



Agenda
City of Charlevoix Downtown Development Authority Meeting
Monday, June 26, 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
 - B. Committee Minutes
 - C. Financial Report
- 6. Reports**
 - A. Director's Report
Lindsey Dotson, DDA Director
- 7. Old Business**
 - A. J.bird Provisions Lease Renewal
Lindsey Dotson, DDA Director
- 8. New Business**
 - A. Facade Grant Program
Lindsey Dotson, DDA Director
- 9. Public Comment**
- 10. Request for Future Agenda Items**
- 11. Board Comments**
- 12. Adjourn**

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

Charlevoix Downtown Development Authority

Consent Agenda

Title: Minutes

Date: June 26, 2023

Presented By:

Background:

Recommendation:

Attachments:

1. 2023.04.24 DDA DRAFT

City of Charlevoix
Downtown Development Authority Meeting Minutes
Monday, April 24, 2023 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

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

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, Ron Way
Members Absent:	Sam Bingham
Staff Present:	Lindsey Dotson, DDA Executive Director

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

Motion carried by unanimous voice vote.

A. Minutes from Regular Meeting on January 23, 2023

Motion to approve the minutes as presented.

B. DDA Financial

Motion to approve the DDA Financial Report as of April 20, 2023.

C. Placemaking Committee Minutes

Motion to approve the minutes as presented.

6. Reports

A. Bridge Park Building Maintenance Update

Lindsey Dotson, DDA Director

Director Dotson provided the Board with an update regarding the Bridge Park Building mainly related to the HVAC system and she referenced the two options in her report with the recommendations to allow each tenant to control the temperature on their side of the building. Ms. Dotson stated everything was dependent on Johnson Controls getting access to the building and giving an estimate for the program for the thermostats. Ms. Dotson stated the second option to consider, which would probably be the least expensive, was to consider installing new individual thermostats for direct control of individual air handling units. Director Dotson responded to questions from the Board Members regarding repairs needed to the

HVAC system.

B. Director's Report

Lindsey Dotson, DDA Director

Director Dotson reminded the Board that there was a ribbon cutting scheduled for Fat Face on Wednesday, April 26th at 11:00 a.m.

7. Old Business

A. Resilient Lakeshore Heritage Grant Resolution Amendment

Director Dotson stated that they had a grammatical error in a Resolution that was approved and adopted in August and, since it was a minor correction, they can motion to correct the address and the grant application will still be valid.

Motion by Member Dreyer, seconded by Member Silva 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.

Whereas, the City of Charlevoix DDA has entered into an agreement with Spartiland LLC to complete the preservation work for the resource located at 216 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 216 Bridge Street, Charlevoix, MI 49720 and;

Whereas, the City of Charlevoix DDA and Spartiland LLC, owner of the property at 216 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 expenditure 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.

Motion carried by unanimous voice vote.

8. New Business

A. Construction Promotion Discussion

Lindsey Dotson, DDA Director

Director Dotson stated this item was scheduled for discussion at the March meeting that was canceled, so some of the information has changed. Vice Chair Dipert stated that he contacted the Director in February because he was getting some negative feedback from the merchants but doing anything at this point was probably moot. Director Dotson stated that they were going to plan some additional activities along East Park during the last First Friday event on May 5th.

B. J. Bird Provisions Lease Renewal

Lindsey Dotson, DDA Director

Director Dotson reviewed the particulars of the lease renewal with J. Bird Provisions, which had included a 3% rent increase, but given information recently discovered related to the \$5,900 property tax bill that the tenant will have to pay, the tenant will be working with the assessor to go through a process to request valuation of the property to be reconsidered based on factors that would reduce its value. Director Dotson stated another request was made to not require Board approval for subleasing arrangements, which 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. Discussion followed regarding the tenant's requests, the property valuation and taxes, the small claim appeal through the Michigan Tax Tribunal, and the requirement for full Board approval for any subleasing agreements.

Motion by Member Way, seconded by Member Oosthuizen to approve a 3-year lease renewal for 109 Bridge Park Drive with J. Bird Provisions setting aside (suspend) the 3% increase for this current year.

Yeas: Owens, Gennett, Oosthuizen, Scheller, Way

Nays: Dipert, Dreyer

Abstain: Silva

Absent: Bingham

Motion carried.

Motion by Member Way, seconded by Vice Chair Dipert to give the DDA Executive Committee permission to act regarding sublease agreements for the J. Bird property and to act within 72 hours on all things being considered.

Motion carried by unanimous voice vote.

C. Live on the Lake Summer Series

Lindsey Dotson, DDA Director

Director Dotson summarized the performances scheduled for the Live on the Lake Summer Series for 2023 and the Interlochen Public Radio "Sound Garden" project.

Motion by Vice Chair Dipert, seconded by Member Silva to approve the Live on the Lake series lineup for 2023.

Motion carried by unanimous voice vote.

D. Election of Officers Discussion

Lindsey Dotson, DDA Director

Motion by Member Dreyer, seconded by Vice Chair Dipert to nominate Maureen Owens for Chair for a one-year term ending in April 2024.

Motion carried by unanimous voice vote.

Motion by Member Silva, seconded by Member Way to nominate Kirby Dipert for Vice Chair for a one-year term ending in April 2024.

Motion carried by unanimous voice vote.

E. Contract Renewal: Bills Farm Market

Lindsey Dotson, DDA Director

Director Dotson stated that this proposal was for a 3-year agreement including labor costs to install wreaths, garland, and lights downtown during the holidays (installation in November, removal in January).

Motion by Member Oosthuizen, seconded by Member Scheller to approve a contract with Bill's Farm Market for holiday wreaths, garland, and light installment for 2023, 2024, & 2025 for an annual cost (per year) of \$3,157.45.

Motion carried by unanimous voice vote.

F. Cooperative Ad Campaign

Lindsey Dotson, DDA Director

Director Dotson stated that in order to push further into the digital realm of advertising, they will be working with MyNorth Media and 9&10 News and further described what the www.downtowncharlevoix.com website will look like once the digital campaign launches.

Motion by Member Silva, seconded by Mayor Gennett to approve the 2023-2024 Cooperative Ad Campaign in partnership with MyNorth Media.

Motion carried by unanimous voice vote.

G. Alleyway Improvement Grant Extensions

Lindsey Dotson, DDA Director

Director Dotson stated that in March 2022, the DDA Board awarded two Alleyway Improvement Grants to A Notable Way and the 211/215 Bridge Street project. The program requires that the work be completed within a year of the award, and both projects are still in progress. The grantees have requested a six-month extension, which has been recommended by the Design/Placemaking Committee.

Motion by Mayor Gennett, seconded by Member Way to grant a six-month extension to A Notable Way and 211/215 Bridge Street to complete projects related to the Alleyway

Improvements Grant Program.

Motion carried by unanimous voice vote.

9. Public Comment

Jonathan Scheel, Zoning Administrator for the City of Charlevoix, (re)introduced himself to the Board.

10. Request for Future Agenda Items

11. Board Comments

Mayor Gennett thanked the Board Members for stepping up and continuing to serve on the DDA Board.

12. Adjourn

Chair Owens adjourned the meeting at 6:20 p.m.

Sarah J. Dvoracek/fgm

City Clerk

Mauren Owens

Chair

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.

Charlevoix Downtown Development Authority

Consent Agenda

Title: Committee Minutes

Date: June 26, 2023

Presented By:

Background:

Recommendation:

Attachments:

1. 6-15-2023 Downtown Placemaking Committee Minutes



Charlevoix Downtown Placemaking Committee

Thursday, June 15, 2023

4:00 PM at City Hall

Minutes

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

Absent: J. Rowley

The Meeting was called to order at 4 pm. The Minutes from the April 6, 2023, meeting were approved as written.

I. Outstanding Business

- a. DDA Report: The extensions for 211/215 Bridge St. Alleyway grants were approved.
- b. Mason St. Infrastructure Project: Infrastructure completed; project close to on-time. Van Pelt Alley will realize some cosmetic improvements.
- c. Historic District signage: The district has yet to receive formal approval; therefore no signage is yet proposed either.
- d. Trash Handling: Survey of businesses will continue this summer, led by John and Lindsey, to gather data on the situation.
- e. RRC redevelopment priority sites with MEDC support: Hurlbut - Delayed, as design concept was modified; Antrim/State - Design services report presented to business owners to improve the building; VUE - Building could be historically restored; Chamber Building - plan initiated to hand-over to the Chamber, replace building and add housing units.
- f. Lakeshore Grant (Buttars Building): The grant agreement is being executed, so the bid process can soon begin.
- g. Tax credit update (211 Bridge St.): Lindsey provided the additional information requested, and learned it is eligible for tax credits.
- h. Alleyway Grant: 211/215 Bridge - Work is underway. A Notable Way - Work is completed.

II. New Business -

- a. Revival of Façade Grant Program: The MI Downtown Association offers funding for existing grant programs. Lindsey will submit ours with a request for the next budget year.
- b. Wayfinding Refresh: Current signs need some updates, and more pedestrian-oriented signage is needed to direct visitors.

The meeting was adjourned at 5:20 pm. **Next meeting: August 3, 2023 @ 4 pm in City Hall.**

CHARLEVOIX DDA MISSION

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

Charlevoix Downtown Development Authority

Consent Agenda

Title: Financial Report

Date: June 26, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

DDA Financial as of June 23, 2023.

Recommendation:

Attachments:

1. DDA 6-23-23

CITY OF CHARLEVOIX
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JUNE 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	.00	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	950.12	.00	(167.74)	1,000.00	(1,167.74)	(16.77)
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	10,289.04	41,200.00	(30,910.96)	24.97
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	1,375.00	2,750.00	16,800.00	(14,050.00)	16.37
248-000-674.001	CONTRIBUTIONS - TREE LIGHTS	232.20	.00	.00	.00	.00	.00
248-000-674.002	CONTRIBUTIONS - CONCERTS	2,942.45	3,182.00	3,182.00	6,000.00	(2,818.00)	53.03
248-000-674.003	CONTRIBUTIONS - PRIVATE SOURCE	1,980.00	66.25	66.25	.00	66.25	.00
248-000-677.000	MISCELLANEOUS	(800.00)	.00	.00	14,300.00	(14,300.00)	.00
TOTAL FUND REVENUE		615,248.07	4,623.25	16,155.16	651,100.00	(634,944.84)	2.48

CITY OF CHARLEVOIX
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JUNE 30, 2023

FUND 248 - DOWNTOWN DEVELOPMENT FUND

		PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
DOWNTOWN DEVELOPMENT AUTHO							
248-728-702.000	SALARIES & WAGES	43,984.23	3,162.34	9,931.75	51,800.00	41,868.25	19.17
248-728-702.001	WAGES (ICMA)	4,796.38	332.03	1,125.22	5,400.00	4,274.78	20.84
248-728-719.000	EMPLOYEE FRINGE BENEFITS	34,307.69	.00	5,280.14	40,400.00	35,119.86	13.07
248-728-740.000	OPERATING SUPPLIES	11,760.79	1,022.06	1,866.63	9,500.00	7,633.37	19.65
248-728-776.000	IWF MAINTENANCE	.00	.00	.00	6,000.00	6,000.00	.00
248-728-801.000	MARKETING & PROMOTIONAL SVCS	26,993.92	1,719.54	1,802.21	26,000.00	24,197.79	6.93
248-728-801.003	PROMOTION COMMITTEE EXPENSES	9,699.96	1,500.00	3,844.45	9,000.00	5,155.55	42.72
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	36,129.16	2,464.85	2,545.99	36,000.00	33,454.01	7.07
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	759.50	1,209.00	500.00	(709.00)	241.80
248-728-830.000	INSURANCE & BONDS	2,379.51	(41.06)	(41.06)	2,500.00	2,541.06	(1.64)
248-728-853.000	TELEPHONE	1,135.87	100.33	312.27	2,000.00	1,687.73	15.61
248-728-860.000	CONFERENCE & TRAVEL	3,864.33	252.00	344.40	2,000.00	1,655.60	17.22
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	491.22	2,033.53	30,000.00	27,966.47	6.78
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	.00	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	612,371.75	11,762.81	34,701.86	709,800.00	675,098.14	4.89
	TOTAL FUND EXPENDITURES	612,371.75	11,762.81	34,701.86	709,800.00	675,098.14	4.89
	NET REVENUES OVER EXPENDITURE	2,876.32	(7,139.56)	(18,546.70)	(58,700.00)	40,153.30	(31.60)

Charlevoix Downtown Development Authority

Reports

Title: Director's Report

Date: June 26, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

In the news:

<https://www.petoskeynews.com/story/entertainment/music/2023/06/16/charlevoixs-live-on-the-lake-summer-concert-series-starts-june-29/70309428007/>

Director Out of Office

I currently have no planned days out of the office aside from paid holidays at this time.

RRC Updates:

- **Antrim Street project:** MEDC came to town on June 5th and met with the property owner to discuss the progress of the proforma. We also helped reconnect the property owner with the architect they worked with for the Design and Build service to move forward with construction drawings. There may be a slight modification to the design taking away one parking space on their private property, but it will make room to accommodate a laundry room and an efficiency apartment.
- **Hurlbut project:** This project is still moving forward but has been put on hold for at least one year. The developer is currently paying the current owners for the entire year as they continue to adjust and fine-tune their plans to build. The last update we had heard before this was that they were back to building site condominiums, similar to Edgewater or Pointes North. With the school next door being closed and being listed for sale soon, the possibilities are endless as to how that portion of Hurlbut could look in the future.
- **Design assistance - VUE Wine Bar:** Attached are the final deliverables that were given to the owners of VUE Wine Bar. They are now working with the same architect to move forward with construction documents.
- **Chamber of Commerce Building:** This property has been on our list of Priority Redevelopment sites since we first established them, but we are just now getting to a point where everyone is on the same page and ready to move forward with seeking assistance and resources through the RRC team. We all met with MEDC when they were here on June 5th and discussed the next steps, including determining whether or not Charlevoix had any funds left in our annual allotment for services, and it was just confirmed that there is still \$11,000 for us to use for this fiscal year. Another meeting is in the works to formalize a request for services that would have a similar outcome to the others we've helped with.

Optimize Main Street Grant:

We recently got word that Charlevoix HarborWear was awarded a \$2,500 grant along with technical assistance focusing on the technology upgrade needs of the business.

Mason Street Project

The project is on course to be completed (aside from possible pavement markings) by June 28th.

Bridge Park Building HVAC Update

I am still working with West Climate Control and Johnson Controls about an overall system update that would allow more individual temperature adjustments possible. In the meantime, John E Green continues to be available to service our random quirky quick-fix needs and all seems to be mostly okay for now.

Lakeshore Resilience Heritage Grant Awarded

We now have the fully executed grant agreement in hand and can start to develop the RFP for state approval before putting it out for bid.

State Historic Tax Credit Application Update

The small commercial tax credit is still available and I am still working with the property owner to submit follow-up documentation that was requested by the state.

Big Belly Update

The grant application was submitted but we have not heard back about whether it has been funded yet.

Cooperative Ad Campaign Update

Our digital ad campaign will be launching in July and will feature a total of 6 businesses that signed up to participate this year. While this number is much smaller than what we've had before, the campaign will still be robust and boost the overall presence of downtown Charlevoix in the region significantly.

Michigan Historic Preservation Network

On May 11th I was voted onto the Board of Directors for the Michigan Historic Preservation Network, which is a statewide non-profit that was founded in 1981.

Live on the Lake

Concerts start this Thursday, June 29th! Attached is the series poster and here is [a link to our website](#) with complete details. Hope to see you out at one (or more) of the shows!

July Business Owners Mixer

On Monday, July 19th at 4:00 PM VUE Wine Bar is hosting a mixer for downtown Business/Building Owners/Managers. It would be great to see some of our Board members there, so consider this your invitation!

Waste Removal Survey

Last year, in response to the Board's direction to investigate the possibility of building dumpster enclosures, the Design Committee started working on conducting a survey downtown to gather information related to how each of the businesses currently handles their waste and recyclables, so that the information could serve as a starting point for coming up with a possible scenario that could improve the efficiency of our overall system in the downtown. During the most recent Placemaking Committee meeting the conversation was reignited and the effort continues this year. We discussed

the topic at the Business Owners' meeting on June 19th, and then an unfortunate event occurred on the 20th that demonstrated how fragile the situation really is and how our lack of a system could potentially hurt business operations and make owning a business in our downtown less attractive. Since currently there are no requirements aside from how dumpsters are supposed to be shielded from sight, with landlords not being responsible for their tenant's waste, whether commercial or residential, nor city, and limited real estate available on public property that wouldn't result in the loss of valuable parking spots, it is becoming evident that a change is needed as Charlevoix continues to grow. As we get more information from the businesses we will compile the results into a report and "heat map" of sorts to visually demonstrate where some of the strain exists, so that we can start to brainstorm possible solutions that will help make everyone's lives easier, increase the amount of materials that get recycled, and more wisely use the spaces within the downtown that are available for such things.

Recommendation:

No action is needed.

Attachments:

1. VUE Wine Bar Pricing Estimate
2. VUE Wine Bar Design Renderings
3. 2023 Live on the Lake Poster for Print

Friday, June 6th, 2023

David Levy
101 Bridge Street
Charlevoix, MI 49720

Dear Mr. Levy,

We have attached an estimate for the pricing of your project located at 101 Bridge Street, Charlevoix, Michigan based on similar projects. This pricing is to be used as an estimate only and is to be verified with local contractors. We have calculated these numbers utilizing the schematic design set of drawings provided by us and overall square footage costs.

Please let us know if you have any additional questions, comments, or concerns.

Sincerely,

A handwritten signature in black ink, reading "Cody Newman", followed by a long horizontal line.

Cody Newman, AIA
Architect | State of Michigan
Cody@drivendesignstudio.com
(269) 753-8040

Hard Costs

Public Infrastructure (Roads, Sidewalks, Utilities, Sewage, etc.)	N/A
Site Improvements (Walks, Drives, Landscaping, fencing, etc.)	\$10,000
Demolition	\$10,000
Asbestos and other environmental	N/A
Earth Work	N/A
Site Utilities	N/A

Structures

Parking Structures	N/A
Building Concrete/Masonry	\$25,000
Carpentry	\$50,000
Roofing/Metal/Siding/Insulation	N/A
Roof Railing	N/A
Siding	\$50,000
Flooring	N/A
Cabinets/Countertops/Appliances	N/A
Painting/Decorating	\$25,000
Plumbing/Electrical/Fire Protection	N/A
HVAC	N/A
Accessory Buildings/Garages	N/A
Elevators/Special Equipment	N/A
New Rear Stair	N/A
Other:	N/A
Builder Overhead/Profit (12%)	\$20,400
Permits/Tap Fees/Bond	\$4,000
Construction Contingency (10%)	\$17,000
Machinery & Equipment	N/A
Furniture & Fixtures	By Owner
Architectural & Engineering	\$10,000
Environmental Studies/Soil Testing	By Owner
Survey	By Owner
Other	N/A
Total Project Cost	\$221,400

VUE EXTERIOR RENOVATION

101 BRIDGE ST., CHARLEVOIX, MI

RENDERING - FOR REFERENCE ONLY



EXISTING PHOTOS - FOR REFERENCE ONLY



PROJECT NOTES

- CONSTRUCTION MUST COMPLY WITH ALL NATIONAL, STATE, AND LOCAL BUILDING CODES, AS WELL AS ALL LOCAL ORDINANCES.
- DO NOT SCALE DRAWINGS. NOMINAL DIMENSIONS ARE SHOWN. REFER TO DETAILS, NOTES, SPECIFICATIONS AND PARTITION KEY FOR INFORMATION. CONTACT ARCHITECT IF ADDITIONAL INFORMATION IS REQUIRED.
- EXISTING BUILDING AND SITE INFORMATION WAS OBTAINED FROM THE OWNER AND ADDITIONAL FIELD MEASUREMENTS BY THE ARCHITECT. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO COMMENCEMENT OF WORK. DRAWINGS MAY CONTAIN DISCREPANCIES DUE TO CONCEALED CONDITIONS, INACCURACIES IN THE ORIGINAL DRAWINGS, INACCESSIBLE LOCATIONS, UNRECORDED BUILDING ALTERATIONS AND OTHER CONFLICTING INFORMATION. INFORMATION OUTSIDE OF CONTRACT AREA IS RELATIVE AND FOR REFERENCE ONLY. ALWAYS VERIFY FIELD CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT IF FIELD CONDITIONS CONFLICT SUBSTANTIALLY WITH PROPOSED WORK.
- INSTRUCTIONS FOR BUILDING CONSTRUCTION MAY BE LOCATED IN ANY PART OF THE CONSTRUCTION DRAWINGS. FAILURE OF THE GENERAL CONTRACTOR OR HIS SUB CONTRACTORS TO SEE INFORMATION IN ANY PART OF THE CONTRACT DOCUMENTS WILL NOT BE A VALID REASON FOR ISSUING A CHANGE ORDER.
- ALL HOLES CREATED FROM ABANDONED DUCT, CONDUIT, ELEC. DEVICES, ETC., WHICH ARE IN VIEW AND ARE NOT SCHEDULED TO BE BOARDED OVER, OR ON A WALL TO BE DEMOLISHED, ARE TO BE FILLED AND PATCHED TO MATCH EXISTING.
- PATCH AND REPAIR ALL EXISTING WALL SURFACES ADJACENT TO NEW WORK AS REQUIRED TO ACHIEVE AN UNINTERRUPTED SURFACE APPEARANCE. PATCH AND REPAIR ALL FLOORING FOR EXISTING BUILDINGS TO ACHIEVE A CONTINUOUS, SMOOTH, AND FLUSH FLOOR SURFACE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING REQUIRED TO EXECUTE WORK. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY CONSTRUCTION WITH THE ARCHITECT AND OWNER TO ASSURE A MINIMUM AMOUNT OF INTERRUPTION WITH THE OWNER'S ACTIVITIES.
- IF THE PROJECT IS A REMODEL, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL SURFACES NOT BEING REMODELED IN THE PROJECT AND IN THE PATH OF THE CONTRACTORS TRAVEL, SETUP AND/ OR PROJECT MATERIAL STORAGE. THE CONTRACTOR MUST RETURN THE AREAS DISTURBED AS REQUIRED FOR ACCESS TO ITS PRE-EXISTING CONDITION.
- THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL LOCAL/REQUIRED PERMITS AND INSPECTIONS.
- ALL SAFETY ISSUES RELATED TO CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST COMPLY WITH ALL STATE, LOCAL, ENVIRONMENTAL AND LABOR LAWS DURING THE CONSTRUCTION OF THIS PROJECT.
- ALL WORK TO BE GUARANTEED A MINIMUM OF ONE YEAR FROM THE DATE OF OWNER ACCEPTANCE OF WORK, EXCEPT WHERE MANUFACTURER'S GUARANTEE IS LONGER.
- IF DISCREPANCIES OCCUR BETWEEN DRAWINGS AND FIELD CONDITIONS CONTACT THE ARCHITECT TO VERIFY HOW TO PROCEED BEFORE DOING SO.
- SEE T001 FOR ADDITIONAL PROJECT NOTES, MOUNTING HEIGHTS, AND SYMBOLS
- 3D VIEWS AND RENDERINGS ON THIS PAGE AND THROUGHOUT THE SET ARE FOR REFERENCE ONLY. VERIFY ALL CONSTRUCTION DETAILS THROUGHOUT THE ENTIRE SET OF DOCUMENTS
- THE PROJECT SHALL CONFORM TO UNDERWRITERS LABORATORY FIRE RESISTANCE DIRECTORY AND BUILDING MATERIALS DIRECTORY.
- ANY MATERIAL SUBSTITUTIONS TO A LISTED UL DESIGN NUMBER SHALL BE COORDINATED BY THE CONSTRUCTION MANAGER, CONTRACTOR, SUBCONTRACTOR AND/OR MATERIAL SUPPLIER FOR COMPLIANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPROVALS - FOR ANY MATERIALS SUBSTITUTION IN THE REQUIRED UL DESIGN ASSEMBLY - BY THE FIRE MARSHAL AND BUILDING INSPECTOR HAVING JURISDICTION PRIOR TO ACCEPTANCE.
- FOR ANY CHANGE OF UL DESIGN NUMBER, OR ANY CHANGE IN MATERIAL(S) IN A UL DESIGN ASSEMBLY, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL OTHER RELATED MATERIALS OR ASSEMBLIES AFFECTED BY THE CHANGE OF MATERIAL OR UL DESIGN NUMBER ASSEMBLY.
- PROVIDE COMPLETE UL APPROVED THROUGH-PENETRATION FIRESTOP SYSTEMS AT ALL RATED WALL PENETRATIONS.
- PROVIDE FIRESTOPPING AS REQUIRED AT ALL OPENINGS FOR PLUMBING, CONDUIT, DUCTWORK, ETC AT FIRE RATED ASSEMBLIES.
- REFER TO THE FLOOR PLANS FOR IDENTIFICATION OF ALL FIRE AND SMOKE-RATED PARTITIONS.

PROJECT DESCRIPTION

AN EXISTING CONDOMINIUM IS HAVING A NEW EXTERIOR RENOVATION TO REPLICATE THE HISTORIC STREET FRONT FACADE. THE REAR STAIRWAY IS BEING REPLACED ALONG WITH THE RAILING ON THE ROOFTOP. THERE IS NO INTERIOR WORK AS PART OF THIS PROJECT.

DRAWING LIST

SHEET NUMBER	DRAWING TITLE	6/2/2023 - DESIGN DEVELOPMENT SET
00 GENERAL		
T000	TITLE SHEET	X
T001	RENDERINGS	X
T002	MOUNTING HEIGHTS + ABBREVIATIONS	X
01 CIVIL		
C100	ARCHITECTURAL SITE PLAN	X
02 ARCHITECTURAL		
A100	NEW FLOOR PLAN	X
A200	ROOF PLAN	X
A300	EXTERIOR ELEVATIONS	X
A301	EXTERIOR ELEVATIONS	X
A400	SECTION DETAILS	X
Grand total: 9		



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OWNER
David Levy
101 Bridge Street
Charlevoix, MI

CONSTRUCTION MANAGER/GC

ENGINEER

ENGINEER

ENGINEER

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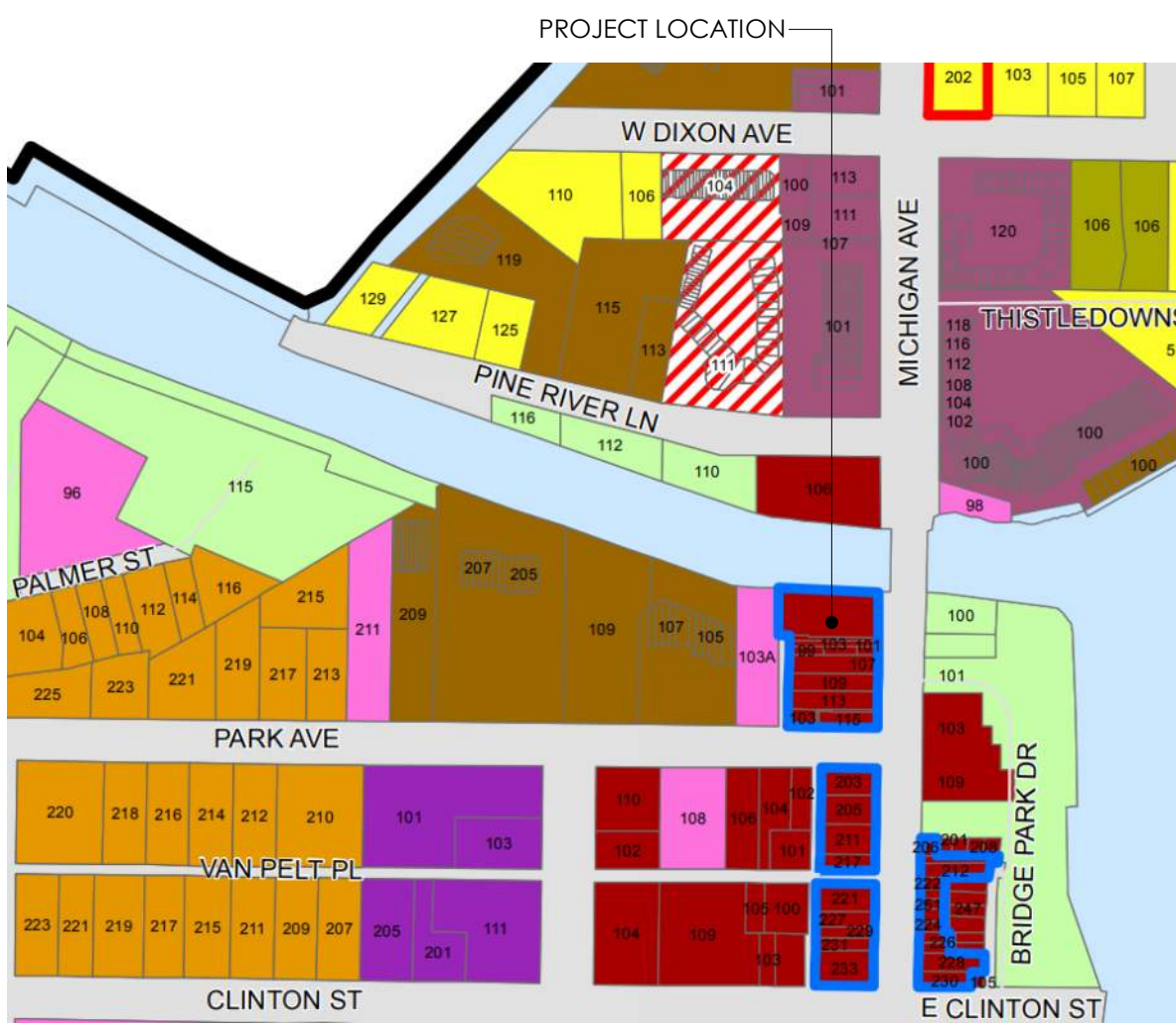
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TITLE SHEET
T000

ZONING MAP

ZONING - CENTRAL BUSINESS DISTRICT



AREA MAP





1 SITE PLAN
C100 1" = 10'-0"

GENERAL NOTES

1. EXISTING BUILDING TO REMAIN ON THE EXISTING SITE
2. THE UTILITIES THAT ARE CURRENTLY CONNECTED TO THE BUILDING ARE TO REMAIN
3. CONTACT MISS DIG TO LOCATE ALL EXISTING UTILITIES BEFORE DOING ANY SITE WORK
4. PATCH EXISTING ASPHALT PARKING LOT AS REQUIRED, RESTRIPE PARKING LOT IF REQUIRED
5. EXISTING VEGETATION TO REMAIN ON THE SITE, TRIM AS REQUIRED
6. PROVIDE A KNOX BOX AT THE MAIN ENTRY TO THE BUILDING, COORDINATE WITH LOCAL FIRE DEPARTMENT ON KEYING AND INSTALLATION
7. WORK WITHIN THE STREET TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION.
8. PERMITS, TESTING, BONDS & INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. CITY INSPECTION FEES SHALL BE PAID FOR BY THE OWNER.



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ARCHITECTURAL SITE PLAN

C100

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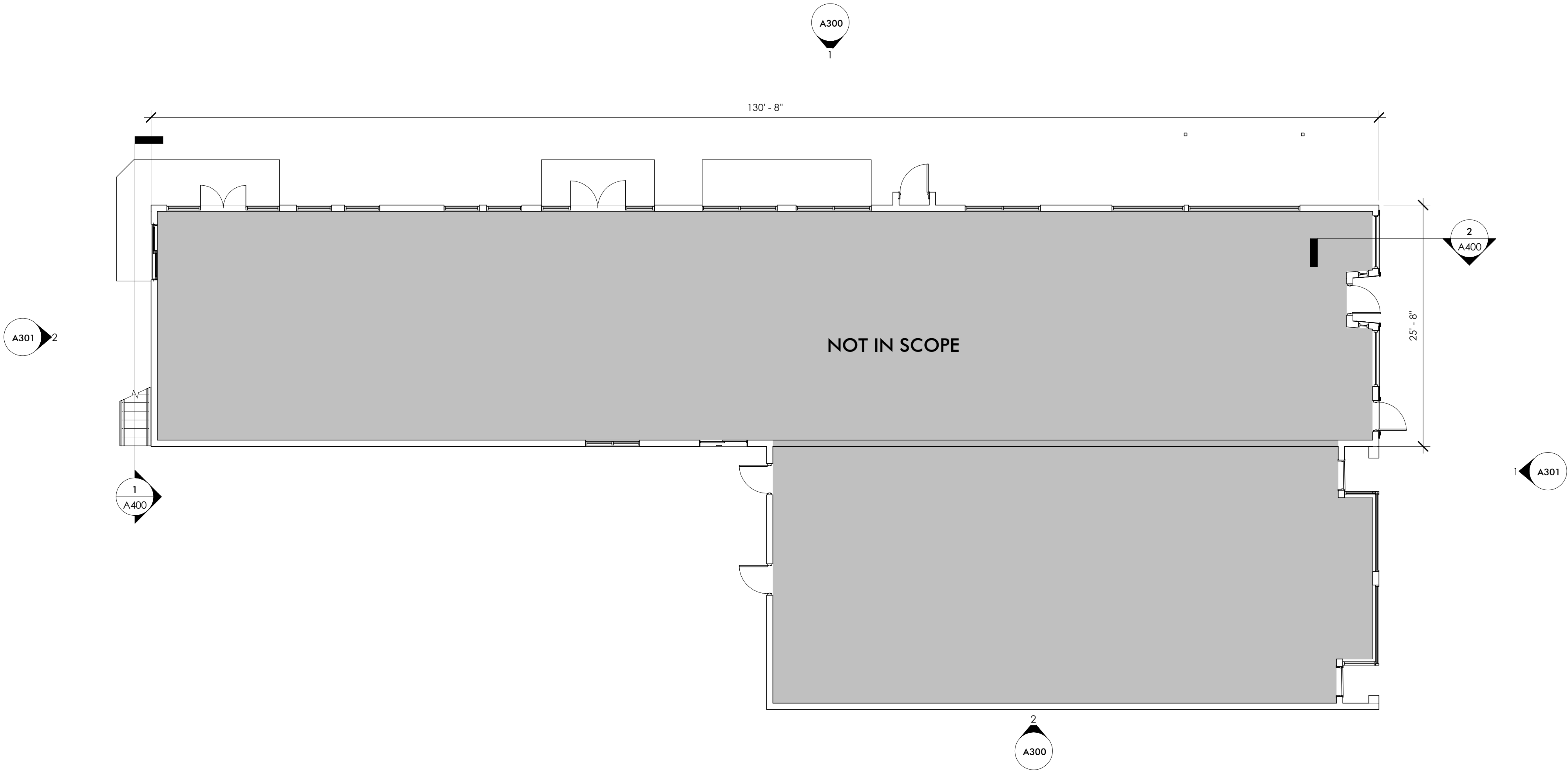
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NEW FLOOR PLAN

A100

GENERAL NOTES

- ALL GYPSUM BOARD THROUGHOUT IS TO BE 5/8" TYPE-X AS A MINIMUM.
- ALL EXISTING INTERIOR WALLS THAT ARE TO REMAIN ARE TO BE PATCHED AS REQUIRED FROM NEW UTILITIES OR GENERAL CONSTRUCTION.
- INFILL OF EXISTING WALL OPENINGS IS TO RESULT IN FLUSH FINISHES ON BOTH SIDES OF THE WALL. UNLESS OTHERWISE NOTED, USE APPROPRIATE STUD FRAMING TO ACHIEVE DESIRED FINISH.
- INSTALL WOOD BLOCKING IN WALLS AS NECESSARY FOR INSTALLATION OF ALL CASEWORK, MIRRORS, TOWEL BARS, SHOWER CURTAIN RODS, TOILET PAPER DISPENSERS, PAPER TOWEL HOLDERS, TOILET PARTITIONS, RAILINGS, AND ANY OTHER ACCESSORIES.
- PROVIDE CEMENT BOARD IN LIEU OF GYPSUM BOARD AT ALL BATHTUB, SHOWER, AND KITCHEN LOCATIONS TO RECEIVE WALL TILE. COORDINATE WITH INTERIORS.
- DRAWINGS ESTABLISH THE DESIGN INTENT OF WORK TO BE PERFORMED. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. ALL TRADES SHALL CAREFULLY COORDINATE WORK OF ALL OTHER TRADES. CONTRACTORS SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS AND FOR VERIFYING THEM WITH THE CONTRACT DOCUMENTS. ANY DISCREPANCIES OR CONFLICTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT AND THE OWNER PRIOR TO FABRICATION OR INSTALLATION.
- COORDINATE SIZE AND LOCATION OF ALL EQUIPMENT SUPPORTS INCLUDING BUT NOT RESTRICTED TO CONCRETE HOUSEKEEPING PADS WITH APPROPRIATE EQUIPMENT MANUFACTURER.
- VERIFY QUANTITY, SIZE, AND LOCATION OF ALL FLOOR, ROOF, AND WALL OPENINGS FOR ALL DISCIPLINES INCLUDING BUT NOT RESTRICTED TO MECHANICAL AND ELECTRICAL WORK WITH THE APPROPRIATE TRADE. PROVIDE ALL OPENINGS SHOWN OR REQUIRED FOR THE COMPLETION OF THE WORK. PROVIDE ALL LINTELS REQUIRED FOR THESE OPENINGS PER SPECIFICATIONS.
- VERIFY QUANTITY, SIZE, AND LOCATION OF ALL FLOOR, ROOF, AND WALL OPENINGS FOR ALL DISCIPLINES INCLUDING BUT NOT RESTRICTED TO MECHANICAL AND ELECTRICAL WORK WITH THE APPROPRIATE TRADE.
- DIMENSIONS PRECEDED BY +/- SHOULD BE REVIEWED AND ALL NECESSARY ADJUSTMENTS MADE PRIOR TO FABRICATION AND/OR INSTALLATION OF AFFECTED WORK. NOTIFY ARCHITECT'S REPRESENTATIVE IF DISCREPANCIES ARISE BEFORE PROCEEDING WITH THE WORK.
- BATHROOM MIRRORS AND LIGHT FIXTURES ABOVE VANITIES SHALL BE CENTERED ON THE SINKS.



1 FIRST FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES



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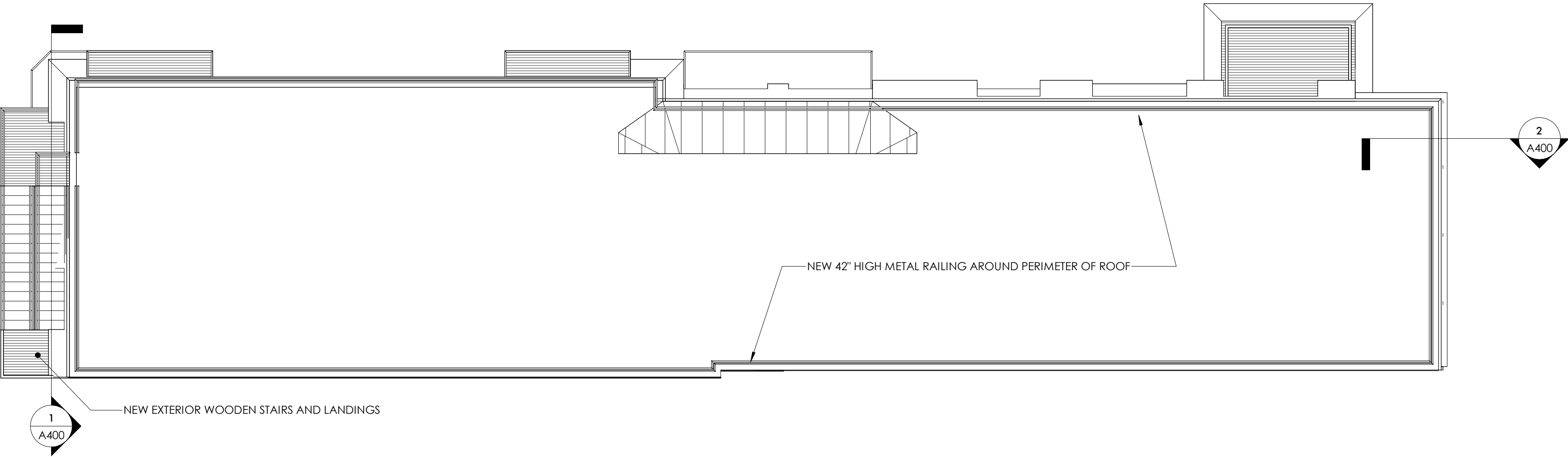
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ROOF PLAN
A200

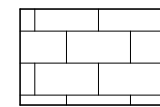
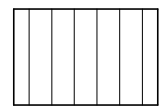
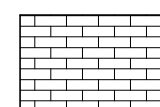
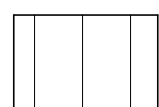
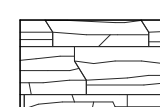
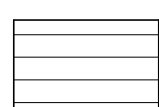
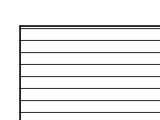


1 ROOF PLAN
A200 1/8" = 1'-0"

GENERAL NOTES

1. REFER TO MATERIAL LEGEND FOR EXTERIOR FINISH PANEL TYPES AND COLOR.
2. REFER TO MATERIAL LEGEND FOR ROOF TYPES AND COLOR.
3. ALL GLAZING SHALL BE LOW-E GLASS. TINT TO BE RECOMMENDED BY MANUFACTURER.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER AND ARCHITECT PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS NEED TO BE APPROVED IN WRITING.

EXTERIOR ELEVATION SYMBOL LEGEND

	CMU		METAL ROOFING
	BRICK		ASPHALT ROOFING
	STONE		KNOT WOOD
	SIDING / METAL SIDING		



1 NORTH ELEVATION
A400 A300 3/16" = 1'-0"



2 SOUTH ELEVATION
A400 A300 3/16" = 1'-0"

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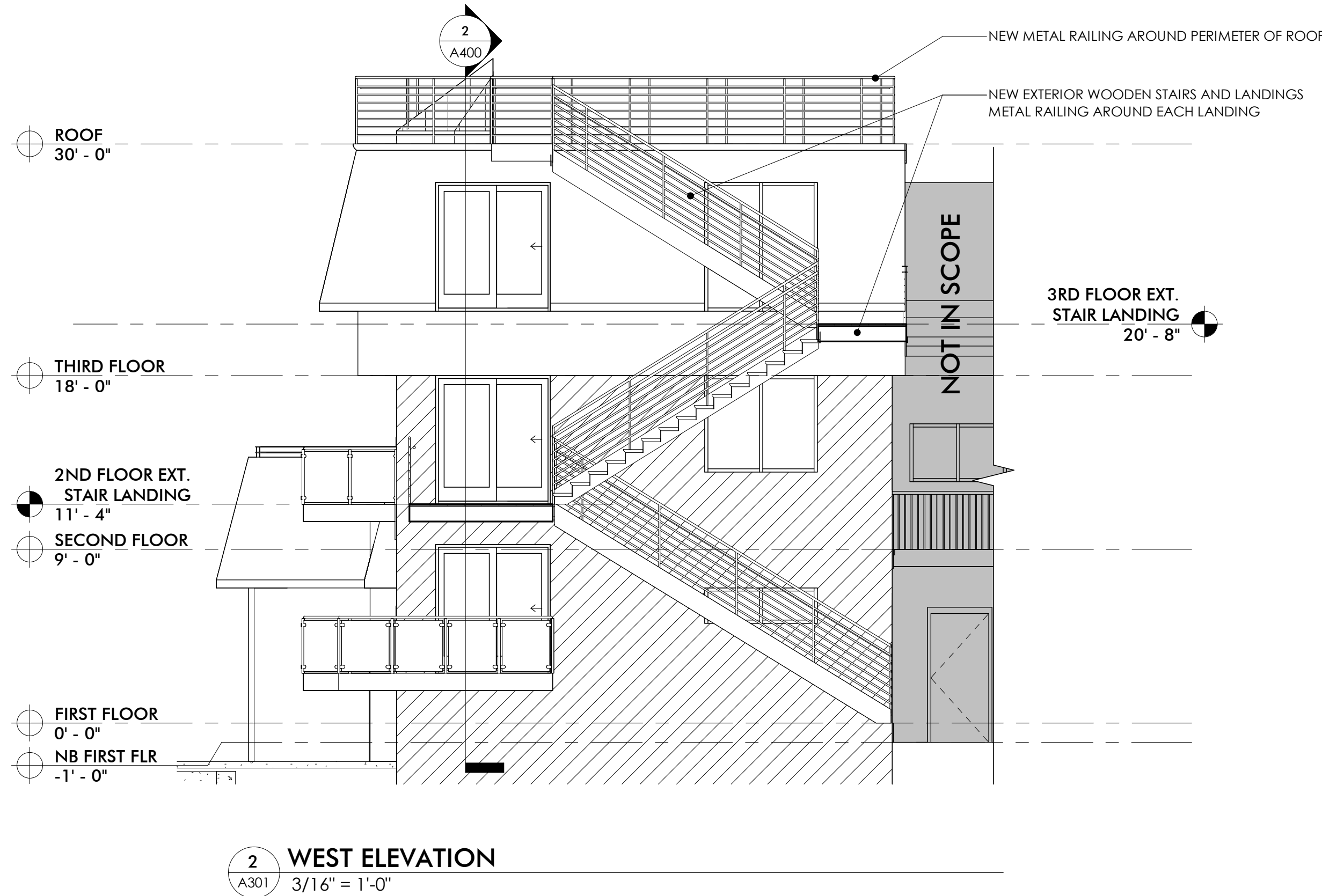
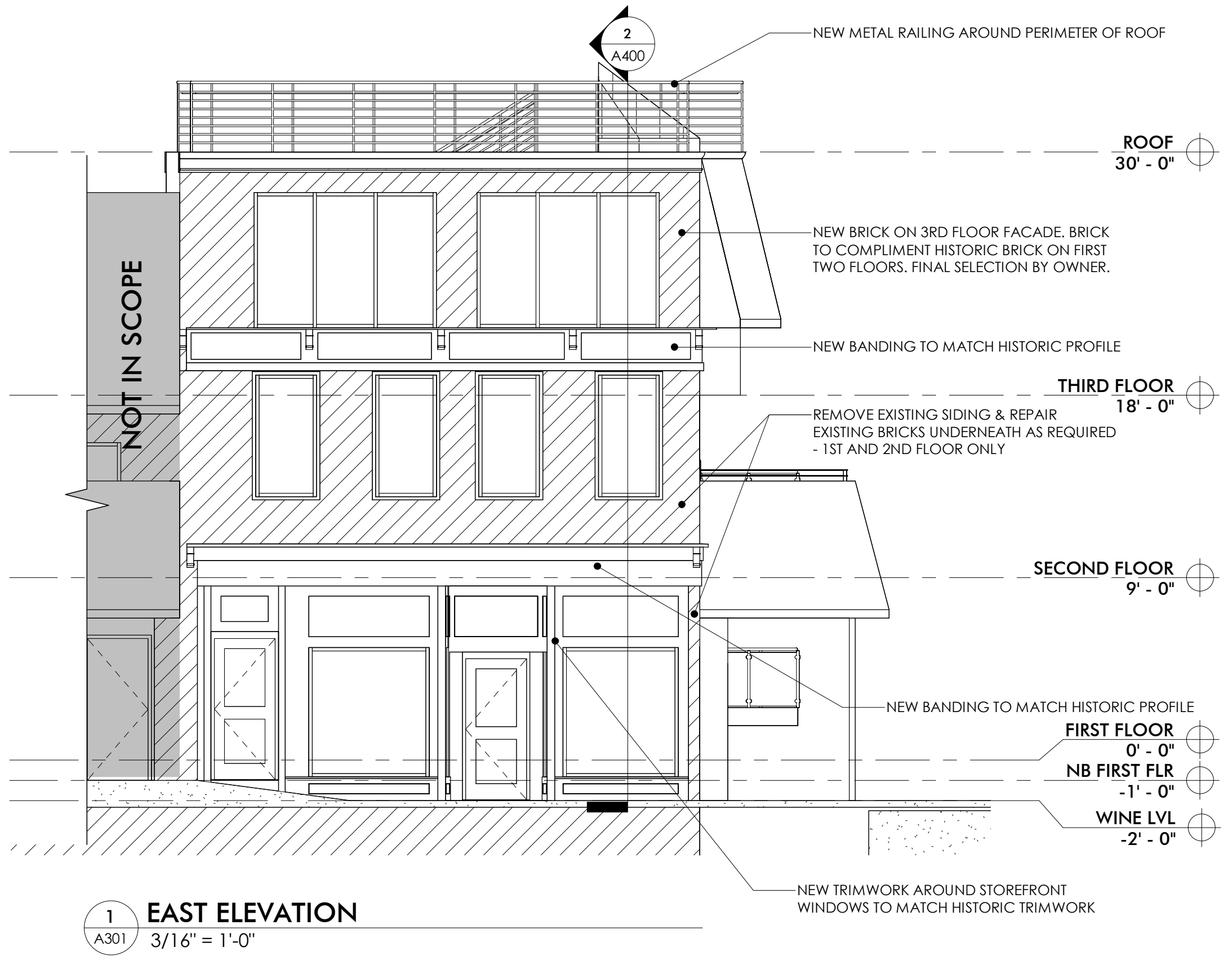
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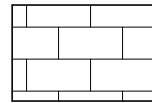
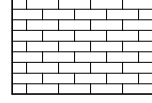
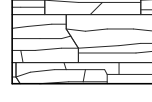
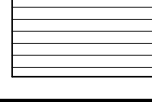
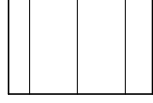
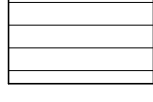
EXTERIOR ELEVATIONS

A300



GENERAL NOTES

1. REFER TO MATERIAL LEGEND FOR EXTERIOR FINISH PANEL TYPES AND COLOR.
2. REFER TO MATERIAL LEGEND FOR ROOF TYPES AND COLOR.
3. ALL GLAZING SHALL BE LOW-E GLASS. TINT TO BE RECOMMENDED BY MANUFACTURER.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER AND ARCHITECT PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS NEED TO BE APPROVED IN WRITING.

EXTERIOR ELEVATION SYMBOL LEGEND	
	CMU
	BRICK
	STONE
	SIDING / METAL SIDING
	METAL ROOFING
	ASPHALT ROOFING
	KNOT WOOD

DRIVEN DESIGN

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EXTERIOR ELEVATIONS

A301

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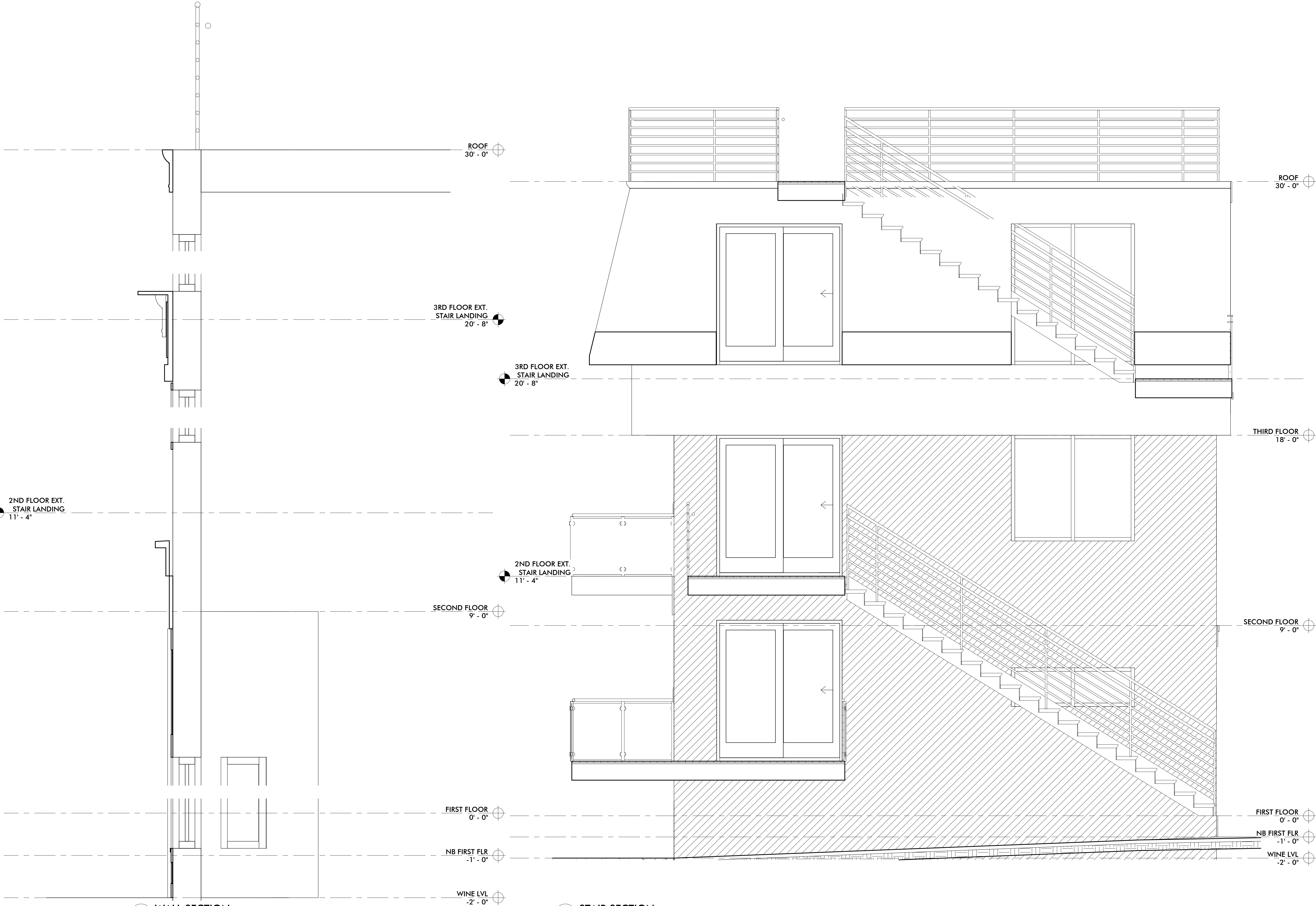
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SECTION DETAILS

A400



SUMMER CONCERTS

Thursday nights in East Park at the Odmark Performance Pavilion in downtown Charlevoix. See schedule for details.

SERIES SPONSOR:



CHARLEVOIX LIVE ON THE LAKE

Presented by:



Of Charlevoix
FriendlyFordCharlevoix.com

2023 SERIES LINEUP:

6/29: DJ DomiNate @ 6 PM

Sponsored by Cherry Republic

Hurricane @ 7 PM

Sponsored by Biggby Coffee Charlevoix

7/6: B-Side Growlers @ 7 PM

Sponsored by J. Bird Provisions

7/13: Quick Draw Paint Out**

Eliza Thorp @ 6 PM

Sponsored by The Hoyt Company

Mark Lavengood @ 7 PM

Sponsored by Norwood Centennial Farms

7/27: Traverse City Dance Project @ 7 PM

Sponsored by The Meisner Law Group, P.C.

8/3: Children's Activity @ 6 PM**

The Soundgarden Project @ 7 PM

Sponsored by Kilwin's of Charlevoix

Distant Stars @ 8 PM

Sponsored by Charlevoix Auto

8/10: Charlie Millard Band @ 7 PM

Sponsored by Charlevoix Cinema III

8/17: The Real Ingredients @ 7 PM

Sponsored by Horizon Bank

Special Thanks to:

Hospitality Partners:

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Weathervane Terrace Inn & Suites

Creative Partners:

Interlochen Public Radio
Charlevoix Circle of Arts
Traverse City Dance Project

Community Partner:

Charlevoix Area Community Pool



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** Presented by Charlevoix Circle of Arts

Charlevoix Downtown Development Authority

Old Business

Title: J.bird Provisions Lease Renewal

Date: June 26, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

On June 12th I sent the following email to members of the Board:

During our meeting in April, the Board voted to approve renewing a lease with J. Bird Provisions. As that process moved forward, it was discovered that during the signing of the initial lease, when we were under agreement with John Murray as our property manager, the lease language did not include information about the tenant being responsible for real property taxes.

So after months of back and forth between the City Attorney and Jessica's attorney, the tenant is ready to sign the lease. I am sending this update to you with language direct from Scott Howard (City Attorney) outlining his determination:

- They researched and spoke with Joe Lavender (Assessor) about the real property tax issue. **Based on the language of the prior deed and the clear statutory language, the DDA will be responsible for at least part of the taxes when the bill becomes due in July.** It would be allowable for the DDA to pay the taxes. As a landlord, it is permissible for the DDA to use rental income to offset some of its expenses, including property taxes.
- The revised lease renewal includes a provision that results in a proration of the taxes for 2023. Under this agreement, the DDA will be responsible for the taxes from January 1, 2023, to May 31, 2023, and **J. Bird will be responsible for the rest of 2023 and the other years covered under the lease.**
- The DDA would still be responsible for paying the taxes if the lease isn't signed (on the hook for the whole year for taxes unless you find another tenant).

We are moving forward with signing the lease by **COB tomorrow** and if you have any objections or concerns, please email me directly before then. Thank you!

Afterward, the only email I received back from a Board member was from Ron Way in support of moving forward. Attached is the fully executed final lease document. Back when the issue came to light that the DDA would have to pay a portion of the property taxes I asked Assessor Joe Lavender how much the bill might be. His answer was:

"Total annual taxes levied for 2023 will be approximately \$3778. With the lease agreement you attached and the pro-ration of taxes, the DDA should be responsible for \$1562.77"

Please note that this situation is mirrored with the lease that we have with Idea Farm Designs, which will be up for renewal, if she is interested, at the end of October. Regardless of her presence in the space, we will still be responsible for the taxes for her portion of the building as well. When the space was split into two tenants and we were discussing the split of utilities, Joe split out the square footage and parcel IDs to reflect accurate assessments.

Recommendation:

No action is necessary at this time.

Attachments:

1. J Bird Provisions Lease Renewal Fully Executed 2023

COMMERCIAL LEASE AGREEMENT

This Lease effective June 1, 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 June 1, 2023, and terminating at 11:59 PM on the 31st of May 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 May 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:

June 1 through May 31, 2024	\$725.00 per month
June 1 through May 31, 2025	\$746.75 per month
June 1 through May 31, 2026	\$769.15 per month

Rent is payable, in advance, or on the first of each month, commencing on June 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 \$75.00.¹

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.

¹ Note that rent will be due on June 15, 2023, for the first month of the lease without a late payment or penalty due if paid before this date.

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

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 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.

For the year 2023, the real property tax payment shall be pro-rated with Landlord paying real property taxes from January 1, 2023, to May 31, 2023. Tenant shall be responsible for taxes June 1, 2023, to December 31, 2023. Tenant shall be responsible for all other real property taxes assessed during the term of the lease.

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

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

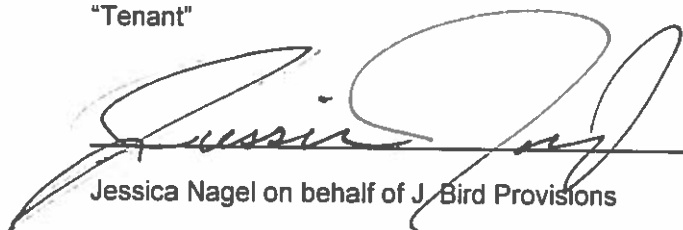
All notices under this Lease shall be deemed sufficient notice and service thereof if such notice is sent to the Tenant, is in writing, and addressed to the Tenant at their last known Post Office address or at the leased Premises. Notice to the Landlord shall be in writing and addressed to the last known 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

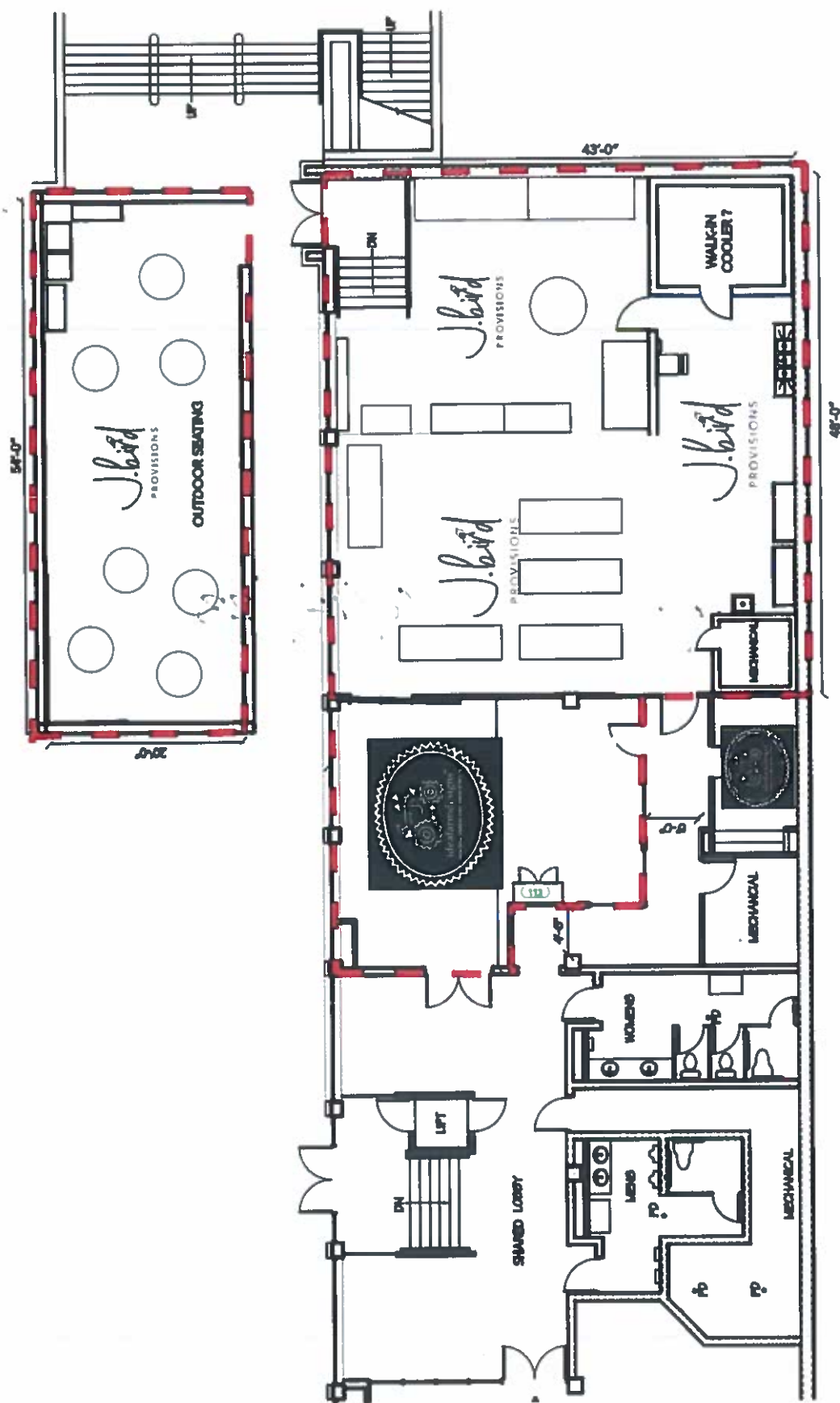
06/14/23
Date

"Landlord"


Maureen Owens, Char, City of Charlevoix DDA Board

06/15/23
Date

Exhibit A:



Charlevoix Downtown Development Authority

New Business

Title: Facade Grant Program

Date: June 26, 2023

Presented By: Lindsey Dotson, DDA Director

Background:

During a Michigan Downtown Association workshop I attended in Alpena on June 2nd, I learned of a program that the MEDC is pushing out to aid local facade grant programs. With this information along with a good number of projects that could potentially benefit from our local program shifting back to supporting facade-focused projects, it seems like now is a great time to consider making the shift from the Alleyways back to the front of buildings. I've attached the application that MEDC put out last year, which will probably be similar for the next fiscal year, which starts October 1 for them. It explains the program, which is also summarized below:

The Façade Restoration Initiative (FRI) provides grant dollars to local community districts or authorities to strengthen and expand local façade restoration/improvement programs in downtowns and commercial corridors around the state. Grant funds will be awarded to local authorities, such as Downtown Development Authorities, Michigan Main Street organizations, Principal Shopping Districts, etc. Authority or district applicants will re-grant funds to private building owners to support a façade improvement project. FRI funds will provide no more than 50% of the façade restoration cost, with the other 50% being funded by some combination of private investment and local match.

The Michigan Economic Development Corporation (MEDC) is administering the FRI program on behalf of the Michigan Strategic Fund (MSF) and will award grants of no less than \$50,000 and no more than \$500,000 as necessary to support the application's identified potential project pipeline. The MEDC has seen the positive impact that facade projects provide to Michigan's downtowns. Through the FRI program, Districts and authorities will continue to administer their program locally with additional capacity provided by MSF funding. Attached are the program guidelines.

One of the questions on the application reads:

Describe the anticipated sources of funds (example: 50% from MSF, 40% from building owner and 10% from DDA.)

The great thing about the example breakdown given is that the way our program has been structured was 50/50. This would reduce the match on our behalf down to 10% of the project and also reduce the property owner's investment down to 40%. It seems like a wonderful opportunity to take advantage of. I have a meeting scheduled with the MEDC on Tuesday, June 27th to discuss this further, and the Placemaking Committee will and can assist with edits/revisions to the program guidelines that would be necessary to move forward.

I've attached the guidelines from the version of our local grant when it was facade focused for a refresher. There would be some necessary modifications both to the guidelines and approval process.

The pipeline of projects that might be eligible includes (and isn't limited to):

- Round Lake Bookstore
- VUE Wine Bar
- Charlevoix Floral/Antrim Street project
- J. Phillips/American Spoon
- Marek's Harbor Grill
- Central Drug Store
- Cafe Meria
- J.bird Provisions
- Revolution Bike
- Hotdoggers

As far as our budget goes, if we structured it as a \$25,000 reimbursement grant, the match from the property owner would be \$20,000 and our contribution would be \$5,000 (and \$20,000 from MEDC/MSF) per approved grant. It seems like it could be a wise way to make our local dollars stretch while helping to make highly visible improvements to the downtown. We could even make the grant amount smaller if we needed to.

Recommendation:

Board discussion and direction.

Attachments:

1. MSF Façade Restoration Initiative Application FY23 (2)
2. Façade Grant Program Guidelines REVISED 9.25.2018

MSF Façade Restoration Initiative Application – FY23

The Façade Restoration Initiative (FRI) provides grant dollars to local community districts or authorities to strengthen and expand local façade restoration/improvement programs in downtowns and commercial corridors around the state. Grant funds will be awarded to local authorities, such as Downtown Development Authorities, Michigan Main Street organizations, Principal Shopping Districts, etc. Authority or district applicants will re-grant funds to private building owners to support a façade improvement project. FRI funds will provide no more than 50% of the façade restoration cost, with the other 50% being funded by some combination of private investment and local match.

The Michigan Economic Development Corporation (MEDC) is administering the FRI program on behalf of the Michigan Strategic Fund (MSF) and will award grants of no less than \$50,000 and no more than \$500,000 as necessary to support the application's identified potential project pipeline. The MEDC has seen the positive impact that facade projects provide to Michigan's downtowns. Through the FRI program, Districts and authorities will continue to administer their program locally with additional capacity provided by MSF funding. Attached are the program guidelines.

A. Applicant Information

- Applicant name and address, (Community, Authority or District that will administer the program).
- Name, title, e-mail, and phone number of the individual(s) responsible for managing the grant on behalf of the applicant.

B. Program and Project Materials

Please describe the applicant's capacity to administer this type of program within its authority or district.

Briefly describe the district and attach a map.

Do you have existing design guidelines or a form-based code for the district? (If so, please attach a copy(ies).)

Describe building(s) to be improved using FRI funding. Please attach photos and project map.

Describe the anticipated sources of funds (example: 50% from MSF, 40% from building owner and 10% from DDA.)

What amount of funding would you request from the MSF to support your program?
(Anticipating that this amount should be committed within one year and spent within two years.)

Charlevoix Main Street Façade Incentive Grant Program Guidelines
Bringing History Back to Downtown Storefronts
Amended September 2018

Background

The Façade Incentive Grant Program is developed by the Design Committee of Charlevoix Main Street (CMS).

Program Purpose

The grant program was created to encourage private investment in historic facades by providing financial incentives. Historically sensitive rehabilitation and dramatic improvement of facades in downtown Charlevoix will encourage long-term and sustainable economic development in Charlevoix and help maintain, strengthen, and capitalize on our community's historic resources. By improving the appearance of building facades, the Program helps to improve the economic viability of the downtown.

Grant Funding

This program is funded by Charlevoix Main Street DDA. The number of projects receiving grants in a fiscal year is based on the program budget, with a new funding cycle beginning April 1. Grants are awarded biannually in August & January, if funds are available. Grants reimburse 50% of eligible project costs up to \$10,000.

Grant Timing

Applications will be accepted until July 26, 2018. The Design Committee will review the them at their meeting on Thursday, August 2nd at 4pm. The Design Committee's recommendation for which project(s) should be awarded grants will be given to the Charlevoix Main Street DDA Board and reviewed at their meeting on Monday, August 27, 2018 at 5:30pm. At this meeting the board will approve or deny funding for the recommended grants. All applicants who are not present at the meeting will be notified within 7 days as to whether or not they have been awarded a grant.

If funds are available a second round of applications will be accepted until December 27, 2018. The Design Committee will review these applications at their meeting on Thursday, January 3, 2019 at 4pm. The Design Committee's recommendation for which project(s) should be awarded grants will be given to the Charlevoix Main Street DDA Board and reviewed at their meeting on Monday, January 28, 2019 at 5:30pm. At this meeting the board will approve or deny funding for the recommended grants. All applicants who are not present at the meeting will be notified within 7 days as to whether or not they have been awarded a grant.

Program Target Area

The target area for the Charlevoix Main Street Façade Incentive Grant Program is the Charlevoix Downtown Development Authority District. (See Exhibit A)

Eligible Applicants

1. Owners of commercial buildings in the Downtown Development Authority district, used for commercial purposes, and conforming to zoning use are eligible to apply for grant funds.

2. Tenants of eligible buildings may request grant funds if they submit a notarized letter of permission from the property owner with their application.

Eligible Improvement Projects

1. Exterior brick or wall surface cleaning using gentlest means possible (no sandblasting).
2. Re-pointing of brick mortar joints.
3. Patching and painting of façade walls.
4. Storefront Window and/or door repair or appropriate replacement.
5. Cornice repair or appropriate replacement.
6. Removal of angled projecting roofs from the façade and repair of surface.
7. Other exterior improvements of a historical or structural nature.

Ineligible Projects

1. Interior improvements, maintenance or furnishings.
2. Landscaping.
3. Building additions.
4. Signs and awnings with signage (unless the signage is part of a major rehabilitation project).
5. Roof repair.
6. Painting unpainted brick.

Ineligible Project Expenses

1. Financing or refinancing debt, loan origination fees.
2. Property acquisition.
3. Building permit fees or development review fees.
4. Property appraisals.
5. Legal fees or architectural fees.
6. Labor costs paid to owner/applicant or relatives of the owner/applicant.

Funding/Guidelines

1. Applications for projects must be approved by the CMS DDA Board of Directors prior to commencement of the work funds are requested for.
2. All rehabilitation projects must meet City of Charlevoix zoning and building codes.
3. In general, the Design Committee will encourage repair and preservation of existing historic features of facades, and encourage appropriate changes to alterations to these facades that have resulted in an incoherent, unattractive or inharmonious appearance. Designs should be compatible with the buildings historic character and with the adjoining buildings.
4. Any grant for surface cleaning must ensure that best management practices shall be used and environmental permits are obtained if removing lead-based paint or discharging paint materials into the City's storm sewer. Projects where cleaning methods are used that damage the historic building materials, particularly sandblasting, shall not be awarded grants.
5. Paint and material colors will be reviewed, and should either be based on original colors obtained from paint samples on the buildings, historic color samples, or be compatible with adjoining buildings and colors in downtown Charlevoix. Trim colors, which highlight building details, are encouraged. Inappropriate colors should be avoided.

6. Projects should not remove, alter, damage or cover up significant architectural features of the building which are original or which reflect a major alteration that is itself architecturally significant.
7. Projects may partially or fully restore the historic appearance of the building based on actual evidence, including photographs, written documentation, data on the building or site or other data.
8. Projects funded by grant monies must be completed within one year of the date that the grant application is approved. An extension may be approved at the sole discretion of the CMS Design Committee under significant special circumstances.
9. Any improvements that have been made through the Façade Incentive Grant Program must be maintained by the applicant and may not be removed or significantly altered for a period of ten (10) years.
10. All applicants must have all property (real and personal) taxes paid to date.

No grant funds will be released until 100% of the approved façade work is complete and final inspections of the work show that all program requirements have been met. This grant is awarded on a reimbursement basis with funds released upon provision of adequate proof of payments to contractors and waivers of lien.

Step-by-Step Application Process

1. A complete grant application must be submitted to the Charlevoix Main Street DDA office. Since funds for this program are allocated based on funding availability, estimates for the façade work to be performed must be submitted on letterhead from licensed contractors that will perform the work. Two estimates are required, and three estimates are recommended. The exact amount of funding being requested shall be based on the estimate selected and outlined on the application. Proof of funding must be provided. If the cost of the project exceeds the initial estimate, the applicant only receives the original grant amount approved.
2. If an applicant is requesting funding for more than one building, the applicant must complete a separate application for each building. Each eligible building will be considered a separate project for purposes of grant funding.
3. A \$250 application fee made payable to Charlevoix Main Street, to cover historic review consultant, and proof of project funding must accompany the completed application form. The application fee will be reimbursed if your project is not approved for funding.
4. Charlevoix Main Street staff will forward the application to the City of Charlevoix Economic Development & Planning Department to make sure the work proposed complies with the city's zoning and building codes. If it complies, it will be returned to the Charlevoix Main Street staff. If the work does not comply, the applicant will be contacted for a meeting with the Economic Development & Planning Department to resolve the zoning and building code issues. A revised application may be required. No grant application will proceed that does not meet City of Charlevoix Zoning Ordinances and the Michigan Rehabilitation Code. This preliminary review will not replace City requirements for obtaining zoning approval or building permits.
5. Once a compliant application is returned to Charlevoix Main Street staff, it will be reviewed by the Charlevoix Main Street Design Committee at their next grant cycle meeting (the applicant or representative may attend). The Design Committee will use the Façade Grant Rating Scale (Exhibit B) to decide which applications to recommend

for grant awards. Recommended applications will then be forwarded to the Charlevoix Main Street DDA Board of Directors for the final grant decision.

6. Once an application has been approved, the applicant will be notified in writing by the Board of Directors, and the amount of the grant will be clearly stated in the letter.
7. The Design Committee must approve of any changes in the drawings and work specifications, subject to approval by the CMS DDA Board. Deviations from an approved plan may disqualify the applicant from the grant program.
8. “Before” and “After” pictures must be taken by the applicant and be submitted to the Charlevoix Main Street DDA Office upon completion of the project. “Before” pictures must be taken before the commencement of the work.
9. When a façade improvement project is completed and “Before” and “After” pictures are submitted, the project will be examined by Charlevoix Main Street staff, and, if necessary, a licensed architect, builder, or code official hired to serve as grant inspector, to ensure that the work has been completed as specified in the grant application which was approved by the Design Committee and Main Street DDA Board.
10. Once staff and grant inspector have verified completion of the façade improvement project, the applicant must submit copies of invoices, receipts, and an itemized statement of the total cost of the project signed by the applicant. All documentation for payment must be provided at one time to Charlevoix Main Street for one payout. Receipts must be provided no later than 60 days after completion of project. After receipt and verification of the information, Charlevoix Main Street will release the grant money to the applicant. The grant is awarded on a reimbursement basis.

Project Rating and Approval Criteria

All complete applications meeting the eligibility and guidelines above will be reviewed and rated by the Design Committee using the Façade Grant Rating Scale (Exhibit D) which is based on the goals and priorities of Charlevoix Main Street DDA. Each project will receive points from the following categories:

1. Design Service or Consultation:
Has the project received a complimentary Design Service or Consultation from Charlevoix Main Street DDA? (For more info please call or visit our website: www.charlevoixmainstreet.org/designservices)
2. Charlevoix Downtown Alley Corridor Vision
Does the project meet the following Design Considerations which were a part of the Charlevoix Downtown Alley Corridor Vision provided by the Sustainable Built Environment Initiative (SBEI) out of Michigan State University?
Revitalization:
 - Encourage renovation and revitalization of the back side of businesses to enhance the corridor space
 - Maintain the charming historic vernacular architectural style of Charlevoix
 - Add rear shop entrances to provide alternative access to buildings and update or repair building facadesBeautification:
 - Provide more lighting in the alley for aesthetic appeal as well as safety

- Add cultural or artistic elements to provide points of interest along the alley corridor
3. Project Scope
Does the project improve multiple aspects of the façade/exterior?
 4. Design Guidelines/Appropriateness
Does the project:
 - Follow Design Guidelines (once adopted)
 - Comply with the Secretary of the Interior's Standards for Rehabilitation (Exhibit C)
 - Preserve, repair, or enhance significant architectural features of the building which are original or which reflect a major alteration that is itself architecturally significant
 - Partially or fully restore the historic appearance of the building
 Is the design compatible with the buildings historic character and with the adjoining buildings?
 5. Need
Is the building considered an eyesore?
Are the façade and/or storefront in danger of being lost or compromised due to deferred maintenance?
Has an inappropriate change in past has left façade with an undesirable appearance.
Are windows, bricks, or cornices in danger of falling off of the building?
Is the building in danger of demolition?
 6. Significance
Is the building:
 - Contributing to a National Register historic district or listed individually?
 - Individually eligible for listing in the State or National Register of Historic Places?
 - More than 50 years old?

Each application is rated by the individual members of the Design Committee. The high and low ratings are removed and the remaining ratings are averaged to come up with an average rating for each application. The applications are ranked in order from the highest rating to the lowest rating. The Design Committee recommendation to the Charlevoix Main Street DDA Board of Directors will be that funding be awarded to the projects in the order they are ranked until funding is exhausted. Projects must receive a minimum rating of _____ to be eligible to receive funding.

Program Amendments

The details of the Charlevoix Main Street Façade Incentive Grant Program may be amended at any time during the fiscal year, subject to the formal approval of the Charlevoix Main Street DDA Board of Directors.

All decisions of Charlevoix Main Street Board of Directors are final. There is no appeal process in place therefore there will be no appeals accepted.

Indemnification

The Applicant hereby agrees to defend, indemnify and hold harmless to the fullest extent permitted by law the Charlevoix Main Street DDA Board, and any and all other employees,

agents, directors, volunteers, successors in interest and/or representatives from any and all claims, liabilities, damages, personal injuries, requests for reimbursement or other such requests for payment arising out of or in connection with the project referenced in this Agreement. The parties agree that the Applicant's duty to defend and indemnify is intended to be interpreted in the broadest possible sense, except that the Applicant shall have no responsibility to defend or indemnify where the Charlevoix Main Street Board, or its employees, agents, directors, volunteers and/or representatives are found to be solely negligent.

Contact Information

For questions or to apply for the Façade Grant Incentive Program, contact the Charlevoix Main Street DDA Office.

Charlevoix Main Street DDA

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Charlevoix, MI 49720

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