

AGENDA
Charlevoix Downtown Development Authority and Main Street
Board of Directors

January 23, 2017 5:30pm
City Hall Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Inquiry into Potential Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- a. Minutes of the December 20, 2016 Board Meeting
- b. Committee Meeting Minutes
- c. Main Street Monthly Report for December 2016
- d. Michigan Main Street Program Community Requirements and Expectations Agreement – Selected Level – MEDC
- e. Trademark Sublicense Agreement – National Main Street Center
- f. Transformation Strategic Planning & Alignment Visit – March 8-9, 2017

6. Reports

- a. Director's Report
- b. Branding Update
- c. Wayfinding Signage Update

7. Old Business

- a. Draft DDA Budget 2017-18

8. New Business

- a. Application Based Services – Market Study Update & Business Recruitment Training
- b. Agreement with Bill's Farm Market – Christmas Decorations
- c. Snowmelt System – Antrim Street

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at

the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

Posted January 19, 2017 4:00 pm

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET BOARD MINUTES
Tuesday, December 20, 2016 at 5:30 p.m.
210 State Street, City Hall, Second Floor Council Chambers, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Dan Barron

Members Present: Luther Kurtz, Kirby Dipert, Dianne DuPont, Fred DiMartino, John Kurtz, John Yaroch, Rick Wertz

Members Absent: Tami Gillespie

City Staff: Mark Heydlauff, City Manager; Lindsey Dotson, Main Street Executive Director

4. Inquiry into Potential Conflicts of Interest

Mayor Kurtz stated that he had a conflict of interest with the Liquor License item and he would recuse himself. Member Kurtz and Chair Barron stated that they would abstain from the Liquor License vote as well.

5. Consent Agenda

- a. Minutes of the November 28, 2016 Board Meeting
- b. Committee Meeting Minutes
- c. Main Street Monthly Report for November 2016
- d. 2017 DDA/Main Street Board Meeting Calendar

Motion by Member Kurtz, second by Mayor Kurtz to approve the Consent Agenda as presented. Motion passed by unanimous voice vote.

6. Reports

a. Director's Report

Director Dotson stated that she keeps track of volunteer hours and reports the number of hours to the Michigan Main Street Board each month. The hours were broken down by Board and Committee member hours.

b. Branding Update

Director Dotson reported that the timeline from A5 Branding & Digital was modified slightly. She stated that today they received the final draft of the survey that was sent out to over 8,000 people in various cities in the Midwest. She stated that the Convention & Visitors Bureau offered an incentive to solicit responses to the survey (a drawing for a free night's stay and dinner in Charlevoix.) She stated the survey link would be sent out by email, be located on their Facebook page and City webpage. A5 was taking care of the majority of the distribution of the survey because it is externally focused. Director Dotson noted that the community engagement events are the chance for local voices to be heard and are scheduled for Tuesday, January 17th at 5:00 p.m. at the Brewery and January 18th at the Library at 7:00 p.m.

c. Wayfinding Signage Update

Director Dotson reported that Pro Image Design will attend the next Design Committee meeting on January 3rd. They have put together a preliminary plan for placement of the wayfinding signage in downtown Charlevoix.

Chair Barron suggested re-ordering the agenda to facilitate a full Board vote regarding the liquor license.

Motion by Member Dipert, second by Member Wertz to change the order of the agenda to discuss item 8-b next. Motion passed with five members in favor, while Chair Barron, Mayor Kurtz, and Member Kurtz abstained.

Liquor License – Cantina Restaurant Group, LLC

Chair Barron, Mayor Kurtz and Member Kurtz stepped down from the dais. City Manager Heydlauff gave a brief summary of the City Code, Chapter 77, which spells out the various types of liquor licenses. He stated that the redevelopment liquor license application package was determined to be complete by the City Clerk. He commented that the proposed project would help breathe life into an otherwise abandoned structure. City Manager Heydlauff responded to questions from the Board members and explained that pursuant to the Ordinance the DDA needed "a

written recommendation by the DDA Board regarding whether the application meets the standards of the City Code for the issuance of the Redevelopment Liquor License and the reasons for the DDA's recommendation."

Motion by Member Yaroch, second by Member DiMartino that the DDA recommend approval of this Liquor License application by the Cantina Restaurant Group, LLC to the City Council pursuant to our goals as established in the Main Street Program. Motion passed by a roll call vote with five members in favor of the motion, while Chair Barron, Mayor Kurtz, and Member Kurtz abstained.

Chair Barron, Mayor Kurtz and Member Kurtz returned to the dais.

7. Old Business

a. Baseline Assessment Overarching Goals

Director Dotson stated that she wanted to confirm the May 2015 Overarching Goals were still a priority with the DDA and the Board did not have any changes. She explained that Michigan Main Street representatives will be returning to Charlevoix for two days of Strategy Development/Alignment/Organizational Structure on March 8-9, 2017. Chair Barron commented that Michigan Main Street was looking to break out of rigid adherence to the four-committee structure and form additional ad-hoc committees.

8. New Business

a. Draft Budget

Director Dotson stated that there were several unplanned expenditures during the year but with the vacancy in the Director's position everything balanced out. She noted a couple of new expenses included the ongoing HVAC maintenance of the Bridge Street Park building and the new sound board for the pavilion to enhance their summer concert series. She indicated that she did not include numbers that would phase in the implementation of the wayfinding signs. Chair Barron stated that \$40,000 was a ballpark figure depending on how quickly the Board wants to implement the signage and this item will be included in the next draft of the budget.

City Manager Heydlauff felt it would be helpful during this budget process for the Board to set a number that they are comfortable with such as \$40,000-\$50,000 per year and give that budget to the wayfinding company for them to develop a three-year plan. The proposal from Pro Image for the design process was approved in October for full implementation estimated at \$200,000 including the replacement of all four "Welcome to Charlevoix the Beautiful" entry signs. City Manager Heydlauff recommended that the Board give some feedback to the Design Committee so they know how much the Board is willing to spend each year on the implementation phase.

Member Wertz felt that Pro Image's list of 60 points of interest was unrealistic and should be narrowed down. He also felt that wayfinding signage should be all downtown with very few signs pointing to things outside the City. City Manager Heydlauff questioned "how far out do we go?" He felt that it was important for the Board to give clear direction to the Committee and the dollar value of resources that the Board was willing to put into the wayfinding project.

Member Yaroch felt that they were approaching this backwards and he questioned whether the Board hired Pro Image Design to put together the plan including costs. City Manager Heydlauff responded that they were not looking specifically at their proposals right now, but rather coming up with a dollar amount to include in the new budget for the first implementation phase. Discussion followed regarding the process for implementation of the wayfinding signs, concentration on locations in the downtown district the first year, the multi-year funding level, amount to include in the new budget, wayfinding signage priorities, and the State approval process. Member Wertz felt that the full Board should have a copy of the list of 60 points of interest that Pro Image developed.

Member Dipert left the meeting at this time.

City Manager Heydlauff indicated that the list would be cut down quite a bit by the January 3rd Design Committee meeting. He stated that they were considering signage outside the district that points to locations within the district. Member Dupont stated that the Design Committee needed a dollar amount to work with right from the beginning. Director Dotson stated that next year she would like for them to set the tone for the rest of the year every time they set a budget so the Committees know what dollar amounts they must work with for the year.

Discussion continued regarding specific line items within the proposed budget, and a dollar amount per year for implementation of the wayfinding signage. Chair Barron recalled that Staff suggested an amount of \$40,000–\$50,000 for the first year's implementation. Member Yaroch stated that he was more comfortable with \$25,000 per year. Chair Barron stated that he wanted to see what Pro Image and the Design Committee prioritize up to \$50,000. Discussion continued regarding the amount of funding to allocate each year.

Motion by Member DiMartino, second by Member Wertz to allocate \$50,000 in the new budget as a potential upside or limit on what could be expended on implementation of the first phase of the wayfinding signage program.

Maureen Owens commended the Board for being financially responsible and stated it would behoove the Committee to make sure that something actually happens.

Member Kurtz stated that he would encourage the Design Committee to approach different institutions for donations to come up with the \$50,000. Mayor Kurtz suggested that they could set a goal of \$20,000 to come from donations. Member Yaroch stated that there were a lot of entities that would be direct beneficiaries from the signage downtown and he wanted to look at it from a business perspective. Chair Barron stated he thought timing is not an emergency, but he felt there was some urgency to this as people needed to see some results from Main Street.

Mayor Kurtz questioned if it would be possible to include \$10,000 as donations in the revenue side of the budget to assist in fundraising for the wayfinding implementation toward the \$50,000 cost.

Motion passed by unanimous roll call vote.

b. Liquor License

Item discussed earlier in the meeting.

9. **Public Comment**
None.

10. **Request for Future Agenda Items**
None.

11. **Board Comments**
Chair Barron read a letter of resignation from Member John Kurtz effective immediately which stated that his schedule does not allow him to attend the next three meetings. He said Member Kurtz believed it was necessary to be an active participant in discussion and projects.

12. **Adjourn**
Motion by Member Kurtz, second by Member DiMartino to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 6:39 p.m.

Joyce Golding/fgm

City Clerk

Dan Barron

Chair



Charlevoix Main Street Design Committee

Minutes

Tuesday, December 6th, 2016

- I. **Call to Order:** The meeting was called to order at 4:00pm by John Campbell.
- II. **Roll Call:**
 - a. **Members present include:** Linda Adams, Rich Bergmann, John Campbell, Gail DeMeyere, Gerard Doan, Tim Fore, LuAnn Keinath, David Miles, Rick Wertz, Paul Weston, Amanda Wilkin, Mark Heydlauff.
 - b. **Public:** None
- III. **Inquiry Regarding Possible Conflicts of Interest:** John Campbell stated that he had a conflict of interest related to the 'Lights on the Round' project. His company helped to put up the lights and donated funds to cover the ~\$5,000 shortfall present after accounting for donations. The total cost was \$18,500, \$13,400 was raised by donations.
- IV. **Approval of Minutes:** November 1st, 2016 minutes approved as presented.
- V. **Approval of Agenda:** John Campbell requested to add under New Business: b. An Idea.
- VI. **Old Business:**
 - a. **Summary of DDA Meeting:** The DDA approved the concept of the Charlevoix Cultural Corridor. Lindsey Dotson assumed her position as the Main Street/DDA Executive Director last week.
 - b. **Main Street Design Guidelines:** Rick Wertz has spoken with Lindsey Dotson, who has a background in historic preservation, about the design guidelines, and will be meeting with her again about the project shortly.
 - c. **Wayfinding and Cultural Corridor:** The list of potential destinations to consider that was put together by Pro Image Design was passed out and considered by the Design Committee.
 - i. David Miles pointed out that the Historical Museum was not on the list. Mark Heydlauff thought that Big Rock Point should be removed, as there is currently nothing there.
 - ii. Paul Weston asked if it was necessary to point out the bandshell, as it is a rather high visibility structure in town.

- iii. Mark Heydlauff thought that Channel Walkways could be removed in favor of just directing towards the lighthouse.
- iv. Mark Heydlauff thought City Hall could be removed and replaced with just Police Department or City Hall/Police Department.
- v. Community Pool was thought to be a maybe for leaving on the list, and Chamber of Commerce and Convention and Visitors Bureau could be simplified to just Chamber/Visitors Center.
- vi. Mark Heydlauff thought County Building could be eliminated, as visitors have little, if any, reason to go there, several other members disagreed and stated they get questions asking for help finding the building.
- vii. The Committee believed that Depot and Depot Beach could be consolidated to something like Historic Depot and Beach.
- viii. The Committee was in favor of removing Boulder Park and Earl Young Historic District, and replacing them with Mushroom Houses.
- ix. The word Avenue should be removed from Ferry Avenue Beach.
- x. Greensky Church should be renamed to Greensky Hill if it is included in the final product.
- xi. Harbormaster Building should be listed as City Marina. Industrial Park should be renamed Business Park.
- xii. Michigan Beach Park should be Lake Michigan Beach Park. Bike Trails could be removed from the list and separated into Lake to Lake Trail and Little Traverse Wheelway.
- xiii. Library should be renamed to Public Library.
- xiv. Middle School should be removed from the list.
- xv. Mt. McSaubia should be listed as Mt. McSaubia Recreation Area.
- xvi. Northwest Academy should be removed from the list.
- xvii. Northern Michigan Bike Trail should be renamed Little Traverse Wheelway.
- xviii. Pavilion should be removed from the list.
- xix. Public Beaches should be removed as they are covered under other items.
- xx. Rotary Park can be removed from the list.
- xxi. Secretary of State can be removed from the list.
- xxii. Shanahan Field can be removed as it is already covered under Charlevoix Township Recreation.
- xxiii. South Pier Lighthouse can be renamed to Lighthouse. Tennis Courts should be renamed to Golf/Tennis.
- xxiv. Walking Trails can be removed as it is covered under other trail items.
- xxv. Waterfront parks can be removed from the list as it is covered by other items.
- xxvi. Paul Weston brought up adding signs about public access to the water along Michigan Avenue. Due to the condition of those access points, it was decided not to include them at this time.

The Committee discussed the commercial destinations list on page 2 of the handout and for the most part agreed that those would be covered by kiosks or maps located around the downtown area. Mark Heydlauff raised the issue of potentially approaching private businesses that it would make sense to include in wayfinding (ex. Irish Boat Shop and Northwest Marine) and request that they pitch in for the cost of the signs, as it would be promotion for them. The

Committee thought that Beaver Island Ferry, Brewery, Castle Farms, Fishery, and the Marinas would all be practical for inclusion on signs, as they may be difficult to find and attract a large number of visitors.

- d. **Street Tree Lighting:** John Campbell reported that there was a request to light all of the side streets downtown completely between Bridge and State Streets. Reaction to the idea has been positive and cost estimates are being pursued for that expansion next year. Christmas tree lights will also be replaced next year, that cost has already been determined. Wreaths and white lights on light poles will not be returning next year.
- e. **East Park Planter:** Completely redoing the remaining planters for next year has been estimated at a cost of \$25,000, with \$15,000 currently pledged by private donors. That cost does not include upkeep after the initial work. Those looking to donate can do so through the Charlevoix County Community Foundation.
- f. **'Lights on the Round':** No new updates.

VII. New Business:

- a. **Introduction to New Main Street Director:** Lindsey Dotson was attending quarterly MMS training down state and was unable to attend the meeting.
- b. **An Idea:** John Campbell reported that an individual in Charlevoix is very interested in funding a proposed ice rink (see Miscellaneous Business below).

Roberta Jackson, the former schools superintendent, has a background in industrial education and has worked on a project in Indiana in the past to repurpose unused space to a training center. The individual interested in the ice rink is also interested in moving on something like that in the unused former Middle School building in town.

- VIII. Miscellaneous Business of the Committee:** John Campbell stated that ice skating was brought up to him again, and he met with Bob Bishop from Michigan. Mr. Bishop relayed that a temporary rink of the size required to accommodate usual skating would cost roughly \$175,000 per year. Maintenance would be \$50,000 per year. A permanent rink would cost \$460,000 with maintenance costing another \$50,000 per year.

The next meeting will be Tuesday, January 3rd at 4pm.

- IX. Call for Public Comment:** None.

- X. Adjournment:** Meeting adjourned at 5:00pm.



**Charlevoix Main Street
Committee Meeting Minutes
Economic Restructuring Team
December 6, 2016 8:00 a.m.
City Hall Second Floor Conference Room**

1. The meeting was called to order at 8:02 a.m. on Tuesday, December 6, 2016. Members Present: John Murray, Mark Heydlauff, Amanda Wilkin, Richard Hodgson, Tim Fore, Maureen Owens, Mike Greyerbiehl, Ben Muladore, Peggy DeNio.
2. It was moved by Tim Fore to approve the September 6, 2016 meeting minutes, seconded by Maureen Owens with correction. Item 1 was corrected to read November. Minutes approved.
3. In old business, Tim Fore indicated that the temporary housing issue is moving forward.
4. Tim Fore spoke to Pastor Jerry and Mary Gail Stacy of Good Samaritan regarding peak season employees. They indicated that they could post a "help in need" for individuals that would be seeking employment. It had been previously suggested that more aggressive action could be expected. It was determined to table the Good Samaritan project to a later date.
5. Maureen Owens indicated that planning commission will be reviewing the city ordinance regarding bed and breakfast regulation and zoning restrictions for individual room rentals in a private home.
6. Tim Fore and John Murray will be setting up a walk-through of the Round Lake Campus to determine if it will be favorable for temporary summer housing during the interim period that the school district is determining how they will utilize the property.
7. Tim Fore updated the committee on his research regarding hospitality and retail training for the 2017 season. He met with MJ and felt that Stafford's downstairs will do hospitality training and Bear Cub Outfitters will do retail training. He suggested to look for local individuals to volunteer their time for additional training. He suggested perhaps Zimmerman's for customer service.
8. There was discussion regarding the need for the City to address the snow issue on sidewalks and streets during the shoulder season. Tim volunteered to visit each store owner in order to get them to commit to clean sidewalks. He will be obtaining three bids from Boss, Site Planning, Landscape Logic, Friskies's or another snow removal entity and will request that owners share the cost of the service. Heated sidewalks is still a desirable solution.

9. Mark Heydlauff will be following up on available parking areas for bus transport services during the peak season.
10. Under new business the new Main Street director will be working with Peggy to update the website with ER committee information.
11. Tim informed the committee that there are 10 empty store fronts with 5 to reopen in the Spring.
12. Amanda Wilkin updated us on the bridge drop activities. She has received sponsorship dollars for the fireworks that will be shot off two times during the night from Depot Beach. There will be a snowman contest, free movie and a crane will be dropping a replica of the bridge.
13. Maureen Owens updated us on Live from Charlevoix. Half of the January tickets have been sold. She is expecting to announce a February 18th mysterious pop-up event as part of the series.
14. Tim Fore announced that he will no longer be acting as Chairman of the Economic Restructuring Committee, however, he intends on remaining an active participant on the committee.
15. Peggy moved to adjourn the meeting, Amanda seconded; the meeting was adjourned at 8:57 am.

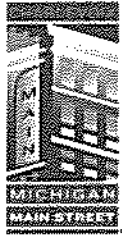
Next meeting is scheduled for Tuesday, January 5th at 8:00 a.m.



**Charlevoix Main Street
Organization Committee Minutes
December 14, 2016 - 8:00 a.m.
First floor Conference Room**

1. The meeting was called to order at 8:00 a.m. by Main Street Executive Director Lindsey Dotson. Members present were Richard Christner, Maureen Owen, John Kurtz, and recording secretary Greg Stevens.
2. Reminder Pledge Letters have been sent out. John Kurtz is going to stop and thank the donors who paid their full pledge in the first year; Tom Bickersteth (Raymond James Financial Services), Mike Hinkle (Charlevoix State Bank), Jacq Dipert (The Clothing Company), Lynn Jynx (Charlevoix Area Hospital). After further review Mary Kurtz (Cinema Three) had only made one payment.
3. Committee members to fill out Communications Planning Worksheet. A Baseline Assessment Review was done with E.D. Lindsey Dotson.
4. It was felt that a review of the Main Street Mission & Vision Statements was needed. Discussion of reviewing training of the Organization Committee. Discussion of the need to have a centralized volunteer location and combine volunteer list with other event committees. Discussion of fundraising.
5. No Agenda / Research Items.
6. Volunteer Hours; there was a total of 34 committee volunteer hours since the last meeting.
7. The meeting was adjourned at 9:10 a.m.

Next meeting is scheduled for Wednesday January 11, 2017 at 8:00 a.m.



Charlevoix Main Street

Promotions Committee Minutes

December 15, 2016 City Hall; Council Chambers

I. **Call to order:** by Carissa Mullaney at 8:04 a.m.

Members Present – Amanda Wilkin, Maureen Owens, Tim Salmonsens, Shelly Ferguson, Dan Barron, Carissa Mullaney, Leanne Ackert, Larry Levensgood, and Lindsey Dotsen.

II. **Approval of Minutes:** November 17, 2016 – Moved: Dan Barron, seconded: Leanne Ackert– Carried.

III. **Old Business:**

i. **Project Updates from Sub-Committees:**

Marketing & Communication Plan – Carissa Mullaney /Amanda Wilkin – This committee has met with Lindsey Dotson and she will now be the point person going forward.

a5 will be doing a community survey January 17 at Lake Charlevoix Brewing Company in conjunction with the Business After Hours and again January 18 at the Charlevoix Public Library. The purpose is to gain insight into the Communities vision of Charlevoix. Both events will be publicized through a press release.

They will also be sending out surveys in other markets to gain information regarding the name recognition of the city as well as the outside reputation.

a5 has agreed to include 4 logos in their packet. The Committee has identified the Summer Concert Series, Farmer's Market, Restaurant Week and "Downtown Events" as the most appropriate candidates for these logos. A motion was made by Maureen Owens to accept these events as the recipients, seconded by Dan Barron; motion carried

Live Life Local – Jodi Bingham/Nancy Suzor – The receipts are being collected at The Lakehouse and The Clothing Company until Christmas. They will then be collected at the Chamber of Commerce. The consensus is that appears to be volume up. Because of additional traffic during the Holiday Open House, it may be prudent to provide volunteers to man separate tables for this event and take the stress off the cash register areas.

Restaurant Week – Kate Heady – We are waiting for feedback on the second weekend of the event and if it was as successful as the first. We may need more volunteers to grow this event in the future.

Live From Charlevoix – Maureen Owens – The next event will be Saturday, January 21, 2017. Half of all tickets are already sold. Progressing nicely.

Bridge Drop – Dan Barron/Amanda Wilkin – City Council approved the fireworks displays for this year's event. They have gained several new sponsors and the cost of the fireworks has already been covered. A bridge replica is being constructed by the Building Trades class at Charlevoix High School and Jeff Arnold will be painting the façade. Bergmann Marine is providing the crane which will be parked on the promenade at the marina and the replica will be lowered at midnight. East Park is being promoted as the focal point for the entire event.

Lights of Love – Maureen Owens– Successful first event in Charlevoix.

Shadowfest – Maureen Owens – Committee has been meeting and is progressing nicely.

Craft Beer Festival – Mark Heydlauff and Lindsey Dotson are working with Lake Charlevoix Brewing Company to determine the best process for the liquor license.

Concert Series – Maureen Owens – Bands are being selected. An e-mail has been established to act as a central location for information on musicians interested in performing in our area. Please feel free to use it in advertising or to review the artists that have replied to date.

charlevoixentertainment@gmail.com

password: chxconcerts49720

V. New Business:

- I. Lindsey Dotson is working toward establishing a system that will hold all work plans. This will make them more easily accessible to all parties. She would also like all members of the committees to keep track of their volunteer hours throughout the month and report them at each meeting. She has to report hours to the State and this will help with the accuracy for reporting.

VII. Adjournment: 9:06 a.m. Motioned made by Amanda Wilkin, seconded by Tim Salmonson. Motion carried.

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Michigan Main Street Monthly Report

Report only those items occurring in your specific Main Street project area for this month

Metrics Number M-0000093499
Account City of Charlevoix
Reporting Period Start 12/1/2016
Submitter's Name Lindsey Dotson

Status Submitted
Name Judy Snell
Reporting Period End 12/31/2016
Due Date 1/10/2017

Design

Facade & Exterior Renovation in MSA: (exterior work only - painting, facade cleaning, signs, windows and awnings)

Business Name	Address	Project Description	Private Investment	Public Investment	Source of Public Fund
Harwood Gold	230 Bridge Street	New windows	\$6,000.00		

Public Improvements in MSA: (Streets, sidewalks, lights and fixtures, landscaping and public amenities)

Business Name	Address	Project Description	Private Investment	Public Investment	Source of Public Fund

Economic Vitality

Building Rehabilitation in MSA: (interior rehab - building systems (HVAC), roof etc)

Business Name	Address	Private Investment	Public Investment	Source of Public Fund
Bridge Street Tap Room	202 Bridge Street	\$1,500.00		

New Construction in MSA

Business Name	Address	Private Investment	Public Investment	Source of Public Fund

Buildings Sold in MSA

Address	Amount of Sale
407 Bridge Street #102	\$249,900.00

New Business Opened in MSA

Business Name	Address	Type of Business	FTE Jobs Added	Part-time Jobs Added
Ti Enterprises	116 Michigan Ave.	Service Business	2.0	

Existing Downtown Businesses Contracted in MSA

Business Name	Address	Type of Business	Type of Contracted	FTE Jobs Lost	Part-time Jobs Lost

Existing Downtown Businesses Expanded in MSA

Business Name	Address	Type of Business	Type of Expansion	FTE Jobs Added	Part-time Jobs Added

Businesses Closed in MSA

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
Ti Enterprises	221 Bridge Street #3	Service Business	2.0	

Businesses Moved out of Downtown

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
Mielke Agency	215 Bridge Street	Service Business	2.0	2.0

New Housing Completed Downtown

Type	# of Units	Address	Rent or Purchase Amount	Monthly Rent or Purchase Price
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Promotion**Downtown Events & Activities - All Committees**

Event	Type	# of Attendees	# of Volunteer Hours	Total Cost	Gross Event Expenses Incurred by Main Street	Main Street Net Event Revenue
Live, Life, Local Shopping Campaign	R-Retail	4,600	40	\$1,200.00	\$1,200.00	\$0.00

Organization**Volunteer Hours Last Month**

MS Board	Organization Committee	Promotion Committee	Design Committee	Economic Vitality Committee	Total
114.00	34.00	179.00	22.50	43.00	392.50

Fundraising/Membership Last Month

Type	Amount
Private	2160.00

Training Sessions Attended

Event Title	Who Attended	Date	Topic
Quarterly Training - Old Town Lansing	Lindsey Dotson, Dianne DuPont (Org/Board), Dennis Cusina (Org), John Kurtz (Org/Board)	12/6/2016	Organization/Communications Planning

Board Member Changes: Position Names Leaving and Names Arriving

Position	Name Leaving	Email	Name Arriving	Email
Board Member	John Kurtz	jek@csbchx.com		
Board Member	Gabe Campbell (former Mayor)	gkcampbell@att.net	Luther Kurtz (new Mayor)	lutherkurtz@hotmail.com

Assistance Received

Grants	Source of Funds	Amount Received
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Other News or Commentary

A second tragic fire struck our downtown, this time on Christmas Eve in the building that houses Cherry Republic (221 Bridge Street). In total, 6 businesses were displaced as a result of this fire, including several businesses who had office space above or below the retail space. Another business next door, 52 Weekends, is closed as a result as well. One business has relocated into an office that is outside of the district. Another one has relocated into a formerly vacant space. The investigation is still ongoing as to what caused the fire. An update on the first fire: the fire marshal did determine the cause "unknown" - Johans, the Art Gallery, GaGa for Kids, and the fudge shop are still closed at this time. GaGa for Kids is working diligently to reopen with a goal of early spring. Charlevoix Harbor Wear has relocated and bought a formerly vacant space down the road with a projected open date sometime next month. Plans are still in the works for rebuilding efforts for those buildings that were damaged by the fire. We are doing our best to work with the building owners and to educate them on all incentives that may be available to them. Dan Leonard from MEDC has already been to town to meet with one property owner. We are also trying our best to find temporary storefronts for those who wish to relocate while construction/rebuilding takes place. In response to this plus our bridge being under construction we have teamed up with the CVB, Chamber, and City to launch an aggressive marketing campaign letting folks in the NW Mich. region know that we are still "open for business."

In more positive news, I have gotten word that there are two pending new businesses in spaces that had been vacant. The redevelopment project being headed up by Mayor Luther Kurtz is going very well (217 Bridge Street/101 Van Pelt/100 Van Pelt). With three commercial spaces almost full on the bottom floor of 217 plus two upper floor apartments, progress on a new Mexican restaurant, and two additional commercial spaces potentially leased in 100 Van Pelt and additional apartments above, it will really change that section of town in a very positive way. Not only will it bring more activity and life into Van Pelt Alley, but create some great downtown apartments. More to come as that project progresses - projected open dates are sometime this spring.

Branding is well underway with upcoming public meetings next week for community input. Wayfinding is well underway as well with proposed placement already mapped out.

RRC - we are actively pursuing Redevelopment Ready Certification through the MEDC.

Program & Outlook

Lots of work ahead to get committees on track with work planning and budgeting for upcoming projects. A lot of things have gotten started already that didn't have work plans before and I'm trying my best to get this resolved so that in the future we can be prepared for budgeting and strategy alignment. A LOT of progress has been made since the last director resigned and it is admirable, but now we all have to get used to how we will work together and plan projects. I very much look forward to more staff visits and the Refresh in March - it will be helpful as we figure out what exactly we should be working on.

I have been meeting regularly with CVB & Chamber to discuss downtown events and attempt to determine ROI for each. We also recently met to work through a Programmatic Gap Analysis where an obvious issue arose: as it stands no one entity currently lays claim to the responsibility of business development/recruitment/retention efforts. This makes one thing clear - it is an opportunity for Main Street to directly address those issues and I will be working closely with the EV committee to fill that gap.

Suggestions for State and National Staff

I would like to have some staff visits soon if possible for committee meetings.

Upload Attachments

Michigan Main Street Program Community Requirements and Expectations Agreement

Selected Level

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“**MEDC**”), whose address is 300 N. Washington Square, Lansing, MI 48913, and the Community of Charlevoix, County of _____, State of Michigan (the “**Community**”) whose address (City, State, Zip Code) is _____, and its Local Program (“**Local Program**”) whose address (City, State, Zip Code) is _____, each of such parties being a “Party” to this Agreement, for the purpose of implementing the MEDC/MMS Program in the Community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Washington, D.C. (“NTHP NMSC”), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC/MMS Program requirements and expectations for the Community’s Local Main Street Program, pursuant to its designation as a Selected Michigan Main Street Community and pursuant to contractual arrangements between NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of Charlevoix, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community and its Local Main Street Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for the Local Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, the Local Main Street Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.
2. Develop and maintain an active Board of Directors and Committees, following the National Main Street Four-Point Approach™, to actively lead the Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.

3. Fund the Local Program for the full five years of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled MEDC/MMS Program services (outlined in Section II.1 of this Agreement). Travel expenses to any required sessions are the sole responsibility of the Local Program. If the Community is temporarily without a program director, or the program director is unable to attend, then a representative from the Community is required to attend in their place.
 - A. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstalled once training issues are resolved.
 - B. Full-time equivalent (FTE): At minimum, one (1) individual from the community must be present for the entirety of the provided service. It is acceptable for two (2) individuals to divide the time between them, as long as the community is represented for the entirety of the provided service.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Quarterly Training.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Quarterly Training.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MEDC/MMS Program.
6. Submit complete and accurate annual reports by the first Friday of August each year on the form provided by the MEDC/MMS Program.
7. Maintain a current membership in the National Main Street Center Network.
8. Achieve accreditation by meeting the Ten Standards of Performance set by the NTHP NMSC during the period of this Agreement outlined in Attachment 1.
9. Utilize the MEDC/MMS Program name and logo with MEDC/MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC/MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer an MEDC Community. See Section III, Number 3, of this Agreement.
10. Maintain the Local Main Street Program's boundaries and organization structure approved upon the Community's designation as a Michigan Main Street Community. Changes to

either of these require MEDC/MMS Program approval as it could affect the services provided to the Community.

11. Understand all requirements of this Agreement must be met regardless of changes within the Local Main Street Program, such as temporary displacement of program director. If requirements of this Agreement are not met, MEDC/MMS Program services will be suspended, and a written warning to the Chair of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MEDC/MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and the Community will no longer be a Michigan Main Street Community. All rights associated with the Community's participation in the MEDC/MMS Program will be revoked, including the right to use the MEDC/MMS Program name and logo.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Main Street Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Main Street Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and the Local Main Street Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC/MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a Michigan Main Street Community.

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

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

Program Services Provided to Selected MEDC Communities:

- MEDC/MMS Orientation Training (L)
- Base-Line Assessment (C)
- Manager Selection Assistance (C)
- Board Training (C)
- Manager Training (C)
- Committee Training (C)
- Main Street Building Basics (C)
- Design Services – (3) three per year for a total of fifteen
- Work Plan Development Training (C)
- Volunteer Development Training (C)
- Market Study – incl. Downtown Housing & Population Recruitment Strategy (C)
- Resource Team (C)
- MEDC/MMS Quarterly Training
- Annual Program Evaluations (C)

- Accreditation w/ the National Main Street Center
- MMS Listserv Opportunities
- National MS Conference Registration – (1) one per year
- MMS Road Signs – (2) two
- Retail Merchandising Training (C)
- Entrepreneurship Training (L)
- Real Estate Development Training (L)

L= (in Lansing); C= (In the Community)

2. Conduct MEDC/MMS Quarterly Training statewide for program directors and Local Main Street Program volunteers. Specific forum training topics will vary and be based on the combined needs of all Michigan Main Street Communities. One forum will be held in each Selected Michigan Main Street Community.
3. Conduct an Annual Program Evaluation for each Local Main Street Program. In order to receive this service, the Community and Local Main Street Program must be in compliance with the above Minimum Participation Standards (Section 1)
4. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by the Local Program and subject to MEDC/MMS Program schedule, program constraints, staff availability, and costs associated with the request. The MEDC/MMS Program may request the assistance of other State or Federal agencies.
5. Provide three (3) Main Street Building Basic workshops and Design Services for up to three (3) buildings per year for the five years of this Agreement. The fifteen Design Services may be scheduled according to the Community's needs and may be used any time as long as the Local Program is in compliance with this Agreement. If the Community has any Design Services remaining at the end of this Agreement, the Community must continue its participation as a Master Michigan Main Street Community in order to receive the remaining services.
6. Provide two road signs utilizing the MEDC/MMS Program logo for placement at entryways into the Community.
7. Invite all Selected Michigan Main Street Communities to attend training and technical assistance opportunities in the other Selected Michigan Main Street Communities.
8. Accredited, on behalf of the NTHP NMSC, all eligible Michigan Main Street Communities that meet the above Minimum Participation Standards (Section 1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

SECTION III. The parties hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2015, shall remain in effect until the earlier of December 31, 2019, or such time as the "Termination or

Cancellation” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.

2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“Confidential Information”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to Local Program a license to utilize the MEDC/MMS Program trade names, trademarks, logo, and/or service marks (“MEDC Marks”) for the express purpose of publicizing the Community’s selection and involvement as a the MEDC/MMS Program Community. Local Program’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. Local Program acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Community and its Local Program shall indemnify, defend, and hold harmless MEDC and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community’s and/or Local Program’s operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on ~~all~~ such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall

be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.

7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Community and/or Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a subcontract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different

violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.

12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** the MEDC/MMS Program is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
17. **TERMINATION OR CANCELLATION.**
 - A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Program ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):
 - (i) any representation or covenant made by the Community and/or its Local Program is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
 - (ii) The Community's and/or its Local Program's failure to comply with any of the requirements of this Agreement;
 - (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

- B. Notwithstanding the foregoing, the Community and its Local Program acknowledges that MEDC's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC's ability to fund and administer the MEDC/MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Program, or with such other time period as MEDC, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.
- E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by MEDC.
18. **RESERVATIONS.** MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
20. **Failure to sign and submit this agreement to MEDC on or before February 17, 2017 will result in the termination of the Community's participation in the MEDC/MMS Program.**

IN WITNESS WHEREOF, the parties have executed this Agreement.

("COMMUNITY")

BY: _____
(City Manager or Village President) (Date)

_____, Michigan
(City or Village)

("LOCAL PROGRAM")

BY: _____
(Local Main Street Board Chairperson) (Date)

(Local Program)

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

BY: _____
(Vice President of Community Development) (Date)

National Trust for Historic Preservation / National Main Street Center

**Ten Standards of Performance
for Accreditation**

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

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between _____ ("Coordinating Program") and _____ ("Sublicensee"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.i below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the

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benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

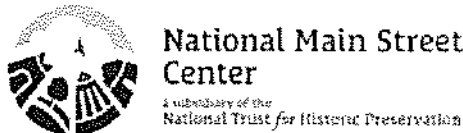
A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or

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stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2016, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

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7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

National Main Street Center
Local Program Accredited Member Sublicensing Agreement

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: _____
Address: _____

Phone: _____
Email: _____

To Sublicensee:

Name: _____
Address: _____

Phone: _____
Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

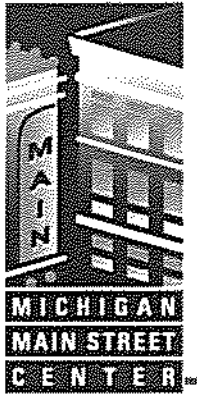
By: _____
Name, Title

By: _____
Name, Title

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

Date: _____

Date: _____



2017 TRANSFORMATION STRATEGIC PLANNING & ALIGNMENT VISIT

COMMUNITY: CHARLEVOIX, MI

DATE: MARCH 8-9, 2017

PURPOSE:

The Transformation Strategic Planning & Alignment Visit is an important service provided to assist existing Michigan Main Street communities define community-informed and market-driven strategies that can direct and strengthen their revitalization efforts. This service also reflects Michigan Main Street efforts in helping all of its designated communities implement the “Refreshed” Main Street approach for comprehensive revitalization of traditional historic downtowns across the state.

The overall service includes four main components:

1. **Community Input.** This service depends greatly on input gathered from all sectors of the community. Through surveys and onsite meetings, the community and local leadership base will be invited to share their perspectives about downtown’s current conditions and their vision and hopes for the future of the historic commercial district.
2. **Market Information.** Important research that can provide insight on existing economic conditions will be conducted to help identify overall market conditions, specific gaps, and key opportunities that can be strengthen the local downtown district’s economic vitality.
3. **Transformation Strategy Development.** The team will work with the local Main Street board, staff, and committee leaders to review input from the community and market findings, and discuss and select appropriate strategies and focus for the revitalization efforts for the next 3-5 years.
4. **Alignment.** Informed by the strategies selected, the team will be assisting local leaders review the current programming and organizational structure and determine tactics and activities that can best align the work of the program with current strategies and implemented as advocated through the Main Street Four Point Approach®.

FORMAT:

I. INFORMATION NEEDED IN PREPARATION FOR THE VISIT:

1. The team will work with local leaders to gather community input through the following tools:
 - i. A Community Survey - The link <https://www.surveymonkey.com/r/KYY752R> includes just a few questions to gather input from the community. Please distribute link and print copies as needed to ensure maximum level of participation from all the sectors in your community, including residents, property and business owners, workforce.
 - ii. A Leaders Surveys – The link <https://www.surveymonkey.com/r/KYM6BDS> also

includes a brief questionnaire to be distributed among the local leader base. This includes not only the Main Street/DDA leaders (board, committees, staff), but also City leaders (Mayor, Council Members, Commissions, City Officials and Staff), and leaders from other organizations that also work in support of downtown (Chamber, Preservation Society, etc.).

2. Background materials. Michigan Main Street will work with local program leaders to gather materials that reflect the ongoing and recent work of the organization in preparation for the visit. This includes:
 - i. Main Street/DDA work plans, annual reports, and recent and current budget
 - ii. Downtown directory of businesses and properties if available
 - iii. Copies or links to most recent studies and plans for downtown and the community

II. ONSITE VISIT: MARCH 8-9, 2017

The visit will be conducted by Matt Wagner, PhD. Vice-President of Revitalization Programs, National Main Street Center (NMSC) and Laura Krizov, Manager, Michigan Main Street at the Michigan Development Corporation (MEDC).

The following tentative agenda is provided as a template for recommended activities and meetings with local leaders and stakeholders. While this is a typical model, we encourage local leaders to review the schedule, discuss changes needed to fit local needs.

DAY 1 – MARCH 8

- ❑ **1:30p.m. – 2:45p.m. Meet with local City Leaders**
 - An opportunity to meet with the Team to review objectives and anticipated outcomes for the visit, review ongoing efforts, current roles, and any additional program updates.
- ❑ **3:00p.m. – 4:30p.m. Tour of Community and Downtown District**
 - A driving tour and/or walking tour of the community & downtown and an opportunity to share information, including population, employers, and ongoing or future plans.
 - The walk through the downtown district should include brief stops at various businesses to meet business owners and inquiry their input on the local business environment. Please provide a map and copy of the downtown business directory in advance if possible.
- ❑ **5:00p.m. – 6:00p.m. Meeting with Downtown Property & Business Owners**
 - Additional opportunity to meet with downtown stakeholders, including building owners, business owners, residents and look for their perspectives and vision for downtown.
- ❑ **6:15p.m. – 8:30p.m. Strategy Planning Meeting with MS/DDA Board/Committee Leaders**
 - In this meeting, the team will share findings from surveys and market research and facilitate a discussion about strategies that can help transform the district and bring life and economic vitality for the downtown district.

DAY 2 – MARCH 9

- ❑ **8:00 a.m. – 10:30 a.m. Alignment Meeting with MS/DDA Board/Committee Leaders**
 - This second and final meeting with local leaders to discuss the type of alignment needed in the programming to achieve the transformation strategies and achieve results. Discussion

will also include a review of the organizational structure and the alignment needed to build a strong and effective revitalization program.

- ❑ **11:00 a.m. – 1:00 p.m. Meeting with DDA Board Chair and City Leaders**
 - Opportunity to discuss the selected strategies and the type of public & private sector partnership needed to help build a successful downtown.

III. AFTER THE VISIT:

The National Main Street Center will provide a written summary of the visit outlining the findings and recommendations outlined during the visit within a month after onsite visit. Copies of the surveys' results, market information, and supporting materials will also be provided. The National Main Street and Michigan Main Street will work with local leaders to confirm and schedule additional technical assistance and services to be offered to the program throughout the year.

We look forward to working with you in preparation for this visit. Please review the information included in this packet, including the tentative agenda, discuss and confirm any changes, and confirm the schedule for the onsite visit and action items that can support the planning and overall success of this visit. Please contact us if you have any questions.

Laura Krizov

Manager, Michigan Main Street
Michigan Economic Development Corporation
Phone: (517) 420-8128 Fax: (517) 335.3147
Email: krizov11@michigan.org

Matt Wagner, PhD.

Vice-President of Revitalization Programs
National Main Street Center
Phone: (312) 610-5617; Fax: (202) 588-6050
Email: MWagner@savingplaces.org

Norma Ramírez de Miess

Senior Program Officer and Director of Leadership Development
National Main Street Center
Phone: (202) 213-6720; Fax: (202) 588-6050
Email: NMiess@savingplaces.org



CITY OF CHARLEVOIX

210 STATE STREET | CHARLEVOIX, MICHIGAN | 49720

Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Director's Report
Date: January 23, 2017

Open Signs

Still a work in progress, but the order is being fulfilled now. Business owners have agreed to pay \$100 per sign to help offset the expense. A letter will be sent out soon to solicit those donations and start to get them hung on storefronts.

Chamber Annual Meeting and Awards Breakfast

A table has been reserved for the DDA at the Charlevoix Area Chamber of Commerce Annual Meeting and Awards Breakfast. We have 4 seats to fill. Please let me know if you'd like to attend.

Location: Castle Farms

Date/Time Information: Friday, February 3, 2017 7-9am

Doors open at 6:45am

Live, Life, Local Campaign

Congratulations to the winners of the Live, Life, Local campaign contest! Marell Staffel, Tim Kish, and Jayne Foran were lucky winners of Chamber Checks. Thanks to all who participated - we had approximately 4,600 entries which means at least \$230,000 was spent in downtown Charlevoix for the holiday shopping season.

Main Street America Institute

I started taking coursework through the Main Street America Institute in May of 2016. In order to obtain Main Street America Revitalization Professional (MSARP) certification I must complete all coursework within 24 months of my start date. Currently this is the highest credential achievable through MSAI. I have registered for two online courses that will take place in February and hope to obtain my certification as soon as possible.

Charlevoix is Open for Business Ad Campaign

This ad campaign is being launched as a partnership between the City of Charlevoix, Charlevoix Area Chamber of Commerce, Charlevoix Convention & Visitors Bureau, and Charlevoix Main Street. The idea is to get a positive message out using multiple tools to the NW Michigan region that despite the bridge construction and recent fires, we are still here with thriving businesses and fun events. www.downtowncharlevoix.com is being used as the landing site for the campaign.



Expenses:

\$1,000 - Midwestern Broadcasting (WTCM, Z93, WCCW)

\$675 - Sticky on Petoskey News Review and Gaylord paper (plus 1,000 extra to be distributed to restaurants in town)

\$400 Main Street social media paid ads

\$3,525 9&10 News pre-roll ads Feb 1-March 15

\$600 Michael Murphy Photography

TOTAL: \$6,200.00

Contributors:

-3,000 Charlevoix Main Street DDA

-1,000 CVB

KLT/Fox/ESPN will do a Chamber co-op ad that the Chamber would pay for w/ participating sponsors

-3,300 Private donations

EXTRA: \$1,100

Quarterly Training in Wayland

Another quarterly training is approaching on Feb 6th & 7th. This time the subject matter will be a combination of the Promotions Committee and Organization Committee but really be focused on the Main Street Four Point Refresh. The speaker will be Norma Ramirez de Miess Senior Program Officer and Director of Leadership Development from the National Main Street Center. So far attendees confirmed are myself, Maureen Owens, and Sarah Hagen.

Details of Public Act 506 of 2016

New Law- Now in Effect - Excluding Public Library Millages from Tax Capture: On January 5, 2017, the Governor signed a package of Senate bills (Senate Bills 620-624), passed by the House in the final days of the 2015-16 session, which exclude property taxes levied for public libraries from tax capture by a local authority such as the Downtown Development Authority unless the library board or commission expressly allows it. The Charlevoix Public Library cannot opt out since the DDA has outstanding debt obligations until 2027. The library board discussed the issue recently and there will be no shake-ups in response to this bill at this time.



CITY OF CHARLEVOIX

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Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Branding Update
Date: January 23, 2017

a5 was in Charlevoix on January 17th & 18th to wrap-up the research phase of their service. During the Chamber Business After Hours event over 20 written surveys were collected from attendees. At the Community Branding meeting at the library over 30 people participated in a lively discussion about what makes Charlevoix unique.

Next up:

a5 presents research, recommendations and brand platform Week of January 30
a5 presents brand platform refinements and brand identity directions Week of February 13
a5 shares identity refinements Week of February 20
New identity is finalized Week of February 20
a5 shares event logo designs (four) Week of February 27



CITY OF CHARLEVOIX

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Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Wayfinding Update
Date: January 23, 2017

Matt McCormick from Pro Image Design attended the Design Committee meeting on January 3rd to discuss their preliminary plan for placement of wayfinding signage in downtown Charlevoix. A map was presented along with a sign message schedule. After discussion amongst the group, a revision was made based on feedback. The next Design Committee meeting (Thursday, Feb. 2nd at 4:00pm) will be dedicated to a thorough review of the proposed placement plan and sign message schedule.

I also had the chance to talk at length with Alan during the Chamber Business After Hours event on Jan. 17th and reconnected him with Taylee Pardee from a5 so that they could discuss their timelines. I did tell Alan that the DDA Board voted to spend \$50,000 for the first phase of implementation and that we will be focusing on downtown, giving us time to build partnerships for the rest of the implementation. As soon as I get any concept ideas from a5 for the brand I will be sharing that info with ProImage so that they can get working on design of signage as soon as possible.

**CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY FUND
2017-18 BUDGET**

	2015-16 Actual	2016-17 Budget	2016-17 Est. Actual	2017-18 Budget
REVENUES				
CURRENT PROPERTY TAX	36,527	37,100	37,742	37,700
PROPERTY TAX - CAPTURE LOCAL	393,086	393,100	392,138	392,100
DELINQUENT PROPERTY TAX COLLECTED	1,246	-	-	-
PENALTY - PROPERTY TAX	136	-	43	-
FEDERAL / STATE / OTHER GRANTS	21,815	1,600	10,549	4,600
FARMERS MARKET INCOME	26,783	26,964	30,516	33,900
INTEREST EARNINGS	1,094	500	622	500
RENTS & ROYALTIES - SUNSHINE	1,000	1,000	1,000	1,000
RENTS & ROYALTIES - KEWEENAW	2,760	-	-	-
RENTS & ROYALTIES - BIBCO LEASE	25,862	26,900	26,861	27,900
RENTS & ROYALTIES - ROUND LAKE GROUP	17,110	15,300	18,469	20,300
RENTS & ROYALTIES - LC BREWERS	405	-	4,860	4,900
MISCELLANEOUS & IWF REIMBURSEMENT	6,165	3,500	3,500	3,500
CONTRIBUTION - OTHER SOURCES	11,648	2,500	11,920	2,500
CONTRIBUTION - MAIN STREET	21,595	25,000	25,000	25,500
CONTRIBUTION - LIGHTING & HOLIDAY DECOR	-	500	500	500
CONTRIBUTION - PERFORMANCE PAVILION	500	-	1,000	8,000
TRANSFER FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUES	\$ 567,713	\$ 533,964	\$ 564,720	\$ 562,900

EXPENSES				
SALARIES & WAGES	29,736	31,300	10,125	37,600
WAGES - ICMA	2,523	2,700	871	3,200
SALARIES & WAGES - TEMPORARY	6,149	7,000	8,150	10,600
EMPLOYEE FRINGE BENEFITS	23,819	25,200	9,019	30,900
OPERATING SUPPLIES	25,667	2,200	7,963	8,100
IWF MAINTENANCE	9,127	6,000	7,178	7,200
MARKETING & PROMOTIONAL SERVICES	20,529	25,700	29,000	32,300
MARKETING & PROMOTIONAL SVCS - FARMERS MKT	19,662	16,800	21,900	16,800
MARKETING & PROMOTIONAL SVCS - CRAFT BEER	-	-	50	-
PROMOTION COMMITTEE EXPENSES	-	-	300	1,400
ORGANIZATION COMMITTEE	-	3,500	3,500	3,500
BUSINESS RECRUITMENT/RETENTION	45	1,500	1,500	1,500
CONTRACTUAL SERVICES	16,894	14,700	61,925	18,100
SERVICE/MAINTENANCE FEES	-	-	-	-
DESIGN COMMITTEE	-	10,300	47,808	114,600
DESIGN CAPITAL IMPROVEMENTS	-	11,000	11,000	21,000
LEGAL SERVICES	419	500	500	500
TELEPHONE	1,783	1,000	992	1,000
CONFERENCE & TRAVEL	2,402	4,000	4,000	4,000
PRINTING & PUBLISHING	207	-	3,479	1,500
INSURANCE & BONDS	1,401	1,800	1,800	1,800
PARK EQUIPMENT	14,940	-	9,270	-
REFUNDS - PROPERTY TAX & TIFA	4,909	6,000	6,000	6,000
MAINTENANCE - BRIDGE PARK BUILDING	5,813	16,000	41,551	27,500
MISCELLANEOUS	157	300	300	800
MISCELLANEOUS - FARMERS MARKET	-	-	437	500
MISCELLANEOUS - MAIN STREET	2,532	-	8,526	300
MISCELLANEOUS - LIBRARY/SUBSCRIPTIONS	-	-	-	-
CAPITAL PROJECT - PROFESSIONAL SERVICES	-	-	-	-
CAPITAL PROJECT - CONTRACTUAL SERVICES	-	-	-	-
BOND ISSUANCE COSTS	-	-	-	-
DEBT SERVICE PAYMENTS	-	-	-	-
BOND PRINCIPAL - BRIDGE PARK (LTGO, ACT 99)	-	-	-	-
INTEREST EXPENSE - BONDS	-	-	-	-
PAYING AGENT FEES	-	-	-	-
LIBRARY CONTRIBUTION	25,000	30,000	30,000	30,000
TRANSFER TO OTHER FUNDS (MARINA)	321,395	326,200	260,163	341,800
TOTAL EXPENSES	\$ 535,110	\$ 543,700	\$ 587,305	\$ 722,500

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 32,603	\$ (9,736)	\$ (22,585)	\$ (159,600)
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YEAR END BALANCES				
FUND BALANCE / NET POSITION BEGINNING OF YEAR	4,482,783	4,676,055	4,515,386	4,492,801
CHANGE IN FUND BALANCE / NET POSITION	32,603	(9,736)	(22,585)	(159,600)
FUND BALANCE / NET POSITION	\$ 4,515,386	\$ 4,666,319	\$ 4,492,801	\$ 4,333,201
CASH & INVESTMENTS	\$ 762,477	\$ 738,977	\$ 739,892	\$ 580,292



CITY OF CHARLEVOIX

210 STATE STREET | CHARLEVOIX, MICHIGAN | 49720

Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Draft Fiscal Year 2018 Budget
Date: January 23, 2017

Attached you will find the final draft of the 2017-2018 Downtown Development Authority Fund budget. With the gracious assistance of our City Manager, Mark Heydlauff and our City Treasurer, Kelly McGinn, I have pieced together the upcoming budget to the best of my ability. Please review and note the following:

Draft 2017-18 Budget

EXPENSES

It is my recommendation at this time that we plan to purchase a new sound board for the pavilion to enhance our summer concert series and continue ongoing HVAC maintenance on the Bridge Park Building.

Farmer's Market Manager Chris Leese will increase her work hours to 20 per week, and increase the number of weeks worked per year to 34. This cost will be offset by increased vendor fees and sponsorship dollars that will be brought in this year.

I've continued to move miscellaneous expenses into committee budgets so that they can be tracked more easily. That is why some committee budgets are now higher than before.

Included in this budget are the following proposed (additional) expenses since our last meeting:

- \$15,000 for tree lights on side streets & Christmas Tree
- \$30,000 for a new Façade Grant Incentive program administered by myself and the Design Committee

Note that the \$50,000 that was approved to be spent on the implementation of Wayfinding Signage during the December meeting is in the Design Committee budget.



MARKET STUDY UPDATE & BUSINESS RECRUITMENT TRAINING

Michigan Main Street Center
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, MI 48913

Background

The Michigan Main Street program is a technical assistance program designed to help downtown communities revitalize themselves. The program's objective is to revitalize downtowns in Michigan as a means of increasing the state's ability to retain and attract residents, employees and employers.

The Main Street program provides five years of professional training in a variety of downtown revitalization areas. The training is customized to each community and performed in each community. The training is done by national experts from the National Main Street Center (NMSC) and Michigan Economic Development Corporation (MEDC).

Purpose

The retail marketplace is increasingly competitive. Communities that have failed to recognize and respond to changes in the market that affect the viability of their traditional downtown or neighborhood commercial districts continue to struggle in their efforts to compete. Those that are successful are continually re-assessing and refining their position in the market as well as re-asserting the business district's important role as part of the larger community's economic landscape.

The Advanced Market Study Update & Business Recruitment Training service is specifically designed for communities which have previously completed a market study, have a need to update market information and/or are seeking to take the scope of economic restructuring and business development efforts to a new level. This advanced program capitalizes upon each community's past investment of time and effort, serves to re-energize local staff and volunteers participating in the process and optimizes the products of these efforts to elevate local business improvement and development initiatives.

Description

The information and direction gained from the Market Study Update & Business Recruitment Training service will be used to identify opportunities and establish meaningful direction for current and future economic enhancement and redevelopment strategies. Findings from the study will provide a solid, market-driven basis for business development and marketing initiatives based on demographic, socioeconomic and economic conditions and trends.

Market Study Update & Business Recruitment Training will include the following activities:

- **Activity One: Site Visit One – Advanced Level Community Launch**
 - A local project team/economic restructuring committee work session to:

- Facilitate a review of previous market study findings and proposed implementation strategies in context to progress made and changes occurring since its completion.
- Review previous study trade area geographies, discuss changes that may have impacted the trade area(s) and redefine trade area dimensions where appropriate and/or beneficial to efforts to update, maintain and track trade area data.
- Walking and/or driving tours to view changes that have occurred in and surrounding the Main Street Area since completion of previous studies.
- Facilitation of up to four focus groups in each community to collect input from key Main Street area consumer and user groups. Consultant will work with MMSC staff to provide instructions and guidance regarding the organization and scheduling of focus groups within communities in advance of the site visit.
- Facilitation of a "Let's Get Ready to Recruit" training session to help local economic restructuring committees and recruitment teams prepare for "Recruitment Test" site visits. Information and topics covered as part of the session include:
 - Organizing the recruitment process
 - Recruitment marketing materials and tools
 - Identifying and pursuing "top prospects"
 - Orchestrating a recruitment visit
 - Preparing for the "Recruitment Test"
- **Activity One Deliverables**
 - One and one-half day site visit
 - Trade Area Map per definition or redefinition of trade area geographies; Map to be produced and incorporated with Market Profile Update to be prepared per Activity Two
 - Synopsis of focus groups' input, to be delivered with and/or incorporated in Market Profiles Update
 - Initial draft Action Agenda (intended and serving as an internal working document) based on results/direction gained through conduct of "Let's Get Ready to Recruit" workshop
- **Activity Two: Market Profile Update**
 - An updated Market Profile Summary report will highlight key demographic and lifestyle characteristics and trends and summarize sales gap analysis results.
 - **Activity Two Deliverables**
 - Market Profile Update document, delivered via email as a .pdf document. The summary report will include and/or incorporate:
 - Trade Area Map(s)
 - Summary of ESRI demographic, lifestyle and retail data for the trade area, along with a comparison of data and trends, where relevant and practicable.
 - Synopsis of focus groups' input
 - Preliminary list of retail "top prospects" for expansion and recruitment

- **Activity Three: Site Visit Two – Opportunities, Top Prospects and Recruitment Test Prep**
 - Consultant will conduct a second site visit in each community and will facilitate an economic restructuring committee work session to:
 - Review and discuss the updated Market Profile report and ESRI trade area reports, with particular focus directed toward identifiable changes and trends in the marketplace.
 - Analyze ESRI Retail Marketplace Report trade area demand & supply data with particular focus directed toward those business categories and subcategories appearing to show the greatest potential for expansion and/or recruitment.
 - Profile specific business model concepts that appear to have the best potential to succeed in the market based on market characteristics, project/service lines, competition, price points, merchandising and marketing techniques, etc.
 - Review, discuss and identify appropriate implementation strategies and steps to update implementation strategies and related action plans contained in, or developed since, the previous market study – including possible needs, means and methods for follow-up research, and means and methods for targeted “prospecting” and strategic marketing of identified business opportunities.
 - Select a business type to be “recruited” by the local recruitment team during the upcoming “Recruitment Test” site visit; and provide guidance to prepare for the “Recruitment Test.”
 - **Activity Three Deliverables**
 - One-half day site visit and facilitation of work session
 - Working profiles for at least two “Top Prospects” for expansion and/or recruitment, developed on site during the course of the work session
 - Draft Action Agenda identifying and outlining specific projects and actions proposed for implementation. This draft version of the Action Agenda will be revisited and refined at conclusion of Activity Four’s “Recruitment Test”
 - A “to do” checklist to help the local project/recruitment team prepare for the “Recruitment Test”
- **Activity Four: Site Visit Three – “Recruitment Test”**
 - The consultant will conduct a one (1) day site visit in each community to provide training and services designed to help communities develop and enhance business expansion and recruitment efforts. The visit will be highlighted by a real “test” of the community’s business recruitment strategy and process.
 - The consultant will play the role of “prospect.” A local recruitment team in each community will be responsible for recruiting the mock prospect; extending the invitation, conducting the recruiting visit, etc. Following the community’s recruitment effort, the consulting team will deliver a critique with specific example and recommendations for improvements that could

enhance the community's prospects for recruitment success. An initial verbal critique will be delivered on-site during the visit. A brief written critique will be emailed to each community within two (2) weeks of the site visit and will include examples for enhancements and improvements.

Activity Four Deliverables

- One-day site visit and conduct of "Recruitment Test"
- Verbal "Recruitment Test" critique and evaluation delivered on site following the Recruitment Test, including discussion and recommendations relating the draft Action Agenda and its refinement.
- Final draft Action Agenda delivered via email within thirty (30) days of the Recruitment Test site visit. The final draft of the Action Agenda will be designed to serve as a guide to be further refined, detailed, prioritized and adapted by the local economic restructuring committee.

Who Should Participate?

- Main Street Economic Restructuring committees.
- Traditional commercial district merchants and business owners who previously completed a market study, have a need to update market information, and/or are seeking to take the scope of economic restructuring and business development efforts to a new level.
- Traditional commercial district property owners.
- Municipalities.
- Active consumers of the traditional commercial district.

Application

Only Select or Master Level MMS communities are eligible to apply for the service. In order to be considered for the service, eligible local Main Street programs must apply using the attached application. Applications will be reviewed by various MMS staff.

The successful applicant for the Market Study Update service will demonstrate the following:

- A. The local Main Street program must actively participate in the process, including scheduling meetings and actively promoting meetings;
- B. Actively participate in the consultation process, including scheduling focus groups, providing data requested by consultant and potentially conducting surveys within the MSA;
- C. Commit to covering any extra costs due to missing deadlines at the local level, costs related to workshops or presentations (such as beverages and food), publicity (flyers, brochures, posters and public notices in the newspaper), etc.
- D. Actively work to educate property and business owners, city council and staff, other district stakeholders, and the broader community on the benefits of the market analysis process; for instance, through organizing public presentations/workshops, informational brochures, press releases on key steps in the process, etc.

Preliminary Schedule

Once an MMS Community has applied to receive an Advanced Market Study & Business Recruitment Training service, the MMSC will work with the local Main Street program staff to outline a more detailed schedule. For preliminary planning purposes only, the MMSC anticipates the following timeline:

1) Deadline for applications: Friday, March 24, 2017 at 4:00pm.

- **E-mail applications to krizovl1@michigan.org**
- Application evaluation and selection of community:
 - MMSC staff will review applications and select up to one (1) community to receive the service,
 - MMSC staff will contact local MMS program staff regarding acceptance,
- Execution of service by consultant:

Local MMS program should be prepared to assist with typical activities:

 - Collection and review of background materials and information.
 - Planning meetings with the local project team, including Economic Restructuring Committee and program staff.
 - A series of focus groups with members of various market segments represented in the trade area.
 - The performance of a field exercise and interviews with area businesses to define the dimensions of the trade area.
 - The performance and analysis of consumer & business surveys.
- Consultant writes follow-up report:
 - Consultant will write a report outlining the trade area, data & its analysis, business development strategies, housing potential, a brief implementation plan, etc.

Consultant

Jay Schlinsog, CMSM, owner and managing principal, established Downtown Professionals Network (DPN) in 2000 after completing tenures as the chief executive with downtown and community development organizations in Idaho, Illinois, Washington and Wisconsin.

Our network includes former downtown, business district and community development management executives and private sector practitioners with "real world" hands-on experience. We share our experience and "lessons learned" to offer practical advice and solutions for community organizations and local initiatives.

Over the course of our history, industry-leading consultants located throughout the United States have collaborated with DPN to complete assignments in communities, urban areas and neighborhoods of nearly all sizes. Our structure and approach match the unique talents, skills and experience of network consultants and partners with the individual goals and needs of each DPN client.

Now in its eleventh year, DPN has established a strong track record of past work and success, and is primed to apply our skills and experience as a strong partner working toward the continued enhancement and ultimate success of development and revitalization initiatives in communities, business districts and neighborhoods across the United States.



APPLICATION FOR SERVICES

MARKET STUDY UPDATE & BUSINESS RECRUITMENT TRAINING

Michigan Main Street Center
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, MI 48913

Please answer the questions on this application accurately and to the best of your ability. **Please email completed application to krizov11@michigan.org by 4:00 PM on Friday, March 24, 2017.**

Applicant Information

- 1) Name of Community:
- 2) Name of Local Main Street Program:
- 3) Address:
- 4) Main Street Manager:
 - Phone:
 - Email:
- 5) Name of Volunteer Project Chair:
 - Phone:
 - Email:
- 6) Has your community previously gone through Market Analysis Service? If yes, when? Who was the facilitator? Has the finished document been utilized or neglected? Please attach a copy of the final report.
- 7) What trainings or seminars has your Main Street provided to the business community in the last 2 years? How did the Economic Restructuring committee follow-up with the individual business owners? Provide a description of the projects and their relative success, as well as attach all print materials and completed work plans for each.
- 8) What other technical assistance does your Main Street Program provided to local businesses?
- 9) Does your local Main Street program have:
 - Business Inventory
 - Business Directory

- Business Assistance Team
- Block Captain Program
- Business Visitation Program

- 10) Provide an outline of a work plan for this service and how it will be incorporated into the overall strategy of the Economic Restructuring Committee.
 - Include any plans for follow up visits, etc.
- 11) Describe how the local Main Street program will work to educate and inform property and business owners, city council and staff, other district stakeholders, and the broader community on the benefits of obtaining an updated market study.
- 12) Please provide a resolution from the board of directors in support of the MMS Market Study Update & Business Recruitment Services.
- 13) What other Application-Based Services have you been awarded in the past and what actions haven been taken locally as a result of those services?

AGREEMENT

This agreement made and entered into this 23rd day of January 2017, 2014, by and between the Charlevoix Downtown Development Authority (DDA) located at 210 State Street in Charlevoix, MI and Bills Farm Market, located at 4450 East Mitchell, Petoskey, MI 49770 (Contractor).

WITNESSETH

Whereas, the contractor has offered to provide and furnish Christmas Decorations, display equipment and material to DDA pursuant to the terms, conditions, and provisions hereinafter set forth, and, whereas, the DDA is desirous of accepting and does accept the offer of the contractor to provide and furnish said holiday decorations, display equipment and materials in accordance with said terms, conditions and provisions.

Now therefore, the parties hereto in consideration of the promises, and the promises of each to the other mutually made and accepted, covenant and agree as follows:

1. Contractor agrees to furnish the materials and install/remove materials specified to lessee during the holiday seasons of 2014, 2015, and 2016. 2017, 18, 19?
2. The decoration and materials which shall be furnished by the contractor for the use and benefit of the DDA shall consist of the components as follows:

- Thirty five (35) 24" mixed green wreaths for light poles \$682.50
- Garland \$420.00
 - Thirty five (35) 14' pieces of garland for light poles
 - Four (4) 15' and two (2) 25' pieces of garland for alleyways
- Labor, travel, installation and removal \$630.00

Plus installation and removal of Lights 350.00
TOTAL \$1732.50
Total 2,082.50

3. Contractor shall complete the work to be performed in accordance with the following schedule:
 - Installation- decorations to be installed in designated areas after November 1 and on or before November 20th in each year during the existence of the contract.

Removal- decorations shall be removed on or before February 28 but not sooner than February 10 in each year during the existence of the contract.

4. Contractor shall maintain insurance which names the Charlevoix DDA and City of Charlevoix as a named insurer.

5. The DDA agrees to pay the Contractor for its services and materials designated at paragraph 2 hereof, the sum of \$1732.50 which shall be paid to the lessor two weeks after receiving an invoice from the Contractor. In the future, if additional work is required, contractor shall maintain the price of \$50 per additional pole, inclusive of labor, materials, installation and removal. Other changes may be negotiated in the future if both parties are agreeable to the terms.

6. This agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

In witness whereof, the parties hereto have caused the execution hereof by their duly authorized officers this 27th day of October 2014.

23rd January 2017

CONTRACTOR, BILLS FARM MARKET

Signature: Bill McMaster
Printed Name: Bill McMaster
Title: owner Bills Farm market

CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Signature: Bethany Pearson
Printed Name: Bethany Pearson
Title: Community Economic Development Director



CITY OF CHARLEVOIX

210 STATE STREET | CHARLEVOIX, MICHIGAN | 49720

Charlevoix Main Street DDA

(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board

From: Lindsey J. Dotson, Main Street/DDA Executive Director

Subject: Snowmelt System – Antrim Street

Date: January 23, 2017

The City of Charlevoix will be continuing their infrastructure improvement projects in 2017 including the 100 block of Antrim Street which is the DDA district. An opportunity presents itself to install heated sidewalks in conjunction with the city street work, since everything will be completely rebuilt during this construction season. Please advise if you would like staff to look into what this may cost and explore funding options.