



AGENDA
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET SPECIAL MEETING
Monday, February 10, 2020- 8:00 AM
City Hall - Council Chambers

- 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.

6. Reports

- A. Bridge Park Building Update
Lindsey Dotson, Executive Director

7. Old Business

8. New Business

- A. Discussion: Potential Projects
Lindsey Dotson, Executive Director
- B. Contract with Lamar for Billboards
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 week's 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

Reports

TITLE: Bridge Park Building Update

DATE: February 10, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Attached is the Notice to Vacate letter that we received from Round Lake Group on January 31, 2020 giving 30 days notice. Since we have a business working on submitting a proposal to occupy the space, conversations have been ongoing about which items in the brewery are considered property improvements vs. trade fixtures. Items that are considered property improvements are not to be sold and are considered the landlord's property at the termination of a lease.

A verbal update will be given with any additional information that is relevant at the time. More information will be provided at our regular February meeting in addition to aforementioned proposal.

ATTACHMENTS:

- ▣ LCBC Notice to Vacate



Round Lake Group, LLC.
P.O. Box 28
Charlevoix, MI 49720

January 31st, 2020

Attention: Lindsey Dotson, MSARP
Main Street DDA Director
210 State Street
Charlevoix, MI 49720

Reference: 111 Bridge Park Drive – Reply to Lease Renewal Update received 01/28/2020

Dear Mrs. Dotson,

Thank you – and the DDA board – for reviewing our lease renewal and sharing the information the Round Lake Group proposed and discussed with the Executive Committee on 01/08/2020.

Regarding the counteroffer the Main Street Board proposed, unfortunately we must now give you notice that we will be vacating this space. We sincerely wish the board shared the sentiment and retained the knowledge of how this lease and business model came to be as a partner with the DDA – unfortunately only two current members were on that DDA board at that time only 5 years ago, and since then DDA directors have come and gone as well. There is a model that could work in this space; however, we believe the terms of the counteroffer do not make it a viable model.

We request that this letter acts as our 30-day notice and wish the DDA the very best in utilizing this space to its fullest for our Downtowns economic growth and vitality in the years ahead.

Best Regards,

Aaron W. Hagen
Partner / Director of Culinary Operations
Round Lake Group, LLC

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

New Business

TITLE: Discussion: Potential Projects

DATE: February 10, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

It has been requested that the Board convene to discuss possible projects to consider that our \$372,396 cash balance could be spent on. I've linked you to a copy of our downtown plan as reference for all former discussions/recommendations of projects/initiatives to consider.

<http://charlevoixmi.gov/DocumentCenter/View/1000/Charlevoix-Downtown-Plan-PDF>

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

New Business

TITLE: Contract with Lamar for Billboards

DATE: February 10, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

As a part of the Cooperative Ad Campaign renewal, I met with our sales rep for Lamar to discuss billboards for another year. At the current rate (\$10,010) the projected income from 12 businesses at \$750 each (\$9,000) and the \$5,000 we have budgeted, this amount would be covered and then some. If we do not approve this contract now it's possible that the boards indicated will be sold to other parties and we would end up with less ideal locations. One change to note is that all boards are focused on the Traverse City region when last year we had a couple in Grayling and Kalkaska.

RECOMMENDATION:

Motion to enter into a contract with Lamar in the amount of \$10,010 for another year of billboards as part of the cooperative ad campaign.

ATTACHMENTS:

- ▣ 2020-2021 Contract

Traverse City
P.O. Box 152
Traverse City, MI 49685
Phone: 231-946-9000
Fax: 231-946-6360



CONTRACT # 3377170

Date: 2/4/2020
New/Renewal: RENEWAL
Account Executive: Sarah Jorkasky
Phone: 231-946-9000

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	720629-0
Name	CHARLEVOIX DDA
Address	210 STATE STREET
City/State/Zip	CHARLEVOIX, MI 49720
Contact	Lindsey Dotson
Email Address	lindseyd@charlevoixmi.gov
Phone #	(231) 547-3257
Fax #	
P.O./ Reference #	
Advertiser/Product	CHARLEVOIX DDA
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	158 Traverse City, MI	1 poster flex		03/16/20 04/13/20 05/11/20 06/08/20 07/06/20 08/03/20 08/31/20 09/28/20 10/26/20 11/23/20 12/21/20 01/18/21 02/15/21	13	\$150.00	\$1,950.00
Total Production/Other Services Costs:							\$1,950.00

Space										
# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
455 402220	158-TRAVERSE CITY, MI	M-37 .25 MI S/O US-31 E/S F/S #1 (S)	Yes	Poster	10' 6" x 22' 9"		03/16/20-04/12/20	1	\$620.00	\$620.00
559 402275	158-TRAVERSE CITY, MI	CASS RD .1 MI N/O AIRPORT RD E/S F/S (S)	Yes	Poster	10' 6" x 22' 9"		04/13/20-05/10/20 08/31/20-09/27/20	2	\$620.00	\$1,240.00
521 402255	158-TRAVERSE CITY, MI	GARFIELD .25 MI S/O AIRPORT RD ES FN #1	Yes	Poster	10' 6" x 22' 9"		05/11/20-06/07/20	1	\$620.00	\$620.00
597 401809	158-TRAVERSE CITY, MI	M-72 6 MI E/O US-31 N/S F/E #3 (S)	Yes	Poster	10' 6" x 22' 9"		06/08/20-07/05/20	1	\$620.00	\$620.00
515 402250	158-TRAVERSE CITY, MI	AIRPORT RD .25 MI E/O CASS N/S F/E (S)	Yes	Poster	10' 6" x 22' 9"		07/06/20-08/02/20	1	\$620.00	\$620.00
415 402156	158-TRAVERSE CITY, MI	M-37 500' N/O US-31 E/S F/S	Yes	Poster	10' 6" x 22' 9"		08/03/20-08/30/20	1	\$620.00	\$620.00
582 402292	158-TRAVERSE CITY, MI	M-72 4.3 MI E/O US-31 N/S F/E #3 (S)	Yes	Poster	10' 6" x 22' 9"		09/28/20-10/25/20 01/18/21-02/14/21	2	\$620.00	\$1,240.00
507 402243	158-TRAVERSE CITY, MI	AIRPORT RD .6 MI E/O CASS RD S/S F/W	Yes	Poster	10' 6" x 22' 9"		10/26/20-11/22/20	1	\$620.00	\$620.00
532 402263	158-TRAVERSE CITY, MI	EIGHTH ST @ BOARDMAN N/S F/W	Yes	Poster	10' 6" x 22' 9"		11/23/20-12/20/20	1	\$620.00	\$620.00
517 402251	158-TRAVERSE CITY, MI	GARFIELD .25 MI S/O AIRPORT RD ES FS #3	Yes	Poster	10' 6" x 22' 9"		12/21/20-01/17/21	1	\$620.00	\$620.00
553 402273	158-TRAVERSE CITY, MI	US-31 1 MI N/O 3 MILE RD E/S F/S	Yes	Poster	10' 6" x 22' 9"		02/15/21-03/14/21	1	\$620.00	\$620.00
Total Space Costs:									\$8,060.00	
Total Costs:									\$10,010.00	

Special Considerations:



Traverse City
P.O. Box 152
Traverse City, MI 49685
Phone: 231-946-9000
Fax: 231-946-6360



CONTRACT # 3377170

Date: 2/4/2020
New/Renewal: RENEWAL
Account Executive: Sarah Jorkasky
Phone: 231-946-9000

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	<u>CHARLEVOIX DDA</u>
Signature:	<u>(signature above)</u>
Name:	<u>(print name above)</u>
Date:	<u>(date above)</u>

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Sarah Jorkasky

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.



Traverse City
P.O. Box 152
Traverse City, MI 49685
Phone: 231-946-9000
Fax: 231-946-6360



CONTRACT # 3377170

Date: 2/4/2020
New/Renewal: RENEWAL
Account Executive: Sarah Jorkasky
Phone: 231-946-9000

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

