



Agenda
City of Charlevoix City Council Regular Meeting
Monday, August 15, 2022 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - August 1, 2022
 - B. Accounts Payable and Payroll Check Registers
 - C. Resolution to Adopt the Annual Exemption Option in PA 152 for the 2022-23 Medical Benefit Plan Coverage Year
 - D. Approval of Employee Health Insurance Plans
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Commercial and Residential Cross Connection Control Contract with Hydrocorp
Pat Elliott, Public Works Superintendent
 - B. Deer Management
Mark Heydlauff, City Manager
 - C. Agreement with MDOT to Strip Paint and Seal Bridge Railings
Mark Heydlauff, City Manager
 - D. Agreement for Fire Protection with Charlevoix Township
Mark Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**

10. 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 City Council

Consent Agenda

Title: City Council Meeting Minutes - August 1, 2022

Date: August 15, 2022

Presented By:

Background:

Recommendation:

Motion to approve the Council meeting minutes as presented.

Attachments:

1. 08.01.2022 DRAFT CC

City of Charlevoix
City Council Regular Meeting minutes
Monday, August 1, 2022 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Kurtz. The Council, staff, and members of the public rose and recited the Pledge of Allegiance.

2. Roll Call

Mayor: Luther Kurtz

Members Present: Greg Bryan, Aaron Hagen, Janet Kalbfell, Mark Knapp, Richard Spring, Phil Parr

Members Absent: None

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Parr, seconded by Spring to approve the consent agenda.

Yeas: Bryan, Hagen, Kalbfell, Knapp, Parr, Spring

Nays: None

Absent: None

Motion carried.

A. City Council Meeting Minutes - July 18, 2022

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

Motion to approve the accounts payable and payroll check registers.

07/15/2022	Special Accounts Payable Run	\$15,000.00
07/22/2022	Payroll (net pay)	\$140,073.88
07/22/2022	Payroll Transmittal Checks	\$5,368.74
07/25/2022	Special Accounts Payable Run	\$74,602.77
08/02/2022	Regular Accounts Payable	\$257,959.89
05/16/2022 - 05/31/2022	ACH/Wire Payments	\$344,988.28
Grand Total		\$901,230.12
To view the entire accounts payable and payroll check registers, please click here.		

C. MERS 2022 Officer and Employee Delegate Certification Form

Motion to approve the MERS 2022 Officer and Employee Delegate Certification Form.

D. Change of Employee Life and Disability Insurance Carrier

Motion to approve the change in employee life and disability insurance carriers to The Hartford with the new policy to begin October 1, 2022.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

- * McSaubas Day Camp had a Covid outbreak and had to close for a day
- * Met with MDOT regarding pedestrian safety and traffic flow crosswalks configurations
- * Touring St Mary's Cement Plant next week
- * Will be a mentor for Leadership Charlevoix County

C. Mayor and Council Comments

9. Other Council Business

A. Closed Session: Annual Evaluation of City Manager (pursuant to MCL 15.268(1a))

Motion by Hagen, seconded by Kalbfell to enter Closed Session (pursuant to MCL 15.268(a)) for the purpose of conducting the annual evaluation of the City Manager pursuant to his request.

Motion carried by unanimous voice vote (6:11 pm).

Motion by Parr, seconded by Kalbfell to return to open session.

Motion carried by unanimous voice vote (7:14 pm).

Motion by Knapp, seconded by Kalbfell to approve the 7th Amendment to Mark L. Heydlauff's employment agreement.

Motion carried by unanimous voice vote.

Motion by Spring, seconded by Kalbfell to approve the Closed Session minutes of August 1, 2022 as read.

Motion carried by unanimous voice vote.

10. Adjourn

Mayor Kurtz adjourned the meeting at 7:16 pm.

Sarah J. Dvoracek

City Clerk

Luther Kurtz

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: August 15, 2022

Presented By:

Background:

Recommendation:

Motion to approve the Accounts Payable and Payroll Check Registers as presented.

Attachments:

1. Check Registers - 08-15-22 Agenda

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/30/2022	08/05/2022	137104	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	960.00
07/30/2022	08/05/2022	137105	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
07/30/2022	08/05/2022	137105	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	418.07
07/30/2022	08/05/2022	137106	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
07/30/2022	08/05/2022	137107	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,040.00
07/30/2022	08/05/2022	137108	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	678.21
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	293.14
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 7/30/	55.64
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 7/30/20	4.80
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	36.78
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 7/30	10.28
07/30/2022	08/05/2022	137109	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 7/30/2	3.33
07/30/2022	08/05/2022	137110	MI STATE DISBURSEMENT	9012	FRIEND OF THE COURT Pay Pe	116.55
07/30/2022	08/05/2022	137111	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 7	251.25
07/30/2022	08/05/2022	137112	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,572.85
Grand Totals:		15				5,619.99

km

Summary of Check Registers & ACH Payments HUNTINGTON NATIONAL BANK - CHECKS ISSUED

08/05/22 Payroll Transmittal Checks	\$ 5,619.99
08/05/22 Payroll (net pay)	\$ 143,856.60
08/16/22 Regular Accounts Payable	\$ 550,879.92
Checks Sub-Total:	\$ 700,356.51

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

08/01/22 MI Public Power Agency	\$ 16,784.51
08/03/22 AMG Payment Solutions	\$ 1,157.39
08/03/22 Payment Service Network Inc.	\$ 257.95
08/05/22 IRS (Payroll Tax Deposit)	\$ 51,641.48
08/05/22 Alerus Financial (HCSP)	\$ 350.00
08/05/22 State of MI (Withholding Tax)	\$ 7,870.81
08/05/22 Vantagepoint (401 Plan)	\$ 957.68
08/05/22 Vantagepoint (457 Plan)	\$ 20,517.54
08/05/22 Vantagepoint (Roth IRA)	\$ 1,055.76
08/08/22 MI Public Power Agency	\$ 25,650.29
08/09/22 State of MI (Sales Tax)	\$ 37,294.54
08/10/22 DTE Energy	\$ 2,578.07
ACH Sub-Total:	\$ 166,116.02

Huntington National Bank Total: \$ 866,472.53

CHARLEVOIX STATE BANK - CHECKS ISSUED (PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

07/28/22 Special A/P Tax Disbursement	\$ 1,353,318.30
Charlevoix State Bank Total:	\$ 1,353,318.30
Grand Total:	\$ 2,219,790.83

APPROVED:


CITY MANAGER


CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/30/2022	PC	08/05/2022	35753	FLANDERS, FRANCIS B.	90		44.04
07/30/2022	PC	08/05/2022	35754	BRYAN, BRENDA L.	91		46.17
07/30/2022	PC	08/05/2022	35755	HEYDLAUFF, MARK L.	102		3,357.94
07/30/2022	PC	08/05/2022	35756	DVORACEK, SARAH J.	105		2,302.83
07/30/2022	PC	08/05/2022	35757	DEROSIA, PATRICIA E.	107		524.32
07/30/2022	PC	08/05/2022	35758	DOTSON, LINDSEY J.	109		1,420.37
07/30/2022	PC	08/05/2022	35759	KLOOSTER, ALIDA K.	121		2,246.07
07/30/2022	PC	08/05/2022	35760	BARNEVELD, RICHELLE	123		1,235.98
07/30/2022	PC	08/05/2022	35761	SCHULZ, GINNY L.	125		1,524.14
07/30/2022	PC	08/05/2022	35762	BRADLEY, KATHLEEN R.	126		1,187.58
07/30/2022	PC	08/05/2022	35763	MILLER, FAITH G.	142		368.93
07/30/2022	PC	08/05/2022	35764	MCGINN, KELLY A.	146		2,792.60
07/30/2022	PC	08/05/2022	35765	DOAN, GERARD P.	201		2,512.66
07/30/2022	PC	08/05/2022	35766	SCHOLEY, ROBERT W.	204		2,277.95
07/30/2022	PC	08/05/2022	35767	UMULIS, MATTHEW T.	205		1,704.87
07/30/2022	PC	08/05/2022	35768	ORBAN, BARBARA K.	209		1,590.11
07/30/2022	PC	08/05/2022	35769	RILEY, DENISE M.	213		567.62
07/30/2022	PC	08/05/2022	35770	MUNK, CHRISTOPHER J.	215		2,002.95
07/30/2022	PC	08/05/2022	35771	SCHICK, TIELER R.	216		2,093.85
07/30/2022	PC	08/05/2022	35772	STEWART, MORGAN J.	217		2,026.23
07/30/2022	PC	08/05/2022	35773	YOUNG, KRISTEN L.	230		1,903.23
07/30/2022	PC	08/05/2022	35774	BINGHAM, LARRY E.	240		874.45
07/30/2022	PC	08/05/2022	35775	MACGILLIVRAY, ROGER	244		788.46
07/30/2022	PC	08/05/2022	35776	WESTRICK, AARON J.	246		1,093.11
07/30/2022	PC	08/05/2022	35777	DOTSON, WILLIAM R.	249		449.69
07/30/2022	PC	08/05/2022	35778	WURST, RANDALL W.	411		1,724.26
07/30/2022	PC	08/05/2022	35779	HILLING, NICHOLAS A.	413		1,834.52
07/30/2022	PC	08/05/2022	35780	MEIER III, CHARLES A.	421		1,542.12
07/30/2022	PC	08/05/2022	35781	ZACHARIAS, STEVEN B.	422		2,021.22
07/30/2022	PC	08/05/2022	35782	NEWMAN, MARK J.	424		2,271.62
07/30/2022	PC	08/05/2022	35783	LOUGHMILLER, JOHN A.	425		1,794.32
07/30/2022	PC	08/05/2022	35784	GRIFFITH, JOHN J.	500		2,887.09
07/30/2022	PC	08/05/2022	35785	EATON, BRAD A.	515		2,387.08
07/30/2022	PC	08/05/2022	35786	WILSON, TIMOTHY J.	516		3,295.23
07/30/2022	PC	08/05/2022	35787	LAVOIE, RICHARD L.	519		2,411.28
07/30/2022	PC	08/05/2022	35788	STEVENS, BRANDON C.	521		2,663.42
07/30/2022	PC	08/05/2022	35789	WHITLEY, ANDREW T.	522		2,180.20
07/30/2022	PC	08/05/2022	35790	DRAVES, MARTIN J.	523		2,851.65
07/30/2022	PC	08/05/2022	35791	FARRELL, MITCHELL L.	524		1,866.36
07/30/2022	PC	08/05/2022	35792	ANDERSON, ELIZABETH	526		1,338.42
07/30/2022	PC	08/05/2022	35793	KENWABIKISE, DAVID L.	528		1,184.64
07/30/2022	PC	08/05/2022	35794	ELLIOTT, PATRICK M.	600		3,116.62
07/30/2022	PC	08/05/2022	35795	SCHWARTZFISHER, JOS	603		1,581.84
07/30/2022	PC	08/05/2022	35796	BRADLEY, KELLY R.	614		1,557.59
07/30/2022	PC	08/05/2022	35797	HART II, DELBERT W.	616		1,774.13
07/30/2022	PC	08/05/2022	35798	JONES, ROBERT F.	618		1,725.11
07/30/2022	PC	08/05/2022	35799	THORP JR, WILLIAM D.	623		1,871.44
07/30/2022	PC	08/05/2022	35800	LEITNER, RYAN S.	624		1,777.12
07/30/2022	PC	08/05/2022	35801	FERGUSON, ROYCE L.	625		2,459.82
07/30/2022	PC	08/05/2022	35802	REID, ROB A.	632		1,409.88
07/30/2022	PC	08/05/2022	35803	DORAN, JUSTIN J.	634		2,265.74
07/30/2022	PC	08/05/2022	35804	FREY, DYLAN V.	643		1,166.44
07/30/2022	PC	08/05/2022	35805	HART III, DELBERT W.	657		773.76
07/30/2022	PC	08/05/2022	35806	CONWAY, JAKE P.	658		963.36
07/30/2022	PC	08/05/2022	35807	PERSONS, CHLOE M.	659		832.48
07/30/2022	PC	08/05/2022	35808	CONWAY, ANNEMARIE	668		518.41
07/30/2022	PC	08/05/2022	35809	FINNERTY, HOLLY E.	669		792.15

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/30/2022	PC	08/05/2022	35810	MUMICH, BARRY J.	671		1,024.72
07/30/2022	PC	08/05/2022	35811	WOOD, DIANA G.	688		729.27
07/30/2022	PC	08/05/2022	35812	HIGGINS, THERESE M.	689		465.83
07/30/2022	PC	08/05/2022	35813	MOOAR, ISAAK S.	690		1,059.36
07/30/2022	PC	08/05/2022	35814	CRANDELL, ZACKARY R.	691		817.95
07/30/2022	PC	08/05/2022	35815	FRANCE JR, JAMES A.	695		946.05
07/30/2022	PC	08/05/2022	35816	RABIDEAU, JACOB L.	696		1,062.21
07/30/2022	PC	08/05/2022	35817	KNORR, KENT J.	700		2,157.97
07/30/2022	PC	08/05/2022	35818	ANZELL, BETH A.	702		1,406.11
07/30/2022	PC	08/05/2022	35819	STEWART, SPENCER P.	720		795.37
07/30/2022	PC	08/05/2022	35820	MCDERMOTT, DENNIS J.	732		1,912.15
07/30/2022	PC	08/05/2022	35821	JASURDA, DONALD J.	748		870.15
07/30/2022	PC	08/05/2022	35822	DORST, KRISTA M.	749		836.68
07/30/2022	PC	08/05/2022	35823	PARRISH, SAMANTHA K.	750		726.34
07/30/2022	PC	08/05/2022	35824	MEEHAN, MAXIMUS M.	751		751.38
07/30/2022	PC	08/05/2022	35825	WHITE III, MARCUS W.	754		1,047.91
07/30/2022	PC	08/05/2022	35826	CUNNINGHAM, ABIGAIL A.	759		1,164.61
07/30/2022	PC	08/05/2022	35827	JAREMA, CAROLINE J.	760		811.65
07/30/2022	PC	08/05/2022	35828	PRIMAK, JACOB L.	761		430.15
07/30/2022	PC	08/05/2022	35829	CURTIS, LILY E.	770		942.95
07/30/2022	PC	08/05/2022	35830	MAY, MEREDITH A.	771		1,296.22
07/30/2022	PC	08/05/2022	35831	PETROSKY, JACOB D.	772		1,029.36
07/30/2022	PC	08/05/2022	35832	SPRAGUE, CHEYENNE L.	773		886.99
07/30/2022	PC	08/05/2022	35833	GERLACH, MAREN R.	775		1,023.67
07/30/2022	PC	08/05/2022	35834	MAY, MADALYNE M.	777		810.41
07/30/2022	PC	08/05/2022	35835	LEDUC, NATHAN A.	778		526.58
07/30/2022	PC	08/05/2022	35836	BOLLMANN, JOSIE J.	779		1,015.12
07/30/2022	PC	08/05/2022	35837	PETROSKY, TAYLOR G.	780		612.92
07/30/2022	PC	08/05/2022	35838	KIRINOVIC, THOMAS F.	790		419.36
07/30/2022	PC	08/05/2022	35839	WAGNER, KIRSTEN M.	793		775.39
07/30/2022	PC	08/05/2022	35840	SMITH, ELLERY S.	795		239.85
07/30/2022	PC	08/05/2022	35841	COFFEY, JASON J.	798		724.30
07/30/2022	PC	08/05/2022	35842	DRENTH, DOUGLAS A.	838		969.30
07/30/2022	PC	08/05/2022	35843	GILL, DAVID R.	856		1,046.66
07/30/2022	PC	08/05/2022	35844	LABLANCE, MAUREEN J.	863		277.98
07/30/2022	PC	08/05/2022	35845	LIVINGSTON, BRIAN D.	866		1,948.83
07/30/2022	PC	08/05/2022	35846	STANLEY, MARK J.	867		31.17
07/30/2022	PC	08/05/2022	35847	KLOOSTER, PATRICK H.	868		435.21
07/30/2022	PC	08/05/2022	35848	WAY, KRISTINA M.	870		146.83
07/30/2022	PC	08/05/2022	35849	DIETRICH, ARLENE M.	871		721.78
07/30/2022	PC	08/05/2022	35850	PARKER, SCOTT W.	873		127.44
07/30/2022	PC	08/05/2022	35851	PETROSKY, TIMOTHY D.	874		91.18
07/30/2022	PC	08/05/2022	35852	WYMAN, MATTHEW A.	927		2,209.72
07/30/2022	PC	08/05/2022	35853	MILLER, WILLIAM S.	933		1,812.73
07/30/2022	PC	08/05/2022	35854	DOUGLAS, MARK	935		1,259.41
07/30/2022	PC	08/05/2022	35855	MCCRANEY, RUSSELL R.	936		1,428.09
07/30/2022	PC	08/05/2022	35856	FRATRICK, JOSEPH W.	940		1,004.15
07/30/2022	PC	08/05/2022	35857	PAALMAN, STEPHEN J.	942		601.85
07/30/2022	PC	08/05/2022	35858	STEVENS, WILLIAM J.	951		1,038.01
07/30/2022	PC	08/05/2022	137099	TIMMS, ROBERT N	92		46.17
07/30/2022	PC	08/05/2022	137100	FERUCCI, ENZO C.	248		749.53
07/30/2022	PC	08/05/2022	137101	MORRISON, KEVIN P.	601		1,751.62
07/30/2022	PC	08/05/2022	137102	SNYDER, JACOB M.	756		866.83
07/30/2022	PC	08/05/2022	137103	COX, RONALD L.	869		197.66
Grand Totals:			111				143,856.60

Check Number	Payee	Amount
08/16/2022		
137113	ACE HARDWARE	2,510.85
137114	ALL-PHASE ELECTRIC SUPPLY CO	409.76
137115	AMAZON CAPITAL SERVICES	5,830.36
137116	APX INC	31.80
137117	ART'S AUTO & TRUCK PARTS	1,381.44
137118	AT YOUR SERVICE PLUS INC	450.00
137119	AVFUEL CORPORATION	307,510.27
137120	BAKER VEHICLE SYSTEMS INC	344.99
137121	BANDIT INDUSTRIES INC	447.32
137122	BARRON TITLE AGENCY	127.78
137123	BARTLETT, DEBRA	295.50
137124	BELL EQUIPMENT COMPANY	2,673.61
137125	BOSS LANDSCAPE & SUPPLY	48.50
137126	BRADLEY, KELLY R.	14.00
137127	CARQUEST OF CHARLEVOIX	2,095.85
137128	CENTRAL CLEANING SYSTEMS	79.50
137129	CENTRAL DRUG STORE	101.14
137130	CHARLEVOIX LAVENDER	79.00
137131	CHARLEVOIX SCREEN MASTERS INC	1,747.29
137132	CHARLEVOIX TOWNSHIP TREASURE	88.17
137133	CHARTER COMMUNICATIONS OPERA	220.96
137134	CINTAS	152.34
137135	CINTAS CORPORATION	390.47
137136	CITY OF CHARLEVOIX - UTILITIES	53,660.74
137137	CLAFLIN, LISA	145.50
137138	CONWAY PROFESSIONAL SERVICES	27,559.00
137139	COOPER, MELANIE SUE	161.00
137140	COTTAGE POTTERY	690.00
137141	DHASELEER, CARL	317.00
137142	DUTCH OVEN BAKERY, THE	472.00
137143	DVORACEK, SARAH	88.49
137144	ECONO SIGNS LLC	3,158.39
137145	ELLSWORTH FARMERS EXCHANGE	675.04
137146	EVANS, ERIN	93.26
137147	FARMER WHITE'S	539.00
137148	GANNETT HOLDINGS- OHIO	239.20
137149	GOLDEN HILLS MAPLE SYRUP	27.00
137150	GORDON FOOD SERVICE	512.88
137151	GRAINGER	397.66
137152	GRAND TRAVERSE SAUCE COMPANY	59.00
137153	GUNTZVILLER, RHONDA	826.00
137154	GUYETTE, KELLY	40.19
137155	HABEL, CHARMAIN	585.00
137156	HACH COMPANY	1,951.63
137157	HAGEN, MADISON	213.76
137158	HARBOR HOUSE PUBLISHERS	5,346.80
137159	HART II, DELBERT W.	95.75
137160	HEYDLAUFF, MARK L.	333.75

Check Number	Payee	Amount
137161	HUGH'S EXCAVATING LLC	2,148.00
137162	HUTSON INC	1,252.56
137163	HYDE SERVICES LLC	680.73
137164	HYDROCORP	1,125.00
137165	INTEGRITY BUSINESS SOLUTIONS	637.19
137166	IPS GROUP INC	2,234.39
137167	IRWIN, DOROTHY	61.56
137168	JACK DOHENY COMPANY	215.91
137169	JOHNSON, CHARLES	44.28
137170	KROLL, BRENDA	60.00
137171	KSS ENTERPRISES	2,433.13
137172	LANDSCAPE FORMS INC	3,825.00
137173	LOTTIE'S BAGELS	196.00
137174	MACHER, FRANK	936.34
137175	MANTHEI CONSTRUCTION	25.46
137176	MAY, TIM	55.00
137177	MCCARDEL CULLIGAN-PETOSKEY	109.00
137178	MCLAREN CORPORATE SERVICES S	100.00
137179	MICHIGAN ASSOCIATION OF PLANNIN	675.00
137180	MICHIGAN MUNICIPAL LEAGUE	15,888.00
137181	MIKE'S MUSTARD	123.00
137182	MISSION COMMUNICATIONS LLC	881.86
137183	MURRAY'S CREATIONS	2,002.50
137184	MUSTANG TOOL SERVICE	257.15
137185	NAVIA BENEFIT SOLUTIONS	50.00
137186	NORTHERN FORGE AND FABRICATIO	1,167.23
137187	OLESON'S FOOD STORES	84.13
137188	OLSON BZDOK & HOWARD	5,781.50
137189	OSTLUND PEST CONTROL NORTH IN	435.00
137190	POWER LINE SUPPLY	10,644.28
137191	PREIN & NEWHOF	2,292.00
137192	PROVIDENCE FARM LLC	465.00
137193	Q1 SPORT	359.00
137194	QUILL LLC	610.18
137195	RCL CONSTRUCTION CO INC	43,423.10
137196	REHMANN	10,200.00
137197	ROTARY CLUB OF CHARLEVOIX	37.50
137198	SANDLER, JANNE	30.00
137199	SCHMIEGE, LIZA	50.12
137200	SCIENTIFIC BRAKE - GAYLORD	186.64
137201	SHARROW MASONRY INC	2,376.00
137202	SNAP-ON	95.00
137203	SPARTAN DISTRIBUTORS INC	104.64
137204	SPEED WRENCH INC	4,049.31
137205	SUMMIT FIRE PROTECTION	660.00
137206	SWEET MARIA'S LLC	168.00
137207	TARGET SPECIALTY PRODUCTS	687.00
137208	TEA TIME AND TRAVEL	109.00
137209	TERMINAL SUPPLY CO	201.27

Check Number	Payee	Amount
137210	TILLIE'S TAFEL	115.00
137211	TKM CONCESSIONS LLC	150.00
137212	TRACE ANALYTICAL LABORATORIES I	283.00
137213	TRANSUNION RISK AND ALTERNATIV	75.00
137214	UNIFIRST CORPORATION	1,022.69
137215	USABBLUEBOOK	1,232.35
137216	VILLAGE GRAPHICS INC	263.00
137217	WEST MARINE PRO	84.98
137218	ZIXCORP	2,202.00
Total 08/16/2022:		550,879.92
Grand Totals:		550,879.92

Check Number	Payee	Amount
08/01/2022		
80122001	MICHIGAN PUBLIC POWER AGENCY	16,784.51
Total 08/01/2022:		16,784.51
Grand Totals:		16,784.51

Check Number	Payee	Amount
08/03/2022		
80322001	AMG PAYMENT SOLUTIONS	1,157.39
80322002	PAYMENT SERVICE NETWORK INC.	257.95
Total 08/03/2022:		1,415.34
Grand Totals:		1,415.34

Check Issue Date	Check Number	Payee	Amount
80522001			
08/05/2022	80522001	**EFTPS* Payroll Taxes	13,390.10
08/05/2022	80522001	**EFTPS* Payroll Taxes	13,390.10
08/05/2022	80522001	**EFTPS* Payroll Taxes	3,131.60
08/05/2022	80522001	**EFTPS* Payroll Taxes	3,131.60
08/05/2022	80522001	**EFTPS* Payroll Taxes	18,598.08
Total 80522001:			
	5		51,641.48
80522002			
08/05/2022	80522002	Alerus Financial	350.00
Total 80522002:			
	1		350.00
80522003			
08/05/2022	80522003	STATE OF MICHIGAN	7,870.81
Total 80522003:			
	1		7,870.81
80522004			
08/05/2022	80522004	Vantagepoint - 401 Plan 109153	957.68
Total 80522004:			
	1		957.68
80522005			
08/05/2022	80522005	Vantagepoint - 457 Plan 300959	4,525.00
08/05/2022	80522005	Vantagepoint - 457 Plan 300959	2,657.25
08/05/2022	80522005	Vantagepoint - 457 Plan 300959	4,284.80
08/05/2022	80522005	Vantagepoint - 457 Plan 300959	9,050.49
Total 80522005:			
	4		20,517.54
80522006			
08/05/2022	80522006	Vantagepoint - Roth IRA 706117	1,055.76
Total 80522006:			
	1		1,055.76
Grand Totals:			
	13		82,393.27



Check Number	Payee	Amount
08/08/2022		
80822001	MICHIGAN PUBLIC POWER AGENCY	25,650.29
Total 08/08/2022:		25,650.29
Grand Totals:		25,650.29

Check Number	Payee	Amount
08/09/2022		
80922001	STATE OF MICHIGAN	37,294.54
Total 08/09/2022:		37,294.54
Grand Totals:		37,294.54

Check Number	Payee	Amount
08/10/2022		
81022001	DTE ENERGY	2,578.07
Total 08/10/2022:		2,578.07
Grand Totals:		2,578.07

Check Number	Payee	Amount
07/28/2022		
3838	CHARLEVOIX COUNTY TREASURER	2,024.26
3839	CHARLEVOIX COUNTY TREASURER	379,392.15
3840	CHARLEVOIX DISTRICT LIBRARY	531.77
3841	CHARLEVOIX PUBLIC SCHOOLS	442,436.18
3842	CHARLEVOIX PUBLIC SCHOOLS	29,497.99
3843	CHARLEVOIX PUBLIC SCHOOLS	34,862.04
3844	CHARLEVOIX PUBLIC SCHOOLS	8,123.33
3845	CHARLEVOIX PUBLIC SCHOOLS	14,702.07
3846	CHARLEVOIX-EMMET ISD	1,262.45
3847	CITY OF CHARLEVOIX - TAXES DUE	432,398.13
3848	LAKE CHARLEVOIX EMS AUTHORITY	468.63
3849	LOANCARE	18.48
3850	RECREATIONAL AUTHORITY	102.79
3851	STATE OF MICHIGAN	7,498.03
Total 07/28/2022:		1,353,318.30
Grand Totals:		1,353,318.30

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Charlevoix City Council

Consent Agenda

Title: Resolution to Adopt the Annual Exemption Option in PA 152 for the 2022-23 Medical Benefit Plan Coverage Year

Date: August 15, 2022

Presented By:

Background:

Public Act 152 (PA 152) or the Publicly Funded Health Insurance Contribution Act limits the amount public employers pay toward employee medical benefits. The City has three options for complying with the requirements of PA 152, which it must do on an annual basis. The three options are:

1. “Hard Cap” Option – limits the amount the City may contribute annually to employees’ medical benefit plans based on coverage levels, as defined by the State Treasury on an annual basis. The contribution limits for CY 2022 are included in your agenda packets.
2. “80%/20%” Option – limits the City’s share of total annual health care costs to not more than 80%. This option requires a majority vote by the Council annually.
3. “Exemption” or “Opt Out” Option – the City may exempt itself from the requirements of PA 152 by an annual 2/3 vote of Council.

Since the law has been in effect, Council has voted unanimously to exempt the City from the requirements of PA 152. For the upcoming 2022-23 medical benefit plan coverage year which starts October 1st, staff recommends Council again vote to exempt the City from the PA 152 requirements.

The City of Charlevoix uses a hybrid approach to sharing costs with employees. Non-union, POLC, and CWA employees will pay 20% for the higher cost \$500 deductible plan and 5% for the lower cost HSA plan.

For the 2022-23 insurance plan year, the City will still maintain two insurance plans. There are currently 4 employees on the higher cost \$500/\$1000 deductible plan, 38 employees on the lower cost HSA plan, 2 employees who only elect Dental and Vision services only, and 4 employees that Opt-Out of health insurance.

The HSA plan was modified this year from a POS plan to an HMO plan in order to reduce the impact of the increased premiums on the City and employees. Premiums for this plan increased by 8.4%. The out-of-pocket maximum and deductible amounts remained the same. The City contributions to the HSA plan remain the same: the single employee plan participants will receive \$1,550 and the double or family plan participants will receive \$3,100.

The higher cost \$500/\$1000 plan was also modified from a POS plan to an HMO plan this year in order to reduce the impact of the increased premiums on the City and employees. Premiums for this plan increased by 7.8%.

Recommendation:

Motion to approve Resolution 2022-08-01 adopting the annual exemption option as set forth in PA 152 for the City's medical benefit plan coverage year October 1, 2022 through September 30, 2023 in order to comply with the requirements of PA 152.

Attachments:

1. Resolution 2022-08-01 PA 152
2. 2022-23 Public_Employer_Contributions_to_Medical_Benefit_Plans_Annual_Cost_Limitations

**CITY OF CHARLEVOIX
RESOLUTION NO. 2022-08-01**

**RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

- 1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body; and

WHEREAS, the City Council has decided to adopt the annual Exemption option as its choice of compliance under the Act.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2022 through September 30, 2023.

RESOLVED this 15th day of August, 2022 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Absent:



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

RACHAEL EUBANKS
STATE TREASURER

March 22, 2022

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2023**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2022, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$7,304.51 times the number of employees and elected public officials with single-person coverage
- \$15,276.01 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$19,921.45 times the number of employees and elected public officials with family coverage.

The limits for 2023 equal the 2022 limits increased by **1.3 percent**. The 1.3 percent is the percentage change in the medical care component from the period March 2020-February 2021 to the period March 2021-February 2022.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2023, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$7,399.47 times the number of employees and elected public officials with single-person coverage
- \$15,474.60 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$20,180.43 times the number of employees and elected public officials with family coverage.

Rachael Eubanks

Rachael Eubanks
State Treasurer

March 22, 2022

Charlevoix City Council

Consent Agenda

Title: Approval of Employee Health Insurance Plans

Date: August 15, 2022

Presented By:

Background:

The Health Care Insurance Committee, which consists of representatives from our labor unions and management met to review and discuss employee health insurance plan comparisons presented by Korthase Flinn.

The renewal of our current health insurance plans would represent a steep increase of 16.5% and 16.3%. After comparing the plans, the committee came to a unanimous decision to offer the following HMO plans, which are less of an increase at 7.8% and 8.4%. Employees can choose between an HMO Traditional plan or an HMO HSA plan:

1. Priority Health HMO Traditional
2. Priority Health HMO HSA

The difference between the current health insurance plan and the proposed HMO plans is that the employees will have to pay all expenses if they select an out-of-network provider or facility; however, 98% of providers are in the HMO network. In rare instances, employees may request and obtain prior approval to go to an out-of-network provider or facility. This information will be communicated to employees at an Open Enrollment session at the end of the month. The dramatic cost increases came after abnormally high utilization over the past year.

Recommendation:

Motion to approve the Priority Health HMO HSA and Priority Health HMO Traditional Health Insurance Plans, effective October 1, 2022.

Attachments:

1. Health Insurance Plan Comparisons

2022/23 City of Charlevoix POS Traditional Plan Options

Additional POS 1000 and 1500 options, Corrected Coinsurance and OOP Max for Virtual Care

Carrier	Option Label	PLAN	DEDUCTIBLE Individual/Family	% COPAY AFTER Deductible	OUT-OF-POCKET MAX Ind/Fam	COPAYS: Office Visit /SPECIALIST /Urgent Care /ER/Imaging (Aft. After Deductible)	Rx Copays: Tier 1/2 (Generic), Tier 3/4 (Brand), Tier 4/5 (Specialty)	Single	Two Person	Family	
		CURRENT POS Traditional 500	\$500/\$1000	20% to \$2000/\$4000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$642.15	\$1,412.73	\$1,862.23	CURRENT
	Renewal	POS Traditional	\$500/\$1000	20% to \$2000/\$4000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$748.16	\$1,645.95	\$2,169.67	16.5%
	10	HMO Traditional	\$500/\$1000	20% to \$2000/\$4000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$692.10	\$1,522.62	\$2,007.09	7.8%
	11	HMO Traditional	\$1000/\$2000	20% to \$2500/\$5000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$652.03	\$1,434.46	\$1,890.89	1.5%
Priority Health	12	POS Traditional	\$1000/\$2000	20% to \$2500/\$5000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$704.67	\$1,550.27	\$2,043.55	9.7%
	13	POS Traditional	\$1500/\$3000	20% to \$2500/\$5000	\$7,350/\$14,700	\$15/\$30/\$75/\$150AD/\$150AD Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$677.44	\$1,490.36	\$1,964.58	5.5%
	14	POS Virtual Care First	\$500/\$1000	20%	\$8,550/\$17,100	Care is at no cost when sought virtually, otherwise services apply to deductible Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$652.51	\$1,435.52	\$1,892.28	1.6%
	15	POS Virtual Care First	\$1000/\$2000	20%	\$8,550/\$17,100	Care is at no cost when sought virtually, otherwise services apply to deductible Diabetic Services and Supplies: 100% Labs: 100%	\$15/\$15/\$50/\$80/\$50/\$80	\$615.52	\$1,354.14	\$1,785.01	-4.1%

City of Charlevoix Health Benefits Review Effective 10/1/2023

rev: 7/22/2022



Coverage descriptions are only selected highlights of In-Network Benefits. Refer to Plan descriptions for complete coverage.

Carrier	Option Label	PLAN	DEDUCTIBLE Individual/Family	% COPAY AFTER Deductible	OUT-OF-POCKET MAX Ind/Fam	COPAYS: Office Visit /SPECIALIST /Urgent Care (Ad. After Deductible)	Rx Copays: Tier 1A/1B(Generics), Tier 2/3(Brand), Tier 4/5(Specialty)	Single	Two Person	Family	
Priority Health		CURRENT POS HSA	\$1,500/\$3,000	20%	\$2500/\$5000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$497.18	\$1,093.79	\$1,441.82	CURRENT
	Renewal	POS HSA	\$1,500/\$3,000	20%	\$2500/\$5000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$578.13	\$1,271.88	\$1,676.58	16.3%
	1	HMO HSA	\$1,500/\$3,000	20%	\$2500/\$5000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$539.13	\$1,186.08	\$1,563.48	8.4%
	2	HMO HSA	\$1,500/\$3,000	20%	\$4000/\$8000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$504.49	\$1,109.87	\$1,463.02	1.5%
	3	POS HSA	\$1,500/\$3,000	20%	\$4000/\$8000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$540.78	\$1,189.71	\$1,566.26	8.8%
BCRSM PPO	4	Simply Blue PPO HSA	\$1,400/\$2,800	20%	\$4,000/\$8000	Deductible-Coinsurance	Deduct & \$15/\$50/\$70-\$100	\$456.12	\$1,094.68	\$1,368.35	-3.7%
	5	Simply Blue PPO HSA	\$2,000/\$4,000	0%	\$4,000/\$8000	Deductible-Coinsurance	Deduct & \$15/\$50/\$70-\$100	\$482.52	\$1,158.04	\$1,447.54	1.8%
BCN POS	6	BEP POS HSA	\$1,500/\$3,000	0%	\$4,000/\$8000	Deductible-Coinsurance	Deduct & \$6/\$25/\$50/\$80/20%/20%	\$475.66	\$1,141.58	\$1,426.97	0.4%
	7	BEP POS HSA	\$2,000/\$4,000	0%	\$4,000/\$8000	Deductible-Coinsurance	Deduct & \$6/\$25/\$50/\$80/20%/20%	\$448.33	\$1,076.00	\$1,345.01	-5.4%
BCN HMO		BCN HMO HSA	\$1,500/\$3,000	20%	\$4,000/\$8000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$482.33	\$1,003.79	\$1,256.70	11.7%
		BCN HMO HSA	\$2,000/\$4,000	0%	\$4,000/\$8000	Deductible-Coinsurance Diabetic Services and Supplies: 100%AD	Deduct & \$15/\$15/\$50/\$80/\$50/\$80	\$446.40	\$1,071.37	\$1,339.22	5.8%

Charlevoix City Council

All Other Actions and Requests

Title: Commercial and Residential Cross Connection Control Contract with Hydrocorp

Date: August 15, 2022

Presented By: Pat Elliott, Public Works Superintendent

Background:

As per the Michigan Department of Energy, Great Lakes, and the Environment (EGLE) requirements, we are obligated to have a commercial cross connection control program in effect and annually report our findings to them. We are now required to have a residential program in effect as well. This was noted in the Water System Sanitary Survey that was conducted by EGLE in June of this year. By the end of March 2023, we need to submit to EGLE our implementation plan for the residential portion of this program.

The purpose of a cross connection control program is ultimately to protect our drinking water from any contaminants being inadvertently introduced to our distribution system. In very simple terms, an example of a cross connection would be a residential irrigation system. All irrigation systems are required to have a back flow prevention device between the potable water entering the irrigation and the irrigation piping itself. There are many more examples, but this is one of the more common scenarios within a community.

We have worked with Hydrocorp for a number of years now and have always been in full compliance with all requirements relative to the commercial portion of this program. The contract for the commercial portion is due to expire soon and over the last month, I have been working with them on how to implement the residential portion into the new contract. Please see the attachment.

By approving this contract with Hydrocorp, and submitting it to EGLE, we will have met their deadline for the required compliance.

Recommendation:

Motion to approve the contract with Hydrocorp, as presented for \$24,924 annually for two years, and authorize the City Manager to sign the contract documents.

Attachments:

1. Charlevoix_Res_EXT_Proposal_2022

PROPOSAL

DEVELOPED FOR

Pat Elliott

City of Charlevoix

229 Stover

Charlevoix, MI 49720

July 29, 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

QUALIFICATIONS 11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Charlevoix. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **75** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Annually, perform a minimum of **275** initial inspections, compliance inspections, and re-inspections at individual residential and multi-family residential home served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only.
3. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
4. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
5. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
6. Submit comprehensive management reports on a quarterly basis.
7. Conduct an annual review meeting to discuss overall program status and recommendations.
8. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
9. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
10. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
11. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 2,077.00	Annual Amount: \$ 24,924.00	Contract Total: \$ 49,848.00
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Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 2,077.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between the City of Charlevoix organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Residential
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **150 Non-Residential and 550 Residential** inspections over a **two – (2) year contract**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **600** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on September 1, 2022 and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement the Utility will have the option to automatically renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$2,077.00 per month, \$24,924.00 annually, for a two - year contract total of \$49,848.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such



court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Charlevoix
c/o Pat Elliot
229 Stover
Charlevoix, MI 49720
(231) 547-3275

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Charlevoix

By:

Title:

HydroCorp



By: Paul M. Patterson

Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Charlevoix City Council

All Other Actions and Requests

Title: Deer Management

Date: August 15, 2022

Presented By: Mark Heydlauff, City Manager

Background:

We have been receiving complaints and concerns from residents for several years. Last October, Council held a public hearing on the question of whether to move forward with the long-prepared plan for a deer cull. We had a representative from the USDA on hand to discuss the details of the approach and Chief Doan had prepared all the background needed to do this. At that time, Council opted not to move forward. Does Council wish to revisit this issue? The circumstances in the deer population have no doubt been unchanged since that time.

Per Council's last discussion of this item, I did reach out to the LTBB Tribal Natural Resources Department on this topic but did not receive any information.

Recommendation:

Council discussion and direction.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Agreement with MDOT to Strip Paint and Seal Bridge Railings

Date: August 15, 2022

Presented By: Mark Heydlauff, City Manager

Background:

As Council is aware, maintenance and weathering in the past few years have caused significant deterioration of the paint on the bridge railings. Additionally, updated paint standards by both the Army Corps of Engineers and MDOT have eliminated the once desired "downtown green" for public structures (with the superstructure of the bridge and the safety railings in the channel now being painted safety blue). In preparation of another rehab of the bridge during the winter of 2023-2024, MDOT has offered to strip the existing green paint and clear coat the metal in accord with their standard maintenance practices. This will leave the bridge hardware a dull-metallic look but should be relatively maintenance free for years to come.

In addition, the City will need to agree to remove the lights before October 2023 and install them sometime after construction is complete in 2024. Pursuant to the agreement with MDOT, the City is solely responsible for the lights and they are not an MDOT responsibility.

Recommendation:

Motion to approve the bridge railing agreement with MDOT and direct staff to plan for the removal and reinstallation of lights on the bridge.

Attachments:

1. MDOT Bridge Railing Agreement

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	HIPB 15012
Job Number	214317CON
Contract	22-5352

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLEVOIX, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-31, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning superstructure repair work on structure B01 of 15012 which carries Highway US-31 over the Pine River ; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway US-31 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Decorative bridge railing installation work on Structure B01 of 15012 which carries Highway US-31 over the Pine River; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
2. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.
3. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY.

Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF CHARLEVOIX

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Charlevoix City Council

All Other Actions and Requests

Title: Agreement for Fire Protection with Charlevoix Township

Date: August 15, 2022

Presented By: Mark Heydlauff, City Manager

Background:

In 2017, we ceased operation of our own Fire Department and began a relationship with Charlevoix Township for fire protection. This has been a very successful and mutually beneficial relationship. With the expiration of that original contract earlier this summer, the township looked to restructure the agreements they had with various entities and look toward a potential future regional fire authority. The new contract they have proposed is based on presumed costs in the next two years and is split among different entities based on a formula we first used when we ran the EMS Authority. It will result in a 10% increase in our current year and another increase of 5% in the next year. Ultimately, I believe the approach of contracting for this service with Charlevoix Township remains far and away our best option for providing this service; Chief Thorp and his firefighters do an outstanding job serving our community.

Recommendation:

Motion to approve the fire services contract with Charlevoix Township for 2022-2024 and authorize the City Manager and City Clerk to sign the agreement.

Attachments:

1. Final Fire agreement for 2022-2024

CITY OF CHARLEVOIX AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT is effective as of July 1, 2022, by and between the Township of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “Provider”, and the City of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the Provider maintains an organized and equipped Fire Department and the City desires to have the services of the Provider’s Fire Department; and

WHEREAS, the Provider is willing to cooperate with the City in providing said fire services in consideration for City’s contributing to the expense of equipping and maintaining the Fire Department;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Provider agrees to furnish the City and its residents fire fighting services, utilizing the Provider’s firemen and fire fighting apparatus and equipment owned and operated by said Provider, as the Fire Chief of said Provider shall determine on an “as available” basis. The Fire Chief of the Provider shall determine the number of firemen and the type of equipment which is reasonably necessary to respond to a particular fire or other emergency. The Provider agrees to provide a fire truck and operator to teste evaluate the City’s fire protection water supply systems. Testing shall be done twice a year and should normally be done in April and October of each year. The specific time and date for the testing and evaluating will be mutually agreed to between the parties when each testing period comes due.
2. The fire services described hereunder shall begin at 12:00 a.m. on July 1, 2022 and shall continue for two (2) year(s) thereafter terminating at 11:59 p.m. June 30, 2024. Either party shall have the right to terminate the Agreement only after a substantial breach constituting good cause for termination and only after providing a written notice of intent

to terminate to the other party which shall include a thirty (30) day opportunity to cure any such default or breach.

3. For each one (1) year period of time during which this Agreement shall be in effect, said City agrees to pay to the Provider as follows:

July 1, 2022 – June 30, 2023 \$146,500.00

July 1, 2023 – June 30, 2024 \$153,200.00

The contract price shall be due on July 1st of each year and shall be paid as follows;

- ☐ ___ In annual payments of the entire amount due by July 1st of each year
- ☐ ___ In semi-annual payments equal to one-half of the yearly amount due on July 1st and on January 1st of each year
- ☒ x In quarterly payments equal to one-quarter of the yearly amount due on each July 1st, October 1st, January 1st and April 1st of each year

The contract price shall not be increased except by the agreement in writing of both parties.

4. It is hereby expressly agreed that the Provider, in extending the services of its Fire Department to the City, as herein set forth, is doing so exclusively for the purpose of cooperating with and assisting the City in the City's carrying out of a governmental function. In doing so, the Provider, its agents, and employees in discharging any duty of service as prescribed hereunder shall be construed as engaged in a governmental function of the City and in so doing shall not be construed as being engaged in a propriety endeavor.
5. Any such fire protection service provided hereunder, is subject to prior calls involving property located within the Provider's fire district. The Provider may elect not to respond to a request for fire protection services in the City only if in the judgment of the officer in charge of the Provider's Fire Department a response to a request for fire protection services in the City would immediately jeopardize the Provider's ability to respond to an existing, on-going fire or similar emergency in the Provider's own jurisdiction. However, under such circumstances the Provider shall immediately summon a mutual aid fire company to the City. When a mutual aid fire company is called, the Provider shall not be responsible for any loss or claim which may result from failure to respond promptly to any call for fire protection or service from the City.

6. The Provider agrees to indemnify and hold City harmless from all damages, claims, demands, costs, or expenses which the City or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of Provider or Provider's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
7. The City agrees to indemnify and hold Provider harmless from all damages, claims, demands, costs, or expenses which the Provider or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of City or City's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
8. The fire protection services to be provided under this Agreement are not limited merely to fighting fires but include any emergency situation to which the Provider's Fire Department is authorized by law to respond in its own jurisdiction. This includes, by way of example and not limitation, responding to spills of toxic or hazardous substances, rescue runs, etc. Reference in this Agreement merely to fire calls, responding to a fire or similar terminology shall be broadly construed as to be consistent with this provision. The Provider reserves the right to refuse to perform or provide services which it, in Provider's sole discretion, is not equipped, trained or otherwise capable of providing or which it is legally not authorized to provide.
9. The individuals signing this Agreement on behalf of their municipality expressly state that they have been authorized by appropriate resolution of their municipality's governing body to execute this Agreement.
10. The City agrees that it will, at its sole expense, make available for use by Provider certain vehicles, equipment and facilities used for firefighting and for training. The vehicles and equipment are itemized in the attached List of Equipment. Equipment owned by the City and designated for use by Provider, including the aerial ladder truck, shall be stored in a manner and at a location in the sole discretion of the Chief so as to ensure responsiveness to emergencies. The existing City Fire garage which will be available for use by Provider as a sub-station for the storage of vehicles and equipment and for training purposes.

Notwithstanding the above, City shall remain responsible for providing necessary inspections, maintenance, repair and replacement if necessary of the City's vehicles and equipment which are available for Provider's use. City shall furnish records of completion of inspections, maintenance and repair to Provider. City shall maintain insurance coverage on City-owned vehicles and equipment which is available for use by Provider and shall furnish Provider satisfactory proof of insurance showing that Provider and its firefighters are named as additional insureds under the terms of all such policies.

**CITY OF CHARLEVOIX
(City)**

Dated: _____

By: _____
Mark Heydlauff
Its: City Manager

By: _____
Sarah Dvoracek
Its: Clerk

**CHARLEVOIX TOWNSHIP
(Provider)**

Dated: _____

By: _____
Charles Center
Its: Supervisor

By: _____
Sandra Witherspoon
Its: Clerk

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: August 15, 2022

Presented By:

Background:

A. Water Resources Improvement Authority

I met this past week with some members of the Friends of Ferry Beach Steering Committee. This is a private association of folks interested in the long-term improvement of Ferry Beach. We discussed the possible benefits and process of creating a Water Resources Improvement Authority for that area. It is a TIF statute in state law that allows for the financing of public improvements related to the water front in a given area. In this way, things like storm water management, walkways, pavilions, and other things could be funded through a TIF and managed by an interested board appointed by City Council. We'll continue to explore these options going forward.

B. Pier Walkway Removal

As I reported at your last meeting, we are anticipating the Army Corps of Engineers will be removing the walkway at the pier (broken portion) beginning on Monday.

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: August 15, 2022

Presented By:

Background:

Recommendation:

Attachments:

None