

**AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING**

Monday, March 7, 2016 - 7:00 p.m.

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
 - A. City Council Meeting Minutes - February 15, 2016 Regular Meeting PG 1-14
 - B. Accounts Payable Check Registers & Payroll Check Registers PG 15-28
 - C. Mayor Proclamation - Sexual Assault Awareness Month - April 2016 PG 29-30
 - D. Planning Commission Resignation - Don Heise PG 31
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. 2016 Infrastructure Work Bids PG 32-35
 - B. Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Michigan B.A.S.S. Nation Tournament PG 36-37
 - C. Revised Lease with WLJN Radio PG 38-45
 - D. Marina Cable Service Contract PG 46-58
 - E. In-Kind Marketing Policy PG 59-60
 - F. Mayor Appointment - Planning Commission PG 61-63
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
 - A. Lake Harbor Apartment PILOT Ordinance PG 64-68
- IX. Resolutions**
 - A. Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Michigan B.A.S.S. Nation Tournament PG 37
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. 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

Posted March 3, 2016 4:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, February 15, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Gabe Campbell.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor:	Gabe Campbell
City Manager:	Mark Heydlauff
City Clerk:	Joyce Golding
Members Present:	Councilmembers Shirley Gibson, Aaron Hagen, Luther Kurtz, Leon Perron, Bill Supernaw
Absent:	Councilmember Shane Cole

III. Inquiry Regarding Possible Conflicts of Interest

Councilmember Hagen stated that he would abstain from the Food Truck Committee discussion.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – February 1, 2016 Regular Meeting Minutes
- B. Special Accounts Payable Register – February 2, 2016
- C. Regular Accounts Payable Check Register – February 16, 2016
- D. ACH Payments – January 29, 2016–February 12, 2016
- E. Tax Disbursement – February 16, 2016
- F. Payroll Check Register – February 12, 2016
- G. Payroll Transmittal – February 12, 2016

V. Public Hearings

A. Conservation Easement Public Hearing

Last fall, Council discussed the concept of creating a conservation easement for the Mt. McSaubia Recreation Area and Lake Michigan Beach Park. At both locations, an easement would exclude portions of the land currently in use for other activities (the Water Treatment Plant, the beach parking area, ski areas, lifts, etc.) An easement can permit the construction or re-construction of certain types of structures so long as they are included from the beginning. The easement is held by a third party who is responsible for ensuring the landowner, in this case the City, follows the terms of the restrictions. The City Attorney has determined implementing an easement will require a vote of the people of Charlevoix. Should Council desire, they could place this question before the voters.

Councilmember Gibson felt that the community should decide on conservation options, not City Council. The community should vote on whether or not they want a conservation easement.

Councilmember Kurtz felt that agreeing to put the question on the ballot would be perceived that he is endorsing the idea of an easement. Mayor Campbell did not agree and he stated that in a democracy the people should decide.

Councilmember Gibson stated that this is an issue and no previous Councils have allowed the question to go to the people for a vote. Councilmember Supernaw agreed.

Councilmember Hagen agreed that the people should vote, but questioned whether voters have all the information they need to make a wise decision. People are unaware that there are other options such as taking no action or making a change to the City Charter.

Councilmember Kurtz felt that everyone in the room wants to protect Mt. McSaubia and Michigan Beach from development, but there are different ways to go about it.

Councilmember Supernaw recommended to "take no action" with the easement proposal because "we have complete control" and are "totally protected."

City Manager Heydlauff quoted portions of the City Charter Section 2.16 Council-Powers and Limitations and answered questions from Council.

Mayor Campbell referenced trees being cut at Michigan Beach Park and felt those responsible should go to jail. He would like to see tighter restrictions.

Mayor Campbell opened the public hearing at 7:13 p.m.

John Campbell, 309 E. Dixon, recalled that former City attorneys placed deed restrictions on the Michigan Beach property but development occurred none the less. He indicated that if there was a conservation easement at Mt. McSaubia the ski hill and skating pond would be excluded. He discussed situations at Mt. McSaubia that occurred without zoning approval and the conflicts that disc golf creates. Mr. Campbell felt that the conservation easement should go to the public for a vote. He read a note from Tom Bailey, Executive Director of the Little Traverse Conservancy, who felt that natural resources should be protected from the ravages of civilization. Mr. Campbell confirmed for Councilmember Supernaw that the Northpoint property which is conserved was private property. Councilmember Supernaw questioned whether someone is interested in mining the property and Mr. Campbell responded that was true in the past, more than 45 years ago. Mr. Campbell recommended a conservation easement to enable a third party to monitor the land. Councilmember Supernaw stated that he "has faith in future city leaders" to manage the property. Discussion continued regarding past attorney opinions, disc golf and oversight of the property as well as the history of East Park.

Councilmember Hagen referenced a 2013 letter from the former City Attorney that indicated that a restrictive ordinance for the property would be another alternative to the conservation easement. Mr. Campbell questioned who would oversee the ordinance and stated that his goal is to "look to the future".

City Manager Heydlauff stated that the City Attorney determined that a conservation easement would be similar to the sale of the land therefore, a referendum would be needed. The City Manager discussed possible wording for the ballot.

Tony Duerr, 2nd Ward, referenced City Charter Section 2.16(f) and questioned whether Mt. McSaubia was considered a park and whether Council could sell or dispose of it. He discussed his interpretation of the "100 foot rule". He recommended that the City Manager, City Attorney and stakeholders draft easement language prior to going to the voters.

City Manager Heydlauff clarified that the easement would perpetually protect the land. He stated that if Council would feel more comfortable with drafting the specific easement language prior to the vote, then the City Attorney would oblige.

Jo Anne Beemon, 204 Clinton, stated that she worked on conservancies for many years. She recommended that Council look at what the City should treasure, protect and leave to our children. Ms. Beemon shared her experiences with unprotected land and developers.

Diane Priess, 3rd Ward, shared her family's history with Northpoint. She felt that the Charter provides adequate coverage when it comes to the future sale of the Mt. McSaubia property. Ms. Priess wondered if the Charter could be amended to include a conservancy and what limitations would Little Traverse Conservancy (LTC) place on the property. She questioned whether LTC would pay the City for its jurisdiction of the property. Ms. Priess recommended that the City should remain in control of the property to keep the usage of the property from becoming too restrictive.

Jodi Laurent, 1st Ward, felt that if Council decided against putting the conservancy question on the ballot, then this Council and all future Councils need to monitor the wishes of their constituents. She favored a vote to ensure that the voice of the people is heard.

Mary Frame, felt that the term "conservation easement" means different things to different people. She suggested that Tom Bailey should discuss easements and educate the public.

John Hess, 326 Meech, felt that there are state and local laws to protect the land and cited several examples. He asked "why do we want to tie the hands of a future Council?" Mr. Hess stated that he has extreme confidence in this Council and future Council's ability to represent the people. He does not see a need to put the question to a vote.

Marell Staffel, Charlevoix Township resident, is in favor of the easement and feels that the people should vote on the question. She suggested several ways to inform the public. Ms. Staffel expressed her opinion of the disc golf at Mt. McSaubia.

Mary Eveleigh, 1st Ward, stated that it was a good idea to put the issue in front of the people. She feels that a conservation easement is a protection for the life of Mt. McSaubia.

Greg Stevens, 2nd Ward, recalled that he sat on Council the last two times the idea of a conservation easement came up. His advice to Council was to be fully informed before making any decisions. Mr. Stevens stated that the previous Council took no action with regard to the easement.

Bob Timms, felt that the DNR would be involved if someone wanted to mine the property. He felt that if disc golf "is a real problem, then tear it out of there". He suggested that "if you don't want this to go through, then vote 'no' on it".

John Haggard, property owner, stated that he is not a firm believer in conservation easements unless he is allowed to bow hunt. He feels that putting a restriction on the future is not the proper thing for Council to do. Mr. Haggard advocates for the people putting a

petition on the ballot. He agreed with Mr. Timms' disc golf comment.

John Campbell, clarified that Council would hold public hearings after the vote before they make a decision on the conservation easement details. He stated that the property would still be owned by the City and there would be someone overseeing the usage of the property. He recalled ten year old proposed conservation language for Mt. McSaub.

The public hearing was closed at 8:02 p.m.

Councilmember Gibson reiterated that the people should vote on a conservation easement. Councilmember Perron commented that the goal of a conservation easement is to preserve what is there. He favored the easement and wanted his constituents to have a vote.

Councilmember Kurtz felt that Council should consider other options such as a restricted ordinance or Charter amendment. He felt it would be good to have all the information regarding ways to protect the property before making a decision whether to send the question to the people for a vote. Councilmember Kurtz stated that an easement would be a restriction on Council if they decided to convey the property.

Mayor Campbell discussed Charter restrictions, Michigan Beach development and Teddy Roosevelt's vision for parks.

Councilmember Kurtz understood that a 2/3 vote of the people was required to amend the Charter.

Motion by Councilmember Kurtz, second by Councilmember Hagen, to direct the City Manager to look further into the Charter amendment option so we can have as much information as possible before making a decision as to which option is best and postpone the decision on the conservation easement until the first meeting in July so we will still have time to get it on the November ballot.

Councilmember Perron commented that a Charter amendment took an incredible amount of Staff time in addition to City Attorney fees. He stated that an amendment would cover 75-80% of what an easement would do. Councilmember Perron felt that pursuing other options was "muddying the water". Councilmember Gibson agreed.

Councilmember Hagen stated that the cost of research is a small price to pay for "in perpetuity". He felt Council should be responsible by having all the information and options before putting the question on the ballot. Councilmember Kurtz stated that an alternative option would provide some flexibility in the future.

Councilmember Supernaw questioned Mr. Campbell regarding the timetable for a decision. Mr. Campbell responded by asking who would enforce the Charter and who would be the professional to guide Council as to the use of the property? Mr. Campbell also suggested that a petition is another avenue, but petitions sometimes create animosity. He felt that this positive presentation to Council was the "proper way to go". He stated that the July deadline included in the motion on the table would make it difficult to get the question on November's ballot.

Councilmember Hagen questioned how long it would take to learn about a restrictive ordinance. City Manager Heydlauff responded that the City Attorney could provide timely information.

Councilmember Gibson asked if Council could see draft ballot language. City Manager Heydlauff replied that Staff was willing to supply any information or research that is requested. He reiterated the City Attorney's original opinion.

Yeas: Hagen, Kurtz
Nays: Perron, Gibson, Supernaw
Absent: Cole

Motion failed.

Motion by Councilmember Gibson, second by Councilmember Perron, to direct Staff to draft the required ballot language to place the conservation easement on the November [2016] ballot.

City Manager Heydlauff clarified that the City Attorney would do research on the ballot question which would then be brought back to Council for their approval. The detailed easement language would also be drafted for approval. Councilmember Gibson confirmed that this was her intent of the motion. City Manager Heydlauff explained the ballot wording process.

Councilmember Supernaw discussed his meeting with State Representative Triston Cole and Public Act 571 noting that there is a

timeframe that needs to be followed with regards to disseminating public information about ballot proposals.

Councilmember Kurtz stated he would not be in support of this idea without having all of the information. If the motion doesn't pass, he invited Council to participate in the Charter amendment process.

Councilmember Supernaw questioned whether a motion was necessary to have the City Attorney prepare language. Members of Council responded yes and indicated that a motion was on the table.

To clarify, Councilmember Gibson restated her motion to direct Staff, including the City Attorney, to draft the required ballot language and bring back to Council for final approval to place the conservation easement on the November [2016] ballot.

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz

Nays: None

Absent: Cole

Mayor Campbell called for a short recess at 8:19 p.m. Council resumed at 8:26 p.m.

B. Budget Amendment for 2015-2016

The 2015-2016 Budget Amendment aligns our action spending from the last year with our budget. City Manager Heydlauff stated that in general, spending was at or below expectations with revenue up in some key areas. Tax revenue beat expectations with General Fund revenue exceeding expectations by just over \$91,000; overall General Fund expenditures were even and came in about \$1,000 below budget.

Mayor Campbell opened the public hearing at 8:28 p.m. There was no public comment, and the public hearing was closed at 8:28 p.m.

Action by Ordinance.

C. 2016-2017 Budget Ordinance

At the last meeting, City Manager Heydlauff submitted the final budget recommendation from Staff and the ordinance to approve it.

Mayor Campbell opened the public hearing at 8:29 p.m.

John Haggard, suggested that Council increase the City Attorney line item to include an additional \$25,000-30,000 for costs associated with drafting the conservation easement.

The public hearing was closed at 8:31 p.m.

Action by Ordinance.

VI. Reports

City Manager Heydlauff congratulated the Charlevoix Rayders Wrestling Team for making it to District finals. He also expressed his appreciation to Treasurer McGinn and her staff for their efforts working during the budget process.

VII. Requests, Petitions and Communications and Actions Thereon

A. Food Truck Committee Report and Proposal

Maureen Owens, Food Truck Committee Member, recalled that last fall Council created a Food Truck Committee to study the issue of food trucks in Charlevoix and offer recommendations to Council on how best to proceed. After three meetings, the following proposal was unanimously approved by the Committee on February 9:

"We propose a pilot program for food trucks, not during a scheduled festival, from May 15-November 15, 2016. Up to three food trucks would be permitted and scheduled in advance with the City Clerk's office for designated locations. Locations would rotate daily and would be set in advance. An application shall be developed and fee(s) charged for the use of these locations."

Among the locations the committee is considering: East Park (Clinton Street parking area), McSaubia parking area, golf course club house area, Depot Beach, Library (Marina lot), Michigan Beach, and Ferry Beach.

Ms. Owens asked Council for further guidance. Councilmember Gibson felt that the committee should look at other food truck communities to structure fees. Councilmember Kurtz suggested that fees should be low during the pilot program to encourage participation. Councilmember Gibson disagreed. Ms. Owens stated the committee will solicit other communities before establishing

fees.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

B. Resolution to Adopt Rates & Fees Associated with 2016-17 Budget

The City annually approves a comprehensive fee and rate schedule for all services we provide. City Manager Heydlauff stated the fee and rate schedule was changed per Council's direction. Notable rate changes this year include:

- Seasonal Marina slips move up to Tier C (30-40% increase)
- Water rates move up by 15% (or \$3-5 per month for a family)
- Sewer rates move up by 18% (or \$10-12 per month for a family)
- Acacia Lot parking spaces increase to \$750 per year

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Action by Resolution.

C. Consideration to Approve the Mt. McSaubia Camp Director Job Description

City Manager Heydlauff proposed a revision to the Mt. McSaubia Camp Director job description. The previous Camp Director, Linda Amstutz, advised the City that she will not be returning this summer. In preparation to begin recruitment efforts, the job description was evaluated and determined to need an update due to State of Michigan licensing requirements for Camp Directors.

Motion by Councilmember Gibson, second by Councilmember Kurtz, to approve the Mt. McSaubia Camp Director Job Description as presented [dated February 15, 2016].

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

D. Internal Loan Policy

City Manager Heydlauff stated that there have been several questions about loans made between funds within the City. The policy would outline the terms and conditions necessary for Council to approve a loan from one fund to another. Internal lending is permissible under Michigan law and the City accounts for those loans. City Manager Heydlauff noted that this is was a housekeeping issue to clarify terms of all loans going forward. He stated that the interest rate would be the most recent Statutory Judgment rate as established by the State of Michigan.

Motion by Councilmember Kurtz, second by Councilmember Perron, to approve the City of Charlevoix Internal Loan Policy as proposed.

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

E. ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement

Treasurer McGinn stated that the City originally adopted the ICMA Retirement Corporation Prototype Money Purchase Plan and Trust Adoption Agreement on June 5, 1992. Since this time, the agreement has had no changes. ICMA is requiring the City of Charlevoix to update the Adoption Agreement as required by the IRS. The new agreement was completed without any modification from the agreement set forth in 1992.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Supernaw, second by Councilmember Hagen, to approve the City of Charlevoix ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement as proposed.

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

F. Resolution Opposing Line 5

Councilmember Gibson explained that Line 5 is a pipeline running under the Straits of Mackinac connecting the Upper and Lower Peninsulas. Were there to be a rupture in this pipeline, contamination could quickly spread in the Great Lakes including to our area

where we derive our drinking water from Lake Michigan. She indicated that this resolution is non-binding and merely expressed the sentiment of Council. There are 12 other municipalities that passed similar resolutions. Councilmember Gibson discussed the importance of the Great Lakes and stated that it was not "if there is an oil spill with Line 5, it's when". She briefly reviewed Enbridge Inc.'s track record (owner of the pipeline).

Councilmember Hagen stated that the real risk of an oil spill in the Straits would be how fast it would affect Charlevoix's water supply.

Councilmember Supernaw stated that Representative Triston Cole is convinced that Enbridge's Line 5 is the safest pipeline that he is aware of. He indicated that Representative Cole said that the resolutions are meaningless and carry no weight. Councilmember Supernaw discussed the financial impact to the state if Enbridge is put out of business. He stated that he is hesitant to "jump all over somebody for something that might possibly happen. It is just another meaningless resolution that carries no weight."

Discussion continued regarding whether the resolution may have some positive influence on policy.

Mayor Campbell opened the item to public comment.

Bill Henne, W.A.T.C.H. member, felt that everyone is responsible for protecting Lake Michigan. He stated that "Enbridge gets the profits, Canada gets the oil, and Michigan gets the risk." He urged Council to pass the resolution.

The item was closed to the public.

Action by Resolution.

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action
None.

IX. Resolutions

A. Resolution to Adopt Rates & Fees Associated with 2016-17 Budget

Motion by Councilmember Kurtz, second by Councilmember Gibson, to approve Resolution 2016-02-02 Rates & Fees Associated with the 2016-17 Budget, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-02-02
RATES & FEES ASSOCIATED WITH THE 2016-17 BUDGET**

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees for various services they provide in order to pay for those services in whole or in part as proposed in their annual budget; and

WHEREAS, the City of Charlevoix defines all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, the City of Charlevoix proposes to make these rates and fees effective on April 1, 2016.

NOW THEREFORE BE IT RESOLVED that the City of Charlevoix adopts all rates and fees included in the 2016-17 Proposed Budget with changes to the rates and fees for the following areas: utility rates for electric, sewer and water and fees for the following services: airport, golf, parking fines, fees and spaces, Ferry Beach boat launch ramp parking fees, miscellaneous fees, FOIA requests, golf, planning and zoning and recreation.

RESOLVED, this 15th day of February, 2016 A.D.

Resolution adopted by the following yeas and nays votes:

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

B. Resolution Opposing Line 5

Motion by Councilmember Gibson, second by Councilmember Hagen, to approve Resolution 2016-02-03 Stopping the Transportation of Oil Under the Great Lakes (Shut Down Line 5), as follows:

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-02-03

STOPPING THE TRANSPORTATION OF OIL UNDER THE GREAT LAKES (SHUT DOWN LINE 5)

- WHEREAS, Line 5 is a set of twin, 62-year-old pipelines owned by Enbridge that carry light crude oil and natural gas under the Straits of Mackinac; and
- WHEREAS, the currents in the Straits of Mackinac at peak volumetric transport can be more than 10 times greater than the flow of Niagara Falls and switch bi-directionally from east to west every few days, and according to a 2014 University of Michigan study are the "worst possible place" for an oil spill in the Great Lakes; and
- WHEREAS, the Great Lakes contain 20 percent of the world's fresh, available, surface water and are a drinking water source for over 35 million people; and
- WHEREAS, one out of every five jobs in Michigan is linked to the high quality and quantity of fresh water in the Great Lakes; and
- WHEREAS, tourism is one of Michigan's largest income industries bringing in billions of travelers dollars spent each year; and
- WHEREAS, agriculture, fisheries, shipping and industry depend on the health of the Great Lakes; and
- WHEREAS, in 2009 the Great Lakes were linked to over 1.5 million jobs, with Michigan accounting for 35 percent of those jobs; and
- WHEREAS, Enbridge has a shaky track record that includes 1,244 reportable spills, leaks and releases from 1996 to 2013; and
- WHEREAS, Enbridge was in violation for their spacing requirements of its 1953 easement for Line 5 in 2014 and were responsible for a pinhole leak in a section of the pipeline north of the Straits in December 2014; and
- WHEREAS, Enbridge was responsible for one of the worst and most expensive oils spills in U.S. history when Line 6b ruptured near Kalamazoo in 2010 allowing almost 1 million gallons of tar sands oil to leak for 17 hours before shutting down the line; and
- WHEREAS, corrosion is the number one reason that pipelines fail; and
- WHEREAS, Line 5 was built before the Great Lakes Submerged Lands Act was adopted so it didn't have to obtain a permit and ensure that the pipeline wouldn't pose a threat to the waters or the public's use of the waters; and
- WHEREAS, Michigan's Attorney General Bill Schuette has stated (in regards to Line 5) that the "pipeline wouldn't be built today" and that "the pipeline's days are numbered"; and
- WHEREAS, the Coast Guard Commandant testified before Congress in 2015 that the Coast Guard would be unable to respond effectively to an open water oil spill in the heart of the Great Lakes; and
- WHEREAS, there is no plan for how to recover oil if there was a leak during the winter when the lakes are covered with ice; and
- WHEREAS, as Michiganders we have a responsibility to be wise stewards of the waters of our state for generations to come; and
- WHEREAS, the City of Charlevoix relies solely on the clean waters of Lake Michigan to provide drinking water to our residents and visitors; and
- WHEREAS, protection of Michigan's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restore degraded environments after the fact.

NOW, THEREFORE, BE IT RESOLVED, that on February 15, 2016, the City of Charlevoix supports stopping the transportation of oil under the Great Lakes; and

BE IT FURTHER RESOLVED, that the City of Charlevoix supports shutting down Line 5 and the flow of oil under the Great Lakes, and

BE IT FURTHER RESOLVED, that the City of Charlevoix supports H.R. 182 and C.R. 15 introduced by State Representatives Sarah Roberts and Jeff Irwin calling on Governor Rick Snyder and Attorney Bill Schuette to shut down Line 5, and

BE IT FURTHER RESOLVED that the City of Charlevoix will send a letter to Governor Rick Snyder, Attorney General Bill Schuette, our State Representatives, State Senators and U.S. Senators calling on them to take swift action to shut down Line 5.

RESOLVED this 15th day of February, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

X. Ordinances

A. Budget Amendment for 2015-2016

Motion by Councilmember Gibson, seconded by Councilmember Hagen, to approve Ordinance No. 775 of 2016, as follows:

**CITY OF CHARLEVOIX
ORDINANCE NO. 775 OF 2016
2015-16 BUDGET AMENDMENT #1**

The Budget for the fiscal year beginning April 1, 2015 shall be amended for operating the City of Charlevoix. Ordinance #770-2015, the Budget Appropriation Act of 2015-2016 is hereby amended as follows:

		Original Budget	Amended Budget	Net Change
General Fund	RV Total	3,879,600	3,971,129	91,529
- Legislative	EX Total	41,700	71,866	30,166
- General Government	EX Total	588,900	577,213	(11,687)
- Public Safety	EX Total	1,115,900	1,117,005	1,105
- Public Works	EX Total	233,600	240,627	7,027
- Health and Welfare	EX Total	387,600	387,841	241
- Recreation & Culture	EX Total	1,519,600	1,501,550	(18,050)
- Other	EX Total	50,800	40,966	(9,834)
Major Street Fund	RV Total	1,179,605	1,180,157	552
	EX Total	1,178,600	1,178,340	(260)
Local Street Fund	RV Total	118,693	118,702	9
	EX Total	115,300	115,218	(82)
DDA Fund	RV Total	584,100	563,679	(20,421)
	EX Total	563,500	547,052	(16,448)
Airport Fund	RV Total	3,158,300	2,866,500	(291,800)
	EX Total	1,753,500	1,480,160	(273,340)
P#5 - Sewer Capital Fund	RV Total	100	6,100	6,000
P#6 - Infrastructure Improvements Fund	RV Total	451,000	500,134	49,134
	EX Total	703,600	712,626	9,026
P#7 - Street Improvements	RV Total	220,700	233,610	12,910
P#9 - Industrial Park Fund	RV Total	36,030	30	(36,000)
	EX Total	81,500	5,000	(76,500)
P#12 - Mt. McSaubia Recreation Improvement Fund	RV Total	5,700	30	(5,670)
	EX Total	1,700	0	(1,700)
Electric Fund	RV Total	7,233,537	7,130,905	(102,632)
	EX Total	8,049,200	7,501,702	(547,498)
Sewer Fund	RV Total	9,586,100	11,452,095	1,865,995
	EX Total	9,942,700	11,510,586	1,567,886
Water Fund	RV Total	1,253,700	1,614,150	360,450
	EX Total	1,636,400	1,778,818	142,418
Marina Fund	RV Total	720,010	771,651	51,641
	EX Total	1,354,295	1,360,614	6,319
DPW Site Fund	EX Total	4,000	404,000	400,000
Employee Fringe Benefit Fund	RV Total	2,283,400	2,317,800	34,400
	EX Total	2,242,300	2,271,507	29,207
Motor Pool Fund	RV Total	778,500	705,811	(72,689)
Motor Pool Fund	EX Total	1,084,500	941,477	(143,023)

Bad Debt Write-Offs

General Fund	24,777	ambulance
Motor Pool Fund	-	
Electric Fund	7,094	
Water Fund	1,470	
Sewer Fund	2,383	
2014-2015 TOTAL:	\$35,724	

2014-15	\$55,724
2013-14	\$45,663
2012-13	\$76,613
2011-12	\$31,720

Ordinance # 775 was enacted on the 15th day of February, 2016 A.D., by the Charlevoix City Council as follows:

Motion by: Councilmember Gibson
Second by: Councilmember Hagen

YEAS: Perron, Gibson, Supernaw, Hagen, Kurtz
NAYS: None
ABSENT: Cole

State of Michigan)
) ss
City of Charlevoix)

Joyce M. Golding, Clerk
Gabriel Campbell, Mayor

- B. 2016-2017 Budget Ordinance
Motion by Councilmember Gibson, seconded by Councilmember Kurtz, to approve Ordinance No. 776 of 2016, as follows:

**CITY OF CHARLEVOIX
ORDINANCE NO. 776 of 2016
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, 2016 and ending March 31, 2017 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

REVENUE:	TOTAL REVENUES:	\$3,692,600 =====
EXPENSE:	TOTAL EXPENSE:	\$3,692,600 =====

BE IT FURTHER RESOLVED, that the City Council of the City of Charlevoix does hereby levy a tax of 11.1093 mills (9.05 mills operating and 2.0593 mills infrastructure) for the period of April 1, 2016 through March 31, 2017 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 1.3631 mills for the period April 1, 2016 through March 31, 2017 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, 2016 through March 31, 2017 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, 2016 through March 31, 2017 in the amounts set forth below by fund:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENSE</u>
Major Street Fund	\$ 287,766	\$ 260,900

Local Street Fund	159,814	159,600
Electric Fund	8,379,400	8,379,400
Sewer Fund	3,775,100	3,775,100
Water Fund	1,953,500	1,953,500
Marina Fund	1,377,700	1,377,700
Airport Fund	2,525,600	1,618,900
Downtown Development Auth	543,700	543,700
Employee Fringe Benefit	2,326,500	2,326,500
Motor Vehicle Fund	1,279,700	1,279,700
Perpetual Care Trust Fund	4,750	0
Fire/Ambulance Fund	78,030	0
Sewer Tap-in Fund*	8,100	0
Northside/Southside Sewer Fund*	6,100	0
General Debt Services Fund	206,800	206,800
Infrastructure Improvement	3,487,700	3,471,200
Road Improvements	233,600	207,955
Public Works Site Fund	187,500	79,000
Industrial Park Fund	5,000	5,000
Mt. McSaubra Recreation Fund	7,000	4,000

* These funds are part of the Sewer Fund.

Ordinance # 776 was enacted on the 15th day of February, 2016 A.D., by the Charlevoix City Council as follows:

Motion by: Councilmember Gibson
Second by: Councilmember Kurtz

YEAS: Perron, Gibson, Supernaw, Hagen, Kurtz
NAYS: None
ABSENT: Cole

State of Michigan)
) ss
City of Charlevoix)

Joyce M. Golding, Clerk
Gabriel Campbell, Mayor

XI. Miscellaneous Business

Councilmember Kurtz recalled that he discussed the idea of a meet and greet with the Township and School Board to build relationships.

Motion by Councilmember Kurtz, second by Councilmember Supernaw, to direct the City Manager to reach out to School Board President Dick Joseph and Charlevoix Township Supervisor Chuck Center to coordinate a gathering for relationship building, not to talk about any specific topic.

Councilmember Supernaw suggested that the Charlevoix Hospital administrators be invited to the gathering. Councilmember Kurtz concurred and stated that he would amend his motion to include the hospital.

City Manager Heydlauff proposed that he would speak with Mr. Joseph, Mr. Center and Lynn Jenks, Executive Director of the Charlevoix Hospital to decide upon a format and attendees. The gathering would be properly noticed per the Open Meetings Act.

Councilmember Kurtz restated his motion to direct the City Manager to reach out to Dick Joseph, Chuck Center, and Lyn Jenks and work out a way to have a gathering (not meeting) of the associated boards with the goal of relationship building between the different entities.

Yeas: Perron, Gibson, Supernaw, Hagen, Kurtz
Nays: None
Absent: Cole

XII. Audience - Non-agenda Input (written requests take precedent)
None.

XIII. Adjourn
It was generally agreed to adjourn. Meeting adjourned at 9:07 p.m.

Joyce M. Golding City Clerk Gabe Campbell Mayor

Special Accounts Payable – 02/02/2016

DCASSESSING SERVICES	4,371.08	TOTAL	4,371.08
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Regular Accounts Payable – 02/16/2016

ACE HARDWARE	1,174.44	HYDRO CORP	515.00
AIRGAS USA LLC	789.02	J & B MEDICAL SUPPLY INC.	700.94
ALL AREA TOWING	65.00	JACKLIN STEEL SUPPLY CO	158.43
AMERICAN TOTAL SECURITY INC	598.77	JAMES, WILLIAM	36.02
AUTO VALUE	466.57	KIRINOVIC, THOMAS	41.00
AVFUEL CORPORATION	1,520.00	KLOOSTER, ALIDA K.	41.00
BIOMEDICAL SOLUTIONS	995.00	KORTHASE FLINN	317.50
BRADFORD'S	42.25	KSS ENTERPRISES	316.60
BRADLEY, KELLY R	317.77	MCCARDEL CULLIGAN-PETOSKEY	50.00
BREWER, JOHN	1,300.00	McGINN, KELLY	41.00
BROWN, LESTON	47.61	MEIER III, CHARLES A.	86.00
CARQUEST OF CHARLEVOIX	565.01	METEER, MELISSA	30.00
CENTRAL DRUG STORE	93.92	MICHIGAN OFFICEWAYS INC	2,464.82
CHARLEVOIX AREA CHAMBER	490.00	MICHIGAN POLICE EQUIPMENT	862.00
CHARLEVOIX DISTRICT LIBRARY	45.00	MYER, ELIZABETH A.	199.19
CHARLEVOIX TOWNSHIP	15.23	NORTHERN CREDIT BUREAU	570.45
CHARTER COMMUNICATIONS	1,035.56	NORTHERN MICHIGAN REVIEW INC.	1,230.26
CHEMTRADE CHEMICALS US LLC	6,158.85	NORTHERN PUMP SERVICE INC.	2,384.70
CITY OF CHARLEVOIX - UTILITIES	21,051.80	NORTHERN SAFETY CO INC	328.05
CLEAN HARBORS ENV. SERVICES	1,152.81	OLESON'S FOOD STORES	53.16
CRYSTAL FLASH ENERGY	582.91	OLSON BZDOK & HOWARD	1,631.10
DeROSIA, PATTY	41.00	OLSTROM EXCAVATING AND PAVING	4,980.00
DOAN, GERARD	41.00	PANOFF, ZACH	41.00
DOYLE, ANNIE	41.00	PARDEE, W.W.	280.00
EAST JORDAN FAMILY HEALTH CTR	126.00	PERFORMANCE ENGINEERS INC	65,318.00
EJ EQUIPMENT INC	4,347.16	PHILLIPS, OWEN	27.26
ELHORN ENGINEERING COMPANY	1,131.00	PHYSICIAN'S CLINIC OF CHARLEVOIX	102.00
ELLIOTT, PATRICK M.	127.00	PINE RIVER BOOKS LLC	9.29
ELLSWORTH FARMER'S EXCHANGE	726.38	POWER LINE SUPPLY	1,766.58
ENMET CORP	130.11	PREIN & NEWHOF	47,648.88
EVANS, HAL	41.00	PRO WEB MARKETING LLC	40.00
FAMILY FARM & HOME	638.60	QUICK CARE MEDICAL CENTER	80.00
FASTENAL COMPANY	93.59	RANGE TELECOMMUNICATIONS	140.40
FERGUSON & CHAMBERLAIN	647.00	RICK-BIDDICK, MICHELLE	764.93
FISHER SCIENTIFIC	1,728.27	ROLOFF, ROBERT	41.00
FREEDOM MAILING SERVICES INC.	2,263.43	SCHMUCKAL OIL CO	947.63
GOLDING, JOYCE	41.00	SPARTAN DISTRIBUTORS INC	91.75
GREAT LAKES PIPE & SUPPLY	137.79	SPOK INC	21.39
HACH COMPANY	1,526.32	STUDIO MI LLC	100.00
HANKINS, SCOTT	41.00	SUPERIOR MECHANICAL	1,615.89
HEID, THOMAS J.	41.00	SWEM, DONALD L.	41.00
HEYDLAUFF, MARK L	41.00	SYSTEMS SPECIALISTS INC	100.00
HILLING, NICHOLAS A.	86.00	TERMINAL SUPPLY CO	126.90

TEUNIS, STEVEN	41.00	VOSS LIGHTING	954.00
TRUCK & TRAILER SPECIALTIES	131.55	WELLER, LINDA	41.00
UMULIS, MATTHEW	19.39	WELLS JR., DONALD E.	357.77
UNITED STATES PLASTIC CORP.	21.11	WILMOT ELECTRIC INC	3,690.00
USA BLUE BOOK	339.09	WYMAN, MATTHEW A.	41.00
VILLAGE GRAPHICS INC.	155.60	TOTAL	184,676.80

ACH Payments -- 01/29/2016 -- 02/12/2016

DEVERE CONSTRUCTION	240,834.90	ALERUS FINANCIAL (HCSP)	420.00
MI PUBLIC POWER AGENCY	14,747.35	STATE OF MI (WITHHOLDING TAX)	4,546.98
PAYMENT SERVICE NETWORK	216.10	VANTAGEPOINT (401 ICMA PLAN)	686.22
MI PUBLIC POWER AGENCY	14,276.55	VANTAGEPOINT (457 ICMA PLAN)	13,317.09
STATE OF MI (SALES TAX)	22,665.15		
IRS (PAYROLL TAX DEPOSIT)	33,189.45	TOTAL	344,899.79

Tax Disbursement -- 02/16/2016

CHARLEVOIX COUNTY TREASURER	158,472.66	CHARLEVOIX PUBLIC SCHOOLS	96.96
CHARLEVOIX DISTRICT LIBRARY	57,994.68	CITY OF CHARLEVOIX - TAXES DUE	40,254.20
CHARLEVOIX PUBLIC SCHOOLS	3,223.43	KOJAIA, MIKE & SHIRLEY	477.24
CHARLEVOIX PUBLIC SCHOOLS	921.40	RECREATIONAL AUTHORITY	10,574.11
CHARLEVOIX PUBLIC SCHOOLS	43.61		
CHARLEVOIX PUBLIC SCHOOLS	448.56	TOTAL	272,506.85

PAYROLL: NET PAY

Pay Period Ending 02/06/2016 -- Paid 02/12/2016

WELLER, LINDA JO	1,648.61	ELLIOTT, PATRICK M.	1,738.95
HEYDLAUFF, MARK L.	2,363.72	SCHWARTZFISHER, JOSEPH L.	958.85
GOLDING, JOYCE M.	1,062.95	WELLS JR., DONALD E.	1,451.61
DEROSIA, PATRICIA E.	878.25	BRADLEY, KELLY R.	1,257.04
DOYLE, ANNE E.	1,362.36	JONES, ROBERT F.	1,364.70
LOY, EVELYN R.	1,029.16	DORAN, JUSTIN J.	1,563.24
KLOOSTER, ALIDA K.	1,628.11	KIRINOVIC, THOMAS F.	604.48
GOLOVICH, KAREN J.	973.50	BITELY, KATHERINE A.	399.90
SPENCLEY, PATRICIA L.	1,255.30	GREGORY, CHRISTOPHER I.	135.41
PANOFF, ZACHARY R.	1,027.00	BOSS, SHERRY M.	484.54
MILLER, FAITH G.	88.18	MURPHY IV, MICHAEL J.	350.12
MCGINN, KELLY A.	1,456.33	RAMSEY, MADISON L.	274.19
DOAN, GERARD P.	1,514.92	BERTINELLI, DAVID P.	870.74
SHRIFT, PETER R.	6,938.75	BOSS, BEAU J.	396.32
SCHLAPPI, JAMES L.	878.17	BARNEVELD, VLADIMIR R.	194.52
UMULIS, MATTHEW T.	1,301.85	FICHTNER, KRISTIE S.	272.43
HANKINS, SCOTT A.	1,952.04	HEID, THOMAS J.	1,244.10
ORBAN, BARBARA K.	1,392.03	MYER, ELIZABETH A.	1,851.28
TRAEGER, JASON A.	1,092.69	VANLOO, JOSEPH G.	474.05
MATELSKI, KIMBERLY A.	1,134.50	WYMAN, MATTHEW A.	930.30
ROLOFF, ROBERT P.	1,643.48	SCHRADER, LOU ANN	422.81
RILEY, DENISE M.	410.66	BOSS, RYDER S.	266.33
LOPER II, GARY D.	660.12	MILLER, WILLIAM S.	1,171.91
TEUNIS, STEVEN L.	1,664.99	SWEM, DONALD L.	1,790.16
WURST, RANDALL W.	1,365.69	WHITLEY, ANDREW T.	1,666.36
MAYER, SHELLEY L.	1,272.84	MORRISON, KEVIN P.	1,225.21
HILLING, NICHOLAS A.	1,070.33	HODGE, MICHAEL J.	1,356.12
MEIER III, CHARLES A.	843.73	JOHNSON, STEVEN P.	1,328.72
ZACHARIAS, STEVEN B.	1,429.53	BOSS JR, DALE E.	1,116.49
NISWANDER, JOSEPH F.	1,373.17	STEBE JR, JOHN M.	362.46
EATON, BRAD A.	1,793.84	BEHAN, DEAN T.	358.79
WILSON, TIMOTHY J.	2,213.61	STEBE, CATHERINE M.	298.42
LAVOIE, RICHARD L.	1,662.97	HOLM, ARTHUR R.	676.27
STEVENS, BRANDON C.	1,828.49	STEVENS, JEFFREY W.	254.14
DRAVES, MARTIN J.	1,558.65	MATTER, DAWSON K.	123.34
BROWN, STEPHANIE C.	1,020.24	TOTAL	82,025.06

PAYROLL: TRANSMITTAL -- 02/12/2016

4FRONT CREDIT UNION	248.46	CHAR EM UNITED WAY	55.00
AMERICAN FAMILY LIFE	166.74	CHARLEVOIX STATE BANK	2,286.16
AMERICAN FAMILY LIFE	311.88	CHEMICAL BANK	150.00

COMMUNICATION WORKERS OF AMER
MI STATE DISBURSEMENT UNIT
POLICE OFFICERS LABOR COUNCIL

525.02
323.45
201.00

PRIORITY HEALTH

TOTAL

1,981.09

6,248.80

Check Number	Payee	Amount
02/22/2016		
115991	AT&T	11,137.69
115992	AT&T LONG DISTANCE	49.52
115993	AT&T MOBILITY	72.90
115994	CHARLEVOIX STATE BANK	3,042.75
115995	DELTA DENTAL	3,798.85
115996	GREAT LAKES ENERGY	224.03
115997	METLIFE SMALL BUSINESS CENTER	756.58
115998	MICHIGAN ELECTRIC	15,610.00
115999	PRIORITY HEALTH	39,444.75
116000	STATE OF MICHIGAN	70.00
116001	VERIZON WIRELESS	56.72
116002	VISION SERVICE PLAN	507.41
Total 02/22/2016:		74,771.20
Grand Totals:		74,771.20

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

02/22/16 Special Accounts Payable Run	\$ 74,771.20
02/26/16 Payroll	\$ 91,298.00
02/26/16 Payroll Transmittal Checks	\$ 5,098.80
03/08/16 Regular Accounts Payable	\$ 306,769.37
Checks Sub-Total:	\$ 477,937.37

FIRSTMERIT BANK - ACH PAYMENTS

02/16/16 DTE	\$ 9,005.91
02/16/16 MI Public Power Agency	\$ 21,508.83
02/22/16 MI Public Power Agency	\$ 13,328.30
02/25/16 MI Public Power Agency	\$ 245,298.37
02/26/16 IRS (Payroll Tax Deposit)	\$ 35,649.39
02/26/16 Alerus Financial (HCSP)	\$ 420.00
02/26/16 State of MI (Withholding Tax)	\$ 5,105.00
02/26/16 Vantagepoint (401 ICMA Plan)	\$ 686.22
02/26/16 Vantagepoint (457 ICMA Plan)	\$ 13,149.27
02/26/16 MERS (Defined Benefit Plan)	\$ 25,234.74
02/29/16 MI Public Power Agency	\$ 15,052.05

ACH Sub-Total: \$ 384,438.08

First Merit Bank Total: \$ 862,375.45

CHARLEVOIX STATE BANK - CHECKS ISSUED

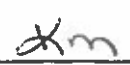
(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/08/16 Tax Disbursement	\$ 595,041.44
Charlevoix State Bank Total:	\$ 595,041.44

Grand Total: \$ 1,457,416.89

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/20/2016	PC	02/26/2016	20895	WELLER, LINDA JO	101		1,648.61
02/20/2016	PC	02/26/2016	20896	HEYDLAUFF, MARK L.	102		2,079.77
02/20/2016	PC	02/26/2016	20897	GOLDING, JOYCE M.	106		1,061.95
02/20/2016	PC	02/26/2016	20898	DEROSIA, PATRICIA E.	107		878.25
02/20/2016	PC	02/26/2016	20899	DOYLE, ANNE E.	108		1,362.36
02/20/2016	PC	02/26/2016	20900	LOY, EVELYN R.	117		1,029.15
02/20/2016	PC	02/26/2016	20901	KLOOSTER, ALIDA K.	121		1,431.24
02/20/2016	PC	02/26/2016	20902	GOLOVICH, KAREN J.	122		1,010.00
02/20/2016	PC	02/26/2016	20903	SPENCLEY, PATRICIA L.	136		1,270.99
02/20/2016	PC	02/26/2016	20904	PANOFF, ZACHARY R.	141		1,027.00
02/20/2016	PC	02/26/2016	20905	MILLER, FAITH G.	142		30.10
02/20/2016	PC	02/26/2016	20906	LEESE, MERRI C.	145		129.29
02/20/2016	PC	02/26/2016	20907	MCGINN, KELLY A.	146		1,456.33
02/20/2016	PC	02/26/2016	20908	DOAN, GERARD P.	201		1,514.92
02/20/2016	PC	02/26/2016	20909	SCHLAPPI, JAMES L.	204		1,321.73
02/20/2016	PC	02/26/2016	20910	UMULIS, MATTHEW T.	205		1,332.62
02/20/2016	PC	02/26/2016	20911	HANKINS, SCOTT A.	208		1,492.97
02/20/2016	PC	02/26/2016	20912	ORBAN, BARBARA K.	209		1,411.14
02/20/2016	PC	02/26/2016	20913	TRAEGER, JASON A.	210		1,098.76
02/20/2016	PC	02/26/2016	20914	FLICKEMA, ANDREW M.	211		1,230.06
02/20/2016	PC	02/26/2016	20915	MATELSKI, KIMBERLY A.	212		1,134.50
02/20/2016	PC	02/26/2016	20916	ROLOFF, ROBERT P.	304		4,292.62
02/20/2016	PC	02/26/2016	20917	RILEY, DENISE M.	306		412.65
02/20/2016	PC	02/26/2016	20918	LOPER II, GARY D.	308		1,667.61
02/20/2016	PC	02/26/2016	20919	TEUNIS, STEVEN L.	402		1,664.99
02/20/2016	PC	02/26/2016	20920	WURST, RANDALL W.	411		1,366.59
02/20/2016	PC	02/26/2016	20921	MAYER, SHELLEY L.	412		1,627.29
02/20/2016	PC	02/26/2016	20922	HILLING, NICHOLAS A.	413		1,284.40
02/20/2016	PC	02/26/2016	20923	MEIER III, CHARLES A.	421		1,244.18
02/20/2016	PC	02/26/2016	20924	ZACHARIAS, STEVEN B.	422		1,298.24
02/20/2016	PC	02/26/2016	20925	NISWANDER, JOSEPH F.	504		1,373.17
02/20/2016	PC	02/26/2016	20926	EATON, BRAD A.	515		1,771.18
02/20/2016	PC	02/26/2016	20927	WILSON, TIMOTHY J.	516		1,962.89
02/20/2016	PC	02/26/2016	20928	LAVOIE, RICHARD L.	519		1,662.97
02/20/2016	PC	02/26/2016	20929	STEVENS, BRANDON C.	521		1,873.81
02/20/2016	PC	02/26/2016	20930	DRAVES, MARTIN J.	523		1,676.02
02/20/2016	PC	02/26/2016	20931	BROWN, STEPHANIE C.	524		1,020.24
02/20/2016	PC	02/26/2016	20932	ELLIOTT, PATRICK M.	600		1,738.94
02/20/2016	PC	02/26/2016	20933	SCHWARTZFISHER, JOS	603		1,469.98
02/20/2016	PC	02/26/2016	20934	WELLS JR., DONALD E.	609		1,233.99
02/20/2016	PC	02/26/2016	20935	BRADLEY, KELLY R.	614		1,336.01
02/20/2016	PC	02/26/2016	20936	JONES, ROBERT F.	618		1,186.16
02/20/2016	PC	02/26/2016	20937	DORAN, JUSTIN J.	621		1,286.05
02/20/2016	PC	02/26/2016	20938	KIRINOVIC, THOMAS F.	700		306.82
02/20/2016	PC	02/26/2016	20939	BITELY, KATHERINE A.	704		328.81
02/20/2016	PC	02/26/2016	20940	GREGORY, CHRISTOPH	727		107.94
02/20/2016	PC	02/26/2016	20941	BOSS, SHERRY M.	730		403.69
02/20/2016	PC	02/26/2016	20942	MURPHY IV, MICHAEL J.	732		266.43
02/20/2016	PC	02/26/2016	20943	RAMSEY, MADISON L.	752		250.75
02/20/2016	PC	02/26/2016	20944	BERTINELLI, DAVID P.	764		870.74
02/20/2016	PC	02/26/2016	20945	BOSS, BEAU J.	788		398.13
02/20/2016	PC	02/26/2016	20946	BARNEVELD, VLADIMIR	789		327.29
02/20/2016	PC	02/26/2016	20947	FICHTNER, KRISTIE S.	792		295.00
02/20/2016	PC	02/26/2016	20948	HEID, THOMAS J.	802		1,244.10
02/20/2016	PC	02/26/2016	20949	MYER, ELIZABETH A.	900		1,623.20
02/20/2016	PC	02/26/2016	20950	VANLOO, JOSEPH G.	902		409.74
02/20/2016	PC	02/26/2016	20951	WYMAN, MATTHEW A.	927		930.30

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/20/2016	PC	02/26/2016	20952	SCHRADER, LOU ANN	929		476.74
02/20/2016	PC	02/26/2016	20953	BOSS, RYDER S.	932		158.58
02/20/2016	PC	02/26/2016	20954	MILLER, WILLIAM S.	933		941.42
02/20/2016	PC	02/26/2016	20955	FUNKEY, KRAIG R.	1034		320.91
02/20/2016	PC	02/26/2016	20956	MEGGISON, JERRY B.	1036		279.28
02/20/2016	PC	02/26/2016	20957	RILEY, CASEY W.	1052		335.35
02/20/2016	PC	02/26/2016	20958	JONES, LARRY M.	1057		1,548.83
02/20/2016	PC	02/26/2016	20959	WILLSON, BRENDA R.	1059		100.43
02/20/2016	PC	02/26/2016	20960	BEAN, PETER J.	1060		213.99
02/20/2016	PC	02/26/2016	20961	TRAVERS, MANUEL J.	1071		1,235.50
02/20/2016	PC	02/26/2016	20962	RILEY, DANIEL A.	1079		1,544.50
02/20/2016	PC	02/26/2016	116003	LALEWICZ, AMELIA	131		46.17
02/20/2016	PC	02/26/2016	116004	SWEM, DONALD L.	512		1,790.16
02/20/2016	PC	02/26/2016	116005	WHITLEY, ANDREW T.	522		1,462.41
02/20/2016	PC	02/26/2016	116006	MORRISON, KEVIN P.	601		995.23
02/20/2016	PC	02/26/2016	116007	HODGE, MICHAEL J.	606		1,301.01
02/20/2016	PC	02/26/2016	116008	JOHNSON, STEVEN P.	617		983.83
02/20/2016	PC	02/26/2016	116009	BOSS JR, DALE E.	701		1,116.49
02/20/2016	PC	02/26/2016	116010	STEBE JR, JOHN M.	729		358.35
02/20/2016	PC	02/26/2016	116011	BEHAN, DEAN T.	733		165.12
02/20/2016	PC	02/26/2016	116012	STEBE, CATHERINE M.	765		295.10
02/20/2016	PC	02/26/2016	116013	HOLM, ARTHUR R.	791		712.86
02/20/2016	PC	02/26/2016	116014	STEVENS, JEFFREY W.	1028		712.74
02/20/2016	PC	02/26/2016	116015	ROLOFF, AUDREY M.	1037		3,197.35
02/20/2016	PC	02/26/2016	116016	MATTER, DAWSON K.	1038		3,627.36
02/20/2016	PC	02/26/2016	116017	SCOTT JR., WINFIELD	1072		213.63
Grand Totals:			83				91,298.00

Km

Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/20/2016	02/26/2016	116018	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	248.46
02/20/2016	02/26/2016	116019	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	166.74
02/20/2016	02/26/2016	116019	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	311.88
02/20/2016	02/26/2016	116020	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 2/20/2	56.00
02/20/2016	02/26/2016	116021	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,336.16
02/20/2016	02/26/2016	116022	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
02/20/2016	02/26/2016	116023	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	525.02
02/20/2016	02/26/2016	116024	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	323.45
02/20/2016	02/26/2016	116025	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,981.09
Grand Totals:		9				5,098.80



Check Number	Payee	Amount
03/08/2016		
116026	ABILITA	877.50
116027	AIRGAS USA LLC	532.98
116028	ALTEC INDUSTRIES INC	2,743.43
116029	AMERICAN WASTE INC.	2,102.36
116030	ARCADIA BENEFITS GROUP INC	25.00
116031	ARROW UNIFORM-TAYLOR L.L.C.	998.88
116032	AVFUEL CORPORATION	28,184.67
116033	B & L SOUND INC	338.35
116034	BOB MATHERS FORD	560.16
116035	BOYNE IRRIGATION	484.64
116036	CHARLEVOIX TOWNSHIP	15.00
116037	CINTAS CORPORATION	131.90
116038	CINTAS CORPORATION #729	56.58
116039	CITY OF CHARLEVOIX - UTILITIES	33,691.27
116040	COACHING SYSTEMS LLC	194.94
116041	COLORADO CHALLENGE	5,000.00
116042	CRYSTAL FLASH ENERGY	626.08
116043	DCASSESSING SERVICES	4,371.08
116044	DELL MARKETING L P	567.74
116045	DeROSIA, PATTY	41.00
116046	DOAN, GERARD	41.00
116047	DOYLE, ANNIE	41.00
116048	EJ EQUIPMENT INC	408.17
116049	ELLIOTT, PATRICK M.	41.00
116050	EVANS, ERIN	65.00
116051	EVANS, HAL	41.00
116052	FISHER SCIENTIFIC	477.20
116053	FORCE FLOW	866.60
116054	FOX CHARLEVOIX	118.68
116055	FREIGHTLINER OF GRAND RAPIDS	673.63
116056	GOECKER, JAMIE	75.00
116057	GOLDING, JOYCE	41.00
116058	GREAT LAKES ELEVATOR LLC	335.48
116059	GREAT LAKES PIPE & SUPPLY	509.79
116060	GRP ENGINEERING INC.	589.08
116061	GRULER'S FARM SUPPLY INC	457.39
116062	HACH COMPANY	1,162.83
116063	HAGGARD'S INC	3,291.40
116064	HANKINS, SCOTT	41.00
116065	HEID, THOMAS J.	41.00
116066	HEIGHTS MACHINERY	695.00
116067	HERITAGE-CRYSTAL CLEAN LLC	143.50
116068	HEYDLAUFF, MARK L	429.25
116069	HOLIDAY COMPANIES	6,303.05
116070	HOSLER, MAGGIE	27.08
116071	IDEXX DISTRIBUTION INC.	1,074.57
116072	INDEPENDENT DRAFTING SERVICES	1,960.00
116073	JOPPA HOUSE TRANSITIONAL PROG	15,500.00

Check Number	Payee	Amount
116074	KENNEDY, ROBERT	115.50
116075	KEVIN'S METER TESTING	1,904.24
116076	KEY CONTROLS ELECTRICAL SERVIC	1,435.00
116077	KIRINOVIC, THOMAS	41.00
116078	KLOOSTER, ALIDA K.	41.00
116079	KMart	75.96
116080	KSS ENTERPRISES	715.61
116081	LAKESHORE TIRE & AUTO SERVICE	24.95
116082	LUKE, AMY	70.00
116083	MANAGEMENT AND BEHAVIOR	725.00
116084	MATELSKI, KIM	85.37
116085	MAYER, SHELLEY L.	82.00
116086	McGINN, KELLY	41.00
116087	MCVEIGH'S TRUCK SPRINGS INC.	1,044.46
116088	METAL HEAD WELDING LLC	659.88
116089	MICHIGAN MUNICIPAL LEAGUE	16,466.00
116090	MICHIGAN RURAL WATER ASSN	450.00
116091	MIGCSA	65.00
116092	MYER, ELIZABETH A.	122.16
116093	NETSOURCE ONE INC.	859.00
116094	NORTH COUNTRY POWER GENERATI	385.00
116095	NORTHERN FIRE & SAFETY INC.	854.50
116096	NORTHERN SAFETY CO INC	1,080.58
116097	O'REILLY AUTOMOTIVE INC	460.93
116098	OTWELL MAWBY	9,050.00
116099	PALACIOS, GILBERTO	100.00
116100	PANOFF, ZACH	41.00
116101	PARASTAR INC.	1,277.95
116102	PENCHURA LLC	3,000.00
116103	PERFORMANCE ENGINEERS INC	29,950.50
116104	PERSONAL GRAPHICS	60.34
116105	POLLARD WATER	161.63
116106	POWER LINE SUPPLY	9,400.79
116107	PREIN & NEWHOF	2,082.50
116108	PRO WEB MARKETING LLC	20.00
116109	REHMANN-ROBSON & CO	1,200.00
116110	ROLOFF, ROBERT	41.00
116111	RTI LABORATORIES INC.	432.00
116112	SCIENTIFIC BRAKE & EQUIP CO	236.84
116113	SIGMA-ALDRICH RTC	260.84
116114	SPENCLEY, PATTI	284.04
116115	STANDARD ELECTRIC CO	45.00
116116	STATE OF MICHIGAN	70.00
116117	STATE OF MICHIGAN	200.00
116118	SUPERIOR MECHANICAL	240.00
116119	SVATORA, RONALD	88.00
116120	SWEM, DONALD L.	41.00
116121	TERMINAL SUPPLY CO	118.79
116122	THE BANK OF NEW YORK MELLON N.	101,319.13

Check Number	Payee	Amount
116123	TRUCK & TRAILER SPECIALTIES	621.30
116124	UP NORTH PROPERTY SERVICES LL	308.00
116125	USA BLUE BOOK	377.45
116126	VALLEY TRUCK - GAYLORD	318.72
116127	VANGUILDER, JESSICA	22.50
116128	VILLAGE GRAPHICS INC.	91.80
116129	WELLER, LINDA	41.00
116130	WEST SHORE FIRE INC	61.37
116131	WHITLEY INVESTMENTS LTD	43.10
116132	WITHROW, GREGORY	88.00
116133	WORK & PLAY SHOP	154.38
116134	WURST, RANDALL W.	82.00
116135	WYMAN, MATTHEW A.	41.00
Total 03/08/2016:		306,769.37
Grand Totals:		306,769.37

Check Number	Payee	Amount
02/16/2016		
21616001	DTE ENERGY	9,005.91
21616002	MICHIGAN PUBLIC POWER AGENCY	21,508.83
Total 02/16/2016:		30,514.74
Grand Totals:		30,514.74

Check Number	Payee	Amount
02/22/2016		
22216001	MICHIGAN PUBLIC POWER AGENCY	13,328.30
Total 02/22/2016:		13,328.30
Grand Totals:		13,328.30

Check Number	Payee	Amount
02/25/2016		
22516001	MICHIGAN PUBLIC POWER AGENCY	245,298.37
Total 02/25/2016:		245,298.37
Grand Totals:		245,298.37

Check Issue Date	Check Number	Payee	Amount
22616001			
02/26/2016	22616001	**EFTPS* Payroll Taxes	8,572.02
02/26/2016	22616001	**EFTPS* Payroll Taxes	8,572.02
02/26/2016	22616001	**EFTPS* Payroll Taxes	2,004.79
02/26/2016	22616001	**EFTPS* Payroll Taxes	2,004.79
02/26/2016	22616001	**EFTPS* Payroll Taxes	14,495.77
Total 22616001:			
	5		35,649.39
22616002			
02/26/2016	22616002	Alerus Financial	420.00
Total 22616002:			
	1		420.00
22616003			
02/26/2016	22616003	STATE OF MICHIGAN	5,105.00
Total 22616003:			
	1		5,105.00
22616004			
02/26/2016	22616004	Vantagepoint - 401 Plan 109153	686.22
Total 22616004:			
	1		686.22
22616005			
02/26/2016	22616005	Vantagepoint - 457 Plan 300959	5,321.58
02/26/2016	22616005	Vantagepoint - 457 Plan 300959	458.18
02/26/2016	22616005	Vantagepoint - 457 Plan 300959	1,818.90
02/26/2016	22616005	Vantagepoint - 457 Plan 300959	5,550.61
Total 22616005:			
	4		13,149.27
Grand Totals:			
	12		55,009.88

dm

Check Number	Payee	Amount
02/26/2016		
22616006	MERS	25,234.74
Total 02/26/2016:		25,234.74
Grand Totals:		25,234.74

Check Number	Payee	Amount
02/29/2016		
22916001	MICHIGAN PUBLIC POWER AGENCY	15,052.05
Total 02/29/2016:		15,052.05
Grand Totals:		15,052.05

Check Number	Payee	Amount
03/08/2016		
2698	CHARLEVOIX COUNTY TREASURER	1,161.00
2699	CHARLEVOIX COUNTY TREASURER	1,915.87
2700	CHARLEVOIX COUNTY TREASURER	.00 V
2701	CHARLEVOIX DISTRICT LIBRARY	.00 V
2702	CHARLEVOIX PUBLIC SCHOOLS	127.98
2703	CHARLEVOIX PUBLIC SCHOOLS	576.59
2704	CHARLEVOIX PUBLIC SCHOOLS	27.30
2705	CHARLEVOIX PUBLIC SCHOOLS	280.69
2706	CHARLEVOIX PUBLIC SCHOOLS	60.67
2707	CITY OF CHARLEVOIX - TAXES DUE	.00 V
2708	CITY OF CHARLEVOIX/DDA	93,024.72
2709	RECREATIONAL AUTHORITY	.00 V
2710	STATE OF MICHIGAN	2,923.36
2711	CHARLEVOIX COUNTY TREASURER	312,884.42
2712	CHARLEVOIX DISTRICT LIBRARY	99,806.77
2713	CITY OF CHARLEVOIX - TAXES DUE	64,054.86
2714	RECREATIONAL AUTHORITY	18,197.21
Total 03/08/2016:		595,041.44
Grand Totals:		595,041.44

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT



SERVING NORTHERN MICHIGAN SINCE 1977

RECEIVED
FEB - 3 2016
CITY OF CHARLEVOIX

February 3, 2016

The Honorable Gabe Campbell
Mayor of the City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Mayor Campbell:

Last year we wrote to you and other local mayors to urge you to proclaim April as **Sexual Assault Awareness Month** – we ask you to do so again in 2016. As Mayor, you are in a unique position to bring this issue to light and lead our community to a future that is safer for everyone.

Sexual assault continues to be a problem in our society; one in four girls and one in six boys in the U.S. will be sexually assault by age 18. When you consider an average of 68% of sexual assaults are unreported to police, the staggering scope of this crime is realized.

All community members deserve the right to live free of sexual assault and free of the fear of this type of violence. We urge you to consider proclaiming April as **Sexual Assault Awareness Month** in 2016 and every year, thereafter, until enough people become aware of it and choose to raise their voices to say, **NO More!**

You have the power to create lasting change in your community. One way is to join the nation, the State of Michigan and communities large and small in declaring **April as Sexual Assault Awareness Month**. A sample proclamation is enclosed for your consideration. Please contact us if you would like additional information about the issue of sexual violence, or our organization's efforts to prevent it.

If you would like a member of our staff to be present during the meeting at which this proclamation is announced, please let us know. If you would like more information on additional actions you can take to help, contact us.

Sincerely,

Chris Krajewski
Domestic Abuse and Sexual Assault Program Director
chris@wrcnm.org
(231) 347-1572

Megan King
Violence Prevention Coordinator
mking@wrcnm.org
(231) 347-1572

cc: Mark Heydlauff- City Manager

Women's Resource Center of Northern Michigan, Inc.
423 Porter Street • Petoskey, MI 49770 • (231) 347-0067
FAX (231) 347-5805 • 24 Hour Crisis Line: (231) 347-0082 • Web Site: wrcnm.org

PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH ~ APRIL 2016

WHEREAS, sexual assault affects women, children and men of all racial, cultural and economic backgrounds; and

WHEREAS, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

WHEREAS, sexual assault can be devastating for not only the survivor, but also for the family and friends of the survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victims/survivors and their significant others and increase support for agencies providing services to victims/survivors; and

WHEREAS, Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence before it can start and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to sexual assault survivors; and

WHEREAS, The City of Charlevoix strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. It's time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all.

NOW, THEREFORE BE IT RESOLVED, that I, Gabe Campbell, Mayor of the City of Charlevoix, support efforts to eliminate sexual assault and hereby declare April 2016 to be in our city

Sexual Assault Awareness Month

Dated this 1st day of April, 2016.

Mayor Gabe Campbell
City of Charlevoix

Don Heise
200 Auld Avenue
Charlevoix, Michigan 49720

Sherm Chamberlain, Chairman
City of Charlevoix Planning Commission
c/o Zach Panoff
210 State Street
Charlevoix, MI 49720

February 10, 2016

Dear Sherm,

Please accept my resignation from the Planning Commission.

I wish you and the other members continued success.

Sincerely,

A handwritten signature in cursive script, appearing to read "Don", written in dark ink.

Don Heise

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: 2016 Infrastructure Bids

DATE: March 7, 2016

PRESENTED BY: Pat Elliott, DPW Superintendent
Jim Malewitz, PE, Performance Engineers

ATTACHMENTS: Bid Tabulation Sheet

BACKGROUND INFORMATION:

As you are aware, we plan to rebuild several streets this summer. In accord with our standard practice, we assembled the bid documents and advertised the projects throughout the state.

We received two bids:

MDC Contracting	\$2,700,546.73
Elmer's Crane & Dozer, Inc.	\$2,868,211.01

Please see the enclosed letter from Mr. Malewitz for more details on the project.

RECOMMENDATION: Award the 2016 Infrastructure projects to MDC contracting in the amount of \$2,700,546.73.



Performance Engineers Inc.

Civil / Structural Engineering

March 2, 2016

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

RE: City of Charlevoix 2016 Infrastructure Improvement Projects

Dear Mr. Heydlauff:

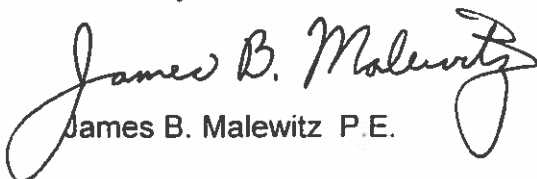
I have reviewed the bids for the 2016 Infrastructure work that includes construction of new water main on State Street from Garfield to Lincoln and the reconstruction of the following streets: St. Mary's, Wood, Green, East Upright, Alice, Nichols, and Burns from East Dixon to US-31. Please see the attached bid tab.

After review of the bids and required bidding documentation, MDC Contracting is the low bidder for this project work at the construction cost of \$2,700,546.73. The next closest bid following MDC Contracting was Elmer's Crane & Dozer, Inc. at a construction cost of \$2,868,211.01.

It is our recommendation that MDC be chosen for the construction of the 2016 Infrastructure Improvement work due to price and the fact that they have performed very well on many projects with the City of Charlevoix over the past twenty plus years.

Please let me know if you have any questions in regards to this recommendation.

Sincerely Yours,



James B. Malewitz P.E.

2016 Infrastructure Improvements Bid Tabulation
2-Mar-16

Item	Unit	Description	Quantity	MDC Contracting, LLC		Elmers, Petoskey	
				Unit Price	Extension	Unit Price	Extension
1	LSUM	MOBILIZATION (MAXIMUM OF \$200,000)	1	\$102,000.00	\$102,000.00	\$200,000.00	\$200,000.00
2	LSUM	MAINTAINING TRAFFIC, LOCAL	1	\$27,500.00	\$27,500.00	\$100,000.00	\$100,000.00
3	LSUM	MAINTAINING TRAFFIC, MDOT	1	\$82,500.00	\$82,500.00	\$96,000.00	\$96,000.00
4	LSUM	CONSTRUCTION STAKING	1	\$34,000.00	\$34,000.00	\$65,000.00	\$65,000.00
5	LSUM	VIDEO OF SANITARY SERVICES	106	\$75.00	\$7,950.00	\$50.00	\$5,300.00
6	EA	TREE, REM, 19 INCH TO 36 INCH	2	\$950.00	\$1,900.00	\$800.00	\$1,600.00
7	EA	TREE, REM, 37 INCH OR LARGER	2	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00
8	EA	TREE, REM, 6 INCH TO 18 INCH	2	\$350.00	\$700.00	\$400.00	\$800.00
9	EA	STUMP, REM, 19 INCH TO 36 INCH	3	\$200.00	\$600.00	\$200.00	\$600.00
10	EA	DR STRUCTURE, REM (STORM)	30	\$150.00	\$4,500.00	\$250.00	\$7,500.00
11	EA	DR STRUCTURE, REM (SAN)	20	\$265.00	\$5,300.00	\$250.00	\$5,000.00
12	EA	SEWER BULKHEAD, 12 INCH	4	\$80.00	\$320.00	\$150.00	\$600.00
13	FT	SEWER, REM, LESS THAN 24 INCH (STORM)	1674	\$5.00	\$8,370.00	\$4.00	\$6,696.00
14	FT	SEWER, REM, LESS THAN 24 INCH (SAN)	20	\$8.20	\$164.00	\$4.00	\$80.00
15	FT	CURB AND GUTTER, REM	7347	\$2.45	\$18,000.15	\$3.00	\$22,041.00
16	SYD	PAVT, REM	2112	\$11.00	\$23,232.00	\$2.75	\$5,808.00
17	SYD	SIDEWALK, REM	1476	\$6.30	\$9,298.80	\$3.25	\$4,797.00
18	SFT	PAVT, STONE-BRICK, REM-STORE	195	\$3.00	\$585.00	\$6.00	\$1,170.00
19	FT	ABANDON & GROUT 18" STORM	58	\$12.00	\$696.00	\$20.00	\$1,160.00
20	STA	MACHINE GRADING, MOD.	56	\$525.00	\$29,400.00	\$2,000.00	\$112,000.00
21	CYD	SUBGRADE UNDERCUTTING, TYPE II, CIP	5810	\$15.00	\$87,150.00	\$10.00	\$58,100.00
22	SYD	AGGREGATE BASE, 6 INCH	20868	\$5.80	\$121,034.40	\$4.00	\$83,472.00
23	FT	SEWER MOD CL B, 6 INCH, TR DET G SPECI	3913	\$27.00	\$105,651.00	\$36.00	\$140,868.00
24	FT	SEWER MOD CL B, 8 INCH, TR DET G SPECI	2112	\$34.50	\$72,864.00	\$40.00	\$84,480.00
25	FT	SEWER MOD CL B, 10 INCH, TR DET G SPEC	2015	\$39.00	\$78,585.00	\$42.00	\$84,630.00
26	FT	SEWER MOD CL B, 12 INCH, TR DET G SPEC	402	\$49.50	\$19,899.00	\$75.00	\$30,150.00
27	FT	SEWER MOD CL B, 18 INCH, TR DET G SPEC	40	\$265.00	\$10,600.00	\$100.00	\$4,000.00
28	FT	SEWER CL, III, 12 INCH, TR DET B	1534	\$30.00	\$46,020.00	\$40.00	\$61,360.00
29	FT	SEWER CL, III, 15 INCH, TR DET B	1064	\$31.20	\$33,196.80	\$30.00	\$31,920.00
30	FT	SEWER CL, III, 18 INCH, TR DET B	1361	\$35.50	\$48,315.50	\$45.00	\$61,245.00
31	FT	SEWER CL, III, 30 INCH, TR DET B	40	\$141.00	\$5,640.00	\$170.00	\$6,800.00
32	FT	SEWER CL, III, 36 INCH, TR DET B	50	\$155.00	\$7,750.00	\$180.00	\$9,000.00
33	FT	SEWER CL, III, 42 INCH, TR DET B	50	\$180.00	\$9,000.00	\$182.00	\$9,100.00
34	FT	SEWER CL, III, 48 INCH, TR DET B	665	\$140.00	\$93,100.00	\$190.00	\$126,350.00
35	EA	DR STRUCTURE COVER, ADJ	12	\$200.00	\$2,400.00	\$500.00	\$6,000.00
36	EA	DR STRUCTURE COVER, TYPE B	27	\$715.00	\$19,305.00	\$750.00	\$20,250.00
37	EA	DR STRUCTURE COVER, TYPE C	1	\$925.00	\$925.00	\$900.00	\$900.00
38	EA	DR STRUCTURE COVER, TYPE K SPECIAL	50	\$880.00	\$44,000.00	\$850.00	\$42,500.00
39	EA	DR STRUCTURE COVER, TYPE Q SPECIAL	22	\$725.00	\$15,950.00	\$700.00	\$15,400.00
40	EA	DR STRUCTURE, 24 INCH DIA.	45	\$775.00	\$34,875.00	\$1,000.00	\$45,000.00
41	EA	DR STRUCTURE, 48 INCH DIA.	22	\$1,475.00	\$32,450.00	\$900.00	\$19,800.00
42	EA	DR STRUCTURE, 60 INCH DIA.	3	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00
43	EA	DR STRUCTURE, 72 INCH DIA.	1	\$5,250.00	\$5,250.00	\$5,700.00	\$5,700.00
44	EA	DR STRUCTURE, 84 INCH DIA.	5	\$7,850.00	\$39,250.00	\$6,000.00	\$30,000.00
45	EA	DR STRUCTURE, 48 INCH DIA., SPECIAL	2	\$15,165.00	\$30,330.00	\$10,000.00	\$20,000.00
46	EA	DR STRUCTURE, 60 INCH DIA., SPECIAL	2	\$22,545.00	\$45,090.00	\$15,000.00	\$30,000.00
47	EA	SAN STRUCTURE, 48 INCH DIA.	22	\$2,475.00	\$54,450.00	\$3,000.00	\$66,000.00
48	EA	SEWER CLEANOUT, 6 INCH	12	\$175.00	\$2,100.00	\$400.00	\$4,800.00
49	SYD	HMA SURFACE, REM, MODIFIED	20254	\$3.05	\$61,774.70	\$4.00	\$81,016.00
50	TON	HMA, TOP	1808	\$74.00	\$133,792.00	\$57.12	\$103,272.96
51	TON	HMA, BASE	1808	\$68.35	\$123,576.80	\$63.75	\$115,260.00
52	TON	HMA, 4E3, TOP	117	\$91.50	\$10,705.50	\$73.50	\$8,599.50
53	TON	HMA, 4E3, LEVELING	117	\$91.50	\$10,705.50	\$73.50	\$8,599.50
54	TON	HMA, 3E3, BASE	177	\$91.50	\$16,195.50	\$58.00	\$10,266.00

				MDC Contracting, LLC		Elmers, Petoskey	
Item	Unit	Description	Quantity	Unit Price	Extension	Unit Price	Extension
55	SYD	DRIVEWAY, NONREINF CONC, 6 INCH	1455	\$34.00	\$49,470.00	\$30.00	\$43,650.00
56	FT	CURB AND GUTTER, CONC, DET C4	10121	\$15.80	\$159,911.80	\$12.20	\$123,476.20
57	FT	DRIVEWAY OPENING, CONC, DET M	468	\$16.50	\$7,722.00	\$13.20	\$6,177.60
58	FT	DETECTABLE WARNING SURFACE	176	\$65.00	\$11,440.00	\$65.00	\$11,440.00
59	SFT	SIDEWALK, RAMP, 6 INCH	1250	\$5.20	\$6,500.00	\$3.20	\$4,000.00
60	SFT	SIDEWALK, CONC, 4 INCH	11805	\$4.10	\$48,400.50	\$2.50	\$29,512.50
61	SFT	SIDEWALK, CONC, 6 INCH	1699	\$5.10	\$8,664.90	\$4.00	\$6,796.00
62	EA	SIGN, TYPE III, ERECT, SALV	32	\$60.00	\$1,920.00	\$50.00	\$1,600.00
63	EA	ACER RUBRUM, 3 INCH	14	\$415.00	\$5,810.00	\$467.00	\$6,538.00
64	EA	ACER SACCHARUM, 3 INCH	7	\$415.00	\$2,905.00	\$467.00	\$3,269.00
65	EA	CATALPA SPECIOSA, 3 INCH	2	\$515.00	\$1,030.00	\$467.00	\$934.00
66	EA	CERCIDIPHYLLUM JAPONICUM, 3 INCH	2	\$535.00	\$1,070.00	\$467.00	\$934.00
67	EA	CORNUS KOUSA, 3 INCH	2	\$515.00	\$1,030.00	\$467.00	\$934.00
68	EA	GINKO BILOBA, 3 INCH	3	\$575.00	\$1,725.00	\$467.00	\$1,401.00
69	EA	QUERCUS RUBRA, 3 INCH	12	\$460.00	\$5,520.00	\$467.00	\$5,604.00
70	EA	SYRINGA RETICULATA, 3 INCH	4	\$415.00	\$1,660.00	\$467.00	\$1,868.00
71	FT	FENCE & GATE RELOCATION	220	\$24.00	\$5,280.00	\$28.00	\$6,160.00
72	SYD	MULCH	12493	\$0.65	\$8,120.45	\$0.60	\$7,495.80
73	SYD	MULCH ANCHORING	12493	\$0.06	\$749.58	\$0.15	\$1,873.95
74	LB	SEEDING, MIXTURE TDS	904	\$3.00	\$2,712.00	\$5.00	\$4,520.00
75	SYD	TOPSOIL SURFACE, FURN, 4 INCH	12493	\$4.00	\$49,972.00	\$1.00	\$12,493.00
76	EA	FIRE HYDRANT, ASSEMBLY	12	\$4,650.00	\$55,800.00	\$4,000.00	\$48,000.00
77	EA	FIRE HYDRANT, RELOCATE, CASE 1	2	\$650.00	\$1,300.00	\$1,500.00	\$3,000.00
78	EA	GATE VALVE AND BOX, 4 INCH	3	\$1,020.00	\$3,060.00	\$1,000.00	\$3,000.00
79	EA	GATE VALVE AND BOX, 8 INCH	12	\$1,550.00	\$18,600.00	\$1,800.00	\$21,600.00
80	EA	TAPPING SLEEVE AND VALVE, 6 INCH	4	\$1,925.00	\$7,700.00	\$3,000.00	\$12,000.00
81	EA	WATER MAIN, 4 INCH, CUT AND PLUG	10	\$300.00	\$3,000.00	\$200.00	\$2,000.00
82	FT	WATER MAIN, DI, 4 INCH, TR DET G, SPECIA	20	\$190.00	\$3,800.00	\$200.00	\$4,000.00
83	FT	WATER MAIN, DI, 6 INCH, TR DET G, SPECIA	336	\$67.60	\$22,713.60	\$58.00	\$19,488.00
84	FT	WATER MAIN, DI, 8 INCH, TR DET G, SPECIA	4113	\$48.75	\$200,508.75	\$60.00	\$246,780.00
85	FT	WATER MAIN, DI, 12 INCH, TR DET G, SPECI	40	\$259.50	\$10,380.00	\$250.00	\$10,000.00
86	EA	WATER SERV	40	\$1,165.00	\$46,600.00	\$675.00	\$27,000.00
87	EA	WATER SERV, LONG	37	\$1,675.00	\$61,975.00	\$850.00	\$31,450.00
88	EA	WATER SERV, SALV, SPECIAL	25	\$225.00	\$5,625.00	\$250.00	\$6,250.00
89	FT	WATERMAIN SLEEVE, 12 INCH	40	\$20.00	\$800.00	\$75.00	\$3,000.00
90	FT	CONDUIT, SCH40, 3/4 INCH	500	\$2.20	\$1,100.00	\$1.75	\$875.00
91	FT	CONDUIT, SCH40, 1 INCH	8070	\$2.30	\$18,561.00	\$2.00	\$16,140.00
92	FT	CONDUIT, SCH40, 1-1/4 INCH	8570	\$2.50	\$21,425.00	\$2.25	\$19,282.50
93	FT	CONDUIT, SCH40, 2 INCH	1655	\$2.70	\$4,468.50	\$2.50	\$4,137.50
94	FT	CONDUIT, SCH40, 3 INCH	5480	\$3.25	\$17,810.00	\$3.00	\$16,440.00
95	FT	CONDUIT, SCH40, 4 INCH	6400	\$3.65	\$23,360.00	\$4.00	\$25,600.00
					\$2,700,546.73		\$2,868,211.01

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Resolution Waiving Parking Fees at Ferry Beach Boat Launch

DATE: March 7, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Event Planning Worksheet
Resolution

BACKGROUND INFORMATION:

Larry Gargus of the Michigan BASS Nation is seeking to hold one of their Team Championship Series tournaments in Lake Charlevoix on June 5th. Michigan BASS Nation is a registered non-profit. The event is one of four championship qualifiers with the championship being held in late August. The tournament requires all fishing be in Lake Charlevoix. Organizers will place a small weigh-in trailer near the shore of Lake Charlevoix. The tournament encourages participants to catch and release. Mr. Gargus is anticipating around 25-30 teams to participate. Participants will be coming to Charlevoix in advance of the tournament to familiarize themselves with Lake Charlevoix. The event is asking that the parking fees be waived for their practice days (June 2 - 4) and on the day of the tournament (June 5).

Section 10.84 of Chapter 148 of the City Code permits the City Council to waive the fees:

“Any person launching a boat from the Ferry Beach boat launch; or parking a vehicle with or without trailer or parking a single trailer shall be required to obtain a permit from the city and display the permit on their vehicle. Charges for the permit shall be set by resolution of the city council. The city council, by resolution, may revise or waive fees for special or public events. The term "special or public events" shall mean a tournament, festival or other type of event, whether or not open to public participation or observation, the occurrence of which will, in the judgment of the city council, benefit the city economically or by virtue of the publicity surrounding the event.”

Participating tournament teams will be staying in local hotels, purchase gas, food and shop in our downtown stores.

RECOMMENDATION:

Approve the draft resolution waiving parking fees for the Michigan Bassmaster Championship Series on June 2 - 4, 2016 (practice days) and on June 5, 2016.

**CITY OF CHARLEVOIX
RESOLUTION 2016-03-xx
WAIVE PARKING FEES FOR BASS TOURNAMENT**

WHEREAS, Michigan BASS Nation plans to host a bass tournament named "Michigan BASS Bassmaster Team Championship Series" on June 5, 2016; and

WHEREAS, Tournament organizers are requesting that parking fees be waived for practice fishing on June 2, 3, and 4, 2016 and on the day of the tournament June 5, 2016; and

WHEREAS, the City Code permits 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 "Michigan BASS Bassmaster Team Championship Series Tournament" on June 2-5, 2016.

RESOLVED this ____ day of March, 2016, A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Revised Lease for WLJN Radio

DATE: March 7, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Lease Document

BACKGROUND INFORMATION:

For many years, the City has leased space at Mt. McSaubia to a radio station - most recently to WCCW from Traverse City. Late last year, WCCW sold their tower to WLJN. WLJN now requests we update the lease to reflect their lease interest in the site. All other terms of the lease remain the same. As part of their site review, it has been necessary to trim and remove several trees. This reduces the risk of trees causing the tower to collapse or the radio transmitter causing burn damage to the trees. The Shade Tree Commission and Mike McDuffie, arborist for Site Planning, reviewed the trimming/cutting proposal and found it to be very appropriate. The review also spotted potential oak wilt, which if not removed, would be very damaging to the trees at McSaubia.

The lease generates approximately \$7,000 per year, which is used solely for expenses at McSaubia. The only lease change is adding language expressly requiring the radio station to obtain our permission prior to conducting any tree work.

RECOMMENDATION: Approve the revised lease agreement with WLJN/Good News Media and authorize the Mayor and City Clerk to sign all necessary documents.

**Telecommunication Site Access License Agreement
1st Amendment to the Agreement**

LICENSOR: City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

LICENSEE: Good News Media, Inc.
Brian Harcey, General Manager
PO Box 1408
Traverse City, Michigan 49685

**FACILITY
LOCATION:** Mount McSauba
45-18-36, 85-15-23.9
Charlevoix, Michigan 49720
Tower Number 1021179

1. **LICENSE.** Licensors hereby grant to Licensee a revocable non-exclusive right of access to the telecommunications terminal facility located at the Facility Address shown above, for the purpose of installing, maintaining and operating the telecommunications equipment described in Schedule A attached hereto and expressly incorporated herein, and Licensee accepts the above-described License for access to said facility for the aforesaid purposes, subject to the terms and conditions set forth herein and in Schedule A, attached hereto. Except in cases of emergency removal due to fallen trees, tree limbs or similar unplanned events, licensee may not trim, cut or remove any trees or vegetation on the Facility Location property without first obtaining written approval from Licensors.
2. **TERM.** The term of this License Agreement shall be for a period of **Sixty (60)** months commencing on January 1, 2013. This License Agreement shall renew automatically for an additional term of Sixty (60) months unless either party gives written Notice of Non-Renewal to the other party not less than 30 days prior to the end of the Initial Term. Nothing in this lease shall prohibit the parties, including the City of Charlevoix, from extending or revising this lease under such terms as shall be acceptable to all parties; provided, however, any extension or revision shall be in a document which has been signed by all of the parties.
3. **LICENSE FEE.** During the first year of the term of this License Agreement, the Monthly License Fee to be paid by Licensee to the Licensors shall be **\$573.80**, which shall be due and payable on the first day of each calendar month during and throughout the Term of this License Agreement. The Licensee shall also reimburse the Licensors for all attorney fees incurred by the Licensors relating to the preparation of this License Agreement..

P:/mgr/Telecommunications Agreement WCCW 2013 as signed

4. **ESCALATION.** If the Term of this License Agreement exceeds one (1) year, after the first year of this License Agreement, and commencing in the first month of the second year of the Term hereof, and on every one (1) year anniversary date provided for under the terms of this License Agreement, the Monthly License Fee shall be adjusted in proportion to any increase only, if any, in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. Cities Average ("CPI-U"), or its successor. Thereafter, said newly adjusted amount shall be the Monthly License Fee provided and payable as indicated herein.
5. **PAYMENTS.** Payment of any Monthly License Fee, or any other charge due hereunder shall be made by cash or business check in United States funds made payable to the Licensor (City of Charlevoix) and delivered personally or mailed, postage prepaid, to the Licensor at the following address:

City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

6. **EQUIPMENT COMPATIBILITY.** Licensor or Licensor's designated representative shall have sole right initially and during the Term of this License Agreement to: (a) determine the location of the Licensee's Equipment at the Facility; (b) approve the size, type and quality of the Licensee's Equipment, including any and all electrical therefore, and any repairs or replacements thereto, which approval shall not be unreasonably withheld; (c) require Licensee to take whatever action is reasonably necessary, including removal of Equipment, to eliminate objectionable interference by Licensee's Equipment with Equipment of any other Licensee at the Facility, by providing thirty (30) days written notice of such requirements to Licensee. All transmitters shall be equipped with any isolators, cavities, filters, or other devices as shall be deemed necessary by Licensor, within thirty (30) days after written notification by Licensor of the need therefore, to minimize spurious radiation, intermodulation, and other interference, and in conformance with generally accepted good engineering practices. Licensor assumes no liability whatsoever for any action or omissions pursuant to this paragraph.
7. **EXEMPTION FROM LIABILITY.** This License Agreement is made with the express understanding that whenever Licensor, whether prior to or during the term of this License Agreement, and whether voluntary or required hereunder, to make any approval, representation or requirement regarding Licensee's Equipment, including, but not limited to, location, placement, compatibility, electromagnetic interference, repairs, replacements, modifications or alterations thereto, that Licensor make absolutely no warranty, express or implied, in law or in equity, as to the merchantability or fitness for any particular purpose of

Licensee's Equipment and Licensee acknowledges that he is not relying on Licensor's or the City's skill or judgment to select or furnish any of Licensee's Equipment, whether approved or required by Licensor, and that there are absolutely no warranties made by Licensor regarding Licensee's Equipment, or any replacements, repairs, modifications, or alterations thereto of whatever nature. Specifically, and without limiting the foregoing, Licensor shall have no liability to Licensee for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by Licensee for any reason whatsoever. In no event shall Licensor ever be liable to Licensee for special, indirect, or consequential damages, including, but not limited to, lost profits, lost business, lost customers, damage to business reputation, or lost business opportunities.

8. **INSURANCE.** Prior to the installation of Licensee's Equipment at the Facility, and thereafter at all times during the Term of this License Agreement shall obtain and maintain insurance coverage satisfactory to the Licensor, with Licensor named as an additional insured, pertaining to the Licensee's installation and operations at the Facility, including the acts and omissions of the Licensee, its agents, employees, contractors, said insurance to provide, at a minimum, the following coverage's: One Million Dollars aggregate; (ii) Bodily Injury and Property Damage-One Million Dollars each occurrence; One Million Dollars aggregate; and, (iii) Workers Compensation Insurance covering all persons employed, directly or indirectly, in connection with any work performed by Licensee or any work authorized by this License Agreement – As required by laws of the state in which the Facility is located. Licensee shall provide certificates evidencing said required insurance coverage to Licensor upon request.
9. **REGULATORY REQUIREMENTS.** Prior to the installation of any of Licensee's Equipment at the Facility, and at all times while Licensee's Equipment is installed at the Facility, Licensee's shall furnish to Licensor satisfactory evidence that Licensee has the full power and authority from the Federal Communications Commission, or from any other federal, state, and/or local agency or agencies having jurisdiction over the installation and operation of Licensee's Equipment, to install and operate its Equipment at the Facility.
10. **TERMINATION.** Upon any termination or expiration of this License Agreement, Licensee shall immediately arrange with Licensor for the removal of Licensee's Equipment from the Facility and the repair of any damage to the Facility caused by or as a result of Licensee's Equipment, all at Licensee's expense. In the event that Licensee shall hold over after the termination date of this License Agreement, this shall constitute a default. The Monthly License Fee payable hereunder during any calendar month or fraction thereof that Licensee shall hold over after the termination of this License Agreement shall be equal to three times the Monthly License Fee that was due and payable during the calendar month

immediately preceding the calendar month of the termination of this License Agreement. If, at the time of expiration or termination of this License Agreement, Licensee shall owe any monetary amount to Licensor arising out of, as a result of, or under this License Agreement, this License Agreement shall survive the termination or expiration, but only with regard to and until all monetary amounts due and payable by Licensee to Licensor shall have been paid in full.

11. **LICENSOR'S REPRESENTATIONS.** Licensor represents to Licensee that Licensor has full power and authority to enter into this License Agreement and to perform all of its undertakings as required hereunder. Licensor agrees that, during the Term of this License Agreement that Licensee shall be permitted continuous twenty-four (24) hour access to Licensee's Equipment for the purpose of maintenance and repairs thereto, subject to any and all rules and regulations which may be specified in writing to Licensee from time to time by Licensor.
12. **LICENSEE'S REPRESENTATIONS.** Licensee represents to Licensor that Licensee has full power and authority to enter into this License Agreement in accordance with all of its terms and that Licensee's Equipment will comply, during the term of this License Agreement, with all applicable national, state and local statutes, ordinances and laws, including by way of example and not limitation, fire and electrical codes, and all rules and regulations which may be specified in writing from time to time by Licensor.
13. **INDEMNIFICATION.** Licensee shall save, indemnify and hold Licensor harmless from and against any and all loss, cost, damage, expense or liability (direct, consequential or otherwise), occasion by growing out of, arising from or resulting in connection with this License or any act of failure to act by Licensee, its employees, agents, invites or licensees. Without limiting the generality of the foregoing, Licensor shall have no liability to Licensee or any other person for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by the Licensee for any reason whatsoever.
14. **FIRE OR OTHER CASUALTY.** If the Facility becomes unusable due to fire or other casualty, and the Licensee's Equipment becomes inoperable as a result thereof, either Licensee or Licensor may elect to terminate this License Agreement upon thirty (30) days written notice to the other, such election to be made within fifteen (15) days after the fire or other casualty. In the event that neither Licensee nor Licensor elects to terminate this License Agreement within such fifteen (15) day period, then Licensor agrees to have the Facility repaired, restored, or rehabilitated at no expense to Licensee within one hundred twenty (120) days after possession of the damaged premises can be obtained and reconstruction or repairs undertaken. During such period that the Facility shall be unusable, all monthly charges due hereunder shall be abated on a per diem

basis. If the aforementioned work is not substantially completed within the one hundred twenty (120) day period, either party can terminate this License Agreement as of the day of the fire or other casualty by serving written notice upon the other party not later than one hundred thirty (130) days after possession of the injured premises can be obtained and reconstruction or repairs undertaken. In the event of the termination of this License Agreement pursuant to this paragraph, all Monthly License Fees and other charges due hereunder shall be apportioned on a per diem basis and paid through the date of the fire or other casualty.

15. **SERVICE OF WRITTEN NOTICE.** All notices required hereunder to be served on a party shall be in writing. They shall be deemed served for the purpose of this License Agreement, either by personal delivery on a representative of the party authorized in writing to receive such notices, or by mailing by certified or registered mail, postage prepaid, to the address set forth at the beginning of this License Agreement, in which case the date of the mailing shall be the date on which said notice is deemed served. Licensor or Licensee may, from time to time, designate any other address for this purpose by written notice to the other party. The failure or refusal of either party to accept delivery of any written notice given shall be deemed to be a waiver of services of the written notice by the refusing party and no further attempt at service of said written notice shall be required.
16. **CONTRACT.** The terms and conditions of this License Agreement are understood and agreed to be contractual and not a mere recital. The paragraph headings used throughout this License Agreement are provided for reader convenience only, and shall not be controlling in the interpretation of this License Agreement.
17. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire understanding between the parties hereto and shall supersede all prior offers, negotiations and agreements between the parties relative to the subject matter contained herein. Licensee represents that there are no understandings, representations, or promises of any kind that have been made by Licensor to induce the execution of this License Agreement except as expressly set forth in writing in this License Agreement.
18. **INVALID PROVISION.** The invalidity or unenforceability of any paragraph or paragraphs, or subparagraph of this License Agreement shall not affect the viability of enforceability of the remainder of this License Agreement or the remainder of any paragraph or subparagraphs; and this License Agreement shall be construed in all respects as if any invalid or unenforceable paragraph or subparagraphs were omitted.

19. **GOVERNING LAW AND VENUE.** This License Agreement shall be construed in accordance with, and subject to, the laws of the State of Michigan. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this License Agreement or any provision thereof shall be instituted only in any court of competent jurisdiction in the State of Michigan.
20. **NO LANDLORD-TENANT RELATIONSHIP.** It is expressly agreed and understood that this License Agreement shall not operate or be construed to create the relationship of landlord and tenant between Licensor and Licensee under any circumstances whatsoever.
21. **ASSIGNMENT.** This License Agreement, including any and all rights hereunder, may not be assigned, pledged, or otherwise disposed of by Licensee, directly or indirectly, without the advance written approval of Licensor, which approval shall not be unreasonably withheld.
22. **SUCCESSION.** This License Agreement is binding upon the parties hereto and shall be binding upon their successive heirs, administrators, successors and assigns.
23. **AMENDMENT.** This License Agreement may not be changed, modified, amended or altered, except by an agreement in writing and signed by all of the parties to such change, modification, amendment or alteration.
24. **NORMAL COURSE OF BUSINESS.** This License Agreement has been entered into between Licensor and Licensee in the normal course of business.
25. **CITY APPROVAL.** The City consents to the grant of license described in this License Agreement.
26. **CONTINGENCIES ON CONTRACT EFFECTIVENESS.** This License Agreement shall become effective only on the payment by Licensee of the reimbursement of attorney fees to the City and the one lump sum payment to Licensor as described in paragraph 3, entitled LICENSE FEE.

IN WITNESS WHEREOF, the parties hereto have executed this Telecommunication Site Access License Agreement, 1st amendment to the agreement on this 7th day of March, 2016, but effective as if executed on the Commencement Date shown herein.

WITNESS:

LESSOR/CITY OF CHARLEVOIX

Joyce A. Golding
Its: City Clerk

By: _____
Gabe Campbell
Its: Mayor

WITNESS:

Good News Media, Inc.

By: _____
Brian Harcey
Its: General Manager

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Marina Cable Contract

DATE: March 7, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Cable Agreement Contract Documents

BACKGROUND INFORMATION:

In recent years, we have had challenges providing reliable cable service to our boaters at the Marina. We advertise the availability of cable on the DNR website but boaters often have difficulty actually using it or connecting to it once they arrive. This contract with Charter will provide a wide-array of channels and will also include the hardware and service to test the signal at each slip. Approving this contract now should allow us to have this service ready when the Marina opens May 15. The contract cost is around \$7,000 per year which includes a half-price reduction during the off-season for the marina.

RECOMMENDATION: Approve the agreement with Charter Communications for cable service at the Marina

Above for recorders use only

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT
RV/MARINA PARK SHORT FORM

This Installation and Service Agreement ("Agreement") **CC VIII Operating, LLC** ("Operator") and **CITY OF CHARLEVOIX** ("Owner") is dated this 21st day of February, 2016 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A):	
Premises Name: <u>Charlevoix Municipal Marina</u>	Number of Units: <u>70</u>
Street Address: <u>100 E CLINTON ST</u>	
City/State/Zip: <u>Charlevoix, MI 49720</u>	Dwelling Type: <u>Marina</u>
Notices:	
Owner Name: City of Charlevoix Address: 210 STATE ST CHARLEVOIX MI 49720 CHARLEVOIX MI 49720 Phone: 231-547-3270	
Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 1 year unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
Start Date: <u>2/21/16</u>	Expiration Date: <u>10/31/21</u>
Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide.	
Equipment: All above-ground and underground coaxial cables, fiber, conduit and ports if applicable, electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services. The Equipment extends from the external boundary lines of the Premises.	

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings constructed on the Premises hereafter). Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within 90 days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the

personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

3. Marketing Privileges. Operator shall have the exclusive right to promote the Services on the Premises by means of distribution of advertising materials, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the residents of the Property and allowing, at Operator's request, the display of advertising materials in common areas of the Property). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and approved by Owner, such approval not to be unreasonably withheld or delayed, and Owner shall not permit the distribution or publication of marketing materials promoting alternative competitive services offered by other providers.

4. Assignment. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowners association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

6. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control.

7. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable

law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

8. Notwithstanding anything to the contrary stated hereunder, Operator and Owner will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

9. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 9 is an automatic default of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR

CC VIII Operating, LLC

By: Charter Communications, Inc., its Manager

OWNER

CITY OF CHARLEVOIX

By: _____

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

OPERATOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by

R. Adam Ray the Vice President, Direct Sales of CC VIII Operating, LLC

By: Charter Communications Inc., its manager with a mailing address

Of 400 Atlantic Street, Stamford CT 06901, who acknowledged this to be the authorized act of such entity.

Notary Public

My commission expires: _____

OWNER ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by

_____, the _____ of

_____ with a mailing address

of _____, who acknowledged this to be the authorized act of such entity.

Notary Public

My commission expires: _____

Prepared by and after recording return:

Renee Crooks
MDU Operations Specialist
1433 Fulton St – Ste A
Grand Haven, MI 49417

EXHIBIT "A"

[Owner to insert legal description of Premises]

Property Detail Report**For Property Located At :
100 E CLINTON ST, CHARLEVOIX, MI 49720****CoreLogic****RealQuest Professional****Owner Information**

Owner Name: CITY OF CHARLEVOIX
Mailing Address: 210 STATE ST, CHARLEVOIX MI 49720-1345 C003
Vesting Codes: //

**Location
Information**

Legal Description: 328 BRIDGE,99&101 E MASON DDA 1984 87COMB 345-004-00,345-005-00&345-008-50
LOTS 4,5,6,7, & 8 BLK 5 OF ORIGNIAL PLATOF CITY OF CHARLEVOIX. EX: BEG AT SW
COR LOT 8 BLK 5 ORIGINAL PLAT OF CITY OF CHXTH E 114 FT TH N 29 FT TH W 114
FT TH S 29 FT TO POB.

County:	CHARLEVOIX, MI	APN:	052-345-004-00
Census Tract / Block:	15.00 / 1	Alternate APN:	05234500400
Township-Range-Sect:		Subdivision:	ORIGINAL CITY
Legal Book/Page:		Map Reference:	/
Legal Lot:	8	Tract #:	
Legal Block:	5	School District:	CHARLEVOIX
Market Area:		School District Name:	
Neighbor Code:		Munic/Township:	CITY OF CHARLEVOIX

BULK CABLE SERVICE ADDENDUM

Applicable to Quam to Analog (Q2A)

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of February 21st, 2016 by and between CITY OF CHARLEVOIX ("Owner") and CC VIII Operating, LLC ("Operator") made with respect to the multiple dwelling units known as:

Complex name: Charlevoix Municipal Marina

Address: 100 E CLINTON ST

City, State, Zip _____ Units: 70

Phone: 231-547-3270 Email: markh@cityofcharlevoix.org

(the "Premises"), is hereby amended by the terms of this Addendum ("Addendum") and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. This Addendum will replace and supersede any and all prior DTA Addendums or agreements. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Service Quam to Analog (Q2A). Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises.
2. Quam to Analog excluding the use of any converters, modems or other customer premises equipment ("CPE") selected by Operator in its sole discretion.
3. Limited Service Offering. Q2A service is limited to either 30 or 60 channels of Video Service as defined below. These channels are listed in Exhibit A and preclude any additional Video, Internet or Voice Services provided by the Operator in the Service Area.
4. Equipment Fee. Owner is responsible for the onetime payment of the following amount within thirty (30) days of effective date of this Addendum:
 - a. X \$0 for the 30 Channel Q2A Service
 - b. _____ \$14,000 for the 60 Channel Q2A Service
5. Equipment Housing. Owner at their sole cost, must provide Operator with a suitable demarcation point and interior location which is climate controlled to house Q2A Equipment with all the necessary space, environmental friendly and power requirements.

Suitable environmental conditions for this equipment is 32 -85 Degrees. Owner will be responsible for repair and/or replacement costs related to damage caused to equipment from non-suitable environmental conditions. Equipment must remain protected against extreme temperatures and moisture at all times by Owner.
6. Prior Bulk Addendum. This Addendum replaces any and all prior Bulk Cable Service Addendums, understanding and writings.
7. Survey of Installation Feasibility. The installation and use of Q2A service is subject to a detailed site survey. If the construction estimate or design is not feasible or is greater than standard installation costs totaling no more than \$2,500.00 in total cost, then Operator reserves the right to cancel this Addendum without liability to the Owner or liability to Operator.

*Operator's current channel line-up is set forth in Exhibit A, attached hereto.

Listed Service: (Select One)

 X Quam to Analog- 30 Channel Service (this is a unique channel lineup and the Operator is unable to provide any different channel lineup or Services available in the Service Area)

 Quam to Analog- 60 Channel Service (this is a unique channel lineup and the Operator is unable to provide any different channel lineup or Services available in the Service Area)

8. No Resale. Owner shall not resell the Bulk Service or CPE in whole or in part or impose any incremental fee for the Bulk Service or CPE.
9. Bulk Service Monthly Fee. Operator shall bill Owner monthly in advance and Owner shall pay Operator said monthly fee for the Bulk Service ("Bulk Billing Fee") based on the following calculation:

Bulk Billing Fee = 70 Units x *\$10.50 amount per unit* for a total monthly fee of \$735.00
(number of units on the Premises, whether occupied or not)

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory Fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which operator may lawfully pass through to Subscribers.

As part of the Bulk Cable Service Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to six percent (6%) each year beginning in January of the calendar year immediately after the execution of this Addendum. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Owner's failure to pay the Bulk Billing Fee or Service equipment and CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) immediately suspend the Bulk Services and/or any other services Operator may be providing to the Premises and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition and without limitation, Operator shall be entitled to solicit and offer to the occupants of the Premises ("Residents") any of its services (including without limitation those comprising the Bulk Services) on an individual subscription basis for the remainder of the Agreement Term

without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Owner will be responsible to allow Operator to remove any all Q2A equipment at expiration or Owner will be in breach of this Addendum and Owner will be responsible for the full reimbursement cost for unreturned equipment within ten (10) days of expiration or breach of the Addendum by Owner. The cost of the unreturned equipment will be \$7,000 for thirty (30) Channels and \$14,000 for sixty (60) channel units, less any equipment fees paid under Sections 4a or 4b. In addition to unreturned equipment reimbursement, Owner will be responsible for reimbursing Operator for all construction and or installation costs related to the installation of the Q2A Equipment.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

10. **Bulk Rate Term.** This Addendum will remain in force for an initial term of five (5) years commencing on May 1st, 2016 and terminating on February 31st, 2021. At the end of the original term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

11. **Termination.** If the Bulk Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the term of the Agreement or any terms and conditions thereof.

12. **Acceptance.** This Addendum shall be binding upon Operator only after acceptance by an authorized officer of Operator as evidenced exclusively by said officer's signature.

13. **Programming.** Operator reserves the right, from time to time in its sole discretion and without Owner's consent, to change, delete, retier or preempt portions of the Bulk Service or any service provided by Operator, as authorized by law or determined by Operator in its sole discretion.

14. **Advertising.** Owner grants Operator permission to display, and advertise information concerning the services offered by Operator in places where Residents may easily observe such displays upon written consent of property manager of the Premises, not to be unreasonably withheld or delayed.

15. **Warranties.** Owner warrants that (i) it holds all rights and has full authority to execute this Addendum and to grant the rights herein granted; (ii) this Addendum shall constitute a binding obligation of Owner; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Residents or third parties that would be breached or violated by the execution of this Addendum or by Operator's providing its services to the Premises.

16. **No Third Party Beneficiaries.** The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the

respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

17. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with any applicable law (including the Freedom of Information Act) or the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein; or (v) in order to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR

CC VIII Operating, LLC

By: Charter Communications, Inc., its Manager

OWNER

CITY OF CHARLEVOIX

By: _____

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Quam to Analog (Q2A) - Bulk Service

30 Channels	
#	Channel Name
3	CBS - WWTV
4	NBC - WPBN
5	CW - 100+-
6	ABC - WGTU
7	FOX - WFQX
8	PBS - WCMV
9	Weather Channel
10	ESPN
11	ESPN2
12	FS Detroit
13	BTN
14	Fox News Channel
15	CNN
16	TNT
17	TBS
18	FX
19	USA
20	A&E
21	AMC
22	Food Network
23	History
24	Lifetime
25	Hallmark Channel
26	GSN
27	Turner Classic Movies
28	Disney Channel
29	Nickelodeon
30	Discovery Channel
31	truTV
32	Fox Sports 1

Exhibit B

Address List of Units served under Bulk Cable Service Addendum

AMENDMENT NO. 1

to

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

between

City of Charlevoix (Owner)

and

CC VIII Operating, LLC (Operator)

The Nonexclusive Installation and Distribution Agreement between **CC VIII Operating, LLC** ("Operator") and **CITY OF CHARLEVOIX** ("Owner") dated February 21st, 2016 ("Agreement"), for the complex named Charlevoix Municipal Marina located at 100 E. Clinton Street with 70 units, is hereby amended as shown herein.

Except as set forth herein, all defined terms used herein shall have the same meaning ascribed to them in the Agreement.

Both Parties agree to amend the Agreement in the following manner:

First Modification

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall take all reasonable steps to eliminate such interference as soon as possible. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by the undersigned.

OPERATOR

CC VIII Operating, LLC

By: Charter Communications, Inc., its Manager

By: _____

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: _____

OWNER

CITY OF CHARLEVOIX

By: _____

Printed Name: _____

Title: _____

Date: _____

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: In-kind Advertising Policy

DATE: March 7, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: In-kind Advertising Policy

BACKGROUND INFORMATION:

Various local events and organizations often request we provide gift certificates or passes for some of our leisure services or activities (including the golf course, ski hill, marina, etc). This policy would stipulate how we make decisions with these kinds of programs. Given the business-like nature of these services, it is important we remain in the public eye and these kinds of opportunities allow us to advertise with various events in the community.

RECOMMENDATION: Approve the In-kind Advertising Policy as presented

**City of Charlevoix
In-Kind Marketing Policy**

I. Purpose

The City of Charlevoix operates several business-like services and activities. Given our desire to attract customers to these venues and promote them in the community, staff often receive requests to assist charitable events and causes in the community. This policy will outline the circumstances under what charitable assistance can be offered and the limits of it.

II. Scope

This policy shall apply to the following activities and services: Charlevoix Golf Club; Mt. McSaubia (skiing/snowboarding); McSaubia Summer Camp; and the Charlevoix Marina.

This policy does not include discounts or adjustments that might be made for economic development purposes or for bill credits or adjustments due to other discount programs (senior citizen discounts, poverty exemptions, energy efficiency demonstrations/discounts, etc).

III. Annual Request

The City will may consider requests for assistance to charitable causes if a request is made in writing. Requests will be considered twice per year: May 1 and November 1. The requesting organization should outline the type of request sought and the intended use of funds raised from the item. Organizations should be focused on charitable causes in and around the City of Charlevoix or Charlevoix County.

Requests will be considered on the basis of the charitable cause, the connection to the community, and the cost to the City of assisting. Additional consideration will also be made for the quality and quantity of the advertising/promotional value gained by the City from the assistance.

The City reserves the right to deny any and all requests for any reason.

Requests should be sent to the City Manager's office. Decisions on granting requests will be made by the City Manager in consultation with the appropriate department staff.

IV. Reporting

The City Manager will regularly advise Council of marketing activities.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Mayoral Appointment

DATE: March 7, 2016

PRESENTED BY: Joyce Golding, City Clerk

ATTACHMENTS:

BACKGROUND INFORMATION:

With the resignation of Don Heise, the City has one vacancy on the Planning Commission to fill his term expiring April 2018. Planning Commission members are appointed by the Mayor and approved by Council.

The Clerk has two applications on file in which to consider: Rick Golding and Mary Eveleigh.

RECOMMENDATION:

RECEIVED

FEB 26 2016

City of Charlevoix

Application for Volunteer Boards and Advisory Committees

CITY OF CHARLEVOIX

Date: Feb 26, 2016

- | | | |
|---|---|--|
| ☒ Planning Commission | ☐ Historic District Commission | ☐ Main Street Program |
| ☐ Board of Review | ☐ Downtown Development Authority | |
| ☐ Zoning Board of Appeals | ☐ Shade Tree Commission | ☐ Historic District Study |
| ☐ Housing Commission | ☐ Compensation Commission | ☐ No Preference |

Name: Mary Eveleigh

Address: 268 E. Dixon Ave.

Phone: 231-547-5548 Cell Phone: 231-320-1478 Email: eveleigh0922@sbcsglobal.net

Business Phone: ↓ May we call you there? Yes

Describe the reasons you are interested in this position: Community Visions goals are the responsibilities of the planning Commission to ensure through our master plan - ordinances that the health, safety and welfare of the public be secured, for those reasons is my interest

Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

Occupation: OFFICE MANAGER for family Business Eveleigh Tile & Stone

Education: 12 yrs - 2 yr College

Experience: Master Citizen Planner (2007) 3 yrs involved

with Charlevoix (Please attach a detailed resume if desired)

Have you served on any previous boards or in any governmental positions in the past: If yes, please explain: Smart growth, multi-spridictional Comprehensive

member of Zoning Board of Appeals for city of Charlevoix 2004-2012

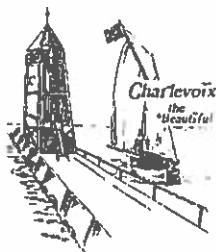
Are you available for night meetings? yes Daytime meetings? yes

Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed position? If yes, please explain: No

If a conflict of interest arose for you, how would you deal with it as an appointed member of this board?

I would make it known at the outset of the meeting that I had a conflict with a particular agenda item And Recuse myself from participation and or voting on subject matter.

Please return this application to the City of Charlevoix Offices. It can be returned in person, by mail to 210 State Street, Charlevoix, MI 49720, by fax to 231.547.3617 or by email to mgr@cityofcharlevoix.org



CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION FEB 15 2016

City of Charlevoix

- ☐ AIRPORT ADVISORY COMMITTEE
☐ BOARD OF REVIEW
☐ COMPENSATION COMMISSION
☐ DDA/MAIN STREET BOARD

- ☐ HISTORIC DISTRICT COMMISSION
☐ HOUSING COMMISSION
☒ PLANNING COMMISSION
☐ RECREATION ADVISORY COMMITTEE

- ☐ SHADE TREE COMMISSION
☐ ZONING BOARD OF APPEALS
☐ OTHER _____
☐ NO PREFERENCE

PLEASE PRINT

NAME: RICK GOLDING DATE: 2-15-16
ADDRESS: 12 CHICAGO CLUB, CHARLEVOIX 49720
DAYTIME PHONE: 231-818-9448 EVENING PHONE: _____
EMAIL ADDRESS: GONAVY58@YAHOO.COM

REASON(S) YOU WISH TO SERVE: IN ORDER TO PARTICIPATE IN OUR LOCAL GOVERNMENT AND BECOME MORE FAMILIAR WITH HOW OUR CITY FUNCTIONS.

DESCRIBE YOUR BACKGROUND, PROFESSIONAL QUALIFICATIONS, WORK EXPERIENCE, COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCES THAT MAY QUALIFY YOU TO SERVE THE CITY AS A VOLUNTEER COMMITTEE MEMBER. (ATTACH RESUME IF DESIRED)

I AM RETIRED FROM 20 YEARS OF ACTIVE DUTY IN THE US NAVY FOR 6 YEARS I MANAGED 2.5 MILLION SQFT OF OFFICE AND RETAIL SPACE. CURRENTLY MANAGER OF THE CHICAGO CLUB.

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

NO

ARE YOU AVAILABLE FOR NIGHT MEETINGS? YES DAYTIME MEETINGS? YES

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

ONLY ON ANY ISSUE REGARDING THE CHICAGO CLUB.

IF A CONFLICT OF INTEREST AROSE FOR YOU, HOW WOULD YOU DEAL WITH IT? PARTICIPATE IN DISCUSSION BUT ABSTAIN FROM DECISION MAKING.

SIGNATURE: Rick Golding DATE: 2/15/16

THANK YOU FOR YOUR INTEREST IN VOLUNTEERING. WHEN A VACANCY ARISES, YOU WILL BE CONTACTED.

PLEASE RETURN YOUR APPLICATION TO THE CITY MANAGER'S OFFICE AT YOUR EARLIEST CONVENIENCE.
210 STATE STREET CHARLEVOIX, MI 49720 - FAX (231) 547-3617 - EMAIL mgr@cityofcharlevoix.org

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Lake House Apartments PILOT Ordinance

DATE: March 7, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Lake House Apartments PILOT Ordinance

BACKGROUND INFORMATION:

A Payment in Lieu of Tax (PILOT) is a method to encourage the improvement and development of housing intended to serve persons of low to moderate income. It can also be applied to other housing situations depending on the types of financing used.

The Lake Harbor Apartments on Petoskey Avenue received a PILOT from the City in 2013 by way of an ordinance. The ordinance required they make improvements to the complex within two years of passage in order to qualify for the PILOT terms. They were unable to meet this timeline and the ownership of the complex has changed slightly. They have requested an update to the ordinance accounting for this change and a new two-year window during which they will make the improvements.

The City Attorney has updated the paperwork accordingly.

RECOMMENDATION: Set a public hearing for March 21, 2016 at 7pm to consider amending Ordinance 761 of 2013.

**CITY OF CHARLEVOIX
ORDINANCE NO. 768 of 2016**

**AN ORDINANCE TO AUTHORIZE THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF TAXES FOR RESIDENTIAL UNITS
SERVING LOW INCOME OR MODERATE INCOME PERSONS IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT
AUTHORITY ACT 346 OF THE PUBLIC ACTS OF MICHIGAN OF 1966, AS AMENDED, AND MATTERS RELATED THERETO**

THE CITY OF CHARELVOIX ORDAINS:

Section 1. **Purpose.** This Ordinance authorizes and approves an annual service charge in lieu of taxes for residential housing developments that: (a) serve Low Income or Moderate Income Persons (as defined in the State Housing Development Authority Act, Act 346 of the Public Acts of Michigan of 1966, as amended, and this Ordinance); (b) are financed or assisted by USDA-RD or the Authority in accordance with Act 346; (c) are located within the City of Charlevoix; and (d) comply with this Ordinance.

Section 2. **Title.** This Ordinance shall be known and cited as the "City of Charlevoix Tax Exemption Ordinance."

Section 3. **Preamble.** It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for low income citizens and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with Act 346. The City is authorized by Act 346 and this Ordinance to establish or change the annual service charge to be paid in lieu of taxes by any and all classes of housing exempt from taxation under Act 346 at any amount it chooses not to exceed the taxes that would be paid but for Act 346. It is further acknowledged that housing for low income persons and families is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemptions for such housing is a valid public purpose; further, that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that Watermark II Limited Dividend Housing Association Limited Partnership (the "Sponsor" as defined in Section 4 of this Ordinance) has committed to rehabilitate, own and operate a housing development identified as "Lake Harbor Apartments" on certain property located on 637 Petoskey Avenue, Charlevoix, Michigan, which is legally described in Section 4.G. of this Ordinance, to serve Low Income or Moderate Income Persons, and that the Sponsor has offered to pay and will pay to the City, on account of the Housing Development, an annual service charge for public services in lieu of all taxes.

Section 4. **Definitions.** The terms used within this Ordinance shall have the following meanings:

- A. "Act" means the State Housing Development Authority Act, being Act 346 of the Public Acts of Michigan of 1966, as amended.
- B. "Annual Shelter Rents" means the total actual collections during each calendar year from all occupants of a housing development representing rents or occupancy charges, which rental amounts shall be exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.
- C. "Authority" means the Michigan State Housing Development Authority.
- D. "Class" means the Housing Development known as Lake Harbor Apartments for Low Income or Moderate Income Persons.
- E. "Contract Rents" are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to the U.S. Housing Act of 1937, as amended.
- F. "Federally-Aided Mortgage" means any of the following:
 - (i) A below market interest rate mortgage insured, purchased, or held by the Secretary of the Department of Housing and Urban Development (HUD) or United States Department of Agriculture - Rural Development (USDA-RD);
 - (ii) A mortgage receiving interest reduction payments provided by the HUD or USDA-RD;
 - (iii) A Housing Development to which the Authority allocates low income housing tax credits under Section 22b of the Act; or
 - (iv) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate-income housing, consistent with the Act.

- G. "Housing Development" means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low income. For the purposes of this Ordinance, "Housing Development" means Lake Harbor Apartments located on the property legally described as:

Land located in the City of Charlevoix, County of Charlevoix, and State of Michigan, described as: Commencing at a 1 inch, iron bar (set by Robinson) at the East quarter of Section 23, Town 34 North, Range 8 West; thence on a bearing of West along the East and West quarter line of said section, as monumented, 1320.32 feet to a nail on the East eighth line of said section, as monumented; thence South 0°12'44" West along said eighth line, 297.34 feet (recorded as 297.0 feet) to a concrete monument, being the point of Beginning of this description; thence continuing along said eighth line, as monumented, South 0°58'24" West 33.20 feet to a concrete monument recorded as being 1321.0 feet West and 330.0 feet South of the quarter corner between Sections 23 and 24, Town 34 North, Range 8 West; thence North 89°46'01" West 161.20 feet (recorded as 161.62 feet) to a concrete monument; thence South 0°34'28" East along the Easterly line of the former A. D. Cruickshank property 320.75 feet (recorded as 321.38 feet) to a concrete monument on the Northwestern line of Highway U.S. 31; thence North 6°40'46" East along said highway line, 340.27 feet (recorded as 339.37 feet) to a ½ inch rod on the Westerly line of "CHEZ CHARLEVOIX" Condominium as recorded in Liber 232, Page 955, Charlevoix County Records; thence North 0°04'56" West along said Westerly condominium line 295.21 feet (recorded as 294.99 feet) to a ½ inch rod; thence South 69°25'38" West 171.03 feet (recorded as 169.73 feet) to the point of beginning; being a part of the West Half of the Southeast Quarter of Section 23, Town 34 North, Range 8 West.

- H. "Low Income or Moderate Income Persons" shall be as defined in the Act, as amended.
- I. "Sponsor" means person(s) or entities which have applied to the Authority for the Tax Credits to finance a Housing Development. For the purposes of this Ordinance, the Sponsor is Watermark II Limited Dividend Housing Association Limited Partnership.
- J. "Tax Credits" means the low income housing tax credits made available by the Authority to the Sponsor for rehabilitation of the Housing Development by the Sponsor in accordance with the Low Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- K. "USDA-RD" means the United States Department of Agriculture, Rural Services Division.
- L. "Utilities" means fuel, water, sanitary sewer service and/or electrical service, which are paid by the Housing Development.

Section 5. **Class of Housing Development.** This Ordinance shall apply only to the Housing Development to the extent that the Housing Development provides housing for Low Income and Moderate Income Persons and is financed or assisted by USDA-RD or the Authority pursuant to the Act.

Section 6. **Establishment of Annual Service Charge.**

- A. The City acknowledges that the Sponsor and USDA-RD and/or the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from all property taxes and payment of an annual service charge in lieu of taxes in an amount established in accordance with this Section. In consideration of the Sponsor's offer to rehabilitate, own and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes that would otherwise be assessed to the Housing Development under Michigan law.
- (1) Effective upon the adoption of this Ordinance and subject to the receipt by the City of the "Notification of Exemption" (or such other similar notification) by the Sponsor and/or the Authority, the annual service charge shall be the greater of eleven point one eight percent (11.18%) percent of Annual Shelter Rents; or \$13,080.00 increased at the rate of 2% per year (as detailed in the schedule below). The property shall not benefit from this Ordinance until the property has transferred to the Sponsor and the planned renovations have commenced. The PILOT Ordinance shall commence for the next calendar year following the commencement of renovations. Until such time the property shall continue to pay ad valorem taxes.

Year of Agreement	Calendar Year	Annual Charge	2% Annual Increase	Year of Agreement	Calendar Year	Annual Charge	2% Annual Increase
1	2016	\$13,080.00	--	10	2025	15,632.40	306.60
2	2017	13,341.60	\$261.60	11	2026	15,945.10	312.70
3	2018	13,608.50	266.90	12	2027	16,264.10	319.00
4	2019	13,880.70	272.20	13	2028	16,589.40	325.30
5	2020	14,158.40	277.70	14	2029	17,259.70	331.80
6	2021	14,441.60	283.20	15	2030	17,604.90	345.20
7	2022	14,730.50	288.90	16	2031	17,957.00	352.10
8	2023	15,025.20	294.70	17	3032	18,316.14	359.14
9	2024	15,325.80	300.60	18	3033	18,682.46	366.32

- B. The Housing Development, and the property on which it is constructed, shall be exempt from all property taxes from and after the commencement of rehabilitation of the Housing Development by the Sponsor under the terms of this Ordinance.

Section 7. **Limitation on the Payment of Annual Service Charge.** Notwithstanding Section 6, if any portion of the Housing Development is occupied by other than Low Income and Moderate Income Persons, the full amount of the taxes that would be paid on those units of the Housing Development if the Housing Development were not tax exempt shall be added to the service charge in lieu of taxes.

Section 8. **Contractual Effect of Ordinance.** Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, and subject to the terms of this Ordinance including, but not limited to Section 11 herein, this Ordinance constitutes a contract between the City and the Sponsor to provide an exemption from ad valorem property taxes and to accept the payment of an annual service charge in lieu of such taxes, as previously described in this Ordinance. It is expressly recognized that the Authority and USDA-RD are third party beneficiaries to this Ordinance. By accepting a service charge in lieu of taxes, the Sponsor and its successors in interest in the property shall be deemed to have agreed, as a matter of contract, to all of the provisions of this Ordinance.

Section 9. **Payment of Service Charge.** The service charge in lieu of taxes shall be payable to the City in the same manner as ad valorem property taxes are payable, except that the annual payment shall be paid on or before May 1 of each year for the previous calendar year.

Section 10. **Duration/Failure to Pay.**

- A. Subject to subsection B, below, this Ordinance shall remain in effect and shall not terminate for a maximum term of 18 years and so long as the Housing Development remains subject to a Federally Aided Mortgage and so long as the Housing Development submits the required annual notification of exemption pursuant to M.C L. 125.1415a(1), as amended. The term of this Ordinance shall commence upon the issuance of the Notification to Local Assessor of Exemption as issued by the Authority.
- B. This Ordinance may be terminated if rehabilitation of the Housing Development does not commence within two (2) years from the effective date of this Ordinance; or if the renovations are not completed within one year from the start of rehabilitation.
- C. Notwithstanding anything contained herein to the contrary, if the Sponsor fails to pay the final adjusted service charge in lieu of taxes granted hereunder, or fails to provide the verification of the calculations used to make the payment, and such failure continues after thirty (30) days of written notice of such failure to the Sponsor, the service charge in lieu of taxes granted by this Ordinance will automatically be terminated. Written notice shall be sent to:

Watermark II LDHA LP
PO Box 313
Novi, MI 48376

and

MSHDA
Attn: Director of Legal Affairs
735 East Michigan Avenue
Lansing, MI 48909

If the Sponsor or its successors do not correct the failure or failures as provided in the written notice, the effective date of termination shall be thirty (30) days from the date of mailing of the written notice. The City shall file a Notice of Termination to the Sponsor of the Housing Development and the Authority, by certified mail. If the service charge in lieu of taxes is terminated, then, in addition to the termination of the service charge, the City in its discretion shall have the right to either (a) prospectively impose upon the property all taxes which would have been applicable to the property if the service charge in lieu of taxes had not been granted or (b) place a lien on the property for all unpaid service charges and record a notice of the lien with the Register of Deeds. The lien may be enforced as if the amount of the lien were a mortgage and shall include the right to foreclose by advertisement. The amount of the unpaid service shall accrue interest at the maximum interest rate authorized by law for an unsecured debt with interest beginning on the effective date of termination. Nothing in this Ordinance shall restrict the rights of the City to exercise other remedies authorized by law for the collection of unpaid monies authorized by law for breach of contract. Regardless of the remedy chosen by the City, all costs, including attorney fees, incurred by the City after the effective date of termination, which relate to the exercise of its rights under this Ordinance or as otherwise provided by law, shall be added to the lien amount or any court judgment.

Section 11. **Filing of Annual Audit.** The Sponsor, or its successor, shall file a copy of any and all annual audits required to be provided to the federal government, the State of Michigan, and/or the Authority simultaneously with the City. The audit shall include detail with respect to occupancy of the Housing Development, Annual Shelter Rents received from the Housing Development, and the cost for utilities during the audit period.

Section 12. **Publication: Effective Date.** This Ordinance shall become effective the day following its publication or the day following publication of a summary of its provisions in a newspaper of general circulation in the City.

Section 13. **Repeal.** City of Charlevoix Ordinance 761 of 2013 is expressly repealed by the enactment of this Ordinance, and all ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Ordinance No. 777 of 2016 was enacted on the ____ day of ____ 2016, by the Charlevoix City Council as follows:

Motion by:
Seconded by:

Yeas:
Nays:
Absent:

State of Michigan)
) ss
City of Charlevoix)

CERTIFICATION

I, the undersigned, City Clerk of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 777 of 2016 adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a regular meeting held on _____, 2016 and published in the *Charlevoix Courier* on _____, 2016, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated: _____

Joyce M. Golding, City Clerk