



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, May 17, 2021- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

- A. Remote Participation Zoom Link

2. Roll Call

3. Presentations

- A. Robert Boch Jr. Mayoral Proclamation
Luther Kurtz, Mayor
- B. Library Update
Ryan Deery, Charlevoix Public Library Director
- C. EPA Update: Charlevoix Municipal Well Superfund Site
Matthew Ohl, US Environmental Protection Agency

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - May 3, 2021
- B. Accounts Payable and Payroll Check Registers
- C. Completion of the Pine River Lane Project
- D. City Clerk/Assistant to the City Manager Job Description

6. Public Hearings and Actions Requiring Public Hearings

- A. Public Hearing: CDBG Water Related Infrastructure Grant, May 17, 2021
Mark L. Heydlauff, City Manager

7. All Other Actions and Requests

- A. 229 Stover Road Study
Mark L. Heydlauff, City Manager
- B. Fireworks at Kipke Field, June 6, 2021
Luther Kurtz, Mayor
- C. Lease Agreement with Enterprise Fleet Management

Patrick M. Elliott, Public Works Superintendent

- D. Van Pelt Alley Safety
Jonathan Scheel, Zoning Administrator
- E. Bridge Street Taproom Outdoor Dining
Jonathan Scheel, Zoning Administrator
- F. Downtown Alley Corridor Vision Implementation Plan
Dean Martin, Community Development Fellow
- G. Recreational Authority Board Appointment
Mark L. Heydlauff, City Manager
- H. Mayoral Appointment
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

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Pledge of Allegiance

TITLE: Remote Participation Zoom Link

DATE: May 17, 2021

BACKGROUND:

The City Council meeting will be held in person. For those desiring to attend and participate remotely, a Zoom link is included below.

Join Zoom Meeting

CHARLEVOIX CITY COUNCIL

Presentations

TITLE: Robert Boch Jr. Mayoral Proclamation

DATE: May 17, 2021

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

The Mayor will present a proclamation honoring Robert Boch Jr. and his service to the northern Michigan trail community.

ATTACHMENTS:

▣ Proclamation



MAYORAL PROCLAMATION
Robert Boch Jr.

WHEREAS, Robert Boch Jr. was born August 26, 1945 in Decatur, Indiana, graduated from Purdue University, and spent most of his adult and professional life in Bloomington, Indiana; and

WHEREAS, Robert Boch Jr. was a devoted husband to Anne and a loving father to his son Oliver; and

WHEREAS, Robert Boch Jr. was an avid cyclist, fisherman, and boater—always enjoying opportunities to be outside in Lake of the Woods, Canada and Charlevoix; and

WHEREAS, Robert Boch Jr. was devoted to his community serving in the Rotary Clubs in both Bloomington and Charlevoix, on the board of the John and Kay Boch Memorial Fund in Decatur, Indiana and the Top of Michigan Trails Council; and

WHEREAS, Robert Boch Jr. was enthusiastic about sharing his passions for the trails, chaired the Charlevoix Trail Ambassadors, and was actively involved in the planning and design of new trails until his passing; and

WHEREAS, Robert Boch Jr. was a kind and caring man and will be missed by all who knew him.

NOW THEREFORE, I, LUTHER KURTZ, MAYOR OF THE CITY OF CHARLEVOIX, do express my deepest condolences to the family of Robert Boch Jr. on his passing; and

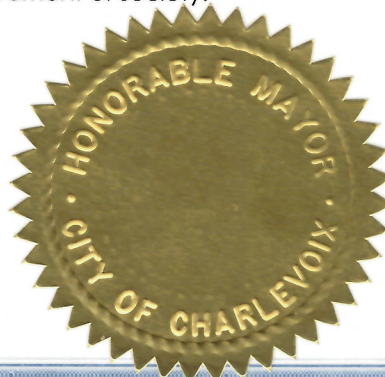
FURTHERMORE, on behalf of the entire Charlevoix community and northern Michigan trail community, I share our appreciation for the life and service of Robert Boch Jr. who did much to improve our area in the short time he lived here; and

FURTHERMORE, in consideration of Robert Boch Jr.'s efforts to improve our City, I proclaim Robert Boch Jr. the Charlevoix Trail Champion of the year for 2020; and

FURTHERMORE, I commend all of us to look to the example of Robert Boch Jr. in service to our community and volunteering for the improvement of society.

Given under my hand this 17th day of May 2021.

Luther Kurtz, Mayor



CHARLEVOIX CITY COUNCIL

Presentations

TITLE: Library Update

DATE: May 17, 2021

PRESENTED BY: Ryan Deery, Charlevoix Public Library Director

BACKGROUND:

Mr. Deery sent along a copy of their annual report and he'll be present to discuss activities at the library and how they have continued to serve the community in spite of the pandemic for the past year.

ATTACHMENTS:

- ▣ 2020 Charlevoix Public Library Report

Running the Numbers During a Pandemic

Visitors to the Library:

40,318 people visited the library last year. That is 775 visitors a week!

Connecting to Technology:

7,735 people used our Wi-Fi and 4,397 people used a library computer

Digital Items Borrowed:

19,795 digital items including eBooks, eAudiobooks, movies, music, and more were borrowed in 2020. That is a 42% increase compared to 2019.

Classes and Programs:

The library held 330 cultural, recreational, and educational classes and programs attended by 6,735 people.

Physical Items Borrowed:

47,338 physical items were borrowed from the library. That equates to nearly 5 items per person within our district!

Community Meeting Rooms:

Our community meeting rooms were reserved over 600 times for meetings and by countless individuals working remotely at the library due to the pandemic.

The Library Pandemic Timeline

MARCH 14TH
2020

Library closes the facility for in-person services in accordance with "Stay Home, Stay Safe" Executive Order. Staff continues to serve the community remotely.

JUNE 10TH
2020

Library begins provision of curbside services delivering crucial resources from the facility.

JUNE 22ND
2020

Library facility safely reopens to the public!

NOVEMBER 16TH
2020

Amidst rising local case counts and the "Pause to Save Lives" executive order, the library returns to curbside only service.

JANUARY 4TH
2021

Library facility safely reopens to the public again!



ANNUAL REPORT

2020



EDUCATE. ENRICH. EMPOWER.

WHAT'S INSIDE:



Outreach and Community Engagement:

- ◆ Gave away thousands of books during the March/April/May shutdown at local businesses, through the schools, at little free libraries, and at free meal sites.
- ◆ Expanded our "Talking is Teaching" partnership with the Great Start Collaborative.
- ◆ Expanded Wi-Fi connectivity inside and outside the library facility as well as at the Hayes and Norwood Township Halls.



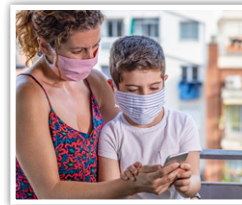
Admired Customer Service:

- ◆ Prioritized patron safety and have maintained the highest safety standards throughout the pandemic.
- ◆ Created a "digital library card" giving patrons the ability to sign up for a library card without setting foot in the building.



Highly Relevant Resources and Materials:

- ◆ Significantly expanded access to digital resources by both increasing investment in already existent digital platforms like Hoopla, Libby, and Tumblebooks as well as by proving easy access to additional digital resources.
- ◆ Provided critical access to materials via curbside services.



Vibrant and Engaging Youth Services:

- ◆ Safely continued critical literacy programming such as Story Time and outreach to our local schools both via virtual platforms and safely outdoors.
- ◆ Offered innovative outdoor single family learning opportunities like Kindermusik, I Spy in the Garden, Alphabet Hunt, Little's Book Yoga, and Garden Games.
- ◆ Engaged families safely with vibrant virtual programs including Mystery Mondays, Freeze to Read, and Get Moving with Ms. Nicole.



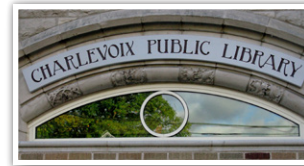
Exceptional Programming:

- ◆ Despite challenging circumstances, safely conducted outdoor, in-person programming throughout the summer including the Jazz at the Library series.
- ◆ Introduced and continue to carry out virtual programming including author visits, lectures, book discussions, holiday concerts, and recreational programs like yoga.
- ◆ Continued the beloved Community Art Project by engaging community members to create feathers for a set of wings to inspire us all to fly above challenging circumstances.



Spectacular, State-of-the-Art Facility:

- ◆ Rapidly reopened and refurbished following a fire that caused over \$75,000 worth of damage.
- ◆ Completed "The Linda Adams Social Area" providing a space for community members to gather, chat, and relax.
- ◆ Installed state of the art projector system in the community meeting rooms.



Amazing Volunteers:

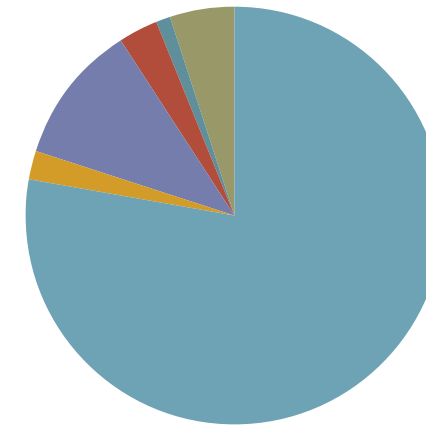
- ◆ Volunteers such as the Friends of the Library contributed over 2,700 hours of service in 2020. Amongst other projects, volunteers served as greeters and safety guides when the library reopened following the pandemic shut down and worked tirelessly to keep up the ongoing booksale to benefit the children's collection.



Where your imagination
takes flight

Operating Financial Update

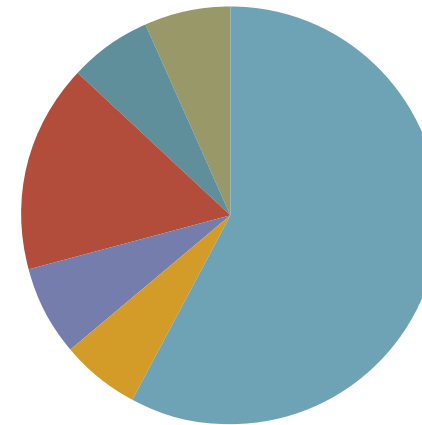
OPERATING REVENUES



- Tax Revenue: \$909,884
- Interest Earnings: \$22,761
- Donations & Grants: \$132,709
- Penal Fines: \$35,200
- State Aid: \$7,863
- Other: \$58,280

Total Revenue: \$1,166,697

OPERATING EXPENSES



- Wages & Benefits: \$598,170
- Contractual Services: \$61,952
- Capital Outlay: \$72,353
- Occupancy: \$165,229
- Supplies & Materials: \$63,665
- Other Operating Expenses: \$62,535

Total Expenditures: \$1,023,894

OPERATING FUND BALANCE (6/30/2020)

Operating Fund: \$1,421,934

Capital Maintenance Fund Balance: \$575,000

DEBT FINANCIALS

Debt Revenue

Tax Revenue: \$540,030

DDA Contribution: \$11,211

Interest on Debt Millage: \$1,836

Total Revenues: \$553,077

Debt Fund Balance

6/30/2019: \$114,198

6/30/2020: \$105,045

Debt Expenses

Bond Payment-Principle: \$505,000

Bond Payment-Interest: \$57,105

Other: \$125

Total Expenses: \$562,230

Remaining Debt to be Paid (includes interest)

6/30/2020: \$2,120,000

CHARLEVOIX CITY COUNCIL

Presentations

TITLE: EPA Update: Charlevoix Municipal Well Superfund Site

DATE: May 17, 2021

PRESENTED BY: Matthew Ohl, US Environmental Protection Agency

BACKGROUND:

Representatives from the United States Environmental Protection Agency and the Army Corps of Engineers will provide an update on remediation work to deal with the contamination still in the ground from when it was first discovered in the late 1970s.

ATTACHMENTS:

- ▣ EPA/Army Corps Presentation



Air Sparge & Soil Vapor Extraction Pilot Study Briefing May 2021

**Charlevoix Municipal Well Site
Charlevoix, Michigan**

Agenda



- Site Location
- Remedial Investigation and Focused Feasibility Study
- Site Risks
- Community Participation in Remedy Selection
- Selected Remedy
- Air Sparge and Soil Vapor Extraction Pilot Study
- Additional Source Soil Investigation
- Unacceptable Exposure Areas

Site Location

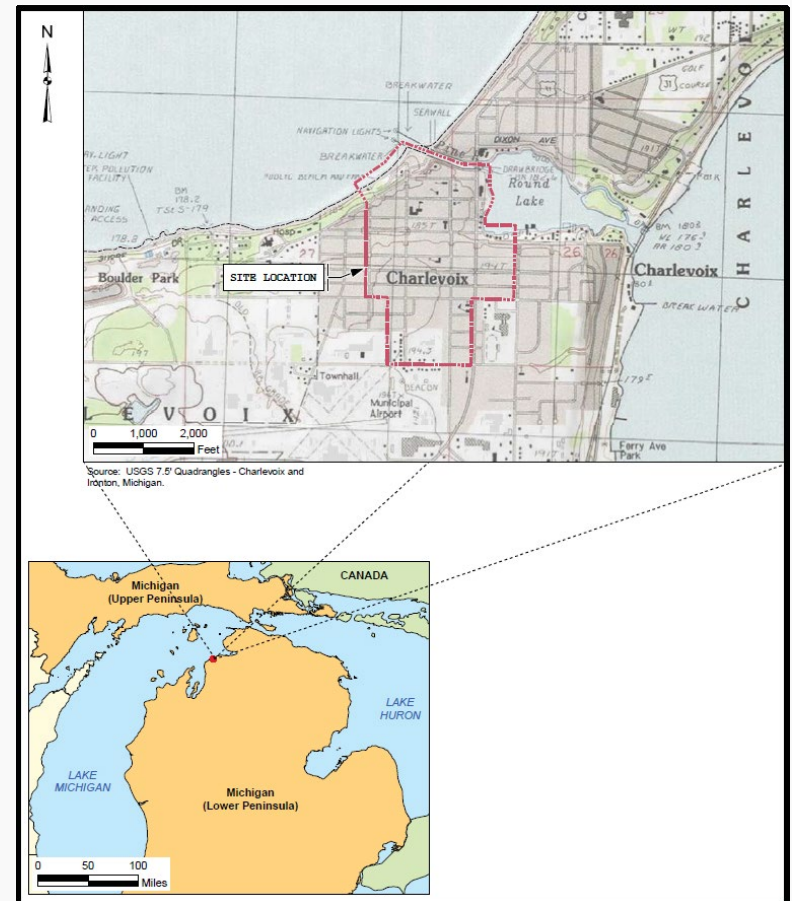


Location:

- City of Charlevoix
 - Charlevoix County, Michigan

Site Boundaries:

- Pine River Channel and Round Lake Channel to the north
- Round Lake to the northeast
- May Street to the east
- Carpenter Street to the south
- Sherman and Beacon Streets to the west
- Lake Michigan to the northwest



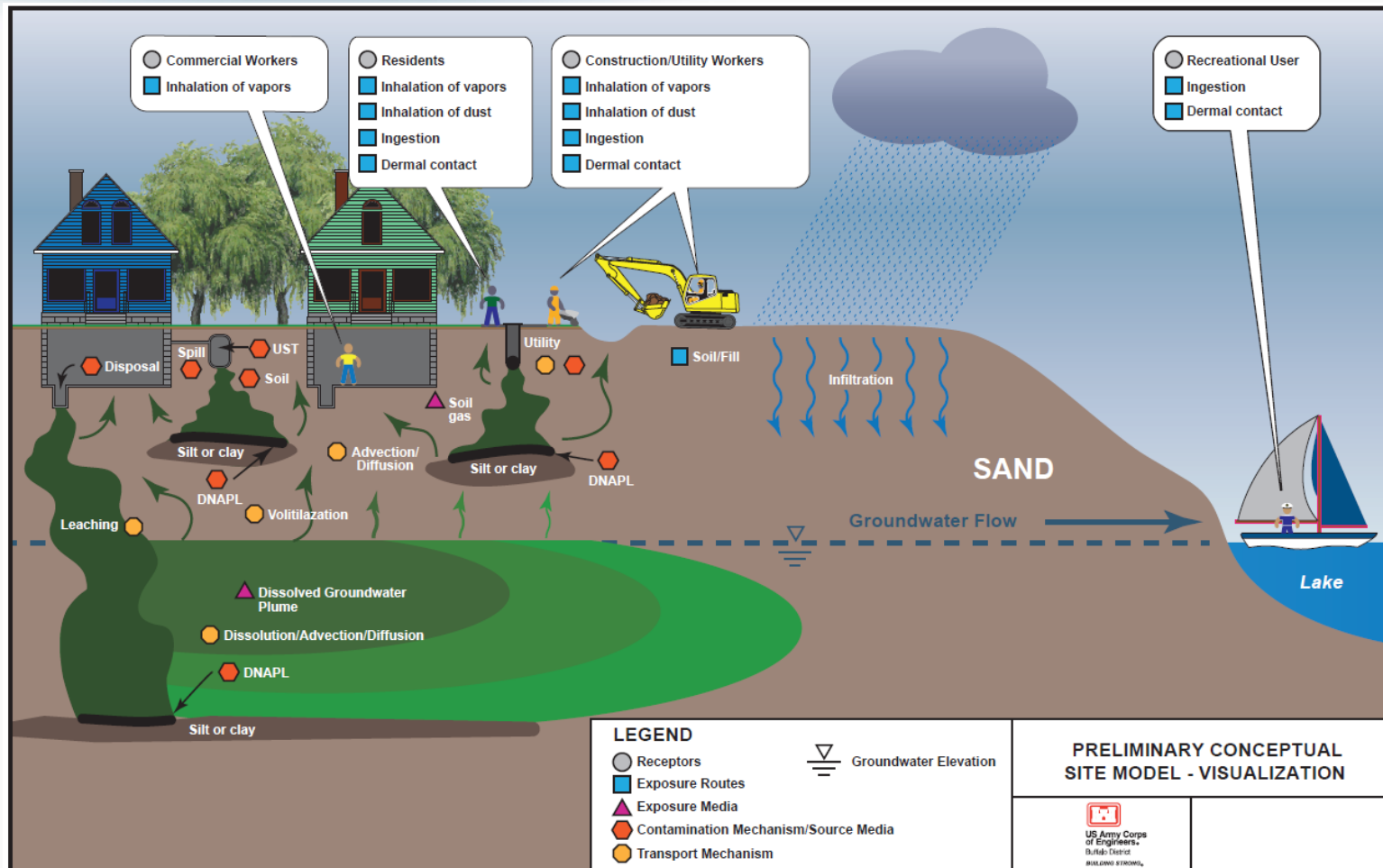
Remedial Investigation and Focused Feasibility Study



- The Remedial Investigation determined the nature and extent of contamination and assessed current and long-term risks across four study areas shown as Areas A-D.
- The Contaminants of Concern are tetrachloroethene (PCE) and trichloroethene (TCE).
- Risk levels indicated the need for remedial action.
- The Focused Feasibility Study evaluated remedial action alternatives to meet cleanup goals.



Site Risks



Community Participation in Remedy Selection



- November 18, 2019 - made the Remedial Investigation, Focused Feasibility Study (FFS) Report and Proposed Plan for the Site available to the public for review and comment
- November 18, 2019 to January 18, 2020 - public comment period
- November 22, 2019 - published the notice of the availability of these documents in the Charlevoix Courier
- December 10, 2019 - held public meeting to present the Proposed Plan
- January 8, 2020 - provided an open house on to further present and discuss details of the proposed remedial alternative
- April 8, 2020 - selected Alternative 6 in an Interim Record of Decision

Selected Remedy



Soil Excavation, Groundwater Chemical Treatment, Air Sparging/Soil Vapor Extraction, Institutional Controls, and Vapor Mitigation

- ***Soil excavation to address gross soil contamination >100 ug/kg PCE;***
- Institutional controls to prevent receptors from unacceptable exposures in groundwater;
- Vapor mitigation for all structures containing sub-slab vapor concentrations above preliminary remedial goals;
- In-situ chemical oxidation treatment of PCE plume above 15 µg/L in the shallow zone; and
- ***Air sparge/soil vapor extraction treatment (sparge curtains) of unsaturated soil and groundwater.***



Air Sparge and Soil Vapor Extraction Pilot Study

Explanation of Technologies



Air Sparging

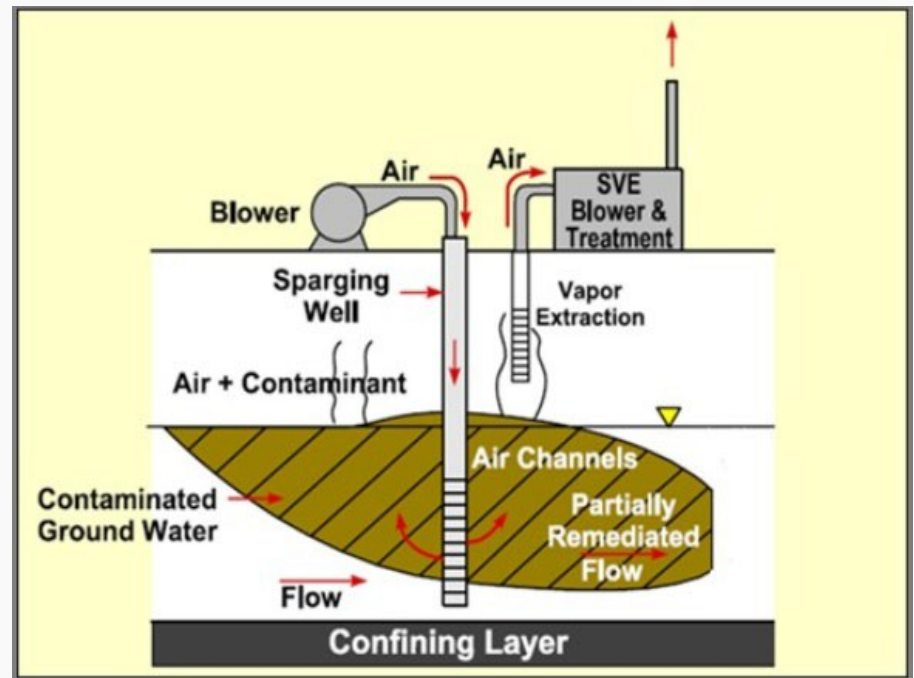
Air sparging involves injecting air into contaminated groundwater.

The contaminants in the water turn into vapor (vaporize) and move into the soil above the groundwater.

Once the contaminated vapors are in the soil, they can be pumped out and sent to a treatment system.

Soil Vapor Extraction

Soil vapor extraction involves removing contaminated vapors from soil and transporting the vapors to a treatment system to be destroyed.



Explanation of Technologies



Trailer Units

- To be used for Pilot Study testing
- Enclosed to limit noise pollution, goal of 85 dB
- *Examples shown*



Conceptual Sparge Curtain Layout



Proposed Pilot Study Locations



Overview

- One proposed study area for each sparge curtain
 - Focus on the State St. corridor
- Lay down area designated for contractor equipment and vehicle staging during pilot study

Objectives

- Maximize the extraction well flow rate and radius of influence
- Optimize the air sparge radius of influence and ensure it does not exceed extraction well collection
- Evaluate subsurface response to pulse sparging
- Monitor groundwater and soil vapors both up and down gradient of sparged subsurface to monitor performance and influence of system

Legend

Orange – Conceptual Sparge Curtain Locations

Blue – Proposed Pilot Study Areas

Yellow – Proposed Contractor Staging Area



Proposed Well Locations Southern

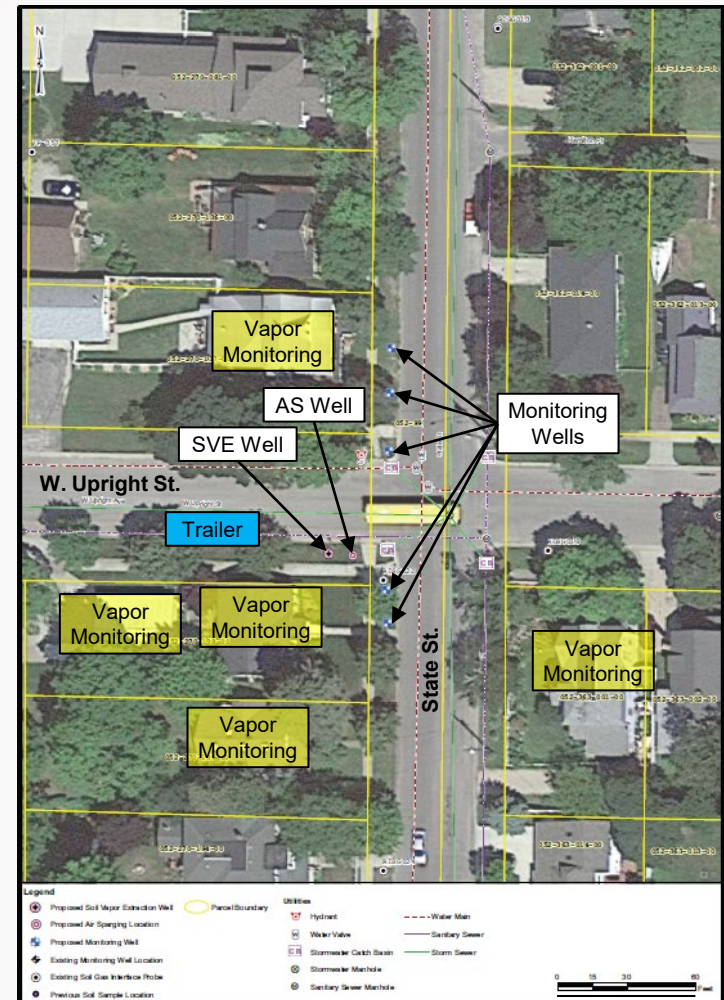


Overview

- Intersection of West Upright St. and State St.
 - (1) Air Sparge Well
 - (1) Soil Vapor Extraction Well
 - (5) Monitoring Wells
- Locations may require modification based on utility location and on-site verification of interference
- Enclosed trailer with pump and blower will be parked next to the study area, clear of the crosswalk
- Buildings within 100 feet of the air sparge & soil vapor extraction cluster will have indoor vapor monitoring during test

Legend

- Property lines are indicated in yellow
- Utilities are indicated in various colors



Proposed Well Locations Central

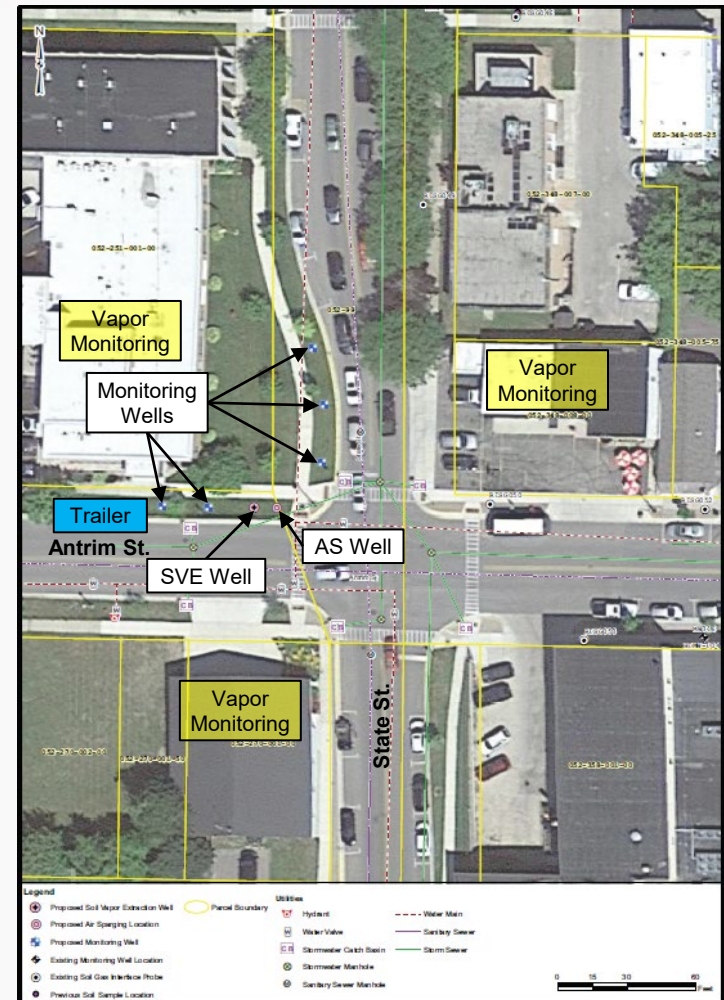


Overview

- Intersection of Antrim St. and State St.
 - (1) Air Sparge Well
 - (1) Soil Vapor Extraction Well
 - (5) Monitoring Wells
- Locations may require modification based on utility location and on-site verification of interference
- Enclosed trailer with pump and blower will be parked next to the study area, clear of the crosswalk
- Buildings within 100 feet of the air sparge & soil vapor extraction cluster will have indoor vapor monitoring during test

Legend

- Property lines are indicated in yellow
- Utilities are indicated in various colors



Proposed Well Locations Northern

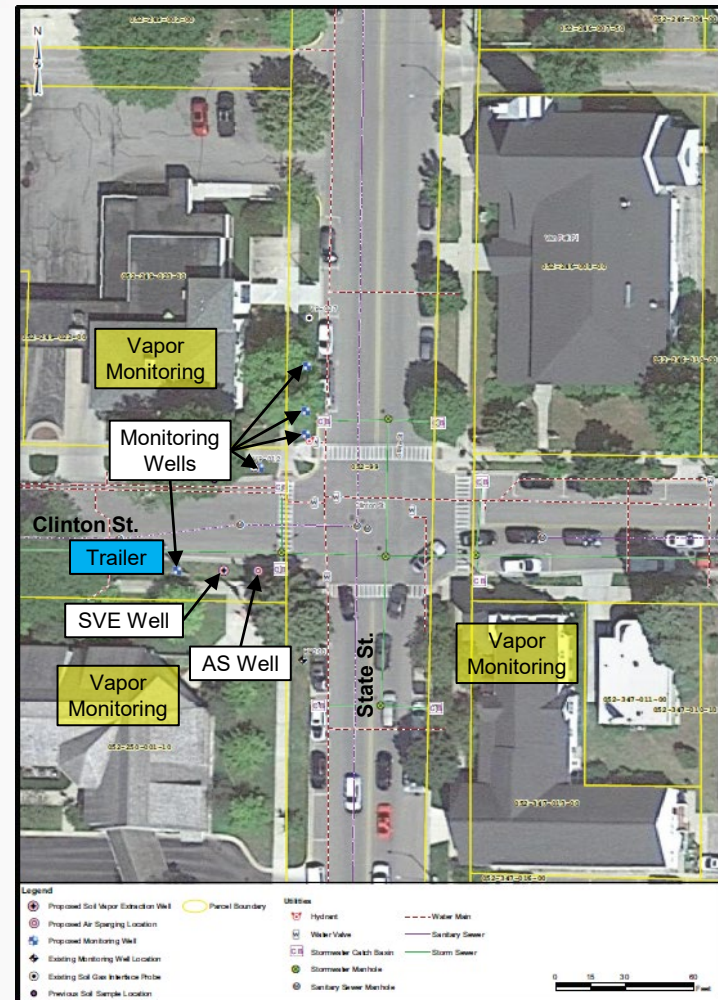


Overview

- Intersection of Clinton St. and State St.
 - (1) Air Sparge Well
 - (1) Soil Vapor Extraction Well
 - (5) Monitoring Wells
- Locations may require modification based on utility location and on-site verification of interference
- Enclosed trailer with pump and blower will be parked next to the study area, clear of the crosswalk
- Buildings within 100 feet of the air sparge & soil vapor extraction cluster will have indoor vapor monitoring during test

Legend

- Property lines are indicated in yellow
- Utilities are indicated in various colors



What to Expect



- 1 week of drilling and well installation and *at each pilot study location*, projected for June.
- 1 week of testing *at each location*, projected for September or October.
- Wells will include flush mount covers and will be installed in the right-of-way, off the pavement, and without disruption to concrete or sidewalk.
 - Vertical wells will be left in place for future use.
 - If any horizontal well is used it will be removed after testing.
- Equipment and vehicles will not block sidewalks or crosswalks and will be moved and stored at the staging area when not in use.
- Compressor, blower, and generator will be mounted in an enclosed trailer to limit noise and will not be run outside of daylight hours.
- Nearby businesses and residents will need to allow access for indoor vapor monitoring during testing to ensure their safety.
- Any landscaping or other disturbed surface will be returned to its original condition upon test completion.



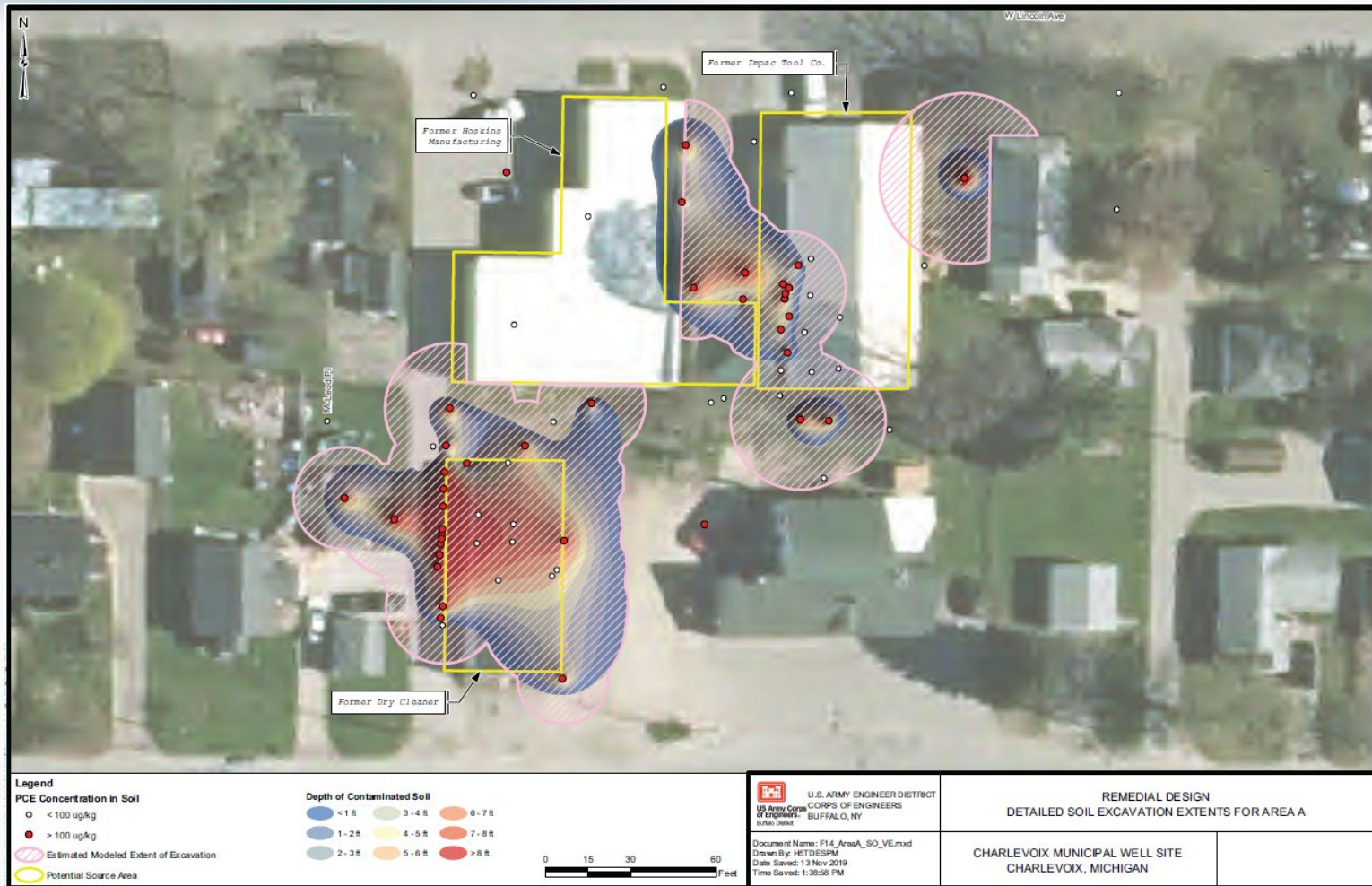
Additional Source Soil Investigation

Additional Source Soil Investigation



- Additional source area soil sampling is necessary to more accurately characterize the extent of the contamination
- Locations will be selected based on gaps in the current modeling to verify the horizontal extent across property lines and right of ways
- Samples will be collected and analyzed to verify the vertical extent of contamination
- The resultant data will be used for more detailed modeling for source area remediation

Source Soil Contamination Area A



Source Soil Contamination Area B



Source Soil Contamination Area C



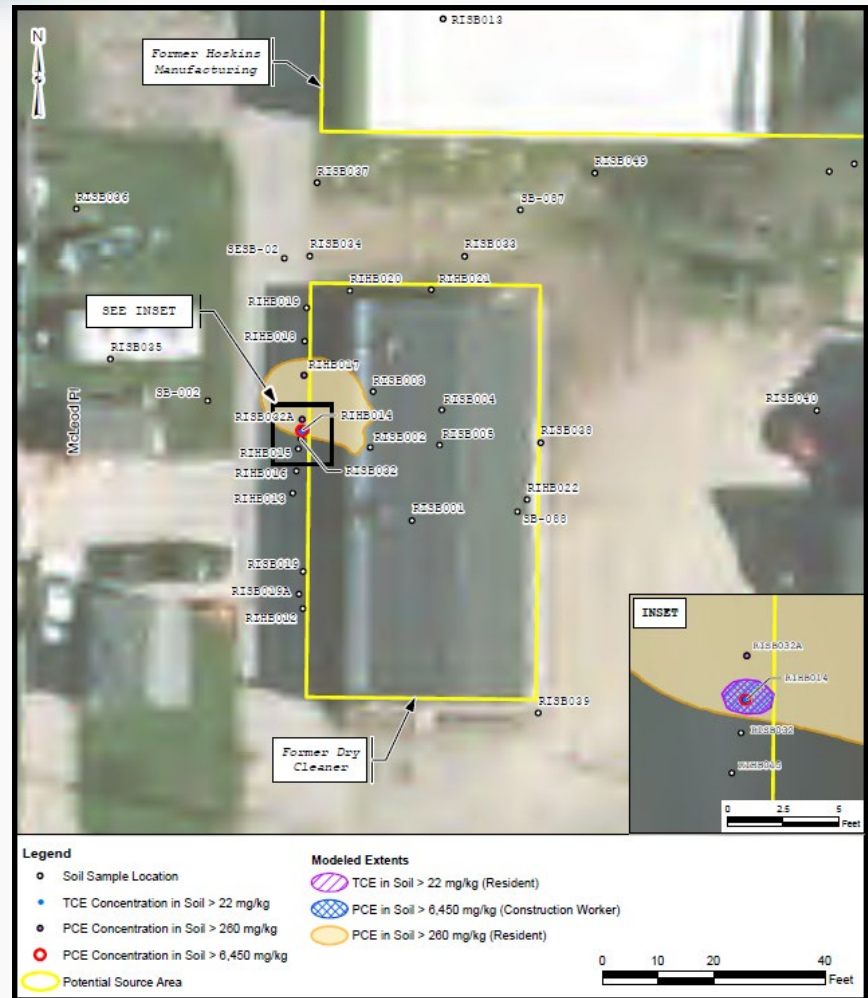


Unacceptable Exposure Areas

Unacceptable Exposure Areas – Soil



- Only unacceptable exposure area to soil is at ST-001 (207 W Garfield Ave) in Area A
 - PCE – Resident & Construction Worker
 - TCE – Resident
- USACE recommends - Refraining from excavation or allowing construction workers into this area without proper HAZMAT PPE until the source area remedy is complete



Unacceptable Exposure Areas – Soil Gas



- Unacceptable exposure area to soil gas in several source areas
 - PCE – Area A, B, & C
 - TCE – Area A
- USACE recommends
 - Refraining from conducting excavation in this area without proper respiratory protection until the source area remedy is complete



Where to Find More Information



Relevant documents can be found in the Administrative Record file which can be accessed on EPA's web site for the Site at <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0503013>

The Administrative Record file is also maintained at two public repositories: the EPA Region 5 Docket Room, 77 West Jackson Boulevard (7th Floor) Chicago, Illinois; and the Charlevoix Public Library, 220 W. Clinton Street, Charlevoix, Michigan.



Questions?

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - May 3, 2021

DATE: May 17, 2021

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 3, 2021 – 6:00 p.m.
210 State Street, Charlevoix, MI

The meeting was called to order at 6:00 p.m. by Clerk Golding.

1. Pledge of Allegiance

2. Roll Call

Members Present: Greg Bryan, Janet Kalbfell, Mark Knapp, Phil Parr, Brian Slater
Members Absent: Mayor Luther Kurtz, Deputy Mayor Aaron Hagen
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

Clerk Golding stated that with the absence of the mayor and deputy mayor, Council needed to elect a member to chair the meeting.

Motion by Bryan, second by Knapp, to elect Member Kalbfell as chair. Motion passed by unanimous voice vote with Kalbfell abstaining.

3. Presentations

Chair Kalbfell read a mayoral proclamation honoring Water Treatment Plant Chief Operator Shelley Mayer on her retirement from the City after 23 years of service.

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 – April 19, 2021
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – April 20, 2021
 - b. Regular Accounts Payable Check Register – May 4, 2021
 - c. ACH Payments – April 19, 2021 to April 30, 2021
 - d. Payroll Check Register – April 30, 2021
 - e. Payroll Transmittal – April 30, 2021
 - f. Tax Disbursement – May 4, 2021

Motion by Parr, second by Knapp to approve the Consent Agenda.

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

6. Public Hearings & Actions Requiring Public Hearings

A. Set Public Hearing: CDBG Water Related Infrastructure Grant, May 17, 2021

City Manager Heydlauff stated that we plan to apply for a grant from the MEDC's Community Development Block Grant Water Related Infrastructure Grant Program. The grant would eliminate the Industrial Park lift station, replace and upgrade the Depot Beach lift station, improve water lines along Ance Road, and generally improve water and wastewater system reliability. He stated that a public hearing is required prior to grant submittal.

Chair Kalbfell opened the item to public comment, and none was heard.

Motion by Slater, second by Parr to set a public hearing for Monday, May 17, 2021 at 6pm in the Council Chambers of City Hall to consider public comment on a CDBG Water Related Infrastructure Grant.

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

7. All Other Actions & Requests

A. Event Request: Charlevoix Marathon, June 19, 2021

Jeff Suffolk, Charlevoix Marathon, stated that the Charlevoix Marathon has long been part of the June line-up of events in Charlevoix and COVID safety protocols would be in place.

Chair Kalbfell opened the item to public comment, and none was heard.

Motion by Knapp, second by Bryan to authorize the Charlevoix Marathon to use Bridge Park for a major event on June 19, 2021 and the closure of various streets to accommodate the runners.

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

B. Engineering Contract for Antrim and Mason Streets

DPW Superintendent Elliott stated in the approved 2021/22 budget, we allocated money for the initial engineering for the complete reconstruction of Antrim Street from State Street to Park Avenue. While discussing this project with Performance Engineers Inc. we discovered that if the Antrim Street construction were to happen alone it would create a storm capacity issue on Mason Street. Staff recommended that due to these findings it would be best to engineer both projects at once with the construction timeline to be determined.

Chair Kalbfell opened the item to public comment, and one was heard.

Motion by Parr, second by Knapp to approve the contract with Performance Engineers for the initial engineering of Antrim and Mason Streets for a total of \$156,000.

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

C. Fireworks at Kipke Field, June 6, 2021

Erin Nickel, Senior Safety Net, stated that the group is planning a fun night of drug and alcohol-free activities for the graduating class of 2021 including fireworks at Kipke Field. Charlevoix Public Schools Superintendent Mike Ritter indicated that the school board gave their consent if City Council, Fire, Airport and Law Enforcement all support/approve the request.

Chief Doan and Chief Thorp expressed potential safety concerns, manpower requirements, and answered several questions from Council.

Chair Kalbfell opened the item to public comment, and two were heard not in favor.

After discussion, Council chose not to make a motion, therefore the permit request was denied.

D. Event Request: Boyne Thunder, July 10, 2021

City Manager Heydlauff stated that the Special Events policy contemplates the ability for City Council to approve up to four major events in Bridge Park from Memorial Day to Labor Day. The Boyne Thunder luncheon and sales booth have long been part of the annual calendar of the City and are centered in Bridge Park. As such, approval of this by Council would be one of the four.

Chair Kalbfell opened the item to public comment, and one was heard.

Motion by Parr, second by Slater to authorize Boyne Thunder for the use of Bridge Park for a major event on July 10, 2021.

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

E. Future of 229 Stover Road

City Manager Heydlauff recalled that Council wanted to have additional discussion about future steps for the current DPW Site now that demolition is on the horizon. He and Edgewater Resources suggested that we follow an open process. The City Manager will offer a proposal for Council's consideration at the next meeting.

Chair Kalbfell opened the item to public comment, and three were heard.

F. Recreational Authority Board Appointments

City Manager Heydlauff stated that the Charlevoix Recreational Authority was created in 2004 by Charlevoix and Hayes Townships and the City of Charlevoix for the primary purpose of funding some of the operating expenses of the Charlevoix Area Community Pool. Pursuant to the Authority's Articles of Incorporation, the City of Charlevoix appoints three members--at least one of whom must be a member of the City Council. In 2016, Councilmember Kalbfell was appointed to fill this role and this leaves two additional vacancies. This is a Council appointment and terms are three years in length; appointees must reside within the City. Council agreed to appoint the City Manager as one board member and advertise for the other member.

Chair Kalbfell opened the item to public comment, and none was heard.

Motion by Parr, second by Bryan to appoint Mark Heydlauff to the Recreational Authority Board for a term to expire March 31, 2023.

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

G. Mayoral Appointment

Chair Kalbfell stated that this was a mayoral appointment, and the item would be considered at the next meeting.

8. **Reports & Communications**

A. Public Comments

- Tom Kapanoske felt a left turn arrow was appropriate for Clinton Street
- Darlene Klien expressed safety concerns at the Park and Antrim intersection

B. City Manager Comments

- Congratulations to the DDA for filling all storefronts this summer
- Public Services Facility is on budget and on schedule with an approximate move-in date of June 1

C. Mayor & Council Comments

- Bryan felt the yield to pedestrian signs were ugly and ineffective
- Parr felt that safety on Park Avenue could be addressed with the DNR Michigan Beach Park grant and engineering study
- Knapp and Slater thanked attendees
- Kalbfell stated that there would be a public engagement process for the 229 Stover Road property

9. **Other Council Business**

10. **Adjourn**

The Chair adjourned the meeting at 7:21 p.m.

Joyce M. Golding	City Clerk	Janet Kalbfell	Chair
Special Accounts Payable – 04/20/2021			
AT&T	85.41	PRIORITY HEALTH	41,776.16
CHARLEVOIX STATE BANK	4,967.92	STANDARD INSURANCE CO	2,564.70
CHARTER COMMUNICATIONS	706.07	VERIZON WIRELESS	88.29
DELTA DENTAL	3,558.12	VSP INSURANCE CO. (CT)	560.47
GREAT LAKES ENERGY	285.80	WEX BANK	862.01
HARTFORD, THE	554.43	TOTAL	61,931.19
HOLIDAY COMPANIES	5,836.23		
MONEY LIFE INSURANCE	85.58		
Regular Accounts Payable – 05/04/2021			
AIRGAS USA LLC	78.86	ELLIOTT, PATRICK M.	50.00
ALL-PHASE ELECTRIC	78.57	ELLSWORTH FARMER'S EXCHANGE	259.12
ANDERSON, ELIZABETH A.	50.00	FASTENAL COMPANY	22.22
ANZELL, BETH A.	50.00	FIDELITY GOLF SERVICES LLC	284.00
AT YOUR SERVICE PLUS INC	125.00	GEMINI GROUP LLC	2,863.00
AT&T MOBILITY	806.45	GENE'S AUTO PARTS OF TRAVERSE CITY	757.00
AUTO VALUE	776.55	GOLDING, JOYCE M.	50.00
AVFUEL CORPORATION	32,338.15	GRANICUS	4,950.00
AXON ENTERPRISE INC.	9,967.27	GRIFFITH, JOHN J	50.00
AZZOPARDI, ANTHONY J.	50.00	GRP ENGINEERING INC.	4,192.00
BAY AREA CLEAN CARE	1,750.00	GUSTAVUS, MIKE	100.00
BEHAN WINDOW CLEANING	120.00	HACH COMPANY	1,553.23
BIERER & ASSOCIATES, INC.	2,705.00	HEYDLAUFF, MARK L.	50.00
BLUE BOOK	88.95	HILLING, NICHOLAS A.	100.00
BOUND TREE MEDICAL LLC	998.43	HYDE SERVICES LLC	112.84
BS&A SOFTWARE	1,811.00	IDEXX DISTRIBUTION INC.	1,326.03
BUREAU OF COMMUNITY AND HEALTH	100.00	INDEPENDENT DRAFTING SERVICES	1,920.00
CENTRAL DRUG STORE	73.45	JOHN E. GREEN COMPANY	2,322.00
CHARLEVOIX AGENCY	401.80	JOHNSON, MELISSA A.	50.00
CHARLEVOIX COUNTY TREASURER	165.01	KLOOSTER, ALIDA K.	50.00
CHARLEVOIX SCREEN MASTERS INC	285.00	KNORR, KENT J.	50.00
CHARLEVOIX TOWNSHIP	29.14	KSS ENTERPRISES	336.07
CINTAS	72.39	LANDSCAPE FORMS INC.	250.00
CONWAY PROFESSIONAL SERVICES	708.00	LASER PRINTER TECHNOLOGIES	899.00
CROSSROADS MOBILE MAINTENANCE	5,586.50	LIVINGSTON, BRIAN D.	50.00
DELL MARKETING L P	1,818.69	MATELSKI, KRISTEN L.	50.00
DeROSIA, PATRICIA E.	50.00	MAY, MEREDITH A.	50.00
DOAN, GERARD P.	50.00	MCDERMOTT, DENNIS J.	100.00
DORAN, JUSTIN J.	50.00	McGINN, KELLY A.	50.00
DORNBOS SIGN INC.	71.76	MCLAREN CORPORATE SERVICES SYST	128.00
DOTSON, LINDSEY J.	50.00	MCMULLEN, DONALD R.	50.00
ECONO SIGNS LLC	203.04	MEDLINE INDUSTRIES INC	113.52

DRAFT

METAL HEAD WELDING LLC	1,230.84	SHARROW MASONRY INC	1,875.00
MICHIGAN ASSOC OF PLANNING	300.00	SHOOKS, MICHELLE	235.00
MILLER, WILLIAM S.	50.00	SILVA, JESSE L.A.	50.00
MUNICIPAL UNDERWRITERS OF MICH	1,650.00	STATE AND MASON LLC	1,000.00
NORTHERN A-1 ENVIRONMENTAL SVCS	12,341.50	STATE OF MICHIGAN	30.00
OHM ADVISORS	22,254.25	STEPHENS, LYON G.	50.00
OLSON BZDOK & HOWARD	2,170.00	SUPERIOR MECHANICAL	1,104.18
OTHERSIDE FERTILIZER COMPANY, THE	2,520.00	TARGET SPECIALTY PRODUCTS	588.50
P.K. CONTRACTING	3,416.88	TELNET GROUP INC	300.00
PENINSULA FIBER NETWORK LLC	470.00	TRAVERS, MANUEL J.	50.00
PLUNKETT & COONEY	3,080.00	UNIFIRST CORPORATION	121.15
POSTMASTER	72.05	UP NORTH ASSESSING INC	5,100.00
POWER LINE SUPPLY	3,866.28	USA BLUE BOOK	626.11
PREIN & NEWHOF	680.00	VILLAGE GRAPHICS INC.	422.17
PRESTON FEATHER	1,294.75	WURST, RANDALL W.	50.00
PVS TECHNOLOGIES INC	6,813.20	WYMAN, MATTHEW A.	50.00
QUALITY CAR & TRUCK REPAIR INC	2,409.68	XEROX FINANCIAL SERVICES	168.84
QUILL CORP	114.49	TOTAL	161,351.91
SCHOLEY, ROBERT W.	50.00		
SHANAHAN, CHERYL J.	50.00		

ACH Payments – 04/19/2021 to 04/30/2021

MI PUBLIC POWER AGENCY	27,807.26	VANTAGEPOINT (401 ICMA PLAN)	912.08
MI PUBLIC POWER AGENCY	22,630.94	VANTAGEPOINT (457 ICMA PLAN)	20,508.16
MI PUBLIC POWER AGENCY	230,584.57	VANTAGEPOINT (ROTH IRA)	1,080.76
IRS (PAYROLL TAX DEPOSIT)	46,202.20	MERS (DEFINED BENEFIT PLAN)	74,486.21
ALERUS FINANCIAL (HCSP)	350.00	TOTAL	430,939.50
STATE OF MI (WITHHOLDING TAX)	6,377.32		

Payroll Net Pay – Check Date 04/30/2021

HEYDLAUFF, MARK L.	2,887.53	FREY, DYLAN V.	767.02
GOLDING, JOYCE M.	1,748.81	HART III, DELBERT W.	177.63
DEROSIA, PATRICIA E.	1,234.68	FINNERTY, HOLLY E.	878.33
DOTSON, LINDSEY J.	1,455.10	CRANDELL, ZACKARY R.	823.11
KLOOSTER, ALIDA K.	1,787.66	FRANCE JR, JAMES A.	626.21
GOLOVICH, KAREN J.	974.83	KNORR, KENT J.	1,999.54
BARNEVELD, RICHELLE L.	1,163.85	ANZELL, BETH A.	1,345.76
EDWARDS, MACKENZIE R.	1,882.32	STEBE, LAURA A.	98.12
MILLER, FAITH G.	48.36	MAY, MEREDITH A.	162.54
MCGINN, KELLY A.	1,673.43	MOOAR, ISAAK S.	19.38
DOAN, GERARD P.	2,466.10	COFFEY, JASON J.	354.38
SCHOLEY, ROBERT W.	1,627.57	SHANAHAN, CHERYL J.	237.07
UMULIS, MATTHEW T.	968.97	GILL, DAVID R.	850.27
ORBAN, BARBARA K.	1,225.80	MASSON, DONALD J.	487.85
RILEY, DENISE M.	468.72	LIVINGSTON, BRIAN D.	1,814.94
MUNK, CHRISTOPHER J.	1,307.20	KLOOSTER, PATRICK H.	491.39
SCHICK, TIELER R.	1,509.53	WYMAN, MATTHEW A.	1,871.78
STEWART, MORGAN J.	1,560.62	MILLER, WILLIAM S.	155.88
MATELSKI, KRISTEN L.	1,382.24	DOUGLAS, MARK	898.24
WURST, RANDALL W.	1,230.50	FRATRICK, JOSEPH W.	87.99
MAYER, SHELLEY L.	10,545.66	CARSON, SAWYER J.	1,467.29
HILLING, NICHOLAS A.	1,520.24	MCMULLEN, DONALD R.	1,802.20
MEIER III, CHARLES A.	1,426.93	SILVA, JESSE L.A.	1,601.78
ZACHARIAS, STEVEN B.	1,721.70	JOHNSON, MELISSA A.	189.01
NEWMAN, MARK J.	1,590.43	STEPHENS, LYON G.	623.16
GRIFFITH, JOHN J.	2,995.57	TRAVERS, MANUEL J.	1,439.05
EATON, BRAD A.	2,331.49	STEVENS, JEFFREY W.	189.49
WILSON, TIMOTHY J.	2,908.48	RILEY, CASEY W.	333.40
LAVOIE, RICHARD L.	2,274.39	JONES, LARRY M.	553.09
STEVENS, BRANDON C.	2,427.64	CORNELL, BRITTA J.	995.61
DRAVES, MARTIN J.	2,459.37	MISHLER, MICHAEL. J.	88.10
ANDERSON, ELIZABETH A.	1,234.96	AZZOPARDI, ANTHONY J.	1,120.64
KENWABIKISE, DAVID L.	1,106.38	PECK, JARICA L.	239.05
ELLIOTT, PATRICK M.	3,065.84	DIETZ, AMANDA M.	712.67
SCHWARTZFISHER, JOSEPH	1,078.99	WELLS, JANINNA J.	267.61
BRADLEY, KELLY R.	1,598.42	MOYER, NATHAN I.	1,531.62
HART II, DELBERT W.	1,704.42	HOSLER, ERIK R.	1,332.26
JONES, ROBERT F.	1,171.12	HOLLOWACH, ROGER E.	3,273.25
FARRELL, MITCHELL L.	1,360.98	WHITLEY, ANDREW T.	2,386.58
THORP JR, WILLIAM D.	1,444.94	MORRISON, KEVIN P.	1,047.30
LEITNER, RYAN S.	1,278.46	TOTAL	114,902.48
FERGUSON, ROYCE L.	1,538.53		
DORAN, JUSTIN J.	2,173.13		

DRAFT

Payroll Transmittal – 04/30/2021

4FRONT CREDIT UNION	1,018.00	DISCOVER BANK	274.18
AMERICAN FAMILY LIFE	507.21	MI STATE DISBURSEMENT UNIT	429.88
CALIFORNIA STATE DISBURSEMENT	92.19	MONEY LIFE INSURANCE	356.90
CHAR EM UNITED WAY	90.00	PRIORITY HEALTH	1,574.25
CHARLEVOIX STATE BANK	867.00	TOTAL	5,887.81
COMMUNICATION WORKERS OF AMER	678.20		

Tax Disbursement – 05/04/2021

CHARLEVOIX COUNTY TREASURER	1,917.82	CHARLEVOIX-EMMET ISD	1,120.08
CHARLEVOIX COUNTY TREASURER	8.77	CITY OF CHARLEVOIX - TAXES DUE	3,582.48
CHARLEVOIX DISTRICT LIBRARY	470.28	RECREATIONAL AUTHORITY	91.11
CHARLEVOIX PUBLIC SCHOOLS	3.06	STATE OF MICHIGAN	6,576.96
CHARLEVOIX PUBLIC SCHOOLS	137.28	TOTAL	14,179.62
CHARLEVOIX PUBLIC SCHOOLS	96.08		
CHARLEVOIX PUBLIC SCHOOLS	41.18		
CHARLEVOIX PUBLIC SCHOOLS	134.52		

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: May 17, 2021

RECOMMENDATION:

Motion to approve the accounts payable and payroll check registers.

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
05/10/2021		
133346	CHARTER COMMUNICATIONS	144.98
133347	CITY OF CHARLEVOIX - PETTY CASH	905.08
Total 05/10/2021:		1,050.06
Grand Totals:		1,050.06

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

05/10/21	Special Accounts Payable Run	\$ 1,050.06
05/14/21	Payroll (net pay)	\$ 112,590.77
05/14/21	Payroll Transmittal Checks	\$ 6,029.66
05/18/21	Regular Accounts Payable	\$ 939,073.21

Checks Sub-Total: \$ 1,058,743.70

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

05/03/21	MI Public Power Agency	\$ 20,359.01
05/03/21	AMG Payment Solutions	\$ 25.39
05/03/21	Proximity Space, Inc.	\$ 99.00
05/04/21	Payment Service Network Inc.	\$ 277.70
05/10/21	MI Public Power Agency	\$ 20,721.62
05/11/21	DTE Energy	\$ 4,888.56
05/11/21	State of MI (Sales Tax)	\$ 20,288.48
05/14/21	IRS (Payroll Tax Deposit)	\$ 40,818.95
05/14/21	Alerus Financial (HCSP)	\$ 350.00
05/14/21	State of MI (Withholding Tax)	\$ 6,073.10
05/14/21	Vantagepoint (401 ICMA Plan)	\$ 912.08
05/14/21	Vantagepoint (457 ICMA Plan)	\$ 20,013.39
05/14/21	Vantagepoint (Roth IRA)	\$ 1,080.76

ACH Sub-Total: \$ 135,908.04

Huntington National Bank Total: \$ 1,194,651.74

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

Tax Disbursement	\$ -
Charlevoix State Bank Total:	\$ -

Grand Total: \$ 1,194,651.74

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
05/08/2021	PC	05/14/2021	33068	HEYDLAUFF, MARK L.	102		3,175.97
05/08/2021	PC	05/14/2021	33069	GOLDING, JOYCE M.	106		2,195.53
05/08/2021	PC	05/14/2021	33070	DEROSIA, PATRICIA E.	107		1,065.68
05/08/2021	PC	05/14/2021	33071	DOTSON, LINDSEY J.	109		1,455.10
05/08/2021	PC	05/14/2021	33072	KLOOSTER, ALIDA K.	121		2,175.68
05/08/2021	PC	05/14/2021	33073	GOLOVICH, KAREN J.	122		974.82
05/08/2021	PC	05/14/2021	33074	BARNEVELD, RICHELLE	123		1,249.06
05/08/2021	PC	05/14/2021	33075	MILLER, FAITH G.	142		43.27
05/08/2021	PC	05/14/2021	33076	MCGINN, KELLY A.	146		2,120.13
05/08/2021	PC	05/14/2021	33077	DOAN, GERARD P.	201		2,466.09
05/08/2021	PC	05/14/2021	33078	SCHOLEY, ROBERT W.	204		1,627.58
05/08/2021	PC	05/14/2021	33079	UMULIS, MATTHEW T.	205		1,005.85
05/08/2021	PC	05/14/2021	33080	ORBAN, BARBARA K.	209		1,119.15
05/08/2021	PC	05/14/2021	33081	RILEY, DENISE M.	213		473.38
05/08/2021	PC	05/14/2021	33082	MUNK, CHRISTOPHER J.	215		1,256.95
05/08/2021	PC	05/14/2021	33083	SCHICK, TIELER R.	216		1,346.47
05/08/2021	PC	05/14/2021	33084	STEWART, MORGAN J.	217		1,293.78
05/08/2021	PC	05/14/2021	33085	MATELSKI, KRISTEN L.	230		1,382.25
05/08/2021	PC	05/14/2021	33086	WURST, RANDALL W.	411		1,778.67
05/08/2021	PC	05/14/2021	33087	HILLING, NICHOLAS A.	413		1,791.35
05/08/2021	PC	05/14/2021	33088	MEIER III, CHARLES A.	421		1,303.96
05/08/2021	PC	05/14/2021	33089	ZACHARIAS, STEVEN B.	422		1,369.48
05/08/2021	PC	05/14/2021	33090	NEWMAN, MARK J.	424		1,447.80
05/08/2021	PC	05/14/2021	33091	KENWABIKISE, DAVID L.	428		1,176.51
05/08/2021	PC	05/14/2021	33092	GRIFFITH, JOHN J.	500		2,995.57
05/08/2021	PC	05/14/2021	33093	EATON, BRAD A.	515		2,555.17
05/08/2021	PC	05/14/2021	33094	WILSON, TIMOTHY J.	516		3,161.46
05/08/2021	PC	05/14/2021	33095	LAVOIE, RICHARD L.	519		2,373.28
05/08/2021	PC	05/14/2021	33096	STEVENS, BRANDON C.	521		2,742.50
05/08/2021	PC	05/14/2021	33097	DRAVES, MARTIN J.	523		2,379.88
05/08/2021	PC	05/14/2021	33098	ANDERSON, ELIZABETH	526		1,234.96
05/08/2021	PC	05/14/2021	33099	ELLIOTT, PATRICK M.	600		3,065.84
05/08/2021	PC	05/14/2021	33100	SCHWARTZFISHER, JOS	603		1,011.53
05/08/2021	PC	05/14/2021	33101	BRADLEY, KELLY R.	614		1,432.88
05/08/2021	PC	05/14/2021	33102	HART II, DELBERT W.	616		1,612.12
05/08/2021	PC	05/14/2021	33103	JONES, ROBERT F.	618		1,220.24
05/08/2021	PC	05/14/2021	33104	FARRELL, MITCHELL L.	622		1,360.98
05/08/2021	PC	05/14/2021	33105	THORP JR, WILLIAM D.	623		1,436.99
05/08/2021	PC	05/14/2021	33106	LEITNER, RYAN S.	624		1,560.55
05/08/2021	PC	05/14/2021	33107	FERGUSON, ROYCE L.	625		1,697.38
05/08/2021	PC	05/14/2021	33108	DORAN, JUSTIN J.	634		2,173.13
05/08/2021	PC	05/14/2021	33109	NEDWICK, DAVID J.	642		489.98
05/08/2021	PC	05/14/2021	33110	FREY, DYLAN V.	643		734.37
05/08/2021	PC	05/14/2021	33111	HART III, DELBERT W.	657		914.72
05/08/2021	PC	05/14/2021	33112	FINNERTY, HOLLY E.	669		905.66
05/08/2021	PC	05/14/2021	33113	CRANDELL, ZACKARY R.	691		829.96
05/08/2021	PC	05/14/2021	33114	FRANCE JR, JAMES A.	695		1,191.86
05/08/2021	PC	05/14/2021	33115	RABIDEAU, JACOB L.	696		380.60
05/08/2021	PC	05/14/2021	33116	KNORR, KENT J.	700		1,999.54
05/08/2021	PC	05/14/2021	33117	ANZELL, BETH A.	702		1,345.76
05/08/2021	PC	05/14/2021	33118	STEBE, LAURA A.	703		11.54
05/08/2021	PC	05/14/2021	33119	MCDERMOTT, DENNIS J.	732		1,856.11
05/08/2021	PC	05/14/2021	33120	WHITE III, MARCUS W.	754		308.06
05/08/2021	PC	05/14/2021	33121	MOOAR, ISAAK S.	796		184.13
05/08/2021	PC	05/14/2021	33122	COFFEY, JASON J.	798		480.92
05/08/2021	PC	05/14/2021	33123	SHANAHAN, CHERYL J.	838		536.61
05/08/2021	PC	05/14/2021	33124	GILL, DAVID R.	856		975.92

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/08/2021	PC	05/14/2021	33125	MASSON, DONALD J.	861		408.76
05/08/2021	PC	05/14/2021	33126	LIVINGSTON, BRIAN D.	866		1,814.94
05/08/2021	PC	05/14/2021	33127	STANLEY, MARK J.	867		25.98
05/08/2021	PC	05/14/2021	33128	KLOOSTER, PATRICK H.	868		439.85
05/08/2021	PC	05/14/2021	33129	WYMAN, MATTHEW A.	927		1,710.07
05/08/2021	PC	05/14/2021	33130	MILLER, WILLIAM S.	933		617.21
05/08/2021	PC	05/14/2021	33131	DOUGLAS, MARK	935		898.24
05/08/2021	PC	05/14/2021	33132	FRATRICK, JOSEPH W.	940		511.43
05/08/2021	PC	05/14/2021	33133	CARSON, SAWYER J.	941		1,369.12
05/08/2021	PC	05/14/2021	33134	MCMULLEN, DONALD R.	1000		1,802.21
05/08/2021	PC	05/14/2021	33135	SILVA, JESSE L.A.	1001		1,861.25
05/08/2021	PC	05/14/2021	33136	JOHNSON, MELISSA A.	1004		1,589.09
05/08/2021	PC	05/14/2021	33137	STEPHENS, LYON G.	1005		1,666.81
05/08/2021	PC	05/14/2021	33138	TRAVERS, MANUEL J.	1006		1,902.13
05/08/2021	PC	05/14/2021	33139	STEVENS, JEFFREY W.	1028		313.28
05/08/2021	PC	05/14/2021	33140	RILEY, CASEY W.	1052		626.02
05/08/2021	PC	05/14/2021	33141	JONES, LARRY M.	1057		220.90
05/08/2021	PC	05/14/2021	33142	CORNELL, BRITTA J.	1106		1,378.79
05/08/2021	PC	05/14/2021	33143	AZZOPARDI, ANTHONY J.	1108		1,212.21
05/08/2021	PC	05/14/2021	33144	PECK, JARICA L.	1114		718.75
05/08/2021	PC	05/14/2021	33145	DIETZ, AMANDA M.	1115		941.74
05/08/2021	PC	05/14/2021	33146	WELLS, JANINNA J.	1117		142.06
05/08/2021	PC	05/14/2021	33147	MOYER, NATHAN I.	1118		1,098.50
05/08/2021	PC	05/14/2021	33148	HOSLER, ERIK R.	1122		1,123.36
05/08/2021	PC	05/14/2021	33149	HOLOWACH, ROGER E.	1124		1,793.72
05/08/2021	PC	05/14/2021	33150	JOSLIN, ISABELLE G.	1125		171.79
05/08/2021	PC	05/14/2021	133348	WHITLEY, ANDREW T.	522		2,447.66
05/08/2021	PC	05/14/2021	133349	MORRISON, KEVIN P.	601		1,330.19
Grand Totals:			85				112,590.77

dm

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
05/08/2021	05/14/2021	133350	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,018.00
05/08/2021	05/14/2021	133351	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
05/08/2021	05/14/2021	133351	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	392.61
05/08/2021	05/14/2021	133352	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
05/08/2021	05/14/2021	133353	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/8/20	70.00
05/08/2021	05/14/2021	133354	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	867.00
05/08/2021	05/14/2021	133355	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	652.42
05/08/2021	05/14/2021	133356	DISCOVER BANK	9032	Garnishment: WWR File #040038	303.22
05/08/2021	05/14/2021	133357	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	429.88
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	246.84
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 5/8/2	52.09
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 5/8/202	4.40
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.43
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 5/8/	6.84
05/08/2021	05/14/2021	133358	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 5/8/20	2.96
05/08/2021	05/14/2021	133359	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 5	251.25
05/08/2021	05/14/2021	133360	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,512.63
Grand Totals:		17				6,029.66

Check Number	Payee	Amount
05/18/2021		
133361	3 J ELECTRIC L.L.C.	155.00
133362	A STARS & STRIPES FLAG COMPANY	671.62
133363	ABILITA	4,549.09
133364	ACCUMED GROUP, THE	2,986.87
133365	ACE HARDWARE	5,038.47
133366	ALTEC INDUSTRIES INC	229,691.18
133367	AMERICAN LEGION AUXILLARY	636.00
133368	AMERICAN WASTE INC.	888.40
133369	APX INC.	81.79
133370	AT YOUR SERVICE PLUS INC	375.00
133371	AT&T	1,495.03
133372	AUTO VALUE	808.84
133373	AVFUEL CORPORATION	49,474.31
133374	BEATTY, SCOTT T.	4,237.60
133375	BOUND TREE MEDICAL LLC	559.15
133376	BRADFORD'S	58.50
133377	CARQUEST OF CHARLEVOIX	1,614.88
133378	CDW GOVERNMENT INC.	50.22
133379	CENTRAL DRUG STORE	106.45
133380	CHARLEVOIX COUNTY TREASURER	34.47
133381	CHARLEVOIX UNITED METHODIST CH	50.00
133382	CINTAS CORPORATION	70.24
133383	CITY OF CHARLEVOIX - UTILITIES	35,559.00
133384	CLOTHING COMPANY, THE	100.00
133385	CONWAY PROFESSIONAL SERVICES	2,299.00
133386	DELL MARKETING L P	1,263.55
133387	DIGITAL DOLPHIN	509.85
133388	DITCH WITCH SALES OF MICHIGAN	56.29
133389	DROST LANDSCAPE INC.	75.00
133390	EJ USA INC.	2,312.76
133391	ELLSWORTH FARMER'S EXCHANGE	242.75
133392	F.H. BLACK & COMPANY	410.00
133393	FAMILY FARM & HOME	291.36
133394	FASTENAL COMPANY	29.09
133395	FREEDOM MAILING SERVICES INC.	2,344.65
133396	GREAT LAKES PIPE & SUPPLY	324.12
133397	HACH COMPANY	54.89
133398	HAGEN, SARAH	50.00
133399	HARBOR HOUSE PUBLISHERS	3,998.94
133400	HARRELL'S	5,671.25
133401	HYDRO CORP	539.50
133402	JACK DOHENY COMPANIES	73.97
133403	KORTHASE, ROBERTA	450.89
133404	KSS ENTERPRISES	1,420.77
133405	LAKE HOUSE, THE	75.00
133406	LAKESHORE TIRE & AUTO SERVICE	20.00
133407	LAVOIE, RICHARD L.	73.00
133408	LECLERC, WAYNE	100.00

Check Number	Payee	Amount
133409	LEVANT, NANCY	44.29
133410	MCCARDEL CULLIGAN-PETOSKEY	51.50
133411	MICHAEL MURPHY IV PHOTOGRAPHY	495.00
133412	MICHIGAN MUNICIPAL LEAGUE	2,046.00
133413	MICHIGAN MUNICIPAL LEAGUE	17,242.00
133414	MICHIGAN OFFICEWAYS INC	944.55
133415	MIKES WRECKER SERVICE INC.	637.00
133416	MINERAL MASTERS	1,935.00
133417	MUTT MITT	1,939.75
133418	MYNORTH MEDIA	9,000.00
133419	NAVIA BENEFIT SOLUTIONS	50.00
133420	NORTHERN MICHIGAN HARDWOODS	2,406.00
133421	NORTHERN PUMP SERVICE INC.	1,640.00
133422	OLESON'S FOOD STORES	80.86
133423	OLSON BZDOK & HOWARD	1,224.50
133424	O'REILLY AUTOMOTIVE INC	539.53
133425	PEARSALL, KRISTA	90.27
133426	PENINSULA FIBER NETWORK LLC	470.00
133427	PHYSICIAN'S CLINIC OF CHARLEVOIX	151.00
133428	POWER LINE SUPPLY	13,785.87
133429	POWERPLAN	339.39
133430	PREIN & NEWHOF	870.00
133431	PREVO'S POWER WASHING	359.39
133432	PURITY CYLINDER GASES INC	87.66
133433	QUALITY CAR & TRUCK REPAIR INC	244.63
133434	QUILL CORP	365.89
133435	RANGE TELECOMMUNICATIONS	160.00
133436	RCL CONSTRUCTION CO INC	476,447.62
133437	RESCO	22,673.04
133438	ROTARY CLUB OF CHARLEVOIX	75.00
133439	S&W HEALTHCARE CORPORATION	244.67
133440	SCHOLEY, ROBERT W.	311.24
133441	SCHWARTZFISHER, JOSEPH L.	72.00
133442	SCHWIEN, FRANK & SHARON	100.00
133443	SILVA, JESSE L.A.	52.95
133444	SKI TRAIN DEPOT	10,300.00
133445	SPARTAN DISTRIBUTORS INC	1,210.44
133446	SPARTAN STORES LLC	50.84
133447	STANDARD ELECTRIC CO	1,037.40
133448	STATE OF MICHIGAN	663.92
133449	TAYLOR 12501 LLC	4,417.50
133450	TELNET WORLDWIDE	231.62
133451	VANDINE, VICTORIA	200.00
133452	VILLAGE GRAPHICS INC.	710.39
133453	WILBERT BURIAL VAULT CO	985.66
133454	ZITKA, EMILY	75.00
133455	ZIXCORP	35.10

Check Number	Payee	Amount
Total 05/18/2021:		939,073.21
Grand Totals:		939,073.21

Check Number	Payee	Amount
05/03/2021		
50321001	MICHIGAN PUBLIC POWER AGENCY	20,359.01
50321002	AMG PAYMENT SOLUTIONS	25.39
50321003	PROXIMITY SPACE INC.	99.00
Total 05/03/2021:		20,483.40
Grand Totals:		20,483.40

Check Number	Payee	Amount
05/04/2021		
50421001	PAYMENT SERVICE NETWORK INC.	277.70
Total 05/04/2021:		277.70
Grand Totals:		277.70

Check Number	Payee	Amount
05/10/2021		
51021001	MICHIGAN PUBLIC POWER AGENCY	20,721.62
Total 05/10/2021:		20,721.62
Grand Totals:		20,721.62

Check Number	Payee	Amount
05/11/2021		
51121001	DTE ENERGY	4,888.56
51121002	STATE OF MICHIGAN	20,288.48
Total 05/11/2021:		25,177.04
Grand Totals:		25,177.04

Check Issue Date	Check Number	Payee	Amount
51421001			
05/14/2021	51421001	**EFTPS* Payroll Taxes	10,703.32
05/14/2021	51421001	**EFTPS* Payroll Taxes	10,703.32
05/14/2021	51421001	**EFTPS* Payroll Taxes	2,503.20
05/14/2021	51421001	**EFTPS* Payroll Taxes	2,503.20
05/14/2021	51421001	**EFTPS* Payroll Taxes	14,405.91
Total 51421001:			
	5		40,818.95
51421002			
05/14/2021	51421002	Alerus Financial	350.00
Total 51421002:			
	1		350.00
51421003			
05/14/2021	51421003	STATE OF MICHIGAN	6,073.10
Total 51421003:			
	1		6,073.10
51421004			
05/14/2021	51421004	Vantagepoint - 401 Plan 109153	912.08
Total 51421004:			
	1		912.08
51421005			
05/14/2021	51421005	Vantagepoint - 457 Plan 300959	5,251.00
05/14/2021	51421005	Vantagepoint - 457 Plan 300959	2,636.18
05/14/2021	51421005	Vantagepoint - 457 Plan 300959	4,168.40
05/14/2021	51421005	Vantagepoint - 457 Plan 300959	7,957.81
Total 51421005:			
	4		20,013.39
51421006			
05/14/2021	51421006	Vantagepoint - Roth IRA 706117	1,080.76
Total 51421006:			
	1		1,080.76
Grand Totals:			
	13		69,248.28



CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Completion of the Pine River Lane Project

DATE: May 17, 2021

BACKGROUND:

In the approved 2021/22 budget we have allocated money for the completion of the Pine River Lane project. This work generally consists of removing a section of old asphalt up to the north/south crosswalk, regrading that area, structure adjustments and then laying the top course of asphalt on the entire area.

We are currently under contract with Elmer's Crane and Dozer to complete the Palmer Lot project as well. In discussions with them, they were agreeable to using the same unit costs as were competitively bid for the Palmer Lot for the completion of the Pine River Lane work. This basically means we would create a change order for the Palmer Lot project to cover the cost of the Pine River Lane completion. By doing so we eliminate the need to pay for engineered drawings and specifications, bidding that work out, while still realizing competitively bid unit prices.

RECOMMENDATION:

Motion to approve a change order with Elmer's Crane and Dozer for \$73,883 for the completion of the Pine River Lane project.

ATTACHMENTS:

- ▣ Pine River Lane Completion Cost

Elmer's Crane And Dozer, Inc.

3600 Rennie School Road
Traverse City, MI 49685

To:	CITY OF CHARLEVOIX	Contact:	Pat Elliott
Address:	210 State Street Charlevoix, MI 49720	Phone:	(231) 547-3260
Project Name:	Palmer St Parking Lot Improvements - Charlevoix	Fax:	
Project Location:	Palmer St, Charlevoix, MI	Bid Number:	
		Bid Date:	8/11/2020

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	101	Mobilization	1.00	LS	\$6,850.00	\$6,850.00
	102	HMA Surface, Rem.	550.00	SY	\$3.50	\$1,925.00
	103	Excavation And Roadway Grading	573.00	SY	\$22.00	\$12,606.00
	104	Water Box, Adj.	3.00	EACH	\$147.00	\$441.00
	105	Structure Cover, Adj.	5.00	EACH	\$300.00	\$1,500.00
	106	24" Dia. Dry-Well W/Casting	1.00	EACH	\$2,700.00	\$2,700.00
	107	6" 22A Agg Base	573.00	SY	\$9.00	\$5,157.00
	108	HMA, 4E1	52.00	TON	\$135.00	\$7,020.00
	109	HMA, 5E1	302.00	TON	\$110.00	\$33,220.00
	110	Hand Patching	7.00	TON	\$300.00	\$2,100.00
	111	Restoration	52.00	SY	\$7.00	\$364.00

Total Bid Price: \$73,883.00

Notes:

- Proposal includes all items listed complete unless noted partial.
- Proposal excludes Bonds, special insurance, pavement marking, testing, QA/QC
- Final contract to be based on actual quantities placed

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Elmer's Crane And Dozer, Inc. Authorized Signature: _____ Estimator: Blaine Shotwell bs2465@teamelmers.com
---	---

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Clerk/Assistant to the City Manager Job Description

DATE: May 17, 2021

BACKGROUND:

With the planned retirement of our City Clerk later this year, the job description has been reviewed and updated in preparation for the recruitment process.

RECOMMENDATION:

Motion to adopt the City Clerk/Assistant to the City Manager Job Description as presented.

ATTACHMENTS:

- ▣ City Clerk/Assistant to the City Manager Job Description

CITY OF CHARLEVOIX

Title: City Clerk/Assistant to the City Manager
FLSA: Exempt
STATUS: Full-time, non-union
Department: Clerk and City Manager
Reports To: City Manager
Date: May 17, 2021

This position serves as the Charlevoix City Clerk including election administration and custodian of official records. The position also provides executive-level administrative support to the City Manager and project management as directed. The City Clerk is appointed by the City Council but supervised and answerable to the City Manager.

City Clerk

Purpose

The City Clerk performs all duties of a City Clerk as required by federal and state statutes and the City Charter and City Code. The Clerk is the chief elections official for the City and administers all elections as required. The Clerk is the custodian of all City records and ordinances; Clerk is also responsible for all meeting minutes of City Council and ensuring minutes are recorded and archived for all other public bodies of the City. The Clerk supervises election officials, a Deputy Clerk and others as assigned.

Scope and Environment

The incumbent has considerable contact with the City Council, department heads, election officials, and the public. Duties require tact and discretion to research and resolve issues. The City Clerk duties are task-oriented, dependent on a particular situation, and are generally of a clerical/administrative nature. Many of those tasks have mandated deadlines. Considerable attention to detail and careful time management are also required to meet deadlines and to respond to issues in a timely manner. The incumbent operates a computer and standard office equipment. Work is performed in a cubicle/office environment. Essential functions may require walking, standing, or sitting for prolonged periods of time and lifting a standard-sized box of records or election equipment. Concentration may be interrupted by phone calls and walk-ins.

Essential Functions

- Plans and administers federal, state, and local elections including notices, ballots, test decks, maintenance of equipment, absentee voter process, personnel training, and election day oversight.
- Administers current voter registration in compliance with state law, issuance of voter identification cards, maintenance of master cards, processing of cancellation/ confirmation notices, and maintenance of Qualified Voter File.
- Serves as Clerk to the City Council: attends all regular and special Council meetings and work sessions, records and transcribes minutes, resolutions, and ordinances in official records; provides administrative assistance to City Council members as needed.
- Assists in preparing agenda packet for City Council meetings.
- Ensures minutes, notices, and agendas are created for all other public bodies of the City.
- Posts notices of all City meetings, public hearings, ordinances, or other municipal matters in accordance with the Open Meetings Act, City Charter and applicable statutes.
- Serves as Freedom of Information Act (FOIA) Coordinator; responds to requests for information according to policies and laws regarding access to public information.
- Maintains up-to-date content on the City Clerk and Election web pages
- Oversees and administers the City's licensing program including liquor licenses, City licenses and mass gathering permits.
- Facilitates appointments to boards, committees, and commissions; monitors terms of office; coordinates

activities and communications related to the appointment of members; maintains records.

- Oversees cemetery lot sales and maintenance of permanent records for the cemeteries.
- Serves as custodian of official City records and public documents; performs certification and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring City certification.
- Catalogs and files all City records; administers City's record retention and disposal policy pursuant to state statute; coordinates records maintenance across departments.
- Administers oath of office for City Council, commissions, boards and committees; maintains custody of official City Seal.
- Develops and administers budget for the City Clerk's office and Elections.
- Maintains schedule of expiring contracts and documents.
- Serves as signatory on all City contracts, agreements, ordinances, resolutions, checks and related documents; maintains and codifies all ordinances in the Municipal Code.
- Facilitates processes for City Charter amendments, street abandonments, deed restrictions, and tax abatements.
- Attends professional development workshops and seminars; remains current on legal changes, principles, practices, and developments in the field.
- Assigns new street names and addresses as needed; confirms existing addresses upon request.
- Other duties as assigned.

Assistant to the City Manager

Purpose

The Assistant to the City Manager provides executive level administrative support to the City Manager and other staff, responds to public inquiries, and manages projects and policy areas as directed.

Scope and Environment

The Assistant to the City Manager performs key office management functions in the City Manager's Office including frequent public interaction, document management, preparing written communications, agenda management, and other activities as assigned. Responds and manages follow-up on inquiries from staff, City Council, and the public. Manages the procurement and surplus property process. Directs, oversees, and manages special projects and policy areas on behalf of the City Manager.

Essential Functions

- Provides executive-level administrative support to the City Manager and for other City staff as the City Manager may from time to time designate.
- Manages mail and correspondence for the City Manager's office.
- Manages and directs the procurement and surplus property disposal policy for the City.
- Answers phones and responds to public inquiries or complaints; makes referrals to appropriate staff.
- Manages and administers various board and commission agendas; represents the City Manager in front of some boards and committees as assigned.
- Management of a portfolio of projects and public policy initiatives which may change and develop overtime.
- Other duties as assigned.

Knowledge, Skills and Abilities

- Excellent written and oral communication skills.
- Customer service orientation and strong interpersonal skills.
- Strong organizational skills, including time-management.
- Knowledge of City services, organizational structures and general operations to effectively assist the public.
- Knowledge of general office operations and clerical best practices.
- Ability to follow oral and written instructions, prioritize demands, problem-solve, and work independently.
- Ability to exercise discretion and maintain confidentiality.
- Working knowledge of the principles and practices of modern public administration; broad knowledge of office practices and procedures.
- Clear understanding of the Open Meetings Act and Freedom of Information Act.

- Ability to acquire knowledge of the provisions of the City Charter, City Ordinances, official City policies, and federal, state, and local laws.
- Proficiency in the use of computer systems and related software including Microsoft Office, Michigan Qualified Voter File, and the use of standard office equipment.
- Skill in maintaining record keeping and document retention according to statutory requirements.
- Ability to establish and maintain effective working relationships, as well as use of good judgment, initiative and resourcefulness when dealing with City officials, City staff, other professionals, and the general public.
- Capacity to critically assess situations and solve problems, and work effectively under stress, within deadlines, and changes in work priorities.
- Skill in overseeing and coordinating the work of others.
- Ability to attend meetings outside of normal business hours and work long and irregular hours associated with elections.

Preferred Qualifications

- Previous experience working in a municipal and/or public service environment is preferred.
- Master of Public Administration strongly preferred; bachelor's degree in relevant field preferred; combination of education and extensive experience will also be considered.
- Certification as a Municipal Clerk is desired: MiPMC, CMC or MMC; training and on-the-job certification will be considered as necessary.
- Michigan Election Officials Accreditation is highly desirable.
- Previous supervisory experience is desired.
- Certification as a Notary Public or ability to earn a certification.
- Valid Michigan Driver's License.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council approved: *pending*

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Public Hearing: CDBG Water Related Infrastructure Grant, May 17, 2021

DATE: May 17, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The grant would eliminate the Industrial Park lift station, replace and upgrade the Depot Beach lift station, improve water lines along Ance Road, and generally improve water and wastewater system reliability. Since we are a designated low/moderate income community, we are able to qualify for funding through the Community Development Block Grant program. We are proposing a 25% local match for this project which would come from a combination of the water, waste water, and infrastructure funds.

RECOMMENDATION:

Motion to approve Resolution 2021-05-02 and submit the MEDC Community Development Block Grant Water Related Infrastructure Grant application.

ATTACHMENTS:

- ▣ Resolution

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-05-02
COMMUNITY DEVELOPMENT BLOCK GRANT AUTHORIZING RESOLUTION

- WHEREAS,** the Michigan Strategic Fund has invited Units of General Local Government to apply for its Water-Related Infrastructure (WRI) Competitive Funding Round; and
- WHEREAS,** the City of Charlevoix desires to request \$1,329,750.00 in CDBG funds to construct public water and sewer system improvements known as the Depot Beach Lift Station Improvement and Industrial Park Lift Station Removal and Ance Road Improvements project; and
- WHEREAS,** the proposed project is consistent with the local Community Development Plan as described in the Application; and
- WHEREAS,** the proposed project will benefit all residents of the project area and 53.78 percent of the residents of the City of Charlevoix are low and moderate income persons as determined by census data provided by the U.S. Department of Housing and Urban Development; and
- WHEREAS,** local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan Economic Development Corporation.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby designates the City Manager as the Environmental Review Certifying Officer, the person authorized to certify the Michigan CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

RESOLVED this 17th day of May 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: 229 Stover Road Study

DATE: May 17, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

With demolition soon planned for the existing buildings at 229 Stover Road, this proposal from Edgewater Resources will give the public an opportunity to help plan for the future of the site. The proposal aims to look at housing as an option along with opportunities to expand boat launch and recreation areas (and any combination of these). Edgewater is experienced in working in our community having developed the master plan for Lake Michigan Beach Park and also having studied the BIBCO question in this same area.

RECOMMENDATION:

Motion to approve the 229 Stover Road and Ferry Avenue Corridor Study Proposal from Edgewater Resources.

ATTACHMENTS:

- ▣ 229 Stover and Ferry Avenue Corridor Proposal

Revised May 12, 2021

City of Charlevoix
Mark L. Heydlauff
210 State Street
Charlevoix, MI 49720
Sent via email to markh@charlevoixmi.gov

Subject: Ferry Beach Boat Launch, Parking Lot, DPW site, and Park Corridor Study

Dear Mark:

Thank you for the opportunity to provide this proposal for services related to the site data collection, public input, and preparation of a feasibility study for the Ferry Avenue corridor at the Charlevoix Municipal Boat Ramp at Ferry Beach Park. We understand that the scope of work includes recommendations for conversion of the Street Department site, exploring alternatives such as selling the property for residential development to help address the identified housing needs in the area, converting the site to uses supporting existing park and boat launch, or some combination thereof. It is assumed that the renovated restaurant and Backlot Beer Garden, with potential as a cornerstone for activity in the area, will remain. The study will also consider support and promotion of the Monday night Farmer's Market in Ferry Beach Park.





SCOPE OF WORK

We propose to complete the following scope of work:

Task 1 – Site Evaluation and Project Kickoff Meeting

We will meet with City representatives to identify your goals for the project. Project schedule and deliverable timelines will be established. We will visit the project site to better understand the existing conditions at the project site and discuss potential strategies for achieving your goals. The initial site inspection will be performed by a licensed landscape architect to observe the current condition of the site. Our summary memorandum will note our observations, apparent issues to be addressed, and outline potential approaches for achieving the project goals. The site inspection will not include any subsurface investigation, survey, or determination of the structural condition of any existing seawalls or structures.

Deliverables:

- Meeting minutes with study work plan
- Summary memo of site investigation

Task 2 – Public Input and Program Development

In this task, we will utilize our extensive contact list developed through public outreach efforts on other local projects, such as the BIBCO Ferry Dock study, to gather public input on site programming alternatives. By working with the community early in the design process, we aim to listen to all ideas and concerns to develop the best possible use of the project site and gain public support for proposed improvements. The Charlevoix community is very involved and active in providing input on municipal planning projects, and to reach the most people we propose to conduct an online survey as a visioning study for the project, prior to development of concept alternatives. The survey will contain 20-30 questions and photos for comment, to be completed in approximately 10-15 minutes. We will develop this survey with input from City stakeholders and will advertise the survey through City website, email, social media, and local newspaper. Hard copies will also be made available as needed. Once survey is complete, results will be summarized for public presentation. Results of the survey will also be used to develop site program and determine need for additional park recreation opportunities and optimal parking layout and location.

Deliverables:

- Online survey via Surveymonkey.com or similar
- Survey results summary
- Public meeting held in-person, or online if Covid restrictions require it, with presentation of survey results and discussion of concept alternatives for review and comment



Task 3 – Conceptual Design and Feasibility Assessment

We will work with the City on scope of work for the parking lot and determine alternatives for the City's Street Department property and how they will be incorporated into the site improvements. We would then create Concept Design Alternatives based on design criteria established from previous tasks. Edgewater is also able to provide feasibility assessment services to help determine the long-term cost/benefit analysis of each alternative. Site alternatives will be presented at a public meeting for review and comment.

Deliverables:

- Up to three (3) Concept Design Alternatives for review
- Draft Feasibility Assessment

Task 4 – Corridor Study Document

Conceptual site alternatives will be refined based on client and public input, and will be prepared in a final letter-size color document. The site plan will have information which will define the construction limits, material requirements and estimated quantities. This task also includes the preparation of a construction cost estimate of the final design for your use in budgeting. This task will continue coordination with GLPF representatives to integrate stormwater BMPs into the final grading and planting plans for the parking lot.

Deliverables

- Corridor study document, both hard copy and pdf, with final Feasibility Assessment
- Construction cost estimate



FEES

We propose to complete the scope of work outlined above at our standard hourly rates and will not exceed the budgets outlined below without prior written authorization, excluding reimbursable expenses. Reimbursable expenses for printing, travel, etc. will be billed at the cost incurred with no additional markup. For tasks 1-4, we would recommend an expense budget of \$1,800.

Task 1 – Site Evaluation and Project Kickoff Meeting	\$ 4,790
Task 2 – Public Input/Program Development	\$ 8,400
Task 3 – Conceptual Design and Feasibility Assessment	\$ 12,640
Task 4 – Corridor Study Document	\$ 10,800
 TOTAL	 \$ 36,630

SCHEDULE

We are ready to commence work immediately. We look forward to your favorable review of this proposal and appreciate the opportunity to be of service. Your signature below and return of one signed copy of this letter, will authorize us to proceed. We will invoice on a monthly basis. If you have any questions, please feel free to contact our office.

Sincerely,

Greg Weykamp, ASLA, LEED AP

ACCEPTED BY: _____

DATE: _____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Fireworks at Kipke Field, June 6, 2021

DATE: May 17, 2021

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

This topic was discussed while I was out of town at the last meeting. I understand there may be things that I have not understood from the previous discussion. However, some of the parents feel this is important and they have received what appears to be significant support from the neighbors, which I understood to be one of the concerns about the proposal at the last meeting.

I did speak to our Fire Chief. We discussed that these were consumer fireworks that anyone can fire off from their back yard on the weekend prior to graduation. He indicated that he would likely still want to have three trucks with 15 guys there to cover all bases.

From the previous meeting packet:

The Senior Safety Net group is planning a fun night of drug and alcohol free activities for the graduating class of 2021. The event has been taking place for many years. It is also commonly known as the All-Night Senior Party.

Since graduation will take place at the football field this year, the tentative plan is to allow time after graduation for the students to take pictures, visit, and change. Then show a movie for the seniors on the scoreboard while they enjoy some Dairy Grille ice cream and close the night with some celebratory fireworks. Finally, we will be loading the kids up on charter busses for a fun day at Cedar Point.

Charlevoix Public Schools Superintendent Mike Ritter indicated that the school board has given their consent provided that City Council, Fire, Airport and Law Enforcement all support/approve the request.

Chief Doan and Chief Thorp have reviewed the fireworks application and a memo is attached with their findings. The Airport Manager provided further direction to the applicant if City Council chooses to approve the license.

If Council chooses to approve the application, Staff recommends that approval be based on the following conditions:

- Recognition that the Fire Chief, in his sole discretion, can cancel, postpone, delay, or modify any display based on safety and weather conditions on the night of the event.
- Advance compliance with conditions set by the Airport Manager for the issuance of a NOTAM.

RECOMMENDATION:

Council discussion and direction

or

Motion to authorize the City Clerk to issue a permit for the 2021 fireworks display at Kipke field as

presented with the conditions recommended by City Staff.

ATTACHMENTS:

- ▣ Fireworks Neighborhood Petition
- ▣ Dhaseleer email
- ▣ Application
- ▣ Superintendent Ritter Letter
- ▣ Chief Doan Letter
- ▣ Airport Manager Wyman Letter

Would you be willing to support a 15 minute show of consumer grade fireworks during the post graduation celebration on Sunday, June 6th at Kipke Field.

Scanned with CamScanner

Class of 2021 - Post Graduation Fireworks Celebration

Would you be willing to support a 15 minute show of consumer grade fireworks during the post graduation celebration on Sunday, June 6th at Kipke Field.

[illegible]

From: Josh Dhaseleer <tennilleandjosh@gmail.com>

Date: Sunday, May 9, 2021 at 10:35 PM

To: Luther Kurtz <lutherk@charlevoixmi.gov>

Subject: fireworks petition

Good Evening Luther.

At the last city council meeting it was brought up that the neighbors in the area of the proposed display would likely be upset by having a fireworks show in their neighborhood as part of the senior graduation celebration. On Saturday, May 8, Erin Nickel and I visited each house on Carpenter and May Streets that are directly adjacent to the school property and Kipke Field. As you can see on the attached petitions, we had overwhelming support for this event. We made contact at all but a couple of the houses and every single one of them happily signed. Several of them expressed well wishes for the seniors and thought a fireworks show would be a fun way to honor them. Due to the overwhelming community support, we are asking that the city council please reconsider their support for the fireworks show and help us to celebrate the senior class.

Sincerely,

Joshua Dhaseleer and The Senior Safety Net

2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

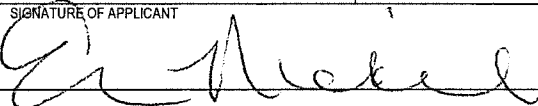
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

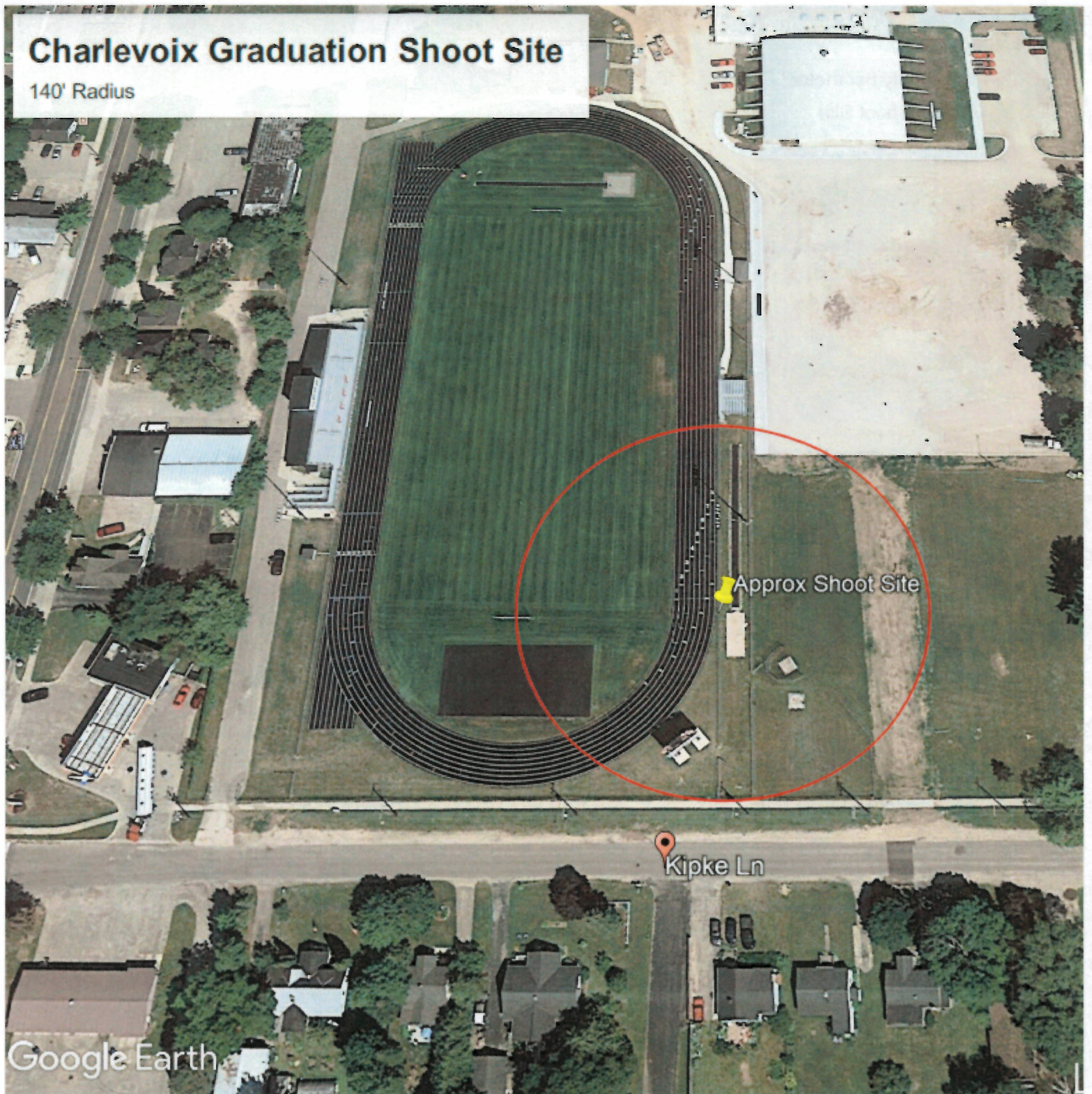
TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks
- ☒ Public Display ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Senior Safety Net		ADDRESS OF APPLICANT 12727 Pine Ridge Dr Charlevoix, MI 49720	AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES (42 yo) ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Erin Nickel		ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 3132 Marion Center, Charlevoix, MI 49720	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Joshua Dhaseleer		ADDRESS OF PYROTECHNIC OPERATOR 1055 skiel rd Charlevoix, MI 49720	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES (45yo) ☐ NO
NO. YEARS EXPERIENCE 10+	NO. DISPLAYS 50+	WHERE Throughout Michigan	
NAME OF ASSISTANT Eric Smith		ADDRESS OF ASSISTANT 01110 Forest Ridge Trail, Charlevoix, MI 49720	AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES (20yo) ☐ NO
NAME OF OTHER ASSISTANT None		ADDRESS OF OTHER ASSISTANT None	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
EXACT LOCATION OF PROPOSED DISPLAY South End of Kipke Field (see attached Display Site)			
DATE OF PROPOSED DISPLAY June 6, 2021 (Rain: TBD)		TIME OF PROPOSED DISPLAY Approx. 10:30pm	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT Stored at federally licensed facility until date of display.			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY McGowan Allied Specialty	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 140 Fountain Parkway, North Suite 570 St Petersburg FL 33176			
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)	
Approx. 50		Consumer Cakes 2" or smaller	
Approx. 90		Consumer 1.75" shells	
SIGNATURE OF APPLICANT 		DATE 4-20-21	

Charlevoix Graduation Shoot Site

140' Radius





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Allied Specialty 140 Fountain Parkway, North Suite 570 St Petersburg FL 33176	CONTACT NAME: Brenda Thomas PHONE (A/C, No, Ext): 727-547-3034 FAX (A/C, No): 727-367-2918 E-MAIL ADDRESS: bthomas@mcgowanallied.com														
INSURED Great Lakes Fireworks, LLC 24805 Marine Eastpointe MI 48021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : T.H.E. Insurance Company</td> <td style="text-align: center;">12866</td> </tr> <tr> <td>INSURER B : Accident Fund Insurance Company of America</td> <td style="text-align: center;">10166</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : T.H.E. Insurance Company	12866	INSURER B : Accident Fund Insurance Company of America	10166	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : T.H.E. Insurance Company	12866														
INSURER B : Accident Fund Insurance Company of America	10166														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 124955345 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP0100711-11	1/15/2021	1/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 0	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 0																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 10,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP0100711-11	1/15/2021	1/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ELP0010168-11 VL	1/15/2021	1/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ARP1200148040-02 MI	1/15/2021	1/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
☒ PER STATUTE	☐ OTH-ER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
A	Excess liability GL			ELP0011852-06 GL	1/15/2021	1/15/2022	Ea Occur/Agg Limit														
A	Inland Marine / Hull			CPP0100711-11 CPP010071111	1/15/2021 1/15/2022	1/15/2022 1/15/2022	Hull Limit/Show Limit														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: June 6, 2021 Rain Date: TBD Location: South End of Kipke Football Field

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

City of Charlevoix including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Charlevoix Public Schools including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Senior Safety Net including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities.

Cert # : 21017

CERTIFICATE HOLDER

CANCELLATION

Senior Safety Net
 104 E St. Marys Drive
 Charlevoix MI 49720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

GREAT LAKES FIREWORKS

24805 Marine • Eastpointe, MI 48021 • Office: 586.779.8062 • Fax: 989.726.5041 • greatlakesfireworks.com

FIREWORKS DISPLAY HOLD HARMLESS AGREEMENT

I, Bruce Tyree, state that I am the authorized agent for Great Lakes Fireworks, LLC, which is duly organized under the State of Michigan as a Limited Liability Corporation (LLC) and am authorized to bind it to this Hold Harmless Agreement.

Great Lakes Fireworks, LLC, having been issued a permit and license to explode fireworks and/or fireworks displays by the City of Charlevoix, do hereby agree to hold the City of Charlevoix harmless from any and all liability resulting from the use of said fireworks and/or fireworks displays within the permitted area.

Great Lakes Fireworks, LLC further agrees to indemnify and hold harmless the City of Charlevoix, Charlevoix Public Schools, Senior safety Net, including all its agents, and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of the explosion, construction of, and dismantling of said fireworks and/or fireworks displays as a result of the issuance of said permit.

Great Lakes Fireworks, LLC further state that it has insurance to cover liability for the above stated activity in the amount of \$5,000,000.

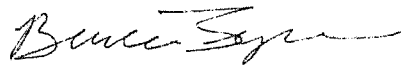
A true copy of the Certificate of Insurance is attached indicating the Municipality and applicable associations, recreations, or committees formed by the municipality to organize the “event” named as additional insured on all liability policies.

EVENT NAME: Charlevoix Graduation

EVENT DATE(S): June 6, 2021 (Rain: N/A)

EVENT TIME(S): Approximately 10:30 pm

Dated this 20th day of April, 2021.



Bruce Tyree, Member

Joyce Golding

From: Mark Heydlauff
Sent: Tuesday, April 27, 2021 2:03 PM
To: Joyce Golding
Subject: FW: School Facility Usage - Approval

Please include with the Council packet.

Mark L. Heydlauff
City Manager
City of Charlevoix

From: Ritter, Michael <mritter@rayder.net>
Sent: Tuesday, April 27, 2021 9:49 AM
To: Mark Heydlauff <markh@charlevoixmi.gov>
Subject: Re: School Facility Usage - Approval

Mark,

That is a true statement, if the City of Charlevoix, Fire, Airport, and Law Enforcement support/approve their request. The group is not school affiliated, but of course very supportive of our graduates!

Call me with any questions.
Mike

On Mon, Apr 26, 2021 at 4:48 PM Mark Heydlauff <markh@charlevoixmi.gov> wrote:

Mike-

Thanks for the email and sorry for my delay last week. We're getting the new EMS Authority up and running and it has taken much of my time.

Based on this email, the requests we've had for a fireworks display and your voicemail, I understand the school board is giving their consent for firework to be launched on school property for viewing by folks in the football field. Is that correct?

MH

Mark L. Heydlauff
City Manager

From: Ritter, Michael <mritter@rayder.net>
Sent: Tuesday, April 20, 2021 3:08 PM
To: Mark Heydlauff <markh@charlevoixmi.gov>
Subject: School Facility Usage - Approval

Mark,

Last night during our regular meeting, the board of education approved the Safety Net Parent Committee's request for use of Kipke field, including the use of the bleachers and scoreboard. The board included in the approval that the Safety Net committee could provide any legally approved activities that also had the approval of the City of Charlevoix.

Please don't hesitate to call me with questions. If you require the actual motion, I can get that from my administrative assistant.

Respectfully,

Mike

--

Michael Ritter

Superintendent

Charlevoix Public Schools

104 E. St. Mary's Dr.

Office 231.547.8101

Cell 231.690.6348

Joyce Golding

From: Gerard Doan
Sent: Tuesday, April 27, 2021 2:06 PM
To: Joyce Golding

Good Afternoon Joyce

I have surveyed the proposed fireworks site located at Kipke field for the Charlevoix Graduation night on June 6, 2021. The proposed site according to the drawing dose have the required setbacks for a safety drop zone for the proposed fireworks described in the application. I have spoken with Fire Chief Dan Thorp and advised him of my findings. The Fire Chief did state he would have fire personal on scene during the fireworks if the application is granted. Thank you Gerard



4/23/2021

Good afternoon

We spoke on the phone recently regarding your desire for firework display at the Charlevoix Football field on June 6th, 2021. The display is to celebrate the graduation for this year's Seniors.

In our conversation, you stated the display to start roughly around 10:30pm and last roughly 15 minutes, ending on or around 10:45pm. You also stated the display height would range from 20' up to 150'. In consideration of this information, the Charlevoix Airport has no objection.

Should your event be approved by City Council, for the purposes of posting a NOTAM (Notice to Airmen), we do request you provide us with the following information within 72hrs of the proposed display time:

- Latitude and Longitude of the proposed launch location
- Proposed start and stop times.
- Altitude of highest proposed display
- Radius of proposed display

The information needs to be as accurate as you can provide, as this information is shared with any pilot flying in or around Charlevoix, that evening. Should you have any questions, please do not hesitate to reach out to me.

Kind Regards,

Matthew Wyman

Matthew A. Wyman
Airport Manager
Charlevoix Municipal Airport
(231) 547-3605

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Lease Agreement with Enterprise Fleet Management

DATE: May 17, 2021

PRESENTED BY: Patrick M. Elliott, Public Works Superintendent

BACKGROUND:

In the approved 2021/22 budget we have allocated funds for the purchase of two 3/4 ton pickup trucks and a one-ton dump truck. These vehicles will be used by both the Electric Department and the Public Works Department.

Our typical approach to purchasing vehicles has been to purchase new and run them until they have little to no value and then auction them off. This is typically a 10-15 year cycle and sometimes longer.

Over the last few months City staff met with a consultant from Enterprise Fleet Management to look at different options for managing our motor pool fleet. Enterprise is offering a program to lease our vehicles through them vs. outright purchase. With this program and with their fleet manager's experience/knowledge of the vehicle industry we would lease vehicles for a certain amount of time and then sell them when they would have the highest retail value. This is typically in the 3 to 5 year range depending on the specific vehicle. We have also reached out to several communities that have transitioned their fleet with Enterprise and all have been very happy with the results.

Below are some of the benefits of this program compared to our current approach. These are not listed in any order.

- Up front cash flow improvements due to a lease payment vs. the up front cash outlay with an outright purchase.
- Eventually the overall age of our fleet would be greatly reduced. This improves vehicle safety and safety components, emissions output, fuel consumption, lower maintenance cost, more reliable vehicles and overall appearance of our fleet.
- Maximize resale value based on the market vs. running the vehicle to the end of its life cycle with very little value remaining.
- We can purchase/lease these vehicles at or below MIDEAL pricing.
- New equipment is taken care of better than old worn out equipment.

Our approach to this change would be to start out slow and gradually work into the program. For the first year we would plan to lease two 3/4 ton pickup trucks and one one-ton dump truck. There is no obligation to use the lease agreement but we can use it when it seems appropriate for acquisition.

RECOMMENDATION:

Motion to approve the Master Equity Lease Agreement with Enterprise Fleet Management and to lease two 3/4 ton pickup trucks and one one-ton dump truck.

ATTACHMENTS:

- ▣ Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Van Pelt Alley Safety

DATE: May 17, 2021

PRESENTED BY: Jonathan Scheel, Zoning Administrator

BACKGROUND:

The City has received a request from two businesses located in Van Pelt Alley - BLOOM & The Cantina - to block off the space between their two buildings for pedestrian use only. Currently, limited operating capacity that the businesses must adhere to for proper social distancing, which has resulted in more pedestrians populating the alley. There continues to be instances that vehicles are attempting to drive through the area that raise safety concerns.

The businesses request that the closure be in place through October of this year.

I spoke to Superintendent of Public Works Pat Elliott who stated that last summer's closure did not pose any inconvenience to his department, but that the fixtures still need to be moved easily in case Public Works needs access to water service in the area for any reason. Movable flower boxes will be used to block off the alley, same as in 2020.

Chief Doan was again consulted for emergency access considerations and was content with last year's closure and has no issues with closure this season.

I reached out to Lindsey Dotson, Director of the Charlevoix Main Street DDA who stated the DDA Board still supports the idea of closure.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve temporary closure to vehicular traffic of Van Pelt Alley between 100 Van Pelt Place and 101 Van Pelt Place with readily movable fixtures.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Bridge Street Taproom Outdoor Dining

DATE: May 17, 2021

PRESENTED BY: Jonathan Scheel, Zoning Administrator

BACKGROUND:

Several years ago, the Bridge Street Tap Room obtained permission from Council to use space adjacent to their building next to Bridge Park as an outdoor patio service area. They are requesting an enlarged footprint. The attached plan and resolution would permit this.

RECOMMENDATION:

Motion to approve Bridge Street Tap Room outdoor dining Resolution 2021-05-01.

ATTACHMENTS:

- ▣ Tap Room Patio Plan
- ▣ Resolution

side walk

Bridge Park

camp

15'

6'

8'

proposed expanded barrier

10'

existing barrier

10'

22'

Entrance

Bridge Street Tap Room

↑ stairs to Bridge Park Drive

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-05-01
APPROVAL OF AN OUTDOOR SEATING AREA TO SERVE FOOD AND ALCOHOLIC BEVERAGES
FOR THE BRIDGE STREET TAP ROOM

WHEREAS, the City of Charlevoix is supportive of outdoor dining experiences, which provide restaurants an incentive to invest in Charlevoix and an enjoyable experience for our residents and visitors; and

WHEREAS, the City permits other restaurants to have outdoor seating on City property where patrons can be served food and alcohol, provided that this use is permitted by the Michigan Liquor Control Commission and the Michigan Department of Transportation; and

WHEREAS, the City finds that the sidewalk area adjacent to the building is unused and the outdoor seating area will not interfere with pedestrian movement; and

WHEREAS, the patrons of the Bridge Tap Room and the general public are not permitted to consume alcoholic beverages outside of the seating area.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix authorizes the Bridge Street Tap Room to provide outdoor seating and to serve food and alcoholic beverages within that seating based on the attached site plan dated May 26, 2020; and

BE IT FURTHER RESOLVED, the Bridge Street Tap Room will pay all normal and regular fees associated with this request in keeping with fees assessed for other outdoor dining requests.

RESOLVED this 17th day of May 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Abstain:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Downtown Alley Corridor Vision Implementation Plan

DATE: May 17, 2021

PRESENTED BY: Dean Martin, Community Development Fellow

BACKGROUND:

In August of 2020, City Council directed staff to create a long-ranging roadmap for implementing the physical recommendations listed in the 2018 Alley and Corridor Vision. The 2018 Vision was created in partnership with the Sustainable Built Environment Initiative and explored how we could beautify and revitalize our alleys and corridors, while also improving their function and connectivity.

The Alley and Corridor Implementation of Designs document was previously presented to City Council in October of 2020. Since the previous discussion, the implementation strategy has been presented to the Planning Commission and Downtown Development Authority. This finalized document provides insight as to how the Alley and Corridor Vision's recommendations could be implemented in Downtown Charlevoix.

GOALS:

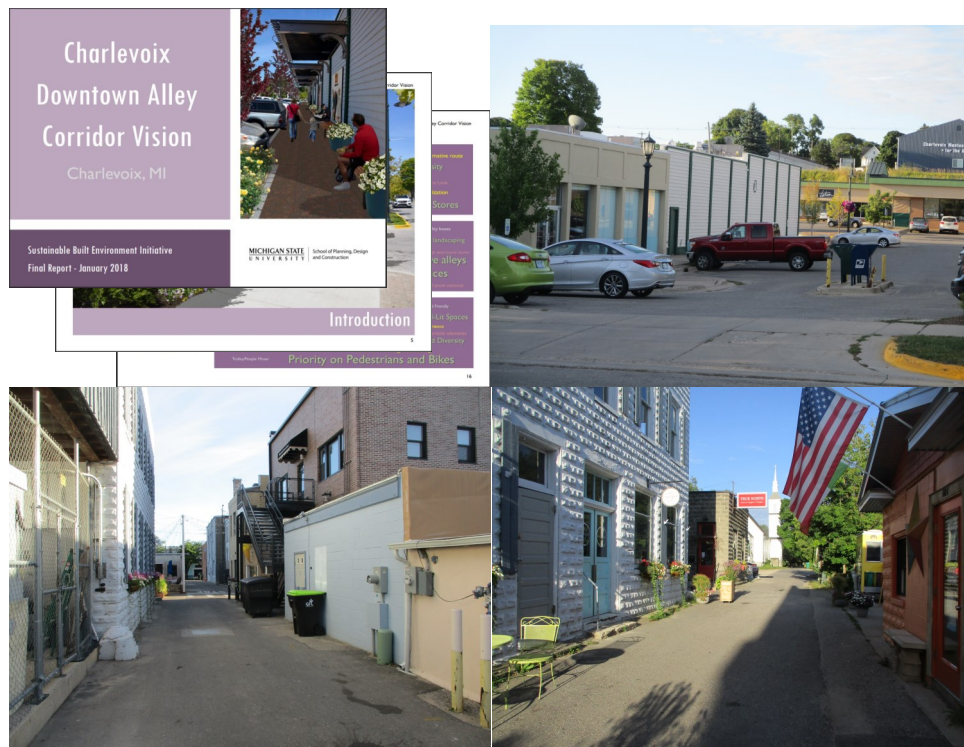
Develop and maintain long-term infrastructure plans

RECOMMENDATION:

Motion to adopt the Alley and Corridor Implementation of Designs and direct staff to continue looking for ways to implement it.

ATTACHMENTS:

- ▣ Alley and Corridor Implementation of Designs



Alley and Corridor Implementation of Designs

MEMO

TO: Mayor Kurtz and the Charlevoix City Council
FROM: Mark L. Heydlauff, City Manager
RE: Implementation Strategy for the 2018 Downtown Alley Corridor Vision
DATE: May 17, 2021

In 2018, the City of Charlevoix received the services of the Sustainable Built Environment Initiative at Michigan State University to assist us in developing a consensus vision for the alleys and parking areas to the west of our downtown. In the intervening couple of years, some aspects of this report have been implemented such as the Junior Main Street improvements to Hoop Skirt Alley, the pilot implementation of pedestrian-only portions of Van Pelt Alley this summer, and façade guidelines.

In order to continue the progress toward improvements and implementation of the Alley Corridor Vision, this following document has been created to supplement the original 2018 document and also to give Council and stakeholder clearer guidance on the next steps needed. Primarily, we have added rough budget estimates for engineering, considerations for how underground utilities should be upgraded in concert with above-ground modifications, and broken the project down into segments to guide decision-making for budgeting, capital improvement planning, and the potential of private and grant-supported funding. With surfacing and utility engineering to be completed in 2021, this implementation strategy will make immediate impact by guiding our engineering consultants towards the direction sought for these downtown corridors. The plans created in this process ensure our infrastructure improvement projects are shovel-ready, competitive for state-funding, and compatible with the vision presented in this strategy.

This vision began as a collaborative project with the Planning Commission, Shade Tree and Parks Commission, DDA, City Council and downtown business owners. These groups continued to be engaged throughout the implementation strategy process. Following City Council review of this draft strategy in late 2020, the plans were then presented to the Planning Commission and Downtown Development Authority for review and comment. The strategy received support, and is now prepared as a finalized framework for implementation.

In preparing this document, I appreciate the thoughtful and skillful work of Dean Martin, our Community Development Fellow who managed the process of pulling various documents, diagrams and input together from various staff and sources. I also thank Pat Elliott for his knowledge of our infrastructure and construction projects; Joe Lavender for assisting with maps and plans; and, Lindsey Dotson whose work with our Main Street businesses and programs gives life to the built environment we discuss.

Table of Contents

Click on the section title or number to visit the page

Letter to Council	2
Table of Contents	3
Cost Breakdowns / Totals for Implementation	4
Implementation Sequencing	5
Snowmelt System	
• Snowmelt System Previous Action	8
• Snowmelt System Speculative Implementation	10
Funding Opportunities	12
<i>Appendix</i>	I
Inventory of Current Assets, Proposed Changes, and Regional Costs	
• Schematic Plan	II
• Antrim to Mason Street	III
• Mason to Clinton Street	VII
• Clinton Street to Park Avenue	XVI

Cost Breakdowns

Unit Cost Breakdown

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> Bike Racks: <ul style="list-style-type: none"> \$386.76 (single stand) \$1500 (large stand) Planters: <ul style="list-style-type: none"> \$360.39 (small) \$2,513.94 (medium) \$3,041.34 (large, long) Outdoor Dining: <ul style="list-style-type: none"> \$1,089.96 (tables) \$615.30 (chairs) Benches: <ul style="list-style-type: none"> \$2,074.44 (Gretchen) \$1,195.44 (Wellspring) | <ul style="list-style-type: none"> Light Pole: \$6,000/unit Big Belly Units: \$8,000/2 units Electric Car Charger: \$5,000 Water Main: \$110/Linear Foot Sanitary Sewer: \$900/Linear Foot Subgrade Undercut: \$27/ Square Yard Hot Mix Asphalt (HMA): \$240/ ton Brick Pavers: \$35/Square Foot (including HMA removal) Water Service Upgrade: \$2,500 | <ul style="list-style-type: none"> Dumpster Enclosure: \$30,000 Tree Planting: \$600 Porous Pave: \$200/Tree Landscaping: \$20/Square Foot Cement Surfacing: \$500 for the Van Pelt Bike Area Brick Wall: \$172/Linear Foot Snowmelt System (not including HMA removal and replacement): <ul style="list-style-type: none"> \$4-6/Square Foot (Electric) \$5-10/Square Foot (Hydronic) Tree Lights: \$750/Tree |
|---|--|---|

Total Costs: \$1,861,636.69 (just highlighted changes) - \$3,079,877.81 (complete alley & lot rework)

Currently excluding snowmelt system – total for this system detailed later

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> Bike Racks: <ul style="list-style-type: none"> \$386.76 (single stand) x12
<u>\$4,641.12</u> OR \$1500 (large stand) x3
<u>\$4,500</u> Planters: <ul style="list-style-type: none"> \$360.39 (small) x7 \$2,513.94 (medium) x1 \$3,041.34 (large, long) x5
<u>\$20,242.37</u> Outdoor Dining: <ul style="list-style-type: none"> \$1,089.96 (tables) x5 \$615.30 (chairs) x20
<u>\$17,755.80</u> Benches: <ul style="list-style-type: none"> \$2,074.44 (Gretchen) x5 \$1,195.44 (Wellspring) x3
<u>\$13,958.52</u> | <ul style="list-style-type: none"> Light Pole: <u>\$6,000</u> Water Main: \$110/Linear Foot
840 linear feet <u>\$92,400</u> Sanitary and Storm Sewer: \$900/Linear Foot
270 linear feet <u>\$330,000</u> Subgrade Undercut: \$27/ Square Yard Hot Mix Asphalt (HMA): \$240/ ton Brick Pavers: \$35/Square Foot (including HMA removal)
Total resurface:
69,800 square feet <u>\$2,443,000</u>
Highlighted areas:
35,500 <u>\$1,242,500</u> | <ul style="list-style-type: none"> Water Service Upgrade: \$2,500 x2 <u>\$5,000</u> Dumpster Enclosure: \$30,000 x2 <u>\$60,000</u> Electric Car Charger: <u>\$5,000</u> Big Belly Units: <u>\$8,000</u>/2 units Tree Planting: \$600 x9 - x31
<u>\$5,400 - \$18,600</u> Porous Pave: \$200 x9 - x31
<u>\$1,800 - \$6,200</u> Landscaping: \$20/square foot
1,483 square feet <u>\$29,660</u> Cement Surfacing: <u>\$500</u> Brick Wall: \$172 / linear foot
110 linear feet <u>\$18,920</u> |
|--|--|---|

Implementation Sequencing

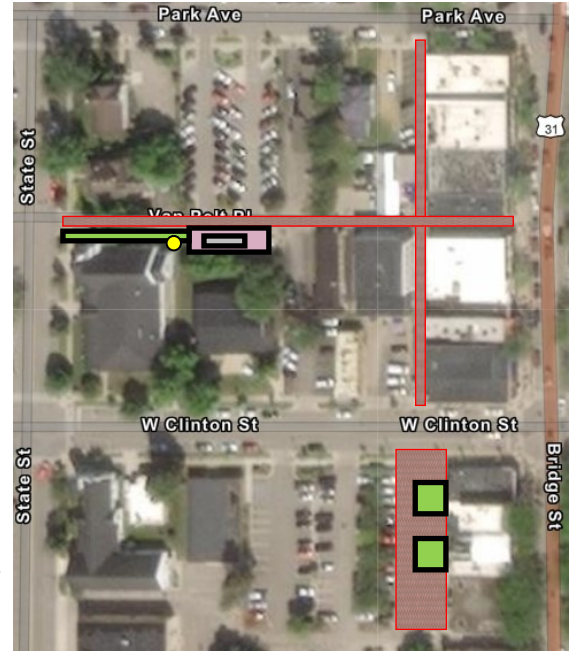
Listed below are a few possible means of implementing the Corridor and Alley Vision. These methods can be viewed as independent projects, with no commitment to further development, or the launching point of a total alley and corridor overhaul. For complete detail on the visual aides, please view the sections of recommended improvements located in the strategy's appendix.

North of Hoopskirt Alley

\$885,000

The benefit of addressing the areas north of Hoopskirt Alley first (lot behind Rexall, Clinton to Park Street) comes in that no underground utility work is currently needed, allowing for a faster impact on the relevant alleys and corridors.

The bulk of streetscape amenities displayed in the renderings of our Alley and Corridor Vision are present in the areas north of Hoopskirt Alley. These streetscape improvements include seating alongside the back of the 200 block of Bridge Street, 2 parklets, 1 of which is used for outdoor dining, and adjacent to Van Pelt Alley, bike racks and increased lighting. Purchasing street furniture for these areas could serve to increase the speed at which pedestrians frequent the areas next to the US 31 corridor, establishing a base pedestrian flow for future improvements to come.



Hoopskirt Alley and South

\$578,000 (+ \$427,400 in utility work)

Hoopskirt Alley and the areas to the South (lot near Pedals, lot & alleyway near the Cinema) should be considered at the same or similar times due to the infrastructure requirements that need to occur underground. New water mains will need to be installed beneath the Mason and Antrim Street parking lots, as well as under Mason Street (with new Sanitary and Storm sewers in addition). Antrim Street will undergo complete resurfacing and utility improvements in coming years, though that is not considered in these costs.

Following the best practice of integrated infrastructure asset management, resurfacing of lots and alleys to brick pavers will occur most efficiently occur in line with the infrastructure maintenance and addition. Doing so will prevent any unnecessary or redundant labor and supplies in removing hot mix asphalt multiple times for different purposes.

The highlighted areas for resurfacing hold less square footage than North of Hoopskirt Alley, reflecting the lower cost. The parking lots in these photos could also be resurfaced to brick pavers, resulting in a far great stormwater runoff impact, but with it greater costs. These higher costs are reflected in the individual breakdowns, and in the Cost Totals section.



Implementation Sequencing

Targeting Potential Pedestrian-Vehicle Overlapping Areas

\$969,000+ (\$427,400 in utility work)

A possible start of implementation, bringing the streetscape improvements to areas with both pedestrian and vehicular traffic first might be beneficial for multiple reasons. The first is that these areas tend to need improvement the most. The alleys that hold the greatest share of pedestrian traffic, Van Pelt and Hoopskirt, both recently had improvements and street furniture additions that are well used and visually appealing. Improving the corridors connecting to these alleys would help create a consistent experience for downtown patrons exploring the Central Business District. Another benefit is found in the current lack of utilization. With less pedestrians and furniture in these corridors, the construction processes will be less invasive to those shopping or recreating in downtown areas. Another impact to consider is the traffic calming abilities that could apply to vehicular traffic in improved areas. With the addition of brick pavers (a different road surface than hot mix asphalt), decorations, and street furniture, drivers will understand that the corridors are pedestrian spaces as well, and treat driving down these corridors more greater caution.



Completing the Investment in Pedestrian Alleys

\$435,000

Alternatively, investment in the corridors and alleys could begin with Hoopskirt Alley and Van Pelt Alley as the first targets. Previous alley investment has proven successful, with these public spaces quickly becoming a cornerstone of downtown. Shoppers can often be seen resting with their bought wares, and businesses have opened with store fronts directly serving customers through the alley. Finishing the alleys with brick pavers and better lighting could make the most immediate impact, as these corridors already have a high extent of pedestrian traffic. The addition of bike racks in the Van Pelt Alley would serve as a hub for cyclists, promoting connectivity to the city's downtown by those living distances inconvenient for walking. Seasonality should be considered when conducting the improvements to pedestrian alleys to coincide with times that pedestrian and business use will be least obstructed.

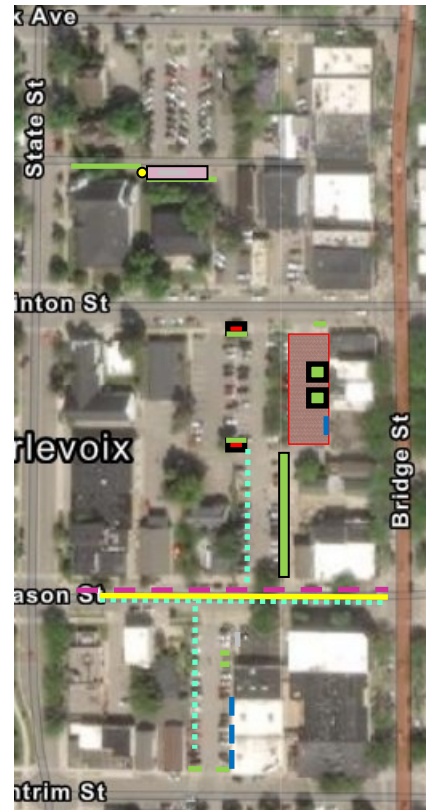


Implementation Sequencing

Focus on High-Use Additions—\$543,000 + (\$427,400 in utility work)

As the brick-pavers account for 66.8% of the alley and corridor improvement costs in plans encompassing just the highlighted areas, it may be more convincing to improve the functional use of the corridors before tackling the surfacing. This low-cost method would also decrease the time needed to bring impact to the downtown system, as the physical changes would involve securing the purchased street furniture, making the needed underground utility improvements, and creating partnerships for the items that require private investment. However, this route still might want to consider some resurfacing improvements; the parklets by the back side of the 200 Bridge Street buildings will not see great use if the surface remains a parking lot with a curb leading to the buildings (however, this resurface makes up the bulk of the estimated costs. Without resurfacing, the estimate drops to \$176,635). Further, while landscaping doesn't provide "use", improving the green infrastructure in these lots will complement the functionality of the alleys and corridors well for the costs involved.

This method of implementation is generally cheaper, but as such the drawbacks of this approach should be clearly stated. Vertical connectivity will be less realized than first planned in the Corridor and Alley Vision, as the lack of brick pavers will not serve to guide pedestrians North-South. The corridor cutting Van Pelt North-South will have no improvements unless amenities are looked at outside of this report, such as small improvements to the back side façade or enhance lighting. Lastly, if resurfacing to pavers does occur after the utility additions are utilized, the money spent on HMA patching will be redundant.



Infrastructure Overhaul— \$1,699,560 (includes utilities work)

Concentrating current funding opportunities on the infrastructure of our corridors and alleys would frontload a majority of the costs, and instantly elevate the aesthetic value of these areas. As mentioned many times prior, resurfacing these lots provides an implicit direction to pedestrians venturing off the US 31 corridor, and would serve to promote private improvements and increase use of the rear entrances to Bridge Street businesses. This implementation sequence also promotes integrated infrastructure management, and will have resurfacing occur during underground utility additions, reducing waste and redundancies. The brick pavers again work as a traffic calming tool, signaling to drivers that these are areas to expect greater pedestrian travel.

A focus on the infrastructure improvements would still have to be segmented rather than attempted all at once, likely considering the utility work as interacting pieces.

The drawbacks to this approach is the strength of the previous; creating a sense of place out of the usage of the area. Improving the infrastructure in this fashion would be great for keeping the charm of Charlevoix consistent in its downtown areas, but the corridors and alleys would still serve as a simple pathway from the parking lots to downtown, much like their current use. Streetscape furniture and amenities are the items that transform a corridor from a pass-through area to a destination. It is highly recommended that the creation of place is considered along with infrastructure improvements.



Snowmelt System Implementation–Memo

Snowmelt Info for Corridor and Alley packet to Council

Prepared by Lindsey Dotson in October 2020

Dating back to recommendations made in the Market Analysis conducted in 2016, heated sidewalks have been on Charlevoix's wish list for some time. To consider all potential when it comes to the implementation of the Downtown Alley Corridor Vision we are including the estimates affiliated with installation of a snowmelt system in conjunction with other possible improvements that would be made. After all, if we are going to be in the business of tearing up sidewalks/concrete, we might as well do this work too.

In 2017 the DDA explored the potential of "testing" snowmelt on Antrim Street during some infrastructure improvements that were being performed by the Department of Public Works. We worked with Nealis Engineering in Traverse City because of their experience doing snowmelt installations there to come up with a rough estimate at that time without knowing what the energy source would be.

At that time it was estimated that in order to install a system it would cost approximately \$164,700 with an estimated annual operating expense of about \$55,000. These figures did not include maintenance expenses. At the time the DDA voted to not make that investment.

Then in 2019 GMB Architecture + Engineering in Holland, MI was engaged to conduct a site visit of Charlevoix to start the process of conducting a feasibility study of snowmelt in our downtown. This firm was selected because of their experience with both the Holland and Grand Haven snowmelt systems. The feasibility study alone would cost \$13,200 which the DDA voted not to spend at that time in order to seek out possible other sources to fund the study.

The feasibility study would help identify a more specific cost associated with installation and operation, comparing both gas and electricity options based on weather data and expected performance. It would also propose locations of the installation, possible phases of the project to consider, sources of heat for the system, etc.

Referring to information shared by Nealis Engineering re: snowmelt installation and combining that with information gathered by our GIS Coordinator on the approximate square footage of sidewalk in the downtown (126,060 - see map on next page for areas included) the following figures have been reached:

- Electric snowmelt installation (\$4-6 average cost per sq. ft.): \$756,360
- Hydronic (gas) snowmelt installation (\$5-10 average cost per sq. ft.): \$1,260,600

While electric seems to be the more reasonable choice at first glance, these systems can be extremely costly to operate annually.

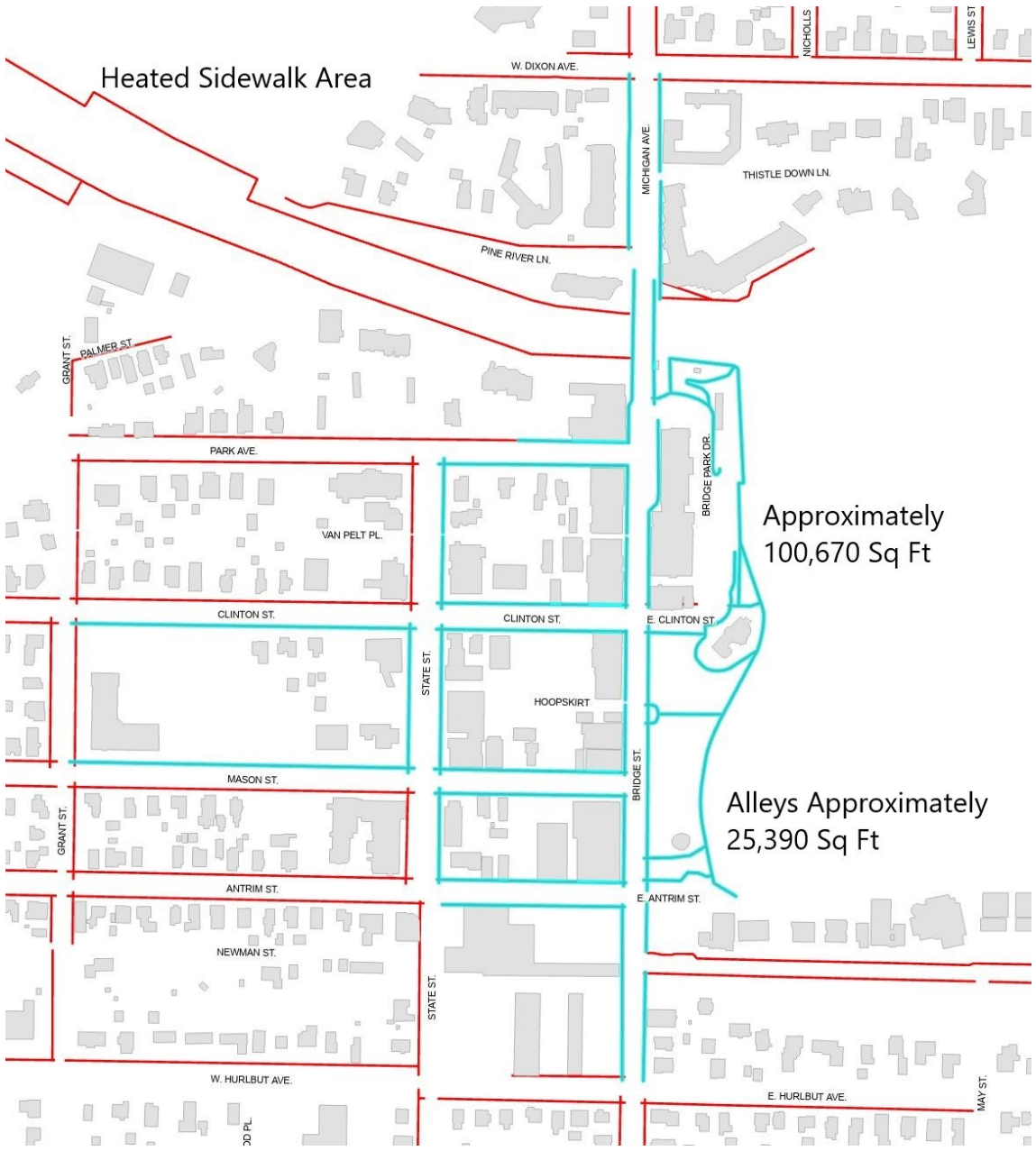
- Electric snowmelt annual operation/utility costs (based on our local commercial utility rates): \$145,000
- Hydronic snowmelt annual operation cost (gas): \$26,000

One thing worthy of note is that the Hydronic Snowmelt systems are able to use whichever power source is available whether it be natural gas, propane, solar, or even electric. This flexibility is afforded by the design of the system, which are tubes that hold propylene glycol fluid. Electric systems are limited to using electricity as a heat source.

All of the aforementioned numbers are rough estimates without complete information about heat source. While electric systems just plug into junction boxes, a hydronic system needs to have a nearby boiler, circulating pump, and manifold to operate. The further the heat source is from the system the more costly the snowmelt installation and operation will be. In Charlevoix the likely most long-term cost effective scenario is to build a new dedicated boiler plant in the downtown.

While that seems to be outlandish, if we consider the fact that this system could be built into a new mixed use development in the center of town, vs. being a standalone structure, it could be a bit more obtainable.

Snowmelt System Implementation–Memo



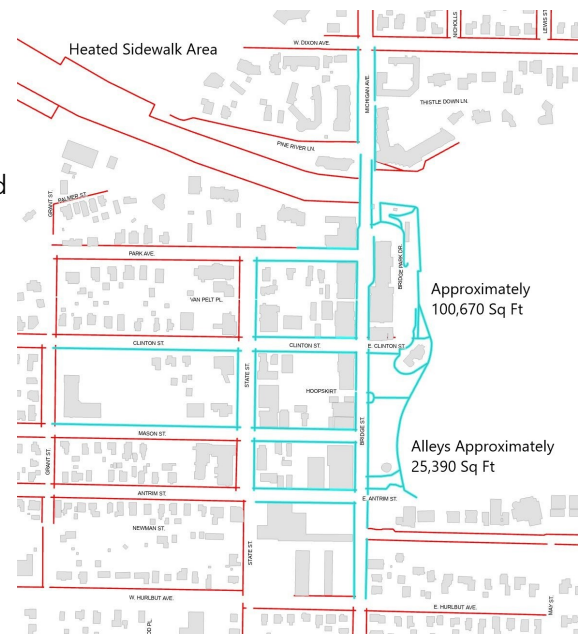
Snowmelt System Implementation

Adding an in-ground snowmelt system has widely been discussed in the past couple of years. It would provide many advantages to the downtown area and various considerations are given below on the inclusion of the framework for a snowmelt system in case sidewalks, alleys and other walkways are improved. However, none of this yet identifies a heat source to power the snowmelt system. This is intended to highlight how thinking ahead of the snowmelt system makes more sense when doing other walkway work than to install piping or wiring later.

Complete Snowmelt System Addition

Adding a complete Snowmelt System in the downtown would have tremendous impact not just to the viability of businesses in the winter, but to pedestrians and residents through the retention of East Park's walking amenities. Further, this complete schematic has paths to the library cleared for winter use, integrating this public asset to the downtown businesses and parks.

Covering the highest area, this design is the most costly to install and operate. Installation per square foot could be higher in areas that are not receiving other work, such as brick paver resurfacing or water main installations.



Bridge Street Storefronts

The least costly strategy while still seeking economic development, adding sidewalk heating to the front of businesses on Bridge Street could serve to retain some of the lost consumption that occurs as the peak and shoulder seasons end. With proper marketing to let visitors know that Charlevoix holds a winter-friendly downtown, our seasonal and short-term guests could continue to patronize our businesses in a period which economic activity typically drops for the city.

This being the smallest build, the operation cost too would be the lowest. However, further economic analysis (likely in an feasibility or engineering study) is needed to determine the type of system that would be best implemented in a build of this size. Discussed in the memo, the hydronic method of heating is far cheaper to operate but carries greater fixed costs in both install price (nearly double), and the supplementary equipment and space needed for operation.

There may be concerns of connectability with this design; while the businesses will be clear of snow the walkways directing residents from the neighborhoods and visitors from the parking lots will not be. Patrons will be able to move from store to store free of winter inconvenience, but extra snow removal work could entail to promote organic transitions from the lots, alleys, and corridors to the US 31 business strip.



Snowmelt System Implementation

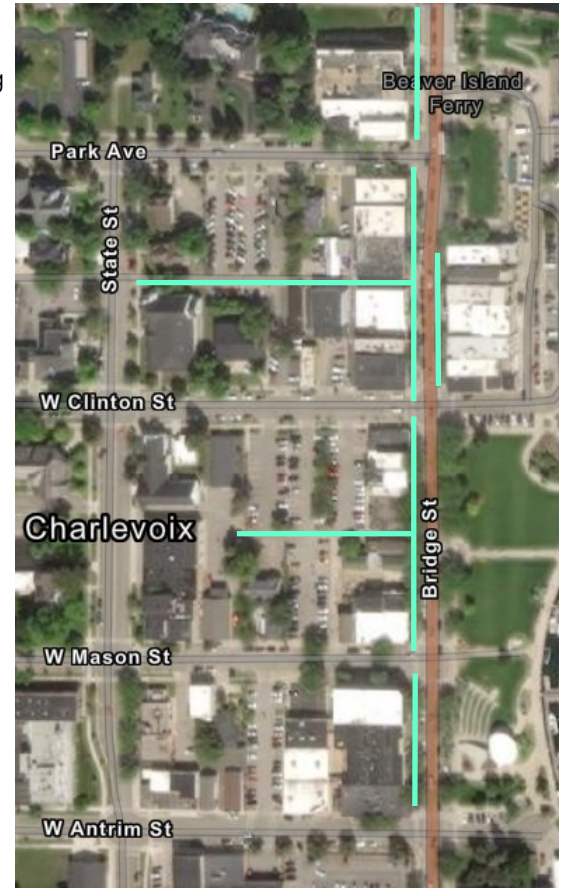
Bridge Street Storefronts and Prominent Alleys

Following the economic focus of a municipal snowmelt system but doing so in a way that features our prominent alleys (Van Pelt and Hoopskirt) adds an estimated 11,700 square feet for renovation.

The benefits of these additions cover some of what is lacked in the previous design; connection. In this scheme, those who use vehicles to travel to downtown will have an easier time accessing the main economic corridor of Downtown Charlevoix, as pedestrian walkways connecting 2 of the 3 main parking lots will have snow removal systems. Benefit is further found in the seasonal viability of businesses that use these corridors, namely the few that are operating in Van Pelt alley.

One point of consideration is the additional cost for the alleyway components. Square footage of install is increased by 61.5% if opting to cover the alleys, while the additional number of businesses served does not reach that percentage increase. However, a point could be made that the snowmelt system is ineffective if not serving those from the start of their downtown experience.

Lastly, the average cost of installation for the alleys may be drastically lower than that other areas if brick paver resurfacing occurs at the same time. The dig and pour that would encompass the snowmelt system could be as high as 3x the cost of the system; if this is already occurring, the snowmelt system in these areas becomes much cheaper.

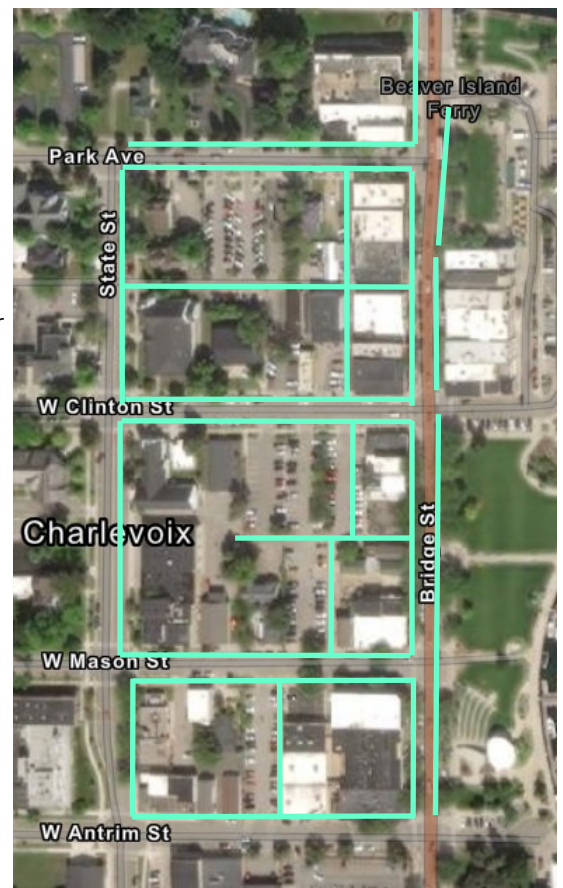


Downtown Alley and Corridor Project Scope

This sequence would ensure complete winter use for our downtown businesses, alleys, corridors, and lots, while offering partial snowmelt services for the cultural corridor on State Street.

Notable additions from the last sequence include vertical pedestrian flow opportunities in line with infrastructure and streetscape recommendations. The North-South unnamed corridors from Antrim Street to Park Avenue may be a priority for improvement if resurfacing or utility work is already occurring, or if seasonal programming occurs to utilize these areas more in the offseason.

In this schematic, an estimated 23,630 (high-level estimate) square feet of highlighted area (the alleys and corridors) is designated to also have resurfacing occur. This is roughly 26.22% of the total highlighted area. As a result, the implementation of the snowmelt system is higher per average square foot than the "Bridge Street Storefronts and Prominent Alleys" plan, but less so than the "Bridge Street Storefronts" and "Complete Snowmelt System Addition" plans. This is assuming that the highlighted areas for resurfacing occurs; if not, than the averaged per square foot cost of a snowmelt system is the same across all plans.



Corridor Funding Opportunities

GENERAL

USDA Rural Business Development Grant

This grant offers a wide variety of potential uses for our corridor improvement vision, with the relevant ones listed below.

- *Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities.*
- *Pollution control and abatement.*
- *The capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital.*
- *Community economic development.*
- *Technology-based economic development.*
- *Feasibility studies and business plans.*

There is no maximum award amount, but preference is given to smaller award requests.

MDARD 2021 Rural Development Grants

This state grant provides up to \$100,000 for infrastructure projects (including both transportation and waste water purposes), business development, and rural capacity building (such as tourism and cultural initiatives). A 30% match is required. Applications are due November 19th.

INFRASTRUCTURE

Transportation Alternatives Program

- A grant focused on pedestrian/bicycle usage, there are features to our corridor plans that could develop a competitive TAP grant. Some aspects that increase competitiveness include "(Benefiting) state tourism or economic development initiatives, (including) amenities that increase usability of bicycle and pedestrian facilities, and (addressing) pedestrian safety deficiencies in traditional/historic downtowns." Other actions that could increase the competitiveness of our grant including connecting our downtown and corridors with MDOT and MDNR priority trails and matching over the minimum requirement for the grant. The minimum amount to be applied for is \$200,000, and the minimum match is 20%.

Transportation Economic Development Fund (TEDF), Michigan Department of Transportation

- **Category B Villages and Small Cities** a grant with the maximum match (50%) of \$250,000, this program can be used for any extent of resurfacing beyond regular maintenance. While the program is solely for road infrastructure/resurfacing, our project will be considered more competitive if the construction overlaps with necessary utility work (funded separately).

Community Development Block Grant

Corridor and alley improvement provides both economic and community development impacts. Economically, drawing investment into the areas surrounding the US 31 corridor will permit our downtown corridor to expand into adjacent streets, making surrounding businesses more viable. The business located in our Central Business District provide competitive and viable job opportunities for low-to-moderate income individuals, providing tangible economic benefits for those in our workforce with hospitality, food, and retail skills. Entrepreneurially, the investment can make surrounding properties more attractive and viable for those looking to start businesses, and with more eyes and great public access, prospective businesses will have more opportunities to find a successful storefront (such as those who are currently launching their start-ups from the city-managed business incubator. From a community development perspective, this project will provide more place-oriented space and offer connectors to our R2 district neighborhood, which contains many LMI individuals this grant and the City of Charlevoix seek to serve.

Corridor Funding Opportunities

Infrastructure Improvement Fund

As stated in the 2019-2020 Annual Budget, the cash balance for the this fund is growing and could be allocated for future projects. Currently, \$547,120 sits in the fund, with transfers regularly occurring for major street improvements and debt servicing. Draining this fund would be ill-advised, so perhaps this could be used for funding gaps or some scale iterations of the project.

Clean Water State Revolving Fund

This fund provides low-interest loans for improving systems and infrastructure as related to wastewater treatment improvement, storm water treatment improvement, and non-point pollution control. \$300 million is available, and at this time there is no required min or max for the loan. This funding source could be used for brick pavers, should we display non-point pollution benefits from this infrastructure design element. The first step to participating in this program is having a pre-application meeting with the Michigan Department of Environment, Great Lakes, and Energy.

Water & Waste Disposal Loan & Grant Program

A long-term, low-interest (based on AMI) loan opportunity for rural communities below 10,000 in population. Loans can be used for storm and waster water collection, transmission, and disposal. Granting may be available based on project need.

STREETSCAPE

Public Spaces, Community Places

Used prior for Hoop Skirt Alley, precedent was created in helping fund streetscape improvements through crowdfunding. With the MEDC matching up to \$50,000 of private donations, this would be a good tool to address any funding gaps in streetscape furniture or amenities. Private interest of alley investment has already been noted, and this could serve to essentially double their investment, while encouraging others.

USDA Rural Economic Development Grant and Loan Program

- The Rural Economic Development Grant and Loan Program can be used as a revolving loan fund that is administered to local businesses through the utility companies. The "grant" is given to the utilities to provide loans at 0% interest for the first round of loans, but interest can be added after. The grant amount must be returned to the USDA at the end of 10 years. The uses for these loans include community development assistance to public bodies or nonprofits for job creation or enhancement, business expansion, and financing fixed assets such as real estate, buildings, equipment, or working capital.

Placemaking Micro-Grants, National Association of Realtors

- **Level 1, \$1,500** This grant can be used on temporary design and demonstration of place-making. The specific activities it can be used on include site preparation, barricades, street furniture, public art, street signs, landscaping, murals, paint, and other amenities. The REALTOR association must be engaged on the project. This could be useful for the Clinton Street Parking Lot outdoor seating area behind restaurants, or for objects needed to promote outdoor vending of retail.
- **Level 2, \$5,000** This grant is less specific on what can be funded, stating that parklets, dog parks, alley activation, plazas, community gardens, and play/fitness areas can all use this grant. As above, the REALTOR association must be engaged or lead this project. There are specific items that the grant cannot be used for, such as infrastructure, sidewalks, restoration, repair, or replacement, singe-activity recreation, building construction, landscaping, or projects over \$200,000. This grant could be pursued for additions to Hoopskirt Alley, the parklets proposed in the schematic plan, or improving the spaces behind the Bridge Street Buildings. 10% match required by the REALTOR Association. Reimbursement must occur within a year of grant approval.

APPENDIX

Corridor and Alley Inventory and Progress Report

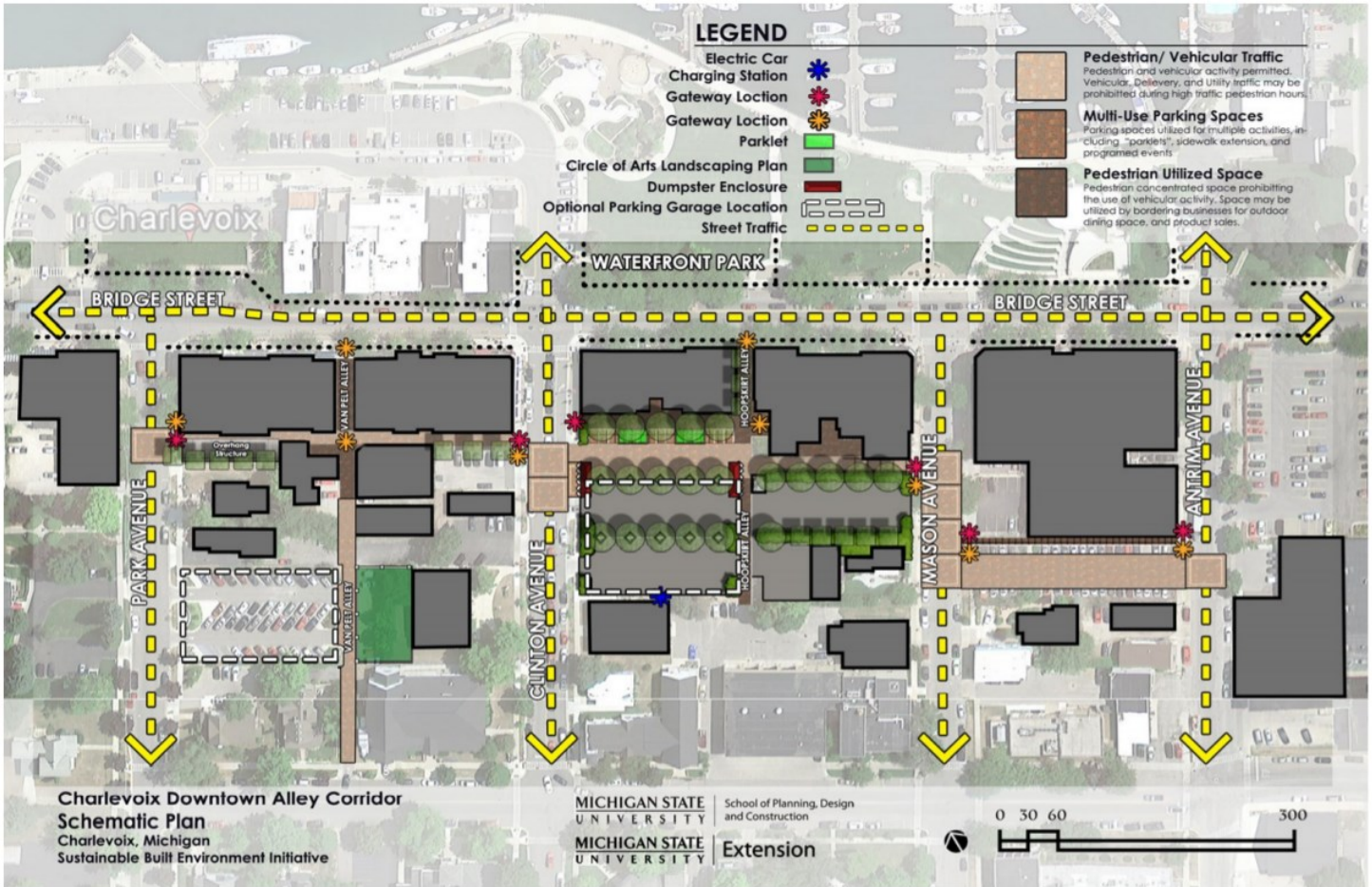
This following section focuses on 3 features of our corridor and alley improvement process: The amenities our alleys currently have, the identified improvements proposed that the city could possibly implement, and the *regional* costs and implementation of these improvements, with regions being different downtown blocks. The regional implementation and costs should be viewed more as itemized descriptors of what was previously presented; implementing these changes sequentially by region may not be viable due to infrastructure and utility additions that need to occur simultaneously across blocks. For better information on implementing alley and corridor changes, please refer back to the core report.

Geographically, this inventory is split into 3 large sections of our alleys and corridors, represented by the boundaries formed from the cross-cutting streets. The sections, from South to North, are Antrim to Mason, Mason to Clinton, and Clinton to Park. All sections are bounded by State to the west and Bridge to the east.

Throughout the appendix, pictures and renderings are presented that display an angled perspective on the specific area of the corridors, alleys, streets, and parking lots being discussed. At the start of each section, there will be a map of the specific block, with circles designating the location of the perspective and arrows giving directionality to the angle that the photo was taken. Each set of pictures and renderings has a colored line to the left of the section, which matches the color of the perspective given at the start of each section.

The implementation report at the end of each section will display the itemized changes recommended in prior design studies. As noted in the letter to council, these changes are not mandatory for corridor or alley use, and can be altered as seen fit. The implementation is simply the itemization and cost descriptions of the changed assets displayed in the alley and corridor renderings.

Schematic Plan



An Overview of Recommended Physical Changes:

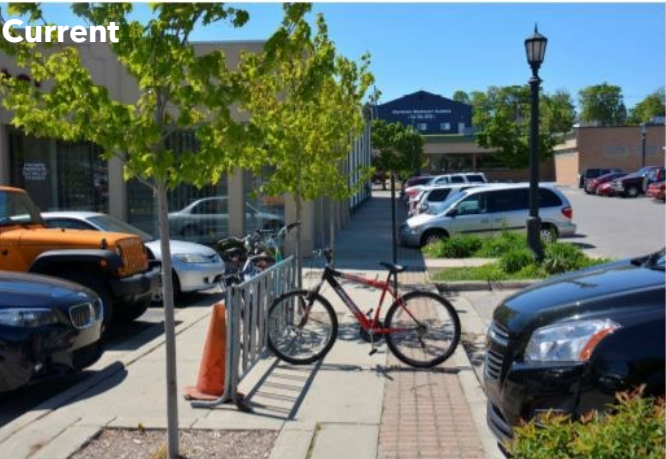
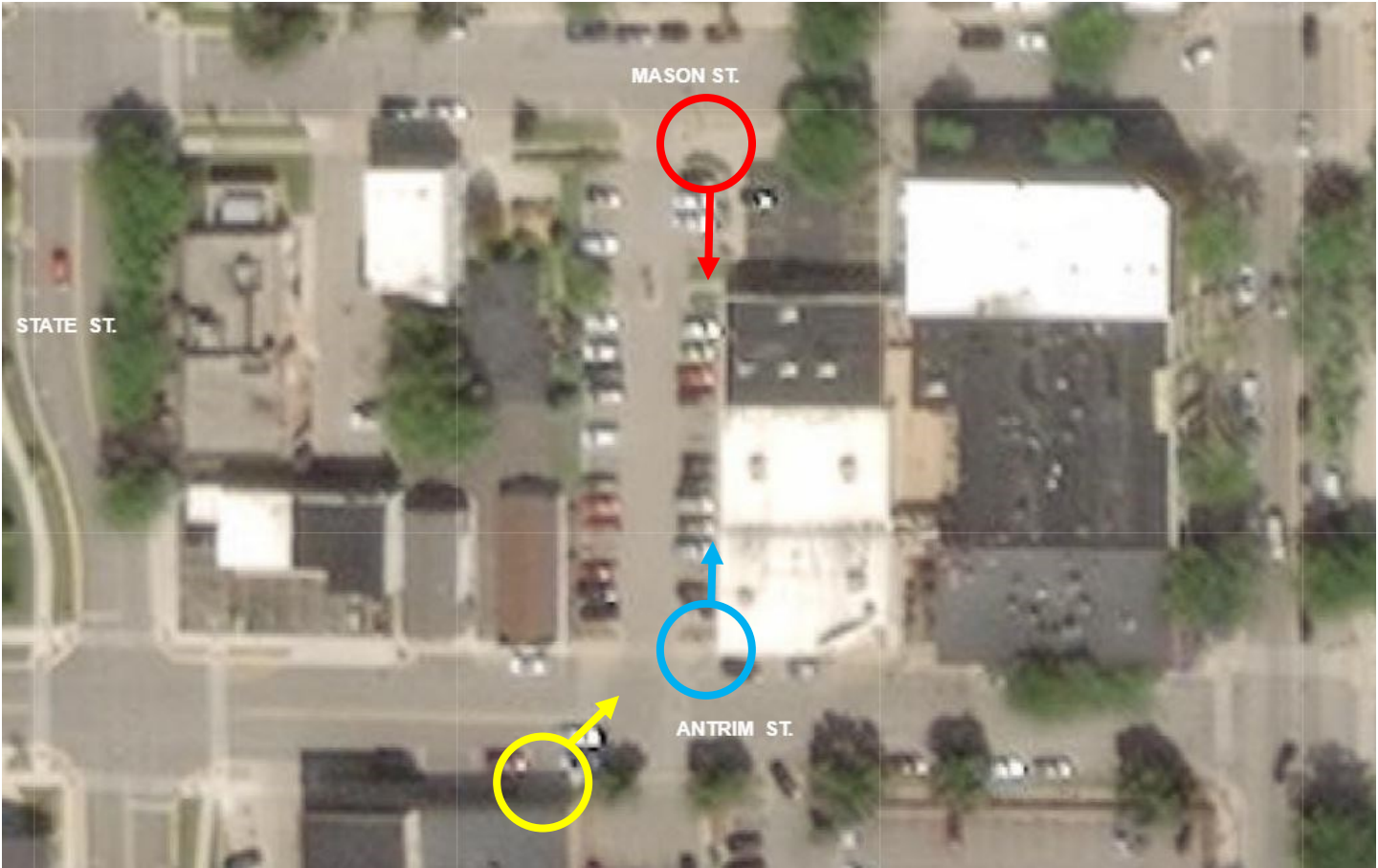
The Schematic Plan, presented on page 11 of the Corridor and Alley Vision Final Report document, offers recommendations to the infrastructure and usage of the corridors being studied. Place-making features are displayed, with gateway entrances noted on all North and South* corridors, and on the East* side of both the Van Pelt and Hoop Skirt Alley Corridors. Parklets are also highlighted; two are proposed in the block between Clinton Avenue and Mason Avenue. Some landscaping features appear overlaying current lots; the Clinton-Mason block has trees/shrubs that would serve as dividers, sectioning off the numerous wide pieces. Further landscaping changes exist by the Circle of Arts building; however these changes are actions that the nonprofit is responsible for rather than the city. Dumpster enclosures are proposed in the Clinton Street lot, on both Southeast* and Northeast sides. The plan also displays an electric car charging station on the West* side of the Clinton Street lot.

Larger physical recommendations include changes to the street infrastructure and parking garages. A wide investment in street pavers is recommended in the schematic plan, with a paver design present on every corridor, and in areas of pedestrian only, street traffic only, and mixed traffic. Two locations are outlined for a potential parking garage, with one over the current Park Avenue parking lot, and the other over the Clinton Lot. If the Clinton lot were to be pursued, the lot would be in conflict with the landscape and enclosed dumpster ideas also proposed.

No significant traffic flow changes were presented in the schematic plan; the only change proposed was closing down vehicular traffic prior to the West* gateway on the Van Pelt Alley, which has occurred since the Vision was created.

*The Schematic Map provided is rotated counter-clockwise 90 degrees. As such, north on the map is east, east is south, south is west, and west is north.

Antrim to Mason Street - Design



South from the middle of the Mason St. 100 block, there currently exists parking and an underutilized pedestrian walkway. The purpose of this path is to accompany the parking lots while connecting the back/sides of the commercial buildings in these blocks. However, as it currently stands, the path serves no purpose other than as a corridor to exit the area to the north or south. Aesthetically, travelers are better served walking east and traveling north through the vibrant downtown or west and using the cultural corridor of state street. Full utilization of the central business district necessitates a change in this corridor, transforming it beyond a place to park cars to a place for residents to gather. The goal is to do this while still keeping the practicality and use of the lots.

The proposed changes to this pedestrian walkway include resurfacing the path from standard concrete to brick pavers, adding additional benches, and planting flowers in the grass easements by the sidewalks leading to the parking lot. Adding these features would increase usage of this corridor as a connector and a plaza for public space, further amplifying the changes found in the next perspective.

Antrim to Mason Street - Design

Current



Proposed



Looking north from the 100 block of Antrim Street, the corridor leading to Mason street holds opportunity for utilization that would promote both place-making and the business functions of the property occupying 107 Antrim Street. The Vision study saw opportunity for the movie theater to promote films currently airing, providing marketing to those who may be using the space to park downtown, or to walk through to an unrelated business downtown. The movie posters bring a greater sense of vibrancy and activity to the corridor, making those who use this space more comfortable. The intentional marketing of the theater's product to the side street indicates that it is a space where people are, and helps to promote the image

that people belong in this space. Other prescribed amenities include greater foliage, replacing the cement with brick pavers, and building awnings on the theater's side façade. The foliage noted includes additional trees adjacent to the pedestrian path, and flowers, planted both in ground and in fixtures. The brick pavers bring greater aesthetic quality than standard cement sidewalks, are easier to replace, and provide greater water permeability to decrease water runoff and stormwater needs. The awnings can provide light fixtures to make the area safer at night, give shelter to pedestrians during rains, and promote the downtown appeal of the corridor.

Current



Proposed



A perspective from the south side of Antrim Street

next to the entrance to Oleson's Food Store, provides a larger inventory of the proposed changes to the built environment of this corridor. There are 4 awnings designed into the side façade of the Charlevoix Cinema, with the movie displays and lights located beneath each. Flowers are planted into soil adjacent (north) of the sidewalk on Antrim street. 3 trees are added following the corridor along the cinema's side. Shrubs are also planted on the west side of the parking lot, next to the Village Graphics building.

The largest infrastructure change seen here is the addition of pavers resurfacing a square of Antrim avenue. This plaza-style brickwork could push the downtown visuals further south, further incorporating Antrim street into destination atmosphere found in the other areas of the central business district. Other benefits to this resurfacing can be found in water permeability, which will decrease strain on the wastewater management system, its repairability over standard concrete, and can serve as a visual cue to vehicle operators to slow down for greater pedestrian activity.

Antrim to Mason Street - Implementation



LEGEND

- | | | | |
|----------------|--------------|-------------------------------|-----------|
| Water Main | Brick Pavers | Planter (Small) | Bike Rack |
| Storm Sewer | Landscaping | Awning Façade & Movie Display | Bench |
| Sanitary Sewer | Tree | | |

Antrim to Mason Street - Implementation

INVENTORY & COSTS ESTIMATES - Total regional costs - \$209,049.71 - \$217,649.71

Water Main: 270 linear feet | \$110/LF | total cost: **\$35,100**

Water Service Upgrades: number: 2 | \$2,500 per unit | total cost: **\$5,000**

Move Mailbox Dropoff: **\$1,500** (**\$4,500** if this is standalone)

Brick Pavers:

(Highlighted Areas only): 3,970 square feet | \$35 per square foot | total cost: **\$138,950**

(Parking Lot only): 13,000 square feet | \$35 per square foot | total cost: **\$455,000**

(Highlighted Areas Plus Parking): 16,970 square feet | \$35 per square foot | total cost: **\$593,950**

Landscaping: 400 square feet | \$20 per square foot | total cost: **\$8000**

Trees: number: 3-15 | \$600 per item | total cost: **\$1,800 - \$9,000**

Porous Pave each Tree: number: 3-15 | \$200 per unit | total cost: **\$600 - \$3,000**

Planter (Small): number: x5 | \$360.39 per item | total cost: **\$1,801.95**

Awning Façade & Movie Display: number: 4 | \$ per unit | total cost: (This would likely be private investment)

Bike Rack: number: 1–5 (depends on model) | \$1,500 per unit | total cost: **\$3,000**

Bench: number: x4 | \$2,074.44 per item | total cost: **\$8297.76**

Electric Car Charger: number: 1 | \$5,000 per item | total cost: **\$5,000**

Mason to Clinton Street - Design



Mason to Clinton Street - Design



Hoopskirt Alley, the corridor centrally located in the 300 block of Bridge Street, was severely underutilized at the time of the Corridor and Alley Vision. With its placement in the center of downtown and beautiful gateway signage, the alley had the capacity to serve as a small plaza complimenting the small businesses and East Park. The visualization called for increased vegetation both in infrastructure and potted, a painted mural and suspended hoops to make the alley more lively in its theme, and benches to transition the alley from an extension of the parking lot to its own place for public gathering. A larger change, the report visualized the surface of the corridor changed to brick pavers and extended down to the end of the parking lot.

Many changes have occurred in line with the SBEI recommendations. In 2019 the Junior Main Street Committee of Charlevoix High School Students partnered with the Downtown Development Authority to bring some of the proposed amenities to life. With crowdfunding and matching support from the DDA and the Michigan Economic Development Corporations, the alley was revitalized. Vegetation was added, as were benches on the left side of the alley and a table on the right. Pictures of historic Charlevoix now line the right side of the corridor, and string lights dangle above. Recycling and Trash receptacles have been added to avoid litter. Stained glass art representing Charlevoix was added to the top of the gateway, and a photo standup sits at the front of the corridor matching its theme.

Mason to Clinton Street - Design



Looking north from Hoopskirt Alley at the backside of the Bridge Street businesses there is opportunity to improve the experiences of both downtown patrons and visitors. An added emphasis on backside facades provides multiple points of contacts for potential customers, allowing business to strengthen their place downtown and optimizing an unused back corridor. The rendering displays the clothing store J Phillips using the corridor as for merchant activity, increasing the life and market feel of this area. As with other renderings, there is an increased focus on adding greenery, with small trees and flowers planted into the infrastructure and potted plants adorning the backside walls and roofs of the businesses. The corridor is resurfaced with brick pavers in the rendering, signaling a more pedestrian aesthetic and providing a greater small town vibrancy. Seating is also added near each of the trees, again to strengthen that this corridor is for pedestrian gathering and use, not just travel. On the very left of the proposed rendering, there appears to be a planter or two extended out of the corridor, with a man sitting. This is likely a representation of the parklet noted in the schematic plan. The parklets serve to give downtown visitors a dedicated space for unwinding, unlike the benches in the corridor, which can be utilized by those shopping or participating in passive recreation.

Mason to Clinton Street - Design



Viewing the immediate rear of the south 300 Bridge Street block, the Vision proposed improvements that would increase utilization for the occupants while improving walkability for pedestrians. Currently, the corridor looks oriented towards vehicular travel, with cracked cement and loose sediment serving as the traveling surface. Likewise, while the guard rail on the right informs parkers of the boundaries of parking, it comes with the unintended consequence of segmenting the parking lot and serving as a barrier to mobility for pedestrian walkers.

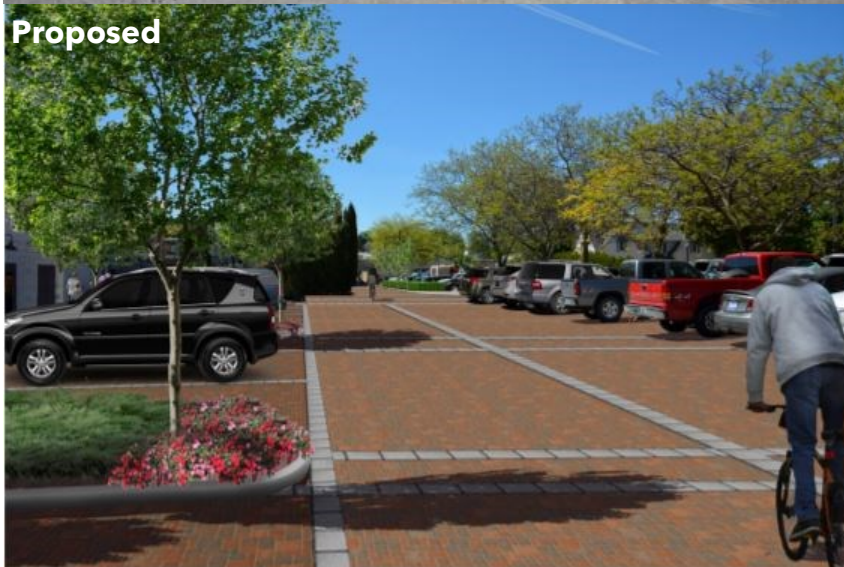
A major change recommended by the study is the resurfacing of this corridor to brick pavers. The pavers will provide a visual cue to drivers that this is a space for pedestrian as well as vehicles, and those partaking in non-motorized transportation will feel more comfortable using this area. Other changes include new fencing, seating and hanging flowers near the privately owned building to increase the vibrancy of the corridor, and replacing the metal guard rail with green infrastructure such as trees, shrubs and flowers. This will require modifying the surface under the barrier to soil to accommodating the plants.

Mason to Clinton Street - Design

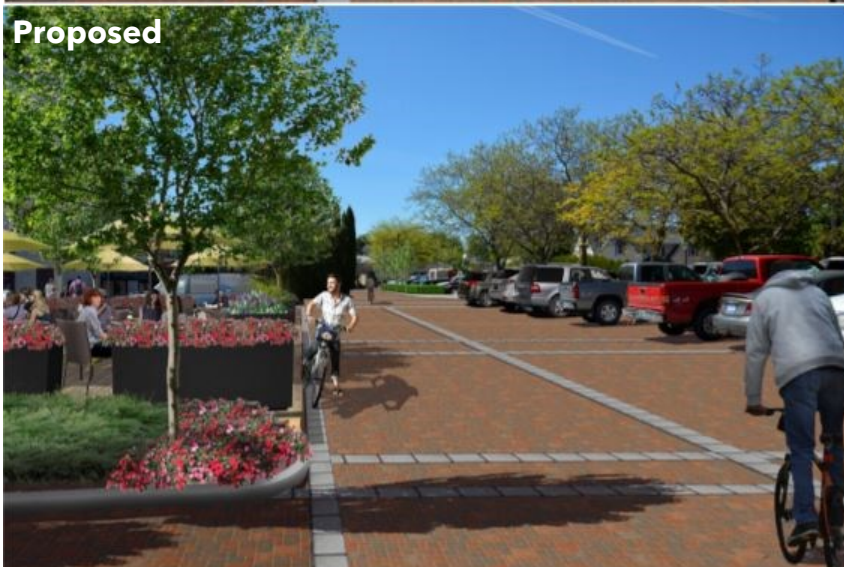
Current



Proposed



Proposed



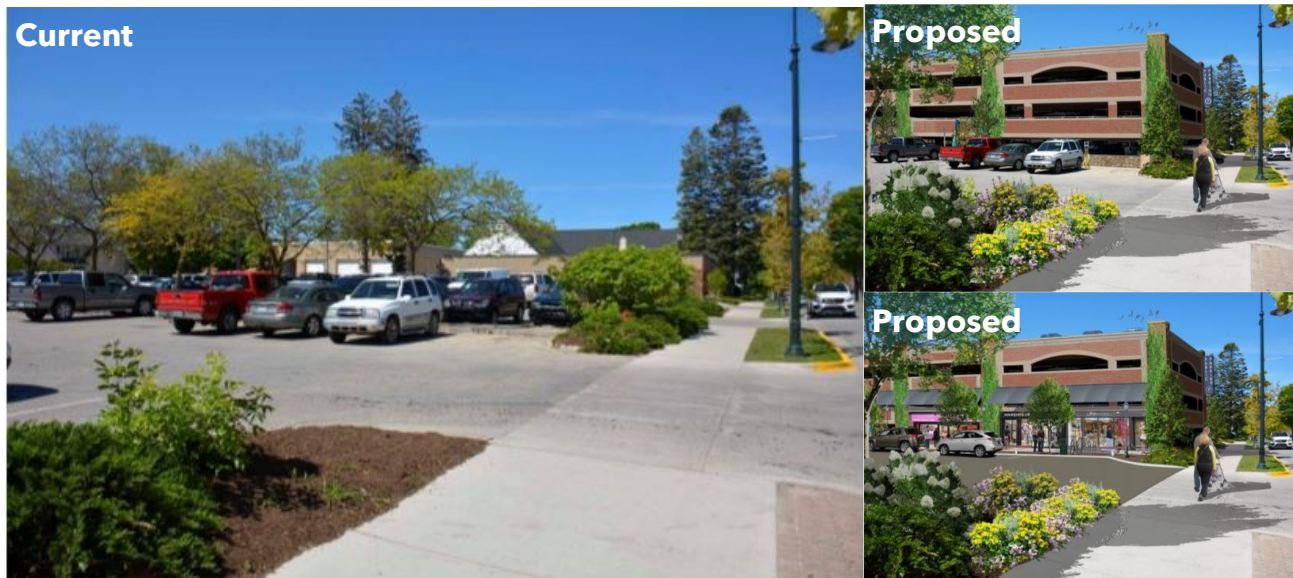
The east side of the Clinton Street Parking Lot

, nearest to the Bridge Street Buildings, is an ideal place in the city to park. With access to the downtown retail environment to the east and city hall, churches, and professional offices to the west, this lot serves a necessary function that compliments the city well. Apparent in the current picture however, is a disconnect from the cultural and thriving atmosphere found elsewhere in Charlevoix's downtown. The activity and wonder of downtown is what makes Charlevoix valuable to all visitors, whether they live 5 minutes away or 5 hours. It doesn't serve the city well if the magical feeling a small town emanates is lost before the visitors leave the parking lot.

To create a consist atmosphere with the downtown and cultural corridors, the Vision study determined that renovations targeting the aesthetic should occur. These improvements include islands with mixed vegetation and a resurfacing of the lot to brick pavers. The brick pavers could serve to not only enhance the visual appeal, but offer environmental benefit in preventing water runoff. When rainfall or spills occur to an impermeable surface, the water can collect harmful chemicals or waste before entering the stormwater collection system. Brick pavers, offering permeability at the joints, can successfully trap and filter water before the contaminants can enter the local water supplies.

Another feature, noted in the second design, is the removal on parking spots to accommodate for patio dining behind the buildings. This can increase the capacity of restaurant dining, provide greater choice for patrons, and increase the vibrancy of the corridor.

Mason to Clinton Street - Design



The Clinton Street parking lot is a location that is visualized with great potential. Currently, the lot often sits below maximum capacity, only filling up during events or during peak seasons. As a result, the parking lot occupies amount of land, underutilized and visually unappealing just seconds away from a thriving downtown.

Two separate views of what the Clinton Street parking lot could be are seen on the right. The first, on the top right, displays a full, 3 (4 if utilizing the roof) floor parking garage in the Western most region of the parking lot. This design would add greater capacity to parking for businesses, visitors, and downtown residents of Charlevoix. Having the full structure available for parking could likely free up spaces in other lots (later described in this report) for development, extending the core of downtown.

The second picture (bottom right) provides retail business opportunities as well as parking. While less spaces would be available than in the first design, it could still increase the capacity of the parking lot compared to where it currently stands. In this design, the parking lot in front of the development has also been resurfaced. A non-built environment benefit of this visualization is the extension of the downtown; by offering businesses a block away from the core retail environment, pedestrian traffic can be dispersed, making other properties more valuable and economically viable for retail practices. Further, the amenities proposed in other sections (such as seating, parklets, pedestrian walkways, and public art) would find greater use if the blocks behind bridge street there were business to pull customers in a east-west direction, rather than the north-south as is the currently the strongest directional flow of pedestrians in the central business district.

One improvement can be found across both renderings: the inclusion of greater vegetation in the parking lot. With the site's current utilitarian purpose of parking and then leaving, it's easy to ignore the aesthetic elements that can give an additional sense of place to the lot. The Vision included a greater emphasis on adding perennial wildflowers to the curbside, smaller trees dotting the front of store entrances, and larger trees climbing the sides of the parking structure.

Mason to Clinton Street - Design



The island in the middle of the Clinton Street parking lot connected to Hoopskirt Alley has been identified as a possible point for shared dumpster use by the businesses of the Bridge Street 300 block. Here, an open brick enclosure could be erected, extending more towards Hoopskirt Alley than the island currently does. Two sets of wooden large wooden double doors would secure the enclosure, reducing the safety risk of dumpster diving. This visualization is also consistent with the perspective looking down Hoopskirt alley, with resurfacing of brick pavers extend through the parking lot. New shrubs are planted on the back side to continue the effort of increase vegetation.

The Vision report does not mention how this would impact the fire hydrant that is placed on the island, or, if it remains, emergency responder's ability to access it. Further, efforts would need to occur to ensure the smell of the dumpsters do not impact the increased traffic on Hoopskirt Alley.

A similar dumpster enclosure is noted on the schematic plan in the same lot, north of this location.

Mason to Clinton Street - Implementation



LEGEND			
Water Main	Landscaping	Outdoor Dining	Façade
Storm Sewer	Tree	Dumpster Enclosure	
Sanitary Sewer	Planter (Small)	Fencing (private)	Potential Parking Garage
Brick Pavers	Planter (Large)	Bench	

Mason to Clinton Street - Implementation

INVENTORY & COSTS—Total regional costs (highlighted) – \$1,112,172.81– \$1,115,792.81

Full rehab, water, sanitary, storm, sidewalk, curb (doesn't include electric bury/370', only conduit): \$330,000

Brick Pavers:

(Hoopskirt Alley) - 5,000 square feet | \$35 per square foot | total cost: **\$175,000**

(Alley South of Hoopskirt) - 4,000 square feet | \$35 per square foot | total cost: **\$140,000**

(Parking Lot North-East of Hoopskirt) - 9,900 square feet | \$35 per square foot | total cost: **\$346,500**

(Total highlighted) - 18,900 square feet | \$35 per square foot | total cost: **\$661,500**

(Parking Lot by Petals) - 11,400 square feet | \$35 per square foot | total cost: **\$399,000**

(Parking Lot North-West of Hoopskirt) - 9,900 square feet | \$35 per square foot | total cost: **\$346,500**

(Complete brick paver resurfacing) - 40,200 square feet | \$35 per square foot | total cost: **\$1,407,000**

Landscaping: 669 square feet | \$20 per square foot | **\$13,380**

Trees: number: 5-15 | \$600 per item | total cost: **\$3,000–\$9,000**

Planter (Small): number: 2 | \$360.39 per item | total cost: **\$1,081.17**

Planter (Large): number: 6 | \$2,513.94–3,041.34 per item | total cost: **\$17,720.64**

Awning Façade: number: 2 | \$ per item | total cost: ((This would likely be private investment)

Bench: number: 5 (2 Gretchens, 3 Wellspring | \$1,195.44–\$2,074.44 per item | total cost: **\$7,735.20**

Outdoor Dining Table: number: 5 | \$1,089.96 per item | total cost: **\$5,449.80**

Outdoor Dining Seats: number: 20 | \$615.30 per item | total cost: **\$12,306.00**

Dumpster Enclosure Build: number: 2 | \$30,000 per enclosure | total cost: **\$60,000**

Clinton Street to Park Avenue- Design



Clinton Street to Park Avenue- Design



Van Pelt Alley serves as a connecting corridor between the downtown and Charlevoix's upper South-side residences. The goal of corridor and rear building improvement is not just to create space for visitors, but to encourage increased downtown use from residents as well. As such, improvements made to our alleys and connecting paths should not just target the areas between the parking lots and Bridge Street, but extend all the way to our medium density neighborhoods as well. 61% of residents in the market snapshot responded that they visit downtown at least once a week, with a majority saying they visit frequently. Improving our corridors could make the downtown experience more enjoyable for those that use the paths often, and could possibly expand usage among the minority that don't often visit downtown (20.2% - every couple of weeks, 18.1% - less often).

Multiple changes to the built environment are recommended to make Van Pelt more desirable to pedestrian traffic. The first is the addition of brick pavers from State Street to Bridge Street. The pavers serve to better inform vehicular drivers that it is a shared space with pedestrians, increasing safety, while also amplifying the downtown aesthetic of the path, increasing visual appeal. Further enhancements to visual appeal include planted flowers lining the south side of the path, and a light pole just past the United Methodist Church. More focused on utility, the Corridor Vision also includes bicycling parking area behind the Circle of Arts building, giving those who preferred non-motorized transportation to driving or walking a formal place to park their bikes. This area would be separated from the present parking lot and white a stone wall, as seen just past the bicycles in the rendering.

Clinton Street to Park Avenue- Design



Van Pelt Alley between the Park Street Parking lot and Bridge Street has relatively high activity compared to other areas behind the Bridge Street buildings. While the businesses that inhabit this corridor (currently the Cantina, True North Interior Design, Salon Beautiful You, the Salad Fork, and Cherry Republic) can account for most of the high activity, it does serve a demonstrative purpose in that if there are activities and place-oriented amenities in our alleys, visitors and residents will better use them. Further, the success of these business away from US 31 also proves the viability of commercial expansion; the focus of downtown Charlevoix does not have to lay solely on Bridge Street.

At the time of studying our corridor and alley needs, Van Pelt Alley was severely underutilized and unattractive. There was little in the way of streetscape, with the only objects occupying the corridor including traffic cones, fencing and fencing. The sides of buildings ranged from lacking decoration to near blighted, with 217 Bridge Street (building on the left) lacking any facades or exterior improvements, and 221 Bridge Street (on the right) having boarded windows.

Improvements have occurred that vastly increased the condition of the alley since the first corridor vision. Planter boxes holding flowers now block the alley before the 4 way intersection, designating it as a zone for pedestrians (however, deliveries are still possible north-south through the corridor). A back-side façade has been added to 217 Bridge Street, and flags are now adorned on the side of this building. Since the previous photo, a pick-up eatery was added to the building, and tables in the alley allow for outdoor seating. 221 Bridge street also has a side façade, and serves as the exit for the Cherry Republic store. A pole with hanging string lights stands near the outdoor eating section of the Cantina. Changes proposed that are yet to be made include resurfacing to brick pavers,, and adding wooden beams over the alley between the two bridge street buildings.

Clinton Street to Park Avenue- Implementation



LEGEND



Brick Pavers



Landscaping



Bike Rack



Brick Wall



Tree



Potential
Parking
Garage



Cement Surfacing



Street Light

INVENTORY & COSTS - Complete regional cost - \$477,850

Brick Pavers: (6,630 EW, + 6,000 NS) 12,630 square feet | \$35 per square foot | total cost: **\$442,050**

Landscaping: 414 Square Feet | \$20 per square foot | **\$8,280**

Trees: number: 1 | \$600 per item | total cost: **\$600**

Brick Wall: 110 linear feet | \$172 per linear foot | total cost: **\$18,920**

Cement Surfacing: total cost: **\$500**

Street Light: number: 1 | \$6,000 per item | total cost: **\$6,000**

Bike Rack: number: (depends on model) | \$1500 per item | total cost: **\$1500**

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Recreational Authority Board Appointment

DATE: May 17, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The Charlevoix Recreational Authority was created in 2004 by the Townships of Charlevoix and Hayes and the City of Charlevoix for the primary purpose of funding some of the operating expenses of the Charlevoix Area Community Pool. The Authority Board has met loosely since that time but it is important to have a fully appointed and functioning board to carry out the responsibilities of the Authority. Pursuant to the Articles Incorporation of the Authority, the City of Charlevoix appoints three members--at least one of whom must be a member of the City Council. There is one remaining vacancy to fill. This is a Council appointment and terms are three years in length; appointees must reside within the City.

Given it's background, the Recreational Authority is more about the mechanics of funding, finance, and process than it is about the operation or programming of the pool.

RECOMMENDATION:

Motion to appoint xxx to the Recreational Authority Board for a term to expire March 31, 2024.

ATTACHMENTS:

- ▣ Application
- ▣ Application



CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION

RECEIVED

MAY 12 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.

☐ BOARD OF REVIEW	☐ HOUSING COMMISSION	☐ ZONING BOARD OF APPEALS
☐ COMPENSATION COMMISSION	☐ PLANNING COMMISSION	☒ OTHER <u>RECREATION AUTHORITY BOARD</u>
☐ DDA/MAIN STREET BOARD	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE
☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE & PARK COMMISSION	

PLEASE PRINT

NAME: RICK BRANDI
ADDRESS: 1008 SAINT JAMES PL, CHARLEVOIX, MI 49720
HOME PHONE: N/A CELL PHONE: 231-675-7788
EMAIL: RBRANDI@CHARTERMICHIGAN.NET
ARE YOU A REGISTERED VOTER IN THE CITY? YES HOW LONG HAVE YOU LIVED IN THE CITY? 33 YEARS

EDUCATIONAL BACKGROUND: BBA WESTERN MICHIGAN UNIV. 1974, MBA LAKE SUPERIOR STATE UNIV. 1994

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: CITY TREASURER 26 YEARS, DDA TREASURER 26 YEARS

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: CHARLEVOIX LIBRARY BOARD 19 YEARS, MENTOR JR. GOLF, CITY TRAIL COMMITTEE

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:
CURRENTLY TREASURER, TWP OF MITT WATERSHED COUNCIL BOARD

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: TO INSURE THE INTEGRITY OF TAX MILLAGES AND PROVIDE THE CITY WITH MY LOCAL KNOWLEDGE THAT MAY APPLY TO THE RECREATION AUTHORITY BOARD.

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? SCHEDULE NOT KNOWN AT THIS TIME.

SIGNATURE: R Brandi DATE: 5/12/21

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 - EMAIL clerk@charlevoixmi.gov

Joyce Golding

From: noreply@civicplus.com
Sent: Monday, May 17, 2021 11:01 AM
To: Joyce Golding
Subject: Online Form Submittal: Volunteer Boards and Committees Application

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.

Committees and Boards to Apply For	Other
Other	Recreation Authority
Name	Shaun R. Opie
Email Address	shaun.opie@gmail.com
Address	706 Mercer Blvd, Charlevoix, MI, 49720
Home Phone	Field not completed.
Cell Phone	602-790-0842
Are you a registered voter in the City?	No
How long have you lived in the City?	2 yrs
Educational Background	BS - Biology; PhD Molecular Virology
Professional Qualifications and / or Work Experience	Serial bioscience entrepreneur. Currently CEO and managing partner of laboratory consulting firm.
Community Activities and / or Other Experience	Field not completed.
Have you served on a board / committee or held a civic position in the past?	Yes

If yes, please explain.	Scientific advisory board member for BioStem Technologies, Inc (Ticker: BSTM) and Vitagene, Inc.
Do you foresee any potential conflicts of interest while executing the duties of this position?	No
Reason(s) You Wish to Serve	Would like to help improve the services of the Charlevoix Community Pool.
Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?	Yes
Electronic Signature Agreement	I agree.
Electronic Signature	Shaun R. Opie
Date	5/17/2021

Email not displaying correctly? [View it in your browser.](#)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Mayoral Appointment

DATE: May 17, 2021

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

Marianne Mast submitted her volunteer application and did not specify which board or committee she would like to join. The Mayor felt that since she was new to the area, the Compensation Committee would be a good introduction for her.

RECOMMENDATION:

Motion to appoint Marianne Mast to the Compensation Committee, term expiring December 2025.

ATTACHMENTS:

- ▣ Application

Print**Volunteer Boards and Committees Application - Submission #981****Date Submitted: 4/20/2021**

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**

marianne mast

Email Address

mast.marianne@gmail.com

Address

702 mercer

Home Phone

2484174529

Cell Phone**Are you a registered voter in the City?**

- ☒ Yes
☐ No

How long have you lived in the City?

10 yrs seasonal / full time residents since July 2020

Educational Background

Dental Hygiene degree
Real Estate Sales and Brokers license

Professional Qualifications and / or Work Experience

25 years Dental hygienist
14 years Realtor/Broker

Community Activities and / or Other Experience

PTA President, Girl Scout Leader, Cub Scout Leader, Church Catechist, Church volunteer, Charter School Council Member

Have you served on a board / committee or held a civic position in the past?

- ☐ Yes
☒ No

If yes, please explain.

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 would like to get involved with the city and meet more neighbors.
Full Disclosure: My husband and I do go to Florida for 2 -3 months in the winter.

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

Marianne Mast

Date

4/20/2021

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: May 17, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. DTE Work

I've been in contact with staff from DTE pushing their completion of a piping project by the Edgewater complex. They are upgrading piping in this area in advance of a more major pipeline upgrade in the next 18 months. Ideally, this phase of work should be mostly wrapped-up around Memorial Day.

B. Public Services Facility Progress

The final grading and asphalt installation process is underway for the Public Services Facility. There has been quite a bit of disturbance in the area because of the grading work; this is temporary and should be complete today or tomorrow. Asphalt is scheduled to be laid beginning Tuesday morning. We are certainly in the final stretch for completion of this project and I expect we'll begin moving staff and equipment into the building soon. The Shade Tree Commission is looking at tree planting options for the north side of the property on Crain Street.

C. Large Item Refuse Collection

We completed our large item refuse collection this week and it went well. This twice annual collection seems to be a good alternative to the twice monthly collection we formerly conducted. The process is more costly but I believe the general appearance of the community is improved without having waste out so regularly.

ATTACHMENTS:

- ❑ Investment Report of the City Treasurer
- ❑ Planning Commission Minutes
- ❑ Shade Tree & Parks Commission Minutes

Investment Update for Charlevoix City Manager and Charlevoix City Council as of 5/17/2021:

The City of Charlevoix Investment Policy authorizes the City Treasurer to establish procedures and internal controls for depositing City monies and carrying out investment decision and activities consistent with the investment policy. I have included this policy for additional information.

Per the current Investment Policy: "The Treasurer will report bi-monthly (6 times per year) to the City Manager and Council as to the type, rate and terms of the investments, total interest received, annual rate of returns with benchmark comparisons, bank ratings and other related information which enables the governing body to monitor and measure the success of the investment portfolio."

Although we normally touch on Investment Revenues within each Fund during the budget review, I have not provided the spreadsheets outlining our current investments to Council to the degree that I believe we should.

With this being said, I have included the FY 2020-21 Investment summary and also the FY proposed 2021-22 Investment summary. As you can see from these two reports, the estimated 2021-22 investment proceeds is currently \$14,472.00. In comparison, the estimated 2020-21 investment proceeds is currently \$72,797.00. This is a significant drop due to the annual interest rate on CD's which has dropped considerably during Covid 19 from a high of 2.9% to current rates of 0.25%. I do not anticipate investment proceeds to get any better in the near future.

It should also be mentioned that our policy only allows the maximum maturity for investments to be two (2) years from the date of purchase. Therefore, over the next 2 years, investment income will be lower than what we have seen in the past.

City of Charlevoix

INVESTMENT POLICY

- Policy:** It is the policy of the City of Charlevoix to invest public funds to insure the preservation of capital, allowing the highest investment return with the maximum security. The policy requires that any investments meet the daily cash flow requirements of the City and these investments conform to all state statutes governing the investment of public funds.
- Scope:** This investment policy applies to all financial assets of the City of Charlevoix. These funds are accounted for in the governments' annual financial report and include all funds unless specifically exempted by the City Council. These funds include:
- General Fund
 - Special Revenue Funds
 - Debt Service Funds
 - Capital Project Funds
 - Enterprise Funds (Electric, Sewer & Water)
 - Trust & Agency
 - Any new fund created by the governing body, unless specifically exempted by the City Council
- Prudence:** The standard of prudence to be applied by the investment official(s) shall be the "prudent person rule". Investments shall be made with judgment and care, considering prevailing circumstances, which persons of prudence, discretion and intelligence exercise in the management of their own investments, weighing the probable safety of capital as well as the probable revenue to be derived.
- Objectives:** The objectives of the City of Charlevoix investment policy are A) safety, B) liquidity and C) rate of return on investment. Safety is the highest priority since the City wishes to safeguard against the loss of principal of all public funds. Liquidity must be considered due to the cyclical nature of tax revenues and irregular spending patterns common in a municipal setting. Maximizing return within the constraints of safety, liquidity and risk-free investments is a major objective. Idle funds should be invested as they become available to maximize the return. The public's trust must be maintained in this process and all participants must act responsibly as custodians of the public trust. The overall program must be designed, documented and managed with professionalism worthy of public trust.
- Responsibility:** The individual responsible for investments is the City Treasurer, who in turn is responsible to the City Manager. The Treasurer's deputies will act in the absence of the Treasurer. The Treasurer will establish procedures and internal controls for depositing City monies and carrying out investment decisions and activities consistent with this investment policy. No person may engage in investment transactions except as provided under the terms of this policy and the procedures established by the Treasurer.
- Ethics & Conflicts of Interest:** The investment officer and all other persons involved in investment activities of the City of Charlevoix shall refrain from personal business activity that could conflict with the investment program or could impair their ability to

make impartial investment decisions. These persons will disclose to the City Council any material financial interests in financial institutions that could be related to performance of the City's portfolio.

Authorized Depositories: The City Council shall designate the depository or depositories for City funds as defined by the City Charter Section 7.14 Deposits. Depositories shall include financial institutions that must be a chartered bank or savings & loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office in the State of Michigan under the laws of Michigan under the laws of Michigan or the United States.

The Treasurer will conduct quarterly evaluations of all depositories' credit worthiness to determine whether it should be on the "Qualified Institution" listing. Use of financial institutions or security dealers may include primary or regional dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) and investment departments of banks, which have been subject to the following evaluation:

1. Financial condition, loan exposure, capital adequacy, asset quality, earnings and liquidity
2. Regulatory status of the dealer
3. Background and expertise of the individual representative
4. An upper quartile rating from a nationally recognized independent bank and savings and loan rating service.

Individuals representing institutions doing business with the City shall receive a copy of this policy, shall certify they have read and understand it's provisions (see appendix A). A copy of each certification shall be kept on file by the Treasurer.

Authorized Investments: The investment officer is permitted to invest funds in instruments allowed by State of Michigan Statutes and meet the criteria of this policy. Examples of such investments assuming they are fully secured are:

- 1) Interest bearing savings and checking accounts
- 2) Negotiable certificates of deposit
- 3) Non-negotiable certificates of deposit
- 4) U.S. Treasury bills
- 5) Bankers acceptance
- 6) Federal agency instruments
- 7) Money Market funds/investment pools in accordance with PA 20 and its amendments. Authorized mutual funds are limited to a net asset value (NAV) of \$1.00 per share. Investment pools must be organized under the surplus funds investment pool act of 1982, the local investment pool act of 1985 or the urban cooperation act of 1967.
- 8) Commercial Paper with the following ratings:

	S&P	Moody's
Highest quality	A-1	Prime-1
High quality	A-2	Prime-2

These instruments provide the City with sufficient latitude to select and meet their investment objectives. Note that the City does not include repurchase agreements in its allowed list.

Collateralization: The City of Charlevoix chooses to limit collateralization to repurchase agreements. Since repurchase agreements are not currently included in the list of available investments, there is not a current requirement for collateralization by this policy. Should these investments be allowed in the future, appropriate

collateral would be required.

Safekeeping & Custody: Investment securities purchased by the City shall be held in third-party safekeeping by an institution designated as primary agent. The City Treasurer or the City Manager, with the approval of the City Council, will execute a third-party safekeeping agreement with a third party if necessary. The agreement will include the responsibilities of each party, provisions for delivery vs. payment, procedures in case of fire failure or other mishaps, including liability. Not included in the third-party safekeeping agreement are certificates of deposit, mutual funds, direct purchase of commercial paper, and bankers acceptances.

Diversification: It is the policy of the City of Charlevoix to diversify its investment portfolio. Assets held in a pooled cash fund and other investment funds shall be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, individual financial institutions, or a specific class of investments. Diversification strategy will be determined and reviewed by the City Treasurer to insure the portfolio meets the objectives of diversification. These objectives include: maturity dates which coincide with cash flow needs, debt service requirements, reserve requirements as well as revenue expectations.

Maximum Maturities: The City of Charlevoix will attempt to match the investment of available cash to its cash flow requirements. The maximum maturity for investments will be two (2) years from the date of purchase. Special projects (such as the Electric Trust Fund) will be limited to a maximum investment of 5 years. This special project fund would be renewable with prior approval by City Council if appropriate.

Internal Controls: The City Treasurer will have investments reviewed annually by the City's designated audit firm. This review will check for appropriate internal controls, check for compliance with policies and procedures and prevent any loss of public funds due to fraud, error, misrepresentation or illegal action.

Performance Standards: Since the investment strategy of the City of Charlevoix is passive, the Treasurer can compare period yields to Lehman Brothers Government/Corporate Index, T-bill rates, CD rates and/or commercial paper rates as found in the Wall Street Journal for a given investment period. Pooled investments can be compared to the Municipal Investors Service benchmark.

Reporting: The Treasurer will report bi-monthly (6 times per year) to the City Manager and Council as to the type, rate and terms of the investments, total interest received, annual rate of returns with benchmark comparisons, bank ratings and other related information which enables the governing body to monitor and measure the success of the investment portfolio.

Glossary: Since this policy is to be available for the public, it is important that a glossary of related terminology be included as a part of this policy (attached).

Adopted by City Council: November 18, 2002

G:\WPDOCS\FINANCE\INVESTpolicy2.wpd

July 11, 2002

ACKNOWLEDGMENT OF RECEIPT OF INVESTMENT POLICY AND AGREEMENT TO COMPLY

I have read and fully understand Act 20 PA 1943, as amended, and the Investment Policy of the City of Charlevoix.

Any investment advice or recommendation given by _____
to the City of Charlevoix shall comply with the requirements of Act 20 PA 1943 as
amended, and the Investment Policy of the City of Charlevoix. Any existing investment
not conforming to the statute or the policy will be disclosed promptly.

By: _____

Title: _____

Date: _____

GLOSSARY

Agencies:	Federal agency securities and/or Government sponsored enterprises.
Asked:	The price at which securities are offered.
Bankers Acceptance:	A draft or bill of exchange accepted by a bank or trust company. The Accepting institution guarantees payment of the bill, as well as the issuer.
Benchmark:	A comparative base for measuring the performance or risk of an investment portfolio. A benchmark should represent a close correlation to the the level of risk and the average duration of the portfolio's investments.
Bid:	The price offered by a buyer of securities.
Broker:	A broker brings buyers and sellers together at the cost of a commission.
Certificate of Deposit:	(CD) A time deposit with a specific maturity. Large CD's can be negotiable.
Collateral:	Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.
Coupon:	The annual rate of interest that a bond's face value. A certificate attached to a bond evidencing interest due on a payment date.
Debenture:	A bond secured only by the general credit of the issuer.
Delivery vs. Payment:	There are two methods of delivery of securities: delivery versus payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the security.
Derivatives:	Financial instruments whose return profile is linked to, or derived from the movement of one or more underlying index or security, and may include a leveraging factor or (2) financial contracts based on notional amounts whose value is derived from an underlying index or security (interest rates, equities or commodities).
Discount:	The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.
Diversification:	Dividing investment funds among a variety of securities offering independent returns.
Federal Credit Agencies:	Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's small business firms, students, farmers, exporters.
Federal Deposit Insurance Corporation (FDIC):	A federal agency that insures bank deposits (including CD's) up to \$100,000 per institution.
Federal Funds Rate:	The rate of interest at which Fed funds are traded. This rate is pegged by the Federal Reserve through open market operations.

Government Securities:	An obligation of the U.S. Government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market.
Interest Rate Risk:	The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.
Internal Controls:	An internal control structure which insures that the assets of the entity are protected from loss, theft or misuse. This structure is designed to provide reasonable assurance that these objectives are met. Reasonable assurance recognizes that the cost of control should not exceed the benefits derived and the valuation of costs and benefits and that the valuation of costs requires estimates and judgments by management. Internal controls should address the following: 1) control of collusion 2) separation of duties in accounting & record keeping 3) custodial safekeeping 4) avoidance of physical delivery securities 5) clear delegation of authority to subordinate staff 6) written confirmation of transactions (investment & wire transfers) 7) wire transfer agreement with the lead bank and third-party custodian
Inverted Yield Curve:	A chart formation that illustrates long-term securities having a lower yield than short-term securities. This situation usually occurs during periods of high inflation combined with low levels of consumer confidence in the economy and a restrictive monetary policy.
Investment Grade Obligations:	An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment grade is restricted to obligations rated BBB or higher by a rating agency. (S&P, Moody's, etc.)
Liquidity:	An asset that can be converted easily and quickly to cash.
Mark-to-market:	The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.
Market risk:	The risk that the value of a security will rise or decline as a result of change in market conditions.
Market value:	The current market price of a security.
Maturity:	The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder.
Money Market Mutual Fund:	Mutual funds that invest solely in money market instruments (short-term debt instruments such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).
National Association of Securities Dealers (NASD):	A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares and other securities.
Net Asset Value:	The market value of one share of an investment company, such as a mutual fund. The figure is calculated by totaling a fund's assets which includes

securities, cash and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once per day on the closing price for each security in the funds portfolio. $(\text{Total assets} - \text{Liabilities}) / (\# \text{ of shares outstanding})$

No Load Fund:	A mutual fund which does not levy a sales charge on the purchase or redemption of its shares.
Nominal Yield:	The state rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the coupon rate or interest rate.
Offer:	An indicated price at which market participants are willing to sell a security or commodity. Also known as the "ask price".
Par:	Face value or principal value of a bond, typically \$1,000 per bond.
Premium:	The amount by which the price paid for a bond exceeds its par value.
Prime Rate:	A preferred interest rate charged by commercial banks to their most creditworthy customers.
Principal:	The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.
Prospectus:	A legal document that must be provided to any prospective purchaser of new securities offering registered with the SEC. This often includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management team and audited financial statements.
Prudent Person Rule:	An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.
Reinvestment Risk:	The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.
Repurchase agreement (repo or RP):	An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.
Reverse Repurchase Agreement (Reverse Repo):	An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.
Rule 2a-7 of the Investment Company Act:	Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13 month maturity limit and a 90 day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).
Safekeeping:	Holding of assets (securities) by a financial institution.
Serial Bond:	A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund:	Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.
Total Return:	The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period; (Price appreciation) + (dividends paid) + (capital gains) = total return
Treasury Bills:	Short-term U.S. Government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three (3) and six (6) month bills are weekly, while auctions of one year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.
Treasury Notes:	Intermediate U.S. Government debt securities with maturities of on to 10 years, issued in denominations ranging from \$1,000 to \$1 million or more.
Treasury Bonds:	Long-term U.S. Government debt securities with maturities of ten (10) years or more, issued in denominations of \$1,000. Currently the longest outstanding maturity for these securities is 30 years.
Volatility:	A degree of fluctuation in the price and valuation of securities.
"Volatility Risk" Rating:	A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns (aaa by S&P, V-1 Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc" by S&P, V-10 Fitch).
Yield:	The current rate of return on an investment security generally expressed as a percentage of the security's current price.
Yield to Maturity:	The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.
Zero-coupon Securities:	A security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 20-21 PROCEEDS
CIBC - Private Bank	250,000	12/28/2018	6/29/2020	Yes	2.900%	550	10,915	11,056
CIBC - Private Bank	250,000	1/9/2019	7/9/2020	yes	2.800%	547	10,490	10,636
CIBC - Private Bank	250,000	9/26/2019	9/25/2020	Yes	1.920%	365	4,800	4,867
CIBC - Private Bank	630,000	3/6/2020	3/6/2021	Yes	1.100%	365	7,065	6,581
CIBC - Private Bank	250,000	2/20/2020	2/19/2022	NO	1.700%	730	8,500	4,250
Chemical Bank	250,000	2/13/2020	8/13/2021	NO	1.700%	547	6,369	4,250
CIBC - Private Bank	630,000	3/8/2021	3/8/2022	NO	0.250%	365	1,575	99
CIBC - Private Bank	250,000	6/29/2020	6/29/2021	NO	0.470%	365	1,175	885
Comerica	250,000	10/18/2019	10/17/2021	NO	1.800%	730	9,000	4,500
CIBC - Private Bank	250,000	9/25/2020	9/25/2021	NO	0.320%	365	800	410
CIBC - Private Bank	250,000	7/9/2020	7/9/2021	NO	0.420%	365	1,050	762
Chemical Bank	750,000	4/15/2019	4/15/2021	NO	2.700%	731	40,555	20,250
Chemical Bank	250,000	2/14/2020	8/14/2021	NO	1.700%	547	6,369	4,250
TOTALS:	\$3,130,000			Average Days & Totals:		506	108,664	72,797

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2021-22 INVESTMENTS
As of May 17, 2021

BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 21-22 PROCEEDS
Chemical Bank	750,000	4/15/2019	4/15/2021	Yes	2.700%	731	41,470	851
CIBC - Private Bank	250,000	2/20/2020	2/19/2022	NO	1.700%	730	8,500	3,784
Chemical Bank	250,000	2/13/2020	8/13/2021	NO	1.700%	547	6,369	1,572
CIBC - Private Bank	630,000	3/8/2021	3/8/2022	NO	0.250%	365	1,575	1,476
CIBC - Private Bank	250,000	6/29/2020	6/29/2021	NO	0.470%	365	1,175	290
Comerica	250,000	10/18/2019	10/17/2021	NO	1.800%	730	9,000	2,466
CIBC - Private Bank	250,000	9/25/2020	9/25/2021	NO	0.320%	365	800	390
CIBC - Private Bank	250,000	7/9/2020	7/9/2021	NO	0.420%	365	1,050	288
CIBC - Private Bank	750,000	4/20/2021	4/20/2023	NO	0.250%	730	3,750	1,772
Chemical Bank	250,000	2/14/2020	8/14/2021	NO	1.700%	547	6,369	1,584
TOTALS:	\$3,130,000			Average Days & Totals:		548	80,058	14,472

**CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS, CITY HALL, 210 STATE STREET
Monday, April 12, 2021 - 6:00 p.m.**

A. Call to Order

The meeting was called to order at 6:00 p.m. by Chair Waddell.

B. Roll Call

Chair RJ Waddell

Members Present: Reid Beegen, Sherm Chamberlain, Toni Felter, Mary Millington, Jennifer Muladore, Emma Suarez Pawlicki

Members Remote: David Gray

Staff Present: Jennifer Neal, Planner; Jonathan Scheel, Zoning Administrator

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Motion by Member Chamberlain, second by Member Muladore to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of the Minutes

1. March 8, 2021 Meeting Minutes

Chair Waddell stated that the phrase "long-term project" in the first sentence, second paragraph under Item G-2 should be changed to "long-term rental".

Motion by Member Felter, second by Member Chamberlain to approve the minutes of March 8, 2021 as corrected. Motion passed by unanimous voice vote except for Member Pawlicki who abstained.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Site Plan Review: 1108 Bridge Street, Proposed Mixed Use Building

Zoning Administrator Scheel described the details of the project and stated that the applicant, Ron Way of Way Building, submitted an application and plans for Level B Site Plan Review by the Planning Commission. The proposed new construction is located at 1108 Bridge Street and would include two two-story buildings with first floor commercial office space and second floor residential units.

Zoning Administrator Scheel stated that there were some access issues with the alley behind the property which is School District property. He stated when the developer talked to the School District, they were unaware that it was their property and both parties are discussing how to get access to his property. He stated that the City Manager is in favor of having that property turned into a public use alley through the developer getting the property or if the City needs to be involved. Zoning Administrator Scheel stated that the developer would like to know that he has a valid project before he spends too much time and effort in obtaining the access.

Mr. Way questioned if the site plan showed the angle parking that he discussed with Zoning Administrator Scheel so that they could have the approval going forward with that as option one and then being able to try to get the rear yard parking. Zoning Administrator Scheel stated that originally the plan showed five parking spaces coming directly off the alley, and the developer is going to develop the public right-of-way road because it is not curb and gutter at this point and was potentially looking at nine angled parking spaces directly to the sidewalk on Wood Street. He stated that the Planning Commission has the authority to allow public parking in lieu of private parking. Chair Waddell read the recommended findings of fact from the staff report.

Motion by Member Felter, second by Member Chamberlain to approve the site plan for 1108 Bridge Street with angled parking on Wood Street at the developer's expense and eventual addition of parking on the east side once the alley access is available. Motion passed by unanimous voice vote.

2. Site Plan Review: 230 Bridge Street, Proposed Rooftop Deck

Zoning Administrator Scheel stated that this was a downtown mixed-use building that is a commercial venture on the first floor and residence on the second and this was an application for a roof deck for residential use. The applicant has substantially constructed the deck without a zoning permit, and the project has a stop work order waiting for Planning Commission approval of the project. He stated his concern that Sections 151-230 through 153.243 of the Zoning Ordinance states that "Design standards. Buildings shall have architectural variety but enhance the overall cohesive community character." He stated that photos show a blank wall, and this would be a case where something like a cornice that mimics the cornice at the rooftop would be feature that would improve the look of the deck. He stated that the corner location faced the park and is very visible from the streets and the City's visitors.

Norman Carlson, applicant, stated that he was not aware of this ordinance change and he apologized for starting the project. He stated that the regulations made a lot of sense for commercial settings. He stated that the deck was the same footprint as the existing building, there would be a rail on the south and east sides of the deck, no stairs as the only deck access is from the residence and it is not a short-term rental. Mr. Carlson responded to multiple questions from the Commission members regarding materials being used for the deck and railing and aesthetics/features of the rooftop deck.

Motion by Member Muladore, second by Member Beegen to approve the site plan for the rooftop deck at 230 Bridge Street with the following conditions: 1) stormwater plan submitted to the City, 2) deck size of 23.5' x 20', 3) schematic of the side views of the siding design for the east and south sides, and 4) a lighting plan. Motion passed by unanimous voice vote.

3. Proposed Historical Sign at Pine River Channel

Planner Neal stated that applicant Denise Fate, President of the Charlevoix Historical Society, submitted a request and plans for Planning Commission consideration for an interpretive historic sign to tell the history of indigenous people in the Charlevoix area. The proposed sign will be located on the north side of the Pine River Channel, west of the Weathervane. Ms. Fate provided a brief background of the project, the partner agencies involved, and the logic for the location selection.

Motion by Member Beegen, second by Member Felter to recommend to City Council to accept the donation as described. Motion passed by unanimous roll call vote.

4. Redevelopment Ready Communities Briefing

Community Development Fellow Martin provided a briefing about the Redevelopment Ready Communities (RRC) Program and Charlevoix's efforts to reach certification. Mr. Martin described the Program, benefits of certification and accomplishments to date. He stated that the next step was selecting the priority redevelopment sites and he described the process to identify sites to be marketed by the Michigan Economic Development Corporation (MEDC) for redevelopment. The Planning Commission's role will be to provide their vision for the identified sites for recommendation to City Council.

5. Level A Site Plan Reviews

Zoning Administrator Scheel provided an update of the three Level A Site Plan Reviews currently being conducted including: 1) 1440 Bridge Street – McDonalds for a second drive through; 2) 1410 Bridge Street (former Burger King location) – Culver's Restaurant, building using the existing footprint; 3) Bentley Hill Bakehouse - 24' x 24' outdoor pavilion for seating; and 4) special land use review for the Joppa House, 801 State Street, who wants to expand services to the house next door which the owners recently purchased.

Motion by Member Muladore, second by Member Beegen to extend the meeting for 15 minutes beyond 8:00 p.m. Motion passed by unanimous voice vote.

H. Old Business

1. Bylaws Review

Chair Waddell stated that there were three minor changes to the Bylaws as discussed at the previous meeting, but only two of the items were included in the draft so this item will be brought back to the Commission at the May meeting.

2. Accessory Dwelling Unit Discussion

Chair Waddell stated that due to the length of discussion on the earlier agenda items this item will be included on the May agenda.

Member Pawlicki asked about getting the word out to the public about this type of discussion and getting more input from the residents; Zoning Administrator Scheel stated that they could also do a press release and they were doing the same things for the Master Plan for public input/outreach.

3. Master Plan Update

Planner Neal gave a brief progress update on the City's Master Plan and reviewed the first draft of Chapter 2: *Community Description*. She also explained the efforts that will be made to engage the public in the Master Plan update process. She stated that all announcements related to the Master Plan will be posted to the City's website which can be found at: <http://www.charlevoixmi.gov/423/Master-Plan>.

Planner Neal stated that the Housing Business Park Initiative is hosting a meeting of community stakeholders to discuss the Master Plan update and housing solutions to be held on the morning of April 26th and Chair Waddell stated that he was planning to attend the meeting. If other members are interested, they should contact Planner Neal.

I. Staff Updates

J. Request for Next Month's Agenda or Research Items

K. Adjournment by 8:00 PM Unless Extended by Motion

Motion by Member Felter, second by Member Beegen to adjourn the meeting. Motion passed by unanimous vote. Meeting adjourned at 8:14 p.m.

Joyce M. Golding/fgm

City Clerk

R.J. Waddell

Chair

Charlevoix Shade Tree and Parks Commission

Meeting Minutes

April 15, 2021, 10am

Second Floor Conference Room, City Hall

Members Present: Chair Perry Hodgson; David Levy (Charlevoix, MI); Jennifer Muladore; Marc Pawlicki;
Ken Polakowski (Pawley's Island, SC)

Members Absent: None

Also Present: Mark L. Heydlauff, City Manager; Pat Elliott, DPW Superintendent

Chair Hodgson called the meeting to order at 10:03 a.m.

Motion by Muladore, second by Polakowski to approve minutes of March 11, 2021.

Motion carried.

Chair Hodgson discuss the view corridors on Park Avenue. Three have been marked and the work will be done this spring.

Member Polakowski confirmed he will work with the Electric Department Director on cutting trees around the Westenbroek Substation.

The Commission discussed the 2021 planting plan and location. They discussed filling in gaps around the golf course and what the opportunities are to plant trees where trees are quite old and large so as not to diminish the characterization of the neighborhood. The Commission will review various areas of town and look for areas to plant new trees.

Chair Hodgson discussed Water Tower Park to restore views of the channel from the benches on the bank. The Commission discussed the opportunity to improve the experience within the park.

Motion by Levy, second by Polakowski to recommend staff restore the view from the interior of Water Tower Park to allow more public enjoyment of the channel and Lake Michigan.

Motion carried.

Chair Hodgson discussed a proposed idea from Leilani Durbin and Todd Wyett to introduce plantings and beautification on the north side of the Pine River Channel between Lake Michigan and the Weathervane. The Commission believed it would be well-suited to provide guidance on the plans and design. The Commission decided it would be prudent to invite Mr. Wyett to the next meeting.

Motion by Pawlicki, second by Levy to adjust the regular meeting time to 10 a.m. on the second Thursday of each month.

Motion carried.

There was no public comment.

Adjourned at 10:59 a.m.