



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, July 19, 2021- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - July 6, 2021
 - B. Accounts Payable and Payroll Check Registers
 - C. MML Worker's Compensation Fund Board
 - D. Designate Representative to MML Annual Meeting
 - E. Water Treatment Plant Preliminary Engineering Study - \$13,800
 - F. MDOT Contract to Build Public Deck at 101 Bridge Street
 - G. Council Rules of Procedure Amendment
 - H. Shade Tree & Park Commission Resignation - Mark Pawlicki
 - I. American Rescue Plan of 2021 Funds Acceptance
 - J. Charter Amendments Ballot Language
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Appoint City Clerk-Designate
Mark L. Heydlauff, City Manager
 - B. Appoint Short Term Rentals Appeals Board
Mark L. Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

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

Consent Agenda

TITLE: City Council Meeting Minutes - July 6, 2021

DATE: July 19, 2021

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

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

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

1. Pledge of Allegiance

2. Roll Call

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

3. Presentations

A. Electric System Study Presentation

After his review, Mr. Michael McGeehan, GRP Engineering, summarized the findings and recommendations for the Charlevoix electric distribution system.

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 – June 21, 2021
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – June 23, 2021
 - b. Regular Accounts Payable Check Register – July 7, 2021
 - c. ACH Payments – June 21, 2021 to June 28, 2021
 - d. Payroll Check Register – June 25, 2021
 - e. Payroll Transmittal – June 25, 2021
- C. Charlevoix Yacht Club Request for Free Parking – Nucore Triangle & Red Fox Regatta

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-02
WAIVE PARKING FEES FOR CHARLEVOIX YACHT CLUB

WHEREAS, the Charlevoix Yacht Club is hosting the Nucore Triangle Race and Red Fox Regatta on September 3-5, 2021; and

WHEREAS, the Charlevoix Yacht Club is requesting that parking fees be waived for the races; and

WHEREAS, the City Code permits the City Council to waive parking fees for special or public events.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix, hereby waives parking fees for the Nucore Triangle Race and Red Fox Regatta on September 3-5, 2021.

RESOLVED this 7th day of July, 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Parr, Bryan, Kalbfell, Hagen

Nays: None

Absent: Knapp, Slater

- D. Venetian Festival Special Liquor License – East Park Tiki Tent
- E. Venetian Festival Fireworks – issue Fireworks Permit and sign Hold Harmless Agreement

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

Yeas: Parr, Bryan, Kalbfell, Hagen

Nays: None

Absent: Knapp, Slater

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Chamber of Commerce Lease Renewal

City Manager Heydlauff stated that the City has long leased the former post office building on Mason Street to the Charlevoix Area Chamber of Commerce. He noted that new in this lease considers that the City may look to redevelop this property in the future and we would give the Chamber notice and offer an alternative space.

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

Motion by Kalbfell, second by Hagen to approve the lease for 109 Mason Street between the Charlevoix Area Chamber of Commerce and the City of Charlevoix and authorize the Mayor and City Clerk to sign the agreement. Motion carried by unanimous voice vote.

B. MPPA Energy Waste Reduction Program

Electric Department Director Griffith stated that the Energy Waste Reduction (EWR) mandate within Public Act 342 is expected to sunset on December 31, 2021. Since this is a high-level decision, Staff would again suggest continuing with the current rebate programs.

Mayor Kurtz opened the item to public comment, and one was heard.

Motion by Hagen, second by Kalbfell to approve the continued participation of the Charlevoix Electric Department in the Energy Waste Reduction programs and direct the Electric Department Director to work toward the goals of Council. Motion carried by unanimous voice vote.

C. Public Act 171 Shutoff Notice

Electric Department Director Griffith stated that Public Act 171 established procedures for the disconnect of electric service for non-payment of utility bills. Currently, the City uses linemen to personally deliver shutoff notices. The cost of delivery could be reduced by delivering the notices by first class mail starting October 1.

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

Motion by Kalbfell, second by Bryan to authorize the delivery of the notice of disconnect of electric service to be by first class mail beginning October 1, 2021. Motion carried by unanimous voice vote.

D. Lake Charlevoix EMS Authority Benefits Resolution

City Manager Heydlauff stated that the new Lake Charlevoix EMS Authority desired to offer health and other insurance benefits comparable to our plan. On the advice of counsel, it was determined that the Authority was a related employer for the purpose of purchasing benefits and it can obtain insurance for its employees based on what the City offers its employees.

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

Motion by Parr, second by Hagen to approve Resolution 2021-07-01.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-01**

LAKE CHARLEVOIX EMERGENCY MEDICAL SERVICES AUTHORITY ADOPTION OF CITY BENEFITS APPROVAL

- WHEREAS,** *the City of Charlevoix (City) maintains the following health and welfare benefit programs:*
- *a medical, dental and vision insurance program with costs shared by the City and employees, which offers a choice between a fully insured option or a high deductible health plan plus health savings account contribution,*
 - *a cash payment in lieu of medical coverage to employees with other medical coverage,*
 - *group term life insurance,*
 - *short- and long-term disability,*
 - *may offer a section 125 cafeteria plan and flexible spending account plan, and*
 - *may offer other insurance at the employee's expense; and*
- WHEREAS,** *certain City employees will be transferred to the newly formed Lake Charlevoix Emergency Medical Services Authority (EMS Authority); and*
- WHEREAS,** *the EMS Authority wishes to offer its employees the same or very similar health and welfare benefits as the City offers, so as to be able to retain transferred employees and attract new employees in the future; and*
- WHEREAS,** *the City and the EMS Authority have been advised by legal counsel that they are related employers which may be treated as a single employer for purposes of employee benefits so that the EMS Authority may elect to participate in City health and welfare benefit plans; and*

WHEREAS, *the City and the EMS Authority have agreed that as related employers, it is advisable for the EMS Authority to adopt the City's health and welfare programs as an adopting employer, with the terms of such programs to be set by the City from time to time.*

NOW THEREFORE BE IT RESOLVED, *that the City hereby consents to the adoption of its health and welfare programs by the EMS Authority as a participating employer. The terms of such programs and the insurers to provide insured benefits shall be selected by the City from time to time in its discretion, provided that the EMS Authority shall have the discretion to provide only the high deductible health insurance plus health savings plan or only the fully insured health option, or both, and shall have the discretion to select the welfare benefits for its employees from among those offered by the City; and*

BE IT FURTHER RESOLVED, *that the EMS Authority shall pay for such health and welfare benefits for its employees, either directly to the insurer or other provider, or by reimbursement to the City, at cost; and*

BE IT FURTHER RESOLVED, *that the EMS Authority shall have the power to elect to terminate its participation in one or more of the City's health and welfare programs in its discretion, with such notice to the City as the City may reasonably require, in which case the EMS Authority will have the responsibility to develop its own health and welfare plans for its employees after the effective date of such termination.*

RESOLVED this 6th day of July, 2021 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Parr, Bryan, Kalbfell, Hagen

Nays: None

Absent: Knapp, Slater

E. Short Term Rentals Appeals Board

City Manager Heydlauff recalled that the City enacted an ordinance to limit and regulate Short Term Rentals in 2020. As part of this ordinance, an appeals board was included to hear appeals when the enforcement officer may penalize or revoke a license for cause. He stated that until now, we have not had any such appeal but an appeal has been requested.

Mayor Kurtz opened the item to public comment, and two were heard.

After discussion, Council concurred to advertise for the three open board positions following the volunteer committee policy. Kirby Dipert and Tim Kish will be contacted to determine if they may be interested. Council will revisit this item at their July 19th meeting.

F. Council Rules of Procedure Amendment

City Manager Heydlauff stated that last year, Council modified the Council Rules of Procedure to allow virtual meetings and remote participation. Earlier this spring, the legislature revised the Open Meetings Act to only permit these kinds of participation in certain circumstances. He explained that this amendment to the Rules of Procedure defers to what is allowed in the Open Meetings Act.

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

Motion by Hagen, second by Kalbfell to introduce the resolution and lay it on the table pursuant to the City Council Rules of Procedure. Motion carried by unanimous voice vote.

G. Council Appointments

Motion by Kalbfell, second by Parr to reappoint Paul Weston to the Historic District Commission, term expiring June 2024. Motion carried by unanimous voice vote.

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- Dog Park is open; Recreation Department continues their fundraising
- Inland Seas was available for McSaubia Day Campers and a sunset sail fundraiser
- Demolition of the old DPW site continues
- July 19 and August 2 Council meetings will primarily be Consent Agenda items

C. Mayor & Council Comments

- Hagen noted that the downtown clock is not displaying the correct time
- Kalbfell questioned the status of the Charlevoix the Beautiful sign on the channel; it should be reinstalled soon

9. Other Council Business

A. Closed Session: Pending Union Negotiations

Motion by Parr, second by Kalbfell to enter a Closed Session for the purpose of discussing strategy connected with the negotiation of a collective bargaining agreement pursuant to MCL 15.268(c). Motion carried by unanimous voice vote.

Council moved into Closed Session at 7:18 p.m. Council resumed Open Session at 7:42 p.m.

10. Adjourn

The Mayor adjourned the meeting at 7:43 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 06/23/2021			
AMAZON CAPITAL SERVICES	338.67	INLAND SEAS EDUCATION ASSOCIATION	1,155.00
AT&T	1,541.81	KENNEDY INDUSTRIES INC	12,485.00
AT&T	160.66	PENINSULA FIBER NETWORK LLC	470.00
AT&T LONG DISTANCE	39.96	PRIORITY HEALTH	44,090.24
AT&T MOBILITY	848.85	RANGE TELECOMMUNICATIONS	202.20
CHARLEVOIX STATE BANK	10,330.83	STANDARD INSURANCE CO	2,608.97
CHARTER COMMUNICATIONS	716.07	VERIZON WIRELESS	88.27
DELTA DENTAL	3,406.04	VSP INSURANCE CO. (CT)	550.10
EQUITABLE FINANCIAL LIFE INSURANCE	423.95	WEX BANK	384.65
HOLIDAY STATIONSTORES LLC	7,218.98	TOTAL	87,060.25
Regular Accounts Payable – 07/07/2021			
ACME SPORTS INC	344.50	KLOOSTER, ALIDA K.	50.00
ALTEC INDUSTRIES INC	256.77	KNORR, KENT J.	50.00
AMAZON CAPITAL SERVICES	579.04	KSS ENTERPRISES	663.63
AMERICAN WASTE	48.40	LIVINGSTON, BRIAN D.	50.00
ANDERSON, ELIZABETH A.	50.00	MATELSKI, KRISTEN L.	50.00
ANZELL, BETH A.	50.00	MAY, MEREDITH A.	50.00
AVFUEL CORPORATION	44,756.85	MCDERMOTT, DENNIS J.	50.00
AZZOPARDI, ANTHONY J.	50.00	McGINN, KELLY A.	50.00
BOUND TREE MEDICAL LLC	735.89	MCMULLEN, DONALD R.	50.00
BY THE BAY CLEANING	375.00	MICHIGAN MUNICIPAL LEAGUE	3,045.00
CDW GOVERNMENT	943.24	MICHIGAN RURAL WATER ASSN	755.00
CHARLEVOIX SCREEN MASTERS INC	300.00	MILLARD, CHARLES LAWRENCE	1,000.00
CHARLEVOIX TOWNSHIP	28.36	MILLER, WILLIAM S.	50.00
CHIPMAN, MARISSA	82.66	NATIONAL PEN LLC	359.30
CINTAS	42.85	NORTHERN MICHIGAN REVIEW INC.	1,397.14
CRUMP, MARY	75.00	OHM ADVISORS	12,069.75
DELL MARKETING LP	459.68	OTEC	225.00
DeROSIA, PATRICIA E.	50.00	PERSONS, TANYA	59.58
DOAN, GERARD P.	50.00	RANVILLE, KENNETH	18.18
DORAN, JUSTIN J.	50.00	RICHARDS, STEPHANIE	18.35
DORNBOS SIGN INC	1,112.00	RUNDQUIST, PATRICIA	53.49
DOTSON, LINDSEY J.	50.00	SCHOLEY, ROBERT W.	50.00
DROST LANDSCAPE	580.00	SHEPARD, RITA	8.54
ECONO SIGNS LLC	172.00	SILVA, JESSE L.A.	50.00
ELLIOTT, PATRICK M.	50.00	SPARTAN DISTRIBUTORS INC	277.60
FAMILY FARM & HOME	612.76	SPOK INC	244.51
FASTENAL COMPANY	35.64	TIMMS, ALICE	10.68
GALLS LLC	17.45	TRAVERS, MANUEL J.	50.00
GOLDING, JOYCE M.	50.00	UNIFIRST CORPORATION	208.24
GRIFFITH, JOHN J	50.00	UP NORTH ASSESSING INC	5,100.00
GRP ENGINEERING INC.	5,430.00	WURST, RANDALL W.	50.00
HACH COMPANY	1,667.09	WYMAN, MATTHEW A.	50.00
HARRELL'S	1,041.08	Z & Z MEDICAL INC	932.00
HEYDLAUFF, MARK L.	50.00	TOTAL	88,689.72
HILLING, NICHOLAS A.	50.00		
HOCQUARD, KERRY	47.47		
JEAN JACQUES, CLEVELAND	1,200.00		
ACH Payments – 06/21/2021 to 06/28/2021			
MI PUBLIC POWER AGENCY	17,002.02	VANTAGEPOINT (401 ICMA PLAN)	912.08
MI PUBLIC POWER AGENCY	177,049.09	VANTAGEPOINT (457 ICMA PLAN)	20,420.10
Mers (defined benefit plan)	51,865.59	VANTAGEPOINT (ROTH IRA)	1,180.76
IRS (PAYROLL TAX DEPOSIT)	45,333.05	MI PUBLIC POWER AGENCY	23,256.37
ALERUS FINANCIAL (HCSP)	350.00	TOTAL	344,228.48
STATE OF MI (WITHHOLDING TAX)	6,859.42		
Payroll Net Pay – Check Date 06/25/2021			
HEYDLAUFF, MARK L.	2,887.53	GOLDING, JOYCE M.	1,748.81

DRAFT

DEROSIA, PATRICIA E.	1,137.37	EVANS JR, HALBERT K.	725.85
DOTSON, LINDSEY J.	1,455.10	JASURDA, DONALD J.	747.82
KLOOSTER, ALIDA K.	1,787.66	DORST, KRISTA M.	772.93
GOLOVICH, KAREN J.	997.57	PARRISH, SAMANTHA K.	264.67
BARNEVELD, RICHELLE L.	1,226.34	MEEHAN, MAXIMUS M.	640.46
SCHULZ, GINNY L.	1,481.25	WHITE III, MARCUS W.	919.11
MILLER, FAITH G.	38.17	CUNNINGHAM, ABIGAIL A.	675.10
MCGINN, KELLY A.	1,673.43	JAREMA, CAROLINE J.	264.30
SCHEEL, CRESTON R.	321.65	PRIMAK, JACOB L.	264.30
DOAN, GERARD P.	2,466.09	CURTIS, LILY E.	282.89
SCHOLEY, ROBERT W.	1,627.58	MAY, MEREDITH A.	647.88
UMULIS, MATTHEW T.	1,079.02	SPRAGUE, CHEYENNE L.	253.72
ORBAN, BARBARA K.	1,775.74	WALKER, SAVANNAH P.	391.24
RILEY, DENISE M.	452.41	SHRIFT, EMILY K.	189.02
MUNK, CHRISTOPHER J.	1,377.69	KIRINOVIC, THOMAS F.	421.07
SCHICK, TIELER R.	1,396.72	WAGNER, KIRSTEN M.	243.16
STEWART, MORGAN J.	1,452.32	SHEETS, SOPHIA R.	258.43
MATELSKI, KRISTEN L.	1,382.24	MOOAR, ISAAK S.	363.41
BINGHAM, LARRY E.	846.23	COFFEY, JASON J.	499.66
MACGILLIVRAY, ROGER	803.71	SHANAHAN, CHERYL J.	536.61
WESTRICK, AARON J.	615.27	GILL, DAVID R.	991.15
MILLER, ZACHARY S.	924.98	MASSON, DONALD J.	566.91
WURST, RANDALL W.	1,728.26	LABLANCE, MAUREEN J.	391.18
HILLING, NICHOLAS A.	2,490.66	LIVINGSTON, BRIAN D.	1,814.94
MEIER III, CHARLES A.	1,665.42	STANLEY, MARK J.	63.49
ZACHARIAS, STEVEN B.	1,513.27	KLOOSTER, PATRICK H.	515.52
NEWMAN, MARK J.	1,589.34	WAY, KRISTINA M.	352.48
GRIFFITH, JOHN J.	2,995.57	DIETRICH, ARLENE M.	489.25
EATON, BRAD A.	2,332.03	BERRY, ROBERT J.	43.06
WILSON, TIMOTHY J.	2,670.25	WYMAN, MATTHEW A.	1,776.67
LAVOIE, RICHARD L.	2,279.04	MILLER, WILLIAM S.	786.10
STEVENS, BRANDON C.	2,409.68	DOUGLAS, MARK	1,031.42
DRAVES, MARTIN J.	2,754.14	FRATRICK, JOSEPH W.	828.17
ANDERSON, ELIZABETH A.	1,234.96	CARSON, SAWYER J.	417.92
KENWABIKISE, DAVID L.	1,106.38	PAALMAN, STEPHEN J.	1,044.22
ELLIOTT, PATRICK M.	3,065.84	MCMULLEN, DONALD R.	1,802.20
SCHWARTZFISHER, JOSEPH	1,176.01	SILVA, JESSE L.A.	1,580.47
BRADLEY, KELLY R.	1,298.58	JOHNSON, MELISSA A.	1,500.65
HART II, DELBERT W.	2,118.01	STEPHENS, LYON G.	146.64
JONES, ROBERT F.	1,145.83	TRAVERS, MANUEL J.	1,665.00
FARRELL, MITCHELL L.	1,337.26	HOSLER, ERIK R.	1,982.41
THORP JR, WILLIAM D.	1,570.66	MOYER, NATHAN I.	811.75
LEITNER, RYAN S.	1,721.65	HOLOWACH, ROGER E.	1,369.95
FERGUSON, ROYCE L.	1,325.92	RILEY, CASEY W.	400.04
DORAN, JUSTIN J.	2,173.13	JONES, LARRY M.	563.94
NEDWICK, DAVID J.	311.68	MOYER, DAVID T.	37.21
FREY, DYLAN V.	771.66	CORNELL, BRITTA J.	92.35
HART III, DELBERT W.	975.60	AZZOPARDI, ANTHONY J.	1,204.75
DOTSON, WILLIAM R.	416.71	MCCRANEY, RUSSELL R.	22.03
BEMIS, JACKSON R.	793.44	PECK, JARICA L.	244.04
FINNERTY, HOLLY E.	931.26	FALKENBERG, AMANDA M.	1,310.65
CRANDELL, ZACKARY R.	736.36	WELLS, JANINNA J.	66.07
BLAIN, TAYLOR W.	422.88	JOSLIN, ISABELLE G.	1,004.14
FRANCE JR, JAMES A.	1,276.33	WHITLEY, ANDREW T.	2,526.63
RABIDEAU, JACOB L.	796.14	MORRISON, KEVIN P.	1,913.71
MORGRIDGE, ALEXANDER J.	723.05	SNYDER, JACOB M.	554.55
SPEER, KEEGAN L.	422.88	TOTAL	129,778.72
KNORR, KENT J.	1,999.54		
ANZELL, BETH A.	1,345.76		
STEBE, LAURA A.	69.26		
MCDERMOTT, DENNIS J.	1,856.11		

Payroll Transmittal – 06/25/2021

4FRONT CREDIT UNION	1,093.00	DISCOVER BANK	310.86
AMERICAN FAMILY LIFE	479.51	EQUITABLE FINANCIAL LIFE INSURANCE	353.56
CALIF STATE DISBURSEMENT UNIT	92.19	INSTANT CASH	88.26
CHAR EM UNITED WAY	70.00	MI STATE DISBURSEMENT UNIT	429.88
CHARLEVOIX STATE BANK	867.00	PRIORITY HEALTH	1,524.99
COMMUNICATION WORKERS OF AMER	652.33	TOTAL	5,961.58

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: July 19, 2021

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/03/2021	07/09/2021	133889	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,118.00
07/03/2021	07/09/2021	133890	4FRONT CREDIT UNION	9031	Lump Sum Employer Contribution	427.00
07/03/2021	07/09/2021	133891	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
07/03/2021	07/09/2021	133891	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	392.61
07/03/2021	07/09/2021	133892	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
07/03/2021	07/09/2021	133893	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 7/3/20	70.00
07/03/2021	07/09/2021	133894	CHARLEVOIX STATE BAN	9016	Lump Sum Employer Contribution	632.00
07/03/2021	07/09/2021	133895	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	867.00
07/03/2021	07/09/2021	133896	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	652.33
07/03/2021	07/09/2021	133897	DISCOVER BANK	9032	Garnishment: WWR File #040038	274.17
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	243.61
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 7/3/2	52.09
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 7/3/202	4.40
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	38.88
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 7/3/	6.84
07/03/2021	07/09/2021	133898	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 7/3/20	2.96
07/03/2021	07/09/2021	133899	INSTANT CASH	9034	Garnishment: 21-0150SC GARNI	159.03
07/03/2021	07/09/2021	133900	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	429.88
07/03/2021	07/09/2021	133901	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 7	251.25
07/03/2021	07/09/2021	133902	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,535.31
Grand Totals:		20				7,336.45

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

07/09/21 Payroll Transmittal Checks	\$ 7,336.45
07/09/21 Payroll (net pay)	\$ 143,734.70
07/20/21 Regular Accounts Payable	\$ 335,021.34

Checks Sub-Total: \$ 486,092.49

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

07/02/21 Proximity Space, Inc.	\$ 111.92
07/06/21 AMG Payment Solutions	\$ 660.68
07/06/21 MI Public Power Agency	\$ 25,476.87
07/06/21 Payment Service Network Inc.	\$ 244.10
07/08/21 DTE Energy	\$ 2,204.52
07/08/21 State of MI (Sales Tax)	\$ 25,490.90
07/09/21 IRS (Payroll Tax Deposit)	\$ 49,484.25
07/09/21 Alerus Financial (HCSP)	\$ 350.00
07/09/21 State of MI (Withholding Tax)	\$ 7,518.43
07/09/21 Vantagepoint (401 ICMA Plan)	\$ 912.08
07/09/21 Vantagepoint (457 ICMA Plan)	\$ 20,333.25
07/09/21 Vantagepoint (Roth IRA)	\$ 1,180.76
07/12/21 MI Public Power Agency	\$ 22,961.21

ACH Sub-Total: \$ 156,928.97

Huntington National Bank Total: \$ 643,021.46

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

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

Grand Total: \$ 643,021.46

APPROVED:

CITY MANAGER

CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/03/2021	PC	07/09/2021	33459	KURTZ, LUTHER J.	54		886.56
07/03/2021	PC	07/09/2021	33460	HAGEN, AARON W.	56		524.08
07/03/2021	PC	07/09/2021	33461	KALBFELL, JANET P.	58		489.45
07/03/2021	PC	07/09/2021	33462	BRYAN JR, GREGORY T.	59		433.89
07/03/2021	PC	07/09/2021	33463	SLATER, JOHN B.	60		367.81
07/03/2021	PC	07/09/2021	33464	PARR, PHILIP M.	61		334.78
07/03/2021	PC	07/09/2021	33465	KNAPP, MARK D.	62		334.78
07/03/2021	PC	07/09/2021	33466	HEYDLAUFF, MARK L.	102		3,175.97
07/03/2021	PC	07/09/2021	33467	GOLDING, JOYCE M.	106		2,221.28
07/03/2021	PC	07/09/2021	33468	DEROSIA, PATRICIA E.	107		988.86
07/03/2021	PC	07/09/2021	33469	DOTSON, LINDSEY J.	109		1,455.09
07/03/2021	PC	07/09/2021	33470	KLOOSTER, ALIDA K.	121		2,175.68
07/03/2021	PC	07/09/2021	33471	GOLOVICH, KAREN J.	122		974.82
07/03/2021	PC	07/09/2021	33472	BARNEVELD, RICHELLE	123		1,243.38
07/03/2021	PC	07/09/2021	33473	SCHULZ, GINNY L.	125		1,462.22
07/03/2021	PC	07/09/2021	33474	MILLER, FAITH G.	142		25.46
07/03/2021	PC	07/09/2021	33475	MCGINN, KELLY A.	146		2,120.12
07/03/2021	PC	07/09/2021	33476	SCHEEL, CRESTON R.	148		430.89
07/03/2021	PC	07/09/2021	33477	DOAN, GERARD P.	201		2,466.10
07/03/2021	PC	07/09/2021	33478	SCHOLEY, ROBERT W.	204		1,627.58
07/03/2021	PC	07/09/2021	33479	UMULIS, MATTHEW T.	205		918.73
07/03/2021	PC	07/09/2021	33480	ORBAN, BARBARA K.	209		1,358.87
07/03/2021	PC	07/09/2021	33481	RILEY, DENISE M.	213		454.74
07/03/2021	PC	07/09/2021	33482	MUNK, CHRISTOPHER J.	215		1,341.55
07/03/2021	PC	07/09/2021	33483	SCHICK, TIELER R.	216		1,346.47
07/03/2021	PC	07/09/2021	33484	STEWART, MORGAN J.	217		1,456.22
07/03/2021	PC	07/09/2021	33485	MATELSKI, KRISTEN L.	230		1,382.24
07/03/2021	PC	07/09/2021	33486	BINGHAM, LARRY E.	240		943.07
07/03/2021	PC	07/09/2021	33487	MACGILLIVRAY, ROGER	244		736.93
07/03/2021	PC	07/09/2021	33488	WESTRICK, AARON J.	246		443.45
07/03/2021	PC	07/09/2021	33489	MILLER, ZACHARY S.	247		908.99
07/03/2021	PC	07/09/2021	33490	WURST, RANDALL W.	411		1,363.98
07/03/2021	PC	07/09/2021	33491	HILLING, NICHOLAS A.	413		2,157.73
07/03/2021	PC	07/09/2021	33492	MEIER III, CHARLES A.	421		1,606.13
07/03/2021	PC	07/09/2021	33493	ZACHARIAS, STEVEN B.	422		2,034.05
07/03/2021	PC	07/09/2021	33494	NEWMAN, MARK J.	424		1,743.65
07/03/2021	PC	07/09/2021	33495	GRIFFITH, JOHN J.	500		2,995.57
07/03/2021	PC	07/09/2021	33496	EATON, BRAD A.	515		2,711.64
07/03/2021	PC	07/09/2021	33497	WILSON, TIMOTHY J.	516		3,153.33
07/03/2021	PC	07/09/2021	33498	LAVOIE, RICHARD L.	519		2,308.70
07/03/2021	PC	07/09/2021	33499	STEVENS, BRANDON C.	521		2,996.94
07/03/2021	PC	07/09/2021	33500	DRAVES, MARTIN J.	523		2,365.98
07/03/2021	PC	07/09/2021	33501	ANDERSON, ELIZABETH	526		1,234.97
07/03/2021	PC	07/09/2021	33502	KENWABIKISE, DAVID L.	528		1,106.38
07/03/2021	PC	07/09/2021	33503	ELLIOTT, PATRICK M.	600		3,065.84
07/03/2021	PC	07/09/2021	33504	SCHWARTZFISHER, JOS	603		1,320.82
07/03/2021	PC	07/09/2021	33505	BRADLEY, KELLY R.	614		1,281.76
07/03/2021	PC	07/09/2021	33506	HART II, DELBERT W.	616		1,715.17
07/03/2021	PC	07/09/2021	33507	JONES, ROBERT F.	618		1,368.56
07/03/2021	PC	07/09/2021	33508	FARRELL, MITCHELL L.	622		1,396.54
07/03/2021	PC	07/09/2021	33509	THORP JR, WILLIAM D.	623		1,408.41
07/03/2021	PC	07/09/2021	33510	LEITNER, RYAN S.	624		1,618.37
07/03/2021	PC	07/09/2021	33511	FERGUSON, ROYCE L.	625		1,556.13
07/03/2021	PC	07/09/2021	33512	DORAN, JUSTIN J.	634		2,173.13
07/03/2021	PC	07/09/2021	33513	NEDWICK, DAVID J.	642		149.61
07/03/2021	PC	07/09/2021	33514	FREY, DYLAN V.	643		762.35
07/03/2021	PC	07/09/2021	33515	HART III, DELBERT W.	657		899.50

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/03/2021	PC	07/09/2021	33516	DOTSON, WILLIAM R.	661		353.73
07/03/2021	PC	07/09/2021	33517	BEMIS, JACKSON R.	667		775.45
07/03/2021	PC	07/09/2021	33518	FINNERTY, HOLLY E.	669		876.58
07/03/2021	PC	07/09/2021	33519	CRANDELL, ZACKARY R.	691		752.33
07/03/2021	PC	07/09/2021	33520	BLAIN, TAYLOR W.	692		498.13
07/03/2021	PC	07/09/2021	33521	FRANCE JR, JAMES A.	695		1,403.04
07/03/2021	PC	07/09/2021	33522	RABIDEAU, JACOB L.	696		759.62
07/03/2021	PC	07/09/2021	33523	MORGRIDGE, ALEXANDE	697		685.57
07/03/2021	PC	07/09/2021	33524	SPEER, KEEGAN L.	698		775.59
07/03/2021	PC	07/09/2021	33525	KNORR, KENT J.	700		1,999.54
07/03/2021	PC	07/09/2021	33526	ANZELL, BETH A.	702		1,345.76
07/03/2021	PC	07/09/2021	33527	STEBE, LAURA A.	703		138.52
07/03/2021	PC	07/09/2021	33528	MCDERMOTT, DENNIS J.	732		1,856.11
07/03/2021	PC	07/09/2021	33529	EVANS JR, HALBERT K.	744		562.62
07/03/2021	PC	07/09/2021	33530	JASURDA, DONALD J.	748		766.65
07/03/2021	PC	07/09/2021	33531	DORST, KRISTA M.	749		735.26
07/03/2021	PC	07/09/2021	33532	PARRISH, SAMANTHA K.	750		702.47
07/03/2021	PC	07/09/2021	33533	MEEHAN, MAXIMUS M.	751		709.20
07/03/2021	PC	07/09/2021	33534	WHITE III, MARCUS W.	754		950.49
07/03/2021	PC	07/09/2021	33535	CUNNINGHAM, ABIGAIL A	759		753.86
07/03/2021	PC	07/09/2021	33536	JAREMA, CAROLINE J.	760		843.22
07/03/2021	PC	07/09/2021	33537	PRIMAK, JACOB L.	761		858.68
07/03/2021	PC	07/09/2021	33538	CURTIS, LILY E.	770		851.36
07/03/2021	PC	07/09/2021	33539	MAY, MEREDITH A.	771		1,244.65
07/03/2021	PC	07/09/2021	33540	PETROSKY, JACOB D.	772		527.95
07/03/2021	PC	07/09/2021	33541	SPRAGUE, CHEYENNE L.	773		793.86
07/03/2021	PC	07/09/2021	33542	WALKER, SAVANNAH P.	774		905.31
07/03/2021	PC	07/09/2021	33543	SHRIFT, EMILY K.	783		714.15
07/03/2021	PC	07/09/2021	33544	KIRINOVIC, THOMAS F.	790		345.92
07/03/2021	PC	07/09/2021	33545	WAGNER, KIRSTEN M.	793		632.06
07/03/2021	PC	07/09/2021	33546	SHEETS, SOPHIA R.	794		724.82
07/03/2021	PC	07/09/2021	33547	MOOAR, ISAAK S.	796		443.45
07/03/2021	PC	07/09/2021	33548	COFFEY, JASON J.	798		462.16
07/03/2021	PC	07/09/2021	33549	DRENTH, DOUGLAS A.	838		183.47
07/03/2021	PC	07/09/2021	33550	RITTER, DAVID M.	839		532.88
07/03/2021	PC	07/09/2021	33551	GILL, DAVID R.	856		956.89
07/03/2021	PC	07/09/2021	33552	MASSON, DONALD J.	861		519.47
07/03/2021	PC	07/09/2021	33553	LABLANCE, MAUREEN J.	863		325.58
07/03/2021	PC	07/09/2021	33554	LIVINGSTON, BRIAN D.	866		1,814.94
07/03/2021	PC	07/09/2021	33555	STANLEY, MARK J.	867		57.71
07/03/2021	PC	07/09/2021	33556	KLOOSTER, PATRICK H.	868		468.66
07/03/2021	PC	07/09/2021	33557	WAY, KRISTINA M.	870		143.37
07/03/2021	PC	07/09/2021	33558	DIETRICH, ARLENE M.	871		185.31
07/03/2021	PC	07/09/2021	33559	BERRY, ROBERT J.	872		106.38
07/03/2021	PC	07/09/2021	33560	WYMAN, MATTHEW A.	927		1,710.07
07/03/2021	PC	07/09/2021	33561	MILLER, WILLIAM S.	933		1,711.21
07/03/2021	PC	07/09/2021	33562	DOUGLAS, MARK	935		1,398.84
07/03/2021	PC	07/09/2021	33563	MCCRANEY, RUSSELL R.	936		198.28
07/03/2021	PC	07/09/2021	33564	FRATRICK, JOSEPH W.	940		701.64
07/03/2021	PC	07/09/2021	33565	CARSON, SAWYER J.	941		154.17
07/03/2021	PC	07/09/2021	33566	PAALMAN, STEPHEN J.	942		1,078.47
07/03/2021	PC	07/09/2021	33567	MCMULLEN, DONALD R.	1000		1,802.20
07/03/2021	PC	07/09/2021	33568	SILVA, JESSE L.A.	1001		1,502.82
07/03/2021	PC	07/09/2021	33569	JOHNSON, MELISSA A.	1004		1,328.18
07/03/2021	PC	07/09/2021	33570	STEPHENS, LYON G.	1005		3.07
07/03/2021	PC	07/09/2021	33571	TRAVERS, MANUEL J.	1006		2,574.35
07/03/2021	PC	07/09/2021	33572	HOSLER, ERIK R.	1014		1,264.15

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/03/2021	PC	07/09/2021	33573	MOYER, NATHAN I.	1015		2,008.23
07/03/2021	PC	07/09/2021	33574	HOLOWACH, ROGER E.	1016		2,106.21
07/03/2021	PC	07/09/2021	33575	AZZOPARDI, ANTHONY J.	1017		1,417.06
07/03/2021	PC	07/09/2021	33576	RILEY, CASEY W.	1052		485.30
07/03/2021	PC	07/09/2021	33577	JONES, LARRY M.	1057		507.62
07/03/2021	PC	07/09/2021	33578	MOYER, DAVID T.	1073		231.03
07/03/2021	PC	07/09/2021	33579	WHEELER, MICHAEL W.	1103		249.49
07/03/2021	PC	07/09/2021	33580	CORNELL, BRITTA J.	1106		1,326.79
07/03/2021	PC	07/09/2021	33581	PECK, JARICA L.	1114		385.44
07/03/2021	PC	07/09/2021	33582	FALKENBERG, AMANDA	1115		672.37
07/03/2021	PC	07/09/2021	33583	WELLS, JANINNA J.	1117		201.53
07/03/2021	PC	07/09/2021	33584	JOSLIN, ISABELLE G.	1125		523.90
07/03/2021	PC	07/09/2021	133886	WHITLEY, ANDREW T.	522		2,276.80
07/03/2021	PC	07/09/2021	133887	MORRISON, KEVIN P.	601		1,604.14
07/03/2021	PC	07/09/2021	133888	SNYDER, JACOB M.	756		743.27
Grand Totals:			129				143,734.70

Km

Report Criteria:

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

Check Number	Payee	Amount
07/20/2021		
133903	ABRAMOWSKI, DWAIN M.	50.00
133904	ACCUMED GROUP, THE	2,714.73
133905	AIRGAS USA LLC	78.86
133906	ALL-PHASE ELECTRIC	1,017.10
133907	AMAZON CAPITAL SERVICES	4,027.34
133908	APOLLO FIRE EQUIPMENT	169.22
133909	AT YOUR SERVICE PLUS INC	125.00
133910	AT&T	71.65
133911	AVFUEL CORPORATION	123,941.59
133912	BAKER VEHICLE SYSTEMS	183.12
133913	BANDIT INDUSTRIES INC	458.32
133914	BAUM, DON	35.37
133915	BLARNEY CASTLE OIL CO	552.50
133916	BOUND TREE MEDICAL LLC	895.67
133917	BOX WHEELCHAIRS/AMDF INC	132.81
133918	BOYNE CITY POLICE DEPARTMENT	100.00
133919	CCP INDUSTRIES INC	293.40
133920	CHARLEVOIX SCREEN MASTERS INC	1,020.25
133921	CHARLEVOIX VENETIAN FESTIVAL	15,000.00
133922	CINTAS	109.91
133923	CINTAS CORPORATION	121.06
133924	CITY OF CHARLEVOIX - UTILITIES	37,668.90
133925	D & D ELECTRONICS	1,901.63
133926	DAGWELL, JAMES C III	600.00
133927	EJ USA INC.	4,625.52
133928	ELECTIONSOURCE	125.00
133929	ELLSWORTH FARMER'S EXCHANGE	1,609.66
133930	EMERGENCY MEDICAL PRODUCTS	53.55
133931	EMMET COUNTY SHERIFF'S OFFICE	600.00
133932	E-Z-GO A TEXTRON COMPANY	1,744.80
133933	FARMER WHITE'S	386.00
133934	GALLS LLC	107.70
133935	GANNETT HOLDINGS- OHIO	239.20
133936	GOLDEN HILLS MAPLE SYRUP	23.00
133937	GREAT LAKES ELEVATOR LLC	429.38
133938	GREAT LAKES ENERGY	233.38
133939	GRP ENGINEERING INC.	3,167.50
133940	GUNTZVILLER, RHONDA	1,072.00
133941	HACH COMPANY	928.43
133942	HALLBERG, JASON	15.00
133943	HOGARTH'S PEST CONTROL INC.	300.00
133944	HYDE SERVICES LLC	326.08
133945	HYDRO CORP	539.50
133946	IDEXX DISTRIBUTION INC.	1,141.72
133947	IPS GROUP INC	855.00
133948	JACKLIN STEEL SUPPLY CO	233.30
133949	JACOBS, MARC	50.00
133950	KENDALL ELECTRIC INC.	2,868.27

Check Number	Payee	Amount
133951	KSS ENTERPRISES	2,194.81
133953	LAKESHORE COUNTRY FARM	32.00
133954	LANDSCAPE FORMS INC	3,120.00
133955	LASER PRINTER TECHNOLOGIES	547.00
133956	LOTTIE'S BAGELS	418.00
133957	MARCO LLC	200.00
133958	MCCARDEL CULLIGAN-PETOSKEY	51.50
133959	MDC CONTRACTING LLC	2,100.00
133960	MERIT NETWORK INC	3,150.00
133961	MICHAUD, CHRISTINE	53.49
133962	MICHIGAN ASSOCIATION OF PLANNIN	675.00
133963	MICHIGAN MUSHROOM MARKET LLC	105.00
133964	MIKE'S GLASS	150.00
133965	MYNORTH MEDIA	2,000.00
133966	NAVIA BENEFIT SOLUTIONS	50.00
133967	New Pig Corporation	834.63
133968	NEXT-LEVEL SANDBAG	940.00
133969	NORTHERN MICHIGAN DUST CONTR	1,870.00
133970	NORTHWEST FIRE	216.30
133971	OHM ADVISORS	10,222.25
133972	OLESON'S FOOD STORES	247.43
133973	O'REILLY AUTOMOTIVE INC	47.44
133974	OTEC	35.00
133975	OUDBIER INSTRUMENT CO	749.00
133976	PEARSALL CONSTRUCTION	3,670.56
133977	PERFORMANCE ENGINEERS INC	460.00
133978	PICOTTE, DIANE	30.00
133979	POWER LINE SUPPLY	3,869.44
133980	PREIN & NEWHOF	300.00
133981	PRESTON FEATHER	212.88
133982	PROTEC	314.13
133983	SAUL, GINNIE	200.00
133984	SCHAEFER, RICHARD	82.66
133985	SHARROW MASONRY INC	650.00
133986	SHINDORF BUILDERS	3,693.00
133987	SKEEL, AMANDA	53.49
133988	SMITH, HALEY	75.00
133989	SPARTAN DISTRIBUTORS INC	89.21
133990	SPARTAN STORES LLC	91.04
133991	SPRINGFIELD INC.	1,338.00
133992	STATE AND MASON LLC	1,000.00
133993	SWANSON K & D INC	2,280.00
133994	TELNET WORLDWIDE	256.00
133995	Tillie's Tafel	31.00
133996	TRI-LAKES APPLIANCE REPAIR INC	421.00
133997	TUBERGEN, JANET	100.00
133998	UNIFIRST CORPORATION	523.17
133999	UNIVERSAL CREDIT SERVICES INC	32.66
134000	USA BLUE BOOK	3,116.24

Check Number	Payee	Amount
134001	UTILITIES INSTRUMENTATION SERVI	1,510.44
134002	VILLAGE GRAPHICS INC.	142.85
134003	WEST MARINE PRO	425.70
134004	WILMOT ELECTRIC INC	253.32
134005	WORK 'N PLAY SHOP	325.05
134006	XEROX FINANCIAL SERVICES	168.84
134007	ZIIBIMIJWANG INC	318.00
134008	LAKE CHARLEVOIX EMS AUTHORITY	66,036.39
Total 07/20/2021:		335,021.34
Grand Totals:		335,021.34

Check Number	Payee	Amount
07/02/2021		
70221001	PROXIMITY SPACE INC.	111.92
Total 07/02/2021:		111.92
Grand Totals:		111.92

Check Number	Payee	Amount
07/06/2021		
70621001	AMG PAYMENT SOLUTIONS	660.68
70621002	MICHIGAN PUBLIC POWER AGENCY	25,476.87
70621003	PAYMENT SERVICE NETWORK INC.	244.10
Total 07/06/2021:		26,381.65
Grand Totals:		26,381.65

Check Number	Payee	Amount
07/08/2021		
70821001	DTE ENERGY	2,204.52
70821002	STATE OF MICHIGAN	25,490.90
Total 07/08/2021:		27,695.42
Grand Totals:		27,695.42

Check Issue Date	Check Number	Payee	Amount
70921001			
07/09/2021	70921001	**EFTPS* Payroll Taxes	13,117.08
07/09/2021	70921001	**EFTPS* Payroll Taxes	13,117.08
07/09/2021	70921001	**EFTPS* Payroll Taxes	3,067.74
07/09/2021	70921001	**EFTPS* Payroll Taxes	3,067.74
07/09/2021	70921001	**EFTPS* Payroll Taxes	17,114.61
Total 70921001:			
	5		49,484.25
70921002			
07/09/2021	70921002	Alerus Financial	350.00
Total 70921002:			
	1		350.00
70921003			
07/09/2021	70921003	STATE OF MICHIGAN	7,518.43
Total 70921003:			
	1		7,518.43
70921004			
07/09/2021	70921004	Vantagepoint - 401 Plan 109153	912.08
Total 70921004:			
	1		912.08
70921005			
07/09/2021	70921005	Vantagepoint - 457 Plan 300959	5,216.00
07/09/2021	70921005	Vantagepoint - 457 Plan 300959	2,657.18
07/09/2021	70921005	Vantagepoint - 457 Plan 300959	4,197.40
07/09/2021	70921005	Vantagepoint - 457 Plan 300959	8,262.67
Total 70921005:			
	4		20,333.25
70921006			
07/09/2021	70921006	Vantagepoint - Roth IRA 706117	1,180.76
Total 70921006:			
	1		1,180.76
Grand Totals:			
	13		79,778.77

xm

Check Number	Payee	Amount
07/12/2021		
71221001	MICHIGAN PUBLIC POWER AGENCY	22,961.21
Total 07/12/2021:		22,961.21
Grand Totals:		22,961.21

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: MML Worker's Compensation Fund Board

DATE: July 19, 2021

BACKGROUND:

The City is a member of the Michigan Municipal League Worker's Compensation Fund. The fund board is elected by its members and five seats are open this fall with five candidates nominated to fill them. Action by Council is needed to cast our votes for the board.

RECOMMENDATION:

Motion to authorize the City Clerk to cast a ballot for the nominated slate of candidates for the Michigan Municipal League Worker's Compensation Fund Board of Directors.

ATTACHMENTS:

- ▣ Ballot

**Michigan Municipal League
Workers' Compensation Fund**

OFFICIAL BALLOT - 2021

Vote for five Trustees by marking the line to the left of the name for four (4) year terms beginning October 1, 2021.

- ____ **Lois Allen-Richardson, Incumbent**
Mayor, City of Ypsilanti
- ____ **Brian Boggs, Appointee**
City Council Member, City of Durand
- ____ **Maureen Donker, Incumbent**
Mayor, City of Midland
- ____ **Scott Erickson, Incumbent**
Manager, City of Ironwood
- ____ **Susan Montenegro, Appointee**
Manager, City of Leslie

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature
Date:

**Ballot deadline:
August 13, 2021**

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Designate Representative to MML Annual Meeting

DATE: July 19, 2021

BACKGROUND:

The Michigan Municipal League will hold their Annual Meeting on September 22, 2021. To conduct League business, we must designate an official to act as our representative in the business meeting.

RECOMMENDATION:

Motion to appoint Mayor Luther Kurtz as the representative to the Annual Meeting of the Michigan Municipal League and City Manager Mark Heydlauff as alternate.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Water Treatment Plant Preliminary Engineering Study - \$13,800

DATE: July 19, 2021

BACKGROUND:

We would like to have Prein&Newhof do a Preliminary Engineering Study for the following Water Treatment Plant items:

1. Replacement of (4) 18-inch wash water drain valves and (4) 6-inch air wash valves. The valves are all original to the plant and are approximately 35 years old. These valves were not included in the filter rehab project in 2019. If any of these valves were to fail, we would be unable to backwash the filters and provide safe drinking water to the City residents. Replacement of the 8 valves would mean that the filters would be completely refurbished and should allow for many more years of reliable service.
 2. Addition of Variable Frequency Drives (VFDs) on the Low Service Pumps. Currently, the low service pumps can only run at full speed and the discharge valves need to be throttled down to attain the correct flow rates. This means we have to alternate pumps at different times throughout the day to achieve the flows that we require. Adding VFDs would allow us the flexibility to maintain correct pumping rates without dead-heading the pumps by closing discharge valves. It would also help to achieve proper chemical dosages and should ultimately save on electrical costs as well.
- With this study, we can get a better idea for budgeting purposes to have this work done in the near future.

RECOMMENDATION:

Motion to approve the preliminary engineering study by Prein&Newhof for an amount not to exceed \$13,800.

ATTACHMENTS:

- ▣ Proposal

June 29, 2021

Mr. Mark Heydlauff
City Manager
210 State Street
Charlevoix, MI 49720

RE: Water Treatment Plant
Preliminary Engineering Study

Dear Mr. Heydlauff:

Thank you for the opportunity to provide the City with a proposal for a preliminary engineering study to evaluate two projects located at the Water Treatment Plant (WTP). This proposal has been prepared to review two projects identified by Mr. Nick Hilling. The study goals are generally described as follows:

1. Evaluate possible replacement of the four filter drain valves that are located with the Tonka center column and the four air supply valves for filter washing
2. Evaluate variable speed drive use for flow control of Low Service Pumps to eliminate discharge valve throttling

A report of this type provides an overview of the existing conditions, research, recommendations, and cost estimates. We understand that the projects may be considered for Year 2022 or later.

Scope

In order to determine the full scope of the project, a preliminary engineering study is required. The study will include the following:

- Conduct one site visit to the WTP to verify existing conditions pertinent to the project
- Review existing construction plans and Operation & Maintenance Manuals for the filters
- Contact the filter manufacturer, Tonka, to secure guidance on filter drain valve replacement and how it has been accommodated on other projects
- Secure WTP input on sequencing and coordination with WTP operation for valve replacement
- Prepare a preliminary basis of design to assess viability for the filter drain valve replacement including the concept for sequencing and coordination with WTP operation to accommodate the project
- Prepare a preliminary basis for design for the addition of variable frequency drives to the low service pumps and control system modifications to support the change
- Secure EGLE input on proposed projects
- Confirm scope concept with the WTP staff
- Prepare an opinion of project cost
- Provide a preliminary engineering report letter

Mr. Mark Heydlauff
June 29, 2021
Page 2

We propose to team with Century A&E to complete any electrical engineering activities. We worked with Century A&E on the generator replacement project at the water treatment plant.

Schedule

We anticipate the study can be completed within four (4) months after your direction to proceed.

Fees for Services

We propose to perform the scope of work on a time and materials basis for a not-to-exceed total of \$13,800 in accordance with standard terms and conditions. Should additional services be requested by you or water plant representatives, we would contact you and obtain your authorization prior to performing such services.

Thank you for allowing us the opportunity to present this proposal to you. Feel free to contact us with any additional thoughts or questions.

Sincerely,

Prein&Newhof

A handwritten signature in blue ink, appearing to read 'Mark R. Prein', with a stylized flourish at the end.

Mark R. Prein, P.E.

CAP/cap

cc: Mr. Nick Hilling

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: MDOT Contract to Build Public Deck at 101 Bridge Street

DATE: July 19, 2021

BACKGROUND:

This contract between the City and MDOT allows the Vue Wine Bar (101 Bridge Street) to construct a public deck by the Pine River Channel.

Council previously approved this project; MDOT requires a resolution authorizing the Mayor and City Manager to sign the agreement. Also included is the final contract between the City and CED Holdings for the deck.

RECOMMENDATION:

Motion to approve Resolution 2021-07-05.

ATTACHMENTS:

- ▣ Contract
- ▣ Resolution
- ▣ CED Holdings Deck License

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA
Control Section 15012
Permit Reference Number 76286
Contract 21-5281

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLEVOIX, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation public deck by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of a public deck within the trunkline roadway right-of-way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Public deck construction work at 101 Highway US-31 (Bridge Street) at the Pine River Channel; together with necessary related work, located within the corporate limits of the City of Charlevoix; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

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

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

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 76286.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Gaylord Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written

notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

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

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

CITY OF CHARLEVOIX

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



CITY OF CHARLEVOIX
RESOLUTION NO. 2018-07-05
EXECUTION OF MDOT CONTRACT NO. 21-5281
INSTALLATION OF PUBLIC DECK AT 101 HIGHWAY US-31 (BRIDGE STREET)

WHEREAS, the City of Charlevoix is proposing the installation of a public deck within the trunkline roadway right-of-way; and

WHEREAS, MDOT has determined it to be acceptable to have the City construct the proposed work; and

WHEREAS, the City and MDOT have reached an understanding with each other regarding the performance of project work and the maintenance and operation of the facility to be constructed.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the Mayor and City Manager to execute the MDOT Contract No. 21-5281 for the for the installation of a public deck at 101 Highway US-31 (Bridge Street).

RESOLVED this 19th day of July 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

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

This License Agreement, ("Agreement" or "License") dated this____ day of_____, 2021 ("Effective Date"), is made by and between the CITY OF CHARLEVOIX ("City") and CED HOLDINGS, LTD 101 Bridge Street Charlevoix, MI 49720, ("Licensee").

RECITALS

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

WHEREAS, the City has entered into a contract with the Michigan Department of Transportation (MDOT) to allow construction and use of a public deck on MDOT Right of Way; and

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

WHEREAS, the City has agreed to grant an exclusive license to CED Holdings, LTD, for that purpose, as more fully set forth below; and

WHEREAS, CED Holdings, LTD, desires to use certain City and MDOT Public Rights-of-Way and is willing to do so consistent with this Agreement.

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

1. Definitions.

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

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

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

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

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

2. Grant of License

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

2.2. Special Conditions on Grant.

- 2.2.1. Designs attached to this Agreement have been pre-approved by the City for use at the location indicated in that approval.
- 2.2.2. Subject to the City's permitting requirements, Licensee may repair and replace Facilities, so long as the appearance of the Facilities or property affected by the repair or replacement does not change.
- 2.2.3. Subject to obtaining the written permission of the owner(s) of the affected property, and subject to conditions of this License and the City Code, Licensee may enter upon the Public Right-or-Way to perform Construction and Maintenance on the Facility
- 2.2.4. Subject to Licensee following all conditions of MDOT permit contract 21-5281 which supersede any contradicting conditions in this contract if any.
- 2.2.5. Licensee will not unreasonably prohibit transient public use of deck during non-operating business hours.
- 2.2.6. The City will not unreasonably restrict the continued use of the deck.

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

2.4. Compliance with Law.

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

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

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

2.5. Conditions Precedent. The License shall commence upon the Effective Date, provided that the Licensee shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the City agrees to waive any of the conditions precedent), at which time it shall become effective: The Licensee shall have secured its insurance policies as set forth in Section 10 of this Agreement and delivered the certificate of insurance to the City's Risk Manager, with proof that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

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

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

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

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

3. Term.

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

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

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

4.2. No Interference.

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

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

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

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

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

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

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

4.5. Maintenance.

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

4.5.2. Licensee shall keep the Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the City gives Licensee written notice of a failure by Licensee to maintain the Facilities, Licensee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Licensee defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Licensee.

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

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

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

5. Removal Due to Termination or Abandonment.

Following the termination of the License for any reason, or in the event Licensee ceases to operate and abandons any Facilities, Licensee shall, within one hundred twenty (120) days, remove such Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way to the condition required under City Code Section 42-713(g). Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon Facilities in place and convey the Facilities to the City free and clear. If Licensee defaults in its obligations hereunder as set forth in Section 7, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Licensee.

6. Required Reports.

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

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

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

7. Default and Remedies

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

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

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

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

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

7.3. Default by City. In the event of default by the City, Licensee shall have the right to terminate this License while any default continues, beyond any applicable cure period, by giving

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

8. City Termination Right.

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

9. Indemnification

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

10. Insurance and Performance Bond.

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

10.2. Minimum Coverages and Limits:

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

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

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

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

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

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

11. Transfer

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

Notwithstanding the foregoing, to allow for internal restructuring, Licensee shall have the right to assign this License and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a

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

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

12. Notices

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

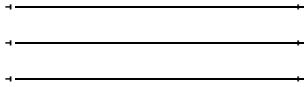
City:

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

Licensee:

CED Holdings, LLC
David Levy
Chuck Shilling
101 Bridge Street
Charlevoix, MI 49720

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



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

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

13. Miscellaneous

13.1. Materials and Claims. All materials furnished for any work done in the License Area by Licensee shall be at Licensee's sole cost and expense. Licensee agrees to protect the Facilities installed in the Public Rights-of-Way and property of the City, and the City, from all claims of contractors, laborers and material men pertaining to such work. Licensee shall promptly pay all contractors and materialmen furnishing labor, materials or services with any respect to any work performed by or on behalf of Licensee in the Public Rights-of-Way and property of the City, so as to minimize the possibility of a lien attaching to the any property of the City or the Facilities in the Public Rights-of-Way. Should any such lien be made or filed by reason of such work performed by or on behalf of Licensee, Licensee shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by the City.

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

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

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

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

13.6. Force Majeure. If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the

acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

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

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

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

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

13.11. Representations.

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

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

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

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Council Rules of Procedure Amendment

DATE: July 19, 2021

BACKGROUND:

Last year, you modified the Council Rules of Procedure to allow virtual meetings and remote participation. Earlier this spring, the legislature and governor revised the Open Meetings Act to only permit these kinds of participation in certain circumstances. This amendment to the Rules of Procedure defers to what is allowed in the Open Meetings Act as it stands now and may be amended in the future. The amendment was introduced and laid upon the table at your July 6th meeting per the Rules of Procedure.

RECOMMENDATION:

Motion to approve Resolution 2021-07-04 as presented.

ATTACHMENTS:

- ▣ Resolution

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-04
AMENDMENT TO THE RULES OF PROCEDURE FOR CITY COUNCIL

- WHEREAS,** the Charlevoix City Council adopted "Rules of Procedure for City Council" on November 4, 1996 and has subsequently amended them from time to time; and
- WHEREAS,** pursuant to Rule 20 of the Rules, they may be amended by resolution voted upon at any meeting but shall be tabled until the next regular meeting thereof or at such other time as the Council shall determine; and
- WHEREAS,** the COVID-19 pandemic caused the Governor to declare a State of Emergency and public health authorities recommended social distancing guidelines including virtual meetings. Subsequently, the legislature and governor enacted revisions to the Open Meetings Act limiting the applicability for virtual meetings and remote participation.

NOW THEREFORE BE IT RESOLVED, Rule 2 of the "Rules of Procedure for City Council" shall be amended as follows: Strike all language so that

Rule 2 should read:

Four members of the City Council (which may include the Mayor) shall be present in the appointed meeting location to constitute a quorum for the transaction of business. Members may participate remotely only when the Open Meetings Act may specifically allow it; virtual meetings shall likewise only be permitted in circumstances allowed by law or a State of Emergency.

In the absence of a constituted quorum, two or more members may adjourn any *regular* or *special* meeting to a later date. In the event of such adjournment, the City Clerk shall notify the absent members, and as soon as reasonably possible, but failure of such other members to receive notice shall not excuse them from attending such adjourned meeting.

Issues requiring a majority of Council require four votes to enact and, when applicable, are shown herein as **majority**. Issues requiring only a majority of the quorum present are shown as *majority*. Members present via remote means shall be deemed present in both circumstances.

RESOLVED this 19th day of July 2021

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Shade Tree & Park Commission Resignation - Mark Pawlicki

DATE: July 19, 2021

BACKGROUND:

Effective July 12, 2021, Mark Pawlicki resigned from the Shade Tree & Park Commission.

RECOMMENDATION:

Motion to approve Mark Pawlicki's resignation from the Shade Tree & Park Commission.

ATTACHMENTS:

- ▣ Letter of Resignation

July 12, 2021

Joyce Golding
City Clerk
City of Charlevoix
210 State Street
Charlevoix, MI. 49720

Dear Joyce:

This is to inform you of my resignation from the Shade Tree and Parks Commission, effective immediately. I have enjoyed my time on the commission and appreciate being appointed. It has been a tremendous experience, but circumstances are requiring us to move from the area. We will miss Charlevoix and the people we have met here.

Sincerely,



Mark Pawlicki
714 E Dixon Ave.
Charlevoix MI 49720

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: American Rescue Plan of 2021 Funds Acceptance

DATE: July 19, 2021

BACKGROUND:

American Rescue Plan Act of 2021 is intended to provide additional relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses. On May 10, 2021, the United States Department of Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to recover from the COVID-19 pandemic.

The City of Charlevoix will receive its funding through the State of Michigan, which acts as a pass-through for smaller municipalities not entitled to receive funding directly from the federal government. The State has computed the City of Charlevoix Funding Estimate to be \$260,415.00. This funding will be paid to the City over two years. The ARPA permits the City to use the Fiscal Recovery Funds to cover eligible costs incurred during the period beginning March 3, 2021 and ending December 31, 2024. Eligible costs generally include recovery of revenue losses and negative economic impacts from the COVID-19 pandemic, and investments in water, sewer, and broadband infrastructure. Final guidance is still being developed related to eligible costs.

RECOMMENDATION:

Motion to approve Option One to accept the CLFRF funding from the State of Michigan, direct the City Treasurer to complete all necessary documents, and authorize the City Manager to sign all forms needed on behalf of the City of Charlevoix.

ATTACHMENTS:

- ❑ Form 5751
- ❑ State of Michigan Department of Treasury Numbered Letter 2021-5
- ❑ Award Terms and Conditions
- ❑ Compliance with Title VI of Civil Rights Act of 1964
- ❑ ARPA Power Point Presentation Information

Coronavirus Local Fiscal Recovery Fund (CLFRF) Non-Entitlement Unit of Local Government (NEU) Funding Election and Budget Certification

Completed and signed form must be uploaded in the [ELITE System](#).

PART 1: NON-ENTITLEMENT UNIT OF LOCAL GOVERNMENT INFORMATION			
Local Unit Name City of Charlevoix		Local Unit County Name Charlevoix	
Local Unit Municipal Code 15-2020		Contact Email Address markh@charlevoixmi.gov	
Contact Name Mark Heydlauff	Contact Title City Manager	Contact Telephone Number (231) 547-3270	Extension
PART 2: ELECTION OF CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FUNDING			
Select one of the options below indicating the CLFRF funding option your local unit elects. The selected option will apply to both the 2021 and 2022 CLFRF funding distributions. A local unit cannot change the elected option once this form is submitted to the Michigan Department of Treasury.			
☒ Option One: NEU accepts the CLFRF funding and requests payment from the State of Michigan. Complete the remainder of the form.			
☐ Option Two: NEU declines the CLFRF funding allocation for the NEU and requests the funds be transferred to the State of Michigan. The NEU must complete and sign the U.S. Treasury Notice of Transferring CLFRF Funds to the State. Complete Parts 3 and 5 and skip Part 4.			
☐ Option Three: NEU declines the CLFRF funding by selecting neither Option One or Option Two; and therefore, the NEU's CLFRF funds will be distributed proportionately to NEUs that elected Option One. For U.S. Treasury purposes, the NEU will be classified as "non-responsive." Skip Parts 3 and 4 and complete Part 5.			
PART 3: CERTIFIED TOP-LINE BUDGET TOTAL			
An NEU that elected Option One or Option Two in Part 2 must enter the NEU's Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) as of January 27, 2020.		Top-Line Budget \$ 22,741,282.00	
PART 4: REQUIRED NOTIFICATION			
NEUs that elected Option One in Part 2, accepting the CLFRF funding, will be required to report and upload the documents below as part of the NEU's first reporting to the U.S. Treasury. The first report is due October 31, 2021.			
• Copy of signed Award Terms and Conditions Agreement • Copy of signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964 • Copy of actual budget documents validating the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) amount provided to the State of Michigan in Part 3 above			
PART 5: CERTIFICATION			
<i>The undersigned Chief Administrative Officer, following approval by the governing board where applicable, of the local unit indicated in Part 1 hereby certifies to the Michigan Department of Treasury the following:</i>			
1) <i>The Chief Administrative Officer elected an Option in Part 2 to either accept or decline the Coronavirus Local Fiscal Recovery Fund (CLFRF) funding. Acknowledges that this election is a one-time election and cannot be modified for future CLFRF distributions.</i>			
2) <i>The Chief Administrative Officer reviewed the federal and state guidance related to the determination and calculation of the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5), and certifies to the Michigan Department of Treasury that the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) amount as of January 27, 2020, provided in Part 3 above, is accurate.</i>			
3) <i>The Chief Administrative Officer read the information provided in Part 4 above and acknowledges and understands the documents that will be required to be provided to the U.S. Treasury as part of the first federal reporting due October 31, 2021.</i>			
Chief Administrative Officer Signature (as defined in MCL 141.422b)		Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) Mark Heydlauff	
Title City Manager		Date 07/19/2021	

For questions, call 517-335-0155 or email: Treas-ARPA@michigan.gov

**CITY OF CHARLEVOIX
ORDINANCE NO. 798 of 2019
BUDGET APPROPRIATION ACT**

THE CITY OF CHARLEVOIX ORDAINS:

WHEREAS, the City Council of the City of Charlevoix did give notice of the time and place when a public hearing would be held in conformity with provisions of Section 7.8, Article VII of the City Charter, which Public Hearing was duly held pursuant to said notice and in conformity therewith.

THEREFORE, BE IT RESOLVED, that the revenues and expenditures for the fiscal year commencing on April 1, 2019 and ending March 31, 2020 are hereby appropriated on a fund level basis (a detailed breakdown by activity level can be found in the Budget Details document) as summarized by the following:

GENERAL FUND

TOTAL REVENUES: \$4,559,300

TOTAL EXPENSE: \$4,559,300

BE IT FURTHER RESOLVED, that the City Council of the City of Charlevoix does hereby levy 11.0526 mills (9.05 mills operating and 2.0026 mills infrastructure) for the period of April 1, 2019 through March 31, 2020 on all real and eligible personal property in the City of Charlevoix according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Charlevoix and for infrastructure improvements, and is levied pursuant to Section 8.1, Article VIII of the City Charter; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1.3556 mills for the period April 1, 2019 through March 31, 2020 on all real and eligible personal property in the Downtown Development District, according to the valuation of the same within the district; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1 mill for the period April 1, 2019 through March 31, 2020 on all real and eligible personal property in the City of Charlevoix, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of rubbish collection and other related services provided citizens allowed by the act, and is levied pursuant to Michigan Public Act 213 of 1969; and

BE IT FURTHER RESOLVED, that the City Council does hereby approve the following budgets for the period April 1, 2019 through March 31, 2020 in the amounts set forth below by fund:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENSE</u>
Major Street Fund	\$ 552,740	\$ 514,352
Local Street Fund	168,100	168,100
Electric Fund	7,869,100	7,869,100
Sewer Fund	3,664,700	3,664,700
Water Fund	1,927,500	1,927,500
Marina Fund	1,489,500	1,489,500
Airport Fund	2,604,222	1,943,530
Downtown Development Authority	605,200	605,200
Employee Fringe Benefit	2,815,100	2,815,100
Motor Vehicle Fund	1,065,100	1,065,100
Perpetual Care Trust Fund	6,000	0
General Debt Service Fund	321,700	321,700
Fire/Ambulance Fund	200,000	200,000
Sewer Tap-in Fund*	15,100	0
Northside/Southside Sewer Fund*	4,250	0
Infrastructure Improvement	471,400	301,400
Road Improvements	244,300	200,000
Public Works Site Fund	326,393	103,900
Industrial Park Fund	3,500	3,500
Mt. McSaubia Recreation Fund	7,020	0

* These funds are part of the Sewer Fund.

Exp =
22,741,282.00

Ordinance # 798 was adopted on the 18th day of February, 2019 A.D., by the Charlevoix City Council as follows:
Motion by: Hagen

Seconded by: Oleksy
Yeas: Kalbfell, Bryan, Hagen, Perron, Oleksy, Cole
Nays: None
Absent: None

State of Michigan }
City of Charlevoix } §

C. Code Book Re-codification Ordinance Public Hearing

City Manager Heydlauff stated that Section 5.7 of the City Charter requires that the City Code be codified at least every 10 years. American Legal Publishing completed their work. Ordinance 799 of 2019 would approve and implement the revised City Code.

**CITY OF CHARLEVOIX
ORDINANCE NO. 799 of 2019**

**AN ORDINANCE ADOPTING, ENACTING, AND RECODIFYING THE CITY CODE FOR THE CITY OF CHARLEVOIX, MICHIGAN;
PROVIDING FOR THE MANNER OF AMENDING THE CODE; AND PROVIDING WHEN THE CODE AND THIS ORDINANCE SHALL
BECOME EFFECTIVE.**

THE CITY OF CHARLEVOIX ORDAINS:

WHEREAS, the State of Michigan has authorized recodification as provided for in MCL 117.5b and the Acts of the Legislature of the State of empower and authorize the City of Charlevoix to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the City Council for the City of Charlevoix has authorized a general compilation, revision and codification of the ordinances of the Political Subdivision of a general and permanent nature and publication of such ordinance in book form.

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLEVOIX:

SECTION 1. The general ordinances of the Political Subdivision as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the City of Charlevoix, Michigan."

SECTION 2. The Code entitled "Code of Ordinances, City of Charlevoix, Michigan," published by American Legal Publishing consisting of Sections 1.1 through 14.11, each inclusive, is adopted.

SECTION 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and re-ordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code.

SECTION 4. Such Code shall take effect and be deemed published as of the date that this Ordinance becomes effective under Michigan Law and the Clerk of the City of Charlevoix is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk.

SECTION 5. All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved from repeal and may be consummated according to the law in force when they commenced or occurred. This ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this ordinance, or initiated after the effect date for an offense committed before such effective date.

SECTION 6. Ordinances adopted after February 4, 2019 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

SECTION 7. Effective Date: This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 799 was adopted on the 18th day of February, 2019 A.D., by the Charlevoix City Council as follows:

Motion by: Perron
Seconded by: Kalbfell
Yeas: Kalbfell, Bryan, Hagen, Perron, Oleksy, Cole
Nays: None
Absent: None



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

NUMBERED LETTER 2021-5

Issued By: Community Engagement and Finance Division (CEFD)
Bureau of Local Government and School Services

Effective Date: July 1, 2021

2021-5 Top-line budget definition – American Rescue Plan Act
(ARPA)

Intended Audience: Non-Entitlement units of local governments requesting or declining
Coronavirus Local Fiscal Recovery Fund payments under ARPA.

Summary:

U.S. Treasury released guidance on June 30, 2021, entitled "Update on Interpretation for the 75 Percent Budget Cap Calculation." Under the guidance, the State of Michigan must adopt a uniform standard to define how non-entitlement units of local government calculate their top-line budget, defined by ARPA as the most recent budget as of January 27, 2020.

Definition of Top-Line Budget:

The Michigan Department of Treasury, within the framework prescribed by U.S. Treasury, defines top-line budget to include the sum of the following:

All budgeted expenditures (including other financing uses) for the general, special revenue, debt service, capital projects, and permanent funds; including transfers out for enterprise funds. This calculation includes all governmental and enterprise funds but excludes internal service and fiduciary funds. Budgeted expenditures are as of January 27, 2020.

Funds that do not have an adopted budget will use the actual expenditures (including other financing uses for governmental funds) or expenses (including both operating and nonoperating expenses and transfers out for enterprise funds) found in the most recent audited financial statements for the period ending prior to January 27, 2020.

If you have any questions, please visit [Michigan.gov/ARPA](https://michigan.gov/ARPA) or email our office at TreasLocalGov@michigan.gov. For ARPA specific questions e-mail Treas-ARPA@michigan.gov

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Charlevoix 210 State Street Charlevoix, MI 49720	DUNS Number: [Recipient to provide] 056275076 Taxpayer Identification Number: [Recipient to provide] 38-6004543 Assistance Listing Number: 21.027
---	---

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title: City Manager

Date signed: 7/19/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above; and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Charlevoix

Recipient

Date 7/19/2021

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Engagement. Service. Improvement.

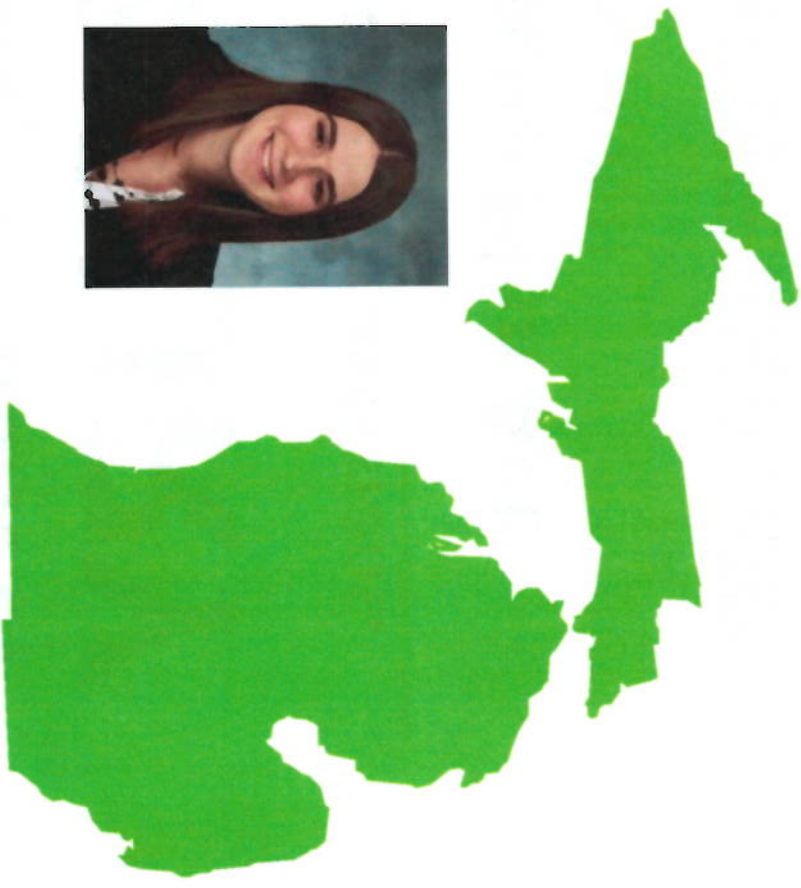
American Rescue Plan Act

Thursday, June 17, 2021

Disclaimer: The U.S. Department of Treasury has issued interim rules for the American Rescue Plan Act. These rules are subject to change. The information provided during this webinar is solely intended for general reference and is not comprehensive or final information. It is recommended that local governments review all guidance from federal Treasury and contact their legal counsel and auditor for your specific situation.

Welcome Greeting

Kayla Rosen
Departmental Analyst,
Community Engagement and Finance,
Department of Treasury



Fiscally Ready Communities Webinar Trainings

The Michigan Department of Treasury and Michigan State University Extension (MSU Extension) are excited to announce our newest Fiscally Ready Communities trainings!

Upcoming Free Training Opportunities:

Budgeting for Fiscal Sustainability

- Wednesday, August 25th at 10 a.m.

Capital Asset Management and Planning Trainings

- Tuesday, June 29th at 10 a.m.
- Wednesday, July 28th at 2 p.m.
- Thursday, December 9th at 6 p.m.

Please register for the training that best fits your schedule at:

www.Michigan.Gov/FiscallyReady

Updates and Resources for Local Governments:

13th Webinar

I. Welcome & Introductions

Heather Frick, Bureau Director, Bureau of Local Government and School Services, Michigan Department of Treasury

II. Updates on the American Rescue Plan Act

- a. Receipt of Funds
- b. Eligible and Ineligible Uses of ARPA Funds
- c. Revenue Losses
- d. Reporting

Eric Bussis, Chief Economist and Director of the Office of Revenue and Tax Analysis, Michigan Department of Treasury
Rod Taylor, Administrator, Community Engagement and Finance Division, Michigan Department of Treasury

III. Special Message to Locals

Lt. Governor Garlin Gilchrist II, State of Michigan

Dave Massaron, State Budget Director, State Budget Office

IV. Municipal Association Updates

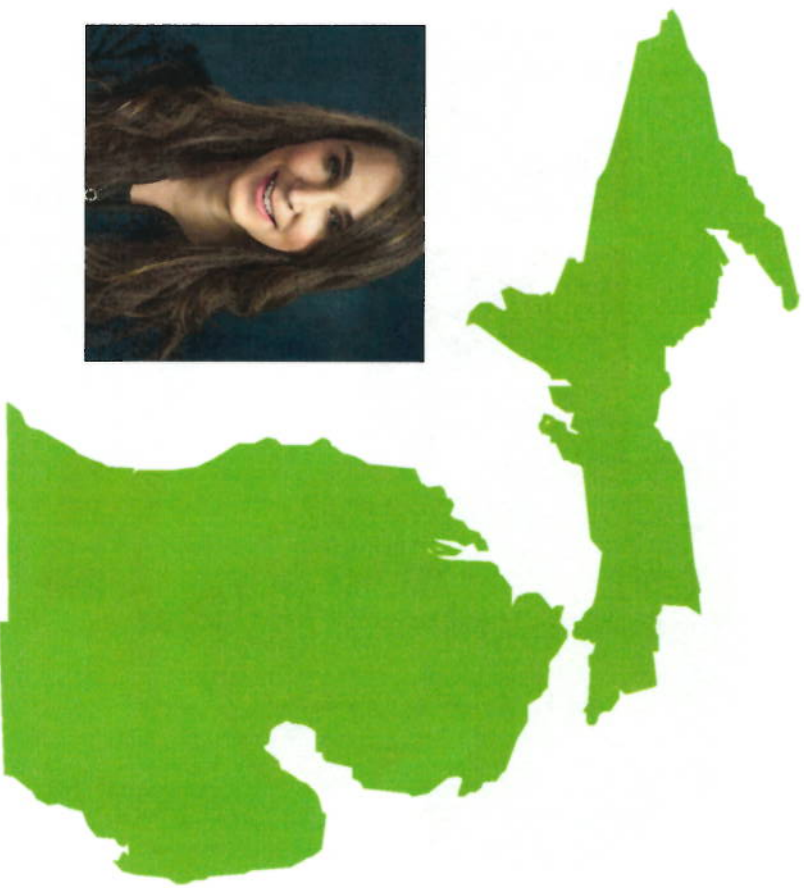
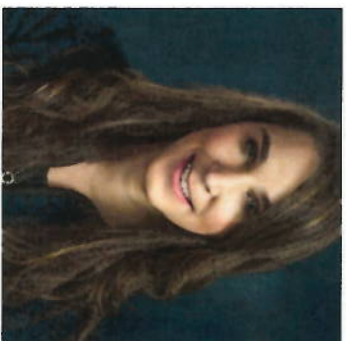
V. Question and Answer

VI. Closing Remarks

Heather Frick, Bureau Director, Bureau of Local Government and School Services, Michigan Department of Treasury

Welcome & Introductions

Heather Frick
Bureau Director
Bureau of Local Government and School Services
Department of Treasury



American Rescue Plan Act (ARPA) Updates

Eric Bussis
Chief Economist and Director
Office of Revenue and Tax Analysis
Michigan Department of Treasury

Rod Taylor
Administrator
Community Engagement and Finance
Department of Treasury



American Rescue Plan Act (ARPA)

Broad relief plan with many programs and initiatives

- Signed by President Biden – March 11, 2021

Objectives

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address public health and economic challenges that have contributed to the unequal impact of the pandemic

American Rescue Plan Act (ARPA)

Established the Coronavirus Local Fiscal Recovery Fund (CLFRF)

- Provides substantial funding to local governments by either:
 - Federal direct payments to Counties
 - Federal direct payments to Entitlement Metropolitan Cities (includes some Townships)
 - State payments to Non-Entitlement Units of Local Government (NEUs)

Coronavirus Local Fiscal Recovery Fund

Information and Resources:

- [The American Rescue Plan Act of 2021](#)
- [U.S. Treasury Website](#)
 - [Interim Final Rule](#)
 - Feedback due 60 days from May 17
 - [Frequently Asked Questions \(FAQs\)](#)
 - [Non-Entitlement Community Guidance](#)
 - [Fact Sheet](#)
- [U.S. Bureau of Census Classification Manual](#)
- [Register for U.S. Treasury COVID-19 Relief Updates](#)

American Rescue Plan Act (ARPA)

Counties

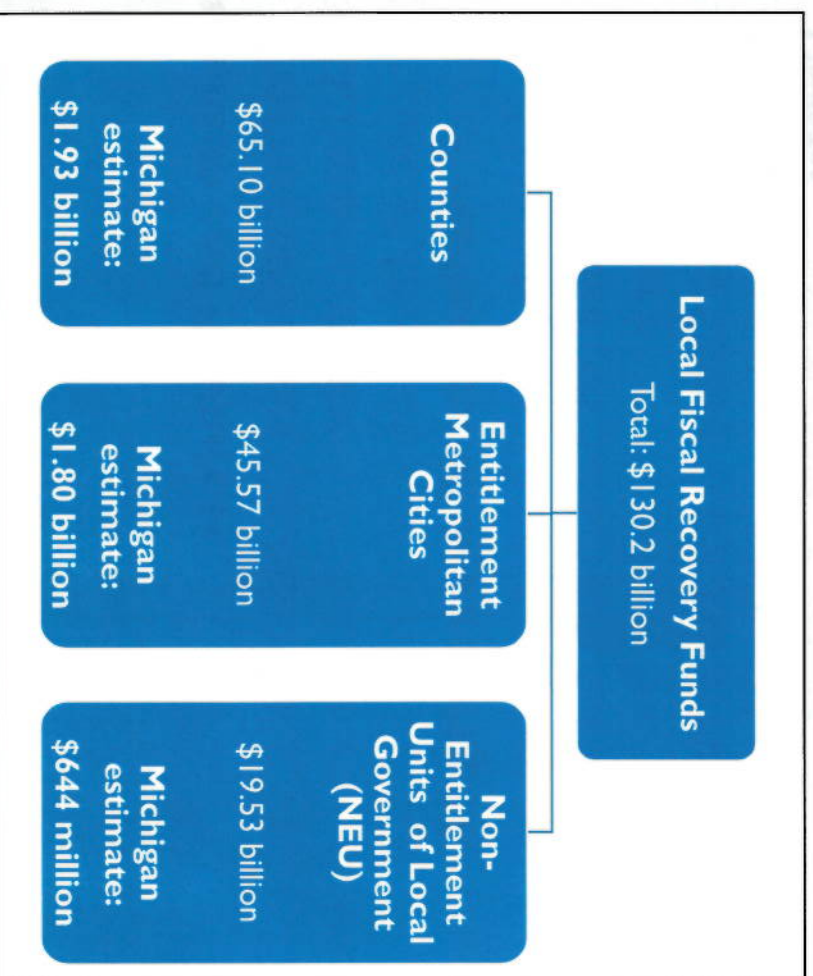
- Payments based on the county's relative population
- Direct payment from U.S. Treasury

Entitlement Metropolitan Cities

- Payments based on Community Development Block Grant (CDBG) Entitlement and a statutory formula
- Direct payments from U.S. Treasury

Non-Entitlement Units of Local Government (NEUs)

- Payments based on population
- Funding distributed to States which distributes to local governments



Payments and Related Expenditures

Two payments will be issued

- 50% in 2021 and 50% in 2022

Cover expenditures beginning March 3, 2021

Must be obligated by December 31, 2024

- Under the interim rule, obligated is incurred
- Period of performance extends to December 31, 2026

Required Information for ARRA Funding

Information required:

- Local government name, taxpayer ID number, [DUNS Number](#), and address
- SAM.gov account
- Authorized representative name, title, and email
- Contact person name, title, phone, and email
- Funds transfer information
- [Award Terms and Conditions Agreement](#)
- Assurances of Compliance with [Title VI of the Civil Rights Act of 1964](#)

Entitlement Metropolitan Cities and Counties

Entitlement Metropolitan Cities and Counties

- Federal definition of Metropolitan Cities includes some Michigan Townships
- [Funding requested via federal portal](#)

Lists of Entitlement Metropolitan Cities and Counties have been identified by U.S. Treasury

- [County Allocations](#)
- [Metropolitan City Allocations](#) (includes some townships)

Non-Entitlement Units of Local Government (NEU) Distributions



Timeline on NEU Information

- U.S. Treasury released Interim Rule – May 10th
- City, village and township [population data released by U.S. Treasury](#) – May 10th
- U.S. Treasury released NEU Guidance – May 24th
- U.S. Treasury issued NEU payment to Michigan – May 28th
- U.S. Treasury released FAQ – last update June 10th
- Michigan Legislature appropriated NEU funding in SB 37 – Senate concurred June 16th
 - Bill has not yet been presented to the Governor

Non-Entitlement Units of Local Government (NEU)

Non-Entitlement Units of Local Government

- Local governments typically serving populations of less than 50,000
- Includes cities, villages, and townships as determined by U.S. Treasury
- Application for funding will occur in **Elite**

NEU Payment Options

- Option One: NEU Requests Funding
 - NEU Requests Payment from State of Michigan
- Option Two: Funds Transferred to State
 - NEU Request transfer to State of Michigan
 - Required to submit signed federal form
 - Form forthcoming from U.S. Treasury
- Option Three: Funds Transferred to other NEUs
 - NEUs that decline the funds by neither selecting Options One or Two are treated as unresponsive

The selected option applies to both tranches and cannot be changed for the 2022 payment

- Federal Documents completed by Chief Administrative Officer

- [Award Terms and Conditions Agreement](#)
- [Assurances of Compliance with Title VI of the Civil Rights Act of 1964](#)

NEU Steps to Start Now

- Review payment information in [SIGMA](#)
- Obtain a [DUNS](#) number and active account on the Federal System for Award Management ([SAM.gov](#))
- Complete the Michigan Treasury Compliance form – coming soon
- Identify total operating budget amount as of January 27, 2020
 - This is defined as the total general fund and other funds

NEU Resources

Treasury website: [Michigan.gov/ARPA](https://michigan.gov/ARPA)

- Many required documents available
- Additional forms and documents coming soon

Updated NEU Estimates

- Resolves Township and Village Calculation Issue

ARPA ALLOWABLE USES



Disclaimer

The U.S. Department of Treasury has issued interim rules for the American Rescue Plan Act.

These rules are subject to change.

The information provided during this webinar is solely intended for general reference and is not comprehensive or final information.

All units that accept Local Fiscal Recovery Funds are responsible for being audited by U.S. Treasury.

It is recommended that local governments review all guidance from federal Treasury and contact their legal counsel and auditor for your specific situation.

Allowable Uses and Prohibitions

Allowable uses include the following:

1. Response to public health emergency or its negative economic impacts
2. Provide premium pay for essential workers, within caps
3. Provide government services to the extent of revenue lost
4. Make necessary investments in water, sewer, or broadband infrastructure

Prohibited from using funds:

- Pension contributions*
- Replenishing budget stabilization fund, rainy day fund, or similar reserve account
- Legal settlements
- Outstanding debt

* Does not include portion part of “covered benefits”

Allowable Use #1: Public Health and Economic Impacts

Assessing whether a program or service “responds to” the COVID-19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID-19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact.

Source: Interim Final Rule – II. Eligible Uses,
A. Public Health and Economic Impacts

Allowable Use #1: COVID-19 Eligible Expenditures

Eligible Uses	Details (IFR p. 11-21)
Containing/Mitigating Covid-19 (IFR p. 16)	•Vaccine programs, PPE, medical expenses •Enhancing public health data systems •Capital investments in public facilities to meet pandemic operational needs etc.
Behavioral Healthcare Needs (IFR p. 17)	•Mental health/substance abuse treatment •Crisis intervention/hotlines •Services to promote access to social services
Payroll/Benefits: Public health/safety Human services Similar employees (IFR p. 18)	•Eligible to the extent that the work completed was for COVID-19 response/mitigation. •For administrative convenience, public health/safety workers, recipients can use funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.(FAQ 2.14) •Payroll and covered benefits can also be used for an employee's pension benefits as part of their payroll contribution to their pensions . (FAQ 2.14)

Sources: GFOA

Allowable Use #1: Negative Economic Impact

Eligible Uses	Details (p. 21-38)
Impacted Industries (Tourism/Travel/Hospitality etc.) (IFR p. 32)	• Implement COVID-19 mitigation/prevention measures to enable safe resumption of tourism, travel, and hospitality services e.g., improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans
Rebuilding Public Sector Capacity to Pre-Pandemic Levels (IFR p. 32)	• Payroll Benefits • Rehiring public-sector staff • Replenishing UI trust funds
Small Business Support (IFR p. 30)	• Loans, grants, in-kind assistance for operation continuity, mitigation/prevention, and counseling programs to rebound from the downturn
Hardest-Hit Communities (IFR p. 34)	• Investing in socioeconomic disparities, housing/communities • Addressing disparities in education

Michigan has 565 QCTs

- Facilitate access to resources that improve health outcomes
- Community health workers to help access services
- Navigators to help applying for public benefits or services
- Housing services
- Remediation of lead paint or other lead hazards
- Violence intervention

Economic Impacts

- Building strong communities through investment in housing and neighborhoods
- Addressing educational disparities
- Promoting healthy childhood environments

Non-QCT (FAQ 2.11)

“...support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served.”

Source: Interim Final Rule: Page 37, Item 12

Qualified Census Tract (QCT)

Workers Performing Essential Work During COVID

Eligible workers are those: "...needed to maintain continuity of operations of essential critical infrastructure..."

Examples include:

- Staff at nursing homes, hospitals, and home care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- **Janitors and sanitation workers**
- Truck drivers, transit staff, and warehouse workers
- **Public health and safety staff**
- Childcare workers, educators, and other school staff
- Social service and human services staff
- **Other sectors can be added as long as they are deemed critical to protect the health and well-being of residents**

Allowable Use #2: Premium Payments

Allowable Use #2: Premium Payments

Allowable Payment:

- Additional pay up to \$13/hour for all work.
- Can not reduce or substitute normal earnings
- May not exceed \$25,000/person
- Justification required if workers pay will be above 150% state or county average annual wage
- Retroactive pay allowed

How can you use these funds?

“Government Services”

- Maintenance or new infrastructure, such as roads
- Health services
- Environmental remediation
- Police, fire, and other public safety services

Excludes

- Issuance of new debt or payment of outstanding debt
- Reserves
- Paying settlements/judgements

Allowable Use #3: Revenue Loss

Allowable Use #3: Revenue Loss “General Revenue”

•What is Revenue?

•Includes

- Taxes, current charges, rentals, miscellaneous revenues
- All revenue streams (i.e. entity-wide)
- Other Government Transfers (i.e.. revenue sharing)

•Excludes

- Federal Transfers (including CRF)
- Utilities (water supply, electric power, gas supply, and public mass transit systems) Census p 65
- Refunds
- Correcting transactions,
- Proceeds issuance of debt
- Sale of investments

Allowable Use #3: Revenue Loss Calculation

Components of Revenue Loss Calculation

- Determine your “general revenue” for base year (for most locals FY 19)
- Determine Growth Adjustment (whichever is greater)
 - Average growth over three full FY prior to 1/27/20 **or**
 - 4.1 %
- Actual revenue loss

Allowable Use #3: Revenue Loss Calculation

$$\text{Base year Revenue} * \left[(1 + \text{growth adjustment})^{\left(\frac{n}{12}\right)} \right]$$

- Time Period

- N is the number of months elapsed since the end of the base year to the calculation date.
- Measurement dates of December 31 of 2020, 2021, 2022, and 2023

Allowable Use #3: Revenue Loss Calculation

**Base Year = Last full fiscal year prior to
January 27, 2020**

- Identify “general revenue” collected during this period

FYE: June 30

June 30, 2019

FYE: December 30

December 31, 2019

Allowable Use #3: Revenue Loss Calculation

Growth Rate:

Actual average growth rate, based on the average annual revenue growth of the last full three (3) fiscal years prior to 1/27/20, **OR**

- 4.1% growth rate

<u>FYE: June 30</u>	<u>FYE: December 30</u>
June 30, 2017	December 31, 2017
June 30, 2018	December 31, 2018
June 30, 2019	December 31, 2019

Allowable Use #3:

Revenue Loss Calculation

Apply Growth Rate to Measurement Periods

- Growth rate from the end of your base year
- Measured at 4 points in time

Fiscal Year End	December 31, 2020 (Months elapsed)	December 31, 2021 (Months elapsed)	December 31, 2022 (Months elapsed)	December 31, 2023 (Months elapsed)
December 2019	12	24	36	48
September 2019	15	27	39	51
June 2019	18	30	42	54

Allowable Use #3: Revenue Loss Calculation

Identify **Actual Revenues**

- Revenue collected over the past twelve months as of the calculation data

Example

- Base Year is FY 19 and revenue was **\$100**
- Growth rate to be used **4.1%**
- Measurement date is December 31, 2020 and have a June year end = **18 months**

- Actual revenue collected as of December 31, 2020 = **\$80**

Calculation

- $100 * [(1 + .041)^{\left(\frac{18}{12}\right)}]$
- $100 * [(1.041)^{(1.5)}]$
- $100 * 1.062 = \underline{\$106.20}$
- Loss for 2020
 - $\$106.20 - \$80 = \underline{\$26.20}$

Allowable Use #3: Revenue Loss Calculation

Water and Sewer (FAQ 6.1 to 6.4)

Clean Water State Revolving Fund (CWSRF)

- “construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution”
- Includes Stormwater, cybersecurity, green infrastructure and climate change

Drinking Water State Revolving Fund (DWSRF)

- “building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines”
- Includes consolidation, cybersecurity, and climate change

Additional Reporting (additional guidance at later date)

- “workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds”

Allowable Use #4: Investment in Infrastructure

Allowable Use #4: Investment in Infrastructure

Broadband

Unserviced or Underserved

- Less than - download 25 Mbps and upload 3 Mbps

Required level

- 100 Mbps symmetrical upload/download
- Exception for lower speed due to geography, or excessive costs



Reporting Requirements

Reporting/Repayment

Metropolitan Cities and Counties

- Interim Report- August 31, 2021
- Quarterly Reports- Oct 31

Non-Entitlement Communities

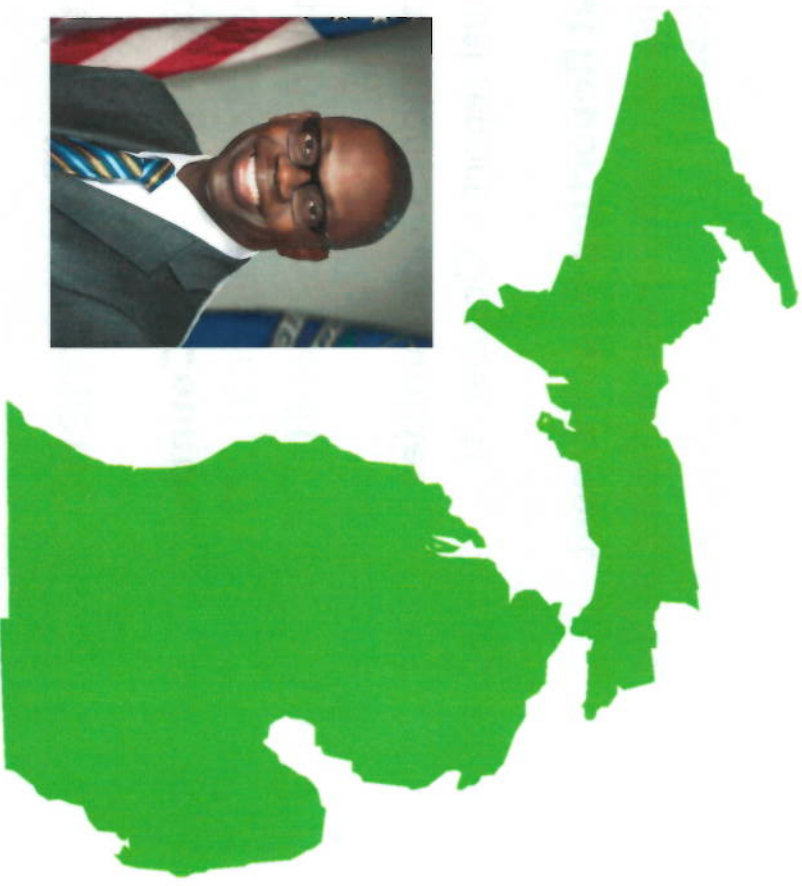
- Annual report – October 31

Additional Reporting Requirement

- Grants to third-parties, including public disclosures

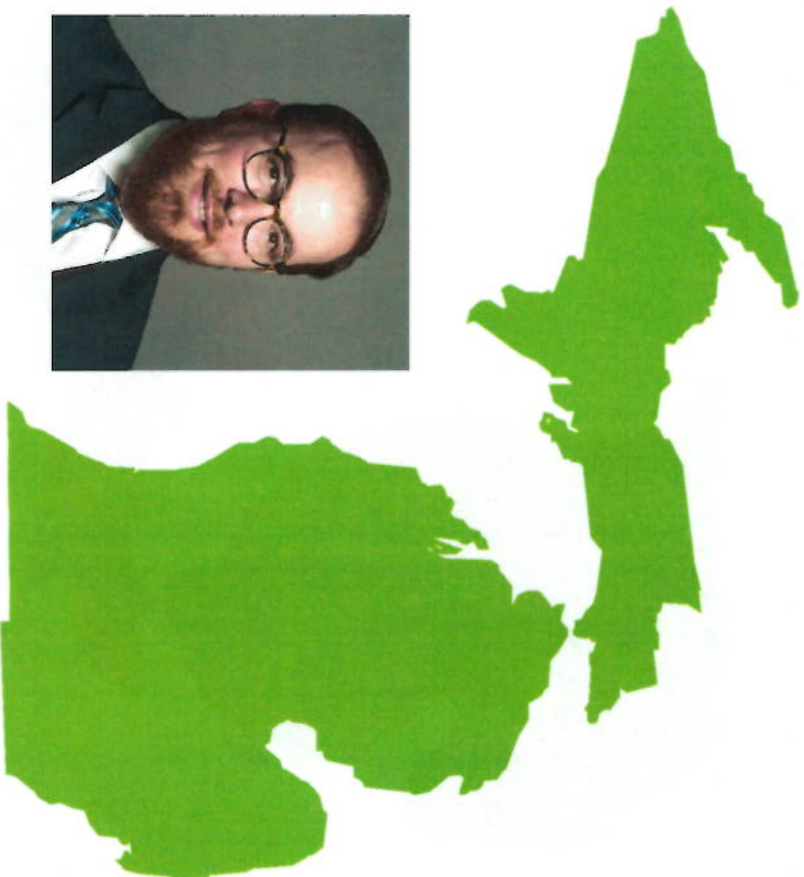
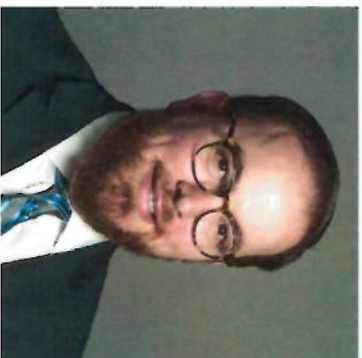
Message from State of Michigan Lt. Governor

Lt. Gov. Garlin Gilchrist II
State of Michigan



Updates from State Budget Office

Dave Massaron
State Budget Director
State Budget Office



Municipal Association Updates

Judy Allen
Michigan Township Association

Deena Bosworth
Michigan Association of Counties

Chris Hackbarth
Michigan Municipal League



Questions





Michigan Department of
TREASURY



MAC
MICHIGAN ASSOCIATION OF COUNTIES

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Charter Amendments Ballot Language

DATE: July 19, 2021

BACKGROUND:

The City Attorney received final feedback from the Attorney General's office regarding the language of the amendments Council originally approved this winter. The language tweaks are non-substantive but they ask for a renewed resolution approving them.

As a reminder the list of amendments is:

- Eliminate requirement of publishing minutes in the newspaper
- Revising the terms of Council's control of operations
- Revise the terms to terminate the City Manager
- Revise the terms to fill the vacancy of the office of City Manager
- Modify language of assessment notices to indicate they are delivered pursuant to statute

RECOMMENDATION:

Motion to approve Resolution 2021-07-06 ballot language to amend the City Charter eliminating the requirement of publishing a synopsis of the meeting minutes in the newspaper.

Motion to approve Resolution 2021-07-07 ballot language to amend the City Charter revising the terms of Council's control of operations.

Motion to approve Resolution 2021-07-08 ballot language to amend the City Charter revising the terms to terminate the City Manager.

Motion to approve Resolution 2021-07-09 ballot language to amend the City Charter revising the terms to fill the vacancy of the office of City Manager.

Motion to approve Resolution 2021-07-10 ballot language to amend the City Charter modifying the language of assessment notices to indicate that they are delivered pursuant to statute.

ATTACHMENTS:

- ▣ Resolution 2021-07-06
- ▣ Resolution 2021-07-07
- ▣ Resolution 2021-07-08
- ▣ Resolution 2021-07-09
- ▣ Resolution 2021-07-10

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-06
COUNCIL - MEETINGS - MINUTES AND NOTICES THEREOF SECTION 2.15G BALLOT LANGUAGE

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition; and

WHEREAS, the proposed amended language of Section 2.15 of the City Charter is attached to this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2021 general election:

Shall Article II Section 2.15g Council - Meetings - Minutes and Notices Thereof of the City Charter be amended to delete the entire paragraph and thereby remove the requirement to publish Council proceedings, showing the substance of each separate action of Council, in a newspaper of general circulation within ten days after each meeting of the Council?

RESOLVED this 19th day of July, 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Section 2.15 COUNCIL - MEETINGS - MINUTES AND NOTICES THEREOF

- a. An organizational meeting of the Council shall be held at the first meeting of the Council after the November General Election. The meeting shall be held for the purpose of organization at the usual place for holding meetings of the legislative body of the City, at seven o'clock in the evening (7:00 p.m.), or the first day thereafter that is not a legal holiday, except as provided in Article XIV. At the organizational meeting, the Council may consider matters in addition to organizational matters. **ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 7, 2006.**
- b. The regular meetings of the Council shall be held at least twice each month. These meetings shall be held at the City Hall unless otherwise provided for by ordinance.
- c. Special meetings of the Council may be called by the City Clerk upon a request of the Mayor, or Deputy Mayor, or any three (3) Council members. The City Clerk shall notify all Council members of any special meeting and the business to be transacted at that meeting. This notice shall be given to all Council members in writing at least twelve (12) hours before the time of the special meeting. Notice shall be served personally or delivered to the residence of the Council member. However, any special meeting of the Council at which all members of the Council are present or have, in writing, waived the notice requirement of this sub-section and at which a quorum of the Council is present, shall be a legal meeting, so long as the other provisions of this section regarding public notice have been properly completed.
- d. The City Clerk shall post a notice of the times established for regular scheduled meetings of the Council in a conspicuous public area of the City Hall at such times so as to comply with the laws of the State, and in no event fewer than three (3) days prior to the first (1st) regular scheduled meeting of the Council. The City Clerk also shall post a notice of all special meetings and their purposes in a conspicuous public area of the City Hall at such times so as to comply with the laws of the State, but in no event fewer than twelve (12) hours prior to the time of the meeting. No business shall be transacted at a special meeting of the Council except as set forth in the notice of the special meeting.
- e. Four (4) Council members shall be a quorum for the holding of all meetings of the Council, but, in the absence of a quorum, two (2) Council members may adjourn any regular or special meeting to a later date. When reconvening an adjourned meeting, notice of the time and place of that meeting shall be given in the manner required of a special meeting, as set out in sub-section d, except that in the case of an adjourned regular meeting no statement of the business to be transacted need be included in the notice.
- f. The Council may adopt rules and by-laws for its procedures that are not inconsistent with this Charter or the laws of the State. The Council shall keep a journal of its proceedings, written in English.
- ~~g. The proceedings of the Council shall be published in a local newspaper of general circulation in the city within ten (10) days after each meeting of the Council. The publication of a synopsis of these proceedings, prepared by the City Clerk, showing the substance of each separate action of the Council, shall constitute compliance with the requirements of this provision.~~
- h.g. All regular and special meetings of the Council and all records of the municipality shall be open to the public.

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-07
COUNCIL - OVERALL CONTROL OF MUNICIPAL OPERATIONS SECTION 2.18 BALLOT LANGUAGE

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition; and

WHEREAS, the proposed amended language of Section 2.18 of the City Charter is attached to this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2021 general election:

Shall Article II Section 2.18 Council - Overall Control of Municipal Operations - of the City Charter be amended to delete the requirement for the council to set guidelines for the management of the city while retaining its provisions directing the Council to provide for the management of the city by way of setting the compensation and number of staff in annual budget and other directives the Council may give to the City Manager and requiring the City Manager to promptly report to the Council, at the Council's request, on management affairs?

RESOLVED this 19th day of July 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Section 2.18 COUNCIL - OVERALL CONTROL OF MUNICIPAL OPERATIONS

In keeping with its authority to set and control the budget for the City and its various entities, the Council shall effect management by way of setting compensation and number of staff in the annual budget and directives it may give to the City Manager from time to time. When requested by Council, the City Manager shall promptly report to Council on such management affairs including but not limited to: the organizational structure of the government; job descriptions; employee benefits; and, employee compensation. ~~The Council shall effect the development of, and the periodic updating of, such management guidelines as may be deemed appropriate for the proper exercise of its authority over and discharge of its responsibility for all municipal operations. Such management guidelines are to include—but are not to be limited to—organization charts with lines of authority and responsibility, job descriptions and qualifications, procedures, reporting, and personnel rules. These shall be sufficiently detailed to serve adequately as parameters for daily operations—but not so tightly drawn as to stifle initiative or impose inflexibility.~~

~~The Council may call upon the experience of city officials and employees, and of the City Manager, in developing and subsequently updating such guidelines.~~

~~The agenda for the first meeting in January of each year shall call for the setting of an early date for Council review of all such management guidelines, as a fitting introduction of new Council members to the inner workings of the City—for which they now share the ultimate responsibility.~~

**CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-08**

CITY MANAGER - APPOINTMENT SECTION 3.3 AND CITY MANAGER – REMOVAL SECTION 3.4 BALLOT LANGUAGE

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition; and

WHEREAS, the proposed amended language of Section 3.3 and 3.4 of the City Charter is attached to this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2021 general election:

Shall Article III Sections 3.3 City Manager - Appointment and 3.4 City Manager -- Removal of the City Manager be combined and amended to provide for the appointment of a City Manager solely on the basis of professional merit and ability by majority vote of the entire Council, to provide that the Council may enter into a contract with the City Manager, and to provide that the Council may terminate the City Manager's contract upon its expiration or with a vote of not less than 2/3 of the entire Council?

RESOLVED this 19th day of July 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Section 3.3 CITY MANAGER - APPOINTMENT

Upon a majority vote of the entire Council, the City Council shall appoint a City Manager solely on the basis professional merit and ability. The Council may enter into a contract with the City Manager in the customary manner for such positions. The Council may terminate this contract upon its expiration or with a vote of not less than 2/3 of the entire Council.

The City Manager shall be appointed for a term of up to three (3) years by a majority of the entire Council. This provision shall apply to the appointment of the next City Manager after the effective date of this Charter provision and the appointment of all future City Managers. The appointment shall be solely on the basis of executive and administrative qualifications. The Council shall fix his compensation.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 7, 2006.

Section 3.4 CITY MANAGER - REMOVAL

The City Council may remove the City Manager from office in accordance with the following procedure:

a. The Council shall adopt by a majority vote of the entire Council a preliminary resolution stating the reasons for removal. The resolution may suspend the City Manager from duty for a period not to exceed forty five (45) days. A copy of the resolution shall be delivered to the City Manager within five (5) days.

b. Within five (5) days after a copy of the resolution is delivered to the City Manager, the City Manager may file with the Council a written request for a public hearing. This hearing shall be held at a Council meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed. The City Manager shall receive at least ten (10) days notice of this hearing in writing. The City Manager may file with the Council a written reply not later than five (5) days before the hearing.

c. If the City Manager has not requested a public hearing, the Council may adopt a final resolution of removal, which may be made effective at once, by a majority vote of the entire Council at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the City Manager. If the City Manager has requested a public hearing, the final resolution of removal may be adopted at any time after the hearing.

d. The City Manager shall continue to receive full compensation until the effective date of the final resolution of removal. The action of the Council in suspending or removing the City Manager in accordance with this Charter shall not be subject to review by any court

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-09
CITY MANAGER - FILLING VACANCY SECTIONS 3.5 BALLOT LANGUAGE

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition; and

WHEREAS, the proposed amended language of Section 3.5 of the City Charter is attached to this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2021 general election:

Shall Article III Sections 3.5 City Manager - Filling Vacancy be amended, to increase the time an Acting City Manager may serve from six months to one year, to retain the ability of Council to appoint or remove an Acting City Manager by a majority vote of Council, and to eliminate references to Section 3.4 of the charter?

RESOLVED this 19th day of July, 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Section 3.5 CITY MANAGER - FILLING VACANCY

Upon the occurrence of a vacancy in the office of City Manager, or upon his ~~suspension or removal~~^{suspension pursuant to Section 3.4}, the Council, while it is attempting to fill the office, may appoint an Acting City Manager for a period not to exceed ~~six-one (61) months~~^{year}, during which the Acting City Manager shall serve at the will of the Council and may be immediately removed ~~without compliance with Section 3.4~~. ~~Appointment and removal shall be effected~~ by majority vote of the entire Council.

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-10
ASSESSMENT NOTICE SECTION 8.8 BALLOT LANGUAGE

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition; and

WHEREAS, the proposed amended language of Section 8.8 of the City Charter is attached to this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2021 general election:

Shall Article VIII Section 8.8 Assessment - Notice of Change to Owners of the City Charter be amended to provide that notice of changes in assessment shall be delivered to property owners in the form and manner prescribed by State law, and that the failure of property owners to receive notice shall not invalidate an assessment roll or an assessment on property?

RESOLVED this 19th day of July 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

SECTION 8.8 ASSESSMENT - NOTICE OF CHANGE TO OWNERS

Notices of changes in assessment shall be delivered to respective property owners. Such notice shall be delivered in the form and manner prescribed by the laws of this State. The failure of the property owner to receive notice shall not invalidate an assessment roll or an assessment on property. ~~In each case where the assessed value is increased or property is added to the rolls, the City Assessor shall give notice thereof to the respective property owners. This notice shall be mailed by first class mail to the addresses of such owners as shown on the last assessment roll, and shall be mailed not later than ten (10) days before the first meeting of the Board of Review. The failure of the property owner to receive notice shall not invalidate an assessment roll or an assessment on property.~~

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Appoint City Clerk-Designate

DATE: July 19, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Section 3.8 of the City Charter indicates the City Clerk shall be appointed by the Council. In order to have a smooth transition upon the coming retirement of City Clerk Joyce Golding, we have sought, reviewed and interviewed candidates and would propose a several month transition period--especially to ensure continuity for election and voter administration.

Sarah Dvoracek has been with the City of Ewart, MI since 2012. She has served that city as its Treasurer, Assessor, Assistant City Manager and in July 2019, she was appointed City Manager. She has strong knowledge of local government, has served as FOIA coordinator and taken minutes for various boards and committees (responsibilities of our Clerk). Sarah was poised, confident and amiable in her interviews and was well-regarded in our reference checks.

I would strongly urge Council to appoint her as Clerk-designate; she will take over officially as Clerk on or about January 1, 2022. I have asked City Clerk Golding to develop work plans and training options for Sarah during the transition period in order to ensure a smooth transition. We expect Sarah will begin work on September 1 with a Clerk's Academy already scheduled on September 2.

RECOMMENDATION:

Motion to appoint Sarah Dvoracek as City Clerk-designate for the City of Charlevoix.

ATTACHMENTS:

- ▣ Sarah Dvoracek Resume

Sarah J. Dvoracek

316 W. 3rd St. Ewart, MI

(231) 580-6516

sjdvoracek@gmail.com

EXECUTIVE PROFILE

I am an accomplished local government professional with a demonstrated ability to deliver results. I have a unique and effective combination of public service, including city administration, municipal finance, project management and assessing experience. Skilled at working with regional, state, and local officials. I am team player with strong management and communication skills.

EDUCATION —

University of Phoenix, Phoenix
Arizona, Bachelor of Science in
Business, Concentration in
Accounting, May 2011

Beginning online classes at
Central Michigan University in
the fall for my MPA.

SKILLS —

Fiscal budgeting
Financial reporting
Capital improvement plans
Union negotiations
Human resources
FOIA requests
Request for proposals
Grant administration
Project management
Vendor relations
Records management
Preparing minutes and agendas
BS&A Systems-General Ledger,
Assessing, Accounts Payable,
Special Assessments, Payroll,
Miscellaneous Receivables, and
Tax
Microsoft Office Suite
Michigan Certified Assessing
Officer (MCAO)
Michigan Certified Professional
Treasurer (MiCPT)

EXPERIENCE

September 2020-Present

City Manager • Collaborated with Municode to publish and recodify all city ordinances. Assisted in the building expansion of a local manufacturer total project cost \$12 million • City of Ewart

July 2019-September 2020

City Manager/Treasurer • Improved the level of quality and professionalism to city residents by publishing city council packets online. Conveyed complex information in an easily understood format to the public. Implemented a strategic planning process for elected officials. Council appointed new Finance Director/Treasurer in September of 2020 • City of Ewart

January 2019-June 2019

Interim City Manager/Treasurer/Assessor • Assisted in the redevelopment of the old dairy plant total project investment \$5 million. I was appointed the new official city manager in March of 2019 and council appointed a new assessor in July of 2019 • City of Ewart

August 2018-December 2018

Assistant City Manager/Treasurer/Assessor • Conducted and ran city council meetings, day to day operations, managed water, and sewer emergencies, presented city council with hiring options for new city manager • City of Ewart

July 2016-July 2018

City Treasurer/Assessor • After becoming the city's assessor, the council agreed to conduct a city-wide reappraisal of all real property. I participated in the field work and record card reconciliation • City of Ewart

EXPERIENCE CONTINUED

December 2012-June 2016

City Treasurer • Responsible for city's cash management and investment programs including banking operations and relationship management, liquidity management, treasury policy and procedure development, and developing innovative solutions to modernize and streamline government financial operations. Acted as city's human resource director. Successfully converted city's accounting system from Fund Balance (Tyler Technologies) to BS&A Software
• City of Evert

May 2007-December 2012

Banker • Assisted with deposit and savings accounts. Generated new business by selling services and products to prospective and existing clients • Huntington National Bank

REFERENCES

Val Antor, Property Appraiser, Osceola County Equalization, 231-629-1296

Rosie McKinstry, Osceola County Equalization Director, 231-832-6119

Lori Leudeman, Retired Osceola County Treasurer, 231-920-2768

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Appoint Short Term Rentals Appeals Board

DATE: July 19, 2021

PRESENTED BY: Mark L. Heyldauff, City Manager

BACKGROUND:

The City enacted an ordinance to limit and regulate Short Term Rentals in 2020. As part of this ordinance, an appeals board was included to hear appeals when the enforcement officer may penalize or revoke a license for cause. Until now, we have not had any such appeal but an appeal has been requested. The City Attorney drafted the attached resolution to set the board and appoint the members.

RECOMMENDATION:

Motion to approve Resolution 2021-07-03 and appoint xxx, xxx, and xxx to the board.

ATTACHMENTS:

- ▣ Resolution
- ▣ Applications

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-07-03
SHORT TERM RENTALS APPEALS BOARD

WHEREAS, the City of Charlevoix has adopted an ordinance to regulate short-term rentals within the City; and

WHEREAS, the City of Charlevoix Short-Term Rentals Ordinance provides for a procedure to appeal from the denial, suspension, or revocation of a short-term rental registration; and

WHEREAS, the City of Charlevoix Short-Term Rentals Ordinance provides that the Short Term Rentals Appeals Board shall conduct show cause hearings as to why short-term rental registrations shall not be revoked; and

WHEREAS, the Charlevoix City Council wishes to establish the Short Term Rentals Appeals Board consisting of three persons who serve at the pleasure of the City Council.

NOW THEREFORE BE IT RESOLVED, that the Charlevoix City Council hereby establishes the Short Term Rentals Appeals Board, whose initial members shall be [NAME], [NAME], and [NAME], and whose appointment shall take effect immediately.

RESOLVED this 7th day of July 2021 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Absent:

Print**Volunteer Boards and Committees Application - Submission #1182****Date Submitted: 7/8/2021**

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

Committees and Boards to Apply For

- | | | | |
|--|---|--|---|
| ☐ Board of Review | ☐ Historic District Commission | ☐ Recreation Advisory Committee | ☐ No Preference |
| ☐ Compensation Commission | ☐ Housing Commission | ☐ Shade Tree & Park Commission | ☒ Other |
| ☐ DDA / Main Street Board | ☐ Planning Commission | ☐ Zoning Board of Appeals | |

Other

Short Term Rental Appeals Board

Name

Shirley Gibson

Email Address

sgibson1@live.com

Address

209 E.Upright Street, Charlevoix, MI 49720

Home Phone

2315475463

Cell Phone

Are you a registered voter in the City?

☒ Yes

☐ No

How long have you lived in the City?

Born and raised

Educational Background

Ferris State College, Associate of Applied Science

Professional Qualifications and / or Work Experience

see below

Community Activities and / or Other Experience

Retired from Petoskey News-Review, member of the Charlevoix Elks

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

☒ Yes

☐ No

If yes, please explain.

Panning Commission, City Council, Zoning Board of Appeals

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

Reason(s) You Wish to Serve

I have served on a variety of city boards and commissions and understand the short term rental rules/ordinance are separate and distinct from our Zoning Ordinance. I am knowledgeable and experienced in the appeal process and will follow the rules and regulations set forth in the STR Ordinance No. 815 of 2020 when making appeal decisions.

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

Shirley J. Gibson

Date

7/8/2021

Print**Volunteer Boards and Committees Application - Submission #1181****Date Submitted: 7/8/2021**

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

Committees and Boards to Apply For

- | | | | |
|--|---|--|---|
| ☐ Board of Review | ☐ Historic District Commission | ☐ Recreation Advisory Committee | ☐ No Preference |
| ☐ Compensation Commission | ☐ Housing Commission | ☐ Shade Tree & Park Commission | ☒ Other |
| ☐ DDA / Main Street Board | ☐ Planning Commission | ☐ Zoning Board of Appeals | |

Other

Short Term Rentals Appeals Board

Name

Tim Kish

Email Address

N36281@yahoo.com

Address

414 Michigan Ave.

Home Phone**Cell Phone**

313.655.7468

Are you a registered voter in the City?

☒ Yes

☐ No

How long have you lived in the City?

3+years

Educational Background

BA

Professional Qualifications and / or Work Experience

BA Business

Community Activities and / or Other Experience

Zoning Board of Appeals member

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

☒ Yes

☐ No

If yes, please explain.

Currently on ZBA

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 was asked, and I have a deep understanding of the current STR environment.

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

Timothy J Kish

Date

7/8/2021

Print**Volunteer Boards and Committees Application - Submission #1179****Date Submitted: 7/7/2021**

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

The Short Term Rental Appeals Board

Name

Mary Frances Millington

Email Address

rmillington9094@charter.net

Address

402 Park Ave, Charlevoix, MI 49720

Home Phone

231 547 9094

Cell Phone

231 459 5555

Are you a registered voter in the City?

☒ Yes

☐ No

How long have you lived in the City?

Full time in the 70's, a seasonal home through the 90's, year round around well over 20 years

Educational Background

high school, pharmacy technician training

Professional Qualifications and / or Work Experience

pharmacy technician, covered the government information of 12 counties for the Phone Guide. Both of their publications. Retail.

Community Activities and / or Other Experience

Member of the Board of Trustees of the Friends of the Library, on the Planning Commission.

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

☒ Yes

☐ No

If yes, please explain.

I am currently serving on the Planning Commission

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

Reason(s) You Wish to Serve

I enjoy being involved with my Community. I feel that I would be able to interpret the ordinance as written and follow the law. At least with STR operating within our ordinances as written we have the HOPE of lights on in the off season.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

☒ Yes

☐ No

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Mary F Millington

Date

7/7/2021



**CITY OF
CHARLEVOIX**

**CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION**

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

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

PLEASE PRINT

NAME: Julee Roth
 ADDRESS: 102 Alice Street Charlevoix
 HOME PHONE: (231) 547-1446 CELL PHONE: (970) 390-0018
 EMAIL: JuleeRoth@yahoo.com
 ARE YOU A REGISTERED VOTER IN THE CITY? YES HOW LONG HAVE YOU LIVED IN THE CITY? 10+ years + 40 summers

EDUCATIONAL BACKGROUND: Wayne State University; American college of Switzerland;
Constant continuing education in business, economics and life

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: I've owned my own manufacturing and
consulting business. I've started and sold businesses and am a
published author and advisor.

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: I love Charlevoix and have served on
the Planning Commission; planted Petunias, shopped and ate local
and played on water and land around town. I love this town!

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:

The Planning Commission - I've served on other religious
and recreational committees.

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:

I HAVE NO CONFLICTS OF INTEREST - I do not
own a short-term rental, am not running for office and I
evaluate situations for the benefit of others rather than myself.

REASON(S) YOU WISH TO SERVE:

I wish to serve, because I follow the rules. Like good
fences making good neighbors, rules and community benefit,
are good neighbors. I understand living in a resort-based
community and know the dynamic balance to making
smart, informed, rule-based decisions

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? Where is it?

SIGNATURE:

DATE: 7/15/21

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



CITY OF CHARLEVOIX

VOLUNTEER BOARDS AND COMMITTEES APPLICATION

RECEIVED

JUL 15 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>STR APPEALS</u>
☐	DDA/MAIN STREET BOARD	☐	RECREATION ADVISORY COMMITTEE	☐	NO PREFERENCE
☐	HISTORIC DISTRICT COMMISSION	☐	SHADE TREE & PARK COMMISSION		

PLEASE PRINT

NAME: ELISE SCHMIDT
ADDRESS: 113 CHERRY ST.
HOME PHONE: — CELL PHONE: 248-390-2745
EMAIL: easchmidt123@gmail.com
ARE YOU A REGISTERED VOTER IN THE CITY? Yes HOW LONG HAVE YOU LIVED IN THE CITY? 5 yrs. (summers since '03)

EDUCATIONAL BACKGROUND: Ph.D in Educational Leadership, Masters in Counseling, B.S. in Education

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: A variety of roles in public education including Middle School Principal, District Interventionist, Elementary Counselor, and classroom teacher.

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: Facilitated numerous meetings throughout my career in committee work, staff development, character education, leadership development, conflict management, child study teams, assessments, and special education collaboration.

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:
I have served on many educational committees to develop curriculum and program implementation as well as collaboration with the community through Youth Assistance.

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:
Possibly. My daughter and her husband own a short term rental property in Charlevoix.

REASON(S) YOU WISH TO SERVE: After attending the Charlevoix City Council Meeting on July 6, I saw the need for volunteers on the STR Board of Appeals. It is my hope that if I am selected to serve on the Appeals Board, my past experiences in program development and implementation, conflict resolution, and collaboration will bring a skillset to help provide workable solutions that are data based, research driven, and fair to all involved.

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? Yes - Spr/Sum/Fall
No - Winter

SIGNATURE: Elise Schmidt DATE: 7-15-21

Print**Volunteer Boards and Committees Application - Submission #1187****Date Submitted: 7/18/2021**

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

Short Term Rental Appeals Committee

Name

Carol Rixey Sullivan

Email Address

carolrixey@gmail.com

Address

203 Ferry Ave

Home Phone

2316759571

Cell Phone

2316759571

Are you a registered voter in the City?

☒ Yes

☐ No

How long have you lived in the City?

10 years

Educational Background

Bachelors of Arts - Davidson College, North Carolina

Professional Qualifications and / or Work Experience

Real Estate Agent and Business/Leadership consultant

Community Activities and / or Other Experience

Active parent/volunteer for St. Mary School and volunteer for Make a Wish foundation of Grand Rapids.

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

☒ Yes

☐ No

If yes, please explain.

Advisory board for Make a Wish Foundation

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

As a city resident, parent, supporter of short term rentals and the economic growth of our town, I'm happy to serve the city in an area in which I have knowledge and interest.

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

Carol R Sullivan

Date

7/18/2021

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: July 19, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Venetian Plans

Venetian Festival begins Saturday with Aquapalooza. The festival is abbreviated from its usual format and traffic changes will also be minimal. Bridge Street will be diverted to State Street beginning at 8:30am on Friday, July 23 and continuing until after fireworks on July 24. There will be regional band concerts in East Park on Thursday, Friday and Saturday evening.

B. ARPA Funds

As you note on the Consent Agenda, we are at the point of applying for the roughly \$260,000 in American Rescue and Recovery Act Funds allocated to the City. These funds are only required to be spent by 2024. I'll have a more formal recommendation later this summer but generally, I'd suggest placing a portion of the money in our Housing Initiatives Fund and another large portion in our General Fund to make up for losses during the pandemic.

C. Waterways Grant

We were successful in our grant request to Michigan DNR/Waterways for replacement and improvement of docks at the boat launch. This project should be started shortly and we expect it will be fully operational by the spring of 2022.

D. Goats

The goats at Lake Michigan Beach Park will return on August 14...mark your calendars!

E. Marion Center Road Parcel

You may recall Council looked for proposals a couple years ago to sell a small parcel the City owns at the corner of Marion Center and US 31. I've asked Dean Martin to renew this and emphasize the prospect of housing creation. This mirrors something similar the City of Petoskey did for unused parcels in their community.

F. Green Stormwater Infrastructure

I met this week with staff from the Tip of the Mitt Watershed Council regarding the green stormwater infrastructure they discussed earlier this year. They are working on a grant application to US EPA for coastal protection work; we identified the following as priority sites for green stormwater implementation:

- Ferry Beach wetland area (north end)
- Downtown parking lot pavers and tree boxes
- Mason Street tree boxes

They plan to work with Boyne City and East Jordan to plan a project around the Lake Charlevoix watershed.

ATTACHMENTS:

- ▣ DDA Minutes
- ▣ DDA Minutes
- ▣ Shade Tree & Parks Commission Minutes
- ▣ Planning Commission Minutes
- ▣ Historic District Commission Minutes

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, May 24, 2021 at 5:30 p.m.
Council Chambers, City Hall

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair:	Maureen Owens
Members Present:	Sean Bradley, Richard Christner, Kirby Dipert, Liam Dreyer, Luther Kurtz, Ron Way, Amanda Wilkin
Members Absent:	Sam Bingham, Paul Silva
City Staff:	Lindsey Dotson, Executive Director

4. Inquiry Into Potential Conflicts of Interest

5. Consent Agenda

- A. Minutes
- B. Committee Minutes
- C. Monthly Report
- D. DDA Financials
- E. Match on Main Grant Agreement with MEDC
- F. 2021 Accredited Member Sublicense – Main Street America
- G. 2021 Tax Rate Request Form

Motion by Member Bradley, second by Member Way to approve the Consent Agenda items as presented. Motion passed by unanimous voice vote.

6. Reports

A. Director's Report

No questions or comments from the Board members or the public on the Report.

7. Old Business

A. Update on Historical Sign Content

Director Dotson stated that she included the verbiage for the historical sign depicting the *History of Indigenous People in the Region* in the agenda packets. The Board members thanked Denise Fate of the Charlevoix Historical Society and stated they looked forward to the sign's installation.

A. Live on the Lake Funding Opportunity

Member Christner stated that his questions were related to how the business model works: 50% of the sales generated by the advertising would get cut to the DDA, an additional 10% would go to a charity, and then 40% to 4TheLocal.com. Stacy VanDenBrouck, 4TheLocal.com, stated that if they could sell 1,000 of the digital IDs with the fundraising program that would get the DDA close to \$25,000. He responded to questions from the Board members regarding his program and the fundraising aspect.

Motion by Member Bradley, second by Member Wilkin to be a fundraising partner for 4TheLocal.com to benefit the Live on the Lake Summer Concert Series. Motion passed by unanimous voice vote.

8. New Business

A. Yiftee Community Gift Cards

Donna Novitsky, CEO – Yiftee, provided a brief history of her company and she explained the specifics of how the program worked with the gift cards, the credit card payments to the merchants, and reports available to show transactions delivered to the small businesses in their area. She responded to questions from the Board members. Mayor Kurtz stated that this program would replace the current Downtown Dollars Program.

Motion by Member Christner, second by Mayor Kurtz to sign the Yiftee Community Card Agreement document and direct the Organization and Promotions Committee to work with Director Dotson on necessary steps to launch a digital Downtown Dollars program. Motion passed by unanimous voice vote.

B. Virtual Community Town Hall

Jay Schlinsog, Downtown Professionals Network, and Michael Schroeder shared results of the Futures Survey which engaged participants to gather feedback on aspects of downtown Charlevoix's future. He stated that this morning they did some touring of the City, met with the Project Steering Committee, and they will be meeting with stakeholders that afternoon and the next day. He invited everyone to attend on open-house style format meeting on Thursday from 4:30 – 6:30 p.m.

Michael Schroeder stated that he was a landscape architect/urban designer from Minneapolis. He had the Board members go through an exercise to identify where things might happen in downtown Charlevoix, what and why things should change.

Chair Owens stated that one of the things the DDA had been focusing on was the back parking lot in the 300 block and she felt that Bridge Park was relatively underutilized suggesting summertime shuffleboard and wintertime curling. Mayor Kurtz suggested improving the space along Bridge Street for pedestrians generally and he referenced Ann Arbor as an example. Member Dreyer suggested more artwork and cultural features throughout the downtown district. Mr. Schroeder explained the next steps in the process and the ideas and reports that come out because of their time and work in Charlevoix.

9. Public Comments

10. Request for Future Agenda Items

Member Wilkin stated that she wanted to place the social district item on a future agenda.

11. Board Comments

Mayor Kurtz stated that outdoor dining was requested on all four of the restaurant questions on the survey. Chair Owens mentioned that one of the big negatives in the survey was igloos.

12. Adjourn

Motion by Mayor Kurtz to adjourn the meeting at 6:28 p.m.

Joyce Golding/fgm

Maureen Owens

Chair

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET SPECIAL MEETING
Wednesday, June 2, 2021 at 5:30 p.m.
Council Chambers, City Hall

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens

Members Present: Sean Bradley, Kirby Dipert, Liam Dreyer (virtually from Charlevoix), Ron Way, Paul Silva (virtually from Grosse Pointe, MI at 5:37 p.m.), Amanda Wilkin

Members Absent: Sam Bingham, Richard Christner, Luther Kurtz

City Staff: Lindsey Dotson, Executive Director

4. Inquiry Regarding Potential Conflicts of Interest

5. New Business

A. Recommend Amendment to Ordinance Prohibiting Alcoholic Beverages in Public Parks

Chair Owens stated there were meetings last week with the City Manager, Police Chief, DDA Director, Chamber of Commerce President and herself to work through the discussion of a social district. As part of that process there have been requests made to consider amending the Ordinance that currently prohibits alcoholic beverages in public parks to allow it. She stated that the draft Ordinance language was included in the Board meeting packet. This would enable local businesses to sell to-go beverages so that patrons could legally enjoy them in Bridge or East Parks. She stated that the DDA needed to recommend the amendment to City Council so that they can start the process of considering it at their next meeting scheduled for June 7th.

Member Bradley questioned the language in paragraph (C) regarding prohibiting consumption of alcohol in East Park, Bridge Park or Hoffman Park and Director Dotson explained that certain events require a special use permit.

Member Wilkin commented that the goal was to promote more business for restaurants, and she questioned if this allowed people to drink any beverages in public. Chair Owens responded that to-go beverages would have to be purchased from the restaurants.

Member Dreyer felt that they were pursuing an avenue of profit at the expense of public comfort. He polled some Charlevoix High School students and of the total 38 responses, 73.7% were in favor and 26.3% were against.

Rich Bergmann, Round Lake Group, stated that restaurants were still under a 50% capacity limitation until July and having capacity to conduct their business is very important to all the business owners, so he supported the Ordinance change. He wanted to make sure it was not just being viewed as profit for just the restaurants.

Motion by Member Bradley, second by Member Dipert to recommend/support moving forward with amendments to the Ordinance that will allow consumption of alcoholic beverages in downtown public parks. Motion passed by a 6 to 1 vote with Member Way voting against the motion.

B. Movie in the Park Consideration

Chair Owens stated that there was a request for a budget to tentatively obtain a movie or show in East Park in conjunction with Venetian Festival for Main Street Thursday pending City Council approval of the overall event. She stated that this would require an amendment to the DDA budget in the amount of \$500 - \$1,000 depending on the film chosen.

Motion by Member Dipert, second by Member Way to participate in Main Street Thursday movie in East Park pending City Council approval of the Venetian Festival. Motion passed by unanimous voice vote.

9. Public Comments

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

Meeting adjourned at 5:48 p.m.

Joyce Golding/fgm

Maureen Owens

Chair

Shade Tree and Parks Commission
Meeting Minutes
June 3, 2021, 10:00am
City Council Chambers

Members present: Chair Hodgson; Levy; Muladore; Pawlicki

Members absent: Polakowski

Also present: Kent Knorr, Recreation Director; Pat Elliott, DPW Superintendent; Mark Heydlauff, City Manager

Chair Hodgson called the meeting to order at 10:01am.

No conflicts of interest were reported.

Chair Hodgson reviewed the minutes of the last meeting and a correction was noted.

Motion by Levy, second by Muladore to approve the minutes of the May 13, 2021 meeting as corrected.

Motion carried.

Mr. Heydlauff updated the Commission on plans for Edgewater Resources to study and conduct public engagement for the future of 229 Stover Road and the Ferry Avenue corridor. Chair Hodgson questioned Mr. Knorr on the interface between this work and the Recreation Master Plan; he indicated the two firms have talked and will be sharing information.

Chair Hodgson noted the improvement of view corridors on Park Avenue and the Commission felt they looked very good and a nice improvement. Mr. Elliott noted over 120 personnel hours have been spent on vegetation clean-up around the community on projects at Park Avenue, Water Tower Park, and Ferry Beach. He suggested more planning should be done in advance.

Chair Hodgson discussed the finishing work at the refreshed parking lot at the end of Palmer Street adjacent to the Pine River Channel. The Commission believed the area is greatly improved and could review whether additional shade is needed later. Mr. Elliott advised turf and sod would be placed in the next couple of weeks and dune grass would be added this fall due to restrictions on planting.

Chair Hodgson reviewed the shade tree planting plan for the year. The Commissioners brought suggestions the chair will add to the list.

Chair Hodgson introduced a request from Mark Oostermeyer, owner of 102 and 104 E. Upright, who plans to build two homes on the lots. He requests permission to cut a maple planted in the city right of way. The Commission discussed it.

Motion by Levy, second by Muladore to approve the request as presented conditioned on the property owner paying for the removal and the planting of two additional trees in the City under the supervision of the DPW Director.

Motion carried.

Chair Hodgson opened the floor for public comment and none were heard.

Mr. Knorr updated the commission on matters related to the Recreation Master Plan process.

Chair Hodgson adjourned the meeting at 10:54am.

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS, CITY HALL, 210 STATE STREET
Monday, June 14, 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:	Sherm Chamberlain, Annemarie Conway, Toni Felter, David Gray, Mary Millington, Jennifer Muladore
Members Absent:	Reid Beegen, Emma Suarez Pawlicki
Staff Present:	Jennifer Neal, Planner
Staff Remote:	Jonathan Scheel, Zoning Administrator; Lindsey Dotson, Main Street DDA Director; Dean Martin, Community Development Fellow

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

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

E. Approval of the Minutes

1. May 10, 2021 Meeting Minutes

Motion by Member Gray, second by Member Chamberlain to approve the minutes of May 10, 2021 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Annual Report

Planner Neal presented the Annual Report which was a requirement of the Michigan Enabling Act. She reviewed the planning activities and details included in the report covering May 2020 through April 2021. There were no questions from the Commission members and the Report would be forwarded to City Council.

2. City Approved Bench Locations

Zoning Administrator Scheel stated that he worked with Staff to compile the map that the Commission received in their packet. Chair Waddell questioned the three benches on the end of Dixon which were shown with a yellow dot indicating the need for replacement. Zoning Administrator Scheel responded that those were not memorial benches but were placed on site by the City and would be replaced.

Motion by Member Gray, second by Member Conway to recommend to the City Council the bench locations as proposed by Zoning Administrator Scheel. Motion passed by unanimous voice vote.

3. Downtown Futures Overview

DDA Director Dotson provided a presentation about the on-going Downtown Futures Program undertaken by the DDA. Through the Futures Program extensive public input was gathered and several concepts for downtown development were identified. The Planning Commission should consider including the project results in the Master Plan update.

DDA Director Dotson described the initiatives geared toward providing more affordable housing, year-round economy, Redevelopment Ready certification, and extensive details of the Futures Program. She explained all the steps that the DDA and the City had undertaken to put a local incentive toolkit in place for redevelopment and economic development initiatives.

4. Priority Redevelopment Sites – Visioning Session

Fellow Martin stated that by completing the Redevelopment Ready Program the City can now partner with the Michigan Economic Development Corporation to market redevelopment sites. He proceeded to go through a presentation outlining the five identified priority redevelopment sites, the benefits of the program, list of opportunities, and community visioning. Fellow Martin explained the specifics of each of the five sites and asked for input from the Commission to help create a vision for the future of these sites:

- 101-109 Hurlbut Avenue - .66 acres, 28,776 sq. ft.
 - Current use: professional office
 - Vision: mixed use apartments including efficiency and 1, 2, & 3 bedroom apartments
- 107, 110 Bridge Street - .21 acres, 9,006 sq. ft.
 - Current use: Scovie's Restaurant
 - Vision: adding a second story on the one side and developing the small rear parking lot; main floor business with 2nd and 3rd floor housing; parks are a great selling point and there would have to be careful parking consideration
- 109 Mason Street – .25 acres, 11,016 sq. ft.
 - Current use: Chamber of Commerce
 - Vision: concerns about proximity to the rear doors of the Fire Department; only site owned by the City of Charlevoix;

- possibility for a couple of small row houses
- 115 Antrim Street – .16 acres, 6,860 sq. ft.
 - Current use: professional office, florist, and diner
 - Vision: building should be moved closer to the street with parking in the rear; professional office or small apartments
- 1021 May Street – 2.1 acres, 90,360 sq. ft.
 - Current use: Vacant/bus depot
 - Vision: site is landlocked behind McDonald's; good site for affordable housing/small neighborhood

5. Master Plan Review Checklist

Planner Neal stated that Grenetta Thomassey, Policy Director for the Tip of the Mitt Watershed Council, prepared a Master Plan review checklist for the City's 2016 Master Plan. The checklist was intended to ensure the document included critical freshwater resource protections. She stated that this could be a guide for the 2021 Master Plan update and explained how the checklist could be utilized to add natural resources/features to the Plan.

H. Old Business

Chair Waddell questioned the status of the survey responses and Planner Neal responded that Staff reviewed approximately 240 of the responses and had about 150-200 surveys left to input into the database.

Chair Waddell also questioned if there was any progress on the alley behind the Way construction project at 1100 Bridge Street, and Zoning Administrator Scheel responded that there was no definitive progress but the owner and the City were discussing the matter.

I. Staff Updates

Zoning Administrator Scheel suggested that the members look at the Pine River project site to see the ongoing development.

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

Chair Waddell asked to have architectural standards for accessory dwellings at the beginning of the agenda as a New Business item.

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

Meeting adjourned at 7:58 p.m.

Joyce M. Golding/fgm

City Clerk

R.J. Waddell

Chair

City of Charlevoix Minutes
Historic District Commission
Friday, May 28, 2021

Due to the absence of Carol Kranz, Lindsey Dotson acted as Chair and called the meeting to order at 11:03 am.

1) Roll Call

Present: Frank Campi, Kay Heise, David Miles, Laura Podob, Paul Weston

Representing the City of Charlevoix: Lindsey Dotson, Executive Director, Downtown Development Authority (DDA)

Absent: Mary Adams, Carol Kranz

2) Zoom access was not needed.

3) Approval of Agenda: A quorum was present, and the agenda was accepted unanimously after a motion by Frank Campi and a second by David Miles.

4) Inquiry Regarding Possible Conflicts of Interest: None

5) Approval of Minutes: The minutes of the April 25, 2021 meeting were approved unanimously after a motion by Frank Campi and a second by David Miles.

6) New Business

a. Lindsey Dotson is preparing a letter to be sent to the Earl Young Local Historic District property owners highlighting the new signs, inviting them to the photo shoot (see Old Business), and giving them the opportunity to contribute to the remaining cost of the signs (\$1070.)

The DDA has acted as the fiduciary entity for the purchase of these signs, and the DDA needs to be reimbursed for the remaining amount. Kay Heise requested that Lindsey Dotson ask the City Council to consider the bill at their June meeting. (The Historic District Commission, while deriving powers and responsibilities from the City of Charlevoix, has no budget and therefore no funds of its own. Total cost of the signs was \$5,070., \$4,000 of which was received as a grant from the Charlevoix County Community Foundation.)

7) Old Business

a. Update from Commissioner Heise re: Training and Shade Tree Commission meeting

a1. Kay Heise reported on the online training session of May 13, 2021, organized by the National Alliance of Preservation Commissions. Several relevant ideas for our commission were shared including the recommendation that we focus not just on historic districts, but on managing community change, honoring legacy businesses, celebrating the buildings and homes which have achieved 100-year status, and including other stakeholders in all events we hold.

a2. Heise also reported on the May 13, 2021 Shade Tree Commission meeting which she attended as an observer. The matter was addressed by Pat Elliot, Public Works Superintendent and Mark Heydlauff, City Manager. The five-year wait for improvements on Park Avenue continues. Trimming trees for three view corridors is expected at some point, but not yet completed. The parking issue along the grassy area of Park Avenue across from the Earl Young Local Historic District is still in the planning stage, still awaiting funding, and still not a priority.

As a result of this report, much discussion ensued between the Commissioners as to the Commission's responsibility to continue to attempt to resolve this issue. It was decided to visit the Park Avenue site after the photo shoot. (See following.)

b. Earl Young Local Historic District signs update

The signs have been placed on the three corners of the Earl Young Local Historic District: Park and Grant, Grant and Clinton, and Clinton and Park. It was decided to meet on June 25 at 11 am at the sign on the Park and Grant corner to have a photo taken of the Commissioners, the Mayor, any homeowners who can attend, and any City Council members who can attend. Lindsey Dotson will offer the invitations.

8) Request for Future Agenda Items

a. David Miles asked that the Commission consider historic photo murals to be placed on the plain "back" walls of our downtown buildings. Digital samples prepared by Trevor Dotson of the Charlevoix Historical Society were emailed to the Commissioners.

9) Adjourn: Meeting was adjourned at 12:09 pm.

Next meeting: June 25, 2021 at the corner of Park and Grant Streets

p. 2 of 2

Submitted by: Kay Heise