



**Agenda**  
**City of Charlevoix Downtown Development Authority Meeting**  
**Monday, April 22, 2024 - 5:30 PM**  
**Council Chambers, City Hall**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
  - A. Minutes
- 6. Reports**
  - A. DDA Financial as of April 18, 2024
  
  - B. Director's Report  
Lindsey Dotson, DDA Director
- 7. Old Business**
  - A. Downtown Events & Activities - continued  
Lindsey Dotson, DDA Director
  - B. 2024-2025 Budget  
Lindsey Dotson, DDA Director
- 8. New Business**
  - A. Bridge Park Drive Space Proposal  
Lindsey Dotson, DDA Director
  - B. Sponsorship Request  
Lindsey Dotson, DDA Director
  - C. Election of Officers  
Lindsey Dotson, DDA Director
  - D. BMI Music License  
Lindsey Dotson, DDA Director
  - E. Director Tasks/Streamlining Operations  
Lindsey Dotson, DDA Director

F. Closed Session: DDA Director's Annual Performance Review (MCL 15.268 (1a))  
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](mailto: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:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

**Background:**

**Recommendation:**

Motion to approve.

**Attachments:**

1. DDA Minutes 2.29.2024 - DRAFT
2. Downtown Placemaking Committee Minutes 4-4-2024

**City of Charlevoix**  
**Downtown Development Authority Meeting Minutes**  
**Thursday, February 29, 2024 - 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:	Sam Bingham, Liam Dreyer, Mayor Lyle Gennett, Anne Oosthuizen
Members Absent:	Kirby Dipert, Danielle Scheller, Paul Silva, Ron Way
Staff Present:	Mark Heydlauff, City Manager

**4. Inquiry Regarding Conflicts of Interest**

**5. Consent Agenda**

A. Minutes from January 22, 2024

Motion by Mayor Gennett, seconded by Member Dreyer to approve the Consent Agenda consisting of the minutes of the January 22, 2024 DDA meeting.

**Motion carried by unanimous voice vote.**

**6. Reports**

A. Director's Report

Mark Heydlauff, City Manager

Manager Heydlauff reviewed the written Director's Report, and he recognized the Chamber President Sarah VanHorn and her staff for managing the First Friday events for February and March.

**7. Old Business**

A. Bridge Park Building Maintenance

Mark Heydlauff, City Manager

City Manager Heydlauff explained the proposal from Joe Schwartzfisher for a deep clean of the interior of the building and some minor interior renovations of the Bridge Park building. Mr. Heydlauff suggested the Board look at these repairs and improvements now and look at exterior improvements later in the spring. Mr. Heydlauff stated Member Way had asked to see the insurance information from the contractors prior to executing any contacts.

Motion by Member Dreyer, seconded by Mayor Gennett to authorize the City Manager to approve the work as described and provide further details in the future for exterior maintenance, and to obtain adequate insurance information from any contractors doing the work prior to authorizing the interior work to move forward.

**Motion carried by unanimous voice vote.**

B. Jr. DDA Project- Van Pelt Alley Beautification

Liam Dreyer

Member Dreyer reviewed the interactive mural project proposed in the Van Pelt Alley. Mr. Dreyer stated the Junior DDA had obtained approvals from three business owners - Berkshire Hathaway, Pepper's Boutique, and Grey Boutique/Salad Fork, which have agreed to the installation of interactive murals on the rear side of their buildings, contingent on final approval of the concept art. Mr. Dreyer stated that no costs were expected to be contributed by the DDA.

Manager Heydlauff stated they would be drafting a hold harmless agreement for the business owners to sign absolving the DDA and the artists from any concerns they may have with the building once the murals are applied.

Motion by Member Bingham, seconded by Member Oosthuizen to authorize the Junior DDA to launch the art installation program contingent on fundraising as described and the use of a hold harmless agreement with the building owners.

**Motion carried by unanimous voice vote.**

**8. New Business**

A. Steam-lining Committees and Roles

Maureen Owens- Chair

Chair Owens stated there had been some discussions about some inconsistencies in the job duties of the Director and she wanted to spend some time discussing what might need to be cleaned up. Ms. Owens stated there were some things that were lingering from their involvement with the Main Street Program. The three committees in question were the Promotion, Economic Vitality and Placemaking.

Discussion followed regarding the possibility of disbanding or deactivating the Committees, using citizen volunteers for different projects as more of a task force short-term type group, and requirements for Committees as part of the Main Street Program.

Motion by Member Dreyer, seconded by Member Bingham to streamline the Promotion, Economic Vitality and Placemaking Committees into Ad Hoc Committees that will be contacted for their involvement on an as needed basis going forward.

**Motion carried by unanimous voice vote.**

B. Downtown Events and Activities

Maureen Owens- Chair

Chair Owens stated she wanted to review the role that the DDA plays in promoting and executing events and activities, like the newly created First Fridays in the winter and the Live on the Lake Summer Concert Series in the summer. Ms. Owens stated that an event such as First

Fridays should go back to a merchant-driven event and the Chamber and the DDA will be the support arm as opposed to the other way around. Ms. Owens stated the concert series is a completely different event, and it is really important that the DDA continue to promote and provide services as long as they can for that event.

Sarah Van Horn stated that similar to how it went with Ladies Night, the First Fridays events, is merchant driven, but it does warrant someone to organize and help push it forward. Ms. VanHorn stated the First Fridays was not labor-intensive and there was a good volunteer base that was willing to step forward and actually do the work hours for that event. Ms. VanHorn stated First Fridays does warrant DDA support and marketing.

Discussion was held. The Board concurred that the downtown events and activities would be something they would discuss further after a list was provided to help direct the conversation.

**9. Public Comment**

**10. Request for Future Agenda Items**

**11. Board Comments**

Manager Heydlauff confirmed the next quarterly DDA meeting will be April 22, 2024.

**12. Adjourn**

Chair Owens adjourned the meeting at 6:17 p.m.

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Sarah J. Dvoracek/fgm, City Clerk

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Maureen 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 Placemaking Committee

Thursday, April 4, 2024

4:00 PM at City Hall

Minutes

**Attendees:** G. DeMeyere, L. Dotson, J. Duerr (via Zoom), D. Fate, D. Miles, P. Weston

**Absent:** L. Dreyer, C. Kranz

The Meeting was called to order at 4:00 pm. The Minutes from the December 7, 2023, meeting were approved as written.

### I. Outstanding Business

- a. DDA updates: The DDA met in January. The 2024 budget initially had Alleyway grant funding in it, which was subsequently removed. Five (5) Big Belly trash cans were approved, which supports recycling efforts downtown.
- b. SBEI projects -
  - i. Cyclist amenities: Discussed with Kent Ohr, who is open to explore together.
  - ii. Other - there are a few items to be completed in conjunction with the Mason St. project (light poles, stanchions, charging stations.)
- c. Potential map mural:
  - i. Jr DDA: Got approval to move forward with their proposed murals on the alley.
  - ii. Irene Harsha map: We need to meet with R. McCarthy to find out if he is open to placing the map on the back of the gallery, then proceed with funding source and approvals.
- d. Historic District signage: No new updates on approval of the District from SHPO.
- e. Trash Handling survey: Additional interviews completed, then data needs to be compiled.
- f. Alleyway Grant Update: No funding currently available; a revised program would need grant support.
- g. RRC Site Updates:
  - i. Old Methodist Church - Feasibility study for sanctuary re-use completed.
  - ii. Chamber building - Report from SmithGroup indicates it would be very costly to teardown and rebuild with housing/office combination.

The meeting was adjourned at 5:00 pm.

### *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.*

**Next planned meeting: June 6 @ 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 Reports

**Title:** DDA Financial as of April 18, 2024

**Date:** April 22, 2024

**Presented By:**

**Background:**

**Recommendation:**

**Attachments:**

1. DDA Financials 4-2024

**CITY OF CHARLEVOIX**  
 DETAIL REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING APRIL 30, 2024

**FUND 248 - DOWNTOWN DEVELOPMENT FUND**

	PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>REVENUE</u>						
248-000-403.000	CURRENT PROPERTY TAX LEVY	42,509.41	.00	.00	45,900.00 ( 45,900.00)	.00
248-000-403.001	CURRENT PROPERTY TAX LEVY T/F	525,284.90	.00	.00	533,000.00 ( 533,000.00)	.00
248-000-411.000	DELINQUENT TAXES - DDA	2,194.05	685.05	685.05	.00 685.05	.00
248-000-437.000	IFT/CFT TAXES	209.33	.00	.00	800.00 ( 800.00)	.00
248-000-445.000	INTEREST & PENALTIES - DELINQ	206.79	.00	.00	100.00 ( 100.00)	.00
248-000-523.001	FEDERAL GRANTS	( 7,606.44)	.00	.00	.00 .00	.00
248-000-566.001	STATE GRANTS	25,000.00	.00	.00	.00 .00	.00
248-000-574.000	STATE REVENUE - OTHER	16,123.90	.00	.00	16,100.00 ( 16,100.00)	.00
248-000-581.001	GRANTS - OTHER	.00	.00	.00	5,000.00 ( 5,000.00)	.00
248-000-665.000	INTEREST EARNINGS	419.22	.00	.00	1,000.00 ( 1,000.00)	.00
248-000-665.002	INTEREST EARNINGS - LEASES	.00	.00	.00	11,000.00 ( 11,000.00)	.00
248-000-667.000	RENTS & ROYALTIES - SUNSHINE	1,000.00	.00	.00	1,000.00 ( 1,000.00)	.00
248-000-667.002	PROPERTY RENT - BIBCO	41,156.16	.00	.00	42,500.00 ( 42,500.00)	.00
248-000-667.006	PROPERTY RENT - BRIDGE PARK	15,107.36	.00	.00	8,700.00 ( 8,700.00)	.00
248-000-674.002	CONTRIBUTIONS - CONCERTS	4,632.00	.00	.00	5,000.00 ( 5,000.00)	.00
248-000-674.003	CONTRIBUTIONS - PRIVATE SOURCE	2,584.81	66.25	66.25	2,000.00 ( 1,933.75)	3.31
248-000-674.004	CONTRIBUTIONS - MAIN STREET	66.25	.00	.00	.00 .00	.00
248-000-677.000	MISCELLANEOUS	181.76	.00	.00	14,300.00 ( 14,300.00)	.00
<hr/>						
TOTAL FUND REVENUE	669,069.50	751.30	751.30	686,400.00	( 685,648.70)	.11

**CITY OF CHARLEVOIX**  
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING APRIL 30, 2024

**FUND 248 - DOWNTOWN DEVELOPMENT FUND**

	PRIOR YR ACTUAL	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET	
<u>DOWNTOWN DEVELOPMENT AUTHO</u>							
248-728-702.000	SALARIES & WAGES	41,219.40	2,021.21	2,021.21	53,900.00	51,878.79	3.75
248-728-702.001	WAGES (ICMA)	4,410.41	212.25	212.25	5,700.00	5,487.75	3.72
248-728-719.000	EMPLOYEE FRINGE BENEFITS	32,836.07	891.60	891.60	42,000.00	41,108.40	2.12
248-728-740.000	OPERATING SUPPLIES	9,980.83	10.32	10.32	9,700.00	9,689.68	.11
248-728-776.000	IWF MAINTENANCE	.00	.00	.00	6,000.00	6,000.00	.00
248-728-801.000	MARKETING & PROMOTIONAL SVCS	19,874.35	2.22	2.22	18,800.00	18,797.78	.01
248-728-801.003	PROMOTION COMMITTEE EXPENSES	12,447.85	.00	.00	18,100.00	18,100.00	.00
248-728-801.004	ORGANIZATION COMMITTEE	.00	.00	.00	1,300.00	1,300.00	.00
248-728-818.000	CONTRACTUAL SERVICES	63,267.67	.51	.51	36,000.00	35,999.49	.00
248-728-818.002	DESIGN COMMITTEE	19,259.60	.00	.00	11,700.00	11,700.00	.00
248-728-826.000	LEGAL FEES	1,813.50	.00	.00	500.00	500.00	.00
248-728-830.000	INSURANCE & BONDS	2,298.94	.00	.00	2,500.00	2,500.00	.00
248-728-853.000	TELEPHONE	1,073.98	54.64	54.64	2,100.00	2,045.36	2.60
248-728-860.000	CONFERENCE & TRAVEL	2,816.18	.00	.00	2,000.00	2,000.00	.00
248-728-888.000	LIBRARY CONTRIBUTION	30,000.00	.00	.00	30,000.00	30,000.00	.00
248-728-933.000	MAINTENANCE - BRIDGE PARK	35,669.53	473.00	473.00	30,000.00	29,527.00	1.58
248-728-962.000	MISCELLANEOUS	551.63	50,640.20	50,640.20	50,600.00	( 40.20)	100.08
248-728-962.002	MISCELLANEOUS - MAIN STREET	245.97	.00	.00	500.00	500.00	.00
248-728-964.000	REFUNDS & REBATES	4,447.33	4,651.33	4,651.33	6,000.00	1,348.67	77.52
248-728-995.000	TRANSFER TO OTHER FUNDS	100,000.00	.00	.00	.00	.00	.00
248-728-995.006	TRANSFER TO MARINA FUND-BOND	335,400.00	.00	.00	339,000.00	339,000.00	.00
	<b>TOTAL DOWNTOWN DEVELOPMENT</b>	<b>717,613.24</b>	<b>58,957.28</b>	<b>58,957.28</b>	<b>666,400.00</b>	<b>607,442.72</b>	<b>8.85</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>717,613.24</b>	<b>58,957.28</b>	<b>58,957.28</b>	<b>666,400.00</b>	<b>607,442.72</b>	<b>8.85</b>
	<b>NET REVENUES OVER EXPENDITURE</b>	<b>( 48,543.74)</b>	<b>( 58,205.98)</b>	<b>( 58,205.98)</b>	<b>20,000.00</b>	<b>( 78,205.98)</b>	<b>( 291.03)</b>

# Charlevoix Downtown Development Authority

## Reports

**Title:** Director's Report

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

#### **In the news:**

- Interview for the Michigan Downtown Association podcast which I posted on our website: <https://www.downtowncharlevoix.com/post/housing-solutions-in-downtown-charlevoix>
- Video interview by NLEA's Choose the North campaign: <https://www.youtube.com/watch?v=cPKtgkeOe6Y&t=20s>

### **Director Planned Out-of-Office Dates**

- May 8 - 10th - Michigan Historic Preservation Conference - Kalamazoo - Board member & walking tour accompanist.
- May 27th - Memorial Day - Paid Holiday
- May 31st - Michigan Downtown Association's Summer Workshop in Harbor Springs (speaker)

### **RRC Updates:**

- Chamber of Commerce Building: we had a meeting with Smith Group who presented market research they had conducted which has concluded that generally speaking, redevelopment of the site would cost approximately \$4.5 M, and as the project pencils out there is about a \$1.5M gap that would need to be addressed to make the project feasible. So far we have seen renderings of potential floor plan layouts and the market data that was given. The presentation with market data is attached for your review.
- Former Methodist Church/104 State Street: The feasibility study has been completed and summarizes a favorable outlook for the conversion of this space into an event center for weddings, professional meetings, etc.

### **Waste Removal Survey**

In January, I shared that I planned to have a report of findings ready for a presentation during the April regular DDA meeting. However, due to the unexpected 7-week leave of absence that occurred, I was unable to complete this task. My new goal will be to present this information at the August meeting.

### **Match on Main Grant**

While I was on my leave of absence, the MEDC reopened accepting applications for the grant program. I submitted one application on behalf of Charlevoix Running Company after attempting to solicit some possible new applicants with a very small window of opportunity. They were the only business that had wanted to apply the first time around and ended up being able to get all the information to me in time to submit it. Fingers crossed!

### **First Fridays**

The final First Fridays event happened on April 5th and the places I was able to visit that day/night while having volunteer coverage for the prize station seemed to be getting some good response and traffic - primarily cocktail trail stops. However, I know that doesn't necessarily translate equally throughout town. One good thing is that the event most definitely helped The Cantina in March and April and boosted sales enough to make staying open to host the event worth it!

### **Performance Pavilion "Rental" Income**

The Recreation Department has yet to fully transition to using its new program, so changes have not

occurred to how the pavilion is reserved at this point. Additionally, I've attempted to do research into what type of pricing could be placed on the use of our equipment during various events that we are not hosting ourselves, and couldn't find solid data to support something that makes sense. Generally, a rental rate is based on the quality and age of the equipment. Ours varies greatly, which makes this determination even more difficult. I could not find other downtowns that have concert series that had a similar model to compare to. Recently I met with Castle Farms and Charlevoix Cinema III, who will be partnering on showing some drive-in movies this summer. The question was posed about whether our movie project would be available to use for those events. Because we had been talking about possible rental rates, the discussion was expanded to include CJ Winnell and others who are familiar with the equipment. Because of the age of the projector, the rental rate shouldn't be higher than \$100 per use. Another determination was made that if someone wanted to use it if they paid to replace the bulbs to enhance the quality and brightness of the picture, that could be considered their "fee." Castle Farms is exploring that option currently.

### [Downtowncharlevoix.com](http://Downtowncharlevoix.com)

I recently took time to freshen up our website after seeing several newer websites launch and noticing that many of them were opting for darker backgrounds and color palettes for the sake of blue light exposure. This has been referred to as the "dark mode trend" in web design, and it has been shown to reduce eye strain and preserve battery power on mobile devices. Here is a screenshot of what the home page looks like now, which used to be almost exclusively white.



### Visit Charlevoix Annual Meeting Invitation

A reminder that Visit Charlevoix has invited members of the DDA board to attend their annual meeting on the 24th. Please RSVP by April 19th.



VISIT  
CHARLEVOIX

# Annual Meeting

# 20 24

Calling all Visit Charlevoix members, partners, and stakeholders! It's time to celebrate another year of achievements and gear up for a future brimming with even greater success. Please join us for lunch and a presentation.



**April 24th, 2024  
Noon**



**Jax Northside  
Charlevoix**

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RSVP to Amanda by April 19th:  
[amanda@visitcharlevoix.com](mailto:amanda@visitcharlevoix.com) or 231-547-2101

## Live on the Lake Summer Concerts Lineup

Here is the schedule for the summer concerts this year:

- 27-Jun Hearth and Hymn
- 27-Jun Chris Bathgate
- 4-Jul IPR Sound Garden Project
- 11-Jul The Hazel James Band
- 18-Jul The Marsupials
- 1-Aug Pocket Watch
- 8-Aug Levitator

- 15-Aug Ryan Curtis

### **Rural Prosperity Summit in Gaylord**

Registration is free, consider joining me and others from the area for this event. The 2024 Michigan Rural Prosperity Summit provides a common experience for a network of rural leaders to:

- Learn about national and statewide trends from keynote speakers
- Gain inspiration from rural Michigan community spotlights highlighting resilience, partnership, planning and capacity development
- Explore talent attraction and retention with the ‘Young Rural Champions’ insights panel
- Inform and activate strategies found in the Rural Roadmap to Prosperity through dialog with a state leadership panel and discussion

Date: May 20, 2024, at Treetops Resort in Gaylord, MI

Networking: 8:30 –9:00 a.m.

Program: 9:00 a.m.- 3:30 p.m.

Information and registration can be found here: <https://www.michigan.gov/leo/bureaus-agencies/office-of-rural-development/events>



### **Michigan Downtown Association Summer Workshop in Harbor Springs**

#### **Laying the Foundation for Strong Michigan Downtowns & Their Management**

Successful downtown organizations provide strong leadership, innovative programming, and sustainable initiatives. The MDA’s Annual Summer Workshop will give you the building blocks needed to promote, improve, and strengthen the downtown and YOU. Our experts will present examples of real projects, ideas that work, and the tools necessary to build and grow a strong Michigan downtown.

The Summer Workshop will be held on Friday, May 31, 2024, in beautiful downtown Harbor Springs.

The event will be held at the Holy Childhood of Jesus Community Center, 150 West Main Street, Harbor Springs.

Continental Breakfast and lunch during the Workshop, May 31, and a networking event held on Thursday, May 30, in downtown Harbor Springs and is included in the registration fee.

Members before May 24, \$150

Info: <https://www.memberleap.com/members/evr/regmenu.php?orgcode=MDTA>

**MICHIGAN DOWNTOWN ASSOCIATION** **MDA**

**Register Today**  
**In-person & Virtual Attendance Options**

**ANNUAL SUMMER WORKSHOP**

**Laying the Foundation for Strong Michigan Downtowns & Their Management**  
Friday, May 31, 2024 • Downtown Harbor Springs

Partner Sponsor: **MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**  
Premier Sponsor: **New Mobil**  
Signature Sponsor: **LAKE TRUST**

Business Associate Sponsors:  
**Lumecon** **METRO SIGNS** **ADDISON, NEAL, ALLEN & RENTROP** **Community Heart & Soul**  
**MCKENNA** **Giffels Webster** **WIZARD** **choice one** **CiviClarity**

Registration: [www.michigandowntowns.com](http://www.michigandowntowns.com)

Downtown Harbor Springs  
Photo provided by Petoskey Area Visitors Bureau

## MEDC Educational Forum

<https://medc.cventevents.com/event/MEDCEducationalForumRegion2and3June2024/summary>

Treetops Resort

Gaylord, MI 49735

June 11, 2024 12:15 PM-3:30 PM

### Economic Development Strategy and Resources

21st Century economic development is defined by the convergence of business, community, and talent development. The MEDC is committed to providing resources and connections in these three development areas to best position Michigan, across all regions, for success. Senior Leadership in this session will discuss the “why” and “how” of the MEDC’s approach to economic development.

### Site Readiness

Strategic site readiness is a core business attraction and retention strategy that Michigan must excel at in order to compete and win. Learn about the MEDC's efforts to grow a robust inventory of sites of all sizes for business development and expansion opportunities.

### Grow Michigan Together

Michigan's first Chief Growth Officer Hilary Doe will speak about population trends, feedback collected from residents statewide and the roadmap of strategies put forth by the Growing Michigan Together Council designed to drive healthy growth. She will also discuss how partners across the state can help make Michigan an even better place to call home for all residents - both current and future.

### Talent Solutions

Talent is the new currency of the 21st century and the key to Michigan's success in the tech-forward economy. We'll cover the ongoing efforts, developed in collaboration with education and industry partners, to cultivate Michigan talent, retain our top talent in state and attract new residents and how stakeholders can get involved.

**Area near Bridge Park**

I am working with Jonathan Scheel on the possibility of enhancing the small area that once housed several newspaper box mechanisms that have since been removed, freeing up plenty of space with a lot of potential. Proposed signage that has been discussed to assist businesses located in our building could potentially be placed in the area, but that is still being explored. If anyone has ideas please feel free to share them.



**Recommendation:**

No action is necessary.

**Attachments:**

1. 109Mason\_InitialMarketReport

An aerial photograph of a waterfront park. In the foreground, there is a large, curved concrete walkway that borders a green lawn. To the right, a dark, circular paved area, possibly a skate park or a playground, is visible. In the background, a marina is filled with numerous white boats and yachts docked at wooden piers. The water is a deep blue, and the sky is clear. The overall scene is bright and sunny.

# 109 Mason Street

## Initial Market Report

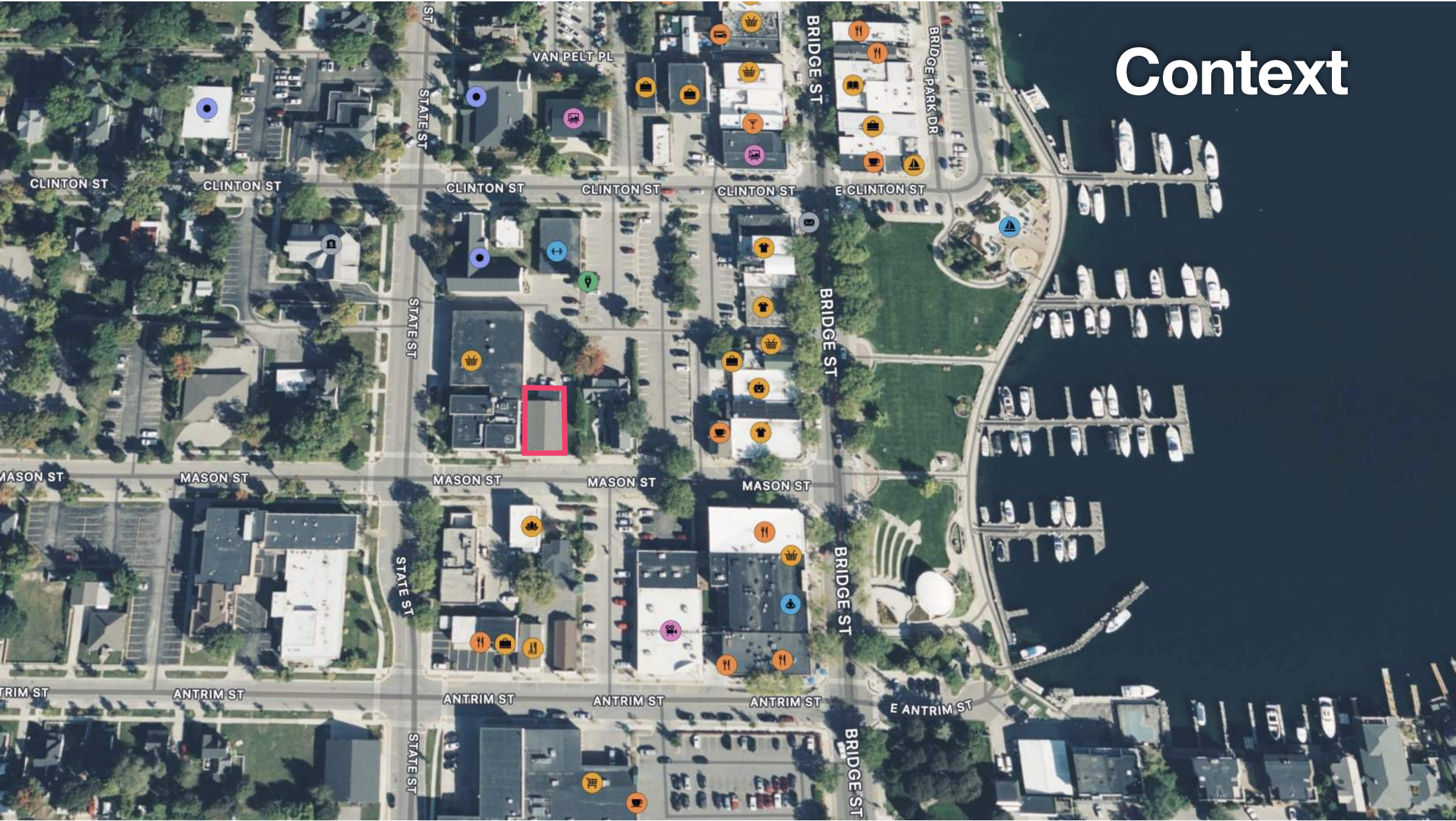
April 2, 2024

# Initial Findings

- Context
- Demographics
- Market potential

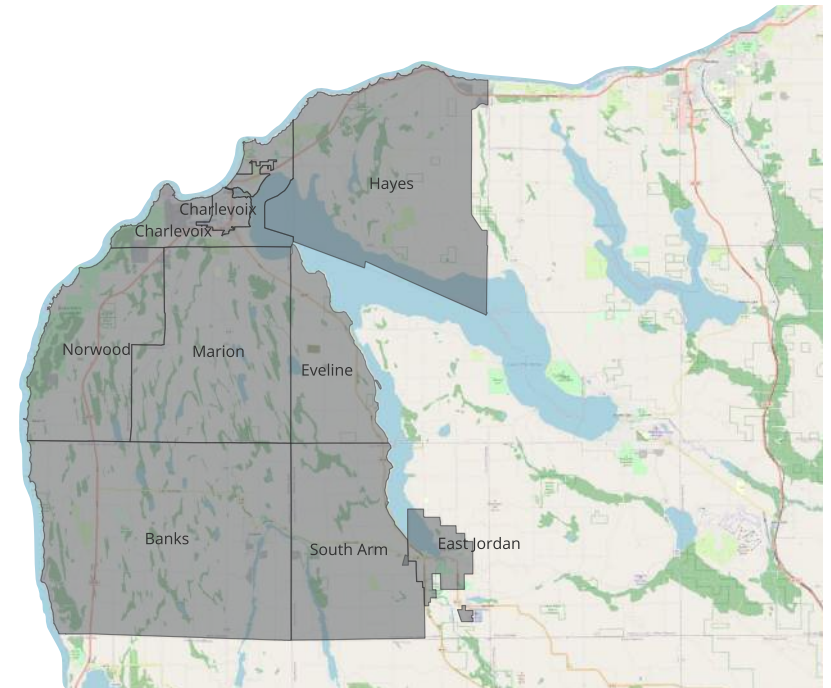


# Context



# Primary Market Area

- City of Charlevoix
- Charlevoix Township
- Hayes Township
- Norwood Township
- Marion Township
- Banks Township (Antrim County)
- City of East Jordan
- Eveline Township - west of the South Arm
- South Arm Township - west of the South Arm

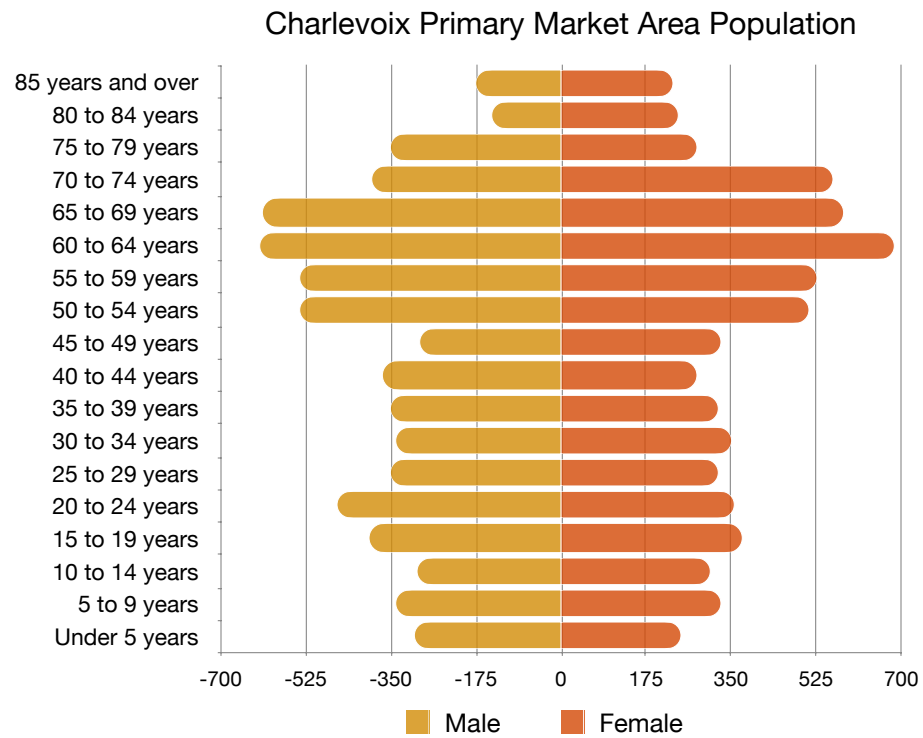


# Demographic Comparisons

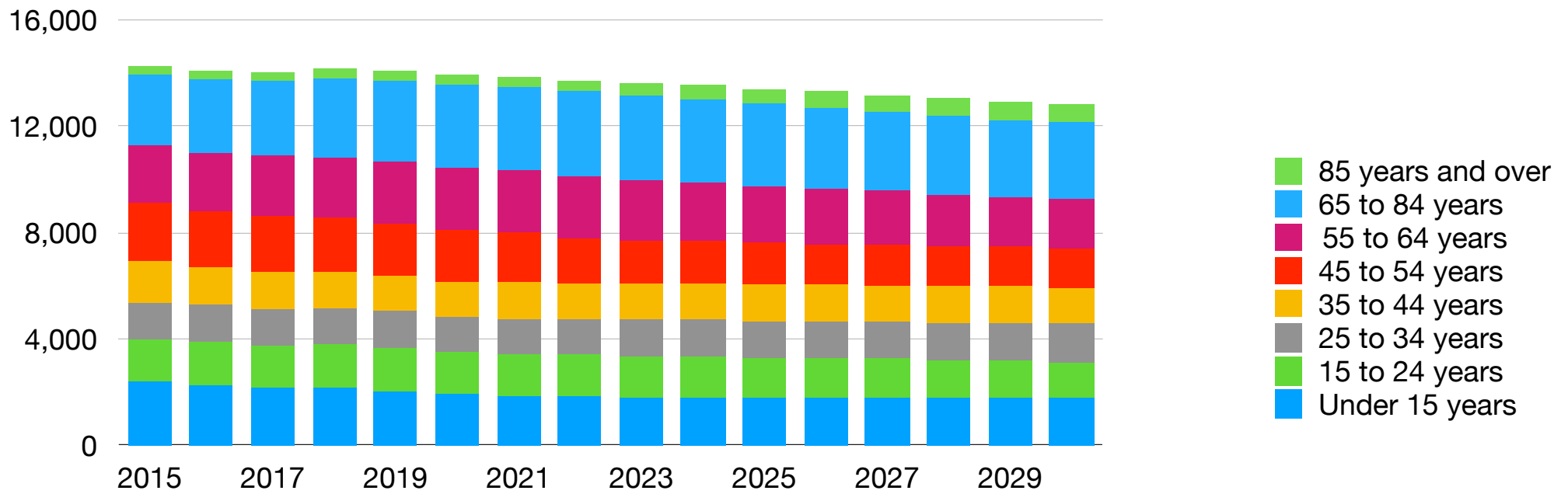
	Charlevoix	PMA	Charlevoix County	Michigan	USA
<b>Population</b>	2,474	13,695	26,174	10,057,921	331,097,593
<b>Median Household Income</b>	\$30,114	\$66,238	\$69,764	\$68,505	\$75,149
<b>Median Age</b>	44.7	49.7	49.5	37.4	38.5
<b>Education: High School or Higher*</b>	94.1%	92.4%	93.6%	93.0%	92.2%

\*For those age 25 to 34  
 Source: 2022 American Community Survey, Mission North, LLC

# Population Pyramid



# Population Projections



# Market Potential

## For Sale

- For sale averages \$250 to \$270 PSF in 2022 and 2023
- Cost is \$290 to \$350 PSF to build
- Therefore some financial assistance would be necessary

### TEST-TO-FIT

**FOR CONSIDERATION**  
BASIC ALTA SURVEY  
(WHICH THE CITY  
SHOULD HAVE ON  
FILE) WOULD BE  
HELPFUL

MAXIMIZE REVENUE  
AT PRIME MASON  
STREET FRONTAGE

SUPPORT  
WORKFORCE  
HOUSING MID-BAR

NOTE: UNIT RANGE  
FOR EACH SCHEME  
REFLECTS  
POTENTIAL  
PERCEPTIONS IN  
THE CHARLEVOIX  
MARKET - HOPE TO  
DISCUSS/CONFIRM  
W/ ROB



# Market Potential

## For Rent

- One-bedroom units could fetch \$800 to 900 per month
- Two-bedroom, \$1,500 to \$2,000
- The general consensus is that these units will have no problem renting
- First-floor space could demand \$20 per square foot
- Market rents will support around 2/3 of the cost

# Takeaways

- The market is expected to continue declining in population, all other things being equal
- The 25 to 44 age group is expected to increase through 2030
- The rental residential market is very tight, boding well for units offered in this project
- The project will need financial assistance to make the numbers work

# Charlevoix Downtown Development Authority

## Old Business

**Title:** Downtown Events & Activities - continued

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

In February the following information was provided as an agenda item for discussion by Chair Owens:

*I'd like to review the role we play in promoting and executing events and activities like the newly-created First Fridays in the winter and the Live on the Lake Summer Concert Series in the Summer.*

The minutes state the following as a summary of the discussion:

*Chair Owens stated she wanted to review the role that the DDA plays in promoting and executing events and activities, like the newly created First Fridays in the winter and the Live on the Lake Summer Concert Series in the summer. Ms. Owens stated that an event such as First Fridays should go back to a merchant-driven event and the Chamber and the DDA will be the support arm as opposed to the other way around. Ms. Owens stated the concert series is a completely different event, and it is really important that the DDA continue to promote and provide services as long as they can for that event. Sarah Van Horn stated that similar to how it went with Ladies Night, the First Fridays events, is merchant driven, but it does warrant someone to organize and help push it forward. Ms. VanHorn stated the First Fridays was not labor-intensive and there was a good volunteer base that was willing to step forward and actually do the work hours for that event. Ms. VanHorn stated First Fridays does warrant DDA support and marketing. Discussion was held. The Board concurred that the downtown events and activities would be something they would discuss further after a list was provided to help direct the conversation.*

**As a follow-up to that, here is a list of events, activities, programming, deliverables, or services that the DDA currently oversees. I made this list from the perspective of what would be noticeable by either the general public or our downtown businesses if the Board chose to cease coordination or responsibility for that item or program.**

### Tangible/General Public:

- Printed downtown maps and wayfinding kiosk updates
- Hoop Skirt Alley flowers
- Holiday garlands/wreaths & lights
- Tree lights and holiday tree lights - maintenance/replacement

### Events/Promotions:

- First Fridays (Jan - April)
- Live on the Lake Summer Concerts (late June - mid-August)
- Gift Local Holiday Shopping Promotion/Contest (November 1 - December 24)
- Ladies Night (2nd Saturday of December)

Intangible/General Public:

- Comprehensive downtown business directory on [downtowncharlevoix.com](http://downtowncharlevoix.com) complete with map, links, photos, video, etc.
- Downtown Dollars Gift Cards
- Downtown Charlevoix social media content creation (Facebook & Instagram)
- Management of [downtowncharlevoix.com](http://downtowncharlevoix.com) & downtown event calendar

Intangible/Business Support:

- Email newsletter to downtown businesses
- RRC/MEDC incentive coordination with property owners
- Business Owners Meetings
- Cooperative Ad Campaign - which creates a blog article, professional photography, graphic design, and video for each participating business.

**Recommendation:**

Board discussion and direction.

**Attachments:**

None

# Charlevoix Downtown Development Authority

## Old Business

**Title:** 2024-2025 Budget

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

After the January meeting when the budget was approved, my leave of absence began. When I returned to work, I discovered that portions of the budget that we had approved didn't get changed in the City Treasurer's spreadsheets that ultimately got approved by Council. I've attached an updated spreadsheet to reflect what got approved to show the differences.

The two major items that didn't get put into our budget were the Alleyway Grant and the Housing Incentive. While they were in our future commitments area of the spreadsheet, I would like the board to weigh in on whether we should be promoting these programs as resources to tap into for property owners at this time, knowing that it is possible the money would not be paid out in this budget year because of construction timelines anyway.

As our budget stands now, we were ending our last fiscal year with a \$276,898 fund balance.

### **Recommendation:**

Board discussion and direction.

### **Attachments:**

1. Obligation Budget Breakout Spreadsheet - What got approved

Category		Income	Expense	Net
<b>TIF Plan</b>				
	DDA Tax Levy	45900		
	Tax Capture/TIF	533000		
	Interest/Penalties & IFT/CFT Taxes	900		
	State Revenue - Personal Property Tax Loss	16100		
	Grants - other	5000		
	Interest earnings on cash & investments	1000		
	Interest earnings on leases	11000		
	Sunshine Charter Kiosk rental	1000		
	Bibco Lease Income	42500		
	J. Bird Lease Income	8700		
	107 Bridge Park Dr Space (vacant)			
	Wages / ICMA		59600	
	Fringe Benefits		42000	
	Operating Supplies		9700	
	Interactive Water Feature Maintenance		6000	
	Library Contribution		30000	
	Legal Fees		500	
	Telephone		3100	
	Insurance		2500	
	Tech Support @ City Hall		750	
	Downtown Restroom Cleaning		24000	
	Downtown Tree Lights		7500	
	Bridge Park Bldg/Clean/Maint		31300	
	Boiler Inspection 1300			
	30000			
	Light Install + Window Cleaning		1400	
	Bill's Farm Mkt - Holiday Décor		3157	
	BIBCo Tax Capture Refund		6000	
	Marina Fund contribution		339000	
		665100	566507	98593
<b>Other</b>				
	<b>Chamber Agreement</b>		7500	
	<b>Cooperative Ad Campaign</b>	14300	14300	
	<b>Marketing/Promo</b>		18847	
	Sponsor Events \$10,000			
	Dwntwn Maps \$5347			
	Venetian \$2500			
	Digital Ads \$1000	62		
	<b>Jr.DDA</b>			
	<b>Concert Series</b>	5000	13000	
	Sound Tech \$5500			
	Musicians \$7100			
	Promo \$400			
	<b>Promotion &amp; Communications</b>		5770	

	Gift Local Campaign \$1700			
	Ladies Night \$500			
	Direct. & Kiosk \$ 1230			
	First Fridays \$1000			
	Constant Contact \$462			
	Graphic Design Software \$120			
	Website Hosting and Domain \$410			
	Munibit (business directory) \$348			
	<b>Placemaking Committee</b>			
	National Register District Signage		1000	
	<b>Director Professional Development</b>		2000	
	<b>Contributions/Miscellaneous</b>	2000	500	
	Big Belly Trash Systems (5)		50600	
		21362	113517	(92155)
		0	0	0
	Total Income	686462		
	Total Expenses		680024	
	Net Net			6438

		Funds	Expenses	
	Fund Balance	277778		
	<b>Future Commitments</b>			
	Holiday Lighting		0	
	TIF Plan Renewal Assistance		10000	
	Library Contribution (remainder)		58500	
	Chamber		15000	
	Housing Incentive		50000	144278
	<b>Unsigned Options</b>			
	Alleyway Grant		5000	
	Modular Restroom			
	Bridge Park Building Improvements			
	Waste Removal Solutions			
	Wayfinding Signage			
		277778	138500	139278
	<b>Net Fund Balance</b>			

# Charlevoix Downtown Development Authority

## New Business

**Title:** Bridge Park Drive Space Proposal

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### Background:

A proposal has been received for the vacancy at 107 Bridge Park Drive from Bev Barton of Living Well Company. Her narrative and visuals are to follow. Bev will be present at the meeting as well.

### History

Educated as an urban planner and cartographer, I worked for the government for over 20 years. I ran an environmental division and during the economic dip, I was laid off. Good things happened though. I was able to spend more time with my father, who had developed parkinsons. A couple of years later, when the economy turned back around, I opened a store in downtown Brighton on property that we owned that sold art and antiques. A few years later, we accepted an offer on the property that we could not refuse, so the store closed down. From there, I started a life coaching business that changed my life and the lives of many others.

My focus is on how you live and where you live. I developed classes to help those in transition realize what they needed to live well. I taught very well-received classes at MiWorks! Then, since I had a realtor's license, I put that together, helping people find out "where" they wanted to live well. I currently sell real estate all over the state and in southwest Florida.

I have had so many people look to me to spread my ideas and offer tangible items that give them a feeling, remind them of the work they have done, or motivate them to live well. From pens to blankets, people seem to enjoy the comfort and pride of knowing they are living well. After all, it is our right, our responsibility, and most importantly, a choice!

How does this fit into Charlevoix? What better place is there to celebrate living well than Charlevoix, Michigan? It is rich in natural resources for food, drink, recreation, and beauty and all of that is associated with living well. In addition, the charm of this quaint small town and all its festivals, the sweetness of the bounty that is grown, the beauty of the magnificent miles of coastline, and the kindness of the people who live in Charlevoix make it a unique place. Charlevoix is at the heart of similar towns. It is one of the few places that you can do day trips to other beautiful areas of Michigan.

I could live anywhere, and I chose Charlevoix because this is where I live well. I want to proudly offer my products and have this shown as my address. My products would include things from pens to blankets, shirts to keychains, towels, socks, sweaters, hats, books, and anything else that customers want or use that would include our logo of living well.

In addition, we would, like other stores don't...include shirts that say living well in neighboring cities because we want people who stay or live in those neighboring cities to come to Charlevoix to spend their money at this shop, and while they are here, at all of the shops and restaurants in Charlevoix.

In addition, I will continue to promote how you live and where you live as part of Living Well. I will allow a space in the store to offer classes after hours. After taking my classes, people will have a strong personal foundation which makes for better communication, focus, and pride. In addition, I will also promote real estate services and refer those clients to agents in the area. These additions or extensions of the store will positively impact the Charlevoix community.

And lastly, we have just started a rental home in downtown called The Store House. We bought the old Staley store and have transformed it into a beautiful home for visitors to learn about and enjoy Charlevoix. I am invested in the beautiful city and the healthy growth of its downtown and coastal areas.

I will be keeping hours in the store throughout the year as the Ferry does. Dec through April will be closed. I also plan to keep hours from 10 to 6 Tues through Sat. With the possible exceptions for after-hours classes for those who request that. I may use the library for after-hour classes though too because of consistency with the ferry hours.

**Recommendation:**

Board discussion and direction.

**Attachments:**

1. Presentation for Store
2. 107 Bridge Park Drive Request for Proposals - Google Forms

Here are some examples of the build out of the store:



The Living Well Company Store will hopefully be opening out at 107 Bridge Park Dr., Charlevoix. It will provide products and services that inspire, motivate and reward. It will have awnings over the small windows to make them look larger and draw attention to the area. It will have gentle motivational music and inspiring pep talks piped in. It will also have beautiful scents that evoke a feeling of happiness. It will have a table for classes and discussions that includes a large screen for multiple uses. The interior will be open, painted white, black lighting fixtures, wood shelves, tables and hanging fixtures. I am having a proper markup of a sign and will forward that on as soon as I receive it.

# 107 Bridge Park Drive Request for Proposals

City of Charlevoix DDA is requesting applications to lease the space located at 107 Bridge Park Drive. Applications will be accepted on a rolling basis in the office of the Charlevoix DDA, 210 State Street, Charlevoix, Michigan 49720 or **via this form**. All applications shall be marked "107 Bridge Park Drive Application" on the outside of the envelope. Emailed or faxed applications will be accepted.

This space is owned by the City of Charlevoix's Downtown Development Authority (DDA). The space is approximately 700 SF with the possibility of being expanded up to 1000 SF with access to an office/storage area. The rental rate was most recently set at approximately \$11 per square foot. **The DDA Board wishes to collect approximately \$650 per month for rent.**

This space is accessed from the lobby of the Bridge Park building and does not have an exterior door. The lobby is a shared space with public restrooms and the Beaver Island Boat Company. In addition to rent, **tenants in the space are also responsible for paying utilities (electric, water/sewer), internet, and property taxes.** Utilities cost an average of \$122 per month for the most recent tenant. In return, the DDA pays for restroom cleaning and gas/heating.

Charlevoix DDA reserves the right to accept or reject any or all applicants, to waive irregularities, and to accept the application deemed to be in the best interest of the City of Charlevoix. Appropriate financial information may also be requested.

**In addition to the submission of the attached questionnaire, application requirements are as follows:**

- Submission of a detailed business plan telling us how you envision using the space, the number of jobs created/maintained/supported, and the long-term sustainability of your plan.
- Financial info including proposed lease payment rates, anticipated buildout expenses and timeline, and potential resources you plan to take advantage of (grants, loans, pitch competitions, private investment, etc.).
- Visual media to help illustrate business ideas (logos, sketches, product concepts, etc.)

**Please contact the Charlevoix DDA office at 231-547-3257 if you have any questions regarding the application process or the available space.**



# 107 BRIDGE PARK DRIVE DOWNTOWN SPACE FOR RENT



## ACCEPTING PROPOSALS

Rental opportunity in the heart of downtown Charlevoix. While not on Bridge Street, neighboring tenants help draw traffic to the area. This space offers flexibility and versatility for its future use. With a public parking lot nearby and water views from the windows, **this is your chance to locate downtown without having to pay the premium of having Bridge Street frontage.**

## PROPERTY HIGHLIGHTS



Located in Central Business District



Located Under Bridge Park



Views of Round Lake



CHARLEVOIX

## CONTACT

Charlevoix DDA

(231) 547-3257

[www.downtowncharlevoix.com](http://www.downtowncharlevoix.com)

## Contact Information

Company Name \*

Living Well Company Store

Mailing Address \*

401 Antrim St

Contact Person \*

Beverly Barton

Phone Number \*

7343200121

Email Address \*

bev@bevbarton.com

## Business Information

Type of Business \*

Retail, Educational

Years in Operation \*

- New Business
- 1-5 years
- 5+ years
- Other: Since 2012 but physical retail will be new

Anticipated number of employees that will be hired at this location: \*

2

Please indicate anticipated hours/months of operation: \*

Similar to the BI Ferry

Please summarize the long-term positive impact your business/project will have on downtown Charlevoix: \*

LWCS is all about positivity, motivation, inspiration and cooperation. It is a one-of-a-kind one-stop shop where you learn that there is a difference between living and living well. We help people with how they live and where they live. Charlevoix is in the center of the diamond coast of Michigan and we celebrate and highlight that.

Please provide any other information you would like us to know about your business/project idea: \*

LWCS could house themselves anywhere or just do an online store but this unique place, with its challenges, does provide an opportunity to place ourselves physically in Charlevoix to promote our beautiful City while help others be their best.

To create a more vibrant downtown, the Charlevoix DDA program's overarching priorities are the following:

- Create the physical layout and amenities and sustaining resources that demonstrate Charlevoix's commitment to year-round walkability and access to resources in the downtown.
- Establish the foundation for a year-round economy by identifying opportunities to add year-round housing units to the downtown and establishing resources to encourage private investment.
- Develop a sustainable downtown that provides year-round economic opportunities to the greater Charlevoix community.
- Bring businesses together to cooperate and coordinate resources to market downtown.

Can you explain how your business fits into these priorities and contributes to a more vibrant and sustainable Downtown Charlevoix? \*

The LWC is all about vibrancy by encouraging individuals living in and those visiting Charlevoix, but giving another space off Bridge St to help make the Marina District expand its viability. It will be a great complement to the Ferry and JBird.

**Please email supplemental info that will aid us in visualizing your goals for the space.** \*

Submission of a detailed business plan telling us how you envision using the space, the number of jobs created/maintained/supported, and the long-term sustainability of your plan.

Financial info including proposed lease payment rates, anticipated buildout expenses and timeline, and potential resources you plan to take advantage of (grants, loans, pitch competitions, private investment, etc.)

Photos, graphics, renderings, etc.

Email [lindseyd@charlevoixmi.gov](mailto:lindseyd@charlevoixmi.gov)

This content is neither created nor endorsed by Google.

Google Forms

# Charlevoix Downtown Development Authority

## New Business

**Title:** Sponsorship Request

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

**Background:**

Last year, the Traverse City Dance Project was scheduled as part of our Live on the Lake Summer Concert Series. This year, they are scheduled to perform in the bandshell outside our series on July 31st. They have gone through the proper application process to do so as an outside entity. The attached letter is a sponsorship request for \$1,000.

**Recommendation:**

Motion to approve/deny the sponsorship request.

**Attachments:**

1. Charlevoix DDA Sponsorship Letter



Charlevoix Downtown Development Authority  
210 State Street  
Charlevoix, MI 49720

Dear Charlevoix DDA Board,

My name is Julie Cobble, and I am the Executive Director of the Traverse City Dance Project, a 503c non-profit organization for the arts. I am writing to request sponsorship for our summer performance tour to Charlevoix this coming July.

The mission of the Traverse City Dance Project is to produce and present professional dance in Northern Michigan, promoting collaboration among artists and actively engaging with the community. The Traverse City Dance Project is committed to expanding audience reach and ensuring inclusivity for all, recognizing the transformative power of the arts to unite, empower, and inspire communities.

Last year, as part of the Live on the Lake series at the Odmark Pavilion in Charlevoix, we delivered a memorable performance that drew approximately 200 attendees, including families and children. By offering free admission, we made professional dance accessible to a diverse audience, enriching the cultural experience of community members.

This summer, we are returning to Charlevoix County to continue our commitment to the community, additionally, our goal is to increase attendance by at least 100 attendees through new marketing initiatives. Our performance will feature live music by our musician collaborators, as well as a post-show Q&A session, providing an opportunity for attendees to interact with our professional company members.

Through these initiatives, The Traverse City Dance Project actively contributes to the cultural vibrancy of Charlevoix County. By providing opportunities for residents to experience professional dance performances, we strive to cultivate a more connected and culturally enriched community. Our presence underscores the importance of the arts in fostering creativity, expression, and community cohesion.

By sponsoring our upcoming performance with a requested \$1,000.00, you will help us provide an accessible, high-quality dance program. Funding will be used to support travel costs of the performers and the production crew, as well as contribute to the advertisement and promotional efforts for the show.

We sincerely thank you for your time and consideration. With your support, we can continue to return to Charlevoix with our company and provide high-quality art for the community year after year.

With gratitude,

A handwritten signature in black ink that reads "Julie Cobble".

Julie Cobble  
Executive Director  
j.cobble@tcdanceproject.org  
(703) 608-8188



Charlevoix Downtown Development Authority  
210 State Street  
Charlevoix, MI 49720





# TRAVERSE CITY DANCE PROJECT

## BOARD OF DIRECTORS

### **Jennifer McQuiston Lott - Board President**

Jennifer enjoys a varied career as a dancer, choreographer, teacher, director and advocate for the arts. Her choreographic works and short dance films have premiered in New York at Baryshnikov Arts Center, National Sawdust, Celebrate Brooklyn!, Chen Dance Center's Newsteps, the Thang Dao Dance Festival; also at The Dead/Live Festival, The Cleveland Public Theatre, New Haven's Educational Center for the Arts, The Southern Theater in Minneapolis, and Festival Miden. She has created works for Cleveland's Ingenuity Festival, Gibney Dance Center, the Laguna Dance Festival, Baldwin Wallace University's Bach Festival, Rockford Dance Company, and has choreographed music videos for groups Son Lux and My Brightest Diamond. She assisted choreographer Jodie Gates with the creation of new works for Tulsa Ballet and Kansas City Ballet, and staged Ms. Gates' ballets at Sacramento Ballet and Princeton University. Lott earned her BFA in Ballet Performance from Indiana University, and her MFA in Dance from the University of California, Irvine, where she was awarded a Graduate Fellowship, the Medici Scholarship, and the Sheila K. & James J. Peterson Community Spirit Scholarship. She is certified in GYROTONIC® and GYROKINESIS® and is an ABT® Certified Teacher in Primary through Level 3 of the ABT® National Training Curriculum. She has served on the faculty of Interlochen Summer Arts Camp, and taught master classes both nationally and internationally.



### **Susan Kettering - Board Vice President**

Susan is Board President of Traverse City Dance Project and Vice President of The Kettering Family Foundation. She brings a passion for the performing arts and extensive non-profit board service to this role. A longtime advocate for dance, Susan is a member of the Advisory Boards of Boca Ballet Theatre and The Atlanta Ballet. She also serves on the board at Glen Arbor Art Center and Interlochen Center for the Arts. Susan has been the Company Photographer for TCDP since 2014. View her photo gallery online at [ssketteringphotography.com](http://ssketteringphotography.com).



### **Brent Whitney - Board Treasurer**

Brent currently resides in both New York City and Traverse City where he serves as the Artistic Director of the Traverse City Dance Project. Originally from Traverse City, he began his early dance training at Dance Arts Academy and Ballet Etc. It became evident around the age of nine that dance was his passion. After high school, Brent continued his education as a dance major at Western Michigan University. He danced professionally with the Milwaukee Ballet Company and then fulfilled a lifelong dream of moving to NYC to pursue dance. During his eleven years in NYC, he performed with Judith Fugate's Ballet NY, BalletX, Connecticut Ballet, New York Theatre Ballet, San Diego Opera, Dance Key West, Lustig Dance Theatre, and the Oakland Ballet. In 2012, he and Jennifer McQuiston Lott founded the Traverse City Dance Project to bring professional dance to his hometown and create opportunities for dancers, choreographers, and musicians. He has collaborated with the Traverse Symphony Orchestra as well as Parallel 45, serving as the choreographer for productions such as "You're A Good Man Charlie Brown," "Sound of Music," and "Hair." Additionally, he is a licensed massage therapist and holds an associate's degree in occupational health from The Swedish Institute. Brent specializes in athletic rehabilitation and recovery massage, with clients from American Ballet Theater, New York City Ballet, Martha Graham, and Ballet Hispanico.



# Charlevoix Downtown Development Authority

## New Business

**Title:** Election of Officers

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

Each year the election of officers takes place in April to coincide with when terms normally expire or are renewed.

The DDA Bylaws below describe the duties and policies surrounding the positions of Chair and Vice Chair.

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

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

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

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

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

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

### **Recommendation:**

Motion to nominate \_\_\_\_\_ for Vice Chair for a one-year term ending in April of 2025.

Motion to nominate/elect \_\_\_\_\_ for Chair for a one-year term ending in April of 2025.

### **Attachments:**

None

# Charlevoix Downtown Development Authority

## New Business

**Title:** BMI Music License

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

Recently a company named Broadcast Music Inc. (BMI) reached out a number of times to discuss a Music License for our summer concerts. Because this entity had reached out a number of years ago and at the time when I checked on the topic few, if any, other downtown managers had pulled similar licenses for their concerts, I was slightly skeptical of our need for obtaining this, but out of curiosity I forwarded the information along to the City Attorney to ask about the legitimacy of it.

Below is a series of answers provided by Abbie Hawley to questions I had asked:

Q: If we are paying the musicians who are performing their original music live during our concert series, we would also have to pay to cover royalties?

A. Each company that contracts for royalties represents a large number of artists. They must provide a list of artists and songs they represent. It's not uncommon for smaller musicians to partner with these companies, so there is the chance that even when performing their own music, these musicians are represented by one of these companies, and your contract would cover their songs. The other part is that logistically, it could be a practical challenge to ensure that musicians never perform cover songs. Paying for a music service like Sirius does not cover the royalty fees for playing songs in public.

Q: Is there a possibility of fines/legal action? If so, who is the enforcing agency? What is the risk?

A: So, under the statute, a company could sue over you playing the songs without paying the royalty fees.

They could recover actual damages (which may not be much) but also reasonable attorney's fees and ask that you be prevented from playing the music without paying the royalty fees.

Regarding risk, that is a question I don't have a great answer for. It is my understanding that the companies may have employees who look for venues and entities that play music publicly and report back to the company to determine whether there is a contract in place.

Because you have been sent a contract, it would be difficult to argue you were unaware of this type of arrangement or the necessity of paying royalty fees. Regardless, ignorance of the law is generally not a defense when it has been violated.

Ms. Hawley also referred to an article that was written about this topic in 2018 and published in the Petoskey News Review:

Link: [Price of music: Licensing, royalties among costs for venues offering tunes](#)

In summary, we have purchased a license for the 2024 Live on the Lake summer concerts, an expense that hadn't been accounted for - totaling \$425 for the year. There will be a reporting requirement after the series concludes and at that time no additional monies will be due. The license agreement is attached.

**Recommendation:**

No action is necessary.

**Attachments:**

1. Fulfillment-Email-Licensing-Via-Phone-2024



NOTICE REGARDING MICHIGAN MUSIC  
ROYALTY PRACTICES ACT

Under an Act of the State of Michigan relating to performing rights societies, Broadcast Music, Inc. (BMI) is recognized as a performing rights society that licenses the public performance of nondramatic musical works on behalf of copyright owners pursuant to the United States Copyright Law.

As the proprietor of a business in the State of Michigan where music is publicly performed, you are required to obtain authorization from the copyright owners of that music in order for your performances to be legal. BMI represents more than 1.4 million songwriters, composers and music publishers ("affiliates") and over 22.4 million musical works. For a single annual fee, a BMI Music Performance Agreement will authorize you to legally perform at your place of business all of the musical works in the BMI repertoire created and owned by our affiliates, and you will avoid the necessity of having to contact each one individually to obtain permission.

In connection with our offering you a Music Performance Agreement, please be advised of the following:

THE BMI MUSIC PERFORMANCE AGREEMENT

- The BMI Music Performance Agreement is the contract that describes the rates and terms of royalties required to be paid by you to BMI for authorization to perform the music which we license.
- The schedule of rates can be found within the Music Performance Agreement under the heading License Fee Schedule.
- The Music Performance Agreement, including the schedule of rates and terms of royalties, which BMI has offered you is the same agreement BMI offers throughout the United States for your class and category of music use. This constitutes BMI's notice to you under Public Act 430, Section 4 regarding the rates and terms offered to comparable businesses in your county. Please read the License Agreement carefully and call us at the toll-free number which appears on the enclosed letter if you have any questions. BMI complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

SECTION 3 OF THE MICHIGAN STATUTE

Section 3 of Michigan Public Law 430 states:

- (1) A performing rights society doing business in this state shall maintain an electronic computer database of its repertoire. The performing rights society shall make available, in electronic form, a current list of at least the names of the authors and publishers of all its copyrighted musical works and the titles of the copyrighted musical works in its repertoire. The performing rights society shall update the list at least monthly.
- (2) Upon request, any person may review the list of copyrighted works and a list of members and affiliates.
- (3) The list established under subsection (1) that is in electronic form at the time a proprietor enters into a contract with a performing rights society and as supplemented by subsequent additions and deletions to that list is binding between the parties for the period of the contract.
- (4) A performing rights society shall provide a copy of its most current lists of copyrighted musical works and members at cost to any person upon request. As used in this subsection, "cost" does not include the cost of maintaining the database or any other overhead.
- (5) A performance rights society licensing nondramatic performance of musical works in this state shall establish and maintain a toll-free telephone number that can be used to answer inquiries regarding specific musical works licensed by that performing rights society and the copyright owners represented by that performing rights society.

ACCESS TO AFFILIATE AND REPERTOIRE LIST

Using a PC and a modem, you can electronically access the most current list of the affiliates we represent and the works in our repertoire that are licensed under your Music Performance Agreement. You should log onto the Internet and access the Repertoire section of the bmi.com domain on the World Wide Web. Our URL address is <http://www.bmi.com>. Access to the Internet can be obtained through many commercial on-line services, as well as from specialized Internet access providers, often for the cost of a local telephone call. If you have questions about any song title or affiliate listing that you locate on our Internet domain, please call (800) 800-9313 for assistance.

In addition to on-line access, a list of works in the BMI repertoire as of the last printing also is available in book form or on CD-ROM. To obtain a copy in either of those forms, please remit your check or money order in the indicated amount payable to BMI at the address below, with a letter specifying which you desire. The cost is as follows (prices include shipping and handling):

- (a) Printed list, approximately 17-20 volumes, \$1,200
- (b) CD-ROM version, 1 disk, \$25

If you do not have the equipment to electronically access BMI's affiliate list, we will give you the opportunity to review the most currently available printed list of our affiliates. A refundable security deposit of \$10 is required for the book. Please send your check or money order for \$10 to the address below, with a letter indicating that you would like the affiliate book sent to you for review. We will not deposit your check unless you fail to return the book to us within 10 business days. Upon BMI's receipt of the book, your check or money order will be returned.

For the most current information about any affiliate or work listed in print or on CD-ROM, you should access our Internet domain or call (800) 800-9313.

EXEMPTIONS UNDER THE FEDERAL COPYRIGHT LAW

The United States copyright law (17 U.S.C.A. §§101 et seq.) contains certain provisions that may exempt you from copyright liability. You may review the copyright law and consult with an attorney, if necessary, to determine if you qualify for such an exemption.

YOUR RIGHTS TO THE INFORMATION PROVIDED IN THIS NOTICE

Please be advised that you are entitled to receive all information required under the Michigan Music Royalty Practices Act, and the failure by BMI to provide that information is a violation of this statute.

Broadcast Music, Inc.  
Attn: Marketing/Fulfillment  
10 Music Square East  
Nashville, TN 37203





## Interim Music License for Live Music Attractions

This Interim Music License for Live Music Attractions (this “**Agreement**”) is by and between BROADCAST MUSIC, INC., a Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 (“**BMI**”) and the entity identified on the signature page hereto (collectively the “**Parties**”).

WHEREAS, LICENSEE and BMI are currently negotiating the terms of a final license pertaining to music performance rights covering public performances of the compositions in BMI’s repertory at Music Attractions (as defined below) promoted by LICENSEE for the period commencing January 1, 2023 (the “**New Final License**”);

WHEREAS, LICENSEE and BMI wish to agree upon non-precedential and non-prejudicial interim fees to be payable to BMI and other interim license terms with respect to the public performance of compositions in BMI’s repertory at Music Attractions for the period commencing January 1, 2023, the amounts and terms of which shall not be prejudicial to any position taken by either of the parties as to what is a reasonable license fee, reasonable license terms, or as to the form of license, whether for this or any prior or subsequent license period; and

WHEREAS, LICENSEE and BMI agree that the Parties may convert this Agreement into a final license, not subject to retroactive adjustment of fees, under certain terms.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

### 1. DEFINITIONS

- (a) “**Entertainment Expenses**” shall mean the total monies expended by LICENSEE or LICENSEE’s authorized representatives as compensation for artists and/or acts appearing at the Music Attraction. Entertainment Expenses shall include monies expended for main and supporting artists and/or acts, and all monies paid (including the cost of room, board and transportation) to performers, supporting musicians, booking agents, and agents of the performers. The term “Entertainment Expenses” shall not include fixed costs not required by the particular entertainer, which include (but are not limited to) normal stage props and equipment that are not specially required for the entertainer.
- (b) “**Free to Attend Music Attractions**” shall mean any Music Attractions where no admission, or charge of any kind is required to attend.
- (c) “**Gross Revenues**” shall mean: (1) the face value of tickets sold for admission to the Music Attraction; (2) revenues received by LICENSEE from any tickets to Music Attractions sold in the first instance directly onto the secondary market (including for amounts above the face value of the ticket); (3) any ticket service, handling, or other fees above the face value of the ticket paid by the consumer if received by LICENSEE; and (4) box suite and VIP package revenues attributable to Music Attractions and paid to LICENSEE or to a venue or artist with which LICENSEE has a contractual relationship. Gross Revenues shall not include state and local taxes on tickets or any other products or services. If LICENSEE co-promotes a Music Attraction with one or more additional entities (and as between LICENSEE and such co-promoter(s), LICENSEE is the entity responsible for paying musical composition public performance license fees), Gross Revenues shall mean the above-referenced four (4) specifically enumerated types of revenues of all such co-promoters of the Music Attraction, but in no instance shall fees payable to BMI in respect of such Music Attraction exceed 100% of the fees payable under the Agreement had LICENSEE promoted the Music Attraction alone. Should the artist/performing act(s) choose to donate a portion of their fees for a specific Music Attraction from each ticket sale to a particular charity, then the appropriate deduction may be taken from Gross Revenues; provided, however, that BMI be given copies of said artist/performing act(s) agreement(s) stipulating such with the exact amount of the charitable donation per ticket sold.
- (d) “**LICENSEE**” shall mean the entity identified on the signature page hereto and its parent, affiliate, related or subsidiary entities.
- (e) “**Music Attractions**” shall mean live concerts, music festivals and other similar events occurring at a Venue where music is one of the principal types of entertainment. Music Attractions includes all

opening acts for such events as well as any live or recorded music performed in such Venue in conjunction with such Music Attractions immediately before or after such events or during the intermissions thereof.

- (f) **“Paid Admission Music Attractions”** shall mean any Music Attractions where tickets are sold for admission.
- (g) **“Venue”** shall mean a venue (including, but not limited to, a concert hall, stadium, auditorium, civic center, coliseum, theatre, amphitheater, hotel/casino, restaurant/nightclub, stage, park, campgrounds or fairgrounds), located within the United States of America, its territories and possessions, in or at which a Music Attraction may be held, whether enclosed or not.

## **2. BMI GRANT**

- (a) BMI hereby grants to LICENSEE, for the Term of this Agreement, a non-exclusive license to perform, present or cause the performance of all musical works as to which BMI shall have the right to grant public performance licenses at the time of performance, solely as part of Music Attractions. Such license shall be restricted to performances of music in the manner described herein, and is granted in consideration of payment of the license fees as set forth herein and is subject to all of the terms and conditions hereof. This license does not include: (i) dramatic rights, the right to perform dramatic-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any context which may constitute an exercise of the “grand rights” therein; or (ii) the right to broadcast, telecast, cablecast, or otherwise transmit (including by the Internet) the performances licensed hereunder to persons outside of the Venue in which such performances originate.
- (b) BMI reserves the right at its discretion to withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition. In no event shall this agreement authorize the use of BMI music at political rallies, conventions, parades or other political or campaign events.

## **3. INDEMNITY BY BMI**

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to musical works which are licensed by BMI at the time of LICENSEE's performances. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

## **4. BREACH OR DEFAULT/WAIVER**

Upon any material breach or material default of the obligation to pay license fees pursuant to this Agreement, BMI shall have the right to terminate this Agreement, but any such termination shall only become effective if such breach or default continues for thirty (30) days after the date of BMI's written notice to LICENSEE thereof. The right to terminate shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to terminate this Agreement in accordance with the terms of this Paragraph.

## **5. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, not subject to the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County and State of New York for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration

shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

**6. LICENSE FEES**

(a) LICENSEE agrees to pay BMI a license fee for each Music Attraction licensed under this Agreement, except where another person, entity or Venue is responsible for paying the license fee for that performance:

(1) **Paid Admission Music Attractions** - License fees for each Music Attraction **with** paid admission shall be calculated pursuant to **Schedule A** of the License Fee Schedule.

(2) **Free to Attend Music Attractions** - License fees for each Music Attraction **with no** paid admission shall be calculated pursuant to **Schedule B** of the License Fee Schedule.

(b) In no event shall LICENSEE's aggregate annual license fees for any Contract Year (as defined below) be less than the Minimum Annual Fee for the applicable year. The Minimum Annual Fee for the 2024 Contract Year (and prior Contract Years) is \$425.00. The Minimum Annual Fee for subsequent Contract Years shall be an adjustment of the previous Contract Year rate based upon any percentage increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding July and the next preceding July, and shall be rounded to the nearest dollar.

(c) When a Music Attraction (including opening acts and recorded music, if any) is believed to be comprised entirely of musical compositions for which BMI does not have the right to grant public performance licenses, LICENSEE may, at its option, submit a schedule setting forth the writer and publisher information for all those musical compositions performed at said Music Attraction, and (subject to Paragraph 6(b) of this Agreement) no fee shall be due and payable to BMI for such Music Attraction if, in the opinion of BMI, all of the musical compositions performed are ones to which BMI does not have the right to grant public performance licenses. In the event that no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said Music Attraction pursuant to Paragraph 6(a) of this Agreement.

**(d) LICENSE FEE SCHEDULE**

<b>Schedule A</b>
<b>Paid Admission Music Attractions</b>
0.5% of Gross Revenues for each such Music Attraction
<b>Schedule B</b>
<b>Free to Attend Music Attractions</b>
1.5% of Entertainment Expenses for each such Music Attraction
<b>Minimum Annual Fee for 2024 and prior Contract Years</b>
<b>\$425.00</b>

(e) For the avoidance of doubt, no license fees shall be payable hereunder in respect of any and all Music Attraction(s) for which a co-promoter, Venue or other third party has agreed to be responsible for paying all musical composition public performance license fees to BMI.

(f) The parties hereto expressly acknowledge and agree that the license fees payable hereunder are interim fees, and the final fees and other license terms agreed to by BMI and LICENSEE as a result of negotiations for a final license agreement, or as determined by the BMI Rate Court, shall be applied retroactively to the Commencement Date (as defined below). As such, LICENSEE shall be obligated to pay BMI any monies owed BMI as a result of any retroactive adjustment of fees, and BMI similarly shall be obligated to pay LICENSEE any monies owed LICENSEE as a result of any retroactive adjustment. This Agreement and its terms are without prejudice as to the positions that either party hereto may take in any and all negotiations or court proceedings, whether in connection with the determination of the final license fees to be payable pursuant to the New Final License or otherwise. In any proceeding to determine the final license fees payable in respect of any period (whether during, before or after the Term), neither party hereto shall assert that the fees payable and other license terms under this Agreement represent an agreement between the parties as to reasonable final license fees and terms.

## 7. REPORTING OF ATTRACTIONS / PAYMENT

During each Contract Year of this Agreement, LICENSEE estimates that it will present:

### Check the Appropriate Box

- |   |
|---|
| <input type="checkbox"/> <b>One Music Attraction Per Year in the month of _____.</b><br>or<br><input checked="" type="checkbox"/> <b>Two or More Music Attractions per year</b> |
|---|

- (a) Upon signing this Agreement, LICENSEE shall pay at least the Minimum Annual Fee, plus any additional amounts immediately due as required to be initially reported as follows. For One Music Attraction per year, LICENSEE shall submit an estimated report for the period beginning on the first day of the Term, together with the license fee payable on such estimated report (which shall be applied against the final license fee due in connection with the report submitted under Paragraph 7(b)). For Two or More Music Attractions per year, LICENSEE shall report all prior Music Attractions to be covered by this Agreement for the period beginning on the first day of the Term through the calendar quarter prior to the next calendar quarter to be reported pursuant to Paragraph 7(b), together with the license fee payable on such report.
- (b) LICENSEE shall submit reports and payments to BMI electronically via a secure web site with respect to all Music Attractions licensed hereunder as follows:
- (1) **One Music Attraction per year** - LICENSEE shall report and make payment to BMI no later than twenty (20) days following the occurrence of the Music Attraction.
- (2) **Two or More Music Attractions per year** – Following execution of this Agreement, LICENSEE shall report and make payments quarterly. Such reports shall be due on the twentieth (20th) day of January, April, July and October of each calendar year of this Agreement for all Music Attractions presented by LICENSEE during the prior calendar quarter.
- (c) LICENSEE's reports shall be signed by an officer or auditor of LICENSEE and submitted electronically to BMI using a process and format mutually approved by BMI and LICENSEE, and shall include for each Music Attraction licensed hereunder that was presented for the period covered by such report: (i) the name of such Music Attraction and the names of each performing artist and the role thereof (e.g., headliner or opening act); (ii) the Venue at which such Music Attraction took place; (iii) the dates of such Music Attraction; (iv) the number of performances each day; and (v) the Gross Revenues for such Music Attraction. If two or more Music Attractions per year are to be licensed hereunder, LICENSEE shall submit a report with respect to each calendar quarter during the Term regardless of whether or not any performances occurred during such period.
- (d) In the event that LICENSEE engages in the presentation of a Music Attraction in conjunction with, or sells or otherwise transfers the promotional responsibility of a Music Attraction to, other persons or entities licensed separately by BMI for the presentation of such Music Attraction, LICENSEE shall indicate on the report required in Paragraph 7(b) above the names of all other persons, entities or Venues promoting or co-promoting, or otherwise responsible for, each Music Attraction and who is responsible for payment of the BMI license fee for such Music Attraction. Transferring liability for promoted Music Attractions to anyone other than a BMI-licensed promoter or co-promoter of the Music Attraction is not permitted. If the responsible promoter, co-promoter or person, entity, or Venue is not licensed by BMI, LICENSEE shall remain liable for payment of the fees due for such Music Attraction.
- (e) By the twentieth (20th) day following the end of each calendar quarter, LICENSEE shall deliver electronically to BMI copies of any programs or lists of the musical works presented by LICENSEE in its Music Attractions during such quarter. Programs prepared for audiences, or for LICENSEE's own use, are to be included, and shall include the presentation of encores to the extent possible. Nothing contained herein shall be deemed to require LICENSEE to deliver material not otherwise prepared.
- (f) Should LICENSEE fail to submit a report required by Paragraph 7(b) above with respect to all Music Attractions presented by LICENSEE for the applicable period within thirty (30) days after the specified due date, then BMI will apply estimated billings to the account based on either prior figures for LICENSEE or reports from a reliable, published, third-party industry source (e.g., Pollstar), whichever is higher. In no event shall BMI's estimation of fees due from LICENSEE relieve LICENSEE from its contractual obligation to report all Music Attractions and related Gross Revenues for the reporting period. Any differences between the estimated fee and the actual reported fee shall be payable by

LICENSEE when the report is submitted. If BMI's estimated fee is greater than the actual reported fee, then LICENSEE's account shall be credited with the difference; provided, however, that LICENSEE's annual license fee shall not fall below the Minimum Annual Fee.

#### **8. LATE PAYMENT CHARGE**

BMI may impose a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the date any payment is due hereunder on any payment that is received by BMI more than thirty (30) days after the due date.

#### **9. RIGHT TO AUDIT**

BMI shall have the right to audit LICENSEE's books and records of account once per calendar year covered by this Agreement to such extent as may be necessary to verify any and all statements and/or accountings hereunder. Any such audit will be conducted at LICENSEE's premises on reasonable prior notice at a mutually agreed time during regular business hours. LICENSEE will make available its books and records within thirty (30) days of written notice of audit from BMI. If the audit reveals an underpayment, LICENSEE shall promptly pay such underpayment, and if the adjusted license fee is not paid to BMI within thirty (30) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, LICENSEE shall pay a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid pursuant to Paragraph 7. In the event an overpayment is detected by the audit, LICENSEE shall receive a credit to its account. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records confidential.

#### **10. TERMINATION OF AGREEMENT BY LICENSEE**

If LICENSEE permanently ceases to present Music Attractions, this Agreement and LICENSEE's obligation to BMI shall thereupon terminate on a prospective basis, provided that LICENSEE shall, within ten (10) days thereafter, give written notice of such termination to BMI, setting forth the effective date thereof, and provided that LICENSEE shall submit all reports and pay to BMI all fees due hereunder for Music Attractions occurring prior to the effective date.

#### **11. NOTICES**

All notices, if any, under this Agreement will be in writing and deemed given when sent (i) electronically to the email address designated for such purpose by the parties or (ii) by ordinary first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party may designate. Any such notices sent by U.S. mail to BMI shall be to the attention of the Vice President, Licensing, at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may designate to BMI in writing. Notwithstanding the foregoing, notices from LICENSEE to BMI requesting termination under Paragraph 10 or advising BMI of a claim, demand or suit under Paragraph 3 cannot be sent by email.

#### **12. OFFER OF COMPARABLE AGREEMENT**

In the event that BMI, at any time during the Term hereof, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

#### **13. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior agreements to the extent pertaining to the subject matter hereof. This Agreement will not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE are not assignable. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. Subject to the terms of the BMI Consent Decree and applicable law, the state and federal courts located in New York County, New York, shall have sole and exclusive jurisdiction over any and all controversies regarding this Agreement. The fact that any provisions contained herein are found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

#### **14. CUSTOMER OUTREACH**

LICENSEE agrees to accept from time-to-time pre-recorded telephone messages, SMS texts and emails from BMI that may contain important information regarding LICENSEE's account.

## 15. CONVERSION TO FINAL LICENSE

Notwithstanding Paragraph 6(f), the Parties may convert this Agreement into a final license, not subject to retroactive adjustment of fees, pursuant to the following terms:

(a) BMI shall provide LICENSEE written notice of conversion to a final license, which notice shall set forth the effective date of such conversion (the "**Conversion Notice**").

(b) LICENSEE shall have the right to reject the Conversion Notice by sending to BMI, no later than thirty (30) days following delivery of the Conversion Notice, its written election that this Agreement remain an interim license, in which case the license fees and other terms of this Agreement shall remain subject to retroactive adjustment back to the Commencement Date as described in Paragraph 6(f), and the Term of this Agreement shall continue as described in Paragraph 16.

(c) If LICENSEE does not timely reject the Conversion Notice, this Agreement shall automatically become a final license in accordance with the terms of the Conversion Notice and the license fees payable under the Agreement shall no longer be subject to retroactive adjustment during the Term. For the avoidance of doubt, except as may be set forth in the Conversion Notice, conversion of this Agreement into a final license does not release any obligations to make license fee payments for periods prior to such conversion. Following such conversion, notwithstanding Paragraph 16, the Term of this Agreement shall continue for the remainder of the then-current Contract Year, and shall automatically renew annually as a final license for additional one (1) Contract Year terms unless cancelled by either party as of the end of a Contract Year upon thirty (30) days advance written notice to the other party, or as otherwise permitted in this Agreement.


**16. TERM OF AGREEMENT**

The "Term" of this Agreement shall begin on April, 2024 (the "Commencement Date") and shall continue on a calendar month-to-month basis until the earliest of (a) the termination by either party of this Agreement as of the last day of any calendar month, upon thirty (30) days advance written notice to the other party, (b) a final BMI license agreement for the period commencing on the Commencement Date is reached through negotiations between BMI and LICENSEE, or (c) if necessary, a final determination has been made by the BMI Rate Court setting appropriate final license fees and terms for the period commencing on the Commencement Date. Each "Contract Year" under this Agreement shall be the period from January 1<sup>st</sup> through the following December 31<sup>st</sup> during each calendar year of the Term.

**AGREEMENT**

This Agreement is made and entered into between BMI and LICENSEE as of 04/18/2024  
(Date will be entered by BMI upon execution).

<p style="text-align: center;"><b><u>LEGAL NAME</u></b></p> <p style="text-align: center;">City of Charlevoix DDA Summer Concerts <small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small></p> <p style="text-align: center;"><b><u>TRADE NAME</u></b></p> <p style="text-align: center;">Live on the Lake Summer Concert Series <small>(Doing business under the name of)</small></p> <p style="text-align: center;"><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure <u>Government Entity</u> <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small></p> <p>State of Incorporation <u>MI</u> Federal Tax ID No. _____</p> <p>Partners' Names <small>(If Partnership)</small></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p style="text-align: center;"><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal <u>Local</u></p> <p>Municipality Name <u>City of Charlevoix</u> <small>(City/State)</small></p>	<p style="text-align: center;"><b><u>ADDRESS OF PRINCIPAL OFFICES AND REPORTING CONTACT</u></b></p> <p>210 State Street <small>(Street Address)</small></p> <p>Charlevoix MI 49720 <small>(City) (State) (Zip)</small></p> <p>231-547-3270 <small>(Phone) (Phone 2)</small></p> <p>Lindsey Dotson Executive Director <small>(Contact Name) (Title)</small></p> <p>lindseyd@charlevoixmi.gov https://www.downtowncharlevoixmi.gov <small>(Email Address) (Web Address)</small></p> <hr/> <p style="text-align: center;"><b><u>BILLING ADDRESS AND FINANCIAL CONTACT (if different from address of principal offices)</u></b></p> <p>210 State Street <small>(Street Address)</small></p> <p>Charlevoix MI 49720 <small>(City) (State) (Zip)</small></p> <p>Lindsey Dotson Executive Director <small>(Contact Name) (Title)</small></p> <p>231-547-3257 <small>(Contact Phone) (Contact Phone 2)</small></p> <p>lindseyd@charlevoixmi.gov <small>(Email Address - If different from above)</small></p>
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<p style="text-align: center;"><b>TO BE COMPLETED BY LICENSEE</b></p> <p>By signing this Agreement, you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.</p> <p style="text-align: center;">Lindsey Dotson <small>Signature</small></p> <p style="text-align: center;">Lindsey Dotson Executive Director <small>Print Name Title</small></p> <p style="text-align: center;">lindseyd@charlevoixmi.gov <small>Signatory Email Address (If different from above)</small></p>	<p style="text-align: center;"><b>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI BROADCAST MUSIC INC.</b></p> <p style="text-align: center;"></p> <p style="text-align: center;">David Levin Senior Vice President, Licensing</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">FOR BMI USE ONLY</td> <td style="width: 33%;">LIVE-RT0.5</td> <td style="width: 33%;">LI-2024/JAN</td> </tr> <tr> <td colspan="3">81203419</td> </tr> <tr> <td colspan="3">Customer Number</td> </tr> </table>	FOR BMI USE ONLY	LIVE-RT0.5	LI-2024/JAN	81203419			Customer Number		
FOR BMI USE ONLY	LIVE-RT0.5	LI-2024/JAN								
81203419										
Customer Number										

Accepted Via Phone

# Charlevoix Downtown Development Authority

## New Business

**Title:** Director Tasks/Streamlining Operations

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

### **Background:**

In February at the last DDA Board meeting, a discussion took place that is summarized in the meeting minutes as follows:

*Chair Owens stated there had been some discussions about some inconsistencies in the job duties of the Director and she wanted to spend some time discussing what might need to be cleaned up. Ms. Owens stated there were some things that were lingering from their involvement with the Main Street Program. The three committees in question were the Promotion, Economic Vitality and Placemaking.*

*Discussion followed regarding the possibility of disbanding or deactivating the Committees, using citizen volunteers for different projects as more of a task force short-term type group, and requirements for Committees as part of the Main Street Program.*

*Motion by Member Dreyer, seconded by Member Bingham to streamline the Promotion, Economic Vitality and Placemaking Committees into Ad Hoc Committees that will be contacted for their involvement on an as needed basis going forward. Motion carried by unanimous voice vote.*

In light of the comments made about the job duties of the director, along with comments made in January during the first part of my performance evaluation, I've created an updated spreadsheet to accurately reflect the workload as it stands nowadays. I've also attached the last version of the worksheet that was provided after we graduated from the Main Street program in November 2022.

If put side by side, there are noticeable differences - one is that I broke the new list into different categories that seem more appropriate now that we've settled into being just a DDA again. Another difference is that the new list has approximately 84 separate items/tasks listed, while the old list has 64. I made a lot of effort to get more specific about the tasks affiliated with my work that are specific to the city, along with accounting for more time affiliated with things that I used to have help with. While overseeing and managing a volunteer-driven organization seemed busier, I now know what it is like to lose the capacity those extra hands, feet on the street, and minds were able to add to the mix. Since I have been relying less and less on volunteer involvement, my list has grown a bit as a result.

The list may be longer due to a lot of things happening at once with grants being awarded, CLG services being doled out, etc. It is possible that, in some regards, this past year was busier just because of the timing of things.

As mentioned in January, I welcome comments and suggestions as to what adjustments should be made to this list so that the load may be lighter in the future, or if there are ideas about how to

recapture some of the capacity we once had in our volunteer base I would be open to that as well.

**Recommendation:**

Board discussion and direction.

**Attachments:**

1. Director Tasks - present day
2. Director Tasks from November 2022

<b>DDA Operations</b>	<b>SBEI/Walkability/Sustainability/Placemaking</b>
(3) Sponsorship-Solicitation & Follow Up - Live on the Lake <b>TIF Plan Renewal Prep</b> <b>Bandshell Equipment and Rental Oversight/coordination</b> (2) Annual Budgeting (1) Board Orientation/Training (2) Annual Report to Treasury (DDA)	(1) Big Bellys (1) Alley Improvement Grant Incentive (1) Tree Lights (aid in making downtown more walkable) (2) Garbage/Recycling Survey & Researching district-wide solutions (1) Recycling at Live on the Lake Summer Concerts (1) Hoop Skirt Alley flower maintenance
<b>Ongoing/Year Round</b>	(1) Coordinating holiday garland and lights <b>Wayfinding Signage refresh/additions</b>
(1) Brand Management/Copyright Licensing  (2) Graphic Design (1) Property Inventory/Maestro Database Management (1) Website Management (2) Bridge Park Building Maintenance (2) Bridge Park Building Tenant Oversight/Utility Billing Coordination (1) Responding to general inquiries from the public (2) Accounting/Payables (1) Social Media Content Creation & Execution (photography, narrative) (2) Apply for grants to support programming (1) Council/City Relations (2) Board Communication/Packet Preparation  (1) Yiftee Downtown Dollars eGift Card Administration and Promotion	<b>Promotion</b> (3) Gift Local Shopping Contest (3) Cooperative Ad Campaign + design, coordination, writing, etc. (3) Live on the Lake Summer Concerts (3) First Fridays (2) Email Newsletter - only sent out before events now (2) Shared Calendar Updates (1) Business Directory on Website (3) Ladies Night (2) Downtown Maps - print handheld and update kiosks Annually (2) Holiday Parade Float to promote Gift Local, Shop Small Saturday, and Ladies Night
<b>Small Business Support</b>	<b>Outreach</b>
(2) Email Newsletter - businesses (1) Business owners Facebook group (1) Business Assistance via Initiate (1) One Sheeter Info on downtown ordinances (sign, merchandise, etc.) (1) Guide to Opening a Business in Charlevoix (1) SBDC Relationship for business assistance services (2) Match on Main Grant Administration	(3) Junior DDA (2) Business owners meetings (3) Business Visits (1) Statewide Networking (MDA) (1) Speaking Engagements/Podcast guest/Media Interviews (1) Local Networking (Chamber events) (1) Press Releases (1) Regional Networking (NLEA events)
<b>Info Sheet about to-go cocktail sales - NEW</b>	<b>City of Charlevoix specific tasks</b>
(1) Optimize Main Street Grant administration (2) Planning Commission/Zoning Relations - downtown signage, downtown design guidelines, assisting with communication for zoning issues, permits, etc. (1) Michigan Retailers Association Credit Card Processing (1) Venture North business assistance, financing, and mini-grants (2) Elevate Small Business Grant administration	(2) Historic District Commission Oversight/Earl Young Historic District + Train Depot  (2) HDC 4 meetings per year - packet preparation, new member solicitation, orientation, etc. (1) TV Info/Kiosk Display Management at City Hall (2) Certified Local Government Administration (2) CLG Grant Administration - quarterly reports, RFP solicitation and selection, etc.
<b>Economic Development/Housing &amp; Property Owner Support</b>	(1) Annual Report to SHPO for CLG (1) Website Updates re: construction updates/communication (1) Emails to businesses and property owners when power outages will occur, or construction is happening (1) Emails to businesses and property owners with reminders about parking enforcement, snow removal, etc. (1) Lighthouse Committee (1) RRC Trello Updates & Coordination (1) Collaborate on Corridor Improvement Plan Document
(1) MEDC Relationship for Incentives available to property owners (1) Available Property Promotion (business recruitment) (1) Local Housing Incentive outreach and oversight (2) RRC resource administration - working with consultants contracted for services (1) Identifying State/Federal Incentives Available for Housing Development (1) RRC Priority Site Identification & Management (2) Helping property owners with general adherence to Secretary of Interiors Standards for Rehabilitation so they can take advantage of historic tax credits (2) Assisting with portions of research and narrative related to tax credit applications	(1) snow removal (1) Zoning updates (1) Design Guidelines (2) Annual letters sent to property owners in Historic District (2) Assist homeowners with applications for Certificate of Appropriateness (2) Assist homeowners with historic tax credits
(3) = time consuming (2) = keeps me moderately busy (1) = simple task/coordination or oversight <b>no number rating - hasn't started yet but will be work in the coming year at some point</b>	

SBEI/Walkability/Design	Operations
<p>(1) Collaborate on Alley Corridor Improvement Plan Document                      (1) Tree Lights                      (2) Identifying and pursuing funding                      (2) More comprehensive snow removal plan                      (3) Zoning updates that could improve walkability                      (3) Hoop Skirt Alley flower maintenance - Garden Club or KCB?                      (3) Coordinating holiday garland and lights                      Dumpster Enclosure                      Indigenous Mural project                      Historic Distirct/Downtown Signage ad-hoc committee                      (3) Design Guidelines</p>	<p>(1) Sponsorship Solicitation                      (1) Project Oversight                      (1) Board Communication/Packet Preparation                      (1) Graphic Design                      (2) Apply for grants to support programming                      (2) Bridge Park Building Maintenance/Lease Oversight - should be John Murre                      (2) Accounting/Payables                      (2) Social Media Content Creation &amp; Execution (photography, narrative)                      (2) Council/City Relations                      (2) Annual Budgeting                      (3) Website Management</p>
<p><b>Economic Vitality/Housing</b></p> <p>(1) Local Housing Incentive                      (2) Property Owner Relationship Building for 2nd Floor Units                      (3) Identifying State/Federal Incentives Available for Housing Development                      (3) RRC Priority Site Assistance/Coordination</p> <p>(3) National Register Historic District (Tax Credits)                      (3) Community Capital to support housing development                      (3) Homeshare Program                      (2) Email Newsletter - businesses                      Destination Creation Course                      (3) Business Assistance - Initiate                      Library still wants to offer business training annually</p> <p>(3) MEDC Relationship for Incentives available to property owners                      (3) Available Property Promotion (business recruitment)</p> <p>Match on Main/Housing Incentive Grant Application Review assistance                      Monthly Business Owners Meetings                      (3) SBDC Relationship for business assistance services</p>	<p>(3) Press Relations                      (3) Responding to general inquiries from public                      (3) Bandshell Equipment Oversight                      (3) Board Training                      (2) Property Inventory/Maestro Database Management</p>
<p><b>Promotion - rebrand as Chamber/CVB/DDA partner mtg?</b></p> <p>(1) Gift Local Shopping Contest                      (1) Cooperative Ad Campaign + design, coordination, writing, etc. (talent recruitment/attraction)                      (1) Live on the Lake Summer Concerts - CuCo partnership?                      (1) Email Newsletter - general public                      (2) Shared Calendar Updates                      (2) Life in Charlevoix App updates - transition into a better mobile friendly directory/site                      (2) Business Directories in App and on Website</p> <p>First Fridays/Cocktail Trail                      (3) Downtown Maps - print handheld and update kiosks Annually - Give to Visit Charlevoix                      (3) Brand Management</p>	<p><b>Wishlist Items:</b></p> <p>(3) Snowmelt System Feasibility</p> <p><b>Misc.</b></p> <p>Update Mission Statement                      Update job description                      Get logo changed                      Update website, print materials</p> <p><b>Organization/Outreach</b></p> <p>(1) Junior Main Street-DDA</p> <p><b>City of Charlevoix</b></p> <p>(2) Historic District Commission Oversight/Earl Young Historic District (10% of                      (3) TV Info/Kiosk Display Management at City Hall                      (3) Certified Local Government Administration                      (3) Annual Report to SHPO for CLG</p>

Volunteer Recruitment for event assistance

# Charlevoix Downtown Development Authority

## New Business

**Title:** Closed Session: DDA Director's Annual Performance Review (MCL 15.268 (1a))

**Date:** April 22, 2024

**Presented By:** Lindsey Dotson, DDA Director

**Background:**

Honorable Mayor and DDA Board Members:

My annual performance evaluation began during our regular meeting in January and at that time I requested that I be given more time to review and also be given the chance to respond to the board's comments. According to my right under the Open Meetings Act, I request this be held in Closed Session. Thank you.

Lindsey J. Dotson, MSARP

DDA Executive Director

**Recommendation:**

Motion to enter closed session to evaluate the DDA Director's performance under MCL 15.268, section 1a.

**Attachments:**

None