



**AGENDA**  
**CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET MEETING**  
**Monday, April 27, 2020- 5:30 PM**  
**Zoom Meeting**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**

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

- A. Minutes
  - B. Monthly Report
  - C. Committee Minutes
- 6. Reports**
- 7. Old Business**
- 8. New Business**
  - A. Contract with Bill's Farm Market  
Lindsey Dotson, Executive Director
  - B. Long Road Distillers Lease Request  
Jon O'Connor & Kyle VanStrien, Co-Owners
  - C. Election of Officers
- 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:** April 27, 2020

**ATTACHMENTS:**

- ▣ Regular Meeting - February 24, 2020
- ▣ Special Meeting - February 28, 2020
- ▣ Special Meeting - April 21, 2020

**CITY OF CHARLEVOIX**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING**  
Monday, February 24, 2020 at 5:30 p.m.  
210 State Street, City Hall, Charlevoix, Michigan

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

Chair: Maureen Owens  
Members Present: Sam Bingham, Sean Bradley, Richard Christner, Luther Kurtz (by phone), Paul Silva, Rick Wertz, Amanda Wilkin  
Non-Voting Member: Liam Dreyer  
Members Absent: Kirby Dipert  
City Staff: Lindsey Dotson, Executive Director

**4. Inquiry Into Potential Conflicts of Interest**

**5. Consent Agenda**

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

Member Dreyer stated that his last name was spelled with two "e's". It was noted that some references to members were reversed.

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

**6. Reports**

**A. Meet Ryan Deery**

Mr. Deery introduced himself and gave a brief description of his background and career prior to becoming the Executive Director of the Charlevoix Public Library.

**B. Director's Report**

Chair Owens asked if anyone had signed up for the Cooperative Ad Campaign and Director Dotson responded that she would make the sign-ups live the next day. She stated that the only change was that they were not doing the Community Shopper ad and it was \$50 more per business; she received at least 12 verbal yeses.

Director Dotson referenced the Inaugural Bridge Charlevoix Conference scheduled for April 30<sup>th</sup>, from 8:00 a.m.–1:00 p.m. at the Charlevoix Public Library. She also reported that Dan Leonard of the MEDC agreed to work with the DDA to help create a local investors group targeting the lack of housing in the downtown. She stated that another round of Match on Main applications would be due May 4–17.

**7. New Business**

**A. Facade Grant Application - BLOOM**

Director Dotson stated that an application was reviewed by the members of the Design Committee from BLOOM to assist in a large window restoration project that will be completed in phases. The amount requested is the rest of the available DDA fund for this fiscal year, \$7,700. She stated that the Design Committee scored the application very highly and recommended Board approval. Ms. Haf responded to questions from the Board members and stated that the two bids she received were not comparable as far as the type of work and the quality of the product. She described the project and stated that the total cost was \$90,000.

Motion by Member Bradley, second by Member Wertz to approve a Façade Grant to Jennifer Haf (BLOOM) in the amount of \$7,700 to be paid upon receipt of proof of payment when the first phase of the project is complete. Motion passed by unanimous voice vote.

**B. Presentation/Proposal for 109/111 Bridge Park Drive**

Jon O'Connor & Kyle VanStrien, co-owners of Long Road Distillers presented their proposal to occupy the space at 109 and 111 Bridge Park Drive for the purposes of establishing a distillery tasting room, retail shop and cocktail bar. Mr. O'Connor requested replacing the existing southernmost metal door with a traditional glass entry door with sidelights, similar to the entry doors for the shared lobby between the Beaver Island Boat Company and the space in question. He stated they were proposing a lease rate of \$1,400 a month with their payments beginning upon occupancy of the property and MLCC approval. He stated that he was proposing a 3-year lease with the potential for five 3-year renewal options with lease rate increases tied to the CPI and they hoped that the taxes would not exceed \$6,000 per year.

Director Dotson stated that \$6,000 was a good estimate for personal and real property taxes. She added that the rates in the downtown vary greatly ranging from \$10 to \$26 per square foot. Member Christner noted that the proposed rate would be approximately \$6 a square foot. He questioned if the proposal included continued cleaning of the restrooms as was in the previous tenant's lease and Mr. VanStrien stated that they would entertain a similar agreement.

Member Silva felt it would be a great addition to the downtown, but they had a certain responsibility to the City to make sure that we are entering into a fair agreement for both parties. He stated it appeared that this proposal was at a rate lower than what the previous tenant paid, and he felt they needed to know the facts before they made a decision. Member Wertz felt that they had not done due diligence on this and Member Silva stated at the same time he did not want to slow down the applicants. Chair Owens questioned the Board and the applicants if a week of serious due diligence would the Board entertain the idea of having a special meeting to consider a potential counter proposal.

Mayor Kurtz asked if Director Dotson checked to see if the City Charter allows for the proposed 18 year lease. Mr. O'Connor stated that they owned and leased a number of properties and they wanted to make a commitment to the Charlevoix location and also to have some security when making a large investment into a property. Mayor Kurtz thought the Charter limited lease agreements to five years.

Member Dreyer questioned if there was any way to speed up the process by using some of the existing equipment from the Charlevoix Brewing Company. Mr. O'Connor stated that their hope was to use some of the infrastructure, not necessarily the equipment and part of their due diligence was to determine the condition of the building for a new lease.

Mr. VanStrien stated that they took into consideration the former tenant's lease, their business model and the location not being visible from Main Street and the positive/negative externalities of the property. Mr. O'Connor suggested that the DDA could consider approving the concept subject to negotiation of the lease.

Chair Owen stated that the Director could provide fair market value for the property. Director Dotson stated that the estimate to replace the door was about \$5,000. Mayor Kurtz was in favor of approving the concept subject to negotiation of the lease.

The public hearing was opened.

Denise Fate felt that if people were tasting spirits and cocktails it was important that food be offered as well. Mr. O'Connor stated that the space does not offer a full commercial kitchen but they would offer a variety of sandwiches, salads and appetizers.

The public hearing was closed.

Motion by Member Christner, second by Member Wertz to approve the concept as presented subject to acceptable lease negotiations with the proposed tenant. Motion passed by unanimous voice vote.

The members agreed to schedule a special meeting for 8:00 a.m. on Friday, February 29<sup>th</sup> to finalize the lease negotiations.

#### C. Cynthia Woods Mitchell & Johanna Favrot Fund Grant Application

Director Dotson explained that because the DDA are members of the National Main Street Center/National Trust for Historic Preservation they were eligible to apply for funding that helps with brick and mortar restoration of buildings that are owned either publicly or by a non-profit in the DDA district. She stated that she was seeking permission to submit a grant on behalf of the Charlevoix Historical Society for continued rehabilitation efforts for interior renovations at the Harsha House Museum at 103 State Street.

Member Wertz questioned if there was any liability from the DDA's perspective as to certifying that things are done as they need to be, and Director Dotson responded that would be included in the follow-up reporting. She stated that they were basically the pass-through for the money similar to what was done for the Match on Main Street program. Denise Fate stated that these grants would probably be \$10,000 each and the Society will match the other \$10,000.

The public hearing was opened and closed as there were no public comments.

Motion by Member Bradley, second by Member Bingham to permit Director Dotson to submit grant applications to the Cynthia Woods Mitchell & Johanna Favrot Fund on behalf of the Charlevoix Historical Society for continued rehabilitation efforts at the Harsha House Museum. Motion passed by unanimous voice vote.

#### D. Draft Design Guidelines

Director Dotson stated that the purpose of the Design Guidelines was to serve as a resource for property owners and contractors as to how to properly take care of their building whether it was historic or not and how to preserve the character that is unique to Charlevoix. She stated it was the intention of the Design Committee, the Zoning Administrator and Planning staff to eventually incorporate some of the recommendations into the City Code for the Central Business District. Director Dotson stated that they were planning to hold an informational meeting on the new guidelines on March 5<sup>th</sup> at 5:00 p.m. at City Hall.

The public hearing was opened and closed as there were no comments from the public.

Motion by Member Wilkin, second by Member Wertz to approve the Design Guidelines document with minor modifications to styling and content. Motion passed by unanimous voice vote.

## **8. Request for Future Agenda Items**

**9. Old Business**

**A. Façade Grant Reimbursement – 221 Bridge Street**

Director Dotson stated that in 2017 the DDA approved a \$10,000 façade grant to Fred DiMartino for fire recovery efforts on his building at 221 Bridge Street, and now three years later the DDA still had not reimbursed him the funds because proof of payment was not provided. Mr. DiMartino advised that he cannot obtain that information from the construction company. Director Dotson stated that the property was still being worked on including the roof and issues with the masonry that was done.

Chair Owens confirmed that Mr. DiMartino spent over \$20,000 on this restoration and he needs to provide something to show that he's paid over \$20,000 toward this project then they would be comfortable with giving him the \$10,000 in grant funds. Member Bingham felt it would be reasonable to give the applicant until March 31<sup>st</sup> to provide the required documentation. Director Dotson noted that she invited Mr. DiMartino to attend this meeting.

The public hearing was opened and closed as there were no public comments.

Motion by Member Bradley, second by Member Wertz to request proof of payment and completion of project by March 31, 2020 or else the grant award is no longer available because of the time that has passed. Motion passed by unanimous voice vote with Mayor Kurtz abstaining.

**10. Board Comments**

**A. Closed Session Pursuant to MCL 15.268(e)**

Motion by Member Christner, second by Member Wertz to enter into Closed Session pursuant to MCL 15.268(e) for the discussion of the request from City Attorney Scott Howard. Motion passed by unanimous voice vote.

Closed Session commenced at 6:50 p.m. and Open Session reconvened at 7:03 p.m.

Motion by Member Owens, second by Member Wertz that the DDA join the City of Charlevoix in their lawsuit against Lake Charlevoix Brewers and Round Lake Group, that we include in the suit the outstanding monies due to the DDA by the two entities of approximately \$1,568, that we request Attorney Scott Howard if possible to include language to protect our building from damage as the two entities vacate the building and that we do not incur any legal fees.

Yeas: Bradley, Christner, Silva, Wertz, Wilkin, Owens

Nays: None

Abstain: Bingham

Absent: Kurtz, Dipert

**11. Public Comments**

**12. Adjourn**

Motion by Member Wertz, second by Member Bradley to adjourn the meeting at 7:07 p.m. Motion passed by unanimous voice vote.

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Joyce Golding/fgm

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Maureen Owens

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Chair

**CITY OF CHARLEVOIX**  
**DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET SPECIAL MEETING**  
**Friday, February 28, 2020 at 8:00 a.m.**  
**210 State Street, Charlevoix, Michigan**

The meeting was called to order at 8:00 a.m. by Chair Owens.

**1. Call to Order**

**2. Roll Call**

|                  |                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------|
| Chair:           | Maureen Owens                                                                                                |
| Members Present: | Richard Christner, Sam Bingham, Liam Dryer (non-voting), Rick Wertz, Sean Bradley, Paul Silva, Amanda Wilkin |
| Members Absent:  | Luther Kurtz, Kirby Dipert,                                                                                  |
| City Staff:      | Lindsey Dotson, Executive Director                                                                           |
| Others Present:  | Jon O'Connor, Kyle Van Strien, & Jenna Smeltzer of Long Road Distillers                                      |

**3. Old Business**

**a. Lease Negotiations for 109 Bridge Park Drive**

Director Dotson started by reviewing the decision made on February 24<sup>th</sup> to negotiate a lease with Long Road Distillers and outlined what needed to be discussed, including a rent rate & renewal terms.

Discussion took place that included the following provisions in the drafting of the new lease:

- Rental rate cannot exceed \$1,700 per month
- Outdoor/Patio Space to be included in the lease
- Having a clause in the lease that there is no monthly charge for rent until MLCC license is in hand, but also establishing a cut-off date of June 1<sup>st</sup> when rent will be due regardless.
- Renewal was discussed and a single year lease with a 3 year renewal with an increase tied to Consumer Price Index (CPI) with the option to add a year onto the renewal after each year is served.

Motion by Bradley, second by Wertz to draft a lease including a monthly rent rate of \$1,700 for the period of one (1) year with the option to renew 3 years and any increases in rent be tied to CPI. Motion passes unanimously.

**4. Adjourn.**

Meeting adjourned at 8:30 a.m.

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Lindsey J. Dotson    Executive Director

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Maureen Owens                      Chair

**CITY OF CHARLEVOIX**  
**DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET SPECIAL MEETING**  
**Tuesday, April 21, 2020 at 5:30 p.m.**  
**Remote Participation**

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

**1. Call to Order**

**2. Pledge of Allegiance**

In order to be in compliance with Governor Whitmer's Executive Order 2020-21 which prohibits in-person work not necessary to sustain or protect life, this Special Meeting was held remotely in accordance with Executive Order No. 2020-15 which grants temporary authorization of remote participation in public meetings due to the COVID-19 pandemic.

**3. Roll Call**

|                  |                                                                                                    |
|------------------|----------------------------------------------------------------------------------------------------|
| Chair:           | Maureen Owens                                                                                      |
| Members Present: | Sam Bingham, Richard Christner, Kirby Dipert, Liam Dryer (non-voting), Luther Kurtz, Amanda Wilkin |
| Members Absent:  | Sean Bradley, Paul Silva                                                                           |
| City Staff:      | Lindsey Dotson, Executive Director                                                                 |
| Others Present:  | None                                                                                               |

**4. New Business**

**a. Grant Application Submission**

Director Dotson is seeking permission to submit a grant application to the Grills Fund for the amount of \$10,000 that will be used to support small businesses in our district affected by COVID-19. It is Dotson's intention to pair this with funds raised from a crowdfunding campaign in which the public will be able to contribute to. With said monies, a grant program will be created complete with an application and review process, and final grant award approvals will come to the Board. A task force consisting of members of our Economic Vitality Committee has been created to review similar programs process and criteria as a starting point to creating our own.

Motion by Christner, second by Bingham to approve Director Dotson to submit a grant application to the Grills Fund for Main Street Revitalization requesting \$10,000 to help fund innovative revitalization efforts to address the current and/or legacy impacts of COVID-19. Motion passes unanimously.

**5. Adjourn.**

Meeting adjourned at 5:45 p.m.

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Lindsey J. Dotson    Executive Director

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Maureen Owens                      Chair

DRAFT

**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:** April 27, 2020

**ATTACHMENTS:**

- ▣ February Report to MEDC
- ▣ March Report to MEDC

[Home](#)[My Profile](#)[Project Information](#)[MEDC Programs](#)[My Applications](#)[My Awards](#)[Other Reports](#)**Michigan Main Street Monthly Report**

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

Metrics Number M-0000114740  
 Account City of Charlevoix  
 Reporting Period Start 2/1/2020  
 Submitter's Name Lindsey Dotson

Status Submitted  
 Name Jada Tillison-Love  
 Reporting Period End 2/29/2020  
 Due Date 3/10/2020

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

| Business Name    | Address     | Type of Business | FTE Jobs Added | Part-time Jobs Added |
|------------------|-------------|------------------|----------------|----------------------|
| NuStar Insurance | 103 Huribut | Office           | 2.0            | 1.0                  |

**Businesses Closed in MSA**

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

**Business that Moved out of MSA**

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

**Existing Businesses that Expanded in MSA**

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

**Existing Businesses that Contracted in MSA**

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

**Housing****New & Rehab Housing in MSA**

| Type | # of Units | Address | Rent or Purchase Amount | Monthly Rent or Purchase Price |
|------|------------|---------|-------------------------|--------------------------------|
|------|------------|---------|-------------------------|--------------------------------|

**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 |
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|

**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 |
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|

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

| Business Name | Address | Private Investment | Public Investment | Source of Public Fund |
|---------------|---------|--------------------|-------------------|-----------------------|
|---------------|---------|--------------------|-------------------|-----------------------|

**New Construction in MSA**

| Business Name | Address | Private Investment | Public Investment | Source of Public Fund |
|---------------|---------|--------------------|-------------------|-----------------------|
|---------------|---------|--------------------|-------------------|-----------------------|

**Buildings Sold in MSA**

| Address           | Amount of Sale |
|-------------------|----------------|
| 411 Bridge Street | \$160,000.00   |

**Main Street Data**

|                                           |        |
|-------------------------------------------|--------|
| Total Board Volunteer Hours               | 30.00  |
| Total Volunteer Cost                      | \$0.00 |
| Total Project (Non Event) Volunteer Hours | 78.00  |

## Training Sessions Attended

| Event Title | Who Attended | Date | Topic |
|-------------|--------------|------|-------|
|-------------|--------------|------|-------|

## Fundraising/Membership Last Month

| Type    | Amount  |
|---------|---------|
| Private | 1450.00 |

## Downtown Events &amp; Activities - All Committees

| Event | Type | # of Attendees | # of Volunteer Hours | Event Expenses Incurred by Main Street | Main Street Event Revenue |
|-------|------|----------------|----------------------|----------------------------------------|---------------------------|
|-------|------|----------------|----------------------|----------------------------------------|---------------------------|

## Other new/Comments

## Board Member Changes: Position Names Leaving and Names Arriving

| Position | Name Leaving | Email | Name Arriving | Email |
|----------|--------------|-------|---------------|-------|
|----------|--------------|-------|---------------|-------|

**Other News or Commentary**  
 We have resolved our issue at 109 Bridge Park Drive - unfortunately the brewery decided to close but just in time we got a phone call from a prospect and we just signed the new lease with them today. Long Road Distillers will be moving in asap! We are moving as many of our meetings to online meetings as possible right now with the Coronavirus concern - but also diligently promoting that our businesses are still open and what precautions and preventative measures they are taking for the safety of their customers.

**Program & Outlook**  
 Things are looking good! It will be an interesting season this year with some exciting new businesses opening up/moving/expanding.

**Suggestions for State and National Staff**  
 Thanks for all of the support thus far with Coronavirus response!

## Upload Attachments

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

Date Uploaded

Agenda\_2020\_2\_24\_Meeting(237).pdf

3/9/2020 5:20 PM

michiganbusiness.org

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

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## Michigan Main Street Monthly Report

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

|                        |                    |                      |                    |
|------------------------|--------------------|----------------------|--------------------|
| Metrics Number         | M-0000114741       | Status               | Submitted          |
| Account                | City of Charlevoix | Name                 | Jada Tillison-Love |
| Reporting Period Start | 3/1/2020           | Reporting Period End | 3/31/2020          |
| Submitter's Name       | Lindsey Dolson     | Due Date             | 4/10/2020          |

## Activity &amp; Use / Employment

## New Business Opened in MSA

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

## Businesses Closed in MSA

| Business Name   | Address         | Type of Business | FTE Jobs Lost | Part-time Jobs Lost |
|-----------------|-----------------|------------------|---------------|---------------------|
| Cottage Pottery | 100 Park Avenue | Retail Occupied  | 1.0           | 2.0                 |

## Business that Moved out of MSA

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

## Existing Businesses that Expanded in MSA

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

## Existing Businesses that Contracted in MSA

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

## Housing

## New &amp; Rehab Housing in MSA

| Type | # of Units | Address | Rent or Purchase Amount | Monthly Rent or Purchase Price |
|------|------------|---------|-------------------------|--------------------------------|
|------|------------|---------|-------------------------|--------------------------------|

## Investment

## Facade &amp; 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 |
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|

## 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 |
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|
|---------------|---------|---------------------|--------------------|-------------------|-----------------------|

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

| Business Name | Address | Private Investment | Public Investment | Source of Public Fund |
|---------------|---------|--------------------|-------------------|-----------------------|
|---------------|---------|--------------------|-------------------|-----------------------|

## New Construction in MSA

| Business Name | Address | Private Investment | Public Investment | Source of Public Fund |
|---------------|---------|--------------------|-------------------|-----------------------|
|---------------|---------|--------------------|-------------------|-----------------------|

## Buildings Sold in MSA

| Address | Amount of Sale |
|---------|----------------|
|---------|----------------|

## Main Street Data

## Volunteer

|                             |                      |                                           |
|-----------------------------|----------------------|-------------------------------------------|
| Total Board Volunteer Hours | Total Volunteer Cost | Total Project (Non Event) Volunteer Hours |
| 0.00                        | \$0.00               | 28.00                                     |

Training Sessions Attended

| Event Title                       | Who Attended   | Date      | Topic               |
|-----------------------------------|----------------|-----------|---------------------|
| MDA Lansing Day & Spring Workshop | Lindsey Dolson | 3/11/2020 | Downtown Management |

Fundraising/Membership Last Month

| Type   | Amount |
|--------|--------|
| Earned | 250.00 |

Downtown Events & Activities - All Committees

| Event | Type | # of Attendees | # of Volunteer Hours | Event Expenses Incurred by Main Street | Main Street Event Revenue |
|-------|------|----------------|----------------------|----------------------------------------|---------------------------|
|-------|------|----------------|----------------------|----------------------------------------|---------------------------|

Other new/Comments

Board Member Changes: Position Names Leaving and Names Arriving

| Position     | Name Leaving | Email                     | Name Arriving | Email |
|--------------|--------------|---------------------------|---------------|-------|
| Board Member | Rick Wertz   | info@rickwertzbuilder.com |               |       |

Other News or Commentary  
We did not have a March Board Meeting because of COVID 19.  
Program & Outlook  
We are working to gather data about how COVID is impacting our district and devising the best way to support our businesses.  
Suggestions for State and National Staff  
Thanks for all of the 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

michiganbusiness.org

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

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

**Consent Agenda**

**TITLE:** Committee Minutes

**DATE:** April 27, 2020

**BACKGROUND:**

The last in-person committee meeting that took place was the Design Committee meeting on March 5th. Since then we have met via Zoom with the Organization/Promotion Committee twice and the Economic Vitality Committee has met once. Our business owners meeting has happened twice and has been upped to bi-weekly for now.

**ATTACHMENTS:**

- ▣ Design Committee Meeting - March 5, 2020



**Charlevoix Main Street Design Committee**  
**Thursday, March 5, 2020**  
**4:00 PM – City Hall Council Chambers**  
**Minutes**

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

**Absent:** J. Duerr, L. Keinath, M. Owens, E. Selph

- I. **Approval of Minutes** - The Minutes from the February 6, 2020, meeting were approved as written.
- II. **Outstanding Business**
  - a. Report from the DDA meeting: Lindsey reported that the façade grant application in the amount of \$7,700 for BLOOM for window repair as approved, the Design Guidelines were approved, and the Design Committee's recommendation to handle the reimbursement to Fred DiMartino was also accepted. Michigan was not selected for national Main Street Façade Improvement Grant funding.
  - b. Design Guidelines - Info Meeting: Lindsey wants to get feedback from participants in the Info Meeting before finalizing and publishing the Guideline document. They are being presented with a focus on the impact building design has on retail business. The group discussed the process going forward to try and incorporate them to the extent possible into the City ordinance(s) for renovation projects in the DDA, which will involve the Planning Commission, DDA, a public forum and ultimately City Council. City Planner J. Scheel will support.
- III. **New Business**
- IV. **Call for Future Agenda/Research Items**
- V. **Adjournment** - the meeting was adjourned at 4:40 PM.
- VI. **Next meeting:** Thursday, May 7, 2020 @ 4:00 PM at City Hall

**CHARLEVOIX MAIN STREET MISSION**

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

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

**New Business**

**TITLE:** Contract with Bill's Farm Market

**DATE:** April 27, 2020

**PRESENTED BY:** Lindsey Dotson, Executive Director

**BACKGROUND:**

We are up for renewal with Bill's Farm Market for holiday greens, wreaths, and lights on our lightpoles downtown. He has indicated interest in continuing doing business with us which includes installation and removal each year.

**RECOMMENDATION:**

Motion to approve contract with Bills Farm Market for the years 2020, 2021, and 2022 in the amount of \$2,461.60 each year.

**ATTACHMENTS:**

- ▣ Bill's Farm Market Bid for holiday greens

February 24, 2020

To the Charlevoix DDA,

Below is my 2020, 2021, and 2022 bid for wreaths, garland, and lights installed on garland, along with installation and removal of all items.

35-24 in. mixed green wreaths for light poles: \$735.00

35-14 ft. pieces of garland for light poles, along with 4 14 ft. and 2 25 ft. pieces of garland for alleyways: \$506.60

Labor, travel, installation, and removal: \$785.00

Installation and removal of lights: \$435.00

Total Bid Price: \$2,461.60

Owner: Bill McMaster

A handwritten signature in cursive script that reads "Bill McMaster".

Bill's Farm Market

Cell: (231) 881 0260

Thank you again for the opportunity to bid on your Christmas decorations. Please call my cell phone again if you have any questions.

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

**New Business**

**TITLE:** Long Road Distillers Lease Request

**DATE:** April 27, 2020

**PRESENTED BY:** Jon O'Connor & Kyle VanStrien, Co-Owners

**BACKGROUND:**

In an email dated March 16, 2020 the following was written:

Please let this email serve as the official notice that we would like to terminate the lease in its current form due to the rapidly changing situation regarding Coronavirus.

We are committed to joining you in Charlevoix however given the fact we are currently shut down due to the Governor's declaration of bars and restaurants not being able to operate after 3PM today, we cannot in good faith promise to open this new location by the agreed upon date due to so much uncertainty.

If it is possible to get council approval tonight that would be a positive step so that as things evolve we can restart the process in the event these challenges pass more quickly than anticipated and we can then expedite a new timeline to get open.

We would like to continue discussion with the DDA about how we move forward knowing this a moving target with neither party having the ability to predict the future. We love the opportunity available to join you in Charlevoix and will do what we can given the current conditions to make that happen. We appreciate the willingness to be flexible and continue to stay at the table to negotiate terms which work well for both parties.

Thank you again for all of your help.

Jon

Jon O'Connor  
Owner/Co-Founder  
Long Road Distillers  
537 Leonard St NW  
Grand Rapids, MI 49504  
616-450-5649  
[www.longroaddistillers.com](http://www.longroaddistillers.com)  
[facebook.com/longroaddistillersgr](https://facebook.com/longroaddistillersgr)

**ATTACHMENTS:**

▢ Copy of Lease

## COMMERCIAL LEASE AGREEMENT

Lease made this 13th day of March, 2020 by and between, Charlevoix Downtown Development Authority 210 State Street, Charlevoix, Michigan 49720, hereinafter collectively designated as the LANDLORD and the Long Road Distillers LLC, 537 Leonard Street Grand Rapids, MI 49504, hereinafter designated as the TENANT.

WITNESSETH: The Landlord owns certain real property commonly known as 109 Bridge Park Drive, Charlevoix, MI 49720 (the "Real Estate").

### DESCRIPTION

WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Charlevoix, Charlevoix County, Michigan commonly known as 109 Bridge Park Drive.

To wit: That the portion of the Real Estate comprising of 2,791 square feet of underground level space, together with a portion of the space being hallway and lobby area as designated by Landlord plus a portion of the outdoor patio space (designated on the plan attached as Exhibit A & B) ("Leasehold Realty").

### TERM

The term of this Lease shall be for a period of one year commencing on the 13<sup>th</sup> day of March, 2020 and terminating at 11:59 PM on 31st of March, 2021. Tenant shall have the right to renew this Lease for an additional three-year term lasting until 11:59 PM on 31st of March, 2025, subject to the terms and conditions contained in this lease. In addition to the three-year renewal term, Tenant shall also have the right to renew the lease for an additional one-year term for each full year rented by Tenant (up to a total of an additional four one-year renewal terms). Tenant shall inform Landlord of its desire to continue rental of the Leasehold Realty in writing at least 30 days prior to the expiration of this Lease or any extension to this Lease.

### BASIC RENT

Tenant agrees to pay to Landlord as rent for the Leasehold Realty the following monthly payments, due on the first day of each month commencing April 1 2020:

- March 13 through the earlier of the date of MLCC license issuance or June 1, 2020: \$0 per month
- Monthly rent beginning the earlier of the 1<sup>st</sup> of the month after the date of MLCC license issuance or June 1, 2020: \$1,700.00 per month
- Monthly rent for any renewal term of this Lease shall be increased yearly by the Consumer Price Index. Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (CPI-U), U.S. City

Average, all items, not seasonally adjusted, (Index 1982-1984 = 100 reference base). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall authorize Landlord's attorney to designate a substitute Index or formula. In no event shall the next lease year rental be less than the prior year.

- In the event of a public health crisis that affects public attendance at restaurants or other gathering spaces, the lease amount shall be abated on a prorated basis for the amount of time that the crisis persists. A public health crisis shall be deemed to be occurring if any of the following events occurs:
  - Ferry service to Beaver Island is interrupted due to health concerns, or lack of traffic due to a health crisis.
  - The Governor of the State of Michigan declares a state of emergency in the State of Michigan due to a health crisis or pandemic or spread of a transmissible disease in the state.
  - The Federal Center for Disease Control issues advice that people avoid congregating and attending gatherings in an area that includes the rented space.

Not paying rent in that time period shall not be deemed a default of the term of the lease, so long as the premises remains closed for business during the time period, nor shall it extend or toll the terms of the lease.

#### LATE FEE AND ALLOCATION OF PAYMENTS

In the event that any rent payment required to be paid by Tenant(s) hereunder is not paid IN FULL by the start of the eleventh (11<sup>th</sup>) DAY OF EACH MONTH, Tenant(s) shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial late fee as additional rent in the amount of \$75.

All future payments will be allocated first to any outstanding balances other than rent. Any remaining monies will be allocated lastly to any rent balance.

#### ADDITIONAL RENT - UTILITY CHARGES. ETC.

Tenant agrees to pay all applicable charges assessed to the Leasehold Realty for electric utility services, natural gas, garbage and waste removal, and water and sewer.

#### ADDITIONAL RENT - LIABILITY INSURANCE

Tenant shall indemnify and hold Landlord and the City of Charlevoix harmless from any liability for damages to any person or property in, on or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, or invitees, and Tenant agrees that it will at all times during the term hereof, carry maintain as additional rent hereunder, a general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the Leasehold Realty, or in, on or about the streets, sidewalks, or premises adjacent to the Leasehold

Realty for the mutual benefit of Landlord and Tenant, naming Landlord and Tenant as insured parties.. Such insurance shall afford protection to the limit of not less than \$1,000,000 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies. The City of Charlevoix will also be listed as Additional Insured.

In case any action or proceeding shall be commenced against Landlord and/or the City growing out of any such loss, cost, damage or expense, Landlord and/or the City may give written notice of same to Tenant and thereafter Tenant shall assume and discharge all obligations to defend such action or proceeding, and save and keep the Landlord harmless from all expenses, counsel fees, costs, liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith. All policies and insurance shall be written with reputable companies, satisfactory to landlord, authorized to do business in the State of Michigan. Such policies shall be delivered to the Landlord endorsed "Premium Paid" by the company or agency issuing the same or accompanied by other evidence satisfactory to the Landlord that the premiums thereon have been paid, not less than thirty (30) days prior to the expiration of any then current policy.

#### ADDITIONAL RENT - MAINTENANCE AND REPAIRS

Tenant covenants and agrees that the Tenant shall, through the term of this Agreement, at Tenant's sole cost and expense, take good care of the Leasehold Realty, including the buildings and improvements now or at any time erected thereon, all the equipment, mechanical systems, fixtures, motors, and machinery thereof, and keep the same in good order and condition, and shall promptly at Tenant's own cost and expense make all necessary repairs to the same. When used in this Paragraph the term "repairs" shall include replacements or renewals when necessary, including but not limited to replacement of plate glass windows and doors and all such repairs made by Tenant shall be equal in quality and class to the original work. Landlord shall have no obligation for any repairs. Tenant shall not make any repairs or improvements to the exterior or interior of the building unless tenant, with approval from landlord, makes any changes which then he would be responsible for.

The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt, ashes, snow and ice removed and the sidewalks cleaned in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes, dirt, snow and ice or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided for in this lease in the event of Tenant's failure to pay.

All payments of rent or other sums to be made to the Landlord shall be made to 210 State Street Charlevoix, MI 49720, or at such place as the landlord shall designate in writing from time to time.

The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

Tenant shall be responsible for cleaning the public restrooms associated with the Leasehold Realty. Landlord has given tenant a reduced rental rate in exchange for Tenant's agreement to keep the restrooms in clean and presentable condition. If Landlord determines that Tenant is not keeping the restrooms in clean and presentable condition, Landlord retains the right to hire a professional cleaning company to keep the restrooms in clean and presentable condition. Landlord shall notify Tenant of its decision to relieve Tenant of its restroom cleaning obligation and decision to hire a professional cleaning company in writing. Tenant shall pay the cost of the professional cleaning company as additional rent.

#### ADDITIONAL RENT - PROPERTY TAXES

Tenant shall be responsible for payment of all real and personal property taxes assessed due to the rental of the Leasehold Realty to Tenant. Landlord shall provide Tenant with a copy of all tax obligations and assessment documents received from any relevant taxing jurisdiction. If Tenant fails to timely pay any tax obligation Landlord retains the right to 1) pay said tax obligation and add it, along with any related costs and fees, to Tenant's monthly rental obligation; or 2) declare this Lease in Default and pursue any available remedy for such Default.

#### ASSIGNMENT

The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the landlord the right to terminate this lease and to re-enter and repossess the leased premises.

#### BANKRUPTCY AND INSOLVENCY

The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in event this lease may be cancelled at the option of the Landlord.

#### RIGHT TO MORTGAGE

The landlord reserves the right to subject and subordinate this lease at all the times to the lien of any mortgage or mortgages now or hereafter placed upon the landlord's interest in the said premises and on the land and building of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-

in-fact of the Tenant to execute and deliver any such instruments or instruments for and in the name of the Tenant.

#### USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a food and beverage establishment for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

#### DAMAGE AND DESTRUCTION

It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord may, at its option, repair and restore the same to good rentable condition with reasonable dispatch. In that event, the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises \_ shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, provided further that in case the leased premises, or building of which they are a part shall be destroyed to the extent of more than one-half of the value hereof, the landlord may at his option terminate this lease forthwith by written notice to the Tenant.

If Landlord chooses not to repair or replace the premises, this Lease shall terminate and Tenant shall be entitled to refund of the pro-rated share of any rent already paid to Landlord.

#### REPAIRS AND ALTERATIONS

The tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The tenant shall not make any alteration, additions or improvements to said premises, other than those provided on page 1, without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury, including but not limited to any floor covering which may be installed by Tenant.

The Tenant covenants and agrees that if the demised premises consist of only a part of the structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of the parts of the Landlord's building. Tenant agrees that at the end of the lease period landlord can request at its discretion to have tenant restore the units to original condition.

#### EMINENT DOMAIN

If leased property, or any part thereof, is taken by eminent domain, this Lease shall expire on the date when the leased property shall be so taken and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.

#### RESERVATION

The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

#### CARE OF PREMISES

The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

#### LIABILITY

The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking water, gas, sewer or steam pipes. However, Landlord will cause the hazard insurance policy to cover any such damage to the real property and Tenant will be responsible for providing insurance to cover any such damage to its contents.

#### CONDITION OF PREMISES AT TIME OF LEASE

Tenant acknowledges that it has examined the Leasehold Realty prior to making of this Agreement, that it knows the condition thereof and acknowledges that no representations as to the condition or state of repairs thereof have been made by Landlord or its agents, which are not herein expressed, and the Tenant hereby accepts the Leasehold Realty in its present "as is" condition at the date of execution of this Agreement.

## RE-RENTING

The Tenant hereby agrees that for a period commencing 180 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

## HOLDING OVER

It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. The monthly rent in this case shall be in the amount of 120% of the preceding terms monthly rate per month.

## MECHANICS LIENS

The Tenant shall not suffer or permit any mechanics liens to be filed against the Real Estate or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Real Estate or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Real Estate, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or by such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of twelve percent (12%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

## ADVERTISING DISPLAY

It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the landlord shall control the character and size thereof, and that no sign shall be displayed except in such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by Landlord.

## WASTE

The Tenant covenants not to do or suffer any waste or damage, disfigurements or injury to any building or improvements now or hereafter located on the Leasehold Realty, or the fixtures and equipment thereof, or permit or suffer any overloading or the floors thereof.

#### ACCESS TO PREMISES

The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 12% per annum, and if he shall make default in such payment the Landlord shall have remedies provided in the paragraph regarding Default and Remedies.

Landlord shall have reasonable access to basement through Tenant's premises during usual and customary business hours, and at all times in cases of emergencies. Landlord shall have no liability to Tenant as to use of such access to basement for any reason.

#### RE-ENTRY

In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

#### EXPENSES - DAMAGES RE-ENTRY

In the event that the Landlord shall, during the period covered by this lease, obtain possession of Said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

#### QUIET ENJOYMENT

The Landlord covenants that the said Tenant on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

#### WAIVER

One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

#### DEFAULT

The occurrence of the following events shall constitute default by Tenant under the terms of this Agreement: (a) If Tenant shall fail to fully pay any rent to the Landlord when the same is due and payable under the terms of this Agreement, (b) If Tenant shall fail to fully perform any of the other duties and obligations imposed upon Tenant by this Agreement, (c) If a petition in bankruptcy shall be filed, (d) If a general assignment for the benefit of Tenant's creditors is made, (e) If there should be filed any action, suit to proceeding by or against Tenant seeking the appointment of a receiver of any property of Tenant in or upon the Leasehold Realty, (f) If the interest of the Tenant in the Leasehold Realty shall be sold under execution of other legal process.

## REMEDIES

In the event Tenant is in default under the terms of this Agreement, as defined above, the Landlord, in addition to its other remedies provided in this Agreement or permitted by law, shall have the following specific rights and remedies:

- a. Landlord may immediately terminate this Agreement and hold Tenant liable for any balance of rent reserved hereunder for the rest of the term which may remain unsatisfied or unpaid. Should Landlord at any time terminate this Agreement for any default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leasehold Realty and reasonable attorney fees incidental thereto.
- b. Landlord shall have the immediate right of re-entry should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Agreement without waiving its right to damages, or from time to time, without terminating this Agreement, relet the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deems advisable. The avails of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and attorney fees suffered in recovering and reletting the Leasehold Realty; second, to the payment of any reasonable costs of such reletting, including the cost of any brokerage fees and reasonable alterations and repairs to the Leasehold Realty; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rents as the same become due and payable hereunder.

If such rent is received from such reletting during any month is less than that to be paid during that month by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leasehold Realty by Landlord shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to Tenant, or unless termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Agreement for such previous breach.

- c. If Tenant shall be in default of this Agreement, any property or equipment or sign, interior or exterior, that Tenant leaves on the Leasehold Realty after vacating the same shall be deemed to have been abandoned, and may either be retained by Landlord as the property of Landlord, or may be disposed of at public or private sale as Landlord sees fit. The proceeds from the sale of any property of Tenant sold at public or private sale or the then current market value of such property as may be retained by Landlord shall be applied by the Landlord against (1) the expenses of Landlord for removal, storage or sale of the personal property, (2) the arrears of rent or future rent payable under this Agreement and (3) any other damages to which Landlord may be entitled hereunder. The balance of such amounts, if any, shall be given by Tenant.

Landlord shall have the option to treat as abandoned and retain all personal property or movable trade fixtures belonging to Tenant that Tenant fails to remove by the ending date of the term of this Agreement as specified herein, or Landlord may remove such items from the Leasehold Realty and store such property at the expense of Tenant.

- d. Landlord shall have the right on default of Tenant, to collect all rent due from Tenant for the balance of the term of this Agreement.
- e. All rights and remedies of the Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to injunctive relief.

#### ESTOPPEL CERTIFICATE

The Tenant agrees at any time and from time to time upon not less than thirty (30) days prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Agreement is unmodified and in full force and effect, provided that the same is true (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), and the dates to which the Basic Rent and the other charges have been paid in advance, if any.

#### DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

The term "Landlord" as used in this Agreement, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leasehold Realty, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and in case of any subsequent transfer or conveyances then the grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all personal liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Agreement thereafter to be performed. However, any funds in the hands of such Landlord or the then grantor at the time of such transfer in which Tenant has an interest, shall be turned over to the grantee and any amount due and payable to the Tenant by the Landlord or the then grantor under any provisions of this Agreement, shall be paid to the Tenant, it being intended hereby that the covenants and obligations contained in this

## CONTINGENCIES

This lease is contingent upon the Long Road Distillers LLC ability to receive a liquor license from the Michigan Liquor Control Commission. However, Long Road Distillers 's will be responsible for paying monthly rent starting on June 1, 2020 and additional costs until an official decision is made by the proper authorities.

## SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

## NOTICES

Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord where the Tenant or Landlord is more than one person.

It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they" and the word "his" synonymous with the words "her", "its" and "their".

The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

 X 3/13/20  
Maureen Owens Date  
Chair, Charlevoix DDA Board

X 

Jon O'Connor  
Owner, Long Road Distillers LLC

X 3/13/20

Date

X 

Kyle Van Strien  
Owner, Long Road Distillers LLC

X 3/13/2020

Date

Exhibit A

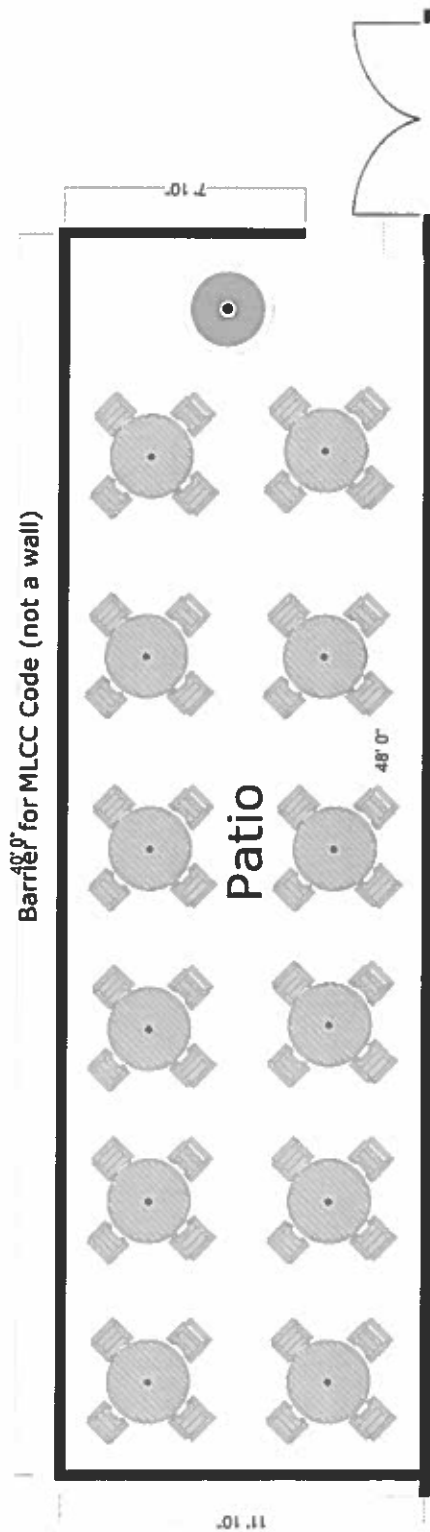
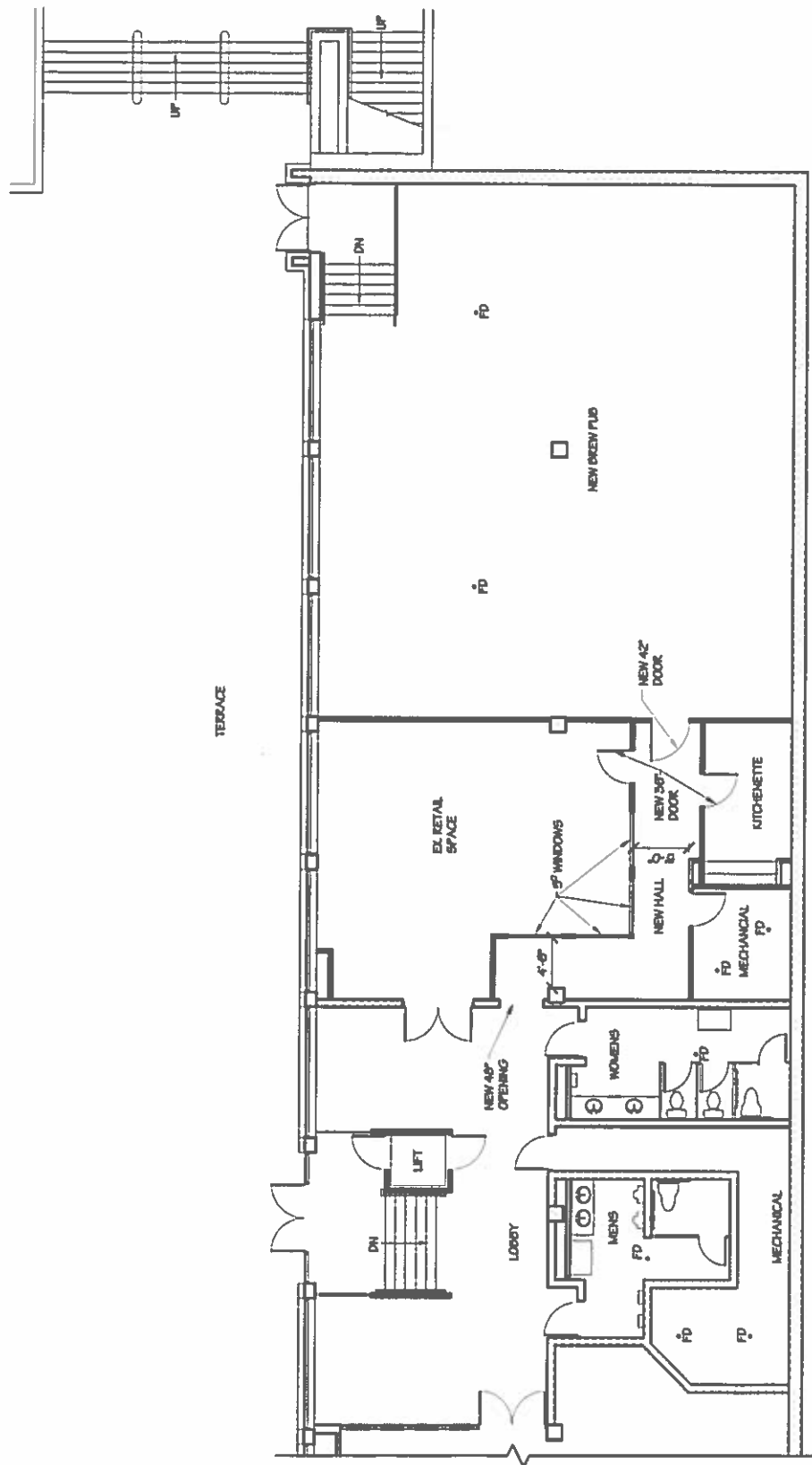


Exhibit B



FLOOR PLAN  
SCALE: 1/8" = 1'-0"

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

**New Business**

**TITLE:** Election of Officers

**DATE:** April 27, 2020

**BACKGROUND:**

It is time to elect officers. From the Main Street DDA Bylaws, below describes the duties of Chair and Vice Chair.

SECTION 1. - OFFICERS: The officers of the Authority shall be a Chair, and a Vice Chair.

SECTION 2. - TERM OF OFFICE: Officers shall be appointed for a term of one year at the annual meeting and shall remain in office until the next annual meeting.

SECTION 3. - REMOVAL OF OFFICERS: An officer may be removed by the Board whenever, in its judgment, the best interests of the Authority would be served.

SECTION 4. - FILLING OF VACANCIES: An officer vacancy may be filled by the Board for the unexpired portion of the term.

SECTION 5. - CHAIR: The Chair shall preside at all meetings of the Board and shall discharge the duties of a presiding officer. The Chair shall preserve decorum and decide all questions of order and the interpretation of these rules.

SECTION 6. - VICE CHAIR: In the absence of a Chair or in the event of his inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so acting shall have all the powers and be subject to all the restrictions of the Chair.

**RECOMMENDATION:**

Motion to nominate \_\_\_\_\_ for Vice Chair to a one year term ending in April of 2021.

Motion to nominate/elect \_\_\_\_\_ for Chair to a one year term ending in April of 2021.