



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, March 15, 2021- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

- A. Alternate Participation via Zoom

2. Roll Call

3. Presentations

- A. Fiber to the Premises (FTTP) Broadband Planning & Analysis
Tom Asp, Power System Engineering

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - March 1, 2021
- B. Accounts Payable and Payroll Check Registers
- C. Planning Commission Resignation - Dennis Halverson
- D. Internal Loan Agreement
- E. Keep Charlevoix Beautiful Watering Agreement

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

- A. Proposed Deck Located at 101 Bridge Street
Mark L. Heydlauff, City Manager and Jonathan Scheel, Zoning Administrator
- B. Report and Partnership Renewal with Visit Charlevoix
Amanda Wilkin, Visit Charlevoix
- C. Donation Proposal: Bridge Street Planter Boxes
Mark L. Heydlauff, City Manager
- D. First Fridays Promotion Request
Lindsey Dotson, Main Street DDA Executive Director
- E. Recreation Master Plan
Kent Knorr, Recreation Director
- F. Dog Park Approval

Kent Knorr, Recreation Director

- G. Ferry Avenue Boat Launch Dock Improvements

Kent Knorr, Recreation Director and Gerard Doan, Chief of Police

- H. Ferry Beach Kayak Launch

Kent Knorr, Recreation Director

- I. Northside Trail Development Engineering Agreement

Mark L. Heydlauff, City Manager

- J. Mayoral Appointments

Luther Kurtz, Mayor

8. Reports and Communications

- A. Public Comment

- B. City Manager's Comments

- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

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CHARLEVOIX CITY COUNCIL

Pledge of Allegiance

TITLE: Alternate Participation via Zoom

DATE: March 15, 2021

BACKGROUND:

This meeting will be held in-person pursuant to the restrictions on masking and capacity as set by the MDHHS. For those who prefer to participate remotely, a Zoom link will be available.

Topic: Charlevoix City Council Remote Participation

Time: Mar 15, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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CHARLEVOIX CITY COUNCIL

Presentations

TITLE: Fiber to the Premises (FTTP) Broadband Planning & Analysis

DATE: March 15, 2021

PRESENTED BY: Tom Asp, Power System Engineering

BACKGROUND:

This project and report were funded by the Michigan Municipal Electric Association (MMEA) through a Rural Business Development Grant (RBDG) from Rural Development, an Agency of the USDA. The project explored the opportunity to provide broadband services over a fiber-to-the-premises (FTTP) network for six MMEA member municipal electric utilities in Michigan (Charlevoix, Eaton Rapids, Grand Haven, Hart, Negaunee, and Norway). Power System Engineering (PSE) created a high-level evaluation of the potential for the City of Charlevoix Electric Department to enter the broadband business as well as a magnitude cost estimate of implementing and operating a broadband business.

The report and presentation presents a framework for potential broadband business models, public-private partnership examples , potential methods to encourage private investment, and other considerations. The financial projections in the analysis are intended to assist Charlevoix in deciding whether or not to investigate broadband any further.

ATTACHMENTS:

- ▣ Charlevoix FTTP Report
- ▣ Charlevoix FTTP Planning Report Summary Presentation



Fiber to the Premises (FTTP) Broadband Planning & Analysis

Prepared for:

City of Charlevoix Electric Department,
Charlevoix Michigan
& the Michigan Municipal Electric Association
(MMEA), Lansing Michigan

Prepared by:

Power System Engineering, Inc.

January 2021

FTTP Broadband Planning & Analysis
for
City of Charlevoix Electric Department
and
Michigan Municipal Electric Association (MMEA)

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1 Fiber to the Premises (FTTP) Broadband Planning Overview

This project and report were funded by the Michigan Municipal Electric Association (MMEA) through a Rural Business Development Grant (RBDG) from Rural Development, an Agency of the USDA. The project explored the opportunity to provide broadband services over a fiber-to-the-premises (FTTP) network for six MMEA member municipal electric utilities in Michigan (Charlevoix, Eaton Rapids, Grand Haven, Hart, Negaunee, and Norway).

Many municipal electric utilities are intrigued by the idea of offering broadband in the community either as an expansion of their own fiber networks or a new venture. The need for this service has intensified due to the COVID-19 pandemic with more work-at-home, remote schooling, video streaming, telemedicine, and other at-home connections than ever. These increases have highlighted weaknesses in our broadband infrastructure, especially in the rural areas of our country. As a response, we have seen federal and state initiatives addressing broadband gaps, and these have ranged from increased availability of construction and operating grants. We expect these grants to continue to expand and possibly include regulatory changes.

Even in response to the COVID-19 pandemic, and given the intensifying pressure on the broadband infrastructure, it is important to conduct a thorough broadband feasibility study and to carefully weigh some key considerations that impact the broadband business. This report is just the first step.

This report provides a high-level review of the potential for the City of Charlevoix Electric Department (Charlevoix) to enter the broadband business as well as a magnitude cost estimate of implementing and operating a broadband business. The financial projections are intended to assist Charlevoix in deciding whether or not to investigate broadband any further. If Charlevoix moves forward, a more detailed analysis is warranted. This report also provides a framework for a potential business model, partnerships, and other considerations. In Section 4, we present key considerations in further tailoring a plan for Charlevoix.

This section provides an overview of FTTP broadband services considerations, including business-level considerations, potential partnerships and alliances, Michigan-specific legislation and opportunities, financial projections for both retail and dark FTTP models, and recommended potential actions to encourage investment.

1.1 Business Considerations

1.1.1 Examine Your Mission

As part of this project, we evaluated cost projections and feasibility for entering in the broadband business. However, cost considerations aside, we want to highlight here a critical first step in determining whether or not to enter into the broadband market (or to act as a facilitator to advance services), and that is to examine your mission.

As an example, Tipmont REMC (Tipmont) of Linden, Indiana serves 23,000 consumers between the cities of Lafayette and Crawfordsville. Tipmont entered the broadband business recently in 2019. As indicated in the March 6, 2019 “Broadband Internet, Tipmont News,” the decision was driven by reshaping the cooperatives’ mission.

Several years prior, Tipmont’s board of directors and leadership had begun an initiative to rethink the cooperatives’ mission and purpose. It was a time of rapid change and disruption in the energy business; and therefore, the time was right for some soul searching.

As a result of reexamining their mission, the board concluded that Tipmont is in the business of providing security, comfort, and convenience – not necessarily just electricity. Tipmont began to measure their success in terms of the community’s economic health in addition to more traditional measures. Electricity is vital to security, comfort, and convenience; but in the end, is that enough?

Tipmont management concluded the exercise with a new mission statement: “Empowering our communities with state-of-the-art essential services.” This mission reflects that Tipmont’s role is larger than simply providing distributed electric services.

Tipmont’s new mission allowed the cooperative to reimagine nearly everything they do. It encouraged Tipmont to take a leadership role beyond just the consumers they serve, making meaningful and positive change through economic development efforts, education, and outreach. A key part of the new role was consideration of offering broadband services to their consumers.

This example shows that, regardless of what the cost projections found in this report reveal about the feasibility of FTTP service offerings for Charlevoix, it is important to set aside time to fully evaluate how the initiative serves the municipal’s overall mission and future.

1.1.2 Define Affordable Broadband

One of the first challenges is defining *broadband*. The Federal Communication Commission (FCC) set its first definition of broadband in 1996, and it has slowly evolved from there. The 1996 broadband definition was a service that provided at least 200 kbps in either direction. Today the FCC defines broadband as a service with at least 25 Mbps downstream and 3 Mbps upstream, this definition was adopted in 2015. For many applications, this definition is inadequate. An alternate and better definition is to view broadband as a connectivity service that provides performance such that the connection does not in any way constrain the application you are using. The challenge with this definition is its subjectivity from each user’s viewpoint and one’s inability to benchmark if a given service is meeting the definition.

The next challenge is to define affordable broadband. Is affordable based on universal pricing? Is it based on a percentage of one’s income? We can define *affordable* in many ways, such as:

1. Affordable is when the prices charged are comparable to other regions in the country. Under this definition, broadband is affordable today.
2. Affordable is when the prices charged for broadband are the same regardless if you are in the city or in a rural area. Under this definition, broadband is not affordable in the rural areas (outside of cities, villages, or towns) today.

3. Affordable is when any household, regardless of disposable income, is able to acquire broadband services. Under this definition, broadband is not affordable today.

To fully address affordability under definitions 2 or 3 it requires policy actions at the state or federal levels and often may include a subsidy program for low-income individuals.

1.1.3 Evaluate Business Drivers

A lack of affordable and reliable broadband internet service can hinder a community's economic and educational development. Not only are residents unable to capitalize on the wide array of educational resources available on the internet, but this lack of services also hinders local businesses' ability to remain competitive in today's increasingly internet-dependent marketplace.

Charlevoix indicated the following drivers:

- Economic Development: Support of economic development efforts in the community. The downtown corridor was a particular area of concern due to the lack of cable modem service
- Digital Inclusion: Ensure that all school age children have access to reliable broadband to support remote learning.
- Support Electric Utility Needs: As automation (SCADA, DA, AMI, and other) expand, access to fiber can enhance the performance of these applications.

In addition, it is important that any broadband initiative pursued by Charlevoix does not require a substantial electric rate increase to support the initiative.

1.1.4 Coordinate with Economic Development

Broadband in itself is not an economic development strategy or initiative. Rather, broadband is another element in a broader strategy. And broadband is also quickly becoming a necessity, like electric and water, in economic development efforts.

Relating economic development to broadband service is an important objective for communities. It is important to give consideration to:

1. Coordinating broadband training opportunities with workforce development efforts and economic development goals.
2. Ensuring competitiveness of technology in the region for increasing/maintaining diversity of demand for technical infrastructure services.
 - a. Strive for diversification of industry types in the region.
 - b. Encourage diversification among small businesses.
 - c. Enhance broadband opportunities for a wide range of industries, not just high-tech groups.

3. Becoming intimately familiar with the broadband providers so as to be able to advise new and existing businesses on broadband capabilities and location options.
4. Understand path redundancy of the CLECs in Charlevoix.
5. Keep provider information up to date.

1.2 Potential Partnerships and Alliances

Each broadband partnership or alliance is unique and requires a full review and negotiation of the complete range of responsibilities and roles of each party. It is also critical that each party understand their risks and rewards, and if a partnership or joint venture is developed, they need to ensure an appropriate balance of risks and rewards exist.

Most public-private partnerships or alliances in the US fit one of four models. The four models are:

1. **Facilitation of Private Investment:** This model offers the lowest risk to the municipality. The alliance model focuses on steps to facilitate private investment in broadband infrastructure. In this model, the municipality encourages a provider who is willing to invest capital, design and deploy infrastructure, and provide broadband services. In turn, the municipality encourages the provider investment through economic and procedural incentives, including tax benefits, streamlined permitting, public rights-of-way access, allowing contracted inspectors to accelerate construction project timelines, and becoming an anchor tenant.
2. **Leverage Public Assets:** In this model, both parties develop a strategy to work together to leverage and expand assets in order to advance the availability of broadband. The private provider will leverage existing or new municipal assets (fiber, towers, facilities) as appropriate, and the assets to develop a robust broadband infrastructure. Most commonly, the foundation of this model is the municipality building a fiber backbone that connects key facilities and electric assets and then leases excess fiber strands to the private provider. Another variation has the municipality building a “dark” FTTP network (fiber only, no electronics) and then leasing the dark FTTP to a private provider. Often, this model is combined with the “Facilitation of Private Investment” model described above.
3. **Leverage Public Financing:** This model is similar to an approach used at times in the U.S. for highways, toll roads, and bridges. It has had limited application in the US for broadband; however, it is frequently used in Europe. In this model, the municipality makes the infrastructure investment while the private partner assumes a combination of engineering, construction management, operations, and/or maintenance responsibilities. The financing under this model is secured by a known municipal revenue source such as electric revenues, the general obligation of the municipality, or a fee assessed on local property owners. In this model, the municipality is the financial backstop and takes the financial risk. If the private provider is unable to generate enough revenue to recover operating costs or debt service, the municipality is responsible.

4. **Obtain Operational Support:** In this model, the municipality deploys and operates the broadband network and is the retail service provider. To assist in operations the municipality will contract operational support from one or more private providers. In Michigan, Norway uses this approach with an alliance with Astrea Connect (CCI))

In most cases, reported public private partnerships are, in reality, an alliance based on variation of one of the above four models. We discussed this project with five providers that have worked with other municipalities across the county.

- **ACD (MI-based CLEC).** Competitive local exchange carrier, based in Lansing. ACD aims to partner with municipalities to advance the availability of broadband in the state of Michigan. For example, ACD is working with the City of Sturgis and Hillsdale, among others. ACD and other local CLECs likely represent the most beneficial partnership opportunities, compared to regional or national providers.
- **CTC (MN-based).** Rural telephone cooperative providing operation services. CTC has worked with various municipalities in Minnesota to provide back-office and other types of staffing and marketing support. CTC is primarily focused on expanding relationships with municipalities in Minnesota but is considering moving outward into adjacent states.
- **Merit** (provides services to MI schools and communities). Serves higher education in schools throughout the state of Michigan. Extensive fiber backbone that connects most of the municipalities in the state. Merit sponsors the Michigan Moonshot program to encourage municipalities to get into the broadband business. Merit provides internet connectivity. They are not a partner operating the business; rather, Merit has the ability to provide interconnections to facilitates and connectivity between utilities.
- **Ting** (Toronto-based provider, targets particular demographics). Ting has deployed FTTP in 6 communities so far in the U.S. Ting does not look to create a partnership with the community; however, they look to lease assets from municipalities. For example, the City of Culver City (based on CA), recently executed a contract to lease assets to Ting. Ting looks for a very specific demographic in which to do business: moderate-sized cities (30 – 60,000 population or higher), high income, high education base, and lots of young adults with disposal income. Charlevoix would not meet these demographics.
- **Wyverd** (CO-based, case-by-case FTTP and wireless overbuilder in U.S.). Wyverd deploys FTTP on a case-by-case basis. If the cost to build FTTP exceeds a certain amount, Wyverd is not interested. Although Charlevoix might likely meet the deployment cost target (assuming Charlevoix would absorb make-ready costs), Wyverd does not have a footprint in Michigan at this time and would likely require a much larger partnership base in order to enter into the Michigan market. Wyverd is heavily focused on some markets in the southwest U.S. at this time.

Of these providers, ACD and other local or regional providers are the most likely to have an interest in working with Charlevoix.

1.3 Michigan-Specific Legislation and Opportunities

1.3.1 Michigan Moonshot Broadband

In 2019, Merit published the “Michigan Moonshot Broadband Framework.” The document provides a good discussion, solid background data, and a framework for considering advancing the availability of broadband. We do, however, recommend that you use caution when applying their recommendations and considerations. Many of the discussions and recommendations lack key context and are presented from an advocacy perspective.

For example, in the framework, it is stated that “2 million (48 percent) of Michigan households do not have access to more than one broadband provider, meaning no competition or choice exists when they look for a service provider.” This statement is presented as a reason why a public entity needs to enter the broadband business. While the statement is factually correct, it implies that all households should have access to two or broadband providers. In an ideal world, that would be the case. However, the fundamental issue is that, in many markets, the cost of infrastructure is so high that it is difficult for even a single provider to break even on the investment, much less two of them. Simply building more infrastructure in these and many cases does not lead to lower prices or consumer options.

In another example, a correlation of the electric industry in the 1930s and today’s broadband market is made:

A parallel between broadband access inequality and the availability of electricity in the 1930s can be drawn. As electricity became common in cities, rural communities had little access—less than 10 percent of rural U.S. households had electricity. In 1936, President Franklin Roosevelt introduced the Rural Electrification Act, which provided both a national strategy and funding to build electric infrastructure in rural areas. Although it is unlikely that broadband will be federally declared a public utility, it is clear that like the 1930s electrification of America, new approaches are needed to bring digital equality to all to close the digital divide for communities left behind.

This example had more merit in 1996 than today. Unfortunately, although there were discussions on whether broadband should be treated as a “utility” or not, the federal government choose not to regulate broadband and to instead leave broadband services mainly unregulated. Today, most households have broadband service available, unlike the early public power and rural cooperative electric initiatives.

Today, new market entrants that desire to fill availability gaps are challenged with having to serve the highest cost to build areas. Also in many cases, in an attempt to improve broadband performance, a public entity attempts to “overbuild” an existing provider, which is a challenging endeavor from a cashflow perspective.

1.3.2 Michigan Legislation

In 2002, the Michigan Legislature passed several laws related to broadband that impact the process that a public entity must follow when considering offering broadband services. Particularly

relevant is the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, PA 48 of 2002, MCL 484.3101 et seq. (METRO Act)¹.

The METRO Act was amended in 2005 to allow public entities² to provide telecommunication services (including broadband) within their legal boundaries. Although the legislation enables public entities to provide broadband services, they must complete specified steps³:

1. The METRO Act requires a public entity to issue a request for competitive, sealed bids before it can provide telecommunication services within its boundaries. The public entity must receive fewer than three qualified bids from private providers before it can choose to provide its own services. The public entity must also adhere to the same terms and conditions that private companies would need to meet as specified in the request for proposals.
2. The METRO Act requires the public entity to conduct a three-year financial analysis before it adopts an ordinance or resolution authorizing the municipality to construct broadband facilities.
 - a. Some attorneys have indicated that under the Metro ACT, the financial analysis must be reviewed and certified by a Certified Public Accountant (CPA). Please note that a review and certification by a CPA does not remove business or market risk. The review and certification simply represent verification of the model structure and how the model handles assumptions. It is not a verification of assumptions, assessment of market conditions, or an opinion on the viability of the proposed business venture.
3. The public entity must conduct at least one public hearing before it adopts an ordinance or resolution authorizing the municipality to construct broadband facilities. Following the public hearing, the public entity may choose to adopt a broadband ordinance but is not required.

Some industry advisors will claim that by following the above steps, any business risk for the public entity is removed. However, this is far from the truth. A financial forecast is just a prediction in a snapshot of time. It is only as good as the accuracy of the assumptions and how assumptions are treated in the model. As market conditions change, the model assumptions will need to change as well.

¹ The complete bill as passed is located at [www.legislature.mi.gov/\(S\(0xyfx0gwlzcxj0dvq0irmipo\)\)/mileg.aspx?page=getObject&objectName=2005-HB-5237](http://www.legislature.mi.gov/(S(0xyfx0gwlzcxj0dvq0irmipo))/mileg.aspx?page=getObject&objectName=2005-HB-5237)

² Under the METRO Act, “public entity” means a county, city, village, township, or any agency or subdivision of the public entity.

³ PSE is not a legal firm and does not offer legal advice or interpretation of legislation. The content here is from the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, PA 48 of 2002, MCL 484.3101 et seq. and general knowledge of how some entities have interpreted and applied the legislation. We strongly suggest that any public entity considering offering of broadband services seek independent legal counsel.

1.4 Financial Projections – Retail and Dark FTTP Models

Based upon the number of electric meters, we estimate that there are approximately 4,876 “passings” in Charlevoix, which refers to the number of households and businesses (potential customers) the fiber could potentially pass. Of the total passings, we further estimate that 95 percent are residential with the remainder being business locations.

Based on the high-level conceptual design, we estimate the cost to deploy FTTP OSP (outside plant) in Charlevoix is \$9.38 million to \$11.99 million, with the highest variability in make-ready costs⁴. Without make-ready, the cost estimate ranges from \$8.56 million to \$10.46 million. Our model assumes a 47 percent aerial construction based on our review of the City’s electrical system. Please note that this estimate is a magnitude estimate and actual costs may vary based on the detailed design and market demand at time of construction.

The FTTP OSP estimate is shown in the table below.

Table 1: FTTP OSP Cost Estimate

Category	Low	Mid	High
Fiber OSP	\$ 7,300,700	\$ 8,111,900	\$ 8,923,100
Make-Ready (MR)	826,000	1,180,000	1,534,000
Special Crossings	37,400	41,500	45,700
Engineering & Network Planning	665,200	739,100	813,000
Quality Assurance & Control	554,300	615,900	677,500
Total (with make ready)	\$ 9,383,600	\$ 10,688,400	\$ 11,993,300
Cost per passing (with make ready)	\$ 1,924	\$ 2,192	\$ 2,460
Total (without make ready)	\$ 8,557,600	\$ 9,508,400	\$ 10,459,300
Cost per passing (without make ready)	\$ 1,755	\$ 1,950	\$ 2,145

It is important to note the average drop cable cost and ONT (Optical Network Terminal) costs, because this represents a major variable, depending on the number of subscribers that sign up for service. We anticipate that the average drop cost will be approximately \$560 and the installed ONT cost will be \$400 for residents and \$500 for small/medium businesses. At a 42.5 percent take rate⁵, this represents a cost of \$2,002,500 for the 4,876 passings.

In addition, we estimate \$787,500 for the core network and GPON electronics and \$140,000 in special equipment, vehicles, and software.

It is possible that grant funding at a federal or state level may become available. However, recently, most grants are earmarked for geographic areas where broadband services do not exceed the

⁴ The moderate make ready estimate assumes that 10 percent of poles require replacement at an estimated cost of \$5,000 each.

⁵ The subscriber take rate and service price projections are selected to show what would be required in order to cash flow the model. With broadband, take rates are highly sensitive to service pricing. It does not imply or indicate the likelihood of realizing these projections.

federal definition of broadband of 25 Mbps down and 3 Mbps up. Furthermore, many grants are limited to entities that have 3 or more years of experience providing retail broadband services. Tracking evolving grant availability is a worthwhile effort but understand the potential limits and restrictions.

1.4.1 Retail Broadband Services

To provide a snapshot of the potential of Charlevoix offering a retail broadband service, we used the mid-range FTTP OSP estimate. For the analysis, we further assumed that Charlevoix would cover the make-ready costs with electric or other funds. We then set a residential Gbps data service at \$70 per month and the small/medium business Gbps data service at \$100 per month.

The financial model is designed to be cash flow positive in year one, which is accomplished through bond financing of \$14.50 million in the first three years of operation. Over time, given the cost to construct, maintain, and operate the FTTP network, the model indicates that a 42.5 percent⁶ take-rate of residential and businesses passed will be required to maintain positive cash flow. . We note that this take rate is high in an overbuild market, especially given the assumed retail internet price of \$75 per month and the number of seasonal residents in the area.

The projected income statement is shown in the table. The summary of key assumptions and other financial statements are provided in [Section 3](#).

⁶ Reselling over-the-top voice and video services may be required from a competitive perspective. However, the net revenues from voice and video services are minimal and will not have a substantial impact on the required take rate.

Table 2: FTTP Income Statement – Retail Services

Year	1	2	3	5	10	20
a. Revenues (see sheet "Revenues" for breakdown)						
Business Internet Revenues	\$ 19,200	\$ 60,000	\$ 103,200	\$ 132,300	\$ 139,800	\$ 157,200
Residential Internet Revenues	266,000	842,400	1,463,400	1,773,900	1,862,600	2,057,700
Per Passing Fee	-	-	-	-	-	-
Per Subscriber Fee	-	-	-	-	-	-
Total	\$ 285,200	\$ 902,400	\$ 1,566,600	\$ 1,906,200	\$ 2,002,400	\$ 2,214,900
b. Operating Expenses - Cash (not including fees and taxes in line h)						
Cost of Good Sold	\$ 60,000	\$ 90,900	\$ 122,400	\$ 124,800	\$ 130,800	\$ 142,800
Distribution Expense - Operations	70,800	171,600	194,300	195,700	199,200	206,300
Distribution Expense - Maintenance	19,600	50,500	82,000	147,000	154,100	168,100
Customer Accounts Expense	20,000	15,200	15,300	15,600	16,400	17,900
Customer Service and Informational Expense	6,000	6,100	6,100	6,200	6,500	7,100
Sales Expense	20,000	10,100	10,200	10,400	10,900	11,900
Administrative & General Expense	73,400	43,400	51,700	54,400	58,700	67,400
Salaries	461,500	470,800	480,000	498,400	544,600	664,600
Total	\$ 731,300	\$ 858,600	\$ 962,000	\$ 1,052,500	\$ 1,121,200	\$ 1,286,100
c. Revenues less Cash Operating Expenses - EBITDA (a-b)	\$ (446,100)	\$ 43,800	\$ 604,600	\$ 853,700	\$ 881,200	\$ 928,800
d. Operating Expenses - Non-Cash						
Depreciation	\$ 641,500	\$ 710,600	\$ 779,700	\$ 779,700	\$ 749,700	\$ 643,900
e. Operating Income (d-c)	\$ (1,087,600)	\$ (666,800)	\$ (175,100)	\$ 74,000	\$ 131,500	\$ 284,900
f. Non-Operating Income						
Interest Expense (all)	\$ (369,000)	\$ (401,700)	\$ (418,400)	\$ (398,800)	\$ (344,500)	\$ (208,600)
Misc Income	-	-	-	-	-	-
Total	\$ (369,000)	\$ (401,700)	\$ (418,400)	\$ (398,800)	\$ (344,500)	\$ (208,600)
g. Net Income (e+f)	\$ (1,456,600)	\$ (1,068,500)	\$ (593,500)	\$ (324,800)	\$ (213,000)	\$ 76,300
h. Taxes and Fees						
Revenue Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIAC (one-time) Fee	-	-	-	-	-	-
Taxes (allocated)	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Net Income after Fees (g+h)	\$ (1,456,600)	\$ (1,068,500)	\$ (593,500)	\$ (324,800)	\$ (213,000)	\$ 76,300

1.6 The Huntsville Utilities and Westminster Dark FTTP Lease Models

To frame our analysis around potential infrastructure development and collaboration between Charlevoix and a private provider, we reviewed two dark FTTP lease models. One is the City of Westminster, Maryland with its lessee Ting Internet. The other is Huntsville Utilities, in Huntsville, Alabama with its lessee Google Fiber.

Note that each of these models is a “dark FTTP lease” model, in which the lessor constructs and owns the fiber network, the private provider (lessee) “lights” the fiber with electronics and directly serves the end user. Each of these models entails a full FTTP network buildout, in which the lessor would construct and maintain a FTTP infrastructure to every residence and business and lease the fiber backbone and distribution fiber to a private provider. The private provider would be responsible for all network electronics and customer premises equipment (CPEs), including ONTs—as well as network sales, marketing, and operations.

Where these models differ is in their treatment of drop cables, or the fiber cable that runs from the distribution fiber into the customer’s home or business.

Table 3: Dark FTTP Lease Models - Lessor and Lessee Responsibilities

Model	Responsibility		Fee Structure
	Lessor	Lessee	
Huntsville	- Backbone Construction - Distribution Fiber Construction	- Drop Cable Construction	- Per-Passing Fee
Westminster	- Backbone Construction - Distribution Fiber Construction - Drop Cable Construction		- Per-Passing Fee - Per-Subscriber Fee

In the Huntsville model, the lessor is responsible for constructing backbone and distribution fiber, while the lessee constructs the drop cable into the home or business. Since the last-mile connection is funded by the private provider, the number of subscribers (and thus the number of drop cables) does not affect the lessors financial concerns. As such, fiber lease payments to the lessor for this model will be based solely on the number of passings in the network.

In the Westminster model, the Lessor is responsible for constructing and maintaining FTTP infrastructure and the drops. Since this model presents additional cost to the lessor, the fiber lease fees have a two-tiered structure: one fee for the number of passings in the network and an additional fee for each subscriber. This subscriber fee helps offset the cost of fiber drops and only applies to premises where drops have been constructed. Each home and business that wishes to subscribe to the services provided by the lessee would need a lessor-funded drop cable installed, and as such, the financial viability of the model is dependent upon the total customer take rate.

We anticipate that using the Huntsville model, Charlevoix would charge its lessor a **per-passing fee**, which is a fixed fee paid per passing per month by the lessee. Because this fee is based on a known, fixed quantity, the incoming revenue from a per-passing fee would be predictable.

Huntsville Utilities was able to negotiate an equivalent per-passing fee of \$7.50 (lease consists of a backbone fiber lease, colocation space, and distribution fiber lease). There is no per-subscriber fee in Huntsville Utilities' lease since Google Fiber is paying for the fiber drops.

A **per-subscriber fee**, on the other hand, which we anticipate Charlevoix would assess in a lease model like the one in Westminster, would be paid to Charlevoix by its private provider (lessor) based on the number of subscribers that purchased service from the private partner. This number would be variable and unpredictable and would rely largely upon the partner's marketing and advertising efforts, and its ability to obtain and retain subscribers. The advantage of this model, however, is that Charlevoix owns and controls the fiber to each premises.

In Westminster's contract with Ting Internet, the locality negotiated a per-passing fee (\$6) plus a per-subscriber fee (\$17) per month for dark fiber usage. That is, Ting pays the city for every premises the network passes, plus an additional fee for every subscriber receiving service over the network, totaling \$6 per non-subscribed passing and \$23 per subscribed passing. As such, the take rate is vitally important to the feasibility of the project.

In the Huntsville model, there is no per-subscriber fee, since the lessor is responsible for paying for the drop cable to connect the FTTP distribution fiber. In our financial modeling, we present a forecast for Charlevoix based upon the Huntsville dark FTTP lease model.

1.6.1 Dark FTTP Huntsville Model

We anticipate that it will cost approximately \$9.51 million for the City to deploy Dark FTTP infrastructure and support equipment, which does not include fiber drop cables, CPEs, or make-ready.

Based on our analysis, we expect that Charlevoix would have to charge approximately \$16.10 per month in per-passing lease fees to a private provider model like the lease agreement between Google Fiber and Huntsville Utilities⁷, in which the private provider is responsible for drop cables.

Put another way, to maintain a positive cash flow, Charlevoix would need to charge a private provider \$16.10 per month per passing, with a total of 4,876 residential and business passings. This lease fee is 2.15 times the fee Huntsville and Google agreed upon.

The lease fee that would be necessary to maintain positive cash flow is significant at \$16.10 per passing for a Huntsville Utilities model, and Charlevoix would need to find a provider that was willing to pay this fee. The lessee (private provider) may be able to rely on customer revenue to offset these costs, or Charlevoix may determine that a fiber deployment is

Using the Huntsville Utilities model, Charlevoix would have to charge its lessee \$16.10 per passing per month, which is 2.15 times higher than what Google Fiber has agreed to pay Huntsville Utilities.

⁷ The lease fees paid by Google to Huntsville Utilities does not provide full recovery of the capital investment and operating expenses. Huntsville Utilities uses the FTTP network to support electric operation and additional dark fiber leases.

important enough to warrant foregoing the recovery of its entire investment. That is, Charlevoix may determine that the “benefits beyond the balance sheet” of a fiber optic network are enough to justify the difference between any per-passing costs Charlevoix can obtain from its lessee and Charlevoix’s total investment.

1.7 Potential Actions to Encourage Investment

We identified three key classifications of actions that might be considered to advance the availability and affordability of broadband. These three classifications are:

1. Initiatives that can be implemented by the municipal electric utility (or other public entity).
2. Actions that will encourage private internet service providers (ISPs) to expand investment and services.
3. Steps that encourage development of federal or state policies and legislation.

A complete strategy to promote broadband availability will address both demand and supply issues. In addition, regulatory conditions have and will impact investment, competition, and innovations in the industry.

As seen in the previous section a core issue in advancing broadband is cost, both operating and implementation costs. The largest market entry for providers are the FTTP capital costs. An alternative to the retail or dark FTTP models, Charlevoix can explore methods to reduce costs to facilitate a private provider investment. Some methods may include:

- Waive make-ready costs
- Streamline permitting process
- Seek grant funding (joint application with provider)
- Provide grant funding to provider
- Provide access to existing fiber assets
- Provide aide in marketing

As indicated the starting point in determining the right path for Charlevoix is an examination of you mission. The next step is to review actions that could be taken to match the defined mission.

- What can a municipal electric do?
 - How does existing legislation shape what actions a municipal electric can take.
 - How does existing legislation impact the process of taking an action.
- What can a municipal electric influence?

- What actions and desired outcome require changes in legislation?
- Understand balance of supply and demand issues

Often discussion regarding broadband center around infrastructure, however it is not always the limiting factor. Concentration on non-infrastructure factors often can help reaching broadband objectives.

1. Develop a policy position regarding universal service for broadband access (i.e., funding support for sparsely populated areas and low-income households).
2. Enable consumers to have access to free or low-cost quality information resources. Libraries on a local, regional, statewide, and federal level can play a key role in reaching this objective.
3. Protect consumer privacy and security of transactions on the Internet.
4. Allow content producers (video and audio programming, information, other) to deliver directly to the consumer. Elimination of the middle-person organization may reduce costs and remove market entry barriers imposed by oligopoly suppliers.
5. Lobby for financial and legislative support of education and training programs.

2 Broadband Services in Charlevoix

2.1 Cable Television Providers

To gain insights on available broadband services in Charlevoix, we examined the cable television providers. In smaller and rural communities, the cable television provider has become the default monopoly provider of broadband. While the local telephone company does offer DSL (digital subscriber line), DSL based broadband has not kept pace with cable modem technology and struggles to meet the FCC broadband definitions (25 Mbps downstream and 3 Mbps upstream). Cable modem services have become a de-facto monopoly for residential broadband.

In Charlevoix, we found the following services and pricing promoted on Charter Spectrum and AT&T's websites for both residential and business services.

Table 4: Charter Spectrum Residential Service Offerings

Residential			Monthly Fee			Stand-alone		Cap
Service			Stand-alone	Bundle	Term, Additional Costs	Year 2+	Year 3+	Data
Data / Internet	100 Mbps		\$ 50	\$ 45	Includes modem, 12 mo rate	\$ 70		unlimited
	400 Mbps		\$ 70		Includes modem, 12 mo rate	\$ 95		unlimited
	940 Mbps		\$ 110		Includes modem, 12 mo rate	\$ 130		unlimited
Telephone / Voice	Line charge			\$ 10	12 mo rate			
TV	Basic / Select		\$ 45	\$ 45	Needs HD Box \$7.99/mo, \$16.45/mo local fee	\$ 72		
	Expanded / Silver		\$ 70		Needs HD Box \$7.99/mo, \$16.45/mo local fee	\$ 97		
	Premium / Gold		\$ 90		Needs HD Box \$7.99/mo, \$16.45/mo local fee	\$ 117		

Table 5: Charter Spectrum Business Service Offerings

Business			Monthly Fee			Stand-alone		Cap
Service			Stand-alone	Bundle	Term, Additional Costs	Year 2+	Year 3+	Data
Data / Internet	200 Mbps		\$ 65	\$ 50	Includes modem, 12 mo rate	TBD		unlimited
	600 Mbps		?		Includes modem, 12 mo rate	TBD		unlimited
	940 Mbps		?		Includes modem, 12 mo rate	TBD		unlimited
Telephone / Voice	Line charge			\$ 20	12 mo rate	TBD		
TV	Basic / Select / TV Essentials			\$ 30	Needs HD Box \$7.99/mo, \$16.45/mo local fee	TBD		
	Expanded / Silver							
	Premium / Gold							

This analysis does not review the available services by location to location in Charlevoix. However, cable operators have franchise agreements. In the agreements the cable operators are required to provide cable television services to all households that meet a minimum housing density.

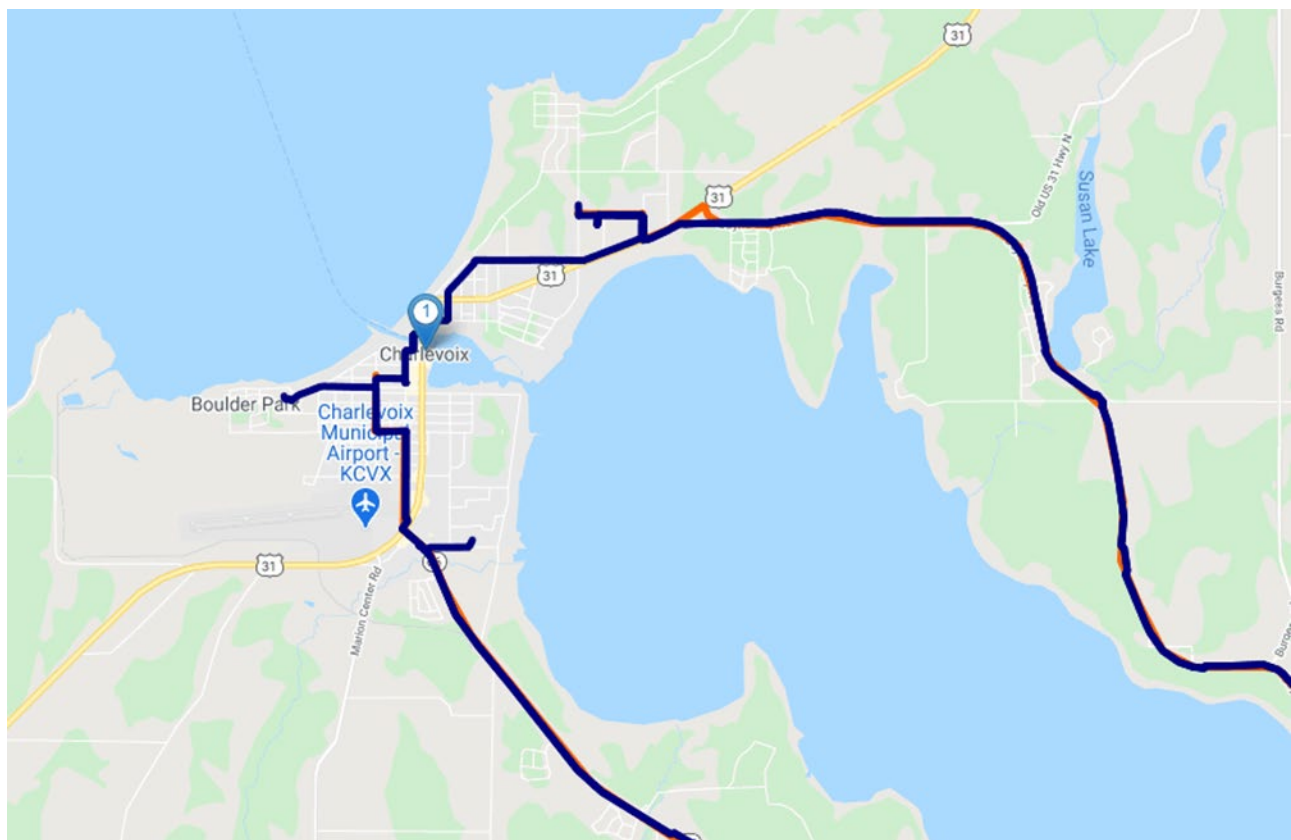
If a cable operator offers cable television to a given location, it typically will offer broadband as well. In most cases the density requirement for services includes the majority of residential households. However, the requirement does not include business parks, campsites, downtown corridors, and other non-residential locations. Residents and small business in these areas have the greatest availability broadband gaps and are dependent on the ILEC's DSL services. Larger businesses are most often served by a local or regional CLEC and are relatively well served.

2.2 Reported Fiber in Charlevoix

Determining availability of fiber in a community is a challenge. Most providers do not release data, and often the details are considered proprietary or protected for security reasons. One data source is www.fiberlocator.com.⁸ This section presents fiber assets as reported by provider. The providers that supply data are typically local or require providers, and these providers are typically ones that are open to partnership or alliance opportunities.

Fiber Locator shows that ACD and EverStream have reported fiber assets in Charlevoix. Their reported fiber routes are shown in the figures below.

Figure 1: Fiber Providers Overview



Legend:

ACD	— Orange
EverStream	— Blue

⁸ Fiber Locator only indicates general fiber routes. It does not indicate strand count, availability of fiber, or other details.

Either of these carriers are potential partners and are likely in a position to offer transport services to connect other communities, facilitate peering relationships, offer commodity bandwidth, co-location, and other services for Charlevoix.

A brief overview of these providers is listed below.

- **ACD (Advanced Communications & Data)** (ACD.net) is based in Lansing MI. ACD provides data, telephone, and co-location services. Their customers range from residential households to large businesses (enterprise grade). They are actively seeking partnerships in Michigan and are working with several municipalities including Sturgis and Hillsdale.
- **EverStream** (everstream.net) is based in Cleveland Ohio. They are a regional CLEC providing dark fiber and business enterprise services. They focus on medium to large data users. They have connectivity assets in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

3 FTTP Conceptual Design and Financial Analysis

In this section, we investigate the feasibility of two potential network models. Both are full FTTP network buildouts, in which Charlevoix would construct and maintain ubiquitous fiber infrastructure to every residence and business. In the first model, Charlevoix would become the retail service provider. In the second model Charlevoix would lease the fiber backbone and distribution fiber to a private provider. The private provider would be responsible for all network electronics, the fiber drops, and CPEs—as well as network sales, marketing, and operations.

3.1 Conceptual Design – Cost Estimate

We estimate that there are approximately 4,876 “passings” in Charlevoix, which refers to the number of households and businesses the fiber could potentially pass (potential customers). Of the passings we further estimate that 95 percent are residential with the remainder being business locations.

Based on the high-level conceptual design, we estimate the cost to deploy FTTP OSP (outside plant) in Charlevoix is \$9.38 million to \$11.99 million, with the highest variability in make-ready costs⁹. Without make-ready, the cost estimate ranges from \$8.56 million to \$10.46 million. Our model assumes a 47 percent aerial construction based on our review of the City’s electrical system. Please note that this estimate is a magnitude estimate and actual costs may vary based on the detailed design and market demand at time of construction.

The FTTP OSP estimate is shown in the table below.

Table 6: FTTP OSP Cost Estimate

Category	Low	Mid	High
Fiber OSP	\$ 7,300,700	\$ 8,111,900	\$ 8,923,100
Make-Ready (MR)	826,000	1,180,000	1,534,000
Special Crossings	37,400	41,500	45,700
Engineering & Network Planning	665,200	739,100	813,000
Quality Assurance & Control	554,300	615,900	677,500
Total (with make ready)	\$ 9,383,600	\$ 10,688,400	\$ 11,993,300
Cost per passing (with make ready)	\$ 1,924	\$ 2,192	\$ 2,460
Total (without make ready)	\$ 8,557,600	\$ 9,508,400	\$ 10,459,300
Cost per passing (without make ready)	\$ 1,755	\$ 1,950	\$ 2,145

It is important to note the average drop cable cost and ONT (Optical Network Terminal) costs, because this represents a major variable, depending on the number of subscribers that sign up for service. We anticipate that the average drop cost will be approximately \$560 and the installed ONT

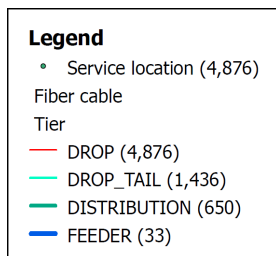
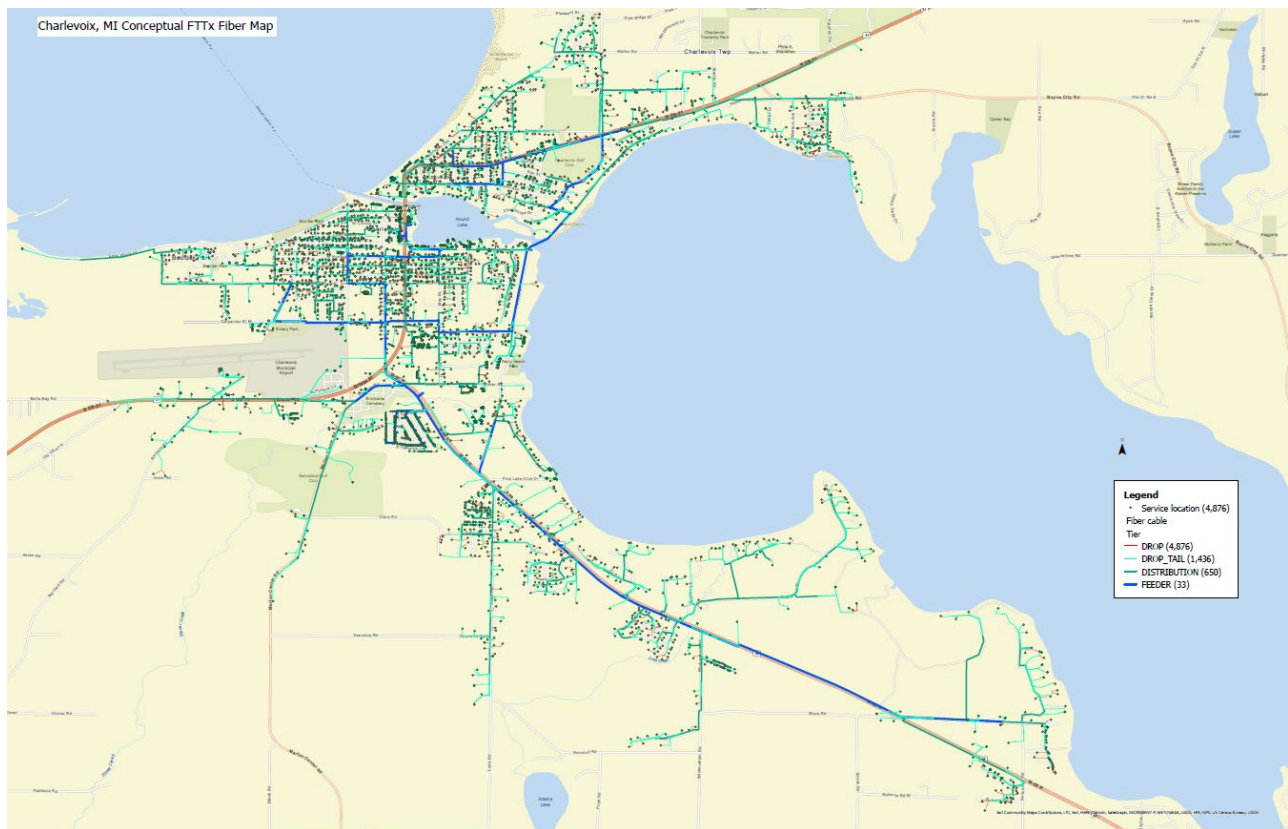
⁹ The moderate make ready estimate assumes that 10 percent of poles require replacement at an estimated cost of \$5,000 each.

cost will be \$400 for residents and \$500 for small/medium businesses. At a 42.5 percent take rate¹⁰, this represents a cost of \$2,002,500 for the 4,876 passings.

In addition, we estimate \$787,500 for the core network and GPON electronics and \$140,000 in special equipment, vehicles, and software.

The conceptual fiber design is shown in the figure below. Please note that this design is only for determining a magnitude cost estimate of deploying FTTP. Routes, construction methods, construction drawings, and other details would be conducted during a detailed design.

Figure 2: Conceptual Fiber Design



¹⁰ The subscriber take rate and service price projections are selected to show what would be required in order to cash flow the model. With broadband, take rates are highly sensitive to service pricing. It does not imply or indicate the likelihood of realizing these projections.

On a per-passing basis, the FTTP deployment will cost between \$1,924 and \$2,460 on average, including make-ready. Without make-ready, the FTTP deployment costs range from \$1,755 to \$2,145.

For comparison, in the figures below, we show the range of average per passing costs for a variety of example communities.

Figure 3: FTTP Cost per Passing Comparison

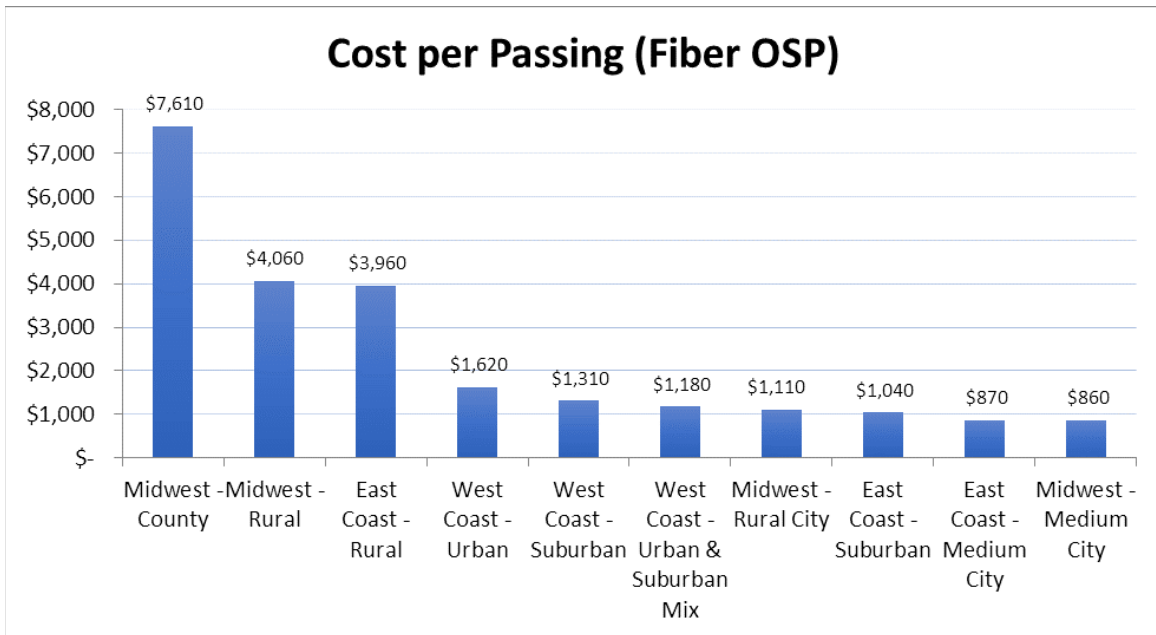
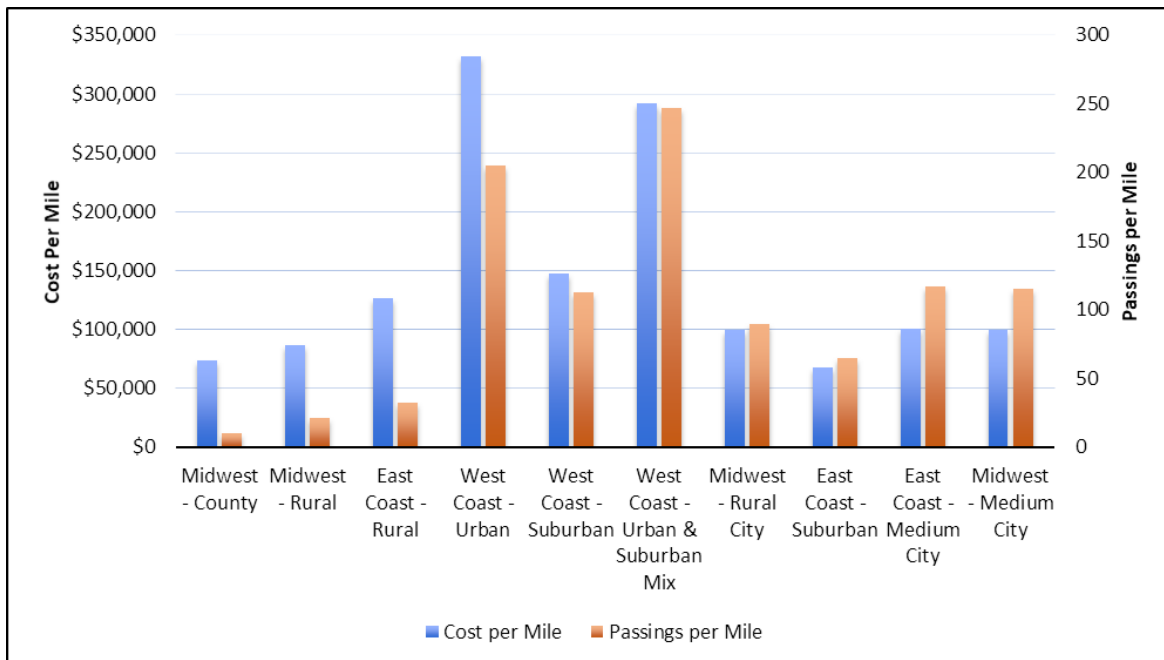


Figure 4: FTTP Key Cost Factors (Density and Construction Cost)



3.2 Retail Services Financial Projection

This section examines the financial feasibility of Charlevoix deploying the FTTP network at the costs discussed above. We have examined multiple scenarios that show the sensitivity of various assumptions.

The financial analysis in these sections assume that Charlevoix deploys, owns, and operates FTTP infrastructure and provides retail data services to residential and business customers over the network. Our analysis is based on several assumptions (outlined below and further detailed in **Attachment A**).

The model assumes that subscribership for data services will ramp up over years one through three, and then remain steady.

Please note that we have applied an inflation factor to the models to account for increases in salaries, expenses, and revenues. We assume the following:

- Salaries increase by 2.0 percent annually
- Operating and maintenance expenses increase by 1.0 percent annually
- Data service fees increase by 6 percent every 5 years

We caution that applying an inflation factor to a long-term, capital-intense project such as fiber deployment can project substantial net revenues (revenues less expenses) in year seven and beyond – net revenues that are neither possible nor realistic. Net revenues should remain relatively flat after applying inflation factors.

The retail model deployment assumes that Charlevoix will be able to deploy the network at the mid-range cost estimate and that make-ready costs are covered by the electric department. The estimate assumes that with a 42.5 percent take rate, Charlevoix deploys \$10.69 million in OSP, \$787,500 in network electronics, \$2,002,500 million in drops and ONTs, and \$140,000 in support equipment to provide data services to residents and businesses.

The financial model is designed to be cash flow positive in year one, which is accomplished through bond and loan financing. **Over time, given the cost to construct, maintain, and operate the FTTP network, the model indicates that a 42.5 percent take rate of households and businesses passed will be required to maintain positive cash flow.** We note that this take rate is high in an overbuild market, especially given the assumed retail internet price of \$75 per month and the number of seasonal residents in the area.

In this model, we assume Charlevoix offers two data services:

1. A 1 Gbps residential service at \$75 per month
2. A 1 Gbps small-medium business service at \$100 per month

3.2.1 Retail Services – Required Financing

The initial years of network deployment and operations will be capital-intensive, well beyond what initial subscriber revenues and installation fees can support. This analysis projects that Charlevoix will cover these expenses by pursuing a series of 20-year bonds, totaling \$14.50 million.

We assumed that the interest rate would be 3 percent, and that bond issuance costs will be equal to 1 percent of the principal borrowed. Principal repayment on the bond will start in the second year after issuance.¹¹ We further assumed that neither an interest reserve or a debt service reserve is required.

The difference between the financed amount and the total capital costs represents the amount needed to maintain positive cash flow in the early years of network deployment.

3.2.2 Retail Services – Financial Projections

The model assumes a straight-line depreciation of assets, and that the OSP will have a 20-year life span while the network equipment will need to be replaced after 10 years. Miscellaneous implementation costs will occur every five years, and ONT's will need to be replaced every seven years. The model plans for a depreciation reserve account, starting in year four to fund future electronics replacements and upgrades.

Detailed tables are shown on the following pages.

¹¹ The scope of work for this report does not include a review of Charlevoix's financing capability or review of local or state finance restrictions. If bonds are pursued, we recommend a more detailed review and opinion of financing capability and restrictions from Charlevoix's accountants.

The table below shows the projected income statement for years one, two, three, five, 10, and 20.

Table 7: Retail Services Income Statement

Year	1	2	3	5	10	20
a. Revenues (see sheet "Revenues" for breakdown)						
Business Internet Revenues	\$ 19,200	\$ 60,000	\$ 103,200	\$ 132,300	\$ 139,800	\$ 157,200
Residential Internet Revenues	266,000	842,400	1,463,400	1,773,900	1,862,600	2,057,700
Per Passing Fee	-	-	-	-	-	-
Per Subscriber Fee	-	-	-	-	-	-
Total	\$ 285,200	\$ 902,400	\$ 1,566,600	\$ 1,906,200	\$ 2,002,400	\$ 2,214,900
b. Operating Expenses - Cash (not including fees and taxes in line h)						
Cost of Good Sold	\$ 60,000	\$ 90,900	\$ 122,400	\$ 124,800	\$ 130,800	\$ 142,800
Distribution Expense - Operations	70,800	171,600	194,300	195,700	199,200	206,300
Distribution Expense - Maintenance	19,600	50,500	82,000	147,000	154,100	168,100
Customer Accounts Expense	20,000	15,200	15,300	15,600	16,400	17,900
Customer Service and Informational Expense	6,000	6,100	6,100	6,200	6,500	7,100
Sales Expense	20,000	10,100	10,200	10,400	10,900	11,900
Administrative & General Expense	73,400	43,400	51,700	54,400	58,700	67,400
Salaries	461,500	470,800	480,000	498,400	544,600	664,600
Total	\$ 731,300	\$ 858,600	\$ 962,000	\$ 1,052,500	\$ 1,121,200	\$ 1,286,100
c. Revenues less Cash Operating Expenses - EBITDA (a-b)	\$ (446,100)	\$ 43,800	\$ 604,600	\$ 853,700	\$ 881,200	\$ 928,800
d. Operating Expenses - Non-Cash						
Depreciation	\$ 641,500	\$ 710,600	\$ 779,700	\$ 779,700	\$ 749,700	\$ 643,900
e. Operating Income (d-c)	\$ (1,087,600)	\$ (666,800)	\$ (175,100)	\$ 74,000	\$ 131,500	\$ 284,900
f. Non-Operating Income						
Interest Expense (all)	\$ (369,000)	\$ (401,700)	\$ (418,400)	\$ (398,800)	\$ (344,500)	\$ (208,600)
Misc Income	-	-	-	-	-	-
Total	\$ (369,000)	\$ (401,700)	\$ (418,400)	\$ (398,800)	\$ (344,500)	\$ (208,600)
g. Net Income (e+f)	\$ (1,456,600)	\$ (1,068,500)	\$ (593,500)	\$ (324,800)	\$ (213,000)	\$ 76,300
h. Taxes and Fees						
Revenue Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIAC (one-time) Fee	-	-	-	-	-	-
Taxes (allocated)	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Net Income after Fees (g+h)	\$ (1,456,600)	\$ (1,068,500)	\$ (593,500)	\$ (324,800)	\$ (213,000)	\$ 76,300

The table below shows the cash flow statement for years one, two, three, five, 10, and 20.

Table 8: Retail Services Cash Flow Statement

Year	1	2	3	5	10	20
a. Net Income (From Income Statement)	\$ (1,456,600)	\$ (1,068,500)	\$ (593,500)	\$ (324,800)	\$ (213,000)	\$ 76,300
b. Cash Outflows						
Debt Service Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reserve	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	(170,100)	(147,600)	(111,800)
Capital Lease	-	-	-	-	-	-
Issuance Cost (Financing)	(123,000)	(13,500)	(8,500)	-	-	-
Capital Expenditures	\$ (11,037,200)	\$ (700,600)	\$ (700,600)	\$ -	\$ (220,500)	\$ -
Total	\$ (11,160,200)	\$ (714,100)	\$ (709,100)	\$ (170,100)	\$ (368,100)	\$ (111,800)
c. Cash Inflows						
Utility Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reserve	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	-	220,500	-
Debt Service Reserve	-	-	-	-	-	-
Source A	12,300,000	1,350,000	850,000	-	-	-
Source B	-	-	-	-	-	-
Grant D	-	-	-	-	-	-
Grant E	-	-	-	-	-	-
Total	\$ 12,300,000	\$ 1,350,000	\$ 850,000	\$ -	\$ 220,500	\$ -
d. Total Cash Outflows and Inflows (b+c)	\$ 1,139,800	\$ 635,900	\$ 140,900	\$ (170,100)	\$ (147,600)	\$ (111,800)
e. Non-Cash Expenses - Depreciation	\$ 641,500	\$ 710,600	\$ 779,700	\$ 779,700	\$ 749,700	\$ 643,900
f. Adjustments (Proceeds from)						
Utility Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source A	(12,300,000)	(1,350,000)	(850,000)	-	-	-
Source B	-	-	-	-	-	-
Grant D	-	-	-	-	-	-
Grant E	-	-	-	-	-	-
Total	\$ (12,300,000)	\$ (1,350,000)	\$ (850,000)	\$ -	\$ -	\$ -
g. Adjusted Available Net Revenue	\$ (11,975,300)	\$ (1,072,000)	\$ (522,900)	\$ 284,800	\$ 389,100	\$ 608,400
h. Principal Payments on Debt						
Principal Payment (all)	\$ 258,500	\$ 294,700	\$ 321,400	\$ 340,900	\$ 395,300	\$ 531,200
Total	\$ 258,500	\$ 294,700	\$ 321,400	\$ 340,900	\$ 395,300	\$ 531,200
i. Net Cash (before adjustment)	\$ 66,200	\$ (16,700)	\$ 5,700	\$ (56,100)	\$ (6,200)	\$ 77,200
Net Cash	\$ 66,200	\$ (16,700)	\$ 5,700	\$ (56,100)	\$ (6,200)	\$ 77,200
j. Fee Adjustment (end of term)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fee Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
k. Net Cash (after adjustment)	\$ 66,200	\$ (16,700)	\$ 5,700	\$ (56,100)	\$ (6,200)	\$ 77,200
Net Cash	\$ 66,200	\$ (16,700)	\$ 5,700	\$ (56,100)	\$ (6,200)	\$ 77,200
l. Beginning Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Balance (with beginning cash)						
Unrestricted Cash Balance	\$ 66,200	\$ 49,500	\$ 55,200	\$ (51,400)	\$ (44,500)	\$ 578,300
Fee Adjustment (end of term)	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	340,200	376,600	(16,900)
Debt Service Reserve	-	-	-	-	-	-
Total Cash Balance	\$ 66,200	\$ 49,500	\$ 55,200	\$ 288,800	\$ 332,100	\$ 561,400

3.2.3 Retail Services – Capital Additions

Significant network expenses—known as “capital additions”—are incurred in the first few years during the construction phase of the network. These represent the equipment, material and construction labor associated with building, implementing, and lighting a fiber network. Table 9 shows the capital additions costs for years one, two, three, five, 10, and 20.

Table 9: Retail Services Capital Additions

Year	1	2	3	5	10	20
a. Connectivity Implementation Costs						
Fiber (15 year depreciation)	\$ 348,900	\$ 406,600	\$ 406,600	\$ -	\$ -	\$ -
Fiber (10 year depreciation)	-	-	-	-	-	-
Fiber (7 year depreciation)	-	-	-	-	-	-
Fiber (6 year depreciation)	-	-	-	-	-	-
Fiber (5 year depreciation)	-	-	-	-	-	-
Network Equipment (10 year depreciation)	787,500	-	-	-	-	-
Network Equipment (7 year depreciation)	252,400	294,000	294,000	-	220,500	-
Network Equipment (6 year depreciation)	-	-	-	-	-	-
Network Equipment (5 year depreciation)	-	-	-	-	-	-
Customer Equipment (6 year depreciation)	-	-	-	-	-	-
Customer Equipment (5 year depreciation)	-	-	-	-	-	-
Total	\$ 1,388,800	\$ 700,600	\$ 700,600	\$ -	\$ 220,500	\$ -
b. Support Equipment (5 year depreciation)						
Misc. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles	40,000	-	-	-	-	-
Emergency Restoration Kit	-	-	-	-	-	-
Fiber OTDR and Other Tools	20,000	-	-	-	-	-
Fiber Management System	50,000	-	-	-	-	-
Billing Interface	30,000	-	-	-	-	-
tbd 6	-	-	-	-	-	-
Total	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -
c. Construction and Fiber OSP						
Construction (5-Year Depreciation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction (10-Year Depreciation)	-	-	-	-	-	-
Construction (15-Year Depreciation)	-	-	-	-	-	-
Construction (20-Year Depreciation)	9,508,400	-	-	-	-	-
Construction (30-Year Depreciation)	-	-	-	-	-	-
	\$ 9,508,400	\$ -	\$ -	\$ -	\$ -	\$ -
Electric Utility Allocations (Make Ready)	\$ 1,180,000	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Electric Utility Allocations	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000

Please see **Attachment A** for a complete income statement, cash flow statement, balance sheet, and capital addition statement.

3.2.4 Retail Services – Staffing and Operating Expenses

The cost to deploy a FTTP network goes far beyond fiber implementation. Network deployment requires additional staffing for sales and marketing, network operations, and other functions new to Charlevoix. The addition of new staff will require new office space. Similarly, network inventory requirements will require warehousing space. Charlevoix will need to:

- Expand existing office facilities for management, technical, and clerical staff.
- Expand the retail “storefront” to facilitate customer contact and enhance their experience doing business with the FTTP enterprise.
- Provide warehousing for receipt and storage of cable and hardware for the installation and ongoing maintenance of the broadband infrastructure.

- Secure locations to house servers, switches, routers, and other core network equipment.

Training new and existing staff is important to fully realize the economies of starting the FTTP network. The training will be particularly important in the short-term as the new enterprise expands itself as a unique entity providing FTTP services.

Marketing and sales are critical. It is important to be proactive in setting customer expectations, addressing security concerns, and educating customers on how to initiate services.

Staffing with skills in the following disciplines will be required:

- Sales/Promotion
- Finance
- Internet and related technologies
- Vendor Negotiations
- Staff Management
- Networking (addressing, segmentation)
- Strategic Planning
- Marketing

The expanded business and increased responsibilities will require the addition of new staff. The total broadband positions, staffing levels, and base salaries are shown in the table below.

These numbers assume one shift of both customer service representative support and subscriber technicians. Changing to more shifts or to a full 24x7 staffing will increase costs.

Staffing levels assume that the initial fiber OSP construction and customer installs are done by contractors. Staffing levels also assume the ability to leverage electric human resources, accounting, customer service, record keeping (GIS for example), and other resources. We also assume that sales and marketing would be supported with existing resources.

Table 10: Retail Services Staffing

Position	Year					Base Salary (Year 1)
	1	2	3	4	5	
Customer Service Representative	1.00	1.00	1.00	1.00	1.00	\$ 50,000
Fiber Plant & Network Engineer	1.00	1.00	1.00	1.00	1.00	\$ 80,000
Field/Service/Install Technician	1.00	1.00	1.00	1.00	1.00	\$ 60,000
Sales	1.00	1.00	1.00	1.00	1.00	\$ 75,000
Dept Mgr	1.00	1.00	1.00	1.00	1.00	\$ 90,000
Total	5.00	5.00	5.00	5.00	5.00	

Benefits are estimated at 30 percent of base salary. Charlevoix's labor expenses will total roughly \$461,500 in year one, \$470,800 in year two, \$480,000 in year three, and \$489,200 in year four. These expenses will increase at 2 percent annually thereafter.

These staffing assumptions may be aggressive, and additional staff may be required to support the enterprise.

Additional key operating and maintenance assumptions include:

- Project planning estimated at \$30,000 in year one.
- Insurance estimated at \$5,000 in year one, increasing by 1 percent annually.
- Office expenses estimated at \$1,200 in year one, increasing by 1 percent annually.
- Legal fees estimated at \$10,000 in year one and \$5,000 per year in year 2 and beyond, increasing by 1 percent annually.
- Consulting fees estimated at \$10,000 in year one and \$5,000 per year in year 2 and beyond, increasing by 1 percent annually.
- Rent estimated to be \$6,000 per year one, increasing by 1 percent annually.
- Utilities estimated to be \$2,400 in year one, increasing by 1 percent annually.
- Customer billing estimated at \$6,000 per year, increasing by 1 percent annually.
- Supplies estimated to be \$6,600 in year one, increasing by 1 percent annually.
- Sales and Marketing estimated at \$40,000 in year one, and \$25,000 in year two, increasing by 1 percent annually.
- Training estimated at \$6,000 in year one, increasing by 1 percent annually.
- Pole attachment fees estimated at \$58,800 per year.
- Locates and ticket processing estimated to be \$19,600 in years one through four, increasing by 1 percent annually.
- Vendor maintenance contract fees expected to start at \$100,000 in year two increasing to 122,100 in year three and beyond.
- Internet access is estimated at \$60,000 in year 1, \$90,000 in year 2, and \$120,000 in year three and thereafter. These expenses increase by 1 percent annually.
- Allowance for bad debts computed as 0.3 percent of revenues for residences and 1.0 percent of revenues for businesses.
- Churn anticipated to be 6 percent annually and initiates a \$150 per-subscriber acquisition cost.
- Fiber and network maintenance costs calculated at 1.5 percent of the total construction cost per year. These costs will total almost \$30,400 in year two, \$60,800 in year three, \$121,700 in year four and after. These expenses increase by 1 percent annually.

These above expenses are summarized in the income statement (Table 7).

3.3 Dark FTTP Lease Financial Projections

In the Huntsville Utilities model, Charlevoix is responsible for constructing backbone and distribution fiber, while a private provider (lessee) constructs the drop cable into the home or business. Since the last-mile connection is funded by the private provider, the number of subscribers (and thus the number of drop cables) does not affect Charlevoix's financial concerns. As such, fiber lease payments to Charlevoix for this model will be based solely on the number of passings in the network.

Based on our analysis, we expect that Charlevoix would have to charge approximately \$16.10 per month¹² in per-passing lease fees using a private provider model like the lease agreement between Google Fiber and Huntsville Utilities¹³, in which the private provider is responsible for drop cables.

Put another way, to maintain a positive cash flow, Charlevoix would need to charge a private provider \$16.10 per month per passing, with a total of 1,388 residential and business passings. This lease fee is 2.15 times the fee Huntsville and Google agreed upon.

3.3.1 Dark FTTP Lease – Required Financing

The initial years of network deployment and operations will be capital-intensive, well beyond what initial subscriber revenues and installation fees can support. This analysis projects that Charlevoix will cover these expenses by pursuing a 20-year bond totaling \$10.50 million.

We assumed that the interest rate would be 3 percent, and that bond issuance cost will be equal to 1 percent of the principal borrowed. Principal repayment on the bond will start in the second year after issuance.¹⁴ We further assumed that neither an interest reserve or a debt service reserve is required.

The difference between the financed amount and the total capital costs represents the amount needed to maintain positive cash flow in the early years of network deployment.

¹² Assumes that fees will increase by 5 percent every 5 years. Please note that in the Huntsville Utility lease, the fees remain constant for the entire term of the 20-year lease.

¹³ The lease fees paid by Google to Huntsville Utilities does not provide full recovery of the capital investment and operating expenses. Huntsville Utilities uses the FTTP network to support electric operation and additional dark fiber leases.

¹⁴ The scope of work for this report does not include a review of Charlevoix's financing capability or review of local or state finance restrictions. If bonds are pursued, we recommend a more detailed review and opinion of financing capability and restrictions from Charlevoix's accountants.

3.3.3 Dark FTTP Lease – Financial Projections

The model assumes a straight-line depreciation of assets, and that the OSP will have a 20-year life span and miscellaneous implementation costs will occur every five years. The model plans for a depreciation reserve account, starting in year four to fund vehicle and software replacements and upgrades.

The table below shows the projected income statement for years one, two, three, five, 10, and 20.

Table 11: Dark FTTP Lease Income Statement

Year	1	2	3	5	10	20
a. Revenues (see sheet "Revenues" for breakdown)						
Business Internet Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Internet Revenues	-	-	-	-	-	-
Per Passing Fee	235,500	706,500	942,000	942,000	989,100	1,090,500
Per Subscriber Fee	-	-	-	-	-	-
Total	\$ 235,500	\$ 706,500	\$ 942,000	\$ 942,000	\$ 989,100	\$ 1,090,500
b. Operating Expenses - Cash (not including fees and taxes in line h)						
Cost of Good Sold	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Distribution Expense - Operations	60,800	61,400	62,000	63,300	66,300	72,400
Distribution Expense - Maintenance	19,600	50,500	82,000	147,000	154,100	168,100
Customer Accounts Expense	-	-	-	-	-	-
Customer Service and Informational Expense	-	-	-	-	-	-
Sales Expense	-	-	-	-	-	-
Administrative & General Expense	56,000	16,300	16,300	16,600	17,600	19,200
Salaries	182,000	185,700	189,300	196,500	214,700	262,100
Total	\$ 318,400	\$ 313,900	\$ 349,600	\$ 423,400	\$ 452,700	\$ 521,800
c. Revenues less Cash Operating Expenses - EBITDA (a-b)	\$ (82,900)	\$ 392,600	\$ 592,400	\$ 518,600	\$ 536,400	\$ 568,700
d. Operating Expenses - Non-Cash						
Depreciation	\$ 493,400	\$ 493,400	\$ 493,400	\$ 493,400	\$ 493,400	\$ 475,400
e. Operating Income (d-c)	\$ (576,300)	\$ (100,800)	\$ 99,000	\$ 25,200	\$ 43,000	\$ 93,300
f. Non-Operating Income						
Interest Expense (all)	\$ (315,000)	\$ (308,400)	\$ (301,600)	\$ (287,300)	\$ (247,700)	\$ (148,700)
Misc Income	-	-	-	-	-	-
Total	\$ (315,000)	\$ (308,400)	\$ (301,600)	\$ (287,300)	\$ (247,700)	\$ (148,700)
g. Net Income (e+f)	\$ (891,300)	\$ (409,200)	\$ (202,600)	\$ (262,100)	\$ (204,700)	\$ (55,400)
h. Taxes and Fees						
Revenue Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIAC (one-time) Fee	-	-	-	-	-	-
Taxes (allocated)	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Net Income after Fees (g+h)	\$ (891,300)	\$ (409,200)	\$ (202,600)	\$ (262,100)	\$ (204,700)	\$ (55,400)

The table below shows the cash flow statement for years one, two, three, five, 10, and 20.

Table 12: Dark FTTP Lease Cash Flow Statement

Year	1	2	3	5	10	20
a. Net Income (From Income Statement)	\$ (891,300)	\$ (409,200)	\$ (202,600)	\$ (262,100)	\$ (204,700)	\$ (55,400)
b. Cash Outflows						
Debt Service Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reserve	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	(13,500)	(13,500)	-
Capital Lease	-	-	-	-	-	-
Issuance Cost (Financing)	(105,000)	-	-	-	-	-
Capital Expenditures	\$ (9,598,400)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ (9,703,400)	\$ -	\$ -	\$ (13,500)	\$ (13,500)	\$ -
c. Cash Inflows						
Utility Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reserve	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	-	-	-
Debt Service Reserve	-	-	-	-	-	-
Source A	10,500,000	-	-	-	-	-
Source B	-	-	-	-	-	-
Grant D	-	-	-	-	-	-
Grant E	-	-	-	-	-	-
Total	\$ 10,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
d. Total Cash Outflows and Inflows (b+c)	\$ 796,600	\$ -	\$ -	\$ (13,500)	\$ (13,500)	\$ -
e. Non-Cash Expenses - Depreciation	\$ 493,400	\$ 493,400	\$ 493,400	\$ 493,400	\$ 493,400	\$ 475,400
f. Adjustments (Proceeds from)						
Utility Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source A	(10,500,000)	-	-	-	-	-
Source B	-	-	-	-	-	-
Grant D	-	-	-	-	-	-
Grant E	-	-	-	-	-	-
Total	\$ (10,500,000)	\$ -	\$ -	\$ -	\$ -	\$ -
g. Adjusted Available Net Revenue	\$ (10,101,300)	\$ 84,200	\$ 290,800	\$ 217,800	\$ 275,200	\$ 420,000
h. Principal Payments on Debt						
Principal Payment (all)	\$ 220,700	\$ 227,300	\$ 234,100	\$ 248,400	\$ 288,000	\$ 387,000
Total	\$ 220,700	\$ 227,300	\$ 234,100	\$ 248,400	\$ 288,000	\$ 387,000
i. Net Cash (before adjustment)	\$ 178,000	\$ (143,100)	\$ 56,700	\$ (30,600)	\$ (12,800)	\$ 33,000
Net Cash	\$ 178,000	\$ (143,100)	\$ 56,700	\$ (30,600)	\$ (12,800)	\$ 33,000
j. Fee Adjustment (end of term)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fee Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
k. Net Cash (after adjustment)	\$ 178,000	\$ (143,100)	\$ 56,700	\$ (30,600)	\$ (12,800)	\$ 33,000
Net Cash	\$ 178,000	\$ (143,100)	\$ 56,700	\$ (30,600)	\$ (12,800)	\$ 33,000
l. Beginning Cash	\$ -					
Beginning Cash	\$ -					
Cash Balance (with beginning cash)						
Unrestricted Cash Balance	\$ 178,000	\$ 34,900	\$ 91,600	\$ 36,000	\$ 30,600	\$ 435,000
Fee Adjustment (end of term)	-	-	-	-	-	-
Depreciation Operating Reserve	-	-	-	27,000	4,500	4,500
Debt Service Reserve	-	-	-	-	-	-
Total Cash Balance	\$ 178,000	\$ 34,900	\$ 91,600	\$ 63,000	\$ 35,100	\$ 439,500

3.3.4 Dark FTTP Lease – Capital Additions

Significant network expenses—known as “capital additions”—are incurred in the first few years during the construction phase of the network. These represent the equipment, material and construction labor associated with building and implementing the dark FTTP network.

The table below shows the capital additions costs for years one, two, three, five, 10, and 20.

Table 13: Dark FTTP Lease Capital Additions

Year	1	2	3	5	10	20
a. Connectivity Implementation Costs						
Fiber (15 year depreciation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiber (10 year depreciation)	-	-	-	-	-	-
Fiber (7 year depreciation)	-	-	-	-	-	-
Fiber (6 year depreciation)	-	-	-	-	-	-
Fiber (5 year depreciation)	-	-	-	-	-	-
Network Equipment (10 year depreciation)	-	-	-	-	-	-
Network Equipment (7 year depreciation)	-	-	-	-	-	-
Network Equipment (6 year depreciation)	-	-	-	-	-	-
Network Equipment (5 year depreciation)	-	-	-	-	-	-
Customer Equipment (6 year depreciation)	-	-	-	-	-	-
Customer Equipment (5 year depreciation)	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. Support Equipment (5 year depreciation)						
Misc. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles	20,000	-	-	-	-	-
Emergency Restoration Kit	-	-	-	-	-	-
Fiber OTDR and Other Tools	20,000	-	-	-	-	-
Fiber Management System	50,000	-	-	-	-	-
Billing Interface	-	-	-	-	-	-
tbd 6	-	-	-	-	-	-
Total	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -
c. Construction and Fiber OSP						
Construction (5-Year Depreciation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction (10-Year Depreciation)	-	-	-	-	-	-
Construction (15-Year Depreciation)	-	-	-	-	-	-
Construction (20-Year Depreciation)	9,508,400	-	-	-	-	-
Construction (30-Year Depreciation)	-	-	-	-	-	-
	\$ 9,508,400	\$ -	\$ -	\$ -	\$ -	\$ -
Electric Utility Allocations (Make Ready)	\$ 1,180,000	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Electric Utility Allocations	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000

Please see **Attachment B** for a complete income statement, cash flow statement, balance sheet, and capital addition statement.

3.3.6 Dark FTTP Lease – Staffing and Operating Expenses

Staffing and expenses for the dark FTTP lease model are substantially less than the retail model. We estimate for staffing on technician is added for fiber maintenance and documentation.

Benefits are estimated at 30 percent of base salary. Charlevoix's total labor expenses will total roughly \$78,000 in year one, increasing at 2 percent annually thereafter.

Staffing levels assume that the initial fiber OSP construction and customer installs are done by contractors. Staffing levels also assume the ability to leverage electric human resources, accounting, customer service, record keeping (GIS for example), and other resources.

Table 14: Dark FTTP Lease Staffing

Position	Year					Base Salary (Year 1)
	1	2	3	4	5	
Customer Service Representative	-	-	-	-	-	\$ 50,000
Fiber Plant & Network Engineer	1.00	1.00	1.00	1.00	1.00	\$ 80,000
Field/Service/Install Technician	1.00	1.00	1.00	1.00	1.00	\$ 60,000
Sales	-	-	-	-	-	\$ 75,000
Dept Mgr	-	-	-	-	-	\$ 90,000
Total	2.00	2.00	2.00	2.00	2.00	

Additional key operating and maintenance assumptions include:

- Project planning estimated at \$30,000 in year one.
- Insurance estimated to be \$5,000 in year one, increasing by 1 percent annually.
- Legal fees estimated at \$10,000 in year one and \$5,000 per year in year 2 and beyond, increasing by 1 percent annually.
- Consulting fees estimated at \$10,000 in year one and \$5,000 per year in year 2 and beyond, increasing by 1 percent annually.
- Supplies estimated to be \$2,000 in year one, increasing by 1 percent annually.
- Training estimated at \$1,000 in year one, increasing by 1 percent annually.
- Pole attachment fees are estimated at \$58,800 per year.
- Locates and ticket processing estimated to be \$19,600 in years one through four, increasing by 1 percent annually.
- Fiber and network maintenance costs calculated at 2 percent of the total construction cost per year. These costs will total almost \$30,400 in year two, \$60,800 in year three, \$121,700 in year four and after. These expenses increase by 1 percent annually.

These above expenses are summarized in the income statement (Table 11).

4 Next Step Considerations

When considering a broadband offering whether it is a retail model, a dark FTTP lease, or other approach, we recommend that Charlevoix consider the tenets listed below. These are general rules of thumb for a successful FTTP project.

1. Understand that Consumers have Choices

The first tenet is to understand that broadband is a competitive business and that your customers do have choices. While broadband is becoming an essential service, as a competitive business, it differs significantly from the positioning of an electric utility in the marketplace. The competition can vary within your electric service footprint.

Many electric utilities may feel they will have no competitors in the broadband business. This is a false sense of security. First, some households might choose not to acquire a service. These households are on a decline, but it's also important not to dismiss substitute products that might also serve as a form of competition. For example, in many communities, consumers have options from telephone providers, wireless ISPs, 4G services, and geostationary orbit (GEO) options. Further, 5G and low-earth orbiting (LEO) satellite are emerging competitors. In addition, the FCC has implemented new rules (Citizen Band Radio Service) with the 3.65 GHz band, with a goal of encouraging rural broadband deployments. In some regions, these developments can change the competitive environment quickly.

You may be hearing from your consumer base that there is a significant demand for broadband. In some cases, this might be true. But be cautious of estimating the true demand based on these unsolicited comments. They may be representative of a vocal minority, and they comprise a self-selected sample. Many consumers are satisfied with lower-end broadband service such as DSL, even under the pandemic response; not all consumers have school-age children or can work at home.

If you enter the broadband market, you must ensure that your staff, management, and board are ready to operate in a competitive business. Understand that the top three activities in the broadband business are sales and marketing, sales and marketing, and sales and marketing! This is foreign to most electric utilities.

Customer service offerings to support broadband are also significantly different than those of the daily customer service offerings to support the utility and require different skills. Customers don't usually call the electric utility when their toaster isn't working, but with broadband offerings, customer service calls could become that granular.

Electric utilities have a monopoly service area, and electricity is an essential service. Electric utilities have virtually a 100 percent take rate. Cost recovery is accomplished by setting rates that are based on recovering investment and expenses. In broadband, the provider must set a service price that is a balance of demand at a given price. This balance is impacted by competitive pressures and individual consumer preferences. Acting as a broadband utility that has a monopoly service area without competition could be a financial disaster in a broadband offering.

2. Ensure Electric Operations Preparedness - Get Your House in Order

As mentioned previously in this report, a critical first step is defining and understanding your mission. Are you in the electric utility business? Are you an essential service provider? Are you a comfort provider?

Since broadband is a competitive business, you only have room for staff that are top players. You'll need to assess your staffing requirements and hire the correct skill sets, if they aren't already present, with an understanding of the business and a head for marketing and sales.

Meanwhile, your electric operation should be humming along smoothly in financial and operational health. The new broadband service venture will require time and effort from your staff so the regular utility operations must be in a good position to withstand the growing pains. Have a strategic planning and performance management system in place if possible.

It's also a good time to review all your policies – think defense. The new broadband offering will bring your utility more attention that you may have had in decades, and it's important to prepare accordingly to prevent getting derailed.

Finally, set your cash flow objectives and goals. In the mid-term, at best, this is a break-even operation, and your utility will need to be prepared to cover early losses.

3. Do a Thorough Feasibility Study

You are about to make a multi-million-dollar decision, so don't avoid shortcuts when performing the feasibility study. The findings detailed herein are just the first step. This report provides a working financial model and first cut at assumptions. In order to make a final decision about moving forward, each assumption will need further vetting.

As part of the next step in refining your feasibility study, you may elect to perform a demand-side market analysis, which requires segmentation, and possibly including a detailed market survey of residents. Remember that the vocal minority do represent a minority, so it's a good idea to understand the real scope of the demand across your customer base. If you choose, you may defer the market survey to the business planning or other later stage, in order to avoid raising customer expectations too early.

Recognize that a feasibility study is *not* a business plan. A feasibility study gives you a sense of risks and opportunity, whereas a business plan gives you direction on execution. Your staff will need to direct both.

Your competition has better economies of scale, so while you consider offering competitive pricing, it's important to remember that your competition will likely win a price war.

Lastly, do not turn over core operations to a management firm. Just imagine what your electric business would look like if this was done when municipal electric utilities emerged.

4. Own the Details - Know and Understand Every Assumption

It is critical that the key staff at the utility understand the basis for each assumption and how the model works. Your team needs to understand how each assumption impacts the model.

The model presented does not use cost allocations to the electric operations. However, many broadband efforts rely on allocations. If you look at allocations ensure they are reasonable, defensible, affordable, and legal.

The assumptions made are critical: the feasibility model does not correct, modify, or shape the assumptions made. Instead, the assumptions drive the financial projections.

5. Facilitate Team Learning

This new broadband venture will be a change for your staff, so it's important to provide ample time for your team members to learn. Since they will be running the day-to-day operations of the new business, it's important that each team member understands every assumption used in the feasibility model. To facilitate buy-in and maximize your team, find a place where everyone on your senior staff can participate.

6. Invest Time with Your Council

The Council must ultimately make the decision, so work to create as many learning and sharing opportunities as possible along the way. It's also their collective value system that will ultimately define your direction. Make sure that you, your governing body, and your staff are comfortable. After all, you are going to own the new business after the vendors and consultants have moved on.

7. Start Slow - Don't Bet the Bank

Consider the phases of growing a new business and protect your utility by making slow-moving growth choices. For example: build, sell, work to positive cash flow, then build again. This cycle will help minimize risk and ensure the speed of growth that you can handle.

Go after the market where there is demand, limited choices, and a "reasonable" build cost.

8. Consider Facilitation of Partnerships

Partnerships can also help you avoid risk and reduce capital costs. Partnerships can bring you scale and expertise that is hard to develop on your own.

But as you consider potential partnerships, beware of one-sided offers. It's important to carefully weigh each partnership offer and ensure that it equally favors both sides. Take the initiative to define the rules yourself.

9. Learn from Others: Know Where Failures and Successes Have Occurred

History is a great teacher, so try to take lessons from others' missteps, as well as from your own along the way. Common mistakes include under-estimating build costs, overlooking make-ready

costs, overestimating take rates, and under-estimating staffing levels for maintenance and customer service.

Some utilities have neglected to focus their business plan and instead spread themselves too thin, trying to be all to all. Some have forgotten about the cost and resources needed for equipment replenishments, replacements, and vendor maintenance.

Bad debt is real. You will need to be prepared to recognize and cut off bad payers. And finally, don't let your governance make operating decisions.

A common mistake that has led to some of the failures is adding the same inflation factor to revenues and expenses, which can make a bad feasibility model look good. With long-term capital intense projects such as FTTP, applying inflation can project substantial net revenues that are not obtainable.

In the calculations shown below, the table on the top uses the same inflation percentage on expenses and revenues. By contrast, the bottom table uses a lower inflation percentage on revenues, which results in relatively flat net revenues (net revenues historically with broadband have remained relatively flat). All other assumptions are the same.

As seen in the first table, net income rises steadily throughout the projection. In the second table, net income increases, but at a substantially lower rate. The difference in the resulting cash balances between the tables leaps between year 5 and year 10 (circled in green). This is due to the compounding on the net revenues (revenues less expenses) when the same inflation factor is applied to revenues and expenses. At the end of year 20, the difference between the projections is almost \$38 million (circled in red).

Table 15: Same Inflation Factor (growing net revenues)

Income Statement	1	5	10	15	20
Total Revenues	\$ 380,000	\$ 11,288,550	\$ 12,939,710	\$ 14,867,670	\$ 17,277,620
Total Cash Expenses	(1,841,520)	(6,294,620)	(7,056,460)	(8,015,620)	(9,132,690)
Depreciation	(781,910)	(2,710,440)	(2,524,680)	(2,449,700)	(2,449,700)
Interest Expense	(552,000)	(1,599,810)	(1,232,700)	(794,600)	(251,900)
City Fees	-	-	-	-	-
Net Income	\$ (2,795,430)	\$ 683,680	\$ 2,125,870	\$ 3,607,750	\$ 5,443,330
Cash Flow Statement	1	5	10	15	20
Unrestricted Cash Balance	\$ 146,380	\$ 1,410,650	\$ 7,717,030	\$ 19,720,920	\$ 37,648,830
Depreciation Reserve	-	2,668,840	3,151,320	353,120	832,120
Debt Service Reserve	690,000	2,167,500	2,167,500	2,167,500	2,167,500
Total Cash Balance	\$ 836,380	\$ 6,246,990	\$ 13,035,850	\$ 22,241,540	\$ 40,648,450

Table 16: Flat Net Revenues

Income Statement	1	5	10	15	20
Total Revenues	\$ 380,000	\$ 10,743,250	\$ 11,449,250	\$ 12,341,930	\$ 13,316,740
Total Cash Expenses	(1,841,520)	(6,350,740)	(7,203,630)	(8,294,680)	(9,595,680)
Depreciation	(781,910)	(2,710,440)	(2,524,680)	(2,449,700)	(2,449,700)
Interest Expense	(552,000)	(1,599,810)	(1,232,700)	(794,600)	(251,900)
City Fees	-	-	-	-	-
Net Income	\$ (2,795,430)	\$ 82,260	\$ 488,240	\$ 802,950	\$ 1,019,460
Cash Flow Statement	1	5	10	15	20
Unrestricted Cash Balance	\$ 146,380	\$ 159,770	\$ 646,400	\$ 985,120	\$ 16,490
Depreciation Reserve	-	2,668,840	3,151,320	353,120	832,120
Debt Service Reserve	690,000	2,167,500	2,167,500	2,167,500	2,167,500
Total Cash Balance	\$ 836,380	\$ 4,996,110	\$ 5,965,220	\$ 3,505,740	\$ 3,016,110

Again, the only difference between the models is how inflation is treated. It's amazing how a single assumption that is often treated as an afterthought can impact the projections.

10. Understand It's More Than a Spreadsheet

Finally, the feasibility study is only as good as the assumptions it is based upon. As indicated above, be cautious of adding "inflation" on revenues and expenses. Over a 20-year analysis, adding same inflation factor on revenues and expenses can make a bad business look good. With broadband you will be lucky to have revenue increases tracking dollar-for-dollar with expenses.

Many advisors will claim that the industry pricing is rising fast and cite cable television increases. The fact is that although cable television revenues are increasing (on a per subscriber basis) while expenses (content fees) are rising faster, resulting in eroding net margins. There are small to negative margins in cable, and internet service margins (on a per-sub basis) have remained flat.

The financial analysis needs to present a year-by-year income statement, cash flow statement, capital addition summary that follow accounting standards. Look carefully at cash flow, not just a Net Present Value (NPV) or an Internal Rate of Return (IRR) calculation. A projection can show a high 20-year IRR and have negative cash flows for the first 10 years, especially if inflation factors are misstated or misused. Also, clearly understand any allocations to electric utility capital or operations.

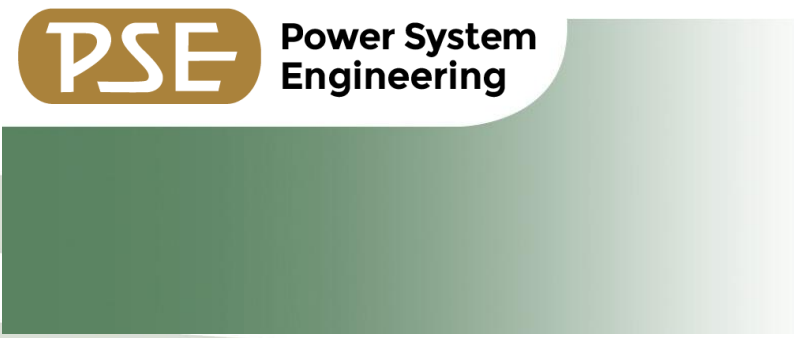
Finally, as stated above, a spreadsheet does not correct, modify, or shape assumptions made. The assumptions drive the projections. It is critical that you understand every assumption, its basis, and how the assumption is treated in the model.

Attachment A: Financial Analysis – Retail Model

Attached separately as an excel spreadsheet

Attachment B: Financial Analysis – Dark FTTP Model

Attached separately as an excel spreadsheet



Fiber to the Premises (FTTP) Broadband Planning & Analysis

City of Charlevoix Electric Department
Charlevoix, Michigan



MICHIGAN MUNICIPAL
ELECTRIC ASSOCIATION



CHARLEVOIX

Forward-Thinking Professionals
Helping Clients and Colleagues **ACHIEVE** Their **Goals**.

www.powersystem.org

Tom Asp, Bryan Durnen
January 2021

Project Background

- Funded by the Michigan Municipal Electric Association (MMEA) through a Rural Business Development Grant (RBDG) from Rural Development, an Agency of the USDA.
- The project explored the opportunity to provide broadband services over a fiber-to-the-premises (FTTP) network for six MMEA member municipal electric utilities in Michigan
 - Charlevoix
 - Eaton Rapids
 - Grand Haven
 - Hart
 - Negaunee
 - Norway

Project Steps for Charlevoix

- Provide a high-level review of the potential for the City of Charlevoix Electric Department (Charlevoix) to enter the broadband business as well as a magnitude cost estimate of implementing and operating a broadband business.
- Provide an overview of FTTP broadband services considerations, including:
 - Business-level considerations
 - Potential partnerships and alliances
 - Michigan-specific legislation
 - Financial projections for both retail and dark FTTP models
 - Recommended potential actions to encourage investment.

Business Considerations

- An important consideration when determining whether to expand, and that is to examine your mission
 - What are the drivers beyond a ROI?
 - Is Charlevoix in the business of providing security, comfort, and convenience? Or just providing electric?
- Need to fully evaluate how current broadband services and the expansion serves the municipal's overall mission and future

Defining Broadband

- The Federal Communication Commission (FCC) set its first definition of broadband in 1996, and it has slowly evolved from there.
 - 1996 broadband definition was a service that provided at least 200 kbps in either direction.
 - Today the FCC defines broadband as a service with at least 25 Mbps downstream and 3 Mbps upstream, this definition was adopted in 2015.
- For many applications, this definition is inadequate.
 - An alternate definition is to view broadband as a connectivity service that provides performance such that the connection does not in any way constrain the application you are using.

Defining Affordability

- Affordable is when the prices charged are comparable to other regions in the country.
 - Under this definition, broadband is affordable today.
- Affordable is when the prices charged for broadband are the same regardless if you are in the city or in a rural area.
 - Under this definition, broadband is not affordable in the rural areas (outside of cities, villages, or towns) today.
- Affordable is when any household, regardless of disposable income, is able to acquire broadband services.
 - Under this definition, broadband is not affordable today.

Broadband and Economic Development

- Broadband in itself is not an economic development strategy or initiative. Rather, broadband is another element in a broader strategy.
- Relating economic development to broadband service is an important objective for communities. It is important to give consideration to:
 - Coordinating broadband training opportunities with workforce development efforts and economic development goals.
 - Ensuring competitiveness of technology in the region for increasing/maintaining diversity of demand for technical infrastructure services.
 - Striving for diversification of industry types in the region.
 - Encouraging diversification among small businesses.

Broadband and Economic Development

- Relating economic development to broadband service is an important objective for communities. It is important to give consideration to (continued list):
 - Enhancing broadband opportunities for a wide range of industries, not just high-tech groups.
 - Becoming intimately familiar with the broadband providers so as to be able to advise new and existing businesses on broadband capabilities and location options.
 - Understanding path redundancy of the CLECs in Charlevoix.
 - Keeping provider information up to date.

Partnership and Alliance Models

- **Facilitation of Private Investment:** This model offers the lowest risk to the municipality. The alliance model focuses on steps to facilitate private investment in broadband infrastructure.
- **Leverage Public Assets:** In this model, both parties develop a strategy to work together to leverage and expand assets in order to advance the availability of broadband.

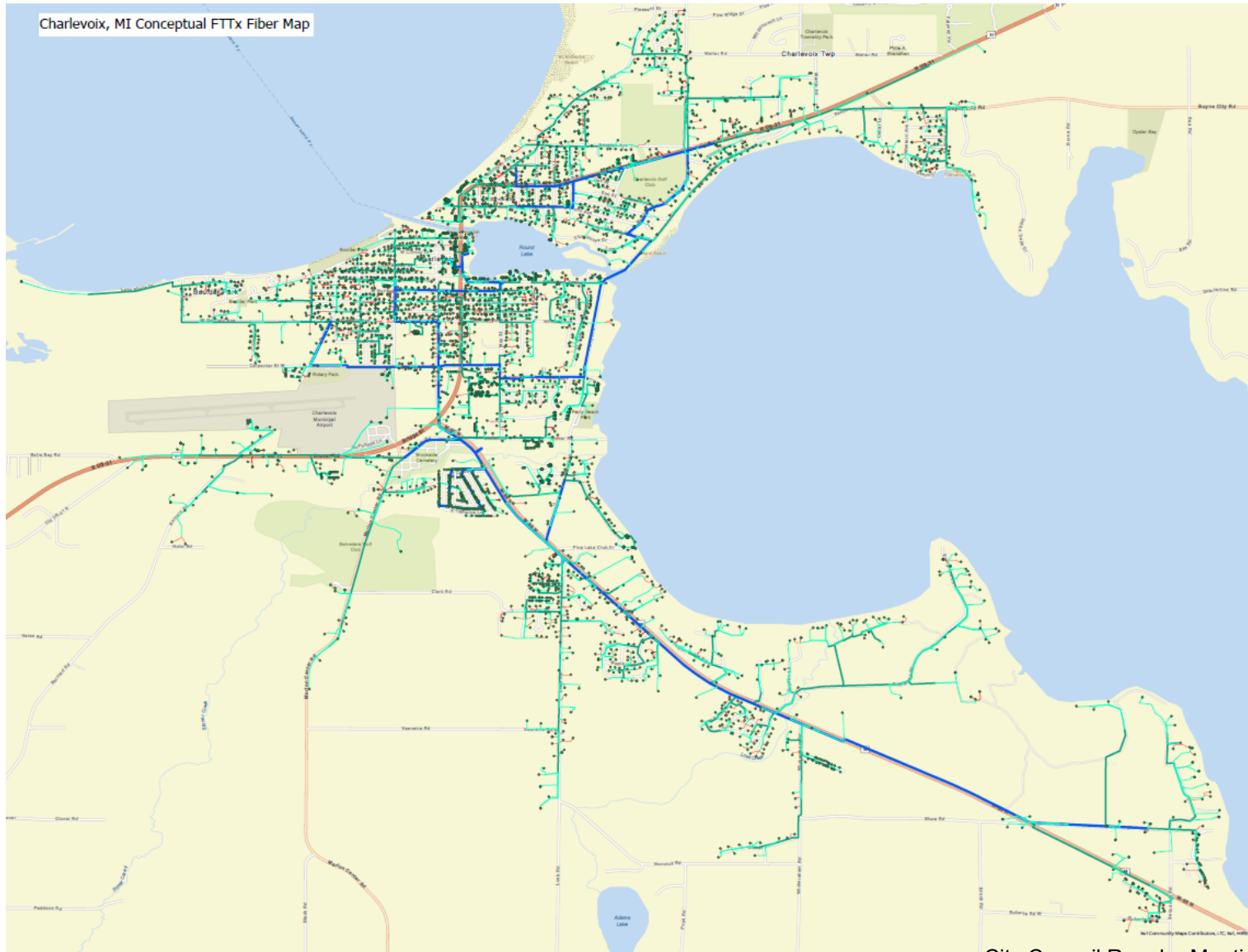
Partnership and Alliance Models

- **Leverage Public Financing:** This model is similar to an approach used at times in the U.S. for highways, toll roads, and bridges. In this model, the municipality makes the infrastructure investment while the private partner assumes a combination of engineering, construction management, operations, and/or maintenance responsibilities.
- **Obtain Operational Support:** In this model, the municipality deploys and operates the broadband network and is the retail service provider. To assist in operations the municipality will contract operational support from one or more private providers.
 - Norway uses this approach with Astrea Connect.

Metro Act

- Requires a public entity to issue a request for competitive, sealed bids before it can provide telecommunication services within its boundaries.
- Requires the public entity to conduct a three-year financial analysis before it adopts an ordinance or resolution authorizing the municipality to construct broadband facilities.
- Some attorneys have indicated that under the Metro ACT, the financial analysis must be reviewed and certified by a Certified Public Accountant (CPA). The public entity must conduct at least one public hearing before it adopts an ordinance or resolution authorizing the municipality to construct broadband facilities. Following the public hearing, the public entity may choose to adopt a broadband ordinance but is not required.

FTTP Conceptual Design and Cost Estimate



Legend

- Service location (4,876)
- Fiber cable
- Tier
- DROP (4,876)
- DROP_TAIL (1,436)
- DISTRIBUTION (650)
- FEEDER (33)

High-level design for cost estimation, not a build-level drawing or document.

Financial Analysis – Two Models

1. Retail services
2. Dark fiber

FTTP Cost Estimate

Category	Low	Mid	High
Fiber OSP	\$ 7,300,700	\$ 8,111,900	\$ 8,923,100
Make-Ready (MR)	826,000	1,180,000	1,534,000
Special Crossings	37,400	41,500	45,700
Engineering & Network Planning	665,200	739,100	813,000
Quality Assurance & Control	554,300	615,900	677,500
Total (with make ready)	\$ 9,383,600	\$ 10,688,400	\$ 11,993,300
Cost per passing (with make ready)	\$ 1,924	\$ 2,192	\$ 2,460
Total (without make ready)	\$ 8,557,600	\$ 9,508,400	\$ 10,459,300
Cost per passing (without make ready)	\$ 1,755	\$ 1,950	\$ 2,145

Other Estimated Costs – Retail Model

- The average drop cost will be \$788 and the installed ONT cost will be \$400 for residents and \$500 for small/medium businesses.
 - At a 42.5 percent take rate, this represents a cost of \$2,002,500 for the 4,876 passings.
- In addition, we estimate \$787,500 for the core network and GPON electronics and \$140,000 in special equipment, vehicles, and software.
- The subscriber take rate and service price projections are selected to show what would be required in order to cash flow the model.

Dark FTTP Model

- In a “dark FTTP lease” model, the lessor constructs and owns the fiber network, the private provider (lessee) “lights” the fiber with electronics and directly serves the end user.
- Two models
 - Huntsville AL the lessee covers drop cost
 - Westminster MD the lessor covers the drop costs
- Charlevoix would have to charge approximately \$16.10 per month in per-passing lease fees to a private provider model like the lease agreement between Google Fiber and Huntsville Utilities, in which the private provider is responsible for drop cables.
 - This lease fee is 2.15 times the fee Huntsville and Google agreed upon.

Steps to Advance Availability of Broadband

- We identified three key classifications of actions that might be considered to advance the availability and affordability of broadband.
 - Initiatives that can be implemented by the municipal electric utility (or other public entity).
 - Actions that will encourage private internet service providers (ISPs) to expand investment and services.
 - Steps that encourage development of federal or state policies and legislation.
- A complete strategy to promote broadband availability will address both demand and supply issues

Alternatives to Municipal Investment in FTTP

- Waive make-ready costs
- Streamline permitting process
- Seek grant funding (joint application with provider)
- Provide grant funding to provider
- Provide access to existing fiber assets
- Provide aid in marketing

Questions



Thank You

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CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - March 1, 2021

DATE: March 15, 2021

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, March 1, 2021 – 6:00 p.m.
210 State Street, Charlevoix, MI

The virtual meeting was called to order at 6:00 p.m. by Mayor Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor: Luther Kurtz (from Hanalei, HI)
Members Present: Mark Knapp (from Kissimmee, FL), Greg Bryan, Aaron Hagen, Janet Kalbfell, Phil Parr, Brian Slater (all other members from Charlevoix)
Members Absent: None
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – February 15, 2021
- B. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – March 2, 2021
 - b. ACH Payments – February 16, 2021 to February 22, 2021
 - c. Payroll Check Register – February 19, 2021
 - d. Payroll Transmittal – February 19, 2021
 - e. Tax Disbursement – March 2, 2021
- C. Assignment of MPPA Authorized Representative

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-03-01
RESOLUTION APPROVING THE APPOINTMENT OF AUTHORIZED REPRESENTATIVE

WHEREAS, *the City of Charlevoix is a member municipality of the Michigan Public Power Agency ("MPPA"), a joint action agency organized and existent pursuant to Act 448 of the Michigan Public Acts of 1976, as amended; and*

WHEREAS, *MPPA has created the Energy Services Project and Project Committee pursuant to its Bylaws to allow participating MPPA members to obtain energy services to meet their customers' needs; and*

WHEREAS, *the City of Charlevoix believes it is in the best interest of the City and its customers for the City to control the risks associated with the transactions conducted through the MPPA's Energy Services Project; and*

WHEREAS, *the City of Charlevoix must appoint an Authorized Representative to follow the rules of the City of Charlevoix Power Supply Risk Management Policy when approving authorized transactions through the MPPA Energy Services Project.*

NOW THEREFORE BE IT RESOLVED, *by the City Council of the City of Charlevoix appoints Charlevoix Electric Department Director John Griffith as the Authorized Representative under the MPPA Power Supply Risk Management Policy and authorizes this individual to approve energy, capacity, transmission and related transactions that have a length of up to one year.*

RESOLVED *this 1st day of March, 2021 A.D.*

Resolution was adopted by the following yea and nay vote:

Yeas: Slater, Hagen, Knapp, Kalbfell, Parr, Bryan
Nays: None

- D. Networks Northwest Contract Renewals – City Planner \$48,840 year one, \$49,800 year two, \$50,780 year three; City Zoning Administrator: \$50,490 year one, \$51,500 year two, \$52,525 year three
- E. Approve Agreement with ParkMobile for Parking Payment – three-year contract \$0.35 user fee/transaction
- F. Approve Agreement with Granicus for STR Registration Processing - \$13,343.97 one-year contract

DRAFT

Motion by Kalbfell, second by Slater to approve the Consent Agenda.

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

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Easter Egg Hunt Event Request

The Chamber of Commerce requested permission to hold the annual Easter Egg Hunt in East Park on Saturday, April 3, 2021. In accord with the Special Events Policy, all events in East Park require City Council authorization.

Mayor Kurtz opened the item to public comment, and none was heard.

Motion by Bryan, second by Parr to authorize the Annual Easter Egg Hunt for April 3, 2021 in East Park.

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

Nays: None

B. Board Appointment for Lake Charlevoix EMS Authority

City Manager Heydlauff recalled that Council needed to appoint a member to the Board of Directors of the Lake Charlevoix EMS Authority. Pursuant to the founding document of the authority, the appointee from the City of Charlevoix will serve an initial one-year term before the standard three-year term so that there is staggered membership of the board. The appointee must be a resident of the City of Charlevoix.

Mayor Kurtz opened the item to public comment, and none was heard.

Motion by Kalbfell, second by Slater to appoint Shane Cole to represent the City of Charlevoix on the Lake Charlevoix EMS Authority Board for a one-year term ending on March 31, 2022.

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

Nays: None

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- Airport is receiving more CARES Act money
- New Airport fuel tank being installed tomorrow at the fuel farm

C. Mayor & Council Comments

- Bryan and Parr noted the amount of folks in town; looks to be busy this summer
- Mayor thanked the local waitstaff for great service

9. Other Council Business

A. Closed Session: Consider the Purchase of Real Property MCL 15.268(d)

Motion by Kalbfell, second by Hagen to enter Closed Session pursuant to MCL 15.268(d) to consider the purchase of real property.

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

Nays: None

Council moved into Closed Session at 6:15 p.m. Council resumed Open Session at 6:26 p.m.

City Manager Heydlauff stated that the City has been negotiating the purchase of a five-acre property on Carpenter near the Airport. He explained that this property could be used for a variety of things including affordable housing. At Council's direction, the City Manager negotiated with property owner James Hater (Project Investments, LLC) and agreed upon a purchase price of \$130,000.

Mayor Kurtz opened the item to public comment, and none was heard.

Motion by Kalbfell, second by Knapp to allow the Mayor and City Clerk to sign the Purchase Agreement with Project Investments, LLC for the purchase of property in the amount of \$130,000.

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

Nays: None

10. Adjourn

The Mayor adjourned the meeting at 6:32 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Regular Accounts Payable – 03/02/2021			
ABILITA	4,551.51	KNORR, KENT J.	50.00
AIRGAS USA LLC	137.33	MATELSKI, KRISTEN	50.00
AMERICAN WASTE INC.	570.00	MAYER, SHELLEY L.	50.00
ANDERSON, ELIZABETH A.	50.00	McGINN, KELLY A.	50.00
ANZELL, BETH A.	50.00	MCMULLEN, DONALD R.	50.00
AT YOUR SERVICE PLUS INC	250.00	MICHAEL MURPHY IV PHOTOGRAPHY	1,250.00
AVFUEL CORPORATION	30,907.37	MICH DEPT OF HEALTH & HUMAN SVCS	344.02
AZZOPARDI, ANTHONY J.	50.00	MICHIGAN WATER ENV ASSOC	350.00
BEHAN, DEAN	165.00	MILLER, WILLIAM S.	50.00
BLAZING AVIATION	484.41	MURRAY'S CREATIONS	100.00
BLUE WATER MANAGEMENT SOLUTIONS	165.00	NORTHERN CREDIT SERVICES	56.88
BOUND TREE MEDICAL LLC	689.88	NORTHERN MICHIGAN REVIEW INC.	580.43
BRADFORD'S	44.25	OHM ADVISORS	40,425.58
CENTRAL DRUG STORE	80.04	OLSON BZDOK & HOWARD	1,132.50
CONWAY PROFESSIONAL SERVICES	370.00	OMS COMPLIANCE SERVICES INC	248.50
CRYSTAL FLASH ENERGY	949.33	PAUL'S METER TESTING LLC	3,040.60
CUMMINS BRIDGEWAY LLC	2,059.02	PENINSULA FIBER NETWORK LLC	470.00
DELL MARKETING L P	2,856.90	PLUNKETT & COONEY	6,306.09
DeROSIA, PATRICIA E.	50.00	POSTMASTER	175.90
DIGITAL DOLPHIN	559.85	POWER LINE SUPPLY	17,468.45
DITCH WITCH SALES OF MICHIGAN	1,685.00	PURITY CYLINDER GASES INC	115.58
DOAN, GERARD P.	50.00	RCL CONSTRUCTION CO INC	421,119.52
DORNBOS SIGN INC.	765.54	RESOLUTION G2 LLC	4,585.46
DOTSON, LINDSEY J.	50.00	SCHOLEY, ROBERT W.	50.00
EDGEWATER RESOURCES LLC	235.00	SILVA, JESSE L.A.	50.00
ELLIOTT, PATRICK M.	50.00	SPARTAN STORES LLC	100.76
ELLSWORTH FARMER'S EXCHANGE	707.50	STATE AND MASON LLC	1,000.00
FASTENAL COMPANY	226.92	STEPHENS, LYON G.	50.00
FAULKNER, CHRISTOPHER	50.00	SUPERIOR MECHANICAL	354.00
GOLDING, JOYCE M.	50.00	THE BANK OF NEW YORK MELLON N.A.	508,807.03
GRIFFITH, JOHN J	50.00	TIMMS, ROBERT	245.00
GRP ENGINEERING INC.	3,339.50	TRAVERS, MANUEL J.	50.00
HACH COMPANY	1,026.86	UP NORTH ASSESSING INC	5,100.00
HARBOR FENCE COMPANY	1,600.00	USA BLUE BOOK	1,878.51
HEYDLAUFF, MARK L.	50.00	UTILITIES INSTRUMENTATION SERVICE	21,045.00
HILLING, NICHOLAS A.	48.61	UTILITY FINANCIAL SOLUTIONS	19,500.00
IDEXX DISTRIBUTION INC.	1,622.27	WURST, RANDALL W.	50.00
INDEPENDENT DRAFTING SERVICES	1,760.00	WYMAN, MATTHEW A.	50.00
JACKLIN STEEL SUPPLY CO	1,259.25	TOTAL	1,116,481.15
JOHN E. GREEN COMPANY	165.00		
KALBFELL, JOHN	150.00		
KLOOSTER, ALIDA K.	50.00		
KLOOSTER, PATRICK H.	50.00		
ACH Payments – 02/16/2021 to 02/22/2021			
MI PUBLIC POWER AGENCY	13,368.48	MERS (DEFINED BENEFIT PLAN)	51,225.38
IRS (PAYROLL TAX DEPOSIT)	37,740.18	MI PUBLIC POWER AGENCY	21,605.24
ALERUS FINANCIAL (HCSP)	350.00	TOTAL	152,718.58
STATE OF MI (WITHHOLDING TAX)	5,601.75		
VANTAGEPOINT (401 ICMA PLAN)	912.08		
VANTAGEPOINT (457 ICMA PLAN)	20,634.71		
VANTAGEPOINT (ROTH IRA)	1,280.76		
Payroll Net Pay – Check Date 02/19/2021			
HEYDLAUFF, MARK L.	2,887.53	MILLER, FAITH G.	34.93
GOLDING, JOYCE M.	1,714.63	McGINN, KELLY A.	1,628.05
DEROSIA, PATRICIA E.	1,195.27	DOAN, GERARD P.	2,416.03
DOTSON, LINDSEY J.	1,423.60	SCHOLEY, ROBERT W.	1,741.54
KLOOSTER, ALIDA K.	1,756.59	UMULIS, MATTHEW T.	1,013.26
GOLOVICH, KAREN J.	982.15	ORBAN, BARBARA K.	1,181.01
BARNEVELD, RICHELLE L.	1,163.84	RILEY, DENISE M.	460.04
EDWARDS, MACKENZIE R.	1,352.89	MUNK, CHRISTOPHER J.	1,270.06

DRAFT

SCHICK, TIELER R.	1,355.60	BOSS, BEAU J.	1,162.05
STEWART, MORGAN J.	1,433.06	BEMIS, GARRETTSON G.	424.72
MATELSKI, KRISTEN L.	1,358.74	COFFEY, JASON J.	396.56
WURST, RANDALL W.	1,634.93	WYMAN, MATTHEW A.	1,649.54
MAYER, SHELLEY L.	1,500.37	MILLER, WILLIAM S.	916.11
HILLING, NICHOLAS A.	1,608.70	DOUGLAS, MARK	958.83
MEIER III, CHARLES A.	1,317.73	FRATRICK, JOSEPH W.	698.32
ZACHARIAS, STEVEN B.	1,308.70	CARSON, SAWYER J.	848.65
NEWMAN, MARK J.	1,092.33	MCMULLEN, DONALD R.	1,804.72
GRIFFITH, JOHN J.	2,937.39	SILVA, JESSE L.A.	1,594.65
EATON, BRAD A.	2,548.39	JOHNSON, MELISSA A.	78.78
WILSON, TIMOTHY J.	2,673.23	STEPHENS, LYON G.	1,132.36
LAVOIE, RICHARD L.	2,274.39	TRAVERS, MANUEL J.	1,278.84
STEVENS, BRANDON C.	2,652.15	FAULKNER, CHRISTOPHER J.	2,532.99
DRAVES, MARTIN J.	2,253.93	STEVENS, JEFFREY W.	92.35
ANDERSON, ELIZABETH A.	1,234.96	RILEY, CASEY W.	442.35
KENWABIKISE, DAVID L.	1,106.38	JONES, LARRY M.	99.55
ELLIOTT, PATRICK M.	2,741.56	LEPIRD, KATIE A.	1,091.46
SCHWARTZFISHER, JOSEPH	1,546.05	MOYER, DAVID T.	95.37
BRADLEY, KELLY R.	1,366.24	CORNELL, BRITTA J.	238.72
HART II, DELBERT W.	1,526.90	MISHLER, MICHAEL J.	855.62
JONES, ROBERT F.	1,763.32	AZZOPARDI, ANTHONY J.	2,013.46
FARRELL, MITCHELL L.	1,349.13	PECK, JARICA L.	370.91
THORP JR, WILLIAM D.	1,859.86	DIETZ, AMANDA M.	205.75
LEITNER, RYAN S.	1,991.25	WELLS, JANINNA J.	183.32
FERGUSON, ROYCE L.	1,806.77	MOYER, NATHAN I.	1,151.15
KNORR, KENT J.	1,965.65	HOSLER, ERIK R.	125.03
ANZELL, BETH A.	1,320.37	BYRNE, RYAN M.	162.76
BOSS, SHERRY M.	249.74	WHITLEY, ANDREW T.	2,291.29
DOE-NIMPHIE, SETH K.	89.86	MORRISON, KEVIN P.	1,996.01
PORATH, JACOB P.	196.72	BOSS JR, DALE E.	1,560.25
WHITLEY, NICHOLAS J.	71.89	HILLIGAN, ABIGAIL B.	440.39
HAGEN, MADISON L.	248.68	MATTER, DAWSON K.	129.40
WHITE III, MARCUS W.	478.67	HOLM, ARTHUR R.	1,202.78
BERTINELLI, DAVID P.	134.79	WILLSON, BRENDA R.	140.18
FOSTER, WILLIAM P.	393.58	TOTAL	104,769.83
MATTACK, JEFFREY C.	668.28		
MAY, MEREDITH A.	122.90		

Payroll Transmittal – 02/19/2021

4FRONT CREDIT UNION	1,018.00	DISCOVER BANK	288.34
AMERICAN FAMILY LIFE	540.72	MI STATE DISBURSEMENT UNIT	209.65
CALIF. STATE DISBURSEMENT UNIT	92.19	MONY LIFE INSURANCE	353.12
CHAR EM UNITED WAY	90.00	PRIORITY HEALTH	1,584.57
CHARLEVOIX STATE BANK	867.00	TOTAL	5,718.61
COMMUNICATION WORKERS OF AMER	675.02		

Tax Disbursement – 03/02/2021

CHARLEVOIX COUNTY TREASURER	150.17	CHARLEVOIX-EMMET ISD	273,767.16
CHARLEVOIX COUNTY TREASURER	172,050.65	CITY OF CHARLEVOIX - TAXES DUE	74,719.74
CHARLEVOIX DISTRICT LIBRARY	114,721.15	RECREATIONAL AUTHORITY	22,228.98
CHARLEVOIX PUBLIC SCHOOLS	1,715.30	ROMIG, NEALE	11.20
CHARLEVOIX PUBLIC SCHOOLS	72.97	TOTAL	659,581.81
CHARLEVOIX PUBLIC SCHOOLS	51.09		
CHARLEVOIX PUBLIC SCHOOLS	21.89		
CHARLEVOIX PUBLIC SCHOOLS	71.51		

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: March 15, 2021

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
02/25/2021		
132847	AT&T MOBILITY	915.62
132848	CHARLEVOIX STATE BANK	2,992.86
132849	CHARLEVOIX TOWNSHIP	35.58
132850	GREAT LAKES ENERGY	231.29
132851	US BANK	101,800.00
Total 02/25/2021:		105,975.35
Grand Totals:		105,975.35

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

02/25/21	Special Accounts Payable Run	\$	105,975.35
03/05/21	Payroll (net pay)	\$	112,462.31
03/05/21	Payroll Transmittal Checks	\$	6,192.20
03/16/21	Regular Accounts Payable	\$	245,041.71

Checks Sub-Total: \$ 469,671.57

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

02/25/21	MI Public Power Agency	\$	197,668.58
03/01/21	MI Public Power Agency	\$	12,830.82
03/02/21	Proximity Space Inc	\$	99.00
03/03/21	AMG Payment Solutions	\$	24.99
03/03/21	Neofunds by Neopost	\$	5,000.00
03/03/21	Payment Service Network Inc.	\$	247.50
03/05/21	IRS (Payroll Tax Deposit)	\$	40,155.81
03/05/21	Alerus Financial (HCSP)	\$	350.00
03/05/21	State of MI (Withholding Tax)	\$	6,002.73
03/05/21	Vantagepoint (401 ICMA Plan)	\$	912.07
03/05/21	Vantagepoint (457 ICMA Plan)	\$	20,152.40
03/05/21	Vantagepoint (Roth IRA)	\$	1,080.76
03/09/21	DTE Energy	\$	9,110.82
03/10/21	State of MI (Sales Tax)	\$	21,413.02

ACH Sub-Total: \$ 315,048.50

Huntington National Bank Total: \$ 784,720.07

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/16/21	Tax Disbursement	\$	71,658.37
Charlevoix State Bank Total:		\$	71,658.37

Grand Total: \$ 856,378.44

APPROVED:



CITY MANAGER

CITY TREASURER

CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/27/2021	PC	03/05/2021	32653	HEYDLAUFF, MARK L.	102		3,175.96
02/27/2021	PC	03/05/2021	32654	GOLDING, JOYCE M.	106		2,161.34
02/27/2021	PC	03/05/2021	32655	DEROSIA, PATRICIA E.	107		1,094.85
02/27/2021	PC	03/05/2021	32656	DOTSON, LINDSEY J.	109		1,423.60
02/27/2021	PC	03/05/2021	32657	KLOOSTER, ALIDA K.	121		2,144.59
02/27/2021	PC	03/05/2021	32658	GOLOVICH, KAREN J.	122		982.16
02/27/2021	PC	03/05/2021	32659	BARNEVELD, RICHELLE	123		1,163.85
02/27/2021	PC	03/05/2021	32660	EDWARDS, MACKENZIE	124		1,763.06
02/27/2021	PC	03/05/2021	32661	MCGINN, KELLY A.	146		2,074.77
02/27/2021	PC	03/05/2021	32662	DOAN, GERARD P.	201		2,416.02
02/27/2021	PC	03/05/2021	32663	SCHOLEY, ROBERT W.	204		1,666.46
02/27/2021	PC	03/05/2021	32664	UMULIS, MATTHEW T.	205		1,069.84
02/27/2021	PC	03/05/2021	32665	ORBAN, BARBARA K.	209		1,387.85
02/27/2021	PC	03/05/2021	32666	RILEY, DENISE M.	213		457.75
02/27/2021	PC	03/05/2021	32667	MUNK, CHRISTOPHER J.	215		1,695.93
02/27/2021	PC	03/05/2021	32668	SCHICK, TIELER R.	216		1,733.68
02/27/2021	PC	03/05/2021	32669	STEWART, MORGAN J.	217		1,447.15
02/27/2021	PC	03/05/2021	32670	MATELSKI, KRISTEN L.	230		1,358.74
02/27/2021	PC	03/05/2021	32671	WURST, RANDALL W.	411		1,204.50
02/27/2021	PC	03/05/2021	32672	MAYER, SHELLEY L.	412		1,500.37
02/27/2021	PC	03/05/2021	32673	HILLING, NICHOLAS A.	413		1,946.64
02/27/2021	PC	03/05/2021	32674	MEIER III, CHARLES A.	421		1,495.25
02/27/2021	PC	03/05/2021	32675	ZACHARIAS, STEVEN B.	422		1,308.70
02/27/2021	PC	03/05/2021	32676	NEWMAN, MARK J.	424		1,279.82
02/27/2021	PC	03/05/2021	32677	GRIFFITH, JOHN J.	500		2,937.39
02/27/2021	PC	03/05/2021	32678	EATON, BRAD A.	515		2,331.20
02/27/2021	PC	03/05/2021	32679	WILSON, TIMOTHY J.	516		3,085.21
02/27/2021	PC	03/05/2021	32680	LAVOIE, RICHARD L.	519		2,274.39
02/27/2021	PC	03/05/2021	32681	STEVENS, BRANDON C.	521		2,356.50
02/27/2021	PC	03/05/2021	32682	DRAVES, MARTIN J.	523		2,427.73
02/27/2021	PC	03/05/2021	32683	ANDERSON, ELIZABETH	526		1,234.96
02/27/2021	PC	03/05/2021	32684	KENWABIKISE, DAVID L.	528		1,106.38
02/27/2021	PC	03/05/2021	32685	ELLIOTT, PATRICK M.	600		2,741.55
02/27/2021	PC	03/05/2021	32686	SCHWARTZFISHER, JOS	603		1,461.17
02/27/2021	PC	03/05/2021	32687	BRADLEY, KELLY R.	614		1,450.40
02/27/2021	PC	03/05/2021	32688	HART II, DELBERT W.	616		1,640.99
02/27/2021	PC	03/05/2021	32689	JONES, ROBERT F.	618		1,529.70
02/27/2021	PC	03/05/2021	32690	FARRELL, MITCHELL L.	622		1,372.84
02/27/2021	PC	03/05/2021	32691	THORP JR, WILLIAM D.	623		1,450.00
02/27/2021	PC	03/05/2021	32692	LEITNER, RYAN S.	624		1,488.53
02/27/2021	PC	03/05/2021	32693	FERGUSON, ROYCE L.	625		1,909.69
02/27/2021	PC	03/05/2021	32694	KNORR, KENT J.	700		1,965.65
02/27/2021	PC	03/05/2021	32695	ANZELL, BETH A.	702		1,320.37
02/27/2021	PC	03/05/2021	32696	BOSS, SHERRY M.	730		365.55
02/27/2021	PC	03/05/2021	32697	DOE-NIMPHIE, SETH K.	738		206.38
02/27/2021	PC	03/05/2021	32698	REDMAN, SEAN M.	739		206.38
02/27/2021	PC	03/05/2021	32699	PORATH, JACOB P.	741		234.46
02/27/2021	PC	03/05/2021	32700	WHITLEY, NICHOLAS J	742		305.53
02/27/2021	PC	03/05/2021	32701	HAGEN, MADISON L.	752		310.85
02/27/2021	PC	03/05/2021	32702	WHITE III, MARCUS W.	754		255.73
02/27/2021	PC	03/05/2021	32703	BERTINELLI, DAVID P.	764		471.78
02/27/2021	PC	03/05/2021	32704	FOSTER, WILLIAM P.	765		433.40
02/27/2021	PC	03/05/2021	32705	MATTACK, JEFFREY C.	767		668.28
02/27/2021	PC	03/05/2021	32706	MAY, MEREDITH A.	771		67.40
02/27/2021	PC	03/05/2021	32707	BOSS, BEAU J.	788		1,162.05
02/27/2021	PC	03/05/2021	32708	BEMIS, GARRETTSON G.	797		460.06
02/27/2021	PC	03/05/2021	32709	COFFEY, JASON J.	798		396.56

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/27/2021	PC	03/05/2021	32710	WYMAN, MATTHEW A.	927		1,675.04
02/27/2021	PC	03/05/2021	32711	MILLER, WILLIAM S.	933		1,362.82
02/27/2021	PC	03/05/2021	32712	DOUGLAS, MARK	935		906.31
02/27/2021	PC	03/05/2021	32713	FRATRICK, JOSEPH W.	940		526.25
02/27/2021	PC	03/05/2021	32714	CARSON, SAWYER J.	941		698.84
02/27/2021	PC	03/05/2021	32715	MCMULLEN, DONALD R.	1000		1,804.72
02/27/2021	PC	03/05/2021	32716	SILVA, JESSE L.A.	1001		1,512.15
02/27/2021	PC	03/05/2021	32717	JOHNSON, MELISSA A.	1004		534.81
02/27/2021	PC	03/05/2021	32718	STEPHENS, LYON G.	1005		1,590.96
02/27/2021	PC	03/05/2021	32719	TRAVERS, MANUEL J.	1006		2,167.39
02/27/2021	PC	03/05/2021	32720	FAULKNOR, CHRISTOPH	1007		2,002.86
02/27/2021	PC	03/05/2021	32721	STEVENS, JEFFREY W.	1028		622.39
02/27/2021	PC	03/05/2021	32722	RILEY, CASEY W.	1052		276.27
02/27/2021	PC	03/05/2021	32723	JONES, LARRY M.	1057		405.05
02/27/2021	PC	03/05/2021	32724	LEPIRD, KATIE A.	1061		847.94
02/27/2021	PC	03/05/2021	32725	CORNELL, BRITTA J.	1106		584.71
02/27/2021	PC	03/05/2021	32726	MISHLER, MICHAEL. J.	1107		1,001.48
02/27/2021	PC	03/05/2021	32727	AZZOPARDI, ANTHONY J.	1108		1,602.32
02/27/2021	PC	03/05/2021	32728	PECK, JARICA L.	1114		657.06
02/27/2021	PC	03/05/2021	32729	DIETZ, AMANDA M.	1115		1,358.86
02/27/2021	PC	03/05/2021	32730	WELLS, JANINNA J.	1117		140.18
02/27/2021	PC	03/05/2021	32731	MOYER, NATHAN I.	1118		1,774.52
02/27/2021	PC	03/05/2021	32732	HOSLER, ERIK R.	1122		978.40
02/27/2021	PC	03/05/2021	32733	BYRNE, RYAN M.	1123		304.98
02/27/2021	PC	03/05/2021	32734	HOLOWACH, ROGER E.	1124		352.48
02/27/2021	PC	03/05/2021	132852	WHITLEY, ANDREW T.	522		2,330.55
02/27/2021	PC	03/05/2021	132853	MORRISON, KEVIN P.	601		1,332.94
02/27/2021	PC	03/05/2021	132854	BOSS JR, DALE E.	701		1,560.25
02/27/2021	PC	03/05/2021	132855	HILLIGAN, ABIGAIL B.	769		452.34
02/27/2021	PC	03/05/2021	132856	MATTER, DAWSON K.	786		140.18
02/27/2021	PC	03/05/2021	132857	HOLM, ARTHUR R.	791		1,202.78
02/27/2021	PC	03/05/2021	132858	WILLSON, BRENDA R.	799		172.54
Grand Totals:			89				112,462.31

Report Criteria:

Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/27/2021	03/05/2021	132859	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,018.00
02/27/2021	03/05/2021	132860	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
02/27/2021	03/05/2021	132860	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	420.31
02/27/2021	03/05/2021	132861	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
02/27/2021	03/05/2021	132862	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 2/27/2	90.00
02/27/2021	03/05/2021	132863	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	867.00
02/27/2021	03/05/2021	132864	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	675.02
02/27/2021	03/05/2021	132865	DISCOVER BANK	9032	Garnishment: WWR File #040038	323.96
02/27/2021	03/05/2021	132866	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	429.88
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	246.84
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 2/27/	52.09
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 2/27/20	4.40
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	39.99
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 2/27	6.84
02/27/2021	03/05/2021	132867	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 2/27/2	2.96
02/27/2021	03/05/2021	132868	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 2	251.25
02/27/2021	03/05/2021	132869	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,584.57
Grand Totals:		17				6,192.20



Check Number	Payee	Amount
03/16/2021		
132870	ACCUMED GROUP, THE	3,025.27
132871	ACE HARDWARE	3,570.67
132872	ALL AREA TOWING	225.00
132873	AMERICAN WASTE INC.	938.40
132874	AT YOUR SERVICE PLUS INC	250.00
132875	AUTO VALUE	867.58
132876	BOUND TREE MEDICAL LLC	123.74
132877	BRADFORD'S	39.00
132878	CARLSON - DIMOND & WRIGHT INC	5,305.94
132879	CDW GOVERNMENT INC.	422.67
132880	CINTAS CORPORATION	109.73
132881	CITY OF CHARLEVOIX - MISC	727.62
132882	CLOTHING COMPANY, THE	125.00
132883	CONWAY PROFESSIONAL SERVICES	220.00
132884	CUMMINS BRIDGEWAY LLC	1,393.35
132885	DEERE & COMPANY	8,385.58
132886	DHILLON, SCHARNJEET	75.00
132887	DREBENSTEDT, ROBERT	1,000.00
132888	F.H. BLACK & COMPANY	717.50
132889	FAMILY FARM & HOME	100.54
132890	FANTER, ANDREA	15.70
132891	FASTENAL COMPANY	72.06
132892	GALLS AN ARAMARK COMPANY	1,331.99
132893	GRANICUS	13,343.97
132894	GRP ENGINEERING INC.	10,000.00
132895	HEALTH DEPT OF NW MICHIGAN	945.00
132896	HUNTINGTON NATIONAL BANK	135,550.00
132897	HYDRO CORP	539.50
132898	JONES, NEIL & JOANNE	75.00
132899	JOPPA HOUSE MINISTRIES PROGRA	14,000.00
132900	KSS ENTERPRISES	521.54
132901	LAMAR COMPANIES	770.00
132902	LAWRENCE, KAILEY	31.32
132903	MCCARDEL CULLIGAN-PETOSKEY	51.50
132904	MEDLINE INDUSTRIES INC	110.37
132905	MICHIGAN ASSOC OF PLANNING	590.00
132906	MICHIGAN WATER ENV ASSOC	294.00
132907	MILLINGTON, MARY F.	69.40
132908	NAVIA BENEFIT SOLUTIONS	50.00
132909	NORTH CENTRAL MICHIGAN COLLEG	66.00
132910	NORTHERN MICHIGAN MEDCENTER -	128.00
132911	NYE UNIFORM CO	280.00
132912	OHM ADVISORS	14,442.04
132913	OTEC	703.00
132914	POWER LINE SUPPLY	8,473.47
132915	PRESTON FEATHER	2,065.48
132916	PURITY CYLINDER GASES INC	107.69
132917	QUILL CORP	72.76

Check Number	Payee	Amount
132918	R L DEPPMANN CO	131.51
132919	SIGMA-ALDRICH INC.	118.83
132920	STATE OF MICHIGAN	310.00
132921	STATE OF MICHIGAN	363.00
132922	STEVENS, JEFF	180.00
132923	SYSTEMS SPECIALISTS INC	1,485.00
132924	TARGETSOLUTIONS LEARNING LLC	1,734.70
132925	TERMINAL SUPPLY CO	175.00
132926	TRUCK & TRAILER SPECIALTIES	762.62
132927	UNIFIRST CORPORATION	1,087.90
132928	UPPER CASE PRINTING INK.	1,131.00
132929	USA BLUE BOOK	388.92
132930	UTILITIES INSTRUMENTATION SERVI	3,904.00
132931	VERIBANC INC.	432.00
132932	WARNER, KELLY	39.49
132933	WORK & PLAY SHOP	306.52
132934	XEROX FINANCIAL SERVICES	168.84
Total 03/16/2021:		245,041.71
Grand Totals:		245,041.71

Check Number	Payee	Amount
02/25/2021		
22521001	MICHIGAN PUBLIC POWER AGENCY	197,668.58
Total 02/25/2021:		197,668.58
Grand Totals:		197,668.58

Check Number	Payee	Amount
03/01/2021		
30121001	MICHIGAN PUBLIC POWER AGENCY	12,830.82
Total 03/01/2021:		12,830.82
Grand Totals:		12,830.82

Check Number	Payee	Amount
03/02/2021		
30221001	PROXIMITY SPACE INC.	99.00
Total 03/02/2021:		99.00
Grand Totals:		99.00

Check Number	Payee	Amount
03/03/2021		
30321001	AMG PAYMENT SOLUTIONS	24.99
30321002	NEOFUNDS BY NEOPOST	5,000.00
30321003	PAYMENT SERVICE NETWORK INC.	247.50
Total 03/03/2021:		5,272.49
Grand Totals:		5,272.49

Check Issue Date	Check Number	Payee	Amount
30521001			
03/05/2021	30521001	**EFTPS* Payroll Taxes	10,670.84
03/05/2021	30521001	**EFTPS* Payroll Taxes	10,670.84
03/05/2021	30521001	**EFTPS* Payroll Taxes	2,495.62
03/05/2021	30521001	**EFTPS* Payroll Taxes	2,495.62
03/05/2021	30521001	**EFTPS* Payroll Taxes	13,822.89
Total 30521001:			
	5		40,155.81
30521002			
03/05/2021	30521002	Alerus Financial	350.00
Total 30521002:			
	1		350.00
30521003			
03/05/2021	30521003	STATE OF MICHIGAN	6,002.73
Total 30521003:			
	1		6,002.73
30521004			
03/05/2021	30521004	Vantagepoint - 401 Plan 109153	912.07
Total 30521004:			
	1		912.07
30521005			
03/05/2021	30521005	Vantagepoint - 457 Plan 300959	5,111.00
03/05/2021	30521005	Vantagepoint - 457 Plan 300959	2,511.98
03/05/2021	30521005	Vantagepoint - 457 Plan 300959	4,282.89
03/05/2021	30521005	Vantagepoint - 457 Plan 300959	8,246.53
Total 30521005:			
	4		20,152.40
30521006			
03/05/2021	30521006	Vantagepoint - Roth IRA 706117	1,080.76
Total 30521006:			
	1		1,080.76
Grand Totals:			
	13		68,653.77



Check Number	Payee	Amount
03/09/2021		
30921001	DTE ENERGY	9,110.82
Total 03/09/2021:		9,110.82
Grand Totals:		9,110.82

Check Number	Payee	Amount
03/10/2021		
31021001	STATE OF MICHIGAN	21,413.02
Total 03/10/2021:		21,413.02
Grand Totals:		21,413.02

Check Number	Payee	Amount
03/16/2021		
3596	CHARLEVOIX COUNTY TREASURER	887.37
3597	CHARLEVOIX COUNTY TREASURER	17,104.29
3598	CHARLEVOIX DISTRICT LIBRARY	10,812.04
3599	CHARLEVOIX PUBLIC SCHOOLS	1,597.17
3600	CHARLEVOIX PUBLIC SCHOOLS	127.63
3601	CHARLEVOIX PUBLIC SCHOOLS	89.33
3602	CHARLEVOIX PUBLIC SCHOOLS	38.28
3603	CHARLEVOIX PUBLIC SCHOOLS	125.07
3604	CHARLEVOIX-EMMET ISD	25,801.88
3605	CITY OF CHARLEVOIX - MISC	3.89
3606	CITY OF CHARLEVOIX - TAXES DUE	9,933.36
3607	RECREATIONAL AUTHORITY	2,094.90
3608	STATE OF MICHIGAN	3,043.16
Total 03/16/2021:		71,658.37
Grand Totals:		71,658.37

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Planning Commission Resignation - Dennis Halverson

DATE: March 15, 2021

BACKGROUND:

Dennis Halverson submitted his resignation from the Planning Commission effective immediately.

RECOMMENDATION:

Motion to accept Dennis Halverson's resignation from the Planning Commission.

ATTACHMENTS:

- ▣ Resignation

FW: Planning Commission Resignation**RECEIVED****MAR - 3 2021**

Mark Heydlauff <markh@charlevoixmi.gov>

Wed 3/3/2021 1:16 PM

To: Joyce Golding <joyceg@charlevoixmi.gov>

Cc: Planner <planner@charlevoixmi.gov>

Joyce-

FYI, received yesterday afternoon.

MH

Mark L. Heydlauff

City Manager

City of Charlevoix

-----Original Message-----

From: Dennis <dshalverson@gmail.com>

Sent: Tuesday, March 2, 2021 2:02 PM

To: Luther Kurtz <lutherk@charlevoixmi.gov>

Cc: Mark Heydlauff <markh@charlevoixmi.gov>

Subject: Planning Commission Resignation

Effect immediately, I am resigning my position on the City of Charlevoix Planning Commission.
Dennis Halverson

Sent from my iPhone

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Internal Loan Agreement

DATE: March 15, 2021

BACKGROUND:

The City plans to purchase approximately 6 acres of property at the west end of Carpenter Street. The scope and funding is a longer term priority than current cash considerations in the General Fund. An internal loan allows the General Fund to borrow from the Electric Fund and then repay it with interest over time.

An internal loan would require an appropriate Internal Loan Agreement approved by City Council. This is attached for review.

RECOMMENDATION:

Approve an Internal Loan Agreement as presented, and authorize the Mayor and City Clerk to sign on behalf of the City and the City Manager to sign on behalf of the Electric fund.

ATTACHMENTS:

- ▣ Internal Loan Agreement

CITY OF CHARLEVOIX

Internal Loan Agreement

**Electric Fund
To the
General Fund**

March 15, 2021

- WHEREAS, the City of Charlevoix is a Michigan Municipal Corporation with principal offices located at 210 State Street, Charlevoix, Michigan, 49720; and
- WHEREAS, the Electric Fund and the General Fund are sub-units of the City of Charlevoix ; and
- WHEREAS, the City is purchasing approximately 6 acres at the west end of Carpenter Street for future uses by the City of Charlevoix; and
- WHEREAS, the scope and funding necessary is a longer term priority than current cash considerations in the General Fund; and
- WHEREAS, all involved desired to undertake the purchase of this property for future uses; and
- WHEREAS, the Electric Fund has available funds on hand to loan to the General Fund without impairing its day to day operations; and
- WHEREAS, the Electric Department/fund is willing to loan the General Fund the necessary funds; and
- WHEREAS, the General Fund will borrow funds from the Electric Fund under the interest rate and payment terms detailed below.

NOW THEREFORE, BE IT RESOLVED, that

- 1) The Electric Fund loans an amount not to exceed one hundred thirty thousand dollars (\$130,000.00) to the City of Charlevoix General Fund;
- 2) That the term of the loan shall be for a period of ten years commencing April 10, 2021;
- 3) That the loan shall pay an annual percentage rate equal to the Annual Applicable Federal Rate established by the Federal Government of 1.62%;
- 4) That payment of principal and interest on the loans shall be made once a year on March 31;
- 5) That there shall be no penalty for pre-payment of the loan;

The terms of this loan agreement are hereby agreed to by the following authorized agents of the parties this 15th day of March, 2021.

For the City:

For the Electric:

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Keep Charlevoix Beautiful Watering Agreement

DATE: March 15, 2021

BACKGROUND:

Last year, Keep Charlevoix Beautiful took over all watering and maintenance of downtown petunia baskets. This arrangement worked very well and we would like to mutually continue this practice in perpetuity.

You'll recall that we no longer have to prepare the planting beds for the in-ground flowers as we have done in the past as well and I believe this is a way the City can support this point of community pride going forward.

RECOMMENDATION:

Motion to authorize the City Manager to enter an agreement on the City's behalf with Keep Charlevoix Beautiful for the provision of water and flowers in public spaces for \$10,000.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Proposed Deck Located at 101 Bridge Street

DATE: March 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager and Jonathan Scheel, Zoning Administrator

BACKGROUND:

The applicants and owners, David Levy and Chuck Schilling, are seeking permission to occupy a portion of the vacant space located just north of 101 Bridge Street, adjacent to the Pine River Channel. The applicants wish to build a raised deck to be used for outdoor dining (their business is CED Holdings while the real estate is Pine River, LLC). The property is owned by the Michigan Department of Transportation. If the City Council is willing to proceed, MDOT is likely to allow a license to be executed for the construction within their right-of-way. Use of the deck would then be subject to the outdoor dining rules long permitted by the City in accord with MDOT in the right of way.

Frankly, this is a very unique situation where the City does not have ultimate control either of the land nor the expectation to build the deck but MDOT, the owners, and the City have an opportunity to work cooperatively to create a new outdoor space. In the past year, the City worked with several downtown restaurants to expand serving areas in both Bridge Park and along Park Avenue and Antrim Streets. Similarly this space, at the owners' expense would be created and then owned in perpetuity by the City. It could be used by the owners in accord with outdoor dining standards.

If Council approves this, the next step is final approval of a license to use the MDOT right of way by the City for the construction of the deck by the private owners. Should the owners cease to own the business or choose to no longer use it, the deck would remain the property of the City and could be used for free public enjoyment or be removed at the City's expense should it choose to no longer maintain it.

If the City Council approves this plan and MDOT ultimately declines to grant a license, we are out nothing. If the City Council declines involvement, the project could very well proceed solely between MDOT and the owners without the City having authority to regulate the activity as well.

On February 8, the Planning Commission reviewed the proposal on an advisory basis and found it to be generally in keeping with the goals of placemaking the City has pursued. Planners also raised valuable questions about utility lines and surveys which will continue to be evaluated. Aside from staff review of this project, all design costs have been and will be paid by the owners. In your packet, you see the documents prepared for the Planning Commission which still constitute the material outline and scope of the project. As noted above, this is a very unique proposal that straddles the line between a donation, a project on state land (not subject to local control), and a city project.

The attached license agreement is in draft form and subject to further review by the City Attorney, the owners, and whatever conditions MDOT may or may not require. The MDOT review will depend on what the City is willing to permit going forward.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Approve the request from Pine River, LLC for a license to use the MDOT Right-of-Way adjacent to 101 Bridge Street subject to final review by the City Attorney and licensing agreement with the State of Michigan.

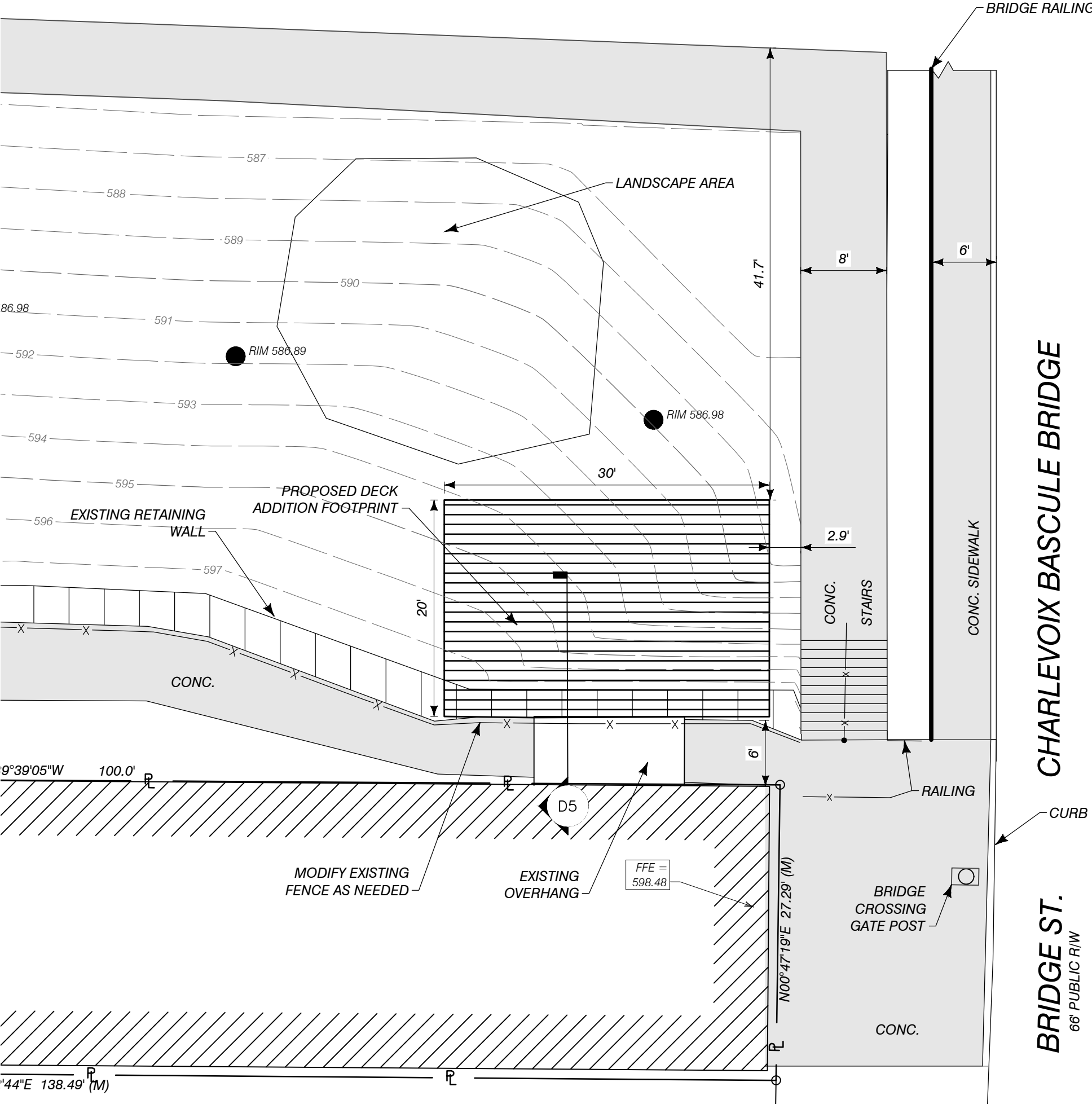
ATTACHMENTS:

- ▣ Proposed Deck Site Plan
- ▣ Applicant Project Proposal Letter
- ▣ Draft License Agreement for Pine River, LLC

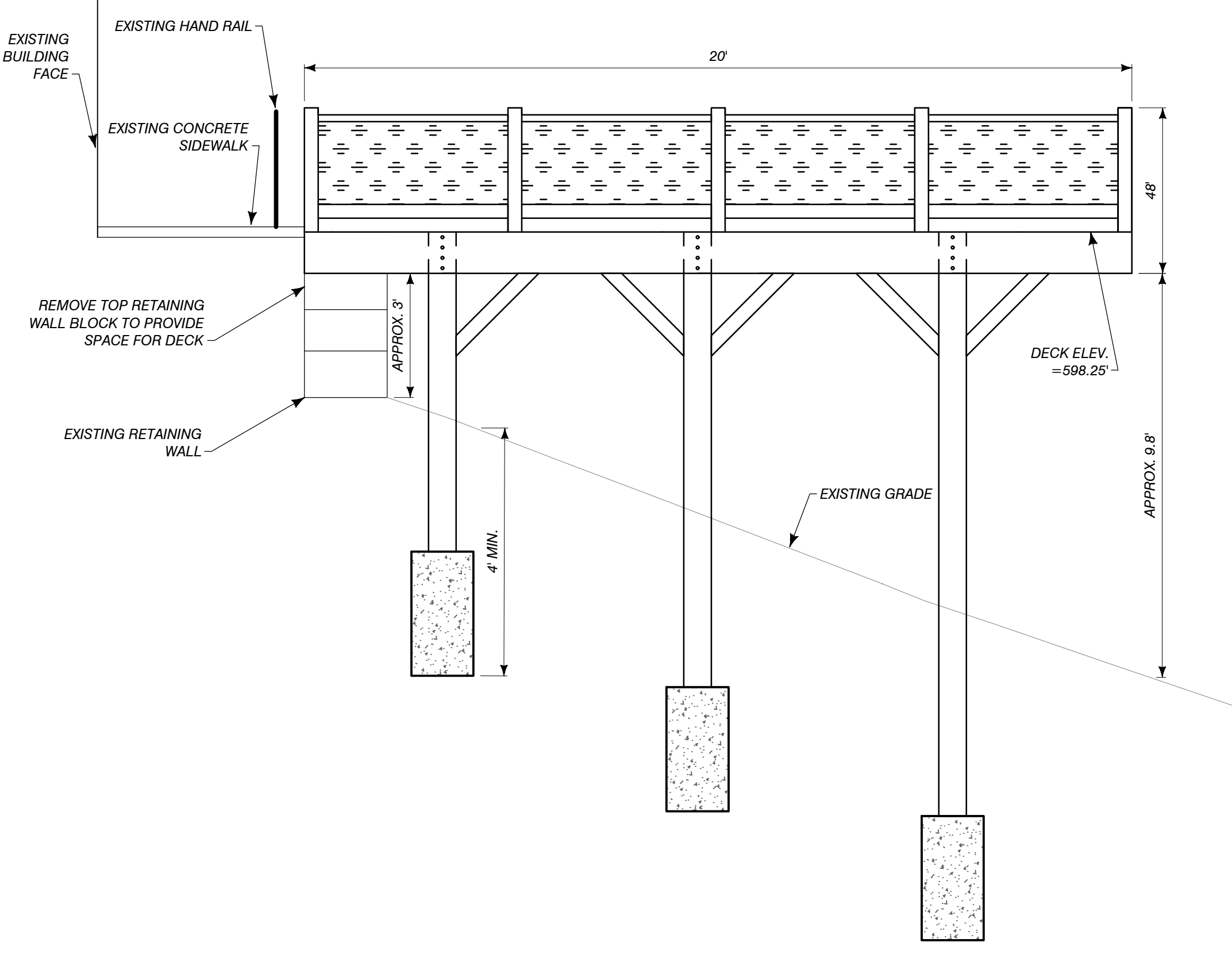


D2 SITE PLAN
1"=20'

LEGEND			
DESCRIPTION	PROPOSED	EXISTING	
BUILDING			
STORM SEWER	— ST —	— ST —	
SANITARY SEWER	— SAN —	— SAN —	
WATER	— W —	— W —	
NATURAL GAS	— G —	— G —	
UNDRGRND ELEC.	— U/E —	— U/E —	
OVERHEAD ELEC.	— E —	— E —	
UNDRGRND TEL.	— U/T —	— U/T —	
WELL			
MANHOLE			
CATCH BASIN			
FIRE HYDRANT			
UTILITY POLE			
LIGHT POLE			
CLEANOUT			
WATER VALVE			
DECIDUOUS TREE			
CONIFEROUS TREE			
BUSH			
TREELINE			
DITCH OR SWALE			
ELEVATION			
CONTOUR			
PROPERTY LINE			
UNIT LINE			
FENCE			
ABBREVIATIONS			
ASPH	- ASPHALT	IE	- INVERT ELEVATION
BF	- BARRIER FREE	LFT	- LINEAR FEET
BC	- BACK OF CURB	MH	- MANHOLE
BLDG	- BUILDING	PVC	- POLYVINYLCHLORIDE
B.M.	- BENCH MARK	PIPE	- PIPE
CFT	- CUBIC FEET	R	- RADIUS
C/C	- CENTER TO CENTER	RCP	- REINFORCED CONCRETE PIPE
CMP	- CORRUGATED METAL PIPE	RR	- RAILROAD
CONC	- CONCRETE	SAN	- SANITARY
DIP	- DUCTILE IRON PIPE	STL	- STEEL
FDM	- FOUNDATION	STM	- STORM
FFE	- FINISH FLOOR ELEVATION	T/C	- TOP OF CURB
F.G.	- FINISH GRADE	T/W	- TOP OF WALK
HDPE	- HIGH DENSITY POLYETHYLENE	T/WALL	- TOP OF WALL
		TE	- TOP/RIM ELEVATION
		TYP	- TYPICAL



A5 ENLARGED SITE PLAN
1"=10'



D5 DECK ADDITION SECTION VIEW
3/8"=1'

Performance Engineers, Inc.
Civil / Structural Engineering
406 Petoskey Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

CONSULTANTS

DECK ADDITION
SITE PLAN
101 BRIDGE ST. CHARLEVOIX, MI 49720
OWNER: CHUCK SCHILLING
101 BRIDGE STREET, CHARLEVOIX, MI 49720

MARK	DATE	DESCRIPTION
0	11-13-20	OWNER REVIEW
1	11-16-20	MOOT SUBMITTAL

PROJECT NO: 20-5518
CAD DWG FILE: 5518 BASE.DWG
DRAWN BY: CJR
DESIGNED BY: -
CHECKED BY: -

SEAL

SHEET TITLE
SITE PLAN

C1
SHEET 1 OF 1

September 7, 2020

Proposed Deck Project ("Project")
CED Holdings, LLC
101 Bridge Street
Charlevoix, Mi 49720

David Levy 231-675-5555
Chuck Schilling 248-875-9436

Dear Mr. Andrew J Perkette, MDOT – Gaylord Transportation Service Center

Please find enclosed our initial overview of the project we are proposing. As follows:

Project Proposal:

Build a deck following all Charlevoix City building specifications for decks.

Proposed Construction start: May 1, 2021

Utilize deck for additional wine bar outdoor seating.

- See enclosed: City of Charlevoix "2020-2021 City Counsel Goals and Action Plans" P. 2 & 3
- See enclosed deck seating layout. P. 4

Proposed Deck configuration will be 30' along sidewalk by 20' deep toward Pine River tying into the current railing.

- See enclosed pictures with and without proposed deck. P. 5, 6, 7

Area outdoor seating enclosed:

- Bridge Street Tap Room expanded their outdoor seating aligned with Charlevoix City Counsel's Goals and Actions. P. 8
- Staffords Weathervane directly across channel from proposed "project". P.9, 10
 - Very similar, more complex deck than the proposed project.

With "intent to proceed", we will begin the process and we will provide the State of Mi, a full set of architectural drawings. In parallel, we will begin the process of gaining approval from both Michigan Liquor Control Commission (for our current liquor license 1910-16010) and the City of Charlevoix for written approval to utilize the "project" for additional outdoor seating.

Thank you for your review and consideration.

Kind Regards,

David Levy
David Levy

Chuck Schilling
Chuck Schilling



2020-2021 City Council Goals & Action Steps

Work with our neighbors to solve area-wide challenges

We believe Charlevoix is defined as a collection of townships, a city, a county, civic groups, neighborhoods, and schools bounded by Lake Charlevoix and Lake Michigan. In order to support the quality of life and local economy we now enjoy, we understand that it is important to look at the long-term picture of prosperity in this area.

Action Steps:

- The City should focus on creating an environment to sustain and encourage year-round occupancy in our neighborhoods to welcome a growing population this can occur through enhancing the density of our existing residential neighborhoods along with mixed-use commercial opportunities
- Business recruitment, along with sustaining current businesses, is an important piece of creating a growing job economy in our region
- Many challenges and opportunities we face occur concurrently with our neighbors and we should work toward collaborative gatherings, especially with Charlevoix Township
- Advocate for tax incentives to encourage the creation of more housing

Ensure Charlevoix is environmentally sustainable while also economically viable

Charlevoix should be a leader in using renewable energy to meet the demands of our electric customers and to protect our natural resources. Our built infrastructure should incorporate design standards that protect our waterways, preserve our trees, and encourage healthy living. Recycling, energy optimization, and water conservation will be encouraged.

Action steps:

- Engage in learning and planning about how to improve the energy efficiency and environmental impact of City operations including using renewables to power facilities, reducing energy loss, and by working with knowledgeable organizations to create a sustainability plan
- Improve the availability of recycling receptacles throughout the community - especially downtown
- Organizers of special events should take lead responsibility for trash and increasing the recyclability of event waste
- Continue the work of Solid Waste Ad-hoc Committee by exploring improvements and contracts to remove solid waste including curbside recycling
- Plan for non-motorized trails, bike parking, and pedestrian-friendly design in infrastructure projects where appropriate
- Learn about and plan for the effects of high-water levels in our community
- Achieve Silver Status for Michigan Green Communities by the end of 2020; seek Gold Status in 2021

Include the senior citizen community in all public events and activities

We have a growing senior citizen population and it is important for all members of the community to enjoy the quality of life we offer. Public facilities, especially parks, should have activities available for all ages and ability levels.

Action steps:



- Expand work with the Charlevoix County Transit Authority to provide shuttles during special events to provide remote parking and ease of transit
- Develop a policy requiring all festivals and special events who use public spaces to provide a statement of inclusion for senior citizens
- Consider adding activities in East Park and Bridge Park like shuffle board and concrete checker and chess boards
- Explore designation as “Age-friendly City” from the World Health Organization

Develop and maintain long-term infrastructure plans

As a progressive, year-round community, Charlevoix’s infrastructure must be reliable in all weather conditions and should deliver the services required by our population.

Action steps:

- Continue development of city-wide Wi-Fi, fiber optic connections, and other technological benefits for our permanent residents, visitors, and seasonal residents
- Improve the snow and ice clearing from sidewalks throughout the community by working with property owners

Provide strong stewardship of public resources and promote good governance

We will seek collaboration with other entities around the area and look for ways to efficiently provide the quality services the community expects. Charlevoix government should be organized around gathering public input and effectively giving staff and Council good recommendations for public policy.

Action steps:

- Explore further avenues of cooperation with neighboring townships, especially in the areas of infrastructure planning and recreation
- Study the use of our business-like enterprises (i.e. Golf Course, EMS, and others) and the degree to which they are subsidized by taxpayers
- Review surplus City-owned real estate with the goal of redeveloping into year-round housing
- Develop a strategy for bulky waste collection, probably in collaboration with Charlevoix Township
- Improve and develop policies for internal financial controls and reporting

Enhance and showcase the outstanding quality of life in Charlevoix

Charlevoix is well known as one of the premiere resort communities on the Great Lakes, but of equal importance is that it is home to our residents. We cannot lose sight of our community being “home.” One of our strongest attributes is the many activities and amenities offered; we should support these and build upon them.

Action steps:

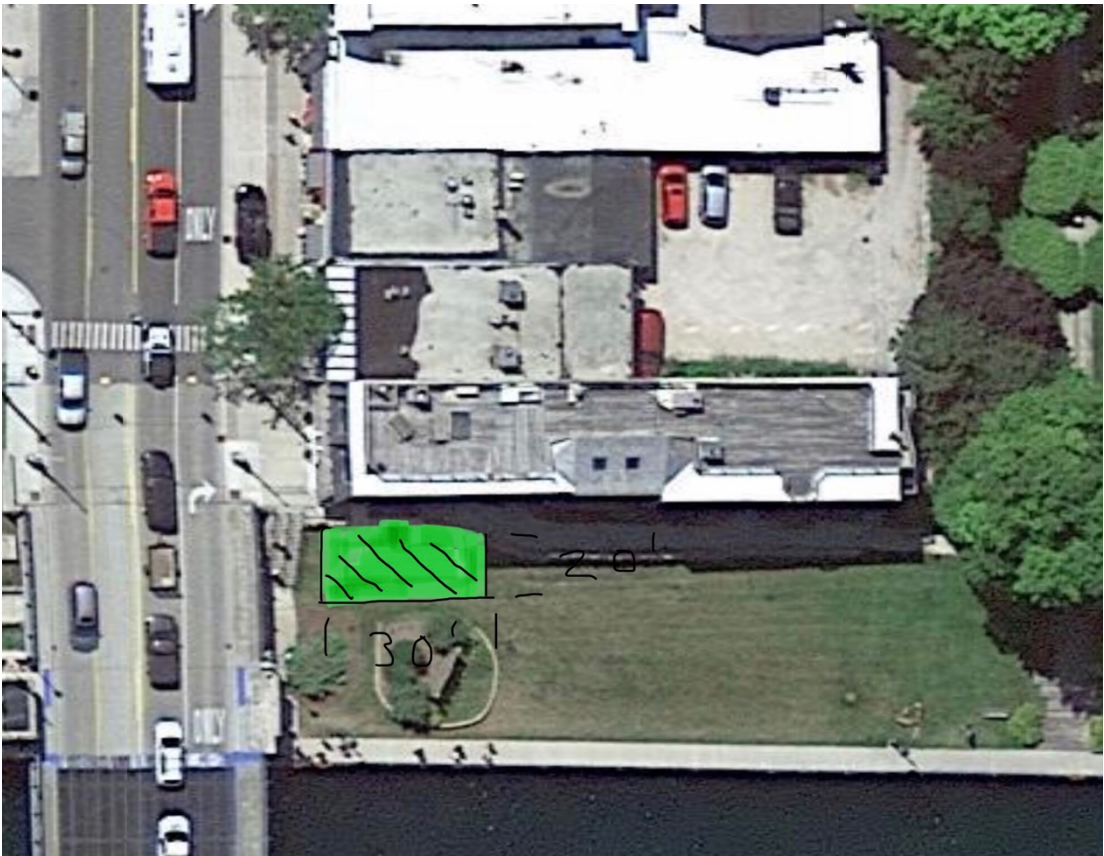
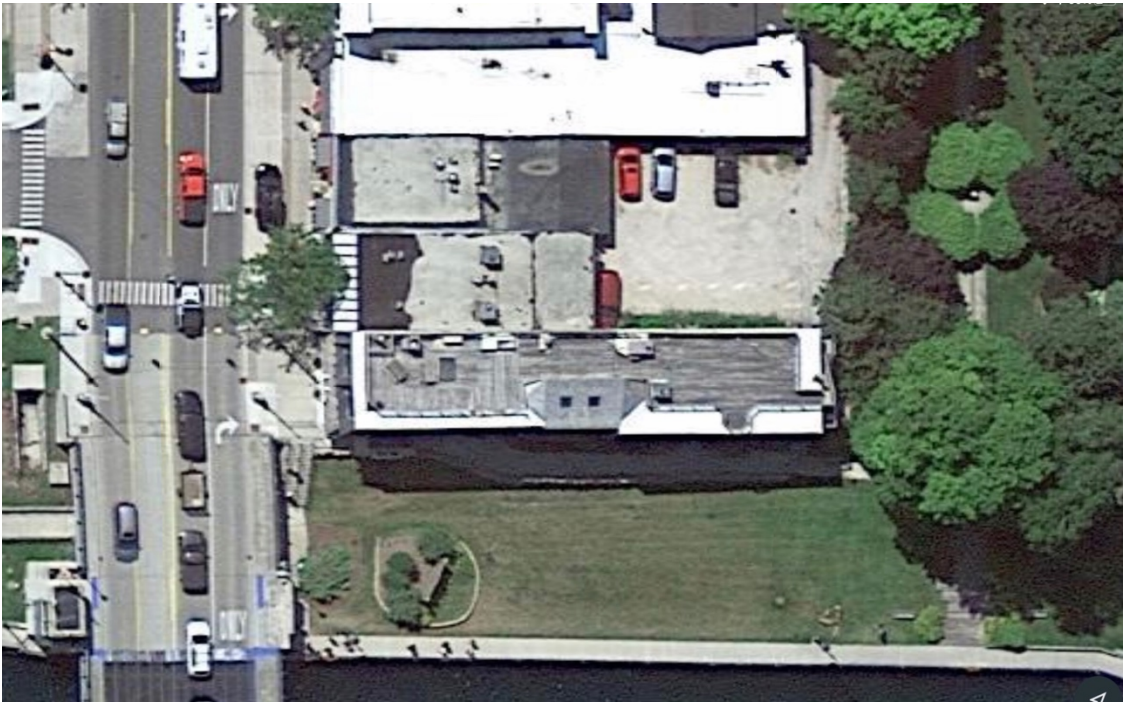
- Encourage more outdoor dining and placemaking settings that showcase the unique geography, architecture, and programming of Charlevoix, including looking for ways to implement the findings of the Sustainable Built Environment Initiative that studied downtown alleys
- Development of a dog park and a dog beach to help residents enjoy public spaces with their four-legged friends
- Encourage the development of shuffleboard, chess board tables, and other passive recreation items
- Strike a better balance between the special events of our community and the need for our residents and visitors to enjoy passive recreation in public spaces, especially East Park

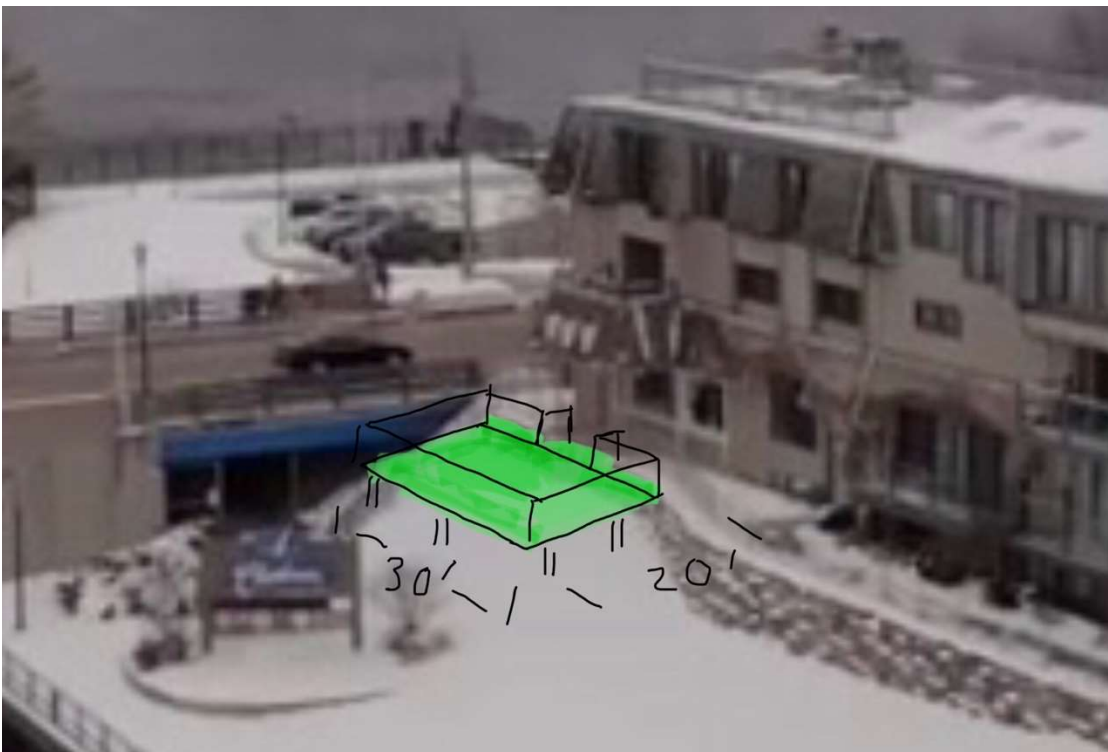
Adopted by City Council, December 16, 2019



Page 2

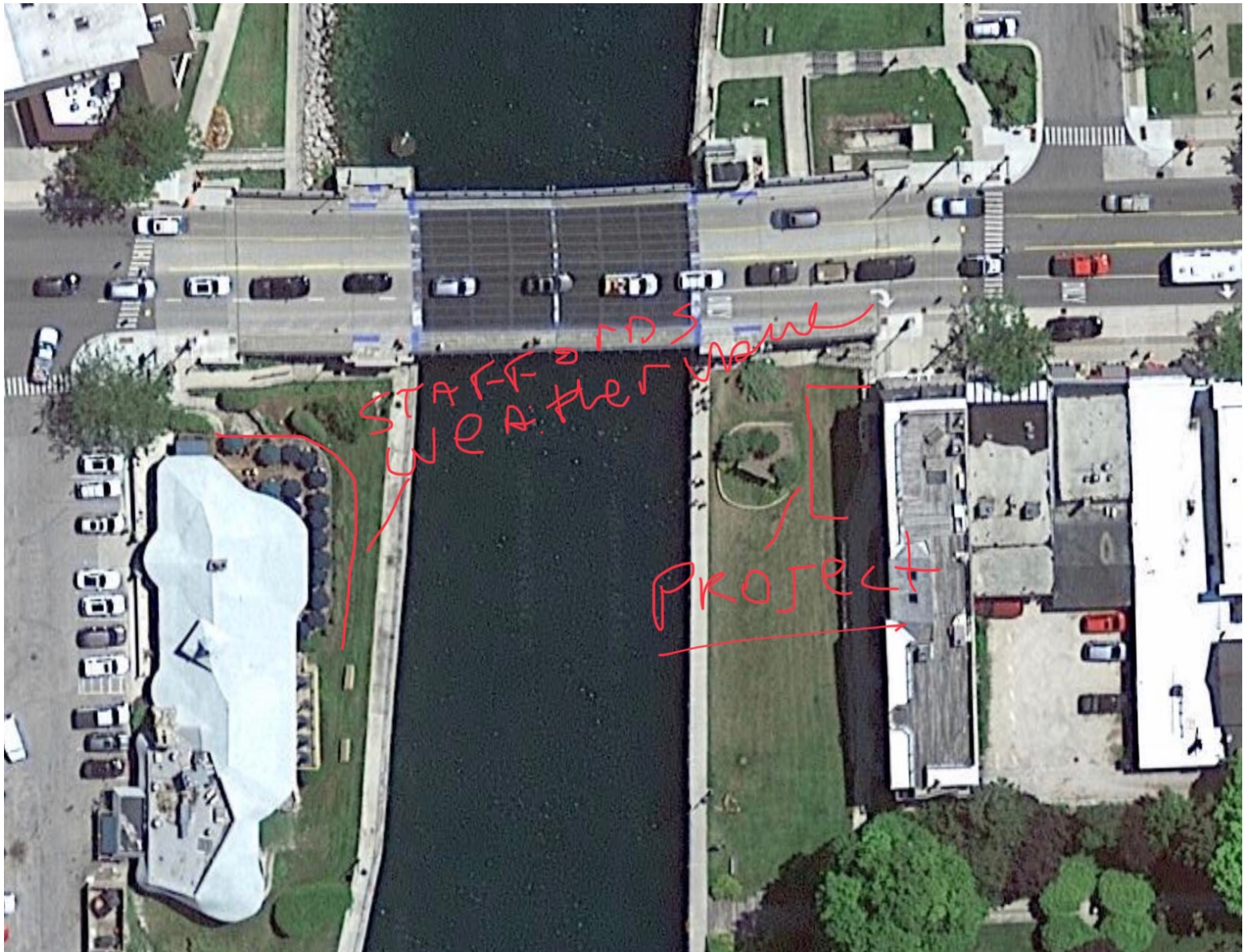
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A LICENSE AGREEMENT AUTHORIZING PINE RIVER, LLC TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, OPERATE, REPLACE AND REMOVE CERTAIN FACILITIES INSTALLED IN PUBLIC RIGHTS-OF-WAY IN THE CITY OF CHARLEVOIX

This License Agreement, (“Agreement” or “License”) dated this ____ day of _____, 2021 (“Effective Date”), is made by and between the CITY OF CHARLEVOIX (“City”) and CED HOLDINGS, LLC 101 Bridge Street Charlevoix, MI 49720, (“Licensee”).

RECITALS

WHEREAS, Pine River, LLC, has requested consent of the City to use certain Public Rights-of-Way of the municipality to construct, maintain, and operate a deck for use in providing private services within the municipality for its own business purposes and profit; and

WHEREAS, it is the policy of the City to permit such entry into the corporate limits and such use of the Public Rights-of-Way for the provision of services, subject to the exercise of the City’s police powers, and subject to the right of the City to charge for that use; and

WHEREAS, the City has agreed to grant an exclusive license to, Pine River, LLC, for that purpose, as more fully set forth below; and

WHEREAS, Pine River, LLC, desires to use certain City Public Rights-of-Way and is willing to do so consistent with this Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Definitions.

Capitalized terms have the meaning specified in this section; terms not defined herein shall have the meaning set forth in the *Charlevoix City Code* (“Code”) and if not defined there, their ordinary meaning. Singular terms include the plural; shall and will are mandatory, and “may” is permissive. References to statutes and regulations refer to the same as amended or renumbered.

1.1. “Agreement” or “License” means this Agreement, together with Appendices and Exhibits attached this Agreement, if any, and any amendments or modifications thereto.

1.2. “Applicable Law” or “Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

1.3. “Authorizations” means the permissions Licensee must have in addition to this License to deploy Facilities and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

- 1.4. “Authorized Facilities” means Facilities that comply with the requirements of this License, and the City Code and Manual, and have all necessary Authorizations in full force and effect.
- 1.5. “Construction and Maintenance” and variations of those terms refer to any activity performed in the Public Rights-of-Way with respect to the Facilities, including construction, modification, replacement, repair, operation, maintenance, removal or relocation.
- 1.6. “Facility” or “Facilities” means the deck structure and supporting structures, whether new, existing or replacement structures, and whether referred to singly or collectively.
- 1.7. “License” means the exclusive right granted, by ordinance and subject to this Agreement, to Licensee to Construct and Maintain the Facilities on, over, under, upon, across, and along the Public Rights-of-Ways within the License Area.
- 1.8. “License Area” shall mean a certain portion of parcel # 052-242-008-00 within the boundaries of the City.
- 1.9. “Public Rights-of-Way” shall have the same meaning as the definition contained in City Code
- 1.10. “Services” means any food and/or drink service

2. Grant of License

2.1. Grant. The City hereby grants to Licensee the nonexclusive right to Construct and Maintain a deck within the Public Rights-of-Way, which License shall be exercised at Licensee’s sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Rights-of-Way. The License is not divisible, and Licensee may not grant any person the right to use or occupy the Public Rights-of-Way. The grant does not extend to any other service, and Licensee may be required to obtain an additional License or an amendment to this License before using and occupying the Public Rights-of-Way to provide additional services.

2.2. Special Conditions on Grant.

2.2.1. Designs attached to this Agreement have been pre-approved by the City for use at the location indicated in that approval.

2.2.2. Subject to the City’s permitting requirements, Licensee may repair and replace Facilities, so long as the appearance of the Facilities or property affected by the repair or replacement does not change.

2.2.3. Subject to obtaining the written permission of the owner(s) of the affected property, and subject to conditions of this License and the City Code, Licensee may enter upon the Public Right-or-Way to perform Construction and Maintenance on the Facility

2.3. No Real Property Interest. Nothing herein shall be deemed to grant, convey, create or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the Facilities at any particular location within the Public Rights-of-Way.

2.4. Compliance with Law.

2.4.1. The exercise of License rights by Licensee is subject to, and strictly conditioned upon compliance with the terms of this Agreement and Applicable Law now existing or hereinafter enacted.

2.4.2. All work upon the Facilities and public places of the City performed by Licensee shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the City of Charlevoix Department of Public Works and/or Charlevoix County Department of Building Safety. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the City or of the City's right to require the Licensee to secure the appropriate permits or Authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of the City's police powers. Nothing herein prevents Licensee from challenging the applicability of a particular fee or regulation to it on the ground that it is unduly discriminatory or preempted by state or federal law.

2.4.3. Continued occupancy of the Public Rights-of-Way is contingent upon strict compliance with the terms and conditions of any permit. If conditions are no longer enforceable, City may terminate this agreement, and make continued occupancy subject to such conditions as it may impose with respect to the Facilities pursuant to Applicable Law. This license does not authorize occupancy for any purpose where the occupancy is not permitted under the City Code or Manual.

2.5. Conditions Precedent. The License shall commence upon the Effective Date, provided that the Licensee shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the City agrees to waive any of the conditions precedent), at which time it shall become effective: The Licensee shall have secured its insurance policies as set forth in Section 12 of this Agreement and delivered the certificate of insurance to the City's Risk Manager, with proof that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

2.6. Other Authorizations. As a condition of this grant, Licensee is required to obtain and is responsible for any Authorization that may be required for the installation, operation or maintenance of the Facilities.

2.7. Licensee's Expense. Except as specifically provided otherwise, all costs incurred by Licensee in connection with its compliance with, or enjoyment of, this License shall be borne by Licensee and not by the City, and all work that must be performed in order to permit the placement of Facilities at particular locations (including work required to comply with Applicable Law relating to persons with disabilities) shall be paid for by Licensee.

2.8. Application to Subcontractors. Licensee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this License and Applicable Law when performing work on behalf of Licensee, and Licensee is jointly and severally responsible for their acts and omissions.

2.9. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the City and Licensee), any right, benefit or remedy under this Agreement of any nature whatsoever.

3. Term.

This Agreement shall be in force and effect for an initial term of five (5) years, and shall continue in force and effect thereafter until properly terminated by either party. Either party may terminate the Agreement at the end of its initial five-year term, or at any time thereafter, by giving written notice of its intention to do so no less than two (2) years before the proposed date of termination. Upon termination, all of the City's consents to use and occupancy of the Public Rights-of-Way, and Licensee's rights to use and occupy the Public Rights-of-Way are also terminated. Notwithstanding the foregoing, all of Licensee's duties related to use of the Public Rights-of-Way, and its duties to indemnify the City, shall survive termination until the Facilities are removed, or Licensee's obligations terminate by agreement of the parties. It is understood and agreed that the decision of whether to renew or to terminate this Agreement pursuant to this Section shall be made by those elected officials then in office under such circumstances as may then obtain. Provided, however, nothing in this paragraph is intended to expand or contract any rights that the Licensee may have as a matter of state or federal law to obtain a license from the City.

4. Work in the Public Rights-of-Way.

4.1. No Limitation on Obligation to Comply With Applicable Laws. Without limiting its obligations under Section 2, Licensee shall comply with the requirements of this Section.

4.2. No Interference.

4.2.1. No Public Right-of-Way or other public place shall be obstructed longer than necessary during Construction and Maintenance, and once completed, any disturbance associated with the Construction and Maintenance to the Public Rights-of-Way or public place, shall be restored as required under City Code and any other Applicable Law. No part of any Public Right-of-Way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Licensee shall repair the same as promptly as possible, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Licensee. In no event may Facilities be constructed or maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with Applicable Law protecting persons with disabilities.

4.2.2. Without limiting the City's authority under this Agreement or the City Code, the City may manage Construction and Maintenance within the Public Rights-of-Way to prevent undue burdens on those Public Rights-of-Way and users of them; and to maximize efficient use of the Public Rights-of-Way. The City may require Licensee to coordinate construction activities with other entities occupying the Public Rights-of-Way.

4.3. Closing of Public Rights-of-Ways. Nothing in this Agreement shall be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Ways. In the event that all or part of the Public Rights-of-Ways within the License Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services comparable to Services; or (2) vacated in accord with the City Code, or if ownership of the land in, under or over the

affected Public Rights-of-Ways is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Rights-of-Ways, or any part of such Public Rights-of-Ways so closed, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Licensee shall remove its Facilities from such public Rights-of-Ways, unless an agreement is otherwise reached with the new party owning or controlling the subject property. Nothing herein is meant to preclude Licensee from pursuing any rights it may have under state law against a private Person if the Public Right-of-Way is vacated for the benefit of that Person. The City shall provide reasonable prior written notice to Licensee of any such closing, vacation, or transfer to allow Licensee to remove its Facilities where the right to continue to occupy and use such Public Rights-of-Way is not reserved for Licensee.

4.3.1. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the City, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the Licensee, at its expense, shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within sixty (60) days of notice of such interference, protect or relocate its Facilities, as may be directed by the relevant authority.

4.3.2. If Licensee defaults in its obligations hereunder, the City may remove or relocate the Facilities and charge the reasonable cost thereof to and collect the same from the Licensee.

4.4. All Work Performed Safely. Construction and Maintenance shall be done in a workmanlike manner. All work involved in the Construction and Maintenance of the Facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. The Licensee shall comply with applicable codes and industry standards, as amended from time to time. The Licensee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Licensee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with safety requirements of all permits, licenses, and other forms of approval or authorization. Licensee will comply with City requirements for identification of the Facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the Public Right-of-Way.

4.5. Maintenance.

4.5.1. Licensee shall maintain the Facilities in good condition and neat and orderly appearance, and in compliance with all Applicable Laws, permits, Authorizations and site licenses.

4.5.2. Licensee shall keep the Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the City gives Licensee written notice of a failure by Licensee to maintain the Facilities, Licensee shall use its best efforts to

remedy such failure within forty-eight (48) hours after receipt of such written notice. If Licensee defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Licensee.

4.5.3. Licensee shall at all times keep and maintain the Facilities free of all graffiti located thereon.

4.6. Emergency Notification. The Licensee shall provide the City with a twenty-four (24) hour emergency telephone number at which a representative of the Licensee, not voice mail or a recording, can be contacted in the event of an emergency. At the City's request, a contact number will also be placed on Licensee's Facilities in such manner as the City may reasonably direct. The Licensee shall respond immediately to address a reported emergency.

4.7. Inspection by City. The City shall have commercially reasonable access to inspect any work conducted by Licensee during the Construction and Maintenance of Facilities.

5. Removal Due to Termination or Abandonment.

Following the termination of the License for any reason, or in the event Licensee ceases to operate and abandons any Facilities, Licensee shall, within one hundred twenty (120) days, remove such Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way to the condition required under City Code Section 42-713(g). Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon Facilities in place and convey the Facilities to the City free and clear. If Licensee defaults in its obligations hereunder as set forth in Section 9, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Licensee.

6. Required Reports.

6.1. Upon request, the Licensee shall provide City an "as-built" map clearly indicating the location of the Facilities in the Public Rights-of-Way, which maps shall identify the owner of any structure on or within which Licensee's Facilities are located.

6.2. Upon request, and to the extent not expressly required under a permit, Licensee will keep City apprised of the status of any work in the Public Rights-of-Way.

6.3. Upon request, Licensee shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to construct, maintain and provide Services.

7. Default and Remedies

7.1. Defaults. The following are defaults under this Agreement:

7.1.1. If either party fails to perform or comply with any of the conditions or covenants of this License and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other party; or

7.1.2. If Licensee fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said default; or

7.1.3. Licensee's acts or omissions create an imminent hazard to persons or properties which Licensee cannot or does not immediately correct.

7.2. Default by Licensee. In the event of default by Licensee as specified in the preceding section, which default has not been cured in any applicable cure period, the City shall have the right to terminate this License, by giving thirty (30) calendar days written notice to Licensee, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period shall not constitute an additional cure period.

7.3. Default by City. In the event of default by the City, Licensee shall have the right to terminate this License while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to the City, which thirty (30) day period shall not constitute an additional cure period, and in addition may pursue any other remedies available to it for injunctive relief. Licensee shall have no recourse for damages against the City except as required by state law, whether resulting from enforcement or non-enforcement of this License or any provision of Applicable Law.

8. City Termination Right.

The City shall have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the Public Rights-of-Way; or (ii) if Licensee's Authorizations with respect to the Facilities and/or provide Service are terminated, revoked, expired, or otherwise abandoned; or (iii) if any term related to the design or placement of the Facilities is unenforceable.

9. Indemnification

Before commencing any work, and as a condition of occupancy, Licensee (Indemnitor) shall execute an indemnity in a form acceptable to the City which shall provide that Indemnitor shall be liable for, and the Indemnitor shall indemnify, defend and hold the City, its officers, agents, servants, employees, attorneys, consultants and independent contractors (the "Indemnitees") harmless from, any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable attorneys' fees and disbursements), that may be imposed upon or incurred by or asserted against any of the Indemnitees arising out of any work associated with the Facilities (including but not limited to installation, operation, relocation, replacement or removal) or permits issued to Indemnitor for work in the Public Rights-of-Way performed by it, or on its behalf, or to cure an act or omission of the Indemnitor or persons acting on its behalf. This indemnity may be included as part of an authorization, and if included, shall be deemed a condition of any work performed in the Public Rights-of-Way. If any claim, action or proceeding is made or brought against any of the Indemnitees by reason of any event to which reference is made as set forth herein; then upon demand by the City, the Indemnitor shall either resist, defend or satisfy such claim, action or proceeding in such Indemnitee's name, by the attorneys for, or approved by, the Indemnitor's insurance carrier (if such claim, action or proceeding is covered by insurance) or by the Indemnitor's attorneys. The foregoing notwithstanding, upon a showing that the Indemnitee

reasonably requires additional representation (because, for example, a conflict of interest exists which makes joint representation of the Indemnatee by Indemnitor's counsel inadvisable), such Indemnatee may engage its own attorneys to defend such Indemnatee, or to assist such Indemnatee in such Indemnatee's defense of such claim, action or proceeding, as the case may be, and the Indemnitor shall pay the reasonable fees and disbursements of such attorneys of such Indemnatee.

10. Insurance and Performance Bond.

10.1. Insurance. Licensee shall procure and maintain insurance for the duration of this License against any and all claims for bodily injury and for property damage which may in any way arise from, or in connection with, the Construction and Maintenance of Facilities or activities Licensee, its agents, representatives or employees may perform pursuant to this License (the "Work"). Such insurance shall be in the following amounts, which assume that no hazardous materials will be associated with any of the Facilities, and that the Facilities will be of a kind and type regularly installed in the Public Rights-of-Way. The City may require additional insurance if, in the City's reasonable view, the Facilities present additional risks to it, the public or property.

10.2. Minimum Coverages and Limits:

10.2.1.	General Liability	\$1,000,000 per occurrence
10.2.2.	Automobile Liability	\$1,000,000 per occurrence
10.2.3.	Workers' Compensation	Statutory Limits
10.2.4.	Employer's Liability	\$500,000/\$500,000/\$500,000

10.3. Certificates. Certificates showing proof of such insurance shall be submitted to City by e-mail to kellym@Charlevoixmi.gov prior to commencement of any work under this license. Further, it shall be an affirmative obligation upon Company to advise City, by e-mail to kellym@Charlevoixmi.gov, thirty (30) days prior notice of cancellation of the insurance or a change in insurance such that the insurance no longer satisfies the requirements of this section, or Applicable Law.

10.4. Endorsements. The General Liability policy is to include City, its officers, officials, and employees as additional insureds as their interest may appear under this agreement excluding Worker's Compensation and Employer's Liability. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.5. Workers' Compensation. Licensee shall maintain Workers' Compensation Insurance for all of Licensee's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the City, its officers, officials, agents and employees.

10.6. Liability. Licensee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of Michigan, unless otherwise approved by the City; and Licensee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of the City.

10.7. Performance Bond or Letter of Credit. Licensee shall, as a material condition of its License Agreement, and prior to the commencement of any Construction and Maintenance, deliver to the City a performance bond or irrevocable letter of credit in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance of Construction and Maintenance and compliance with the obligations of its License. The required performance bond or irrevocable letter of credit must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Michigan, and satisfactory to the City Solicitor in form and substance, and must be maintained until all obligations to the City under this License (including obligations to remove) are satisfied.

11. Transfer

The License, or control of the License or of Facilities within the Public Right-of-Way may not be assigned or transferred directly or indirectly by any means without the prior written consent of the City which consent shall not be unreasonably withheld, conditioned or delayed; if Licensee is in compliance with this Agreement and provided, that the transfer or assignment does not create any additional burden upon the Public Right-of-Way, or adversely affect the City's interests under this Agreement and License. An assignee or transferee must accept all obligations of the Licensee, and responsibility for all acts and omissions of License known and unknown, if the transaction results in a change in Licensee.

Notwithstanding the foregoing, to allow for internal restructuring, Licensee shall have the right to assign this License and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee (each, a "Permitted Assignee") without the prior written consent of the City, provided that the change is not part of a transaction that results in a change of control of the ultimate parent of Licensee as of the Effective Date, or an assignment or assets to an entity that is not under the control and ownership of the entity that is the ultimate parent of Licensee as of the Effective Date. In the event Licensee assigns his License to a Permitted Assignee, Licensee shall provide the City with written notice of such assignment within thirty (30) days of such assignment, and the assignee must, by that date, agree to be bound by this Agreement, to accept responsibility for all acts and omissions of the Licensee known and unknown.

Licensee may mortgage, pledge, or hypothecate its interest in Facilities without consent to any financing entity, or agent on behalf of any financing entity to whom Licensee (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Any such assignment to a financing entity or its agent shall be subordinate to the terms of this License Agreement, will not permit any person to succeed to the rights of Licensee under the License without the City's consent, and will not result in any lien extending to property owned by the City or the License itself.

12. Notices

12.1. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be deemed given if personally delivered or by sent to the following addresses by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

City:

City of Charlevoix
City Manager
Mark Heydlauff
210 State Street
Charlevoix, MI 49720

Licensee:

Pine River, LLC
David Levy
Chuck Shilling
101 Bridge Street
Charlevoix, MI 49720

All invoicing to Licensee may be made to the following address:

→
→
→
→

12.2. Other Notices. Licensee shall identify an entity to which notice may be provided by email or telephone call, twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the construction or maintenance of Facilities, or conditions affecting the safety or integrity of the Facilities, including matters that may require immediate relocation or removal of Facilities.

12.3. Changing Notice. Either party may change the person, address, email or telephone to which notice may be provided by written notice to the other party. Each party must ensure that the other has accurate information as to where notices are to be provided.

13. Miscellaneous

13.1. Materials and Claims. All materials furnished for any work done in the License Area by Licensee shall be at Licensee's sole cost and expense. Licensee agrees to protect the Facilities installed in the Public Rights-of-Way and property of the City, and the City, from all claims of contractors, laborers and material men pertaining to such work. Licensee shall promptly pay all contractors and materialmen furnishing labor, materials or services with any respect to any work performed by or on behalf of Licensee in the Public Rights-of-Way and property of the City, so as to minimize the possibility of a lien attaching to the any property of the City or the Facilities in the Public Rights-of-Way. Should any such lien be made or filed by reason of such work performed by or on behalf of Licensee, Licensee shall cause the

same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by the City.

13.2. No Advertisement. Licensee shall not place any advertisement or other notice on or about the Facilities which identifies the Licensee in any way (except for emergency notification postings).

13.3. Entire Agreement. This Agreement contains the entire agreement and understanding between the City and Licensee related to the License, and supersedes all prior or contemporaneous proposals, negotiations, agreements and understandings, if any, related to the subject matter hereof.

13.4. Modification. This Agreement shall not be modified or amended except by written instrument executed by the City and Licensee, or its successors, transfers, heirs or assigns.

13.5. Non-Waiver. Failure of City to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but City shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to City after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing.

13.6. Force Majeure. If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

13.7. Choice of Law. This Agreement shall be interpreted and enforced under the laws of the State of Michigan. Any and all suits for any claims or for any breach or dispute arising out of this Agreement shall be brought and maintained in a court of competent jurisdiction in the State of Michigan.

13.8. Change in Law and Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision. If, as a result of a change in law by statute, rule, ruling or otherwise, the total compensation to the City arising as a result of Licensee's occupation of the Public Rights-of-Way (including attachments on City-owned facilities therein) is materially reduced, the Parties agree to negotiate in good faith to amend this Agreement to ensure that total compensation to the City remains substantially comparable, to the extent permitted under applicable law.

13.9. Construction. This Agreement has been negotiated between the parties and their respective counsel, and the parties agree that no provision shall be construed against the drafter.

13.10. Immunity. This Agreement shall not be deemed to waive the City's statutory or common law immunity.

13.11. Representations.

13.11.1. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party.

13.11.2. Licensee represents that it is validly existing and in good standing under the laws of the State of Michigan, that it is qualified to do business under the laws of the State of Michigan, and that it has the power and authority to own its properties, to carry on its business as now being conducted, to enter into this License and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this License.

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CED HOLDINGS, LLC

By: _____

STATE OF MICHIGAN

)

) ss:

COUNTY OF CHARLEVOIX

CITY OF CHARLEVOIX

By: _____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Report and Partnership Renewal with Visit Charlevoix

DATE: March 15, 2021

PRESENTED BY: Amanda Wilkin, Visit Charlevoix

BACKGROUND:

The City of Charlevoix has had a long relationship with Visit Charlevoix. Last year, we tweaked the agreement so that our funding was more closely tied to their promotion of the City's recreational amenities--some of which derive revenue for the City. This agreement renews these terms for an additional three years.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve the partnership agreement with Visit Charlevoix as presented.

ATTACHMENTS:

- ▣ Draft Marketing Agreement with Visit Charlevoix
- ▣ Visit Charlevoix Report
- ▣ 2020 Marketing Report

Memorandum of Understanding

Between

Visit Charlevoix and the City of Charlevoix

March 15, 2021

The recreational assets in the City of Charlevoix contribute not only to the quality of life for the people that live in the City and surrounding townships and communities but also to the visitor experience.

Visit Charlevoix has the unique mission and responsibility to promote and develop the city brand experience for economic growth and quality of place.

The City of Charlevoix has the unique mission and responsibility to provide public services including recreational assets and public spaces enjoyed by residents and visitors alike.

In mutual support of these missions, the City of Charlevoix agrees to provide \$7,500 toward the marketing of the Charlevoix area to out-of-town visitors and Visit Charlevoix agrees to target some of their advertising to, among other things, the revenue-generating amenities provided by the City including but not limited to: the Charlevoix Golf Club; Mt. McSaubia Ski Hill; Mt. McSaubia Day Camp; beachside water sport rentals; public boat launch facilities; and the Charlevoix Marina. Visit Charlevoix also agrees to promote the goals of the City which align with the tourism experience including: accessibility, placemaking, supporting a year-round economy, and enhancing the unique downtown, cultural and historic resources, and scenic beauty. Additionally, Visit Charlevoix will promote safe and responsible travel in regards to the current pandemic and sustainability.

Visit Charlevoix and the City of Charlevoix agree to continue open communication on these topics and look for ways to augment the unique missions of both organizations.

This agreement shall commence April 1, 2021 and end March 31, 2024. Visit Charlevoix shall invoice the City for \$7,500 and provide a report of marketing activities related to this promotion.

Amanda Wilkin, Visit Charlevoix

Mark L. Heydlauff, City of Charlevoix



City of Charlevoix Marketing Recap 2020

Budget: \$7500

Target Market: Potential visitors located in key drive markets located in Michigan, Indiana, Ohio, and Illinois.

Purpose: Market city owned assets to potential consumers visiting Charlevoix. Visit Charlevoix was tasked with generating brand awareness about the identified entities.

1. Candlelight hikes at Mt. McSauba
2. Mt. McSauba skiing, ice skating, and sledding
3. Camp McSauba
4. Charlevoix Golf Club
5. Charlevoix City Marina
6. Beaches, Rentals, and Boat Launch
7. Accessibility Program

Challenges: Without a doubt, 2020 poised a unique set of circumstances in terms of marketing. The pandemic created challenges, but it also created opportunities in an increased interest in recreation related activities. Because of unknown Covid regulations, we had to be nimble and pivoted to mostly digital marketing which could be turned on and off at the drop of a hat (executive order). We created content based off agreed parameters of the covid subcommittee (partners included the City, DDA, Health Dept, Munson Hospital, and citizens) which educated the visitors on not only why Charlevoix is a safe destination, but what to expect and how to follow the guidelines during the pandemic.

At the request of the Recreation Department certain City owned assets were not included in paid marketing campaigns, because facilities had reached their maximum capacity due to Covid policies and regulations. Because these elements were not marketed, marketing funds were redistributed into other campaigns and these identified items were included in other campaigns with less marketing spend.

These items included:

1. Charlevoix Golf Club (full occupancy)
2. Charlevoix City Marina (full occupancy)
3. Camp McSauba (full occupancy)

Campaigns: While 2020 was a difficult year for many, we found that people were still interested in traveling especially within the drive market. These individuals also had an increased interest in outdoor recreational opportunities. To this end, Visit Charlevoix's marketing efforts were reaching the right people at the right time. The following campaign results highlight the success of the program:

- Specific to our 10-week digital (FB, IG, PIN) campaign in 2020, we had 3.8 million impressions with 92,500 link clicks. Our average cost per click (CPC all*) was \$.08 with a click through rate (CTR all*) of 7.12%. Not only was our marketing more effective in 2020, but we also achieved much better engagement compared to many other travel destinations.



- The campaigns that generated the most interest and engagement revolved around summer, beaches, and equipment rentals. Other successful campaigns included family friendly activities and itineraries for first time visitors. These campaigns feature a wide variety of city owned parks and trails.
- As winter draws to a close, the Mt. McSaubia Candlelight hikes were a major winter marketing success. Our lodging members were able to confirm that people were visiting the area to experience Charlevoix's winter amenities. We have recently increased our photo and video content of the City's winter amenities. Results from our winter campaign flight will come in this spring, but we are optimistic from our engagement on social channels.

Key Take-Aways

While 2020 offered a unique set of challenges, people were still interested in traveling to safe uncrowded places. It was apparent prospective visitors were also interested in recreation related activities. These increased interest in recreation this was highly beneficial to our summer and winter campaigns. As the Recreation Department has reported, they have seen significant increases at the Charlevoix Golf Club and usage at City owned facilities.

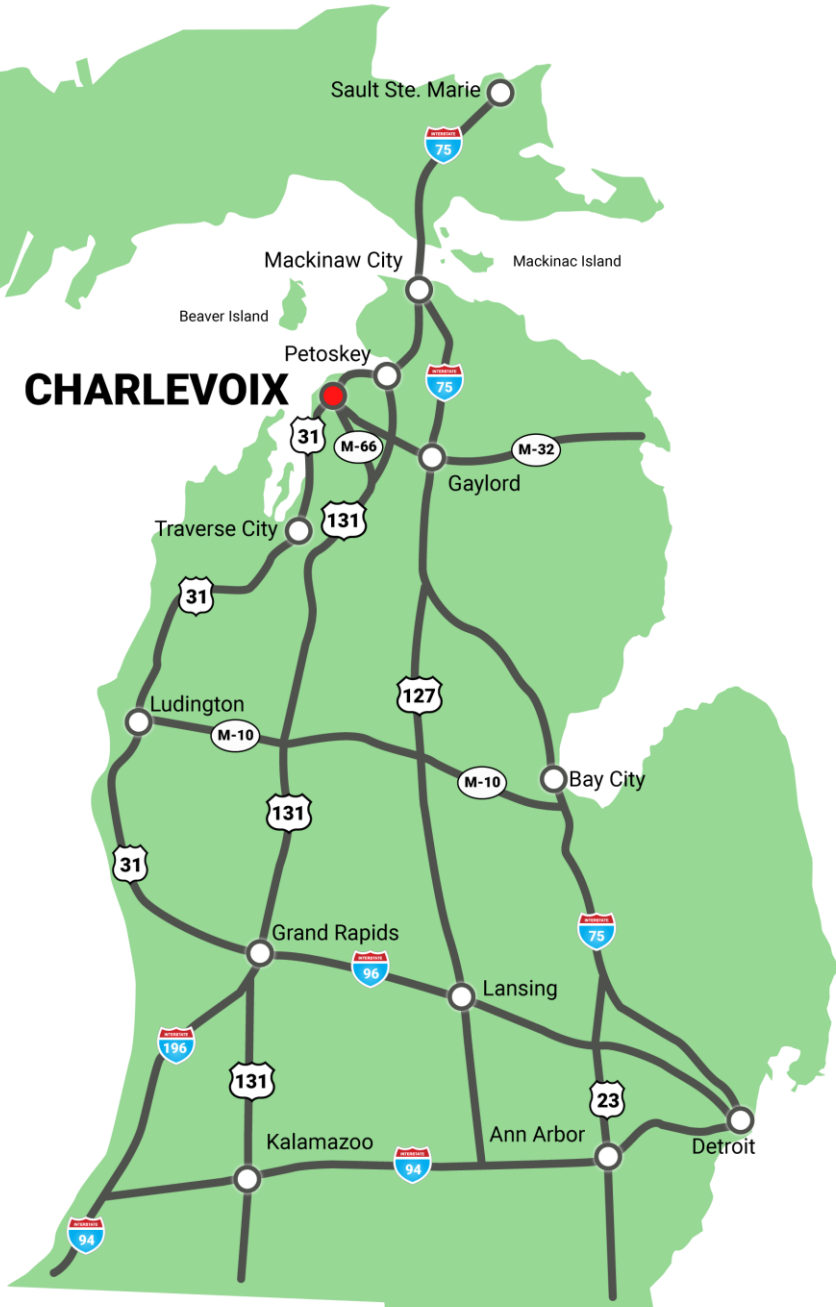
As we move into 2021, we are quickly adjusting our marketing efforts to match traveler sentiment. To date, we have seen increased interest in recreation related activities which lends itself well to City owned assets and programming. We hope to continue this marketing relationship with the City for FY 2021/22.

*Clicks (All) are the total number of all clicks on the ad, including link clicks, clicks to the page, reactions, comments, shares, clicks to expand media, and/or like the page.



VISIT CHARLEVOIX

Marketing Recap
City of Charlevoix
Spring 2020-Spring 2021

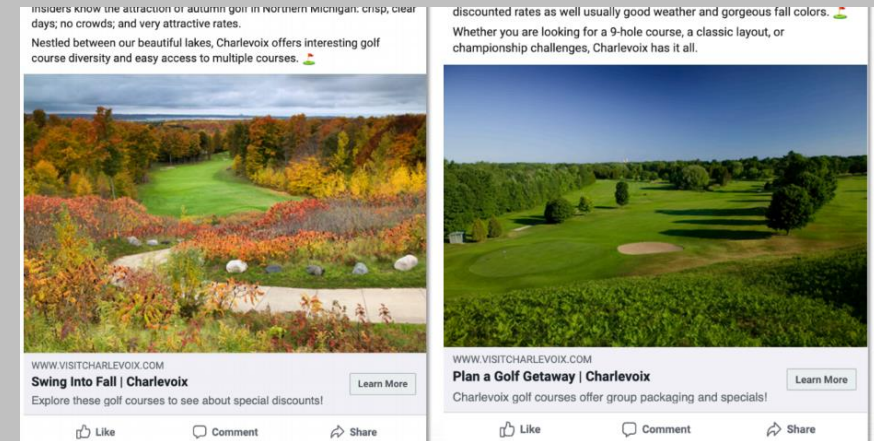


2020 Overall

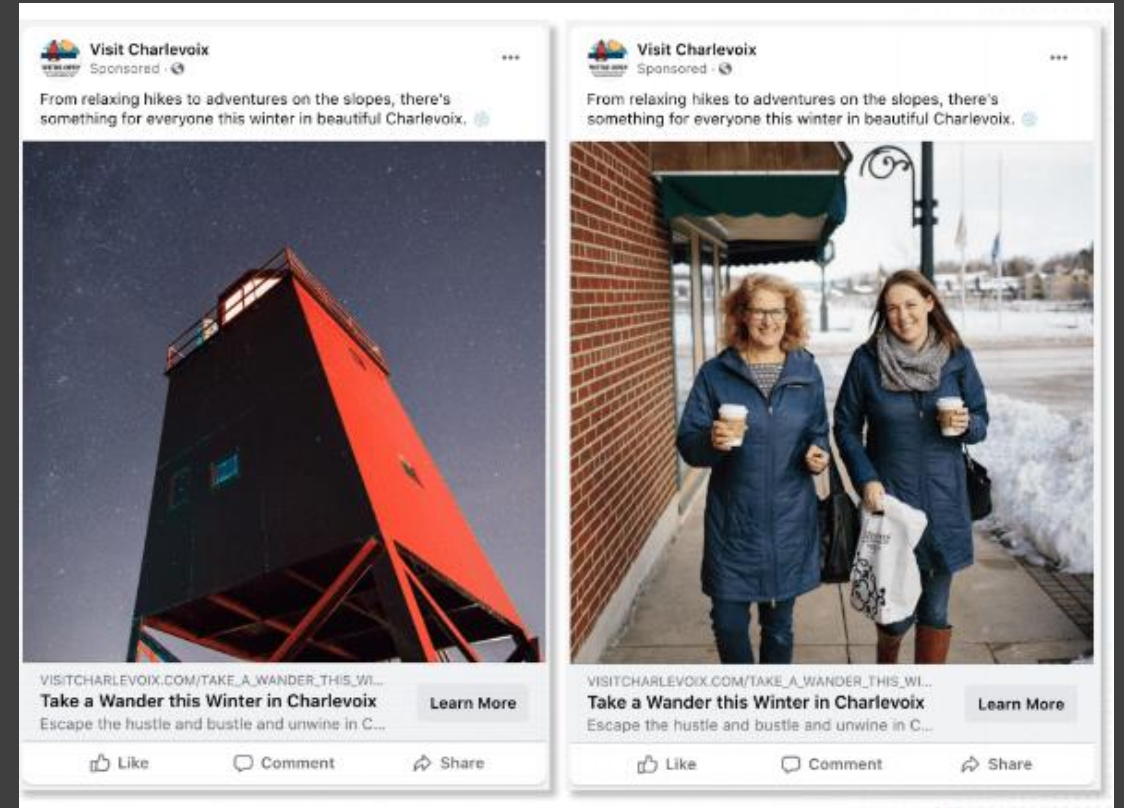
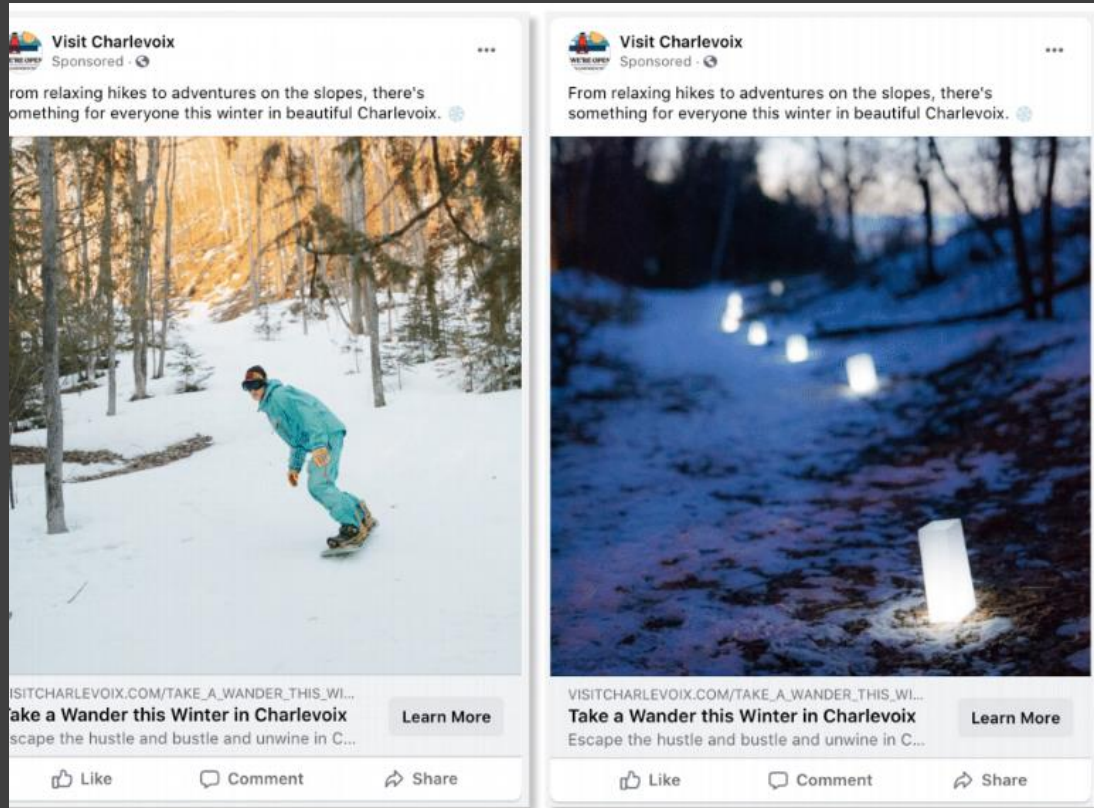
- 2020 presented a unique set of challenges
- Primary audience located in Michigan and drivable states
- Visit Charlevoix had to pivot its marketing to align with Covid-19 protocols
- Overall, marketing campaigns were a success even through the uncertainty of 2020

Marketing Approach

- Content Activation- featured in topic specific blogs and landing pages targeted and promoted on social media.
- Content creation for beaches, winter, Mt. McSauba, golf, trails, lakes, boat launch, and marina.
- Written content, video, photography



Digital Winter Examples



Discover fun ways to enjoy northern Michigan's winter splendor in Charlevoix. Check out these deals & specials to start planning your trip! 📌



VISITCHARLEVOIX.COM/DEALS

Can't-Miss Winter Specials in Charlevoix

Candlelight hikes, winter sports, and more!

[Learn More](#)

[Like](#) [Comment](#) [Share](#)

Discover fun ways to enjoy northern Michigan's winter splendor in Charlevoix. Check out these deals & specials to start planning your trip! 📌



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Winter Recreation Examples

Earned Media

thrillist



The channel in downtown Charlevoix | VISIT CHARLEVOIX

VacationistUSA
TRAVEL • WANDER • EXPLORE



ROAD TRIPS



FOOD + DRINK



OUTDOORS + SPORTS



ARTS + CULTURE



FAMILY



LGBTQ+

**A WINTER GETAWAY
WARMS THE SOUL IN
CHARLEVOIX, MICHIGAN**

City Council Regular Meeting - March 15, 2021 - Page 130 of 235



THE OPRAH
MAGAZINE

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Downtown Charlevoix, Michigan | Photo by 616 Media

60 Charming American Towns You Haven't Heard of But Should Visit ASAP

Hit the roads less traveled.

By [Lauren Smith McDonough](#), [Brittney Morgan](#) and Alex Aronson Jan 8, 2020



Spend Your Summer in Northern Michigan

Discover Northern Michigan



Author: Robyn Yancey
Published: 1:12 PM CST March 6, 2020



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Charlevoix

If you're still craving waterfront views, the [Charlevoix City Marina livestream](#) has you covered. Another popular destination for outdoor enthusiasts and unique restaurants and shops, Charlevoix offers no shortage of options for visitors.

Even when visitors aren't able to visit, the marina views offer virtual visitors a slice of Charlevoix life in a time of quarantine.



How To Spend The Perfect Weekend In Charming Charlevoix, Michigan

ERIKA EBSWORTH-GOOLD

MAY.15.2020



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Best Things to Do in Charlevoix MI if You've Got 24 Hours

By KIM SCHNEIDER on June 29, 2020
 Tagged Towns, Travel Ideas, Vacation, Charlevoix, Charlevoix County



This classic Lake Michigan vacation town gets some good-natured ribbing for a slogan that caught on in 1882 when a local paper proclaimed the city the new playground of the captains of industry and dubbed it: Charlevoix the beautiful. Today, "where it's hard to keep your eyes on the road" might fit even better. The main route through town cuts between a scenic harbor dotted with

Charlevoix, Michigan: Family Travel Guide



Lexi Dwyer
 June 29, 2020 - 3 min read

What to do in Charlevoix, Michigan

Surrounded by four bodies of brilliant blue water—Lake Michigan, Lake Charlevoix, Round Lake and Pine River Channel—there are plenty of things to do in Charlevoix, Michigan. This Up North town is known for its beaches, parks, hiking trails. The unusual architectural sites, like Earl Young's mid-century [Mushroom Houses](#) (picture Hobbit huts) and the grand 1918 French Renaissance style estate [Castle Farms](#), will impress children. During winter, residents and visitors head inland to Boyne Mountain for skiing, snow tubing and fat-tire biking, making it a [top destination](#) and a great [place to take your kids before they're grown](#).



Charlevoix, Michigan (VisitCharlevoix.com)

Where to go in Charlevoix

Influencers: MI Playground Endless Distances Jamie Says Roadtrippers





Questions/Comments/Concerns/High Fives:
Amanda Wilkin: Amanda@visitcharlevoix.com

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Donation Proposal: Bridge Street Planter Boxes

DATE: March 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Todd and Pam Wyett have proposed donating movable, concrete planters to the City for placement at the former crosswalk on the northside of Clinton Street at Bridge Street. They believe this would help deter crossing there and also beautify the intersection. There are two formats for the planters with the dimensions included on the attachment. As currently proposed, there would be five of the smaller planters on both sides of the intersection OR three of the larger planters on each side of the intersection. They are donating the initial planting of these.

The placement of these planters will likely require the ultimate consent of MDOT which would be sought once Council approves accepting them. In the long-term, the City would be responsible to maintain the planters including watering and weeding.

RECOMMENDATION:

Motion to accept the donation of planter boxes of ____ size and direct City Staff to obtain necessary approval from MDOT.

ATTACHMENTS:

- ▣ Planter Options



Planter Option 1

Gray Composite Planter- 46"long by 17"wide by 19"tall



Planter Option 2

Kante Lightweight Concrete Planter
31"long by 15"wide by 15" tall



CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: First Fridays Promotion Request

DATE: March 15, 2021

PRESENTED BY: Lindsey Dotson, Main Street DDA Executive Director

BACKGROUND:

Charlevoix Main Street DDA is requesting permission to host a new promotion to increase foot traffic in the downtown when it needs it most: January - May. The First Fridays promotion was created by the Main Street Promotions Committee considering feedback gathered from businesses during the most recent "Pause to Save Lives." Highlights of the promotion include:

- A chance to win giveaways of product and/or experiences donated by area businesses
- Music provided by a DJ to add to a lively atmosphere (but not in an area that would promote gathering)
- Passive recreation activities such as cornhole games set up in the alleys, sledding in East Park (weather permitting), etc.
- Specials and extended hours at local businesses

Since we are well through this winter the months of April and May would be experimental to see how it is received. It is intended to be similar to the Chamber Open House events but on a monthly basis instead.

RECOMMENDATION:

Motion to approve the First Fridays Promotion to begin in April.

ATTACHMENTS:

- ▢ Work Plan

Date	02/05/2021	
Event Chair	Katherine Bitely	
Income	Est.	\$0.00
	Actual	\$0.00
Expense	Est.	\$0.00
	Actual	\$0.00

Description

Frist Friday promotion to take place Jan - May to encourage more foot traffic during the slowest months of the year.

Tasks

Task	Notes
Design promo materials Assigned to Lindsey Dotson	
Create Facebook Event Assigned to Lindsey Dotson	
Inform business owners and ask if they will do anything special or what they want to promote Assigned to Lindsey Dotson , Kitty Cole	
Pass out posters/info sheets to downtown businesses Assigned to Nancy Suzor , Katherine Bitely	
Secure Eric Hoffman to DJ somewhere outside (maybe in front of Wellness Center/Charlevoix Wear?)	Donating time
Advertise with Visit Charlevoix Assigned to Katherine Bitely	Valued at \$1,200?
Engage with Cultural Corridor partners and promote what they have going on Assigned to Lindsey Dotson	
Designate some First Friday to randomly gift people on the street Assigned to Kitty Cole , Lindsey Dotson , Sarah Hagen	Kitty 3, Sarah 4, Lindsey 5 - Dinosaur costume? Sash?
Put out cornhole games in Hoop Skirt and Van Pelt alleys Assigned to Katherine Bitely	Borrow from Rec. Department closet
Create event page on website Assigned to Lindsey Dotson , Katherine Bitely	List things to do, places to eat, places to shop, etc.
Secure items for Friday Freebie giveaway items Completed on ^{01/21/2021} Assigned to Jessica Anderson	Donation from Castle Farms gift shop + ski lift and rental passes for Mt. McSaubia, Visit swag

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Recreation Master Plan

DATE: March 15, 2021

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

Community Park, Recreation, Open Space and Greenways plans are commonly referred to as a "Recreation Plan Master Plan." The current 5 year City of Charlevoix Recreation Master Plan runs through the end of 2021.

To be eligible to apply for Land and Water Conservation Fund, Michigan Natural Resources Trust Fund, and Waterways grants, a community must have an approved 5-Year Plan on file with the DNR by February 1 of the year they intend to apply.

To be eligible for Recreation Passport Grants, a community must either have an approved 5-Year Plan on file with the DNR in MiRecGrants by February 1 of the year they intend to apply, or submit a Capital Improvement Plan with their application.

Additionally, the creation of a Recreation and Parks Master Plan builds credibility, support and consensus from community members and stakeholders. The plan assist in informing citizens about needs and community assets and identifies capital improvement goals and needs to assist in future fiscal and fundraising needs.

A Master Plan is an important guide and tool in decisions related to facility development, improvements to infrastructure, programming and services.

The Recreation Department has issued a Request for Proposals for the development of a new Master Plan. This RFP garnered 8 responses. Of the those, The Recreation Director and chairs of both the Recreation Advisory Committee and the Shade Tree and Parks Committee met with the top three candidates.

We are pleased to recommend to City Council the selection of Beckett & Raeder. Beckett & Raeder brings over 50 years of experience in professional planning services. Headquartered in Ann Arbor, they have offices in both Petoskey and Traverse City. Last year they completed the Charlevoix County Recreation Master Plan and the Boyne City Parks and Recreation Plan.

Through their proposal and follow up interviews, Beckett & Raeder were able to demonstrate ability to offer Master Planning services during a Pandemic with strong strategies for community engagement and participation. The knowledge and experience of their team, along with location in Petoskey proved favorable in our assessment and scoring. Additionally, understanding of final, deliverable services that guide future interest was very clear and dynamic. Our belief is that they will be able to appropriately assist in the creation of our next 5 year Recreation and Master Plan.

The proposal from Beckett& Raeder was bid at \$12,620.

RECOMMENDATION:

Motion to authorize the City Manager to sign necessary agreement between the City of Charlevoix and Beckett & Raeder for the completion of the new City of Charlevoix 5 year Recreation Master Plan.

ATTACHMENTS:

- ▣ Becket & Raeder Proposal
- ▣ Bid Tabulation



innovative

City of Charlevoix

Proposal for
Parks and Recreation
Master Plan

February 8, 2021



innovative

OUR CORE VALUES

The Beckett & Raeder, Inc. team firmly believes and employs the following set of core values, which actively drive each professional throughout the duration of any project and contract. As a team, we strive to be:

- Responsive
- Exceeding Expectations
- Creative
- Passionate
- Dedicated

It is fundamental that each client receives services and expertise from Beckett & Raeder, Inc. that strictly adheres to the core values.

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NOTE: Proposed fee is enclosed in attached envelope.

February 8, 2021
City of Charlevoix
Kent Knorr
Parks and Recreation Director
210 State Street
Charlevoix, MI 49720

Dear Mr. Knorr,

I am pleased to submit for your consideration a proposal for professional planning services to prepare a Parks and Recreation 5-Year Master Plan for the City of Charlevoix. We feel our team at Beckett & Raeder, Inc. (BRI) is expertly equipped with the planning skills, resources, and experience needed to successfully serve the City. Our dedication to great places, which are driven by great plans, began more than 50 years ago.

Our intent is to assist the City with the preparation of the Parks and Recreation 5-Year Master Plan that will help set the course for the City's next five years and offer a fresh direction for management of its recreation resources. The Parks and Recreation 5-Year Master Plan will be developed in accordance with the Michigan Department of Natural Resources standards and requirements, and we will provide you with a deliverable document that is informative, attractive, engaging, and easy to use.

Our team looks forward to putting our skills to work for you. Our specialized services set us apart from other firms. Our staff has specialized certifications from the National Park and Recreation Association, National Charrette Institute, and the American Institute of Certified Planners.

Our team is well equipped to implement a successful strategy to accommodate the City of Charlevoix. Our parks and recreation specialist has distinct knowledge of the requirements and standards to help guide the direction of the plan. The BRI staff has been meticulous at creating innovative ways to perform community engagement opportunities during the time of the COVID 19 pandemic.

The work plan is based on our approach to complete your Parks and Recreation Plan. We feel that it has been optimized to address each item identified in your Request for Proposals as well as best planning practices; however, our first priority is always to customize a plan that serves the City's needs, and we are open to revising the work plan if there are areas and issues that you would prefer to emphasize or change. We thank you for the opportunity to submit our proposal. Please do not hesitate to contact me with questions, or if I may provide you with additional information.

Sincerely,



John R. Iacoangeli, FAICP, LEED AP, CNU-A
Principal



imagine

Firm Background

Business Organization



Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey and Traverse City, Michigan. The firm includes landscape architects, planners, civil engineers, LEED accredited professionals, and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, and Illinois and certification at the national level.

SERVICES

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and environmental services.

OFFICERS

Deb Cooper, President
John Iacoangeli, Executive Vice President / Treasurer
Christy Summers, Secretary

HISTORY

Beckett & Raeder, Inc. was established in 1966 with its corporate office in Ann Arbor, Michigan.

PHILOSOPHY

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's six principals. Senior Associates, Associates, Project Landscape Architects, Planners, and Engineers are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

LOCATIONS

Ann Arbor
535 W. William,
Suite 101
Ann Arbor, MI 48103
734.663.2622

Traverse City
921 West 11th Street,
Suite 2E
Traverse City, MI 49684
231.649.1065

Petoskey
113 Howard Street
Petoskey, MI 49770
231.347.2523

WEBSITE
www.bria2.com

CONTACT:
John R. Iacoangeli, AICP, LEED AP, CNU-A
Principal
231.347.2523 | jri@bria2.com

Professional Affiliations & Organizations



Beckett & Raeder, Inc. is staffed by registered professional engineers, landscape architects, community planners, and environmental and ecological professionals and has specialized training and maintains professional affiliation with the following:

ACCREDITATIONS

U. S. Green Building Council LEED Accredited Professionals
Form Based Code Institute (FBCI)
Congress for the New Urbanism Accreditation (CNU-A)

CERTIFICATIONS

Michigan Economic Development Association Certified Economic Development Professional
Certified Stormwater Operator
Housing Development Finance Professional (HDFP)
Project Management Boot Camp
PASER Road Rating
Planning and Zoning Instructor (MAP)
Certificate of Real Estate
Certified Playground Safety Inspector (CPSI)
American Institute of Certified Planners (AICP)
National Charrette Institute Certification (NCI)
Certified Park and Recreation Professional

REGISTRATIONS

Professional Registered Engineers

- State of Michigan (PE)
- State of Ohio (PE)

Professional Landscape Architects

- State of Michigan (PLA)
- State of Ohio (PLA)
- State of Illinois (PLA)
- State of Indiana (PLA)
- Council of Landscape Architects Registration Boards

Residential Builder License

- State of Michigan

SPECIALIZED TRAINING

EPA Brownfield Redevelopment
People, Places and Placemaking
Economics of Place
Neighborhoods, Streets and Connections
Form Planning and Regulation
Collaborative Public Involvement
Applied Placemaking
Complete Streets
Geographic Information Systems
FEMA ICS-100, IS-00029, EFS 15
FEMA ICS-200, IS-00700 (NIMS)
Green Roof Design
Charrette System Training (NCI)

Professional Affiliations & Organizations

MEMBERSHIPS

American Planning Association (APA)	American Society of Landscape Architects (ASLA)	American Society of Civil Engineers (ASCE)	American Public Works Association (APWA)	Congress for the New Urbanism	Detroit Association of Planners
Heritage Ohio (Ohio Main Street)	Improving Michigan's Access to Geographic Information Networks (IMAGIN)	Institute of Transportation Engineers (ITE)	Michigan Association of Physical Plant	Administrators (MIAPPA)	Michigan Association of Planning (MAP)
MAP Planners in Private Practice	Michigan Complete Streets	Michigan Downtown Association (MDA)	Michigan Economic Development Association (MEDA)	Michigan Historic Preservation Network	Michigan Municipal League (MML)
(mParks) Michigan Recreation and Park Association	Michigan Rural Network	Michigan Society of Professional Engineers	Michigan School Business Officials (MSBO)	National Complete Streets	National Main Street Center
National Society of Professional Engineers	National Trust for Historic Preservation	Preservation Detroit	Society of Marketing Professional Services (SMPS)	Society of College and University Professionals (SCUP)	South Oakland County Municipal Engineers (SOCME)
Southern Michigan Water and Sewer Utilities Association (SMW & SUA)	Toledo Metropolitan Area of Council of Governments (TMACOG)	Urban Land Institute	URISA (Urban and Regional Information Systems Association)		

Services



MASTER PLANNING

Campus Planning
Traditional Neighborhood &
Small Town Design
Community Master Planning Watershed
Planning
Recreation Master Planning
Park Master Planning
Rural Land Planning Services
Land Use Planning

COMMUNITY PLANNING & ZONING

Comprehensive Master Plans Brownfield
Redevelopment
Zoning Ordinance /Codes
Specialized Zoning Ordinance
Provisions Development
Standards and Guidelines
Site Plan Review
Strategic Planning
Expert Witness Zoning Testimony
Community Development
Greenway Planning
New Urbanism

ENVIRONMENTAL SERVICES

Site Evaluation and Analysis
Low Impact, Conservation Design
Wetland Delineation
Constructed Wetland Design &
Installation
Wetland Restoration
Storm Water Management

ANALYSIS & EVALUATION

Site Analysis
Feasibility Studies
Site Selection Studies
Buildout Analysis
Market Analysis
Demographics
Natural Features Interpretive Studies

PROJECT CONSTRUCTION

Construction Administration
Field Inspection
Storm Water Operator
Bridge Inspection
Specification Writing
Project Cost Estimating
Construction Drawings

DOWNTOWN & ECONOMIC DEVELOPMENT

Brownfield Redevelopment
Grant Writing
Downtown Management
Downtown Master Plans
Special Finance Districts
Adaptive Reuse Studies
Retail Market Analysis
Strategic Planning/Visioning Workshops
Physical Design Plans
Streetscape Design & Implementation
Wayfinding & Signage
Tax Increment Financing & Development
Plans
DDA Creation

SITE DESIGN

Planting Design
Irrigation Design
Grading Plans
Utility Plans
Pavement Design
Lighting Design
Site Design Guidelines
Park Design

URBAN DESIGN

Corridor Design & Planning
Streetscape Design
Waterfront Design

FACILITY DESIGN

Marina Design
Playground Design
Athletic Facility Design
K-12 Site Development
Subdivision Design
Campgrounds
Parks Design
Higher Education

INFRASTRUCTURE

Storm Water Management
Water Distribution Systems
Sanitary Sewer Systems
Capacity Analysis
Capital Improvement
Program Wellhead Design & Protection
Pavement Evaluation
Streets and Roads
Onsite Sewage Treatment
Utility Marking
Parking

Selected Recent Awards



MICHIGAN ASSOCIATION OF PLANNING

Public Outreach Award for a Comprehensive Plan, 2020
City of Sturgis Master Plan
Sturgis, MI

Daniel Burnham Award for a Comprehensive Plan, 2019
Kalamazoo County Master Plan
Kalamazoo, MI

Economic Planning and Development Award, 2018
Project Rising Tide

Urban Design Award, 2018
Jackson Downtown Streetscape
Jackson, MI

Best Practice Award, 2018
Planning for Resiliency in Michigan:
A Comprehensive Handbook

Urban Design Award, 2017
Jackson Blackman Park Expansion
Jackson, MI

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

Merit Award, Michigan Chapter, 2017, General Design
Chicago Drive Corridor
Grandville, Michigan

Merit Award, Michigan Chapter, 2017, Planning & Analysis
Peshawbestown Community Master Plan
Peshawbestown, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Design
Jackson Blackman Park Expansion,
Jackson, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Wall Street East Parking Structure,
Ann Arbor, Michigan

Honor Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Marshbank Park
West Bloomfield Township, Michigan

MICHIGAN RECREATION AND PARK ASSOCIATION (mParks)

Outstanding Park Design Award, 2018
Petoskey Downtown Greenway,
South Segment
Petoskey, Michigan

Design Award, Outstanding Facility 2017
Silver Lake State Park
Mears, Michigan

Landscape Design Award, 2014
White Lake Bloomer Park
White Lake Charter Township, Michigan

Outstanding Park Design Award, 2013
Argo Cascades
Ann Arbor, Michigan

Design Award, Landscape Design, 2011
Bear River Valley Recreation Area
City of Petoskey, Michigan

IMAGIN (Improving Michigan's Access to Geographic Information Networks)

Innovation Award, 2018
Solar Suitability Analysis
Acme Township, Michigan

EDUCATION DESIGN SHOWCASE

Project of Distinction, 2017
Outstanding Design and Architecture
Lasch Family Golf Center, Michigan State University
East Lansing, Michigan

NATIONAL TRUST FOR HISTORIC PRESERVATION

Richard H. Driehaus National Preservation Honor Award, 2014
McGregor Pool
Wayne State University
Detroit, Michigan

MICHIGAN HISTORIC PRESERVATION NETWORK

Government/Institution Award, 2016
River Raisin Heritage Corridor East Master Plan
Monroe, Michigan



integrate

Project Understanding and Work Plan

Project Understanding



Petoskey Downtown Greenway - Phase 2 Project; 2018 mParks Design Award

Beckett & Raeder, Inc. (BRI) is pleased to submit for consideration a Work Plan for the City of Charlevoix Parks and Recreation 5-Year Master Plan. We have formed a Consultant Team with park and recreation specialists, planners, landscape architects, and community engagement specialists to assist the City in this important effort.

Through careful reading of your solicitation for services, we understand that the City of Charlevoix desires to formulate a comprehensive plan for its park and recreation assets which is compliant with the Michigan Department of Natural Resources guidelines, and which will provide a decision-making framework for the elected and appointed officials with regard to the orderly and effective development of the City's recreation and open space assets. We further understand that this plan is to be firmly rooted in, and reflective of, resident's preferences and priorities.

Recreation is a service that should be integrated with other community services, such as transportation, planning, zoning, and public safety, and community initiatives like corridor revitalization and neighborhood preservation. We believe that the community should be part of every planning process, that every interaction between citizen and government is a chance to build a stronger relationship, and that this relationship is the key to building resilient, cohesive, prosperous communities.

Layered on the community input are the technical aspects of the recreation planning process, where data and field work are compiled to form an assessment of what has been achieved, what needs to be transformed, and what needs to be developed. This is accomplished by using proprietary data sources, interactive GIS mapping, field assessment, and collaboration with the City's recreation and development professionals. The result of this process renders a Parks and Recreation Plan that is aligned with other City plans, goals, and objectives.

The Work Plan on the following pages presents an efficient and thorough process for achieving the goals above. The Initiation and Organization provides an opportunity for the City and Consultant Team to refine the Scope of Work, address key areas of concern, and exchange responsibilities. This first phase of the project also includes the document review and inventory.

BRI will take a deep look into available public and private data sources to develop a snapshot of the community, uncover trends, and determine the interaction and connection between natural and man-made environments. A thorough site investigation will be done of the parks to provide the City of Charlevoix with a detailed inventory of the park system and an accessibility assessment.

People and Priorities involves community engagement. This task includes creating, hosting, and implementing a park and recreation survey, stakeholder interviews, youth engagement, and holding community open houses. Materials will be developed to educate the public about the Park and Recreation Planning process. The City of Charlevoix will be able to use the materials in their social media efforts, on the website, and through direct mail and email notifications. BRI will compile all of the input gathered through the community engagement process and provide a final summary of results.

The Parks and Recreation Plan will be drafted and made available to the City for review. After the plan is reviewed by the Leadership team and edits are made, the plan will be made available for public review and comment. The Consultant Team will work with the City to move the plan through the formal adoption process. The end result is a diverse and inclusive Parks and Recreation Plan that also meets the MDNR Guidelines.

WORK PLAN

PHASE 1.0

Initiation & Organization

This initial phase of the process includes the kickoff meeting which establishes client expectations and finalizes any revisions to the work plan, meeting schedules, and contacts.

1.1 Kickoff Meeting

BRI and the City of Charlevoix to meet and discuss project expectations, a final work plan, and special considerations. The City will provide all relevant previous planning reports, background information, and GIS data.

1.2 Document Review

BRI will review the City's suite of previous planning documents and identify elements which should be adopted into the Parks and Recreation Plan to ensure alignment with other City goals and objectives. All data which will influence the five-year plan will be taken into consideration.

Elements from the 2017 plan that are still relevant will be carried over to the new plan. BRI has been encouraging sustainability and resiliency practices into park and recreation plans to help the municipality prepare for and adapt to the changing times. The COVID pandemic has definitely been a time of uncertainty and it is important to be prepared. BRI designs and develops plans to assist in a sustainable future.

1.3 Leadership Team

The City will convene a Leadership team comprised of delegates from the Parks and Recreation Department staff and other City representatives. The Leadership Team will meet as needed with BRI team members to guide project development, provide feedback, and approve work products.



Waldenburg Park - Macomb, Michigan

PHASE 2.0

People and Place

2.1 Demographic Review

Characteristics of the City's population will be reviewed, with emphasis on trends and projections, particularly with regard to age, race, and household types. Information will be presented in an engaging, graphic format.

Developing a plan that is diverse and inclusive for all people is critical. BRI will be diligent in embracing these aspects to write a first-class plan.

Health and wellness are a vital part of park and recreation planning. Parks and recreation services and amenities help to create a system for people to get outside in nature to exercise, relax, and socialize. The National Recreation and Park Association highlights the benefits of parks and recreation services, indicating that parks and critical for the health and wellness of a community. Planning for an active community is important for the physical, mental and emotional well being for all people.

2.2 Socio Economic Review

Conduct trends research as it affects community demographic, economic, culture, and leisure issues to impact the Parks and Recreation Services. BRI utilizes proprietary data sources to review target market segments which indicate preferences for various recreation and cultural venues.

2.3 Built Systems

Compile and review information on existing built systems including transportation networks, rail, and location of significant cultural and historic properties, existing land use patterns, and forecasted development patterns.

This phase of the work plan involves a review of existing conditions which includes an understanding of the characteristics of the City's residents and the place where they live. This information helps form the foundation and later the framework for the strategic plan.

2.4 Natural Systems

Compile and review information on natural systems such as tributaries, wetlands, woodlands, and other natural components.

Maintaining natural systems can assist in reduced maintenance and therefore save cost for the City in the long run.

2.5 Recreation Inventory

A thorough onsite recreation inventory and accessibility assessment will be conducted for all of the parks that are owned and operated by City of Charlevoix.

BRI will take a look at ways to conserve and protect the City's natural resources, provide guidance for sustainable practices, and discuss potential design methods that address the environmental, social and financial future of the City.

The inventory will be benchmarked with the National Recreation and Park Association standards and suggested requirements.

Each park will be categorized into mini parks, neighborhood parks, community parks and regional parks. A pedestrian shed will be created to show walk ability to the City's parks and recreation assets.

Connectivity to the City's parks and trails will be reviewed and suggestions will be made for future improvements and/or expansions.

BRI will review the City's recreational programming and compare it with the public input to see where improvements can be made. Providing programs to include people of all ages and abilities is crucial for a healthy community.

Existing and proposed trails will be reviewed and assessed to see if there is potential for additional connectivity to surrounding park and recreation amenities.

A regional park and recreation inventory will be reviewed to see where potential connections can be made to provide a broader system.

PHASE 3.0

People and Priorities

Recreation is about people, and this phase of the work plan is focused on hearing from the community. BRI will work closely with the City's Leadership Team to develop an input strategy. Specific tasks include development and analysis of a parks and recreation survey, conducting stakeholder interviews and coordinating and hosting community input sessions. All of this information is compiled to determine general reoccurring themes, community expectations, and potential projects and programs. At the conclusion of this phase, a meeting is held with the Leadership Team to review the findings.

3.1 Survey Development and Analysis

An electronic survey will be developed, hosted, and conducted by BRI. We will provide the City with a printable version of the survey to distribute hard copies in various locations and City sponsored events. BRI will analyze the data collected from the survey and provide a summary of the results highlighting the statistics.

3.2 Stakeholder Interviews

BRI will convene with the City to identify key stakeholders. Interviews will be held to gather feedback from the various community members that have a vested interest in the future of the Parks and Recreation Department.

3.3 Public Input Sessions/Workshops

BRI will facilitate public input sessions to gather feedback from the Community. BRI will facilitate sessions in locations identified by the City. Sessions may be held virtually depending on the pandemic. BRI will capture as much feedback as possible. A variety of interactive activities will be created to gather candid feedback.

3.4 Youth Engagement

BRI will develop a youth engagement component. Kids and young adults are the future of the City of Charlevoix and their feedback is important to complete a vision for the next five years.

3.5 Summary of Findings

BRI will compile the results of the survey and community engagement activities into a final report.

3.6 Goals, Issues, and Opportunities

Subject to the outcome of the community input, the direction of the plan will be defined. The information will be compiled to conform with the MDNR guidelines and requirements. In addition to the meetings specified by the City, BRI recommends that the City convene to review the results of the community engagement program, develop the plan's Goals and Objectives, and ensure that issues and opportunities are appropriately identified. The draft Plan is then used to facilitate further review and input from the Leadership Team and the community prior to final preparation and adoption.



Youth Engagement Activities

PHASE 4.0

People, Place, and Plan

4.1 Plan Mechanics

The Michigan Department of Natural Resources (MDNR) requirements and standards will be used in developing the Recreation Plan. The National Recreation and Park Association will be used to reference standards and suggested requirements for parks and recreation facilities. At a minimum, the following will be included:

- Community Description
- Administrative Structure
- Description of the Planning and Public Input Process
- Recreation and Resource Inventory including a Barrier-Free Evaluation of each park.
- Goals and Objectives
- Action Plan, Capital Improvement Schedule, and Rationale

4.2 Guiding Principles

The following guiding principles will be used in the development of the five-year plan:

- Overall recreational commitments must remain within the financial capacity of the City.
- Existing and proposed facilities, whenever possible, should support multiple uses and/or joint uses, including recommendations on enhancing existing parks and recreation facilities and programs.
- Sustainability and longevity practices will be encouraged.

4.3 Plan Preparation

BRI will provide a comprehensive strategic master park plan using all of the information provided by the City and through the public engagement sessions. We will identify the community's needs for active and passive recreation facilities and program development and incorporate them into the plan, based upon the existing recreation facilities and programs and through the public input process. BRI will provide a draft plan in digital format for the required 30-day public review period.

4.4 Mapping

Preparation of supporting maps using GIS. These typically include existing facilities, pedestrian walksheds, nonmotorized network, natural features, service zones, and strategic plan initiatives. Neighborhood service areas, walk ability, mobility patterns, and identifying barriers to access recreation facilities will be assessed during the mapping process.

4.5 Finalization and Adoption

BRI will prepare the plan for final adoption and submit letters of transmittal to the regional planning agencies. Our team will convey the final plan based upon the input from the 30-day public review period. BRI will present the final plan to the City Council for the final approval. BRI will attend the public hearing at the appropriate City Council meeting and assist with the final adoption procedures.

4.6 Deliverables

BRI will provide the City with all the requested deliverables. BRI will assist with final submittal of the plan to the MDNR.



Bear River Valley
Petoskey, Michigan



illustrate

Beckett & Raeder, Inc.
Team

Key Staff: Resumes



John R. Iacoangeli, FAICP, LEED AP, CNU-A, FBCI Principal, Community Planner

John joined Beckett & Raeder, Inc. (BRI) as a Principal in 1991 and is a Professional Certified Planner and a member of the American Institute of Certified Planners. John has over thirty years experience working with public and private sector clients on a variety of community and economic development based projects. He has been involved in the preparation and implementation of downtown and neighborhood revitalization, community development, economic development, historic preservation, and natural resource-based projects for numerous communities throughout the Midwest. His area of specialization is project implementation involving federal and state grants, local municipal financing, special authority financing, and public-private partnerships.

He serves as an advisor-consultant to planning commissions and a variety of redevelopment authorities (DDA, CIA, BRA) and is a frequent instructor for the Michigan Association of Planning and the MIPlace program.

EDUCATION

Master of Public Administration,
Northern Michigan University, Marquette,
Michigan

Bachelor of Science, Resource
Management, University of Michigan,
Ann Arbor, Michigan

CERTIFICATES

Certificate of Real Estate, University of
Michigan and Michigan Association of
Realtors

Congress for New Urbanism
Accreditation

Form Based Code Institute Certification

LEED Accredited Professional

FEMA

ICS-100, IS-00029, EFS 15.

ICS-200, IS-00700 (NIMS)

AFFILIATIONS

National Trust for Historic Preservation

Michigan Historic Preservation Network

Monroe County Historical Society

SELECTED EXPERIENCE

Lakes to Land Regional Initiative
Collaborative Master Plan for sixteen
communities in Benzie and Manistee
Counties

Innovation in Regional Planning Award –
Michigan Association of Planning, 2014

Lakes to Land Farm and Food System
Assessment

Innovation in Economic Planning and
Development – Michigan Association of
Planning, 2015

Acme Township Placemaking &
Master Plan, Acme Township, Michigan
Daniel Burnham Award for a
Comprehensive Plan – Michigan
Association of Planning, 2015

River Raisin Heritage Corridor East
Master Plan

Monroe County Historical Society,
National Park Service, City of Monroe,
Monroe, Michigan

Merit Award – Michigan Chapter
of American Society of Landscape
Architects, 2013

Honor Award – Michigan Historic
Preservation Network, 2016

Peshawbestown Master Plan, Grand
Traverse Band of Chippewa and Ottawa
Indians, Peshawbestown, Michigan

Daniel Burnham Award for a
Comprehensive Plan – Michigan
Association of Planning, 2012

Michigan State Housing Development
Authority, Downtowns of Promise
Strategic Planning

Flint, Saginaw, Benton Harbor,
Hamtramck, Highland Park, Muskegon
Heights, and Detroit's Joy-Southfield
Neighborhood

City of Marquette Master Plan,
Historic Waterfront and Lower
Harbor Master Plan, Redevelopment
Plan, Marquette, Michigan

Dexter Strategic Plan and
Placemaking, Dexter, Michigan

Key Staff: Resumes



Carrie Klingelsmith, CPRP, CPSI Project Professional

Carrie brings to Beckett & Raeder, Inc. a diverse background in both the public and private sector. As a Certified Park and Recreation Professional, she is dedicated and passionate about recreation services, programming, and their land uses. Carrie has worked in the public sector for a variety of municipalities, giving her unique insight into the daily operations of local governments, acting as a recreation programmer and park and recreation director. She matches this expertise with private sector experience that spans grant writing, marketing, development, and building partnerships and collaborative efforts. Carrie has successfully raised nearly \$1,000,000 dollars in grant funding for her clients over the years and strives to secure funding for important recreational projects.

EDUCATION

Bachelor of Applied Arts, Recreation,
Parks and Leisure Service Administration

Central Michigan University
Mt. Pleasant, Michigan

LICENSES & CERTIFICATES

Certified Park and Recreation Professional
Certified Playground Safety Inspector

AFFILIATIONS

mParks - Michigan Recreation & Park
Association

mParks Regional Association Knuckles
Knorth

BOARDS & COMMITTEES

Petoskey Chamber of Commerce

SELECTED EXPERIENCE

City of Dearborn Recreation & Parks
Plan, Dearborn, MI - in progress

Eaton County Parks and Recreation
Plan, Grand Ledge, MI - in progress

Eveline Township Parks and
Recreation Plan, East Jordan, MI - In
progress

Garfield Township Parks and
Recreation Plan, Fife Lake, MI - in
progress

City of Boyne City Parks and
Recreation Plan, Boyne City, MI - 2020

Charlevoix County Recreation Plan,
Charlevoix, Michigan - 2020

Acme Township Parks and Recreation
Plan, Acme, Michigan - 2019

Bay Township Parks and Recreation
Plan, Boyne City, Michigan - 2019

Kalkaska Township Feasibility Study
Kalkaska, Michigan - 2019

City of Farmington Hills Park and
Recreation Plan, Farmington Hills,
Michigan - 2019

Orion Township Park and Recreation
Plan, Lake Orion, Michigan - 2019

City of River Rouge Parks and
Recreation Plan, River Rouge, Michigan
- 2019

Eaton Rapids Area Community
Recreation Plan, Eaton Rapids,
Michigan - 2019

Natura Architectural Consulting, LLC,
Business Development Director
Finding resources and leveraging
relationships for projects; preparing
proposals and marketing materials;
implementing social media efforts;

M.C. Smith Associates & Architectural
Group, Inc., Park and Recreation
Strategic Planning and Marketing
Director
Preparation of 5-Year Park and Recreation
Plans; park system inventories and
analysis; finding resources and leveraging
relationships for potential projects;
community grant writing that secured
nearly \$900,000 dollars in two years;
preparing proposals and marketing
materials; implementing social media
efforts.

Byron Township
Parks and Recreation Director
Planning, designing, marketing, and
implementing programs; administration
of department budget; developing
partnerships and collaborations; oversight
of facility operations; acquired \$100,000
dollars in grant funding.

Key Staff: Resumes



Michelle Bennett, AICP Associate Planner

Michelle has experience in domestic and international planning that spans both the private and public sector. Michelle's professional experience within the planning field and prior focused on improving economic development opportunities in cities. Her experience managing large scale, survey-based projects and converting data into a digestible format for cities is critical for the implementation of economic development strategies. Aside from economic development, her interests also include the intersection of environmental, strategic, and recreation planning. Originally from California, Michelle is more interested in working on the urban issues that affect the Midwest.

EDUCATION

Bachelor of Arts, Urban Studies & Economics, University of California, San Diego

Master of Urban and Regional Planning, University of Michigan, Ann Arbor

TEACHING EXPERIENCE

University of Michigan, Legal Aspects of the Planning Process

AFFILIATIONS

American Planning Association, Michigan Chapter

SELECTED EXPERIENCE

City of Dearborn Recreation & Parks Plan, Dearborn, MI - in progress

Eaton County Parks and Recreation Plan, Grand Ledge, MI - in progress

Eaton Rapids Area Joint Recreation Plan, Eaton Rapids, Michigan - In progress

City of River Rouge Recreation Plan, River Rouge, Michigan - in progress

City of Farmington Hills Park and Recreation Plan, Farmington Hills, Michigan 2019

Orion Township Park and Recreation Plan, Lake Orion, Michigan 2019

Trenton Coast Resiliency Master Plan
City of Trenton, MI

Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2017

Pittsfield Township Parks and Recreation Plan
Pittsfield Township, Michigan

Kalamazoo County Master Plan
Kalamazoo County, MI

City of Sturgis Master Plan
Sturgis, MI

Project Rising Tide
Statewide Planning Initiative providing planning and zoning services to 10 communities throughout Michigan

Integrated Resource Management Plan, Nottawaseppi Huron Band of the Potawatomi Indians
Pine Creek Reservation, Fulton, MI

City of Northville Downtown Strategic Plan
Northville Downtown Development Authority
Northville, Michigan

State of Nevada Usability Study*
Tourism Marketing Research
Nevada Commission of Tourism

City of Sydney Australia Business Plan*
Urban Agriculture Feasibility Study
Sydney, Australia

Key Staff: Resumes



Timothy Knutsen, PLA, ASLA, CPSI Senior Associate

Tim is a professional landscape architect and senior associate at Beckett and Raeder, with over 20 years of experience in site design and development. He also heads up our Petoskey, Michigan office working with Northwest Michigan clients on public and private projects. Tim's project experience varies from residential and commercial projects to campus developments for schools and colleges. Tim received his Bachelor of Landscape Architecture and Associate in Landscape and Nursery Management from Michigan State University and began his career at Beckett & Raeder, Inc. in 1998.

EDUCATION

Bachelor of Landscape Architecture
Nursery Management
Michigan State University
East Lansing, MI

AFFILIATIONS

American Society of Landscape
Architects

SELECTED EXPERIENCE

Acme Township Connector Trail, in
progress, Williamsburg, Michigan

Petoskey Greenway, Phase I, II
mParks Facility Design Award 2019
Petoskey, Michigan

Grand Traverse County Civic Center
Park Master Plan
Traverse City, Michigan

Honor Area Restoration Project,
Platte River Park Master Planning
Honor, Michigan

Kalkaska Township
Recreation Facility Master Plan
Kalkaska, Michigan

Bear River Recreation Master Plan
Design Award, Michigan Recreation
& Park Association - 2016
Petoskey, Michigan

City of Petoskey Greenway
(MDOT)
Petoskey, Michigan

Bear River Whitewater and
Habitat Improvements
Petoskey, Michigan

City of Petoskey
Belle Iron Trail Bridge Crossing
Preliminary Engineering
Petoskey, Michigan

Downtown Gateway Study
Petoskey, Michigan

Avalanche Park Overlook
Improvements
One Water Street
Boyne City, Michigan

Traverse City Grandview Tunnel
Traverse City, Michigan

Argo Cascades White Water Project
Ann Arbor, Michigan

Saline Henne Field Park
Improvements
Saline, Michigan

Saline Areas Schools New High
School
and Elementary School Campus
Saline, Michigan

MDOT TEA-21
Streetscape Improvements
Dexter, Michigan

Dexter Farmers Market
Dexter, Michigan

Key Staff: Resumes



Liz Gunden Project Planner

Liz comes to Beckett & Raeder with a wealth of knowledge in urban and regional planning as well as a background in Graphic Design. She has a diverse skillset and is involved in many projects including, community master plans, park & recreation plans, zoning ordinances, community engagement strategies, downtown development plans, pattern books, data analysis, and report design. She also provides planning services, such as site plan review and analyzing zoning requests, all of which builds from Liz's previous experience of serving as a County Planner. Her combined planning and graphic design skills provide unique products that suitably serve their distinct communities.

EDUCATION

Bachelor of Arts

Major: Art

Minors: Graphic Design, Spanish
Goshen College
Goshen, Indiana

Master of Urban &
Regional Planning
University of Michigan
Ann Arbor, Michigan

AFFILIATIONS

Michigan Association of Planning
AICP Pilot Program

TEACHING EXPERIENCE

Architecture, Sustainability, & the City
U.S. Planning Institutions & Law

SELECTED EXPERIENCE

Sturgis Master Plan
Sturgis, Michigan

Excellence Award in Community
Outreach – Michigan Association of
Planning, 2020

Project Rising Tide
Statewide Planning Initiative providing
planning and zoning services to 10
communities throughout Michigan

Redevelopment Ready Communities
Technical Assistance Services
Michigan Economic Development
Corporation

City of Lincoln Park Planning Services
City of Lincoln Park, MI

City of Rochester Master Plan
Rochester, MI - in progress

City of Roseville Analysis of
Impediments
Roseville, MI - in progress

City of River Rouge Zoning Ordinance
River Rouge, MI - in progress

City of Ypsilanti Master Plan &
Sustainability Plan
Ypsilanti, MI - in progress

City of Dearborn Recreation & Parks
Plan, Dearborn, MI - in progress

Eaton County Parks & Recreation Plan
Grand Ledge, MI - in progress

City of Sturgis Parking Study
Sturgis, MI - in progress

Eveline Township Parks & Recreation
Plan
Eveline Township, MI - in progress

Eveline Township Master Plan
Eveline Township, MI - in progress

Oscoda Township Master Plan
Oscoda Township, MI - in progress

Oscoda Township Form Based Code
Oscoda Township, MI - in progress

City of Eaton Rapids Zoning Ordinance
Eaton Rapids, MI - in progress

Garfield Township Parks & Recreation
Plan
Garfield Township, MI - in progress

City of Warren Master Plan
Warren, MI - in progress

Grand Traverse County Civic Center
Site Design
Grand Traverse County

Lake City Master Plan
Lake City, MI

Boyne City Parks & Recreation Plan
Boyne City, MI

Charlevoix County Parks & Recreation
Plan
Charlevoix County, MI

Key Staff: Resumes



Rowan Brady Project Professional, GIS Technician

Rowan joined Beckett & Raeder, Inc. (BRI) as an Intern in 2018. After finishing his undergraduate degree in the Spring of 2019, Rowan remained at Beckett & Raeder, Inc. and is pursuing a Master's degree in Urban and Regional Planning at the University of Michigan-Ann Arbor. Rowan is a Geographic Information System (GIS) specialist and contributes data input, analysis, and mapping to many of BRI's community planning projects.

EDUCATION

In Progress: Master of Urban and Regional Planning, University of Michigan, Ann Arbor, Michigan

Bachelor of Arts, Environmental Science, University of Michigan, Ann Arbor, Michigan

AFFILIATIONS

American Planning Association

SELECTED EXPERIENCE

Michigan Economic Development Corporation, Project Rising Tide

Michigan Economic Development Corporation, Economic Development Board Training Curriculum

City of Warren Master Plan

City of Warren Zoning Atlas Digitization and Update

Michigan Department of Health and Human Services, Climate Health Adaptation Interactive Mapping Platform

City of Lincoln Park Master Plan

Wexford County M-115 Corridor Study

Clam Lake Township Zoning Ordinance

Clam Lake Township Master Plan

Farmington Hills Parks and Recreation Plan

Eaton Rapids Parks and Recreation Plan

Banks Township Master Plan

East Jordan Master Plan

Hayes Township Master Plan

Village of Kalkaska Zoning Ordinance

Lake City Master Plan

Traverse City and Garfield Township Recreation Authority Public Visioning

Sugar Island Township Zoning Ordinance

City of Sturgis Master Plan

City of Ypsilanti Sustainability Plan

Grand Rapids Township Master Plan

Michigan Department of Natural Resources, Park General Management Plans

Village of Ellsworth RRC Certification

Charter Township of Filer Master Plan



inspire

Work Samples

Experience



City of Dearborn Recreation & Parks Master Plan

Dearborn, Michigan



The City of Dearborn's Recreation & Park Master Plan encompasses 42 parks, totaling over 1,037 acres of recreational facilities and amenities, and 11 departmental divisions that collaborate together to offer the best in recreation and leisure experiences.

The mission of the department is to fulfill the social, educational, and recreational needs of children, adults, and families by providing quality programs and activities in clean and well maintained facilities. To accomplish this, the plan follows the Michigan Department of Natural Resources guidelines to include a thorough inventory and accessibility assessment of the expansive park system, and an examination of trends and opportunities specific to their communities current and future recreational demands.

The development of the plan took place during the COVID-19 pandemic, making it even more difficult to reach a very diverse population. To start, the online survey was translated and advertised in Arabic. Secondly, the Beckett & Raeder team created virtual community input sessions with real time voting options to gather candid feedback from the participants. Thirdly, stakeholders were virtually interviewed for an added layer of insight into where improvements could be made.

Beckett & Raeder developed achievable goals and objectives that relate to the needs of the community and tied it directly to the Capital Improvement Plan. The action plan not only describes what to do, but many of the actions have a timeframe and price tag attached to streamline their development.

Experience



City of Farmington Hills Department of Special Services Parks and Recreation Master Plan

Farmington Hills, Michigan



Farmington Hills is home to impressive recreational assets like the Nature Center where visitors learn from nature, Ice Arena to practice sports, and the Longacre House to hold events. Community events account for almost 30% of the Recreation Division's activities. Some of the highlights include the Annual Great Campout, Fly & Fry, and the Fashion Show fundraiser. The DSS also takes steps toward improving its carbon footprint through water bottle refill stations, installation of LED lights, and the increase of recycling bins in the parks.

A thorough on-the-ground inventory was conducted on all of the existing parks, natural areas, and recreation facilities owned or leased by the City of Farmington Hills. Each park and facility were visited, and a detailed inventory of the number, type, level of accessibility, and condition of recreation equipment and facilities were documented in order to determine areas where the department can focus on improvement efforts.

Farmington Hills sought out the community's opinion in two different formats: two group visioning sessions and a community-wide survey. The two approaches allow for different types of interaction: a survey allows people to respond candidly in anonymity, and a face-to-face visioning session with City leaders and residents allows for productive exchange, consensus-building, and education. The combination of the two provides for breadth and depth on important recreation matters. The findings from all of the community engagement influence the action plan which is a set of strategies that guides the Department of Special Services in their decision-making process over the next five years.

The action plan represents thoughtful steps that an agency can take to improve its recreation system within a 1 to 5 year time horizon. The action plan is categorized by major themes that emerged from residents and on-the-ground assessments. The four topics of consideration that rose to the top were: Accessibility, User experience, Connectivity, System Wide Environment, and Communication.



Experience



Boyne City Parks and Recreation Plan *Boyne City, Michigan*



Boyne City values parks and recreation assets and amenities. Recreational planning is a priority. This park plan encompasses Boyne City's parks, trails, natural areas and recreational opportunities. The plan is based upon the Michigan Department of Natural Resources (MDNR) standards and guidelines. With this plan, Boyne City is eligible to receive MDNR grant funding.

The City of Boyne City has a variety of public and private recreation areas and facilities. The City owns and operates a total of 485.2 acres of recreational land and assets. A thorough on-site inventory and accessibility assessment was completed for each park. MDNR has park classifications that have been developed to focus on the areas that they serve. The park service area and classifications table provides a detailed description of the categories.

Community engagement is a key component in the planning process. An online survey was developed and distributed to Boyne City residents and visitors.

The goals and objectives are a culmination of the vision of the City, the residents, the visitors and the stakeholders. The goals and objectives were developed throughout the planning process. The recreation inventory, community input, and the current demographics guided the direction of the action plan. The action items are steps to making the vision a reality.

In addition to the Park and Recreation Plan, Beckett & Raeder also incorporated two park master plans into the overall project. Open Space and Avalanche schematic site plans were developed based upon public feedback and goals of the City.

Experience



Charlevoix County Parks and Recreation Plan

Charlevoix, Michigan



In 2019, Charlevoix County completed an update to the 2015 Parks & Recreation Plan, with final adoption in 2020. The new Parks & Recreation Plan is valid through the end of 2024. The purpose of keeping the Parks & Recreation Plan current is to keep up with current trends and to plan for the future. The approved plan also allows the county to be eligible for grant funding through the Michigan Department of Natural Resources.

The Charlevoix County Parks Committee and the Planning Commission met on a regular basis throughout the process. Charlevoix County is dedicated to serving the residents and visitors of the area and responding to their recreational needs and desires. Parks and recreation services ultimately improve the quality of life for the community.

The county is committed to listening to feedback from residents and park users to gather as much information as possible to make educated decisions. There were three community input sessions held to give the residents and visitors a chance to express their opinions regarding the parks and recreation system. An online survey was also developed and distributed to gather candid feedback. Over 250 people participated throughout this process.

Beckett & Raeder, Inc. provided Charlevoix County with planning services to create a working document to guide the next five years of parks and recreation services.



illustrative

Experience

B R i
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*Landscape Architecture
Planning, Engineering &
Environmental Services*

Monroe History Corridor – East Master Plan

Monroe, Michigan

2013 Merit Award - American Society of Landscape Architects

Michigan Chapter



The designation of the River Raisin Battlefield National Park (RRBNP) in the City of Monroe gave the community a unique opportunity to reinvent itself as a destination for historic, cultural, recreational and ecological tourism. An assessment of area-wide resources, commissioned by the National Park Service for the RRBNP, resulted in a "placemaking" concept for greater Monroe community. This concept envisioned the River Raisin as a "History Corridor" linking the RRBNP with Sterling State Park, U.S. Fish and Wildlife Eagle Island Marsh, the nearby Michigan Department of Natural Resources wetlands and wildlife habitat, properties south of the River Raisin including Hellenberg Field, Soldiers and Sailors Park, and historic and cultural resources in downtown Monroe.

Raeder developed a master plan that includes both interpretative and entertainment elements. The plan also integrates the adaptable reuse of over a dozen brownfield sites into the project area. Proposed improvements, estimated at \$90 million dollars, include a renovated visitor's center, an historic village complete with French Ribbon Farms and vineyards, a chapel for on-site weddings, a Peace Garden, a large amphitheater, and a waterfront complex for entertainment and dining. Together, these create a year-round draw for visitors to the National Park and serve as a gateway to the community, and beyond. For more information, please visit <http://www.nps.gov/rira/index.htm>

Working with the Monroe County Historical Society, the National Park Service, and stakeholders, Beckett &

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inspiring

BECKETT & RAEDER, INC. | 27

Experience

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Landscape Architecture
Planning, Engineering &
Environmental Services

Marshbank Park

West Bloomfield Township, Michigan

2011 Michigan Recreation & Parks Landscape Design Award

2012 Oakland County Oak Land Award

2013 Great Lakes Park, Facility & Recreation Program Award for Green Infrastructure

2016 Honor Award, Landscape Architectural Sustainability - Michigan Chapter of ASLA



Marshbank Park, a 101-acre waterfront park located on Cass Lake in West Bloomfield Township, includes wetlands, wooded wetlands, wooded uplands and open fields of rolling topography. The existing park provided no access to the lake and was used primarily for walking trails, picnicking, informal play fields, and playground activities. The West Bloomfield Parks and Recreation Commission submitted and was the recipient of a Michigan Department of Natural Resources Trust Fund Grant. Beckett & Raeder, Inc. was retained to provide an overall master plan for the park, and subsequent to the approval of the master plan, design development through construction administration for all proposed site improvements. Public input was gathered through a number of public meetings, including a public meeting held by the MDEQ prior to approval of the permit. Park improvements include a waterfront boardwalk,

floating, accessible fishing pier, canoe/kayak launch with transfer device, multi-use trails, a universal designed playground with safety surfacing, a group picnic shelter, a shade shelter at the playground, a seasonal toilet building with screened-in-porch overlooking the waterfront, a group activity building, a maintenance facility, renovated ball fields and sledding hill, and all associated parking, roads, and utilities. Access to all facilities has been provided. Green design practices were incorporated into the project including bioswales, pervious paving, roof water harvesting, geothermal heat, and native plantings. The project budget was \$5.4 mil, and bids received were within budget. Gary Cooper of Cooper Design, Inc. was the architect on the project.

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instrumental

Experience



Hickory Woods Park

Pittsfield Township, Michigan

Hickory Woods Park located in Pittsfield Township was a former golf course surrounded by residential neighborhoods. The park is predominantly open rolling terrain with a hickory woodlot on the northern portion of the site. Beckett & Raeder, Inc. along with team member, Cooper Design, Inc., was retained by the Township to develop a park master plan, submit for a Michigan Department of Natural Resources Trust Fund Grant, and prepare design and engineering drawings for the implementation of the Phase I and Phase II improvements.

Public workshops were held during the master plan phase of the project to identify desired park elements and priorities. Improvements include multi-use trails, picnic facilities, a restroom/storage facility, playgrounds, parking lot, informal play fields, bio retention areas, improvements to an existing irrigation pond for storm water management and native plantings for attraction of wildlife.

The park is open to the public for use year-round. It has over 2 miles of trails, both paved and unpaved, winding their way from the park entrance, through woodlots and prairie and around a pond. Trail entrances connect the park to nearby neighborhood, providing a more convenient access point for neighbors to enter and use park facilities. The project was completed in 2012.



instrumental

BECKETT & RAEDER, INC. | 29

Experience

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Beckett & Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

Downtown Greenway

Petoskey, Michigan

Petoskey's Downtown Greenway serves as a vital non-motorized corridor linking the Little Traverse Wheelway, Bay View Community, northeast side neighborhoods, and a senior residential facility with the retail, commercial, recreational, and cultural assets of downtown Petoskey. On a larger, regional scale, the Downtown Greenway connects to the 26-mile long Little Traverse Wheelway, and ultimately, to the 35-mile long Petoskey-to-Mackinaw Trail and the National Park Service's North Country Trail. Beckett & Raeder, Inc. (BRI) served as the City's consultant for master planning the greenway, negotiating purchase of the former rail corridor right-of-way from MDOT, applying for Michigan Natural Resources Trust Fund Grants, and implementing sections of trail following successful grant awards. When fully complete, Petoskey's Downtown Greenway will include pedestrian sidewalks, non-motorized trails, a downtown trolley, trailheads with public parking, a visitors center with restrooms, festival and memorial plazas, a seasonal ice rink, and lighting and landscape treatments.

The MNRTF funded North Segment is the first to be implemented and includes a non-motorized trail, trailhead parking, roadway crossings, pedestrian lighting, benches, trash receptacles, interpretive and wayfinding signage, and right-of-way restoration with native plant cut materials. The trail is 10-feet wide concrete with sawcut joints to provide a smooth non-motorized surface. Sidewalks connecting trailhead parking along Arlington Drive to the trail are 8-feet wide. City street crossings are concrete crosswalks with signage to signal trail users of vehicular traffic. All crossings are universally accessible and include design features such as visual and textural warnings. All trail surfaces, and other project elements, conform to the the United States Architectural and Transportation Barriers Compliance Board's Accessibility Guidelines for Outdoor Developed Areas.

Benches, trash receptacles and interpretive signage are located where topography, sun/shade patterns, or interesting views of Little Traverse Bay make them appropriate. Furnishings were designed in accordance with the Northern Michigan Disability Network's suggestions and United States Access Board's Outdoor Accessibility Guidelines. Benches are configured with arms and backs and include adjacent space for a wheelchair or other mobility aid. Interpretive and wayfinding signage is at an appropriate height/



intelligent

Experience

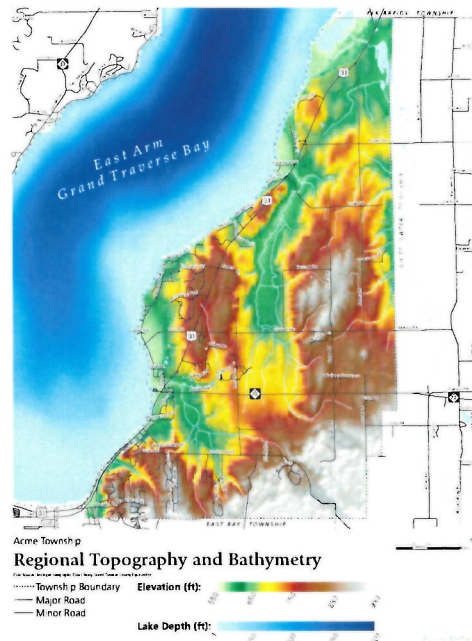
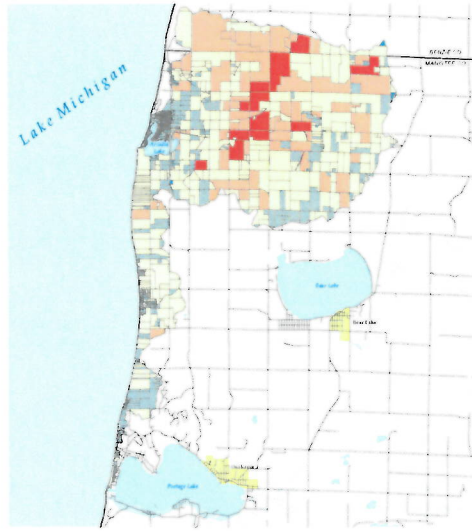
Geographic Information System (GIS) Services

Beckett & Raeder, Inc. has employed the use of GIS technology in virtually all planning, landscape architecture, and engineering projects for many years, following the ever-changing nature of this emerging field. This fundamental technology aids in decision-making, provides guidance for research and design, and allows us to uncover information otherwise unknown without spatial reference.

The variety of projects for which GIS can help is overwhelming. Whether the setting is natural or urban, environmental or structural, or based upon inventory or analysis, understanding the potential options and proper tools to emphasize spatial information is key to proper planning. The following list of GIS services shines a light on the possibilities for mapping, but even these general categories include several types of mapping or approaches each, and the list is not entirely inclusive of the endless options Beckett & Raeder, Inc. can offer. For additional information on what GIS can do for your community, industry, or project, we are always here to answer questions and teach you about this powerful technology.

- Interactive Web Mapping and Applications
- ArcGIS Online Administration
- Land Use Analysis and Mapping
- Zoning Analysis and Mapping
- Digitizing Infrastructure, Assets, and Parcels
- Spatial Analysis
- Network Analysis
- Site Selection Analysis
- Business Analysis
- Retail Market Analysis
- Urban Modeling
- Raster Analysis
- Spatial Interpolation
- Spatial Statistics
- Demographic Analysis
- Natural Features Studies
- Remote Sensing
- Field Work Applications
- Geodatabase Management
- Redevelopment Ready Analysis
- Priority Parcel Analysis

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*Landscape Architecture
Planning, Engineering &
Environmental Services*



interactive



imagine

Schedule

Proposed Work Schedule



M = Meeting
W = Workshop

Note: Meetings and workshops may be held virtually depending on the pandemic. Schedule may be adjusted according to the City's preference.



illuminate

References

References



M-115 Corridor Plan Vision Illustration, Cadillac, Michigan

Rob Straebel

City Manager
City of Petoskey
101 E. Lake St.
Petoskey, MI, 49770
231.347.2500
rstraebel@petoskey.us

Ellen S. Schnackel, CPRP

Director of Special Services
City of Farmington Hills
28600 Eleven Mile Road
Farmington Hills, MI 48336
248 473.1807
eschnackel@fhgov.com

Dan Plamondon

Deputy Director Recreation & Parks
City of Dearborn
15801 Michigan Avenue
Dearborn, MI 49690
313.943.2350
dplamondon@ci.dearborn.mi.us

Tim Faas

Director of Public Works
City of Boyne City
319 North Lake Street
Boyne City, MI 49712
231-582-9535
tfaas@boynecity.com



Thank you.

John R. Iacoangeli, AICP, LEED AP, CNU-A
Principal

231.347.2523 | jri@bria2.com



B R i
Beckett&Raeder
*Landscape Architecture
Planning, Engineering &
Environmental Services*

Proposed Budget

		HOURS	FEE
Task 1.0	Project Initiation and Organization	18	\$1,575
	Kickoff Meeting (1)	6	\$585
	Document Review	8	\$710
	Administrative Tasks	4	\$280
Task 2.0	People and Place	46	\$3,755
	Demographic Review	4	\$280
	Socio-Economic Review	4	\$280
	Built Systems	4	\$280
	Natural Systems	4	\$280
	Inventory of Public / Private Rec Facilities	4	\$280
	Regional Inventory	4	\$280
	On-Site Inventory	14	\$1,310
	Review Meeting (1)	8	\$765
Task 3.0	People and Priorities	32	\$2,650
	Survey Development and Analysis	10	\$740
	Community Input Sessions (2)	6	\$585
	Community Engagement Summary of Results	10	\$740
	Review Meetings (1)	6	\$585
Task 4.0	People, Place and Plan	64	\$4,640
	Issues and Opportunities	4	\$320
	Goals and Objectives Development Meeting (1)	3	\$210
	Goals and Objectives	5	\$390
	Action Plan	5	\$390
	Review Meetings (1)	3	\$210
	Draft Plan	28	\$2,000
	30 Day Public Review	2	\$140
	Plan Edits	7	\$490
	Final Public Hearing	2	\$140
	Regional and MDNR Transmittals	2	\$140
	Deliverables to the City	3	\$210
Core Proposal Services (excludes all printing expenses)		160	\$12,620
Additional In Person Meetings			\$300
Additional Virtual Meetings			\$250



CITY OF CHARLEVOIX

PARKS & RECREATION MASTER PLAN RFP

Bid Opening at City Hall
February 8, 2021 – 12:00pm

Bidder Name	Total Cost
Edgewater Resources St. Joseph, MI	\$26,840
Viridis Design Group Kalamazoo, MI	\$20,725
Beckett & Raeder Petoskey, MI	\$12,620
Greenplay LLC Louisville, CO	\$79,999
Spicer Group Saginaw, MI	\$10,900
SE Group Burlington, VT	\$34,000 base \$50,500 optimal
OHM Advisors Petoskey, MI	\$15,200
C2AE Architecture Engineering Grand Rapids, MI	\$20,638

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Dog Park Approval

DATE: March 15, 2021

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

On December 21, 2020, we presented to City Council a concept plan to develop a dog park behind the existing ball fields on Carpenter Street. At that time Council gave approval to further study this idea and to return with a proposal to move forward.

Public input collected by the current Recreation Master Plan highlighted resident demand for a dog park within the city; development of a dog park listed fourth on desired facilities or amenities to be added.

Our recommendation is the development of municipally owned land located between the Carpenter Street Ball Fields and the City of Charlevoix Municipal Airport. This land holds 1.5 acres of open space. 90% of the fencing infrastructure required currently exists, which minimizes costs as additional development is necessary only to fully enclose the park. The use of this land would be harmonious with the current park activities, and the ball fields and airport provide a substantial buffer from residential areas, while still being within walking distance for many in the City.

At this time, with Council's approval, we would like to move forward on fencing in necessary areas to create a secure dog park. The Dog Park Committee will meet to create rules and user guidelines. Once that is completed, we would be able to open the space as a dog park.

Future amenities will be based solely on donations and outside funding sources such as grants. Maintenance of the area, specifically mowing, is already covered by the existing budget. Administrative expenses will be part of the existing Recreation Department budget.

RECOMMENDATION:

Motion to designate the area between the Carpenter Street Ball Fields and the airport as the "City of Charlevoix Dog Park".

ATTACHMENTS:

- ▣ Dog Park Proposed Plan
- ▣ Fence Quote



CITY OF CHARLEVOIX RECREATION DEPARTMENT

CARPENTER STREET DOG PARK

Dog Park Design & Implementation Packet

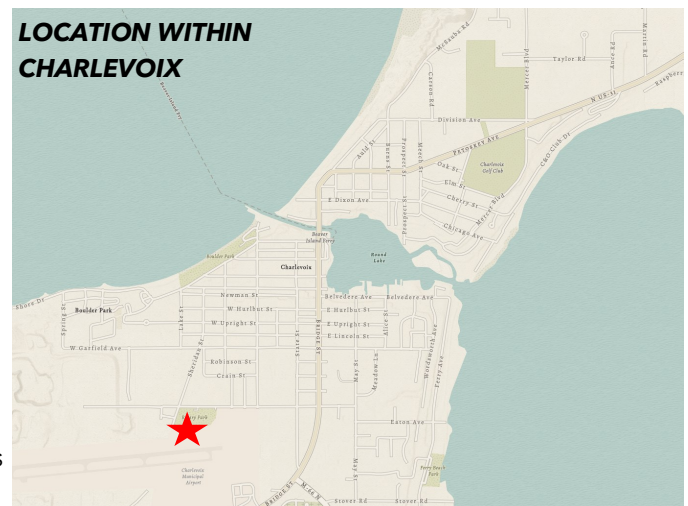


CHARLEVOIX

Overview



Dog Parks provide a safe environment for dogs to exercise and socialize. With an area designated for “Off-Leash Activity”, dogs can play in a non-restrictive, more responsible manner. The enclosed space prevents dogs from running away from their owners, or running into areas with vehicular traffic. Dog parks also give social opportunities to the human patrons who visit. These parks can serve as a hub for residents who all share a common interest (dogs), fostering connections in the community that may not have existed before. Many owners want to give their dog freedom, but are unable or too inconvenienced to make the 17 mile trip to the nearest dog park. A local dog park will give patrons the opportunity to promote health and wellness for their pet in a way that better aligns with the safety of others and city ordinances.



The outfield at the Carpenter Street Ball Fields is a prime location for the establishment of a dog park. Already owned by the city, no acquisition will be required, removing the most expensive costs associated with typical development. The location is bounded by the ballfields to the North and the municipal airport to the South, providing a buffer from residential areas. Despite this buffer, the location is still walkable to many in Charlevoix with its placement just south of many medium-density residential homes. The most important feature of an off-leash area is the enclosure through fencing or similar infrastructure. This area already has roughly 2,325 linear feet of fencing; as noted in the sections following this, the amount of fencing required to enclose the area is a fraction of what already exists. The square footage of this prospective park comes to 1.52 acres, a size desirable for this use and similar to the nearest park located in Boyne City.

Schematic Plan



 New Fencing	 Trash Bin	 Small Sign
 Fence Gate	 Park Bench	 Waste Bag Dispenser
 Tree Planting	 Dog/Human Drinking Fountain	

Quick Facts and Estimates

Square Footage of Total Dog Park	Square Footage of Small Dog Area	Square Footage of Main Dog Park
66,200 ft ²	5,200 ft ²	61,000 ft ²
Feet of Additional Fencing:		Total Projected Cost:
470 ft		\$46,090

Entrance & Small Dog Enclosure



Small signage on fence gates communicate park rules, hours and designate small dog and general dog areas.

Entrance area as designed is ~600 square feet. This area serves a security "airlock" to prevent dogs from escaping. A 9 foot gate is allocated on both sides for DPW maintenance.

The small dog enclosure runs in a more linear fashion compared to the general dog park and holds ~5,200 square feet.

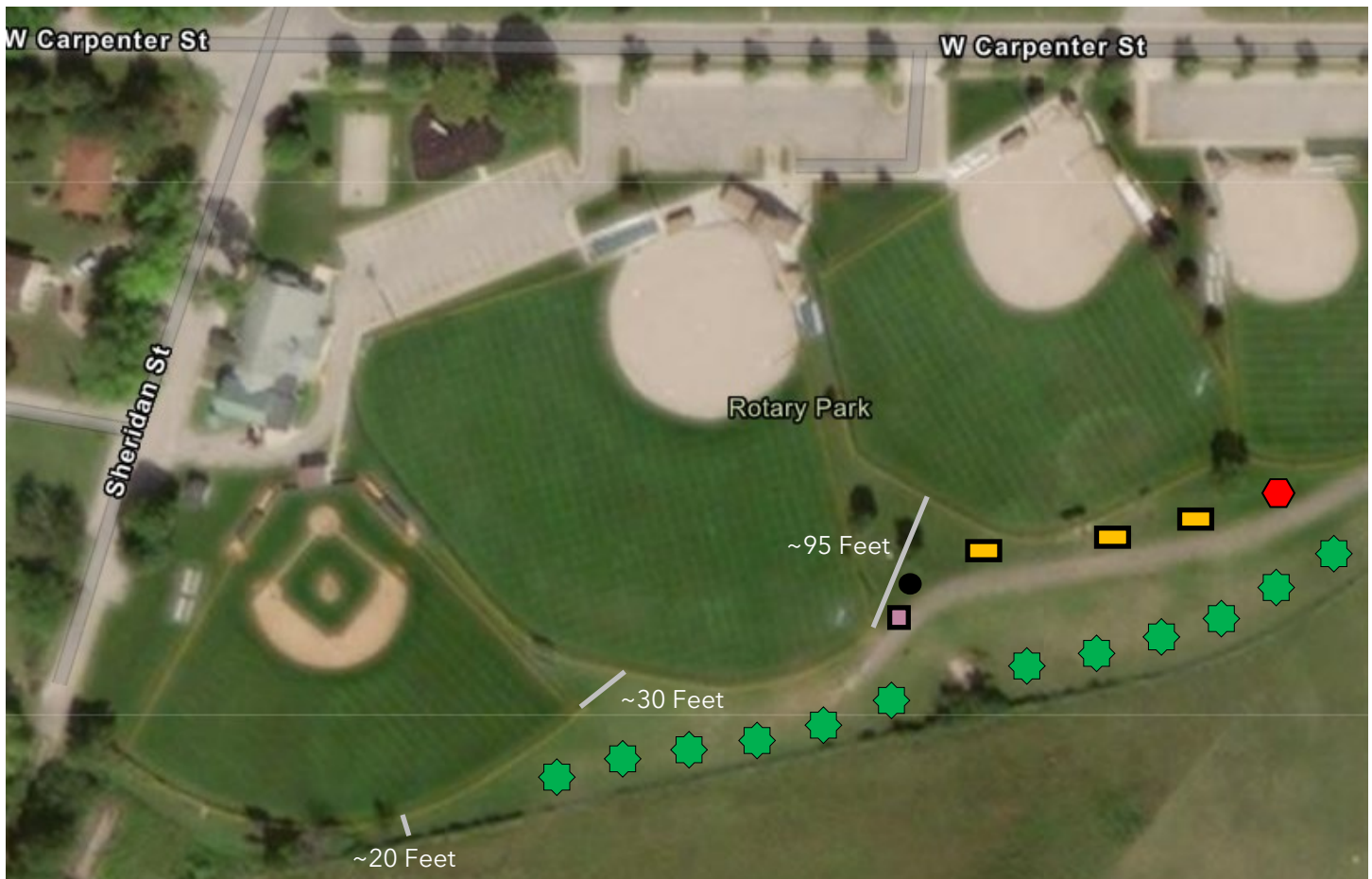
Drinking fountains, dog waste bag dispenser, and trash cans are located just outside of the entrance. The small dog area has benches for patron use.

This area contains the largest amount of fence to be built, at an estimated 325 linear feet.

Essential to any dog park, the entrance area's "double gate" serves to protect the dogs from easily escaping the park. If a singular gate is left open or broken, the dog park is still useable (although damaged gates should be of critical importance to repair). Signs should be posted on the front gate of each entrance, communicating items such as dog park hours, dog waste rules, DPW contact numbers (for repairs), police station numbers (for conflicts or emergencies), reminders to shut the gates, and liability and safety information, such as expressing caution during live baseball games. The two separate gate areas are for different dog sizes; the eastern side nearest to the airfield is for small or older dogs, while the western side closest to the ball fields is for larger dogs. Dog waste dispensers and trash bins are located outside of each gate, encouraging patrons to be conscious of their dog's droppings and providing the resources to do so should they not have brought their own bags. 9 foot gates are located adjacent to the dog park entrances; these will allow the department of public works to use their turf equipment and keep the dog park well-maintained.

The small dog area makes effective use of the western strip of grassland near the entrance of the park. While much smaller than the rest of the outfield area, this portion contains nearly 5,200 square feet—a significant amount for small dogs and pups! The amenities offered in this area are similar to those in the larger park, with a sitting area and trees to be planted for a future canopy. Since this area needs to be fully partitioned away from the remaining outfield area, it will require more fencing than the large dog park. However, even with the greater build required, the airport's current fencing already covers 215 feet in this stretch, easing the cost requirements. As it stands, for the small dog area alone, 215 feet of fencing will need to be added. When including the entrance, this total comes to about 325 feet of fencing to be purchased and installed for this area (does not include the gates). Smaller fencing could be welcomed in this area, as it would align with the T-ball field's low fencing line. A larger, taller fence might visually contrast with the current fencing, and when paired with the airport's tall barriers could make those inside feel more caged than a public park should. Consideration also must occur to the canopy of the area; shade is visceral to the wellbeing of dogs actively recreating under hot summer suns. A thick canopy that provides shade without obstructing the airport's use should be pursued through tree plantings. The trees will also improve the aesthetic charm of the area, providing a vibrancy and comfort that only natural features can.

Main Dog Enclosure



Roughly ~145 linear feet of fencing should be added for the large dog section. When including the entrance gate area, this becomes 255 linear feet.

The western boundary ends halfway through the Little League field. The outfield land connecting to Sheridan currently has a use.

The large dog section accounts for ~61,000 square feet, or 91.8-92.1% of the total Dog Park area (Other areas include the entrance and small dog enclosure).

The main section of the prospective dog park will be located in the outfields of the three largest baseball diamonds. This area opens up from the entrance bottleneck and provides dogs a wider and longer area for play. The longest width is nearly 125 feet (from the crest of the two connected baseball fields down), and if following the trail, the park is 1000 feet long. The preexisting asphalt trail serves as a channel for patrons, providing a guided path separate from the open spaces where dogs play. A fence is present along southern border, providing a useful division of this area from the airport. Aside from the boundary setting function, the chain-link barrier also serves a practical purpose for dog park use; its tall height helps to prevent thrown objects such as balls or frisbees from veering off outside of the park. The baseball fields to the north bring a large portion of the barriers needed, as only 145 feet of new fencing will be devoted to this section (despite holding 92% of the total dog park area, this section only requires 31% of the total new fencing build).

The park can be bounded in the west by 20 additional feet of fence. While there is nearly 10,000 square feet of additional space beyond this prospective fencing, the space is already committed for Little League use, serving as a practice area with batting cages before and after games. In addition to this, the large amount of woody brush that is present would have to be removed, increasing costs. It should be noted that 20 feet of fencing (~.8% of total dog park fencing) doesn't serve as a large barrier to development *should* the use change in the future along with desire for this area to be added to the park.

The continuation of the canopy highlighted in the previous section should occur, providing large dogs shelter from harsh sunlight in summer months. The canopy again will increase the vibrancy of the park, both for dog park patrons and those attending baseball games. Parkscape additions will include a dog waste bag distributor and trash can, park benches, and a sign warning patrons to be aware of flyballs. The number of park benches will largely depend on the strength of donations, but at least 2-3 should be used frequently enough to warrant purchase and installation.

Design Renderings



Small Dog Area



Large Dog Area



Entrance Area

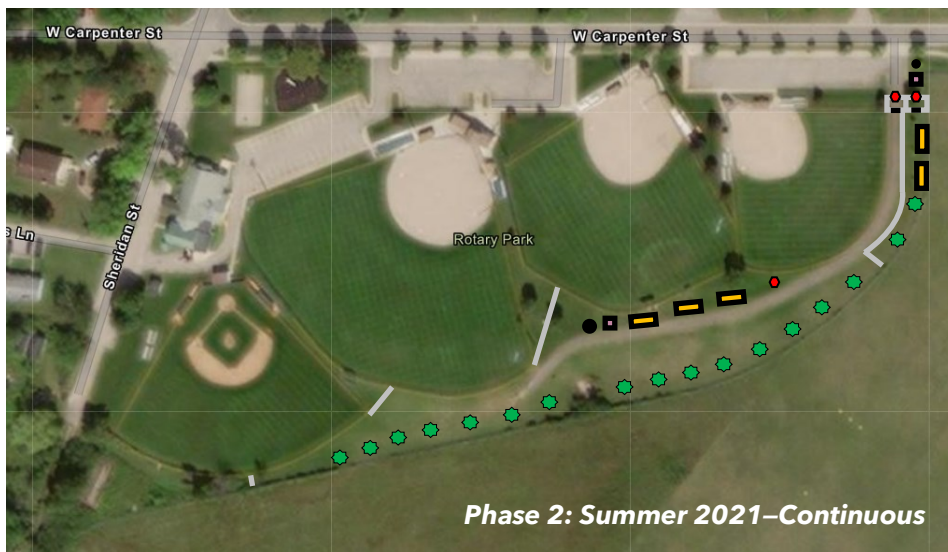


Implementation



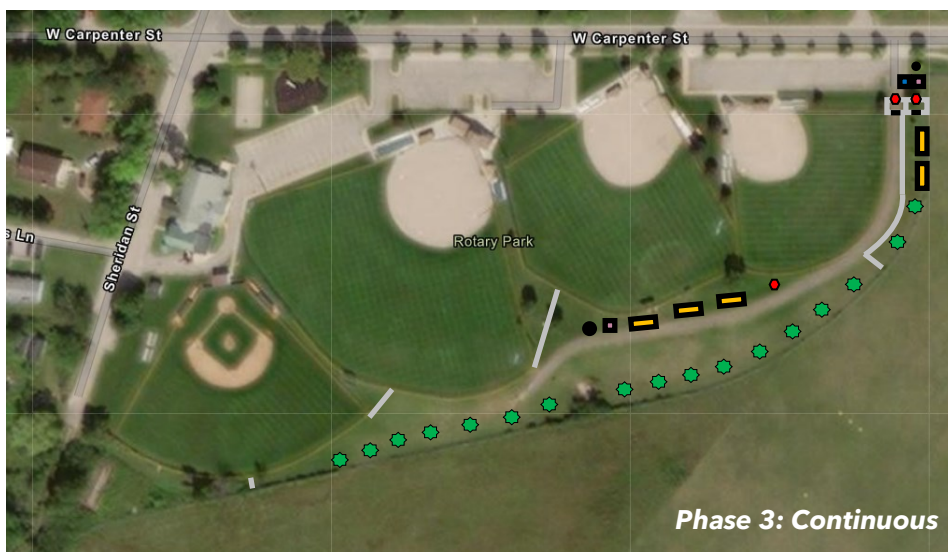
Phase 1:

The first phase of Dog Park development is establishing the necessary infrastructure for enclosure. This includes **fencing** and the **double gate entrance**. These items along would be enough to have a functioning dog park. Also included in this phase are **Park Rules Signs, Dog Waste Bag Dispensers, and Garbage Cans** to ensure patrons respect the cleanliness of the area and comply with visiting hours.



Phase 2:

The second phase focuses on parkscape improvements/amenities. **Benches** in both small and large dog areas would provide a spot for rest and congregation, and **Tree Plantings** would serve to increase the park-like aesthetic while offering shade to dogs exercising on hot days. Parkscape improvements can be the difference between having an area designated for dogs, and having a fully-utilized park appealing to place and community pride.



Phase 3:

The final phase is derived from funding and park usage. The only definitive improvement for this phase is the human/dog **hybrid drinking fountain** located just north of the double gate entrance. Future improvements could come from patron demand and funding, such as the planting of additional native plants, dog agility course equipment, or sectioning off areas to account for turf management best practices. A large park sign could be included in this phase.

Associated Costs & Funding Opportunities

Items Currently Budgeted

Item	Cost	Units	Total Cost	Notes
Commercial-Grade Chain-Link Fence Enclosure and Gate System	-	-	\$9,000	Quote includes all costs, labor, materials, etc.
Metal Park Signage	\$100	3	\$300	Metal Park signs will display park rules, different designated dog areas, and advise safety, both in concern to other patrons, and to active ball field use.

Planned Park Improvements

Item	Cost	Units	Total Cost	Notes
Tree Planting	\$500	20	\$10,000	Number could depend on DPW recommendation, Airport Guidance, or Shade Tree and Parks Committee expertise.
Accessible Water Fountain with Pet Fountain Feature	\$3,000	1	\$3,000	Drinking fountains currently exist in the park, but are located near the junctions between baseball diamonds, away from dog park entrance.
Installation of Drinking Fountain	\$3,000	-	\$3,000	Cost to Public Works for connection to water main, parts, anchoring, and labor.
Mutt Mitt Dog Waste Disposal Station	\$330	2	\$660	Cost may decrease depending on current inventory.
Dog Activity Items	-	-	\$5,000	Dog Activity Items come as independent equipment, or course offerings. Equipment uses vary between play and agility. The Dog Park Committee and public input may determine the items desired during implementation phase 3.
Park Benches	Dependent on model selected	Dependent on model selected	\$10,000	Bench selection can dependent on price, quantity and conformity.
Large Park Sign	\$4,000	1	\$4,000	Sign designating park from Carpenter St.

Funding Opportunities for Planned Park Improvements:

- **Charlevoix County Parks Millage** - Fund supporting Charlevoix County park projects. Maximum award - \$10,000.
- **Public Spaces, Community Places** - A program administered by the MEDC that matches crowdfunding dollars 1:1. Maximum award - \$50,000

<i>Budgeted Total</i>	\$9,300
<i>Planned Improvement Total</i>	\$35,660
Projected Total	\$44,960

Quotation/Contract

INPUT FORM

The Fence Company of Northern Michigan

Good Fences Make Good Neighbors

PO Box 702, Boyne City, MI 49712 Toll Free: (833) 855-0100

SS/RLP/SPS

Date: 2/10/21

Proposal valid for 30 days

Bill To: Name: Charlevoix Recreation Street: City, State, Zip Telephone:	For Work at Job Site: Street: City, State, Zip: Email: Notes: Attn: Kent Knorr
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Quantity	Items	Tax	Total
	Install commercial grade fence and gate system in Charlevoix Park per print.		
	See Supplier Quotes for Materials list		

Notes:			
		Materials	\$4,316.49

15	bags Concrete \$6.00 Ea.	No Tax	\$90.00
Fasteners	Nails, screws, hinges, latches..Items not in Mtl's above	No Tax	\$50.00
Office Mtl's	Ink, paper, file covers, etc.	No Tax	\$25.00
Phone		No Tax	\$25.00
Misc.	Permits, Survey, Delivery, Mileage, ETC.	No Tax	\$100.00
Square	3.5% plus \$0.15 per transaction (must enter amount)	No Tax	
Burden	Varies. Minimum \$100 per contract.	No Tax	\$100.00
Eq. Rental	Ground Hog or Compact Loader	No Tax	\$100.00
Insurance		No Tax	\$100.00
Commission	Sales Commission \$135.00 to Salesman		\$135.00
Demo		No Tax	
L Erber		No Tax	\$50.00
Foreman	30 Hours X \$65 Includes his son	No Tax	\$1,950.00
Worker 1	30 Hours X \$20 If a new worker hired	No Tax	\$600.00

Profit		No Tax	\$1,300.00
	gas/lodging/food	No Tax	
		Grand Total	\$8,941.49
Terms:	60% Down, Balance Upon Project Completion	Deposit	\$5,364.89
Warranty	Materials Warranted by Manufacturer, Labor Warranted for One Year		

Customer Acceptance: _____ Date: _____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Ferry Avenue Boat Launch Dock Improvements

DATE: March 15, 2021

PRESENTED BY: Kent Knorr, Recreation Director and Gerard Doan, Chief of Police

BACKGROUND:

Ferry Beach Boat Launch skid piers need to all be replaced as they have reached the end of their life expectancy.

There are four skid piers at Ferry Beach. One of those is 4' x 35', two are 4' x 60' and one is 4' x 90'.

All skid piers would be fitted with new legs. Specifications for each pier would meet MDNR design criteria, and include painted frames, longitudinal tubes and installation.

By adopting the attached resolution, we will be applying for a Michigan Waterways Program Grant with a required match of \$37,375. The total project is estimated to cost \$74,750.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve Resolution 2021-03-02 to authorize the City Manager to file the Grant Application with the Michigan Department of Natural Resources Waterways Commission and direct the City Manager to modify the 2021 Capital Improvement Plan accordingly.

ATTACHMENTS:

- ▣ Resolution 2021-03-02
- ▣ Proposal Ferry Beach Skid Piers

**CITY OF CHARLEVOIX
RESOLUTION NO. 2021-03-02**

MICHIGAN DEPARTMENT OF NATURAL RESOURCES WATERWAYS COMMISSION PROGRAM GRANT APPLICATION

WHEREAS, the City of Charlevoix supports the submission of an application titled "Ferry Beach Boat Launch and Skid Pier Improvements" to the Waterways Program Grant for site improvements at Ferry Beach; and

WHEREAS, the City of Charlevoix is committed to maintaining and improving public access to bodies of water including Round Lake, Lake Charlevoix, and Lake Michigan; and

WHEREAS, the proposed application is supported by the City of Charlevoix Recreation Master Plan; and

WHEREAS, the City of Charlevoix is hereby making a financial commitment to the project in the amount of \$37,375 matching funds, in cash and/or force account.

NOW THEREFORE BE IT RESOLVED, the City of Charlevoix City Council authorizes submission of a Waterways Program Grant application for \$74,750; and

BE IT FURTHER RESOLVED, the City of Charlevoix will make available its financial obligation amount of \$37,375 (50%) of the total \$74,750 project during the 2021-2022 fiscal year.

RESOLVED this 15th day of March, 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:



Flotation Docking Systems, Inc.

December 8, 2020

Gerard Doan
City of Charlevoix
210 State St.
Charlevoix, MI 49720
(231) 547-3258
gerardd@charlevoixmi.gov

Re: Charlevoix Skid Piers

Greetings Gerard,

Per your request and our subsequent conversation, this document provides updated pricing to our 2017 estimate to replace all four skid piers at your Ferry Beach facility. Although the proposed scope of work remains virtually identical, I feel it's appropriate to highlight two items that have a somewhat considerable impact on pricing.

First, we previously assumed all skid pier leg assemblies would be salvaged and incorporated into replacement frames. However, given your comments of increased deterioration since my 2017 inspection, each pier now includes new legs. Second, pricing is currently burdened by elevated steel costs, accounting for roughly 10% of each unit's total price. As a result, we should reevaluate material expense if / when authorized to proceed and adjust pricing accordingly. With this in mind, please consider the following:

Delivery:

- Transport & offloading are included; installation is accounted for within each skid pier below.
- Delivery expense is provided on a "per load" basis, which covers a single skid pier. Please note we *may* be able to accommodate two piers per load, depending on order quantity.
- Delivery price: **\$700.00 each**

Mobilization:

- Round-trip travel to Charlevoix for necessary crew and equipment.
- Mobilization is provided on a "per trip" basis, which can encompass anywhere from one to all four skid piers proposed for replacement.
- Mobilization price: **\$850.00 each**

4' x 35' Skid Pier:

- Steel-framed skid pier adhering to standard MDNR specifications.
- All exposed steel would be painted black (or desired color) with rust-inhibiting product.
- Installation is included.
- 4' x 35' Skid pier price: **\$10,100.00**

P.O. BOX 178 ~ 160 HODECK STREET ~ CEDARVILLE, MICHIGAN 49719-0178
ph. 906-484-3422 ~ fx. 906-484-2335 ~ cody@flotationdocking.com
www.flotationdocking.com

4' x 60' Skid Pier:

- Specifications for MDNR design criteria, painted frames, and installation shall match above.
- Longitudinal steel tubes must be upsized due to span of skid section.
- 4' x 60' Skid pier price: **\$17,800.00 each**

4' x 90' Skid Pier:

- Specifications for MDNR design criteria, painted frames, upsized longitudinal tubes, and installation shall match above.
- Skid portion of this unit shall be composed of one each, 40' and 30' section.
- 30' Skid section would utilize existing H-piles for additional stabilization.
- 4' x 90' Skid pier price: **\$27,500.00**

Note 1: Stamped drawings and bonding are currently excluded, but may be added for additional expense if desired.

Note 2: All skid piers would utilize a different design format than your existing units. A sample drawing is attached for your reference (dimensions differ).

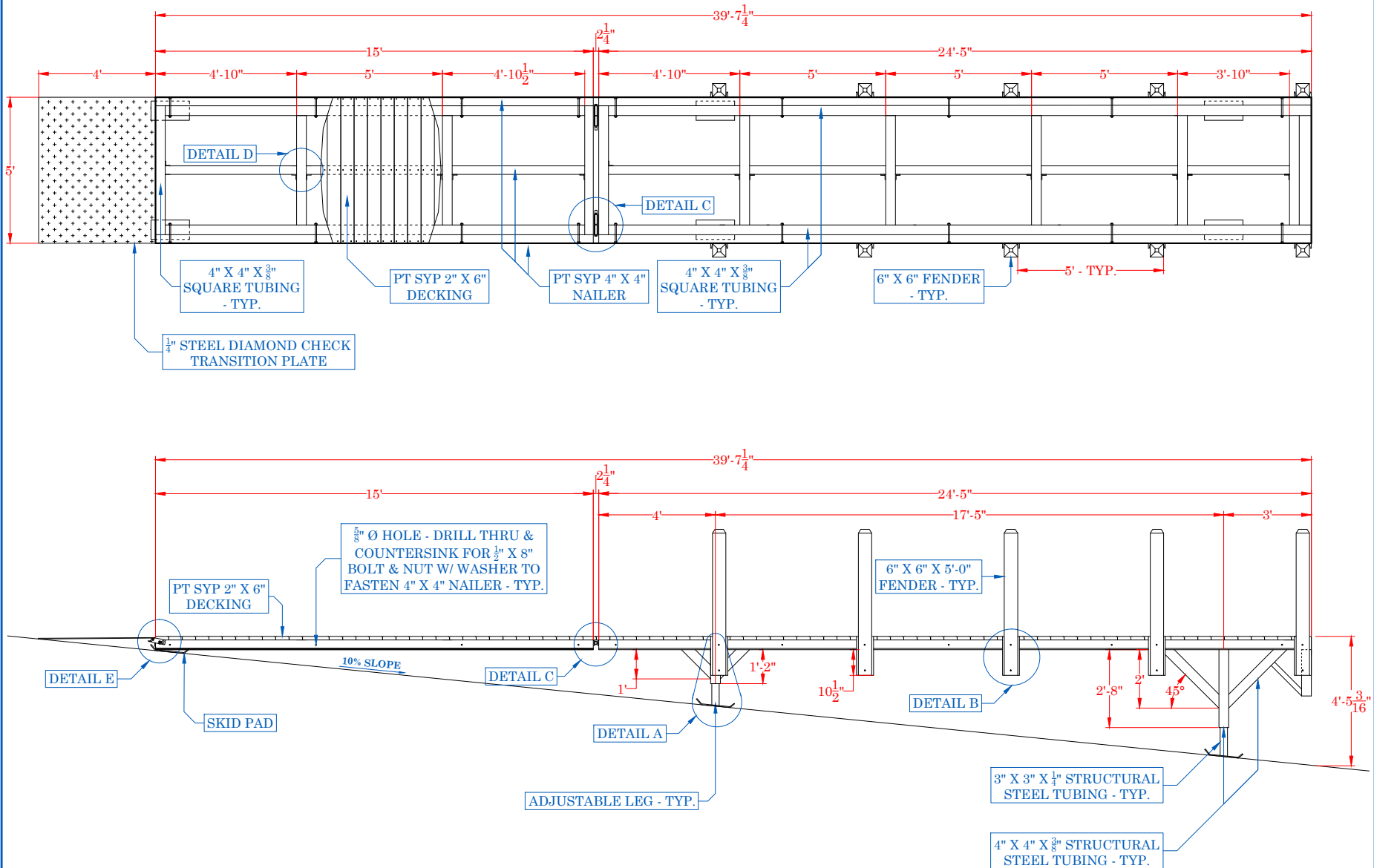
Note 3: As with our 2017 estimate, pricing assumes disposal of existing piers would be handled by The City, and is therefore not accounted for in any pricing.

Please let me know if you have any thoughts or questions following your review of the above. Although our spring schedule is always extremely compacted, this project's relatively simple installation bodes well for an early-season completion date. Thank you for your consideration of FDS, Gerard; I look forward to hearing back at your convenience.

Best regards,

Cody Carmichael
Cody Carmichael

Cc: Joni Burger – FDS
Jeff Cason – FDS



SAMPLE DRAWING

NOT FOR CIRCULATION



FLOTATION DOCKING SYSTEMS
 PO BOX 178
 160 HODECK ST.
 CEDARVILLE, MI 49719
 (906) 484-3422
 WWW.FLOTATIONDOCKING.COM

SHEET TITLE:

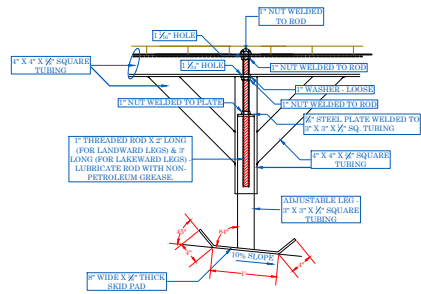
SAMPLE SKID PIER

DATE: 9/14/17

SCALE: NTS

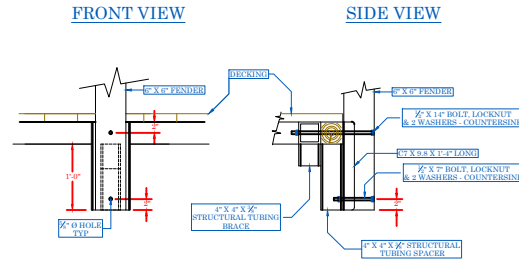
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REVISIONS:



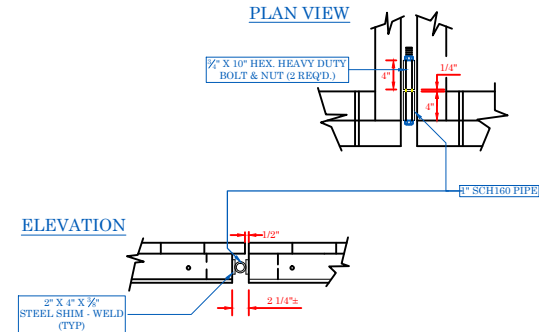
FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

ADJUSTABLE LEG ASSEMBLY
DETAIL A



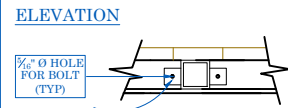
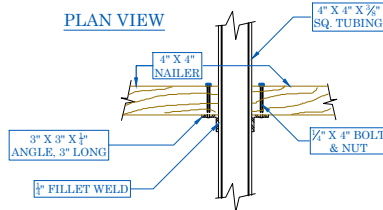
FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

FENDER ATTACHMENT
DETAIL B



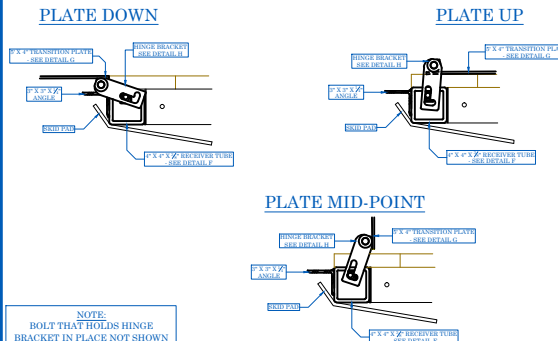
FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

MAIN HINGE ASSEMBLY
DETAIL C



FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

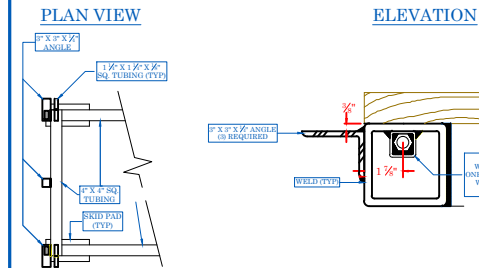
STRINGER ATTACHMENT
DETAIL D



NOTE:
BOLT THAT HOLDS HINGE
BRACKET IN PLACE NOT SHOWN

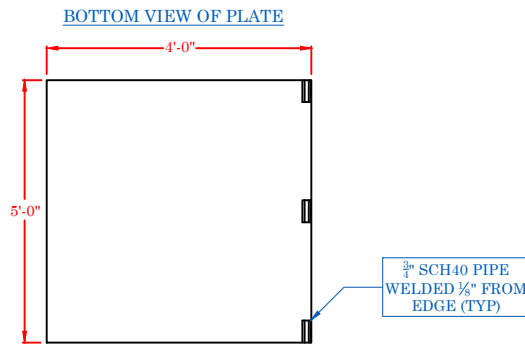
FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

TRANSITION PLATE HINGE
DETAIL E



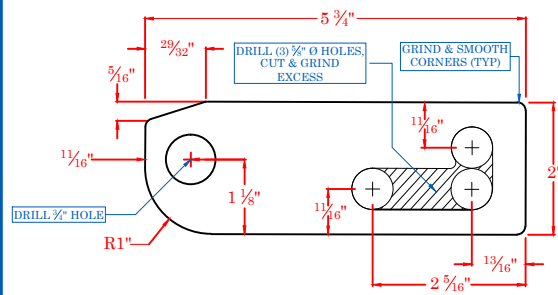
FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

TRANSITION PLATE RECEIVER
DETAIL F



FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

TRANSITION PLATE
DETAIL G



FLOTATION DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN

HINGE BRACKET
DETAIL H

SAMPLE DRAWING

NOT FOR CIRCULATION



FLOTATION DOCKING SYSTEMS
PO BOX 178
160 HODECK ST.
CEDARVILLE, MI 49719
(906) 484-3422
WWW.FLOTATIONDOCKING.COM

SHEET TITLE:

SAMPLE SKID PIER
DETAILS

DATE: 9/14/17

SCALE: NTS

DRAFTED BY: CDC

REVISIONS:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Ferry Beach Kayak Launch

DATE: March 15, 2021

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

On July 20, 2020, City Council approved Edgewater Resources to begin final design, engineering, and permitting for an Accessible Kayak Launch at Ferry Beach.

At this time, all design work and permitting has been completed. We are happy to bring to Council the final design work and quote for a Kayak Launch and its installation. This quote total is \$50,784. The final design is slightly improved from original concept designs. The new design includes a 24 foot long gangway. This longer gangway will allow accessibility during the current high water and "normal" levels. During those conditions, the dock will be ADA compliant.

Leadership Charlevoix previously raised \$25,000 for this project. The City will be paying the difference.

This project, which was prioritized in the current Recreation Master Plan has been in process for two years now. The delay last summer to begin design and install due to Covid-19 will be realized with this installation. This project aligns with our Master Plan goal to "provide and maintain multi-generational opportunities and activities for people of all abilities, both mentally and physically, within the community."

RECOMMENDATION:

Motion to approve the quote from EZ Dock to construct and install the EZ Dock Kayak Launch at Ferry Beach for an amount not to exceed \$50,784 and authorize the City Manager sign acceptance of this quote.

ATTACHMENTS:

- ▣ EZ Dock Quote
- ▣ Ferry Beach Kayak Launch Design Memo
- ▣ Ferry Beach Design Draft

EZ Dock OIM

1382 E Caro Rd
Caro, MI 48273



Quote

Date	Quote #
2/17/2021	25

Name / Address
B & L Shoreline Services

Ship To
City of Charlevoix Kent Knorr 210 State Street Charlevoix, MI 49720

		P.O. No.	Terms
Item	Description	Qty	Total
DRAWING	Drawing Charlevoix Option 2 EZ.Charlevoix.Launch 02-17-21		0.00
SITE LOCATION	Site Location: Ferry Beach Park		0.00
208010	DOCK 80" x 10' +10 pkt fillers	4	8,424.00T
GL-GCS-5	5' GANGWAY COMPOSITE SKID	1	102.00T
GL-6024-HD	5'x24' HD GWAY W/ SUNWALK W/RAILS	1	5,526.00T
GL-60-TP-ADA	5' ALUM TRANSITION PLATE ADA	1	1,186.00T
Special GLL	8' x 12' Platform/Landing - POE Aluminum Frame Deck with SunWalk Decking	1	2,204.00T
Special GLL	Pier to Platform Bracket - Includes (1) 12' Quick-Tach and (5) 6" Mating Pieces	1	440.00T
Special GLL	Aluminum Railing - 12' Platform Heavy Duty POE Railing + 8' Platform Heavy Duty Railing	1	940.00T
GL-60X5-WP	5' x 5' ALUMINUM WEAR PLATE	1	694.00T
124035	3-1/2" OD x 24' GALV PIPE 8GA	2	902.00T
100036	GALV PIPECAP FOR 3.5" PIPE	2	22.00T
100800	ADJUSTABLE PILING BRACKET	2	438.00T
100806	6" I.D.HOOPS FOR 100800 (PAIR)	2	238.00T
GL-80-FHD	5' HD GWAY TO FLT HNG 80" 4PKT	1	709.00T
GL-FPB-5	BRKT, FLOAT POD TO 5' GANGWAY	2	408.00T
208110	SUPPLEMENTAL FLOAT POD 200LBS	8	1,536.00T
200900	RES KYK LAUNCH POLY 168" X 60"	1	1,751.00T
GL-200683	KIT, 200900 HANDRAIL 3' 1 PR.	2	840.00T
50089002	GEN 2 ADA TRANS SYSw/RAIL&SIGN (2) S50890 EZ LAUNCH SIGN, ACCESSIBLE TRANSFER SYSTEM	1	5,141.00T
301100	1 COUPLER SET, COMPLETE	26	1,456.00T
35116	BROWN PLASTIC CURB 2.5"x3.5"x116"	6	630.00T
We look forward to working with you.		Total	

EZ Dock OIM

1382 E Caro Rd
Caro, MI 48273



Quote

Date	Quote #
2/17/2021	25

Name / Address
B & L Shoreline Services

Ship To
City of Charlevoix Kent Knorr 210 State Street Charlevoix, MI 49720

		P.O. No.	Terms
Item	Description	Qty	Total
80530SS	3" FLATHEAD SCREWS FOR CURB	36	41.40T
900005	DRIVE TOOL 15/16" SOCKET ADPTR	2	4.00T
9000010SS	IN-WATER INSTALLATION TOOL SS	1	82.00T
Special GLL	Custom anchoring brackets - (2) Slide brackets to attach EZ Dock to H-beams and existing pier	1	870.00T
Authorized Installer	Initial installation to be handled by an authorized EZ Launch installer.		0.00
Installation	Installation by Waters Edge Dock and Hoist, Inc.	1	7,200.00
Installation	Labor to drive (2) 4" pilings (non-telescoping). Price includes cost of 24' black steel pilings (non-telescoping) driven to a point of extreme resistance.	1	3,900.00
Installation	Labor to drive (2) W8 x 28 beams. Price includes cost of (2) 15' black steel "I" beams driven to a point of extreme resistance and welded to steel angle on the pier.	1	4,600.00
Attention	Installation subject to change upon installer's site visit and/or receipt of additional information.		0.00
Permits/Approvals	Owner to provide all required approvals and permits at no cost to EZ Dock OIM or EZ Dock Dealers/Installers.		0.00
Lead Times	Allow 30 days lead time from receipt of purchase order during August through February. Allow 60-90 days minimum lead time from receipt of purchase order during March through July due to peak seasonal manufacturing schedules.		0.00
We look forward to working with you.		Total	

EZ Dock OIM

1382 E Caro Rd
Caro, MI 48273



Quote

Date	Quote #
2/17/2021	25

Name / Address
B & L Shoreline Services

Ship To
City of Charlevoix Kent Knorr 210 State Street Charlevoix, MI 49720

		P.O. No.	Terms
Item	Description	Qty	Total
Deposit	50% deposit of product total required at purchase order.		0.00
	Balance of product total due at time of delivery.		
Shipping/Delivery C...	Shipping/Delivery from Caro, MI	1	500.00
Pricing	Pricing good for 45 days.		0.00
	Sales Tax Exempt		0.00
We look forward to working with you.		Total	\$50,784.40

**MADE IN
USA**

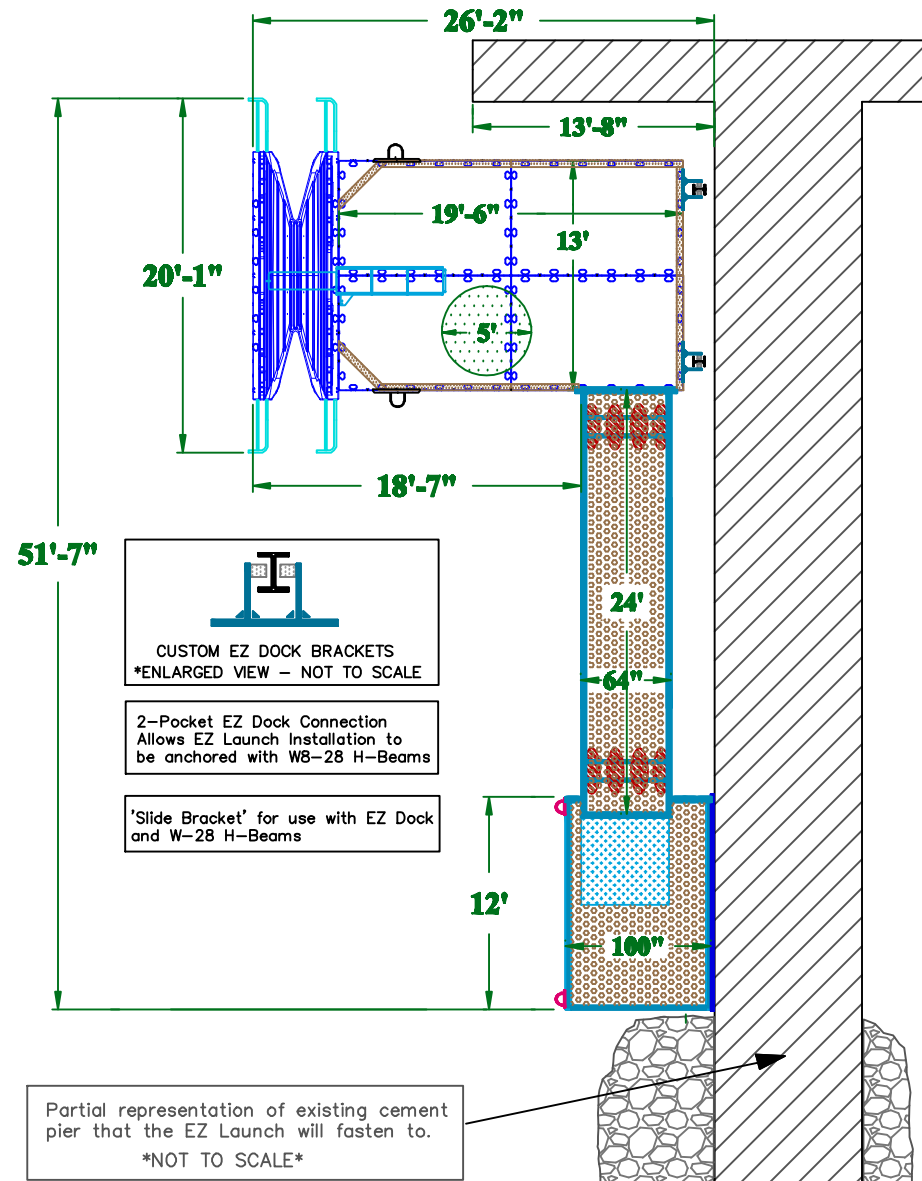
Gangway drawn without hand railings to
more clearly depict installation details
Gangway comes with hand railings

This drawing has been provided to illustrate
general dimensions, placement and orientation
details only. Refer to manufacturer's published
specifications for additional information.

Dock Live Load of 62.5 lbs / sqft

4	80" x 10' DOCK SECTION	208010
1	GANGWAY SKID PLATE	GL-GCS-5
1	5' x 24' GANGWAY W/RAILINGS	GL-6024-HD
1	5' x 5' ADA TRANSITION PLATE	GL.60.TP.ADA
1	8' x 12' PLATFORM (LANDING)	SPECIAL
1	PLATFORM TO PIER - BRACKET	SPECIAL
1	WEAR PLATE 5x5 ALUMINUM	GL-60x5-WP
2	3.5"x24' GALV. PIPE (PLATFORM)	124035
2	ADJUSTABLE PILING BRACKET	100800
2	6" I.D. HOOPS FOR 100800	100806
2	GALV. PIPE CAP 3.5"	100036
1	GANGWAY TO FLOAT HINGE 4-PKT	GL-80-FHD
2	FLOAT POD BRACKET - GANGWAY	GL-FPB-5
8	FLOAT PODS	208110
1	ROTARY MOLDED KAYAK LAUNCH	200900
2	HAND RAIL KIT EZ LAUNCH	GL-200683
1	GENERATION 2 BENCH W/RAIL	50089002
26	COUPLER KIT W/HARDWARE	301100
6	SECURITY CURBING	35116
36	CURBING SCREWS	80530SS
2	COUPLER SOCKET ADAPTER 15/16"	900005
1	IN-WATER INSTALLATION TOOL	9000010SS
1	12' QUICK-TACH (DECK)	SPECIAL
2	CUSTOM ANCHOR BRACKET	SPECIAL
Qty	Description	Part No.

Bill of Materials



Charlevoix Opt.2 EZ - Launch

PREPARED FOR
EZ Dock - OIM

DRAWING NUMBER
EZ.Charlevoix.H.beam

DRAWN BY
GDS

EZ Dock OIM

**1382 E. CARO ROAD
CARO, MI 48723**

TOLL FREE NO. **(800) 252 4448**
PHONE NO. **(989) 673-2109**
FAX NO. **(989) 673-8844**



Regular Meeting - March 15, 2021 - Page 202 of 235

Basis of Design

Date: December 18, 2020
To: Kent Knorr
From: Edgewater Resources, LLC
Subject: Ferry Beach Kayak Launch

Distribution:

The Lake Michigan water level fluctuations along with upstream flows dictate the water level of Lake Charlevoix. The lowest recorded Lake Michigan water level is 576.5'. 'Normal' Lake Michigan water levels fluctuate between 578.5' – 579.5'. When the Lake Michigan levels revert to a 'normal' range or the lower condition, the gangway slope will exceed the maximum 1:12 slope (8.33%), therefore, it will not be ADA compliant.

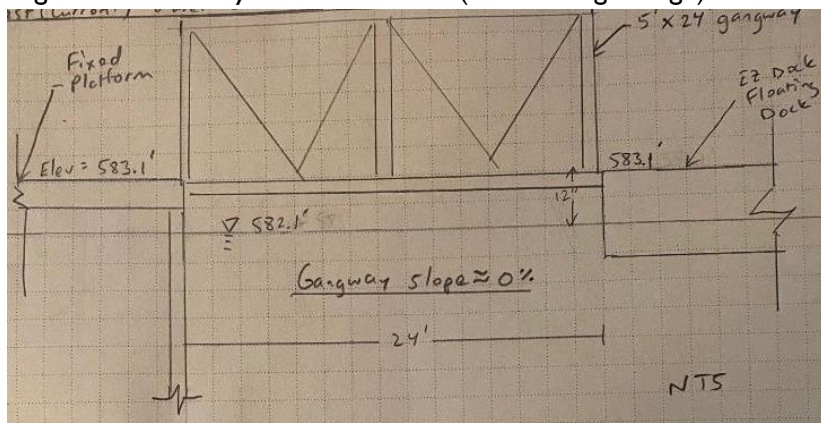
Furthermore, Section 1003.2.1 of the 2010 ADA Guidelines states that: *Accessible routes serving boat slips shall be permitted to use exceptions in 1003.2.1:*

4. *Where facilities contain fewer than 25 boat slips and the total length of the gangway or series of gangways serving as part of a required accessible route is 30' minimum, gangways shall not be required to comply with 405.2 (typical gangway requirements).*

In summary, the Ferry Beach Park Kayak Launch would be accessible if a 30' long gangway was part of the system, however, the limited footprint at the Park will not allow for this length of gangway. Based upon the existing riprap located along the pier and the pier t-head, a 24' long gangway will comfortably fit within the allotted footprint.

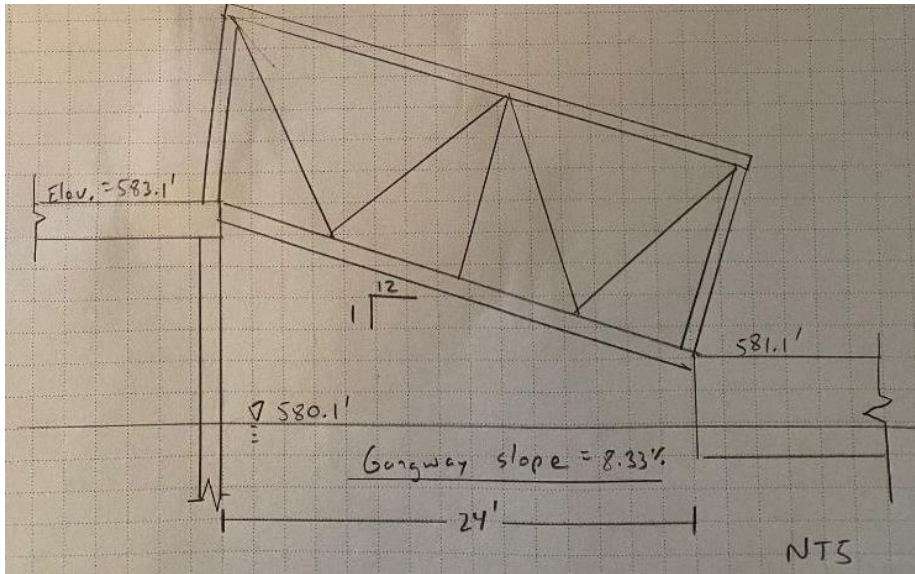
Therefore, the proposed 24' long gangway will be ADA accessible under the following water level conditions:

- I. High Water= Today: 582.1' or 582.4' (Lake Michigan High)





2. Low Water= 580.1'



FERRY BEACH PARK

SEASONAL ADA KAYAK LAUNCH

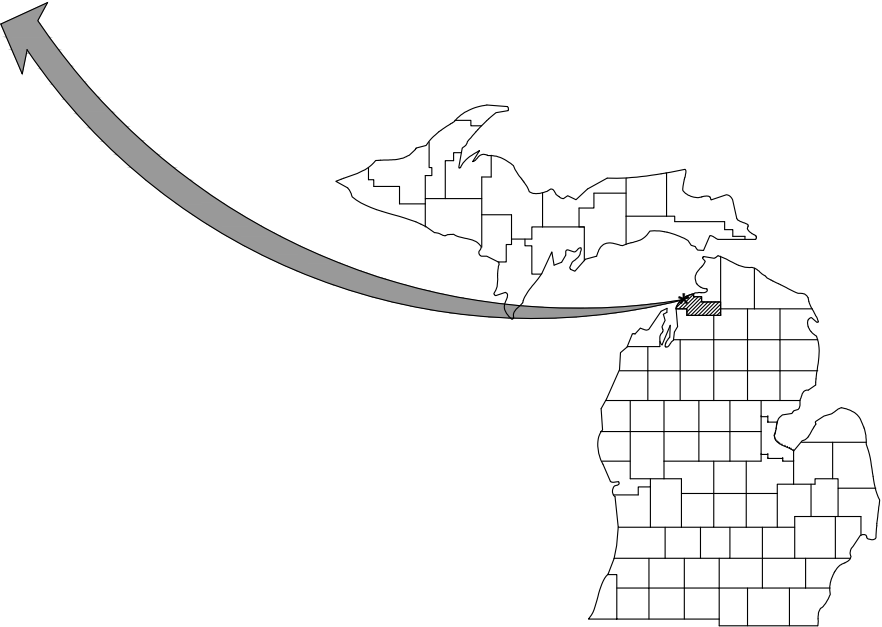
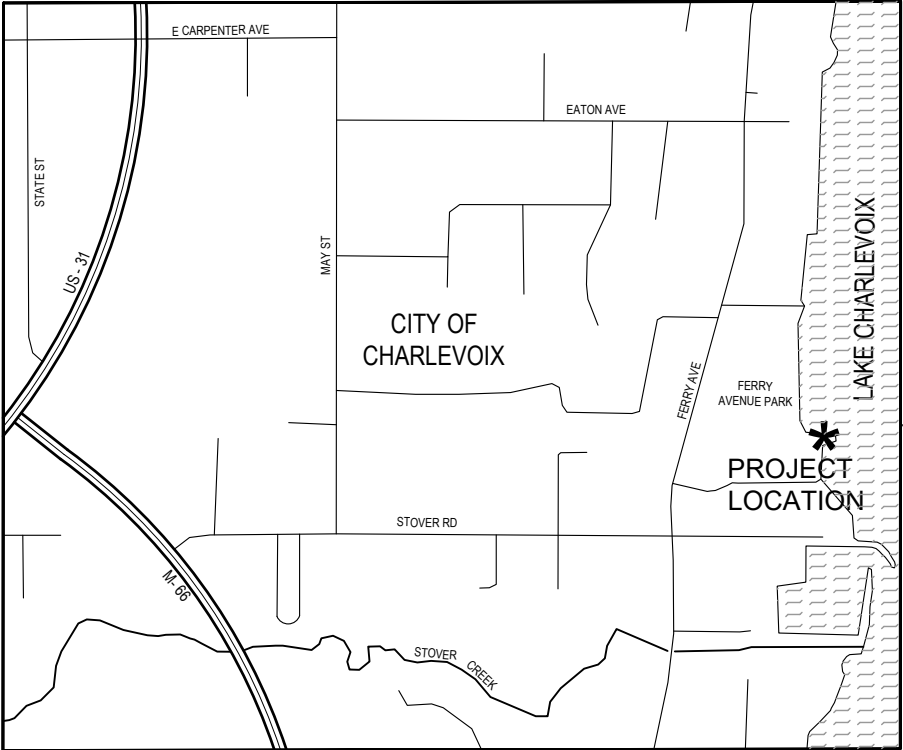
224 FERRY AVENUE
CHARLEVOIX, MI 49720

PERMIT INFORMATION			
AGENCY	PERMIT NO	DATE AUTHORIZED	EXPIRATION DATE
EGL	PENDING		
USACE	PENDING		
SESC- CHARLEVOIX COUNTY			

DESIGN-BUILD SET GUIDING DOCUMENTS

Sheet List Table	
Sheet Number	Sheet Title
G-1.00	COVER SHEET
CM-2.01	SITE PLAN
CM-5.01	DETAILS

FINAL COMPLETION: MAY 28, 2021



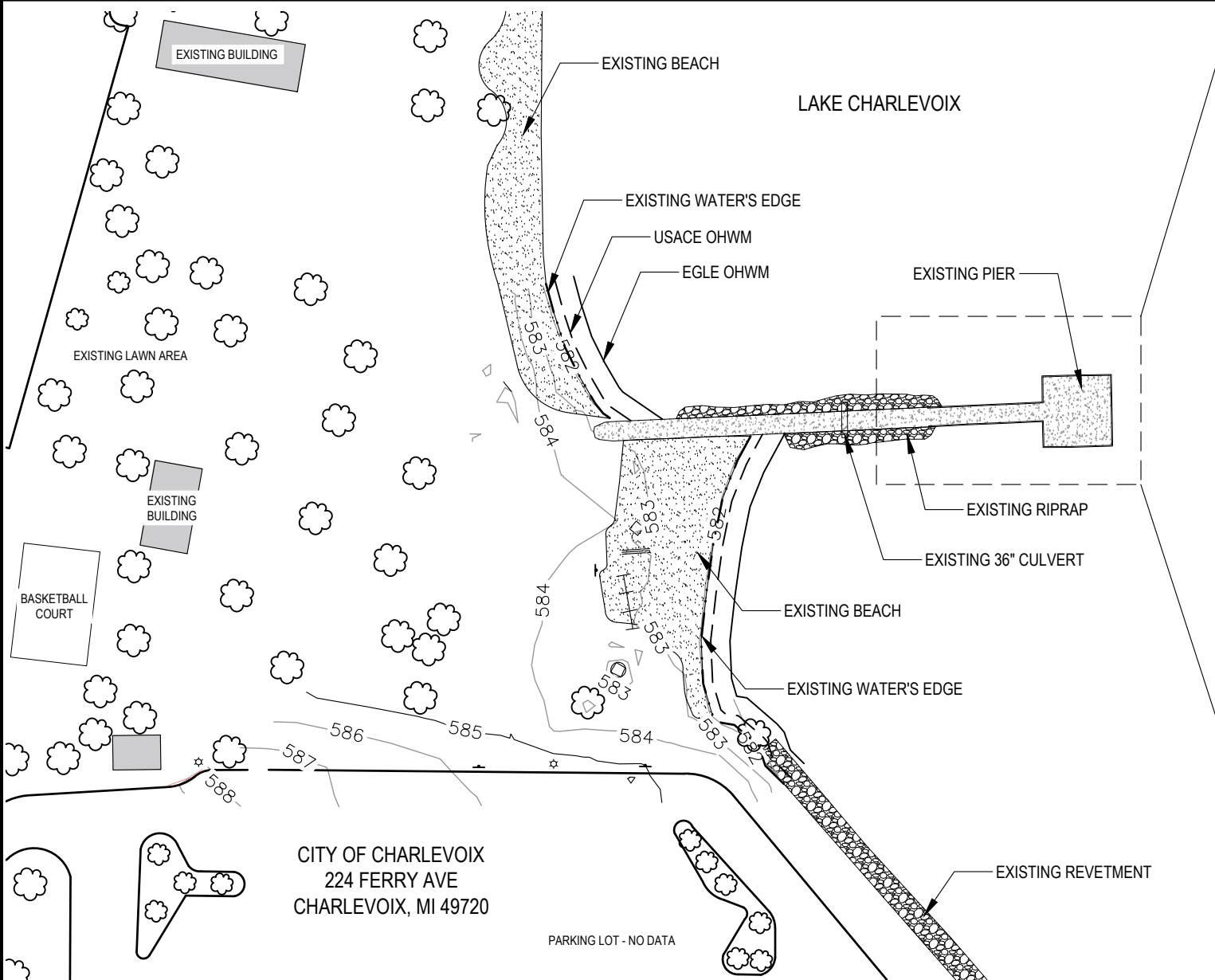
CITY OF CHARLEVOIX
RECREATION DEPARTMENT

CONTACT:
KENT J. KNORR - RECREATION DIRECTOR
KENTK@CHARLEVOIXMI.GOV

EDGEWATER RESOURCES, LLC
518 BROAD ST.
ST. JOSEPH, MI 49085

CONTACT:
LINDSEY MATHUS, P.E., PROJECT MANAGER
(734) 625-1839

ALLEGAN COUNTY, MICHIGAN

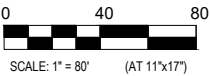


CITY OF CHARLEVOIX
224 FERRY AVE
CHARLEVOIX, MI 49720

PARKING LOT - NO DATA

GENERAL NOTES:

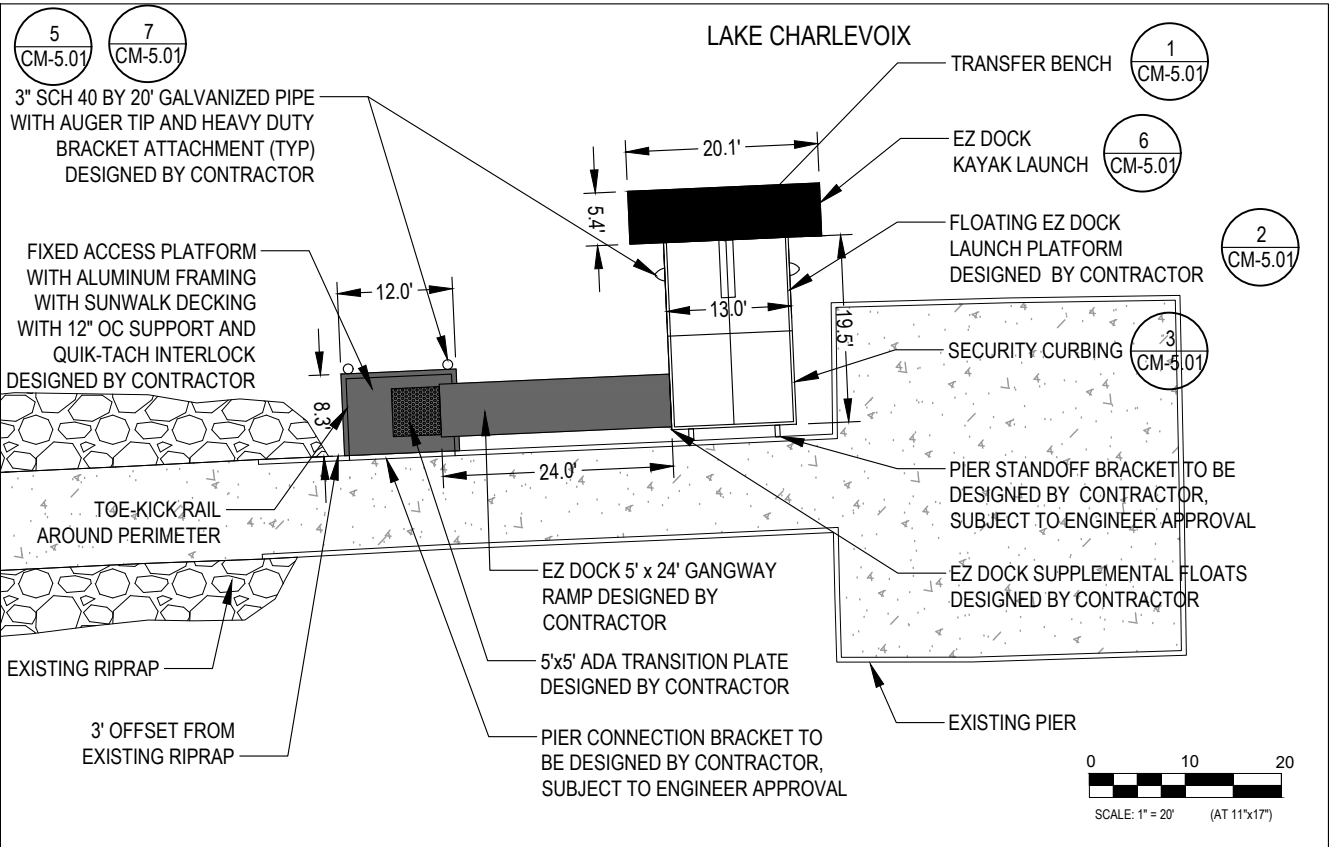
1. LWD: 577.5' IGLD 85
WATER LEVEL: 582.00' +/- (8/25/20)
LAND CONTOURS FROM SURVEY PERFORMED ON 8/25/20
HORIZONTAL DATUM IS NAD 83, MSPCS, CENTRAL ZONE, INT. FT
VERTICAL DATUM IS IGLD '85
2. PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND ARE INTENDED FOR GENERAL INFORMATION ONLY. BASE MAP IS INTENDED FOR GENERAL REFERENCE ONLY.
3. CONTRACTOR RESPONSIBLE FOR COMPLIANCE WITH ALL USACE, EGLE, AND SESC PERMITS. CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL PERMIT REQUIREMENTS. CONTRACTOR RESPONSIBLE FOR SECURING ANY REQUIRED LOCAL PERMITS.
4. CONTRACTOR RESPONSIBLE FOR VERIFYING FIELD CONDITIONS AND ESTIMATING IN PLACE QUANTITIES.
5. CONTRACTOR TO PROTECT ALL EXISTING STRUCTURES/ELEMENTS/GRADES NOT SCHEDULED FOR REMOVAL OR RECONSTRUCTION. CONTRACTOR RESPONSIBLE FOR REPAIR/REPLACEMENT OF ANY DAMAGED ITEMS TO OWNERS SATISFACTION AT NO ADDITIONAL COST TO OWNER.
6. CONTRACTOR TO FURNISH AND MAINTAIN ADEQUATE SAFETY DEVICES INCLUDING CONSTRUCTION FENCING AND BARRICADES AS NEEDED TO SEPARATE PEDESTRIANS AND TRAFFIC FROM CONSTRUCTION OPERATIONS. CONTRACTOR TO MODIFY SAFETY DEVICES AS NEEDED.



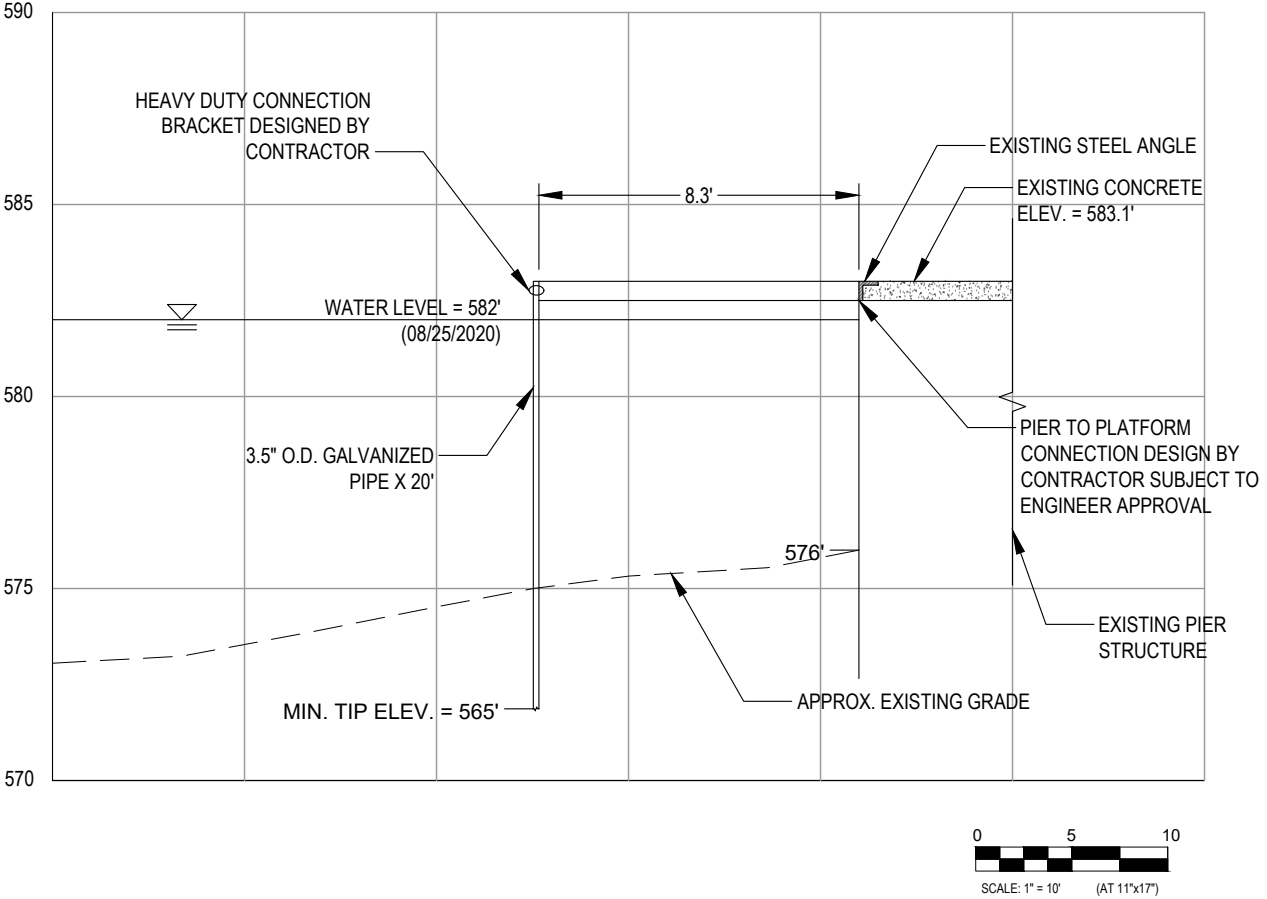
PROJECT NOTES:

1. CONTRACTOR RESPONSIBLE FOR DESIGN OF ALL ELEMENTS SHOWN ABOVE. ENGINEER TO REVIEW SHOP DRAWINGS.
2. 24' LONG GANGWAY RAMP SHOWN WILL ONLY MEET ADA REQUIREMENTS (1V:12H MAX SLOPE) AT LAKE CHARLEVOIX WATER LEVELS RANGING FROM 582.5' (LWD +5') - 580.1' (LWD +2.6'), WHICH IS BASED UPON EZ DOCK FREEBOARD HEIGHT OF 12".
3. GEOTECHNICAL INVESTIGATION WAS NOT PERFORMED, THEREFORE, UNKNOWN SOIL CONDITIONS MAY LEAD TO ADDITIONAL ANCHORAGE REQUIREMENTS DURING THE INSTALLATION PROCESS.
4. WIND & WAVE STUDY WAS NOT PERFORMED AS PART OF THIS SCOPE OF WORK
5. ENTIRE KAYAK LAUNCH SYSTEM (INCLUDING FIXED DOCK) MUST BE REMOVED SEASONALLY TO AVOID ICE & WAVE DAMAGE

PROPOSED SITE PLAN INSET



PLATFORM SECTION VIEW



DATE	REVISION

ISSUED FOR:
DESIGN-BUILD SET

DATE:	12/18/2020	
PROJ NO.:	20-096	



DESIGNED BY:	LM
DRAWN BY:	NR
REVIEWED BY:	CH

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WRITTEN CONSENT IS PROHIBITED.
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SHEET NUMBER:

CM-2.01



FERRY BEACH PARK

SEASONAL ADA KAYAK LAUNCH
CHARLEVOIX, MICHIGAN

SHEET TITLE:

DETAILS

[illegible]

ISSUED FOR:
DESIGN-BUILD SET

DATE:	12/18/2020
PROJ NO.:	20-096



NORTH

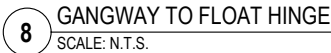
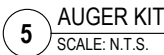
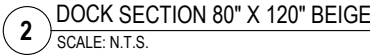
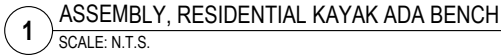


DESIGNED BY:	LM
DRAWN BY:	NR
REVIEWED BY:	CH

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WRITTEN CONSENT IS PROHIBITED.
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SHEET NUMBER:

CM-5.01



CONTRACTOR RESPONSIBLE FOR DESIGN OF PROJECT ELEMENTS.
CONTRACTOR TO SUBMIT SHOP DRAWINGS AND CUT SHEETS FOR
ENGINEER'S REVIEW AND APPROVAL.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Northside Trail Development Engineering Agreement

DATE: March 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

As Council has discussed and approved, a non-motorized trail is being planned for the northside of town to connect the Little Traverse Wheelway at Waller Road to Division Street. This would fill the missing link between the end of the Wheelway to a sidewalk network connecting to downtown Charlevoix.

Nearly all easements have been secured for this land at no cost to the City. This proposal from OHM Advisors would do final engineering design and prepare the project for grant funding and construction bidding.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve the proposal from OHM Advisors for the engineering of the Northside Trail in the amount of \$65,000 and authorize the City Manager to sign the agreement.

ATTACHMENTS:

- ▣ OHM Trail Engineering Proposal



January 9, 2021

Mr. Mark Heydlauff
City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Proposal for Design Engineering Services
Little Traverse Wheelway – Charlevoix Connector Trail

Dear Mr. Heydlauff:

The Little Traverse Wheelway (LTW) plays a vital role in providing recreational opportunities and connecting people and destinations within multiple communities in Northern Michigan. The LTW – Charlevoix Connector Trail will further extend this popular trail and create a safe, reliable connection to the City of Charlevoix. OHM Advisors (OHM) is pleased to submit this proposal for design engineering services for the LTW – Charlevoix Connector Trail project.

Project Understanding

Our project understanding is based on the conceptual design and property easement work previously completed by OHM. We understand that the City of Charlevoix (CLIENT) intends to construct an approximately 1.9-mile non-motorized trail to extend the LTW trail into the City of Charlevoix. During the conceptual design phase OHM worked with the City of Charlevoix, Top of Michigan Trails Council, and local property owners to establish the proposed trail alignment and secure the necessary property easements. The trail is proposed to begin at Division Avenue just east of Carson Avenue, continue to the north and east, and ultimately connect to the existing LTW trail near the intersection of US-31 and Waller Road. The trail will be constructed of HMA pavement aside from one section of boardwalk through the wetlands along Waller Road.

This project will be funded in part by Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) grant funds. MDOT TAP grant funding requires the design and construction to meet certain state and federal criteria. OHM will design the project to meet the applicable federal, state, and local standards and requirements. One of the requirements of MDOT funding is to bid and construct the project through the MDOT Local Agency Programs process. OHM will produce the required bidding and construction documents required for this process.

OHM Advisors®

300 EAST MITCHELL STREET SUITE 2
PETOSKEY MICHIGAN 49770

T 231.344.1150

OHM-Advisors.com



Scope of Services

OHM's work will include design engineering services for this project, following the MDOT Local Agency Project design process. OHM's scope of work will include the following tasks.

Fieldwork

- ▶ Perform topographic survey along the entire length of the proposed trail.
- ▶ Perform geotechnical soil borings and geotechnical design for the proposed boardwalk (this will be performed by a subconsultant to OHM).

Design

- ▶ Develop an existing conditions base plan from the topographic survey to be utilized for design.
- ▶ Design the path horizontal and vertical alignments.
- ▶ Design drainage and stormwater control measures.
- ▶ Design trail pavement structure, typical sections, boardwalk, and site details.
- ▶ Design roadway and driveway intersection crossings.
- ▶ Design trail to be ADA compliant.
- ▶ Design signage along trail and at intersections.
- ▶ Prepare and submit MDOT Programming Application (form 0260) and Local Agency Environmental Clearance (form 5323) forms.
- ▶ Prepare and submit State Historic Preservation Office (SHPO) application for Section 106 review (this will be performed by a subconsultant to OHM).
- ▶ Prepare and submit EGGLE wetland permit application (for boardwalk and potential wetland impacts).
- ▶ Develop trail construction documents, special provisions, and construction cost estimate.
- ▶ Prepare and submit MDOT grade inspection (GI) package and attend virtual GI meeting with MDOT.
- ▶ Revise trail design, special provisions, and construction cost estimate as agreed to at GI meeting.
- ▶ Prepare and submit final design package to MDOT for advertisement and bid letting.
- ▶ Provide assisting during bidding including answer contractor questions and preparing addendums, if required.

Assumptions & Clarifications

This Scope of Services was prepared based on the following assumptions. Should additional efforts or services be required beyond described herein, OHM will negotiate an amendment with the Client. OHM will not proceed with additional services without written authorization from the Client.

- ▶ Technical specifications will follow the MDOT 2020 Standard Specifications for Construction.
- ▶ No wetland mitigation will be required.
- ▶ The boardwalk will consist of a timber structure on a helical pile foundation.
- ▶ The final trail alignment will follow the alignment developed during conceptual design, with only minor adjustments made based on the topographic survey.
- ▶ Threatened and endangered species will not be encountered within the project area.
- ▶ Construction engineering services are not included in this proposal. Should OHM be requested to perform construction engineering services, a separate Project Proposal with scope of services and fee estimate will be provided.



MDOT TAP Grant Assistance (Optional)

MDOT TAP Grant Assistance is included as an optional service in this proposal. The MDOT TAP grant application will require several items, such as plans and cost estimates, that will already be developed throughout the Design phase of this project. However, there are several other requirements in addition to the items that are not included in the Design scope of services. These include, but are not limited to, application narratives, facilitating public meetings, and public engagement. OHM can perform the following tasks related to assisting with the MDOT TAP grant application, if desired.

- ▼ MDOT TAP grant application narrative. With the City's input, OHM will assist in completing the narrative portions of the application.
- ▼ Prepare funding strategy breakdown.
- ▼ Assist in facilitating and attend one public meeting, as required by the TAP grant.

Additional Services

Any services not included in the Scope of Services provided in this proposal would be considered additional services. If additional services are requested, OHM will provide an amended Scope of Services and Fee Estimate for your approval prior to commencing the additional work.

Schedule

It is our understanding that the City intends to construct the trail in 2022. OHM expects to begin work promptly upon signature of this proposal and authorization to proceed. Design Engineering Services are anticipated to be completed and final deliverables submitted to MDOT by January 2022 to facilitate 2022 construction.

Compensation

OHM will be compensated based on our current standard hourly rates. The total contract amount shall not exceed the approved amount without written authorization by the Client.

- | | |
|---|----------|
| ▼ Option 1: Fieldwork & Design | \$60,500 |
| ▼ Option 2: Fieldwork, Design & MDOT TAP Grant Assistance | \$65,000 |

Approval and Acceptance

This document, including all Attachments constitutes the entire Agreement between the City of Charlevoix and OHM Advisors and shall not be amended, altered, or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Scope of Services is effective upon City of Charlevoix signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

Thank you for the opportunity to be of service and we look forward to working with you on this project.



OHM Advisors

Ben J. Gowell, PE
Principal

January 09, 2021
Date

OHM Advisors

Chris R. Powell, PE
Project Manager

January 09, 2021
Date

CITY OF CHARLEVOIX
Professional Services Proposal for
Little Traverse Wheelway – Charlevoix Connector Trail

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Option Approved: Option 1 _____

Option 2 _____

Attachments: Standard Terms and Conditions

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall at no cost to OHM ADVISORS:
 - a. Provide access to the work site to allow timely performance of the work.
 - b. Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **DOCUMENTS OF SERVICE.** The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after

giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be

present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Mayoral Appointments

DATE: March 15, 2021

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

Jennifer Muladore and Mary Millington have requested reappointment to the Planning Commission.
Lillian Left requested reappointment to the Housing Commission.

RECOMMENDATION:

Motion to re-appoint Jennifer Muladore to the Planning Commission, term expiring April 2024.

Motion to re-appoint Mary Millington to the Planning Commission, term expiring April 2024.

Motion to re-appoint Lillian Left to the Housing Commission, term expiring April 2026.

ATTACHMENTS:

- ▣ Applications



RECEIVED

MAR - 8 2021

CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

☐ BOARD OF REVIEW	☒ HOUSING COMMISSION	☐ ZONING BOARD OF APPEALS
☐ COMPENSATION COMMISSION	☐ PLANNING COMMISSION	☐ OTHER _____
☐ DDA/MAIN STREET BOARD	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE
☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE & PARK COMMISSION	

PLEASE PRINT

NAME: Lillian Left
ADDRESS: 407 Prospect
HOME PHONE: 547-5412 CELL PHONE: _____
EMAIL: l11left@hotmail.com
ARE YOU A REGISTERED VOTER IN THE CITY? yes HOW LONG HAVE YOU LIVED IN THE CITY? 1956

EDUCATIONAL BACKGROUND:

3 year Nursing Program

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE:

13 yrs Bld Service with Am. Red Cross

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE:

Retired now volunteer

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:

no

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:

no

REASON(S) YOU WISH TO SERVE:

I feel dedicated to the concern and care of the residents. The building and property

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? yes

SIGNATURE:

Lillian Left DATE: 3-8-21

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 - EMAIL clerk@charlevoixmi.gov

7/15/20

Volunteer Boards and Committees Application - Submission #871

Date Submitted: 3/8/2021

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

Committees and Boards to Apply For

- | | | | |
|--|---|--|--|
| ☐ Board of Review | ☐ Historic District Commission | ☐ Recreation Advisory Committee | ☐ No Preference |
| ☐ Compensation Commission | ☐ Housing Commission | ☐ Shade Tree & Park Commission | ☐ Other |
| ☐ DDA / Main Street Board | ☒ Planning Commission | ☐ Zoning Board of Appeals | |

Other

Name

Mary Frances Millington

Email Address

rmillington9094@charter.net

Address

402 Park Ave, Charlevoix, MI 49720

Home Phone

231 547 9094

Cell Phone

231 459 5555

Are you a registered voter in the City?

- ☒ Yes
☐ No

How long have you lived in the City?

Educational Background

High School, Pharmacy Technician.

Professional Qualifications and / or Work Experience

Pharmacy Tech. Responsible for all government listings for 12 counties for The PhoneGuide, Book store and Clothing retail.

Community Activities and / or Other Experience

Charlevoix Public Library, member at large, Friends of the Charlevoix Public Library Board of Trustees.

Have you served on a board / committee or held a civic position in the past?

☒ Yes

☐ No

If yes, please explain.

These past months on the Planning Commission.

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

Reason(s) You Wish to Serve

Its an honor to be involved with my community at this level. I hope I can contribute.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

☒ Yes

☐ No

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Mary F Millington

Date

3/8/2021

Volunteer Boards and Committees Application - Submission #874

Date Submitted: 3/11/2021

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

Committees and Boards to Apply For

- | | | | |
|--|---|--|--|
| ☐ Board of Review | ☐ Historic District Commission | ☐ Recreation Advisory Committee | ☐ No Preference |
| ☐ Compensation Commission | ☐ Housing Commission | ☐ Shade Tree & Park Commission | ☐ Other |
| ☐ DDA / Main Street Board | ☒ Planning Commission | ☐ Zoning Board of Appeals | |

Other

Name

Jennifer Muladore

Email Address

jennifer.muladore@gmail.com

Address

1020 Stroud Court

Home Phone

Cell Phone

2313503614

Are you a registered voter in the City?

☒ Yes

☐ No

How long have you lived in the City?

Charlevoix

Educational Background

BS, Biology and English - University of Michigan Ann Arbor, 2003
MS, Conservation Biology/Resource Ecology and Management - University of Michigan Ann Arbor School of Environment and Sustainability, 2006

Professional Qualifications and / or Work Experience

2007-2019 - Senior Ecologist and Communications Manager - Huron Pines (Gaylord, MI). Coordinated environmental restoration and education projects involving native and invasive plants, forestry, endangered species, shorelines and prairies, private landowner assistance, land preservation, municipal stormwater and green infrastructure. Served on statewide low impact development committee (2007-2009), statewide climate change response working group (2013-2016), and state invasive species management leadership team (2016-2019). Applied for and received over \$2 million in state, federal, and private grants to fund projects across Northeast Michigan.

Trainings completed during my current Planning Commission Term:
RRC Region 2 Planning Commission Training (September 2019)
Planning & Zoning Essentials (March 2021)
"A New Wave of Thinking" shoreline erosion seminar (March 2021)

Community Activities and / or Other Experience

Shade Tree and Parks Commission - 2018-present
Charlevoix Circle of Arts Board - 2020-present
Munson Charlevoix Holly Daze planning committee (2020)
Volunteer stream monitoring with Tip of the Mitt Watershed Council (Antrim County) (2014-2017)
Grayling Wellhead Protection Committee (2010)

Have you served on a board / committee or held a civic position in the past?

☒ Yes

☐ No

If yes, please explain.

I have served one term on the Planning Commission and am also on the Shade Tree and Parks Commission

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

Reason(s) You Wish to Serve

I have enjoyed my first term on the Commission; I learned a lot about the vision and needs for our city's residents and businesses. I think my experience in conservation, specifically stormwater, shoreline erosion, and climate change issues, will be increasingly important in the coming years as we help Charlevoix grow responsibly and provide great and innovative opportunities for housing and business success.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

☒ Yes

☐ No

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: March 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Business Park Sign

I have finalized a new sign for the entrance to the Ance Business Park off US 31 near Michigan Scientific. The sign reflects our branding standards and is consistent with the style used for our wayfinding signage. It also notes the area as a business park which is more consistent with the use rather than industrial. I expect installation will occur in April.

B. Golf Course Improvement

In preparation of a required state report this spring, Brian Livingston and Kent Knorr have noted the maintenance changes at the golf course of the past few years have significantly reduced water usage at the course. During the 2020 season, we used 6.5 million gallons of water compared with 12 million gallons just 5 years ago. The savings is further augmented with electric usage being reduced by 1/3. This reflects cost savings for us and reduced impact on the environment--both in keeping with Council's direction for City operations.

C. Spring and Fall Clean-up Dates

Last year we solicited bids for spring and fall clean-up dates. Little Traverse Disposal was the selected bidder and the agreement allowed us to extend the contract for two more years. In keeping with this, we have worked with them to set the dates for the weeks of May 10 and September 13. We'll be publicizing this and sending postcards to property owners eligible for this.

D. MDOT Cost Reimbursement for New Salt Storage Building

The City of Charlevoix performs maintenance work on the state trunk lines under contract with MDOT. This allowed us to apply a portion of the cost for construction of the new salt storage barn at our new Public Services Facility. We have received confirmation that the state will pay \$72,000 toward this expense; this amount was not factored into our financing and will result in a net decrease of expenses for us.

E. Potential Recreation Passport Grant

As you can see from this agenda, the Recreation Department has been very busy preparing and submitting grant proposals for various projects. One more we will be able to qualify for is for the Recreation Passport Program. Kent Knorr will be working through this further ahead of the April 1 deadline. If he is able to pull together an application that is likely to succeed, I would likely ask Council for a Special Meeting in the next couple of weeks to approve this application. Applications to this program require a Council resolution which we did feel was appropriately ready for your consideration tonight. We will continue to communicate on this topic.

ATTACHMENTS:

- ▣ RRC Certification Letter

- ▢ Housing Commission Minutes
- ▢ DDA Minutes
- ▢ Planning Commission Minutes



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

March 2, 2021

The Honorable Luther Kurtz
City of Charlevoix
210 State Street
Charlevoix MI, 49720

Dear Mayor Kurtz,

On behalf of the Michigan Economic Development Corporation (MEDC), I would like to congratulate you and the City of Charlevoix on your recent recognition as the 48th Certified Redevelopment Ready Community (RRC). This is a milestone accomplishment for the City of Charlevoix and the Redevelopment Ready Community Program, indicating that your city has met the RRC Best Practices and is proactively planning, zoning, and marketing itself to achieve the community's development vision.

As we work together toward economic recovery following this crisis, your RRC Certification will be more valuable than ever, as it signals to developers that Charlevoix is open for business, with a streamlined and organized development review process in place. After undergoing the years-long process of achieving certification, Charlevoix is now officially recognized for its efforts to become the type of attractive place where talent will want to live and work, and businesses will want to invest and grow.

With this certification, your community will now unlock ongoing benefits, including continued technical assistance funding; site-specific pre-development assistance funding; access to the MEDC's Redevelopment Services Team to help market and promote your redevelopment sites; access to free training opportunities; and more. I encourage you to take advantage of these valuable resources as you continue to support your community's growth moving forward.

Congratulations once again to you, your local leaders, your hard-working municipal staff, and especially Mark Heydlauff, Lindsey Dotson and Dean Martin, for your tireless investments into making your community redevelopment ready. We look forward to further strengthening our partnership with your community and its stakeholders as you continue implementing your local vision for success.

Sincerely,

Mark A. Burton
Chief Executive Officer



CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.

CHARLEVOIX, MICHIGAN 49720

(231) 547-5451



PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, November 17, 2020

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: Laurene Crandall, R.J. Waddell, Lillian Left, Joan Buday

Commissioners Absent: Mitts Lee

Others Present: Annessa Haist – Director, Mt. Pleasant Housing Commission, Cindy Morris – Occupancy Specialist (CHC), and Residents of Pine River Place.

Vice Chairperson Joan Buday called the meeting to order at 2:04 p.m.

ADDITIONS TO THE AGENDA: None

Approval of the September 15th, 2020 Meeting Minutes along with September and October Payables.

R.J. Waddell moved, seconded by Lillian Left to accept the regular meeting minutes for September 15, 2020 along with September and October Payables as presented.

Ayes: Crandall, Waddell, Left, Buday

Nays: None

Absent: Lee

OLD BUSINESS:

Roofing Project – Contractors ARROW completed prior to the projected date. Weather was permitting and no major obstacles. Comment made on the nice look with the copper tone color above the entry of the building.

Payroll Switch – Annessa Haist, Director MPHC gave an update letting all know the switch had been done. Smooth transition on all parties involved and she was very pleased, as were employees.

CARES Act Funding – Annessa Haist, Director MPHC gave an update on the extension deadline being moved back to December of 2021.

NEW BUSINESS:

Executive Director's Report:

Executive Director MPHC, Annessa Haist introduced our auditor for the Audit Presentation of Results – Special Guest / Robert R. Klaczekiewicz, CPA of Smith & Klaczekiewicz, PC CPA. Audit report was presented with a clean opinion and a good outcome. One finding which indicated a duplicate of 2019. Which all were aware would happen with the fiscal year and the year-end overlapping. Due to the prior T-Mobile contract.

COVID-19 Update/CARES Act moving forward it was put to the Board if they have any additional ideas moving forward. Director, Annessa Haist stated we had used half of the funding. Could see a potential for some of the monies into the future. Discussion was had by members of the Board.

Annessa Haist, Director MPHC reported to the Board of Commissioners her attendance at the MHDA Conference. More of a forum for the Executive Board Meeting as the overall conference was cancelled due to COVID concerns. Good informational meeting moving forward into the future for Michigan and Low Income Housing.

Executive Director Evaluations of Annessa Haist / MPHC were presented to the Commissioners of the Charlevoix Housing Commission from the Board of Commissioners of the Mt. Pleasant Housing Commission Board of Commissioners. Annessa asked if all CHC Evaluations could be turned in prior to the December 15, 2020 meeting.

Annessa Haist, Director MPHC gave a Special “Thank You” to her CHC staff for excepting and moving forward in a positive atmosphere thru all the challenges that 2020’ has presented thus far in the year.

Public Comment on subjects unrelated to Agenda Items: Minimal Public comments.

R.J. Waddell made a motion that we adjourn the meeting, Laurene Crandall seconded the motion.

Adjournment: Meeting was adjourned at 2:45 p.m.

Respectfully submitted and approved by:

A handwritten signature in black ink, appearing to read "Annessa Haist", is written over a horizontal line.

Executive Director, Annessa Haist – CHC/MPHC

The next Board Meeting is December 15, 2020 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720.

CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.

CHARLEVOIX, MICHIGAN 49720

(231) 547-5451



PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, December 15, 2020

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: Mitts Lee, Laurene Crandall, R.J. Waddell, Lillian Left, Joan Buday

Commissioners Absent: None

Others Present: Mark Little MPHC-Maintenance Supervisor, Pat Kerr CHC-Maintenance Supervisor, Annessa Haist – Director, Mt. Pleasant Housing Commission (MPHC), Cindy Morris-Occupancy Specialist, Charlevoix Housing Commission (CHC) and Residents of Pine River Place.

Chairperson Mitts Lee called the meeting to order at 2:02 p.m.

ADDITIONS TO THE AGENDA: None

Approval of Payables for the November 17, 2020 Meeting. (Minutes will be looked at in the January, 2020 Meeting)

R.J. Waddell moved, seconded by Lillian Left to accept the payables as presented for November 17, 2020 Meeting.

Ayes: Lee, Crandall, Waddell, Left, Buday

Nays: None

OLD BUSINESS:

CARES Act Funding Update: No new spending at this time. Time period has been extended to 2021 for usage of the funds.

Executive Director Evaluation: Pending two (2) evaluation forms being turned in. Will give a full report next meeting, January 19, 2021.

NEW BUSINESS:

Handbook and Personnel Policy: Annessa Haist, Director stated there was a minor finding in the yearly audit (2020), these need to be compatible as far as wording. Board of Commissioners will review and have discussion on suggestions for editing.

Executive Director's Report:

Annessa Haist, Director MPHC opened discussion on Housing Initiative for Charlevoix, City of. R.J. Waddell gave input on where the City of Charlevoix was at this time as of their last meeting in November, 2020.

Review of the Capital Fund Budget and Projects were updated by the Director of MPHC, Annessa Haist. Discussion was had on moving forward into 2021.

Public Comment on subjects unrelated to Agenda Items:

Rotarians are planning on doing their Annual Turkey Dinner for the Residents here at Pine River Place. Spreading the Holiday Cheer with a box Luncheon delivered to their door by Scovie's in Charlevoix.

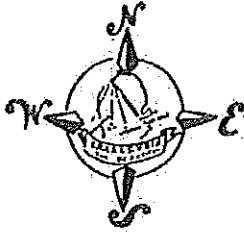
Adjournment: Meeting was adjourned at 3:15 p.m.

Respectfully submitted and approved by:

A handwritten signature in black ink, appearing to read 'Annessa Haist', is written over a horizontal line.

Executive Director, Annessa Haist – CHC/MPHC

The next Board Meeting is January 19, 2021 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720



CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.
CHARLEVOIX, MICHIGAN 49720
(231) 547-5451

PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, January 19, 2021

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: Mitts Lee, Laurene Crandall, R.J. Waddell, Lillian Left, Joan Buday
Commissioners Absent: None

Others Present: Annessa Haist – Director, Mt. Pleasant Housing Commission, Cindy Morris – Occupancy Specialist (CHC), Pat Kerr – Maintenance (CHC), Mark Little – Maintenance Supervisor (MPHC), Residents of Pine River Place, and one guest.

Chairperson Mitts Lee called the meeting to order at 2:00 p.m.

ADDITIONS TO THE AGENDA: None

Approval of December Payables and Meeting Minutes from November/December 2020.

R.J. Waddell moved, seconded by Laurene Crandall to accept the December Payables and the meeting minutes for November 17, 2020 and December 15, 2020 as presented.

Ayes: Lee, Crandall, Waddell, Left, Buday

Nays: None

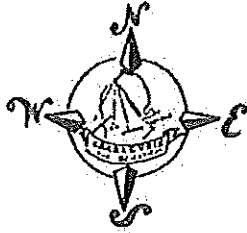
OLD BUSINESS:

Executive Director Evaluation – Handout given of Board responses, no comments. Agree with the Director moving forward.

NEW BUSINESS:

Approval for Annual Meeting Schedule for 2021.

CHARLEVOIX HOUSING COMMISSION



210 WEST GARFIELD ST.
CHARLEVOIX, MICHIGAN 49720
(231) 547-5451

PROJECT
PINE RIVER PLACE

Joan Buday made motion to accept the Annual Meeting Schedule 2021 as presented. Laurene Crandall seconded the motion.

Ayes: Lee, Crandall, Waddell, Left, Buday

Nays: None

HANDBOOK and PERSONAL POLICY DRAFT – Director, Annessa Haist had discussion including the audit findings of last year, 2020. Retirement options / IRA Edward Jones were brought up for discussion. Tabled for changes moving forward until next meeting.

EXECUTIVE DIRECTOR'S REPORT:

Management Contract – Annessa Haist, Director (MPHC) made note on the deadline and content of the contract. Discussion was had by all board members. Mitts Lee, board chair motioned to leave as is. Draft and approve at the next board meeting. (Resolution)

Operating Subsidy Submission – per Annessa Haist, Director (MPHC) went well, new HUD software for submission.

Discussion had on content and actions moving forward at the Charlevoix Housing Commission.

The Schiff Group – Annessa Haist, Director (MPHC) content given on the Schiff Group vs Nelrod. Short discussion and comments by the board. Positive moving forward.

Public Comment on subjects unrelated to Agenda Items:

One comment was made and discussion was had with the Director, Annessa Haist.

Adjournment: Meeting was adjourned at 2:53 p.m.

Respectfully submitted and approved by:

Executive Director, Annessa Haist – CHC/MPHC

The next Board Meeting is February 16, 2021 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield, Charlevoix, MI. 49720

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, January 25, 2021 at 5:30 p.m.
Zoom Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair:	Maureen Owens (from Charlevoix)
Vice Chair:	Richard Christner (from East Jordan)
Members Present:	Sam Bingham (from Charlevoix), Sean Bradley (from Princeton, NJ), Kirby Dipert (from Charlevoix), Luther Kurtz (from Hanalei, HI), Ron Way (from Charlevoix), Amanda Wilkin (from Ellsworth)
Members Absent:	Paul Silva
Non-Voting Member:	Liam Dreyer (from Charlevoix)
City Staff:	Lindsey Dotson, Executive Director

4. Inquiry Into Potential Conflicts of Interest

5. Consent Agenda

- A. Committee Minutes
- B. Board Minutes
- C. Monthly Report

Member Dipert stated that the reference to the "Executive Committee" in the last paragraph of the Board Minutes under New Business should be "Chair and Vice Chair".

Motion by Member Bradley, second by Mayor Kurtz to approve the Consent Agenda items as corrected. Motion passed by unanimous voice vote.

6. Reports

A. Director's Report

A. Chamber Partnership Agreement Revision

Chair Owens recalled that in September the Board entered into an agreement with the Chamber of Commerce for an additional \$5,000 for a one-year extension. She stated that meanwhile Sarah Hagen discussed it with her Board and because of the continuing COVID-19 situation they agreed to reduce the amount to \$3,000.

7. Old Business

A. Long Road Distillers Update

Vice Chair Christner stated that Long Road Distillers was in the process of moving into the space at the Bridge Park building. He reviewed the modifications to the lease as discussed with the tenants.

Motion by Member Dipert, second by Vice Chair Christner to authorize Director Dotson to enter into the amended lease agreement with Long Road Distillers. Motion passed by unanimous voice vote.

B. Draft Budget 2021-2022

Chair Owens stated that she made a couple of revisions to the draft budget including changing the Chamber obligation to \$3,000 which brought the net to \$4,500. She stated that after their obligations they had \$17,000 in additional revenue. She stated that she left \$5,000 in the budget that Director Dotson felt the DDA was likely to receive from a Community Foundation grant. She further reviewed the optional programming expenses and signed obligations. Discussion followed regarding unsigned options including: Tree Light Replacement (\$10,000 annual payment for 5 years); Alley Improvement (\$10,000 one-time payment); and Snowmelt Feasibility Study (\$14,000).

Motion by Member Dipert, second by Member Bradley to approve the 2021-2022 DDA Budget as presented. Motion passed by unanimous voice vote.

8. New Business

Bridge Park building property management was discussed. Member Dipert referenced the Board sub-committee that oversaw issues related to upkeep of the building and suggested reactivating that group with Ron Way and Richard Christner.

Motion by Mayor Kurtz, second by Member Wilkin to re-establish the [Bridge Park Building Oversight] sub-committee with Ron Way, Richard Christner and Kirby Dipert. Motion passed by unanimous voice vote.

9. Public Comments

10. Request for Future Agenda Items

Member Dipert recommended establishing a policy whereby the Executive Director had some leeway in making decisions up to a certain dollar amount without Board approval. Chair Owens felt that they had already done that. Director Dotson stated that they did not have a written policy in place. Consensus was to include this as a future agenda item.

Member Dreyer stated that the Charlevoix DDA was one of the first in Michigan to have a student member on their Board and based on that principal he founded an organization that tries to put students on local government boards. So far, they have placed five students on boards in a three-month period. He stated that bigger Cities were looking for a testimonial from DDAs who have student members. He suggested a future agenda item to discuss and approve a testimonial of what he and Sean Bradley have brought to the Board and the DDA's experience with student members on the DDA. Consensus was to include this as a future agenda item.

11. Board Comments

Member Dipert stated that the City chose to leave the parking meters up through the winter, but turned them off, yet he often saw individuals trying to figure out what to do. He wondered if the meters could have some kind of "free parking" signage during the off season. Director Dotson stated that she was working with the Police Chief to address this situation and would report back at the next Board meeting.

12. Adjourn

Meeting adjourned at 6:17 p.m.

Joyce Golding/fgm

Maureen Owens

Chair

**CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS, CITY HALL, 210 STATE STREET
Monday, February 8, 2021 - 6:00 p.m.**

A. Call to Order

The virtual meeting was called to order at 6:00 p.m. by Chair Waddell.

B. Roll Call

Chair	RJ Waddell (from Charlevoix)
Members Present:	Reid Beegen, Sherm Chamberlain, Toni Felter, Dennis Halverson, Mary Millington, Jennifer Muladore (all members participating from Charlevoix)
Members Absent:	David Gray
Staff Present:	Jennifer Neal, Planner; Johnathan Scheel, Zoning Administrator; Dean Martin, Community Development Fellow

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Motion by Member Halverson, second by Member Chamberlain to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of the Minutes

1. January 11, 2021 Meeting Minutes

Motion by Member Felter, second by Member Beegen to approve the minutes of January 11, 2021 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Proposed Deck Located at 101 Bridge Street

Zoning Administrator Scheel stated that the applicants and owners, David Levy and Chuck Schilling, were seeking permission to occupy a portion of the vacant space located just north of 101 Bridge Street, adjacent to the Pine River Channel. The applicants wanted to build a raised deck to be used for outdoor dining, and the property is owned by the Michigan Department of Transportation (MDOT). Zoning Administrator Scheel advised that MDOT reviewed the proposal and they were willing to approve it under the proposed conditions of the project. The request will go before City Council next month.

Member Chamberlain felt that City Council should get a letter of authorization from MDOT that they approve of the site plan, that a title search for easements should be done for this area, utilities should be contacted to make sure nothing is placed over utility lines and confirm that the renters of the deck are associated with an adjoining building nearby. He questioned whether this would be a long-term or a yearly lease and will the lease of the deck belong to the adjoining property owner who owns the liquor license. Zoning Administrator Scheel stated that some of those questions had been vetted already and the remaining questions should be addressed at the Council level. He noted that the usage of the deck would be tied to the adjoining building as a restaurant.

2. Master Plan Chapter 5 Implementation Report

Community Development Fellow Martin explained that reviewing the Master Plan Implementation table prior to the 5-year updating process could help the members understand what was planned to be accomplished, what was accomplished, and what remains an opportunity. Fellow Martin provided a summary of the current Master Plan, last updated in 2016, that detailed goals, visions, and implementation projects to be considered for the advancement of the public services and economic development. He stated that of the 45 action items in the Plan, 40.5 of the items were complete.

3. Accessory Dwelling Unit (ADU) Architectural Standards

Chair Waddell recalled that City Council asked them to look into expanding the accessory dwelling unit standards that were applicable to R-2 zoning into the R-1 zoning district. Zoning Administrator Scheel stated that they found some unintended consequences of allowing accessory dwelling structures in R-2 zoning such as a couple of buildings that seem out of scale to the neighborhood and height issues. He reviewed his memo including the goals of the ADU language, site placement, exterior appearance of buildings, doors, windows, roof form, and height of buildings. He also reviewed proposed new ordinance language which included some form-based code language. Steve Schnell, Housing North, explained the basics of form-based code. Discussion followed regarding the proposed language changes and the look of accessory dwellings.

Shirley Gibson, 209 E. Upright, stated that there were some mistakes made in the beginning because there were not enough standards in place and there was one property in her neighborhood in particular that she was not happy about, but she felt the Commission was moving in the right direction. She questioned if there was any language regarding the use of an ADU. Zoning Administrator Scheel stated that there was the standard zone language for residential use; an ADU can be used as a short-term rental but the main house and the ADU cannot both be used as short-term rentals at the same time, and the ADU would also need to fit under the short-term rental language.

4. City Manager's Housing Memo

Chair Waddell stated that the City Manager provided the Commission with a memo that summarized the actions of various entities in the community who have taken or are taking on the topic of housing and sets a vision for continued collaboration in the future. Member Chamberlain recalled at the last Commission meeting he had brought up the possibility of converting a large existing house into two separate residences through the Condominium Act. Discussion followed about additional housing opportunities.

5. Master Plan Update

Chair Waddell stated that they were required to go through their Master Plan every five years. Planner Neal noted that Fellow Martin's presentation was a good start for the review. She stated that staff will prepare an audit of the existing plan which identifies areas of deficiency and a timeline to complete the Master Plan update process. She stated that she would like to see a new Housing Chapter in the Plan with new data and new design ideas.

H. Old Business

I. Staff Updates

Planner Neal stated that seven people signed up for the MAP Planning & Zoning Essentials training and there were additional spaces available as well as the Shoreline training.

J. Request for Next Month's Agenda or Research Items

Chair Waddell stated that they wanted the Zoning Administrator to bring back more information on form-based codes. He felt that they should review the By-Laws and then start the Master Plan review next month.

K. Adjournment by 8:00 PM Unless Extended by Motion

Motion by Member Chamberlain, second by Member Beegen to adjourn the meeting. Meeting adjourned at 7:35 p.m.

Joyce M. Golding/fgm

City Clerk

R.J. Waddell

Chair