



Agenda
City of Charlevoix Downtown Development Authority Meeting
Monday, November 28, 2022 - 5:30 PM
Council Chambers, City Hall

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. Minutes
 - B. DDA Financial
- 6. Reports**
 - A. Director's Report
Lindsey Dotson, DDA Director
 - B. Bridge Park Building Update
Lindsey Dotson, DDA Director
- 7. Old Business**
 - A. Sustainable Built Environment Final Report
Lindsey Dotson, DDA Director
- 8. New Business**
 - A. Schedule Work Session
Lindsey Dotson, DDA Director
- 9. Public Comment**
- 10. Request for Future Agenda Items**
- 11. Board Comments**
- 12. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all

reasonable accommodations requests.

Charlevoix Downtown Development Authority

Consent Agenda

Title: Minutes

Date: November 28, 2022

Presented By:

Background:

Recommendation:

Attachments:

1. 10-24-2022 Regular Meeting Minutes
2. 8-25-2022 Executive Committee Minutes

City of Charlevoix
Downtown Development Authority Meeting minutes
Monday, October 24, 2022 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens

Members Present: Sam Bingham, Kirby Dipert, Liam Dreyer, Mayor Luther Kurtz, Annie Oosthuizen, Paul Silva

Members Absent: Ron Way

Staff Present: Lindsey Dotson, DDA Executive Director; Mark Heydlauff, City Manager

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Member Dreyer stated regarding the draft minutes (from September 26, 2022 under Section B. DDA Restructuring), he would have made a motion to rescind if he had been given the correct information by Member Dipert. Chair Owens stated that she contacted Eleanor "Coco" Siewart, Professional Registered Parliamentarian for the Michigan Municipal League, regarding the motion and if the motion could in fact could have been made. After consulting with Ms. Siewart, Ms. Owens stated that any member could have rescinded the motion at the next meeting, however since action had been taken regarding the motion, the motion could not have been made. Action was taken by the DDA submitting the letter requesting to graduate from MMS and then the State acknowledged the letter with the next steps. Member Dreyer requested the minutes be amended to include, "Member Dipert stated that a motion to rescind can be made anytime within a reasonable period of time but it has to be done by someone voting in the affirmative. Ms. Owens stated that any member of the board could have made a motion to rescind at the next meeting if no action was taken; however, the decision stands according to Robert's Rules.

Motion by Mayor Kurtz, seconded by Member Bingham to approve the Consent Agenda with the Regular Meeting minutes of September 26, 2022 amended as discussed.

Motion carried by unanimous voice vote.

A. DDA Financial

Motion to approve the Financial Report as presented.

B. Minutes - Regular Meeting

Motion to approve the minutes as amended.

C. Monthly Reports to MEDC

Motion to approve the August & September 2022 Monthly Reports to MEDC as presented.

D. Annual Report to Treasury

Motion to approve the Annual Report to Treasury (FY 22 TIF District PA 57 Annual Report Charlevoix) as presented.

E. Minutes - Work Session

Motion to approve the work session minutes of September 23, 2022 as presented.

6. Reports

A. Director's Report

Lindsey Dotson, DDA Director

Director Dotson asked if any Board Members were interested in attending the State of the Community on November 2, 2022, and if needed, she could arrange for a table for DDA members. Director Dotson announced that on September 27, 2022, there was the ribbon cutting for Bella's Pizzeria. Chair Owens questioned a comment made by Director Dotson that Redevelopment Ready Communities certification and/or engagement is no longer required to receive state funding and/or incentives. Director Dotson stated that MEDC had stated that because there were so many communities that were either engaged or certified in the RRC program, there was no longer a requirement for funding or incentives.

7. Old Business

A. Mason Street Infrastructure Updates

Mark Heydlauff, City Manager

City Manager Mark Heydlauff reviewed the background information provided in the agenda packet regarding the Mason Street infrastructure upgrades. He stated the reconstruction of Mason Street is necessary to reconstruct the rest of Antrim Street and it also made sense to look at the Mason Street parking lot. He stated it would be the recommendation of City staff to publish the bid for the construction of Mason Street in December with bidding on the parking lot as an alternative (cost estimate of \$500,000 for the street itself and \$700,000 for the parking lot). Mr. Heydlauff responded to questions from the Board Members and discussion followed regarding a potential contribution from DDA funding towards this project.

Chair Owens opened the item for public comment, none were heard.

Motion by Member Dipert, seconded by Mayor Kurtz to offer \$100,000 from DDA funds toward the enhancement project and alleyway off Mason Street. Mayor Kurtz requested to amend the motion to include all of the pavers on Mason Street that are included in the Alleyway Improvement Plan and that it has to be completed in 2023, seconded by Dipert.

Yeas: Bingham, Dreyer, Dipert, Kurtz, Oosthuizen, Owens, Silva

Nays: None

Absent: Way

Motion carried.

B. Budget Obligations Update

Lindsey Dotson, DDA Director

Mayor Kurtz questioned the cost for the remainder of the design/engineering costs for the remainder of the alleyways in the Alleyway Improvement Plan and Mr. Heydlauff stated that typically the cost for design/engineering services is 7-10% of the total cost of the project. Mr. Heydlauff stated that the VanPelt Alley portion included going from asphalt to brick pavers and not underground utility work, and his estimate for those engineering costs would be \$50,000. The Board concurred to add this item to the discussion for the upcoming budget.

Chair Owens stated that they were going to add \$50,000 for the engineering costs associated with Van Pelt Alley and the other half from Clinton to Mason to the Future Commitments portion of the budget. Director Dotson stated that she had removed the Library contribution amount of \$58,500 from the Future Commitments and the Chamber line should reflect \$15,000 rather than \$1,500. Discussion followed regarding housing incentives.

Mayor Kurtz left the meeting at this time (6:31 p.m.) and thanked everyone as this was his last DDA meeting.

Chair Owens opened the item for public comment, none were heard.

C. Portable Restrooms

Lindsey Dotson, DDA Director

Director Dotson reviewed two estimates from companies that could provide different types of port-a-john units. Member Silva stated that he had brought this up as a need due to a shortage of public restrooms in the downtown area and they were exploring the idea of a permanent structure with plumbing and electrical which came up to an estimated cost of over \$100,000 and then the discussion changed to providing nicer port-a-johns. Discussion followed regarding potential locations for the port-a-johns.

D. Downtown Housing Incentive Program

Lindsey Dotson, DDA Director

The item was previously discussed.

8. New Business

A. Igloos

Lindsey Dotson, DDA Director

Director Dotson summarized the history and issues regarding the igloos used in the winter. The proposed new location for the igloos is the patio space of J. Bird Provisions. Discussion followed regarding borrowing, selling or renting the igloos to J. Bird Provisions.

Chair Owens opened the item for public comment, one was heard.

Motion by Member Dipert, seconded by Member Oosthuizen to ask the Parks Department if they have an interest in the igloos and if that doesn't work, then allow J. Bird Provisions the opportunity to make an offer to purchase the igloos.

Motion carried by unanimous voice vote.

B. Renewal of Property Management Agreement

Lindsey Dotson, DDA Director

Motion by Member Bingham, seconded by Member Oosthuizen to approve the renewal of the property management agreement in its current form for another year with Northwest Rentals for the Bridge Park Building.

Motion carried by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

The meeting was adjourned at 6:51 p.m.

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.

**CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY
EXECUTIVE COMMITTEE MEETING
Thursday, August 25, 2022 at 3:15 p.m.
210 State Street, Charlevoix, Michigan
Council Chambers**

The meeting was called to order at 3:16 p.m. by Chair Owens.

1. Call to Order

2. Roll Call

Chair:	Maureen Owens
Members Present:	Ron Way, Kirby Dipert
Members Absent:	Luther Kurtz
City Staff:	Lindsey Dotson, Executive Director
Others Present:	Tim McQueer

3. New Business

a. Nomi Maids Lease Discussion

Chair Owens provided an update that Nomi Maids, who is occupying the middle space in the Bridge Park Building, was requesting to end their lease early and offered to pay six months' rent.

Motion by Member Dipert, second by Member Way, to collect six months' rent and end the lease agreement with Nomi Maids. Motion passes unanimously.

4. Adjourn.

Meeting adjourned at 3:21 p.m.

Lindsey J. Dotson Executive Director

Maureen Owens Chair

Charlevoix Downtown Development Authority

Consent Agenda

Title: DDA Financial

Date: November 28, 2022

Presented By:

Background:

Recommendation:

Attachments:

1. Draft 23-24 Budget

**CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY FUND
2023-24 BUDGET**

	2021-22 Actual	2022-23 Budget	2022-23 Est. Actual	2023-24 Budget
REVENUES				
CURRENT PROPERTY TAX	39,330	40,400	43,949	43,900
PROPERTY TAX - CAPTURE LOCAL	453,335	453,300	508,023	508,000
DELINQUENT PROPERTY TAX COLLECTED	501	-	-	-
IFT/CFT TAXES	771	-	820	800
PENALTY - PROPERTY TAX	155	100	100	100
FEDERAL / STATE / OTHER GRANTS	112,323	15,000	18,959	18,000
INTEREST EARNINGS	929	1,000	1,000	1,000
RENTS & ROYALTIES - SUNSHINE	1,000	1,000	1,000	1,000
RENTS & ROYALTIES - BIBCO LEASE	32,401	33,600	33,628	41,200
RENTS & ROYALTIES - ROUND LAKE GROUP	-	15,300	15,300	15,300
RENTS & ROYALTIES - LC BREWERS	-	15,300	-	-
RENTS & ROYALTIES - LONG RD DISTILL	14,960	-	15,300	15,300
RENTS & ROYALTIES - BRIDGE PARK	-	-	-	-
MISCELLANEOUS - THE VAULT	13,787	17,000	17,000	17,000
MISCELLANEOUS & IWF REIMBURSEMENT	1,810	14,300	14,300	14,300
CONTRIBUTION - OTHER SOURCES	14,083	-	-	-
CONTRIBUTION - TREE LIGHTS	399	-	400	-
CONTRIBUTION - MAIN STREET	4,302	-	2,000	-
CONTRIBUTION - PERFORMANCE PAVILION	1,960	6,000	6,000	6,000
TRANSFER FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUES	\$ 692,044	\$ 612,300	\$ 677,779	\$ 681,900

EXPENSES				
SALARIES & WAGES	45,565	50,000	50,078	51,800
WAGES - ICMA	4,771	5,200	5,258	5,400
SALARIES & WAGES - TEMPORARY	-	-	-	-
EMPLOYEE FRINGE BENEFITS	35,541	39,000	39,061	40,400
OPERATING SUPPLIES	11,297	9,400	9,394	9,500
OPERATING SUPPLIES - THE VAULT	12,793	17,000	17,000	17,000
IWF MAINTENANCE	-	6,000	6,000	6,000
MARKETING & PROMOTIONAL SERVICES	35,618	28,300	28,250	28,300
PROMOTION COMMITTEE EXPENSES	15,238	7,300	7,300	7,300
ORGANIZATION COMMITTEE	648	500	500	500
BUSINESS RECRUITMENT/RETENTION	75,596	-	-	-
CONTRACTUAL SERVICES	29,974	30,700	30,700	30,700
DESIGN COMMITTEE	17,870	15,600	15,586	15,600
DESIGN CAPTIAL IMPROVEMENTS	-	-	-	-
LEGAL SERVICES	2,187	500	500	500
TELEPHONE	1,084	1,900	1,900	2,000
CONFERENCE & TRAVEL	2,055	1,000	1,000	1,000
PRINTING & PUBLISHING	-	-	-	-
INSURANCE & BONDS	1,749	1,800	2,430	2,500
REFUNDS - PROPERTY TAX & TIFA	4,173	6,000	6,000	6,000
MAINTENANCE - BRIDGE PARK BUILDING	3,078	5,000	5,000	5,000
MISCELLANEOUS	6,973	100	100	100
MISCELLANEOUS - MAIN STREET	13,460	500	500	500
LIBRARY CONTRIBUTION	30,000	30,000	30,000	30,000
TRANSFER TO OTHER FUNDS	2,176	-	1,594	101,600
TRANSFER TO OTHER FUNDS (MARINA)	336,200	336,100	336,100	335,400
TOTAL EXPENSES	\$ 688,045	\$ 591,900	\$ 594,250	\$ 697,100

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 3,999	\$ 20,400	\$ 83,528	\$ (15,200)
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YEAR END BALANCES				
FUND BALANCE / NET POSITION BEGINNING OF YEAF	3,160,248	3,339,430	3,164,247	3,247,775
CHANGE IN FUND BALANCE / NET POSITION	3,999	20,400	83,528	(15,200)
FUND BALANCE / NET POSITION	\$ 3,164,247	\$ 3,359,830	\$ 3,247,775	\$ 3,232,575

CASH & INVESTMENTS	\$ 260,201	\$ 317,871	\$ 343,729	\$ 328,529
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* Note: Cash includes \$50,000 investment

Charlevoix Downtown Development Authority

Reports

Title: Bridge Park Building Update

Date: November 28, 2022

Presented By: Lindsey Dotson, DDA Director

Background:

The space that was vacated by Nomi Maids in August has a new tenant, Sada Crawford, who is an artist using the space as a studio and an eventual shop. Attached is a draft of the lease that needs some minor corrections before being finalized.

Recommendation:

No action is necessary.

Attachments:

1. Lease

COMMERCIAL LEASE AGREEMENT

This Lease made this 15 th day of November, 2022 by and between, Charlevoix DDA 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and Cynthia Crawford 108 Petoskey Ave, Charlevoix, MI 49720 here in after designated as the TENANT.

WITNESSETH: The Landlord owns certain real property commonly known as 103 Bridge Park Drive, Charlevoix, MI 49720 (the "Real Estate").

DESCRIPTION

WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described Premises situated in the City of Charlevoix, Charlevoix County, Michigan.

To wit: That the Real Estate comprising of the north portion of the southside of the building as well as together with the storage areas to be secured by Tenant. A sketch of the area is attached hereto as Exhibit A ("Leasehold Realty" or "Premises"). If an additional tenant leases space in the building, the storage area shall be modified as reasonably determined by Landlord and tenant. Any such additional tenant must be approved by landlord.

TERM

For the period of 1 years commencing on the 15th day of November, 2022 and terminating at 11:59 PM on 14th of October, 2023. Additional term(s), should the parties decide to extend the duration of the lease, shall be at terms and conditions agreeable, in writing, to both parties. Rent to be prorated for November.

BASIC RENT

Tenant agrees to pay to Landlord as base rent for the Leasehold Realty the following: \$650.00 dollars per month, payable, in advance, or on the first of each month, commencing on December 1, 2022. The base rent for any additional term(s) shall as be agreed upon in writing by both parties. Failure to pay the required monthly base rent on or before the sixth day of the month when due shall result in Tenant owing to Landlord a late payment fee equal to \$50.00. In addition, if the rent then due is not received by the 6th day of the month then interest shall accrue on the amount then past due, from and after the date when due, at the rate of eighteen (18%) percent per annum, until such amount is paid in full. Tenant shall be responsible for any applicable sales tax.

ADDITIONAL RENT - UTILITY CHARGES. ETC.

Tenant agrees to pay, as additional rent, gas, electric utility, water, sewer services, and garbage removal, if they choose a garbage service and a portion of plowing shared with neighbor.

ADDITIONAL RENT - HAZARD INSURANCE AND TAXES

Tenant shall also pay all personal property taxes attributable to its business operation and occupancy.

In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance that the Tenant may cause based on their usage against loss by fire that may be charged during the term of the lease on the amount of insurance now carried by Landlord on the Premises and on the improvements situated on said Premises resulting from the business carried on in the leased Premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

LIABILITY INSURANCE

Tenant shall indemnify and hold Landlord harmless from any liability for damages to any person or property in, on or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, or invitees, and Tenant agrees that it will at all times during the term hereof, carry maintain hereunder, for the mutual benefit of Landlord and Tenant, naming Landlord and Tenant as insured parties, a general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the Leasehold Realty, or in, on or about the streets, sidewalks, or Premises adjacent to the Leasehold Realty. Such insurance shall afford protection to the limit of not less than \$1,000,000 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies.

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

MAINTENANCE AND REPAIRS

Tenant covenants and agrees that the Tenant shall, through the term of this Agreement, at Tenant's sole cost and expense, take good care of the Leasehold Realty, including the buildings and improvements now or at any time erected there on and keep in good order and condition. Tenant is also responsible to repair anything that they damage as a result of their activity.

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

failure to pay.

If Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 12% per annum from the date of such payment or expenditure by Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

All payments of rent or other sums to be made to the Landlord shall be made to 203 Bridge Street, Charlevoix, MI 49720, or at such place as the Landlord shall designate in writing from time to time.

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

ASSIGNMENT

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

BANKRUPTCY AND INSOLVENCY

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

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied for retail shop(s) and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at its

option terminate this Lease forthwith and re-enter and repossess the leased Premises.

DAMAGE AND DESTRUCTION

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

REPAIRS AND ALTERATIONS

The Tenant further covenants and agrees that he will, at his own expense, during the continuation of this Lease, keep the said Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alteration, additions or improvements to said Premises, other than those provided on page 4 and attached drawing, without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease, without molestation or injury, including but not limited to any floor covering which may be installed by Tenant.

The Tenant covenants and agrees that if the demised Premises consist of only a part of the structure owned or controlled by the Landlord, the Landlord may enter the demised Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of the parts of the Landlord's building.

EMINENT DOMAIN

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

RESERVATION

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

CARE OF PREMISES

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

LIABILITY

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

CONDITION OF PREMISES AT TIME OF LEASE

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

RE-RENTING

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

HOLDING OVER

It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month-to-month in the absence of a written agreement to the contrary. The monthly rent in this case shall be in the amount of \$950.00 per month.

MECHANICS LIENS

Tenant shall not suffer or permit any mechanics liens to be filed against the Premises or any part of the building thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Premises or building, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or by such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a

lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of eighteen percent (18%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

ADVERTISING DISPLAY

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

WASTE

The Tenant covenants no to do or suffer any waste or damage, disfigurements or injury to any building or improvements now or hereafter located on the Leasehold Realty, or the fixtures and equipment thereof, or permit or suffer any overloading or the floors thereof.

ACCESS TO PREMISES

The Landlord shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 18% per annum, and if he shall make default in such payment the Landlord shall have remedies provided in the paragraph regarding Default and Remedies.

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

RE-ENTRY

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

EXPENSES - DAMAGES RE-ENTRY

In the event that the Landlord shall, during the period covered by this Lease, obtain possession of said Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession

of said Premises, and also all expenses and commissions which may be paid in and about the letting of the same, including all other damages resulting therefrom.

QUIET ENJOYMENT

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

WAIVER

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

DEFAULT

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

REMEDIES

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

a. Landlord may immediately terminate this Lease and hold Tenant liable for any balance of rent reserved hereunder for the rest of the term which may remain unsatisfied or unpaid. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leasehold Realty and reasonable attorney fees incidental thereto.

b. Landlord shall have the immediate right of re-entry should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, relet the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and attorney fees suffered in recovering and reletting the Leasehold Realty; second, to the payment of any reasonable costs of such reletting, including the cost of any brokerage fees and reasonable alterations and repairs to the Leasehold Realty; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rents as the same become due and payable hereunder.

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

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

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

d. Landlord shall have the right upon default of Tenant, to collect all rent due from Tenant for the balance of the term of this Lease.

e. All rights and remedies of the Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to injunctive relief.

SECURITY DEPOSIT

Landlord acknowledges receipt of (650.00) Dollars as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements; although Landlord may so apply this security at its option. The Landlord's right to the possession of the Leasehold Realty for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds the security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of covenants, conditions and agreement of this Lease, is to be returned to Tenant when this Lease is terminated. In no event is the security to be returned until Tenant has vacated the Leasehold Realty and delivered possession to the Landlord.

In the event that the Landlord repossesses itself of the Leasehold Realty because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the security upon all

damages suffered to the date of said repossession and may retain the security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. The Landlord shall not be obliged to keep the security as a separate fund, but may mix the security with its own funds.

ESTOPPEL CERTIFICATE

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

DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

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

SHARED LAVATORY FACILITY

Tenant shall share the washroom with the adjoining tenant.

NOTICES

All notices under this Lease shall be deemed sufficient notice and service thereof if such notice is sent to the Tenant, is in writing and addressed to the Tenant at his last known Post Office address or at the leased Premises. Notice to the Landlord shall be in writing and addressed to the last known Post Office address of the Landlord. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord where the Tenant or Landlord is more than one person. Notices shall be sent by certified mail, return receipt requested.

Tenant shall have 14 days from any notices of a monetary default to bring rent current and shall have 30 days to cure any non-monetary default.

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

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

assigns.

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

WITNESSED BY:

"Tenant"

X Cynthia Crawford

Subscribed and sworn to before me this ____ day of _____, 2015,
by _____ for and behalf of _____.

Notary Public
Charlevoix County,
My Commission Expires:

WITNESSED BY:

"Landlord"

It's Partner

WITNESS:

LANDLORD:

Maureen Owens

datloop verified
11/17/22 9:21 AM EST
1CHQ-053A-3RAJ-KJ4A

Charlevoix Downtown Development Authority

Old Business

Title: Sustainable Built Environment Final Report

Date: November 28, 2022

Presented By: Lindsey Dotson, DDA Director

Background:

Attached is the final version of the report we received from Michigan State University after an extensive period of community input and consulting with MDOT regarding changes that could improve the pedestrian experience on Bridge Street in the downtown area.

MSU Extension (MSUE) and the School of Planning, Design and Construction (SPDC) have jointly developed the Sustainable Built Environment Initiative (SBEI) to address sustainability challenges and improve the quality of life in Michigan's communities. The partnership allows for an integrated approach to solving complex community problems through the diverse expertise found within the School of Planning, Design and Construction along with MSUE's institutes and Extension educators. The Sustainable Built Environment Initiative focuses on projects that integrate planning and design elements within a sustainability framework.

The Charlevoix Main Street DDA partnering with the City of Charlevoix requested assistance from SBEI to develop a vision for the Charlevoix downtown area. The goal was to use this visioning process to create a more attractive and vibrant place for people to live, work and play. The project area was the streetscape corridor of downtown along Bridge Street between Antrim Street and Park Ave.

Project Objectives

- Reimagine the pedestrian experience downtown
- Enhance outdoor space within the streetscape
- Consider walkability and placemaking approaches
- Emphasize safe pedestrian movements and crossing points

Goals and Objectives



GOAL #1: STREETSCAPE AND SAFETY

- Create a safe and efficient space for both motorized transit and pedestrian experiences
- Increase safety by protecting pedestrians and cyclists from motor vehicles by improving visibility for crossing streets
- Enhance connectivity between people and places on the project site
- Improve and emphasize community assets by improving visual and physical accessibility



GOAL #3: PLACEMAKING/IDENTITY

- Enhance the sense of place for both visitors and residents alike
- Treat the street as a livable space with diverse set of amenities
- Consider future development while supporting existing businesses and patrons
- Draw inspiration from the local community to create a cohesive development plan
- Consider tactical urbanism to explore future development opportunities



GOAL #2: SUSTAINABILITY

- Steward the natural environment in all aspects of the design process
- Recycle and reuse materials for unique streetscape amenities
- Use native plants to promote the local ecosystem
- Utilize environmentally responsible design principles
- Prepare for climate change by using sustainable and resilient design



GOAL #4: VISUAL QUALITY

- Enhance the aesthetic value of the community's natural and built environment
- Improve street character by adding diverse design amenities
- Utilize paving design, outdoor furnishings, and lighting to make a cohesive visual quality

The design considerations and planning recommendations prepared by the MSU team are based on the Pedestrian Safety Study Report that was provided by 3MPH Planning + Consulting, I.A. Lewin. P.E., and Associates published in November 15, 2021. The purpose of the pedestrian safety study project was “to study pedestrian safety along Bridge Street (US- 31) in downtown Charlevoix, Michigan” (page 4). The key problems identified in the study (page 9) include:

- Poor visibility at mid-block crossing
- Tension between drivers and pedestrians/tourists and locals
- Inattentive pedestrians
- Drivers not yielding
- Delays due to drawbridge frustrate drivers; pedestrians compound impatience
- Jaywalking
- Near misses

The study outlines a “Framework to introduce more order and predictability along the corridor” (page 13).

Starting on page 45 of our report is a table of planning recommendations along with possible resources to help that initiative move forward. We can review these items during the meeting and outline some initiatives that could happen sooner than later, and develop a plan for moving forward along with other items related to the first SBEI report/Alley Corridor Vision. Since MDOT was also studying this topic, it would be useful to meet with them to learn of any intentions about moving forward with recommendations from their report, so that we can identify gaps that could be spearheaded locally, in partnership with MDOT.

Recommendation:

Board discussion.

Attachments:

1. 9.21.22 Charlevoix SBEI Final Report

Charlevoix Downtown Visioning Project
Charlevoix, MI
Sustainable Built
Environment Initiative
September 2022

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Acknowledgements



Local Partners

The Charlevoix DDA, the City of Charlevoix, City Manager Mark L. Heydlauff, DDA Chair Maureen Owens, and Executive Director Lindsey J. Dotson played vital roles in making this project possible. We express our sincere gratitude to all of them.

MICHIGAN STATE
UNIVERSITY

School of Planning, Design
and Construction

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MSU Extension

Mary Reilly

Special Thanks

The MSU Project Team would like to express their gratitude to the various stakeholders who attended the Community Visioning Meeting, Preliminary Design Meeting, Final Presentation Meeting and/or provided feedback during the process to make this project possible. In addition, we would like to convey special thanks to Lindsey J. Dotson, DDA executive director for serving as our lead contact for this project.

MICHIGAN STATE
UNIVERSITY

Extension



Introduction

Introduction

MSU Extension (MSUE) and the School of Planning, Design and Construction (SPDC) have jointly developed the Sustainable Built Environment Initiative (SBEI) to address sustainability challenges and improve the quality of life in Michigan's communities. The partnership allows for an integrated approach to solving complex community problems through the diverse expertise found within the School of Planning, Design and Construction along with MSUE's institutes and Extension educators. The Sustainable Built Environment Initiative focuses on projects that integrate planning and design elements within a sustainability framework.

OBJECTIVES OF THE SBEI

- Work with communities to develop sustainable planning and design ideas for local issues and opportunities
- Build consensus and generate ideas to address challenging sustainability concerns
- Act as a bridge between communities and planning and design professionals

Please Note: The design recommendations in this report are intended to be conceptual and visionary. As a tool for consensus building, this report does not include an environmental, technical or market feasibility analysis or cost estimates necessary for final design recommendations.



Kick off meeting

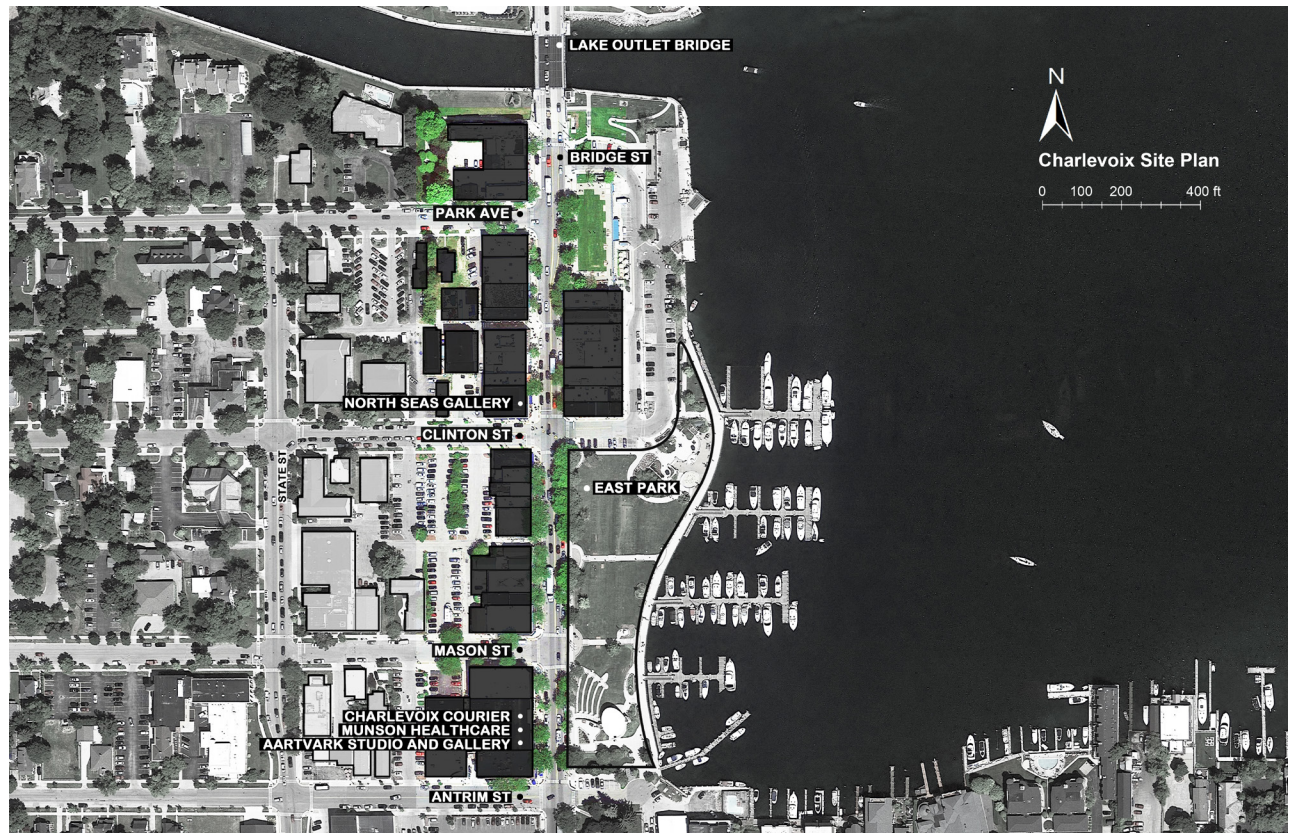
Project Overview

The Charlevoix Main Street DDA partnering with the City of Charlevoix requested assistance from SBEI to develop a vision for the Charlevoix downtown area. The goal was to use this visioning process to create a more attractive and vibrant place for people to live, work and play. The project area was the streetscape corridor of downtown along Bridge Street between Antrim Street and Park Ave.

Project Objectives

- Reimagine the pedestrian experience downtown
- Enhance outdoor space within the streetscape
- Consider walkability and placemaking approaches
- Emphasize safe pedestrian movements and crossing points

Seven sites along Bridge Street were selected for applying community goals. These sites were selected based on their identification in community conversations and their potential for meeting community goals through creative reuse. The selected sites serve as examples of how the recommendations can be applied. The MSU team applied the Pedestrian Safety Study Report provided by 3MPH Planning + Consulting, I.A. Lewin, P.E., and Associates published in 2021 as the basis of design solutions along Bridge street for crossings and intersections.



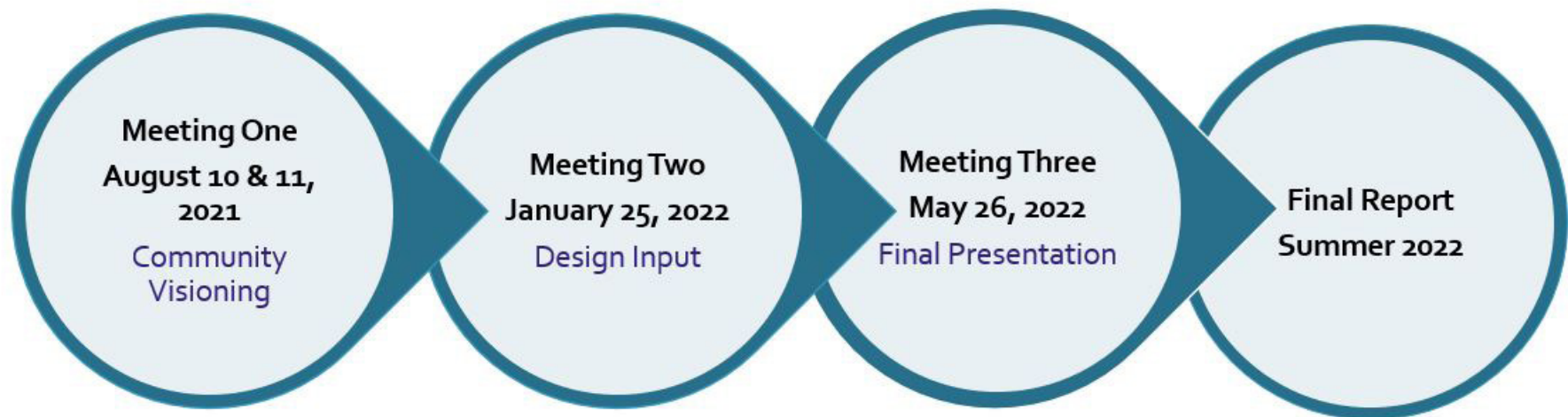
Study Site

Ultimately, the community feedback focuses on four themes with which to move forward: Streetscape and Safety, Sustainability, Placemaking/ Identity, and Visual Quality. With a thorough and collaborative process, the MSU team worked with the Charlevoix Area community to address these objectives and formulate an action plan of realistic solutions to achieve a more sustainable built environment.

Process

Visioning Sessions, Preliminary Recommendations, Final Plan Presentation, Implementation

To achieve a plan for the corridor accurately representing the interests of the community, a three-meeting input process was adopted. On August 10 and 11, 2021 two stakeholder meetings and one community wide workshop were held as a preliminary opportunity for the residents of Charlevoix to discuss what the future of the downtown should become. With the input of local representatives, these meetings acted as a forum for community leaders and citizens to make suggestions concerning safety, function and aesthetics along Bridge Street. The second meeting was held January 25, 2022. Its primary purpose was to present preliminary recommendations and designs for the area, and to begin gathering community feedback. At the third and final meeting on May 26, 2022 the final design images and planning recommendations were presented to the public.



Inventory & Analysis

Existing Site Conditions

Specifically, the project focused on the street corridor along Bridge Street between Antrim Street and Park Ave. The project area was examined within its surrounding context and in relation to nearby community assets.

Key considerations included: current land use patterns, potential future uses and redevelopment, current and future visual character, wayfinding, creation of places for activities to take place, access to retail and commercial uses, improved walkability, re-thinking of key spaces, and overall beautification.

The corridor has a number of community assets including the marina, a variety of retail establishments, restaurants, cafes, outdoor music, and community gathering spaces, all within close proximity to Lake Michigan. These assets are in place for the corridor to be an attractive destination for residents and visitors alike.



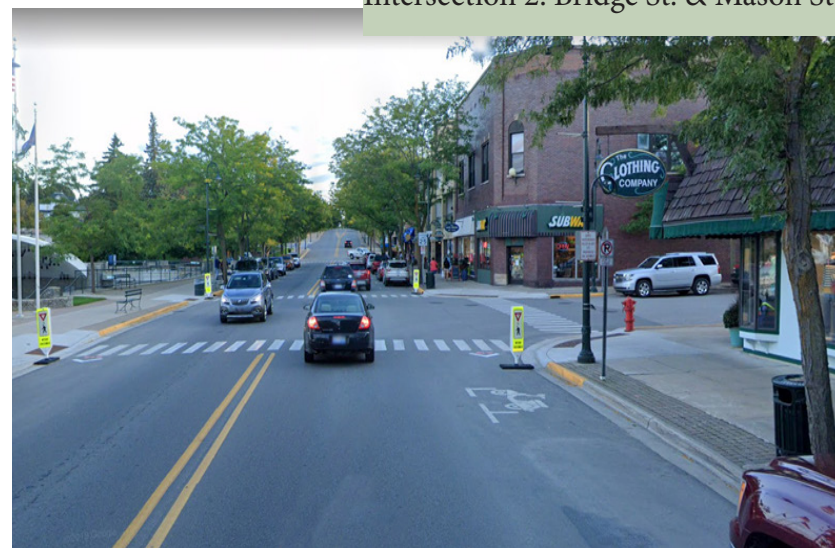
Mid Block crossing at Bridge St.

Existing Conditions Images

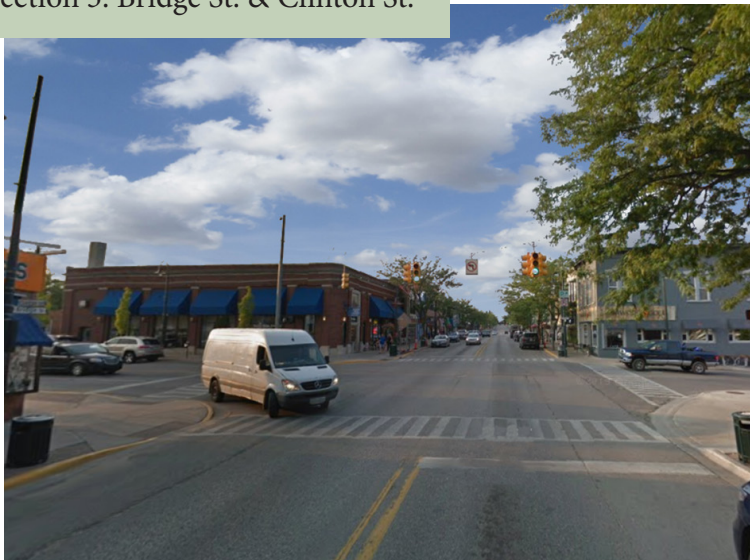
Intersection 1: Bridge St. & Antrim St.



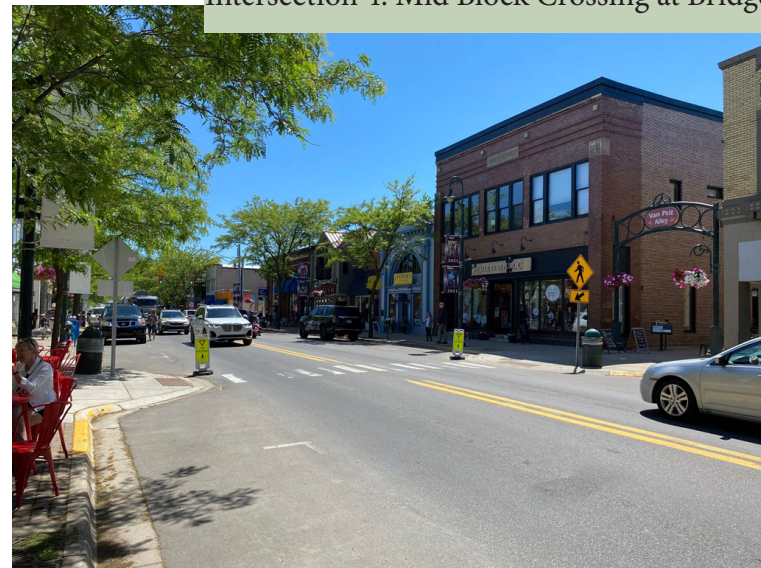
Intersection 2: Bridge St. & Mason St.



Intersection 3: Bridge St. & Clinton St.



Intersection 4: Mid Block Crossing at Bridge



Existing Conditions Images

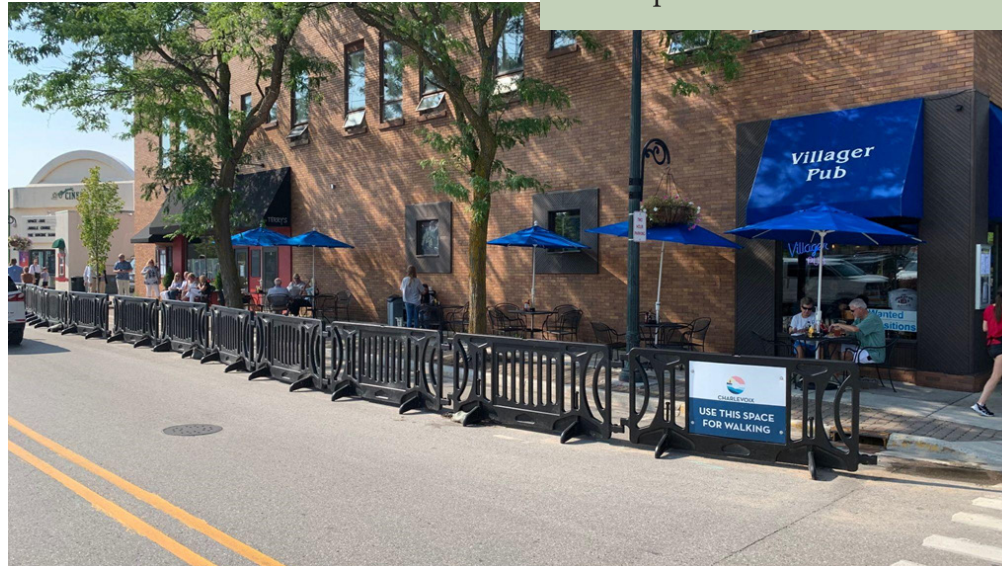
Streetscape 1: Bridge St. S of Clinton St.



Streetscape 2: Bridge St. N of Mason St.



Streetscape 3: Antrim St.





Community Input

Community Input

Meeting One: Community Visioning

The kick off meeting for the Charlevoix Downtown Visioning Project took place over two days. On August 10 and 11, the MSU team met with two small groups of stakeholders. The purpose of these meetings were to get feedback from the owners of restaurants and retail shops along Bridge Street. Their feedback provided an in depth understanding about the street, outdoor dining along it, and other pressing issues in the downtown.

The community wide workshop was arranged separately on August 10 at the Charlevoix Public Library. MSU faculty presented an overview of the SBEI process and a map of the project site. Participants used sticky notes and feedback forms to provide input for the Charlevoix Downtown Visioning Project area. First, participants were asked to use sticky notes to describe in one word or phrase how they see the downtown now versus how they would like to see it in the future. Then on worksheets, participants were asked to discuss three questions.

Discussion Questions:

1. What are you proud of about the downtown and immediate area?
2. What are you sorry about the downtown and immediate area?
3. What would you like to see as you float over the downtown 15 years from now in a hot air balloon?



Kick off meeting



Meeting with stakeholder group

Visioning Input Summary

Meeting One: Community Visioning



Charlevoix Downtown as it is now

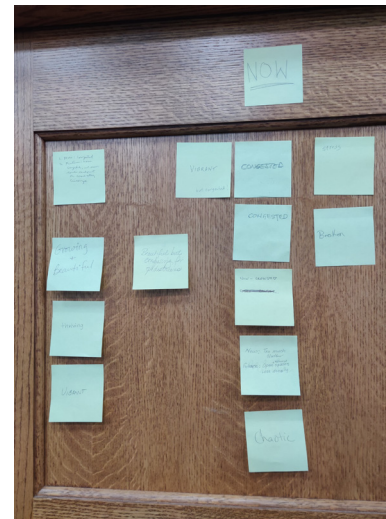


Charlevoix Downtown as you want to
see it in the future

Upon arrival, participants used sticky notes to respond to the following prompt:

Please write a one word description of the Charlevoix Downtown as it is now, and one word as you want to see it in the future, and post it onto the wall.

The figures on the left show wordclouds of the most prominent responses to the prompt. Wordclouds show the frequency of responses by size, with larger sizes indicating the greater frequency.



Visioning Input Summary

Meeting One: Community Visioning

To prompt group discussion, during Meeting One, participants were asked to write down their answers to the following questions:

1. What are you proud of about the downtown and immediate area?
2. What are you sorry about the downtown and immediate area?
3. What would you like to see as you float over the downtown 15 years from now in a hot air balloon?

The most prominent responses to each question are represented in the Wordclouds.



What are you proud of about the downtown?



What are you sorry about the downtown?



What would you like to see as you float over the downtown 15 years from now in a hot air balloon?

Community Input

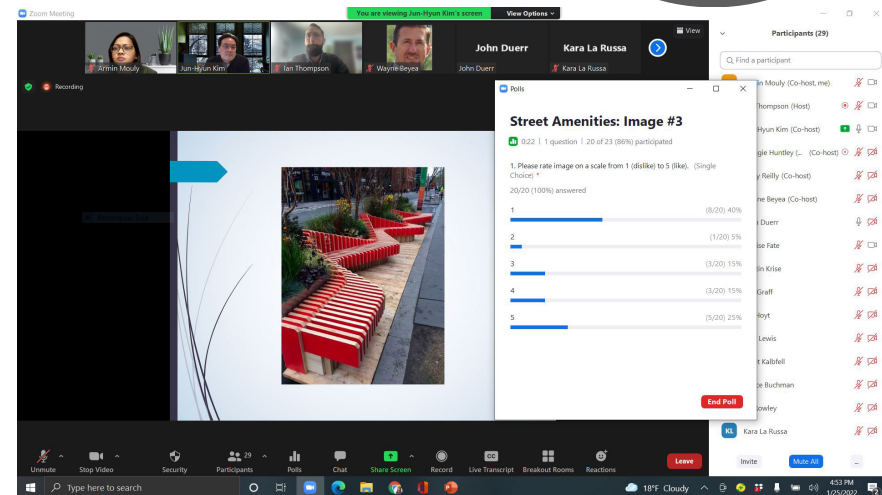
Meeting 2 Design Input

On January 25, 2022, MSU hosted a second meeting where 29 people participated over zoom. The MSU team presented design options along with character images using different aesthetic features found in other communities. First, the participants voted on the character images and rated them on a scale of 1 to 5 (1 for dislike; 5 for like). Then they were split into three separate break out rooms to discuss the design images shown in the presentation in more detail. Attendees responded to a prompt in the breakout rooms:

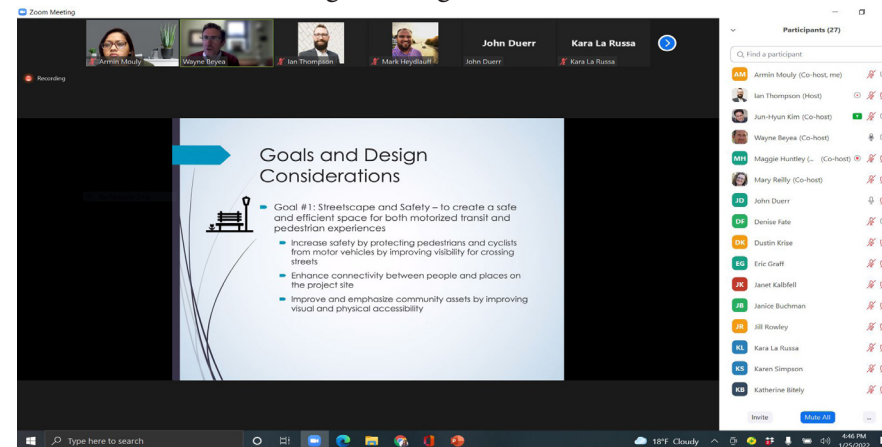
- **What are your general impressions of the design images?**

After the breakout room session, the design images were displayed on a google jam board. The participants gave their feedback on the images using the chat feature of zoom. Participant feedback was displayed on virtual sticky notes and then posted on the design images within the google jam board.

The MSU team conducted a post meeting survey after meeting 2 which resulted in further input and greater participation. In the post meeting survey participants responded to the designs with feedback using the same prompt.



Screenshots taken during meeting 2

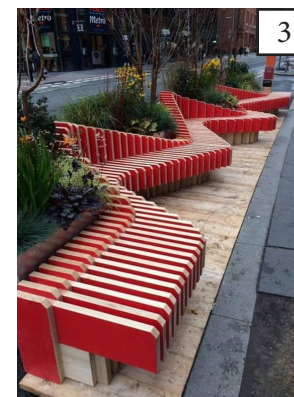
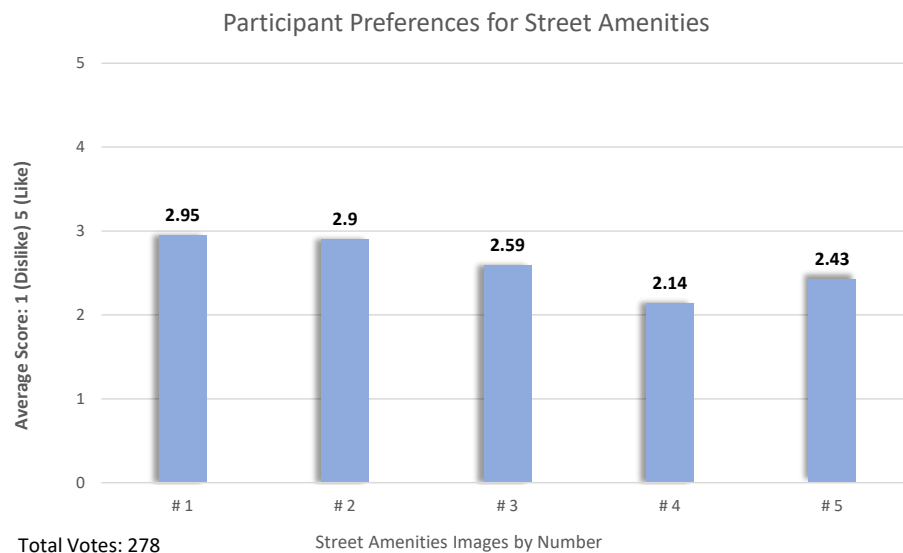


Screenshots taken during meeting 2

Community Input

Street Amenities

During meeting 2, participants were asked (using the poll feature via Zoom) to rate example character images. These character images included design elements that would enhance street amenities, streetscape & placemaking, intersections, street planting & design, and tactical urbanism. Each participant rated the image shown on a scale of 1-5 (1 for dislike; 5 for like). In reference to the street amenity character images, the high preference images were image 1 and 2 while the low preferred images were image 4 and 5.

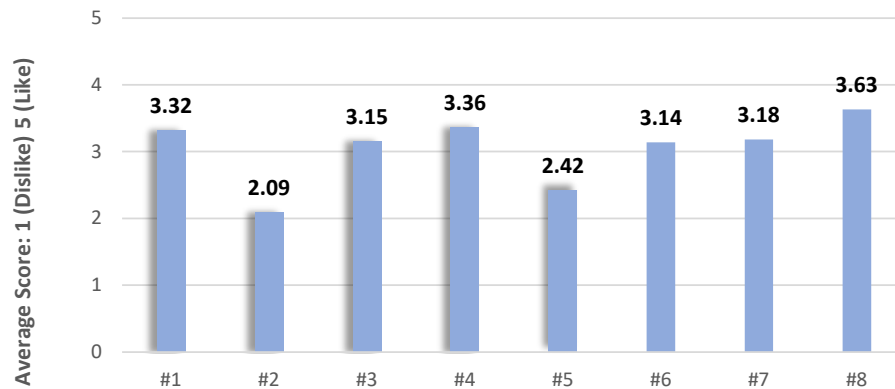


Community Input

Streetscape & Placemaking

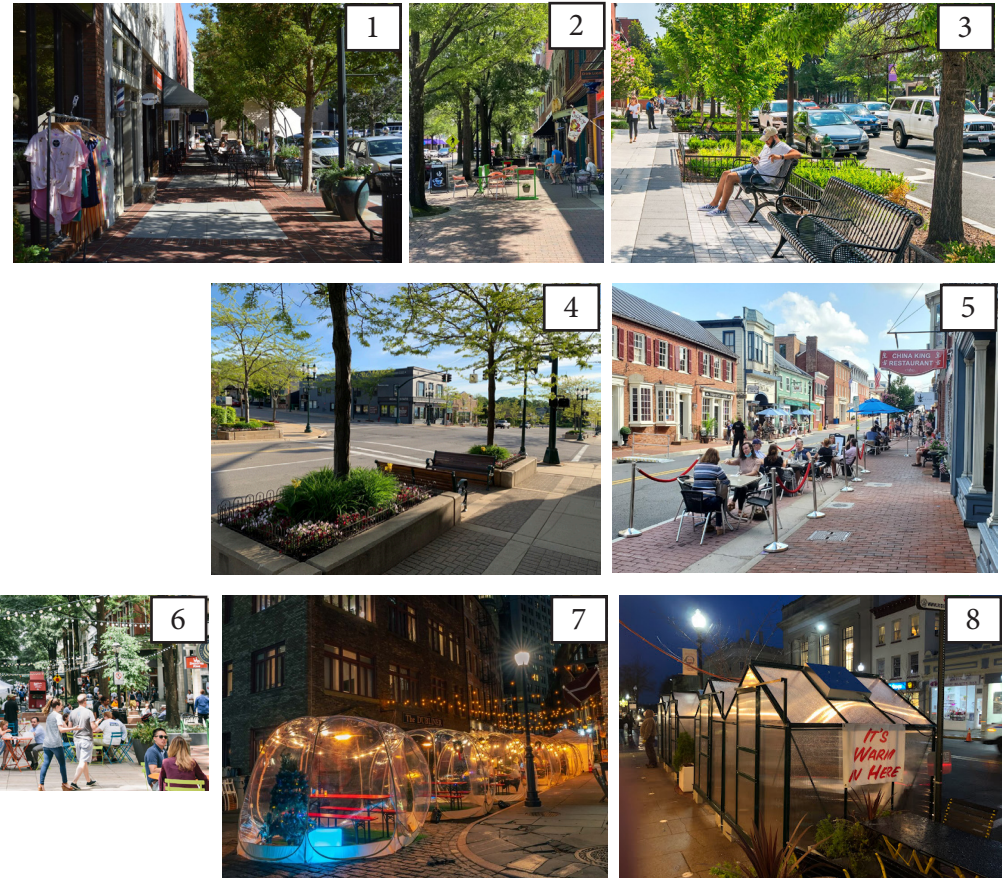
In reference to the Streetscape & Placemaking character images, the high preference images were 8, 4, and 1 while the lower preference images were 2 and 5.

Participant Preferences for Streetscape & Placemaking Images



Total Votes:

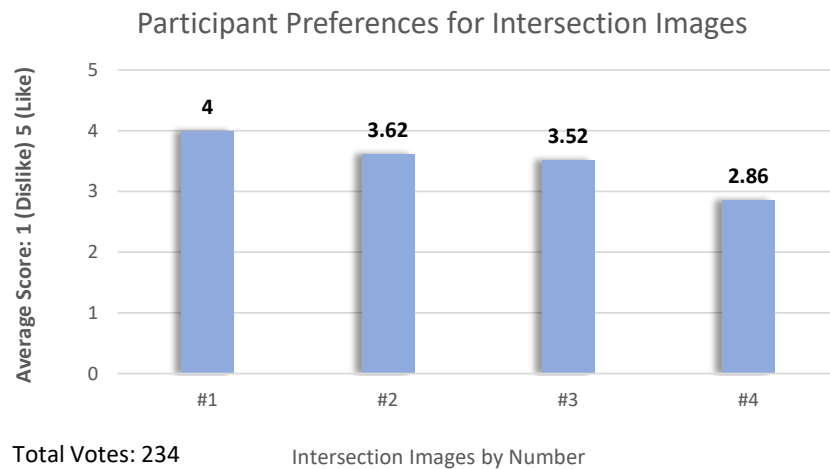
Streetscape Images by Number



Community Input

Intersections

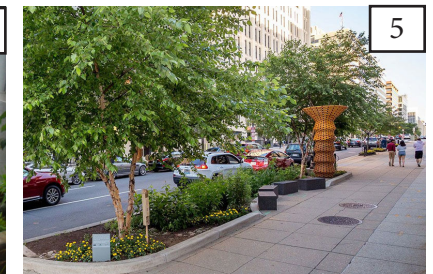
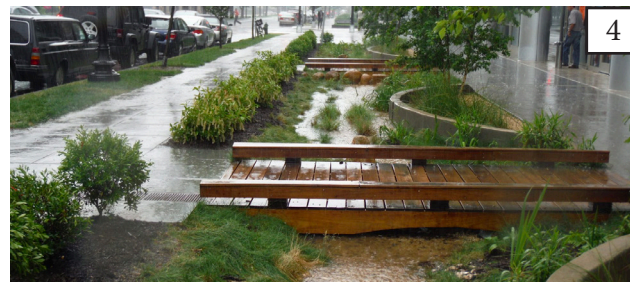
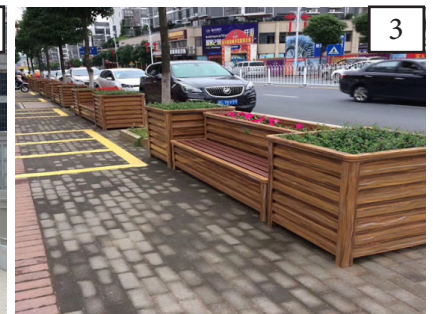
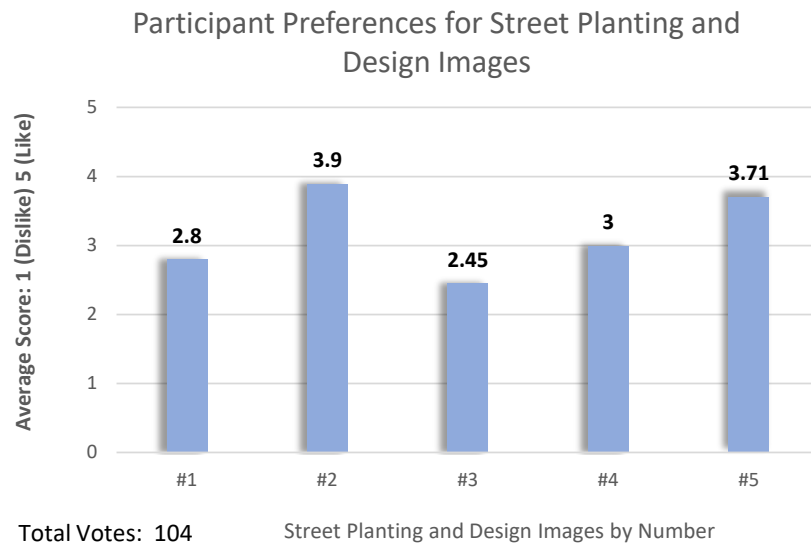
In reference to the Intersections character images, the high preference images were 1 and 2 while the lower preference images were 3 and 4.



Community Input

Street Planting Design

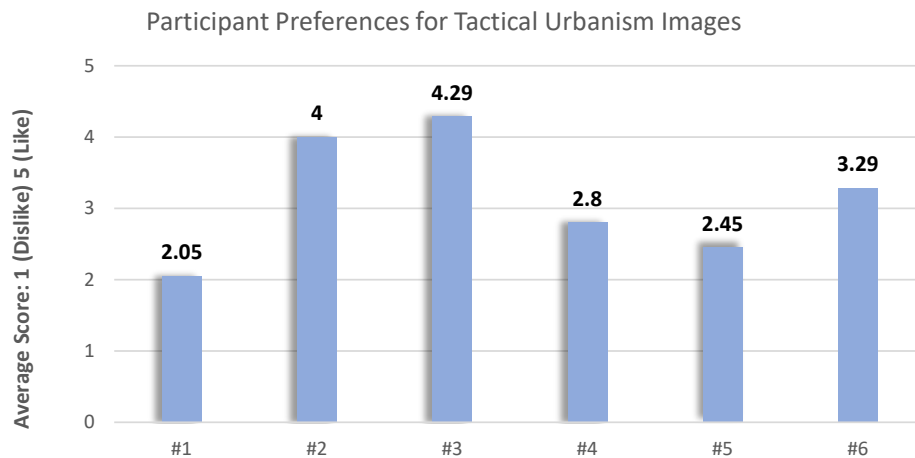
In reference to the Street Planting Design character images, the high preference images were 2 and 5 while the low preference images were 1 and 3.



Community Input

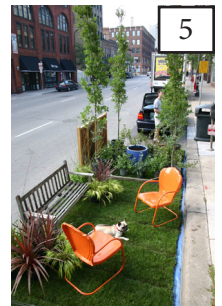
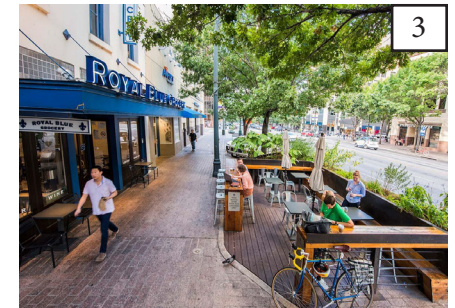
Tactical Urbanism: Temporary Usage of the Streets

In reference to the Tactical Urbanism character images, the highest preference images were image 2 and 3 while the lowest preference images were 1 and 5.



Total Votes: 269

Tactical Urbanism Images by Number



Meeting 2: Breakout Room Discussion

After the design images were presented, attendees went into breakout rooms and responded to a prompt from the MSU facilitation team: **What are your general impressions of the design images?**

Participants responded to the design images with feedback largely in support of the crosswalks and parklet designs. There were general concerns related to seasonal weather, removing street parking, and additional traffic congestion.

Crosswalks

- Love the improved crosswalks
- Liked the raised crosswalks
- Liked colored crosswalk
- Liked flashing beacon at Antrim and Bridge
- Flashing Beacon is disruptive

Parklets

- Loved the parklets
- More parklets
- Expand the parklet concept
- Liked the outside dining idea
- Can the parklets be even 2 or 3 parking spaces?
- Parklet would impact parking spaces
- Long-term effect for retailers with loss of parking spaces

General Concerns

- Put in bike lanes
- Bikes and bike racks can cause congestion
- More traffic calming measures needed
- Raised crosswalk with plowing
- Parklets take away street parking
- Weather concerns for outdoor parklets
- Expanded sidewalks could create more traffic congestion

Community Visioning Feedback Examples

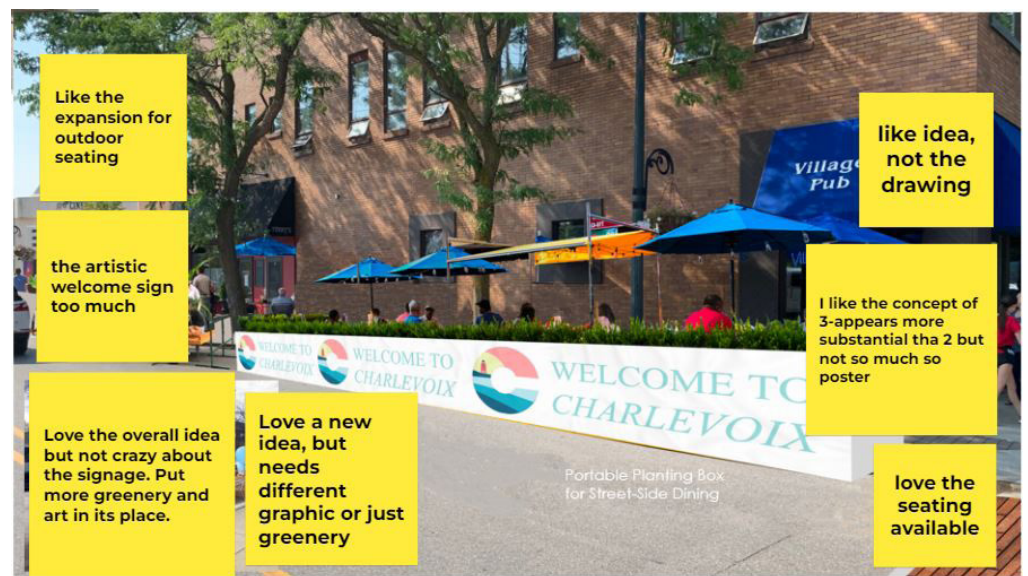
Community members responded to the design images displayed on the google jamboard. The meeting participants provided their feedback using the zoom chat feature. MSU facilitators posted their chat comments as virtual sticky notes onto the images. This input helped to focus on the preferences of the community.



Intersection: Bridge St. and Mason St.

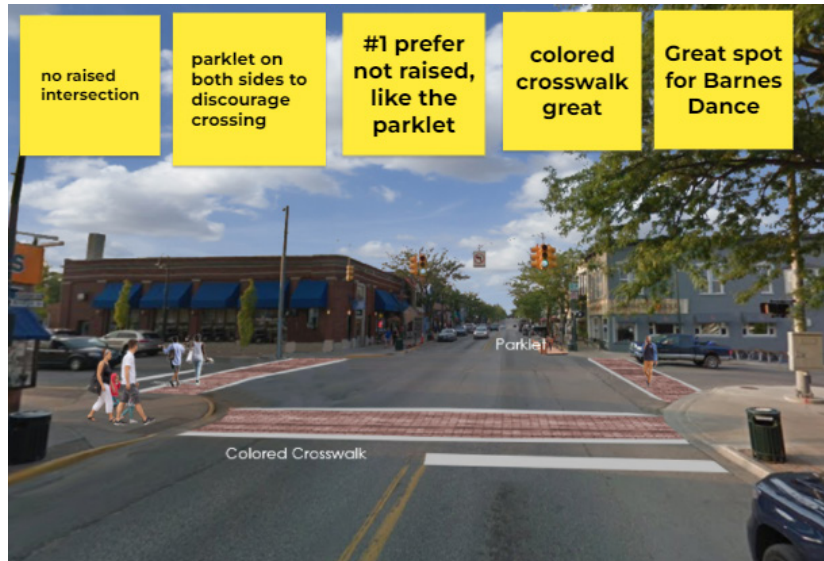


Intersection: Bridge St. and Antrim St.



Streetscape: Antrim St.

Community Visioning Feedback Examples



Intersection: Bridge St. and Clinton St. (Alternative 1)



Intersection: Bridge St. and Clinton St. (Alternative 2)



Streetscape: Bridge St. S of Clinton St.(Alternative 1)



Streetscape: Bridge St. S of Clinton St.(Alternative 2)

Post Meeting 2 Survey

Participants were optimistic and in favor of street dining and the incorporation of parklets. However, participants were equally as concerned about the removal of parking spaces and concerned with disrupting traffic flow. Colored crosswalks had wide acceptance, with several participants in favor of raised and brick crosswalks. However, many participants were concerned about raised crosswalks creating more traffic congestion and issues with snow plows in the winter. Participant feedback examples are displayed below and categorized in 4 themes: Street Amenities, Streetscape & Placemaking, Intersections, and Street Planting.

Street Amenities

- More benches and bike racks on sidewalks would also be nice
- Have plenty of benches in our parks
- Bike racks are not well placed
- More trash and recycling receptacles

Streetscape & Placemaking

- Like expanded seasonal seating for outdoor dining
- Like the parklets
- Multiple parking places are lost to street dining areas
- Dining areas are nice, but the sidewalks are already crowded

Intersections

- Especially like the colored crosswalks
- The colored brick crossings are both attractive and smart
- Raised crosswalks would present a problem for snowplows
- Like the idea of the flashing light at the crosswalks

Street Planting

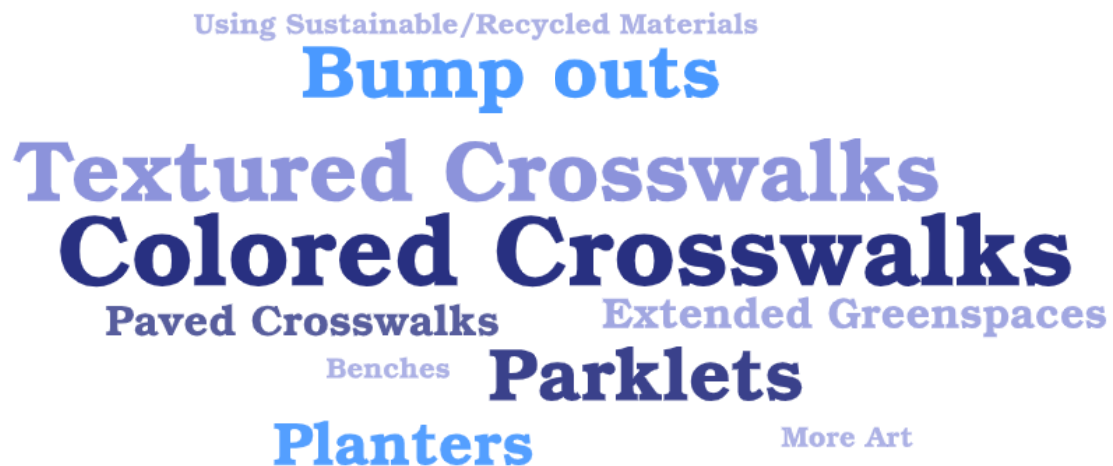
- Love the colorful lights overhead with flowers & planter boxes
- Like the use of barrier fencing and planters
- Raised plant boxes along the edge of the street may cause issues for passengers and vehicles
- Dislike cement look planks on the sidewalks

Community Input

Meeting 3 Final Recommendations

The final meeting was held on May 26, 2022 at the Charlevoix Public Library. The final presentation included feedback from meetings one and two. In addition, participants were presented with the final design images and planning recommendations.

Community members were asked to write down one recommendation presented that they would most like to see implemented in the future. These recommendations were organized and put into a Word Cloud. The recommendations most repeated were textured and colored crosswalks, parklets, and bump outs.



Which one recommendation presented today
would you most like to see implemented?



Meeting 3



Meeting 3



Planning and Design Recommendations

Planning and Design Goals

The recommendations are framed around four key community goals which are intended to contribute to the visual quality, safety, and sustainability of Bridge Street and the surrounding area.

The four community goals are: Streetscape and Safety, Sustainability, Visual Quality and Placemaking/Identity.

Planning & Design Goals:



Streetscape and Safety



Sustainability



Visual Quality



Placemaking/Identity



Goals and Objectives



GOAL #1: STREETSCAPE AND SAFETY

– Create a safe and efficient space for both motorized transit and pedestrian experiences

- Increase safety by protecting pedestrians and cyclists from motor vehicles by improving visibility for crossing streets
- Enhance connectivity between people and places on the project site
- Improve and emphasize community assets by improving visual and physical accessibility



GOAL #3: PLACEMAKING/ IDENTITY

– Enhance the sense of place for both visitors and residents alike

- Treat the street as a livable space with diverse set of amenities
- Consider future development while supporting existing businesses and patrons
- Draw inspiration from the local community to create a cohesive development plan
- Consider tactical urbanism to explore future development opportunities



GOAL #2: SUSTAINABILITY

– Steward the natural environment in all aspects of the design process

- Recycle and reuse materials for unique streetscape amenities
- Use native plants to promote the local ecosystem
- Utilize environmentally responsible design principles
- Prepare for climate change by using sustainable and resilient design



GOAL #4: VISUAL QUALITY

– Enhance the aesthetic value of the community's natural and built environment

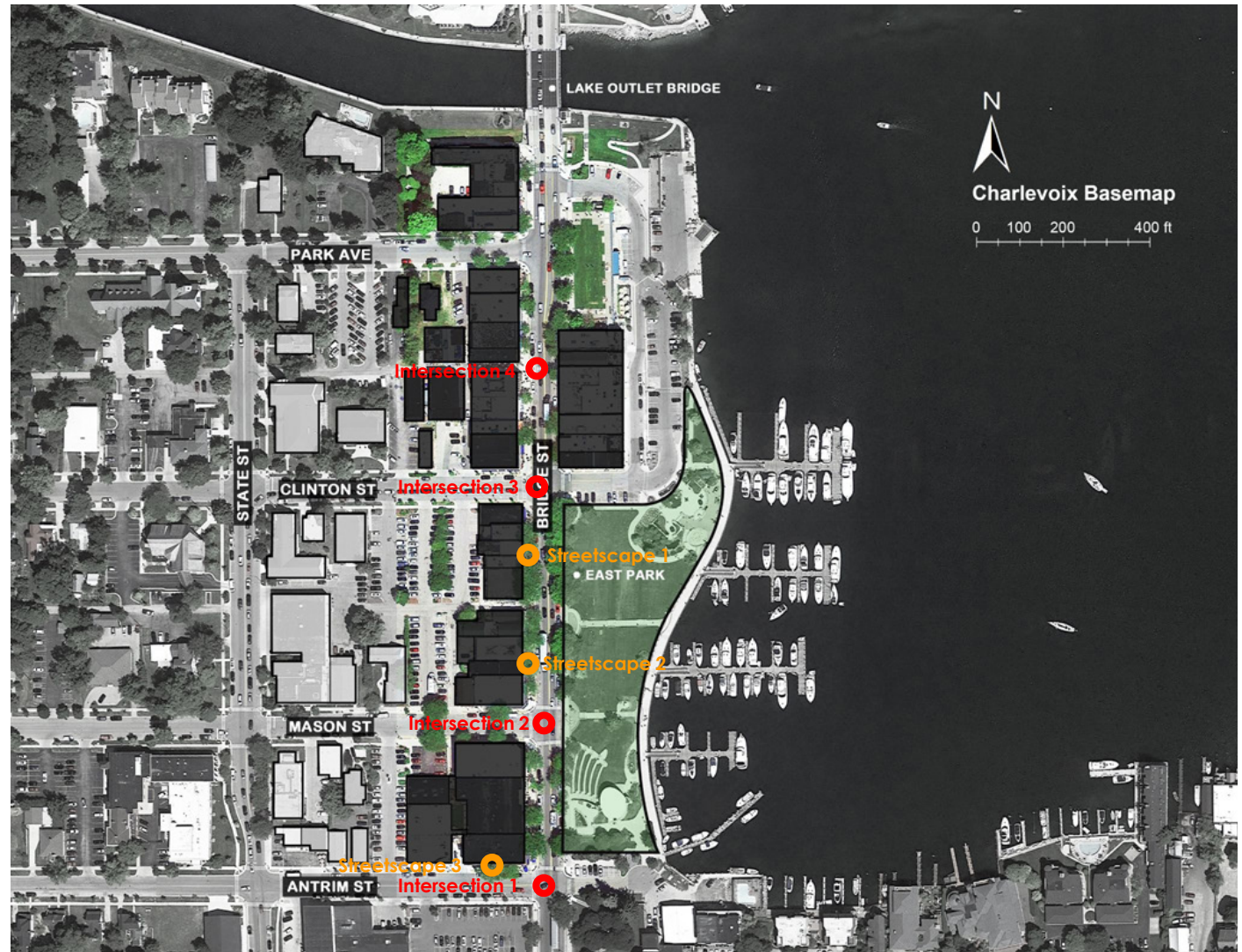
- Improve street character by adding diverse design amenities
- Utilize paving design, outdoor furnishings, and lighting to make a cohesive visual quality

Design Themes & Locations

The design recommendations are segmented into a few different locations along Bridge Street. These areas were identified by members of the community and are defined by their unique built environment characteristics, including existing uses and potential reuse. These recommendations are centered around two themes:

1. Intersections
2. Streetscapes

These themes serve to address the identified goals and the issues and opportunities identified by the residents. In addition a study of outdoor dining opportunities in cold weather within U.S. communities was conducted. The study was completed to further explore street side dining options (See appendix D).



Intersection 1: Bridge St. & Antrim St.

Existing Condition



Final Design Proposal

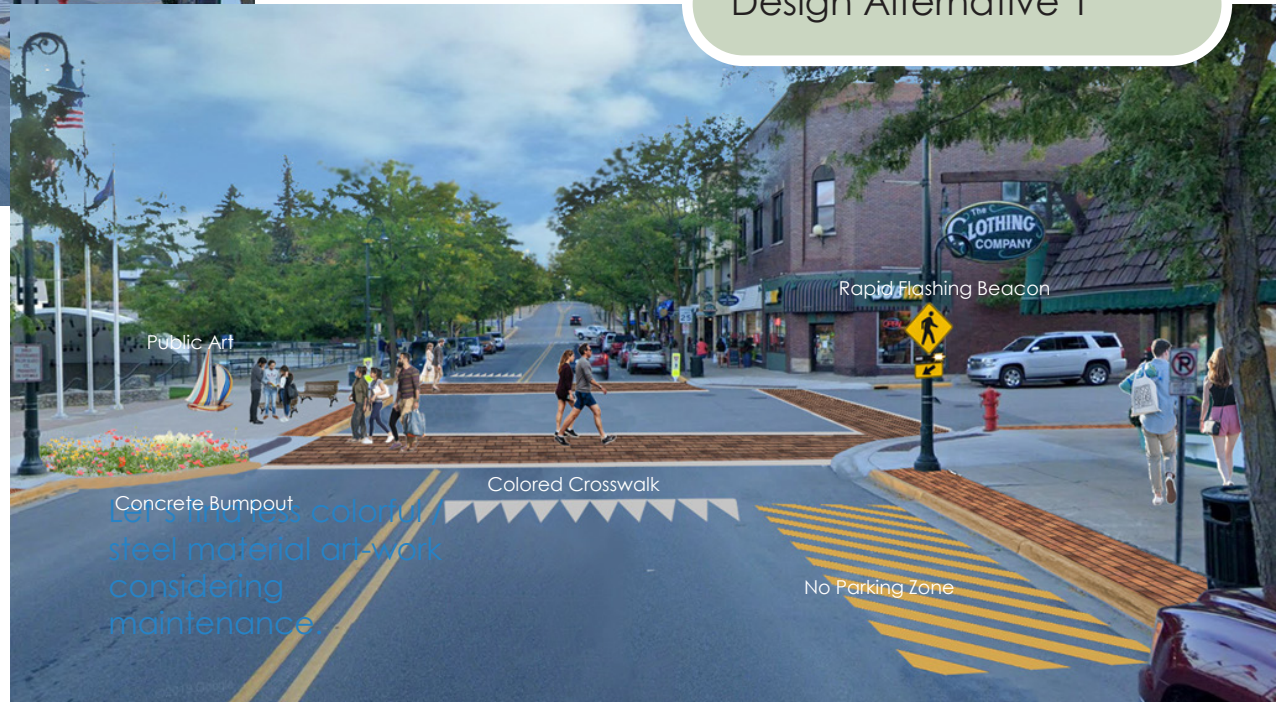


Intersection 2: Bridge St. & Mason St.

Existing Condition

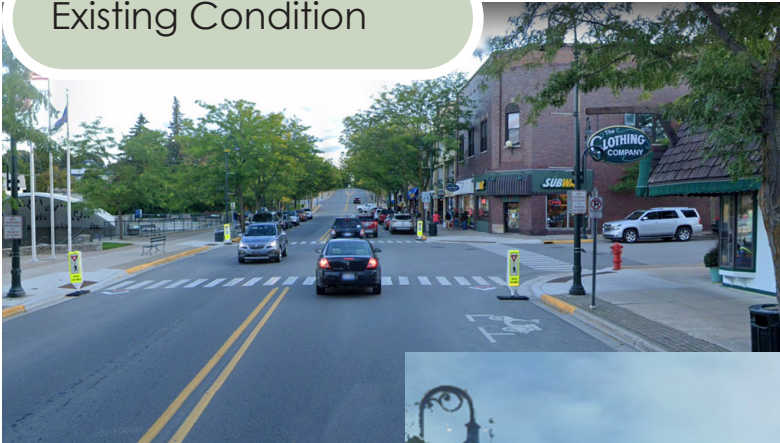


Design Alternative 1

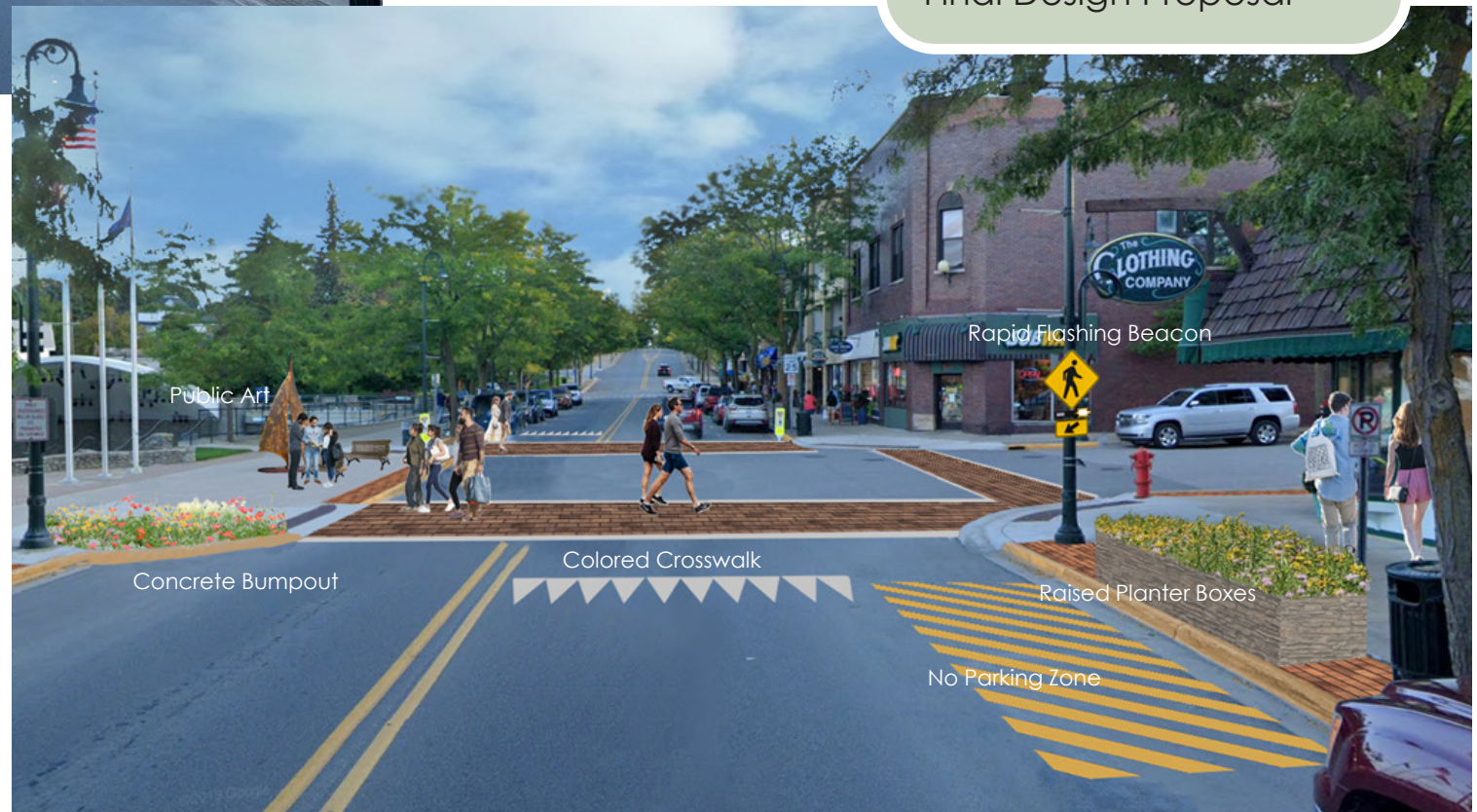


Intersection 2: Bridge St. & Mason St.

Existing Condition



Final Design Proposal



Intersection 3: Bridge St. & Clinton St.

Existing Condition



Design Alternative 1

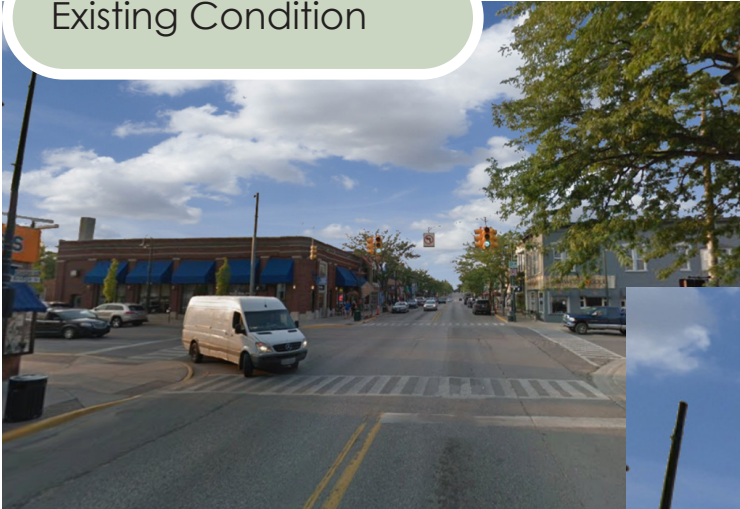


Design Alternative 2



Intersection 3: Bridge St. & Clinton St.

Existing Condition



Final Design Proposal



Intersection 4: Midblock Crossing at Bridge St

Existing Condition



Design Alternative 1



Design Alternative 2



Design Alternative 3



Intersection 4: Midblock Crossing at Bridge St

Existing Condition



Final Design Proposal 1



Final Design Proposal 2



Streetscape 1: Bridge St. S of Clinton St.

Existing Condition



Design Alternative 1



Design Alternative 2

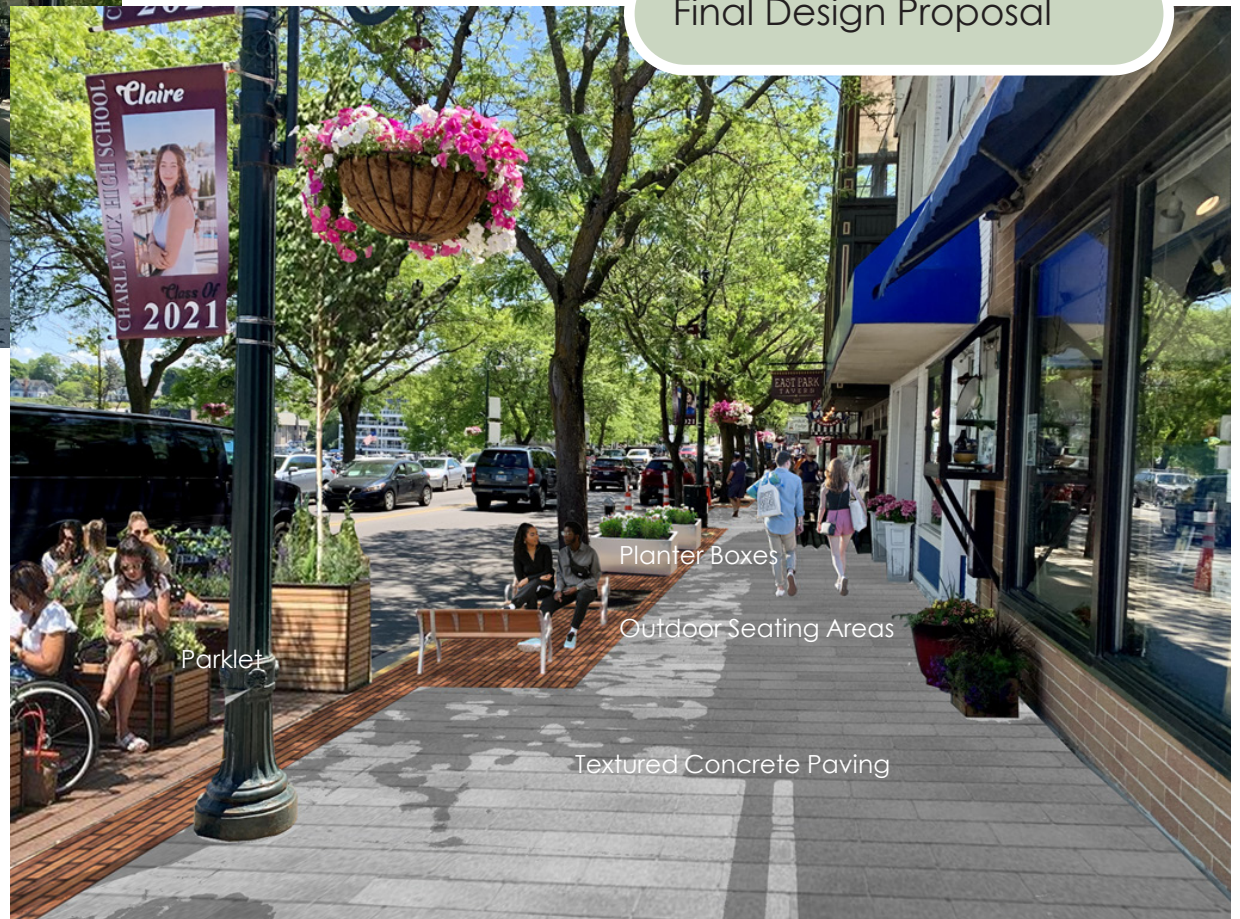


Streetscape 1: Bridge St. S of Clinton St.

Existing Condition



Final Design Proposal



Streetscape 2: Bridge St. N of Mason St.

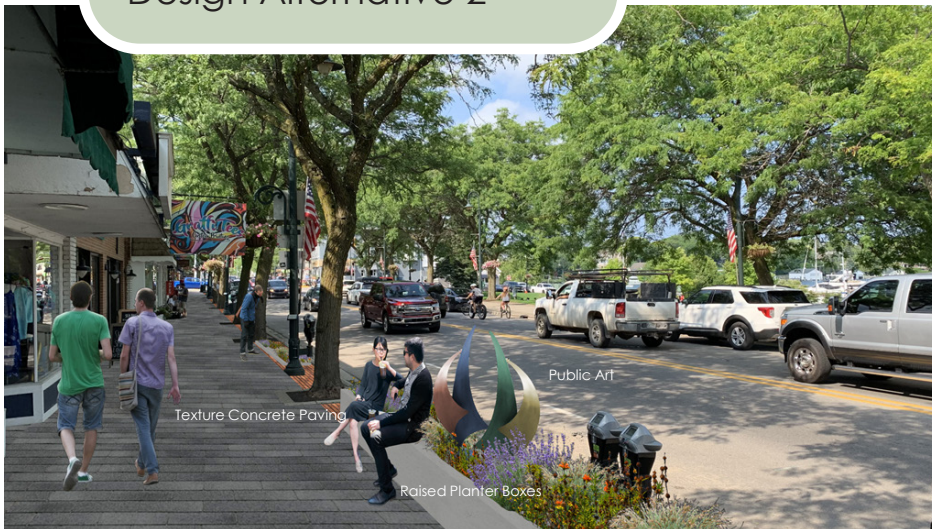
Existing Condition



Design Alternative 1



Design Alternative 2



Design Alternative 3



Streetscape 2: Bridge St. N of Mason St.

Existing Condition



Final Design Proposal



Streetscape 3: Antrim St.

Existing Condition

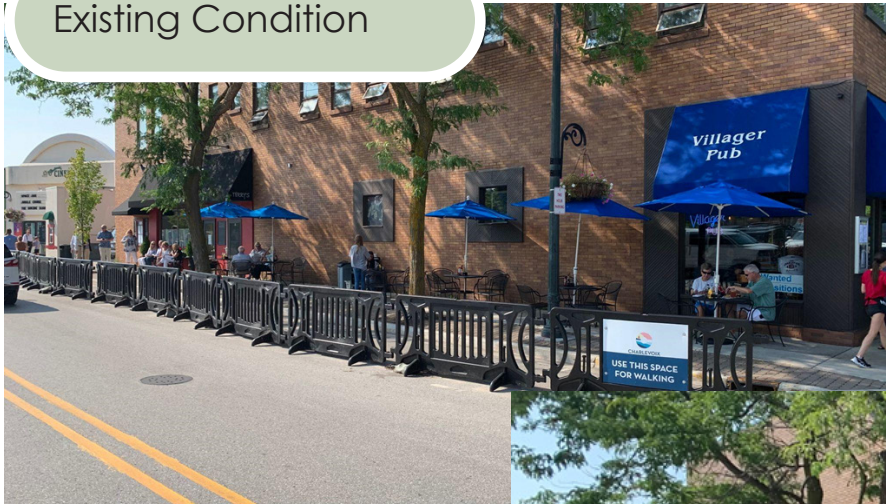


Design Alternative 1



Streetscape 3: Antrim St.

Existing Condition



Final Design Proposal



Portable Planting Box
for Street-Side Dining

Planning Recommendations

In order to move forward and execute the design considerations, there are a number of planning recommendations that can be implemented to enhance the streetscape corridor along Bridge Street between Antrim Street and Park Ave. It is important to emphasize that the Bridge Street corridor right-of-way falls under the jurisdiction of the Michigan Department of Transportation (MDOT). Therefore, collaboration between the City of Charlevoix and MDOT is necessary when implementing the relevant recommendations. The planning recommendations are framed around 4 Design Goals:

Goal #1: Streetscape and Safety

Goal #2: Sustainability

Goal #3: Placemaking/Identity

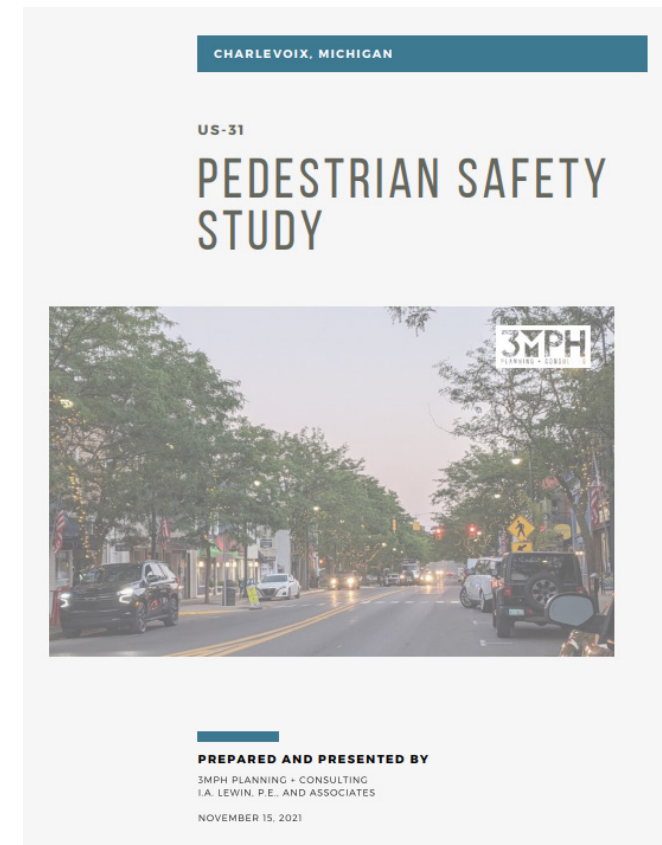
Goal #4: Visual Quality

Pedestrian Safety Study

The design considerations and planning recommendations prepared by the MSU team are based on the Pedestrian Safety Study Report that was provided by 3MPH Planning + Consulting, I.A. Lewin, P.E., and Associates published in November 15, 2021. The purpose of the pedestrian safety study project was “to study pedestrian safety along Bridge Street (US-31) in downtown Charlevoix, Michigan” (page 4). The key problems identified in the study (page 9) include:

- Poor visibility at mid-block crossing
- Tension between drivers and pedestrians/tourists and locals
- Inattentive pedestrians
- Drivers not yielding
- Delays due to drawbridge frustrate drivers; pedestrians compound impatience
- Jaywalking
- Near misses

The study outlines a “Framework to introduce more order and predictability along the corridor” (page 13).



Cover of Pedestrian Safety Study

Goal #1: Streetscape and safety

The goal is to create a safe and efficient space for both motorized transit and pedestrian experiences.

Design Considerations	Recommendations	Action Steps
Increase safety and protect pedestrians & cyclists from motor vehicles by improving visibility for crossing streets.	Improve and increase visibility of pedestrian signage	Explore installing a Rapid Flashing Beacon at the mid-block crossing at Bridge St. Explore installing a Rapid Flashing Beacon at the Bridge St. and Mason Street intersection
	Enhance defined curbs and edges between sidewalk and the street	Incorporate traffic calming measures such as colored paving, crosswalks, planter boxes, and vegetation Consider concrete bump out at the following locations: - East side of Bridge St. at Mason St. intersection - West side of Bridge St. at Antrim St. intersection - Mid-block crossing at Bridge St.
	Improve pedestrian visibility for motorists along Bridge St.	Consider removing select parking spaces for pedestrian visibility: - West side of Bridge St. at Clinton St. Intersection - West side of Bridge St. at Antrim St. intersection
Enhance connectivity between people and places on the project site	Enhance visibility and function of pedestrian crosswalks	Use textured and colored crosswalks to create distinction between sidewalk and the street Consider a raised crosswalk at Bridge St. mid-block crossing
	Promote pedestrian activities	Install benches, sculptures, and bottle refill stations at various locations

Goal #1: Streetscape and safety

Design Considerations	Recommendations	Action Steps
Improve and emphasize community assets by improving visual and physical accessibility	Add wayfinding signage which guides and connects pedestrians to cultural, natural, and retail sites	Display map of Bridge St. area on raised platforms/ boards at intersections to lead the residents and tourists towards available amenities
		Improve wayfinding signage at key intersections and mid-block locations
		Apply for funding through mini-grants or Community Development Block Grants.
	Identify strategic locations for bike racks to minimize pedestrian and cyclist conflicts.	Incorporate bike racks near key intersections and alley locations
		Apply for League of Michigan Bicyclist micro-grant or the Transportation Alternatives Program (TAP) grants for bike amenities and programming

Goal #2: Sustainability

The goal is to steward the natural environment in all aspects of the design process.

Design Considerations	Recommendations	Action Steps
Recycle and reuse materials for unique streetscape amenities	Consider the use of reused pallets, wood, or concrete for outdoor dining barriers and planter boxes.	Use recycled woods, concrete and pallets as tables and chairs for outdoor dining arrangement ^{1,2}
		Use recycled concrete or steel as outdoor dining barriers and planter boxes at unshaded areas ^{1,2}
Use native plants to promote the local ecosystem	Promote native vegetation and planter boxes to help absorb rain water, increase air quality, and encourage native pollinators	Consider incorporating planter boxes and potted plants to mitigate traffic noise and exhaust pollution.
		Use native plants to promote the local ecosystem ³
		Apply for the Michigan Arbor Day Alliance Tree Planting Grant ⁴

1 <https://www.epa.gov/smm/sustainable-management-construction-and-demolition-materials>

2 <https://ethicalfoods.com/recycled-materials-restaurants/>

3 <https://www.canr.msu.edu/nativeplants/>

4 https://www.miarbordayalliance.org/tree_planting_grant.html

Goal #2: Sustainability

Design Considerations	Recommendations	Action Steps
Utilize environmentally responsible design principles	Use Ecologically responsible outdoor lighting, such as LEDs for energy efficiency.	Consider adopting community outdoor lighting standards using the IDA/IES Model Lighting Ordinance (MLO) ^{1,2}
		Incorporate the use of “warm” LED lighting that eliminates glare and light trespass and reduces illumination levels to save energy and money (Parks, 2014)
	Explore the use of sustainable pavement materials	Incorporate pervious pavement materials to reduce runoff
Prepare for climate change by using sustainable and resilient design	Incorporate shade trees along street and outdoor dining areas to help cool down public spaces	Identify native shade trees and their properties (size, growth rate, flowering season, maintenance) and select location for planting: • Connect with Charlevoix conservation district for suggestions³ • Select low maintenance native trees with resiliency to local climate
		Apply for the DNR – DTE Energy Foundation Tree Planting Grants or the ReLeaf Michigan program to fund tree planting ⁴

1 https://codelibrary.amlegal.com/codes/charlevoix/latest/charlevoix_mi/0-0-0-5728

2 <https://www.darksky.org/our-work/lighting/values-centered-outdoor-lighting/>

3 https://www.charlevoixcounty.org/conservation_district/index.php

4 <https://www.michigan.gov/dnr/buy-and-apply/grants/forestry/dte>

Goal #3: Placemaking/Identity

The goal is to enhance the sense of place for both visitors and residents alike.

Design Considerations	Recommendations	Action Steps
Treat the street as a livable space with diverse set of amenities	Strategically install parklets to incorporate outdoor dining that convert curbside spaces into vibrant community spaces.	Partner with local restaurants for parklet installation. (See New York outdoor dining example) ¹
		Utilize community block grants, funding opportunities to implement and create seating ²
		Incorporate vertical design elements to make the street dining or parklets visible to traffic and pedestrians
		Explore NACTO Urban Street design guide when considering parklet installation ³
	Enhance alley space for outdoor dining	Incorporate mural, street art, and dining options in the alleys ⁴
Consider future development while supporting existing businesses and patrons	Highlight local businesses and patrons through community events such as summer merchant open house ⁵	Build partnerships with local business, government, and nonprofit sectors to lead change.
		Support efforts to implement the Regional Comprehensive Development Strategy (CEDS) designed to retain, grow, and attract new business ⁶

1 <https://www.nytimes.com/2021/06/29/dining/outdoor-dining-nyc.html?-searchResultPosition=7>

2 <https://www.miplace.org/48e580/globalassets/documents/cdbg/resources/funding-guide.pdf>

3 <https://nacto.org/publication/urban-street-design-guide/interim-design-strategies/parklets/>

4 <https://www.cityofcharlevoix.org/DocumentCenter/View/1617/Charlevoix-Downtown-Alley-Corridor-Vision--2018?msclkid=33181153b51e11ec93cceedf76abf2ed>

5 <https://www.visitcharlevoix.com/calendar-of-events>

6 <https://www.networksnorthwest.org/userfiles/filemanager/ap1eh0ymm49jgcy5jjda/>

Goal #3: Placemaking/Identity

Design Considerations	Recommendations	Action Steps
Draw inspiration from the local community to create a cohesive development plan	Incorporate unique community character in relation to outdoor displays and public spaces	Continue supporting Arts and Culture in Charlevoix by apply for funding through MEDC Arts and Culture Grants ¹ & Michigan Arts & Culture Council Mini Grants ²
		Consider partnering with a local non-profit or Networks Northwest for a public art project. (See Grand Rapids Dwelling Place Mural Project) ³
Consider tactical urbanism to explore future development opportunities	Use of removable furnishings to adapt to seasonal uses	Consider adding/expanding temporary public furniture such as picnic tables, movable chairs or chess tables to promote social interaction
		Consider applying for the Main Vibrancy Grant Program through the Michigan Economic Development Corporation (MEDC) Michigan Main Street Program (MMS) ⁴
	Use of seasonal/removable planter boxes	Identify additional locations to plant seasonal flowering plants to make the streetscape vibrant and colorful. Location example: • Intersection of Bridge St. and Mason St. • Bridge St. N of Antrim St.

1 <https://www.michiganbusiness.org/industries/macc/macc-grants/>

2 <https://nwmiarts.org/opportunities-and-resources/#mcaca>

3 <https://dwellingplacegr.org/heartside-historic-murals/>

4 <https://www.miplace.org/programs/michigan-main-street/>

Goal #4: Visual Quality

The goal is to enhance the aesthetic value of the community's natural and built environment.

Design Considerations	Recommendations	Action Steps
Improve street character by adding diverse design amenities	Expand the use of murals, art activities or decorative sculpture	Apply for funding through Public Spaces Community Places Program ¹
	Improve building facades	Update awnings and facades on downtown businesses which reflect the downtown character
	Strengthen existing assets and practices for downtown beautification	Continue partnership with Keep Charlevoix Beautiful (KCB) and its petunia planting program, based on future budget considerations
Utilize paving design, outdoor furnishings, and lighting to make a cohesive visual quality	Create cohesive visual quality using trees and small level fencing	Work with nonprofits and business owners in the area to enhance a beautification initiative along the corridor
		Use an open fundraising campaign throughout the community to cover costs

¹ <https://www.miplace.org/programs/public-spaces-community-places/>



Appendix

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q1: What are you proud of about the downtown?	Count
Parks	10
Marina	10
Mix of businesses: grocery store, art center, museum, cinema, pharmacy, marina, dining and shopping options	8
Full occupancy of building/ storefronts	7
Hanging flowers	7
Tree lights	6
Bridge light	5
Events	5
Clean and inviting storefront	4
Natural beauty	3
Harbor	3
Well kept buildings	3

Q1: What are you proud of about the downtown?	Count
Upscale businesses	3
Friendly shop owners	3
Beautification efforts	3
Vibrant corridors and alleys	3
Outdoor seating	3
Shops and restaurants	3
Cleanliness	3
Authentic local business	2
Historical preservation	2
Good signage	2
Splash pad	2
Walkability	2

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q1: What are you proud of about the downtown?	Count
Band shell	2
Small town atmosphere	1
Street trees and their shade	1
Hammock park	1
Ability of the businesses to adjust to changing time	1
Outdoor dining	1
Beautiful view	1
'It takes a village' attitude	1
Well maintained lawn in front of it	1
Geared to "hosting" company	1
Happy visitors	1
Banners for grads	1

Q1: What are you proud of about the downtown?	Count
Flowers in front of businesses	1
Active downtown	1
Vital	1
Meeting places	1
Dedicated resources	1
Good use of waterfront property	1
Successful businesses	1
Sidewalk	1
Greenspace	1
Water fountain for children	1
Friendly neighbors	1
Pet friendly	1

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q2: What are you sorry about the downtown?	Count
Traffic congestion	12
Dangerous crosswalk	9
Condition of parking lot	5
Lack of winter activity	4
Lack of affordable housing	4
Seasonality of economy	3
Removal of downtown parking space due to events, dining, fencing and confusing meters	3
Unoccupied retail businesses in winter	3
Congested sidewalks	3
Safety	2
Trees blocking view	2
Unnecessary road closures during festivals and events	1

Q2: What are you sorry about the downtown?	Count
Pedestrian stupidity	1
Car pedestrian interaction	1
Accessibility	1
Lack of public toilets	1
Under bridge walkway	1
Snow removal	1
Trip spots around trees	1
Noise	1
Jay walkers	1
Addition of ineffective mid block crosswalk	1
Lack of communication between city and the business owners	1
Too many rear end accidents when visitors walk out into traffic	1

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q2: What are you sorry about the downtown?	Count
Crowded sidewalk	1
Inadequate signage	1
Too much parallel parking	1
No post office	1
No hardware store	1
Pedestrians are low priority	1
Lack of outdoor eating opportunities on Bridge St	1
North side of the channel is not taken care of	1
Confusing parking meters	1
Metal fence needs painting	1

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q3: What would you like to see as you float over the downtown in a hot air balloon 15 years from now?	Count
Vibrant winter activities	5
Green spaces	5
Year round open business	4
Alley improvement	3
Traffic flowing	3
Beautification	3
More housing units	2
Parking spaces	2
Use of rooftops	2
Fewer crosswalk	2
Living and working within city	2

Q3: What would you like to see as you float over the downtown in a hot air balloon 15 years from now?	Count
Wide sidewalks	2
Less parking on street	2
North side of channel developed	2
Mixed use development	1
More art	1
Bike lane	1
Back entrances to shops/parking lots	1
Parking areas used for walkability/outdoor dining without removing parking spaces	1
Clean back side of business areas	1
Maintained	1
Protect and preserve what we have	1

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q3: What would you like to see as you float over the downtown in a hot air balloon 15 years from now?	Count
A game area	1
Something fun in Bridge park	1
Ice skating	1
Lots of people on the streets	1
More diversity	1
Parking garage	1
Lights for pedestrian	1
Manicured shade tree	1
Small vehicles for transportation	1
Safe traffic	1
Less traffic	1

Q3: What would you like to see as you float over the downtown in a hot air balloon 15 years from now?	Count
Better property utilization	1
Signage dedicated to the pedestrians	1
Functional	1
People accessing the store from rear alley way	1
Clean	1
City surrounded by family vacation homes and neighborhoods	1
Parking eliminated on east side of bridge St along length of East Park (Clinton to Antrim)	1
Move centerline of roadway 6ft to the east (Clinton to Antrim)	1
Use additional space for benches, chairs, planters, outdoor dining and other amenities	1
More street trees that are large	1
More people places	1

Appendix A: Meeting One Visioning Full Input

At Meeting One, residents provided input to develop a vision for the Charlevoix Downtown Visioning Project area. Participants were asked three questions to which they provided written responses.

Q3: What would you like to see as you float over the downtown in a hot air balloon 15 years from now?	Count
Larger marina	1
Lighting	1
Roadway/sidewalk maintained- room for walking, biking, bicycling	1

Appendix B: Meeting Two Design Input Full Feedback

Breakout Room Discussion Summary

KEY TAKEAWAYS:

- Like:

- Crosswalks
- Safety features
- Parklets
- Outdoor dining

- Concerns:

- Weather/maintenance
- Mixed feelings about flashing lights
- Impact on parking
- Biking concerns regarding racks and lack of lanes
- Adding additional traffic to the area

parking is a problem but could transform streetscape and invite more pedestrians. Great start but could go further

- Not seeing any bike lanes – could make intimidating when people open doors and there is no bike lane. Maybe put bike lane in one side of street that is now a park
- Need more traffic calming measures – where there is no congestions, people are coming through town at 30 mph, it is a dangerous speed. The more features that come out into the road, the slower cars will go
- Is there a way to channel some of the pedestrian congestion away from one street? We have pipeline for traffic and are putting it into a funnel. Can we use alternative roads or space out local traffic to other roads? Get people back to the alley or other places to hang out

Breakout Room 1

- Like:

- Improvement of crosswalks, safety features, and parklets

- Concerns

- Expand parklet concept even more - can parklets be even 2 or 3 parking spaces? Could change nature of street
- Could take one side of parking out along one side of the street? Would make driving like driving through a park. Acknowledge

Appendix B: Meeting Two Design Input

Full Feedback

Breakout Room 2

- Like:

- Colored crosswalks
- Multiple parklets in different locations
- More parklets needed

- Concerns:

- Raised crosswalk lead to snow plowing difficulties?
- Parklet may take away parking spaces
- Bike rack and shared street would not be good along Bridge Street considering how congested conditions are in the downtown area. Do not add any bike facilities along Bridge Street and make 100% walking street.

Breakout Room 3

- Like:

- Idea of raised crosswalk
- Colored painting of crosswalks
- Flashing light on cross section of Antrim and Bridge Street
- Parklet but business owners may not be happy
- Outside dining
- Safer crossings

- Concerns:

- Parklet on one side of road, what about the other side?
- Presence of parklets make congestion problem more acute?
- Include crossing down the bridge, though it might not be under scope of work
- No idea how bike racks will work (no bike lane in street, do not want to add to congestion)

- Dislike fencing around parklet of last image shown, need something beautiful

Breakout Room 4

- Like:

- Parklet idea because it can be seasonal and additional space for dining

- Concerns:

- Some of character images ideas but voted down due to weather and maintenance concerns
- Charlevoix is different throughout year and logistics of implementing ideas is concerning
- Don't like flashing lights, feels disruptive to experience of being in Charlevoix
- Need downtown traffic calming
- Like ideas, but conflict with expanding space of sidewalks for pedestrians but also can create more traffic congestion
- Parklet would impact parking space
- Interested in long-term retailers and effect on their loss of parking space

Appendix B: Meeting Two Design Input Full Feedback

Design Feedback

Response	Count
Like the different textures on crosswalk	4
Like using color in crosswalk	4
Overall like	2
Like the parklet	2
Great curb expansion	2
I also like the parklet to open the view of the marina	1
Brick is nice for crosswalks	1
I like the variation in color and curb expansion	1
More and bigger parklets	1
Like the parklet or open space for view	1
Like the color changes	1
Like the flashing warning system	1
Parklets are great	1
Like the brick	1
Like the permanent crosswalk signs	1
More visible and attractive - need bike lanes	1
Needs flashing light	1
Matches the town	1
No parking zones important	1

Intersection 1: Bridge St. & Antrim St.



Appendix B: Meeting Two Design Input

Full Feedback

Response	Count
Like the curb expansion	3
No parking zone great	3
Flashing light great	2
Like colored walkway	2
Love additional public art	2
Good idea to expand curb parkside	1
No parking zone will be helpful for visibility	1
Paver bricks do add some character	1
Like the bump out of curb	1
Love the curb expansion and improving visibility at corners for both pedestrians and cars coming off the side street	1
Like the color differences	1
Flashing lights are disruptive to the calm vibe we love in CVX	1
If you're taking away parking add parklet	1
Colored walk space great	1
How does that curb work for a semi?	1
Wish for more green space included	1
Maybe something over head? - Arch	1

Intersection 2: Bridge St. & Mason St.



Appendix B: Meeting Two Design Input

Full Feedback

Not specified for image

- Parklet needed
- Great spot for Barnes Dance
- Parklet on both sides to discourage crossing
- Colored crosswalk great
- Maybe a signal sequence just for walking

Response	Count
Prefer not raised crosswalk, like the parklet	1

Intersection 3: Bridge St. & Clinton St.

Response	Count
Like the raised crosswalk	3
Raised crosswalk could be tripping hazard potentially	2
Like color variation to alert pedestrians	1
If crosswalk raised, why not in the other intersections?	1
Raised crosswalk could be hazard for bikes	1
Does raised crosswalk add snow plowing challenges?	1
No raised intersection	1

Design Alternative 1



Design Alternative 2



Appendix B: Meeting Two Design Input Full Feedback

Intersection 4: Midblock Crossing at Bridge St

Response	Count
Rails would be snow removal problem	1
Want space used for dining	1
Don't like the fencing	1

Response	Count
Design good	1
Don't like flashing lights	1
Prefer gardens vs dining space, less congestion at crosswalk	1
Like gardens	1

Response	Count
Like dining expansion	2
Design good	1
Really like viability	1
I do like the crosswalk	1
Prefer gardens vs dining space, less congestion at crosswalk	1

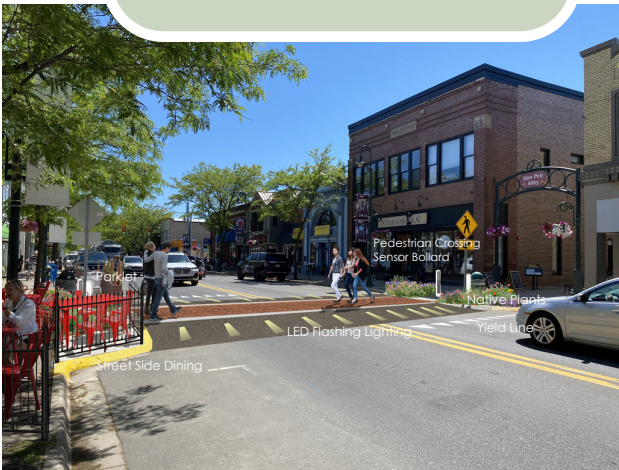
Design Alternative 1



Design Alternative 2



Design Alternative 3



Appendix B: Meeting Two Design Input

Full Feedback

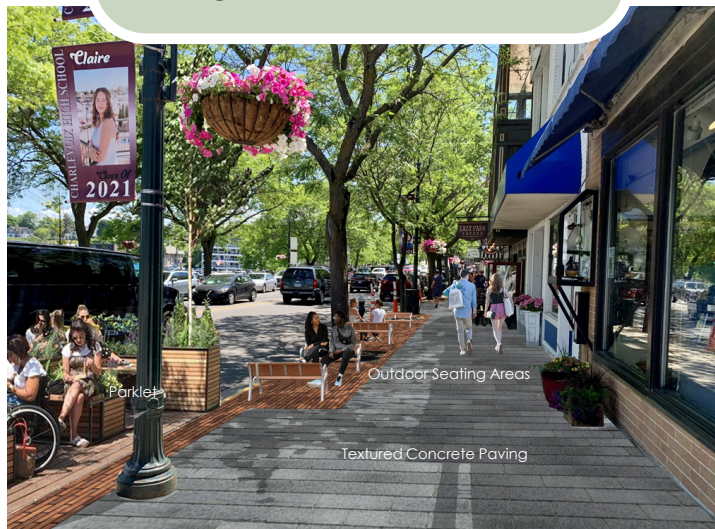
Streetscape 1: Bridge St. S of Clinton St.

Not specified for image/common	Count
Need more greenery	3
Great seating options on both	1

Response	Count
Like the brick	1

Response	Count
Like added useful space - could be enlarged even more	1
Love parklet, when it can create more views	1
Like variations in brick and texture	1
Like texture and perpendicular benches	1
Brick over concrete	1
Like color changes	1
Tough corner for parklet	1
Not fan of contoured pavement	1
Texture looks like a dock	1
Not crazy about concrete color of gray	1
Looks like better flow for walking	1

Design Alternative 1



Design Alternative 2



Appendix B: Meeting Two Design Input Full Feedback

Streetscape 2: Bridge St. N of Antrim St.

Not specified for image/ common	Count
Like combination of 2 and 3 raised beds and parklet	2
Good concepts in both 2 and 3	1

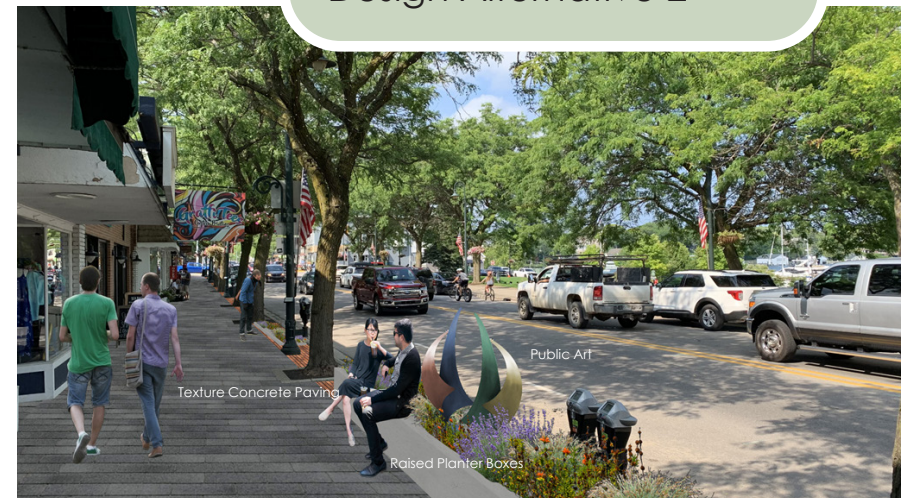
Response	Count
Like the art	6
Good concepts	1
Like raised beds for seating and plants	1

Image 1
No specified feedback

Design Alternative 1



Design Alternative 2



Appendix B: Meeting Two Design Input Full Feedback

Streetscape 2: Bridge St. N of Antrim St.

Response	Count
Like expanding the parklet concept	1
Love recycling	1
Bike racks could cause crowding of people and tripping or running into bikes	1
Like the curb expansion and brick	1
Ditch the bike rack	1
Expansion good, concerned about sitting close to street	1
Do we really need all these bike racks? Can they go on the side of each block?	1
Bike racks take up too much room, maybe move them off of Main St.	1
Expanded curb is great but seating is close	1
Encourage biking	1
Add garden and seating away from road	1
Like concept of, appears more substantial	1

Design Alternative 3



Appendix B: Meeting Two Design Input

Full Feedback

Streetscape 3: Antrim St.

Response	Count
Like the idea of seating box, not the graphic design	3
Like expansion of outdoor seating	2
Not crazy about the signage, put more greenery in its place	2
Don't care for either	1
Not so much so poster looking	1



Appendix B: Meeting Two Design Input

Full Feedback

Post Meeting 2 Feedback Survey

An online survey was distributed using Qualtrics to gather further input on the design images from community members who were unable to attend meeting 2 via Zoom. Survey respondents were asked: What are your general impressions of the design images? In total, 53 participants responded to the Qualtrics survey. Participants were optimistic and in favor of street dining and incorporating parklets in the streetscape. However, participants were equally as concerned about the removal of parking spaces and disagreed with the expansion of curbs that may disrupt traffic flow and create more congestion. Colored crosswalks had wide acceptance, with several participants in favor of raised and brick crosswalks. However, many participants were concerned about raised crosswalks creating more traffic stoppage/congestion and creating issues for snow plows in the winter. The feedback is summarized into categories of Streetscape & Placemaking & Tactical Urbanism, Street Planting Design, Intersections, Street Amenities, and General Design & Comments. The frequency of the statements are included in parenthesis in the summarized feedback.

PARKING SPACES & PARKELTS

Positive

- In favor of street dining/parklets (5)
- In favor of removing street parking
- Expand igloos
- In favor of expanded curbs

Concerns

- Concerned about removing parking spaces (8)
- Concerned about putting in curb expansions (4)
- Tables should be kept by storefronts
- Allow a few spaces in each block for people with handicap parking

Appendix B: Meeting Two Design Input

Full Feedback

STREET PLANTING DESIGN

- Dislike cement look planks on the sidewalks
- Increase flower pots
- Love the colorful lights overhead / flowers /planter boxes
- Raised plant boxes along the edge of the street may cause issues for passengers and vehicles
- love the raised flower beds
- Like the use of barrier fencing and planters.
- Can greenery (i.e. trees or tall shrubbery, or in ground planters, not something that can be easily stepped aside) be leveraged instead of simply adding cement curbs
- Flower/planter boxes on bulb-outs are desirable

CROSSWALKS

Positive

- Like colored crosswalks (6)
- I like the brick crosswalks (3)
- Like raised crosswalks (2)
- The options presented are pretty good.
- Like the updated Crosswalks
- Like flashing beacons (4)

Concern

- Concerns with raised crosswalks (7)
- Concerned about textured concrete paving (2)

- Concerned about increasing number of crosswalks
- Improvements should not impede on existing parking or narrow the street.
- Number of crosswalks cause additional stoppage of traffic keeping it from flowing
- Flashing Beacons
- Dislike flashing beacon

STREET AMENITIES

Benches

- Not a fan of the artwork benches (2)
- More benches would be nice
- Like outdoor seating
- Benches without landscaping should be avoided
- I like the benches along the sidewalk near the street.

Bike Racks

- In favor of more bike racks (2)

Concerns

- Concerned with placement of bike racks (2)
- Bike racks would be better placed in parking lots or a couple of blocks away from the water

Appendix B: Meeting Two Design Input

Full Feedback

GENERAL DESIGN

- The graphics on the solid wall could be improved -- maybe a great mural?
- I like expanded curbs (2)
- Totally against protrusions narrowing the width of the street
- Love the lighting of the alleys, especially the wood overhead.
- Concerned these designs are not great enough deterrents to prevent pedestrians from impeding traffic in a hazardous way
- Dislike the “Welcome to Charlevoix” Banner
- More trash and recycling receptacles (2)
- Flower box seating
- Displaying art and the textured sidewalk design as well as the outdoor dining additions
- I love the use of colors for crosswalks and plants/nature in various areas.

Signage

- Like the wayfinding booth at the intersection from proposal 2
- I also like the wayfinding in proposals 1 and 3
- Liked wayfinding signage

General Comments

- Anything we can do to direct pedestrians to the official crosswalks, the better
- Reduce the parking on Bridge Street as long as we have good signage pointing to parking around the block
- Bike racks, consider having a bike lane and start it at Dickson just north of the bridge
- Traffic flow and parking should not be further impeded
- Prefer Proposal #3 on Pg 81. Proposal #2 appears to eliminate ingress/egress for pedestrians in parked cars due to raised flower box
- Perhaps a pedestrian bridge or a main crosswalk with a walk button and audible signal would be more effective than painting the street
- Pocket park wouldn't take up parking, but it could be added to East Park or Bridge Park
- We need to consider auto traffic as well as foot traffic
- The pictures are pretty but not practical

Appendix C: Meeting Three Final Recommendation- Full Feedback

Meeting 3 was held on May 26, 2022. Participants in meeting 3 were asked the following question: Which one recommendation presented to-day would you most like to see implemented? According to their feedback most of the participants want to see different colors and textures for crosswalks, more parklets, bump outs at Mason St., and planters to be implemented. Their responses are displayed in the table below.

Which one recommendation presented today would you most like to see implemented?

Response	Count
Using different colors for crosswalks	4
Incorporating different textures into the crosswalks	4
Parklets	3
Bump-outs at Mason St.	3
Planters	2
Paved crosswalks	1
Extended greenspaces when possible	1
Using sustainable/recycled materials when possible	1
Art	1
Benches	1

Appendix D: Cold Weather Outdoor Dining After COVID-19

The transmission risk of COVID-19 played a significant role in expanding outdoor dining in different cities in the U.S. in recent years. Though the summer time is very vibrant in most cities and convenient for setting up outdoor eating places, the scenario changes in winter. Taking that into consideration this section focused on outdoor dining options particularly for cold weather to give the City of Charlevoix a frame of reference of potential techniques to keep the downtown vibrant throughout the seasons. Examples from New York and Chicago are provided as early adopters of policies for outdoor dining, either temporary or permanent in different weather conditions. Guidelines for safe outdoor dining along with some design examples from the above mentioned communities are illustrated to provide perspective to outdoor dining in cold weather climate.

Why Outdoor dining?

Considering the COVID-19 outbreak that took full force in 2020, the CDC considers any on-site/indoor dining a higher-risk activity, while experts agree that the risk of transmission is much lower outdoors than it would be in a public indoor space (Coronavirus Disease 2019, 2022). While experts are still researching potential links between air-conditioning and virus transmission, it remains safer to eat on a rooftop or a patio, or even on the street than in an air-conditioned restaurant. Another reason behind the rise in outdoor seating is diners feel most comfortable with this option. According to a recent publication “Future of Dining Study,” “three-quarters of people polled said outdoor seating would make them more likely to visit” (The Results Of The Zagat Future Of Dining Study, 2020). Since many restaurants don’t have access to outdoor spaces, there is a rise in cities

turning public spaces over to restaurants and bars, as well as closing streets to allow restaurants to serve patrons outdoors.



Image source: copinette.com

Coronavirus Disease 2019. (2022). Centers for Disease Control and Prevention. <https://www.cdc.gov/media/releases/2022/p0811-covid-guidance.html>

The Results Of The Zagat Future Of Dining Study. (2020). Zagat Stories. Retrieved September 21, 2022, from <https://stories.zagat.com/posts/the-results-of-the-zagat-future-of-dining-study>

Appendix D: Cold Weather Outdoor Dining After COVID-19

Existing guidance on safe outdoor winter dining

A number of jurisdictions have already produced detailed policy documents for outdoor winter patios. These include documents from New York City, Chicago, Philadelphia, Colorado, Edmonton, Toronto, and Winnipeg (Open Restaurants, 2022). The key areas addressed within these documents include structural safety and weather, guidance on the trade offs between degree of enclosure, occupancy, and ventilation requirements, restrictions on heat-generating devices, and other safety or emergency matters.

When does an outdoor temporary structure become an indoor environment?

A clear understanding of when an outdoor space becomes an indoor space is a critical factor. The number of ways in which a temporary outdoor structure can be configured creates a challenge in determining whether to treat these structures as indoor or outdoor environments, and the number of occupants that can be permitted. Colorado's Department of Public Health and Environment classifies temporary outdoor structures according to the presence of a roof, the number of walls, and the configuration of wall panels (whether they are adjacent or opposite to each other), based on a reasoned judgment as to whether or not this configuration will impede or permit air flow (Colorado COVID-19 Updates, 2022). In addition, Colorado Department of Public Health and Environment (DPHE) provides its operators with occupancy limits that scale to current community transmission risk. Other jurisdictions have defined an indoor space in simpler terms. New York City defines a partial enclosure as two walls, and full enclosure as four, but a full enclosure can only have 25% occupancy (12-10 | Zoning Resolution, 2021). The New York guidance also mentions single-party structures but indicates that they must have "adequate ventilation."



Image source: biztimes.com

Open Restaurants. (2022). Retrieved September 21, 2022, from <https://www1.nyc.gov/html/dot/html/pedestrians/openrestaurants>

State releases guidance for outdoor structures for restaurants and events | Colorado COVID-19 Updates. (2022). Retrieved September 21, 2022, from <https://covid19.colorado.gov/press-release/state-releases-guidance-for-outdoor-structures-for-restaurants-and-events>

12-10 | Zoning Resolution. (2021). Retrieved September 21, 2022, from <https://zr.planning.nyc.gov/article-i/chapter-2/12-10>

Appendix D: Cold Weather Outdoor Dining After COVID-19

What are the creative options for outdoor winter dining?

Depending on climate, outdoor winter dining is a greater challenge in some regions than others. In August 2020, the City of Chicago launched a community challenge to gather and evaluate ideas to “stimulate and encourage safe outdoor dining and entertainment during cold weather in Chicago” (City of Chicago Winter Dining Challenge, 2021). The competition received more than 600 entries, and included a variety of unexpected, innovative, and occasionally humorous ways to dine safely outdoors despite sub-zero temperatures and high winds. The competition also provided insight, through the submissions, into the types of settings in which members of the public would most likely feel comfortable dining, given the pandemic conditions. A number of themes were evident: Single-party enclosures. The vast majority of dining solutions were pods, bubbles, domes, yurts, igloos, or cocoons designed to partially or fully enclose a single party of diners. This reflects the public’s desire to restrict social interactions to known persons only, while still enjoying a public setting. Single-party enclosures might also be more space efficient than multi-party structures with physical distancing and occupancy limitations.

Convertible or modular designs. For designs that involved multi-party dining, setups were often convertible or modular, such that they could scale to party size or be moved or reconfigured to address physical distancing concerns.

Creative means of warming diners. Other options suggested for warming diners were extremely varied, and ranged from well-known technological solutions (e.g., electric space heaters, radiant floor heating) to highly personalized options like electric blankets, heated tables/chairs, electric capes, and even personalized hot potatoes to tuck into one’s pocket for later consumption. A bring-your-own-blanket solution was suggested by some competitors concerned about transmission of



Image source: today.com

infectious disease. However, a number of other solutions advocated for the use of CO-generating devices (natural gas or propane heaters) inside enclosures, highlighting once again the need to communicate clearly regarding the extreme hazard of CO in small spaces.

Designs incorporating passive ventilation. Use of the ‘stack effect’ to passively ventilate enclosures were suggested. In these cases, air warmed by heaters near the floors, occupant body heat, or hot food is allowed to rise and pass-through transoms or vents created in the roof of the enclosures, theoretically helping to clear accumulated aerosols.

City of Chicago Winter Dining Challenge. (2021). Retrieved September 21, 2022, from <https://www.openideo.com/challenge-briefs/chicago-winter-dining-challenge>

Appendix D: Cold Weather Outdoor Dining After COVID-19

Examples

Permanent Open Restaurants Program (New York)

Due to the success of the emergency Open Restaurants Program during COVID-19, New York City is working to create a permanent Open Restaurants program (Open Restaurants, 2022). This program will be managed by NYC DOT and allow restaurants to use the sidewalk adjacent and curbside roadway space in front of their businesses for outdoor dining.

Following is the estimated timeframe for the program:

Fall 2021 to Fall 2022: Legal Actions Take Place (i.e. amendment to zoning text, changes to local law, design, and application details)

Winter 2022: Permanent Program Application Opens

2023: Permanent Program Launches



Image source: nyc.gov

Vision for Permanent Program

- NYC DOT will administer both the sidewalk and roadway café programs through a streamlined application process
- Allow for outdoor dining on the sidewalk and in the curbside roadway space
- Available citywide
- Detailed, upfront design guidance based on the design guidelines outreach process
- Both sidewalk and roadway seating require license agreement
- Full NYC DOT enforcement unit to enforce roadway structures, ADA compliance, clear path, and amplified noise devices
- Continued coordination with other city agencies on enforcement and rules (Source: NYC DOT website)

Fall and Winter Outdoor Dining Guidance (Chicago)

Chicago is committed to ensuring that bars and restaurants can operate outdoors safely and successfully during the fall and winter months (Fall and Winter Outdoor Dining Guidance, 2021). All outdoor service areas must operate under an Outdoor Patio License, a Sidewalk Café Permit or an Expanded Outdoor Dining Permit.

Open Restaurants. (2022). Retrieved September 21, 2022, from <https://www1.nyc.gov/html/dot/html/pedestrians/openrestaurants>

Fall and Winter Outdoor Dining Guidance. (2021). Retrieved September 21, 2022, from https://www.chicago.gov/content/city/en/depts/bacp/supp_info/WinterDining.html

Appendix D: Cold Weather Outdoor Dining After COVID-19

Structure Guidelines

Temporary outdoor structures, including tents, are allowed on private property or the public way under some regulations. While considering outdoor dining option for multiple parties, minimum 50% of the sides needs to be open to ensure airflow. For single party, enclosed structures such as plastic domes can be used ensuring sufficient ventilation. These structures have to be secured using weight or anchors. However, use of screw or drill into public way is not permitted. In terms of using structural materials, fire rated or non combustible material should be used.

Apart from these basic guidelines, the owners should consider the severe weather events (wind, snow, etc.) to be unsafe for outdoor dining. If any of the outdoor dining covers more than 400sqft, it must pursue a Department of Buildings (DOB) permit.

Heating Devices are allowed but must meet the following operational regulations:

- Electrically-powered heating devices are permitted; they must be installed by a licensed electrical contractor, who will obtain an electrical permit.
- Natural gas heaters or any devices fueled with propane are only allowed in open, uncovered areas
- Operators should abide by any recommended safety guidelines issued with a specific product (see the product's operations manual)
- Heating equipment should be unplugged or disconnected for



Image source: Eater Chicago

overnight storage, and employees should be trained in proper installation of fuel tanks and in detecting leaks

- Establishment should maintain clearance between heaters and all other objects, including tent sides. Required minimum clearance distance depends on the heating device; three feet is recommended

(Source: Chicago.gov website)

Charlevoix Downtown Development Authority

New Business

Title: Schedule Work Session

Date: November 28, 2022

Presented By: Lindsey Dotson, DDA Director

Background:

A work session needs to be scheduled to review our 2023-2024 Budget that needs to be sent to Council for approval no later than February of 2023. Co-chair Dipert and Chair Owens have suggested it take place in January.

Please participate in this Doodle Poll so that we can find a day/time that works for everyone.

<https://doodle.com/meeting/participate/id/b2xQowPe>

Recommendation:

Motion to schedule a Work Session for January _____ at _____ am/pm.

Attachments:

None