



Agenda

City of Charlevoix Downtown Development Authority and Main Street Meeting

Monday, July 25, 2022 - 5:30 PM

Council Chambers, City Hall

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. Approve Minutes for June 27, 2022 Regular Meeting
 - B. Monthly Report to MEDC
 - C. Financial Report
 - D. Committee Minutes
- 6. Reports**
 - A. Director's Report
Lindsey Dotson, Main Street DDA Director
- 7. New Business**
 - A. Cafe Meria Parklet Proposal
Lindsey Dotson, Main Street DDA Director
 - B. Bridge Park Building: Restroom Signage & Awning Replacement
Lindsey Dotson, Main Street DDA Director
- 8. Old Business**
 - A. Wayfinding Sign Update
Lindsey Dotson, Main Street DDA Director
 - B. Big Belly Information
Lindsey Dotson, Main Street DDA Director
- 9. Public Comment**
- 10. Request for Future Agenda Items**
- 11. Board Comments**

12. Adjourn

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix Downtown Development Authority and Main Street Consent Agenda

Title: Approve Minutes for June 27, 2022 Regular Meeting

Date: July 25, 2022

Presented By:

Background:

Recommendation:

Attachments:

1. DDA Minutes 06.27.2022 - DRAFT

City of Charlevoix
Downtown Development Authority and Main Street Meeting minutes
Monday, June 27, 2022 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

The meeting was called to order at 5:30 p.m. by Chair Owens.

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens

Members Sean Bradley, Sam Bingham, Liam Dreyer, Kirby Dipert, Mayor Luther Kurtz, Annie

Present: Oosthuizen, Paul Silva, Ron Way

Members None

Absent:

City Staff: Mark Heydlauff, City Manager

City Staff Lindsey Dotson, DDA Main Street Director

Absent:

Chair Owens asked for a moment of silence in honor of Jim Mabee who was one of the founding members of the DDA.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Motion by Member Dipert, seconded by Member Bradley to approve the remainder of the Consent Agenda as presented.

Motion carried by unanimous voice vote.

A. Approve Minutes for May 23, 2022 Regular Meeting

Member Dreyer stated that his name did not appear in the May 23, 2022 minutes as present and he was present at the meeting.

Motion by Member Dipert, seconded by Member Bradley to approve the minutes for the May 23, 2022 Regular Meeting as amended.

Motion carried by unanimous voice vote.

B. Accreditation - Self Assessment

Motion to approve the accreditation self-assessment as presented and authorize the Executive Director to submit it.

C. National Main Street Trademark Sublicense Agreement

Motion to authorize the Executive Director to sign the National Main Street Center Local Program Accredited Member Sublicensing Agreement as presented.

D. Financial Report

Motion to approve the Financial Report as presented.

6. Reports

A. General Updates

Mark Heydlauff, City Manager

City Manager Heydlauff stated that there has been some maintenance work done at the Bridge Park building and he asked Mr. Murray last week to approve the correction to the fire suppression system that was detected during the build-out for J. Byrd. He stated that there was also the discovery of an HVAC problem on the BIBCO side of the building which to repair will cost \$3,000. He stated that a quote was obtained for a new control system for the building for \$18,000 and Mr. Murray was going to investigate the matter further.

City Manager Heydlauff reported that the Live on Lake concerts will begin on Thursday, June 30th. Cardboard recycling bins and compostable bags have been obtained and volunteers will be setting those out to collect recyclables during the event. The recycling materials will then be taken to the Grant Street recycling center.

7. Old Business

A. TIF Plan Renewal

Mark Heydlauff, City Manager

City Manager Heydlauff stated that the Tax Increment Financing Plan (TIF) is a particularly complex plan, but it's also the key to the DDA's funding for various projects over the years. The current TIF Plan sunsets in October 2026 when the final debt service payment on the Marina and East Park is due. He recommended that the DDA develop an updated TIF Plan using Miller-Canfield, which has been the bond counsel for the financing for all of the City's recent Public Works projects. He recommended that the DDA include funding for the update in next year's budget.

City Manager Heydlauff stated if the Board reads through the variety of things that were considered as projects for the TIF funds and the Plan amendments in the later years, they would see the foresight and vision that leaders had for the community which is now thought of as part of the landscape of the downtown. He recommended that as the Board works through this project they should have a broad view of a variety of things that could occur in the future of the downtown to support the District going forward.

City Manager Heydlauff stated he would contact Miller-Canfield to see when they would be available to attend a DDA meeting to begin the process and to determine an amount to include in the next budget cycle for the TIF Plan update. The Board concurred.

B. Big Belly Information

Mark Heydlauff, City Manager

City Manager Heydlauff stated Director Dotson had been in touch with the sales staff at Big Belly and he was not familiar with this particular information until he received the quote that was provided to the Board members. He encouraged the Board to look at a budget for what they would like to do to add recycling and trash capacity downtown. He stated the easiest

thing would be for the DDA to set the budget and then staff would determine how to implement an expansion of the current program. Discussion followed regarding the proposal, the one unit that the City currently has, and lease option vs. purchase of the units.

Motion by Member Bradley, seconded by Member Oosthuizen to make a financial commitment toward the addition of more Big Belly units downtown. Discussion followed regarding whether or not to include an actual funding amount in the motion and other research needed for this project. Member Bradley amended the motion to include a tentative financial contribution from the DDA of \$25,000 for this project, Member Oosthuizen seconded the amended motion.

Motion carried by unanimous voice vote.

8. New Business

City Manager Heydlauff stated he received a call from a resident in Boulder Park about the traffic they were experiencing around the mushroom houses, and he advised them that if they had concerns they were welcome to contact Charlevoix Township or the Road Commission, but it did occur to him that the resident was concerned that the City was somehow promoting their neighborhood. He stated that one of the wayfinding signs is located across from the hospital and it's outside the DDA district and it actually points to the mushroom houses and he suggested that the sign could be re-purposed. Mayor Kurtz stated he received the same call and he suggested to the resident that they place another sign as they entered their neighborhood that asked visitors to be respectful of the homeowners. Discussion followed regarding whether or not to remove or relocate the sign.

Motion by Member Dipert, seconded by Member Bradley as a show of good faith to the residents of Boulder Park that the City remove the wayfinding sign and use the sign at a later date at a different location. **Motion carried by 8 to 1 voice vote.**

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

Meeting adjourned at 6:13 p.m.

Sarah J. Dvoracek/fgm City Clerk

Maureen Owens Chair

CHARLEVOIX MAIN STREET MISSION

The mission of the Charlevoix Main Street program is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.

Charlevoix Downtown Development Authority and Main Street Consent Agenda

Title: Monthly Report to MEDC

Date: July 25, 2022

Presented By:

Background:

Recommendation:

Attachments:

1. June Report
2. May Report

M-0000129962 City of Charlevoix

Main Street Progress Report

 Submitted

Reporting Period: Jun 1, 2022 To Jun 30, 2022

Submitted

12

Jul 2022

For more information about how to collect these reinvestment statistics please see the [Data Resource Guide](#). Report only those items occurring in your specific Main Street project area for this month.

Once updates are complete, submit the Main Street Progress Report from the "Additional Details" tab.

Business and Employment Data

New Businesses Opened

New businesses that opened in your Main Street Area within the past month.

A Notable Way
100 Park Avenue Charlevoix, MI 49720
Retail Occupied

FTE Jobs Added

1

Part-time Jobs Added

0

Businesses Closed

Businesses that are no longer operating in your Main Street Area.

Businesses that Moved out of Downtown

Businesses that are still operating as businesses but have moved out of your Main Street Area.

Existing Downtown Businesses that Expanded

Existing businesses in your Main Street Area that have significantly expanded their business operations or physical space.

Existing Downtown Businesses that Contracted

Existing businesses in your Main Street Area that have significantly reduced their business operations

or physical space.

Housing Data

Housing

Enter information related to new and/or rehabbed housing units within the Main Street Area.

Investment Data

Façade & Exterior Renovations

Only count upon completion of a project, to avoid double-counting. A façade is the face of a building that looks onto a street or open space. Exterior renovations include an improvement to a building’s exterior walls, roof, windows, or signage. Improvements could also include painting the exterior of the building, replacing awnings and exterior doors. If a project includes improvements to both the interior and exterior of a building, count that in the “Building Rehabilitation” category.

Public Improvements

Only count upon completion of a project, to avoid double-counting. “Public improvements” are defined as any improvement to the public realm – or the spaces between the buildings including streets, sidewalks, parking lots, lighting, alleys, bike lanes, public signage, benches, trash cans, public arts, banners, and crosswalks.

Buildings Sold

“Buildings sold” refers to the number of properties in your Main Street Area that have been purchased by a new owner. This does not include the sale of any individual residential units.

Building Rehabilitation

Only count upon completion of a project, to avoid double-counting. “Building renovations and rehabs” are defined as any repairing, renovating, or modifying of an existing building. This could include new carpeting, flooring, HVAC, or the installation of major appliances or interior structures. If a renovation or rehabilitation project includes improvements to both the interior and exterior of a building, classify that in this category, not in “Façade & Exterior Renovations”.

A Notable Way

100 Park Avenue Charlevoix, MI 49720

Private Investment

\$13,482.00

Public Investment

New Construction

Only count upon completion of a project, to avoid double-counting. “New construction” is defined as the development of any entirely new building. This does not include small building additions, such as a patio or side deck.

Main Street Data

Volunteer Hours

Enter all volunteer hours related to project (non-event) and board volunteer hours.

Volunteer Hours

Number of Board Volunteer Hours

14

Volunteer Cost

\$0.00

Number of Project (Non-Event) Volunteer Hours

32

Training Sessions

Total number of training or professional development events attended by the Executive Director, board members, or volunteers.

Michigan Downtown Association Summer Workshop 6/10/2022

Who Attended

Lindsey Dotson

Topic

Downtown Management

Fundraising

All funds raised by the organization for projects, programming, events, operations, etc. Private - Funds raised through all private organizations and individuals including donations, sponsorships, and grants from non-government sources; Public - Local, state or federal contributions including government grants; In-kind donations - contributions or donations of goods or services that have a market value; Earned - Funds raised from membership dues, merchandise sales, or any other goods or services offered by the organization.

Public

Amount of Fundraising

\$2,595.00

Earned

Amount of Fundraising

\$1,375.00

Private

Amount of Fundraising

\$1,273.00

Downtown Events & Activities

Enter event information for all events that take place in the Main Street Area including event attendees, event expenses and revenues, and event volunteer hours. This should include the events that are organized or co-organized by your Main Street Program. These can include general community events, retail or business promotional events, or fundraising events in your Main Street Area.

Board Member Changes

Board Member Changes

Position, Names Leaving and Names Arriving.

Additional Details

Other News or Commentary

I was out for a couple of weeks because of Covid so I didn't attend our most recent Board Meeting. Mark filled in and it was productive - we are looking into purchasing additional high efficiency solar powered compacting garbage and recycling units which will be exciting. We've also had some movement with RRC assistance on a couple of projects. We submitted a state historic tax credit application on behalf of a property owner but they haven't started to get back to folks yet who may have qualified. We are also working on a Resilient Lakeshore Heritage grant to hopefully implement a Design Service from years ago.

Program & Outlook

We still have two vacancies in our downtown with spots that are tough to fill for a variety of reasons, but otherwise things are going well in Charlevoix.

Suggestions for State and National Staff

n/a

Attachments



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M-0000129961 City of Charlevoix

Main Street Progress Report

 Submitted

Reporting Period: May 1, 2022 To May 31, 2022

Submitted

13

Jun 2022

For more information about how to collect these reinvestment statistics please see the [Data Resource Guide](#). Report only those items occurring in your specific Main Street project area for this month.

Once updates are complete, submit the Main Street Progress Report from the "Additional Details" tab.

Business and Employment Data

New Businesses Opened

New businesses that opened in your Main Street Area within the past month.

Businesses Closed

Businesses that are no longer operating in your Main Street Area.

Businesses that Moved out of Downtown

Businesses that are still operating as businesses but have moved out of your Main Street Area.

Existing Downtown Businesses that Expanded

Existing businesses in your Main Street Area that have significantly expanded their business operations or physical space.

Existing Downtown Businesses that Contracted

Existing businesses in your Main Street Area that have significantly reduced their business operations or physical space.

Housing Data

Housing

Enter information related to new and/or rehabbed housing units within the Main Street Area.

Investment Data

Façade & Exterior Renovations

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exterior walls, roof, windows, or signage. Improvements could also include painting the exterior of the building, replacing awnings and exterior doors. If a project includes improvements to both the interior and exterior of a building, count that in the “Building Rehabilitation” category.

Public Improvements

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Building Rehabilitation

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Scovie's Gourmet

111 Bridge Street Charlevoix, MI 49720

Private Investment

\$4,000.00

Public Investment

New Construction

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Main Street Data

Volunteer Hours

Enter all volunteer hours related to project (non-event) and board volunteer hours.

Volunteer Hours

Number of Board Volunteer Hours

23

Volunteer Cost

\$0.00

Number of Project (Non-Event) Volunteer Hours

22

Training Sessions

Total number of training or professional development events attended by the Executive Director, board members, or volunteers.

Main Street Now Conference

5/16/2022

Who Attended

Lindsey Dotson

Topic

All things Main Street/Community Economic Development

Fundraising

All funds raised by the organization for projects, programming, events, operations, etc. Private - Funds raised through all private organizations and individuals including donations, sponsorships, and grants from non-government sources; Public - Local, state or federal contributions including government grants; In-kind donations - contributions or donations of goods or services that have a market value; Earned - Funds raised from membership dues, merchandise sales, or any other goods or services offered by the organization.

Earned

Amount of Fundraising

\$2,025.00

Public

Amount of Fundraising

\$25,000.00

Private

Amount of Fundraising

\$23.22

Downtown Events & Activities

Enter event information for all events that take place in the Main Street Area including event attendees, event expenses and revenues, and event volunteer hours. This should include the events that are organized or co-organized by your Main Street Program. These can include general community events, retail or business promotional events, or fundraising events in your Main Street Area.

Board Member Changes

Board Member Changes

Position, Names Leaving and Names Arriving.

Vice Chair

Name Leaving

Email

Name Arriving

Kirby Dipert

Email

ragmerchant@charter.net

Additional Details

Other News or Commentary

Things are hopping in Charlevoix - the season started early and businesses are doing really well so far (if they're able to be open). Staffing still plagues our downtown and will continue to be an issue for the foreseeable future. The Board had a work session and refreshed our overarching goals a bit. You will find that info in the board packet attached.

Program & Outlook

Looking ahead at big impact projects and working on self assessment for accreditation.

Suggestions for State and National Staff

n/a

Attachments



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Charlevoix Downtown Development Authority and Main Street Consent Agenda

Title: Financial Report

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

Recommendation:

Attachments:

1. DDA Financial

CITY OF CHARLEVOIX
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING JULY 31, 2022

FUND 255 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
REVENUE							
255-000-403.000	CURRENT PROPERTY TAX LEVY	39,329.77	5,922.78	5,922.78	40,400.00	(34,477.22)	14.66
255-000-403.001	CURRENT PROPERTY TAX LEVY T/F	453,334.71	363,125.27	363,125.27	453,300.00	(90,174.73)	80.11
255-000-420.000	DELINQUENT TAXES - DDA	500.94	.00	(244.02)	.00	(244.02)	.00
255-000-437.000	IFT/CFT TAXES	771.02	.00	.00	.00	.00	.00
255-000-445.000	INTEREST & PENALTIES - DELINQ	155.36	.00	.00	100.00	(100.00)	.00
255-000-523.001	FEDERAL GRANTS	10,201.44	.00	(7,606.44)	.00	(7,606.44)	.00
255-000-566.001	STATE GRANTS	75,000.00	.00	.00	.00	.00	.00
255-000-573.000	STATE REVENUE - OTHER	13,121.49	.00	.00	10,000.00	(10,000.00)	.00
255-000-580.001	GRANTS - OTHER	14,000.00	.00	.00	5,000.00	(5,000.00)	.00
255-000-665.000	INTEREST EARNINGS	929.43	.21	(49.83)	1,000.00	(1,049.83)	(4.98)
255-000-668.000	RENTS & ROYALTIES - SUNSHINE	1,000.00	.00	.00	1,000.00	(1,000.00)	.00
255-000-668.002	PROPERTY RENT - BIBCO	32,400.96	.00	11,209.40	33,600.00	(22,390.60)	33.36
255-000-668.003	PROPERTY RENT - ROUND LAKE GR	.00	.00	.00	15,300.00	(15,300.00)	.00
255-000-668.004	PROPERTY RENT - LC BREWERS	.00	.00	.00	15,300.00	(15,300.00)	.00
255-000-668.005	PROPERTY RENT-LONG RD DISTILL	14,960.00	.00	1,300.00	.00	1,300.00	.00
255-000-668.006	PROPERTY RENT - BRIDGE PARK	.00	1,375.00	4,775.00	.00	4,775.00	.00
255-000-675.001	CONTRIBUTIONS - TREE LIGHTS	398.61	.00	46.44	.00	46.44	.00
255-000-675.002	CONTRIBUTIONS - CONCERTS	1,959.58	500.00	2,000.00	6,000.00	(4,000.00)	33.33
255-000-675.003	CONTRIBUTIONS - PRIVATE SOURCE	14,083.22	.00	.00	.00	.00	.00
255-000-675.004	CONTRIBUTIONS - MAIN STREET	4,301.63	1,980.00	1,980.00	.00	1,980.00	.00
255-000-692.000	MISCELLANEOUS	1,809.50	.00	.00	14,300.00	(14,300.00)	.00
255-000-692.001	MISCELLANEOUS-THE VAULT	13,786.70	.00	.00	17,000.00	(17,000.00)	.00
TOTAL FUND REVENUE		692,044.36	372,903.26	382,458.60	612,300.00	(229,841.40)	62.46

CITY OF CHARLEVOIX

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING JULY 31, 2022

FUND 255 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
DOWNTOWN DEVELOPMENT AUTHO							
255-255-706.000	SALARIES & WAGES	45,565.36	917.46	11,419.52	50,000.00	38,580.48	22.84
255-255-706.001	WAGES (ICMA)	4,771.43	96.33	1,459.54	5,200.00	3,740.46	28.07
255-255-719.000	EMPLOYEE FRINGE BENEFITS	35,540.99	.00	8,191.61	39,000.00	30,808.39	21.00
255-255-740.000	OPERATING SUPPLIES	11,296.55	586.26	2,638.13	9,400.00	6,761.87	28.07
255-255-740.001	OPERATING SUPPLIES-THE VAULT	12,792.88	.00	.00	17,000.00	17,000.00	.00
255-255-776.000	IWF MAINTENANCE	.00	.00	.00	6,000.00	6,000.00	.00
255-255-801.000	MARKETING & PROMOTIONAL SVCS	35,618.19	2,061.00	14,923.38	28,300.00	13,376.62	52.73
255-255-801.003	PROMOTION COMMITTEE EXPENSES	15,238.00	2,589.00	2,839.00	7,300.00	4,461.00	38.89
255-255-801.004	ORGANIZATION COMMITTEE	648.00	.00	.00	500.00	500.00	.00
255-255-801.005	BUSINESS RECRUITMENT/RETENTIO	75,596.00	.00	.00	.00	.00	.00
255-255-818.000	CONTRACTUAL SERVICES	29,974.10	3,914.18	12,675.94	30,700.00	18,024.06	41.29
255-255-818.002	DESIGN COMMITTEE	17,869.82	.00	.00	15,600.00	15,600.00	.00
255-255-826.000	LEGAL FEES	2,187.41	46.50	77.50	500.00	422.50	15.50
255-255-853.000	TELEPHONE	1,083.54	70.91	349.04	1,900.00	1,550.96	18.37
255-255-860.000	CONFERENCE & TRAVEL	2,054.77	.00	1,956.20	1,000.00	(956.20)	195.62
255-255-888.000	LIBRARY CONTRIBUTION	30,000.00	.00	.00	30,000.00	30,000.00	.00
255-255-910.000	INSURANCE & BONDS	1,748.66	.00	(50.49)	1,800.00	1,850.49	(2.81)
255-255-933.000	MAINTENANCE - BRIDGE PARK	3,078.43	1,749.49	2,372.74	5,000.00	2,627.26	47.45
255-255-962.000	MISCELLANEOUS	6,973.42	.00	.00	100.00	100.00	.00
255-255-962.002	MISCELLANEOUS - MAIN STREET	13,459.59	.00	.00	500.00	500.00	.00
255-255-964.000	REFUNDS & REBATES	4,172.50	.00	4,394.42	6,000.00	1,605.58	73.24
255-255-999.000	TRANSFER TO OTHER FUNDS	2,048.01	.00	.00	.00	.00	.00
255-255-999.594	TRANSFER TO MARINA FUND-BOND	336,200.00	.00	.00	336,100.00	336,100.00	.00
	TOTAL DOWNTOWN DEVELOPMENT	687,917.65	12,031.13	63,246.53	591,900.00	528,653.47	10.69
	TOTAL FUND EXPENDITURES	687,917.65	12,031.13	63,246.53	591,900.00	528,653.47	10.69
	NET REVENUES OVER EXPENDITURE	4,126.71	360,872.13	319,212.07	20,400.00	298,812.07	1,564.77

Charlevoix Downtown Development Authority and Main Street Consent Agenda

Title: Committee Minutes

Date: July 25, 2022

Presented By:

Background:

Recommendation:

Attachments:

1. 4-7-2022 MS Design Committee Minutes
2. 6-2-2022 MS Design Committee Minutes
3. EV Minutes - 6.14.2022



Charlevoix Main Street Design Committee
Thursday, February 3, 2022
4:00 PM – City Hall
Minutes

Attendees: G. DeMeyere, L. Dotson, J. Duerr, D. Fate, D. Miles, P. Weston

Absent: C. Kranz, J. Rowley, B. Slater, M. Owens

- I. The meeting was called to order at 4:00 pm. The Minutes from the February 3, 2022, meeting was approved as written.
- II. Outstanding Business
 - a. Report from DDA highlights: A tenant has been secured for the Bridge Park Drive property.
 - b. Alleyway Improvement (AI) Grant Project Status: Grant recipients were notified of their award and have begun work on their projects. The owner of 211 Bridge St was also awarded an affordable housing grant and is now motivated to add another residential unit in the building.
 - c. SBEI Study Updates: The MSU team is working with the feedback from their prior session and refining recommendations. The next meeting will likely be this summer at the Library.
 - d. Historic District Updates: The SHPO team is finalizing their survey of properties and taking additional photos. They will be in Charlevoix May 9 to meet with property owners.
- III. New Business
 - a. Michigan Downtown Association Summer Workshop in Charlevoix - Friday, June 3rd - Library. Lindsey sent the registration information to interested parties in Charlevoix.
 - b. Lindsey shared a couple of grant opportunities available for CLG communities and the changes they have made to their policies and timing.

The meeting adjourned at 4:40 pm.

Next meeting: Thursday, June 2, 2022 @ 4:00 PM in City Hall.

CHARLEVOIX MAIN STREET MISSION

The mission of the Charlevoix Main Street program is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.



Charlevoix Main Street Design Committee
Thursday, June 2, 2022
4:00 PM – City Hall
Minutes

Attendees: L. Dotson, D. Fate, D. Miles, P. Weston

Absent: J. Duerr, G. DeMeyere, C. Kranz, J. Rowley, M. Owens

- I. The meeting was called to order at 4:00 pm. The Minutes from the April 7, 2022, meeting were approved as written.
- II. Outstanding Business
 - a. Report from DDA highlights: Lindsey reviewed the DDA Goals. One item which the Design Committee can work on is identifying something from the Alley and Corridor Implementation of Designs report for implementation in coordination with the upcoming infrastructure project.
 - b. SBEI updates: Lindsey showed the slides with final recommendations to Dave and Paul so they could provide their input on 'one thing to implement' as was requested at the 5/25 meeting.
 - c. Historic District Updates: Alan Higgins SHPO was in town on May 9th to meet with property owners and take photos. He expects the District to be approved by Fall of 2022. Lindsey will provide a link to the recorded meeting with the committee.
 - d. Michigan Downtown Association Summer Workshop - June 3rd in Charlevoix. Lindsey will be presenting.
 - e. Historical Markers for the National Register District: The committee discussed various options for signage to identify the impending district and possibly the contributing buildings, including their history. This will be further explored over the coming months and a proposal developed.
 - f. Resilient Lakeshore Heritage Grant Info: The owners of the Buttars building have confirmed that they will apply for the grant, which, if approved, will allow for significant restoration, and make them a contributing building to the Historic District.
 - g. Accreditation Self-Assessment: This Main Street scoring sheet was reviewed and agreed by the committee.

The meeting adjourned at 5:05 pm.

Next meeting: Thursday, August 4, 2022 @ 4:00 PM in City Hall.

CHARLEVOIX MAIN STREET MISSION

The mission of the Charlevoix Main Street program is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.



CHARLEVOIX MAIN STREET DDA

210 STATE STREET - CHARLEVOIX, MI 49720

OFFICE: (231) 547-3257

www.downtowncharlevoix.com

Economic Vitality Committee Meeting

June 14, 2022; 4 p.m.

City Hall – Council Chambers

Minutes

1. **Present:** J.B. Hoyt, Sam Bingham, Mark Heydlauff, Lindsey Dotson, Janet Kalbfell, Sean Bradley, Bob Klein, Josh Prusik, Kirby Dipert
2. **Minutes from the March 8, 2022, meeting were approved by unanimous vote.**
3. **New Business**
 - a. Josh Prusik, the new Economic Vitality Specialist from Michigan Main Street introduced himself to the committee via Zoom.
 - b. Accreditation Self Evaluation – Director Dotson presented a draft of the self-evaluation and asked committee members if any changes should be made to the scores in the Demonstrated Impact and Results section. Members of the committee agreed no changes to the scores were necessary.
 - c. The updated DDA Goals and Programming sheet was distributed to committee members and the suggestion was offered to produce a color-coding system to track progress of these initiatives.
 - d. Business Grants/Support Update – Director Dotson outlined two opportunities that recently presented themselves that she is assisting property owners with:
 1. State Historic Tax Credit Program – 25% Tax Credit - 211 Bridge Street – an application was submitted on behalf of the owners for a Small Commercial Tax Credit (maximum amount of \$2M available). The State Historic Preservation Office has yet to notify us about whether the project is in the running for the credit or not.
 2. Lakeshore Resilience Heritage Grant Program - \$100,000 available - Round Lake Bookstore/Buttars Building is applying to restore the façade to its original design as rendered in a Design Service by Michigan Main Street in 2017.
 - e. An updated proposed boundary map was distributed to committee members outlining the area that will be nominated for the National Register of Historic Places as part of the Community Partnership service received from SHPO.
 - f. A discussion around the lack of childcare took place and Director Dotson shared that she has been working with a group of private, experienced individuals to possibly open a facility in the downtown and the potential of such a facility being located at the

The mission of the Charlevoix Main Street program is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.

Methodist Church to utilize the lower level of their building. The conversation changed into addressing the childcare needs by simply recruiting a business to open since demand exists for such services. It was also suggested that groups of employers could assist in paying for their staff to use the daycare.

4. **Old Business**

- a. **Downtown Housing Incentive Program** – The Deed Restriction document for 211 Bridge Street is still being edited/fine-tuned but is in the works. The committee also discussed the \$25,000 that was not awarded to a project and a **motion was made by member Hoyt, support from member Bingham, to recommend the DDA Board continue to offer this incentive until the next opportunity presents itself. Motion passed unanimously.**
 - b. **Destination Creation Course Small Business Training** – Feedback from course participants were shared with committee members.
5. **Economic Development/RRC Update** – Director Dotson provided an update on the status of RRC priority sites, and the group discussed various other updates related to economic development in Charlevoix.
6. **Miscellaneous Business/Updates** – Downtown currently has 2 vacancies.
7. **Adjournment** - Next meeting – September 13, 2022, at 4pm

Charlevoix Downtown Development Authority and Main Street Reports

Title: Director's Report

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

Director Planned Out of Office Dates

Friday, July 29th - Friday, August 12th - vacation

Downtown Dollars Update

36 participating businesses and we have sold \$8175 worth of e-gift cards.

Cooperative Ad Campaign Update

Attached are ad performance reports for each business that has run so far. Currently, Pita Cruiser Food Truck is live. Next month will feature Charlevoix Harbor Wear.

Downtown Maps

The 2022 folded downtown maps are here and gradually being distributed. The kiosk maps in the downtown were also updated this past week.

Live on the Lake

We are already halfway through our schedule of concerts for the season. The next show on July 28th will be Jeff Tucker Music.

SBEI Update

The 3rd and final SBEI meeting occurred on May 26th with light attendance, but good discussion. Feedback was given on renderings that will likely end up in the final report of recommendations. We have yet to receive a draft, but as soon as we do, it will be shared with the appropriate parties.

MDA Summer Workshop

On June 4th, we hosted the Michigan Downtown Association Summer Workshop at the Charlevoix Public Library. There were 93 attendees from all over the state. The networking mixer at VUE Wine Bar the night before was busy and fun. The event was engaging and informative and the content presented was really high quality. Thanks to City Manager Mark Heydlauff for addressing the crowd to kick the workshop off and for the local businesses who worked hard to make the experience a pleasant one for all, including Hotel Earl, Weathervane Inn, That French Place, and Black Market Foods.



State Historic Tax Credit

Over the last several years, Senator Wayne Schmidt and folks at Michigan Historic Preservation Network have been working on the reinstatement of the state historic tax credit program, and it finally happened last year. This year, after a lengthy rulemaking phase, \$5M was budgeted to cover the entire state, despite knowing the interest and demand would be much higher than that. They opened applications on June 15th and it was a first-come, first-served scenario. I had identified a handful of buildings that would now qualify thanks to the downtown being nominated for the National Register of Historic Places (still in the works, but made us eligible) and one property owner agreed they wanted to apply for the credit. I worked with Andrew Marguilles to prepare and was able to submit an application on his behalf at 9:06am, 6 minutes after the application was opened. The State Historic Preservation Office was so heavily inundated by applications they had to completely shut the system down by 2pm that day. We should hear any day now about whether or not our application will qualify as being one of the first ones submitted for a small commercial tax credit of \$2M. If not, a list will be kept in order of applications received for when future funding becomes available.

RRC Priority Sites Update

On June 17th, an architect hired by the Michigan Municipal League, as contracted by the MEDC, came to Charlevoix to visit the Antrim Street site for the Design/Build renderings they are working on. We've been told that after a slight delay related to Covid, the draft drawings will be shared very soon. Paperwork has been submitted to MEDC for the Chamber building on Mason Street to be listed as a priority site but we have not heard from MEDC yet.

Dumpster Enclosures Update

Design Committee volunteer John Duerr and I met about this topic and decided a good first step would be to survey the downtown businesses to get a better understanding of everyone's individual needs and current practices. We can then identify areas that experience strain currently and devise a plan to help alleviate that based on the information we gather. We will also then have a better understanding of what potential interest might be. I've researched a lot of different approaches downtown organizations have taken with this topic and it ranges from assessing the properties based on business type to a cooperative approach that anyone can pay for if they need to use it. Some places charge by tracking punch codes to get into the enclosure, which indicates how often a business uses it. John Duerr suggested that having a custom bag that is purchased ahead of time could be a way to charge based on use. The Design Committee will discuss this in detail during their meeting on August 4th and the survey will likely be circulated after that. Attached is a draft of the possible questions the survey will ask.

July Business Owners Meeting

Each summer I try to coordinate a "fun" outing for business owners - in 2019 Wards Marina took us out on pontoons, last year Sunshine Charters took a group out, and this year Charlevoix Cycle Pub is hosting. The tour will take place on Tuesday, July 26th at 8pm. Seats are still available if you'd like to join. Please fill out this form to save your seat: <https://forms.gle/Hf6WjKVEL53TZhXN6>

J. Bird Provisions is open!

Stop in to pay Jessica a visit and congratulate her if you think to. She's still working on the kitchen build out so she isn't offering prepared foods just yet, but has the market portion of her business open now.

Pulse Poll Survey

As part of our annual impact report for 2022, we will conduct another Pulse Poll survey to collect feedback from the general public about downtown. We did this back in 2019, so the information certainly could use an update. This information will help inform many aspects of business recruitment and retention efforts and, when paired with new Market Snapshots reflecting changes from new Census data, we will soon have up-to-date secondary and primary market data. The survey will be distributed digitally via our website, social media, email newsletter, and the app. There will also be QR codes linking to the survey on the counters of businesses willing to have them. I may also set up during the Farmer's Market to collect responses in person as well. It will likely go live the week of August 15th upon my return from vacation.

Questions are all multiple choice and will include:

- For which of the following activities or purposes do you visit Downtown Charlevoix most often?
- Which of the following downtown festivals and events did you attend or participate in during the past year?
- Thinking about all the reasons you visit Downtown Charlevoix, which of the following best describes how the frequency of your visits has changed during the past year?
- What would make Downtown Charlevoix better?
- What activities would you like to have in Downtown Michigan?
- Which of the following types of new or expanded eating and drinking establishments would make you visit Downtown Charlevoix more often?
- Which of the following types of new or expanded retail establishments would make you visit Downtown Charlevoix more often?
- What day during the week would you be most likely to visit Downtown Charlevoix?
- What time of day during the week would you be most likely to visit Downtown Charlevoix?
- What day during the weekend would you be most likely to visit Downtown Charlevoix?
- What time of day during the weekend would you be most likely to visit Downtown Charlevoix?
- Do you think housing downtown is important and would you live in Downtown Charlevoix if you could?
- What type of housing is missing in Downtown Charlevoix?
- What is the mortgage or rent payment you would be willing or able to pay for housing in Downtown Charlevoix?
- Which of the following best describes recent trends in Downtown Charlevoix?
- Where do you live?

- Which of the following statements below describes your current occupation/employment?
- What is your gender?
- What is your age?
- What is your annual household income?

Recommendation:

Attachments:

1. Ad Performance Report - April updated
2. Ad Performance Report - May
3. Ad Performance Report - June
4. ALLEYWAY TRASH REMOVAL SURVEY

Downtown Cooperative Ad Campaign Performance Report

April 2022 | The Clothing Company

TOTAL IMPRESSIONS: 407,873

Push Notifications in the Life in Charlevoix app:

DELIVERED 04/14/2022 02:54:39 PM The Clothing Company turns 47 this weekend! To celebrate 47 years in business, on Friday 4/15 they are giving away locally embroidered ball caps with each purchase (while supplies last)! In addition, Friday 4/15 & Saturday 4/16 anyone can enter to win \$250 to spend at The Clothing Company (one entry per day, please). Thank you for 47 years of business, and to many more! **1299**

DELIVERED 04/05/2022 09:12:35 AM New blog alert! The Clothing Company - learn more by reading this month's blog feature by clicking the blog icon on the home screen. **1295**

DELIVERED 04/19/2022 11:41:03 AM Connect with The Clothing Company Visit The Clothing Company in the Business Directory to learn how to stay connected and in the know. **1297**

DELIVERED 04/28/2022 03:18:36 PM To properly embrace the elements, you need the right gear... Visit The Clothing Company today for quality clothing that suits the Up North lifestyle. **1298**

Total Views

This is a measure of every view of your app, regardless of the number of people.

1380

Total Unique Visitors

This is a measure of every individual that visits your app.

377

TOTAL REACH: 5,189

Tickets sold at Charlevoix Cinema III: 1,487

Social Media Ad Performance: Reach: 9,862

Performance

\$150.00 spent over 29 days.

Post Engagements

1,097

Reach

9,862

Cost per Post Engagement

\$0.14

Activity

Post engagement

1097

Post reactions

526

Link clicks

54

Post shares

13

See all

Get more results like this

Find consistent results and increased Page activity when you let us boost your highest performing post automatically.

Get started

Audience

This ad reached 9,862 people in your audience.

People

Placements

Locations

100.0% Women

0.0% Men

0%

10%

20%

30%

13-17

18-24

25-34

35-44

45-54

55-64

65+

Ad rating

Are you satisfied with this ad?

No

Yes

Details

Status

Completed

Goal

Get more engagement

Total budget

\$150.00

Duration

29 days

See all

Preview

The Clothing Company, open 362 days a year, is Charlevoix's only multi-generational clothing store! To learn more about the business that has been Charlevoix's cornerstone store since 1975, read our latest blog here:...



View ad

Edit ad

Payment method

VISA

**** 5850

Change

Amount spent

Total Amount

\$150.00

Blog Views: 224



Mar 31 · 5 min



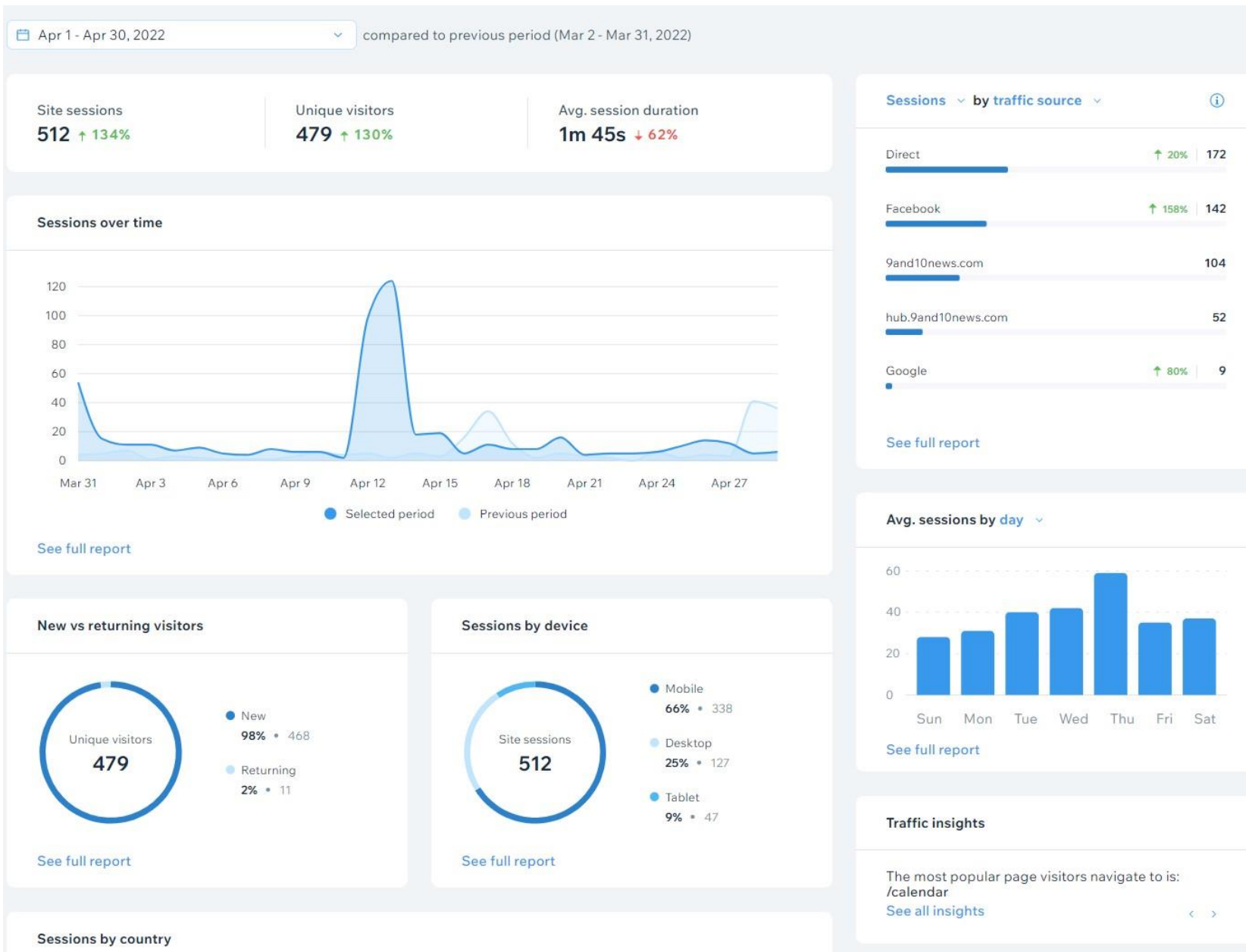
The Clothing Company

The Clothing Company, open 362 days a year, is Charlevoix's only multi-generational clothing store! Family-owned and operated, we are...

224 views 0 comments

1

Website Traffic: 479 visitors in May



Opens: 632

Sent

Main Street Messenger - April 2022

Copy

Share on Social

...

Details Reporting Heat Map

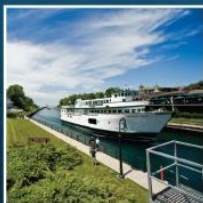
Email Performance

See how your emails are doing with your audience. [Compare your results to the industry average.](#)

Sent			Open Rate			Click Rate i		
1054			58.3%			6.5%		
	Original	Resend	Total		Original	Resend	Total	
Opens	521	111	632	Clicks	57	10	67	
Sent	1054	560	1614	Did Not Open	484	431	915	
Bounces	49	18	67	Unsubscribed	1	0	1	
Successful Deliveries	1005	542	1547	Spam Reports	0	0	0	
Desktop Open Percentage			88.4%	Mobile Open Percentage			11.6%	

MyNorth Vacation Guide Ad Placement: 200,000 printed copies distributed | 100,000 digital copies distributed

EXPERIENCE THE CLASSIC BEAUTY OF CHARLEVOIX!



CHARLEVOIX

MORE INFO AT
DOWNTOWNCHARLEVOIX.COM

BEST 25 THINGS TO DO IN CHARLEVOIX

1. Watch the sunrise over Round Lake from a bench in East Park
2. Attend the Charlevoix Farmers Market
3. Rent bikes
4. Grab a coffee & light bite at **Café Meria**
5. Play chess in Hoop Skirt Alley
6. Experience local art at Charlevoix Circle of Arts
7. Visit the Harsha House Museum
8. Shop at **The Clothing Company** for brands that suit the Up North lifestyle
9. Stroll Bridge Street to enjoy countless shops
10. Search for all the Magical Tiny Doors in town
11. Watch the bridge go up
12. Take a **Mushroom House Tour** & visit over 26 houses built by Earl Young
13. Feed the fish in the Trout Pond in East Park
14. Take the kids to the Splash Pad at the Marina
15. Attend a Live on the Lake concert at the bandshell
16. Have lunch or dinner at **Bridge Street Tap Room**
17. Visit the Charlevoix Library to borrow a hammock
18. Relax at the Pine River Hammock Park
19. Discover the history of Charlevoix by finding all the historical signs
20. Load up on taffy + other confections at **The Taffy Barrel**
21. Walk the pier and visit the lighthouse
22. Find a Petoskey stone at Michigan Beach Park
23. Watch the sunset over Lake Michigan
24. Ride the ferry with **Beaver Island Boat Company**
25. Take an evening stroll to enjoy the lights on the trees and bridge

Northern Express Ad Placement: 90,000 readers

Now This Is How You Start Your Day

Baked French Toast

203 S. Cedar • Kalkaska
mooseandstellas.com

The Clothing Company
USEFUL GEAR FOR EVERY DAY

THE CLOTHING COMPANY

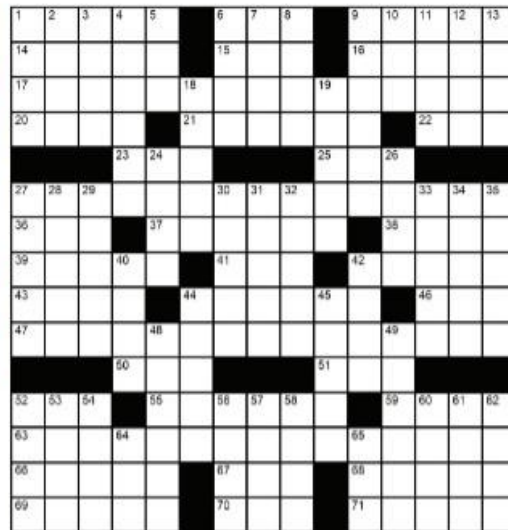
downtowncharlevoix.com

Food With Passion

TROUT TOWN TAVERN & EATERY

Tater Tots And Much More

306 Elm • Kalkaska
TroutTownTavern.com



"JONESIN" CROSSWORDS

"POINT OF NO RETURN" - THEY DON'T BOUNCE BACK, IF YOU WANT ONE

ACROSS

1. "G'd ____", little dogies!"
6. Betwixt tragedy
9. "Paper Moon" Oscar winner O'Neal
14. Umbrae leader
15. Indigo Girls, for example
16. 22 degrees, maybe
17. Old some aviation, but only with way awesome instructor?
20. Comedian/podcaster Munson
21. Seasoned veteran
22. British medical org., honored by "Clap For Our Carers" early in the pandemic
23. This mo.
25. Soul, in 1 dance
27. Jewelry store, but only for fun?
36. Totally
37. Olympic swimmer/ten or track athlete Jim
38. Wrestler in a mawwate
39. Streams
41. Palindromic holiday
42. Look another shot at
43. Greek island hopper
44. Richards of "Slingshot" hoopers"
46. Key near fab
47. Essential Spanish word for "sun?"
50. "____ death do us part"
51. Talless primrose
52. Touch grass (by shortening it)
55. They may be discolored Legends
59. "____ Nemesis" (1988 reggae album)
63. Compensy different Bulgarian currency?
66. Used card
67. "I-quant" prefix
68. Much, to a musician
69. Oppose
70. Daigipen's accessory
71. Bozer fury

DOWN

1. Radio options
2. Knees like woman
3. Diner
4. Game show prize with a snail?
5. "Disrespectable Me" supervision
6. Extra, for short
7. Cursed the day
8. "Stream ____ 11.6" (Adult Swim show)
9. Microsoft food named for Mount Rainer
10. Plot with skills
11. Get on another road?
12. Ogden's state
13. Pharmacy supply
16. "Come Away With Me" singer Jones
19. "Giant Steps" saxophonist, tertiary
24. They're hopefully housebroken
26. "Who ____ (but Gungnir)?" ("Family Guy" bit)
27. "Isby (Isby)" singer
28. Pulitzer-winning novelist Glasgow
29. Skips streaming
30. Alaskan carving
31. Herd who voiced Puckoobas
32. Agree to take part
33. "Nicely done!"
34. Acid to proteins
35. Peak performance?
40. Bulb power measurement
42. Swing a scythe
44. "The Daily Show" correspondent Skam
45. Heester's secret
48. Venetian shopping district
49. Jenkins of "World of Warcraft" related memes
52. Doubled, a Hawaiian food fish
53. John Irving's "A Prayer for ____ Meany"
54. "Do you need something?"
56. Bushell, by, or bequest
57. "Brooklyn Nine-Nine" character
58. Throat bit
60. Pipe bonds
61. Low carb, high fat diet
62. Shakespeare's river
64. 1967 NHU: Rookie of the Year
65. Rescue squad initials

Downtown Cooperative Ad Campaign Performance Report

May 2022 | That French Place

358,343 TOTAL IMPRESSIONS

Push Notifications in the Life in Charlevoix app:

DELIVERED 05/17/2022 09:00:00 AM That French Place is on Facebook and Instagram! That French Place is listed in our Business Directory! On their page you can find their social media information, order online and watch their latest videos.1301

DELIVERED 05/24/2022 09:00:00 AM Visit That French Place in Downtown Charlevoix! Start your day with a pastry and coffee from That French Place! 1301

THERE WERE TWO OTHERS BUT I DIDN'T ACCESS THEIR PERFORMANCE SOON ENOUGH – let's assume they were also delivered to 1301 devices (sorry).

TOTAL: 5204

Total Views This is a measure of every view of your app, regardless of the number of people.	1142
Total Unique Visitors This is a measure of every individual that visits your app.	310

Tickets sold at Charlevoix Cinema III: 1958

Social Media Ad Performance: 12,384

Performance

\$150.00 spent over 29 days.

Post Engagements

1,226

Reach

12,384

Cost per Post Engagement

\$0.12

Activity

Post engagement

1226

Post reactions

707

Link clicks

468

Post shares

32

Landing page views

28

Post comments

13

Post saves

6

See Less ^

Ad rating

Are you satisfied with this ad?

No

Yes

Details

Status

Completed

Goal

Get more engagement

Total budget

\$150.00

Duration

29 days

Start date

May 2, 2022

End date

May 31, 2022

Created by

Lindsey Dotson

Pixel

Lindsey Dotson's Pixel

ID: 463275587500499

Ad account

Lindsey Dotson

Get more results like this

Blog Views: 537



May 2 · 3 min

⋮

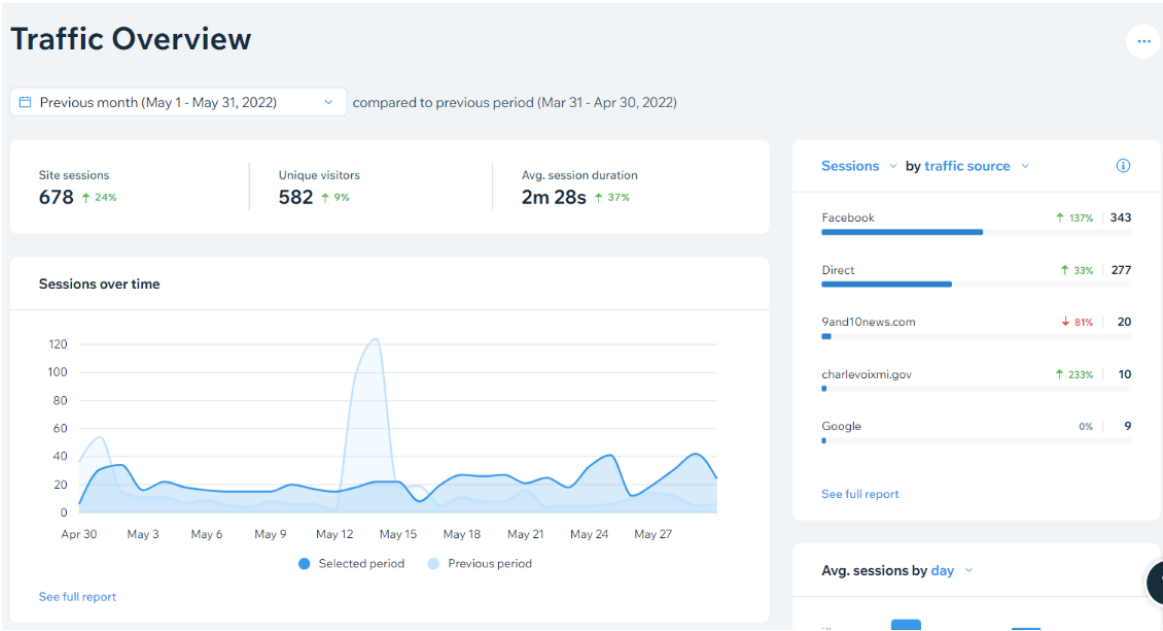
That French Place

That French Place is northern Michigan's premier creperie cafe, specializing in hand crafted pastry. They transport your tastebuds to the...

507 views 0 comments

1 ❤️

Website Traffic: 582 visitors in May



Email Newsletter Performance: 594 opens

Email Performance

See how your emails are doing with your audience. [Compare your results to the industry average.](#)

Sent

1062

Open Rate

56.5%

Click Rate

5.2%

i

	Original	Resend	Total		Original	Resend	Total
Opens	510	84	594	Clicks	43	10	53
Sent	1062	548	1610	Did Not Open	506	448	954
Bounces	46	16	62	Unsubscribed	0	0	0
Successful Deliveries	1016	532	1548	Spam Reports	0	0	0
Desktop Open Percentage			90.3%	Mobile Open Percentage			9.7%

Northern Express Ad Placement: 90,000 readers

beer, and wine model to a breakfast, lunch, and coffee joint, they've turned the café into a neighborhood gem.

On the Menu

The Kev McMurphy is a top seller on the breakfast menu, the café's take on the famous McDonald's sandwich but with upgrades like chili-garlic mayo and hashbrowns to complement the classic sausage, egg, and cheese combo. The house-made NewBo Cinnamon Roll is a big hit for those with a sweet tooth, and bagels from Bubbie's Bagels in Traverse City make for the perfect to-go meal.

No morning is complete without a cup of coffee, and it is here that New Bohemian Café shines. Guests can enjoy a standard espresso or level up to a cortado (half espresso, half milk with a touch of foam) or an Americano. Two of the more creative offerings on the menu include the Honey Cardamom Latte and the Vanilla Cinnamon Latte, both of which offer the perfect mix of sweet and spice to brighten up your morning.

At lunchtime, the Turkey Sandwich (roasted turkey, bacon, dill Havarti, lettuce, tomato, red onion, and cucumber with pesto mayonnaise and honey mustard) reigns supreme. Close contenders for the customer favorite include the Italian Sandwich stacked with savory meats and the Figgy Piggy, a prosciutto, fig jam, and brie special that made the jump to the full-time menu.

The café is currently open from 8am to 2 pm seven days a week, with breakfast served all day alongside pastries and lunch options. This summer, be sure to keep an eye out for their 1960's Volkswagen coffee bus, likely to be found at the Omena Bay Country Store, which is planned for a 2022 reopening and will be operated by the Murphys.

Find New Bohemian Café at 110 S Waukazoo St. in Northport, (231) 386-1034, newbohemiancafe.com

ARTISAN Traverse City

What has been built inside the former Holiday Inn West Bay—now Delamar Traverse City—is worlds away from what those of us long-time Traverse

City

Finally: dessert. Artisan's in-house pastry team bakes up some delicious treats, including a fluffy vanilla cheesecake that goes above and beyond with sea salt and caramel. (Is your mouth watering yet?) While you're there, be sure to sample from a robust wine list, multiple Michigan beers on tap, or Artisan's signature cocktails.

Find Artisan inside the Delamar Traverse City hotel at 615 E Front St. in Traverse City. (231) 421-2150, artisanct.com

BLUE FISH KITCHEN + BAR Manistee

Blue Fish Kitchen + Bar occupies a century-old building overlooking the Manistee River Channel that flows from Manistee Lake into Lake Michigan. When you walk inside, General Manager Talia Miller says you'll experience "a little mix of old and new." The interior has beautiful woodwork, tin ceilings, brick pillars, a cement-top bar, and an industrial-chic staircase leading to the upper level.

On warm days, an outdoor patio overlooking the waterway is set up for fresh-air dining. You could almost reach out and grab a fish heading toward the big lake...and if a fresh catch is your cup of tea, Blue Fish is the place. "We have a really great catch-and-cook option," Miller tells us. "If you were to go out on a charter [fishing boat], you would be allowed to bring in your own fish and we would prepare it."

On the Menu

On the appetizer side, Miller says many folks go for the Warm Smoked Fish Dip, which is topped with melted cheese and served with crostini. Two recent additions to the menu include a pierogi with bacon and caramelized onions for a "sweet and savory flavor" and an ahi tuna salad marinated with citrus-infused ponzu sauce.

When it comes to entrées—beyond, of course, your own catch—there are a few fan-favorites. "One of our house specialties that will remain on the menu forever is the Champagne Chicken," Miller says. "It has



306 Elm - Kalkaska

TroutTownTavern.com

That French Place NORTHERN MICHIGAN'S PREMIER CREPERIE CAFE



downtowncharlevoix.com

Neapolitan Pizza & Pasta - Nice Combo!



PROOF OF PERFORMANCE

PANEL: 510 | TAB#: 402245 | INSTALL DATE: 5/10/2022

CONTRACT: 3807209	NAT'L CONTRACT
CUSTOMER: CHARLEVOIX DDA	REPORT DATE: 6/9/2022
ADVERTISER: CHARLEVOIX DDA	

Location: CASS RD .5 MI N/O AIRPORT RD W/S F/N (S)
Media: Poster | Copy Size: 10' X 22' | Wkly Impressions: 61771
Lamar Office: 158 - Traverse City | Market: TRAVERSE CITY
Material Received: 5/5/2022



Downtown Cooperative Ad Campaign Performance Report

June 2022 | Beaver Island Boat Company

321,836 TOTAL IMPRESSIONS

Push Notifications in the Life in Charlevoix app:

DELIVERED 06/30/2022 09:00:00 AM Visit The Beaver Island Boat Company in Downtown Charlevoix! Stop by and wave goodbye as we begin our voyage, or purchase a ticket to come along with us! View our profile for more information about tickets and ferry schedules. 1333

DELIVERED 06/21/2022 09:00:00 AM Connecting Charlevoix and America's Emerald Isle since 1984! New blog alert! Read all about the Beaver Island Boat Company, just select the "Downtown Blog" icon on the app to read the post! 1324

DELIVERED 06/14/2022 09:00:00 AM Traveling to Beaver Island is easy! Visit The Beaver Island Boat Company's profile for information about the 2022 Emerald Isle schedule! 1318

DELIVERED 06/07/2022 09:00:00 AM The Beaver Island Boat Co. is on the app! They are listed in our Business Directory. Learn more about the rich history of the Beaver Island Ferry, visit their profile now! ????

TOTAL: 5293

Date Range Start Date - End Date	2022-06-01
	-
	2022-06-30
	Update
Total Views This is a measure of every view of your app, regardless of the number of people.	1292
Total Unique Visitors This is a measure of every individual that visits your app.	313

Tickets sold at Charlevoix Cinema III: 4102

Social Media Ad Performance: 10,872

Performance

\$150.00 spent over 29 days.

ThruPlays



5,463

Reach



10,872

Cost per ThruPlay

\$0.03

Activity

Post engagement



3-second video plays



Link clicks

110

Post reactions

61

See all

Ad rating

Are you satisfied with this ad?

No

Yes

Details



Status
Completed



Goal
Get more video views



Total budget
\$150.00



Duration
29 days

See all



Jun 1 • 3 min



Beaver Island Boat Company

Beaver Island Boat Company - Connecting Charlevoix and America's Emerald Isle since 1984. Hop on board for a ride on Lake Michigan while...

233 views 0 comments





Email Newsletter Performance: 625 opens, 81 clicks

Sent Main Street Messenger - June 2022

Copy Share on Social ...

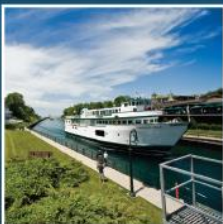
Details Reporting Heat Map

Email Performance

See how your emails are doing with your audience. [Compare your results to the industry average.](#)

Sent			Open Rate			Click Rate ⓘ		
1066			58.4%			7.9%		
	Original	Resend	Total		Original	Resend	Total	
Opens	523	102	625	Clicks	66	15	81	
Sent	1066	549	1615	Did Not Open	497	430	927	
Bounces	46	17	63	Unsubscribed	0	0	0	
Successful Deliveries	1020	532	1552	Spam Reports	0	0	0	
Desktop Open Percentage			88.7%	Mobile Open Percentage			11.3%	

EXPERIENCE THE CLASSIC BEAUTY OF CHARLEVOIX!



CHARLEVOIX

MORE INFO AT
DOWNTOWNCHARLEVOIX.COM

BEST 25 THINGS TO DO IN CHARLEVOIX

1. Watch the sunrise over Round Lake from a bench in East Park
2. Attend the Charlevoix Farmers Market
3. Rent bikes
4. Grab a coffee & light bite at **Café Meria**
5. Play chess in Hoop Skirt Alley
6. Experience local art at Charlevoix Circle of Arts
7. Visit the Harsha House Museum
8. Shop at **The Clothing Company** for brands that suit the Up North lifestyle
9. Stroll Bridge Street to enjoy countless shops
10. Search for all the Magical Tiny Doors in town
11. Watch the bridge go up
12. Take a **Mushroom House Tour** & visit over 26 houses built by Earl Young
13. Feed the fish in the Trout Pond in East Park
14. Take the kids to the Splash Pad at the Marina
15. Attend a Live on the Lake concert at the bandshell
16. Have lunch or dinner at **Bridge Street Tap Room**
17. Visit the Charlevoix Library to borrow a hammock
18. Relax at the Pine River Hammock Park
19. Discover the history of Charlevoix by finding all the historical signs
20. Load up on taffy + other confections at **The Taffy Barrel**
21. Walk the pier and visit the lighthouse
22. Find a Petoskey stone at Michigan Beach Park
23. Watch the sunset over Lake Michigan
24. Ride the ferry with **Beaver Island Boat Company**
25. Take an evening stroll to enjoy the lights on the trees and bridge

ALLEYWAY TRASH REMOVAL SURVEY

This survey is being conducted to gather information about how businesses and residents in buildings adjoining Charlevoix's downtown alleyways arrange for the storage, pick up and removal of their trash. In 20xx a vision was created for enhancement of the alleyways. Currently, the unenclosed trash receptacles that line the alleyways are an obstacle to realization of this vision. It is hoped that the results of this survey will lead to alternate methods of handling trash removal that are economical, environmentally sound and more aesthetically pleasing. Your cooperation in completing this survey will be greatly appreciated. Completion of the survey should take less than 20 minutes.

Contact Information:

Name of respondent:

Email / phone of respondent (optional):

Address of building:

Are you responding as a business owner or resident:

Name of business:

For the remaining questions, please answer for the "peak season"

Recycling:

Do you separate your trash into recyclable and non-recyclable streams?

If "no", skip to next section.

How do you dispose of your recyclable materials?

☐ Take to Grant Street recycle bin.

☐ Other (please specify)

How often do you remove recyclable materials?

☐ Approximately daily

☐ Approximately weekly

☐ Other (specify)

Estimated amount of material collected before removal (equivalent number of standard trash bags)

How do you store recyclable materials prior to removal:

☐ Indoor receptacle.

☐ Alleyway receptacle.

☐ Other

If you incur costs associated with handling/disposal of recycling materials please estimate your monthly expense:

Non-Recyclable Materials

What trash removal service do you use?

- ☐ American
- ☐ DCL
- ☐ Little Traverse
- ☐ Other (please specify)

How often is your non-recyclable trash removed?

- ☐ Daily
- ☐ Weekly
- ☐ Other (please specify)

What type / types of trash receptacles do you use Please specify number of each type.

- ☐ Roller cart
- ☐ Dumpster
- ☐ Other

Are any of these receptacles shared with another business or resident?

- ☐ Yes (please specify)
- ☐ No

Where are your trash receptacles located?

- ☐ Indoors
- ☐ Outdoors in alleyway
- ☐ Other (please specify)

What is your approximate monthly cost for trash removal services?

What, if any, are your concerns with the way your trash is currently being stored and removed?

Do you have any suggestions for improving the handling of trash by alleyway businesses and residents?

Charlevoix Downtown Development Authority and Main Street New Business

Title: Cafe Meria Parklet Proposal

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

Attached you will find 4 slides that were presented by the SBEI group from MSU when they were here in late May. They demonstrate the overall positive reaction that the parklet concept received over the course of their community input efforts, including the survey that was conducted at the beginning of this process. Generally, conversations about parklets were focused on Bridge Street, but knowing there is community support is important for the proposal we are considering tonight. The table of recommendations is still in draft format, but will likely carry over into the final report once it is complete.

Next, Jesse Meria, owner of Cafe Meria, will present a proposed parklet for placement in front of his business at 101 Mason Street. Please see the attached files provided by Mr. Meria for reference ahead of the meeting.

Recommendation:

Motion to recommend that City Council approve the placement of the parklet outside of 101 Mason Street at Cafe Meria.

Attachments:

1. SBEI Parklet Feedback
2. SBEI Parklet Recommendation
3. SBEI Recommendations
4. SBEI Tactical Urbanism
5. Parklet at 101 Mason St.
6. Parklet Proposal Layout

Break out Room: What We Heard...

Crosswalks

- Love the improved crosswalks
- Liked the raised crosswalks
- Liked colored crosswalk
- Liked flashing beacon at Antrim and Bridge
- Flashing Beacon is disruptive

Parklets

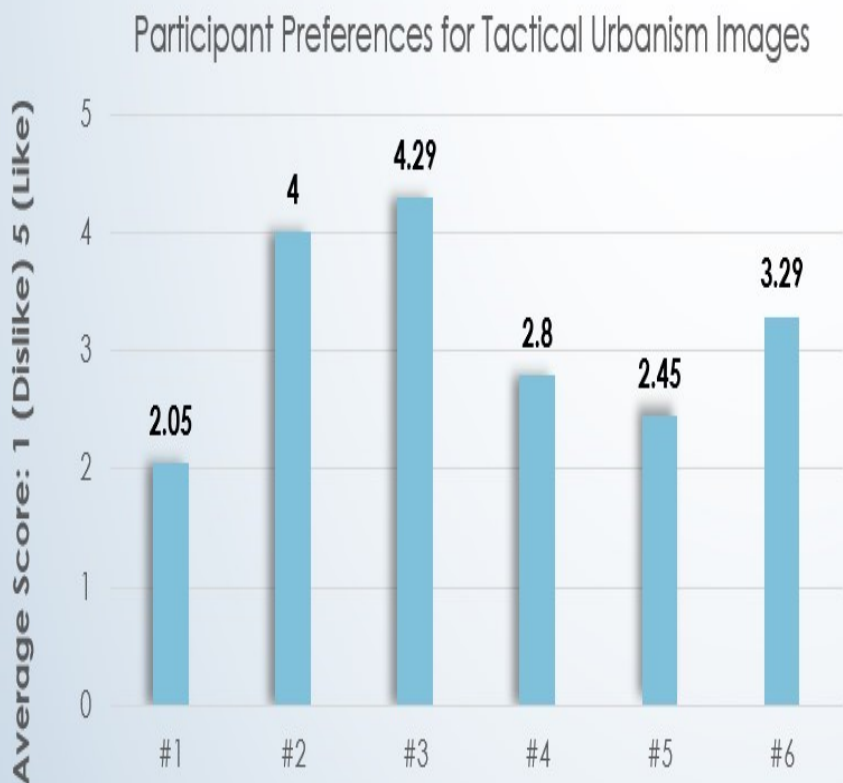
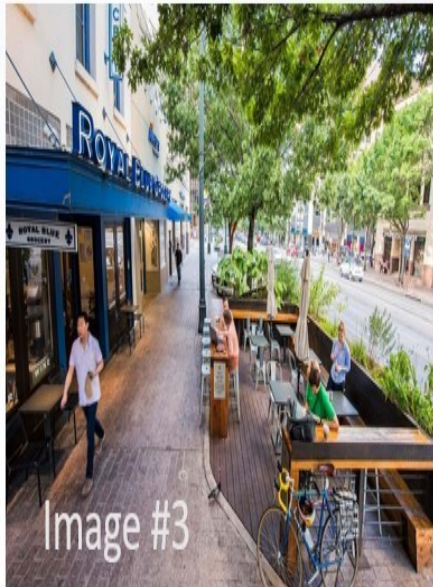
- Loved the parklets
- More parklets
- Expand the parklet concept
- Liked the outside dining idea
- Can the parklets be even 2 or 3 parking spaces?
- Parklet would impact parking spaces.
- Long-term effect for retailers with loss of parking spaces.

General Concerns

- Put in bike lanes
- Bikes and bike racks can cause congestion
- More traffic calming measures
- Raised crosswalk with plowing
- Parklets take away street parking
- Weather concerns for outdoor parklets
- Expanded sidewalks could create more traffic congestion

Tactical Urbanism: Temporary Usage of the Streets

In reference to the Tactical Urbanism character images, the high preference images, the highest preference images are image 2 and 3 while the lowest preference images were 1 and 5.

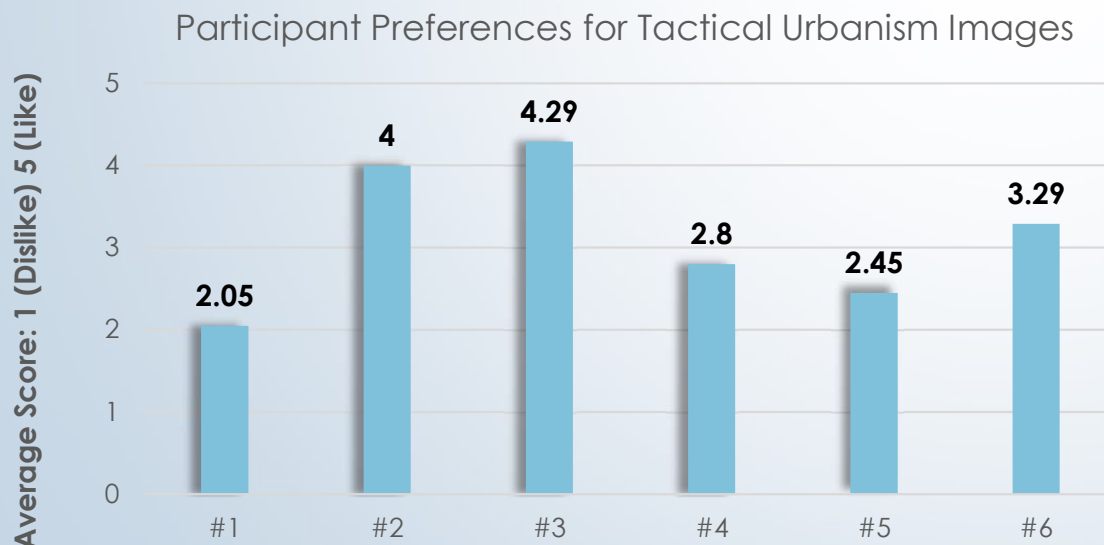
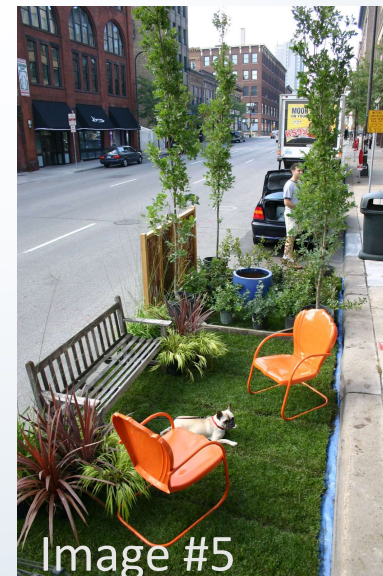


Goal #3: Placemaking/Identity

Design Consideration	Recommendation	Action Steps
Treat the street as a livable space with diverse set of amenities	Strategically install parklets to incorporate outdoor dining that convert curbside spaces into vibrant community spaces.	Partner with local restaurants for parklet installation (2)
		Utilize community block grants, funding opportunities to implement and create seating (3)
		Incorporate vertical design elements to make the street dining or parklets visible to traffic and pedestrians
		Explore NACTO Urban Street design guide when considering parklet installation (4)
	Enhance alley space for outdoor dining	Incorporate mural, street art and dining options in the alleys
Consider future development while supporting existing businesses and patrons	Highlight local businesses and patrons through community events such as summer merchant open house	Build partnerships with local business, government, and nonprofit sectors to lead change.
		Support efforts to implement the Regional Comprehensive Development Strategy (CEDS) designed to retain, grow, and attract new business

Tactical Urbanism: Temporary Usage of the Streets

In reference to the Tactical Urbanism character images, the high preference images, the highest preference images are image 2 and 3 while the lowest preference images were 1 and 5.



Total Votes: 269

Tactical Urbanism Images by Number

Parklet.

Imagine that in place of that silver Jeep, is instead a wooden deck with happy people enjoying what was once an underutilized center of downtown Charlevoix.



A space where people could enjoy coffee while watching the sunrise, or a refreshing drink while listening to music play from the bandshell from a distance.

This photo was taken on July 17th, 2022 at 2pm. There are still two open parking spaces available. So, a parklet here would cause no loss of parking space.

There are a few days out of the year where parking is extremely limited, but this parklet takes only 1 parking space, and would make use of that single parking space during operating hours of approximately 7am-9pm every single day for the entirety of the season. Allowing guests of Charlevoix a nice place to rest, gather their daily plan once they've parked and are ready to hit the town.

Here's another photo from the same day, July 17th, 11am.



There could be happy people relaxing and drinking their refreshments there.

July 13th. 3pm.



July 12th, 11am



July 11th, 6:30pm



July 10th, 5:52pm



And to be fair, here's one where it's packed:
July 9th, 1pm.

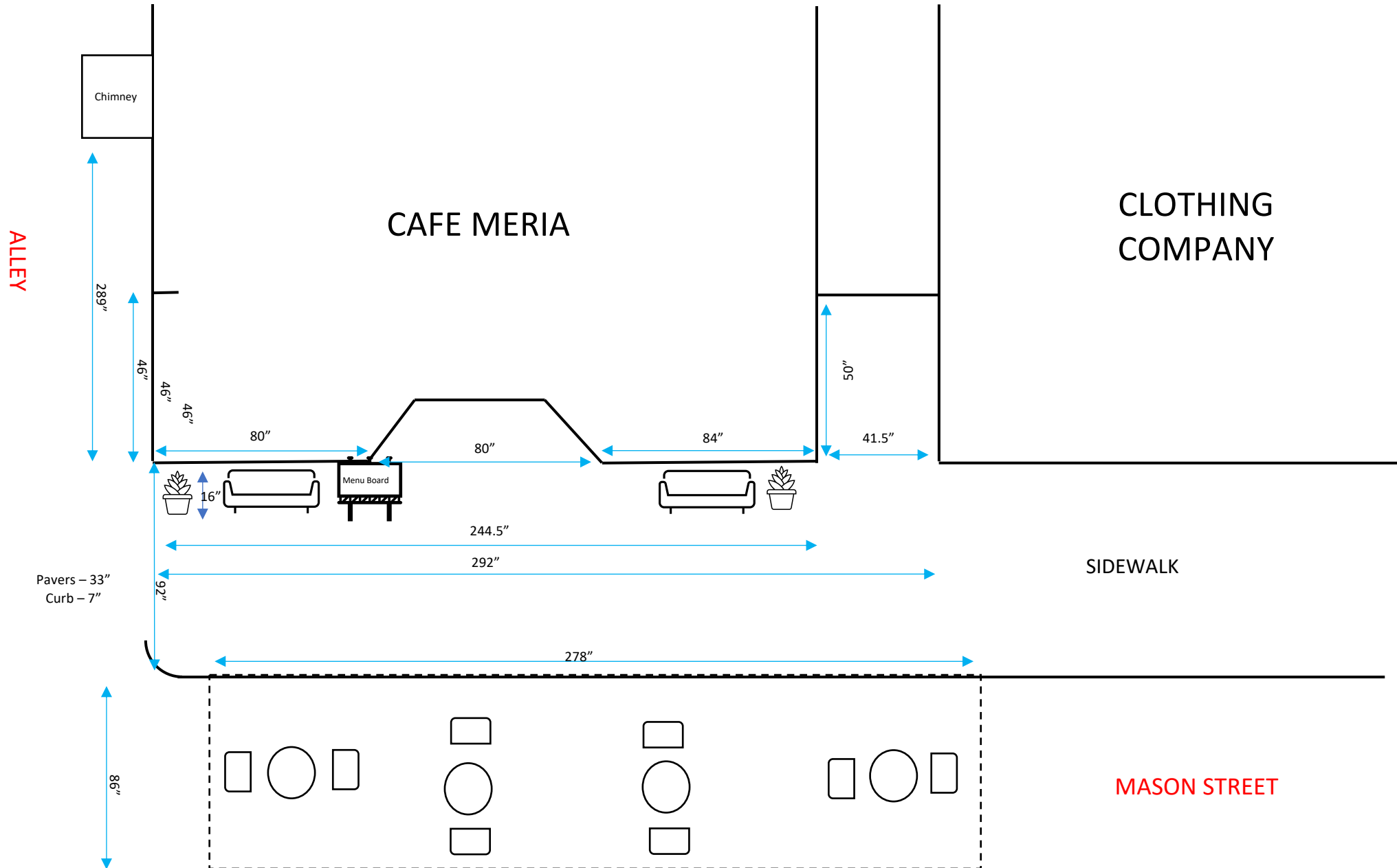


And to be fair, it sure would look nice to see happy people sitting there and enjoying the day, adding some good energy to a very underutilized part of downtown.

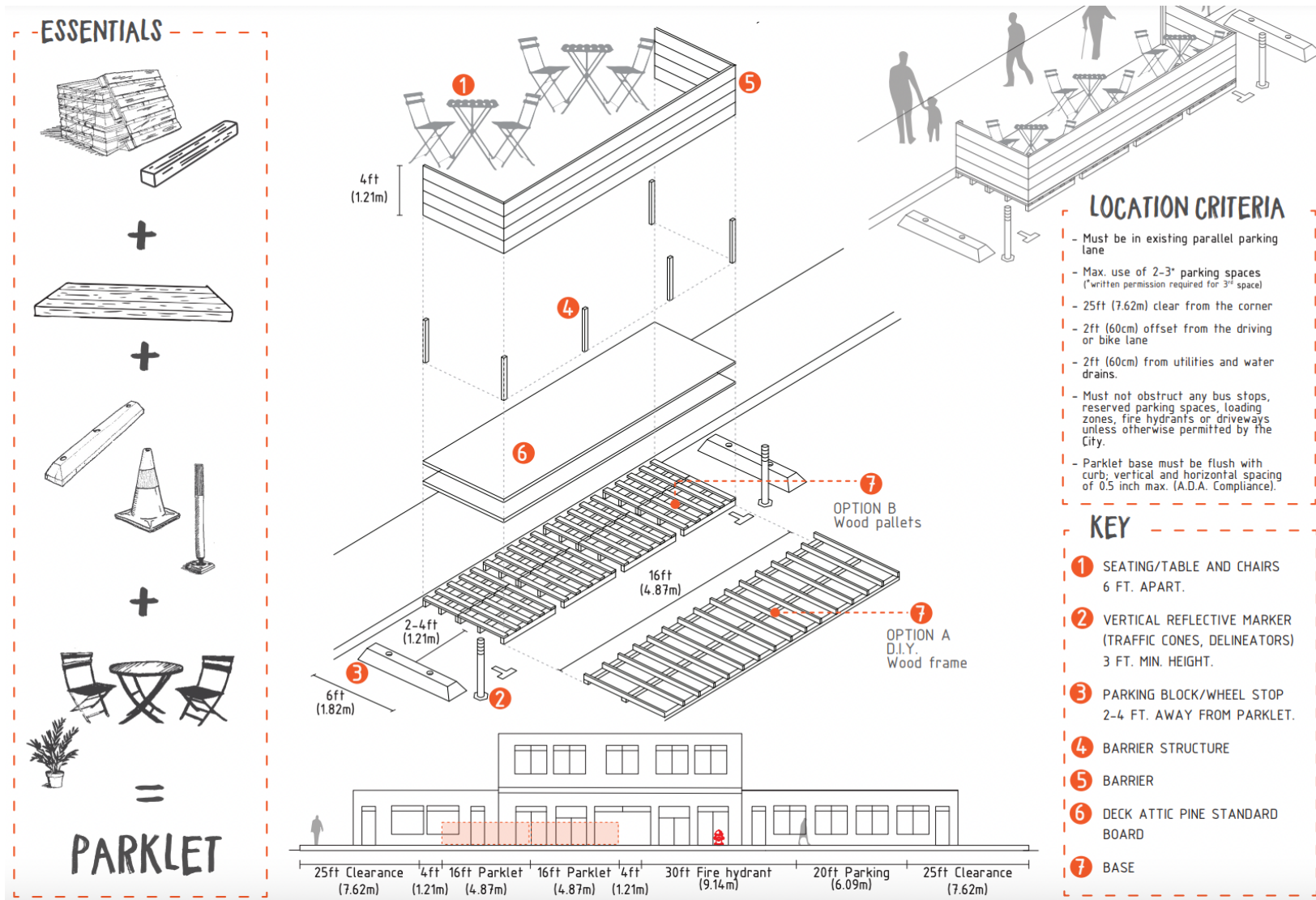
But really, why should anyone care?

- Allowing guests a new place to rest and enjoy refreshments and all of what Charlevoix has to offer is a benefit to the entire community.
- Being so near to a large, popular parking lot, it's great location to allow guests a place to rest, get refreshed, use our restroom, and enjoy a snack or drink.
- There's a really great view of round lake sunrises from that parking space, which otherwise would never be noticed.
- This is the center of downtown, and while Revolution Bike does bring energy, allowing guests a place to sit will not only help our cafe business but allowing them to witness some of that bike shop energy will also benefit their business.
- The cafe/ coffee shop/ boba shop environment is one that is family friendly, and alcohol free. This is something that is difficult to find after 7pm downtown. We are a public place for everyone to enjoy.
- This outdoor space would be a great community hangout while leaving the sidewalk completely clear. Being right next to the large parking lot is great, and while sidewalk seating is an option instead of the parklet, we think that sitting in the parklet would be more enjoyable (also more level) while allowing the sidewalk to be wide open for everyone to walk would be best.
- Mason street has the least amount of traffic downtown.
- It is temporary.

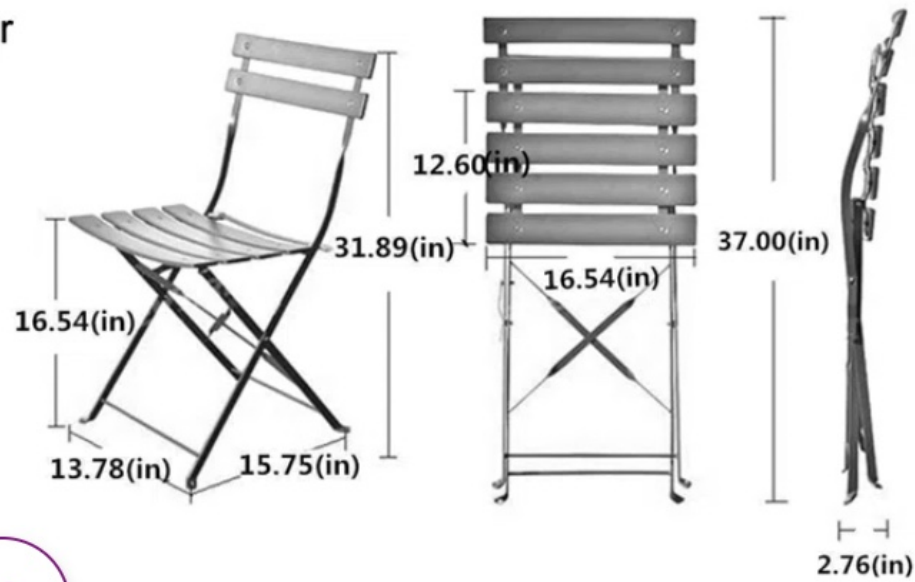
PARKLET PROPOSAL LAYOUT



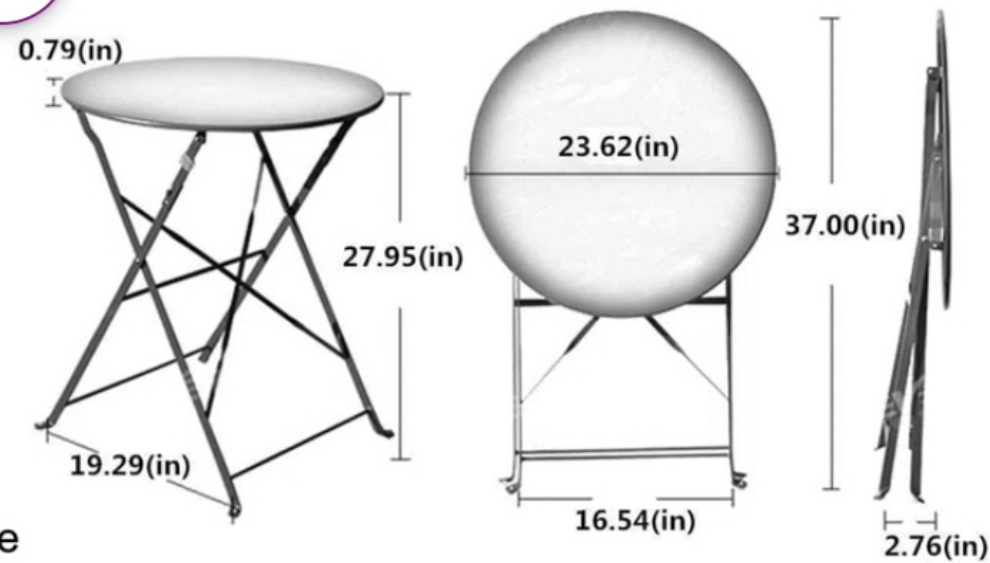
PARKLET PROPOSAL LAYOUT



Chair



Table



Round Outdoor Dining Table
Table Size: 24" x 24"

Table Size	Table Height	Table Width	Table Depth
24" x 24"	27.95"	19.29"	19.29"
30" x 30"	27.95"	24.61"	24.61"
36" x 36"	27.95"	30.93"	30.93"



Home / Outdoor & Patio Furniture / Patio Furniture Sets / Patio Dining Sets / Two Person Patio Dining Sets / SKU: W002022734

Leen Round 2 - Person 23.62" Long Bistro Set

See More by [Latitude Run®](#)

★★★★★ 4.8 [261 Reviews](#)

\$187.99 ~~\$200.99~~ **6% Off**

\$40 OFF your qualifying first order of \$250+¹ [with a Wayfair credit card](#)

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Select Color: Blue



Number of People Set Accommodates	2
Chairs Included	Yes
Number of Chairs Included	2
Chair Outer Frame Material	Metal
Chair Outer Frame Metal Type	Steel
Chair Outer Frame Material Details	powder-coated steel
Chair Seat/Back Material	Metal
Chair Seat/ Back Material Details	powder-coated steel
Chair Features	Folding Chairs
Reclining	No
Table Material	Metal
Table Material Details	powder-coated steel
Table Metal Type	Steel
Table Top Material	Metal
Table Features	Folding Table



Chairs

Qty: 2



Table



Folding Table



Folding Chairs



Assembly Level:
No Assembly
Required



Weight
Capacity: 300

Warranty Length

60 Days

Charlevoix Downtown Development Authority and Main Street New Business

Title: Bridge Park Building: Restroom Signage & Awning Replacement

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

Last year, when we purchased new Restroom Signs to match our wayfinding signs, we forgot about the public restrooms at the Bridge Park building. Ongoing discussions and feedback received from business owners has revealed that despite the number of facilities, they are still difficult to find for members of the general public. Last year, we added restrooms to Google Maps. They are also marked on our downtown maps. We are currently trying to locate the stencil that was used to paint directional signage on the sidewalks to help people find the restrooms so they can be reapplied. The Chamber even created a handy graphic that could be shared and displayed easily on business entrances, helping people find the restrooms. We've heard that permanent directional signs are needed for the Bridge Park restrooms, especially since they are the only ones that remain open year round (aside from City Hall). Attached is an estimate for 2 signs that would match the others that were installed last year.

Additionally, the awning over the main shared entrance into the lobby of the Bridge Park building is in bad shape and needs to be replaced. Attached is an estimate along with the section of our lease with BIBCO that covers who is in charge of general maintenance.

You'll see that it says:

"The Repair Match will not extend to repair and maintenance... related to the Common Area, including the public restrooms, as the sole responsibility for each of the foregoing shall be that of the City."

At this point, we still have \$2,628 left in the Bridge Park Building Maintenance fund. We are also now collecting rent from two tenants and we had not budgeted for any income from the property this year. So far this year we have collected \$4,775.00.

Recommendation:

Motion to purchase two restroom signs for \$179.62 for placement near the Bridge Park Building public restrooms.

Motion to replace the awning on the Bridge Park Building for \$4,005.

Attachments:

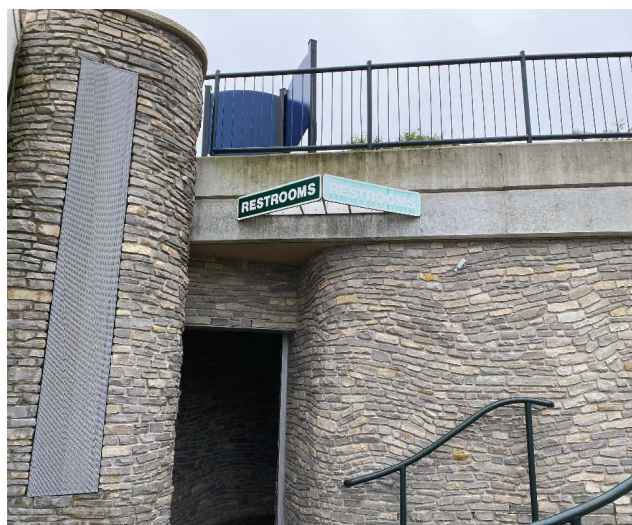
1. Restroom Signs PROOF
2. Pro Image Design Estimate
3. Awning Quote
4. BIBCO Lease Excerpt

Harbor Master: (1) 6.5x36" on 6mm ACM

Band Shell: (2) 8.5x38.5" on 3mm ACM

RESTROOMS

RESTROOMS



Band Shell (2) 6.5x36" on 6mm ACM
to be placed back-to-back

RESTROOMS

RESTROOMS



PLEASE CHECK ALL INFORMATION CAREFULLY



TRAVERSE CITY • PETOSKEY • TORCH RIVER • 231-322-8052

CLIENT:	DESCRIPTION:	APPROVED BY:	APPROVAL DATE:
City of Charlevoix	Restroom Signs		

Pro Image Design will make changes ONE time after production of initial concept, from that point any revisions will be billed at \$85 per hour.

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Pro Image Design, Inc.

331 South Airport Rd
 Traverse City, MI 49686
 Ph: (231) 322-8052
 Email: alan@proimagedesign.net
 Web: http://www.proimagedesign.net

Estimate #: 99348

Page 1 of 1

Created Date:	7/21/2022 11:15:22AM	Prepared For:	CITY OF CHARLEVOIX
Salesperson:	Jodi Denike	Contact:	Lindsey Dotson
Email:	jodi@proimagedesign.net	Office Phone:	(231) 547-3257
Not Specified:	(231) 322-8052	Office Fax:	(231) 547-8494
		Email:	lindseyd@charlevoixmi.gov
Entered by:	Jodi Denike	Address:	210 STATE ST. CHARLEVOIX, MI 49720

Description: Restroom Signs

		Quantity	Unit Price	Subtotal
1	Product: Roll Sign Print Description: Restroom Signs • 2- 6.5 in x 36 in Single Sided Print(s) made from 3M IJ40C-10R Cal. 54" stock material • Mounted on: Alupanel 6mm White 48 x 96, MultiCam 1000 • Laminated with 3M 8509 Luster 54" Calendar on face	2	\$89.81	\$179.62

Notes

Estimate Good for 30 Days
 Order subject to a 2.5% fee when a credit card is used as payment.

Estimate Total: \$179.62
Subtotal: \$179.62
Total: \$179.62

Payment Terms: Due Upon Receipt

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Other: _____

☐ Changes required, please contact me.

SIGN: _____ **Date:** ____ / ____ / ____

Print Date: 7/21/2022 3:59:17PM

MURRAY'S CREATIONS CUSTOM CANVAS

13320 Sherwood lane
CHARLEVOIX, MI. 49720
PHONE: 231-675-1470

DATE 6/9/22

CUSTOMER: LINDSEY NELSON City of CNX

CUSTOMER PHONE

547-3257

JOB DESCRIPTION:

LARGE AWNING Replacement By BENJAMIN NELSON

MATERIALS

SUN BELLAS CANVAS
TEAR DOWN
INSTALL
HARDWARE
KEEPER WELT

DEPOSIT REQUIRE: _____

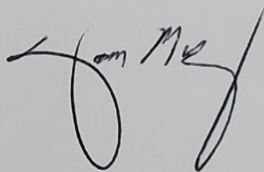
\$ 2122.65

BALANCE DUE ON COMPLETION: _____

\$ 2122.65

TOTAL COST: _____

4005 + TAX = 4245.30



CUSTOMER SIGNATURE: _____

15. **REPAIRS AND MAINTENANCE.** During the term of this Agreement, BIBCO will, for each occurrence, cover Five Hundred Dollars (\$500.00) of the repair, maintenance or replacement costs specified herein, in order to keep said Premises in as good repair as when taken ("Repair Match"). The amount of the Repair Match will increase by \$100.00 upon each renewal of this Lease which is effected pursuant to Paragraph 5 above. The Repair Match will not extend to repair and maintenance costs (i) related to warranty items associated with the construction of the Bridge Park project, (ii) associated with vandalism or (iii) related to the Common Area, including the public restrooms, as the sole responsibility for each of the foregoing shall be that of the City. Repairs and maintenance within the Premises shall include interior walls, ceilings, floors, windows and its attachments, doors and its attachments and plumbing and their attachments. The City will cover that portion of the above mentioned expenses exceeding the Repair Match and shall supervise any repairs which exceed the Repair Match. Exceptions to this paragraph are:

- A. **Office Building.** Heating and air conditioning system are entirely the responsibility of the City to maintain. The main door entrance to the Common Area and the glass area on the east wall of the Common Area is BIBCO's responsibility to clean. BIBCO shall additionally possess the responsibility to maintain the main door entrance to the Common Area, except for damage resulting from vandalism.
- B. **Storage Building and Dock Facilities.** BIBCO shall be responsible for 100% of the repair, maintenance and alterations on the two ramps and all pilings, except and to the extent that the same is occasioned by virtue of City mandated use and occupancy by third parties, pursuant to Paragraph 20 below. BIBCO shall be further responsible for 100% of the repair, maintenance and alterations of the storage building, except with respect to the roof of the storage building, for which the City shall have sole responsibility for repair, maintenance and alterations.

16. **STRUCTURAL MAINTENANCE.** The City, after receiving notice from BIBCO and having reasonable opportunity thereafter to obtain the necessary workmen therefor, agrees to keep in good order and repair of all structural portions of the Leased Premises, including the exterior structural walls, roof and foundation, damage thereto by BIBCO excluded. The City may enter the Premises at reasonable times to make any repairs deemed by the City essential to the use and occupancy of other parts of the City's building. City shall take precautions to not unnecessarily interfere with or restrict BIBCO's use and occupancy of the Premises.

17. **ALTERATIONS.** BIBCO shall not make any alterations, additions or improvements to said Premises without the City's prior written consent which consent shall not be unreasonably withheld. All alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable office furniture and trade fixtures put in at the expense of BIBCO, shall be the property of the City. All contractors and/or technicians performing any work for BIBCO that shall affect any part of the City's building including the Leased Premises must be referred to City for approval before performing such work. City shall not be held responsible for repairing or maintaining alterations, additions or improvements installed by BIBCO or its workmen.

18. **INDEMNIFICATION/INSURANCE.** BIBCO shall save the City harmless from any and all damages and liability to third parties for anything and everything whatsoever arising out of or relating to the use or occupancy of the leased premises by BIBCO, its agents or employees, except for

Charlevoix Downtown Development Authority and Main Street Old Business

Title: Wayfinding Sign Update

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

ProlImage Design removed the wayfinding sign pointing toward Boulder Park on Park Avenue and have it in their shop until we determine an appropriate re-use of the sign. Since the sign is not large enough to be placed on US31 or M66 a location on a city street needs to be identified. I meet with them on July 22nd to brainstorm possibilities and will share any outcomes of our discussion at the next DDA Board meeting.

Recommendation:

No action is necessary at this time.

Attachments:

None

Charlevoix Downtown Development Authority and Main Street Old Business

Title: Big Belly Information

Date: July 25, 2022

Presented By: Lindsey Dotson, Main Street DDA Director

Background:

During the June 27th DDA meeting, a tentative financial contribution from the DDA of \$25,000 was voted on and passed to support the purchase of additional Big Belly trash/recycling bins. After the meeting, City Manager Heydlauff discussed the topic with Public Works Superintendent Pat Elliot and made the recommendation that 4 high capacity, solar-powered, self-compacting double units with software be purchased to greatly improve efficiency with overall removal of garbage in downtown. Attached are four estimates, outlining the purchase of 4 outright, leasing 4, and then purchasing 5 outright and leasing 5. The 2nd option was presented because there is a cost break that applies to orders of 10 units or more (or 5 double units).

Purchase 4: \$39,215.00

Lease 4: \$941.60 per month for 60 months (\$56,496 total)

Purchase 5: \$45,625.00 (reflecting 2% discount)

Lease 5: \$1043.30 per month for 60 months (\$62,598 total)

The leasing option is not a lease-to-own scenario.

At some point starting in August of 2021, an unofficial offer that the city might be able to pay for half was presented. The board at that time decided to consider this for the 2022-23 budget. During our budget work session in November, this was mentioned as a possible purchase that could be made using the money in our fund balance.

During the June 2022 meeting, the board also agreed to hold off on hiring a consultant for the TIF Plan Renewal, which was another possible item that fund balance dollars could pay for. With that off the table for now, it gives a bit of wiggle room for this purchase.

Recommendation:

Motion to approve the purchase of _____ Big Belly double units for installation in the spring of 2023.

Attachments:

1. Q40612-1 Charlevoix connect 7-6-22
2. Q40612-2 Charlevoix connect 7-7-22
3. Q40613-1 Charlevoix 7-6-22
4. Q40613-2 Charlevoix 7-7-22



Executive Summary Proposal

CITY OF CHARLEVOIX

Program Overview

Connect LX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect LX 60 Month Term	
System Software - CLEAN Management Console Licenses for Full Term - CLEAN Mobile Software Licenses for Full Term	Automated System Monitoring Automated System Diagnostics and Alerts
Equipment/Hardware Custom Configuration as Detailed Below	Cleaning and Inspection - Annual Comprehensive Station Cleaning - Annual Station Inspection
Station Installation On-Site Installation for Stations	Warranty - Hardware Parts Warranty for Full Term - Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training - CLEAN Software Account Setup - System Training & Onboarding	Customer Support Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
4 HC5/HC5 with HC Foot Pedal	
Total Monthly System Cost	
\$941.60	

One Time Fees	
(2) Boxes of HC Bags (Box of 50)	\$77.00
(1) Box of HC Clear Compactor Bags (Box of 50)	\$68.00
Shipping	\$2,110.00

¹Pricing is valid for 60 days from July 6, 2022.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.



Executive Summary Proposal

CITY OF CHARLEVOIX

Program Overview

Connect LX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

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System Software - CLEAN Management Console Licenses for Full Term - CLEAN Mobile Software Licenses for Full Term	Automated System Monitoring Automated System Diagnostics and Alerts
Equipment/Hardware Custom Configuration as Detailed Below	Cleaning and Inspection - Annual Comprehensive Station Cleaning - Annual Station Inspection
Station Installation On-Site Installation for Stations	Warranty - Hardware Parts Warranty for Full Term - Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training - CLEAN Software Account Setup - System Training & Onboarding	Customer Support Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
5 HC5/HC5 with HC Foot Pedal	
Total Monthly System Cost	
\$1,043.30	

One Time Fees	
(2) Boxes of HC Bags (Box of 50)	\$77.00
(1) Box of HC Clear Compactor Bags (Box of 50)	\$68.00
Shipping	\$2,580.00

¹Pricing is valid for 60 days from July 7, 2022.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.



July 6, 2022
Quote Number: Q40613-1
JE / JE

Prices valid for 60 days from above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Josh Erhard Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 (617) 548-4591 jerhard@bigbelly.com	City of Charlevoix 210 State Street Charlevoix, MI 49720	City of Charlevoix 210 State Street Charlevoix, MI 49720

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
4	HC5/HC5 Double Station with HC Foot Pedal, Five Year Warranty, and Five Year CLEAN Software	\$36,960.00
2	HC Waste Liner Bags (box of 50)	\$77.00
1	HC Clear Compactor Liner bags (box of 50)	\$68.00

Shipping & Handling (one time): \$2,110.00

Purchase Option	Total System Cost*:	\$39,215.00 USD
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* Total does not include applicable sales or use taxes.

Sincerely, Josh Erhard
Bigbelly Solar, LLC

Wire Transfer Info: Middlesex Savings Bank. ▪ Acct Name: Big Belly Solar LLC ▪ Account # 166849558 ▪ Routing # 2113712270 ▪ Int'l Swift # MDSXUS3N

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____

TERMS AND CONDITIONS OF SALE

Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Limited Warranty, set forth in Attachment B and incorporated herein by reference.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.

20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A
ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

ATTACHMENT B
BIGBELLY LIMITED WARRANTY

Limited Warranty

Big Belly Solar, LLC. ("Bigbelly") provides this limited warranty ("Warranty") to original purchasers (and transferees, as provided below) of new and certified used Bigbelly high capacity and/or standard capacity stations ("Stations"), separately purchased and Bigbelly-authorized component parts ("Parts"), products sold by Bigbelly for use with a Bigbelly Station (Accessories), and any repair performed by Bigbelly on a Station, Part or Accessory pursuant to this Warranty ("Service Repair") purchased in and situated in the United States.

The term, "original purchaser", as used herein, means the first retail purchaser who acquires the new and certified used station(s), Part or Accessory from Bigbelly or an authorized service provider. The term, "purchaser", as used herein, refers to the original purchaser and to any person who acquires the station(s), Parts, Accessories, and Service Repair during the period of Warranty coverage and so notifies Bigbelly in writing of the purchase within ten (10) days of acquiring the station(s).

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants a new or certified used Station, battery and Parts against defects in materials and workmanship for a period of one (1) year from date of shipment from Bigbelly to the original purchaser.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants Accessories and all other components of a new or certified used Station against defects in materials and workmanship as follows: (i) Non-consumable Accessories currently sold by Bigbelly – one (1) year from date of shipment from Bigbelly to the original purchaser and (ii) Consumable Accessories currently sold by Bigbelly – thirty (30) days from receipt.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants all Service Repair against defects in materials and workmanship for a period of one (1) year from date of such performance of Services by Bigbelly.

Bigbelly offers no guarantee or warranty of any type on factory or field applied wraps. Bigbelly shall solely determine whether the cause of any failure is a Part or a Service Repair. During the applicable Warranty period, Bigbelly shall, within a reasonable period of time, repair or replace, at its election, the defective component of the Station with new or reconditioned Parts of the same or similar style and with upgraded software, if appropriate, subject to the exclusions, limitations, and conditions stated herein. Any component replaced during the applicable Warranty period will qualify for repair and replacement for the balance of the original applicable Warranty. Bigbelly may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, Parts or Accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Bigbelly.

This Warranty does not cover damage to a Bigbelly Station, Part or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, vandalism, collision, fire, immersion in water; or otherwise using the Station, Part or Accessory contrary to the instructions and warnings contained in the user materials issued by Bigbelly (the "User Materials"); altering or modifying the Station, Part or Accessory; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Station, Part or Accessory; damage caused by use of non-Bigbelly parts or accessories; improper charging of the Bigbelly battery; or shipping with methods other than those recommended by Bigbelly. See the User Materials for proper use, maintenance, and charging of a Station, Part or Accessory.

To obtain repair under this Warranty, the purchaser must contact Bigbelly or an authorized service provider within the applicable Warranty period. If you are unable to contact your local authorized service provider, you may contact Bigbelly toll free at (888-820-0300). When contacting the authorized service provider or Bigbelly, be prepared to describe the problem, provide pictures where applicable as well as provide proof of purchase, and serial number of the Bigbelly Station. If the purchaser is unable to resolve the problem with the assistance of the authorized service provider, and if this Warranty applies, the authorized service provider will contact the Bigbelly Service Center to determine the procedure to be followed to repair the Station, Part or Accessory, which may include replacement, at Bigbelly's election.

Bigbelly may provide purchaser with a Return Materials Authorization number ("RMA#"). Purchaser shall then deliver the defective Station, Part or Accessory to Bigbelly or an authorized service provider, (as instructed by Bigbelly), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. If the

returned Station, Part or Accessory is defective and this Warranty applies, Bigbelly (or an authorized service provider) shall, within a reasonable period of time, repair the Station, or repair or replace the defective Part or Accessory. Purchaser shall then pick up the repaired Station, or repaired or new or reconditioned Part or Accessory, from Bigbelly or authorized service provider. Purchaser shall pay the cost of shipping to Bigbelly or authorized service provider or other service provider and purchaser shall bear the risk of loss during shipping for any Bigbelly defective Part or Accessory for which purchaser claims this Warranty applies. If this Warranty applies, Bigbelly shall be responsible for paying the cost of shipping to the authorized service provider or purchaser when returning the station, replacement part, or Accessory. Bigbelly obligations and liability for any defects in any station, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Bigbelly neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a station, component part, Accessory, Service Repair, or this Limited Warranty.

Bigbelly is not responsible for any loss of use of a Station, Part or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Station, Part, Accessory or Service Repair or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Station, Part, Accessory or Service Repair. Without limiting any other exclusion herein, Bigbelly does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) and circuit board(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used. This includes, but is not limited to, obsolescence resulting from changes to wireless telecom networks or any other technology.

Optional Extended Warranty Coverage

Extended warranty coverage ("Extended Warranty") on Bigbelly products can be purchased in various increments directly from Bigbelly at the time of the original order. Not all Bigbelly products are eligible for Extended Warranty coverage. Extended Warranty coverage provides the original purchaser an extension of the same level of coverage as the original product Warranty for an additional period, with the exception of coverage for batteries. If you have purchased the Extended Warranty, and it is determined by Bigbelly's Customer Support that your original product requires replacement or repair, the remaining balance of time under the Extended Warranty will also cover the replacement product(s), provided the replacement part is provided by Bigbelly. The Warranty period for the replacement part or repair, including any Extended Warranty period thereof, is calculated from the date of your original product purchase.

THIS WARRANTY AND EXTENDED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO BIGBELLY STATIONS, PARTS, ACCESSORIES AND SERVICE REPAIR. BIGBELLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS WARRANTY OR EXTENDED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

Shipping Terms

Products ship ex works or FOB origin. Please protect your investment against shipping damages and assuming liability by inspecting products upon delivery before signing for them with the shipping company.



July 7, 2022
Quote Number: Q40613-2
JE / JE

Prices valid for 60 days from above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Josh Erhard Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 (617) 548-4591 jerhard@bigbelly.com	City of Charlevoix 210 State Street Charlevoix, MI 49720	City of Charlevoix 210 State Street Charlevoix, MI 49720

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
5	HC5/HC5 Double Station with HC Foot Pedal, Five Year Warranty, and Five Year CLEAN Software	\$42,900.00
2	HC Waste Liner Bags (box of 50)	\$77.00
1	HC Clear Compactor Liner bags (box of 50)	\$68.00

Station pricing includes 2.5% volume discount based on quantity 10 components.

Shipping & Handling (one time): \$2,580.00

Purchase Option	Total System Cost*:	\$45,625.00 USD
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* Total does not include applicable sales or use taxes.

Sincerely, Josh Erhard
Bigbelly Solar, LLC

Wire Transfer Info: Middlesex Savings Bank. ▪ Acct Name: Big Belly Solar LLC ▪ Account # 166849558 ▪ Routing # 2113712270 ▪ Int'l Swift # MDSXUS3N

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: _____	Title: _____
Print Name: _____	Date: _____

TERMS AND CONDITIONS OF SALE

Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

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2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Limited Warranty, set forth in Attachment B and incorporated herein by reference.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.

20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A
ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

ATTACHMENT B
BIGBELLY LIMITED WARRANTY

Limited Warranty

Big Belly Solar, LLC. ("Bigbelly") provides this limited warranty ("Warranty") to original purchasers (and transferees, as provided below) of new and certified used Bigbelly high capacity and/or standard capacity stations ("Stations"), separately purchased and Bigbelly-authorized component parts ("Parts"), products sold by Bigbelly for use with a Bigbelly Station (Accessories), and any repair performed by Bigbelly on a Station, Part or Accessory pursuant to this Warranty ("Service Repair") purchased in and situated in the United States.

The term, "original purchaser", as used herein, means the first retail purchaser who acquires the new and certified used station(s), Part or Accessory from Bigbelly or an authorized service provider. The term, "purchaser", as used herein, refers to the original purchaser and to any person who acquires the station(s), Parts, Accessories, and Service Repair during the period of Warranty coverage and so notifies Bigbelly in writing of the purchase within ten (10) days of acquiring the station(s).

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants a new or certified used Station, battery and Parts against defects in materials and workmanship for a period of one (1) year from date of shipment from Bigbelly to the original purchaser.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants Accessories and all other components of a new or certified used Station against defects in materials and workmanship as follows: (i) Non-consumable Accessories currently sold by Bigbelly – one (1) year from date of shipment from Bigbelly to the original purchaser and (ii) Consumable Accessories currently sold by Bigbelly – thirty (30) days from receipt.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants all Service Repair against defects in materials and workmanship for a period of one (1) year from date of such performance of Services by Bigbelly.

Bigbelly offers no guarantee or warranty of any type on factory or field applied wraps. Bigbelly shall solely determine whether the cause of any failure is a Part or a Service Repair. During the applicable Warranty period, Bigbelly shall, within a reasonable period of time, repair or replace, at its election, the defective component of the Station with new or reconditioned Parts of the same or similar style and with upgraded software, if appropriate, subject to the exclusions, limitations, and conditions stated herein. Any component replaced during the applicable Warranty period will qualify for repair and replacement for the balance of the original applicable Warranty. Bigbelly may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, Parts or Accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Bigbelly.

This Warranty does not cover damage to a Bigbelly Station, Part or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, vandalism, collision, fire, immersion in water; or otherwise using the Station, Part or Accessory contrary to the instructions and warnings contained in the user materials issued by Bigbelly (the "User Materials"); altering or modifying the Station, Part or Accessory; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Station, Part or Accessory; damage caused by use of non-Bigbelly parts or accessories; improper charging of the Bigbelly battery; or shipping with methods other than those recommended by Bigbelly. See the User Materials for proper use, maintenance, and charging of a Station, Part or Accessory.

To obtain repair under this Warranty, the purchaser must contact Bigbelly or an authorized service provider within the applicable Warranty period. If you are unable to contact your local authorized service provider, you may contact Bigbelly toll free at (888-820-0300). When contacting the authorized service provider or Bigbelly, be prepared to describe the problem, provide pictures where applicable as well as provide proof of purchase, and serial number of the Bigbelly Station. If the purchaser is unable to resolve the problem with the assistance of the authorized service provider, and if this Warranty applies, the authorized service provider will contact the Bigbelly Service Center to determine the procedure to be followed to repair the Station, Part or Accessory, which may include replacement, at Bigbelly's election.

Bigbelly may provide purchaser with a Return Materials Authorization number ("RMA#"). Purchaser shall then deliver the defective Station, Part or Accessory to Bigbelly or an authorized service provider, (as instructed by Bigbelly), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. If the



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returned Station, Part or Accessory is defective and this Warranty applies, Bigbelly (or an authorized service provider) shall, within a reasonable period of time, repair the Station, or repair or replace the defective Part or Accessory. Purchaser shall then pick up the repaired Station, or repaired or new or reconditioned Part or Accessory, from Bigbelly or authorized service provider. Purchaser shall pay the cost of shipping to Bigbelly or authorized service provider or other service provider and purchaser shall bear the risk of loss during shipping for any Bigbelly defective Part or Accessory for which purchaser claims this Warranty applies. If this Warranty applies, Bigbelly shall be responsible for paying the cost of shipping to the authorized service provider or purchaser when returning the station, replacement part, or Accessory. Bigbelly obligations and liability for any defects in any station, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Bigbelly neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a station, component part, Accessory, Service Repair, or this Limited Warranty.

Bigbelly is not responsible for any loss of use of a Station, Part or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Station, Part, Accessory or Service Repair or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Station, Part, Accessory or Service Repair. Without limiting any other exclusion herein, Bigbelly does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) and circuit board(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used. This includes, but is not limited to, obsolescence resulting from changes to wireless telecom networks or any other technology.

Optional Extended Warranty Coverage

Extended warranty coverage ("Extended Warranty") on Bigbelly products can be purchased in various increments directly from Bigbelly at the time of the original order. Not all Bigbelly products are eligible for Extended Warranty coverage. Extended Warranty coverage provides the original purchaser an extension of the same level of coverage as the original product Warranty for an additional period, with the exception of coverage for batteries. If you have purchased the Extended Warranty, and it is determined by Bigbelly's Customer Support that your original product requires replacement or repair, the remaining balance of time under the Extended Warranty will also cover the replacement product(s), provided the replacement part is provided by Bigbelly. The Warranty period for the replacement part or repair, including any Extended Warranty period thereof, is calculated from the date of your original product purchase.

THIS WARRANTY AND EXTENDED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO BIGBELLY STATIONS, PARTS, ACCESSORIES AND SERVICE REPAIR. BIGBELLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS WARRANTY OR EXTENDED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

Shipping Terms

Products ship ex works or FOB origin. Please protect your investment against shipping damages and assuming liability by inspecting products upon delivery before signing for them with the shipping company.