



Agenda
City of Charlevoix Downtown Development Authority Meeting
Monday, April 27, 2026 - 5:30 PM
Council Chambers, City Hall

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Approval of Minutes**
 - A. Minutes from January 26, 2026
- 6. Reports**
 - A. Director's Report
- 7. Old Business**
- 8. New Business**
 - A. Concrete Replacement around BIBCO Entrance
Mark Heydlauff, City Manager
 - B. Bridge Park Building Facelift
Mark Heydlauff, City Manager
 - C. Paver Replacement
Mark Heydlauff, City Manager
 - D. Tree Pavers and Curbs
Mark Heydlauff, City Manager
 - E. Commercial Lease Agreement—J. Bird Provisions Renewal Request
Mark Heydlauff, City Manager
 - F. TIF Renewal Planning and Projects
Mark Heydlauff, City Manager
 - G. Appointment of Officers
Mark Heydlauff, City Manager
- 9. Public Comment**
- 10. Request for Future Agenda Items**

11. Board Comments

12. Adjourn

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

Charlevoix Downtown Development Authority

Approval of Minutes

Title: Minutes from January 26, 2026

Date: April 27, 2026

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. DDA Board Meeting Minutes from January 26, 2026

City of Charlevoix
Downtown Development Authority Meeting Minutes
Monday, January 26, 2026 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

The meeting was called to order at 5:30 p.m. by Vice Chair Oosthuizen followed by the Pledge of Allegiance.

2. Pledge of Allegiance

3. Roll Call

Vice Chair: Annie Oosthuizen

Members Present: Mayor Lyle Gennett, Jessica Nagel, Danielle Scheller

Members Absent: Sam Bingham, Maureen Owens, Paul Silva

Staff Present: Mark Heydlauff, City Manager/DDA Executive Director

4. Inquiry Regarding Conflicts of Interest

5. Approval of Minutes

A. November 24, 2025

Motion by Member Nagel, seconded by Mayor Gennett to approve the minutes of the November 24, 2025 meeting as presented.

Motion carried by unanimous voice vote.

6. Reports

A. Executive Director's Report

Member Nagel questioned if MDOT had come to any conclusions about potential improvements to the traffic issues on US 31. Mr. Heydlauff stated that MDOT was continuing to look at potential changes to segregate movements as much as possible to negate the impact of competing traffic flows. The next phase will be a public meeting to be held either in late February or March.

There were no questions on the Special Event Policy Update.

B. Chamber Management Report

There was general discussion regarding the Gift Local Program.

7. Old Business

8. New Business

A. Meeting Dates for 2026

Mark Heydlauff, City Manager

Motion by Member Nagel, seconded by Member Scheller to set the meeting dates and times for 2026 as presented.

Motion carried by unanimous voice vote.

B. Boiler Replacement in Bridge Park Building

Mark Heydlauff, City Manager

Member Nagel recused herself from item 8B. Boiler Replacement in Bridge Park Building.

Director Heydlauff stated that the Bridge Park Building has three (3) boilers, all of which are at the end of their useful life, having been installed when the building was constructed and need to be replaced.

Motion by Member Scheller, seconded by Mayor Gennett to accept the proposal from Ballard Plumbing and Heating for all three (3) boiler replacements at a cost of total of \$39,000 in the current fiscal year.

Abstain: Nagel

Motion carried by unanimous voice vote.

Director Heydlauff stated the proposed budget for FY 2026/27 included a \$7,200 expense to update the water metering system so that each tenant can be billed exactly for their actual usage.

C. Holiday Decorations

Mark Heydlauff, City Manager

Director Heydlauff noted that Bill's Farm Market has historically managed the City's downtown Christmas decorations. Mr. Heydlauff added that the City's three-year agreement with the market expired after the most recent holiday season.

Motion by Mayor Gennett, seconded by Member Nagel to extend the contract for holiday decorations for three (3) more years with Bill's Farm Market.

Motion carried by unanimous voice vote.

D. Budget Review

Mark Heydlauff, City Manager

Vice Chair Oosthuizen stated that in the past the Board met for a visioning meeting to discuss the small projects that they could address with the DDA goals in mind. Director Heydlauff stated the budget had to be adopted in February by the City Council and if there were smaller projects, the Board could allocate a set amount of money in their budget for such projects.

Discussion followed regarding items needing more updating or refreshing, redoing the decorative brick pavers in Bridge Park, facade improvements to the Bridge Park Building, trees breaking through the rubber surface surrounding the base of the trees (potential cost \$30,000), and a refresh of Hoop Skirt Alley. Director Heydlauff stated that net revenue over expenses for next year was close to \$52,000 and the ending cash balance for FY 26/27 is estimated to be close to \$500,000.

Eric Huffman questioned if there was a formal assessment of what the DDA is responsible for and is there a list of repairs or improvements.

After discussion, the Board agreed to allocate an additional \$10,000 for exterior building improvements to the Bridge Park building together with the \$10,000 included in the proposed budget for other maintenance issues that may arise during the year. The Board concurred to add \$30,000 to the proposed budget for rubber surface and concrete repairs around the trees in the downtown area. After discussion, Director Heydlauff stated that there was \$22,000 in the proposed budget for the Bridge Park pavers, and the Board concurred to add \$10,000 for repairs or replacement of the brick pavers that run three feet from the curb along Bridge Street sidewalk.

Member Scheller questioned the status of the bathroom construction around Van Pelt Alley and Director Heydlauff stated that the item would be something to discuss as part of a future long-term priority discussion.

Director Heydlauff stated that the TIF is generating enough revenue to cover current operations (\$577,931), but the Board may want to consider lowering or eliminating the levied additional tax on property within the district, which generates approximately \$50,000 a year. After discussion, the Board concurred not to make any changes to the proposed tax on property within the district.

Motion by Member Nagel, seconded by Mayor Gennett to adopt the FY 2026/27 budget with the changes as discussed. Director Heydlauff stated that the Board was adopting a budget with total revenues of \$721,983 and expenditures of \$719,707 for FY 2026/27 as calculated. The budget numbers stated do not account for the shift in the boiler expense from the next year to the current year.

Motion carried by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

The meeting adjourned at 6:45 p.m.

Sarah J. Dvoracek/fgm City Clerk

Annie Oosthuizen Vice Chair

Charlevoix Downtown Development Authority

Reports

Title: Director's Report

Date: April 27, 2026

Presented By:

Background:

A. Garland, Wreaths and Lights

Bill's Farm Market was happy to continue their work for another three years to supply the garland, wreaths and light installation as the board discussed in January. You'll find attached the quote they submitted to me and my acceptance of the same on your behalf. This is also included in your budget.

B. Repairs to Mural

I learned from Michael Ochs this winter that the mural on Clinton Street on the Central Drug building was damaged in the wind this winter. He contacted the original artist who provided instructions on how to fix it and do some maintenance. I asked Sarah Matye at the Charlevoix Circle of Arts for recommendations on who to have make these repairs. I would like to be clear that I do not possess the expertise to understand exactly how to do this but I assume we'd rather err on the side of caution and expertise in order to make the fixes rather than relying on what I may understand, Presumably, this will not be complicated but I have had difficulty getting an artist to respond. I'll keep working on it but if board members have more expertise and knowledge, I'd happily take it!

C. MDOT Planning

As you know, MDOT released their plan for traffic flow changes and improvements in March. They presented further on this plan to City Council in early April. There was significant Q&A with the public and Council during the meeting but Council approved the redirection of Mason and Clinton Streets to be paired one-way streets between State and Bridge Street. On Mason Street, MDOT is still designing how the one-way will be implemented but it is likely the street will actually be two way up until the point of access to the alley by Cafe Meria. We also anticipate added parking on Mason Street as spaces are converted to angled parking.

There may be some initial work on foundations and concrete work late this fall but we expect most of the MDOT work will be completed next spring. As I learn more from MDOT, I'll share with the board.

D. Bridge Park Building Projects

BOILERS

The boiler replacement project is complete. All three boilers are up and running as they should be.

We are just waiting for the close out documents and the final bill. We are also on Ballards automatic service/inspection list for every fall.

FIRE SUPPRESSION

This project is complete as well along with contact information in the event of an alarms along with annual inspections to stay compliant. We are waiting for the final pay request along with close out documents for this project as well.

E. Chamber of Commerce Update

Recap on Downtown Events:

- Indoor Sidewalk Sales: Feedback was positive
- Easter Egg Hunt: Postponed a week due to weather (winter storm warning). Mixed feedback on the decision to postpone, but we felt getting people to stay downtown and shop/eat wasn't going to be successful with the weather Easter weekend.

Upcoming Downtown Events:

- Merchant Walk: May 21, 4pm
- Summer Open House: June 11, 4-8pm

Upcoming Chamber Events (that may be of interest to DDA Board and businesses):

- Regional Business After Hours (Collaboration with Boyne and East Jordan Chambers) : May 14, 5-7pm at The Irene, Catering by Smoke on the Water.
- Lead by Local: Charlevoix 101 : June 9, 9-10am, Location TBD – this will be a session geared towards front line staff to learn Charlevoix basics to be the most welcoming they can be to our summer guests! Registration will open soon.

Recommendation:

Attachments:

1. Bill's Farm Market Agreement



February 24, 2026

Mr. Bill McMaster
Bill's Farm Market
4450 E Mitchell Road
Petoskey, MI 49770

Dear Bill:

Thank you for your quote of February 6, 2026 for the next three years of holiday decoration work in downtown Charlevoix for the Charlevoix DDA. Please consider this letter your authorization to continue the fine work you have done for us. You are approved at the pricing and arrangements you outline for 2026, 2027, and 2028. Should anything change on your end, please let me know and I'll do the same for you.

We appreciate your continued dedication to making Charlevoix look so good during the winter!

Very truly yours,
CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY

Mark L. Heydlauff
Executive Director

Enclosure

February 6, 2026

To the Charlevoix DDA,

Below is my 2026, 2027, 2028 bid for wreaths, garland, and lights installed on garland along with installation and removal of all items.. (Install between November 1-15 and removal between January 1-15)

35 24 in. mixed green wreaths for light poles: \$1,113.40

~~34~~ 14ft. pieces of garland for the light poles, along with 4 14ft. and 2 25ft. Pieces of garland for alleyways: \$818.19

Labor, travel, Installation and removal: \$1,081.08

Installation and removal of lights: \$599.46

Total bid price: \$3,612.13

Bill McMaster



Bill's Farm Market

Cell: (231) 881-0260

101 Approved
2/26/26
2/26/26

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

Charlevoix Downtown Development Authority

New Business

Title: Concrete Replacement around BIBCO Entrance

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

This project would repair a sagging of concrete sidewalks around the front of the BIBCO entrance. Unlike the paver areas, this would involve cutting the existing sidewalk, restoring the subsurface, and re-pouring concrete. We anticipate this will cost around \$6,500 and it would be done as part of our routine sidewalk work around the City.

Recommendation:

Motion to approve the sidewalk maintenance by the Bridge Park Building as presented.

Attachments:

None

Charlevoix Downtown Development Authority

New Business

Title: Bridge Park Building Facelift

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

The board contemplated a facelift for the Bridge Park Building during your budget for the current year. We solicited proposals to clean, replace tile, and repaint around the building as needed. You'll find two quotes included. We recommend the low bid of \$22,395 from All in One Paint and Stain.

Recommendation:

Motion to approve the proposal from All in One Paint and Stain for exterior cleaning and improvements at the Bridge Park Building for \$22,395.00

Attachments:

1. CityChxBIBCO
2. estimate-1152-Pat-Elliott



PO Box 208, Charlevoix, MI 49720 • (231) 675-7783 • 3gpchxmi@gmail.com

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Proposal

March 24, 2026

Proposal # 32426CHX

**City of Charlevoix
210 State Street
Charlevoix, MI 49720**

RE: Beaver Island Boat Company Building and Bridge Park Area, 103 Bridge Park Dr, Charlevoix, MI 49720

We hereby propose to furnish all materials and perform all labor for the completion of exterior painting of the building, adjacent fencing, vent stacks, railings and handrails at the above specified location. This includes:

- Washing all areas to be finished with an exterior biodegradable wash to clean and remove any mildew.
- All necessary prep work such as removing loose and peeling paint via wire wheel, scuff sanding previously painted sound surfaces, cleaning and etching exposed galvanized metal, and priming exposed galvanized and ferrous metal.
- Spot finish primed metal areas and then topcoat all fence sections, handrails, stacks, doors, gate, vent and BIBCO letters with finish paint to match the existing color.
- One coat of exterior latex elastomeric finish paint on all stucco siding to match the existing color.

Notes:

- All paint to be Benjamin Moore: DTM (Direct to Metal) paint for metal surfaces, Elastomeric paint for stucco surfaces, galvanized metal primer for exposed galvanized metal and red oxide primer for exposed ferrous metal.
- Proposal includes approximately 86 railing sections, stairway handrails, four vent stacks, three doors, one gate, one louvre vent, stucco on the east and north sides of the building and the BIBCO letters.
- Does not include light poles, drip cap, gas lines, water lines or the underside of the awning.
- Painting to be completed prior to tile replacement.
- All visibly loose paint will be removed, bare metal surfaces will be properly etched and primed, and stable areas will be sanded. However, it should be noted that this process does not guarantee against potential future failure or detachment of currently sound areas.

All Materials is guaranteed to be as specified and the above work to be performed and completed in a substantial workmanlike manner for the sum of:

Thirty-Two Thousand Twenty-Five and 00/100.....Dollars (\$ 32,025.00)

With payments to be made as follows: one-third to schedule, one-third at half completion with the remainder due upon completion of job.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate billed at \$ 55.00 per man-hour or by quote.

3 Guys Painting has Liability and Worker’s Compensation insurance coverage. Documentation of this will be submitted upon request.

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn if not accepted within 30 days.



Tony Warchol
 CEO/Owner
 231.350.3601
 twarchol22@gmail.com

All In One Paint and Stain
 3066 Black Rd
 Charlevoix, Michigan 49720
 231.350.3601

Contact	Job Address	Estimate ID	Date
Pat Elliott pate@charlevoixmi.gov pellott229@gmail.com	City of Charlevoix	1152	Mar 12, 2026
			Expires Jun 11, 2026

Item

Specific exclusions or clarifications:

Exterior Preparation

- Wash all exterior surfaces
- Scrape and sand to remove loose or peeling paint
- Any cracks or holes will be caulked as needed (wood trim)
- Spot prime bare surfaces as needed

**Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*

Park Railings, Maintenance Doors, green tube structures , tan body of Beaver Island Boat Company and sign letters \$18,720.00

- Repaint it with 2 coats of premium exterior paint

Tile Work \$3,675.00

- Removal of existing tile
- Scrapping and prepping
- Installing new tile and grouting it

Deposit Information

Due upon approval of proposal (50%):

Payable by e-transfer, cheque, or cash.

**Deposit must be paid in order to hold your place in our schedule.*

Total	\$22,395.00
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Terms

We agree to provide all necessary labor, materials, and supplies required to carry out the services specified in this Contract, in accordance with the terms and conditions outlined herein. Upon completion of the services, our team will ensure that all materials, supplies, and debris are removed from the premises.

1. Scope of Work/Project Description

Please carefully review the job description and note that we are only obligated to perform the tasks specified in the estimate.

2. Paint/Materials

The estimate includes all costs associated with paint and materials.

To ensure that we have ample time to prepare and execute your project to the highest standards, we kindly request that you select your desired colors at least one week prior to the project start date. This will allow us to order the necessary materials and make any necessary preparations in a timely manner. Additionally, please note that any changes to the selected colors after work has commenced may result in additional charges. As part of our commitment to quality, all surfaces will be given two (2) coats of paint by default unless otherwise specified in the estimate.

Please Note: Some accent colors may require more than two coats to achieve the desired appearance. If such colors are chosen, the customer will be informed of any additional costs before work begins in that area.

3. Unforeseen Conditions

While we always strive to complete every project according to plan, sometimes unexpected issues arise. If any unforeseen repairs are necessary, we will promptly notify you and prepare an additional work order for your approval.

4. Customer Responsibility

- The job site must be free of debris and clean prior to our arrival.
- The work area must be clear of other trades.
- The customer must be available for a final walkthrough with the crew lead on the last day of the project.

5. Work Standards

Our company adheres to industry-standard work protocol and craftsmanship. Our painters will remain on-site until the project is fully completed.

6. Warranty

We stand behind the quality of our work and the materials we use. That's why we offer a warranty on labor and materials for three (3) years following completion of the project. It's important to note that this warranty does not extend to incidental damage caused by accident or abuse, normal wear and tear, temperature changes (such as hail, wind, snow, or moisture), or cracks caused by expansion. Nonetheless, we are committed to ensuring that you are satisfied with the work we provide and will always do our best to address any issues that may arise.

7. Cancellation

The customer may cancel the project within three days of accepting the estimate by emailing us.

8. Acceptance

Please signify your acceptance of this estimate by clicking on the "Accept" button and signing virtually.

9. Payment

Work cannot begin until the deposit is received.

The remaining balance of the total is due upon completion of the project.

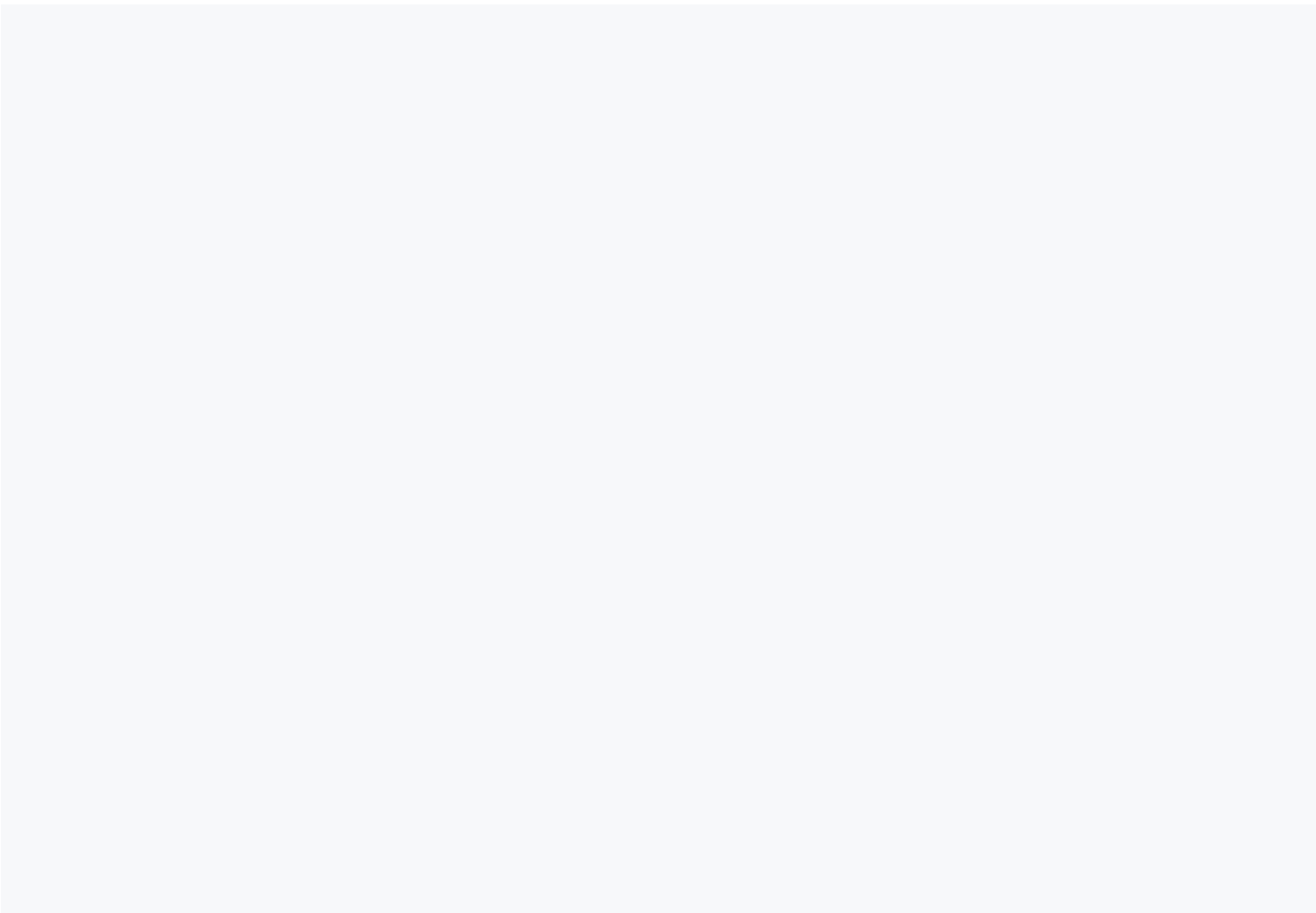
Estimator Signature

Date

Customer Signature

Date

Estimate #1152 for Pat Elliott
Total value: \$22,395.00



Charlevoix Downtown Development Authority

New Business

Title: Paver Replacement

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

The included estimate would reset the pavers in Bridge Park and also remove an old tree stump. The DDA had asked for additional paver work downtown between the curb and the sidewalk. We recommend coordinating most of this work to wait until MDOT completes their signal and pedestrian crossing work next spring. We'll work with them now to understand areas that WON'T be affected but that have begun to sink. This is a cost-effective strategy to make the improvements and minimize our expense. We anticipate this work will be less than \$10,000 but we also want to accomplish as much as possible.

Recommendation:

Motion to approve the Bridge Park Paver work by Site Planning, Inc in the amount of \$15,601 and up to an additional \$10,000 of paver replacement to be completed this year but coordinated with future MDOT construction.

Attachments:

1. Site Planning Quote for Bridge Park
2. 6029554



Tap Room Paver Patio Renovation

CITY OF CHARLEVOIX
201 STATE ST
CHARLEVOIX, MI 49720

Sales: Jamie Monteith
201 State St Charlevoix, MI 49720 USA-Design-Build
201 State St Charlevoix, MI 49720

Est ID: EST4542826.2
Date: Mar-09-2026

Site Planning Development, Inc. Proposes to furnish all labor, equipment and materials to complete the work detailed below.

We appreciate this opportunity provide an estimate to assist you with the renovation of the paver patio adjacent to the Tap Room and along the downtown city sidewalks

Paver patio renovation	\$14,439.65
<ul style="list-style-type: none"> • Pull up and palletize concrete pavers in the marked area • Stockpile next to site • Rake up and remove bedding sand • Add 22A road gravel and compact over existing areas to eliminate any low areas and trip hazards • Add a fresh layer of bedding sand over the gravel base • Install pavers in the same shape pattern as original • Paver color pattern will not be replicated 	

Notes:

- Any additional pavers required to complete the job to be furnished by the city

Stump removal	\$1,161.61
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Stump Removal

- Remove stump from the tree well located in the patio area
- Backfill tree well and prep for paver installation
- Install pavers in the tree well in a pattern similar to the rest of the patio

Client to provide pavers to complete work

Subtotal	\$15,601.26
Taxes	\$0.00
<hr/>	
Estimate Total	\$15,601.26

Terms: The estimated cost of work described above is **\$15,601.26**. We request a 30% down payment (**\$4,680.38**) before work commences. Actual cost may vary due to changes in work and/or unanticipated conditions or underground variables. Monthly progress payments for work completed and materials delivered will follow, the amount calculated on a time and materials basis. Final payment is calculated likewise and due upon completion.

Insurances: Site Planning Development, Inc. and all of our sub-contractors carry all required liability, workers compensation and other insurances. Certificates of insurance are available upon request.

Acceptance: You may authorize Site Planning Development, Inc. to schedule & perform the work by returning a signed copy of this proposal along with your down payment, which will constitute your acceptance and agreement to the terms of this proposal.

Conditions: This document shall serve as a binding contract between Site Planning Development, Inc. (SPD) and the undersigned client. A deposit in the amount of 30% of the proposed work shall accompany this contract to secure the contract and for the purchase of materials and direct costs. This proposal and pricing are valid for a period of 45 days from the dated signature line below.

All final payments are due within 10 days of invoicing for completion of the project. SPD will gladly accept credit cards as payment, but a 3.4% processing fee will be added to the invoice total. An interest charge of two percent (2%) per month will be applied to the total balance of the account if not paid within 30 days.

Workmanship & Project Guarantee: All plant material (except for annuals) is guaranteed for one (1) full year from the planting date provided they are adequately watered with an automated irrigation system. This warranty includes a one-time replacement of the plant material & includes the labor to do so. Transplanted trees, shrubs, perennials, and ground covers will not be warranted. Warranty does not cover plant material damaged by animals, loss of power to the irrigation system, vandalism, severe storm, or other 'acts of God'.

Site Planning Development, Inc. (SPD) guarantees that all work performed will be done according to standard practices in the trade and will be done in a professional, timely, and workmanlike manner. SPD guarantees all hardscape work and materials for three years from the date of installation. Material warranties purchased for the project will be handled by the manufacturer and honored by OMA. All warranties will be void due to misuse, improper maintenance, or if damaged by other than an employee of SPD. All warranties are only valid if the account is paid in full.

Time & Material Charges, Change Orders: Any alterations or deviations requested by the client, from the original proposal involving extra costs to SPD, will be invoiced as an additional charge to the client at \$70/man hour, plus materials, equipment charges, dump fees & sub-contractor rates as needed.

Dump Fees: \$15/cubic yard

Site Planning Development
12608 Taylor Road PO Box 528
Charlevoix, Michigan
49720

P.(231) 547-4429

siteplanning.com
info@siteplanning.com

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Materials + 25%

Trucking \$150/hour


Sub Contractor + 25%

Irrigation work: \$90/hour + materials

Utility Marking & Permitting: SPD is responsible for contacting MissDig for utility marking of only main lines before commencing work. It is the responsibility of the client to mark (or make SPD aware) any secondary lines on the property leading to other buildings.

Federal, State & local permits may be needed for the proposed scope of work in this proposal. Unless noted in the proposal, fees for this cost will be invoiced to the client at rates defined in item #3.

Differing Site Conditions: If SPD does not clearly define in the proposal that there are pre-existing site condition concerns, the client will assume additional costs for the scope of work needed to correct or modify issues or concerns that may directly affect the proper installation of landscape or construction process. These could include, but are not limited to; subsurface water drainage, unsuitable soil structures, and contaminated soils. The cost to mitigate these issues will be billed per the schedule in item #3.

Contractor: 

Jamie Monteith

Client: _____

Signature Date: 03/09/2026

Signature Date: _____

Email: jamie@siteplanning.com



Sidewalk Paver Repair

CITY OF CHARLEVOIX
201 STATE ST
CHARLEVOIX, MI 49720

Sales: Jamie Monteith
City of Charlevoix - Paver
201 State St Charlevoix, MI 49720

Est ID: EST6029554
Date: Mar-09-2026

Site Planning Development, Inc. Proposes to furnish all labor, equipment and materials to complete the work detailed below.
We appreciate this opportunity to assist you with Paver Repair in the downtown sidewalks.

Sidewalk Paver Renovation

- Remove pavers running behind the street curbs in the downtown sidewalks
- Remove sand setting bed and replace with 29A crushed stone
- Reinstall pavers in the original pattern
- Polysand the joints between the pavers and compact in place

Terms: The estimated cost of work described above is \$15.74/Square foot. Actual cost may vary due to changes in work and/or unanticipated conditions or underground variables. Monthly progress payments for work completed and materials delivered will follow, the amount calculated on a time and materials basis. Final payment is calculated likewise and due upon completion.

Insurances: Site Planning Development, Inc. and all of our sub-contractors carry all required liability, workers compensation and other insurances. Certificates of insurance are available upon request.

Acceptance: You may authorize Site Planning Development, Inc. to schedule & perform the work by returning a signed

Site Planning Development
12608 Taylor Road PO Box 528
Charlevoix, Michigan
49720

P.(231) 547-4429

siteplanning.com
info@siteplanning.com

page 1 of 3

copy of this proposal along with your down payment, which will constitute your acceptance and agreement to the terms of this proposal.

Conditions: This document shall serve as a binding contract between Site Planning Development, Inc. (SPD) and the undersigned client. A deposit in the amount of 30% of the proposed work shall accompany this contract to secure the contract and for the purchase of materials and direct costs. This proposal and pricing are valid for a period of 45 days from the dated signature line below.

All final payments are due within 10 days of invoicing for completion of the project. SPD will gladly accept credit cards as payment, but a 3.4% processing fee will be added to the invoice total. An interest charge of two percent (2%) per month will be applied to the total balance of the account if not paid within 30 days.

Workmanship & Project Guarantee: All plant material (except for annuals) is guaranteed for one (1) full year from the planting date provided they are adequately watered with an automated irrigation system. This warranty includes a one-time replacement of the plant material & includes the labor to do so. Transplanted trees, shrubs, perennials, and ground covers will not be warranted. Warranty does not cover plant material damaged by animals, loss of power to the irrigation system, vandalism, severe storm, or other 'acts of God'.

Site Planning Development, Inc. (SPD) guarantees that all work performed will be done according to standard practices in the trade and will be done in a professional, timely, and workmanlike manner. SPD guarantees all hardscape work and materials for three years from the date of installation. Material warranties purchased for the project will be handled by the manufacturer and honored by OMA. All warranties will be void due to misuse, improper maintenance, or if damaged by other than an employee of SPD. All warranties are only valid if the account is paid in full.

Time & Material Charges, Change Orders: Any alterations or deviations requested by the client, from the original proposal involving extra costs to SPD, will be invoiced as an additional charge to the client at \$88-\$110/man hour, plus materials, equipment charges, dump fees & sub-contractor rates as needed.

Dump Fees: \$15/cubic yard

Materials + 30%

Trucking \$150/hour


Sub Contractor + 30%

Irrigation work: \$95/hour + materials

Utility Marking & Permitting: SPD is responsible for contacting MissDig for utility marking of only main lines before commencing work. It is the responsibility of the client to mark (or make SPD aware) any secondary lines on the property leading to other buildings.

Federal, State & local permits may be needed for the proposed scope of work in this proposal. Unless noted in the proposal, fees for this cost will be invoiced to the client at rates defined above.

Differing Site Conditions: If SPD does not clearly define in the proposal that there are pre-existing site condition concerns, the client will assume additional costs for the scope of work needed to correct or modify issues or concerns that may directly affect the proper installation of landscape or construction process. These could include, but are not limited to; subsurface water drainage, unsuitable soil structures, and contaminated soils. The cost to mitigate these issues will be billed per the above schedule.

Contractor: 

Jamie Monteith

Client: _____

Signature Date: 03/09/2026

Signature Date: _____

Email: jamie@siteplanning.com

Charlevoix Downtown Development Authority

New Business

Title: Tree Pavers and Curbs

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

At your meeting in January, you asked us to assess the condition of trees and the porous pavers surrounding them. We've identified 5 tree locations for removal and replacement of existing curbs and porous rubber pavement; the trees themselves will not be harmed or removed. We have included an additional \$3,000 for concrete work for this; this will either be done by a contractor or in-house depending on final costs.

Recommendation:

Motion to approve the quote from Robinsons Landscaping in the amount of \$3,925 for removal and replacement of porous rubber pavement around 5 downtown trees and an additional \$3,000 for associated concrete work.

Attachments:

1. Charlevoix_PorousPave_Quote26



Landscape Quote

Date: March 18, 2026

Project: City Of Charlevoix
 210 State St
 Charlevoix 49720
 1 (231) 547-7183

Landscaping: Porous Pave

Qty	Units	Item Name	Size/Desc	Unit Price	Ext. Price
5	Each	POROUS PAVE: Install new Porous Pave for 5 trees along Bridge St. (Brown Color)			\$2,825.00
1		CONSTRUCTION LABOR: Mobilize crew & Equipment, site cleanup, prep tree well for new porous pave.			\$990.00
1	Cu. Yards	CRUSHED STONE 29A			\$110.00
Quote Subtotal:					\$3,925.00

Total: \$3,925.00 Initial: ____



Terms and Specifications:

- Landscaped as detailed above
- Site to final rough grade by others.
- Material quantities are estimates only. Actual quantities will be invoiced accordingly.
- Soil erosion, DEQ and Army Core permitting by others unless noted above.
- Plants planted in topsoil, fertilized w/slow release fertilizer and watered in.
- Plant warranty-one year guaranteed normal growth. Not obligated to replace plants damaged by lack of water/maintenance, abnormal weather conditions, animal damage or other conditions beyond our control. Transplanted trees, shrubs and groundcovers are not warranted. Warranty is only valid if owner waters and maintains the plant material properly and account is paid in full.
- Hardscape warranty-two years from date of installation. Warranty does not cover damage from weather conditions, the actions of individuals other than a Robinson's Landscaping employee, chemical spills or other acts of God.
- Unforeseen items or circumstances resulting in additions in labor or materials will be invoiced on a time and material basis.
- If verbal directions are given during the course of construction the client authorizes additional work to be charged at material and labor rate or a quoted unit price.
- A 25% deposit is required at the time of signing for the project to be scheduled.
- Robinson's Landscaping and Nursery Inc. expressly guarantees that all work will be done according to the plans and specifications provided with all materials true to name and all work done in a manner according to standard trade practices.

Signature Approval: _____ **Date:** _____

**Terms: 25% down, Balance upon completion. 1.5% per month late fee.
Please initial approved category totals, sign, date and return.**

Robinson's Landscaping & Nursery Inc.
05406 West Rd.
Boyne City, MI 49712
(231) 582-9484 / (231) 582-9454 Fax
www.robinsonslandscaping.com

Charlevoix Downtown Development Authority

New Business

Title: Commercial Lease Agreement—J. Bird Provisions Renewal Request

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

The lease with J. Bird Provisions expires on May 31. Ms. Nagel is interested in renewing for another three years. You'll find in the packet a draft new lease with new or amended language highlighted. Most notably, we have incorporated into this lease the seasonal rent reduction the board has approved the past couple of years. The language around metered utilities has also been modified to reflect the forthcoming installation of separate water meters.

Recommendation:

Motion to approve the lease with J. Bird Provisions expiring in 2029 and authorize the Chair to sign all documents.

Attachments:

1. Seasonal Rent Payment Arrangement-Winter 2026
2. Commercial Lease Agreement J.Bird 05.2026-Current Lease Agreement
3. COMMERCIAL LEASE AGREEMENT- 2026-2029

Charlevoix Downtown Development Authority
Letter of Understanding
Seasonal Rent Payment Arrangement – Winter 2026

This Letter of Understanding is entered into by and between the **Charlevoix Downtown Development Authority (DDA)** and **Jess Nagel**, owner of **J.bird Provisions**, located at 109 Bridge Park Drive, Charlevoix, Michigan.

1. Purpose

To formalize a seasonal rent payment arrangement for the winter months of 2026, consistent with the structure approved and implemented in 2025.

2. Terms of Agreement

- **Winter Rent Reduction**

J. Bird Provisions shall be permitted to defer 50% of the monthly rent for the months of **January, February, and March 2026**.

- **Summer Reconciliation**

The deferred 50% balance from each winter month will be evenly distributed and added to the monthly rent due in **June, July, and August 2026**.

- **Rent Adjustments**

Any changes to the base rent as stipulated in the lease agreement for 2026 will be reflected in the adjusted monthly amounts.

- **Payment Schedule**

January 2026 - \$384.58

February 2026 - \$384.58

March 2026 - \$384.58

April 2026 - \$769.15

May 2026 - \$769.15

June 2026 - \$1,176.79 (per lease rent increases to \$792.22/month June 1, 2026)

July 2026 \$1,176.79

August 2026 \$1,176.79

September 2026 \$792.22

October 2026 \$792.22

November 2026 \$792.22

December 2026 \$792.22

- **Annual Review**

This arrangement is subject to annual review and approval by the Charlevoix DDA Board. Approval for 2026 does not guarantee continuation in future years.


3. Authorization

This agreement shall become effective upon approval by the Charlevoix DDA Board and signature by both parties.

Signed:


Jess Nagel (Dec 2, 2025 11:50:34 EST)

Jess Nagel
Owner, J.bird Provisions
Date: November 24, 2025


Maureen Owens (Dec 2, 2025 14:32:08 EST)

Maureen B. Owens, Chair
Charlevoix DDA Board
Date: November 24, 2025

COMMERCIAL LEASE AGREEMENT

This Lease effective June 1, 2023, by and between, Charlevoix Downtown Development Authority 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and J. Bird Provisions LLC. 6921 Forest Hills Dr. Ellsworth MI 49729 hereinafter designated as the TENANT.

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

DESCRIPTION

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

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

TERM

The term of this lease shall be for a period of three years commencing on June 1, 2023, and terminating at 11:59 PM on the 31st of May 2026. The tenant shall have the right to renew this Lease for up to an additional three-year term lasting until 11:59 PM on 31st of May 2029, subject to the terms and conditions contained in this lease. Additional term(s), should the parties decide to extend the duration of the lease, shall be at terms and conditions agreeable, in writing, to both parties. The rent is to increase on the anniversary date by 3% of the monthly amount.

BASIC RENT

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

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

Rent is payable, in advance, or on the first of each month, commencing on June 1, 2023. The base rent for any additional term(s) shall be agreed upon in writing by both parties. Failure to pay the required monthly base rent on or before the sixth day of the month when due shall result in Tenant owing to Landlord a late payment fee equal to \$75.00.¹

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

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

ADDITIONAL RENT- UTILITY CHARGES. ETC.

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

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

ADDITIONAL RENT-HAZARD INSURANCE

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

ADDITIONAL RENT-LIABILITY INSURANCE

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

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

ADDITIONAL RENT – MAINTENANCE, AND REPAIRS

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

The Tenant shall not perform any acts or carry on any practices which may injure the building or be a

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

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

All payments of rent or other sums to be made to the Landlord shall be made to 210 State Street Charlevoix, MI 49720, or at such place as the Landlord shall designate in writing from time to time.

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

ADDITIONAL RENT – PROPERTY TAXES

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

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

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

ASSIGNMENT

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

BANKRUPTCY AND INSOLVENCY

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

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied for a specialty food and beverage retail business and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises.

DAMAGE AND DESTRUCTION

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

REPAIRS AND ALTERATIONS

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

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

essential to the use and occupancy of the parts of the Landlord's building.

EMINENT DOMAIN

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

RESERVATION

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

CARE OF PREMISES

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

LIABILITY

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

CONDITION OF PREMISES AT TIME OF LEASE

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

RE-RENTING

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

HOLDING OVER

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

MECHANICS LIENS

Tenant shall not suffer or permit any mechanics liens to be filed against the Premises or any part of the building thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises or any part thereof through or under the Tenant. If any such

mechanic's lien shall be filed against the Premises or building at any time, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by giving security or by such other manner as is, or maybe, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of eighteen percent (18%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

ADVERTISING DISPLAY

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

WASTE

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

ACCESS TO PREMISES

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

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

RE-ENTRY

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

EXPENSES - DAMAGES RE-ENTRY

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

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

QUIET ENJOYMENT

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

WAIVER

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

DEFAULT

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

REMEDIES

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

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

If rent is received from such reletting during any month is less than that to be paid by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such a deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leasehold Realty by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any such reletting

without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

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

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

- d. Landlord shall have the right upon default of Tenant, to collect all rent due from Tenant for the balance of the term of this Lease.
- e. All rights and remedies of the Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to injunctive relief.

ESTOPPEL CERTIFICATE

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

DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

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

SHARED LAVATORY FACILITY

Tenants shall share the washroom with the adjoining tenants.

NOTICES

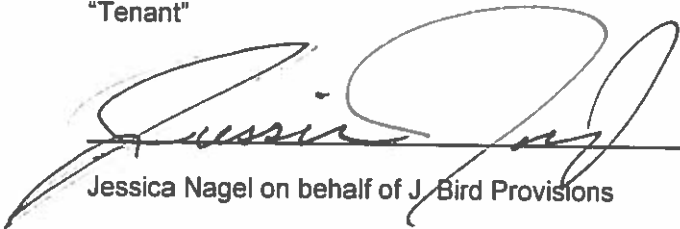
All notices under this Lease shall be deemed sufficient notice and service thereof if such notice is sent to the Tenant, is in writing, and addressed to the Tenant at their last known Post Office address or at the leased Premises. Notice to the Landlord shall be in writing and addressed to the last known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

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

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

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

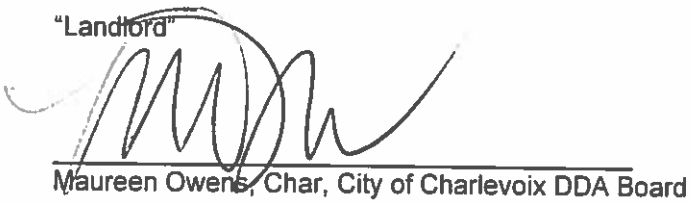
"Tenant"



Jessica Nagel on behalf of J. Bird Provisions

06/14/23
Date

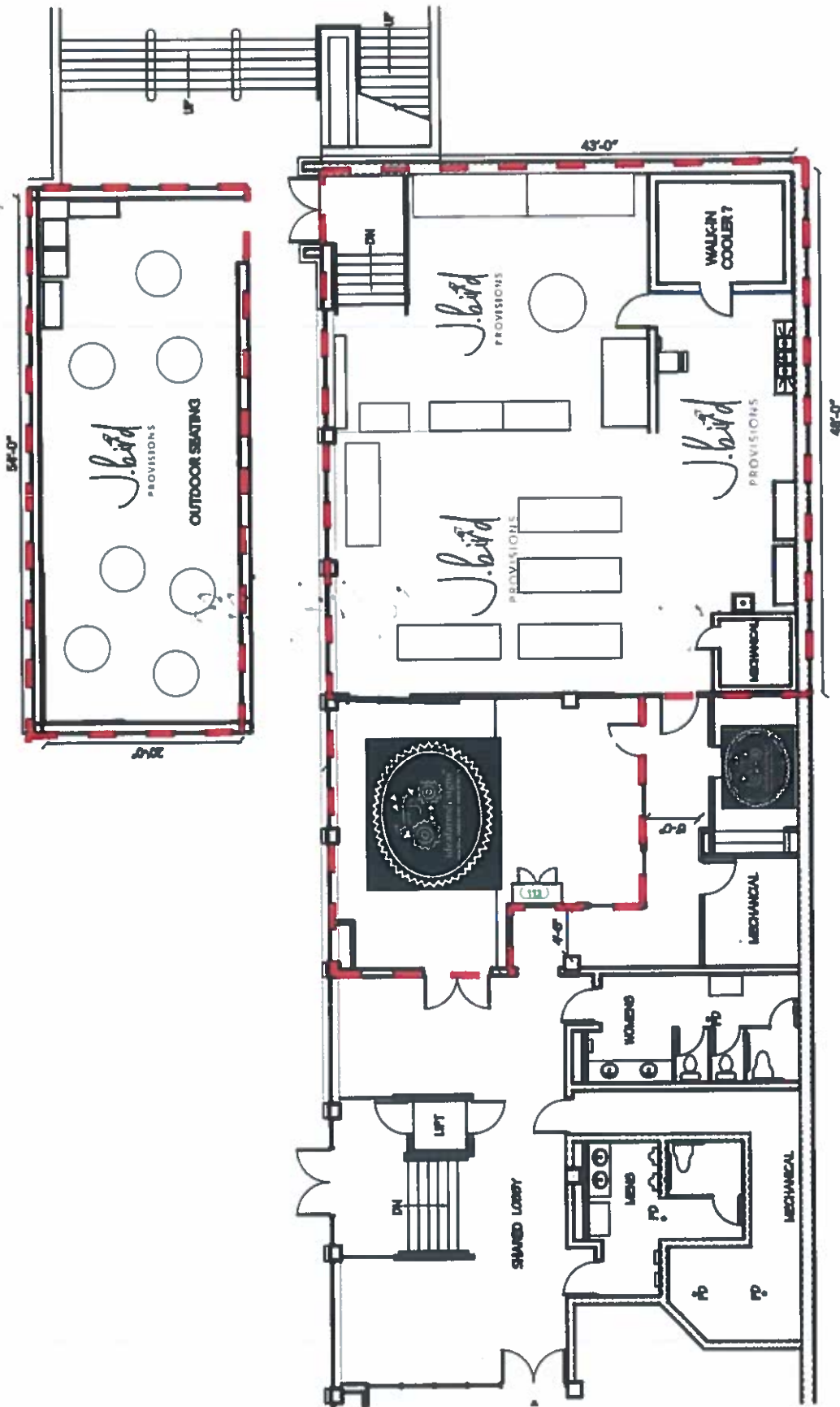
"Landlord"



Maureen Owens, Char, City of Charlevoix DDA Board

06/15/23
Date

Exhibit A:



COMMERCIAL LEASE AGREEMENT

This Lease made this 1st day of April, 2022 by and between, Charlevoix DDA 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and J.Bird Provisions LLC. 6921 Forest Hills Dr. Ellsworth MI 49729 here in after designated as the TENANT.

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

DESCRIPTION

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

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

TERM

For the period of 1 years commencing on the 1st day of April, 2022 and terminating at 11:59 PM on 31st of March, 2023. Additional term(s), should the parties decide to extend the duration of the lease, shall be at terms and conditions agreeable, in writing, to both parties. The rent to increase on the anniversary date by 3% of the monthly amount

BASIC RENT

Tenant agrees to pay to Landlord as base rent for the Leasehold Realty the following: \$650.00 dollars per month, payable, in advance, or on the first of each month, commencing on February 15, 2022. The base rent for any additional term(s) shall as be agreed upon in writing by both parties. Failure to pay the required monthly base rent on or before the sixth day of the month when due shall result in Tenant owing to Landlord a late payment fee equal to \$50.00. In addition, if the rent then due is not received by the 6th day of the month then interest shall accrue on the amount then past due, from and after the date when due, at the rate of eighteen (18%) percent per annum, until such amount is paid in full. Tenant shall be responsible for any applicable sales tax.

ADDITIONAL RENT - UTILITY CHARGES. ETC.

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

ADDITIONAL RENT - HAZARD INSURANCE AND TAXES

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

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

LIABILITY INSURANCE

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

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

MAINTENANCE AND REPAIRS

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

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

shall have the same remedy as is provided for in this lease in the event of Tenant's failure to pay.

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

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

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

ASSIGNMENT

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

BANKRUPTCY AND INSOLVENCY

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

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

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

ordinance or regulation, and that on any breach of this Lease, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises.

DAMAGE AND DESTRUCTION

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

REPAIRS AND ALTERATIONS

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

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

EMINENT DOMAIN

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

RESERVATION

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

CARE OF PREMISES

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

LIABILITY

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

CONDITION OF PREMISES AT TIME OF LEASE

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

RE-RENTING

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

HOLDING OVER

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

MECHANICS LIENS

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

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

ADVERTISING DISPLAY

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

WASTE

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

ACCESS TO PREMISES

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

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

RE-ENTRY

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

EXPENSES - DAMAGES RE-ENTRY

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

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

QUIET ENJOYMENT

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

WAIVER

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

DEFAULT

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

REMEDIES

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

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

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

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

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

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

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

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

SECURITY DEPOSIT

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

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

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

ESTOPPEL CERTIFICATE

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

DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

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

SHARED LAVATORY FACILITY

Tenant shall share the washroom with the adjoining tenant, and agrees to keep clean.

NOTICES

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

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

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

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

assigns.

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

WITNESSED BY:

"Tenant"

Subscribed and sworn to before me this 14 day of March, 2022
by for and behalf of J. Bird Provisions, 2015.

Notary Public
Charlevoix County,
My Commission Expires:

WITNESSED BY:

"Landlord"

It's Partner

WITNESS:

LANDLORD:

Maureen Owens
dotloop verified
03/15/22 10:02 AM CDT
8XBG-6KNC-XAQM-AXPN

Commercial Lease Agreement-Renewal

This Lease effective June 1, 2026, by and between, Charlevoix Downtown Development Authority 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and J. Bird Provisions LLC. 6921 Forest Hills Dr. Ellsworth MI 49729 hereinafter designated as the TENANT.

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

DESCRIPTION

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

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

TERM

The term of this lease shall be for a period of three years commencing on June 1, 2026, and terminating at 11:59 PM on the 31st of May 2029. The tenant shall have the right to renew this Lease for up to an additional three-year term lasting until 11:59 PM on 31st of May 2032, subject to the terms and conditions contained in this lease. Additional term(s), should the parties decide to extend the duration of the lease, shall be at terms and conditions agreeable, in writing, to both parties. The rent is to increase on the anniversary date by 3% of the monthly amount.

BASIC RENT

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

June 1 through May 31, 2027	\$792.22 per month
June 1 through May 31, 2028	\$815.99 per month
June 1 through May 31, 2029	\$840.27 per month

Winter Rent Reduction:

J. Bird Provisions shall be permitted to defer 50% of the monthly rent for the of January, February, and March

Summer Reconciliation

The deferred 50% balance from each winter month will be evenly distributed and added to the monthly rent due in June, July and August.

Rent Schedule shall be described in Table A.

Table A

Date	Lease Year Ends	Base Rent	Seasonal Adjustment	Amount Due	Notes
6/1/2026	2027	792.22	384.58	1176.80	Summer reconciliation
7/1/2026	2027	792.22	384.58	1176.79	Summer reconciliation
8/1/2026	2027	792.22	384.58	1176.79	Summer reconciliation
9/1/2026	2027	792.22	0.00	792.22	
10/1/2026	2027	792.22	0.00	792.22	
11/1/2026	2027	792.22	0.00	792.22	
12/1/2026	2027	792.22	0.00	792.22	
1/1/2027	2027	792.22	-396.11	396.11	Winter reduction (50% deferred)
2/1/2027	2027	792.22	-396.11	396.11	Winter reduction (50% deferred)
3/1/2027	2027	792.22	-396.11	396.11	Winter reduction (50% deferred)
4/1/2027	2027	792.22	0.00	792.22	
5/1/2027	2027	792.22	0.00	792.22	
6/1/2027	2028	815.99	396.11	1212.10	Summer reconciliation
7/1/2027	2028	815.99	396.11	1212.10	Summer reconciliation
8/1/2027	2028	815.99	396.11	1212.10	Summer reconciliation
9/1/2027	2028	815.99	0.00	815.99	
10/1/2027	2028	815.99	0.00	815.99	
11/1/2027	2028	815.99	0.00	815.99	
12/1/2027	2028	815.99	0.00	815.99	
1/1/2028	2028	815.99	-407.99	408.00	Winter reduction (50% deferred)
2/1/2028	2028	815.99	-407.99	408.00	Winter reduction (50% deferred)
3/1/2028	2028	815.99	-407.99	408.00	Winter reduction (50% deferred)
4/1/2028	2028	815.99	0.00	815.99	
5/1/2028	2028	815.99	0.00	815.99	
6/1/2028	2029	840.27	407.99	1248.26	Summer reconciliation
7/1/2028	2029	840.27	407.99	1248.26	Summer reconciliation

8/1/2028	2029	840.27	407.99	1248.26	Summer reconciliation
9/1/2028	2029	840.27	0.00	840.27	
10/1/2028	2029	840.27	0.00	840.27	
11/1/2028	2029	840.27	0.00	840.27	
12/1/2028	2029	840.27	0.00	840.27	
1/1/2029	2029	840.27	-420.13	420.14	Winter reduction (50% deferred)
2/1/2029	2029	840.27	-420.13	420.14	Winter reduction (50% deferred)
3/1/2029	2029	840.27	-420.13	420.14	Winter reduction (50% deferred)
4/1/2029	2029	840.27	0.00	840.27	
5/1/2029	2029	840.27	0.00	840.27	

Rent is payable, in advance, or on the first of each month, commencing on June 1, 2026. The base rent for any additional term(s) shall be agreed upon in writing by both parties. Failure to pay the required monthly base rent on or before the sixth day of the month when due shall result in Tenant owing to Landlord a late payment fee equal to \$75.00.

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

ADDITIONAL RENT-UTILITY CHARGES. ETC.

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

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

At lessor's expense, separate meters may be installed. In such case, the lessee agrees to pay metered rates for utilities and hold the utility account in their own name.

ADDITIONAL RENT-HAZARD INSURANCE

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

ADDITIONAL RENT-LIABILITY INSURANCE

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

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

ADDITIONAL RENT - MAINTENANCE, AND REPAIRS

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

The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep the Premises (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, snow, and ice at all times, and it is further agreed that in the event the Tenant shall not

comply with these provisions, the Landlord may enter upon said Premises and have rubbish, dirt, ashes, snow and ice removed and the sidewalks cleaned in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes, dirt, snow, and ice or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to them, and the Landlord shall have the same remedy as is provided for in this lease in the event of the Tenant's failure to pay.

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

All payments of rent or other sums to be made to the Landlord shall be made to 210 State Street Charlevoix, MI 49720, or at such place as the Landlord shall designate in writing from time to time.

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

ADDITIONAL RENT - PROPERTY TAXES

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

Tenant shall be responsible for all other real property taxes assessed during the term of the lease.

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

ASSIGNMENT

The Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said Premises or any part thereof without the written consent of the

Landlord. Any assignment, transfer, hypothecation, mortgage, or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased Premises.

BANKRUPTCY AND INSOLVENCY

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

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied for a specialty food and beverage retail business and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises.

DAMAGE AND DESTRUCTION

It is understood and agreed that if the Premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good rentable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered un-tenantable in case a part only is untenable, until

the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust their own insurance or to remove their damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased Premises shall result from the negligence or willful act of the Tenant, their agents or employees, and provided further that if Tenant shall use any part of the leased Premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, provided further that in case the leased Premises, or building of which they are a part shall be destroyed to the extent of more than one-half of the value hereof, the Landlord may at its option terminate this Lease forthwith by written notice to the Tenant.

REPAIRS AND ALTERATIONS

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

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

EMINENT DOMAIN

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

RESERVATION

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

CARE OF PREMISES

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

LIABILITY

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

CONDITION OF PREMISES AT TIME OF LEASE

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

RE-RENTING

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

HOLDING OVER

It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month-to-month in the absence of a

written agreement to the contrary. **The monthly rent in this case shall be in the amount of \$950.00 per month.**

MECHANICS LIENS

Tenant shall not suffer or permit any mechanics liens to be filed against the Premises or any part of the building thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises or any part thereof through or under the Tenant. If any such mechanic's lien shall be filed against the Premises or building at any time, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by giving security or by such other manner as is, or maybe, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of eighteen percent (18%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

ADVERTISING DISPLAY

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

WASTE

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

ACCESS TO PREMISES

The Landlord shall have the right to enter the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary they may

demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to their stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that they will forthwith on demand pay to the Landlord the cost thereof with interest at 18% per annum, and if they shall make default in such payment the Landlord shall have remedies provided in the paragraph regarding Default and Remedies.

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

RE-ENTRY

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

EXPENSES - DAMAGES RE-ENTRY

If the Landlord shall, during the period covered by this Lease, obtain possession of said Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Premises, and all expenses and commissions which may be paid in and about the letting of the same, including all other damages resulting therefrom.

QUIET ENJOYMENT

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

WAIVER

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

DEFAULT

The occurrence of the following events shall constitute a default by Tenant under the terms of this Lease:

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

REMEDIES

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

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

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

If rent is received from such reletting during any month is less than that to be paid by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such a deficiency shall be calculated and paid

monthly. No such re-entry or taking possession of said Leasehold Realty by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

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

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

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

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

ESTOPPEL CERTIFICATE

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

DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

The term "Landlord" as used in this Agreement, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or

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

SHARED LAVATORY FACILITY

Tenants shall share the washroom with the adjoining tenants.

NOTICES

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

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

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

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

“Tenant”

Jessica Nagel on behalf of J Bird Provisions

Date

“Landlord”

Maureen Owens, Chair, City of Charlevoix DDA Board

Date

Charlevoix Downtown Development Authority

New Business

Title: TIF Renewal Planning and Projects

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

The current tax increment financing (TIF) plan for the DDA expires on December 31, 2026. The bond debt held by the DDA and financed with proceeds of this TIF will reach maturity on October 1. More than 75% of your revenue comes from the TIF and renewing it ahead of December 31 is essential for the DDA to continue and have resources to make improvements downtown. The simplest path to renewing the TIF is to amend the plan with projects you may complete in the future. I consulted with Pat McGow of Miller Canfield who helped update the previous TIF plans and also served as counsel for the bond debt used to fund the last major improvements downtown. To accommodate the prospect of bond indebtedness for future projects, setting the new TIF amendment to go for 25 years gives you time to finalize projects and seek financing methods if you choose.

I'd recommend you consider the list of potential improvements below; add or subtract from the list. I will then use this list to get pricing options for the future and Mr. McGow will prepare the necessary documents to finalize your TIF amendment. Once you approve a final resolution for the amendment, the item is forwarded to City Council for adoption as an ordinance.

From my knowledge of your past work, here is a potential list of projects you **could** complete in the future:

- Implementation of alley corridor improvements to encourage traffic flow, improved rear building access, refuse collection, and pedestrian accessibility throughout the district
- Updates and improvements for parking and parking lots throughout the district
- Maintenance and updates to public spaces and facilities including East Park, Hoffman Park, Water Tower Park, Bridge Park, and Veterans Park
- Downtown improvements to support accessibility for universal design
- Public amenities like streetlights, tree lights, pedestrian lights, bathrooms, wayfinding (both with signage and digitally) and public utilities in the district
- Marina facility projects intended to encourage day-use, shopper docks, and amenities to encourage additional commerce downtown
- Improvements with BIBCO and BITA to update and enhance traffic flow around the ferry dock
- Streetscape improvements along US 31 and other downtown streets to include amenities to support pedestrians, aesthetic improvements, outdoor dining, special events, and recreation
- Bridge Park Building improvements and updates

In your approved budget, we included a line item for costs related to the TIF renewal. I anticipate costs for Miller Canfield will be \$3,000-5,000 and I would also like to engage a consulting engineer like Prein&Newhof who created the public improvement project we sought grant funds for last year. They

would be able to build on this work to develop pricing expectations for things on this list as required for the TIF update. Finally, there will be noticing and publication costs to adopt the final plan amendment.

Recommendation:

Motion to approve a list of TIF Amendment Projects and authorize the Executive Director and legal counsel to draft required documents and pricing.

Attachments:

None

Charlevoix Downtown Development Authority

New Business

Title: Appointment of Officers

Date: April 27, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Per the DDA Bylaws of Authority, the officers of the Authority shall be a Chair, and a Vice Chair. Officers shall be appointed for a term of one year at the annual meeting and shall remain in office until the next annual meeting. 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. 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 appoint XXX as Chair and XXX as Vice Chair of the DDA Board.

Attachments:

None