



Agenda
City of Charlevoix Downtown Development Authority Meeting
Monday, April 24, 2023 - 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 from Regular Meeting on January 23, 2023
 - B. DDA Financial
 - C. Placemaking Committee Minutes
- 6. Reports**
 - A. Bridge Park Building Maintenance Update
Lindsey Dotson, DDA Director
 - B. Director's Report
Lindsey Dotson, DDA Director
- 7. Old Business**
 - A. Resilient Lakeshore Heritage Grant Resolution Amendment
- 8. New Business**
 - A. Construction Promotion Discussion
Lindsey Dotson, DDA Director
 - B. J. Bird Provisions Lease Renewal
Lindsey Dotson, DDA Director
 - C. Live on the Lake Summer Series
Lindsey Dotson, DDA Director
 - D. Election of Officers Discussion
Lindsey Dotson, DDA Director
 - E. Contract Renewal: Bills Farm Market
Lindsey Dotson, DDA Director

F. Cooperative Ad Campaign

Lindsey Dotson, DDA Director

G. Alleyway Improvement Grant Extensions

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 from Regular Meeting on January 23, 2023

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

Recommendation:

Motion to approve.

Attachments:

1. 2023.01.23 DDA DRAFT

City of Charlevoix
Downtown Development Authority Meeting minutes
Monday, January 23, 2023 - 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: Kirby Dipert, Liam Dreyer, Mayor Lyle Gennett, Anne Oosthuizen,
Danielle Scheller, Paul Silva

Members Absent: Sam Bingham, Ron Way

Staff Present: Lindsey Dotson, DDA Executive Director

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Motion by Member Dipert, seconded by Member Oosthuizen to approve the Consent Agenda as presented.

Motion carried by unanimous voice vote.

A. Minutes

Motion to approve the minutes as presented.

6. Reports

Chair Owens asked to move the Bridge Park Building Committee discussion. Chair Owens requested a discussion on this topic, the Board concurred.

A. Director's Report

Lindsey Dotson, DDA Director

Director Dotson questioned if they had enough people to substantiate a table at the Annual Chamber of Commerce Award Dinner. Ms. Dotson stated that she would send out an email to see if anyone is interested in attending the dinner on Thursday, February 23, 2023 at 5:30 p.m.

7. Old Business

A. 2023-2024 DDA Budget

Lindsey Dotson, DDA Director

Chair Owens stated the budget presented would require minor modifications which would include moving some items into different categories. Motion by Member Silva, seconded by Member Dipert to approve the budget as presented with one amendment.

Motion carried by unanimous voice vote.

B. Bridge Park Building Committee Update

Lindsey Dotson, DDA Director

Chair Owens stated John Murray had resigned as their Building Manager and that perhaps there was an opportunity to revamp the way they look at the management of the building. Member Dipert stated that it was a consensus of the Building Committee that items should pass by email before the Board decisions are made and he felt that Director Dotson could handle the day to day issues with the building now that the space was filled with two (2) tenants, the Board concurred.

Chair Owens would request a letter of resignation from Mr. Murray and Director Dotson would draft language for a minor change to the lease agreements to reflect the split of monthly utility charges between the two (2) tenants.

8. New Business

A. 2023 Calendar of Meetings

Lindsey Dotson, DDA Director

Chair Owens stated she had brought up the possibly of changing the Board's meeting schedule to less frequently than once a month. Discussion was held.

Motion by Member Dipert, seconded by Member Silva to amend their meeting schedule to every other month beginning January 2023 with those months being the odd months of calendar year 2023.

Motion passed by unanimous voice vote.

9. Public Comment

A citizen questioned if there would still be funds available for grants that had been available as part of the Main Street Program and questioned the future of the committees.

10. Request for Future Agenda Items

11. Board Comments

Chair Owens stated that they were honored to have two (2) members present who had received Chamber of Commerce Awards - Lindsey Dotson - Young Professional of the Year and Annie Oosthuizen - Business of the Year. The Board congratulated them.

12. Adjourn

The meeting adjourned at 5:51 p.m.

CHARLEVOIX DDA MISSION

The mission of the Charlevoix DDA 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.

Sarah J. Dvoracek/fgm City Clerk

Maureen Owens Chair

Charlevoix Downtown Development Authority

Consent Agenda

Title: DDA Financial

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

DDA financial report as of April 20, 2023.

Recommendation:

Attachments:

1. New Fiscal

CITY OF CHARLEVOIX
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING APRIL 30, 2023

FUND 248 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	REVENUE						
248-000-403.000	CURRENT PROPERTY TAX LEVY	42,516.13	.00	.00	43,900.00	(43,900.00)	.00
248-000-403.001	CURRENT PROPERTY TAX LEVY T/F	508,022.99	.00	.00	508,000.00	(508,000.00)	.00
248-000-411.000	DELINQUENT TAXES - DDA	350.38	35.61	35.61	.00	35.61	.00
248-000-437.000	IFT/CFT TAXES	820.31	.00	.00	800.00	(800.00)	.00
248-000-445.000	INTEREST & PENALTIES - DELINQ	104.27	.00	.00	100.00	(100.00)	.00
248-000-523.001	FEDERAL GRANTS	(7,606.44)	.00	.00	.00	.00	.00
248-000-574.000	STATE REVENUE - OTHER	13,959.04	.00	.00	13,000.00	(13,000.00)	.00
248-000-581.001	GRANTS - OTHER	.00	.00	.00	5,000.00	(5,000.00)	.00
248-000-665.000	INTEREST EARNINGS	702.86	.00	.00	1,000.00	(1,000.00)	.00
248-000-667.000	RENTS & ROYALTIES - SUNSHINE	1,000.00	.00	.00	1,000.00	(1,000.00)	.00
248-000-667.002	PROPERTY RENT - BIBCO	33,628.20	.00	.00	41,200.00	(41,200.00)	.00
248-000-667.005	PROPERTY RENT-LONG RD DISTILL	(2,100.00)	.00	.00	.00	.00	.00
248-000-667.006	PROPERTY RENT - BRIDGE PARK	19,248.42	.00	.00	16,800.00	(16,800.00)	.00
248-000-674.001	CONTRIBUTIONS - TREE LIGHTS	232.20	.00	.00	.00	.00	.00
248-000-674.002	CONTRIBUTIONS - CONCERTS	2,942.45	.00	.00	6,000.00	(6,000.00)	.00
248-000-674.003	CONTRIBUTIONS - PRIVATE SOURCE	1,980.00	.00	.00	.00	.00	.00
248-000-677.000	MISCELLANEOUS	(800.00)	.00	.00	14,300.00	(14,300.00)	.00
	TOTAL FUND REVENUE	615,000.81	35.61	35.61	651,100.00	(651,064.39)	.01

CITY OF CHARLEVOIX
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING APRIL 30, 2023
FUND 248 - DOWNTOWN DEVELOPMENT FUND

	PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
<u>DOWNTOWN DEVELOPMENT AUTHO</u>						
248-728-702.000 SALARIES & WAGES	43,984.23	1,007.53	1,007.53	51,800.00	50,792.47	1.95
248-728-702.001 WAGES (ICMA)	4,796.38	188.19	188.19	5,400.00	5,211.81	3.49
248-728-719.000 EMPLOYEE FRINGE BENEFITS	34,307.69	785.87	785.87	40,400.00	39,614.13	1.95
248-728-740.000 OPERATING SUPPLIES	11,516.00	.00	.00	9,500.00	9,500.00	.00
248-728-776.000 IWF MAINTENANCE	.00	.00	.00	6,000.00	6,000.00	.00
248-728-801.000 MARKETING & PROMOTIONAL SVCS	26,898.12	.00	.00	26,000.00	26,000.00	.00
248-728-801.003 PROMOTION COMMITTEE EXPENSES	9,699.96	.00	.00	9,000.00	9,000.00	.00
248-728-801.004 ORGANIZATION COMMITTEE	.00	.00	.00	700.00	700.00	.00
248-728-801.005 BUSINESS RECRUITMENT/RETENTIO	25,000.00	.00	.00	.00	.00	.00
248-728-818.000 CONTRACTUAL SERVICES	35,755.43	.00	.00	36,000.00	36,000.00	.00
248-728-818.002 DESIGN COMMITTEE	19,694.00	.00	.00	16,000.00	16,000.00	.00
248-728-826.000 LEGAL FEES	449.50	.00	.00	500.00	500.00	.00
248-728-830.000 INSURANCE & BONDS	2,379.51	.00	.00	2,500.00	2,500.00	.00
248-728-853.000 TELEPHONE	1,135.87	70.26	70.26	2,000.00	1,929.74	3.51
248-728-860.000 CONFERENCE & TRAVEL	3,519.17	.00	.00	2,000.00	2,000.00	.00
248-728-888.000 LIBRARY CONTRIBUTION	30,000.00	.00	.00	30,000.00	30,000.00	.00
248-728-933.000 MAINTENANCE - BRIDGE PARK	21,473.00	450.00	450.00	30,000.00	29,550.00	1.50
248-728-962.000 MISCELLANEOUS	.00	.00	.00	100.00	100.00	.00
248-728-962.002 MISCELLANEOUS - MAIN STREET	208.99	.00	.00	500.00	500.00	.00
248-728-964.000 REFUNDS & REBATES	4,394.42	4,447.33	4,447.33	6,000.00	1,552.67	74.12
248-728-995.000 TRANSFER TO OTHER FUNDS	.00	.00	.00	100,000.00	100,000.00	.00
248-728-995.006 TRANSFER TO MARINA FUND-BOND	336,100.00	.00	.00	335,400.00	335,400.00	.00
TOTAL DOWNTOWN DEVELOPMENT	611,312.27	6,949.18	6,949.18	709,800.00	702,850.82	.98
TOTAL FUND EXPENDITURES	611,312.27	6,949.18	6,949.18	709,800.00	702,850.82	.98
NET REVENUES OVER EXPENDITURE	3,688.54	(6,913.57)	(6,913.57)	(58,700.00)	51,786.43	(11.78)

Charlevoix Downtown Development Authority

Consent Agenda

Title: Placemaking Committee Minutes

Date: April 24, 2023

Presented By:

Background:

Recommendation:

Attachments:

1. 4-6-2023 Downtown Placemaking Committee Minutes
2. 2-2-2023 Downtown Placemaking Committee Minutes



Charlevoix Downtown Placemaking Committee

Thursday, April 6, 2023

4:00 PM at City Hall

Minutes

Attendees: L. Dotson, J. Duerr, D. Fate, D. Miles, P. Weston, J. Scheel (Zoning Admin)

Absent: G. DeMeyere, C. Kranz, J. Rowley

The Meeting was called to order at 4 pm. The Minutes from the February 2, 2023, meeting were approved as written.

I. Outstanding Business

- a. DDA Report: DDA did not meet due to Spring break.
- b. Buttars Building: The grant was accepted, and bids are being sought.
- c. Mason St. Infrastructure Project: The schedule and components of the project were published and presented this week to business owners. A number of the recommendations from the SBEI studies are being included.
- d. SBEI Downtown Visioning report: The group agreed that of utmost importance is upgrades to crosswalks to improve safety. Lindsey will contact Chief McDonnell to reinforce this.
- e. Historic District signage: The district has yet to receive formal approval. Pro Image Design has not yet provided recommendations for signage either.
- f. Jr DDA: The group is just getting organized, and is working on a Cinco de Mayo celebration while Bridge Street is closed down for the Mason St project.
- g. Snow removal: Lindsey met with M. Heydlauff, who requested her to research alternatives.
- h. Trash Handling: Since there is no budget, this is not a priority. However, the group agreed it would be worthwhile to speak to Emmet Recycling to explore a partnership with them on recycling opportunities. There is budget for five (5) Big Belly receptacles, but it will take a while to obtain supporting grant funding and to get them.

II. New Business -

- a. Park Avenue Recreational Historical signage: Lindsey will speak with Kent Knorr to offer our support on this, and also to make sure the plans are aligned with the overall signage strategy.
- b. Damaged historical sign in East Park: Pro Image Design will take a look and assess what it will take to repair it.

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- c. 211 Bridge St. - Tax Credit application: There is some movement on this; Lindsey was asked to provide additional information.
- d. Alleyway Grant recipients from 2022 (211 Bridge St and 100 Park Ave): Neither business implemented their grant projects within the required 12 months, so they are requesting additional time. The group agreed to recommend six month extensions.

The meeting was adjourned at 5:15 pm.

Next meeting: June 1, 2023 @ 4 pm in City Hall.

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Charlevoix Downtown Placemaking Committee

Thursday, February 2, 2023

4:00 PM at City Hall

Minutes

Attendees: G. DeMeyere, L. Dotson, J. Duerr, D. Fate, D. Miles

Absent: C. Kranz, J. Rowley, P. Weston

The Meeting was called to order at 4 pm. The Minutes from the November 10, 2022, meeting were approved as written.

- I. Review "Purpose and Responsibilities of Placemaking Committee"** - A minor edit was made and it was agreed that this can be used as is and updated if needed (attached).
- II. Outstanding Business**
 - a. DDA Report: In the January meeting the board agreed to start meeting bi-monthly. The budget was also approved with \$100,000 in funding for the City's 'Mason Street Infrastructure project', including the parking lot and pavers for walkways, as well as DTEs gas easement lines. The DDA funds can be used for such things as lighting, plantings, and perhaps some alleyway improvements. The committee is to be consulted as it progresses, and we can also provide suggestions. The project gets underway Spring 2023.
 - b. SBEI updates: The group was requested to review the Downtown Visioning Report from 9-21-22 and think about items that we can influence which could be initiated in the near future.
 - c. Historic District signage: The SHPO board meeting to approve the district has been delayed. Lindsey provided Pro Image Design with some examples to consider for signage.
 - d. USDOT grant LOI - did not get submitted in December.
 - e. Jr DDA - has not yet formally formed or met, but Lindsey would like them to consider downtown snow removal as a project.
- III. New Business -**

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a. Snow Removal - To address sidewalks in the vicinity of downtown and in front of businesses which are vacant during winter that do not have snow and ice properly removed, it is recommended to form a small task force to meet with P. Elliott, a business owner or two, and ultimately M. Heydlauff to look for solutions to improve the situation.

b. Goals for 2023:

- Finalize the plan for Historic District signage
- Complete the alleyway trash handling survey and use data to recommend an alleyway trash handling plan
- Review SBEI Downtown Visioning report from 2022 and develop potential projects which the committee can influence, including with the Mason Street infrastructure project
- Grant received for Buttars Building restoration - Lindsey shared the awarding of an \$84,000 SHPO grant to the owners of the Buttars building to restore the historic façade, which is \$16,000 less than requested.

The meeting was adjourned at 5:15 pm.

Next meeting: April 6, 2023 @ 4 pm in City Hall.

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Charlevoix Downtown Development Authority

Reports

Title: Bridge Park Building Maintenance Update

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

We have been working with West Climate Control (thanks to Paul Silva for the referral) to address a number of HVAC issues in the building. Some repairs have already been made, others are still in the works since another company will have to be brought in to complete that portion of the project. At this point, we are waiting for them to contact Johnson Controls about getting an estimate, and we will be able to consider that estimate next to another solution West Climate Control will propose to make a decision that will help improve the experience of our tenants inside the building.

Below is a summary of what has been explored and/or remedied from the reports that were sent to us after each service call:

From January 26th:

Consultation with Executive Director of Charlevoix DDA and review of Bridge Park Building building management system (BMS, Metasys) condition and function. Reviewed documents that were emailed to me before the consultation to familiarize myself with the system. The system is currently operational, but the VT-100 access terminal is not connected to the control. Possible issue with terminal keyboard malfunctioning. Replacement of the keyboard may restore the original access and functionality of the terminal and allow for control of zone parameters and set points. Checked functionality and operational state of hydronic systems and boilers. The hydronic system continues to function automatically under the control of the Metasys system, and the four AC units are under individual control. All three Weil-McLain boilers are operational and are connected and controlled by a WM boiler sequencer.

Reference: Nealis Engineering report by William D. Fries, P.E., dated June 8, 2016.

Previous engineering analysis requested by Mark Haydlauff for the DDA in 2016 identified a few existing mechanical issues and building use analysis at the time. The highlights from that review were: The existing mechanical system is in good condition and serviceable; The BMS (Metasys) is functional and serviceable, but upgrades, such as integrating an updated software/control interface may be desirable; The sizing of zones 3 and 4 (3 especially) are slightly undersized for heavy occupancy/kitchen/restaurant use; Zone 3 was disassembled (for the addition of brewery/kitchen equipment) and not operational. Currently, the biggest issue affecting space usage of zone 3 is the decommissioning and absence of all ductwork serving or connected to zone AC unit 3. Restoring any temperature control in this area will require the re-installation of ductwork sized for the current 3-ton AC unit, or the replacement of the AC-3 packaged unit with a 5-ton unit along with the installation of adequate ductwork. Otherwise, the zone 4 AC unit is the only unit supplying airflow to the space. It is only controlled by the thermostat in the separated shop space adjacent to J-bird, leaving the J-bird space uncontrolled. Recommendations are to attempt restoration of access to the Metasys system; if unsuccessful, a Johnson Controls representative will need to be brought in. Also, recommend an

estimate to be completed for an upgraded package/heat pump unit and/or re-installation of zone 3 ductwork. Following the restoration of BMS access and zone functionality control, I recommend re-commissioning all system components and control interfaces to identify any additional issues for rectification.

From February 13th:

Assessment of AC-3, Trane Heat Pump unit, and zone controls. Inspected units and components, and verified functionality of blower, compressor, wiring, and controls. The trane unit is functional and will respond to controller relay outputs. Tested controller binary output connections; relays responding correctly. Verified flow to zone heating coil. Confirmed airflow into J-Bird space. The system is operational but there is currently no way to control it. The next step will be to restore controller communication and response to the building management system, if possible. Any additional mechanical documents available for review would aid in ensuring optimal unit performance is achieved for each zone, as well as assist in making any recommendations for modification to suit the current space arrangement/use.

On 2/14- Returned with the controller to access the building management system. Reconfigured and re-established the connection between VT-100 terminal and Metasys Companion LTD building management control. Discovered the building manager database is empty and has been lost from memory due to failure of the controller on-board backup battery. This also prevents central access to individual unit controllers and is unable to gain access to a program for rebuilding the database. The DX-9100 digital input/output controller is actively running the system and could potentially be used for direct system adjustments, but the programming key is missing and without it, no changes can be saved. Cannot make a building management program operational in its current state.

Two recommendations are below:

- First option- schedule a consultation with Johnson Controls over their building management program for the next options, which may include regaining access to the control program and/or upgrading the system control interface.
- The second option- consider installing new individual thermostats for direct control of individual air handling units.

Both options are being explored and an update will be provided on pricing when it becomes available.

Recommendation:

No action is required.

Attachments:

None

Charlevoix Downtown Development Authority

Reports

Title: Director's Report

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

In the news:

<https://upnorthlive.com/news/local/charlevoix-discussing-plan-to-develop-51-room-hotel-in-downtown-area>

https://northerninitiatives.org/customer_stories/j-bird-provisions/?fbclid=IwAR0Zh8YmBRCx7zv726y8Awz7ppt55SZ6MVO93FJ3AYI5abDBjTq98K6B5II

<https://www.petoskeynews.com/story/news/2023/02/17/new-hotel-development-proposed-in-charlevoix/69899746007/>

Director Out of Office

During the week of May 1st, it's possible that I will have to travel to Lansing to take care of some personal matters. I was also invited to participate in the Governor's Awards for Historic Preservation at the Capitol on the morning of May 4th. I might end up working remotely from downstate so that I don't have to make two trips in one week, but that still depends on a couple of things. No matter what, I will be back in town on the afternoon of the 4th.

I will also be working remotely from May 10th - 12th as I will be attending the Michigan Historic Preservation Network's Annual Conference on Mackinac Island.

The NLEA Economic Symposium is on May 22nd and takes place at Boyne Mountain. I will be out of the office most of the day but will return in time for our May board meeting that evening.

I may also take Thursday and Friday, May 25th and 26th off completely.

RRC Updates:

- **Priority Redevelopment site/Antrim Street project:** Final renderings and cost estimates for the project that would add one story to the building and also include a major facelift is attached. We have since met with MEDC to talk about potential incentive programs the owners can tap into to get this project off the ground. A proforma is being started and progress with that will be shared when available.
- **Priority Redevelopment Site/Hurlbut project:** Final site plans have not been submitted for approval due to some delays related to financing and additional engineering that needed to be completed. Now the developer plans to have those plans ready to be approved at the May Planning Commission and it will involve a rework of the exterior of the building so that the design blends in a bit better with area architecture. The proposal at this point is still for a hotel, not site condominiums. Our planning staff and I have been in regular contact with the development team and so far they have been great to work with.

- **Design assistance - VUE Wine Bar:** Attached is the scope of services being awarded to VUE Wine Bar as a way to reimagine the facade of their building since it is in desperate need of repair/maintenance. This past week, the architect met with me, the property owner, and staff from the Michigan Municipal League to kick off the project and it sounds like it will be a great outcome. It might involve more than just the front of the building and it will also include cost estimates for the proposed work to be done. The turnaround time for this will be approximately 3 weeks as the architect was already in town to take measurements, photos, and drone video to create a 3d rendering of the property.

Match on Main Grant Update:

During the most recent funding round, we submitted two grant applications on behalf of downtown businesses. One proposal was for Black Market Foods and the other was for Mushroom House Tours. Unfortunately, neither received funding.

FatFace Ribbon Cutting

Members of the DDA Board are invited to attend the ribbon cutting at FatFace, which recently opened at 325 Bridge Street. The event will take place on Wednesday, April 26th, at 11 am. Hope to see you there!

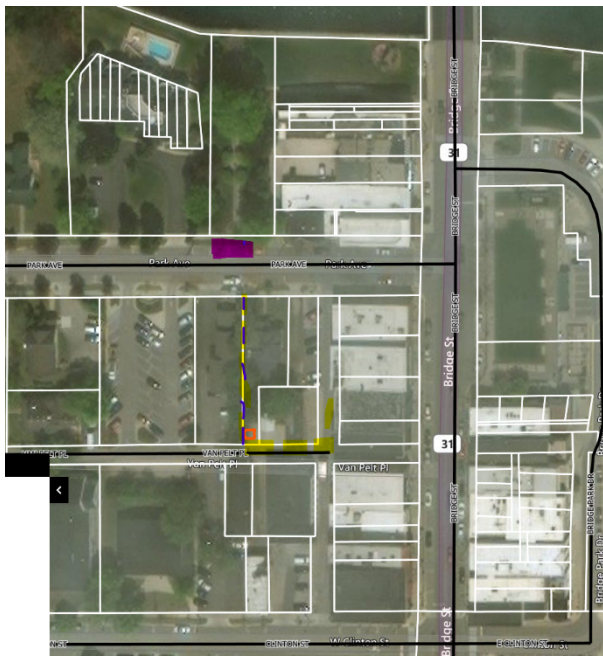
DTE Construction Update:

Their project is nearly complete aside from the work still happening near Dixon Ave. and the repaving that will have to take place once the concrete is available.



Electric Department Construction Update

Another project has begun in Van Pelt Alley to install a new transformer and conduit to connect it to buildings in the area. The work is being done by the City's Electric Department. On Monday, March 27th, they are starting in front of Hoffman Park, boring along the edge of that parking lot (purple dash line). Putting a new transformer in the alley (orange box), then open cutting the alley where the yellow line is, going to the back of 205 Bridge.



Mason Street Project

The project began on April 10th. On Wednesday, April 5th, a Business Owners' Meeting was held at 8 am here in City Hall. During that meeting, Pat Elliot and Mark Heydlauff presented what the city project would entail on Mason Street, the parking lot, and the alley. All the information about these projects can be found in the most recent agenda packet for the City Council meeting that took place this past Monday. I have also attached an information sheet that was drafted by the City Manager. Click this link and then click on items B and C under "All Other Business and Requests."

<http://charlevoixmi.civicclerk.com/web/player.aspx?id=1451>

Bridge Street will be closed the first week of May, with traffic rerouted via Hurlbut to either Clinton or Park Ave. Antrim will still be open as well. So, essentially, the 300 and 400 blocks will be shut down, and to help alleviate some of that pain for the businesses, we are working to plan some street activity during the First Fridays event on May 5th.

Bridge Park Building Management

I've attached a copy of the written notice received from John Murray about no longer managing the Bridge Park Building for the DDA. This was discussed during a past meeting but it had not been provided in writing yet at that time.

Shared Calendar Update

A few years ago, board members from the DDA, Chamber, and Visitors Bureau met to identify partnership goals. One of those goals was the creation of a shared calendar that is essentially the same on any website so that there are no longer duplicated efforts amongst our organizations plus other community partners. After over 2 years of working with a company called Locable, which promised they could create what we were asking for, we decided to end our relationship with them because they still weren't delivering the exact product we had requested from the beginning. Then, the web developer that Visit Charlevoix works with created a custom calendar to our liking, which has unofficially launched and is working well so far. Here is a link to how the calendar displays on our website: <https://www.downtowncharlevoix.com/calendar>

Since we were ending our relationship with Locable, I had to find another way to display an interactive

business directory, because I had been using that feature that they also offered [downtowncharlevoix.com](https://www.downtowncharlevoix.com). I did some research and met with a few companies and ended up choosing to work with Munibit, who doesn't lock you into a contract and only charges \$29 monthly. The great thing about this company: not only do I have a (much better) business directory, I am able to create other types of maps that include things like amenities, parking, tours, and more. Here is a link to our business directory: <https://www.downtowncharlevoix.com/business-directory> and here is a link to the visitor info map: <https://www.downtowncharlevoix.com/parking-restrooms>

Soon, I will be adding other amenities like EV charging stations, bike racks, drinking fountains, etc. This was also all leading up to the fact that our mobile app, Life in Charlevoix, will no longer be updating after this year, so we had to find a good mobile-friendly solution for getting that sort of information out into the world.



National Register Nomination Update:

The State Historic Preservation Office has been working on nominating our downtown to the National Register of Historic Places as a part of the community partnership program. However, due to staffing issues, the project has been delayed. I have not been given a timeframe for when to expect this project to be completed.

Lakeshore Resilience Heritage Grant Awarded

We were recently notified that the project at 216 Bridge Street (Round Lake Books building) was awarded a grant from the State Historic Preservation Office in the amount of \$84,045.50. This money is to assist with the facade rehabilitation of the Buttars building. I am currently working through the legalities of the grant agreements, formal bidding process, etc. with the state of Michigan.

State Historic Tax Credit Application Update

Just this past week, we finally heard back from SHPO about the tax credit application that was submitted on behalf of 211 Bridge Street. We have to submit follow-up documentation as a next step. If this gets approved, the credit would be worth \$2M.

Deed Restriction/Housing Grant Update:

After months of going back and forth with Housing North and the property owner, we have a deed

restriction document drafted that both parties agree to. Construction on the apartments that will be located on the lower level of the building (the deed-restricted units) has begun but is not finished yet. A copy of the deed restriction is attached.

Big Belly Update

I have been searching for grant funding opportunities that could support the purchase of the Big Belly recycling and trash bins for months and finally found a program that will fit the bill (thanks to volunteer J. B. Hoyt for sending the opportunity to me): MICHIGAN RECYCLING INFRASTRUCTURE AND SMALL COMMUNITY EDUCATION GRANTS. The deadline to apply is May 19th and up to \$1M can be requested. Since we won't know about the outcome of the grant application for some time, and Big Belly's lead time is 4-6 months at this point, it's likely we won't be able to place the order and get them out into the community until next year.

Chamber Award Videos

If you were unable to attend the Chamber's Annual Meeting and Awards event, you can view the award videos by visiting their YouTube page:

<https://www.youtube.com/@charlevoixareachamberofcom5308>

Housing Guidebook for Local Leaders

I recently contributed content to a guidebook published by the National Main Street Center/Main Street America and it was released this past week. Here is a link to the entire book.

<https://www.mainstreet.org/howwecanhelp/housingguidebook> I've also attached images of the sections featuring Charlevoix.

Recommendation:

No action is needed.

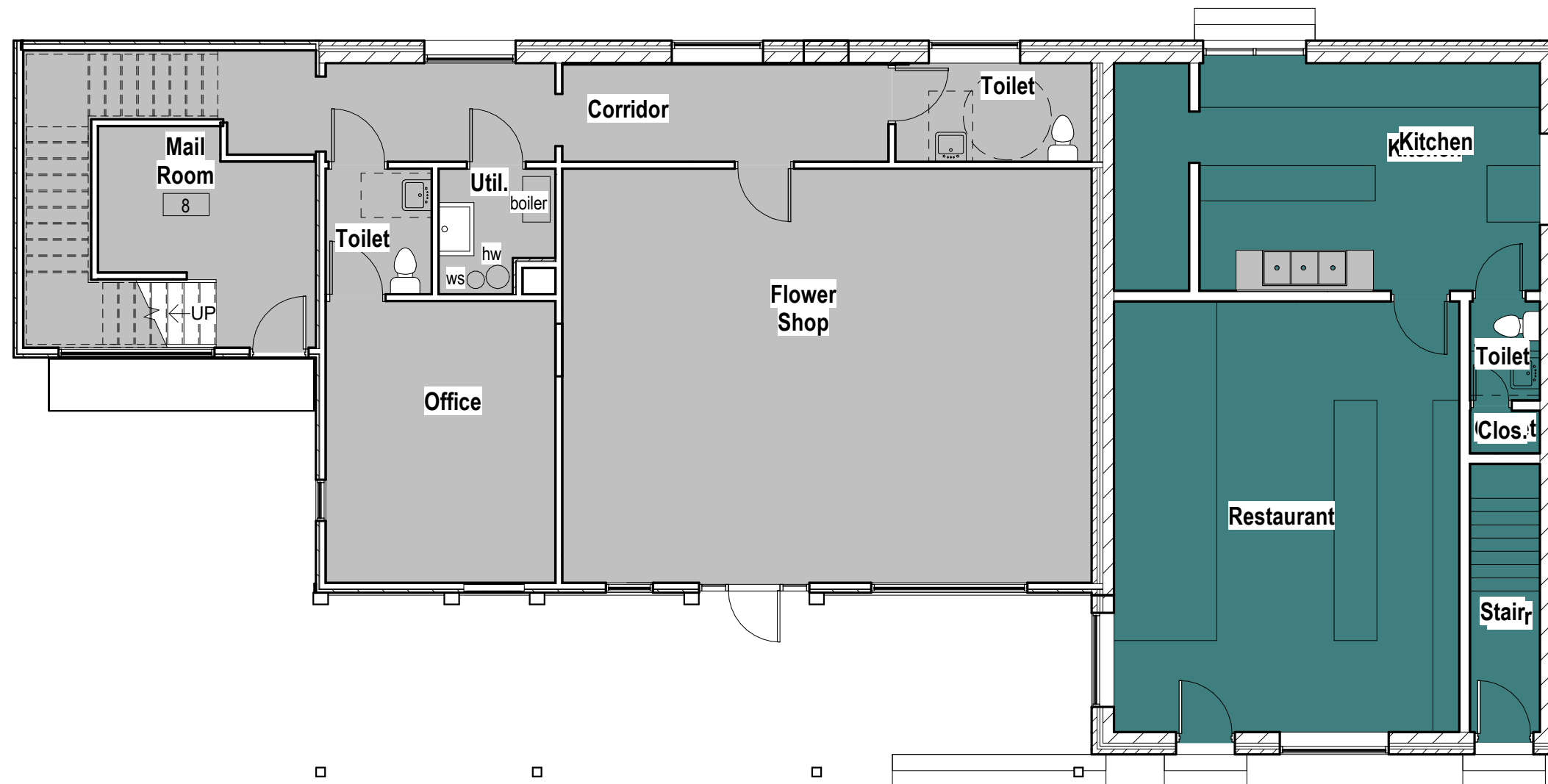
Attachments:

1. 115 Antrim Charlevoix - FINAL
2. 101 Bridge Street - Scope of Work
3. Mason Street 2023
4. Email - John Murray
5. DeedRestriction211BridgeStCharlevoix3-15-23
6. housing guidebook cover
7. housing guidebook spotlight 2
8. Housing Guidebook
9. housing guidebook 2
10. housing guidebook quote



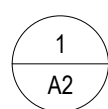
Option 1A - new Siding, new windows in existing openings, painted canopy @ floral
new canopy @ restaurant

SHEET INDEX	
A0	COVER
A1	A1 - FIRST FLOOR PLAN
A2	A2 - SECOND FLOOR PLAN
A3	A3 - BUDGET COST ESTIMATE
A4	A4 - BUILDING ELEVATIONS



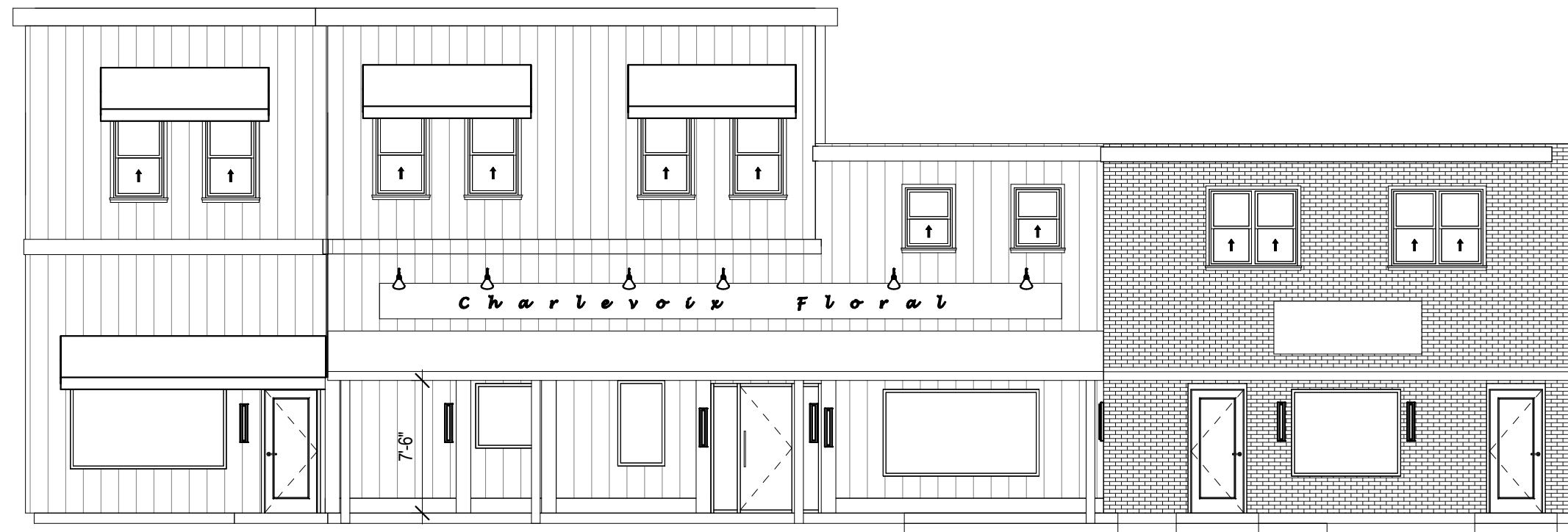
1
A1
FIRST FLOOR - EXISTING TO REMAIN
1/8" = 1'-0"



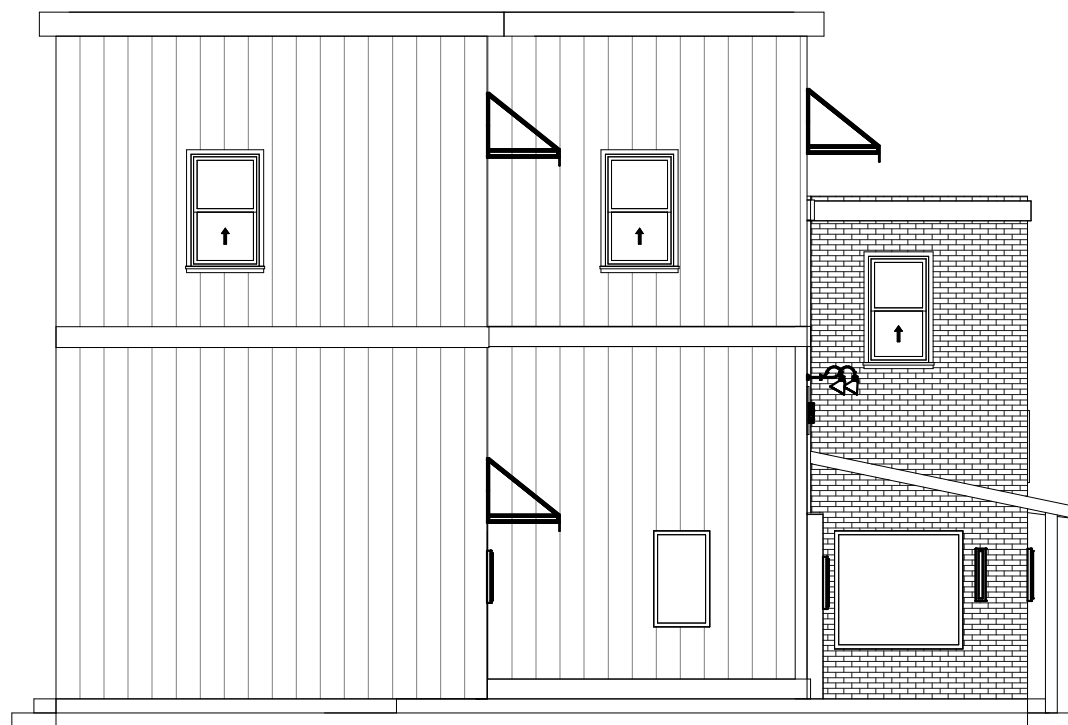


SECOND FLOOR - PROPOSED ADDITION

1/8" = 1'-0"



2 SOUTH ELEVATION Option 1A
A4 1/8" = 1'-0"



1 WEST ELEVATION Option 1A
A4 1/8" = 1'-0"

Project Proposal

Friday, February 10th, 2023

Dear Michigan Municipal League,

Driven Design Studio welcomes the opportunity to collaborate with you regarding the exterior renovation of 101 Bridge Street, Charlevoix, Michigan. This letter outlines the proposed services and functions as our agreement for the project as defined and the services described herein.

Project Description

Based on the email on Thursday, February 9th and follow up call, it is our understanding that you are looking for exterior renderings and preliminary cost estimates for the exterior renovation of 101 Bridge Street, Charlevoix, Michigan. The goal of the project is to remove the 1970's mansard roofs and design and restore the building back to it's historic intent with modern features.

Scope of Services

Driven Design Studio will provide architectural services to provide a schematic design set of contract documents (drawings) for preliminary pricing. The services will include one site visit to verify existing conditions and discuss the project scope. A maximum of three design iterations are included in the scope of services, additional services are outlined below.

Driven Design Studio is to be provided with the following documentation in order to complete our services:

- All existing drawings (if available)
- A site survey (if available)

Driven Design Studio **will not** be providing the following services as part of this agreement:

- Civil or Structural Engineering
(There are no structural or site changes in this phase)
- Mechanical, Electrical, or Plumbing engineering
(There are no MEP changes in this phase)
- Construction Documents, Bidding or Construction Administration
(A separate proposal will be provided for these services)

Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105

Professional Services Provided
Architecture

Compensation (Fixed Fee)
\$5,000

Reimbursable Expenses
See Exhibit A

Schedule
Schematic Design: 3 weeks

*Schedule to vary depending
on owner feedback

Cody Newman
(269) 753 - 8040
Cody@drivendesignstudio.com
drivendesignstudio.com
facebook.com/drivendesignbc

Deliverables

Site Plan set of architectural drawings are to include:

- Cover Sheet and Code Review
- Architectural Site Plan (for reference only)
- Existing and Demolition Plans
- Architectural Elevations
- Renderings depicting the completed project

Photo Release

Driven Design Studio uses virtual visualization, live, video, and still photography to assist with promotion of the firm and it's work. All photos taken of the project by your photographer or videographer may be used by Driven Design Studio. This material may be used for promotional purposes on our website, submittals for architectural and interior design awards, and through social media platforms.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

Compensation

Driven Design Studio proposes that basic compensation be a lump sum of **\$5,000** to complete the services outlined herein. In addition to basic compensation, you will be invoiced for reimbursable expenses incurred by Driven Design Studio. Reimbursable expenses are outlined in Exhibit A.

Invoices will be sent out monthly for the percentage of the work completed and payment is due upon the receipt of invoice. Payments may be made by cash, check, or ACH transfer. If you elect to pay via credit card, there is an additional 3% surcharge fee added to the services. A service charge of 1.5% per month is applied to accounts unpaid after 30 days from the date of invoice. As we progress through our services, if the project is abandoned for any reason, compensation shall be for the time incurred to date plus reimbursable expenses.

Additional Services

Additional services not specifically identified in the Scope of Services shall be paid for by the Client in addition to the fees previously stated, provided the Client authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within two months of the date of this agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as additional services at the rates outlined in Exhibit B.

Client Contact Information

Below is the information we need to start the project and to ensure we have your billing information correct. Driven Design Studio does not share your information with any third party.

Client Name / Title / Position (Primary Contract ☐)

Phone Number

Email

Secondary Contact Name (Primary Contact ☐)

Company Name

Company Address

Company Website

Limited Liability

Driven Design Studio makes no expressed or implied warranties by its provision of services under this Agreement. Michigan Municipal League and Driven Design Studio have discussed our respective risks, rewards, and benefits related to the project and the Driven Design Studio total fee for services, and we have allocated the risks such that if the Owner or others makes a claim against the Architect, the Owner is limited in the amount which it may recover as "Damages" to the amount of fees that the Architect has collected from the Owner.

Indemnification Clause

The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligations to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner shall be limited to the available proceeds of the insurance coverage required by this Agreement.

Conclusion

We hope the information contained within this proposed agreement is acceptable. Please provide your written authorization to proceed with the services described herein by signing on the line provided and returning a copy to our office via e-mail (cody@drivendesignstudio.com) so we may honor the terms and conditions contained herein.

We are excited to work with you on this project and we look forward to hearing from you soon. Please contact us if you have any questions.

Sincerely,



Cody Newman 2/12/2023
President

ACCEPTED AND AGREED ON BEHALF OF MICHIGAN MUNICIPAL LEAGUE

Signed Name

Printed Name

Date

** Please fill out Exhibit C and return a signed copy of this agreement and Exhibit C to headquarters@drivendesignstudio.com.

Exhibit A. Reimbursable Expenses

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Driven Design Studio, and its employees in the interest of the project. Reimbursable expenses include the following:

TRANSPORTATION

Mileage using our own vehicles will be invoiced at the standard IRS allowable rate. Other transportation expenses include car rental, parking, meals, airfare, and lodging. All transportation costs will be invoiced without markup. One site visit is included in the fee.

FEES

Any fees paid for securing approvals, and/or information from authorities having jurisdiction over the project are to be reimbursed at cost plus ten percent.

COMMUNICATIONS

Expenses include any shipping or otherwise required communication cost are to be reimbursed at cost plus ten percent.

REPROGRAPHICS

Expenses including printing, photocopying, and duplication charges incurred. All 24"x36" sheets are to be reimbursed at \$6 per sheet.

INSURANCE

Expenses include insurance coverage or limits, including professional liability insurance in excess of \$500,000, requested by the Owner.

Exhibit B. 2023 Hourly Rates

Below are the 2023 Driven Design Studio Billing rates for architectural and interior design services. If mechanical, electrical, plumbing, civil, or structural engineering services are required we are able to partner with local firms and provide rates for their services on a project by project basis. Hourly rates are subject to change annually.

Principal Architect -	\$180 Per Hour
Senior Project Manager -	\$150 Per Hour
Project Manager -	\$125 per Hour
Interior Design Manager -	\$125 Per Hour
Interior Design Technical Staff -	\$90 Per Hour
Architectural Technical Staff -	\$90 Per Hour

All mileage is to be billed out at the current IRS rate

Exhibit C. Project Information

Below is the information we need to start the project and to ensure we have the initial project information correct.

101 Bridge Street Exterior Renovation_____

Project Name

101 Bridge Street, Charlevoix, MI_____

Building Site/Address

Existing_____

New or Existing Building (Provide Approximate Square Footage)

There is no change in use proposed_____

Proposed Use

Own_____

Lease or Own (if lease provide landlord information below)

All existing utilities on site are to remain_____

Utilities on Site

Budget (approximate)

Proposed Timeline

Contractor/Construction Manager



City of Charlevoix

MASON STREET IMPROVEMENT PROJECT

+ parking lot & alley repairs
+ beautification



Purpose

Some of the City's most critical infrastructure is tied to the 100 block of Mason Street. A very large storm sewer line runs under the street and is currently undersized for future improvements needed in neighborhoods to the west of downtown. Aging infrastructure in this block and around it are in need of improvement; failing to do so now increases the risk of an unplanned closure for repair. This project will complete the improvement of cross streets into Bridge Street and will facilitate a smoother reconstruction of Bridge Street at some point in the future when MDOT does that work.

Result

When completed in late June, the 100 block of Maon Street and the adjacent parking lot and alley to the north will be completely reconstructed. This will include full-restoration after the construction of this springs DTE gas line installation, all new underground City utilities, mostly new sidewalks, new asphalt road and parking lot surface and the installation of landscaping, trees, brick pavers and other aesthetic improvements. Several years ago, the City and DDA jointly conducted a study of the alley corridor behind the buildings on the west side of Bridge Street. This Alley Corridor Vision and Implementation Plan provides the basis for the improvements in the parking lot, alley, and aesthetic improvements in the roadway of Mason Street. The bioswails and other underground improvements will reduce the storm water discharged into Round Lake and improve the water quality. EV charging stations will also be included with new parking lot lights. In total, this project will cost about \$1.6 million. While inconvenient, spring construction provides the best weather and working conditions and is less impactful than summer or fall construction.

Key Dates (all subject to weather and construction conditions)

Equipment and materials will begin arriving soon.

April 17- Mason Street Demolition begins (limited traffic flow)

April 20-May 2- Deep excavation for sewer replacement; very little access maintained

May 1-5- Bridge Street closed from Hurlbut to Park to facilitate new sewer connection

May 10- Parking lot and alley construction begins

June 15- Mason Street reopens

June 22- Parking lot and alley reopens

The few days of Bridge Street closure are an optimal time for façade and other outdoor work. We can facilitate access for contractors and most deliveries. DDA Director Lindsey Dotson will be keeping up on project developments and able to communicate updates as needed. By July, we'll have a much-improved street and parking area!

Lindsey Dotson

From: johnmurray@bhhsml.com
Sent: Tuesday, February 21, 2023 11:15 AM
To: Lindsey Dotson
Subject: FW: Beaver Island building
Attachments: DDA Jan23.pdf

This message was sent securely using Zix®

Maureen and Lindsey,
Thank you so much for the opportunity to manage the building for you and the DDA.
At this time I have decided to resign as the management company (Northwest Rentals).
I have decided to travel more and try to slow down a bit.
It was my pleasure working with you and if I can ever do anything to help our city
Let me know.
Thank you.
John Murray

John Murray
Associate Broker
Berkshire Hathaway
231-675-9905
Chairman's Circle Gold Award

From: Matt Murray <mattmurray@bhhsml.com>
Sent: Tuesday, February 21, 2023 9:50 AM
To: John Murray <jgm@charlevoix.com>
Subject:



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

This message was secured by Zix®.

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this 29th day of March, 2023 (the "Effective Date") by and between Housing North, a Michigan nonprofit with a mailing address of 818 Red Drive, Suite 10, Traverse City, 49684 (the "Grantee"), and 211 Bridge Street Associates, LLC, with an address of 51 W Long Lake Road, Bloomfield Hills, MI 48304, ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, in exchange for compensation as set forth in a Real Estate Transfer Tax Valuation Affidavit filed pursuant to MCL 207.504 and MCL 207.525, Owner has agreed to place certain restrictions on the use of the Property for the benefit of the Grantee by requiring occupancy of the Property according to the occupation obligations as described below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and as referenced in the Real Estate Transfer Tax Valuation Affidavit, the Parties agree as follows:

1. Property. The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: "Property. The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: 211 Bridge Street, Units C & D, Charlevoix, Michigan 49720, as more specifically described in Exhibit A."

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- a. *Person* means a natural person and excludes any type of entity.
- b. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in M.C.L. 168.11 shall apply.
- c. *Qualified Household* means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident.
- d. *Qualified Resident* means a person who occupies the Property as the Owner or tenant with the Property being the Owner's or tenant's primary residence. The Owner or tenant will be considered as occupying the Property as his/her/their primary residence if the Owner is living at the Property for at least ten (10) months out of each calendar year. Housing North may, in its sole discretion, grant a temporary waiver of this occupancy requirement for good cause such as illness, temporary job relocation, military deployment or sabbatical. The Owner or tenant must provide written request for a temporary waiver of the owner occupancy requirement to be a qualified resident at least thirty (30) days prior to such temporary vacancy if reasonably possible. The Owner's or tenant's failure to comply with the provisions of this paragraph may,

following a three (3) month notice to cure, be deemed a breach of this Deed Restriction, allowing Housing North or the City of Charlevoix to enforce this agreement.

- e. *Managing Entity*: Housing North shall act as the managing entity under this Agreement. As such, Housing North shall be responsible for receiving and maintaining the Annual Verification statements as described below in paragraph 5.

3. Occupancy Restrictions.

- a. At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence.
- b. Owner may rent the Property as long as the Property is continuously occupied by a Qualified Household.
- c. A Qualified Resident may lease a room or rooms in the Property to one or more persons, provided that the Qualified Resident still occupies the Property as his or her principal place of residence. For purposes of this provision, no lease shall be less than one month.
- d. If the Qualified Resident is renting the Property, the initial lease term must be for a minimum of twelve (12) months. After the initial 12 months, a lease agreement may be renewed for a shorter term, but no less than one month.
- e. The Property shall be used for residential purposes only. No commercial activity shall occur on or in the Property other than home occupations as may be permitted within the zone district applicable to the Property.

4. Annual Verification. No later than February 1st of each year, beginning in the year following this agreement, Owner shall submit a written statement to the Managing Entity including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

- a. Evidence to establish that the Property was occupied by a Qualified Resident during all of the prior calendar year;
- b. If applicable, a copy of the lease form currently used for the Property; and
- c. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

5. Subdivision of Property. If the Property is subdivided or more than one dwelling is created or constructed on the Property, the requirements of this Deed Restriction Agreement shall apply to all new parcels created from the division of the Property and/or any dwelling unit constructed on the Property.

6. Breach.

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or to default in payment or other obligations due to be performed under a promissory note secured by a mortgage encumbering the Property. Owner shall notify the Grantee, in writing, of any notification received from any lender of past due payments or defaults in payments or other obligations within 5 days of receipt.

b. If the Grantee has reasonable cause to believe Owner is violating this Agreement, the Grantee or its agent including the Managing Entity may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice of the time and individual or individual(s) inspecting the Property. This Agreement shall constitute Owner's permission to enter the Property during such times upon such notice.

7. Enforcement. This Deed Restriction Agreement may be enforced by Housing North any agent, successor, or assign. This Agreement may also be enforced by the City of Charlevoix, which is an express third-party beneficiary to this Agreement.

8. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Deed Restriction. Similarly, a decision not to enforce this Deed Restriction is not a waiver of the rights held by Grantee to pursue remedies in the future.

9. Remedies.

a. The Grantee or City shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Deed Restriction. All remedies shall be cumulative.

b. The cost to the Grantee or City of any activity taken in response to any violation of this Deed Restriction, including reasonable attorney fees, shall be paid promptly by Owner.

10. Foreclosure.

a. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

b. Owner shall give immediate notice to the Grantee: of any notice of foreclosure under the mortgage or any other subordinate security interest in the Property; or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the mortgage or other subordinate security interest in the Property.

c. Within 60 days after receipt of any notice described herein, the Grantee may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Grantee may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

d. The Grantee shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

11. Miscellaneous.

a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

b. Integration. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Grantee, superseding all prior oral or written communications.

c. Runs with the Land. The benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on any subsequent holder of an ownership interest in the Property.

d. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Michigan, and any legal action concerning the provisions hereof shall be brought in Charlevoix County, Michigan.

f. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

g. Third Parties. The City of Charlevoix is an express third-party beneficiary to this Agreement. There are no other intended third-party beneficiaries to this Agreement.

h. No Joint Venture. Notwithstanding any provision hereof, the Grantee shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Grantee shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

i. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

j. Recording. This Agreement shall be recorded with the Charlevoix County Clerk and Recorder.

k. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for

violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Charlevoix City Council, their now living descendants, if any, and the survivor of them, plus 21 years.

12. Cessation of Existence. If the Grantee ceases to exist, then this Deed Restriction shall become vested in another entity, which shall be the City of Charlevoix or another Michigan nonprofit organization, which is has similar organizational purposes as Grantee, and which agrees to assume Grantee's rights and responsibilities under this Deed Restriction. Owner shall be promptly notified of the name and contact information for the successor entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOUSING NORTH, a Michigan Nonprofit

Yarrow Brown, Executive Director

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2023, by _____.

Notary Public
Certified in _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

OWNER

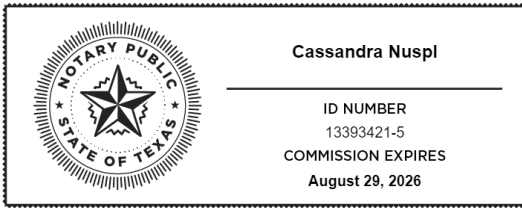
**211 Bridge Street Associates, LLC, a
Michigan limited liability company**



Andrew Margulies, Member

STATE OF Texas)
) ss.
COUNTY OF Navarro)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
29th day of March, 2023, by Andrew Margulies.



Cassandra Nuspl

Cassandra Nuspl

Notary Public

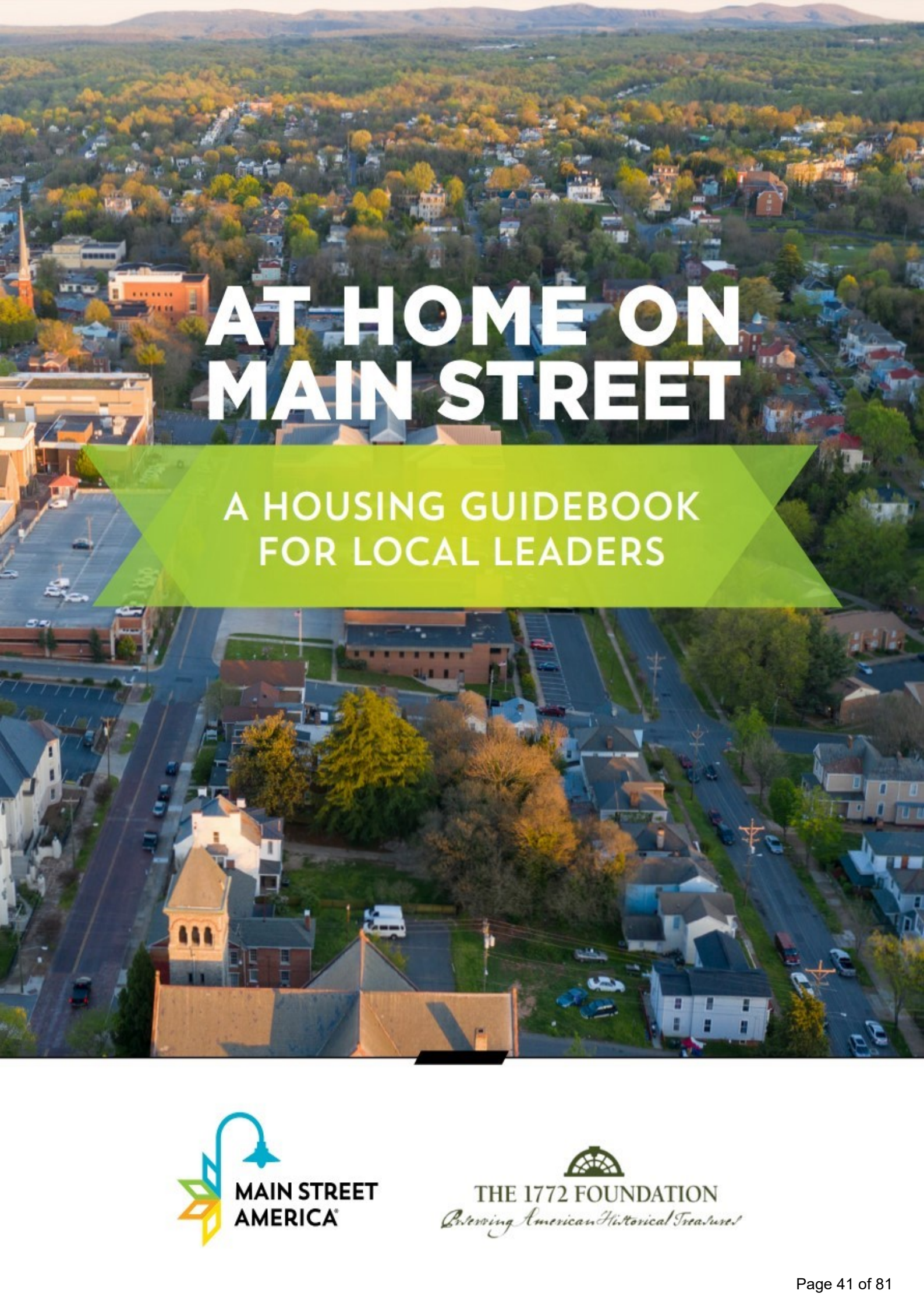
Certified in Texas County, Navarro

Acting in Texas County, Navarro

My commission expires: 08/29/2026

Notarized online using audio-video communication

Drafted by and when recorded return to:
Yarrow Brown
Housing North
P.O. Box 1434
Traverse City, Michigan 49685

An aerial photograph of a town with mountains in the background. The town is densely packed with houses and trees, some of which are showing autumn colors. A large green banner is overlaid on the middle of the image.

AT HOME ON MAIN STREET

A HOUSING GUIDEBOOK
FOR LOCAL LEADERS





Bolstering Housing to Support Downtown Year-Round in Charlevoix, Michigan

Charlevoix Main Street/DDA — Charlevoix, MI

2020 POPULATION
(COMMUNITY)

2,348

2020 POPULATION
(DISTRICT)

281

CHANGE IN POPULATION,
2010-2020 (DISTRICT)

+13%

CHANGE IN HOUSING UNITS,
2010-2020 (DISTRICT)

+7%

PERCENT OF HOUSING BUILT
PRE-1940 (DISTRICT)

14%

PERCENT OF HOUSING BUILT
2010 OR LATER (DISTRICT)

1%

FOR NEARLY TEN YEARS, CHARLEVOIX MAIN STREET (CMS) HAS BEEN WORKING TO MAKE THEIR COMMUNITY'S ECONOMY MORE SUSTAINABLE YEAR-ROUND.

While summer tourism is a primary economic driver in the area, in recent years it's become clear that residents and other locals want and expect more from their downtown. In response, CMS has participated in several initiatives, including winter-specific special events and festivals and winter-focused promotion campaigns, and prioritized assisting year-round businesses over those that are only open seasonally. The local Visitor's Bureau has also supported this goal by targeting their advertisement dollars to non-summer months. The effects of these efforts have materialized over the last five years with a notable expansion in Downtown Charlevoix's busy season. Although Charlevoix Main Street sees successes, according to CMS Executive Director Lindsey Dotson, it also has become clear through the process, the only way to achieve a robust year-round economy is by increasing the number of residents in the district.



CHARLEVOIX



Although housing had already been identified as an important next step for Charlevoix Main Street, the COVID-19 pandemic was the precipitating event that set housing solutions into motion. Dotson states:

“Even though a lack of affordable housing has plagued our region for years, the pandemic is when we started to feel the effects of that shortage. It started to affect the quality of life that people expected to have while they were here. Longer wait times at restaurants, several days when restaurants had to close due to lack of staffing, all the way to quality of care given at our local hospital and long-term care facilities. It was what helped shine a light on the fact that we weren’t just missing affordable housing for service workers, but that we lacked entry-level and ‘missing middle’ housing options for all sectors of workers in our community, from public safety and first responders to nurses and educators.”

As a summer destination for tourists, the popularity of short-term rentals in Charlevoix puts pressure on the limited available housing options for long-term renters. For Dotson and Charlevoix Main Street, this issue was seen as one that was beyond what the organization could control, so they set their attention towards other ways they could contribute to housing needs in their community, such as rarely used second-story office spaces adjacent to surface parking lots, and smaller buildings that sat mostly vacant.

Other entities in Charlevoix also responded to the need for more housing, including a regional nonprofit organization called [Housing North](#). The organization began working with the City on policy changes and programs, including strategies for managing the number of short-term rentals. A deed restriction program was also created that offers an incentive to property owners for placing a deed restriction on properties requiring them to be occupied by the same tenant for ten months of the year, regardless of whether the tenant is a renter or an owner. Interested in encouraging private investment in housing units that were deed restricted, Charlevoix Main Street developed a new Downtown Housing Incentive program in the form of a reimbursement grant that pays \$15 per square foot of a unit, new or remodeled, up to a maximum of \$25,000 per project. CMS worked with a team supported by Housing North, the Michigan Economic Development Corporation, the City Attorney, and the Economic Vitality Committee to draft program guidelines “from scratch” according to Dotson. The relatively new program has successfully awarded one grant so far, and Dotson states that while it “doesn’t seem like much, we acknowledge that this change will be slow and steady, and our program will likely only be the right fit for a handful of projects in its lifespan.”



“At first, the thought of being involved in discussions about housing seemed daunting to our organization, being that it is such a big topic and is usually dealt with by other organizations, but slowly we started to acknowledge a major gap that we could help fill.”

LINDSEY DOTSON
EXECUTIVE DIRECTOR OF
CHARLEVOIX MAIN STREET

Photo Credit: Hawkeye Aerial Services

Charlevoix Downtown Development Authority

Old Business

Title: Resilient Lakeshore Heritage Grant Resolution Amendment

Date: April 24, 2023

Presented By:

Background:

The Resilient Lakeshore Heritage Grant Program is a reimbursement grant program intended to support long-term investment in the irreplaceable heritage assets of Michigan's rural lakeshore communities. The grant program is supported by funding from the Paul Bruhn Historic Revitalization Grants Program, administered by the National Park Service, U.S. Department of the Interior. Program funding is specifically for building rehabilitation (i.e., "bricks and mortar") projects and associated pre-development (e.g., plans and specifications) work in select communities along the Great Lakes (see below). Local units of government, non-profits, public entities, business owners, and non-residential property owners in these communities are eligible to apply for funding. The program places a particular focus on projects that positively contribute to the economic, social, and/or cultural life of Michigan's lakeshore communities and promote continued or new investment in historic properties. Projects that benefit underserved or disadvantaged communities (see map here) are also a priority. The minimum grant award is \$30,000. The maximum grant award is \$100,000. To stimulate local investment, grants require a minimum 10% match of the grant amount requested.

Attached is a resolution that was passed in August which incorrectly reads 203 Bridge Street, when it should read 216 Bridge Street, on behalf of Spartiland LLC. Since the project was awarded an \$84,000 grant, we need to correct or amend the resolution to include the correct address for Spartiland LLC, owners of the commercial unit at 216 Bridge Street where Round Lake Bookstore is located.

Recommendation:

Motion to amend Resolution 2022-08-22 supporting the application for the Resilient Lakeshore Heritage Grant on behalf of Spartiland, LLC for property located at 216 Bridge Street.

Attachments:

1. Resolution
2. Grant Award Letter

I, Sarah Dvoracek, the duly qualified and acting City Clerk of City of Charlevoix, do hereby certify that the following resolution was adopted at a meeting of the Charlevoix DDA held on August 22, 2022; is on file; has not been amended, altered or revoked; and is in full force and effect.

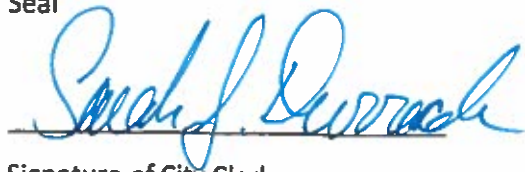
RESOLVED:

- Whereas, the City of Charlevoix DDA has entered into an agreement with Spartiland LLC to complete the preservation work for the resource located at 203 Bridge Street, Charlevoix, MI 49720, and;
- Whereas, the City of Charlevoix DDA will file an application to the Michigan State Historic Preservation Office (SHPO) for the Resilient Lakeshore Heritage Grant program in the amount of \$100,000 for the Storefront Restoration of the Buttars Building for the resource located at 203 Bridge Street, Charlevoix, MI 49720 and;
- Whereas, the City of Charlevoix DDA and Spartiland LLC, owner of the property at 203 Bridge Street, Charlevoix, MI 49720, have entered into an agreement delineating the parties responsible for grant administration and related activities necessary for the successful completion of the project, and;
- Whereas, the City of Charlevoix DDA has appointed Lindsey Dotson, Executive Director, as the Grant Project Manager;
- Whereas, the City of Charlevoix DDA acknowledges that the Resilient Lakeshore Heritage Grant Program is an expense reimbursement program. The City of Charlevoix DDA authorizes expenditures in the amount of \$100,000 for the project work, with funds from the DDA Fund, and;
- Whereas, the Spartiland LLC acknowledges that reimbursements may be made, upon request, at fifty percent (50%) completion following SHPO receipt of a reimbursement request and SHPO audit and acceptance of related financial documentation and that the remainder will be reimbursed upon completion of final project work, SHPO acceptance of the final completion report, SHPO audit and acceptance of financial documentation for eligible costs and SHPO acceptance of a historic preservation easement recorded at the Register of Deeds, and;
- Whereas, upon approval of the application by the SHPO the Executive Director of the City of Charlevoix DDA shall be authorized to sign the grant agreement, any necessary grant agreement amendments, and other agreement-related documents, and;
- Whereas, upon completion of the project, the Spartiland LLC shall be required to execute the required historic preservation easement and record it at the County Register of Deeds before the grant reimbursement will be processed by the SHPO;

RESOLVED, that City of Charlevoix DDA directs the Executive Director to file an application for a grant from the SHPO Resilient Lakeshore Heritage Grant Program for \$100,000, and;

RESOLVED, that the Executive Director be authorized to sign the grant application and any additional grant documentation, and to take any additional administrative actions necessary to implement this resolution.

Seal



Signature of City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STRATEGIC FUND
STATE HISTORIC PRESERVATION OFFICE

QUENTIN L. MESSER, JR.
PRESIDENT

January 4, 2023

Lindsey Dotson
Main Street/DDA Director
City of Charlevoix
210 State Street
Charlevoix, MI 49720
lindseyd@charlevoixmi.gov

Dear Ms. Dotson:

I am pleased to announce that the Michigan State Historic Preservation Office (SHPO) has selected your application for the Resilient Lakeshore Heritage Grant Program for funding. Congratulations!

Please review the below information, which details the amount of grant funding being offered for your project and the general conditions applicable to this letter and pending award.

Applicant: Charlevoix Main Street/DDA, on behalf of Spartiland, LLC

Project Number: RLH23-009

Project Name: Restoration of the Buttars Building Facade

Project Description: Façade "unveiling" or restoration to original design inspired by a Main Street Design Service awarded to the property in 2017 and followed by RRC RST cost estimates in 2022. Built by Archibald Buttars, former Lieutenant Governor of Michigan, the property owners want to reveal the craftsmanship and design that has been covered up for decades by shingled pent roofs and siding.

Project Funding:

Grant	Match	Total
\$84,045.50	\$76,122.86	\$160,168.36

Required Completion Date: September 30, 2024

CFDA # 15.904

General Conditions:

1. This letter of intent is not a grant award. Funds for this grant are only formally awarded with the execution of a grant agreement. Federal or matching share expenditures made prior to the execution of a grant agreement are not eligible project costs and will not be reimbursed.

Alan Higgins, SHPO CLG Coordinator, HigginsS3@michigan.gov, will be working with you directly to coordinate execution of the grant agreement in the coming weeks. Information on the grant agreement will be sent via separate email.



300 NORTH WASHINGTON SQUARE • LANSING, MICHIGAN 48913
michigan.gov/shpo • (517) 335-9840

2. Final project plans and specs are subject to SHPO review and approval prior to project implementation to ensure compliance with the *Secretary of the Interior's Standards for Rehabilitation*. No grant-funded construction work may begin until SHPO has given approval. Failure to wait until SHPO has issued its approval may result in project expenditures being ineligible for reimbursement.
3. In accordance with federal program requirements, the SHPO will coordinate a National Environmental Policy Act (NEPA) review of the grant-funded project with the National Park Service on your behalf. Project funding is contingent on NPS approval of the proposed project. Construction work cannot begin until the NEPA review is complete. Staff will keep you informed of the status of this review.
4. If no in-kind time is being utilized as part of matching share expenditures, you may begin the process of developing your procurement documentation for SHPO review and approval. Procurement standards are identified in the program grant manual available here: <https://www.miplace.org/historic-preservation/programs-and-services/lakeshore-heritage-grant/>. Please note that requests for bid cannot be formally released and contractors cannot be selected until after the grant agreement with the SHPO is formally executed.
5. Once all awardees have been confirmed, the SHPO will issue a press release announcing the awarding of all projects for the Lakeshore Heritage Grant Program. We will inform you of its release. Please refrain from issuing any form of public announcement for your project until after your grant agreement is executed and the SHPO has notified you that its program-wide announcement has been released.

Please acknowledge receipt of this letter and intent to accept award via email to Alan Higgins, Certified Local Government Coordinator, HigginsS3@michigan.gov. We are requesting confirmation of intent to accept the award as soon as possible but no later than **January 18, 2023**, to facilitate development of the grant agreements.

Please also see the accompanying document, Lakeshore Program Next Steps, which outlines important next steps as we move toward executing the grant agreement for this project.

It is our hope that this grant will contribute to the long-term success of your project. Congratulations on being among our grant recipients!

If you require any further information, please email Alan directly.

Sincerely,



Martha MacFarlane-Faes
Deputy State Historic Preservation Officer

ecc: Alan Higgins, CLG Coordinator, Michigan SHPO

Charlevoix Downtown Development Authority

New Business

Title: Construction Promotion Discussion

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

Vice Chair Dipert requested that we consider a promotional campaign to help businesses out during the construction projects this spring. One idea involves doing a similar thing to Gift Local, which would incentivize shoppers with the idea of a potential prize. The prize could consist of items donated or could be a downtown dollar gift card. Anything that involves a prize valued over \$50 needs a raffle license, which costs \$50 and is relatively simple to apply for. That or we could do something with Downtown Dollar Gift Cards - if someone uses their gift card between now and whenever the construction end date is, they are entered to win, or can access exclusive deals at some of the merchants.

Now that parking spots are mostly restored on Bridge Street as the DTE project winds down, we still have the Mason Street project in full swing, which directly impacts fewer businesses than the parking closure might have earlier this month. During the week of May 1st, Bridge Street will be closed for the Mason Street project, which presents an opportunity to plan special activities during the First Fridays event on May 5th. I am working with students from AP Government and other local businesses to activate the two blocks that will be closed to traffic during the First Fridays event. There will be a DJ/dance party, a cornhole tournament, kids' activities, gem car rides, and other things added to the event that goes above and beyond what usually happens each month. With that, a press release will be sent out to garner media coverage and promotion of the event to support the businesses impacted by the closure that week.

Recommendation:

Board discussion and direction.

Attachments:

None

Charlevoix Downtown Development Authority

New Business

Title: J. Bird Provisions Lease Renewal

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

Attached is a draft of the lease renewal with J. Bird Provisions for 109 Bridge Park Drive. Many updates were made in the document to accurately reflect the unique circumstances of the space, including rewording how the utilities will be split. They are requesting a 3-year lease with options to renew it for an additional 3 years.

Since this agenda item was created ahead of the March meeting that got canceled, Jessica Nagel has requested that the 3% rent increase not go into effect for this year's renewal, so I have built in a schedule of what that increase would look like starting in the 2nd year of this agreement. This request is in light of information recently discovered related to the property tax bill that she will have to pay. Working with the Assessor, we have identified a process that Jessica can go through to request the valuation of the property be reconsidered based on factors that would reduce its value. Factors including the sewage smell, the lack of visibility, HVAC issues, etc. could reduce the value of the property by 30-40%. This process is a small claims appeal through the Michigan Tax Tribunal and can take several months to work through.

Another request that was made was to not require board approval for subleasing arrangements. This is in light of a partnership that is in the works with a local winery that would set up a tasting room within J. Bird. Currently, the lease reads that written permission is required to sublet any portion of the property.

Recommendation:

Motion to approve a 3-year lease renewal for 109 Bridge Park Drive with J. Bird Provisions.

Attachments:

1. J Bird Provisions Lease Renewal - DRAFT

COMMERCIAL LEASE AGREEMENT

This Lease was made this 1st day of April 2023 by and between, Charlevoix Downtown Development Authority 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and J. Bird Provisions LLC. 6921 Forest Hills Dr. Ellsworth MI 49729 hereinafter designated as the TENANT.

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

DESCRIPTION

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

To wit: The Real Estate comprising the south portion of the south side of the building and the storage areas to be secured by the 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 the landlord.

TERM

The term of this lease shall be for a period of three years commencing on the 1st day of April 2023 and terminating at 11:59 PM on the 31st of March 2026. The tenant shall have the right to renew this Lease for up to an additional three-year term lasting until 11:59 PM on 31st of March 2029, subject to the terms and conditions contained in this lease. 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. The rent is to increase on the anniversary date by 3% of the monthly amount.

BASIC RENT

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

April 1 through March 31, 2024	\$725.00 per month
April 1 through March 31, 2025	\$746.75 per month
April 1 through March 31, 2026	\$769.15 per month

Rent is payable, in advance, or on the first of each month, commencing on April 1, 2023. The base rent for any additional term(s) shall 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 \$75.00.

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

ADDITIONAL RENT- UTILITY CHARGES. ETC.

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

The tenant agrees to split utility costs with the neighboring tenant occupying 107 Bridge Park Drive in the following manner: The base charge for meters will be split in half, and usage will be split up so that the Tenant of 109 Bridge Park Drive pays 75% of usage and the Tenant of 107 Bridge Park Drive pays 25% of usage. These charges will be reflected in a monthly invoice sent to the Tenant in addition to rental charges.

ADDITIONAL RENT-HAZARD INSURANCE

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.

ADDITIONAL RENT-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. The City of Charlevoix will also be listed as Additional Insured.

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.

ADDITIONAL RENT – MAINTENANCE, AND REPAIRS

Tenant covenants and agrees that the Tenant shall, through the term of this Agreement, at Tenant's sole cost and expense, take good care of the Leasehold Realty, including the buildings and improvements now or at any time erected thereon and keep in good order and condition. Tenant is also responsible for repairing anything they damage due to 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 the bill is presented to them, and the Landlord shall have the same remedy as is provided for in this lease in the event of the 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 their option make such payment or expenditure, in which event the amount thereof shall be payable as a 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 210 State Street Charlevoix, MI 49720, or at such place as the Landlord shall designate in writing from time to time.

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

ADDITIONAL RENT – PROPERTY TAXES

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

ASSIGNMENT

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

BANKRUPTCY AND INSOLVENCY

The Tenant agrees that if the estate created hereby shall be taken in execution, or by another 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 the event this lease may be canceled at the option of the Landlord.

RIGHT TO MORTGAGE

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

such instruments or instruments for and in the name of the Tenant.

USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied for a specialty food and beverage retail business 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 untenable and pro rata for the portion rendered un-tenantable in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust their own insurance or to remove their 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, their 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 they will, at their 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 the 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 always reserves the right of free access 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 their 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 they have examined the Leasehold Realty prior to the 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 be filed against the Premises or building at any time, 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 a deposit in court or by giving security or by such other manner as is, or maybe, 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 the said building unless approved in writing by Landlord.

WASTE

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

ACCESS TO PREMISES

The Landlord shall have the right to enter the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary they 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 their stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that they will forthwith on demand pay to the Landlord the cost thereof with interest at 18% per annum, and if they 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 the property through Tenant's Premises during usual and customary business hours, and always 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, their certain attorney, heirs, representatives and assigns to re-enter into, re-possess the said Premises and the Tenant and each occupant to remove and put out.

EXPENSES - DAMAGES RE-ENTRY

If 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 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 a 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 processes.

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 the Tenant all damages it may incur by reason of such a 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 rent is received from such reletting during any month is less than that to be paid by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such a 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 is given to Tenant, or unless termination thereof is 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 the Tenant.

Landlord shall have the option to treat as abandoned and retain all personal property or movable trade fixtures belonging to the Tenant that the 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.

ESTOPPEL CERTIFICATE

The Tenant agrees at any time and from time to time upon not less than thirty (30) days prior to 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

Tenants shall share the washroom with the adjoining tenants.

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 their 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 needs to be sent to only one Tenant or Landlord where Tenant or Landlord where the Tenant or Landlord is more than one person. Notices shall be sent by certified mail, and a 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.

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 seal the day and year first above written.

“Tenant”

Jessica Nagel on behalf of J. Bird Provisions

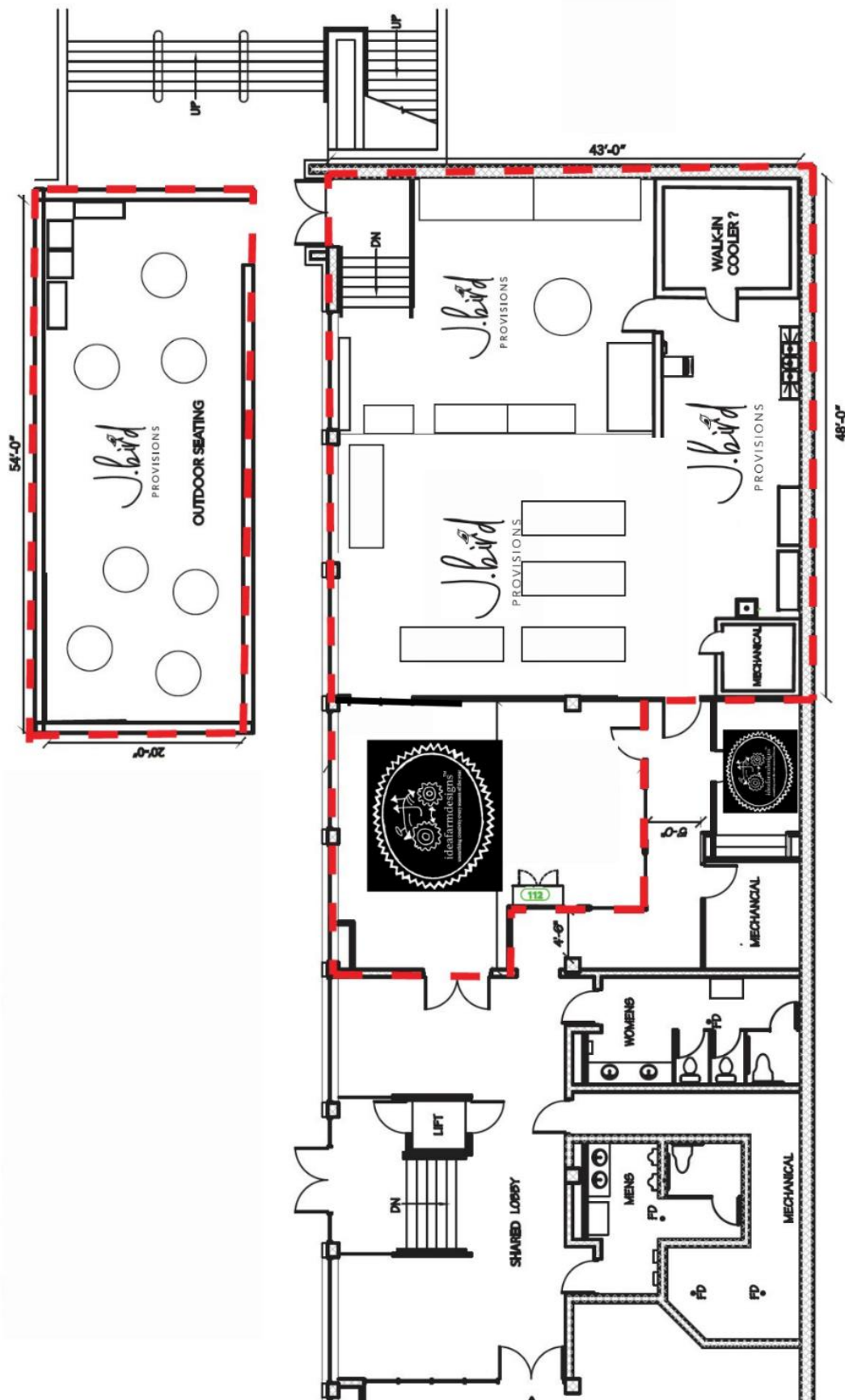
Date

“Landlord”

Maureen Owens, Char, City of Charlevoix DDA Board

Date

Exhibit A:



Charlevoix Downtown Development Authority

New Business

Title: Live on the Lake Summer Series

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

This year has been slightly different with planning and preparation for the Summer Concerts as the key volunteer who used to handle booking bands is no longer involved. I've picked up where she left off, and the following is our tentative, mostly confirmed season lineup:

Date	Band	Genre
June 29	Hurricane	Reggae
July 6	B-Side Growlers	Folk/Bluegrass
July 13	Mark Lavengood w/ opener Eliza Thorp	Newgrass Singer/Songwriter
July 27	TC Dance Co	Ballet/Contemporary Dance performance w/ live accompaniment
	Plus QUICK DRAW PAINT OUT WITH CIRCLE OF ARTS	
August 1-3	Interlochen Sound Garden	Classical
August 3	Distant Stars	Rock
August 10	Charlie Millard	Contemporary
August 17	The Real Ingredients	Indy Rock

I am currently working to get all of the agreements signed with each of the performers and will soon start to solicit sponsorships. I've attached the sponsor info. If you know of anyone that would like to contribute, please send them my way!

Once I get the contracts, I will update our website and start preparing promotional materials. Two things I want to point out that are new this year:

1. The Traverse City Dance Company will be the main performance on July 27th. The dancers are world-renowned and come from all over the country. This partnership seemed like a great one as we have also been working alongside the Library and Circle of Arts to identify ways to

partner on the series and introduce a variety of performing arts to the area. We will work hard to make sure the folks at the marina know that it won't be a typical sit-on-the-boat and party-type music experience, but it will certainly be a great thing to watch from within the park. That same day, the Circle of Arts will host a Quick Draw Paint Out event and have in-person voting on the pieces created during the two hours prior to the performance. This is one segment of a week-long Plein Air event they are hosting and will help garner even more attention.

2. The Interlochen Public Radio "Sound Garden" project is another partnership that will bring a quintet to town for multiple days. While they are here, they will perform at a variety of unexpected places (think food pantry, while people are stuck in traffic because of the bridge, etc.). This is what they call a "takeover" and will be covered a ton on IPR leading up to the event. They will then end their time here before our regular concert act that week by playing in the park and interacting with different people leading up to the show. Aside from the radio coverage this partnership will create, as part of hosting, we in turn get \$500 worth of radio ads through IPR that can be used at any time we need. I am currently exploring how it can be used during the construction projects downtown to help garner a bit more shopping traffic. There will also be a Circle of Arts partnership element in the form of kids' activities down by the bandshell before the main show.

We already have a generous in-kind contribution from the Weathervane Inn & Suites as they will be lodging one of the bands plus the Sound Garden Quintet during their time here. I am also hoping to have an in-kind restaurant sponsor to prepare food for the bands again this year. It has worked so well in the past!

As an FYI - here is the series budget as it pans out currently:

BUDGET

Expenses

Main Acts	\$9,625
FB	35050 per week
Posters	100
	\$10,075

Funding

DDA	5700
Private donor	250
Series	2500
Sponsor	
Concert	2100
Sponsors	

10550

In-Kind

VALUE

Weathervane 2 rooms for	\$376
Terrace Inn Hurricane	
Performance	
2 rooms for IPR	\$848
takeover musicians	
for 2 nights	

\$1,224

Recommendation:

Motion to approve Live on the Lake series lineup.

Attachments:

1. SPONSORSHIP OPPORTUNITIES



CHARLEVOIX LIVE ON THE LAKE

SPONSORSHIP OPPORTUNITIES

2023 Series Thursday Evenings, 7 pm

June 29th - August 17th Downtown East Park

“Premier” Sponsor - \$2,500

- Duration of series; all 7 weeks
- Business banner to be displayed near the stage at each concert event.
- Business name and logo displayed on 2000 concert series brochures distributed throughout Northern Michigan
- Business name promoted in print, email, and social media campaigns throughout the concert season
- Opportunity to have a spokesperson at each concert event
- Opportunity to have promotional items (“swag”) given to concert attendees throughout the concert season.

“Concert” Sponsor - \$300

- First come, first choice of a concert/performer; 8 available
- Business banner to be displayed near the stage at the chosen concert event.
- Business name displayed on 2000 concert series brochures distributed throughout town
- Business name promoted in print, email, and social media campaigns for the chosen concert event
- Opportunity to have a spokesperson at the chosen concert event
- Opportunity to have promotional items (“swag”) given to concert attendees at chosen concert event



CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY

Contact us immediately to secure your spot!
Please email lindseyd@charlevoixmi.gov or call 231-547-3257
www.downtowncharlevoix.com

Charlevoix Downtown Development Authority

New Business

Title: Election of Officers Discussion

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

Each year, the DDA typically elects officer positions on the Board in April, since terms begin/expire. Since the board will not be meeting again until May, the possibility of this process happening in March is one to consider. Per the DDA Bylaws, the description of the Chair and Vice Chair are as follows:

- The Chair shall preside at all Board meetings and discharge the duties of a presiding officer. The Chair shall preserve decorum and decide all questions of order and the interpretation of these rules.
- Vice Chair: in the absence of a Chair or in the event of their inability or refusal to act, the Vice Chair shall perform the duties of the Chair and, when so acting, shall have all the powers and be subject to all the restrictions of the Chair.

The officers shall be appointed for a term of one year at the annual meeting and shall remain in office until the next annual meeting.

Recommendation:

Board discussion & direction.

and/or

Motion to nominate _____ for Vice Chair for a one-year term ending in April 2024.

Motion to nominate _____ for Chair for a one-year term ending in April 2024.

or

Motion to table this decision until the May meeting.

Attachments:

None

Charlevoix Downtown Development Authority

New Business

Title: Contract Renewal: Bills Farm Market

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

Attached is a proposal sent by Bill's Farm Market for wreaths, garlands, and lights downtown during the holidays. It also includes labor costs affiliated with installation in November and removal in January.

The agreement is for 3 years of this service and would cost \$3,157.45 each year, which is a modest increase from our prior contract which was \$2461.60 per year starting in 2020.

Recommendation:

Motion to approve a contract with Bills Farm Market for holiday wreaths, garland, and light installation for 2023, 2024, & 2026 for an annual cost of \$3157.45.

Attachments:

1. Bills Farm Market Proposal

January 23, 2023

To the Charlevoix DDA,

Below is my 2023, 2024, 2025 bid for wreaths, garland and lights installed on garland along with installation and removal of all items..

35 24 in. mixed green wreaths for light poles: \$973.25

34 14 ft. pieces of garland for the light poles, along with 4 14 ft. and 2 25 ft. pieces of garland for alleyways : \$715.20

Labor, travel, installation and removal: \$945.00

Installation and removal of lights: \$524.00

Total bid price: \$3,157.45

Bill McMaster

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

Bill's Farm Market

Cell: (231) 881-0261

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

Charlevoix Downtown Development Authority

New Business

Title: Cooperative Ad Campaign

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

This year, to push further into the digital realm of advertising, we will be working with MyNorth Media and 9&10 News. I've attached their slideshow and proposal plus the info sheet that I created to share with businesses. I've also attached the full-page ad we pulled on behalf of the companies featured. I also included a mock-up of what downtowncharlevoix.com will look like once our digital campaign launches to promote the businesses who buy into the program effectively.

Recommendation:

Motion to approve 2023-2024 Cooperative Ad Campaign in partnership with MyNorth Media.

Attachments:

1. 2023 Downtown Charlevoix Cooperative Ad Campaign Info
2. CHARLEVOIX 0523 FP
3. Landing Page Mockup
4. Charlevoix DDA_Campaign_v2

2023 Downtown Charlevoix Cooperative Ad Campaign Info

Thank you for your interest in participating in the cooperative ad campaign - we are offering up big things this year! I'm sure the first thing you might notice is the uptick in pricing and I hope I can explain WHY in the sentences to follow:

- Last year our ad package was built using "in-house" resources and outlets and charged \$700 per business for a 30-day campaign. The average impressions for each business were in the 17,000 range.
- Last year the bulk of the buy went toward professional video and photography, which has also been built into the prices below.
- This year, we are giving you a package (Base Package 1) that will deliver 12x the results, but not increase prices that drastically.
- Instead, for double last year's price, you are getting 12x more impressions for 90 days versus 30.
- **New this year:** flexible payment options that include paying up front, in installments, or an automatic monthly payment via credit card.
- **ALSO - you get to choose the 3 months that your ads will run!**

Ad packages:

- **Base Package 1:** 210,000 Global 910 Media Group impressions - 3 Month Campaign - 70,000 monthly impressions + professional 30-second video and photography = **\$1,555**
- **Base Package 2:** 600,000 Global 910 Media Group impressions - 6 Month Campaign - 100,000 monthly impressions + professional 30-second video and photography = **\$3,400**
- **Base Package 3:** 1,500,000 Global 910 Media Group impressions 12 Month Campaign - 125,000 monthly impressions + professional 30-second video and photography = **\$8,050**

Add to your Base Package:

- Full Page Vacation Guide, 12 businesses = **\$530**
- MyNorth (video) Streaming \$33 Cost Per Thousand - Three month/105,000 impression minimum = **\$3,465**
- MyNorth Newsletter (1) **\$385**
- MyNorth Social Post (1) (limited availability) **\$405**
- Custom Content with exclusive promotion, 12 businesses **\$334**
 - Two-month promotion cycle
- Run video ad at Charlevoix Cinema III for 30 days: **\$150.**

In addition to the MyNorth packages, each participant will be highlighted (at no cost to you) by Downtown Charlevoix in the following ways for a duration of 30 days:

- Facebook & Instagram posts on Downtown Charlevoix accounts (combined audience of 14,895 followers)
- Blog write-up.



- Display ad on Downtown Charlevoix website (5,847 unique visitors in 2022)
- Email Newsletter Feature (1,265 subscribers, 56% open rate, 3% CTR)

EXPERIENCE THE CLASSIC BEAUTY OF CHARLEVOIX!



MAKE THE MOST OF YOUR TIME IN DOWNTOWN CHARLEVOIX

- **Start your morning with coffee & a croffle at Café Meria**
- Visit the Farmers Market on Thursdays from 8 am – 1 pm
- Watch boats come and go from the City Marina voted #1 in the US
- **Take a Mushroom House Tour and see over 26 homes built by Earl Young**
- Experience local art at Charlevoix Circle of Arts
- Visit the Harsha House Museum
- **Shop at Elements for an eclectic mix of fine art, clothing, gifts, and more.**
- Search for all of the Magical Tiny Doors hidden around town
- **Hop on the Fresh Coast Brew Bus for brewery and winery tours.**
- Feed the fish in the Trout Pond in East Park
- Take the kids to the Splash Pad at the Marina
- **Visit the only Michigan taffy shop north of the 45th parallel - The Taffy Barrel**
- Visit the Charlevoix Public Library to borrow a hammock
- Relax at the Pine River Hammock Park
- **Grab a coffee, snack, and locally made maple syrup products at Harwood Gold**
- Attend a Live on the Lake Summer Series performance at the bandshell on Thursday nights
- **Climb aboard the Charlevoix Cycle Pub, a pedal-powered party barge!**
- Play giant chess in Hoopskirt Alley
- **Experience The Earl, Charlevoix's premier boutique hotel, and enjoy a cocktail and snack at HI Bar, located on the roof over looking downtown and Round Lake.**



CHARLEVOIX DOWNTOWNCHARLEVOIX.COM



Downtown Charlevoix

Experience the classic beauty of Charlevoix - our guide will help you make the most of your time here.

Cafe Meria



Start your morning with coffee and a croffle at [Cafe Meria](#), located at 101 Mason Street.

Mushroom House Tours



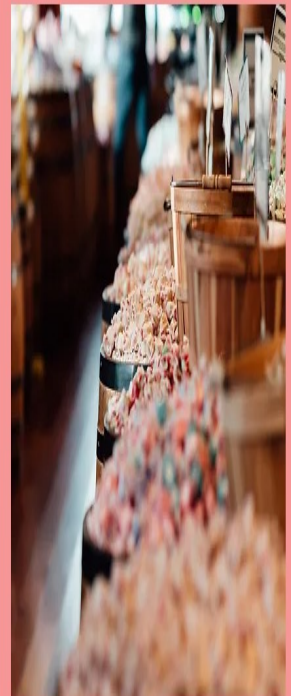
Voted #1 Thing To Do by Trip Advisor, take a [Mushroom House Tour](#) and see over 26 homes built by Earl Young.

Elements



Shop at [Elements](#) for an eclectic mix of fine art, clothing, gifts, and more.

The Taffy Barrel



Visit the only Michigan [taffy shop](#) north of the 45th parallel for a trip down memory lane.

WE KNOW WHO LOVES NORTHERN MICHIGAN

MORE THAN

113k

inboxes receive a weekly email from MyNorth Media catered to their unique interests and needs.

READERSHIP AUDIENCE OF

3.4
MILLION

.....

MyNorth Media has curated a readership audience of 3.4 million people who love Northern Michigan through our print and digital platforms.

MORE THAN

49k

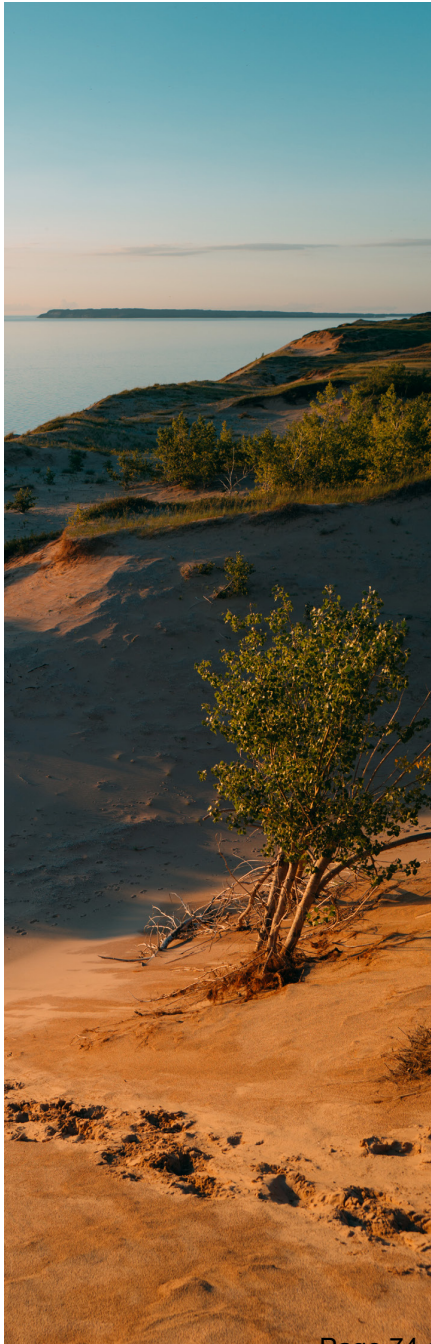
followers actively engage with our social media platforms.

MyNorthMedia

MyNorth Media has been owned and operated locally since our founding in 1981. MyNorth has built the single largest audience seeking resources, content and leisure in Northern Michigan.

MyNorthTickets

MyNorthTickets is a local source for Northern Michigan events since its founding over 10 years ago. Tickets are available for a wide variety of events from cooking lessons, winery tours and boat rides to concerts, theater, festivals and more at MyNorthTickets.com.



140
PAGE GUIDE

213,000
COPIES DISTRIBUTED

The **ONLY** publication promoting Northern Michigan that reaches over **213,000** people from Chicago to the Soo!



SUMMER EDITION

MyNorthMedia

SUMMER GUIDE

Digital Distribution

113,000+ digital editions distributed to our exclusive inbox audience

Available as a digital download on MyNorth.com

Heavily promoted in *Traverse, Northern Michigan's Magazine*, on our social media sites, and throughout MyNorth.com

Our digital guides see an average of over **10,000** views each year with an average **4.5** minute read time

Print Distribution

This sought-after guide will be distributed across Northern Michigan several times between May and August!

Inserted into newspapers across the midwest

Available in 4 main MDOT Visitor Centers in Michigan: Clare, Coldwater, New Buffalo, and Mackinaw City

Mailed to all *Traverse, Northern Michigan's Magazine* subscribers

Placed at **700** high traffic locations around Northern Michigan and the Upper Peninsula

Vacation!
NORTHERN MICHIGAN



DIGITAL AUDIENCE

OUR EXCLUSIVE AUDIENCE SHARES THESE 3 KEY CHARACTERISTICS:

They are seeking leisure

They are utilizing discretionary income

They are traveling to, or residing in Northern Michigan

MYNORTH.COM

1.9MM
UNIQUE PAGEVIEWS

3 MIN.
ON EACH PAGE

74%
FROM MICHIGAN &
OUR 4 BORDER STATES

SOCIAL

49k
FOLLOWERS

2,350
AVG. POST REACH

500
AVG. MONTHLY
FOLLOWER INCREASE

120
AVG. LIKES & COMMENTS

NEWSLETTER

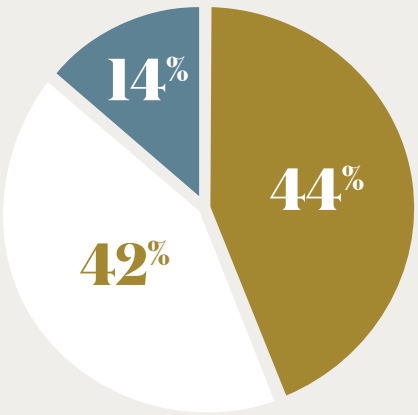
113,000+
ACTIVE ADDRESSES

2x
OPT-IN PROCESS INDICATING
CLEAR INTENT

2.9%
AVG. CLICK-THRU-RATE,
MORE THAN 2X THE NATIONAL
AVG. IN THE TRAVEL & LEISURE
INDUSTRY

REGIONAL DEMOGRAPHICS

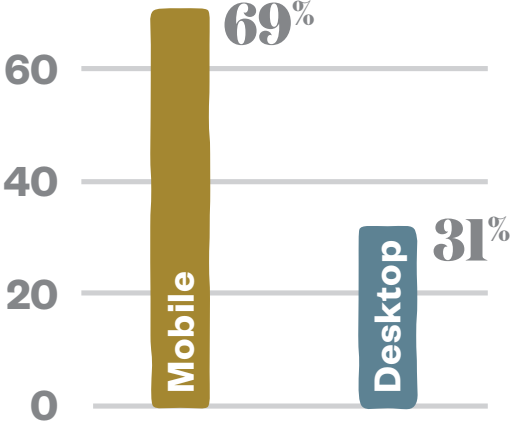
Our Regional Traffic Sources



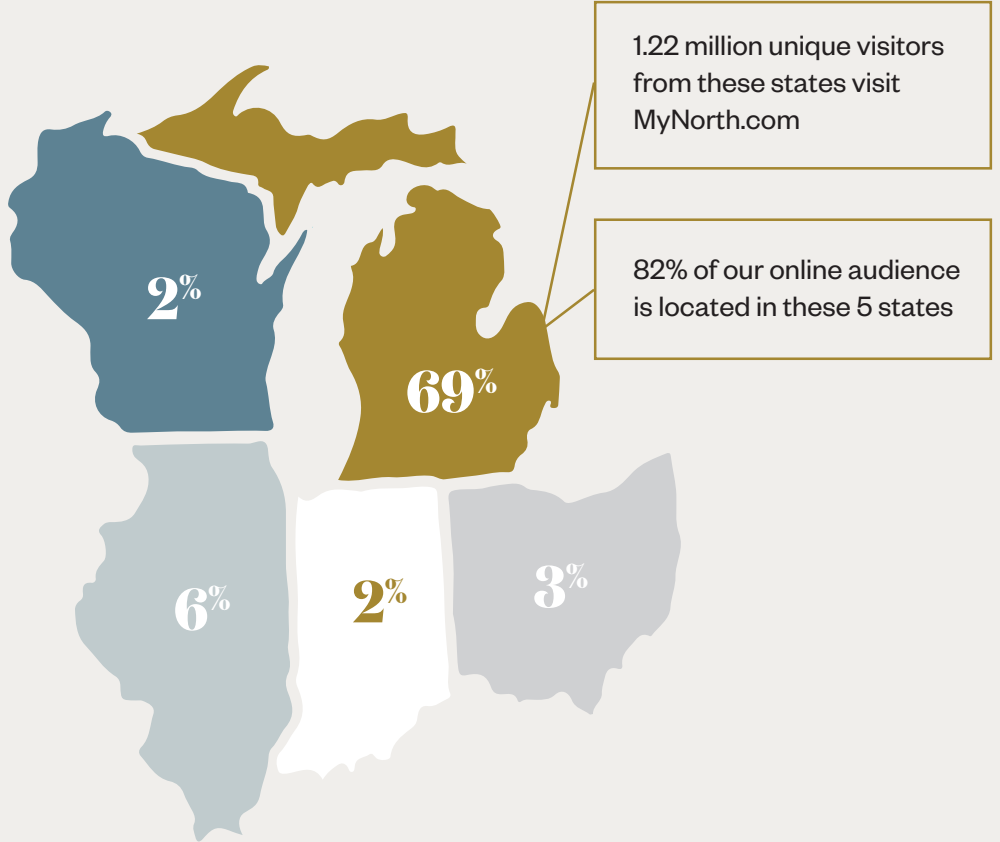
Social
Organic Search
Referral and Direct

MyNorth.Com Regional Usage

Our Regional audience is taking road trips, traveling & planning their adventures!



National mobile usage is 52%



STREAMING TV

42%

of ad-supported OTT viewers report a household income \$75,000 or greater.

Source: IAB

74%

OF ALL US HOUSEHOLDS

now have some form of subscription video-on-demand service.

Source: IAB

NEARLY

91%

US adults recently surveyed said they subscribe to a paid streaming video service.

Source: SpotX

Users are willing to watch ads through Streaming TV. In fact, a recent survey revealed:

40%

OF STREAMING TV VIEWERS

paused content to learn more or make purchase.

Source: IAB

4 OUT OF 5

Streamers watch ad-supported programming and **60%** would prefer to watch free content over a paid ad-free service.

Source: SpotX

MyNorthMedia

CUSTOM PAID CONTENT

Written by MyNorth
Custom Studios

+

Content written
exclusively about you
and/or your business

+

Can include "travel
writer" in-person staff
visit to authenticate the
experience. Can also
include 1/2 day or full
day photo shoot. Ask
for details

Average Audience Response:

300,000

MINIMUM TOTAL REACH

1,873

CLICKS

2,320

SOCIAL REACH

1,773

UNIQUE VISITORS

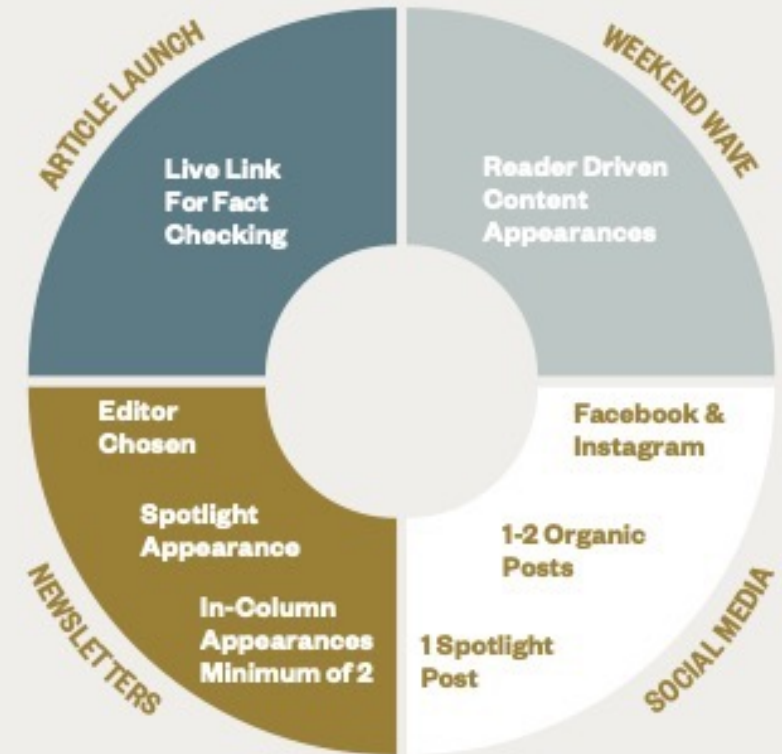
2,177

PAGE VIEWS

CUSTOM ONLINE CONTENT

Reader Engagement Path

(2-3 Month Launch Cycle)



MyNorthMedia

Base Package 1

210,000 Global 910 Media

Group impressions

3 Month Campaign

\$1,005

70,000 monthly impressions

Base Package 2

600,000 Global 910 Media

Group impressions

6 Month Campaign

\$2,850

100,000 monthly impressions

Base Package 3

1,500,000 Global 910 Media

Group impressions

12 Month Campaign

\$7,500

125,000 monthly impressions

Add to your base package

- **Scale to fit your business needs**

- Full Page Vacation Guide, 12 businesses
- MyNorth Newsletter (1)
- MyNorth Streaming
 - Three month/105,000 impression minimum
- MyNorth Social Post (1) (limited availability)
- Custom Content with exclusive promotion, 12 businesses
 - Two month promotion cycle

\$530

\$385

\$33 Cost Per Thousand

\$405

\$334



Charlevoix Downtown Development Authority

New Business

Title: Alleyway Improvement Grant Extensions

Date: April 24, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

In March 2022, the DDA Board awarded two Alleyway Improvement Grants to A Notable Way and the 211/215 Bridge Street project. The program guidelines require that the work be done within a year of the award, and both projects are still underway. The grantees can request an extension, which both have done, and the Placemaking Committee recommends that they both get 6-month extensions to finish their alleyway projects. Each grant was in the amount of \$5,000. It would support improvements to the side/back of A Notable Way's building, including a new custom interactive mural painted by Edith Pair. The backside of 211/215 Bridge will receive a facelift, including new lighting and external stairs giving access to the 2nd story.

Recommendation:

Motion to grant a 6-month extension to A Notable Way and 211 Bridge Street to complete projects related to the Alleyway Improvement Grant program.

Attachments:

None