registration Ordinance is temporarily on hold as the committee reviews the current Blight Ordinance. There may be a way of simply updating that ordinance instead of creating a whole new one. More information will follow.

Back to the Bricks was a big success and several businesses have contacted me and told me how well their sales were on that Sunday. Suggestions were made on how to increase traffic and more participation next year if they plan to come back.

Sidewalk Sales will occur on August 7th and 8th. Carrie Mosher will be the chair of this event. We are still debating whether to close the streets for the event. There are businesses who are both for and against this idea. More details to follow.

Boos, Brews, and Brats will stay on for another year, however the Manistee Main Street Board has moved the event to the Organization Committee with the stipulation that it be a fundraising event that makes money for the DDA. We still need a chair however we currently have a sponsorship of $1000 from the LRCR to start with.

The Downtown Maps/Brochure are updated, however are on hold as the Main Street DDA offices are being moved to a new location. Due to the Chamber of Commerce needing room to expand, the Main Street DDA will need to relocate to a new office. This will be decided at the next board meeting on July 8th.

Kay reported that he is still looking into policy/ordinance that would address the trash day pickup in the downtown. The problem is when trash day occurs downtown the sidewalks are littered with garbage bags and sometimes leaky bags from restaurants. A suggestion was that all restaurants be required to have trash cans for their trash and that everyone that puts trash out on the sidewalk be limited on how close to the pickup time that trash could be left out. Everyone was in favor of this.

The meeting was adjourned at 8:50am

RULES GOVERNING THE MANISTEE, MICHIGAN DOWNTOWN DEVELOPMENT AUTHORITY

ARTICLE I. PURPOSES AND POWERS

The purpose or purposes for which the Authority is organized are as follows: To act as a Downtown Development Authority in accordance with Act 197 of the Public Acts of 1975, as amended, including, but not limited to: to correct and prevent deterioration in the Downtown Development District, to encourage historic preservation, to create and implement development plans, and to promote economic growth. In furtherance of these purposes, the Authority shall have all of the powers which now or hereafter may be conferred by law on Authorities organized under Act 197, Public Acts of 1975 as amended; and Public Law 9-1-646, being the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The power or authority given under Public Acts 197 is as follows:

(a) Prepare an analysis of economic changes taking place in the downtown district.

(b) Study and analyze the impact of metropolitan growth upon the downtown district.

(c) Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.

(d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hal single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

(e) Develop long-range plans, in cooperation with the agency which is chiefly responsibility for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.

(f) Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the Authority as granted by this act.

(g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.

(h) Acquire by purchase or otherwise on terms and conditions and in a manner the Authority deems proper or own, convey, or otherwise dispose of, or lease as

lessor or lessee, land and other property, real or personal, or rights of interests therein, which the Authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect thereto.

(i) Improve land and construction, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building including multiple-family dwellings, and any necessary or desirable appurtenances thereto, within the downtown district for use, in whole or in part, of any public or private person or corporation, or a combination thereof.

(j) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the Authority.

(k) Lease any building or property under its control, or any part thereof of a building or property.

(l) Accept grants and donations of property, labor, or other things of value from a public or private source.

(m) Acquire and construct public facilities.

(n) Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.

(o) Contract for broadband service and wireless technology service in the downtown district.

(p) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township if the qualified township has entered into an agreement with the municipality under section 3(7).

ARTICLE II. BOARD

Section 1. General Powers

The Authority shall be under the supervision and control of a board.

Section 2. Number, Tenure, and Qualifications

The Board of the Authority shall consist of nine persons, the Mayor of the City of Manistee and eight members. The members shall be appointed for one term of four years except that of members first appointed; two shall be appointed for one year, two for two years, two for three years, and two for four years. At least five of the members shall be persons having an interest in property located in the downtown district. At least one of

the members shall be a resident of the downtown district if it has one hundred or more persons residing within it. The term of office shall begin on the First day of July.

Section 3. Selection of Board Members

The Chief Executive of the City of Manistee with the advice and consent of the City Council shall appoint the members of the board. Subsequent board members shall be appointed in the same manner as the original appointments at the expiration of each member's term of office. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

Section 4. Compensation of Members

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

Section 5. Expiration of Term, Continuation in Office, Reappointment, and Filling Vacancies

If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed in the manner prescribed for filling vacancies on City of Manistee Authorities.

Section 6. Removal

Pursuant to proper notice and an opportunity to be heard, a member may be removed from office for neglect of duty including nonattendance at meetings, misconduct, malfeasance, or any other good cause by a majority vote of the City Council. Removal of a member is subject to review by the Circuit Court.

Board Absences.

In order to maintain the maximum participation of all appointed Downtown Development Authority members at all scheduled meetings, the following is the attendance guide and Board member replacement policy for "excused" or "unexcused" absences:

1. When appointed, each Board member should state his/her willingness and intention to attend each scheduled meeting of the Downtown Development Authority.

2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Board member from attending the scheduled meeting; the Board Chair or staff liaison to the Downtown Development Authority should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Board member upon this notification will receive an "excused absence" for the involved scheduled meeting.

3. If any Board member is absent from three (3) consecutive scheduled meetings without an "excused absence" for any of the three (3) meetings, the Board member shall be reported in writing to the City Manager. The City Manager will contact the Board member in writing and question his/her continued ability or interest in being on the Board, giving the member a chance to rectify the attendance issue or submit a resignation.

4. There will be no limit on the number of consecutive "excused absences" for any Board member. However, if the Board member is repeatedly absent for at least 50% of the yearly scheduled meetings, that member will also be reported in writing to the City Manager. The City Manager will contact the Board member in writing and question the member's continued ability or interest to be on the Board. The Board member will be considered for an appointment nullification when the absences total six in the calendar year.

5. The appointment nullification action would be initiated by the City Manager and forwarded on to the City Council for official action.

Section 7. Disclosure of Interest

A board member who has a direct interest in any matter before the Authority shall disclose his interest prior to the Authority taking any action with respect to the matter which disclosure shall become a part of the record of the Authority's official proceedings. Further, any member making such disclosure shall then refrain from participating in the Authority's decision-making process relative to such matter.

Section 8. Code of Ethics

No Director shall participate on behalf of the Corporation in any mater which would, to their knowledge, have a direct financial impact, as distinguished from the impact on the public generally, on them, their spouse or family, or a business entity with which they are affiliated. Nor shall any Director use the position of their affiliation with this Corporation for their benefit or that of another. Nor shall any Director use confidential information acquired in their capacity with the Corporation for their own benefit or that of another.

ARTICLE III. OFFICERS

Section 1. OFFICERS

The officers of the Authority shall be a Chairman, Vice-Chairman, Secretary, and Treasurer. ~~The Chairman shall be the Chief Executive Officer of the City, or as elected by the board.~~

Section 3. Filling of Vacancies

A vacancy in any of the officer positions may be filled by the board for the unexpired portion of the term.

Section 4. Chairman

The Chairman shall preside at all meetings of the board and shall discharge the duties of a presiding officer.

Section 5. Vice-Chairman

In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman and when so acting shall have all the powers and be subject to all restrictions of the Chairman.

ARTICLE IV. MEETINGS

Section 1. Annual Meeting

The annual meeting shall be ~~held on the third Wednesday of July~~ set by the Organization Committee and approved by the board each year. The election of officers shall occur at ~~the annual organizational meeting~~ first meeting of the fiscal year. If the election of officers should not occur on the day designated, or any adjournment thereof, the board shall cause the election to be held at a regular special meeting of the board within ninety days of the ~~annual meeting~~ new fiscal year.

Section 2. Regular Meetings

Regular meetings of the board shall be held at 12:00 noon on the second Wednesday of each month at a location agreed to by the board. In the event the meeting day shall fall on a holiday, the meeting will occur on the following day. The ~~financial records~~ board meetings shall always be open to the public. Any regularly scheduled meeting may be cancelled for lack of quorum. Notice of all meetings shall be posted in accordance with the Michigan Open Meetings Act.

Section 3. Special Meetings

Special meetings of the board may be called by the Chairman, by the Vice-Chairman in the absence of the Chairman, by the Executive Director, by any three members, or by the City Council by giving twenty-four hour notice of the meeting stating the purpose of the meeting and by posting the notice eighteen hours prior to the meeting.

Section 4. Notice of Meetings

All meetings shall be preceded by public notice posted no less than eighteen hours prior to the meeting in accordance with the Open Meetings Act (Act 267 of the Public Acts of

1976, as amended.) Notice to the members of the board and to the public shall be the responsibility of the Secretary.

Section 5. Agenda

The Chairman may direct the Secretary or Executive Director to prepare the agendas for all meetings and send them to the Authority members at least twenty-four prior to a meeting. Any member of the Authority may request any item to be placed upon the Agenda. Approval of the agenda, including items added or deleted, shall be one of the first items of business at each meeting.

Section 6. Quorum and Voting

A majority of the members of the board in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of disclosure of interest (Article II, Section 7), a majority of the remaining members eligible to vote shall constitute the action of the board.

Section 7. Rules of Order

Robert's Rules of Order will govern the conduct of all meetings.

Section 8. Public Comment During Meetings

The Manistee Downtown Development Authority wishes to provide for orderly public comment during its meetings and wishes to express its procedure for allowing public comment at its meetings in compliance with Open Meetings Act, Public 267 of the Public Acts of 1976.

1. At any meeting, any interested person may address the Board of Trustees of the Manistee Downtown Development Authority on any agenda item prior to the vote on that agenda item if recognized by the Chairman or upon request of any two Board members present.

2. Any interested person may address the Board of Trustees of the Manistee Downtown Development Authority on any matter relevant to the purposes and powers of Authority during the agenda item designated public comments.

3. The Chairman shall have the authority to limit and terminate any public comment that becomes disruptive, repetitive, or impedes the orderly progress of the meeting. The Chairman shall control the order and duration of any public comment, subject to appeal.

4. Any public comment may be limited in time to not more than five (5) minutes.

5. Prior to engaging in public comment, each person shall identify themselves and the group that is being represented.

ARTICLE V. EMPLOYMENT OF PERSONNEL

Section 1. Executive Director

The board may employ and fix the compensation of a director, subject to the approval of the City Council. The director shall serve at the pleasure of the board. A member of the board is not eligible to hold the position of director. ~~Before entering upon the duties of his office, the director shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond in the penal sum determined in the ordinance establishing the Authority, payable to the Authority for use and benefit of the Authority, approved by the board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the Authority, payable from funds available to the Authority for expenses and operation.~~ The director shall be the chief executive officer of the Authority. Subject to the approval of the board, the director shall supervise, and be responsible for, the preparation of plans and the performance of the functions of the Authority in the manner authorized by Act 197 of the Public Acts of 1975 as amended. The director shall attend the meetings of the board, and shall render to the board and to the City Council a regular report covering the activities and financial condition of the Authority. If the director is absent or disabled, the board may designate a qualified person as acting director to perform the duties of the office. ~~Before entering scribe to the oath, and furnishing bond, as required of the director, the director shall furnish the board with information or reports governing the operating of the Authority as the board requires.~~ The director shall not be a full-time City employee.

Section 2. Treasurer

~~The board may employ and fix the compensation of a Treasurer if he or she is not a board member, who shall keep the financial records of the Authority and who, together with the directors, shall approve all vouchers for the expenditure of funds of the Authority. The Treasurer shall perform such other duties as may be delegated by the board and shall furnish bond in an amount as prescribed by the board~~.

The Treasurer shall make a report at each Board meeting, chair the finance committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Board members and the public.

Section 3. Secretary

~~The board may employ and fix the compensation of a secretary, who shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the controller. The secretary shall attend meetings of the board and keep a record of its proceedings, and shall perform such duties delegated by the board.~~

The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained.

Section 4. Legal Counsel

The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the Authority in actions brought by or against the Authority.

Section 5. Other Personnel

The Board may employ other personnel deemed necessary by the board.

ARTICLE VI. COMMITTEES AND ADVISORY BOARDS

Section 1. Committees

The board by resolution may designate and appoint one or more committees to advise the board. The Chairman of the Authority shall appoint the members and select the chairman. The committees may be terminated by a vote of the Authority. At the annual meeting, the committees will be evaluated and reappointed or dissolved

Section 2. Organizational Standing Committees

There shall be four (4) standing committees which shall be entitled Design, Economic Restructuring, Promotion, and Organization. The Design, Economic Restructuring, Promotion, and Organization committees shall consist of not less than three (3) members, and shall have as a chairperson a voting member of the Board of Directors of the Corporation who shall be responsible for directing and coordinating the affairs of the committee. Other members may volunteer or be recruited from the Community at large. Each committee may fix rules of procedure for its business.

Section 3. Advisory Boards

The board may by resolution authorize the establishment of advisory boards to the Authority. The Chairman shall select, with the advice and consent of the Authority members, the members of each advisory board. The advisory board shall elect their own officers and establish rules governing their actions.

ARTICLE VII. CONTRACTS AND FUNDS

Section 1. Contracts

The board may authorize the Executive Director or an agent or agents of the Authority to enter into any contract or execute and deliver any instrument on behalf of the Authority within the limits authorized by Public Act 197. The authorization may be general or confined to specific instances.

Section 2. Funds

All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Authority shall be signed by ~~the Treasurer and countersigned by the Executive Director or Administrator of the Authority~~ any two officers of the board. ~~Other member of the board may be authorized to execute documents in the absence of the Treasurer or Executive Director. Account transactions require two signatures~~. All funds of the Authority shall be placed in such banks, trust companies, or other depositories as selected by the board.

Section 3. Contributions or Gifts

The board may accept on behalf of the Authority any contribution, gift, request, real property or device for the general purposes or for any special purpose of the Authority.

ARTICLE VIII. BOOKS AND RECORDS

Section 1. Books and Records

The Authority shall keep correct and complete records of books and accounts and minutes of the meetings and they shall be available to the public. The records shall be kept at the principal office of the Authority which will have a record of the names and addresses of the members of the Authority. All books and records of the Authority shall be open to the public. An annual audit by an independent certified public account will be conducted.

Section 2. Fiscal Year

The fiscal year of the Authority shall at all times conform to the fiscal year of the City of Manistee.

ARTICLE IX – RAISING OF FUNDS

Section 1. Ad Valorem Tax

The Authority with the approval of the City Council may levy an ad valorem tax on the real and tangible property not exempt by law and as finally equalized in the downtown district. The tax shall be not more than 2 mills. The tax shall be collected by the City of Manistee. The City shall collect the tax at the same time and in the same manner as it collects its other ad valorem taxes. The tax shall be paid to the Treasurer of the Authority

and credited to the general fund of the Authority for purposes of financing only the operations of the Authority.

Section 2. Borrowing Money Prior to Collection of Tax

The City may at the request of the Authority borrow money and issue its notes therefore pursuant to Act 202 of the Public Acts of 1943, as amended, being sections 131.1 and 138.2 of the Michigan Compiled Laws, in anticipation of collection of the ad valorem tax authorized in this section.

Section 3. Revenue Bonds

The Authority may borrow money and issue its negotiable revenue bonds therefore pursuant to Act 94 of the Public Acts of 1933, as amended, being sections 141.101 to 141.139 of the Michigan Compiled Laws. Revenue bonds issued by the Authority shall not, except as hereinafter provided, be deemed a debt of the City of Manistee or the State of Michigan. The City Council by a majority vote of the members may pledge its full faith and credit to support the Authority's revenue bonds.

Section 4. Tax Increment Financing

When the Authority determines that it is necessary for the achievement of the purposes of Act 197, Public Acts 1975, the Authority shall prepare and submit a tax increment financing plan to the City Council. The plan shall include a development plan as provided in Section 17, Act 197, Public Acts of 1975, a detailed explanation of the tax increment procedure, the amount of bonded indebtedness to be incurred, the duration of the program, and shall be in compliance with Section 15 of that Act. The plan shall contain statement of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located. The plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used by the Authority shall be clearly stated in the tax increment financing plan.

ARTICLE X. DISTRICT BOUNDARIES

The Authority shall exercise its powers within the downtown district of the City of Manistee so determined by ordinance of the City Council.

ARTICLE XI. AMENDMENT TO RULES

These rules should be reviewed annually by the Board of Directors and they may be altered, amended, or repealed, and new rules adopted, by a majority of the members present at any regular meeting, to be effective upon approval of the Manistee City Council.

Adopted by the Board of Directors_____

_____
Secretary, Manistee City Downtown
Development Authority

Approved by the Manistee City Council _____

_____
City Clerk

Address	Sqft	Price	Includes
336 River	900	600	water
359 River	appox. 275	450	water/electricity
415 Washington	800	600	??
294 River	approx. 600	500	water/electricity

7/7/2015

MANISTEE MAIN STREET/DDA
COST OF PART-TIME EMPLOYEE

HOURS PER WEEK	MINIMUM WAGE $8.15/hour	SOCIAL SECURITY EMPLOYER 6.2%	MEDICARE EMPLOYER 1.45%	UNEMPLOYMENT EMPLOYER .74%	DIRECT DEPOSIT FEE PER CHECK	COST PER WEEK	PER MONTH (4 WEEKS)	PER FISCAL YEAR-52 WKS
10 HOURS PER WEEK	$ 81.50	$ 5.05	$ 1.18	$ 0.60	$ 1.60	$ 89.93	$ 359.72	$ 4,316.64
15 HOURS PER WEEK	$ 122.25	$ 7.58	$ 1.77	$ 0.90	$ 1.60	$ 134.10	$ 536.40	$ 6,973.20
20 HOURS PER WEEK	$ 163.00	$ 10.11	$ 2.36	$ 1.21	$ 1.60	$ 178.28	$ 713.12	$ 9,270.56

HOURS PER WEEK	WAGE $10.00/hour	SOCIAL SECURITY EMPLOYER 6.2%	MEDICARE EMPLOYER 1.45%	UNEMPLOYMENT EMPLOYER .74%	DIRECT DEPOSIT FEE PER CHECK	COST PER WEEK	PER MONTH (4 WEEKS)	PER FISCAL YEAR-52 WKS
10 HOURS PER WEEK	$ 100.00	$ 6.20	$ 1.45	$ 0.74	$ 1.60	$ 109.99	$ 439.96	$ 5,719.48
15 HOURS PER WEEK	$ 150.00	$ 9.30	$ 2.18	$ 1.11	$ 1.60	$ 164.19	$ 656.76	$ 8,537.88
20 HOURS PER WEEK	$ 200.00	$ 12.40	$ 2.90	$ 1.48	$ 1.60	$ 218.38	$ 873.52	$ 11,355.76

HOURS PER WEEK	WAGE $12.00/hour	SOCIAL SECURITY EMPLOYER 6.2%	MEDICARE EMPLOYER 1.45%	UNEMPLOYMENT EMPLOYER .74%	DIRECT DEPOSIT FEE PER CHECK	COST PER WEEK	PER MONTH (4 WEEKS)	PER FISCAL YEAR-52 WKS
10 HOURS PER WEEK	$ 120.00	$ 7.44	$ 1.74	$ 0.89	$ 1.60	$ 131.67	$ 526.68	$ 6,846.84
15 HOURS PER WEEK	$ 180.00	$ 11.16	$ 2.61	$ 1.33	$ 1.60	$ 196.70	$ 786.80	$ 10,228.40
20 HOURS PER WEEK	$ 240.00	$ 14.88	$ 3.48	$ 1.78	$ 1.60	$ 261.74	$ 1,046.96	$ 13,610.48

7/7/2015

MANISTEE MAIN STREET/DDA
COST OF PART-TIME EMPLOYEE

HOURS PER WEEK	WAGE $15.00/hour	SOCIAL SECURITY EMPLOYER 6.2%	MEDICARE EMPLOYER 1.45%	UNEMPLOYMENT EMPLOYER .74%	DIRECT DEPOSIT FEE PER CHECK	COST PER WEEK	PER MONTH (4 WEEKS)	PER FISCAL YEAR-52 WKS
10 HOURS PER WEEK	$ 150.00	$ 9.30	$ 2.18	$ 1.11	$ 1.60	$ 164.19	$ 656.76	$ 8,537.88
15 HOURS PER WEEK	$ 225.00	$ 13.95	$ 3.26	$ 1.67	$ 1.60	$ 245.48	$ 981.92	$ 12,764.96
20 HOURS PER WEEK	$ 300.00	$ 18.60	$ 4.35	$ 2.22	$ 1.60	$ 326.77	$ 1,307.08	$ 16,992.04

MANISTEE AREA CHAMBER OF COMMERCE

JANETTE VIRTA, BUSINESS MANAGER
July 6, 2015

Administrative Support for Manistee Main Street/Downtown Development Authority

- Office reception and telephone service as necessary.
- Deposit payments received, allocating funds to proper bookkeeping accounts in QuickBooks.
- Write checks, allocating expenses to proper bookkeeping accounts.
- Reconcile four monthly bank statements.
- Record credit card payments received.
- Maintain financial records and receipts filing system.
- Prepare monthly financial reports for three accounts.
- Prepare monthly Check Register.
- Maintain office personnel payroll files and schedule direct deposit payroll.
- Prepare, file, and pay monthly Sales Tax & State Withholding and Federal Deposit.
- Prepare, file, and pay quarterly 941 Report and Unemployment Insurance Agency report.
- Prepare and file annual W-2, W-3, 1099's, and 1096.
- Invoice receivables.
- Provide event reports.
- Consult on budget preparation.
- Provide records for CPA's annual audit.

Chamber Executive Assistant
Manistee Main Street/DDA Duties

Frontline employee who greets customers and assists them, answer the phone and manage incoming calls.

Record and transcribe minutes of meetings and prepare packets for Board Meetings.

Post information and links to various Main Street events on the Chamber website.

Print hard copy forms for various events to give to customers who request them.

Sell Downtown Dollars and write receipts.

General clerical and administrative support, including but not limited to, assistance with mailings, copying, filing and preparation of open meeting notices.

Prepare liquor licenses for events.

Assist on projects as needed.

DOWNTOWNMANISTEE
michigan

Manistee DDA / Main Street Program Director Job Description

approved by MSDDA Board 8/7/13

WORK OBJECTIVES

The DDA / Main Street Program Director coordinates activities within a downtown revitalization program that utilizes historic preservation as an integral foundation for downtown economic development. He/she is responsible for the development, conduct, execution and documentation of the Main Street program, in conjunction with the DDA/Main Street Board of Directors. The program director is the principal onsite staff person responsible for coordinating all program activities and volunteers, as well as representing the community regionally and nationally as appropriate. In addition, the program director should help guide the organization as its objectives evolve.

PRINCIPAL DUTIES AND RESPONSIBILITIES

The Director's duties will encompass a variety of tasks as determined by the Manistee DDA / Main Street Program Board. Annual evaluations will be based on defined goals and objectives agreed upon by the Director and the Manistee DDA/Main Street Program Board. The Director is directly supervised by the DDA/Main Street Program Board Chairperson.

The Director should carry out the following tasks:

GENERAL

- Assist the DDA / Main Street program's board of directors and committees in developing an annual action plan for implementing a downtown revitalization program focused on four areas: design; promotion and marketing; organization; and economic restructuring / development.
- Focus on the successful execution of the annual DDA / Main Street work plan, with the goal of annual accreditation through the National Main Street Center.
- Attend all Manistee DDA/Main Street Program Board and Main Street Committee meetings. Attendance at City Council meetings is also required on a somewhat regular basis, including an annual report and budget presentation.
- Participation in relevant professional development / training activities, including mandatory Michigan Main Street trainings.
- The position is not a 9 am until 5 pm job; hours beyond 9 am until 5 pm will be required, which include some holidays and weekends.

ORGANIZATIONAL

- Coordinate the activity of the Main Street program committees, ensuring that communication among committees is well established; assist committee volunteers with implementation of work plan items.
- Manage all administrative aspects of the Main Street program, including purchasing, record keeping, budget development, accounting, preparing all reports required by the state Main Street program and by the national Main Street Center, assisting with the preparation of reports to funding agencies, and supervising employees or consultants.
- Develop funding sources for expansion and development of the Manistee DDA/Main Street Program by creating fundraising and sponsorship packages.
- Become familiar with all persons and groups directly and indirectly involved in the downtown.
- Whenever possible, facilitate the inter-organizational cooperation and synchronization of activities and development efforts between existing and new interest groups that impact the health of Downtown Manistee and the Manistee DDA/Main Street Program.

- Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of the downtown's assets and to foster an understanding of the Main Street program's goals and objectives. Use speaking engagements, media interviews, and personal appearances to keep the program in the public eye.
- Work closely with local media to ensure maximum coverage of promotional activities; encourage design excellence in all aspects of promotion in order to advance an image of quality for the downtown.
- Help build strong and productive relationships with appropriate public agencies at the local and state levels.
- Represent the community to important constituencies at the local, state and national levels. Speak effectively on the program's directions and work, mindful of the need to improve state and national economic development policies as they relate to commercial districts.
- Utilizing the Main Street program format, develop and maintain data systems to track the progress of the local Main Street program. These systems should include economic monitoring, individual building files, photographic documentation of physical changes, and statistics on job creation and business retention.
- Coordination of agenda, minutes, etc. for the DDA/Main Street Board.
- Coordinate the utilization, to the fullest extent possible, the technical assistance services offered through the Michigan Main Street Center.
- Seeking, writing and managing grants for the betterment of the entire Downtown area based on goals and objectives established by the DDA/Main Street Board via strategic planning or other means.

MARKETING & PROMOTION

- Direct efforts to market Downtown Manistee to outside businesses and investment interests by working with realtors, developers and building owners to enhance the quality of retail and commercial space in Downtown Manistee.
- Basic design and placement of advertisements for DDA/Main Street events and promotions.
- Regular maintenance of the Downtown Manistee / DDA/Main Street website and facebook page.

DESIGN

- Along with the Design Committee, work to instill good maintenance practices in the downtown district, enhancing the district's physical appearance through the rehabilitation of historic buildings, encouraging appropriate new construction, developing sensitive design management systems, educating business and property owners about design quality, and long-term planning.
- Encourage preservation of historic building stock, interfacing with the City of Manistee Historic District Commission and other entities as appropriate.
- Collaborate with other public and private entities to facilitate proper maintenance of the downtown streetscape and other physical elements including the riverwalk, street furniture, greenscaping, etc.

ECONOMIC RESTRUCTURING

- Develop, in conjunction with the DDA / Main Street program's board of directors, downtown economic development strategies that are based on historic preservation and utilize the community's human and economic resources.
- Direct efforts to recruit businesses, retain and expand existing businesses, and provide information, expertise, and appropriate referrals to business owners.
- Provide technical assistance when possible to individual tenants or property owners with physical improvement projects through personal consultation or through appropriate third-party means; provide advice and guidance on available financial assistance/incentive mechanisms for physical improvements.

The above statements are intended to describe the general nature and level of work being performed by a person in this position. They are not construed as an exhaustive list of all jobs that may be performed by such a person. Other duties, clerical or otherwise, may be required.

RESOURCE MANAGEMENT RESPONSIBILITIES

The DDA / Main Street Program Director supervise any necessary temporary or permanent employees, as well as professional consultants. He/she participates in personnel and project evaluations. The DDA / Main Street Program Director maintains local Main Street program records and reports, establishes technical resource files and libraries, and prepares regular reports for the state Main Street program and the National Main Street Center. The DDA / Main Street Program Director monitor the annual program budget and maintain financial records.

JOB KNOWLEDGE AND SKILLS REQUIRED

The DDA / Main Street Program Director should have education and/or experience in one or more of the following areas: commercial district management, economics, finance, public relations, planning, business administration, public administration, retailing, volunteer or non-profit administration, architecture, historic preservation, and/or small business development. The DDA / Main Street Program Director must be sensitive to design and preservation issues and must understand the issues confronting downtown business people, property owners, public agencies, and community organizations. The DDA / Main Street Program Director must be entrepreneurial, energetic, imaginative, well organized and capable of functioning effectively in an independent environment. Excellent written and verbal communication skills are essential. Supervisory skills are desirable.

QUALIFICATIONS

Education. This job requires knowledge equivalent to that which normally would be acquired by completing a four year college degree program such as a BA or BS in one or more of the following areas: historic preservation, planning, economic development, retailing, marketing, design, volunteer management, nonprofit or DDA management, grant writing, and small business development.

Experience. Performance of this job requires 3-5 years of experience in a related field or demonstrated knowledge of principles and practices pertaining to one or more of the following areas: historic preservation, planning, economic development, retailing, marketing, design, volunteer management, nonprofit or DDA management, grant writing, and small business development.

Other Knowledge, Skills and Abilities. Must be entrepreneurial, energetic, well-organized, self-starter, imaginative, able to facilitate cooperation between multiple interest groups, and an independent worker who can produce results with minimal supervision. Excellent public speaking and oral and written communication skills are required. Must have general computer skills and be proficient in word processing and spreadsheet applications. Basic graphic design skill is desirable.

CERTIFICATION OR LICENSURE

A National Main Street Certification is desired.

A valid Michigan driver's license is required.

SPECIAL CONSIDERATIONS

Must be able to make interior and exterior inspections of properties.

Potential exposure to injury while inspecting properties (e.g., loose or broken stair-steps, unlighted areas, unfinished construction). Some exposure to unpleasant weather conditions during the course of the year.

AGREEMENT

This Agreement is entered into this October 24, 2013, by and between the **City of Manistee Downtown Development Authority/Main Street Board**, a Municipal Corporation (hereinafter (DDA/Main Street Board"), of 11 Cypress Street, Manistee, MI 49660, and **Patrick Kay** (hereinafter "PK"). The parties agree and contract as follows:

1 **Appointment and Employment as DDA/Main Street Director**. The DDA/Main Street Board hereby appoints PK as the DDA/Main Street Director as described in the attached job description herein referred to as Attachment A, and to perform such other duties and functions as may from time to time be assigned by the DDA/Main Street Board. Such appointment shall commence from PK original appointment of November 25, 2013 and shall continue until such appointment is withdrawn by the DDA/Main Street Board or PK terminates employment with the DDA/Main Street Board.

2. **Acceptance of Appointment**. PK accepts the appointment as DDA/Main Street Director and promises to faithfully, and to the best of his efforts, discharges the duties, functions and responsibilities of such office as the same are contained in DDA/Main Street job description and that may be assigned from time to time by the DDA/Main Street Board.

3. **At-Will Appointment and Employment**. PK acknowledges and agrees that the appointment and employment as DDA/Main Street Director for the DDA/Main Street Board is an at-will appointment. The DDA/Main Street Board may terminate the employment of PK as DDA/Main Street Director at its pleasure, subject to the terms and conditions contained in this Agreement only.

4. **Remuneration**.

   A. **Salary** During the term of appointment, the DDA/Main Street Director shall be remunerated at a salary to be set from time to time by the DDA/Main Street Board. The annual rate of remuneration for PK shall be $57,000 per year, payable twice a month. less any applicable federal, state and local taxes.

   B. **Performance Evaluation and Salary Adjustment(s)**. Performance goals and objectives will be established annually.

   C. **Fringe Benefits**. During the term of appointment, PK, as the DDA/Main Street Director, shall also receive the following fringe benefits:

      i. **Vacations**. PK shall be entitled to two (2) weeks paid vacation per annum commencing January 1.

      ii. **Paid Holidays**. PK shall receive the following paid holidays New Years Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

iii. **Professional Dues and Continuing Education**. The DDA/Main Street Board will pay for attendance at continuing education for seminars and classes directly in the interest of the DDA/Main Street Board and PK performance as DDA/Main Street Director on behalf of the DDA/Main Street Board, as approved in advance by the DDA/Main Street Board.

iv. **Moving Expenses**: The DDA/Main Street Board will reimburse PK up to $1,000 of his moving expenses from Middletown, Ohio to Manistee, Michigan upon verified paid invoices.

v. **Hold Harmless.** The DDA/Main Street Board will indemnify and hold PK harmless from liability for any claims or demands arising out of an act or omission occurring in the performance of PK duties as DDA/Main Street Director, except as to those acts or omissions deemed to constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts.

vi. **Notice**. PK and the DDA/Main Street Board agree to provide not less than thirty (45) days notice of termination or leaving employment.

vii. **Severability.** The DDA/Main Street Board and PK agree that if any part of this Agreement shall be held unenforceable, null or void, that the rest of the Agreement shall remain in full force and effect.

5. **Interpretation.** This Agreement shall be interpreted according to the DDA/Main Street Board by Laws and the laws of the State of Michigan.

6. **Entire Agreement.** This document represents the entire agreement of the parties and incorporates herein all negotiations, discussions and agreements of the parties and no other agreements exist between the parties that are not included herein. This Agreement may be modified only upon written document acknowledged and signed by both parties

CITY OF MANISTEE

_____

Jeffery Reau, MSDDA Chairperson Dated

_____

Lee Trucks, Organizational Committee Chairperson Dated

_____

Patrick Kay, MSDDA/Main Street Director Dated

EMPLOYMENT CONTRACT

This Agreement is made on _____, between the City of Manistee's Main Street Downtown Development Authority, a Municipal Corporation, whose address is 294 River Street Suite 2, Manistee, MI 49660 (Employer), and Patrick Kay, whose address is 272 Lighthouse Circle, Manistee, MI 49660, (Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

I. EMPLOYMENT

The Employer employs the Employee as its Downtown Development Authority (DDA Director) to perform the duties described in the attached job description herein referred to as Attachment A, and the Employee accepts such employment on all of the terms and conditions set forth in this Agreement.

II. TERM

The term of employment under this Agreement shall be for a term of one year, beginning on _____, and recurring from that date on unless either party gives the other party at least 60 days notice from the end of any annual term.

III. DUTIES

A. The Employee, as the DDA Director, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him by the Employer and more fully described in Attachment A, the terms and conditions of which that do not conflict with this contract are incorporated herein as if they were fully retyped.

B. The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform his duties as DDA Director.

C. Employer will indemnify and hold Employee harmless from liability for any claims or demands arising out of an act or omission occurring in the performance of Employee's duties as DDA Director, except as to those acts or omissions deemed to constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts.

IV. COMPENSATION

Effective _____, the Employee shall receive an annual salary of $57,000.00, payable bi-weekly.

V. BENEFITS

The Employer shall provide the Employee with these fringe benefits:

A. Vacations. Employee shall be entitled to two (2) weeks paid vacation per annum commencing January 1.

B. Paid Holidays. Employee shall receive the following paid holidays New Years Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

C. Professional Dues and Continuing Education. The DDA/Main Street Board will pay for attendance at continuing education for seminars and classes directly in the interest of the DDA/Main Street Board and Employee performance as DDA/Main Street Director on behalf of the DDA/Main Street Board, as approved in advance by the DDA/Main Street Board.

D. Employer shall provide Employee a monthly phone stipend of forty dollars ($40) during his term of employment.

VI. TERMINATION

A. This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least 2 weeks written notice of voluntary termination. Notice of voluntary termination shall be by certified mail, return receipt requested, or by registered mail, to the Chair of the Employer at the registered office of the Employer. When the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

B. This Agreement may be terminated by the Employer as follows:

    i. At any time, with or without cause and without prior notice to the Employee, but in that event, the Employer shall be required to pay the Employee severance pay equal to one half of the remaining salary (not to include any other form of compensation or benefits to which the Employee may be entitled) due to the Employee. This payment shall be made in a lump-sum payment within 14 days of the date that this Agreement is terminated.

ii. Upon the Employee's death or "total disability" for more than 180 days. If the Employee does not return to full-time active employment with the Employer for at least 7 days, any subsequent disability shall be considered a continuation of the original disability for purposes of this Agreement. "Total disability" shall be defined as a condition resulting from injury or illness, physical or mental, experienced by the Employee that commences or occurs during the term of this Agreement and that prevents the Employee, in the written opinion of a physician selected by the Employer, from performing the ordinary and regular duties required by his employment. The Employer shall be required to give the Employee at least 30 days' written notice of the Employer's intent to terminate the employment of the Employee based on total disability.

VII. DISPUTE RESOLUTION

A. All disputes, controversies, or claims arising out of, in connection with, or relating to this employment Agreement or any breach or alleged breach of the Agreement, and any claim that the Employer violated any state or federal statute (including discrimination/civil rights claims) or Michigan common-law doctrine or committed any tort regarding the Employee in relation to his employment shall, on the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably have been aware of it, but in no event later than one year after the claim arose for a state law claim and no later than the applicable statute of limitations for a federal law claim.

C. The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party also shall have the right to subpoena witnesses and documents for the arbitration hearing.

D. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born by the Employer except for that portion that is equal to the current civil filing fee in federal court. Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the

arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party, and attorney fees to the prevailing party in accordance with such statute.

E. Any award by the arbitrator shall be final and conclusive on the parties, and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. All statutory remedies shall be available to the Employee.

VIII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

IX. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at his residence or to the Employer at its principal place of business, Attention: Chair, or the officer or address that the Employer shall provide the Employee.

XI. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

XII. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

WITNESSES

_____

_____

EMPLOYER
City of Manistee Downtown Development Authority/Main Street Board

By:_____
(Name)
Its: Chair

EMPLOYEE

_____
Patrick Kay

Drafted by : Leslie E. Van Alstine II, Attorney at Law.