



AGENDA
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET MEETING
Monday, August 26, 2019- 5:30 PM
Council Chambers - 210 State Street, Charlevoix, MI 49720

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding 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
 - B. Monthly Report
 - C. Committee Minutes
- 6. Reports**
 - A. Director's Report
 - B. Memorandum of Understanding with Visit Charlevoix
Amanda Wilkin, Director
 - C. The Vault Co-Working Space Pro Forma & Biz Plan
Lindsey Dotson, Executive Director
 - D. DDA Financials
Lindsey Dotson, Executive Director
- 7. Old Business**
 - A. Coworking/Business Incubator Space Lease - The Vault
Lindsey Dotson, Executive Director
 - B. Creation of a Bridge Park Building Committee
Maureen Owens, Chair
- 8. New Business**

- A. The Vault Logo
Lindsey Dotson, Executive Director

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.

CHARLEVOIX MAIN STREET MISSION

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

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Consent Agenda

TITLE: Minutes

DATE: August 26, 2019

ATTACHMENTS:

- ▣ Regular Meeting - July 22, 2019

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET MEETING
Monday, July 22, 2019 at 6:00 p.m.
210 State Street, City Hall, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Vice Chair: Richard Christner

Members Present: Sam Bingham, Sean Bradley, Richard Christner, Kirby Dipert, Luther Kurtz, Paul Silva, Rick Wertz, Amanda Wilkin

Members Absent: Maureen Owens

City Staff: Lindsey Dotson, Executive Director

4. Inquiry into Potential Conflicts of Interest

Mayor Kurtz suggested removing the Round Lake Group lease from the agenda until they had enough information for discussion and it could be added to the next meeting's agenda.

Motion by Mayor Kurtz, second by Member Dipert to take the Round Lake lease item off the agenda. Motion passed by unanimous voice vote.

5. Consent Agenda

A. Minutes

B. Monthly Reports

Motion by Member Bingham, second by Member Silva to approve the Consent Agenda items as presented. Motion passed by unanimous voice vote.

6. Reports

A. Director's Report

Director Dotson stated that she received feedback from *Brian's Ice Cream Experience* regarding their cooperative ad campaign. They indicated that it had been their best summer ever and would participate in this campaign next year.

Director Dotson reported that more discussion was needed with Chief Doan about utilizing crossing guards during events. She noted that she would draft the letter to the DeVos family for funding a feasibility study for the snowmelt system. Director Dotson was asked to serve on the *Education Committee* for the *National Main Street Conference*.

B. Entrepreneurial Ecosystem Technical Assistance Report

Director Dotson stated that the Economic Vitality Committee planned a special meeting on August 6th to discuss the findings of the Report.

C. Sidewalk Sales Update

Sara Hagan, Chamber of Commerce, stated that they want to enhance Sidewalk Sales in August by using the East Park sidewalk for non-downtown Chamber member businesses to set up as vendors.

D. AmeriCorps VISTA Member Update

Director Dotson stated that they received three applications for the AmeriCorps VISTA position and they would be conducting another interview next week. If they do not select a candidate by the July 23rd deadline, an extension will be granted with a new start date of September 3, 2019.

7. Old Business

8. New Business

A. Charlevoix County Ignite Sponsorship Request

Director Dotson explained the program and competition in detail. She stated that Consumers and DTE Energy contributed money for all of the pitch events which includes Charlevoix, Antrim and Cheboygan Counties. Discussion followed regarding the \$2,500 silver level sponsorship, current DDA sponsorship funds, other events supported by

sponsorships, limitations on the number of times an event can be sponsored, and status of other Main Street contributors. Member Wilkin recalled that all sponsorship dollars are budgeted before the year starts.

Motion by Member Silva, second by Member Dipert to approve a sponsorship for the Charlevoix County Ignite pitch competition at the Honorable Mention level of \$500. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

Vice Chair Christner recalled that they identified some goals during a recent work session. Director Dotson stated that she had not heard anything regarding SBEL and assumed that the funding opportunity had passed. She stated that the next step could be issuing a Request for Qualifications to get a firm to help them through the process.

Member Wilkin thanked Director Dotson and the City Manager for prohibiting an NLEA event from using our logo.

11. Board Comments

12. Adjourn

Meeting adjourned at 6:38 p.m.

Joyce Golding/fgm

City Clerk

Richard Christner

Vice Chair

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
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Consent Agenda

TITLE: Monthly Report

DATE: August 26, 2019

ATTACHMENTS:

- ▣ July Report to MEDC

Home My Profile Project Information MEDC Programs My Applications My Awards Other Reports

Michigan Main Street Monthly Report

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

Metrics Number M-0000110298
Account City of Charlevoix
Reporting Period Start 7/1/2019
Submitter's Name Lindsey Dotson

Status Submitted
Name Leigh Young
Reporting Period End 7/31/2019
Due Date 8/10/2019

Activity & Use / Employment

New Business Opened in MSA

Business Name	Address	Type of Business	FTE Jobs Added	Part-time Jobs Added
Pace Interior Design	104 Michigan Ave.	Office	1.0	
j. luxe - a salon	112 Michigan Ave	Service Business	2.0	
Chabad of Charlevoix	108 Michigan Ave.	Places of Worship	2.0	

Businesses Closed in MSA

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
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Business that Moved out of MSA

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
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Existing Businesses that Expanded in MSA

Business Name	Address	Type of Business	Type of Expansion	FTE Jobs Added	Part-time Jobs Added
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Existing Businesses that Contracted in MSA

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

New & Rehab Housing in MSA

Type	# of Units	Address	Rent or Purchase Amount	Monthly Rent or Purchase Price
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Investment

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
Thistle	327 Bridge Street	New signage	\$4,000.00		

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

Business Name	Address	Private Investment	Public Investment	Source of Public Fund
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New Construction in MSA

Business Name	Address	Private Investment	Public Investment	Source of Public Fund
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Buildings Sold in MSA

Address	Amount of Sale
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Address	Amount of Sale
104 Michigan Ave	\$80,500.00

Main Street Data

Volunteer

Total Board Volunteer Hours	Total Volunteer Cost	Total Project (Non Event) Volunteer Hours
25.00	\$0.00	24.00

Training Sessions Attended

Event Title	Who Attended	Date	Topic
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Fundraising/Membership Last Month

Type	Amount
Earned	1000.00

Downtown Events & Activities - All Committees

Event	Type	# of Attendees	# of Volunteer Hours	Event Expenses Incurred by Main Street	Main Street Event Revenue
Main Street Monday during Venetian Festival	Community	500	16	\$650.00	\$0.00

Other new/Comments

Board Member Changes: Position Names Leaving and Names Arriving

Position	Name Leaving	Email	Name Arriving	Email
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Other News or Commentary

We just signed a lease to rent a space on State Street below Huntington Bank to open a co-working/business incubator space. We hope to start on tenant improvements and have a soft opening sometime soon. We will have an AmeriCorps VISTA starting on August 19th. Her name is Jayn Lynskey and we are thrilled to have her joining the team to help start-up and run the co-working space.

Program & Outlook

Things get quiet around the office in July so we didn't have many committee meetings happening. We have a good group coming to Grand Haven quarterly training which will be a nice change for Charlevoix. Hoop Skirt Alley is hoppin'!

Suggestions for State and National Staff

Keep up the great work!

Upload Attachments

Attach a copy of meeting minutes from last month's board meeting and copies of meeting minutes from committee meeting

Name	Date Uploaded
Agenda_2019_7_22_Meeting(81).pdf	8/9/2019 2:23 PM

michiganbusiness.org

Michigan Economic Development Corporation, 300 N. Washington Sq., Lansing MI 48913 Phone: 888.522.0103

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Consent Agenda

TITLE: Committee Minutes

DATE: August 26, 2019

ATTACHMENTS:

- ▣ Org/Promo Committee- June
- ▣ Economic Vitality Committee
- ▣ Org/Promo Committee - August
- ▣ Design Committee



Promotions/Organization Committee
Thursday, June 20 2019
8:00 a.m.; City Hall; Upstairs

Members Present: Lindsey Dotson, Sarah Hagen, Jessica Anderson, Sue Barnard, Dennis Kusina, Caitlin Cole, Richard Christner, Katherine Forrester, Maureen Owens, Leanne Ackert, Dan Barron, Jean Musilek.

Meeting Minutes

8:00am I. Call to Order: 8:00am

8:01am II. Approval of Minutes: April 25, 2019 Dennis/Richard

8:03am III. Ongoing Business:

A. Events & Projects – Updates, Needs

1. Cooperative Ad Campaign (Lindsey): Photos are finished. July will be Mercado. Tap Room went better than Thistle.
2. Summer Concert Series – Upcoming Event (Jean): Next Thursday is 1st performance. Posters are out. Will launch shirts into audience. July 5 and 6 is Shakespear. Maureen and Leanne are the same age and skipping the reunion. No volunteers needed. Lindsey can change the lights on the bridge.
3. Venetian ‘Main Street Monday’ – Upcoming (Dan): Line up all set. Lindsey will meet with Dan’s people.
4. Restaurant Week – Future of Event (Lindsey): Do we still do 2? Yes!

B. Organization

1. Newsletter
 - i. June Statistics (Richard): Just sent out. 37% open rate, 16% click throughs (many to summer concert series). Richard will resend and the numbers should go up.
 - ii. July Deadline (Richard): July 14th
 - iii. August Deadline (Richard): August 11th

8:35am IV. New Business

CHARLEVOIX MAIN STREET MISSION

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- A. DDA Board Work Session (Lindsey): Mainstreet met most of the goals we set at the outset of program. Now we need new goals-Housing and SBEI? New focus is to promote housing in downtown (root of all evil in MI!).
- B. AmeriCorps VISTA (Lindsey): Job available with AmeriCorps-starts in August
- C. Secretary and Chair Positions: Katherine will take over as Secretary and Kaitlin will take over as Chair.

8:50am V. Volunteer Hours: ?

8:55am VI. Good of the Order

9:00am VII. Adjournment: 8:43am

Next meeting: August 15, 2019

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Charlevoix Main Street
Economic Vitality Committee
Meeting Minutes
August 6, 2019 - 8am

Present: Lindsey Dotson; Sarah Hagen; Maureen Owens; Sam Bingham; Luther Kurtz; Amanda Wilkin

Lindsey Dotson called the meeting to order at 8:00am.

New Business

a) Entrepreneurial Ecosystem Technical Assistance Report Review

- a. The team reviewed and discussed the report of findings from the technical assistance that we received in May to discuss determining what we want assistance with moving forward. The Board had suggested moving forward with recommendation 6: **Focus on housing by directly focusing in on downtown workforce housing opportunities, rather than trying to influence the more macro needs.**

After some discussion the group agreed that in order to reduce duplication of efforts/resources that combining recommendation 6 with 4 would be an appropriate step as we consider the larger picture of affordable housing in downtown. Recommendation 4: **Convene local investors around Grubstake program to develop local community capital pool**

b) Charlevoix County Ignite Pitch Competition

- a. Dotson provided an overview of the business model pitch night event that will take place on October 9th at Castle Farms. Applications are available on the website (charlevoixignite.com) and will be due on September 19th.

Old Business

a) Remote Office/Home Office (ROHO) Collaborative Update

- a. Dotson updated the group that the lease will be signed any day now and that the AmeriCorps VISTA member will be starting on August 19th.

- b) **"Match on Main" grant update** - Lindsey Dotson informed the committee that My Grandmother's Table was approved for the grant and that the grant agreement document will be coming soon.

Economic Development Update

- a) **Businesses: opening and closing** - Dotson updated the committee about the new salon J. Luxe that opened in the Edgewater complex along with Pace Interior Design.
- b) **Buildings: sold and for sale** - no updates were given.

Volunteer hours were reported.

Meeting adjourned at 9:00 am.

Next regular meeting is September 10, 2019 at 8am



Promotions/Organization Committee
Thursday, August 15, 2019
8:00 a.m.; City Hall; Upstairs

Members Present: Lindsey Dotson, Sarah Hagen, Denis Kusina, Caitlin Cole, Richard Christner, Katherine Forrester, Maureen Owens, Leanne Ackert, Dan Barron, Larry Levengood, Tim Salmonson

Meeting Minutes

8:00am I. Call to Order: 8:00am.

8:01am II. Approval of Minutes: June 20, 2019 Larry/Richard

8:03am III. Ongoing Business:

A. Events & Projects – Updates, Needs

1. Cooperative Ad Campaign (Lindsey): Lindsey reviewed campaign results. The Mushroom House Tours were scheduled for August.
2. Summer Concert Series – Upcoming Event (Jean)
Sarah noted that there were two concerts left for the year. The attendance was down the Thursday after Venetian. The committee discussed Shakespeare in the Park and the program's budget.
3. Venetian 'Main Street Monday' (Recap): Dan said that Main Street Monday went well overall. He discussed the possibility of changing the format for 2020.
4. Restaurant Week – (Lindsey)
Restaurant Week is happening November 3-9.

B. Organization

1. Newsletter
 - i. July Statistics (Richard) Open Rate: 48%, click through rate:11.6%.
 - ii. August Deadline (Richard) He will send an email reminder for content. September deadline 14th.

8:35am IV. New Business

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- A. AmeriCorps VISTA (Lindsey) Lindsey hired Jayne Lynskey. She will be starting Monday. She has worked as a teacher's aide in the past.

Other

Lindsey reminded the committee about the Quarterly Training happening October 8th. She also asked the committee to start thinking about program ideas for 2020. The committee discussed the farm to table article Lindsey emailed out. Maureen stated she will talk to Beth Anzel about working with the farmer's market to make this idea viable.

Dan would like to approach the county commissioners about handicap parking during events. He felt there were not enough spaces at this time. Lindsey stated the Design Committee may be interested in this project.

The committee discussed succession planning and volunteer fatigue. Lindsey announced the opening of the co-working space: The Vault. The next meeting is scheduled for September 19th.

8:50am	V.	Volunteer Hours: 198
8:55am	VI.	Good of the Order
9:00am	VII.	Adjournment: 8:50am

Next meeting: September 19, 2019

CHARLEVOIX MAIN STREET MISSION

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Charlevoix Main Street Design Committee
Thursday, August 15, 2019
4:00 PM – City Hall Council Chambers
Minutes

Attendees: L. Dotson, J. Duerr, D. Fate, D. Miles, L. Keinath, M. Owens, E. Selph

Absent: G. DeMeyer, P. Glotzhober, P. Weston

- I. **Approval of Minutes** - The Minutes from the June 6, 2019, meeting which were sent out in advance via email were approved as written.
- II. **Outstanding Business**
 - a. Report from the DDA meeting: Lindsey reported that The Vault, which will be managed by the new Americorps VISTA volunteer Jayne Lynskey, will be opening September 1 as a co-working space. It is in the lower level of the Huntington Bank Building.
 - b. 2019 Work Plans:
 - i. Street Lighting -
 1. Holiday Lighting did some repair work in July and will come back in September to wrap up for the year.
 2. Approach to lighting in the parking lot areas: it was agreed that any new lighting needs to be effective, aesthetic, environmentally friendly and fit with our SBEI strategy. Denise questioned whether all of the street lamps in the lot are functioning.
 - ii. Historic Signage - the public unveiling took place at the Library on July 2nd (Denise) and in East Park Odmark Pavilion on July 5 (Maureen).
 - iii. Main Street Design Guidelines - Lindsey update with examples of images from local projects. Discussion was held about our intended target, how to communicate it, and how to disseminate them. It was agreed that a forum with local contractors could be an effective way to generate interest in use of the Guidelines and potential relevant projects. This is proposed for the November timeframe. Other options to distribute could be links pertaining to preservation on websites such as the CVX Public Library and Historical Society. Also discussed was whether an ordinance should be considered for enforcement of the Guidelines or the permitting process.

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- iv. Design Assistance - Due to lack of resources at the State level, assistance will be limited to redevelopment sites only, meaning it is currently not an option for Charlevoix.
- c. Façade Grant Program - No new projects received, so \$7,700 remains in current budget. Going forward, it was discussed whether we should and can take a more targeted approach to address specific areas of need, e.g., the 300 block of Bridge Street, and the SBEI strategy in phases. Attendees of the forum, if held, will be informed of the grant funds remaining.
- III. **New Business** - none
- IV. **Call for Future Agenda/Research Items**
 - a. Considerations for issues to deal with through Main Street: handicap parking (suggested by Promotions committee), improving our Walk score (currently 67), environmental-related topics such as recycling.
- V. **Adjournment** - the meeting was adjourned at 5:00 PM.
- VI. **Volunteer Hours** - were reported.
- VII. **Next meeting: Thursday, October 3rd @ 4:00 PM at City Hall**

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Reports

TITLE: Director's Report

DATE: August 26, 2019

BACKGROUND:

Media Mentions

It has been a quiet month!

Director Schedule

I am planning to be out of the office on the following days:

October 1 & 2 (CEC Conference in Ludington)

October 7 & 8 (Michigan Main Street Quarterly Training - Grand Haven, MI)

Upcoming Director Speaking Engagements

October 1 & 2 - CEC Conference in Ludington

Match on Main Small Business Grant

The application we submitted on behalf of My Grandmother's Table was approved, but we have not received the Grant Agreement from MEDC yet. I have all receipts in hand so once the grant agreement arrives we can start to process receiving the funds and reimbursing the business. I intend on doing a "big check" presentation for a photo opp along with writing a press release when all is said and done. I will email the Board and Economic Vitality committees about a date/time for the photo opp once all of that is determined.

Cooperative Ad Campaign Update

The following measurable results from the July ads we ran are below.

July: The Mercado

Billboard: 165,768 + total impressions

Northern Express: 90,000 readers

Community Shopper: ???

Facebook promotion: 3,073 people reached, 431 engagements, of which 100% were women and the largest age group was 65+. 91.1% saw ad on mobile device

Instagram promotion: 73 likes, 5,429 reached, 20,292 impressions (73% was from promotion), 6 new followers, of which 67% were women and the largest age group was 18-24.

Life in Charlevoix Mobile App: 1389 users in July – 158 viewed coupons & specials, 15 viewed the Alley Mac n Melts profile, 7 viewed The Cantina profile, 5 viewed True North Interior Design & Antiques, 4 viewed The Salad Fork profile, 2 viewed Brian's Ice Cream Experience

Blog: Didn't get answers to Q&A so blog wasn't published (working on that now for August blog)

Charlevoix County Ignite - Business Model Pitch Competition

October 9, 2019 | Castle Farms

Doors Open at 5:00pm | Event Starts at 5:30pm

www.charlevoixcountyignite.com

Polish up your business plan! All Charlevoix County entrepreneurs and new businesses two years old or less are invited to apply to compete for startup capital toward their business and a chance to advance to the finale competition, Grand Event, to compete for more startup funds. Applications are live and being accepted until September 15th.

Competitors will receive business counseling from professionals to help in preparing a 4-minute business pitch for the panel of judges on the night of the competition. 1st (\$10,000), 2nd (\$2,000), and 3rd (\$1,000) place winners will be awarded as well as an audience selected People's Choice Award (\$500). The top 3 winners will have a chance to compete for more money during The Grand Event in November.

The public is welcome to come and cheer on their favorite businesses for this exciting competition!

There will be time for competing businesses to network and make connections with other business professionals and angel investors in the audience.

Public Act 57 Updates

All necessary updates have been made to our website to be in compliance with Act 57. We will have to hold one more public info session this year. We will do that before our regularly scheduled meeting in December.

Snowmelt Feasibility Funding Request Letter Update

As of August 23, the letter has not been sent. I have been busy working on training Jayne and getting The Vault ready to open. I will attempt to have a draft ready by the beginning of our meeting on the 26th.

Michigan Retailers Association & MLive "Michigan's Best" Video Launch Party

Celebrate Charlevoix on Video!

Tuesday, August 27, 2019 at 6 PM – 8 PM

Lake Charlevoix Brewing Company 111 Bridge Park Dr, Charlevoix, Michigan 49720

Michigan Retailers Association, MLive's Michigan's Best team and Downtown Charlevoix are throwing a video reveal party of what makes the Charlevoix area so much fun. Enjoy prizes, an appearance by Buy Nearby Guy (who wants you to keep shopping local!) and having fun with Michigan's Best John Gonzalez and Amy Sherman!

NW Michigan Housing Summit - October 18th

Please let me know if you're interested in attending the summit before September 15th.

JOIN COMMUNITY LEADERS BUSINESSES, HOUSING AGENCIES, AND FUNDERS TO NETWORK, LEARN, AND BUILD SOLUTIONS FOR HOUSING CHOICES IN NORTHWEST MICHIGAN - OCTOBER 18, 2019 | TRAVERSE CITY

9 AM - 4 PM • Friday, October 18, 2019

Hagerty Conference Center, Traverse City, MI

SUMMIT SESSIONS

- *Leveraging land for housing investment*
- *MSHDA's Housing Needs Assessment update*
- *State policy initiatives*
- *Communications tools and solutions*
- *Developer perspectives & success stories*

HOSTED BY

Housing North & Networks Northwest

REGISTRATION

Register by September 15: \$45

Register September 16 - October 10: \$55

Register Online:

nwm.org/housingsummit

State of the Community Luncheon

Who wants to attend? September 10th at 11:30am - Please let me know so that I can get tickets for us, thank you.

Entrepreneurial Ecosystem Technical Assistance Follow Up Visit - September 12th

Matt Wagner will return to Charlevoix on September 12th - I don't have an agenda yet but please mark your calendars so that you can attend.

National Main Street Board Check In - August 29th

Our annual board check in with Michigan and National Main Street is approaching on August 29th. See info about the day below and note that your involvement is only 1.5 hours in the morning 8:00 - 9:30 AM.

Please let me know if you are able to attend ASAP and please take a few moments to complete the attached questionnaire and then send back to me no later than August 23rd. Thank you!

Introduction:

For the past few years, Michigan Main Street has been helping communities identify transformation strategies that can leverage their districts economic opportunities. These efforts confirmed the crucial role that Main Street leaders serve in elevating the focus of their organizations and identified an important need to increase support to their own role as well. In addition, the strategy-driven focus has offered a timely opportunity to update and enhance alignment with the national accreditation process.

With all these important considerations, Michigan Main Street will be conducting visits in each of Michigan Main Street communities throughout 2019 to meet with local leaders, including Main Street Board of Directors and City officials to share details on the transition to the **new National Community Accreditation Standards**. Furthermore, Michigan Main Street will utilize these visits to also work with the Main Street Directors to assess and define a plan for active **leadership development** to support their specific role and that of the program's leadership base in leading, managing, and executing successful revitalization efforts.

The community visits will include the following components:

- v **Meeting with Community and Main Street Program Leaders – Thursday, August 29th**
 - o **8:00 to 9:30am – City Hall Council Chambers**
 - o **Focus:** update on transition to new National Community Accreditation Standards.
 - o Who should be in this meeting: **Main Street Board of Directors, Program Director, City Officials**

(Manager, Mayor/Council, Senior Staff), representatives from partner organizations.

✓ **Work with Main Street Director Retreat –**

- o 10:00 – 2:00 or 2:30pm
- o Focus: outlining a matrix and plan for individual leadership development as well as recommendations for the program's leadership base.

In preparation for the visits, Michigan Main Street will work with communities to confirm the following:

- Background materials for the communities are submitted to MMS, including documentation that shows the program's projects and activities and leadership base within the board and committees.
- MS Board of Directors leadership questionnaire - perspectives on the strengths and opportunities to enhance their program's leadership base, including their own roles, the current roles of the board, and committees/teams (attached).
- MS Directors self-assessment inventory – including perspectives on strengths and areas for leadership development for the program's base, and more specifically for their role in leading, managing, and executing the program's efforts.

ATTACHMENTS:

- ▢ Housing Summit Flyer
- ▢ Charlevoix County Ignite Flyer
- ▢ Questionnaire

NORTHWEST MICHIGAN HOUSING SUMMIT 2019

OCTOBER 18, 2019 | TRAVERSE CITY

JOIN COMMUNITY LEADERS BUSINESSES, HOUSING AGENCIES, AND FUNDERS TO NETWORK,
LEARN, AND BUILD SOLUTIONS FOR HOUSING CHOICES IN NORTHWEST MICHIGAN

9 AM - 4 PM • Friday, October 18, 2019
Hagerty Conference Center, Traverse City, MI

SUMMIT SESSIONS

- Leveraging land for housing investment
- MSHDA's Housing Needs Assessment update
- State policy initiatives
- Communications tools and solutions
- Developer perspectives & success stories

HOSTED BY

Housing North & Networks Northwest

REGISTRATION

Register by September 15: \$45

Register September 16 - October 10: \$55

Register Online:

nwm.org/housingsummit

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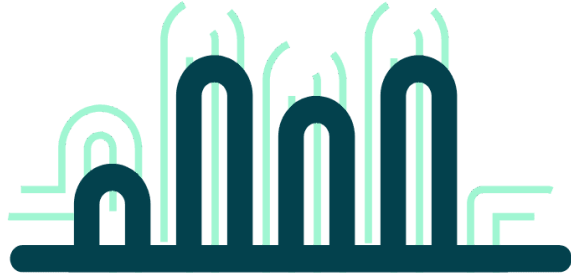


OPPORTUNITY
RESOURCE FUND
A CATALYST FOR MICHIGAN COMMUNITIES



MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

BUSINESS MODEL COMPETITION



OCTOBER 9, 2019

CASTLE FARMS

DOORS OPEN AT 5:00PM

Charlevoix County Ignite

STARTS AT 5:30PM

2018 GreenLight East Jordan Winners

1st Place-\$10,000, Baris Atmaca of Socks Kick

2nd Place-\$2,000, Tiffany Barrett of TCB, LLC Wellness Center

3rd Place-\$1,000, Travis Glowney of Sink or Swim

People's Choice-\$500, Baris Atmaca of Socks Kick

Student Entrepreneur Winner-\$1,000, Bailey Paxton of Agile Care Solutions

Watch entrepreneurs vie for seed dollars! Charlevoix County entrepreneurs & business owners compete for a share of **\$15,000** in startup funds plus a chance to advance to the Grand Event.

Visit www.charlevoixignite.com for more information

SPECIAL THANKS TO OUR SPONSORS



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ECONOMIC ALLIANCE

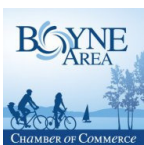
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East Jordan
Chamber
of
Commerce



MAIN STREET LEADERSHIP QUESTIONNAIRE – For Board & Committee/Teams

Please take a few minutes to answer the following questions. This information will be helpful in looking at the needs of your program's leadership base.

Your NAME (optional, but helpful): _____

1. Your current roles within the organization (Please mark all that apply):

a. **Within the Board of Directors:** ☐ Officer ☐ Member-at-Large

Please describe your role (s): _____

b. **Within Committee (s):**

Committee (s): _____ ☐ Chair/Leader ☐ Member

Please describe your role (s): _____

c. **Specific Project (s):**

Project (s): _____ ☐ Chair/Leader ☐ Member

Please describe your role: _____

2. WHY did you become involved with Main Street? _____

3. What are the strengths that you bring, or would you like to contribute to the Main Street program? _____

4. What challenges do you face in accomplishing your role (s)? _____

5. What type of support you would like to have to be more successful in your own role/efforts? _____

6. What strengths do you see in the program's leadership base (including Board, Committees, Director)? _____

7. What challenges do you see within the program's leadership base? _____

8. What type of support do you believe could help strengthen the program's leadership base? _____

Your background (optional, but helpful): ☐ Age: ____ ☐ Gender: ____ ☐ Race/Ethnicity: _____

☐ Current occupation: _____

☐ Skills & Interests: _____

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Reports

TITLE: Memorandum of Understanding with Visit Charlevoix

DATE: August 26, 2019

PRESENTED BY: Amanda Wilkin, Director

BACKGROUND:

Visit Charlevoix has drafted this memorandum of understanding between Visit Charlevoix, Charlevoix Area Chamber of Commerce, the City, and the DDA to identify roles and responsibilities of each organization as we continue to move forward in our partnerships to make Charlevoix as great as it possibly can be.

We think it would be beneficial for members of each perspective board to have a partnership meeting in the near future. Please review the document, come with questions, and let us know if you're interested in participating in said meeting.

ATTACHMENTS:

▣ MOU

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF CHARLEVOIX, MICHIGAN
AND
VISIT CHARLEVOIX
AND
CHARLEVOIX AREA CHAMBER OF COMMERCE
AND
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the following initiatives for the purpose of improving fiscal efficiency, provide better messaging, and eliminating redundancy in public communications efforts on behalf of Charlevoix, Michigan: 1) alignment of Charlevoix brand standards across multiple public-facing organizations, 2) establishing dedicated key publics for social media communication, 3) adopting a unified community events calendar, 4) consolidation of the “Charlevoix Travel Planner” and the “Charlevoix Area Guide & Business Directory,” and 5) advertising .

Overall Project Goals, Services, and Outcomes: Each of the four parties to this MOU regularly communicate with various publics for the purpose of enhancing the quality of life and economic vitality of the greater Charlevoix, Michigan area. While the overall efforts to do so have been effective, there is room for improvement in the areas of message alignment, message focus, and eliminating redundancies.

1) Alignment of Charlevoix Branding: To present a consistent, unified, and professional image of Charlevoix, Michigan as a place for tourism and investment, each of the four parties agrees to adopt the Charlevoix, Michigan brand guidelines as presented by a5 Branding & Digital, dated September 11, 2017, as their primary public-facing logo. Current logos may be used as a secondary image where appropriate.

2) Establish Dedicated Key Public for Each: While the overlap between messaging for key publics is expected, each of the four parties agree to focus their efforts on the following areas and key publics:

- City of Charlevoix- communicate information to residents about community events of routine local interest (i.e. children’s sports sign-ups), safety concerns, or governmental matters.
- Chamber of Commerce- communication efforts to promote the economic interests of chamber members to the local community.
- Charlevoix DDA- communication efforts to promote the economic interests of businesses in the downtown development district to the local community.
- Visit Charlevoix- communicate with non-residents to promote overnight tourism in the Charlevoix area.

Each party shall ensure that the other parties listed in this MOU are “followed” on their respective social media accounts. To the maximum extent possible, each party in this

MOU will re-share/post/tweet items from another party if applicable to their own respective key public. For example, a Visit Charlevoix post that is of interest to the Chamber or DDA's key publics will be shared. This will enhance the social media reach of the overall Charlevoix brand, regardless of where the social media post was initiated.

3) Adopt a Unified Charlevoix Events Calendar: Each party to this MOU has its own respective Calendar of Events, but none of them encompass all events occurring in the city of Charlevoix. However, the end-user, either a resident or tourist, is forced to search multiple calendars to find events of interest. To better meet the needs of both residents and tourists, the Charlevoix Area Chamber of Commerce, Charlevoix DDA, and Visit Charlevoix agree to adopt a single, shared events calendar online. This calendar will be filterable so that each type of user can easily search for events specific to them. In addition, calendar access for posting events shall be available for local businesses so that they can post their events directly, thereby giving a more-robust product for customers.

4) Consolidation of Printed Tourism/Area Guidebooks: Both the Charlevoix Area Chamber of Commerce and Visit Charlevoix produce annual guidebooks for the greater Charlevoix area. There are significant redundancies between the two publications, and both organizations would reap budget savings by combining their efforts into a single publication that achieves the organizational needs of each party. Both the Charlevoix Area Chamber of Commerce and Visit Charlevoix agree to provide a list of necessary criteria for their publications and begin work to consolidate the publications. To maintain the appeal of the publication for Chamber members, consideration shall be given to preferred placement of Chamber member's businesses throughout the publication.

5) Collaboration in Marketing and Distribution: Each of the parties to this MOU agree to work collaboratively in marketing Charlevoix, Michigan to their respective key publics. On a monthly interval or as needed, each party to this MOU will provide the other parties with a "Marketing Forecast" that quickly summarizes upcoming communication efforts. This will allow for better coordination between each party and avoid redundant efforts.

Termination: This MOU may be terminated by any party, for any reason, by giving 30 days written notice.

City of Charlevoix, Michigan
Date

Charlevoix Downtown Development Authority
Date

Charlevoix Area Chamber of Commerce
Date

Visit Charlevoix
Date

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Reports

TITLE: The Vault Co-Working Space Pro Forma & Biz Plan

DATE: August 26, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

First, it is time to meet our new AmeriCorps VISTA member, Jayne Lynskey!

Then, we can review the draft of the business plan/proforma as a group and discuss any amendments the Board wishes to see made.

The SBDC is working with Jayne and I on finishing the business plan. Sections of the plan have been delegated to some members of the ROHO committee who offer expertise in different areas. A final version will be ready for the September meeting.

ATTACHMENTS:

- ▣ Business Plan Draft

Cover Sheet

- The Vault, 201 State Street, Charlevoix, MI 49720



THE VAULT
CO-WORKING DOWNTOWN CHARLEVOIX

- Company logo:
- Website address: www.thevaultcharlevoix.com,
- Charlevoix Main Street DDA, info@thevaultcharlevoix.com 231-437-3454
- July 15, 2019
- NW Michigan SBDC 600 E. Front Street Traverse City, MI 49685

Table of Contents

Executive Summary

Do AFTER plan is written. One or two page summary overview of the business plan highlighting the primary ideas from each of the business plan components, starting with the most important highlights, i.e., details that emphasize the potential for success.

I. Company Introduction

A. **Mission and Vision – The mission of The Vault** is to provide a space that fosters entrepreneurship, collaboration, and creativity among members of the greater Charlevoix community.

Our vision for The Vault is to have a steady supportive stream of annual memberships supplemented by an increased amount of day-use drops-ins during the summer months that keep the space economically viable. Members and pop-ins will collaborate and partner, building up each other's businesses through an expanded network. Creativity will thrive here and people will be empowered to start their own businesses through a variety of classes, meetups, and workshops.

B. **Product Description –** A publicly operated co-working space/business incubator offering several membership levels and also drop-in services to people who work remotely or from a home office. With reliable internet connection and a central location in downtown with dedicated off-street parking, the location offers convenience and is also in the center of the action. The space offers several private offices, dedicated desks, plus ample pop-in desk space. Shared copier/scanner, Wi-Fi, and private meeting space equipped with all you need for conference calls or digital meetings/webinars available. Members enjoy 24-access and complimentary coffee & snacks. The space is ADA accessible, has a shared kitchen space with a microwave, refrigerator, and coffee maker.

C. Overview of Similar Projects –

THE LOFT (Harbor Springs) The Loft Coworking Space in nearby Harbor Springs has been a point of inspiration for The Vault. With a similar sized population and similar tourism-based economy, learning from that project has been an integral part of creating The Vault. The Vault is managed by their downtown development authority and has seen moderate success in the first two years of operation. Some concepts that we seek to duplicate include using the web based coworking space management program, Proximity Space to help make membership and drop-in user management as simple as possible. Our pricing structure will also be similar where applicable because we cater to a lot of the same market.

We have learned that adequate drop-in space is crucial in Harbor Springs since there are a lot of summer visitors and residents who need to use the space. We have also learned that dedicated desk space is important. Having a reliable wireless network is crucial as well, so the need to have two internet services so that users know they can depend on the space being connected is a key to success. On-site management seems to be an integral part of The Loft's success to help keep the space clean and well stocked with snacks and supplies.

With similar clientele we know that The Vault will be as successful as The Loft. Both of our communities have a large influx of visitors and summer residents and are extremely seasonal. Since the area is rural and seasonal, many people do not have reliable internet connection in their homes. Either it's not available where they live, or they don't bother paying for it because of the short time they spend in the area each year. Many of those people who spend time here do have to continue working on occasion and seek a place to connect so that they can get something done. Additionally, there are many self-employed people or remote workers in the area that sometimes need to escape the isolation of working from home.

Another feature that The Loft offers that The Vault will have are meetings/programs that allow people to mingle, connect, and collaborate, even if they aren't members of the space. They have Caffeinated Connection, educational classes, workshops, and more. The Vault will have a steady stream of special events and workshops to benefit the entire community, while also helping our members business grow as they demonstrate and share their expertise to attendees and fellow members.

D. Competitive Advantage – Our location is far enough away from other coworking spaces to be able to provide a service to those in the area and also to those visiting that isn't otherwise available. Tourism is strong in Charlevoix and the potential to be a resource for those who are vacationing or up for the summer is high. Since broadband is still expanding into the surrounding areas, many find their connection at home insufficient for the type of work they need to do. One local competitor is our local library, which has served as a free drop-in for residents and tourists alike who are working remotely in Charlevoix. The drawbacks of their space are limited hours (opens at 10am), lack of sufficient private study rooms during the busiest times of the year, and lack of dedicated desk space.

E. Legal entity, Hours of Operation, Location Description & Attributes – Operated by Charlevoix Main Street DDA, The Vault will be open 8am – 5pm Monday

through Friday for drop-in users. Monthly or annual members will have 24 hour access via keyed entry. The Vault is located at 201 State Street in the heart of downtown Charlevoix. Below Huntington Bank and steps away from the Public Library, City Hall, and Charlevoix County Building, the dedicated off-street parking can be a true convenience during the busy summer months in downtown. Walk to an abundance of restaurants, coffee shops, bakeries, and retail shops from The Vault, and enjoy conveniences like a downtown grocery store, print shop, eye doctors, dental offices, salons, spas, and more! The Vault features several private office spaces available for rent, dedicated desk space, as well as plenty of room for drop-ins. Renting a mailbox for a physical address in the downtown for your business is an option too! A large conference room equipped with technology for web based meetings or presentations is available to members or for rent by the day. A fully equipped shared kitchen boasts free locally roasted coffee for members. A mobile signal booster to ensure call clarity throughout the space helps ensure your conversations will go uninterrupted, despite the below-grade location. Shared copier/scanner and a reliable WiFi network makes The Vault your go-to for remote work, collaboration, start-ups, and more.

F. Commercialization Strategy (if applicable – timeframe and actions to move from idea to marketplace)

Internet & phone was installed on August 16th.

Copier machine, office chairs, and mobile signal booster were ordered on August 21st.

Locksmith was brought in on August 22nd to look at what it will take to prepare the door for 24/7 access.

Cleanup/decorating will take place from August 26th - September 6th.

Opening week will be September 9-13th. That week will be an open house for all to come and check out the space/use it for free. If users decide to purchase a membership, discounts will be given during this time. Special events will be planned for each day of the open house to draw more people in to see the space.

We aim to be 50% full (with private/dedicated desks) within the first month and 100% full after 6 months of being open.

II. Marketing and Sales

A. Industry analysis

1. NAICS or SIC overview
2. Current industry status and trends
3. Scope, nature, size of industry, number of customers, segments, growth rates
4. New products, services, or opportunities in the industry
5. Economic, political, legal, governmental, technological changes or social issues with potential impact
6. Trade associations that support the product/service area

B. Market analysis

1. Market size and trends
2. Primary and secondary market segments
3. Size of available market segments
4. Predicted annual growth rate of market segments

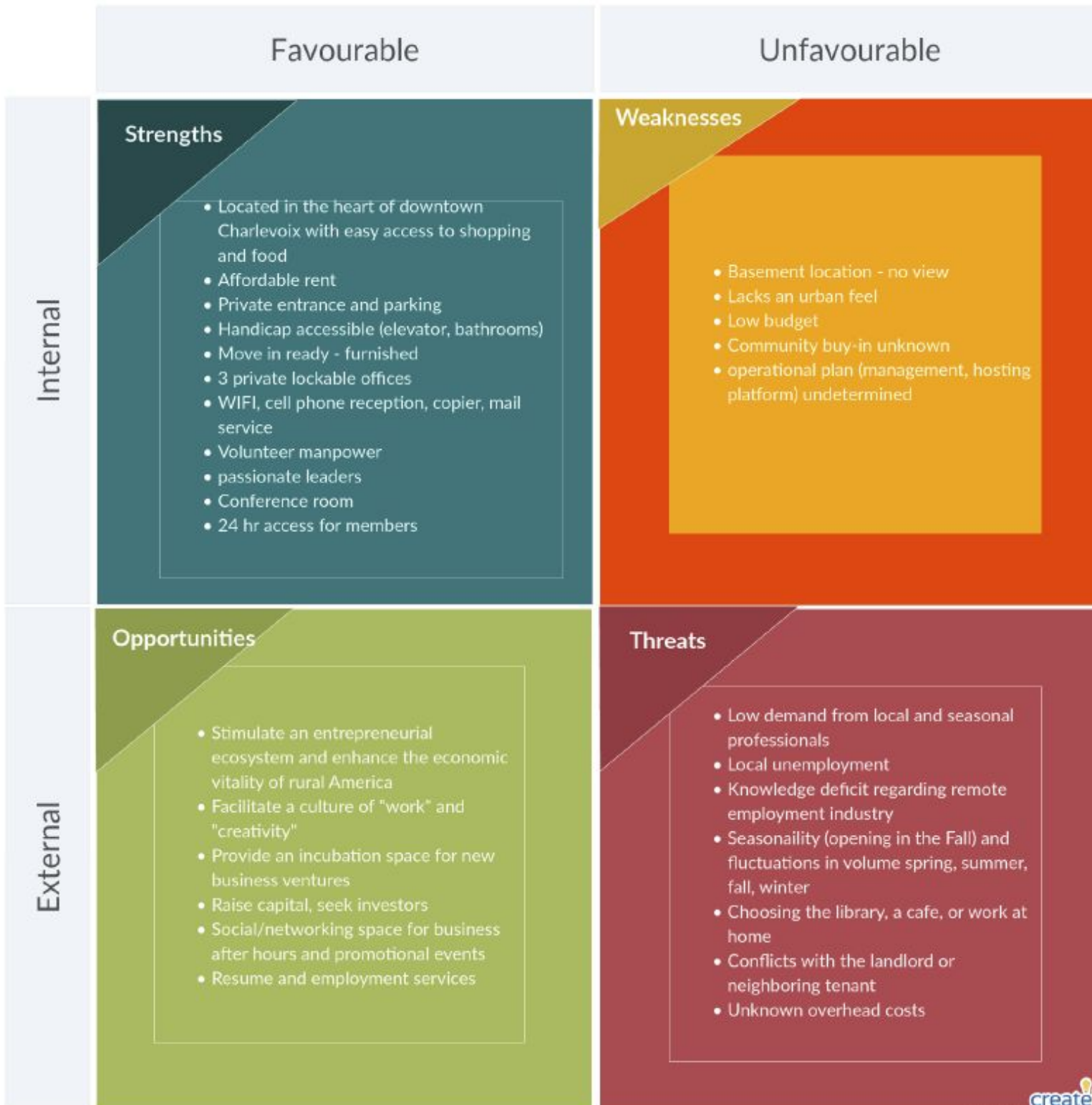
C. Customers

1. Target customer profile – demographics, characteristics, preferences
2. Geographic area of customers (where located, how close/far)
3. Problem solved or need filled for the market by this product/service
4. Buying behavior (when, how, how many, etc...)
5. Purchase decision-making process/patterns

D. Competition

1. Direct and indirect competitors (who, what, where, how, total sales, strengths and weaknesses)

2. Market share of competitors
3. SWOT analysis: strengths, weaknesses, opportunities, threats



E. Marketing & Sales Plan

1. Sales objectives
2. Benefit/feature analysis of product/service
3. Potential strategic partners
4. Pricing (price points, margins, profitability at various levels of sales)

Drop In - \$15.00

Be a member for the day and take advantage of our open coworking space from 8AM to 5PM (Monday-Friday), crazy-fast internet, conference room, and unlimited free coffee. You can also buy multiple-day passes using Punch Pass to save even more! (Note: The drop-in membership or first punch must be used on the day it is purchased.)

Mailbox- \$30.00 / month

Have a downtown mailing address for your business! If you work from home but need a physical address for mail and/or client meetings, we've got your solution! For \$30 a month, you get a downtown mailing address so that you can keep your private life private!

Punch Pass Punch Pass - \$12.00

Discounted Day Passes!

Private Office #1 - \$149.00 / month

Comes furnished with a desk and filing cabinet and lockable door. 24/7 Access, dedicated off-street parking, use of the conference room, and more!

Private Office #2 - \$199.00 / month

Medium sized furnished office with lockable filing cabinet and door. Off-street parking and use of conference room included in this membership. 24/7 Access!

Private Office #3 - \$249.00 / month

Great office for two people! Our largest private office, fully furnished with 24/7 Access!

Dedicated Desk - \$99.00 / month

No more hunting for a workspace! You'll have a desk that is always yours and only yours. This membership gives you unlimited access to the coworking space 24/7, crazy-fast internet, conference room credits, unlimited free coffee, and a community to support and help you succeed.

24/7 Access - \$79.00 / month

Do you work odd hours? This membership is for you! Get 24/7 access to The Vault for drop-in use outside of the regular 8-5 hours!

Conference Room Pricing:

Name	Price	Monthly Free Time	Booking Hours
24/7 Access	\$25	0 minutes	8 am - 5 pm
Community Member	\$25	60 minutes	12 am - 11 pm
Dedicated Desk	\$15	120 minutes	12 am - 11 pm
Drop In	\$15	0 minutes	8 am - 5 pm
Mailbox	\$25	0 minutes	8 am - 5 pm
Private Office #1	\$15	180 minutes	12 am - 11 pm
Private Office #2	\$15	240 minutes	12 am - 11 pm
Private Office #3	\$15	300 minutes	12 am - 11 pm
Punch Pass	\$15	0 minutes	8 am - 5 pm

5. Marketing plan (detailed advertising, promotion, and publicity plan including budget/costs, assumptions, and implementation schedule, 1 year minimum)

6. Sales plan (sales force analysis and expectations, distribution channels, commissions/costs, customer service, warranties)

III. Management and Operations

A. Management

1. Management team (key owners, officers, qualifications, duties & responsibilities, salaries & benefits)
2. Other key personnel and/or contractors to be utilized (accounting, legal, IT, marketing, sales reps, etc...)
3. Staffing objectives (number of employees, job duties & requirements, schedules, hiring & training plans)

B. Operations

1. Work processes (workflow, production, inventory management, distribution, bookkeeping, accounting, scheduling, etc...)
2. Facilities needs
3. Special tools or equipment needs

IV. Financials

A. Assumptions

B. Start-Up Costs and/or Uses of Funds

C. Cash Flow Projection and Breakeven Analysis

D. Income/Expense Projection

Expense:

Management Software: (proximity space)99/month	-1188
Rent/Utilities (1000/month)	-12000
Internet (1 provider) 75/month	-900

Income:

Private Office #1 @ \$150 a month	1800
Private Office #2 @ \$200 a month	2400
Private Office #3 @ \$250 a month	3000

Copier Maintenance Contract \$169 a month for 3 year lease	-2028	Day Use/Drop Ins (300x15)	4500	
Office Supplies	-2000	Conference Room Rentals (\$10 per hour with 300 users per year)	3000	
Cell signal booster (\$550 up front - no monthly)	-550	Cubicle/dedicated desk rentals (\$99x4x12)	4752	
Office chairs, lamps, décor items, cleaning supplies, and kitchen supplies	-1022.15	Mailbox rentals (15 at \$30 a month)	5400	
G-Suite (google business email - \$6/ month)	-72	24/7 Access @ \$79 a month (with 5 users)	4740	
AmeriCorps VISTA Member	-6000	SUN Fund	1000	
Website domain (thevaultcharlevoix.com)	-21.17			
Keypad for 24/7 access on door	-314			
Locksmith	-2112.84			
Logo Design	-552.5			
Phone & power strip	-99.98			
	-28860.64		30592	1731.36

E. Balance Sheet

F. Exit Strategy

Supporting Documents – Appendix or Exhibits

This section may include: List of owners (over 20% stock), personal financial statements on all owners, tax returns, principal's resumes, letters of recommendation, purchase agreements, site plans, or other documentation referenced in plan.

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Reports

TITLE: DDA Financials

DATE: August 26, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

ATTACHMENTS:

- ▣ Financial Update as of August 22, 2019

CITY OF CHARLEVOIX
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING AUGUST 31, 2019

FUND 255 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
REVENUE							
255-000-403.000	CURRENT PROPERTY TAX LEVY	37,575.75	10,478.45	10,478.45	38,900.00	(28,421.55)	26.94
255-000-403.001	CURRENT PROPERTY TAX LEVY T/F	417,460.86	314,096.33	314,096.33	417,500.00	(103,403.67)	75.23
255-000-420.000	DELINQUENT TAXES - DDA	1,218.01	.00	(16.92)	.00	(16.92)	.00
255-000-445.000	INTEREST & PENALTIES - DELINQ	176.91	.00	.00	.00	.00	.00
255-000-573.000	STATE REVENUE - OTHER	9,147.35	.00	.00	5,000.00	(5,000.00)	.00
255-000-580.001	GRANTS - OTHER	.00	.00	9,132.00	3,000.00	6,132.00	304.40
255-000-650.000	FARMERS MARKET SALES	16,873.20	.00	.00	.00	.00	.00
255-000-651.000	FARMERS MARKET BOOTH FEES	10,580.00	.00	.00	.00	.00	.00
255-000-665.000	INTEREST EARNINGS	1,901.75	.00	(657.36)	1,000.00	(1,657.36)	(65.74)
255-000-668.000	RENTS & ROYALTIES - SUNSHINE	1,000.00	.00	.00	1,000.00	(1,000.00)	.00
255-000-668.002	PROPERTY RENT - BIBCO	28,963.20	.00	12,529.15	30,100.00	(17,570.85)	41.63
255-000-668.003	PROPERTY RENT - ROUND LAKE GR	15,671.73	.00	6,627.35	21,000.00	(14,372.65)	31.56
255-000-668.004	PROPERTY RENT - LC BREWERS	4,980.00	.00	2,105.00	5,100.00	(2,995.00)	41.27
255-000-675.002	CONTRIBUTIONS - CONCERTS	9,313.25	.00	6,100.00	7,000.00	(900.00)	87.14
255-000-675.003	CONTRIBUTIONS - PRIVATE SOURCE	.00	.00	.00	18,000.00	(18,000.00)	.00
255-000-675.004	CONTRIBUTIONS - MAIN STREET	18,394.35	2,750.00	10,218.00	15,000.00	(4,782.00)	68.12
255-000-692.000	MISCELLANEOUS	1,239.39	.00	139.02	.00	139.02	.00
TOTAL FUND REVENUE		574,495.75	327,324.78	370,751.02	562,600.00	(191,848.98)	65.90

CITY OF CHARLEVOIX
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING AUGUST 31, 2019

FUND 255 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
DOWNTOWN DEVELOPMENT AUTHO							
255-255-706.000	SALARIES & WAGES	37,693.59	760.32	12,172.52	39,400.00	27,227.48	30.89
255-255-706.001	WAGES (ICMA)	3,612.13	79.83	1,441.52	4,100.00	2,658.48	35.16
255-255-707.000	SALARIES & WAGES - TEMPORARY	4,167.87	96.00	340.55	.00	(340.55)	.00
255-255-719.000	EMPLOYEE FRINGE BENEFITS	30,026.20	.00	8,938.19	30,700.00	21,761.81	29.11
255-255-740.000	OPERATING SUPPLIES	8,859.51	2,796.36	5,076.60	8,700.00	3,623.40	58.35
255-255-776.000	IWF MAINTENANCE	20,236.21	556.39	5,176.04	7,000.00	1,823.96	73.94
255-255-801.000	MARKETING & PROMOTIONAL SVCS	44,797.66	5,671.50	39,212.46	49,700.00	10,487.54	78.90
255-255-801.001	PROFESSIONAL SERVICES-FARM MK	21,025.33	3.00	(99.00)	.00	99.00	.00
255-255-801.003	PROMOTION COMMITTEE EXPENSES	7,154.69	2,100.00	8,936.58	12,000.00	3,063.42	74.47
255-255-801.004	ORGANIZATION COMMITTEE	480.00	.00	180.00	500.00	320.00	36.00
255-255-801.005	BUSINESS RECRUITMENT/RETENTIO	500.00	.00	.00	1,000.00	1,000.00	.00
255-255-818.000	CONTRACTUAL SERVICES	25,171.19	5,359.67	20,432.77	26,500.00	6,067.23	77.10
255-255-818.002	DESIGN COMMITTEE	10,240.71	.00	6,287.50	25,100.00	18,812.50	25.05
255-255-818.003	DESIGN CAPITAL IMPROVEMENTS	5,710.00	.00	.00	.00	.00	.00
255-255-826.000	LEGAL FEES	5,534.00	.00	(1,340.00)	500.00	1,840.00	(268.00)
255-255-853.000	TELEPHONE	1,790.13	105.72	739.56	1,100.00	360.44	67.23
255-255-860.000	CONFERENCE & TRAVEL	5,152.52	.00	1,340.11	5,000.00	3,659.89	26.80
255-255-888.000	LIBRARY CONTRIBUTION	30,000.00	30,000.00	30,000.00	30,000.00	.00	100.00
255-255-900.000	PRINTING & PUBLISHING	1,520.24	.00	.00	1,500.00	1,500.00	.00
255-255-910.000	INSURANCE & BONDS	1,444.48	.00	(35.21)	1,500.00	1,535.21	(2.35)
255-255-933.000	MAINTENANCE - BRIDGE PARK	51,629.24	1,363.00	8,133.84	15,000.00	6,866.16	54.23
255-255-962.000	MISCELLANEOUS	437.50	1,236.10	20,236.84	5,000.00	(15,236.84)	404.74
255-255-962.001	MISCELLANEOUS - FARMERS MARKE	6.29	.00	.00	.00	.00	.00
255-255-962.002	MISCELLANEOUS - MAIN STREET	250.00	.00	1,500.00	300.00	(1,200.00)	500.00
255-255-964.000	REFUNDS & REBATES	5,013.37	.00	4,007.77	6,000.00	1,992.23	66.80
255-255-999.594	TRANSFER TO MARINA FUND-BOND	338,000.00	.00	.00	334,600.00	334,600.00	.00
	TOTAL DOWNTOWN DEVELOPMENT	660,452.86	50,127.89	172,678.64	605,200.00	432,521.36	28.53
	TOTAL FUND EXPENDITURES	660,452.86	50,127.89	172,678.64	605,200.00	432,521.36	28.53
	NET REVENUES OVER EXPENDITURE	(85,957.11)	277,196.89	198,072.38	(42,600.00)	240,672.38	464.96

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Old Business

TITLE: Coworking/Business Incubator Space Lease - The Vault

DATE: August 26, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

During our June meeting the Board voted to allow the Executive Committee to enter into a lease for the space below Huntington Bank at 201 State Street. The final version of the lease is attached, which has been reviewed by the City Attorney.

ATTACHMENTS:

- ▣ Commercial Lease

Commercial Lease

This lease is made effective on September 1, 2019, by State and Mason LLC, whose address is 203 Bridge St Charlevoix MI 49720(Landlord), and Charlevoix Main Street DDA, whose address is 210 State Street, Charlevoix, MI 49720 ("Tenant"), upon the following terms and conditions.

1. Description of the Premises: Landlord leases to Tenant, and Tenant hires from Landlord, the basement level of the building located at 201 State Street, Charlevoix, Michigan, consisting of approximately 2,000 ft.² (the "Premises"). The entire building of which the Premises forms a part is referred to in this Lease as the Parent Parcel.
2. Common Areas: Tenant shall also have nonexclusive access to any of the mechanical rooms, which contained mechanical devices for heat, electricity and air conditioning for the premises.
3. Term: This lease shall be up for term commencing September 1, 2019, ("Commencement Date") and ending November 1, 2020, with the option to renew up to a total of 3 years (2022). Landlord may increase rent by up to 5% each year. Tenant is guaranteed occupancy for 3 years. Tenant must notify landlord of their intent to exercise the option to extend the lease in writing no later than 60 days prior to the expiration of the initial lease term.
4. Rental: Tenant shall pay the landlord as rent the sum of \$1,000.00 per month, due and payable on the first day of each month during the initial term of this lease. All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord designates in writing, without any prior demand by landlord and without any deduction or offset.

If Tenant fails to pay any amount it owes to Landlord under this Lease when that amount is due, the Tenant shall be assessed a late payment penalty charge of \$100.00 for each and every month until the amount past due is paid in full. Any payments received by Landlord shall be applied first to any accrued penalties.

5. Use: Tenant shall use and occupy the Premises as a co-working office space and for no other purpose without prior written consent of Landlord. Tenant shall not intentionally or knowingly use the premises for any purpose or in any manner in violation of law, ordinance, rule, or regulation adopted or imposed by any federal, State, County, or municipal body or other governmental agency. Tenant shall not deface or injure the Premises or the Parent Parcel, permit anything to be done on the Premises tending to create a nuisance or to disturb the other tenants, or permit any activity in the Premises that will result in an increase of insurance premium the Premises or the Parent Parcel.
6. Assignment and Subletting: Tenant agrees not to sell, assign, mortgage, pledge, or in any way manor transfer this Lease or sublet the Premises or any portion of the Premises without Landlord's prior written consent. In the event of any assignment or sublease, tenant shall remain fully liable under this lease. Landlord's right to assign this lease is unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this lease, Landlord shall be entirely free of all obligations of the landlord under this lease and shall not be subject to any liability reseller from any act, omission, or event occurring after the conveyance. Tenant agrees to recognize and attorn to any such transferee. Notwithstanding this paragraph, the tenant may operate a shared office/co-working space with membership fees.

7. **Parent Parcel Expenses:** Landlord shall be responsible for the gross expenses of the Parent Parcel, including the real estate property taxes and assessments in the property and liability insurance premiums.
8. **Security Deposit:** equal to one month's rent of \$1,000.00
9. **Maintenance and Repair:** Tenant shall keep the premises in good condition and repair, reasonable wear and tear excepted. Tenant shall also be responsible for interior maintenance and janitorial of the premises. Tenant shall also be responsible for all repairs or replacements occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees. Tenant shall pay all personal property taxes assessed against any personal property owned by tenant on the premises.

Tenant is not responsible for any of the following: roof maintenance and repair, structural maintenance or repair, foundation maintenance or repair, maintenance repair to the heating plumbing or electrical systems, or other exterior repairs or painting.

Any repairs costing less than \$200.00 shall be paid by Tenant. All repairs in excess of \$200.00 must be approved in writing by the Landlord if the Tenant elects to do the repairs.

If Tenant breaks or damages any items, including but not limited to windows, doors, and locks Tenant agrees to repair or replace items immediately at the Tenant expense. If, after (7) days the repairs or replacements are not complete the Landlord may repair or replace item(s) and the cost shall be charged to the Tenant and paid immediately.

10. **Utilities:** Utilities are included in the monthly rent. Tenant shall be responsible for the cost of phone, internet, and Wi-Fi. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond a reasonable control of Landlord so long as Landlord uses reasonable efforts to remedy utility interruptions.
11. **Insurance:** Landlord shall insure the Parent Parcel, including the Premises and the Common Areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate. Landlord shall indemnify Tenant and keep Tenant harmless from any liability or claim for damages that maybe asserted against Landlord because of any accident or casualty occurring on or about the Parent Parcel except those resulting from Tenant's or Tenant's Invitees use of the Premises.

Tenant shall indemnify Landlord and keep Landlord harmless from any liability or claim for damages that maybe asserted against Landlord because of any accident or casualty occurring on or about the Premises resulting from Tenant's or Tenant's Invitees use of the Premises. Tenant shall, at its own cost and expenses, obtain and keep in force a policy or policies of public liability insurance within insurance company approved by Landlord, with liability coverage of not less than \$1 million for injury or death to any one person, one million dollars for injury or death to more than one person, and 1 million for damage to property. Tenant shall furnish landlord the certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents for employees with respect to losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be kept there at Tenant's sole risk.

12. Acceptance of Premises: Tenant acknowledges that the Premises are in acceptable condition.
13. Damage or Destruction: if during the term of the Lease, the Premises is partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as quickly as possible at Landlord's expense unless this Lease is terminated as provided below. In the event of such damage or destruction, and if this Lease is not terminated, there shall be no abatement or reduction in the rent payments due under this Lease.

If, during the term of this Lease, the premises is partially or totally destroyed by fire or other casualty, and the cost of restoring the premises to its prior condition equals or exceeds 50% of its fair replacement value immediately before the damage, or if the Premises' are damaged by any casualty not insured against my Landlord, Landlord shall have the right to terminate this Lease by giving tenant written notice of its election to do so within 15 days after the date on which the damage that occurs. Upon the giving of the notice, this Lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this Lease shall continue in Landlord shall cause the premises to be repaired or restored with due diligence.

If, during the term of this Lease, the Premises is partially or totally destroyed by fire or other casualty in such a manner that Tenant will be unable to occupy the premises for a period of 90 days, Tenant Shall have the right to terminate this lease by giving landlord written notice of its election to do so within 15 days after the date on which the damage occurs. Upon the giving of the notice, this lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by tenant is not given, this lease shall continue and landlord shall cause the premises to be repaired or restored with due diligence.

14. Condemnation: If the whole or any part of the premises is taken by any public authority by the power of eminent domain, including any conveyances or grants made in anticipation or in lieu of, such a taking, then the term of this Lease shall cease on that part of the Premises to be taken from the day the possession of that part shall be acquired by a public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were released, Tenant shall have the right to either terminate this Lease for to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and in the latter event, Landlord shall promptly restore the remainder to a reasonable tenatable condition. All damages awarded for the taking shall belong to and be the property of the Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the premises.

However Landlord shall not be entitled to any award made to tenant for the cost of removing fixtures or for business interruption.

15. Alterations: No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the Landlords prior written consent. Tenant shall not paint or decorate any part of the exterior of the Premises without the Landlords prior written consent. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the Premises or any window or door of the Premises without Landlords prior written consent. Alterations to improvements, but not movable equipment and trade fixtures, put in at the expense of the Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease.
16. Signs: Exterior signage must conform to all requirements of local ordinance in must also be approved in advance and in writing by Landlord.
17. Remedies and Default: If tenant does any of the following:
 - a. defaults in paying any sums to landlord when due;
 - b. defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from landlord specifying the default; or
 - c. is adjudicated a bankrupt or makes any assignment for the benefit of creditors; then landlord may
 - d. accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
 - e. terminate this Lease; or
 - f. without terminating this Lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises, remove Tenants effects, and re-let the Premises for the account of Tenant for rent in upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the cost and expense of reentry, alterations, additions, and re-letting, to the unpaid rent and the other amounts due under this Lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed.
 - g. If suit is brought to recover possession of the Premises, to recover any rent or any other amounts due under the provisions of this Lease, or because of the breach of any other covenants to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord 'all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
18. Access to Premises: Landlord shall have the right to enter the Premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's business. Except in the case of an emergency, Landlord shall provide Tenant with 12 hours' notice in advance of entry. Landlord shall have the right to use all or any part of the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises in locations within the Premises that will not materially interfere with Tenants use of the Premises.

19. **Rules and Regulations:** Landlord reserves the right to adopt from time to time reasonable rules and regulations for the operation of the Parent Parcel that are customary for properties of this character and are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees and licensees shall comply with all rules and regulations.
20. **Waiver:** Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease. This Lease may not be changed, modify, or discharge orally.
21. **Notices:** All notices required under this Lease shall be in writing and shall be deemed to be given if either delivered personally or mail by first class US mail to Landlord or to Tenant at their respective addresses set forth in this Lease or to any other address that either party furnishes in writing during the term of this Lease. Notices may also be given in writing via email with an acknowledgement of receipt.
22. **Quiet Enjoyment:** Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess and enjoyed the premises for the full term of this Lease.
23. **Subordination to Mortgage:** Any mortgage now or later placed upon any property on which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination.

Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, trustee under a trust deed, owner, or holder of a note secured by a mortgage or trust deed now existing or later placed on the Premises, unless Tenant breaches any of the provisions of this Lease and the Lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this Lease.

24. **Changes by Landlord:** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Parent Parcel, parking lot, driveways, signs, landscaping and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.
25. **Holding Over:** If Tenant remains in possession of the Premises after the expiration or termination of the Lease and without signing a new Lease, it's shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as if it can be applicable to a month-to-month tenancy, cancelable by either party upon 30 days written notice to the other.

26. Recording: Tenant shall not record this lease, or any memorandum thereof, without the written consent of landlord.

27. Captions and Headings: The captions and headings used in this lease are intended only for convenience and her not to be used in construing this Lease.

28. Applicable law: This Lease shall be construed under the laws of the state of Michigan. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

29. Successors: This Lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.

30. Estoppel Certificate: At the request of Landlord, Tenant shall, within 10 days, delivered to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and term and certifying, as of that date, the date to which rent, additional rent, and other charges under this Lease are paid, that this Lease is on modified and in full force, and that Landlord is not in default under any provision of this Lease or, if the Lease is modified or if Landlord is in default.

31. Effective Date: Signed on the dates set forth below to be effective on August 1, 2019.

Landlord:

State and Mason LLC (manager),

Mitts Lee & Rik Lobanherz

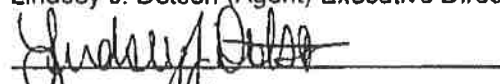


Dated :

Tenant:

Charlevoix Main Street DDA

Lindsey J. Dotson (Agent) Executive Director



Dated : 8/8/19

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Old Business

TITLE: Creation of a Bridge Park Building Committee

DATE: August 26, 2019

PRESENTED BY: Maureen Owens, Chair

BACKGROUND:

The oversight of leases and property maintenance at the Bridge Park Building has been lax which has resulted in some recent issues that were brought to our attention. It is the wish of Board Chair Owens to create a committee of Board members who would assist in this oversight and conduct regular check-ins at the property. This committee would also work on things related to lease negotiations/preparations.

RECOMMENDATION:

Motion to appoint _____ to the Bridge Park Building Committee.

DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

New Business

TITLE: The Vault Logo

DATE: August 26, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Carissa Mullaney created some logos that I then circulated among the members of the Remote Office/Home Office Collaborative committee. We took in-person votes and votes via email for those who did not attend the August meeting. The top three logos are attached, in order of which got the most votes. If each member of the board could vote for their favorite I will tally all total votes for an overall winner.

RECOMMENDATION:

Motion to approve logo ____ as the logo for The Vault Coworking Space.

ATTACHMENTS:

- ▣ Logo 1
- ▣ Logo 2
- ▣ Logo 3

1B



THE VAULT
CO-WORKING DOWNTOWN CHARLEVOIX

2A



THE VAULT
CO-WORKING DOWNTOWN CHARLEVOIX

3A



THE VAULT
CO-WORKING DOWNTOWN CHARLEVOIX