



AGENDA
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET MEETING
Monday, July 27, 2020- 5:30 PM
Council Chambers, City Hall

1. Call to Order

- A. Zoom Access Information

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. Monthly Report
- B. Committee Minutes
- C. Americorps VISTA Memorandum of Understanding
- D. Match on Main Grant Agreement with MEDC
- E. Minutes

6. Old Business

- A. Long Road Distillers Lease Discussion
Richard Christner, Co-Chair
- B. Budget Update/Status re: changes related to Covid-19
Lindsey Dotson, Executive Director

7. New Business

- A. Sponsorship/Funding Requests
Lindsey Dotson, Executive Director
- B. Downtown Charlevoix Covid-19 Support Fund Grant Applications
Lindsey Dotson, Executive Director
- C. Holiday Lighting/Tree Lights Update

Lindsey Dotson, Executive Director

8. Reports

- A. The Vault Co-Working Space Update
Lindsey Dotson, Executive Director
- B. Director's Report
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

Call to Order

TITLE: Zoom Access Information

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

The meeting will be held in-person in Council Chambers. Those wishing to also participate remotely may use the Zoom instructions below:

Join Zoom Meeting

<https://zoom.us/j/96884689663?pwd=dXJHY2Mxa2tZbUNjR2FNN2dXZ3hVdz09>

Meeting ID: 968 8468 9663

Passcode: 213309

One tap mobile

+16465588656,,96884689663#,,,,,0#,,213309# US (New York)

+13017158592,,96884689663#,,,,,0#,,213309# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 968 8468 9663

Passcode: 213309

Find your local number: <https://zoom.us/u/adBPGS2DEo>

Special accommodations can be made for people with disabilities upon request by contacting the City Clerk at (231) 547-3250.

Persons wishing to make a comment may use the raise hand feature and those who have dialed in may wait and the Mayor will call on you to give you a chance to speak. There is no obligation to speak but the opportunity is accorded to you. The Michigan Attorney General has issued a reminder of the criminality of those who attempt to use virtual public meetings to air lewd comments and images.

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Consent Agenda

TITLE: Monthly Report

DATE: July 27, 2020

ATTACHMENTS:

- ▣ June 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-0000114744
 Account City of Charlevoix
 Reporting Period Start 6/1/2020
 Submitter's Name Lindsey Dotson

Status Submitted
 Name Jada Tillison-Love
 Reporting Period End 6/30/2020
 Due Date 7/10/2020

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

Business Name	Address	Type of Business	FTE Jobs Added	Part-time Jobs Added
Bentley Hill Bakehouse	113 Antrim Street	Eating & Drinking	1.0	1.0

Businesses Closed in MSA

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

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

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

Business Name	Address	Type of Business	Type of Contracted	FTE Jobs Lost	Part-time Jobs Lost
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Housing**New & Rehab Housing in MSA**

Type	# of Units	Address	Rent or Purchase Amount	Monthly Rent or Purchase Price
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Investment**Facade & Exterior Renovation in MSA: (exterior work only - painting, facade cleaning, signs, windows and awnings)**

Business Name	Address	Project Description	Private Investment	Public Investment	Source of Public Fund
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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
n/a	230 Bridge Street	\$300,000.00	\$0.00	

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

Volunteer

Total Board Volunteer Hours	Total Volunteer Cost	Total Project (Non Event) Volunteer Hours
31.00	\$0.00	87.00

Training Sessions Attended

Event Title	Who Attended	Date	Topic
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Fundraising/Membership Last Month

Type	Amount
Private	11100.00
Earned	1093.08
Private	5000.00
Private	4790.30

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	300	100	\$2,000.00	\$250.00

Other new/Comments

Board Member Changes: Position Names Leaving and Names Arriving

Position	Name Leaving	Email	Name Arriving	Email
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Other News or Commentary

We are already reporting for the Summer Concerts because Council voted to cancel all public events in public spaces through Labor Day. We have one concert though! We are lucky to have been awarded a CEDAM Fellow and he's been working hard on getting us RRC Certified and making a lot of progress. Our AmeriCorps VISTA member has decided to renew her term so will be with us for another year.

Program & Outlook

We've had a chance to review our budget a bit and despite being a bit behind where we thought we would be, it's still not too bad given the circumstances. We've launched our application for the Covid-19 business assistance grant and the deadline is July 15. We have about \$20,000 that was raised via Patronicity.

Suggestions for State and National Staff

Thanks for the continued moral support of all directors across the country. We need it and you've been so helpful.

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_2020_6_22_Meeting(241).pdf	7/9/2020 4:40 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: July 27, 2020

ATTACHMENTS:

- ▣ Organization & Promotion Committee



Promotions/Organization Committee
Thursday, July 16, 2020
8:00 a.m.; Online – Zoom Meeting
Meeting Minutes

8:00am I. Call to Order

Present: Jean Musilek, Caitlin Cole, Katherine Forrester, Nancy Suzor

8:01am II. Approval of Minutes: June 15, 2020

8:03am III. Ongoing Business:

A. Events & Projects – Updates, Needs

1. Cooperative Ad Campaign (Lindsey)
2. Summer Concert Series – Cancelled
Lindsey would like to take the DDA's event sponsorship contribution to help market restaurant week and gift local. This additional promotion could help market these events more.
3. Gift Local – additional promotion?
4. Restaurant Week – additional promotion?
The committee discussed restaurant week.

B. Organization

1. Newsletter
 - i. July deadline?
The newsletter has been placed on hold. Caitlin will take over the newsletter to help with Main Street communication.
2. Volunteer Engagement – Jayne (AmeriCorps VISTA is officially staying for another year and will be working on this!)
Jayne will still be stationed at the Vault. She will be the volunteer coordinator.
3. Schedule a Maestro Training for Volunteers via Zoom
At some point this year, Lindsey will schedule a Zoom training.
4. Revive Pledge Program

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- i. “Light up Charlevoix” – pledge funds for 5 years to help maintain the tree lights (looking at about \$40,000 over the next 4 years to replace/maintain them)
Lindsey met with the company that does the downtown lights. She noted that to maintain and replace the lights will be very expensive. Lindsey thought this pledge would be compelling.

8:35am IV. New Business

A. New legislation allowing for Social Districts

Lindsey discussed this new piece of legislation. There must be a designated area that is well marked for the sale of alcohol. Lindsey discussed the entire process.

8:50am V. Volunteer Hours

9:00am VII. Adjournment

Next meeting: August 20, 2020

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Consent Agenda

TITLE: AmericCorps VISTA Memorandum of Understanding

DATE: July 27, 2020

ATTACHMENTS:

▣ MOU - VISTA

CEDAM's AmeriCorps VISTA Program Memorandum of Understanding

This agreement is entered into between the Community Economic Development Association of Michigan (CEDAM) and the host site requesting AmeriCorps resources. The following roles and responsibilities are required by each organization in order to participate in the AmeriCorps program per the policies and procedures set forth by the Corporation for National and Community Service, the funding agency for CEDAM's AmeriCorps VISTA program:

This Memorandum of Understanding (MOU) establishes a collaborative partnership between CEDAM and the host site organization from the date of signing through August 31, 2021.

The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and CEDAM which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

1. The Community Economic Development Association of Michigan will:
 - a. Serve as the fiscal agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to host site organizations and VISTA members in support of grant implementation and be the liaison between host sites, VISTA members and CNCS.
 - b. Comply with the provisions of the Memorandum of Agreement between CNCS and CEDAM.
 - c. Assign VISTA placement(s) to the host site for the duration of this Memorandum of Understanding, subject to the availability of funding and recruitment/training deadlines set forth by CNCS.
 - d. Assist the host site with the development of and provide final approval for all VISTA Assignment Description(s) (VADs) prior to beginning VISTA member recruitment.
 - e. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates as agreed upon at host site supervisor orientation.
 - f. Assist with candidate recruitment and selection and request CNCS final approval for all VISTA candidates. Final candidates are subject to review and selection by CNCS.
 - g. Reimburse VISTA members for travel to four required program trainings during the service term.
 - h. Facilitate program-specific member orientation. Orientation will cover general skills needed to successfully complete a VISTA term such as volunteer management, fundraising, and leadership development in addition to programmatic policies and procedures.
 - i. Report any VISTA member disciplinary action to CNCS and resolve them in accordance with rules governing the grant.
 - j. Report any host site noncompliance directly to CNCS and resolve it in accordance with rules governing the grant.
2. The host site will:
 - a. Provide an on-site site supervisor provide day-to-day supervision of the activities of the VISTA member(s).

- b. Recruit, screen and screen VISTA candidates, submitting at least three candidates for final interviews by July 6, 2020.
- c. Submit a VISTA Assignment Description for approval prior to beginning VISTA member recruitment.
- d. Provide the VISTA member(s) individualized host site orientation and training at the beginning of their term of service.
- e. Use the approved VISTA Assignment Description as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- f. Ensure that VISTA members dedicate a minimum of 37.5 hours per week to their approved VISTA Assignment Descriptions to address the community needs identified in the approved Host site Application.
- g. Use their existing organizational policies and procedures to account for VISTA member schedule and hours served.
- h. Ensure that the VISTA member completes and submits timesheets by the deadlines listed in the supervisor handbook.
- i. Schedule weekly meetings with the VISTA member(s) to discuss progress on their VISTA Assignment Description and other goals.
- j. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform their assigned duties (when applicable).
- k. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the host site's existing policies and procedures.
- l. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits and conference calls.
- m. Allow the VISTA member to participate in National Days of Service activities as required by the program.
- n. Allow the VISTA member to teleserve until all federal, state, and local guidelines deem it safe to return to a standard office environment.
- o. Document any performance or behavior issues and immediately report them to CEDAM.
- p. Inform CEDAM of any changes in status of the VISTA and other concerns related to the VISTA Project.

3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the host site nor the CEDAM shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as VISTA members are not related by blood or marriage to host site staff, CEDAM staff, or members of CEDAM's or the host site's boards of directors or responsible program staff at CNCS.
- c. Understand that neither CEDAM nor the host site has the discretion or authority to dismiss or separate a VISTA member from service. CNCS is the sole authority that can terminate a VISTA member's term of service. This is necessary to provide VISTA members due process.

4. Non-Discrimination & Sexual Harassment Policy

No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status or military service.

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, CEDAM and the host site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- a. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether CEDAM or the host site, their agents or supervisory employees should have known of the acts.
- b. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- c. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where CEDAM or host site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

5. Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and expansion of the capacity of the low income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan.

The host site agrees that no VISTA member assigned under this MOU shall participate in:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization or any other religious activity as an official part of their duties.

The host site further agrees not to:

- a. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls.
- b. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors or impairing existing contracts for services.
- c. Assign VISTA members to activities that promote the Census.
- d. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in or otherwise siding or assisting in any demonstrations whatsoever.
- e. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

6. Modifications

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of CEDAM and host site.

7. Termination

- a. CEDAM will use the above provisions to determine continued eligibility of the host site organization. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, CEDAM will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Understanding CEDAM and CNCS will result in the termination of all provisions of this Memorandum of Understanding.

8. Host Site Fee Amount

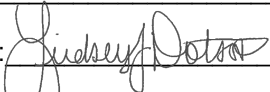
- a. In order host an AmeriCorps member through CEDAM's AmeriCorps VISTA program, host sites must agree to pay a host site fee amount of \$6,000 per member. The full amount is due to CEDAM by July 6, 2020.
 - i. If payment is not received by July 6, 2020 the host site forfeits its AmeriCorps VISTA slot.
 - ii. If a host site is unable to find a suitable VISTA member by December 31, 2020, the host site fee will be returned, less \$500.
 - iii. If a VISTA member is recruited but leaves their position early, host site fee will not be refunded, regardless of the amount of time the member has served.
- b. If the host site is found to be noncompliant with CEDAM and/or CNCS regulations, CEDAM reserves the right to transfer the VISTA member to another eligible host site without a refund of the host site fee.

Authorization

I have read the 2020-2021 CEDAM's AmeriCorps program host site agreement. I understand the duties and responsibilities of the host site and agree to the terms set forth in this document. I agree to comply with all the AmeriCorps policies and procedures, and I understand the financial consequences if I fail to do so.

Host site organization: Charlevoix Main Street DDA

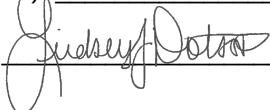
Site supervisor (printed): Lindsey J. Dotson

Site supervisor (signature): 

Site supervisor title: Executive Director

Date: June 26, 2020

Host site executive director name (printed): Lindsey J. Dotson

Host site executive director (signature): 

Date: June 26, 2020

CEDAM executive director name: Luke Forrest

CEDAM executive director (signature): _____

The host site agreement must be signed and returned to CEDAM by July 6, 2020.

A copy of the executed agreement will be returned by CEDAM to the host site within 30 days of receipt.

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

Consent Agenda

TITLE: Match on Main Grant Agreement with MEDC

DATE: July 27, 2020

ATTACHMENTS:

- ▣ MoM Grant Agreement

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
MATCH ON MAIN COVID-19 RESPONSE PROGRAM
GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of June 30, 2020 (the "Effective Date"), is between the Michigan Economic Development Corporation (the "MEDC"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and Charlevoix Main Street DDA, a local economic development organization, (the "Grantee"), whose address and principal office is 210 State Street, Charlevoix, Michigan 49720. 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 Covid-19 Response Program ("MoM Covid-19 Program") is to provide MEDC funding to certain community development organizations across the State to deliver and administer grants to certain place-based small businesses which have been affected as a result of the COVID-19 crisis.

B. The Grantee submitted an application to the MEDC, dated May 29, 2020, for funds under the MoM Covid-19 Program for an award to support the Eligible Businesses ("Application").

C. The MEDC agrees to award Grantee a grant in the amount of up to Fifty Thousand Dollars (\$50,000) to be disbursed by Grantee under the terms of this Agreement (the "Grant").

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

GRANT

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

Execution Copy

Suzanne Perreault ("Grant Manager")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
perreaults@michigan.org

Section 2.3 Grant Disbursement Request. Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of up to the full amount of the Grant shall be made to the Grantee in one disbursement, as soon as institutionally possible for the MEDC, after completion of the following requirements to the satisfaction of the Grant Manager:

(a) Grantee has completed registration to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website, and Grantee affirms it is using the City of Charlevoix registration and account to receive and process the Grant in accordance with this Agreement; and

(b) Grantee has submitted to the Grant Manager a fully completed and signed Grant Disbursement Request and Compliance Certificate, in the form and substance set forth on Exhibit B, no later than July 31, 2020, which shall include the submission of the Local Business Worksheet for each Eligible Business, in the form and substance attached as Exhibit B-1.

Section 2.4 Grantee Sub-Grant Duties. In addition to all other obligations under this Agreement, the Grantee agrees to undertake, perform, and complete all the following services:

(a) Grantee shall enter into written grant agreements with each Eligible Business to effectuate redistribution of all Grant funds received by Grantee to each Eligible Business (individually, a "Sub-Grant" and collectively, the "Sub-Grants") to provide working capital for the Eligible Business's payroll expenses, rent, mortgage payments, utility expenses, COVID-19 relief or recovery expenses, or other similar expenses that occur in the ordinary course of the Eligible Business ("Eligible Expenses")

(b) Each Sub-Grant agreement must meet all the following qualifications:

(i) funding to each respective Eligible Business shall be in the applicable amount listed on Exhibit A for the particular Eligible Business;

(ii) be executed with and to the benefit of an Eligible Business;

(iii) contain a provision requiring the recipient Eligible Business to cooperate with the Grantee and provide information necessary for the Grantee to provide the Reporting Spreadsheet to the MEDC as defined and more fully described in Section 2.4(d) and in form and substance attached as Exhibit C ("Reporting Spreadsheet") and

(iv) contain provisions requiring the Sub-Grant funds to only be used for Eligible Expenses.

(c) Grantee shall administer the Sub-Grants to ensure efficient and responsible distribution of Grant funding to Eligible Businesses and shall endeavor to redistribute the Grant funds as soon as institutionally possible for the Grantee, and in any event, all Grant funds shall be redistributed by the Grantee to each Eligible Business no later than August 31, 2020.

(d) The Grantee shall endeavor to submit to the Grant Manager a completed spreadsheet with a detailed list of each Eligible Business that received a Sub-Grant, and the corresponding amount of each respective Sub-Grant, and all of the other information more fully described on Exhibit C

Execution Copy

("Reporting Spreadsheet") within sixty days (60) of Grantee's issuance of its last Sub-Grant, and in any event, such Reporting Spreadsheet shall be submitted to the Grant Manager no later than December 31, 2020.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MEDC:

Section 3.1 Organization. The Grantee is a duly organized and has the power and authority to enter into and perform its obligations under this Agreement.

Section 3.2 Grantee 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 further consent under any of the Grantee's organizational and governing documents; or 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. None of this Agreement, the Application, the Grant Disbursement Request and Compliance Certificate, or any written statements, the Reporting Spreadsheet or other reports, or any Certificate furnished or to be furnished by the Grantee to the MEDC in connection with the Grant or this Agreement contain, or shall contain, any untrue statement of material fact, or to the best of the Grantee's knowledge, omit or shall omit any material 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 reasonably 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 Compliance with Laws. To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject.

Section 3.8 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

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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. Eligible Businesses. Grantee affirms that each Eligible Business meets all the following criteria:

- (a) is physically located within the community the Grantee serves;
- (b) is located within a traditional downtown or historic neighborhood commercial district, or area planned and zoned for concentrated commercial development;
- (c) sell products and/or services face to face;
- (d) is operating as a for-profit business;
- (e) has 25 or less employees;
- (f) is headquartered in the State;
- (g) has demonstrated to the Grantee that it has been affected by the COVID-19 outbreak;
- (h) has affirmed to the Grantee that it has not received or been approved to receive MSF Small Business Relief Program funding;
- (i) has affirmed to the Grantee that it has not received or been approved to receive an MEDC Match on Main grant since May 1, 2018;
- (j) is not a franchise business;
- (k) is not located in a strip mall;
- (l) is not a big-box retail business or otherwise operating as part of a chain of business establishments;
- (m) is not a marijuana or marijuana related business.

Section 3.10. Other Grantee Covenants.

(a) **Reporting.** In addition to the reporting to the MEDC as described on Exhibit C, and any other reporting required of the Grantee under any other agreement with the MEDC or the Michigan Strategic Fund, the Grantee shall provide such other reports and information reasonably requested by Grant Manager from time to time.

(b) **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

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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.

(c) **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.

Section 3.11 Unused Funds. Any Grant funds in the possession or control of the Grantee that are not committed in a fully executed Sub-Grant agreement by the earlier of (i) termination of this Agreement by the MEDC in the Event of Default, or (ii) August 31, 2020, must be then immediately thereafter remitted back to the MEDC. This Section shall survive the end of the Term indefinitely.

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

DEFAULT, SUSPENSION AND TERMINATION, AND REPAYMENT PROVISIONS

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

(a) any representation made by the Grantee in connection with the Grant or this Agreement was incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, a Grant Disbursement Request and Compliance Certificate, a report, or the representations and covenants set forth in Article III;

(b) 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 to comply with 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;

(c) 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

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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 Labor and Economic Opportunity, or the Michigan Strategic Fund, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;

(d) or 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.

(a) **Event of Default.** If this Agreement is terminated 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 an Eligible Business under 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 Eligible Business, 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.

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

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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, the MSF, or 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 each Eligible Business also cooperate, to promote the MEDC through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Eligible Business location, or other locations, acceptable to the Parties.

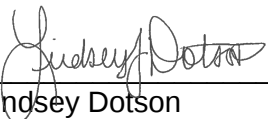
Section 6.12 Site Visit. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC, and request that each Eligible Business also cooperate, to permit the Grant Manager or such other MEDC representative to visit the Eligible Business location and/or view the results of the Eligible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

(signature page follows)

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

CHARLEVOIX MAIN STREET DDA



Lindsey Dotson
Executive Director

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

DocuSigned by:



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Christin Armstrong
Secretary

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EXHIBIT A**DEFINED TERMS**

(a) **“Agreement”** has the meaning set forth in the preamble, including the Exhibits to this Agreement.

(b) **“Application”** has the meaning set forth in Recital B.

(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) **“Certificate”** has the meaning set forth on Exhibit B.

(e) **“Default”** means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

(e) **“Effective Date”** has the meaning set forth in the preamble.

(f) **“Eligible Business”** means each of the following businesses:

	Name of the business	Physical address of the business	Amount of Sub-Grant funding to the business
1	Bentley Hill Bakehouse	113 Antrim Street, Charlevoix, MI 49720	\$5,000
2	Ga Ga for kids	323 Bridge, Charlevoix, MI 49720	\$5,000
3	Graffitiies	329 Bridge, Charlevoix, MI 49720	\$5,000
4	The Taffy Barrel	211 Bridge, Charlevoix, MI 49720	\$5,000
5	Grey	101 Bridge, Charlevoix, MI 49720	\$5,000
6	Thistle	327 Bridge, Charlevoix, MI 49720	\$5,000
7	True North Interior Design & Antiques	108 Van Pelt, Charlevoix, MI 49720	\$5,000
8	Hotel Earl	120 Michigan, Charlevoix, MI 49720	\$5,000
9	Elements Gallery	211 Bridge Street, Charlevoix, MI 49720	\$5,000
10	The Lake House	403 Bridge, Charlevoix, MI 49720	\$5,000

(g) **“Eligible Expenses”** has the meaning set forth in Section 2.4(a).

(h) **“Event of Default”** means any one or more of those events described in Section 5.1.

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- (i) **"Exhibit"** means each of the documents or instruments attached to this Agreement.
- (j) **"Grant"** has the meaning set forth in Recital C.
- (k) **"Grant Disbursement Request and Compliance Certificate"** means the written request from the Grantee, in the form and substance as set forth on Exhibit B hereto.
- (l) **"Grantee"** has the meaning set forth in the preamble.
- (m) **"Grant Manager"** has the meaning set forth in Section 2.2.
- (n) **"Indemnified Persons"** has the meaning set forth in Section 3.10(b).
- (o) **"Local Business Worksheet"** means the worksheet to be submitted by the Grantee for each Eligible Business, in the form and substance as set forth on Exhibit B-1 hereto and as more particularly described in Section 2.3(b), at the time of Grantee's submission of the Grant Disbursement and Compliance Certificate.
- (p) **"MEDC"** has the meaning set forth in the preamble.
- (q) **"MoM COVID-19 Program"** has the meaning set forth in Recital A.
- (r) **"MSF"** means the Michigan Strategic Fund, a public body corporate and politic within the Department of Labor and Economic Opportunity of the State.
- (s) **"Party"** or **"Parties"** has the meaning set forth in the preamble.
- (t) **"Reporting Spreadsheet"** has the meaning set forth in Section 2.4(d).
- (u) **"State"** means the State of Michigan.
- (v) **"Sub-Grant(s)"** has the meaning set forth in Section 2.4(a).
- (w) **"Term of the Grant"** or **"Term"** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through January 31, 2021.

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EXHIBIT B

GRANT DISBURSEMENT REQUEST AND COMPLIANCE CERTIFICATE

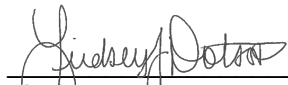
This Grant Disbursement Request and Compliance Certificate ("Certificate") is being delivered pursuant the Match on Main COVID-19 Relief Program Grant Agreement dated as of June 30, 2020, (the "Agreement") by and between the Michigan Economic Development Corporation (the "MEDC"), and Charlevoix Main Street DDA, (the "Grantee"), CASE-303067. Capitalized terms in this Certificate not otherwise defined in this Certificate shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of the Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of signing this Certificate:

- 1) The Grantee affirms that it has the ability to issue Grant funds to each Eligible Business, consistent with the terms and conditions of the Agreement.
- 2) The Grantee has completed registration to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website, and Grantee affirms it is using the City of Charlevoix registration and account to receive and process the Grant in accordance with this Agreement;.
- 3) The Grantee has complied, and is in compliance, with all terms and conditions of the Agreement, and no Default or Event of Default exists.
- 4) Attached is the fully completed Local Business Worksheet for each Eligible Business.
- 5) Grantee hereby requests disbursement of the Grant funds in the amount of \$50,000.

The undersigned has the authority to sign this Certificate on behalf of the Grantee as of June 30, 2020 (Date).

CHARLEVOIX MAIN STREET DDA



Lindsey Dotson
Executive Director

EXHIBIT B-1**FORM OF LOCAL BUSINESS WORKSHEET****Match on Main – COVID-19 Response Program
Local Business Worksheet****INSERT Name of Municipality/DDA/Main Street Organization Here**

Local Business Worksheet			
Point of Contact	First and Last Name:		
	Email:		
	Cell Number:		Office Number:
	Best way to contact you:	☐ Email	☐ Cell Phone ☐ Office Phone
	Business Role:	☐ Owner	☐ Employee ☐ Other: Please describe your role
Business Information	Business Name:		
	Street Address:		City:
	State:		Zip Code:
	Business Type: ☐ Retail ☐ Restaurant ☐ Service ☐ Other		
	Is your business a for-profit entity? ☐ Yes ☐ No		
	Is your business headquartered in Michigan? ☐ Yes ☐ No		
	Does your business have 25 or less employees? ☐ Yes ☐ No		
	How many jobs are going to be retained by your businesses (full and part time)?		
Business Location	Is your business a brick-and-mortar storefront with face to face operations located within your community's INSERT NAME OF LOCAL DISTRICT HERE? ☐ Yes ☐ No		Local District Map: INSERT Link to local district map to help your businesses determine if they are located within your district
Low Moderate Income	<i>Why are we asking? Through the Michigan Economic Development Corporation (MEDC)'s Match on Main-COVID-19 Response Program, preference will be given to applications that include businesses with owners who financially qualify as low-to-moderate income based on federally supplied data.</i> <i>If a business owner does not qualify as low-to-moderate income, applicants may still include the business in their application. The low-to-moderate income qualification is only a preference of the program. A business owner failing to meet the low-to-moderate income threshold for their County does not disqualify the business from inclusion in the application.</i> INSERT LOW TO MODERATE COUNTY DATA APPLICABLE FOR YOUR COUNTY HERE		
	☐ As a business owner, I qualify as low-to-moderate income based on the data above.		
	☐ As a business owner, I do not qualify as low-to-moderate income.		

COVID-19 Related Impacts COVID-19 Related Impacts (Continued)	Has your business realized a significant financial hardship related to COVID-19?	☐ Yes	☐ No
	<i>Please describe the impacts COVID-19 has had on your business below.</i>		
	<i>If your business received funding support from the MEDC's Match On Main – COVID-19 Response Program, how would you use the funds?</i>		
Previous MEDC Grants Loans or			
	<i>Have you received financial support from any of the following Michigan Economic programs?</i>		
	Michigan Small Business Relief Program: The Michigan Small Business Relief Program created by the MSF includes grants and loans administered in conjunction with the regional economic development organizations (EDOs). More information here:	☐ Yes	
		☐ No	
		☐ Unsure	

	here: https://www.michiganbusiness.org/about-medc/covid19/small-business-relief-program/	
	Match on Main Program: Match on Main is a grant program for small businesses located in Select or Master Level Michigan Main Street Communities. More information here: https://www.miplace.org/small-business/resources/	☐ Yes
		☐ No
		☐ Unsure
Local Questions & Considerations	In order to help identify which businesses receive funding locally, INSERT municipality/DDA/Main Street Organization name here would also like small business applicants to answer the following questions.	
	QUESTION 1: INSERT TEXT HERE	
	QUESTION 2: INSERT TEXT HERE	
	QUESTION 3: INSERT TEXT HERE	

INSERT Local Contact Name, Email, Phone Number

EXHIBIT C**FORM OF REPORTING SPREADSHEET**

The Grantee is required to provide the following reporting data to the Grant Manager within sixty days (60) of Grantee's issuance of its last Sub-Grant, and in any event, the Reporting Spreadsheet shall be submitted to the Grant Manager no later than December 31, 2020.

This Reporting Spreadsheet is being delivered pursuant the Match on Main COVID-19 Relief Program Grant Agreement dated as of June 30, 2020, (the "Agreement") by and between the Michigan Economic Development Corporation (the "MEDC"), and Charlevoix Main Street DDA, (the "Grantee"), CASE-303067. Capitalized terms in this Reporting Spreadsheet not otherwise defined in this Reporting Spreadsheet shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of the Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of signing this Reporting Spreadsheet:

Grantee Organization Information						
Grantee Name:					Date Submitted:	
First and Last Name:						
Title:						
Email:						
Phone:						
Total Number of Businesses within Commercial district that Organization Represents (estimate, ok):						
Total Number of Businesses Supported through MOM-COVID19 Response Program:						
What other small business programs have been rolled-out locally to support downtown businesses? (OPTIONAL)						
Businesses Assisted through Match on Main – COVID-19 Response Program						
Please complete the following chart for each Eligible Business that received Sub-Grant funding.						
Name of the Eligible Businesses and Address	Total Sub-Grant funds distributed to the Eligible Business	Date of Disbursement of the Sub-Grant funds to the Eligible Business	What did the Eligible Business report as jobs retained?	What did the Eligible Business report that it used the Sub-Grant dollars for?	What is the estimated recovery of the Eligible Business to pre-Executive Order 2020-9 operations (hours, staffing, revenue, etc.)?	What other support (financial or technical assistance) did the Eligible Business report as being utilized? (OPTIONAL)

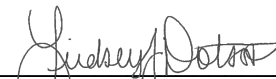
1					☐ Payroll Expenses ☐ Rent / Mortgage ☐ Utility Expenses ☐ Other expenses (please list): 	☐ Operating at normal operations (100%) ☐ 75% ☐ 50% ☐ 25% ☐ Temporarily Closed ☐ Permanently Closed	<i>Technical assistance</i> ☐ SBDC ☐ SCORE ☐ Local experts ☐ Other <i>Financial assistance</i> ☐ PPP ☐ EIDL ☐ Local funds ☐ Additional bank/private financing ☐ Other
2					☐ Payroll Expenses ☐ Rent / Mortgage ☐ Utility Expenses ☐ Other expenses (please list): 	☐ Operating at normal operations (100%) ☐ 75% ☐ 50% ☐ 25% ☐ Temporarily Closed ☐ Permanently Closed	<i>Technical assistance</i> ☐ SBDC ☐ SCORE ☐ Local experts ☐ Other <i>Financial assistance</i> ☐ PPP ☐ EIDL ☐ Local funds ☐ Additional bank/private financing ☐ Other
3					☐ Payroll Expenses ☐ Rent / Mortgage	☐ Operating at normal	<i>Technical assistance</i>

					☐ Utility Expenses ☐ Other expenses (please list): 	operations (100%) ☐ 75% ☐ 50% ☐ 25% ☐ Temporarily Closed ☐ Permanently Closed	☐ SBDC ☐ SCORE ☐ Local experts ☐ Other <i>Financial assistance</i> ☐ PPP ☐ EIDL ☐ Local funds ☐ Additional bank/private financing ☐ Other
4					☐ Payroll Expenses ☐ Rent / Mortgage ☐ Utility Expenses ☐ Other expenses (please list): 	☐ Operating at normal operations (100%) ☐ 75% ☐ 50% ☐ 25% ☐ Temporarily Closed ☐ Permanently Closed	<i>Technical assistance</i> ☐ SBDC ☐ SCORE ☐ Local experts ☐ Other <i>Financial assistance</i> ☐ PPP ☐ EIDL ☐ Local funds ☐ Additional bank/private financing ☐ Other
5					☐ Payroll Expenses ☐ Rent / Mortgage ☐ Utility Expenses ☐ Other expenses (please list):	☐ Operating at normal operations (100%)	<i>Technical assistance</i> ☐ SBDC ☐ SCORE

					☐ 75% ☐ 50% ☐ 25% ☐ Temporarily Closed ☐ Permanently Closed	☐ Local experts ☐ Other <i>Financial assistance</i> ☐ PPP ☐ EIDL ☐ Local funds ☐ Additional bank/private financing ☐ Other
Please add additional lines as needed to capture each Eligible Business.						

The undersigned has the authority to sign this Certificate on behalf of the Grantee as of June 30, 2020 (Date).

CHARLEVOIX MAIN STREET DDA



Lindsey Dotson
Executive Director

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: July 27, 2020

ATTACHMENTS:

- ▣ Regular Meeting - June 22, 2020

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, June 22, 2020 at 5:30 p.m.
Virtual Zoom Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

4. Inquiry Into Potential Conflicts of Interest

5. Consent Agenda

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

Motion by Member Christner, second by Member Bradley to approve the Consent Agenda. Motion passed by unanimous roll call vote.

6. Old Business

A. Long Road Distillers (LRD) Lease Discussion

Member Christner summarized discussions between himself and the lessee trying to ensure that LRD come to town as originally proposed for next year. He stated that he received a proposal which included a base rent with percentage of gross structure. LRD wanted to not pay rent for the remainder of 2020 as they would be unable to open their business this year. Member Bradley suggested that they "nail down some sort of timeline" for liquor license approval because the only way they could operate would require approval from the MLCC. Member Christner stated that right now their proposal was no operations until early summer of 2021. Chair Owens stated that the only expenditure the DDA had was the new door which they would have done anyway.

Member Christner advised that they have an existing lease in place that needs to be taken into consideration; and with the amended lease they were looking at another two years with some options to extend that even longer. Member Bradley stated that he would support an increased rent in future years to make up for the delay until next year.

There were no public comments.

Motion by Member Dipert, second by Member Bradley to allow Member Christner to continue with his negotiations with representatives of Long Road Distillers. Motion passed by unanimous roll call vote.

B. Downtown Charlevoix Recovery Plan

Director Dotson stated that she had put together a report outlining some of their current initiatives and tried to relate that to the COVID-19 recovery. She stated that the Board should discuss if there were any modifications they wanted to make to their programming. She proceeded to review the Plan and outlined each of the Committee's new and ongoing initiatives, and partner initiatives. The Board concurred to have the Director present a synopsis of the changes and the bottom line before the July meeting.

There were no public comments.

7. New Business

A. Live on the Lake – Summer Concerts COVID Preparedness Plan

Sarah Hagen described the plans that the Promotions Committee developed to best mitigate risk for volunteers, staff and performers, and how to encourage social distancing and correct practices by the public enjoying the concerts.

There were no public comments.

Motion by Member Bradley, second by Member Christner to approve the Live on the Lake Summer Concerts COVID Preparedness Plan. Motion passed by unanimous roll call vote.

B. Concerts in Bridge Park

Director Dotson recalled that the Brewery had live entertainment on Thursday nights during the same time as the Live on the Lake series and now they have moved that up to the patio at the Bridge Street Tap Room. The City Manager asked the DDA to weigh in on the possibility of that entertainment spilling out into Bridge Park. Discussion followed regarding alcohol consumption in the park

and the Board wanted to encourage the Tap Room to be responsible for proper signage on no alcohol beyond the patio area, clarification on how the park is being used and proper social distancing.

Sarah Hagen stated that there would be smaller ensembles providing musical entertainment on Tuesday nights along with City Band concerts starting on July 7th.

C. Design Committee Streetscape and Walkability Plan

Director Dotson stated that in keeping with Main Street's overarching goals of health and wellness, and given the stated objective of having a more walkable downtown, the Design Committee discussed ways to accommodate pedestrians, vehicular traffic and parking in the City's most congested area. John Duerr, Design Committee Member, commented that Mayor Kurtz indicated that Council will discuss engaging a consultant to address the streetscape and improving the walkability for pedestrians as well as outdoor dining at their next meeting. Mr. Duerr felt that the Design Committee should be involved with helping to select the consultant and work closely with the consultant to come up with specific proposals. He stated that the agenda memo included some general principles that the Committee felt should be included in the proposal.

Member Dipert stated that he hoped that the Walkability Plan could become more long-term planning to evaluate what changes need to happen in the next 5-20 years. Members expressed their support of being involved in this process and long-term planning.

The item was opened for public comment:

- Dean Martin felt that if there was going to be a study for the future they should incorporate the people that will be using the DDA in the future. This could be the business owners and their successors. He suggested looking at the increasing number of people who are planning on working from home.

D. The Vault Cash Handling Policy

Director Dotson stated that they needed this Policy on file for the auditors. After discussion, the Board determined that a member of the Executive Committee should serve as a back-up to Director Dotson if needed for a cash transaction.

There were no comments from the public.

Motion by Member Christner, second by Member Wilkin to approve the Cash Handling Policy for The Vault Co-Working Space operations with the addendum to add a member of the Executive Committee as needed. Motion passed by unanimous roll call vote.

D. COVID-19 Business Support Grant Guidelines

Member Christner questioned number 3 on the eligibility guidelines related to a business having to identify income loss specifically related to the COVID-19 pandemic and how the business would show that loss. Director Dotson stated that it could be comparing sales from the same time period the previous year. Chair Owens felt that the review process should include that the applications be scored and recommended for approval by the Economic Vitality Committee and then forwarded to the DDA Board for final determination and award.

Member Dipert stated that he was not in favor of the concept and would have rather seen this money spent on marketing to get more people to come to town.

There were no comments from the public.

Motion by Member Bradley, second by Member Wilkin to approve the COVID-19 Business Support Grant Guidelines. Motion passed by a 5 to 1 roll call vote with Member Dipert voting against the motion.

E. DDA Communications to City Council

Member Christner stated he didn't know if the Board wanted to come up with just an informal request to City Council to say "on anything involving the downtown area, can you keep in mind that we would like to be involved in weighing in on those decisions".

There were no comments from the public.

Motion by Member Dipert, second by Member Bradley to formulate a request to City Council that decisions that are being made that directly affect the downtown specifically be vetted with the DDA Board. Motion passed by unanimous roll call vote.

8. Reports

A. Director's Report

Director Dotson summarized several of the items included in the Report.

B. Update on Business/Building Owner Survey Results and Council Action

Director Dotson reviewed the results of the survey and indicated that the vote during the Special Council Meeting was rescinded so the only change to parking at this time is around restaurants that request additional space for outdoor seating.

9. **Public Comments**
10. **Request for Future Agenda Items**
11. **Board Comments**
12. **Adjourn**
Motion by Member Bradley, second by Member Christner to adjourn the regular meeting at 6:50 p.m. Motion passed by unanimous voice vote.

Joyce Golding/fgm

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

Old Business

TITLE: Long Road Distillers Lease Discussion

DATE: July 27, 2020

PRESENTED BY: Richard Christner, Co-Chair

BACKGROUND:

Long Road Distillers (LR) Lease Discussion Update:

With the Governor's extension of the State of Emergency, related to COVID-19, thru August 11 it appears we are still in a window where lease payments would not be due under the existing lease terms.

As mentioned at the June board meeting LR had previously expressed interest in a revised 2 year lease based on gross rents and proposed the following framework:

On Mon, Jun 22, 2020 at 12:24 PM Jon O'Connor <jon@longroaddistillers.com> wrote:

Richard,

Long Road is committed to being in Charlevoix. As we have discussed due to the global circumstances around COVID getting operational yet this season is not feasible and continued recommendations around social distancing from the CDC and reduced occupancy requirements from state government continue to create uncertainty in the short term. Knowing the initial lease was for a year, with clauses included around impacts from COVID and mitigation of rent, we would like to consider a modification of lease terms as well as an extension of the term beyond the initial one year. We hope that this accomplished outcomes beneficial to both the DDA and Long Road.

1. Long Road will continue to not pay rent during the initial term of the original lease and no work will be completed on the property until at the earliest January of 2021.
2. Lease will be extended for two additional years with two additional three year renewals
3. Long Road will take possession of the building no sooner than January 2021 and not later than April 2021 to begin buildout. Upon Long Road electing to take possession of the building to begin buildout, rent will be \$500 per month.
4. Upon approval for occupancy from all approved regulatory agencies (MLCC, Health Department, City of Charlevoix, Building Department, etc) Long Road will continue to pay a base rent of \$500 per month and 3% of gross sales. A rent ceiling shall be included to cap Gross Monthly Rent at no more than a total of \$3,500.
5. A clause shall be included as was included in the initial lease regarding forgiveness of lease in the event of health concerns limiting public gathering/social distancing.

We believe that these proposed terms provide a net win for all those involved, ensuring a long term commitment from Long Road making an investment in Charlevoix to provide a unique, high quality and vibrant offering. And that the DDA will receive rental income that has potential to exceed previous agreed upon amounts.

Thank you for your consideration of our proposal. Please don't hesitate to reach out with any questions.

Jon

Jon O'Connor
Long Road Distillers
616-450-5649
www.longroaddistillers.com

Due to the concern with how seasonality would affect the proposed monthly cap and the proposed percentage off gross revenue being low, I suggested something I feel to be closer to industry standard or simply structuring what we had already previously agreed to for cash flow management—see below.

On Mon, Jul 13, 2020 at 4:23 PM Richard Gmail <christner.richard@gmail.com> wrote:

Good afternoon Jon,

Hope things are going as well as they can given the circumstances and you had a nice 4th! I don't know where last week went. Came back to the office, blinked, and it was gone.

From a prior phone conversation it sounded like you thought an earlier suggestion of 7% of gross revenue was a little rich, but you could get close. Can you get to 6% with an annual cap of \$35,000 for the initial two year term?

I think there could be support with a base as low as \$500 for the initial term as long as you stay open year-round but I think the base would need to adjust if you were going to close.

I think the renewals can work if after the initial term an additional \$500 minimum would be added to the \$500 base for the first three year renewal term and an additional \$500 minimum (totaling \$1,000 minimum) added to the \$500 base for the second three year renewal.

Alternatively if you're thinking about the gross rents structure from a cash flow management perspective we could just discuss structuring of the terms already agreed to, (\$1,700/mo or \$20,400 annually) so that more is due in the busier months and less in the slower months. Certainly open to that. Let me know which sounds best to you.

-Richard

Sent from my iPhone

Any updates available to this information will be provided prior to or at the meeting. I welcome any thoughts or concerns on the discussion.

Best regards,

-Richard

**Please also see attached accompanied by this note:
To the DDA Board from Maureen Owens, Chair.**

**Attached please find information that was forwarded to me from Darlene Klien, a Charlevoix resident,
regarding the MLCC violation history of Long Road Distillers.**

RECOMMENDATION:

Board discussion and direction.

ATTACHMENTS:

- ▣ MLCC Docuementation

Michigan Department of Licensing and Regulatory Affairs
VIOLATION HISTORY SYSTEM LICENSEE RECORD for BUSINESS ID 236633

File No. : G236633 Date Current Licensed : 05-01-2019 Date Orig Licensed : 02-20-2015 Dead Year :
 D.B.A. :
 License Types : Consumer Sampling Event, Micro Brewer, On-Premises Tasting Room Permit, Salesperson, Small Distiller, Small Wine Maker, Vendor of Spirits, Vendor Representative

Address County : KENT Bus. Status : Active
 537 Leonard St NW LGU : GRAND RAPIDS CITY
 Grand Rapids, MI 49504-4263 Last Activity Year : 2018

Lic Names	Begin Date	End Date	Int. Type	Status
LONG ROAD DISTILLERS LLC			CRP/LLC	

Year	Transac	Complaint Number	Salesperson	Activity Date	Comment
2016	VIOL	CV-00180983		12-05-2016	1) PARTICIPATED IN OR SPONSORED A CONTEST WHICH REQUIRED THE USE OF ALCOHOLIC LIQUOR IN CONNECTION WITH A CONTEST; 2) PARTICIPATED IN OR SPONSORED A CONTEST WHICH REQUIRED THE CONSUMPTION OF ALCOHOLIC LIQUOR IN CONNECTION WITH A CONTEST; 3) PARTICIPATED IN OR SPONSORED A CONTEST WHICH FEATURED ALCOHOLIC LIQUOR AS A PRIZE IN CONNECTION WITH A CONTEST; 4) ADVERTISED ALCOHOLIC LIQUOR IN CONNECTION WITH OFFERING A PRIZE OR AWARD ON COMPLETION OF A CONTEST, WITHOUT WRITTEN APPROVAL OF THE COMMISSION; 5) ALLOWED A CONTEST ON THE LICENSED PREMISES IN WHICH A PRIZE IN EXCESS OF \$250.00 WAS GIVEN AWAY; 6) FAILED TO KEEP A LICENSE, ISSUED BY THE MICHIGAN LIQUOR CONTROL COMMISSION, SIGNED, FRAMED UNDER TRANSPARENT MATERIAL, AND/OR FAILED TO PROMINENTLY DISPLAY THE LICENSE IN THE LICENSED PREMISES; 7) GAVE AWAY ALCOHOLIC LIQUOR; 8) PERMITTED ENTERTAINMENT FOR PUBLIC VIEW, "TAKING THE LONG ROAD-COCKTAIL COMPETITION", UPON THE LICENSED PREMISES WITHOUT OBTAINING AN ENTERTAINMENT OR DANCE-ENTERTAINMENT PERMIT FROM THE COMMISSION : (LCC INV BRANDT AND SCHMIDT)
2017	ACK	CV-00180983		02-17-2017	LIC ACK COMMISSIONER JACOBSEN
2017	DEC	CV-00180983		05-01-2017	THEREFORE, THE COMMISSIONER ORDERS A PENALTY FINE OF \$50 EACH FOR A TOTAL OF \$400 FOR THE CHARGE IN THIS MATTER. THE COMMISSIONER FURTHER ORDERS THE LICENSEE TO SERVE A SUSPENSION OF 20 CONTINUOUS DAYS, TO RUN CONSECUTIVELY AND NOT CONCURRENTLY WITH ANY OTHER SUSPENSION ORDERED BY THE MLCC, IF THE FINE IS NOT PAID WITHIN 45 DAYS FROM THE MAILING DATE OF THIS ORDER.
2017	VIOL	CV-501573		02-18-2017	1) Accepted aid and assistance from another vendor, Virtue Holdings, LLC, by gift, loan of money, property of any description, rebate or premiums or other valuable thing; 2) Engaged in cooperative advertising with a manufacturer, Virtue Holdings, LLC; 3) Allowed a limited liability corporation, Virtue Holdings, LLC, whose name does not appear on the license, to derive use or benefit from the license : (LCC Invs. Reeder, Schmidt and Schaar)
2018	ACK	CV-501573		08-20-2018	Lic-Ack Clemente
2018	DEC	CV-501573		08-22-2018	Therefore, the Commissioner orders a penalty fine of \$200 each for a total of \$600 for the charge in this matter. The Commissioner further orders the Licensee to serve a suspension of 30 continuous days, to run consecutively and not concurrently with any other suspension ordered by the MLCC, if the fine is not paid within 45 days from the mailing date of this order.

Year	Transac	Investigation Number	Activity Date	Comment
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Michigan Department of Licensing and Regulatory Affairs
VIOLATION HISTORY SYSTEM LICENSEE RECORD for BUSINESS ID 236633

2019	PASS	INS-000646	02-21-2019	Passed Control Buy Operation 2/21/19 Inv.Reeder/Inv.Mulder/GR.408/GR.411
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Year	Transac	Hearing Appeal	Activity Date	Comment
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Michigan Department of Licensing and Regulatory Affairs
VIOLATION HISTORY SYSTEM LICENSEE RECORD for BUSINESS ID 0264690

File No. : Date Current Licensed : 07-11-2019 Date Orig Licensed : 07-11-2019 Dead Year :
 D.B.A. : LONG ROAD DISTILLERS
 License Types : Off-Premises Tasting Room
 Address : County : OTTAWA Bus. Status : Active
 18 Washington Ave LGU : GRAND HAVEN CITY
 Grand Haven, MI 49417-1353
 Last Activity Year :

Lic Names	Begin Date	End Date	Int. Type	Status
LONG ROAD DISTILLERS LLC			CRP/LLC	

Year	Transac	Complaint Number	Salesperson	Activity Date	Comment
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Year	Transac	Investigation Number	Activity Date	Comment
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Year	Transac	Hearing Appeal	Activity Date	Comment
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Michigan Department of Licensing and Regulatory Affairs
VIOLATION HISTORY SYSTEM LICENSEE RECORD for BUSINESS ID 0264690

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 License Types : Off-Premises Tasting Room
 Address : 18 Washington Ave
 Grand Haven, MI 49417-1353
 County : OTTAWA Bus. Status : Active
 LGU : GRAND HAVEN CITY
 Last Activity Year :

Lic Names	Begin Date	End Date	Int. Type	Status
LONG ROAD DISTILLERS LLC			CRP/LLC	

Year	Transac	Complaint Number	Salesperson	Activity Date	Comment
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Year	Transac	Investigation Number	Activity Date	Comment
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Year	Transac	Hearing Appeal	Activity Date	Comment
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Michigan Department of Licensing and Regulatory Affairs
VIOLATION HISTORY SYSTEM LICENSEE RECORD for BUSINESS ID 0262029

File No. : Date Current Licensed : 04-21-2019 Date Orig Licensed : 09-25-2018 Dead Year :

D.B.A. : LONG ROAD DISTILLERS

License Types : Warehouser

Address : 1047 Elizabeth Ave NW
Grand Rapids, MI 49504-4201

County : KENT Bus. Status : Active

LGU : GRAND RAPIDS CITY

Last Activity Year :

Lic Names	Begin Date	End Date	Int. Type	Status
LONG ROAD DISTILLERS LLC			CRP/LLC	

Year	Transac	Complaint Number	Salesperson	Activity Date	Comment
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Year	Transac	Investigation Number	Activity Date	Comment
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Year	Transac	Hearing Appeal	Activity Date	Comment
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DDA/Main Street Board
210 STATE STREET CHARLEVOIX , MICHIGAN 1 49720
Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Old Business

TITLE: Budget Update/Status re: changes related to Covid-19

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

During our last meeting the Board requested that I send out a summary of our budget changes related to some unforeseen circumstances - turns out this is a bad time to do so because we are in the middle of our audit at the city and not everything has been updated in our system yet.

However, I can say that from what sense I can make out of things, we are looking at being about \$24,480 in the hole compared to how we started our year thinking it would be closer to \$15,800. Much of this has to do with not collecting rent. We also had the payment of an old facade grant to Fred DiMartino that puts things off our original plan a bit.

I've attached our somewhat updated budget summary sheet for your review but know that it's not completely accurate yet. We are also still waiting to get final numbers from equalization re: our tax capture.

This information does not yet reflect the changes related to our Concert Series being cancelled but most of the DDA budget was spent in the planning/promotion phase of preparations for the series with a \$250 sponsorship off setting it a bit. Overall savings might be about \$2,000.

ATTACHMENTS:

- ▢ Budget Summary

**CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY FUND
2020-21 BUDGET**

	2019-20 Actual	2020-21 Budget	2020-21 Est. Actual	2021-22 Budget
REVENUES				
CURRENT PROPERTY TAX	38,469	40,000	39,984	40,000
PROPERTY TAX - CAPTURE LOCAL	431,796	431,800	431,797	431,800
DELINQUENT PROPERTY TAX COLLECTED	1,547	-	-	-
PENALTY - PROPERTY TAX	168	100	100	100
FEDERAL / STATE / OTHER GRANTS	43,296	12,200	64,200	14,200
FARMERS MARKET INCOME	-	-	-	-
INTEREST EARNINGS	2,731	1,000	1,000	1,000
RENTS & ROYALTIES - SUNSHINE	1,000	1,000	1,000	1,000
RENTS & ROYALTIES - BIBCO LEASE	30,070	31,200	31,215	32,400
RENTS & ROYALTIES - ROUND LAKE GROUP	14,580	12,000	-	-
RENTS & ROYALTIES - LC BREWERS	4,552	5,200	-	-
MISCELLANEOUS - THE VAULT	15,196	18,000	18,000	18,000
MISCELLANEOUS & IWF REIMBURSEMENT	139	-	9,260	-
CONTRIBUTION - OTHER SOURCES	-	-	-	-
CONTRIBUTION - MAIN STREET	15,468	15,000	35,900	15,000
CONTRIBUTION - PERFORMANCE PAVILION	6,200	6,000	2,500	6,000
TRANSFER FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUES	\$ 605,213	\$ 573,500	\$ 634,956	\$ 559,500
EXPENSES				
SALARIES & WAGES	37,206	47,600	47,578	48,500
WAGES - ICMA	3,858	5,000	4,996	5,100
SALARIES & WAGES - TEMPORARY	77	-	-	-
EMPLOYEE FRINGE BENEFITS	29,032	37,100	37,111	37,800
OPERATING SUPPLIES	10,504	8,100	8,110	8,200
OPERATING SUPPLIES - THE VAULT	22,201	23,000	23,000	23,000
IWF MAINTENANCE	8,452	6,000	6,000	6,000
MARKETING & PROMOTIONAL SERVICES	66,359	25,700	15,700	25,700
MARKETING & PROMOTIONAL SVCS - FARMERS MKT	-	-	-	-
PROMOTION COMMITTEE EXPENSES	10,992	10,000	10,000	10,000
ORGANIZATION COMMITTEE	606	500	500	500
BUSINESS RECRUITMENT/RETENTION	-	-	80,160	-
CONTRACTUAL SERVICES	36,875	35,700	35,700	35,700
DESIGN COMMITTEE	33,240	5,100	5,083	5,100
DESIGN CAPTIAL IMPROVEMENTS	-	-	-	-
LEGAL SERVICES	3,553	500	500	500
TELEPHONE	3,623	2,000	2,000	2,000
CONFERENCE & TRAVEL	4,716	3,000	3,000	3,000
PRINTING & PUBLISHING	1,920	1,500	1,500	1,500
INSURANCE & BONDS	1,502	1,500	1,500	1,500
REFUNDS - PROPERTY TAX & TIFA	8,101	6,000	6,000	6,000
MAINTENANCE - BRIDGE PARK BUILDING	12,708	5,000	5,000	5,000
MISCELLANEOUS	20,898	-	-	-
MISCELLANEOUS - FARMERS MARKET	-	-	-	-
MISCELLANEOUS - MAIN STREET	26,500	300	300	300
CAPITAL PROJECT - PROFESSIONAL SERVICES	-	-	-	-
CAPITAL PROJECT - CONTRACTUAL SERVICES	-	-	-	-
BOND ISSUANCE COSTS	-	-	-	-
DEBT SERVICE PAYMENTS	-	-	-	-
BOND PRINCIPAL - BRIDGE PARK (LTGO, ACT 99)	-	-	-	-
INTEREST EXPENSE - BONDS	-	-	-	-
PAYING AGENT FEES	-	-	-	-
LIBRARY CONTRIBUTION	30,000	30,000	30,000	30,000
TRANSFER TO OTHER FUNDS (MARINA)	334,600	335,700	335,700	336,200
TOTAL EXPENSES	\$ 707,524	\$ 589,300	\$ 659,436	\$ 591,600
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (102,311)	\$ (15,800)	\$ (24,480)	\$ (32,100)
YEAR END BALANCES				
FUND BALANCE / NET POSITION BEGINNING OF YEAR	3,802,978	3,733,487	3,700,667	3,676,187
CHANGE IN FUND BALANCE / NET POSITION	(102,311)	(15,800)	(24,480)	(32,100)
FUND BALANCE / NET POSITION	\$ 3,700,667	\$ 3,717,687	\$ 3,676,187	\$ 3,644,087
CASH & INVESTMENTS	\$ 468,675	\$ 33,896	\$ 444,195	\$ 412,095

* Note: Includes \$418,675 cash & \$50,000 investment Still in audit...could change

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

New Business

TITLE: Sponsorship/Funding Requests

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

In response to our budget update we have recently received two requests for funding from the Venetian Festival and CharlevoixCam. Because of the timing of the Covid-19 pandemic, our previously planned sponsorship "call" with a deadline in May did not occur so that we could review all requests at once and decide how to divide the money to best support our strategy and vision of the Board.

I've included these two requests for your consideration.

Charlevoix Venetian Club Burgee Club (see attached enrollment form)

CharlevoixCam:

Dear Charlevoix Main Street DDA,

CharlevoixCam has steadily been working towards improving awareness of the beauty that our small town has to offer. Together with the DDA we hope to do even more to increase economic growth and draw visitors in to our downtown to enjoy everything it has to offer. In the past month, CharlevoixCam LIVE stream cameras have had 1.5 million minutes of watch time and have acquired more than 1,000 new subscribers. CharlevoixCam LIVE stream cameras are the #1 result when searching for Charlevoix on YouTube. Our webcams have been awarded top 25 in the world, more than once, by a panel of judges including members of ABC and NBC news. We have been recognized by all of the local news outlets, and many weather services including the Weather Channel use our LIVE streams for their broadcasting. CharlevoixCam believes that our efforts have had a very positive impact on the community, and we strive to highlight the best things that Charlevoix has to offer. CharlevoixCam also uses social media to support and uplift our local businesses regularly.

CharlevoixCam is community funded and all of our projects have been made possible with generous donations from our viewers. We offer all of our LIVE streams and 360 content ad-free for the community and we are a non-revenue generating business. Everything taken in goes back into providing more amazing projects and for maintaining our current cameras. Our goal is not to have cameras all over town or to be intrusive to our locals and guests. We do however believe there are a few more locations that would be a benefit to the community and enjoyed by many. If the Charlevoix Main Street DDA would like to help us in our efforts to promote Charlevoix and our local businesses, we are asking for a one-time \$2500 donation and to consider a yearly donation of \$500. We appreciate you taking the time to consider our request and hope that we can work together to bring more visitors into our community for the benefit of everyone.

Sincerely,

Charlevoixcam

TechWise Guy
231.675.0610
www.techwiseguy.com

RECOMMENDATION:

Board discussion and direction.

ATTACHMENTS:

- ▣ Venetian Burgee Enrollment Form



Burgee Club Enrollment Form

309 Petoskey Avenue • PO Box 120 • Charlevoix, MI 49720
231.547.3872 (o) • 231.547.2977 (f) • info@venetianfestival.com • venetianfestival.com

Your Name: _____

Donation Amount: \$ _____

Email: _____

discounted 2020 donation levels

see website for "traditional pricing" and options to donate online

☐ VIP (\$1,000+*)

☐ Admiral (\$500+*)

☐ Captain (\$250+)

☐ First Mate (\$150+)

☐ Mariner (\$100+)

☐ Crew (\$50+)

**VIP & Admiral discounted donation price only for those who have previously donated at the VIP or Admiral level.
** donations at "traditional pricing" will be acknowledged as "distinguished donors" ***

☐ I will pick up my Burgee flag

Burgees are available for pick up at the Venetian Festival office located within the law offices of Barron & Engstrom, PLC.
☐ Please mail my Burgee flag. \$5.00 shipping charge is included in my donation



It wouldn't be a pandemic without a limited-edition COVID Venetian Burgee!

☐ I would like to replace my traditional burgee with the COVID burgee for 2020

☐ I would like receive my traditional burgee AND also purchase the COVID burgee for \$50.

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

New Business

TITLE: Downtown Charlevoix Covid-19 Support Fund Grant Applications

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

We launched the Downtown Charlevoix Covid-19 Business Assistance Fund Grant Program and began accepting applications on July 9, 2020. In total we received applications from 8 businesses, of which, 7 were eligible for funding by the application deadline of July 15th.

Applicants included:

- Celeste Murdick's Fudge
- BLOOM Floral Design
- The Salad Fork
- Round Lake Bookstore
- Weathervane Terrace Inn
- Hotdoggers
- That French Place
- Graffitiies

Graffitiies was notified in person that their application was received but that they were not eligible for consideration because they were awarded the Match on Main Grant through the MEDC.

The business information was then compiled into a master document so that sensitive info wasn't visible by members of the review team (Economic Vitality Committee). That included personal contact information and specific financials that were shared as part of the application materials.

12 members of the review team submitted scores using an online form for each business based on the guidelines that were set for the program.

Each set of scores were tallied and averaged giving each business a final score. This information was sent out to the review team before their Zoom meeting on July 23rd. During said meeting the committee unanimously supported making the recommendation that each eligible applicant receive \$3,000 to split the total amount raised (\$21,000) evenly among them.

Charlevoix Main Street DDA Covid-19 Business Assistance Fund Grant Application

The COVID-19 Business Assistance Fund was created to provide financial assistance to downtown Charlevoix small businesses in to offset the legacy impacts of the COVID-19 pandemic. Grants are available to qualified downtown Charlevoix businesses that have been significantly negatively affected and harmed by the COVID-19 pandemic including limits and temporary closures to business operations mandated by Governor Whitmer's Executive Order (EO) No. 2020-9 or subsequent EOs and reduced revenues due to

other restrictions and auxiliary effects. The COVID-19 Business Assistance Fund is meant to be used as working capital to survive the legacy economic impacts in Charlevoix due to COVID-19.

COVID-19 Rescue Fund: At least \$20,000 in total grants from Charlevoix Main Street DDA sourced from private contributions via Patronicity.com and funds from the Charlevoix County Community Foundation.

Award Amount: Up to \$5,000 per Award.

Application Timeline (tentative):

- Program announced, application documents released, application opens: June 26, 2020
- Application closes: July 15, 2020 11:59PM
- Applicants notified the week of July 27, 2020

Business Information (Max 15 points) *

Use the following questions to determine how many points the applicant should receive for this category. Was the business founded and/or headquartered in Charlevoix? Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? How long has the business been operational? Is the business open year round?

Economic Distress (Max 25 points) *

Use the following questions to determine how many points the applicant should receive for this category. Has the business quantified the financial burden caused by the outbreak? Based on the information provided please give a score that reflects the severity of demonstrated losses.

Working Capital Need (Max 20 points) *

Did the business give detail regarding what their immediate working capital needs are? Has the business demonstrated that they've made efforts to take advantage of other funding opportunities and/or worked on reducing/deferring expenses in other ways? Does the business want to invest in expansion efforts to further strengthen their business for the long term?

Uniqueness of Product/Service/Offering (Max 15 points) *

Did the business provide a compelling narrative about why the community needs their business? Did they make a strong case about what differentiates this business from others and its competitors?

Community Impact/Engagement (Max 25 points) *

Does the business describe the immediate economic impact the business closing would have? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other business would be affected by the business closing? Does the business describe intangible impacts on the community by engaging with community organizations and service clubs?

Discussions around doing a 2nd round of fundraising and grants took place and the committee agreed to re-assess needs in the fall based on survey feedback received related to Covid-19 recovery efforts and available resources.

RECOMMENDATION:

Motion to approve granting \$3,000 to all eligible grant applicants per the recommendation from the Economic Vitality Committee, which include Celeste Murdick's Fudge, BLOOM Floral Design, The Salad Fork, Round Lake Bookstore, Weathervane Terrace Inn, Hotdoggers, and That French Place.

ATTACHMENTS:

- ▣ Scoring Matrix Results
- ▣ Grant Applications Reviewed

Celeste Murdick's Fudge						Final Score			
15	18	15	8	25	81	81			
13	7	14	7	15	56	56			
15	22	16	12	20	85	85			
15	15	10	15	20	75	75			
10	7	15	10	20	62	62			
10	20	20	15	20	85	85			
15	25	20	15	25	100				
13	18	15	13	20	79	79			
13	18	10	5	7	53				
10	20	15	10	20	75	75			
15	21	17	15	20	88	88			
10	15	17	12	22	76	76			
					76.25	76.2 5th		\$3,000	
Bloom Floral Design									
15	25	20	15	25	100				
11	14	5	5	25	60				
15	25	17	13	25	95	95			
15	20	15	15	25	90	90			
15	25	15	10	25	90	90			
15	25	20	10	25	95	95			
15	25	20	15	25	100	100			
15	25	20	15	25	100	100			
10	10	7	15	25	67	67			
10	15	10	10	15	60	60			
15	25	15	15	20	90	90			
14	23	18	14	22	91	91			
					86.5	87.8 2nd		\$3,000	
The Salad Fork									
12	20	16	15	18	81	81			
11	14	20	5	25	75	75			
13	20	18	11	21	83	83			
15	20	15	15	20	85	85			
15	20	15	7	20	77	77			
10	25	15	12	20	82	82			
15	25	20	15	25	100				
12	24	20	15	22	93	93			
12	10	20	12	15	69	69			
10	15	10	15	20	70	70			
10	16	15	12	14	67				
7	18	15	10	17	67	67			
					79.0833	78.2 4th		\$3,000	
Round Lake Books									
15	15	15	12	16	73	73			

	13	4	20	15	15	67	67	
	15	23	15	15	21	89	89	
	15	15	10	15	20	75	75	
	8	17	1	6	7	39		
	10	25	15	15	20	85	85	
	15	25	20	15	25	100		
	13	22	14	14	20	83	83	
	12	8	1	10	10	41	41	
	15	15	15	12	15	72	72	
	12	10	10	15	16	63	63	
	10	16	13	13	13	65	65	
						71	71.3 7th	\$3,000

Weathervane Terrace								
	15	25	15	13	25	93	93	
	11	22	3	5	15	56	56	
	15	20	16	10	21	82	82	
	10	20	10	10	20	70	70	
	7	25	4	7	7	50		
	15	25	15	10	20	85	85	
	15	25	20	15	25	100		
	13	25	15	13	20	86	86	
	15	25	1	15	1	57	57	
	15	15	10	10	15	65	65	
	10	10	10	10	15	55	55	
	14	25	18	13	20	90	90	
						74.0833	73.9 6th	\$3,000

Hotdoggers								
	15	25	20	15	20	95	95	
	13	25	16	15	25	94	94	
	15	22	20	12	23	92	92	
	15	20	10	10	20	75	75	
	13	5	10	10	20	58	58	
	10	25	20	10	20	85	85	
	15	25	20	15	25	100		
	13	25	19	12	20	89	89	
	10	20	18	1	20	69	69	
	10	20	20	15	20	85	85	
	10	10	5	13	12	50		
	11	19	16	10	16	72	72	
						80.3333	81.4 3rd	\$3,000

That French Place								
	15	25	20	15	25	100		
	13	21	12	5	25	76	76	
	15	25	19	14	24	97	97	

15	20	15	10	25	85	85	
13	23	18	10	25	89	89	
15	25	20	15	25	100	100	
15	25	20	15	25	100	100	
15	25	20	14	24	98	98	
10	20	18	10	15	73	73	
15	10	10	10	15	60		
15	25	17	15	23	95	95	
14	21	16	14	20	85	85	
					88.1667	89.8 1st	\$3,000

Celeste Murdick's Fudge / Celeste Perron

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

Payroll, rent, utilities

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

Yes. Need improved web site presence.

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

15 years in Charlevoix

Is the business open year round? *

Yes

No

Maybe

Other:

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

PPP loan

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

Our business is rich in family heritage and has been a part of Charlevoix's tradition and make up for five generations.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

We purchase most of our cost of goods sold locally. If we closed, many local stores such as Olesons, ace hardware and Family Fare would be affected.

Give examples of how the business engages with community organizations and service clubs? *

Celeste Murdicks Fudge has always contributed/donated to all charities when asked, such as Garden Club, Recreational sports for kids, sports boosters, Etc...

Financial Documentation reveals:

Sales in May 2019: \$8,914.87

May 2020: \$2,979.42

June 2019: \$24,658.24

June 2020: \$21,195.15

July 1-13, 2019: \$26,942.77

July 1-13 2020: \$18,944.55

Total sales in May 1 – July 13, 2019:
\$60,515.88

Total sales May 1 – July 13, 2020:
\$43,119.12

Total loss: \$17,396.76

Business/Applicant Name: *

Bloom floral design LLC

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

loss of revenue for 2020 events cancelled because of Covid-19 in excess so far of \$197000. I will send chart with info via separate email with details per event

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

payroll expenses, rent, utilities

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

yes

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

12 years

Is the business open year round? *

Yes

No

Maybe

Other:

we operate year round, retail hours are seasonal

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

PPP

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

BLOOM has become a cornerstone grassroots business in Charlevoix and nationally recognized in the event industry for our success. During our busiest times we employ 10+ local employees, support local flower farms (we have even helped start a few), and we give back to local non-profit organizations. We support a variety of local vendors in the event business through referrals, marketing, and social media as we consult with over 100 clients and their wedding guests each year (over 20,000 total visitors to our area on average). The merchandise in our retail locations is selected with the utmost care to support Michigan and US artists as much as possible. We firmly believe and support the shop local, shop small movement and believe it truly takes a village to support small business.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

Closing our business would have the following direct local impact; we would lose at least six local employees, cut of at least 4 local flower farms, we would discontinue referrals to other event industry professionals of which we always recommend local first (hotels, photographers, caterers, cake makers, videographers, salons, venues, etc.)

Give examples of how the business engages with community organizations and service clubs? *

BLOOM is a chamber board member, an active member of the downtown business community, and donates to a variety of local non-profit organizations. Our owner and employees are all part of the Charlevoix community, we live and work here and take great pride on our town. We choose to raise our children here in the Charlevoix Public School System.

Financial documents reveal that because of numerous canceled weddings (18 as of June 30th) **a loss of income from those cancellations alone = \$197,005.00**

Business/Applicant Name: *

The Salad Fork

Does the business have fewer than 50 employees (full time, part time, or seasonal) during a typical year? *

Yes

No

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

WILL UPLOAD

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

I have been trying to work alone to save on cost since May , 2020. I just pulled on all my staff and had to add staff to cover expediting the online orders while another takes orders at the new service door along with answering the phone orders. Staffing costs at this point cannot be calculated after only 2 weeks of operating with staff. However the cost will far exceed the 2019 cost when sales were at their peak and business thriving. Rent payment 2019 \$6000.00 Utility expenses \$5000. Employee expenses \$22,000. Business Insurance \$1200.00.

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

Yes. I am expanding the menu by adding paninis. Charlevoix has limited options for sandwich selections. This addition has expenses of updated electrical \$1200, 2 new presses \$500, refrigeration unit \$1500. shelving \$100, 2 new prep tables \$800, in addition to addition product cost and carryout containers.

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

3 years

Is the business open year round? *

Yes

No

Maybe

Other:

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

TBD

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

My business is a seasonal business in a tourist driven town in northern Michigan (Charlevoix). The population of Charlevoix is 2500 off season and exceeds over 150,000 during peak season. All the festivals and events have been canceled for 2020. Therefore, the tourism will not be able to fund our small-town businesses. I have a farm to table salad shop in the center of town. I rely on the boaters and tourists that visit our town from May to October. My employees rely on the money they make during these months to help pay for college. I rely on this income to pay my business rent, utilities, payroll, equipment, and cost of living. I am fearful of the loss of revenue that I am sure to encounter going forward. As stated above I had

planned to and will move forward with the addition of adding paninis to the menu. The city of Charlevoix has limited sandwich selections and I have been asked time and again if I have them available. With the additional costs of covid related expenses and employee expenses I am asking for this grant consideration. Thank you.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

I had been using a local farmer Galant Gardens to supply my greens. I am sad to say that he has had to take on another job outside the farm to support himself. I purchase many items from local farms and stores in the area. If I were forced to close my shop, Charlevoix would not have a fast, fresh, homemade option of soups, salads, açai bowls, avocado toast, or now paninis. There is not another place like it. I would like to say that I offer a product that no other place does. We also partner with Cherry Republic and That French Place.

Give examples of how the business engages with community organizations and service clubs? *

I support Charlevoix Venetian on a yearly basis and am sad to see it canceled this year. I give to the Charlevoix Public Schools throughout the year. I support and give to the Charlevoix Band and the Bergman Center.

Financial Documentation

2019 Net Sales May 24 – June 30: \$19,364.42

2020 Net sales May 24 – June 29: \$15,204.61

Additional expenses for Covid-19 precautions/modifications: \$2,618.73

Total loss: \$6,778.54

Business/Applicant Name: *

Round Lake Books

Does the business have fewer than 50 employees (full time, part time, or seasonal) during a typical year? *

Yes

No

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

Reopening the bookstore delayed by at least two months, sales have been significantly down since reopening. On average sales anywhere from 25 to 50 percent down. Foot traffic has been down which in turn is reflective of total sales. 25

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

Payroll, lease payments. payments to vendors

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

unsure at this time

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

14 years

Is the business open year round? *

Yes

No

Maybe

Other:

Has previiously open 12 months a year, but closed over christmas time, but thought being given ti keep tge business open year round.

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

PPP

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

Since covid-19 we have gad numerous customers who have thanked us for reopening and being there in business. Bookstores are a dying breed and add substantial value to the community.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

Whenever possible we purchase from other vendors in the immediate area with the thought that if we can keep others alive, we can perhaps keep our business alive.

Give examples of how the business engages with community organizations and service clubs? *

Providing services to the Charlevoix library when authors are schedule to make presentations to the general public. To engage with the Charlevoix Historical Society.

Financial Documentation

June 2019 sales: \$23,422.22

June 2020 sales: \$17,751.53

Total loss: \$5,670.69

Business/Applicant Name: *

Weathervane Terrace Inn & Suites - Irene Hizeberger

Does the business have fewer than 50 employees (full time, part time, or seasonal) during a typical year? *

Yes

No

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

Utilities

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

That would be wonderful

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

1963

Is the business open year round? *

Yes

No

Maybe

Other:

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

Payroll Protection Loan

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

The Weathervane is an icon in Charlevoix. One of the original hotels that were designed and built by Charlevoix's famous Earl Young.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

The Weathervane Inn & Suites has been a vacation spot for generations. We are also one of the downtown Charlevoix hotels that give guests the opportunity to walk to shopping and restaurants in downtown Charlevoix.

Give examples of how the business engages with community organizations and service clubs? *

Our Assistant Manager, Tyler Goodwin, is President of the Charlevoix Convention and Visitors Bureau. There has been a representative from the Weathervane on the Board of the Bureau since it's beginning.

Financial Documentation

Sales from room rentals April – June 2019: \$346,098.52

Sales from room rentals April – June 2020: \$134,575.26

Difference: \$211,523.26

Business/Applicant Name: *

Hotdoggers LLc. Eric Voorheis

Does the business have fewer than 50 employees (full time, part time, or seasonal) during a typical year? *

Yes

No

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

We will be sending by email.

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

We need additional monies for rent, payroll and payroll taxes, unemployment insurance, insurance, utility expenses, hood vent cleaning, recharging fire extinguishers, renewing our food license, mobile food license, a website featuring our correct information including our reduced menu items, paying for a new air conditioner to be installed, and for additional to go expenses including an online ordering app and additional to go materials, signage for outdoors-for pick up only parking for Hotdoggers. We need to purchase market umbrellas again for additional tables to make the exterior seating desirable to customers. (Many have broken due to the wind which whips through and we are down to a loaner.) We need money for our current dues for the Chamber of Commerce, accounting fees, and payroll processing. We are using a large quantity of gloves, soaps, disinfectants, hot water, paper towels, and that is costing us our profit margin on foods sold. We are operating the air conditioning with the door open so as to keep the air safer for all and the door handle untouched. We have had additional equipment hardships with the refrigerators and will be spending \$1200 additionally to repair another line cooler as we are awaiting the parts. We could most certainly utilize \$5000 well to help our business stay in business in Charlevoix. And for that we would be grateful!

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

Yes, we need an online presence that is with a website with an ordering app to keep the workers safer at Hotdoggers. This would also allow improved turn around time on orders for many customers. We own a name only, but do not have a website built for us and need one with an ordering app. People sometimes find us on google and dine with us. Locals tend to spread the word about our business.

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

4 years

Is the business open year round? *

Yes

No

Maybe

Other:

It was year round but beginning in mid November 2019, we were planning on being seasonal because our winter numbers are so low, Covid-19 made it difficult for Hotdoggers to reopen before June. Eric would have started the business up in the early spring, but employees were not willing to work.

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

We received a \$1000 sba loan once, since we were on a seasonal hold and the returning employees were unpaid volunteer workers, ie Connie & Eric. We have applied for the ppp, but have no response.

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

Hotdoggers offers delicious homemade comfort foods with the best ingredients Michigan has to offer. We have affordable fare with a family-friendly focus in an alcohol-free venue within walking distance to the best parks and beaches in our community.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

If our business closed, then Ron Way and his partner would not have their mortgage money and the trickle down effect would be that they would not have money to spend in Charlevoix. Our family would not have the income to stay in this community and would be forced to sell or rent our property to alleviate the debt somehow. We would need to get jobs elsewhere probably out of our community since we are not builders, painters, or landscapers that seem to thrive here. We usually buy our produce from local farmers, but have not had the additional income to do so this summer.

Give examples of how the business engages with community organizations and service clubs? *

We have donated lunches to kids at the trout festival, and try to have our hotdog cart available during certain festivities as requested. We usually enter the Chili cookoff which provides chili for free for a fund-raising effort for a local church. We donate our unused food to local people in need. This year we will be donating to the Alano Club our end of season food supply. We usually advertise with local churches, radio stations, and newspapers, but have not this year. Eric usually tries to donate food to the employees of businesses we utilize such as Lakeshore Tire or gift certificates to cancer fundraiser raffles, and the marathon for cancer, etc.

Financial Documentation

May 2019 - \$6552

May 2020: 0

June 2019: \$13,390

July 1-15, 2019: \$10,791

Total May 1 – July 15, 2019: \$30,733

Total revenue lost: \$21,324.00

June 2020 sales: \$1103.69

July 1-15, 2020: \$8306.30

Total May 1 – July 15, 2020: \$9,409.00

Business/Applicant Name: *

That French Place

Does the business have fewer than 50 employees (full time, part time, or seasonal) during a typical year? *

Yes

No

You must demonstrate income loss specifically related to the COVID-19 pandemic, Executive Order (EO) No. 2020-9 or subsequent EOs, rather than financial hardship in general. Please attach documentation that demonstrates an income loss. If you cannot upload via this form, please email documentation to lindseyd@charlevoixmi.gov

Please detail the business' immediate business needs to operate in this time of crisis. Examples include payroll expenses essential to business viability, rent, mortgage payments, utility expenses or other expenses incurred during ordinary business. *

Payroll expenses, rent and utility expenses are still happening and payroll is high due to the amount of workers necessary to do business during this pandemic.

Does your business need funding for growth or expansion efforts including but not limited to new or improved business website or launching into e-commerce? *

We have made huge improvements to our online presence and have launched e-commerce and that has already come at quite an expense. We would need the ability to expand that to make this year at a level of profitability that keeps our business stable for 12 months.

Has your business been awarded a Michigan Economic Development Corporation (MEDC) Small Business Relief Grant or Match on Main Grant through Charlevoix Main Street DDA? *

Yes

No

Is this business a home-based business, or nonprofit? *

Yes (Sorry - your business is not eligible for this grant)

No

Was the business founded and/or headquartered in the city of Charlevoix? *

Yes

No

Do the majority of owners of the business live in Charlevoix, Antrim, or Emmet County? *

Yes

No

Maybe

How long has the business been operational? *

5+ years

Is the business open year round? *

Yes

No

Maybe

Other:

Please describe other resources the business has sought or is currently utilizing during this time, such as an SBA Disaster Loan, SBA Paycheck Protection Program, or other grant funding, in an effort to meet working capital needs. *

We sought and received PPP money. Unfortunately that was during the off-season where our payroll was very low so it wasn't much and it didn't last long once busy season started.

Provide a compelling narrative why the community needs your business including things such as: What differentiates this business from others and your competitors? *

Our business is needed by the community of Charlevoix, we employ up to 20 people a year. Many times we are the first job for young people in our community. Not only do we create a safe, wholesome atmosphere for our employees, we teach them life skills they can use every day outside of work. We help them to be confident, motivated and team oriented individuals who will go out into our community and make a difference. We are a meeting place for friends and a tradition for our tourists. We create food from scratch inspired by our travels and bring new flavors and experiences to those who have yet to travel. We differ from many of the other businesses in town because we own, operate, produce and service the customers that visit our shops. Because we are there everyday, we make a deep personal connection to our customers and our community.

Attempt to describe the immediate economic impact of the business closing including considerations such as: What would happen to the Charlevoix economy if the

business closed? Does the business utilize Charlevoix suppliers, or does it supply Charlevoix companies? Does the business support or sell Charlevoix-made products? What other businesses would be affected by the business closing? *

We use local suppliers whenever possible. We use local farmers whenever possible. Providence farms, Interwater Farms, Blackbird farm, Bearcreek organics, Curry's farms, Harwood gold, Dhaseleer Farms among others. As in any small community, the loss of any business sends shockwaves across the entire community. But an established business like ours that has been a part of the community for over 5 years that impact is even greater. It's a seasonal business environment here and it takes a long time to build a year round clientele. Having been around long enough to start seeing the fruits of that work, the loss of businesses like ours devastates other business owners and makes owners question every decision that has been made.

Give examples of how the business engages with community organizations and service clubs? *

We donate to everyone who comes to our shop for assistance. We feed hungry children who cannot afford a meal and contribute to community programs and special events. From marathons, art fairs, the circle of arts and musical experiences we enrich our community.

Financial Documentation

Our expenses are significantly higher due to COVID expenses such as a new carry out window, upgrades to our website, starting shipping and setting up online ordering. We have changed the entire way we do business and all those changes cost money. It's impossible to even find plexiglass to keep our employees safe so you end up paying for more expensive options to ensure safety. In addition to that, we pay more on every order due to putting all of our crepes in boxes then, on larger orders boxes in bags. We have to have face masks available for staff as well as hand sanitizer everywhere. We also have to have sanitation stations At all of our tables to keep them sanitized. To top that all off, the price of all these supplies have gone up tremendously due to the high demand. We had to purchase new IT equipment to handle the increase in phone traffic due to the changed climate and because of that we have had to buy new printers to handle the multiple input devices. Our business has brought in less money because we aren't able to do our twice yearly tours to Europe and we even have had to reimburse people for the cancellation of the spring trip. Thanks.

Gross profit Jan – Jun 2019: \$84,322.22

Gross profit Jan – Jun 2020: \$44,542.64

Total loss: \$39,779.58

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

New Business

TITLE: Holiday Lighting/Tree Lights Update

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

I recently met with Holiday Lighting as they are working to transition the company to new ownership with the health issues Tom has been dealing with. Holiday Lighting is the company that handles all of the maintenance and installation of our tree lights and holiday tree lights in East Park.

There are 2 attachments to consider for discussion.

The first item is outlining costs related to two things:

1. Buying new white lights to go into the fresh garland that Bill's Farm Market puts up. At \$18 per strand, they would be the SAME color/type of light that we have in our trees, no more mismatching! Also, these lights are commercial grade so would last longer than the lights we have been using which were merely picked up from Home Depot.
2. Ongoing maintenance of the holiday lights in the tree in East Park.

These two items would be expenses this fiscal year as both need to be addressed well before the holiday season. The total is \$1,008.00. We already budgeted \$2.083 for light maintenance this year and as of right now no additional maintenance needs have been identified. Holiday Lighting will return in August to do a thorough inspection of the lights which already occurs annually.

The second item proposes a phased tree light replacement plan that would start next fiscal year and last for the following two years. Since the lights were installed in 2016, by 2021 we would be at the 5 year mark which was when we knew we'd have to start replacing them when they were installed. This equates to spending about \$10,000 per year for the next three years plus additional maintenance needed on lights not being replaced to keep them in working order. Then the 4th year we would replace the Christmas Tree lights in East Park since they were just put in in 2018.

That being said, if we enter into this plan we have a mostly predictable budget for the tree lights for the next 4 years. Once that 4 years is up the plan would essentially need to be re-started because of the life cycle of the lights related to the growth of the trees.

Since we are not allowed to "save" up money for said replacement, this phased approach is one way to tackle the larger expense. Additionally, since we are no longer collected pledges related to becoming a Main Street Community I propose that we start a new pledge campaign entitled "Illuminate Downtown Charlevoix" (or something similar - open to any and all suggestions) to have people pledge/donate their monies specifically to the tree light maintenance/replacement fund.

RECOMMENDATION:

Motion to approve purchasing commercial grade lights from Holiday Lighting for the garland on the light poles at \$18 per strand.

Board discussion and direction on replacement plan and pledge proposal.

ATTACHMENTS:

- ▣ Estimate for Light Pole Light replacements and East Park Tree light maintenance.
- ▣ Proposed Replacement Plan

ESTIMATE

Holiday Lighting Services

P.O. Box 772
south lyon, MI 48178
(248) 756-8915

To:
Charlevoix DDA (Lindsey Dotson)
210 State St.
Charlevoix, MI 49720

Estimate #	1093
Estimate Date	07/08/2020
Total Amount	\$1,008.00

Item	Quantity	Price	Tax1	Tax2	Line Total
50 count Warm white LED minis- for lamp poles	36.0	\$18.00 / per string			\$648.00
Harbor Multi Color-Lighted Christmas Tree maintenance	3.0	\$120.00 / per hour			\$360.00

Subtotal:	\$1,008.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$1,008.00

Notes

ESTIMATE

Holiday Lighting Services

P.O. Box 772
south lyon, MI 48178
(248) 756-8915

To:
Charlevoix DDA (Lindsey Dotson)
210 State St.
Charlevoix, MI 49720

Estimate #	1094
Estimate Date	07/08/2020
Total Amount	\$37,500.00

Item	Quantity	Price	Tax1	Tax2	Line Total
2021-50 count Warm white LED minis- 300/400 block harbor	200.0	\$50.00 / per string			\$10,000.00
2022-50 count Warm white LED minis- South side	200.0	\$50.00 / per string			\$10,000.00
2023-50 count Warm white LED minis- Northside	200.0	\$50.00 / per string			\$10,000.00
2024-50 count Multi ColormLED minis- Harbor Christmas Tree	150.0	\$50.00 / per string			\$7,500.00

Subtotal:	\$37,500.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$37,500.00

Starting in 2021 we recommend replacing the 300/400 harbor block, 2022 we would do the south 2 blocks, 2023 we would do the northern 2 blocks and we would finish in 2024 with replacing the harbor holiday tree lights. Cost would work out to \$10,000 per year with the 4th year being \$7500.

Notes

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

Reports

TITLE: The Vault Co-Working Space Update

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

A few updates:

- I've attached a cash flow budget for The Vault so everyone has a chance to consider where it is financially as of the beginning of July. Our predicted income that will be deposited at the beginning of August (reflecting activity in July) is \$2,590, which would put us in an overall position of -\$5,225 barring any unexpected expenses.

The reason I bring this up now is that our lease will be up on November 1st and **we need to notify our landlord of our plan (either to renew or vacate) by September 1st.**

Of course year 2 won't have the up front expenses related to start-up and will likely see a slight increase in revenue as word continues to spread about the services offered.

- Good news - Jayne Lynskey has decided to renew her service term with AmeriCorps VISTA and will be serving for another year. She has begun to come into The Vault more to check up on things and keep everything clean. While AmeriCorps is still encouraging remote work when possible, between Jayne and myself the space has essentially been managed and can nearly function independently which was the goal by the end of her service year.
- With that being said, since Covid-19 has changed the face of the co-working model but also given flexibility to more people who now find themselves working remotely when they didn't have the option before, the need for The Vault continues to exist in our community.
- Jayne will be presenting at our August Board meeting with an update and summary of how year 1 at The Vault has gone for your final consideration of next steps.
- Additionally, since The Vault has become (mostly) self-sufficient, Jayne will take on a new project this service year as Volunteer Coordinator with a focus on how to improve the inclusiveness of our volunteer base to more accurately represent the Charlevoix community. She will still be stationed at The Vault but will work on this new aspect of duties while there.

ATTACHMENTS:

- Cashflow Budget 2019-20

Small Business Cash Flow Projection

The Vault Co-Working Space



THE VAULT
CO-WORKING DOWNTOWN CHARLEVOIX

Starting date
Cash balance alert minimum

	Beginning	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Total
Cash on hand (beginning of month)		0	-8,035	-8,727	-10,453	-8,447	-8,607	-8,830	-8,576	-8,806	-7,359	-7,152	

CASH RECEIPTS

Cash sales		1,308	1,470		1,462	1,299	1,220	3,668	1,233	943	1,715	2,319	16,638
Returns and allowances		107									3		110
Collections on accounts receivable													0
Interest, other income					5,000								5,000
Loan proceeds													0
Owner contributions													0
TOTAL CASH RECEIPTS		1,201	1,470	0	6,462	1,299	1,220	3,668	1,233	943	1,712	2,319	21,748
Total cash available	0	1,201	-6,565	-8,727	-3,990	-7,148	-7,387	-5,162	-5,343	-5,863	-5,647	-4,833	

CASH PAID OUT

Purchases (Inventory)													0
Purchases (specify)		1,863	737		3,007		70			122			5,799
Gross wages (exact withdrawal)		6,000											6,000
Payroll expenses (taxes, etc.)													0
Outside services/Copier		169	169	169	169	169	169	169	169	169	169	169	1,859
Supplies (office & oper.)			52	40	77	86			90		121	236	702
Repairs & maintenance													0
Advertising											8		8
Car, delivery & travel				311				291					602
Accounting & legal													0
Rent		1,000	1,000	1,000	1,000	1,000	1,000	750	1,000	1,000	1,000	1,000	10,750
Phone, Cable, Internet		87	87	87	87	87	87	87	87	87	87	87	957
Heating oil													0
Insurance													0
Electricity													0
Interest				2						1	3		6
Other expenses (all others)													0
Proximity Space		99	99	99	99	99	99	99	99	99	99	99	1,089
Google Cloud		18	18	18	18	18	18	18	18	18	18	18	198
Miscellaneous													0
SUBTOTAL		9,236	2,162	1,726	4,457	1,459	1,443	1,414	1,463	1,496	1,505	1,609	27,970
Loan principal payment													0
Capital purchases													0
Other startup costs													0
Reserve and/or Escrow													0
Owners' withdrawal													0
TOTAL CASH PAID OUT		9,236	2,162	1,726	4,457	1,459	1,443	1,414	1,463	1,496	1,505	1,609	27,970
Cash on hand (end of month)	0	-8,035	-8,727	-10,453	-8,447	-8,607	-8,830	-6,576	-6,806	-7,359	-7,152	-6,442	

DDA/Main Street Board
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Reports

TITLE: Director's Report

DATE: July 27, 2020

PRESENTED BY: Lindsey Dotson, Executive Director

BACKGROUND:

Media Mentions

None - it has been quiet!

Director Schedule

I have the upcoming planned days out of the office:

Friday, July 31st - Vacation

August 7th - Vacation

September 14 - 18th - Vacation

Cooperative Ad Campaign Update

June: Mushroom House Tours

Billboard: 165,768+ total impressions

Northern Express: 90,000 readers

Facebook promotion: 7,840 people reached, 696 engagements, of which 74.4% were women and the largest age group was 55-64. 95% saw ad on FB mobile app.

Instagram promotion: 63 promotion clicks, 80 likes, 5 new followers, 5,344 reached, 15,834 impressions (78% was from promotion), of which 56% were men and the largest age group was 18-24 (28%)

Life in Charlevoix Mobile App: 638 users in June - 236 viewed coupons & specials, 6 viewed Mushroom House Tours profile

Blog: 44 unique readers, average time on page was 4:35 seconds.

Match on Main Update

See attached for sub grant agreements that were reviewed by City Attorney Scott Howard and disseminated to the businesses. They have since all gotten their checks!

Streetscape and Walkability Study for Downtown Update

During the last City Council meeting Mark and I were directed to look into possible firms that would be available for conducting a study that would incorporate streetscape improvements in addition to/in conjunction with the SBEI report recommendations. I had been planning to ask the Board this month if we wanted to enter into an RFP process for pre-engineering of the SBEI project since we have had a few funding opportunities arise where having that document would have been beneficial. Since this conversation took place at Council it makes sense to hold off on that for now until we know which direction everything is going to head. If the Board has any thoughts or comments please don't hesitate to share, thank you.

Live on the Lake Update

All large events in public spaces have been canceled by City Council, including the Live on the Lake Concert Series, through Labor Day. This will save us some money as we only had to pay two acts and had already collected sponsorship for the show that did happen on July 2nd. We had spent a little extra on Covid-19 signage but savings also comes in with not having to print promotional materials for the rest of the season.

Junior Main Street Update

The hammock park is done! The only detail left is the sign. See attached photos/proofs for more details.

ATTACHMENTS:

- ▣ Sub-Grant Agreement for Match on Main Example
- ▣ Hammock Park Sign Rendering
- ▣ Hammock Park Photo

**Charlevoix Main Street Downtown Development Authority
Match on Main COVID-19 Response Program
Sub-Grant Agreement**

THIS SUB-GRANT AGREEMENT (this "Agreement"), effective as of July 7, 2020 (the "Effective Date"), is between the City of Charlevoix Downtown Development Authority (DDA), whose address and principal office is 210 State Street, Charlevoix, Michigan, 49720, and Graffitees (the "Eligible Business"), whose address is 329 Bridge Street, Charlevoix, Michigan, 49720. As used in this Agreement, the DDA and the Sub-Grantee are, individually, a "Party" and, collectively, the "Parties."

RECITALS

- A. The MEDC Match on Main Covid-19 Response Program ("MoM Covid-19 Program") is to provide MEDC funding to certain community development organizations across the state to deliver and administer grants to certain place-based small businesses which have been affected as a result of the COVID-19 crisis.
- B. The Charlevoix DDA agrees to award a grant in the amount of Five Thousand Dollars (\$5,000) to be disbursed to Sub-Grantee under the terms of this Agreement (the "Grant").

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

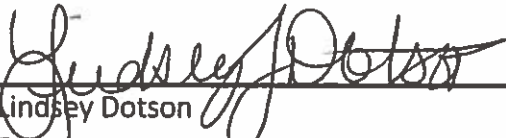
- 1. **Grant Commitment.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and covenants of the Grantee set forth in this Agreement, the DDA agrees to make, and the Eligible Business agrees to accept, the Grant.
- 2. **Eligible Expenses.** The Sub-Grant funds shall only be used for Eligible Expenses which include working capital for the Eligible Business's payroll expenses, rent, mortgage payments, utility expenses, COVID-19 relief or recovery expenses, or other similar expenses that occur in the ordinary course of the Eligible Business.
- 3. **Payment.** Grant funds will be distributed via check to Eligible Business on July 21, 2020.
- 4. **Reporting.** The Eligible Business must complete a report documenting how the funds were used no later than September 1, 2020. An online submittal form will be created with the following questions:
 - 1. How many jobs was your business able to retain?
 - 2. What did your business use the Grant Dollars for?
 - a. Payroll expenses
 - b. Rent/Mortgage
 - c. Utility Expenses
 - d. Other Expenses (please list): _____
 - 3. What is the estimated recovery of your Business to pre-Executive Order 2020-9 operations (hours, staffing, revenue, etc.)

- a. Operating at normal operations (100%)
 - b. 75%
 - c. 50%
 - d. 25%
 - e. Temporarily Closed
 - f. Permanently Closed
4. What other support (financial or technical assistance) did your business utilize?
- a. Technical Assistance
 - i. SBDC
 - ii. SCORE
 - iii. Local Experts
 - iv. Other: _____
 - b. Financial Assistance
 - i. PPP
 - ii. EIDL
 - iii. Local Funds
 - iv. Additional bank/private financing
 - v. Other: _____
5. **Publicity.** At the request and expense of the MEDC the Grantee will cooperate with the MEDC, and request that each Eligible Business also cooperate, to promote the MEDC through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Eligible Business location, or other locations, acceptable to the Parties.
6. **Site Visit.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC, and request that each Eligible Business also cooperate, to permit the Grant Manager or such other MEDC representative to visit the Eligible Business location and/or view the results of the Eligible Expenses.
7. **Indemnity.** Grantee is responsible for ensuring grant funds are expended on eligible activities, and Grantee shall be responsible for any required repayment of the grant funds to the State of Michigan or MEDC for failure to comply with the grant terms. Grantee waives all claims against the City of Charlevoix or the Charlevoix DDA related to the grant, and Grantee agrees to defend, indemnify, and hold harmless the City of Charlevoix or the Charlevoix DDA for any and all claims arising out of or related to this Agreement and the grant award.
8. **Miscellaneous.** This Agreement shall be subject to the laws of the State of Michigan, with venue for any dispute to be in Charlevoix County. This Agreement shall be binding on all successors and assigns. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement supersedes all prior agreements between or among parties relating to the subject matter of this Agreement. No changes, modifications, or waivers are to be made to this Agreement unless evidenced in writing and signed

for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No provision of this Agreement shall inure to the benefit of any third parties so as to constitute any such person a third-party beneficiary of this Agreement. Each of the individuals executing this Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom he or she is signing. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures executing this Agreement may be delivered by email or facsimile transmission.

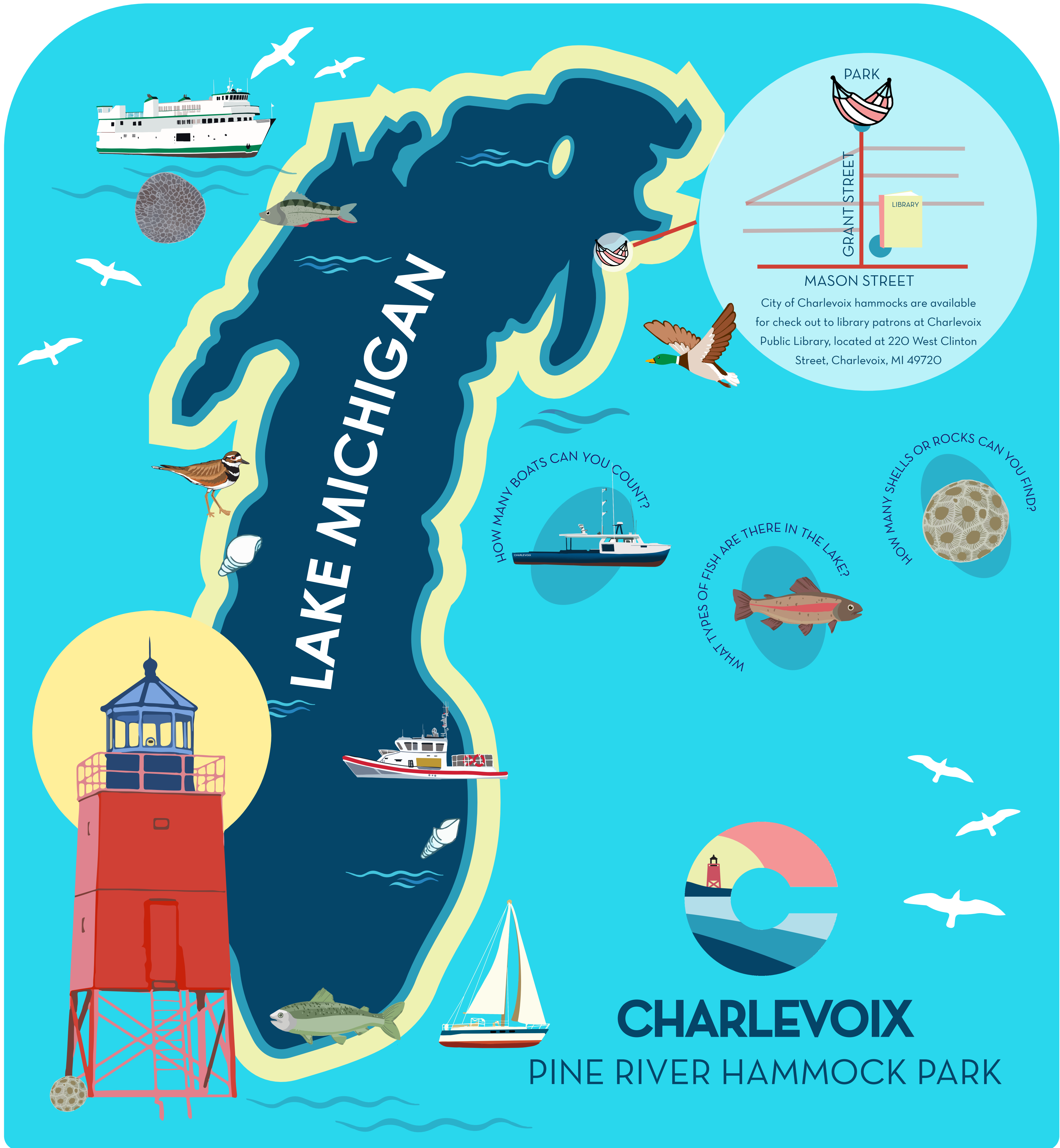
The Parties have executed this Agreement effective on the Effective Date.

CHARLEVOIX MAIN STREET DDA


Lindsey Dotson
Executive Director

GRAFFITEES


Laura Ben Moha
Owner



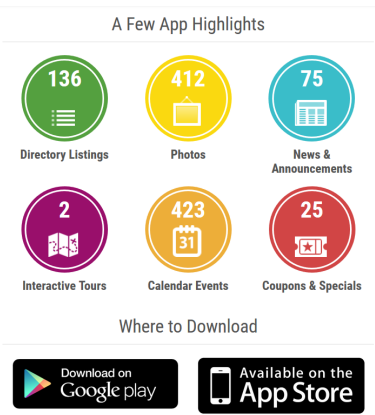
Welcome to the Pine River Hammock Park!

This project was completed by the Junior Main Street committee in 2020 consisting of students from Charlevoix High School as part of the Charlevoix Main Street Downtown Development Authority.

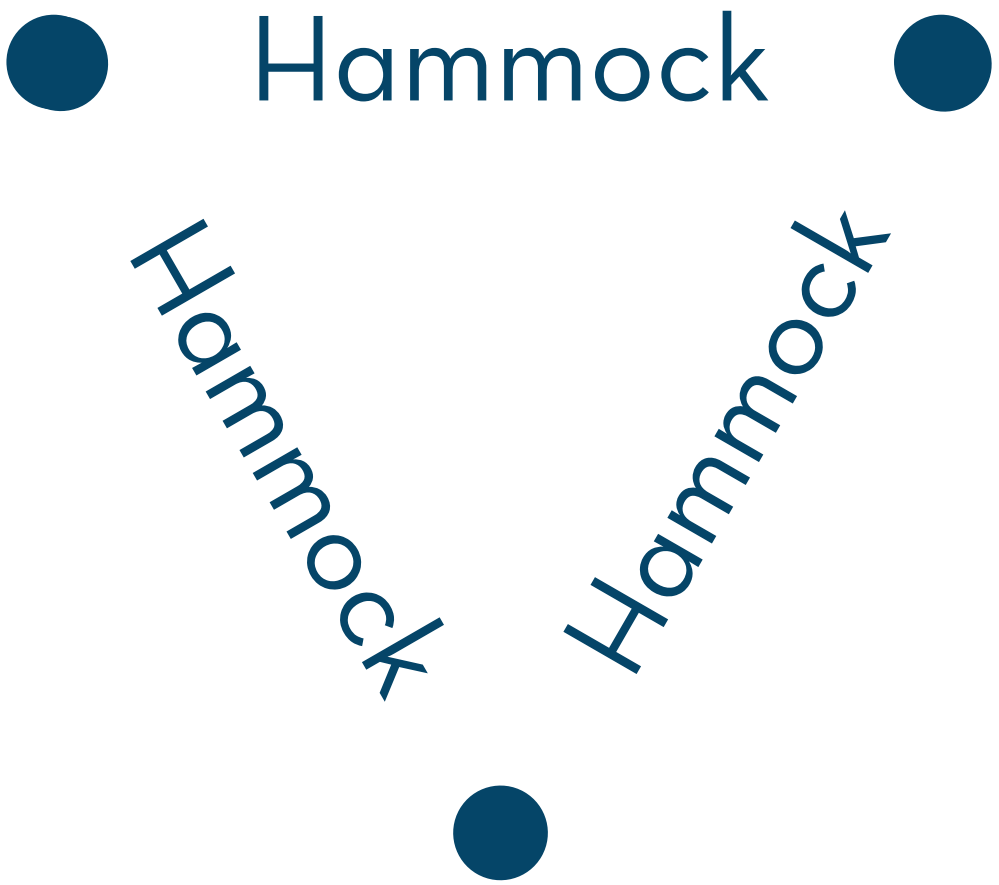
Please understand that you are responsible for your own safety. To properly install and use hammocks while in the park, securely attach one end of your hammock to the indicated loop of a hammock pole and attach the other end to an adjacent pole.

We would like to thank those who have donated to this project: Charlevoix's DCL, INC., Charlevoix Public Library, Friends of the Charlevoix Public Library, Greg and Brenda Bryan, Amy & David Gray, Charlevoix Rotary Club, Charlevoix Kiwanis Club

For more information about this project plus things to do in Charlevoix, download our free 'Life in Charlevoix' mobile app or visit downtowncharlevoix.com



Hammock Lounge



Relax and Enjoy

Please use at your own risk



