

**City of South Lyon, Downtown Development Authority Board Meeting
November 11, 2021, Thursday, 8:00 a.m., Zoom Video Conferencing
South Lyon, MI 48178**

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of the Agenda
- IV. Approval of the October 14, 2021 DDA Board Meeting Minutes
- V. Citizens' Comments
- VI. Budget Report
- VII. Presentation: DDA Informational Presentation – PA 57 of 2018

- VIII. New Business:
 - A. Farmers' Market Contract Agreement with SLARA

- IX. Old Business:
 - A. Farmers Market Monthly Report
 - B. Cool Yule/Holiday Spectacular 2021
 - C. Ladies' Night Out
 - D. Committee Reports
 - E. Storm Sewer Along S. Lafayette St. between Liberty St. & McHattie St.

- X. Board Member Comments
- XI. Adjournment

Procedures by which persons may contact members of the DDA Board of Directors prior to the meeting:

Members of the public may contact members of the public body prior to the electronic meeting by email. Email addresses for the DDA Board of Directors may be found on the City's website at www.southlyonmi.org.

Next Board Meeting is 8:00 a.m., Thursday, December 9, 2021 via Zoom video conferencing.

Until further notice, the DDA Board meets regularly on the 2nd Thursday of the month at 8:00 a.m. via Zoom.

All Regular Board Meetings shall end no later than 10:00 a.m.



MEETING MINUTES – OCTOBER 14, 2021

- I. **Call to Order.** Meeting called to order by Chairperson Dereck Mashburn at 8:02 am via Zoom.
- II. **Roll Call.** Present: Dereck Mashburn joined the meeting from South Lyon, MI, Paul Zelenak joined from South Lyon, MI, Mark Childs joined from South Lyon, MI, Norm Fultz joined from South Lyon, MI, Annie Buchtrup joined from South Lyon, MI, Jeff Heinanen joined from South Lyon, MI, Gary Fagin joined from South Lyon, MI, Tanya Nevitt joined from South Lyon, MI. Excused: Gene Carroll. Also present, Nate Mack joined the meeting from South Lyon, MI, Amy Allen joined the meeting from Lyon Twp., MI.
- III. **Approval of the Agenda.** Jeff made a motion to approve the agenda. Supported by Mark. Motion passed unanimously.
- IV. **Approval of the September 8, 2021 DDA Board Meeting Minutes.** Mark made a motion to approve the minutes as submitted. Supported by Jeff. Motion passed unanimously.
- V. **Citizens Comments.** None
- VI. **Budget Report.**

Nate reported revenue of \$1,305 for Farmers Market vendor fees and \$3,000 for Ladies Night sponsorship fees. No wage expense for Farmers Market, but a minor expense for water and ice. Expenses of \$2,000 for the Grande Trunke mural, \$300 for the food truck rally printing expense, and dues for National Main Street Center and Michigan Downtown Association. Dereck asked how much we pay in association fees over the year. Nate reported that we pay about \$950 for three different associations.
- VII. **New Business:**
 - A. **Presentation: Farmers Market Manager Partnership Proposal.** Amy Allen, SLARA Director, presented a Farmers Market Manager Partnership Proposal that would involve the DDA and SLARA partnering to hire a person who would manage the Farmers Market and also work part-time for SLARA. Partnership benefits include expanded marketing opportunities, a position that is more attractive with expanded hours, ability to incorporate more family and children's activities, additional manpower for events, administrative support during

business hours, and additional sponsor recognition opportunities. Hours for this position would be 30 hours per week, year-round. The position would start with a 2-year contract, but work hours will be tracked and there would be a reevaluation at the end of the first year. DDA Board needs to approve the proposal before it can be presented to SLARA at their next meeting on October 27, 2021. Annie asked where this person would work out of. Person would work out of SLARA office with SLARA email and phone provided. Mark asked about the contract. The DDA Board needs to decide commitment prior to contract, but changes can be made. Training through MFA for Farmers Market operations. SLARA will also train one other person for coverage in case of absence. Discussion of wages. SLARA will determine how much the person is paid. How to make sure person knows sponsorships are for DDA, not SLARA? Amy feels that DDA should handle sponsorships, not SLARA. Dereck agreed that DDA should handle sponsorships. Person will be required to attend the monthly DDA Board Meetings. There are no plans to expand the Farmers Market or raise vendor fees at this time. Nate supports the partnership with SLARA. Is there an out clause? No, but something can be set up. Would be good to add Performance Goals and work into the contract that there is a 2-year minimum commitment. Paul recommended that Nate work with the city attorney on the contract and bring it back next month for approval. Annie made a motion to have the DDA Director work with the City Attorney to draft a contract with SLARA for the Farmers Market Manager position. Supported by Gary. Roll call vote:
Dereck Mashburn – yes
Mark Childs – yes
Norm Fultz – yes
Gary Fagin – yes
Paul Zelenak – yes
Jeff Heinanen – yes
Tanya Nevitt – yes
Annie Buchtrup – yes
Motion passed unanimously.

VIII. Old Business:

- A. Farmers Market Monthly Report.** Nate reported that there was an altercation between a contractor on the Draft Street building and a vendor at the Farmers Market. Nate will speak with both parties this week. Year-to-date total income is \$8,920.50 with \$6,335 received in sponsorship fees. Markets have been doing good. Some seasonal vendors have left, but Nate is filling in spots as he is able. Need to consider a cancellation fee for next year.
- B. Electric Vehicle Charging Stations.** DTE has approved our application for electric vehicle charging stations in the Charging Forward program which allocates \$5,000 as a reimbursement for the stations once they are installed. There are

two options to acquire the EV charging stations. Option 1, is to purchase the stations outright which means the DDA would have to pay to install the stations as well as for the software and hardware required to operate the EV stations. The DDA/City would also be responsible for maintenance, upkeep, repairs, plus an additional 8% logistics fee. The 2nd option is called ChargePoint as a Service and it is a 5-year lease option that costs approximately \$10,000 over the course of five years. ChargePoint recommends charging drivers to use the stations, which allows the stations to pay for themselves and to offset costs of the lease agreement. ChargePoint also offers an application that allows drivers to see whether the station is currently in use and add their name to a waitlist. Gary made a motion to purchase a 5-year lease option with ChargePoint as a Service to install and maintain two EV charging stations. Supported by Norm. Discussion of timeframe for installation. Mark asked about a cost comparison which includes the charging stations, maintenance, upkeep and software management. Nate will provide the cost comparison at the November DDA Board meeting. Jeff asked what happens in year six. Nate responded that he does not know the answer to that question.

Roll Call Vote:

Dereck Mashburn – yes

Mark Childs – yes

Norm Fultz – yes

Gary Fagin – yes

Paul Zelenak – yes

Jeff Heinanen – yes

Tanya Nevitt – yes

Annie Buchtrup – yes

Motion passed unanimously.

- C. Cool Yule – December 4, 2021.** The Cool Yule committee has met three times since the last DDA Board meeting. SLARA is handling the Candy Cane Hunt. There will be a craft show at the High School. Five ice sculptures will arrive on December 4. One of the ice sculptures will be a live demonstration. We have fire pits, but need wood and volunteers. Dayna Johnston is in charge of the parade. On the schedule so far are six floats, two reindeer and four elves, a tree lighting in the Historic Village, four Caroler groups, and Santa's Mailbox. Key Club volunteers are scheduled to help. Active Faith will be having a food drive. The Sparrow Freedom Project will be accepting donations near Santa's Mailbox. Nate is working on media and press release.
- D. Ladies' Night – November 12, 2021.** The road closure, N. Lafayette from Lake Street to Whipple Street has been approved for 4-10 pm on event night. There will be tables and propane heaters set out for visitors. The committee has received \$3,000 in sponsorship fees.

- E. Downtown Trick or Treat – October 28, 2021.** Road closure of the four corners intersection has been approved. Event runs 6-8:30 pm with Pet Parade at 7 pm.
 - F. Committee Reports.** Nate reported that the **Design Committee** met and talked about expanding the pocket park between Bob’s Barber Shop and 12 Kitchen Elves. Emily Gray will split the plants and store the planters for the winter. Some of the lanterns were damaged and will need to be replaced. Plans are underway to add seasonal decorations to the park. Billy Smokes is working on a painting for the space and the committee is looking for more community involvement. The committee is also looking to add benches and/or bike racks downtown.
 - G. Storm Sewer Along S. Lafayette between Liberty and McHattie Streets.** City Manager Paul Zelenak reported that the city and county road commission are currently conducting a drain study.
 - H. Liberty Street Concrete Replacement.** Concrete replacement will be taking place on W. Liberty Street between Washington and S. Lafayette but will not impact the Farmers Market.
 - I. Dates for DDA Annual Informational Meeting.** Nate reported that he will hold the required annual informational meetings at the November 11 DDA Board meeting and the November 22 City Council meeting.
- IX. Board Member Comments.** Gary asked about the status of 390 S. Lafayette. Paul reported that we are waiting for a preliminary draft and cost estimate which should be ready sometime over the winter. This will be a first conceptual design, then cost estimate and final design. \$2,500 for the sketch and \$2,500 for the final draft and cost estimates.
- X. Adjournment.** Jeff made a motion to adjourn. Supported by Gary. Meeting adjourned at 9:31 am.

11/05/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF SOUTH LYON
 PERIOD ENDING 10/31/2021
 FINANCIAL REPORT FOR OCTOBER 2021

| GL NUMBER | DESCRIPTION | 2021-22 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|---|--|----------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 10/31/2021 NORMAL (ABNORMAL) | MONTH 10/31/2021 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 280 - DOWNTOWN DEVELOPMENT AUTHORITY | | | | | | |
| Revenues | | | | | | |
| Dept 000.000 | | | | | | |
| 280-000.000-402.000 | REAL PROPERTY TAX | 51,705.00 | 48,072.82 | 37,379.68 | 3,632.18 | 92.98 |
| 280-000.000-664.000 | INTEREST | 100.00 | 1.78 | 0.00 | 98.22 | 1.78 |
| 280-000.000-674.300 | CONTRIBUTION - GIFT CERTIFICATE | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 280-000.000-675.100 | FARMERS MARKET SPONSOR FEES | 7,350.00 | 2,000.00 | 0.00 | 5,350.00 | 27.21 |
| 280-000.000-675.200 | CONTRIBUTIONS-WINTER EVENTS | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 280-000.000-675.300 | LADIES NIGHT OUT SPONSORSHIP | 2,000.00 | 3,000.00 | 0.00 | (1,000.00) | 150.00 |
| 280-000.000-675.401 | TRANSFER IN- CAP. IMPROVEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-675.410 | FARMERS MARKET VENDOR FEES | 6,000.00 | 3,495.00 | 640.00 | 2,505.00 | 58.25 |
| 280-000.000-675.700 | CONTRIBUTION - STREET BANNER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-675.900 | CONTRIBUTION - MURALS | 5,000.00 | 500.00 | 500.00 | 4,500.00 | 10.00 |
| 280-000.000-676.101 | TRANSFER IN-GENERAL FUND | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| 280-000.000-688.000 | PATRONICITY FUNDS ECONOMIC DEVELOPMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-692.000 | GRANT MONEY | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 |
| 280-000.000-698.000 | MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-698.110 | CONTRIBUTION BUSISNESS DIRECTORY | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| Total Dept 000.000 | | 84,655.00 | 57,069.60 | 38,519.68 | 27,585.40 | 67.41 |
| TOTAL REVENUES | | | | | | |
| | | 84,655.00 | 57,069.60 | 38,519.68 | 27,585.40 | 67.41 |
| Expenditures | | | | | | |
| Dept 000.000 | | | | | | |
| 280-000.000-702.000 | WAGES SALARY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-702.200 | FARMER'S MARKET | 12,500.00 | 1,890.00 | 0.00 | 10,610.00 | 15.12 |
| 280-000.000-740.000 | OPERATING EXPENSE | 1,000.00 | 194.72 | 101.12 | 805.28 | 19.47 |
| 280-000.000-740.200 | SEASONAL IMPROVEMENTS | 7,700.00 | 652.80 | 98.00 | 7,047.20 | 8.48 |
| 280-000.000-801.000 | PROFESSIONAL SERVICE | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 |
| 280-000.000-802.000 | CONTRACTUAL SVCS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-802.100 | CONTRACTUAL SERVICES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-880.000 | COMMUNITY PROMOTIONS | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 280-000.000-880.100 | COMM. PROM. CBD WINTER | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 280-000.000-880.200 | COMMUNITY PROMOTION DESIGN | 7,500.00 | 2,000.00 | 0.00 | 5,500.00 | 26.67 |
| 280-000.000-880.300 | COMMUNITY PROMOTION-FACADE/SIGN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-880.400 | COMMUNITY EVENT | 8,850.00 | 300.00 | 0.00 | 8,550.00 | 3.39 |

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|--|---------------------------------------|-----------|-----------|-----------|-------------|--------|
| 280-000.000-880.500 | COMMUNITY PROMO. GIFT CERTIFICATE | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 280-000.000-886.000 | SUPPORT DOWNTOWN SOUTH LYON MINIGRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-888.000 | GRANT EXPENDITURES | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 |
| 280-000.000-900.000 | PRINTING | 5,600.00 | 398.45 | 0.00 | 5,201.55 | 7.12 |
| 280-000.000-957.000 | EDUCATION & TRAINING | 4,000.00 | 305.00 | 0.00 | 3,695.00 | 7.63 |
| 280-000.000-962.000 | MISCELLANEOUS EXPENSE | 1,000.00 | 316.85 | 101.14 | 683.15 | 31.69 |
| 280-000.000-969.101 | TRANSFER TO GENERAL FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-969.369 | CONTRIBUTION TO BLDG.ATHOR DR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 280-000.000-970.000 | CAPITAL IMPROVEMENTS | 15,000.00 | 2,008.00 | 2,008.00 | 12,992.00 | 13.39 |
| Total Dept 000.000 | | 79,150.00 | 8,065.82 | 2,308.26 | 71,084.18 | 10.19 |
| TOTAL EXPENDITURES | | 79,150.00 | 8,065.82 | 2,308.26 | 71,084.18 | 10.19 |
| Fund 280 - DOWNTOWN DEVELOPMENT AUTHORITY: | | | | | | |
| TOTAL REVENUES | | 84,655.00 | 57,069.60 | 38,519.68 | 27,585.40 | 67.41 |
| TOTAL EXPENDITURES | | 79,150.00 | 8,065.82 | 2,308.26 | 71,084.18 | 10.19 |
| NET OF REVENUES & EXPENDITURES | | 5,505.00 | 49,003.78 | 36,211.42 | (43,498.78) | 890.17 |

11/05/2021 ACTIVITY BY GL/JOURNAL REPORT FOR CITY OF SOUTH LYON
 FROM 280-000.000-001.000 TO 280-000.000-970.000
 TRANSACTIONS FROM 10/01/2021 TO 10/31/2021

| JE # | Date | Description | Reference # | OFFSETTING GL | DEBIT | CREDIT |
|---|------------|-----------------------|-------------|---------------|----------|----------|
| 280-000.000-001.000 CHECKING A/C PNC BANK | | | | | | |
| Journal CD: Cash Disbursements | | | | | | |
| 132940 | 10/12/2021 | SUMMARY CD 10/12/2021 | | Multiple | | 98.00 |
| 132988 | 10/14/2021 | SUMMARY CD 10/14/2021 | | Multiple | | 116.52 |
| 133255 | 10/28/2021 | SUMMARY CD 10/28/2021 | | Multiple | | 2,008.00 |
| | | Journal Totals | | | 0.00 | 2,222.52 |
| Journal GJ: Journal Entry | | | | | | |
| 132947 | 10/12/2021 | CHECKING TRANSFER | 10564 | Multiple | 98.00 | |
| 132997 | 10/14/2021 | CHECKING TRANSFER | 10575 | Multiple | 116.52 | |
| 133259 | 10/28/2021 | CHECKING TRANSFER | 10605 | Multiple | 2,008.00 | |
| | | Journal Totals | | | 2,222.52 | 0.00 |
| Totals for 280-000.000-001.000 | | | | | 2,222.52 | 2,222.52 |
| | | Balance 10/01/21: | 2,405.51 | CR | | |
| | | Net Change: | 0.00 | | | |
| | | Balance 10/31/21: | 2,405.51 | CR | | |

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|---------------------------------------|------------|------------------------------------|------------|---------------------|-----------|----------|
| 280-000.000-002.008 DDA/TIFA PNC BANK | | | | | | |
| Journal CR: Journal Entry | | | | | | |
| 132810 | 10/04/2021 | FARMERS MKT VENDOR FEES 10/04/2021 | | 280-000.000-675.410 | 175.00 | |
| 132981 | 10/13/2021 | FARMERS MKT VENDOR FEES 10/13/2021 | | 280-000.000-675.410 | 120.00 | |
| 132983 | 10/13/2021 | MURAL CONTRIBUTIONS 10/13/2021 | | 280-000.000-675.900 | 500.00 | |
| 133080 | 10/18/2021 | FARMERS MKT VENDOR FEES 10/18/2021 | | 280-000.000-675.410 | 105.00 | |
| 133201 | 10/25/2021 | FARMERS MKT VENDOR FEES 10/25/2021 | | 280-000.000-675.410 | 240.00 | |
| | | Journal Totals | | | 1,140.00 | 0.00 |
| Journal GJ: Journal Entry | | | | | | |
| 132997 | 10/14/2021 | CHECKING TRANSFER | 10575 | Multiple | | 116.52 |
| 133139 | 10/20/2021 | CHECKING TRANSFER CORRECTION | 10586 | 280-000.000-002.100 | | 98.00 |
| 133259 | 10/28/2021 | CHECKING TRANSFER | 10605 | Multiple | | 2,008.00 |
| 133276 | 10/28/2021 | TAX DISBURSEMENTS | 10606 | Multiple | 37,379.68 | |
| | | Journal Totals | | | 37,379.68 | 2,222.52 |
| Totals for 280-000.000-002.008 | | | | | 38,519.68 | 2,222.52 |
| | | Balance 10/01/21: | 77,054.45 | | | |
| | | Net Change: | 36,297.16 | | | |
| | | Balance 10/31/21: | 113,351.61 | | | |

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|---|------------|------------------------------|-------|---------------------|-------|-------|
| 280-000.000-002.100 MONEY MARKET A/C PNC BANK | | | | | | |
| Journal GJ: Journal Entry | | | | | | |
| 132947 | 10/12/2021 | CHECKING TRANSFER | 10564 | Multiple | | 98.00 |
| 133139 | 10/20/2021 | CHECKING TRANSFER CORRECTION | 10586 | 280-000.000-002.008 | 98.00 | |
| | | Journal Totals | | | 98.00 | 98.00 |
| Totals for 280-000.000-002.100 | | | | | 98.00 | 98.00 |
| | | Balance 10/01/21: | 0.00 | | | |
| | | Net Change: | 0.00 | | | |
| | | Balance 10/31/21: | 0.00 | | | |

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|--------------------------------------|------------|-----------------------------|----------------|---------------------|------|----------|
| 280-000.000-202.000 ACCOUNTS PAYABLE | | | | | | |
| Journal AP: Journal Entry | | | | | | |
| 132950 | 10/13/2021 | PETER'S TRUE VALUE HARDWARE | SEPTEMBER 2021 | Multiple | | 116.52 |
| 133059 | 10/18/2021 | GRAINGER | 9067031956 | Multiple | | 85.74 |
| 133146 | 10/21/2021 | JOHN'S SANITATION | 13223 | 280-000.000-740.200 | | 98.00 |
| 133196 | 10/25/2021 | MIRACLE RECREATION | 836147 | 280-000.000-970.000 | | 2,008.00 |
| | | Journal Totals | | | 0.00 | 2,308.26 |

Journal CD: Cash Disbursements

| | | | | | | |
|----------------|------------|-----------------------|--|----------|-----------------|------|
| 132940 | 10/12/2021 | SUMMARY CD 10/12/2021 | | Multiple | 98.00 | |
| 132988 | 10/14/2021 | SUMMARY CD 10/14/2021 | | Multiple | 116.52 | |
| 133255 | 10/28/2021 | SUMMARY CD 10/28/2021 | | Multiple | 2,008.00 | |
| Journal Totals | | | | | <u>2,222.52</u> | 0.00 |

| | | | | | | |
|--------------------------------|--|-------------------|--------|--|-----------------|-----------------|
| Totals for 280-000.000-202.000 | | | | | <u>2,222.52</u> | <u>2,308.26</u> |
| | | Balance 10/01/21: | 198.00 | | | |
| | | Net Change: | 85.74 | | | |
| | | Balance 10/31/21: | 283.74 | | | |

280-000.000-402.000 REAL PROPERTY TAX

Journal GJ: Journal Entry

| | | | | | | |
|----------------|------------|-------------------|-------|----------|-------------|------------------|
| 133276 | 10/28/2021 | TAX DISBURSEMENTS | 10606 | Multiple | | 37,379.68 |
| Journal Totals | | | | | <u>0.00</u> | <u>37,379.68</u> |

| | | | | | | |
|--------------------------------|--|-------------------|-----------|--|-------------|------------------|
| Totals for 280-000.000-402.000 | | | | | <u>0.00</u> | <u>37,379.68</u> |
| | | Balance 10/01/21: | 10,693.14 | | | |
| | | Net Change: | 37,379.68 | | | |
| | | Balance 10/31/21: | 48,072.82 | | | |

280-000.000-675.410 FARMERS MARKET VENDOR FEES

Journal CR: Journal Entry

| | | | | | | |
|----------------|------------|------------------------------------|--|---------------------|-------------|---------------|
| 132810 | 10/04/2021 | FARMERS MKT VENDOR FEES 10/04/2021 | | 280-000.000-002.008 | | 175.00 |
| 132981 | 10/13/2021 | FARMERS MKT VENDOR FEES 10/13/2021 | | 280-000.000-002.008 | | 120.00 |
| 133080 | 10/18/2021 | FARMERS MKT VENDOR FEES 10/18/2021 | | 280-000.000-002.008 | | 105.00 |
| 133201 | 10/25/2021 | FARMERS MKT VENDOR FEES 10/25/2021 | | 280-000.000-002.008 | | 240.00 |
| Journal Totals | | | | | <u>0.00</u> | <u>640.00</u> |

| | | | | | | |
|--------------------------------|--|-------------------|----------|--|-------------|---------------|
| Totals for 280-000.000-675.410 | | | | | <u>0.00</u> | <u>640.00</u> |
| | | Balance 10/01/21: | 2,855.00 | | | |
| | | Net Change: | 640.00 | | | |
| | | Balance 10/31/21: | 3,495.00 | | | |

280-000.000-675.900 CONTRIBUTION - MURALS

Journal CR: Journal Entry

| | | | | | | |
|----------------|------------|--------------------------------|--|---------------------|-------------|---------------|
| 132983 | 10/13/2021 | MURAL CONTRIBUTIONS 10/13/2021 | | 280-000.000-002.008 | | 500.00 |
| Journal Totals | | | | | <u>0.00</u> | <u>500.00</u> |

| | | | | | | |
|--------------------------------|--|-------------------|--------|--|-------------|---------------|
| Totals for 280-000.000-675.900 | | | | | <u>0.00</u> | <u>500.00</u> |
| | | Balance 10/01/21: | 0.00 | | | |
| | | Net Change: | 500.00 | | | |
| | | Balance 10/31/21: | 500.00 | | | |

280-000.000-740.000 OPERATING EXPENSE

Journal AP: Journal Entry

| | | | | | | |
|----------------|------------|-----------------------------|----------------|----------|---------------|-------------|
| 132950 | 10/13/2021 | PETER'S TRUE VALUE HARDWARE | SEPTEMBER 2021 | Multiple | 15.38 | |
| 133059 | 10/18/2021 | GRAINGER | 9067031956 | Multiple | 85.74 | |
| Journal Totals | | | | | <u>101.12</u> | <u>0.00</u> |

| | | | | | | |
|--------------------------------|--|-------------------|--------|--|---------------|-------------|
| Totals for 280-000.000-740.000 | | | | | <u>101.12</u> | <u>0.00</u> |
| | | Balance 10/01/21: | 93.60 | | | |
| | | Net Change: | 101.12 | | | |
| | | Balance 10/31/21: | 194.72 | | | |

280-000.000-740.200 SEASONAL IMPROVEMENTS

Journal AP: Journal Entry

| | | | | | | |
|----------------|------------|-------------------|-------|---------------------|--------------|-------------|
| 133146 | 10/21/2021 | JOHN'S SANITATION | 13223 | 280-000.000-202.000 | 98.00 | |
| Journal Totals | | | | | <u>98.00</u> | <u>0.00</u> |

| | | | | | |
|--------------------------------|-------------------|--------|--|-------|------|
| Totals for 280-000.000-740.200 | | | | 98.00 | 0.00 |
| | Balance 10/01/21: | 554.80 | | | |
| | Net Change: | 98.00 | | | |
| | Balance 10/31/21: | 652.80 | | | |

280-000.000-962.000 MISCELLANEOUS EXPENSE

| | | | | | |
|---------------------------|------------|-----------------------------|----------------|----------|--------|
| Journal AP: Journal Entry | | | | | |
| 132950 | 10/13/2021 | PETER'S TRUE VALUE HARDWARE | SEPTEMBER 2021 | Multiple | 101.14 |
| | | Journal Totals | | | 101.14 |

| | | | | | |
|--------------------------------|-------------------|--------|--|--------|------|
| Totals for 280-000.000-962.000 | | | | 101.14 | 0.00 |
| | Balance 10/01/21: | 215.71 | | | |
| | Net Change: | 101.14 | | | |
| | Balance 10/31/21: | 316.85 | | | |

280-000.000-970.000 CAPITAL IMPROVEMENTS

| | | | | | |
|---------------------------|------------|--------------------|--------|---------------------|----------|
| Journal AP: Journal Entry | | | | | |
| 133196 | 10/25/2021 | MIRACLE RECREATION | 836147 | 280-000.000-202.000 | 2,008.00 |
| | | Journal Totals | | | 2,008.00 |

| | | | | | |
|--------------------------------|-------------------|----------|--|----------|------|
| Totals for 280-000.000-970.000 | | | | 2,008.00 | 0.00 |
| | Balance 10/01/21: | 0.00 | | | |
| | Net Change: | 2,008.00 | | | |
| | Balance 10/31/21: | 2,008.00 | | | |

11/05/2021 ACTIVITY BY GL/JOURNAL REPORT FOR CITY OF SOUTH LYON
 FROM 280-000.000-001.000 TO 280-000.000-970.000
 TRANSACTIONS FROM 11/01/2021 TO 11/30/2021

| JE # | Date | Description | Reference # | OFFSETTING GL | DEBIT | CREDIT |
|--|------------|------------------------------------|--------------|---------------------|--------|--------|
| 280-000.000-001.000 CHECKING A/C PNC BANK | | | | | | |
| Journal CD: Cash Disbursements | | | | | | |
| 133468 | 11/04/2021 | SUMMARY CD 11/04/2021 | | Multiple | | 12.99 |
| | | Journal Totals | | | 0.00 | 12.99 |
| Totals for 280-000.000-001.000 | | | | | 0.00 | 12.99 |
| | | Balance 11/01/21: | 2,405.51 | CR | | |
| | | Net Change: | (12.99) | | | |
| | | Balance 11/30/21: | 2,418.50 | CR | | |
| 280-000.000-002.008 DDA/TIFA PNC BANK | | | | | | |
| Journal CR: Journal Entry | | | | | | |
| 133306 | 11/01/2021 | FARMERS MKT VENDOR FEES 11/01/2021 | | 280-000.000-675.410 | 140.00 | |
| | | Journal Totals | | | 140.00 | 0.00 |
| Totals for 280-000.000-002.008 | | | | | 140.00 | 0.00 |
| | | Balance 11/01/21: | 113,351.61 | | | |
| | | Net Change: | 140.00 | | | |
| | | Balance 11/30/21: | 113,491.61 | | | |
| 280-000.000-202.000 ACCOUNTS PAYABLE | | | | | | |
| Journal AP: Journal Entry | | | | | | |
| 133413 | 11/04/2021 | PETER'S TRUE VALUE HARDWARE | OCTOBER 2021 | Multiple | | 12.99 |
| | | Journal Totals | | | 0.00 | 12.99 |
| Journal CD: Cash Disbursements | | | | | | |
| 133468 | 11/04/2021 | SUMMARY CD 11/04/2021 | | Multiple | 12.99 | |
| | | Journal Totals | | | 12.99 | 0.00 |
| Totals for 280-000.000-202.000 | | | | | 12.99 | 12.99 |
| | | Balance 11/01/21: | 283.74 | | | |
| | | Net Change: | 0.00 | | | |
| | | Balance 11/30/21: | 283.74 | | | |
| 280-000.000-675.410 FARMERS MARKET VENDOR FEES | | | | | | |
| Journal CR: Journal Entry | | | | | | |
| 133306 | 11/01/2021 | FARMERS MKT VENDOR FEES 11/01/2021 | | 280-000.000-002.008 | | 140.00 |
| | | Journal Totals | | | 0.00 | 140.00 |
| Totals for 280-000.000-675.410 | | | | | 0.00 | 140.00 |
| | | Balance 11/01/21: | 3,495.00 | | | |
| | | Net Change: | 140.00 | | | |
| | | Balance 11/30/21: | 3,635.00 | | | |
| 280-000.000-740.000 OPERATING EXPENSE | | | | | | |
| Journal AP: Journal Entry | | | | | | |
| 133413 | 11/04/2021 | PETER'S TRUE VALUE HARDWARE | OCTOBER 2021 | Multiple | 12.99 | |
| | | Journal Totals | | | 12.99 | 0.00 |
| Totals for 280-000.000-740.000 | | | | | 12.99 | 0.00 |
| | | Balance 11/01/21: | 194.72 | | | |
| | | Net Change: | 12.99 | | | |
| | | Balance 11/30/21: | 207.71 | | | |



Memorandum

To: DDA Board of Directors

From: Nate Mack, DDA Director

Date: November 11, 2021

Subject: Farmers' Market Manager Contract

At the October 2021 DDA Board meeting, the DDA Board directed me to draft a contract agreement between the DDA and SLARA for the farmers' market manager position.

Included in the packet for the meeting this month is the contract that has been drafted for the farmers' market manager position with SLARA. The details of the contract include the items that were discussed during Amy Allen's presentation at the October DDA board meeting. The contract language details the responsibilities of SLARA and the DDA.

- Page 2 lists the DDA's responsibilities.
- Page 3 begins the list of responsibilities for SLARA.
- Pages 4-5 contain the responsibilities for the market manager.

The contract is presented for your review. If approved by this board, it will then be presented to the South Lyon Area Recreation Authority Board of Directors for their approval.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SOUTH LYON DOWNTOWN DEVELOPMENT AUTHORITY
AND
THE SOUTH LYON RECREATION AUTHORITY
TO PROVIDE FUNDING FOR A FARMERS' MARKET MANAGER**

This Agreement ("Agreement") is made between the SOUTH LYON DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan corporation ("DDA"), whose address is 335 S. Warren Street, South Lyon Michigan, 48178 and the SOUTH LYON AREA RECREATION AUTHORITY, a Michigan corporation, whose address is 23333 Griswold Rd. #100, South Lyon, Michigan, 483178 ("SLARA"). In this Agreement, either DDA and/or SLARA may also be referred to individually as a "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. The Parties enter into this Agreement pursuant to the Urban Cooperation Act, Public 7 of 1967, MCL 124.501 to provide funding and cooperation for the management of the South Lyon Farmer's Market.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. DEFINITIONS. The Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:

- 1.1. **"Claim(s)"** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party for which a Party may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.2. **"Effective Date"** means the date specified in Section 2.
- 1.3. **"Farmers Market"** or **"Market"** means the property located at 335 S. Warren Street, South Lyon, Michigan, in the municipal parking lot at the northwest corner of Pontiac Trail and Liberty Street when it is utilized as a location to sell produce and goods and provide activities for the public.
- 1.4. **"Farmers Market Manager"** or **"Market Manager"** means the SLARA Employee responsible for managing the Farmers Market and carrying out the duties described in Section 5 of the Agreement.

- 1.5 **"Market Days"** means a Saturdays of each month during May through October from 9:00 a.m. to 2:00 p.m.
- 1.6 **"SLARA Employee"** means the employee hired by SLARA to perform the Farmers Market Manager responsibilities and the Recreation Aide responsibilities.
- 1.7 **"Special Events"** means times the Farmers Market is open to the public and occurring on Market Days.

2. EFFECTIVE DATE, DURATION AND TERMINATION OF THE AGREEMENT.

- 2.1. This Agreement supersedes and replaces the Prior Agreements. This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties after the approval by the governing bodies of each Party. This Agreement shall remain in effect for two years unless cancelled or terminated by any of the Parties as provided in this Section.
- 2.2. Either Party may terminate or cancel this Agreement, in whole or in part upon one hundred and eighty days (180) written notice.

3. DDA RESPONSIBILITIES.

- 3.1. Subject to the terms and conditions in this Agreement, DDA shall provide funding to SLARA for utilizing the services of a SLARA Employee to act as the Farmers Market Manager.
- 3.2. Within thirty (30) days of receipt of an invoice from SLARA itemizing the hours spent in the prior month by the Farmer's Market Manager, DDA shall remit the funds to SLARA. The invoice shall contain a brief description of the activities performed by the Farmer's Market Manager. As provided for herein, the Farmers Market Manager duties shall require up to seven hundred and nine hours a year. The DDA shall provide payment of twenty dollars an hour for the Market Manager. In no event shall the DDA be required to pay more than \$14,600 in a calendar year for the hourly compensation of the Market Manager.
- 3.3. The DDA shall accept sponsorship funds, vendor fees and grant monies received for Farmers Market operations and activities.
- 3.4. The DDA shall be responsible for the maintenance and upkeep of the Farmers Market shed, lot and supplies.
- 3.5. The DDA shall be responsible for paying directly or reimbursing SLARA within thirty days of receipt of an invoice from SLARA for any of the following expenses:
 - 3.5.1 DDA approved sponsorship signage.
 - 3.5.2 Online advertising of the Farmers Market approved by the DDA.

3.5.3 DDA approved entertainment taking place at the Farmers Market.

3.5.4 DDA approved Farmers Market Manager training and certifications. This is projected to include the annual registration, hotel and mileage costs of \$440 to attend the Michigan Farmers Market Association Annual Conference. It is also projected to cost \$200 for the one-time certification from the Farmers Market Managers Certificate Program as well as additional costs for continuing education credits.

3.5.5 DDA approved end of the season dinner expenses.

3.5.6 Dues and subscriptions as approved by the DDA.

3.6 The DDA shall be responsible for approving the budget for the Farmers Market.

3.6 The DDA shall provide and maintain insurance for the Farmers Market and certificates of insurance if required for Farmers Market events.

3.7 The DDA shall maintain a Google Drive repository and be responsible for the associated costs.

3.8 The DDA shall maintain a website to provide current information about Farmers Market activities and hours of operation.

4. SLARA RESPONSIBILITIES.

4.1. Subject to the terms and conditions of this Agreement, SLARA shall hire and employ a SLARA Employee to act as Farmers Market Manager. It is intended that the SLARA Employee will begin employment on January 3, 2022. The SLARA Employee shall also be employed by SLARA to act as a Recreation Aide to perform other responsibilities as required by SLARA.

4.2. SLARA shall provide an invoice to the DDA by the fifth (5th) day of each month for the hours spent in the prior month by the Farmers Market Manager in performance of the responsibilities described in Section 5 of this Agreement.

4.3. SLARA shall include in its monthly invoice to the DDA expenditures it has included for the reimbursable costs described in Section 3.5.

4.4 SLARA shall be responsible for the hiring, supervision and management of the SLARA Employee. SLARA shall provide all necessary equipment and supplies it deems necessary for the SLARA employee to perform the duties provided herein. It is contemplated that computer, technology and telephone costs will total \$1,350 per year and office supplies and printing will cost \$550 per year and be paid for by SLARA. SLARA will also be responsible for paying for additional costs relating to the SLARA Employee not covered in this Agreement.

- 4.5 SLARA shall assign additional duties to the SLARA Employee to supplement their schedule and compensation which may not conflict with the hours and responsibilities described herein for the Farmers Market Manager. When performing duties that do not relate to the Farmer's Market, the SLARA Employee will be acting as a Recreation Aide for SLARA. The Recreation Aide duties shall not exceed 30 hours per week unless agreed to in writing by the signatories of this Agreement or their successors.
- 4.6. SLARA shall pay up to ten thousand nine hundred and sixty-five dollars (\$10,965) during calendar year 2022 to the SLARA Employee to act in the role of Recreation Aide.

5. FARMERS MARKET MANAGER RESPONSIBILITIES

The Farmers Market Manager shall be responsible for:

- 5.1. Operating twenty-six (26) Market Days in 2022 and twenty-seven (27) Market Days in 2023, consistent with the requirements of this Agreement and up to one (1) Special Event each month as determined by the Parties.
- 5.2 Performing general administration and management of the Market operations and activities.
- 5.3 Opening and closing the Market, including installation of directional and parking signage and barricades, including oversight of breakdown and clean-up of Market-related activities; remain on-site during Market hours of operation.
- 5.4 Interpreting and enforcing Market rules, regulations and communications adopted by the DDA. Making recommended changes to the Market rules and regulations when appropriate.
- 5.5 Ensuring compliance with all pertinent health and safety laws, codes and regulations and coordinate health department and other inspections as needed.
- 5.6 Ensuring that the vendors have all licenses that are required to operate at the Market and providing copies of vendor licenses to the City of South Lyon.
- 5.7 Vendor recruitment and maintaining good relationships with vendors and quality control of vendor operations. Investigate buyer and seller complaints and mediate disputes; perform customer relations. Conduct vendor meetings as appropriate.
- 5.8 Maintaining appropriate documentation regarding vendor stall rentals, assign vendor stalls and spaces, collect stall rental fees, issue receipts as appropriate, and track payments; deliver collected fees to the DDA/ Economic Development Director of City of South Lyon on a weekly basis.
- 5.9 Maintaining records of Market activity and outcomes; conducting periodic surveys of Market vendors and customers; gathering and reporting data related to sales and

attendance; preparing a monthly written report on Market activity or as requested by DDA or SLARA.

- 5.10 Creating marketing strategies and marketing materials after their approval the DDA Director.
- 5.11 Coordinating marketing and promotions of Market events, special events, community events, and entertainment, and implement marketing and promotions plans and strategies. Coordinating entertainment and food trucks on Market days.
- 5.12 Soliciting and securing sponsors for the Market, maintaining working relationships with sponsors, providing a record of sponsorship fulfillment coordinated with the DDA.
- 5.13 Researching and recommending alternative sources of revenue such as grants for the Market.
- 5.14 Creating in an Excel spreadsheet and distributing weekly maps of the Market to the vendors of the upcoming Market Day, by 12:00 p.m. on the Friday before each Market Day.
- 5.15 Recommending appropriate levels of insurance for the Market and reviewing insurance coverage with the DDA Director and DDA Board .
- 5.16 Advising the DDA on a monthly basis of all anticipated supply needs for the Market.
- 5.17 Maintaining and updating the Farmers Market Facebook page to announce and promote upcoming events and activities.
- 5.18 Providing a monthly written update on Market plans and events to the DDA.
- 5.19 Attending the annual Michigan Farmers Market Association Conference and other pertinent training opportunities approved by the Parties.
- 5.20 Maintaining a current Farmers Market Certification and membership from the Michigan Farmers Market Association.
- 5.21 Keeping detailed daily time records designating the amount of time spent on responsibilities working as Farmers Market Manager and Recreation Aide. Provide time records to SLARA Supervisor on a weekly basis in the format requested by SLARA.
- 5.22 Preparing and presenting seasonal reports and evaluations on Farmers Market Activities as requested by SLARA, the DDA or the City of South Lyon.
- 5.23 Acting as a Liaison between SLARA and the DDA.
- 5.24 Coordinating the "Friends of the Market" volunteers with the volunteer coordinator.

5.25 Make recommendations for improvement of the Market layout and flow of pedestrian traffic for an optimal shopping experience.

6. FARMERS MARKET MANAGER SCHEDULE

The Market Manager shall devote the following amount of time to Farmers Market activities as provided below:

| Month | Hours 2022 | Market Days 2022 | Hours 2023 | Market Days 2023 | Activities |
|-----------|------------|------------------|------------|------------------|--|
| January | 40 | 0 | 40 | 0 | Certification Training, Preparation of Market |
| February | 12 | 0 | 12 | 0 | Preparation of Market |
| March | 40 | 0 | 40 | 0 | Conference participation, Preparation of Market |
| April | 50 | 0 | 50 | 0 | Sponsor Recruitment, Preparation of Market |
| May | 80 | 4** | 80 | 4** | Operation of Market Days |
| June | 100 | 5 | 80 | 4 | Operation of Market Days |
| July | 80 | 4 | 100 | 5 | Operation of Market Days |
| August | 80 | 4 | 80 | 4 | Operation of Market Days |
| September | 95 | 4 | 95 | 5 | Operation of Market Days and Producing Pumpkinfest |
| October | 100 | 5 | 100 | 5 | Operation of Market Days |
| November | 20 | 0 | 20 | 0 | Preparation of Market |
| December | 12 | 0 | 12 | 0 | Preparation of Market |
| | | | | | |

** The DDA and SLARA may lower the number of Market Days in May of each year depending on the availability of produce.

7. ASSURANCES AND WARRANTIES.

7.1. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have the legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement.

8. LIMITATION OF LIABILITY.

8.1. Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees arising under or related to this Agreement.

8.2. Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney fees any Claim that may arise from the performance of this Agreement.

8.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.

8.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

9. NO IMPLIED WAIVER.

9.1. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement.

9.2. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

11. FORCE MAJEURE. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.

12. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
13. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.
14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties. The Prior Agreements and any representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

The undersigned hereby acknowledges that he has been authorized by a resolution of the SLARA to execute this Agreement on behalf of the SLARA, and hereby accepts and binds the SLARA to the terms and conditions of this Agreement.

SOUTH LYON AREA RECREATION AUTHORITY

BY: _____ DATE: _____

The undersigned hereby acknowledges that he has been authorized by the DDA to execute this agreement on behalf of the DDA and hereby accepts and binds the DDA to the terms and conditions of this Agreement.

SOUTH LYON DOWNTOWN DEVELOPMENT AUTHORITY

BY: _____ DATE: _____