



AGENDA
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET MEETING
Monday, September 23, 2019- 5:30 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 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
 - D. Michigan Main Street Community Requirements Agreement
- 6. Reports**
 - A. Director's Report
 - B. DDA Financials
Lindsey Dotson, Executive Director
- 7. Old Business**
 - A. The Vault Co-Working Space Update
Lindsey Dotson, Executive Director
- 8. New Business**
 - A. License Agreement with Charlevoix Screen Masters
Lindsey Dotson, Executive Director
 - B. Grant Agreement for Match on Main
Lindsey Dotson, Executive Director

- C. Restaurant Week Sponsorship
Lindsey Dotson, Executive Director
- D. Bridge Drop Sponsorship
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: September 23, 2019

ATTACHMENTS:

- ▣ Regular Meeting - August 26, 2019

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET MEETING
Monday, August 26, 2019 at 6:00 p.m.
210 State Street, City Hall, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens
Vice Chair: Richard Christner
Members Present: Sam Bingham, Sean Bradley, Kirby Dipert, Paul Silva, Amanda Wilkin
Members Absent: Luther Kurtz, Rick Wertz
City Staff: Lindsey Dotson, Executive Director

4. Inquiry into Potential Conflicts of Interest

Member Wilkin stated that she would recuse herself from the vote on Item 6.B.

5. Consent Agenda

- A. Minutes
- B. Monthly Reports
- C. Committee Minutes

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

6. Reports

A. Director's Report

Director Dotson announced that the Michigan Retailers Association would be hosting a "Michigan's Best" Video Launch Party regarding the Celebrate Charlevoix on Video project on Tuesday, August 27th. Members Bradley, Dipert, Wilkin, and Chair Owens stated that they would attend the *State of the Community Luncheon* on September 10th. Director Dotson mentioned the *National Main Street Board Check In* on August 29th, and she asked that the members complete the questionnaire that was included in the agenda packet.

Member Dipert confirmed that the DeVos' approached the DDA directly in reference to the City of Charlevoix Economic Development proposal and priorities to continue to grow the economic development vitality of the community.

B. Memorandum of Understanding with Visit Charlevoix

Member Wilkin stated that the Charlevoix Visitors Bureau completed a Strategic Plan in September 2018 and one of their goals was to complete a Memorandum of Understanding (MOU) to reduce duplication and overlap amongst organizations. Visit Charlevoix drafted the MOU between Visit Charlevoix, Charlevoix Area Chamber of Commerce, the City, and the DDA to identify roles and responsibilities of each organization as they continue to move forward with partnerships. She stated that the MOU was a "gentleman's agreement", not a legal, binding document. She reviewed the five goals of the MOU and responded to questions from the Board members.

Motion by Member Christner, second by Member Silva to support the general idea of the Memorandum of Understanding as presented to the DDA and have it for final review once the other Boards have reviewed and approved the document. Motion passed by unanimous voice vote with Member Wilkin abstaining.

C. The Vault Co-Working Space Pro Forma & Biz Plan

Director Dotson introduced Jayne Lynskey as the new AmeriCorps VISTA member. Director Dotson stated that she would be applying for grant funds for The Vault Co-Working Space, and further explained some of the related expenses. She stated that they still needed furniture, TV and paint donations, and they were hoping to open September 9th. Director Dotson responded to questions from the Board members regarding the proposed rental fees for spaces. Member Dipert suggested bumping the monthly rental fees by \$50 and the Board members concurred. Member Bingham stated that he did see a possible \$10,000 deficit for this program the first year and Chair Owen stated that they needed to have an

understanding that there would be a deficit and that the first year included many start-up costs. Discussion followed regarding signage, off-street parking, and marketing expenses.

D. DDA Financials

Director Dotson pointed out the variances in various line items within the budget and stated they were doing well with their Main Street contributions and she was confident that they would exceed their goal this year. She responded to questions from the Board members.

7. Old Business

A. Coworking/Business Incubator Space Lease – The Vault

Director Dotson stated that during the June meeting the Board authorized the Executive Committee to enter a lease for the space below Huntington Bank at 201 State Street. The lease was reviewed and approved by the City Attorney.

B. Creation of a Bridge Park Building Committee

Chair Owens stated that 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 her attention. She felt they should reinstitute some sort of committee that meets twice a year and walks through and reviews the building conditions.

Motion by Member Bradley, second by Member Dipert to reinstitute a Bridge Park Building Committee for the semi-annual review of the health and well-being of their building. Motion passed by unanimous voice vote. Chair Owen stated that the Committee would consist of Members Silva, Dipert and Wertz if he was able to be on the Committee. The Committee would be responsible for coming up with a punch list of maintenance and cleaning issues for the tenants to address.

8. New Business

A. The Vault Logo

Director Dotson stated that Carissa Mullaney created some logos that she circulated among the members of the Remote Office/Home Office Collaborative Committee and after votes were tallied, Logo 1 was the winner.

Motion by Member Christner, second by Member Bradley to approve Logo 1 as the logo for the Vault Co-working Space. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

Chair Owen stated that the Trails Council was working on bringing the bike path into downtown Charlevoix and the trail had received a vote of confidence from the City.

Director Dotson stated that the Design Committee launched into a larger conversation about assessing the accessibility of the downtown and doing a study to determine if there were areas where accessibility could be improved. Discussion followed regarding an overall accessibility study for the downtown area.

Member Dipert referenced an area near the mailboxes in the parking lot that has been overtaken by weeds and the pump house area in the parking lot that was also poorly maintained. He suggested eliminating those planting areas to provide scooter parking. Chair Owen stated that it was an egregious waste of City staff time to daily pick up grass clippings and branches.

11. Board Comments

12. Adjourn

Motion by Member Bradley, second by Member Dipert to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:30 p.m.

Joyce Golding/fgm

City Clerk

Maureen Owens

Chair

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

Consent Agenda

TITLE: Monthly Report

DATE: September 23, 2019

ATTACHMENTS:

- ▣ August Monthly Report

[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-0000114792
 Account City of Charlevoix
 Reporting Period Start 8/1/2019
 Submitter's Name Lindsey Dolson

Status Submitted
 Name Leigh Young
 Reporting Period End 8/31/2019
 Due Date 9/10/2019

Activity & Use / Employment**New Business Opened in MSA**

Business Name	Address	Type of Business	FTE Jobs Added	Part-time Jobs Added
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Businesses Closed in MSA

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
French Quarter New Orleans Bistro	100 Michigan Ave.	Eating & Drinking	5.0	4.0
Chabad of Charlevoix	108 Michigan Ave	Places of Worship	2.0	

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
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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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Main Street Data

Total Board Volunteer Hours	Total Volunteer Cost	Total Project (Non Event) Volunteer Hours
29.00	\$0.00	60.00

Training Sessions Attended

Event Title	Who Attended	Date	Topic
Leadership with Norma & Laura	Lindsey Dotson	8/22/2019	Leadership Development

Fundraising/Membership Last Month

Type	Amount
Earned	2750.00

Downtown Events & Activities - All Committees

Event	Type	# of Attendees	# of Volunteer Hours	Event Expenses Incurred by Main Street	Main Street Event Revenue
Live on the Lake Summer Concert Series	Community	1,000	200	\$16,718.00	\$16,100.00

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	Our AmeriCorps VISTA member started with us this month and The Vault Co-Working Space has opened!
Program & Outlook	Things are looking good all around and we are excited about planning for 2020 projects.
Suggestions for State and National Staff	Thanks for your support.

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_8_26_Meeting(82) (3).pdf	9/16/2019 4:58 PM

michiganbusiness.org

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

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Consent Agenda

TITLE: Committee Minutes

DATE: September 23, 2019

ATTACHMENTS:

- ▣ Economic Vitality Committee
- ▣ Organization & Promotion Committee



Charlevoix Main Street
Economic Vitality Committee
Meeting Minutes
September 10, 2019 - 8am

Present: Lindsey Dotson; Sarah Hagen; Maureen Owens; Mark Heydlauff, Rich Hodgson, Kirby Dipert, Jayne Lynskey, Amanda Wilkin

Co-chair Hodgson called the meeting to order at 8:00am.

New Business

- a) **Members of the committee got a tour of The Vault Co-Working Space and met AmeriCorps VISTA member Jayne Lynskey.**
- b) **Entrepreneurial Ecosystem Technical Assistance Report Review**
 - a. During the last EV meeting it was reported that the Main Street DDA 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.** Then the members of the committee thought it would be more fruitful to move forward with Recommendation 4: **Convene local investors around Grubstake program to develop local community capital pool.** National Main Street had concerns over the lack of time to properly prepare to assist with recommendation 4, so said they would help us with 6 for now and develop a team to better assist us with 4 next year as a service awarded from Michigan Main Street. Director Dotson reminded the group that the follow up visit for the Technical Assistance was taking place on Thursday, September 12th.
- c) **Charlevoix County Ignite Pitch Competition**
 - a. Dotson updated the committee that the pitch competition has been postponed to take place in 2020 if funds are still available through NLEA. A lack of applicants and funding took part in the decision.

Old Business

- a) **"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 has arrived from MEDC. The agreement will be included in the upcoming Board meeting packet. My Grandmother's Table has announced their official opening date to be October 5th.

Economic Development Update

- a) **Businesses: opening and closing** - no updates were given.
- b) **Buildings: sold and for sale** - no updates were given.

Volunteer hours were reported.

Meeting adjourned at 9:00 am.

Next regular meeting is December 10, 2019 at 8am at City Hall



Promotions/Organization Committee
Thursday, September 19, 2019
8:00 a.m.; The Vault | 201 State Street, Lower Level

Members Present: Lindsey Dotson, Jayne Lynskey, Sarah Hagen, Denis Kusina, Caitlin Cole, Richard Christner, Katherine Forrester, Larry Levensgood, Anora O'Connor, Jessica Anderson, Greg Stevens, Nancy Suzor,

Meeting Minutes

8:00am I. Call to Order: 8:03am

8:01am II. Approval of Minutes: August 15, 2019: Richard/Sarah

8:03am III. Ongoing Business:

A. Events & Projects – Updates, Needs

1. Cooperative Ad Campaign (Lindsey)
Lindsey reviewed LCBC's August campaign. The October campaign will be the Clothing Company.
2. Restaurant Week – (Katherine/Kitty)
Restaurant Week is happening November 3-9. More information to come.
3. Summer Concerts – succession plan?
The summer concert series needs a successor. The summer concert series will be meeting to discuss the future of these events. Sarah noted that the event barely broke even and there was a high level of sponsorship fatigue.
4. Buy Nearby
Buy Nearby is happening October 4-6. Charlevoix will be a featured destination for this event. The organization is giving a \$100 gift card to someone in the community that uses #buynearbycvx on social media.

B. Organization

1. Newsletter
 - i. August Statistics (Richard)
The August newest had a 53% open rate and a 12.3% ctr.
 - ii. September Deadline (Richard)
The deadline for the October newsletter is October 12th.
2. Pledge letters

Lindsey discussed pledge letters that went out in 2014. Jenn Brown has been doing data entry to help Main Street better understand who has donated and who has not. Lindsey will be approaching donors and prospective volunteers in a couple months.

3. Volunteer Toolkit

Lindsey reviewed the Main Street Volunteer Toolkit. The toolkit has lots of great info and templates to help Main Street recruit and retain volunteers.

4. We Are Main Street campaign

The national Main Street office is celebrating 40 years. They are actively promoting volunteers. Lindsey believes this campaign will be good to promote Charlevoix's Main Street projects through social media and the newsletter.

8:35am

IV. New Business

1. 2020 Projects?

The committee discussed a variety of projects including recycling, healthy and wellness goals, farm to table events, redevelopment opportunities, and housing.

8:50am

V. Volunteer Hours: 63 hours

8:55am

VI. Good of the Order

9:00am

VII. Adjournment: 8:58am

Next meeting: October 17, 2019

CHARLEVOIX MAIN STREET MISSION

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Consent Agenda

TITLE: Michigan Main Street Community Requirements Agreement

DATE: September 23, 2019

ATTACHMENTS:

- ▣ Master Level Agreement

Michigan Main Street Program Community Requirements and Expectations Agreement

Master 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 DOWNTOWN DEVELOPMENT AUTHORITY (DDA) on behalf of the **City of Charlevoix**, County of Charlevoix, State of Michigan (the “**Community**”) whose address is 210 State Street, Charlevoix, Michigan, and its Local Program (“**Local Program**”) whose address is 210 State Street, Charlevoix, Michigan. The MEDC, the Community, and the Local Program are each a “**Party**” and, collectively, are the “**Parties**,” to this Agreement, for the purpose of implementing the MEDC Michigan Main Street Program (“**MEDC/MMS Program**”) in the community.

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

WHEREAS, the Community and Local Program have successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC/MMS Program) and have been accredited based on the Six Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC/MMS Program requirements and expectations for the Community’s Local Program, pursuant to its designation as a Master Michigan Main Street Community (“**MMS Community**”) and pursuant to contractual arrangements between the 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 Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for 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, Local 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. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach, to actively lead Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund Local Program for the term 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 the MEDC/MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of 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.
 - B. 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 to the satisfaction of the MEDC.
 - C. Full-time equivalent (FTE): At minimum, one (1) individual from the Community must be present for the entirety of the provided service. It is not acceptable for two (2) individuals to divide the time between them.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Trainings.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Trainings.
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 in November each year on the form provided by the MEDC/MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports.**”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Six Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated and the Community will no longer be a MEDC/MMS accredited/certified 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.

9. Utilize the MEDC/MMS Program name and logo with the 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 a MEDC Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as a MEDC/MMS 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 Program, such as temporary displacement of program director. If requirements of this Agreement are not met to the satisfaction of the MEDC, MEDC/MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met to the satisfaction of the MEDC, MEDC/MMS Program services will be reinstated. If requirements continue to not be met to the satisfaction of the MEDC, this Agreement will be terminated, and the Community will no longer be an MMS 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 Program and the performance of its responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and/or the Local 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 an MMS Community.
13. Remain engaged and in good standing in the Redevelopment Ready Communities Program, as determined by the MEDC.
14. Acknowledge that third-party technical assistance is only available for eligible MEDC/MMS Program participants, as determined solely by the MEDC.

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

1. Provide customized program training and technical assistance to the Community and Local Program, including any of the following services, which may be modified by the MEDC/MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MEDC/MMS Communities:

- Director Selection Assistance (C)*
 - Board Training (C)*
 - Business Recruitment
 - Downtown Future services
 - Director Training (C)*
 - Committee/Taskforce Training (C)*
 - Design Services – remainder of services to the Community from Selected Level
 - MEDC/MMS Trainings
 - Branding Service (C)*
 - Retail Merchandising (C)*
 - Biennial Accreditation visits with the National Main Street Center (C)*
 - MEDC/MMS Listserv Opportunities
 - Mentoring Opportunities
 - Eligible for seat on MEDC/MMS Advisory Council
-

* (C) = Services provided within community

2. Conduct MEDC/MMS Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section I above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following the acceptance of the Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. 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 the MEDC/MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC/MMS may request the assistance of other State or Federal agencies.

6. The Design Services may be scheduled according to the Community's needs with a maximum of one (1) service provided per year as long as Local Program is in compliance with this Agreement.
7. Invite Community to attend training and technical assistance opportunities in the other Select or Master MMS Communities.
8. Accredited, on behalf of the NTHP NMSC, all eligible MMS Communities that meet the above Minimum Participation Standards (Section I) and the NTHP NMSC Six Standards of Performance outlined in Attachment 1, as determined in the sole discretion of the MEDC.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning August 29, 2019 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.16.
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. The Parties agree that that certain Michigan Main Street Program Community Requirements and Expectations Agreement dated February 21, 2017 between the MEDC, the Community, and the Local Program is terminated.
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. **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.
12. **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.
13. **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.
14. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
15. **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.
16. **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.
17. **RESERVATIONS.** MEDC/MMS reserves the right to modify services provided to the Community and/or its Local Program as necessary.
18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
19. **Failure to sign and submit this agreement to MEDC on or before November 20, 2019, will result in the termination of the Community's participation in the MEDC/MMS Program.**

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement.

DOWNTOWN DEVELOPMENT AUTHORITY

BY: _____
Mark Heydlauff, City Manager

LOCAL PROGRAM

BY: _____
Maureen Owens, Chair

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

BY: _____
Christin Armstrong, Secretary

National Trust for Historic Preservation / National Main Street Center

**Six Standards of Performance
for Accreditation**

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

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

Reports

TITLE: Director's Report

DATE: September 23, 2019

BACKGROUND:

Media Mentions

https://www.petoskeynews.com/news/business/the-vault-co-working-space-opens-in-charlevoix/article_0ca49f78-a907-5142-a7d1-6ff14c112443.html?fbclid=IwAR2EwC8As5ulvL3ubh7s7zjFxQyX7xPc4rVUukuGMpFxW_qrWGvTQydlKc
https://upnorthlive.com/news/local/business-incubator-in-charlevoix-county-applies-for-more-funds?fbclid=IwAR3DjH0J76ymXnEKzEXLC_K62ynOrDsXcwLj73iZfQEKLwNjR9Pz8y61URU
<https://www.youtube.com/watch?v=RP4x6azrhE&feature=youtu.be&fbclid=IwAR1sIR552TFzqC0XyVn8qU0SKC7HHwThhrEI1BRRypDyVuQWLk0DKXuYdwQ>
https://www.youtube.com/watch?v=8z3Kr8IMQ4o&feature=youtu.be&fbclid=IwAR0qmHEr9M_xQ54vJQqq9VTbeKTnv0S3-hfYUblzpDp-zwarJztuFsp2RKc
<https://www.9and10news.com/2019/09/09/new-business-incubator-opens-in-downtown-charlevoix/?fbclid=IwAR1hzCYjdOjE9qMYdWft4PIYwMpCRdqaXSgVe8W2-OVKsxMYgovdJAuozPo>
https://www.mml.org/resources/publications/mmr/issues/sept-oct2019/ReviewSept_Oct_2019_Review_Release-reduced.pdf

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

Cooperative Ad Campaign Update

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

August: Mushroom House Tours

Billboard: 35,876 + total impressions

Northern Express: 90,000 readers

Community Shopper: ???

Facebook promotion: 4,253 people reached, 555 engagements, of which 100% were women and the largest age group was 65+. 92.8% saw ad on mobile device

Instagram promotion: 107 likes, 6,106 reached, 20,152 impressions (90% was from promotion), 12 new followers, of which 53% were women and the largest age group was 18-24.

Life in Charlevoix Mobile App: 890 users in August – 161 viewed coupons & specials, 7 viewed Mushroom House Tours profile

Email Newsletter: 353 opens, 2 clicks on mushroomhousetours.com + newsletter Facebook post: 2,903 reached, 89 clicks

Blog: 98 pageviews, Average time on Page: 00:01:24

Charlevoix County Ignite - Business Model Pitch Competition

The pitch competition has been postponed and will hopefully take place in 2020. Our \$500 sponsorship will be refunded from the NLEA.

Snowmelt Feasibility Funding Request Letter Update

I am currently playing phone tag with our contact at CDV Corporation.

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

https://www.mlive.com/life-and-culture/g66l-2019/08/d5a3ae40ae5284/how-to-spend-a-michigans-best-day-in-charlevoix-and-elk-rapids.html?fbclid=IwAR2L2Gvk_D05yoVmVJeq5MXMI Ou8v4QrvXEYzcNruv5TwHaQzYImPfK3oHY

Community Foundation Grant

On Monday, September 16th City Council gave permission for us to apply for funding from the Charlevoix Area Community Foundation to support The Vault. The application is due on October 1st. We will be requesting funding to support the following items:

- UV light filters (32 @ 29.99 each) = \$959.68
- Air purifier: \$1,000
- 3 desktop standing desks: \$525
- 3 ball chairs: \$227.93
- 3 rolling work stations: \$150
- Signage: \$1,460
- Programming & Community Outreach: \$600
 - **\$5,000 total being requested**

End of Summer Party for Downtown Businesses

In lieu of our monthly business owners meeting we will have an after hours "end of summer" party on Wednesday, September 25th. At 5pm there will be a walking historical tour of downtown with Dave Miles. The tour will end at Cherry Republic who is hosting the group from 6-8pm with complimentary wine and snacks.

Buy Nearby Weekend: October 4 - 6th

Local retail businesses will celebrate Buy Nearby Weekend on October 4-6th, offering special merchandise or sales and the chance for lucky shoppers to win a \$100 gift card by posting a photo while shopping local with the #buynearbymi & #buynearbycvx hashtag.

It's all part of the Michigan Retailers Association's (MRA) year-round Buy Nearby campaign that encourages shoppers to support their communities by spending their dollars locally.

Enter the Buy Nearby contest

Many stores will offer special promotions as a thank you to supportive customers. As an extra incentive to buy nearby, one shopper will win a \$100 gift card. All you need to do is take a selfie shopping at a local store or a photo of your purchase during the weekend; post it to Twitter, Facebook or Instagram using the hashtag #buynearbymi & #buynearbycvx and you're automatically entered. The winner will be chosen the following week in a random drawing. (Must be 18 or older to win; be sure your post is "public"). Participating Charlevoix businesses include:

Cherry Republic of Charlevoix

The Lake House

Cottage Pottery

The Clothing Company

Charlevoix Harbor Wear

52upnorthweekends

elements gallery Charlevoix Michigan

ATTACHMENTS:

- 📎 Buy Nearby Charlevoix Contest Contract

2019 BUY NEARBY CONTEST GUIDELINES AND CONTRACT

Thanks for participating in our Buy Nearby shopping contest! Because our auditors require that we track every gift card distribution, please review the rules and sign 2 copies of this contract – one for your records and one for ours.

Here are contest requirements for the retailer:

- We ask that you recruit about six stores to participate in the Buy Nearby promotion.
- Come up with a local hashtag that shoppers must use in their social media post in order to be automatically entered into the contest. Let us know what that hashtag is. Unless your shopping district already has a hashtag, you can simply use a hashtag with your town name.
- Use the contest rules "cheat sheets" we provide to train your sales associates on how to tell customers about the contest.
- Display the contest rules by the cash register for sales personnel to inform each shopper of how to participate in the contest. You can also hand them out to shoppers.
- Provide us with name, address and phone # for the person who will award the gift card to the winner.

How shoppers must enter (it's easy!):

- Take a selfie while shopping during the designated time period or a photo of their purchase.
- Post it on Facebook, Twitter or Instagram with the following hashtags: #buynearbymi AND YOUR LOCAL HASHTAG.
- They must be 18 or older to win.
- Employees at participating stores are not eligible to win.
- Buy Nearby reserves the right to use all photos entered into the contest.
- No purchase is necessary. Shoppers may enter the contest simply by posting a photo of their shopping experience with the required hashtags.

What we'll do after the contest:

- Compile names of those who used both hashtags, and use an app that randomly chooses a winner.
- Send to you for distribution to the contest winner, a gift card in the amount of \$100.00.
- Contact the winner and give them information on how to pick up the gift card.

Please sign below:

I agree to follow Buy Nearby contest rules and will distribute the gift card to the randomly chosen winner.

Signature: Lindsey Dotson

Printed Name: Lindsey Dotson

Store Name: Charlevoix Main Street DDA

Title: Executive Director

Date: 9/4/19

Telephone Number: 231-47-3257

#buynearbycvx

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: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

ATTACHMENTS:

- ▣ Financials as of September 19, 2019

CITY OF CHARLEVOIX

DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING SEPTEMBER 30, 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	24,202.94	34,681.39	38,900.00	(4,218.61)	89.16
255-000-403.001	CURRENT PROPERTY TAX LEVY T/F	417,460.86	.00	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	5.27	5.27	.00	5.27	.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	(549.79)	1,000.00	(1,549.79)	(54.98)
255-000-668.000	RENTS & ROYALTIES - SUNSHINE	1,000.00	.00	.00	1,000.00	(1,000.00)	.00
255-000-668.002	PROPERTY RENT - BIBCO	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	750.00	10,968.00	15,000.00	(4,032.00)	73.12
255-000-692.000	MISCELLANEOUS	1,239.39	(106.57)	32.45	.00	32.45	.00
TOTAL FUND REVENUE		574,495.75	24,851.64	395,710.23	562,600.00	(166,889.77)	70.34

CITY OF CHARLEVOIX
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING SEPTEMBER 30, 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	3,072.99	16,927.10	39,400.00	22,472.90	42.96
255-255-706.001	WAGES (ICMA)	3,612.13	322.65	1,940.74	4,100.00	2,159.26	47.34
255-255-707.000	SALARIES & WAGES - TEMPORARY	4,167.87	(336.00)	76.55	.00	(76.55)	.00
255-255-719.000	EMPLOYEE FRINGE BENEFITS	30,026.20	2,346.53	13,214.61	30,700.00	17,485.39	43.04
255-255-740.000	OPERATING SUPPLIES	8,859.51	1,183.40	6,511.54	8,700.00	2,188.46	74.85
255-255-776.000	IWF MAINTENANCE	20,236.21	.00	5,176.04	7,000.00	1,823.96	73.94
255-255-801.000	MARKETING & PROMOTIONAL SVCS	44,797.66	3,053.25	42,446.89	49,700.00	7,253.11	85.41
255-255-801.001	PROFESSIONAL SERVICES-FARM MK	21,025.33	.00	(99.00)	.00	99.00	.00
255-255-801.003	PROMOTION COMMITTEE EXPENSES	7,154.69	.00	9,107.02	12,000.00	2,892.98	75.89
255-255-801.004	ORGANIZATION COMMITTEE	480.00	.00	246.17	500.00	253.83	49.23
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	4,687.77	28,029.54	26,500.00	(1,529.54)	105.77
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	68.03	957.02	1,100.00	142.98	87.00
255-255-860.000	CONFERENCE & TRAVEL	5,152.52	52.16	1,392.27	5,000.00	3,607.73	27.85
255-255-888.000	LIBRARY CONTRIBUTION	30,000.00	.00	30,000.00	30,000.00	.00	100.00
255-255-900.000	PRINTING & PUBLISHING	1,520.24	27.75	27.75	1,500.00	1,472.25	1.85
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	1,589.99	9,723.83	15,000.00	5,276.17	64.83
255-255-962.000	MISCELLANEOUS	437.50	44.04	20,330.88	5,000.00	(15,330.88)	406.62
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	16,112.56	196,429.01	605,200.00	408,770.99	32.46
	TOTAL FUND EXPENDITURES	660,452.86	16,112.56	196,429.01	605,200.00	408,770.99	32.46
	NET REVENUES OVER EXPENDITURE	(85,957.11)	8,739.08	199,281.22	(42,600.00)	241,881.22	467.80

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

Old Business

TITLE: The Vault Co-Working Space Update

DATE: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

As of Friday, all 3 private offices have been rented and paid for. One person has purchased multiple punches for day-use drop-ins, and another person has become a 24/7 member.

A non-profit rate of \$10 per day has been created so that members of the non-profit community can use the space. We know that the CharEm United Way Director intends on coming in regularly to work remotely.

The artists keep bringing in more art and Jayne has been working hard to keep an inventory of all pieces along with artist contact information for records sake. We are working to create an agreement form for everyone to sign that releases us of liability. The group wants to hold an "opening" event for their art on display which may take place on October 3rd or 10th.

Lastly, Lindsay Lewis of the Well Being Day Spa has approached us wanting to rent out the vault of The Vault and move her services from her location on Hurlbut. During our meeting I will share a video message that Lindsay recorded about her request. Since the most expensive private office is \$299 a month, it was agreed that \$349 a month would be appropriate since the Vault has a bit more privacy than other locations.

I've attached an updated budget for your review. No changes have been made to the business plan since our last meeting.

ATTACHMENTS:

- ▣ Updated Proforma

Expense:

Management Software: (proximity space)99/month
 Rent/Utilities (1000/month)
 Internet (1 provider) 75/month
 Copier Maintenance Contract \$169 a month for 3 year lease
 Office Supplies
 Cell signal booster (\$550 up front - no monthly)
 Office chairs, lamps, décor items, cleaning supplies, and kitchen supp
 G-Suite (google business email - \$6/ month)
 AmeriCorps VISTA Member
 Website domain (thevaultcharlevoix.com)
 Keypad for 24/7 access on door
 Locksmith
 Exterior Signage

-1188
 -12000
 -900
 -2028
 -2000
 -550
 -1022.15
 -72
 -6000
 -21.17
 -314
 -2112.84
 -2100
 -30308.16

Income (projected):

Private Office #1 @ \$199 a month
 Private Office #2 @ \$249 a month
 Private Office #3 @ \$299 a month
 Day Use/Drop Ins (300x15)
 Conference Room Rentals (\$10 per hour with 3
 Cubicle/dedicated desk rentals (\$149x4x12)
 Mailbox rentals (15 at \$30 a month)
 24/7 Access @ \$99 a month (with 5 users)
 Community Foundation Grant
 Non-Profit Drop-Ins \$10 each
 The Vault @ \$349 a month

2388
 2988
 3588
 4500
 3000
 7152
 5400
 5940
 5000
 1560
 4188
 41516

11207.84

Income (actual)

Private office #1 @ \$149	894
Private office #1 @ \$199	1194
Private office #3 @ \$299	3588
24/7 member @ \$99	1188
Punch Pass	240
Non-Profit Drop In	1560
The Vault @ \$349	4188
Private Office #2 @ \$249	2988

15840

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

New Business

TITLE: License Agreement with Charlevoix Screen Masters

DATE: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Attached is a draft license agreement between Charlevoix Screen Masters, Inc. and the City of Charlevoix DDA for use of the trademarked Charlevoix C logo. Since Screen Masters does printing for a lot of local entities and is already familiar with our brand standards, they can help monitor the use of it by adding a small fee per garment that the logo is printed on.

RECOMMENDATION:

Motion to enter into a license agreement with Charlevoix Screen Masters, Inc. for the use of the trademarked Charlevoix C logo.

ATTACHMENTS:

- Draft License Agreement

TRADEMARK LICENSE AGREEMENT

This Licensed Mark License Agreement (“**Agreement**”) is entered into as of June 28, 2019 (the “**Effective Date**”) by and between City of Charlevoix Downtown Development Authority, a Michigan municipal authority, with its principal place of business located at 210 State Street, Charlevoix, MI 49720 (“**Licensor**”) and Charlevoix Screen Masters Inc., a business located at 12512 Taylor Road, Charlevoix, MI 49720 (“**Licensee**”). Licensor and Licensee may be referred to herein, together, as the “**Parties**” and, individually, as a “**Party**.”

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of the ‘C’ logo trademark (U.S. Serial[A1] No. 88149489) for “Promoting economic development in the City of Charlevoix; Promoting recreation and tourism in the City of Charlevoix and the surrounding area” (the “**Licensed Mark**”); and

WHEREAS, Licensee desires to obtain, and Licensor is willing to grant to Licensee, a license to use the Licensed Mark to promote, market, and advertise Licensor and its services on garments and other promotional materials manufactured for sale by third parties or use by City of Charlevoix departments by Licensee[A2], pursuant and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and mutual promises and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. Subject to the terms and conditions set forth in this License Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive non-assignable, non-sublicenseable, non-transferable license to use the Licensed Mark during the Term (as defined in Section 2(a)) and solely to promote, market, and advertise Licensor and its services by Licensee, pursuant and subject to the terms and conditions of this Agreement.

(b) Retention of Rights. This Agreement does not transfer ownership rights of the Licensed Mark to Licensee or to any third party. Except for the rights expressly granted to Licensee hereunder, Licensor owns and retains all right, title, and interest in and to the Licensed Mark.

2. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue until the [first (1st)] anniversary of the Effective Date, unless otherwise terminated or extended in accordance with the terms of this License Agreement (the “**Term**”). The Agreement may be renewed by Licensee for additional terms of one (1) year each for a total contract term of [three (3) years] commencing from the Effective Date. To renew this Agreement, Licensee must give written notice of renewal no later than [ten (10)] business days prior to the date of its upcoming expiration.

(b) Termination. Licensee may terminate this Agreement at any time by providing written notice to Licensor. Licensor may terminate this Agreement if Licensee breaches its obligation to make payments when due under Section 3 and such breach is not cured within **[ten (10) days]** after receiving written notice of the breach from Licensor.

(c) Effect of Termination. Upon any expiration or termination of this Agreement for any reason, Licensee will immediately cease all use of the Licensed Mark. No expiration or termination of this Agreement will relieve Licensee of its obligation to pay the License Fees (defined in Section 2(c)), and Licensee shall continue to account for and pay Licensor all License Fees that were incurred prior to the date of such expiration or termination.

3. Compensation.

(a) License Fees. In consideration of the rights granted by Licensor to Licensee pursuant to this Agreement, Licensee agrees to pay Licensor the following schedule: 1) \$0.75 per each multi-color decoration and 2) \$0.25 each single color decoration per garment.

(b) Payment Terms. Licensee will pay Licensor after fulfilling an order with a third party that used to logo, pursuant to the number of garments it was printed on and the quality of the print.

4. Property Rights. Licensee recognizes the great value of the goodwill associated with the Licensed Mark and acknowledges that the Licensed Mark and all rights therein and all goodwill pertaining thereto belong exclusively to Licensor and have acquired a secondary meaning in the minds of the trade and the purchasing public throughout the world. Notwithstanding anything to the contrary contained herein, any brand, trade name or trademark developed or used by the Parties during the Term will be owned exclusively by Licensor, and Licensee hereby transfers and assigns to Licensor any and all rights Licensee may acquire in such brand, trade name or trademark.

5. Quality Control.

(a) Permitted Use of Licensed Mark. Licensee shall obtain Licensor's written approval prior to: (a) each use of the Licensed Mark by Licensee, including but not limited to including the Licensed Mark in or on any packaging, advertising, press release, display, catalogue, or other promotional material; and (b) making any public statement or claim that may be attributable to or related to Licensor. If Licensor denies such approval in any instance, Licensor shall provide Licensee the reasons for such denial.

(b) Marking Requirement. Licensee shall designate at least once on all packaging, advertising, press releases, displays, catalogues and other promotional materials where the Licensed Mark is used: "Logo is a registered trademark used with permission of City of Charlevoix Downtown Development Authority."

(c) Preservation of Licensed Mark. Licensee acknowledges that the goodwill and reputation associated with the Licensed Mark will be damaged if any products or services sold by Licensee do not meet Licensor's standards. Licensee and Licensor shall each conduct their respective businesses in a manner that will not bring discredit upon or otherwise damage the Licensed Mark or diminish the goodwill or reputation associated with the Licensed Mark, or cause Licensor's ownership of the Licensed Mark or Licensees' use of the Licensed Mark to be impaired,

reduced or otherwise adversely affected. Licensee will comply with all laws, regulations and decisions of competent authorities that may be applicable to Licensee and its business.

6. Right to Audit. Licensor, or its designated agent, shall have the right, throughout the Term, at Licensor's sole cost and expense, to examine Licensee's books and records relating to the promoting, marketing, and advertising of the Licensor and its services at shows, conferences, meetings, and events attended to by Licensee, provided that (i) such examination shall take place wherever such books and records are located during normal business hours (ii) Licensor has provided Licensee with at least five (5) days' prior written notice of such examination, and (iii) Licensor may not exercise the audit rights set forth in this Section 6 more frequently than four (4) times in any calendar year.

7. Representations and Warranties.

(a) By Licensor. Licensor hereby represents and warrants that Licensor is the owner of the Licensed Mark and that Licensor has the full authority to grant Licensee the license.

(b) Mutual Representations. Each Party hereby represents and warrants to the other Party that such Party (i) has all power and authority necessary to enter into and to execute this Agreement; (ii) has the right and legal capacity to enter into, execute and implement this Agreement; and (iii) is not subject to any prior obligations or agreements, whether as a party or otherwise, that would restrict or interfere in any way with the full and prompt performance of their respective obligations hereunder; (iv) will fulfill all of their respective obligations under this Agreement in a timely manner.

(c) Warranty Disclaimer. Other than as expressly set forth herein, neither Party makes any warranties of any kind, either express or implied, in connection with the subject matter of this Agreement, and all other warranties are expressly disclaimed.

8. Limitations of Liability. Except for Licensor's obligations under Section 9(a), Licensor will not be liable to Licensee for any indirect, consequential, incidental, or special damages (including loss of business profits or revenues) arising in connection with this Agreement, even if Licensor has been advised of the possibility of such damages and notwithstanding any failure of the essential purpose of a remedy.

9. Indemnity.

(a) By Licensor. Licensor will (i) defend and hold harmless Licensee and its successors and assigns and their respective officers, directors, employees, agents, and representatives (each a "**Licensee Party**") from and against any claim, suit or other proceeding (each a "**Claim**") brought against such Licensee Party by a third party alleging that the Licensed Mark infringes or misappropriates any trademark of a third party in the United States; and (ii) will indemnify such Licensee Party for any and all demands, losses, damages, judgments, settlements, expenses, and other costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by such Licensee Party in connection therewith.

(b) By Licensee. Licensee will (i) defend and hold harmless Licensor and its successors and assigns and their respective officers, directors, employees, agents, and representatives (each a "**Licensor Party**") from and against any third-party Claim brought against

any Licensor Party relating to the promotion, marketing, and advertising of the Licensor at shows, conferences, meeting, and events by Licensee in the United States; and (ii) will indemnify such Licensee Party for any and all Losses incurred by such Licensee Party in connection therewith.

(c) Indemnification Procedure. Each Party entitled to indemnification under this Section 9 (an "**Indemnified Party**") shall give written notice to the other Party (the "**Indemnifying Party**") as promptly as reasonably practicable of any Claim commenced against or by it in respect of which indemnity may be sought hereunder, but failure to so notify an Indemnifying Party shall not release such Indemnifying Party from any liability that it may otherwise so long as such Indemnifying Party was not materially prejudiced by such failure. Upon receiving such notification, the Indemnifying Party will assume the defense of such Claim and will not be entitled to reimbursement of any expenses incurred by it in connection with such defense except as described below. The Indemnified Party shall have the right, at its sole cost and expense, to retain its own counsel in connection such Claim. The Indemnifying Party may not, without first obtaining the written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed), enter into any settlement agreement with respect to such Claim that entails an admission on the part of the Indemnified Party that would be detrimental to the Indemnified Party in any way.

10. Assignment. Licensee may not assign, sublicense or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement shall be binding upon the successors and assigns of the Parties to this License Agreement.

11. Entire Agreement. This Agreement constitutes the final and complete understanding between the Parties with respect to the subject matter hereof and replaces and supersedes all previous oral or written agreements, understandings or arrangements between the Parties with respect thereto.

12. No Waiver. This Agreement may not be modified or amended except in a writing signed by each Party. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

13. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision that achieves, as much as possible, the same purpose, and the remaining provisions of the Agreement shall continue in full force and effect.

14. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement, shall be effective when received, and shall be sufficient if given in writing, hand-delivered, sent by First Class Mail, return receipt requested (for all types of correspondence), postage prepaid, or sent by overnight courier service and addressed as outlined above. All notices shall be delivered to the following addresses:

If to Licensor:

City of Charlevoix Downtown Development Authority
210 State Street
Charlevoix MI 49720

If to Licensee:

Charlevoix Screen Masters, Inc.
12512 Taylor Road
Charlevoix, MI 49720

15. Independent Parties. Nothing in this Agreement shall be deemed to create an employer-employee, principal-agent or joint venture relationship between the Parties. Neither Party shall have the authority to enter into any contracts on behalf of the other Party and neither Party shall have the right to bind the other Party to any obligation or have the right to incur any liability on behalf of the other Party.

16. Governing Law and Jurisdiction. Licensor and Licensee agree that this License Agreement, and all legal rights, obligations and duties arising by virtue of this License Agreement shall be governed and construed according to the laws and judicial decisions the State of Michigan without reference to conflicts of law principles thereof. In the event of any litigation regarding this Agreement, the Parties agree that the venue for such litigation shall be in the state and federal courts located in Michigan. Licensee and Licensor agree that the prevailing Party in such dispute shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing Party.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by PDF and/or facsimile signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR:

LICENSEE:

City of Charlevoix
Downtown Development Authority

By: _____

Name: _____

Title: _____

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

New Business

TITLE: Grant Agreement for Match on Main

DATE: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Attached is the grant agreement document that we are entering into with the Michigan Economic Development Corporation for the Match on Main Grant awarded to My Grandmother's Table.

A photo opp has been scheduled on October 10th at 10am where we will present a "big check" to Joe and Nick. Please attend if you are able to!

RECOMMENDATION:

Motion to permit Director Dotson to sign the grant agreement and reimburse My Grandmother's Table \$25,000 as paid by the MEDC as a part of the Match on Main grant program.

ATTACHMENTS:

- ▢ MICHIGAN ECONOMIC DEVELOPMENT CORPORATION MATCH ON MAIN GRANT AGREEMENT WITH THE CHARLEVOIX MAIN STREET DDA

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
MATCH ON MAIN
GRANT AGREEMENT
WITH THE
CHARLEVOIX MAIN STREET DDA**

THIS GRANT AGREEMENT (this “Agreement”), effective as of September 9, 2019 (the “Effective Date”), is between the Michigan Economic Development Corporation, a public body corporate (the “MEDC”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and the Charlevoix Main Street DDA, a Michigan public body corporate, whose address is 210 State Street, Charlevoix, Michigan 49720 (the “Grantee”). As used in this Agreement, the MEDC and the Grantee are, individually, a “Party” and, collectively, the “Parties”.

RECITALS

A. The MEDC Match on Main initiative (“MoM”) is to provide MEDC funding to Select or Master Level Michigan Main Street communities to support small businesses within Michigan Main Street districts.

B. The Grantee applied for an MoM award to support reimbursement of certain capital expenditures by My Grandmother’s Table (“Company”), a Michigan limited liability company, whose project address is 115 Bridge Street, Charlevoix, Michigan 49720 and located within Grantee’s Michigan Main Street district (“Project”).

C. The MEDC agrees to award Grantee a grant in the amount of up to Twenty-Five Thousand Dollars (\$25,000) to be disbursed by Grantee under the terms of this Agreement (the “MEDC Grant”).

D. Consistent with this Agreement, the Grantee desires to disburse the MEDC Grant to the Company for reimbursement of certain of Company’s business expenses for the Project arising out of Working Capital Expenditures (the foregoing, “Eligible Expenses”).

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

MEDC GRANT

Section 2.1 MEDC Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the MEDC agrees to make, and the Grantee agrees to accept, the MEDC Grant.

Section 2.2 MEDC Grant Manager. The Grantee must communicate with the MEDC representative named below, or his or her designee, regarding this Agreement. The Grant Manager may be changed at any time at the discretion of the MEDC, and the MEDC shall give Grantee notice of any change to the designated Grant Manager.

Suzanne Perreault ("Grant Manager")
MEDC
300 North Washington Square
Lansing, Michigan 48913
Perreaults@michigan.org

Section 2.3 Grant Terms.

(a) **Vendor Registration.** MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

(b) **Conditions to MEDC Grant Disbursement.** The MEDC's obligation to fund any portion of the MEDC Grant is subject to all of the terms and conditions of this Agreement, including without limitation, the Grantee's satisfaction of all of the requirements to obtain a Grant Disbursement under Key Milestone Number One set forth on Exhibit B, and the Grantee being in compliance with this Agreement. The Grant Manager determines compliance with Key Milestone Number One.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MEDC:

Section 3.1 Organization. The Grantee is a Michigan non-profit corporation and has the power to enter into and perform its obligations under this Agreement.

Section 3.2 Authority. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law or result in the breach, be a default of, or require any consent under, any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. Except as has been disclosed in writing to the MEDC, no consent or approval is necessary from any governmental or other entity, except the MEDC, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. Neither this Agreement, nor any written statements or certificates furnished by the Grantee to the MEDC or the MEDC in connection with the making of the MEDC Grant and Agreement contain any untrue statement of material fact, or to the best of the Grantee's knowledge, omit a fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 Litigation or Other Proceedings. Except as has been disclosed in writing to the MEDC, to the knowledge of the Grantee and its officers or directors, there are no suits or proceedings pending or, to the knowledge of the Grantee or its officers or directors, threatened, before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under the Agreement.

Section 3.6 Compliance with Laws. To its knowledge, the Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject.

Section 3.7 Uses of Grant Disbursements.

(a) Any Grant Disbursement paid by the MEDC to the Grantee shall be paid by the Grantee to the Company as reimbursement for the Eligible Expenses for the Project. Provided however, no more than Twenty-Five Thousand Dollars (\$25,000) of the Grant Disbursement shall be paid to the Company for Working Capital Expenditures.

(b) In addition to submission of information required by Key Milestone Number One, if requested by the Grant Manager, the Grantee shall provide additional information satisfactory to the Grant Manager evidencing the Grantee's use of any Grant Disbursement.

Section 3.8 Conflict of Interest. Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor any of its officers, directors, employees, or affiliates have, shall have, or shall acquire any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any of its officer, directors, employees, or affiliates have accepted, shall accept, have offered, or shall offer, anything of value to influence the MEDC, its Corporate Board, Executive Committee and their respective directors, participants, officers, agents and employees. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise because of such

change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

Section 3.9 Key Milestones. The Grantee agrees to Key Milestone Number One set forth in Exhibit B.

Section 3.10 Other Grantee Covenants

(a) **Company Meetings.** Grantee shall use reasonable efforts to meet with a qualified Company representative to generally review Company activities and operations for the Project on or about each month for three (3) months following the Effective Date, and on or about each of the sixth (6th) and twelfth (12th) month following the Effective Date.

(b) **Reporting.** In addition to other monthly reporting to the MEDC under the MEDC's Michigan Main Street program, the Grantee shall provide such other reports and information reasonably requested by Grant Manager from time to time.

(c) **Indemnification and Insurance.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its Corporate Board, Executive Committee, and their respective directors, participants, officers, agents and employees ("Indemnified Persons") from any damages that it may sustain by any acts or omissions of Grantee pertaining to this Agreement. The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, Grantee's operations, or its acts or omissions arising under this Agreement; however, Grantee's indemnification obligations under this Agreement shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage and workers' compensation insurance. This Section shall survive indefinitely.

(d) **Access to Records.** During the Term, and for seven (7) years thereafter, the Grantee shall maintain reasonable records arising out of this Agreement and shall allow access to those records by the MEDC, or its authorized representative. This Section shall survive for seven (7) years following the end of the Term.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MEDC

The MEDC represents and warrants to the Grantee:

Section 4.1 Organization. The MEDC is a public body corporate and has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MEDC or the performance of any of its obligations under this Agreement.

ARTICLE V

SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT

Section 5.1 Suspension, Termination, Event of Default. Notwithstanding anything to the contrary, the MEDC's obligation to disburse any portion of the MEDC Grant shall automatically be suspended and may be terminated, and this Agreement may be terminated, all at the option of the MEDC, upon the occurrence, and during the continuance, of any one or more of the following events (each, an "Event of Default"), unless a written waiver is provided by the MEDC:

(a) the failure of the Grantee to request the Grant Disbursement in accordance with this Agreement, which in the aggregate, totals the full amount of the MEDC Grant, by no later than March 31, 2020;

(b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III;

(c) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing any of the terms, covenants or conditions under Article III, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;

(d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Talent and Economic Development, or the MEDC, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;

(e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

Section 5.2 Repayment for Certain Events.

(a) **Event of Default.** If this Agreement is terminated prior to the end of the Term by the MEDC as a result of any Event of a Default, the Grantee shall upon written notice by the MEDC, immediately repay to the MEDC the amount of the MEDC Grant then disbursed by the MEDC to the Grantee that Grantee has not yet disbursed to the Company as permitted by this Agreement.

(b) **Recovery by the Grantee.** In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any MEDC Grant funds from or on behalf of any Company, the amount received (not to exceed the amount of the Grant Disbursement paid to Grantee) less reasonable costs of collection, if any, shall be repaid to the MEDC within thirty (30) calendars of receipt by the Grantee.

(c) **Failure to Disburse.** In the event the Grantee has received any Grant Disbursement and has not, within sixty (60) days of receipt of such Grant Disbursement, disbursed all such MEDC Grant monies to the Company as permitted by this Agreement, the Grantee shall return to the MEDC the portion of the MEDC Grant monies not yet disbursed by the Grantee.

Section 5.3 Available Remedies. The suspension or termination of payments to the Grantee, or the termination of this Agreement, are not intended to be the sole and exclusive remedies available to the MEDC, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MEDC in collecting any sums due the MEDC from the Grantee under this Agreement, in enforcing any of its rights against the Grantee under this Agreement, or in exercising any remedies against the Grantee available to the MEDC.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

Section 6.2 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by facsimile or in pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.3 Severability. All clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

Section 6.4 Captions. The captions or headings in Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.5 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.6 Relationship between Parties. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MEDC, or the MEDC to any individual person, firm or entity for any purpose.

Section 6.7. Successors and Assigns. The MEDC may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MEDC. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.8 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, 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.

Section 6.9 Termination of Agreement. Except as to this Article VI and the Exhibit A definitions, which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims for repayment hereunder which arise out event that occurred during the Term, shall be brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the MEDC are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State government fails to provide or terminates the funding necessary for the MEDC to fund the MEDC Grant, the MEDC may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MEDC has no further obligation to make any Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

Section 6.10 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MEDC.

Section 6.11 Publicity. At the request and expense of the MEDC the Grantee will cooperate with the MEDC, and request that the Company also cooperate, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.

Section 6.12 Site Visit. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC, and request that the Company also cooperate, to permit the Grant Manager or such other MEDC representative to visit the Project location and/or view the results of the Eligible Expenses.

(Signature page follows)

The Parties have executed this Agreement effective on the Effective Date.

CHARLEVOIX MAIN STREET DDA

By: Lindsay Dotson
Its: Executive Director

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

By: Christin Armstrong
Its: Secretary

EXHIBIT A DEFINED TERMS

- (a) **"Agreement"** means this Agreement, including the Exhibits to this Agreement.
- (b) **"Company"** has the meaning set forth on the respective Exhibits.
- (c) **"Cure Period"** means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.
- (d) **"Company Match"** has the meaning set forth in Exhibit B-1.
- (e) **"Effective Date"** has the meaning set forth in the preamble.
- (f) **"Eligible Expenses"** has the meaning set forth in Recital D.
- (g) **"Event of Default"** means any one or more of those events described in Section 5.1.
- (h) **"Exhibit"** means each of the documents or instruments attached to this Agreement.
- (i) **"Grant Disbursement"** means MEDC Grant funds paid to the Grantee under this Agreement.
- (j) **"Grant Disbursement Request"** means: a written request from the Grantee for a Grant Disbursement in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1; and
- (k) **"Grantee"** has the meaning set forth in the preamble.
- (l) **"Grant Manager"** has the meaning set forth in Section 2.2.
- (m) **"Indemnified Persons"** has the meaning set forth in Section 3.10(c).
- (n) **"Key Milestone Number One"** means Key Milestone Number One which is set forth on Exhibit B.
- (o) **"MEDC"** has the meaning set forth in the preamble.
- (p) **"MEDC Grant"** has the meaning set forth in Recital C.
- (q) **"MoM"** has the meaning set forth in Recital A.
- (r) **"Party"** or **"Parties"** has the meaning set forth in the preamble.
- (s) **"Project"** has the meaning in Recital B.
- (t) **"State"** means the State of Michigan.
- (u) **"Term"** means from the Effective Date and, unless earlier terminated as provided by this Agreement through August 31, 2020.

- (v) **“Working Capital Expenditures”** means those Company expenses paid to independent third parties in the amount of at least Twenty-Five Thousand Dollars (\$25,000) that are acceptable to the MEDC for the business operations of the Company at the Project location, including a point of sale system, marketing expenses or inventory expenses for retail goods. For the avoidance of doubt, Working Capital Expenditures shall not include any Company expenses for wages, salaries or benefits, rent, mortgage, land contract, utility, equipment or machine leases, taxes, interest or insurance, professional fees, credit card processing fees or any other capital expenditures, including other soft costs deemed ineligible by the MEDC.

DRAFT

EXHIBIT B

KEY MILESTONES

Key Milestone Number One:

Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.3 of the Agreement which include the required submission of a Grant Disbursement Request, and any other information as may be required under the Agreement, a Grant Disbursement may be requested by the Grantee:

Grant Disbursement: Up to \$25,000

By no later than March 31, 2020, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all the following, and must otherwise be in compliance with the Agreement:

1. A fully completed Grant Disbursement Request in the form and substance set forth in Exhibit B-1, signed by the Grantee; and
2. A fully completed acknowledgement of the Company in the form and substance set forth on Exhibit B-1, signed by Company.

EXHIBIT B-1

KEY MILESTONE NUMBER ONE

GRANT DISBURSEMENT REQUEST

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of MONTH XX, 20 (the "Grant Agreement"), by and between the Michigan Economic Development Corporation (the "MEDC"), and the Charlevoix Main Street DDA, (the "Grantee"), Case No. 273622. Capitalized terms in this Grant Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

The undersigned, in the name and on behalf of Grantee, hereby certifies, represents and warrants, that as of the date of signing this Grant Disbursement Request:

1. The Grantee has complied, and is in compliance, with all the terms, covenants and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 5.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to My Grandmother's Table ("Company") for the Project located at 115 Bridge Street, Charlevoix, Michigan 49720.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).
6. In addition to the amount otherwise spent by the Company on Eligible Expenses, attached is a copy of supporting documentation received by the Grantee from the Company evidencing that the Company has actually contributed its own additional cash, or received additional private funding, for the Project in the total amount of at least \$ 2,500, toward Working Capital Expenditures (collectively, "Company Match").
7. For Interior Renovation Expenditures Only: Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.
8. The Grantee requests a Grant disbursement in the amount of \$25,000.

The undersigned has the authority, and signs this Grant Disbursement Request, on behalf of the Grantee.

CHARLEVOIX MAIN STREET DDA

By: Lindsay Dotson
Its:
Dated: _____

COMPANY ACKNOWLEDGMENT

1. The Company affirms it has paid the Eligible Expenses for the Project.
2. The Company affirms it has contributed the Company Match for the Project.
3. The Company will cooperate with the Grantee's and/or the MEDC's reasonable requests for information related to the Project, Eligible Expenses, the Company Match, the MEDC Match on Main initiative, or arising out of the Grant Agreement.
4. At the request and expense of the MEDC the Company will cooperate with the Grantee, and the MEDC, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.
5. At the request and expense of the MEDC, the Company will cooperate with the Grantee and the MEDC, to permit an MEDC representative to visit the Project location and/or view the results of the Eligible Expenses.

The undersigned has the authority, and signs this Company Acknowledgment, on behalf of the Company.

MY GRANDMOTHER'S TABLE

By: Jozef Zebediah
Its: Owner
Dated: _____

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

New Business

TITLE: Restaurant Week Sponsorship

DATE: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

In lieu of soliciting sponsors for the November Restaurant Week like we normally do, acknowledging donor fatigue demonstrated in lower sponsorships for our Summer Concerts, Katherine Forrester and Caitlin Cole (chairs of Restaurant Week event) are proposing that Main Street be the \$500 sponsor instead.

In addition to our regular promotion on Lite 96.3 and Facebook ads, Visit Charlevoix will be promoting Restaurant Week along with hotel discounts at a value of \$1,500. See attached for more information.

ATTACHMENTS:

- ▣ Visit Charlevoix Restaurant Week Promo

CHARLEVOIX

Visit Charlevoix has been working with TwoSix Digital, a digital advertising agency, to promote Charlevoix during the fall and winter seasons. Visit Charlevoix is running campaigns that are specially geared toward attracting visitors to the area based off specific interests. The organization has seen tremendous results on social media. During the month of October, Visit Charlevoix is going to run an event specific ad featuring Restaurant Week while also promoting the great eateries in Downtown Charlevoix.

The target demographics are listed below, including the Traverse City-Cadillac areas.

GEOS

COLOR TOUR BLOG



DMA LOCATIONS

- Chicago, DMA®
- Cincinnati, DMA®
- Columbus, OH, DMA®
- Detroit, DMA®
- Flint-Saginaw-Bay City, DMA®
- Grand Rapids-Kalamazoo-B.Crk, DMA®
- Lansing, DMA®
- Nashville, DMA®
- South Bend-Elkhart, DMA®
- Toledo, DMA®
- Traverse City-Cadillac, DMA®



CHARLEVOIX

This campaign is valued at \$1,500. Visit Charlevoix will be responsible for managing this campaign, and is promoting this Main Street event at no extra cost to Main Street.

Sample of current creative dynamic ads. (Dynamic ads test options of content together to see which is most successful and then drops off content that has lower engagement).

Facebook

Visit Charlevoix
Sponsored · 

Go out for a drive on Charlevoix's scenic back roads, the surrounding countryside is full of gently rolling hills and abundant foliage that's sure to satisfy that fall color trip you've been waiting for. 🍁



VISITCHARLEVOIX.COM

Plan Your Fall Getaway | Visit Charlevoix
Named "The Best Place to Travel" in Fall 2018

Learn More

1 View

Like Comment Share

Visit Charlevoix
Sponsored · 

As the fall leaves begin to change, head outside and explore nature's amazing beauty! 🍁

Whether you take a driving tour, boat on Lake Charlevoix, or grab your bike, head out this fall to explore Charlevoix's natural wonders.



VISITCHARLEVOIX.COM

Fall Color Tours | Visit Charlevoix
Named "The Best Place to Travel" in Fall 2018

Learn More

Like Comment Share

Instagram

Visit Charlevoix
Sponsored



Learn More

Autumn in Charlevoix is stunning, charming, relaxing, and all yours. ... more

Visit Charlevoix
Sponsored



Learn More

Autumn in Charlevoix is stunning, charming, relaxing, and all yours. ... more

Visit Charlevoix
Sponsored



Learn More

As the fall leaves begin to change, head outside and explore nature's amazing beauty! 🍁 ... more

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

New Business

TITLE: Bridge Drop Sponsorship

DATE: September 23, 2019

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Charlevoix Bridge Drop organizers are requesting a \$2,500 sponsorship for the 2019 event. Attached is the request for sponsorship from the Bridge Drop committee.

An additional benefit this year for sponsors is a promotional video for your organization which will be posted on the Bridge Drop facebook page (potentially promoted also depending on level). You will have use of this video as well.

ATTACHMENTS:

- ▣ Sponsorship Request



Bridge Drop Sponsorship Opportunities

Welcome to the **8th Annual Bridge Drop – Happy New Year Party!**

We are focused on making this Bridge Drop better than ever before...

And we need your help!

Traditional activities include:

Horse drawn wagon rides through town...

Snowman making contest, hot cocoa and smores in East Park

Free movie at **Charlevoix Cinema III**

Tommy Tropic shows to entertain the crowd at 8:30 & 11:30

Did you say **fireworks? At 9pm and midnight? Sounds like a blast!**

Dropping of the Bridge at midnight

Music and entertainment at local restaurants with food and drink specials that will add a whole lotta life to your Bridge Drop New Year's Celebration!

We are going to have some fun!

Thank you for your support!

Presenting - \$5,000

As the Presenting Sponsor of the 2018 Charlevoix Bridge Drop, your organization will receive the ultimate in event branding, company exposure, and promotion.

Sponsorship Benefits include the following:

- A custom video promoting your business promoted on all Bridge Drop channels
- Your business logo on event banners on US-31 and M-66 for 2 weeks before the event
 - Your business logo on the event posters as the presenting sponsor
- Your business logo on the website Bridgedrop.com as the presenting sponsor
 - Your business in media promotions (print, digital, social media, radio, TV)
 - Your banner on Bridge St level in East Park (provided by sponsor)
- Shout outs on the Bridge Drop facebook page and a targeted facebook promotion featuring your brand and promoting the event
 - Announcements by the emcee

Premiere- \$2,500

- A custom video promoting your business promoted on all Bridge Drop channels
- Your business name/logo in media promotions as sponsor (print, digital)
 - Your banner on Bridge St level in East Park (provided by sponsor)
 - Shout out on Bridge Drop facebook page
- Announcements by the emcee at the Bridge Drop midnight celebration
- Your business logo on the Bridge Drop banner, posters, and website

Gold - \$1,000

- Your business logo in print media promotions
- Your banner on the marina level in East Park (provided by the sponsor)
 - Announcements by the emcee
- Your business logo on the Bridge Drop website