

AGENDA

CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, August 1, 2016 - 7:00 p.m.
City Hall Council Chambers, 210 State Street Charlevoix, Michigan

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry regarding conflicts of interest**

5. Consent Agenda

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

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|---|----------|
| A. City Council Meeting Minutes - July 18, 2016 Regular Meeting | PG 1-5 |
| B. Accounts Payable Check Registers & Payroll Check Registers | PG 6-19 |
| C. 2016 MERS Officer Delegate Appointment | PG 20-21 |

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

- | | |
|---|----------|
| A. Microbrewery Liquor License: Cherry Republic | PG 22-40 |
| B. Conservation Easement Ballot Language | PG 41-42 |

8. Reports & Communications

- A. Public Comments
- B. City Manager Comments
- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

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

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, July 18, 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.

1. Pledge of Allegiance

2. Roll Call

Mayor: Gabe Campbell
Members Present: Councilmembers Shane Cole, Shirley Gibson, Aaron Hagen, Luther Kurtz, Leon Perron, Bill Supernaw
Members Absent: None
City Manager: Mark Heydlauff
City Clerk: Joyce Golding

3. Presentations

None.

4. Inquiry Regarding Conflicts of Interest

Councilmember Hagen recused himself from the Bridge Street Blooms discussion as his wife is an employee there.

5. Consent Agenda

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

- A. City Council Meeting Minutes – July 5, 2016 Regular Meeting
- B. Regular Accounts Payable Check Register – July 19, 2016
- C. ACH Payments – July 5, 2016 to July 15, 2016
- D. Payroll Check Register – July 15, 2016
- E. Payroll Transmittal – July 15, 2016
- F. Accept Energy Optimization 2015 Annual Report
- G. Accept Renewable Energy Annual Report
- H. Release 2016 Draft Land Use Master Plan for Public Review

Motion by Councilmember Gibson, second by Councilmember Cole, to approve the Consent Agenda.

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

Nays: None

Absent: None

6. Public Hearings & Actions Requiring Public Hearings

None.

7. All Other Actions & Requests

A. Site Plan Review, Bridge Street Blooms (1403 Bridge Street)

Interim Planner Panoff stated on July 11, the Planning Commission held a Public Hearing to review the proposed expansion of Bridge Street Blooms. He said the applicants, Chris and Mary Helstrom, requested to install a 24' x 100' addition to their permanent greenhouse at 1403 Bridge Street. The Planning Commission unanimously recommended approval with conditions regarding future lighting of the property.

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

Motion by Councilmember Supernaw, second by Councilmember Kurtz, to approve Project 2016-07 SP for 1403 Bridge Street with conditions, as recommended by the Planning Commission.

Yeas: Cole, Supernaw, Kurtz, Perron, Gibson

Nays: None

Absent: None

Abstain: Hagen

B. Light Pole Painting

Electric Superintendent Swem stated that the street light poles downtown are in need of maintenance; the paint is cracked and peeling in several places. MJS Painting, Inc., Williamsburg, MI, submitted the low bid and provided good local references.

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

Motion by Councilmember Kurtz, second by Councilmember Gibson, to award the light pole painting project to MJS Painting, Inc. for an amount not to exceed \$17,230.

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

C. Mt. McSauba Snow Gun Purchase

Ski Hill Manager Boss stated that we have an opportunity to purchase two more snow making guns for Mt. McSauba. He indicated that we have a good relationship with Jim Bartlett at Nub's Nob who has supplied our other snowmaking equipment. Staff proposed the purchase of two more portable guns at a cost of \$14,000 each which will complete our snow making system. These two guns will increase labor efficiency as well as enhance the ability to make snow on the sledding hill.

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 authorize the purchase of two 2016 snow guns from Nub's Nob in an amount not to exceed \$28,000 and authorize the City Manager to sign all necessary documents.

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

D. Mt. McSauba Activity Focus Group

City Manager Heydlauff recalled that at the July 5th meeting, Council asked Staff to develop a formal recommendation for a committee to study programming and activities at Mt. McSauba. Staff proposed the following:

Purpose: Working with the Recreation Advisory Committee (RAC) and the Recreation Director, a focus group of users and leaders engaged in activities at the Mt. McSauba Recreational Area will meet on an occasional basis for dialogue regarding activities, events, and organized uses of the area. The focus group is intended to foster strong communication among different user types at the facility and to help City Staff communicate with the wider user groups.

Structure: The focus group will be comprised of a roughly equal number of stakeholders from the following three user types: disc golf; walkers/nature enthusiasts; and day camp/ski hill staff. Members will be selected by the RAC after interest is expressed using the Volunteer Boards/Committees Application. In addition to the purpose outlined above, further direction for the focus group will be provided by the RAC. The focus group will report their findings and progress to the RAC; as necessary, the RAC and Recreation Director will update Council.

Councilmember Gibson questioned what the new group might do. City Manager Heydlauff responded the RAC looks holistically at all programs in the City and this group would focus on McSauba as well as getting stakeholders together for discussion. Councilmember Gibson felt that experts should be involved to make important decisions regarding site capabilities.

City Manager Heydlauff confirmed that this group would be an extension of the RAC and would work with them. He also stated that the group would not be making decisions or taking action, but would make recommendations to the RAC.

Mayor Campbell opened the item to public comment.

Jeff Porter, 1st Ward, recalled that the City had a Parks Commission and a Recreation Commission in the past. He suggested that the City should return to this format. Dr. Porter felt that a group focused only on Mt. McSauba is a "terrible mistake."

The item was closed to the public.

Councilmember Kurtz commented that the proposed group may be short term or long term. He advised proceeding with the focus group as offered, and monitor its progress to determine whether a more permanent group should be established as suggested by Dr. Porter. Council generally agreed. Councilmember Gibson suggested expanding the Shade Tree Commission in the future to encompass a Park Commission.

Motion by Councilmember Kurtz, second by Councilmember Cole, to approve the Mt. McSauba Focus Group as presented.

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

8. Reports & Communications

A. Public Comments

None

B. City Manager Comments

City Manager Heydlauff indicated that the Fire Department owns a small donated boat which is used infrequently, that now requires maintenance. In order to facilitate a county-wide dive team, the City plans to sell the boat to East Jordan for one dollar, including it as part of the dive team assets. The City's financial audit is underway this week.

C. Mayor & Council Comments

None.

9. Other Council Business

None.

10. Adjourn

Council generally agreed to adjourn at 7:19 p.m.

Joyce M. Golding

City Clerk

Gabe Campbell

Mayor

Regular Accounts Payable – 07/19/2016

ACE HARDWARE	2,897.22	FREEDOM MAILING SERVICES INC	2,273.13
ALL-PHASE ELECTRIC SUPPLY CO.	577.98	GERBER HOMEMADE SWEETS	70.00
AMERICAN WASTE INC.	59.04	GINOP SALES INC	9.69
APX INC	52.41	GOLDING, JOYCE	41.00
ARROW UNIFORM-TAYLOR L.L.C.	1,141.13	GRAINGER	321.77
ASPLUNDH TREE EXPERT CO	8,980.00	GRAND TRAVERSE GARAGE DOOR	205.50
AT YOUR SERVICE PLUS INC	805.00	GRIFFIN BEVERAGE CO	106.00
AUTO VALUE	1,346.83	GRP ENGINEERING INC.	614.34
AVFUEL CORPORATION	12,677.91	GUNTZVILLER, RHONDA	273.00
B & L SOUND INC	324.93	HACH COMPANY	105.58
BEJO DE CHOCOLAT LLC	25.00	HALL, JOSHUA	800.00
BERG, REBECCA	25.00	HARBOR HOUSE PUBLISHERS	1,250.00
BLUETARP FINANCIAL	167.48	HARRELL'S	2,798.74
BRADFORD'S	74.75	HARWOOD GOLD	208.00
BULBS.COM	149.40	HERZOG ELECTRIC	73.89
BY THE BAY WINDOW CLEANING SVCS.	357.00	HYDRO CORP	515.00
CARQUEST OF CHARLEVOIX	1,504.29	J & J GARAGE DOOR SERVICE INC.	460.00
CENTRAL DRUG STORE	56.01	JACOBSEN	212.97
CENTRAL LAKE ARMOR EXPRESS	1,093.00	JESS CONSTRUCTION CO. INC.	314.78
CHARLEVOIX COUNTY FIRE	560.00	KLETKE, ASHLEY	210.00
CHARLEVOIX COUNTY TREASURER	65,964.09	KSS ENTERPRISES	1,363.52
CHARLEVOIX CRAFT BEER FESTIVAL	2,600.00	LAKE FOREST BAKING COMPANY	38.00
CHARLEVOIX GLASS INC.	100.00	LAKE SHORE TIRE & AUTO SERVICE	12.50
CHARLEVOIX SCREEN MASTERS INC	480.00	LOTTIE'S BAGELS	186.00
CHARTER COMMUNICATIONS	1,889.69	LUNDTEIGEN, GUNNAR	1,118.89
CINTAS CORPORATION	117.48	LUTTRELL WELL DRILLING INC.	368.75
CINTAS CORPORATION #729	180.33	LYNCH, BRANDON	18.00
CIRCLE K SERVICE	711.90	MACMILLAN, MICHAEL	27.50
CITY OF CHARLEVOIX - UTILITIES	31,440.34	MCCARDEL CULLIGAN-PETOSKEY	50.00
CIVIC SYSTEMS	9,354.00	MICHIGAN MUSHROOM MARKET LLC	60.00
COCA-COLA REFRESHMENTS	309.30	MICHIGAN OFFICEWAYS INC	1,188.38
COOK FAMILY FARMS	75.00	MYER, ELIZABETH A	160.36
DHASELEER, CARL	48.00	NORTH COAST FASTENERS LLC	30.50
DITCH WITCH SALES OF MICHIGAN	1,837.43	NORTH COUNTRY CRITTERS	25.00
EAST JORDAN PUBLIC SCHOOL	90.00	NORTHERN BROADCAST INC.	349.86
ELHORN ENGINEERING COMPANY	628.00	NORWOOD FARM LLC	10.00
EMERGENCY MEDICAL PRODUCTS INC	13.50	OLESON'S FOOD STORES	745.97
ETNA SUPPLY	1,900.00	O'REILLY AUTOMOTIVE INC	95.10
FAMILY FARM & HOME	606.77	OTEC	98.00
FARMER WHITE'S	426.00	PERFORMANCE ENGINEERS INC	12,079.25
FARMER WHITE'S	4.00	POND HILL FARM LLC	277.00
FASTENAL COMPANY	109.34	PORT SUPPLY	119.94
FISHER SCIENTIFIC	588.44	POWER LINE SUPPLY	934.70

PRESTON FEATHER	304.18	TERMINAL SUPPLY CO	207.13
PURITY CYLINDER GASES INC	300.58	THOMAS ELECTRICAL SERVICES LLC	394.62
QUICK CARE MEDICAL CENTER	80.00	TOP QUALITY GLOVE	139.80
R & R PRODUCTS INC	92.05	TRUCK & TRAILER SPECIALTIES	2,119.90
RANGE TELECOMMUNICATIONS	115.20	TWO ACRE FARM LLC	132.00
ROCKY TOP FARMS	16.00	UP NORTH PROPERTY SERVICES LLC	4,018.00
RUSTIC BAKER	49.00	UPPER CASE PRINTING INK	1,098.52
SECURITY SANITATION INC	285.00	WALTERS SHARPENING SVC. INC.	90.00
SIEGRIST, DAVID	206.00	WASHBURNE, BRENDA	88.00
SMOKE ON THE WATER	300.00	WILBERT BURIAL VAULT CO	128.40
SOCIAL ECONOMIC ENTERPRISES	250.00	WORK & PLAY SHOP	420.83
SPARTAN DISTRIBUTORS INC	234.93		
SWANSON K & D INC	4,390.00	TOTAL	198,028.74

ACH Payments – 07/05/2016 to 07/15/2016

MI PUBLIC POWER AGENCY	17,240.65	ALERUS FINANCIAL (HCSP)	420.00
PAYMENT SERVICE NETWORK	236.50	STATE OF MI (WITHHOLDING TAX)	6,173.03
STATE OF MI (SALES TAX)	20,108.62	VANTAGEPOINT (401 ICMA PLAN)	699.94
MI PUBLIC POWER AGENCY	21,326.87	VANTAGEPOINT (457 ICMA PLAN)	12,866.25
DTE ENERGY	1,559.25	VANTAGEPOINT (ROTH IRA)	721.53
RS (PAYROLL TAX DEPOSIT)	42,982.23	TOTAL	124,334.87

Payroll Net Pay – Pay Period Ending 07/09/2016 (Paid 07/15/2016)

WELLER, LINDA JO	1,481.57	SOMERVILLE, DAVID A.	1,069.91
HEYDLAUFF, MARK L.	2,118.60	ELLIOTT, PATRICK M.	1,951.37
GOLDING, JOYCE M.	1,082.62	SCHWARTZFISHER, JOSEPH L.	1,436.45
DEROSIA, PATRICIA E.	885.71	BRADLEY, KELLY R.	1,455.78
LOY, EVELYN R.	1,029.16	HART II, DELBERT W.	1,262.93
KLOOSTER, ALIDA K.	1,554.09	JONES, ROBERT F.	1,359.58
GOLOVICH, KAREN J.	960.42	DORAN, JUSTIN J.	1,687.39
SPENCLEY, PATRICIA L.	1,177.96	MANKER JR, DAVID W.	423.13
PANOFF, ZACHARY R.	1,180.04	MANKER SR, DAVID W.	667.56
MILLER, FAITH G.	55.91	BECKER, MICHAEL S.	615.21
LEESE, MERRI C.	389.77	SHEPARD, ZACHARY N.	444.69
MCGINN, KELLY A.	1,492.92	MCGHEE, ROBERT R.	953.42
JONES, JANET M.	486.96	STANTS, JACOB W.	255.48
DOAN, GERARD P.	1,558.33	BLOOMER, GABRIELLE J.	481.65
SCHLAPPI, JAMES L.	1,302.94	STEWART, SAMUEL D.	483.67
UMULIS, MATTHEW T.	1,420.90	SMITH, ALEXIS M.	375.20
HANKINS, SCOTT A.	1,494.68	ALDEN, CAMDEN D.	501.21
ORBAN, BARBARA K.	1,380.46	MUMICH, BARRY J.	504.50
TRAEGER, JASON A.	1,276.03	SKROCKI, JACOB D.	408.28
FLICKEMA, ANDREW M.	1,560.85	RUSSELL, JEFFREY S.	400.75
MATELSKI, KIMBERLY A.	1,118.59	DEYOUNG III, OLIVER A.	233.57
EVANS JR, HALBERT K.	1,468.90	KIBLER, RYLEE A.	132.98
KLOOSTER, PATRICK H.	745.12	KIRINOVIC, THOMAS F.	473.63
BEARINGER, ASHLEY L.	849.54	STEBE, LAURA A.	99.73
ENGSTROM, TYLER A.	638.20	BITELY, KATHERINE A.	407.41
GROSBURG, ASHLEY M.	849.54	MILAN, JANE E.	951.84
SOFIA, KELSEY L.	879.44	BERNIER, RACHEL M.	548.68
VANLOO, JORDAN C.	732.58	MACGILLIVRAY, RAYMOND L.	538.45
GREENE, GLORIA C.	571.76	SABSOOK, SARA E.	533.32
DAVIS, LEAH R.	571.76	CRANDELL, ZACKARY R.	329.49
TELGENHOF, WILL G.	670.44	PARKER-DROST, HERO	470.55
WILLIAMS, BRANDON S.	452.51	HOLECHECK, JENNACA R.	534.57
GREYERBIEHL, KELLY M.	601.00	BARNEVELD, VLADIMIR R.	86.75
ROLOFF, ROBERT P.	4,219.47	HEID, THOMAS J.	1,272.04
RILEY, DENISE M.	464.66	LEESE, ALAN K.	413.85
WURST, RANDALL W.	1,529.05	GRUNCH, RONALD J.	296.98
MAYER, SHELLEY L.	2,155.23	DAVIS, RONALD L.	244.22
HILLING, NICHOLAS A.	1,314.75	FAIRCHILD, GALEN W.	284.70
MEIER III, CHARLES A.	1,112.34	DAKROUB, JOSEPH E.	261.60
ZACHARIAS, STEVEN B.	1,931.86	MASSON, DONALD J.	498.19
EATON, BRAD A.	1,657.87	KUSINA, DENNIS W.	146.03
WILSON, TIMOTHY J.	1,971.86	LABLANCE, MAUREEN J.	283.03
LAVOIE, RICHARD L.	1,571.72	MYER, ELIZABETH A.	1,817.51
STEVENS, BRANDON C.	2,218.97	VANLOO, JOSEPH G.	721.30
DRAVES, MARTIN J.	1,933.00	WYMAN, MATTHEW A.	1,226.20
BROWN, STEPHANIE C.	1,020.24	SCHRADER, LOU ANN	750.87

BOSS, RYDER S	1,107.19	SWEM, DONALD L.	1,833.28
MILLER, WILLIAM S.	1,125.70	WHITLEY, ANDREW T.	1,836.69
HOUSER, JAMES F.	683.90	MORRISON, KEVIN P.	1,188.18
FUNKEY, KRAIG R.	23.09	HODGE, MICHAEL J.	1,252.30
MEGGISON, JERRY B.	302.18	JOHNSON, STEVEN P.	1,276.09
RILEY, CASEY W.	596.90	BISHAW, JAMES H.	456.11
JONES, LARRY M.	1,410.67	PETERS, MEGAN M.	589.03
WILLSON, BRENDA R.	86.33	MILAN, BAC P.	28.39
BEAN, PETER J.	953.11	GILL, DAVID R.	1,162.01
OCHS, THOMAS F.	108.51	TODD, RICHARD D.	243.35
TRAVERS, MANUEL J.	450.25	STEVENS, JEFFREY W.	892.62
RILEY, DANIEL A.	616.22	ROLOFF, AUDREY M.	2,162.99
KLINGER, LUCAS D.	609.74	MATTER, DAWSON K.	2,781.24
KLINGER, BRADLEY W.	504.13	SCOTT JR., WINFIELD	94.70
WILLIAMS, SYDNEY K.	452.51	TOTAL	112,273.38

Payroll Transmittal - 07/15/2016			
4FRONT CREDIT UNION	228.46	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	166.74	COMMUNICATION WORKERS OF AMER	489.93
AMERICAN FAMILY LIFE	379.74	MI STATE DISBURSEMENT UNIT	401.83
CHAR EM UNITED WAY	56.00	PRIORITY HEALTH	1,960.77
CHARLEVOIX STATE BANK	1,286.16	TOTAL	5,119.63



Check Number	Payee	Amount
07/18/2016		
117397	MITCHELL GRAPHICS INC.	455.19
Total 07/18/2016:		455.19
Grand Totals:		455.19

Summary of Check Registers & ACH Payments FIRSTMERIT BANK - CHECKS ISSUED

07/18/16	Special Accounts Payable Run	\$	455.19
07/21/16	Special Accounts Payable Run	\$	57,603.67
07/29/16	Payroll	\$	102,884.16
07/29/16	Payroll Transmittal Checks	\$	5,119.63
08/02/16	Regular Accounts Payable	\$	254,466.51
Checks Sub-Total:		\$	420,529.16

FIRSTMERIT BANK - ACH/WIRE PAYMENTS

07/18/16	MI Public Power Agency	\$	41,529.72
07/25/16	MI Public Power Agency	\$	18,564.61
07/25/16	MI Public Power Agency	\$	207,128.97
07/29/16	IRS (Payroll Tax Deposit)	\$	37,769.28
07/29/16	Alerus Financial (HCSP)	\$	420.00
07/29/16	State of MI (Withholding Tax)	\$	5,489.59
07/29/16	Vantagepoint (401 ICMA Plan)	\$	699.94
07/29/16	Vantagepoint (457 ICMA Plan)	\$	12,773.90
07/29/16	Vantagepoint (Roth IRA)	\$	721.53
07/29/16	MERS (Defined Benefit Plan)	\$	43,022.52

ACH Sub-Total: \$ 368,120.06

First Merit Bank Total: \$ 788,649.22

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)			
07/21/16	Special A/P: Tax Disbursement	\$	21,185.94
Charlevoix State Bank Total:		\$	21,185.94

Grand Total: \$ 809,835.16

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Check Number	Payee	Amount
07/21/2016		
117398	AT&T	2,226.90
117399	AT&T LONG DISTANCE	45.55
117400	AT&T MOBILITY	91.69
117401	CHARLEVOIX STATE BANK	3,295.44
117402	CITY OF CHARLEVOIX - MISC	7,159.66
117403	DELTA DENTAL	3,788.21
117404	GREAT LAKES ENERGY	213.74
117405	METLIFE SMALL BUSINESS CENTER	727.93
117406	PRIORITY HEALTH	39,508.34
117407	VERIZON WIRELESS	56.72
117408	VISION SERVICE PLAN	489.49
Total 07/21/2016:		57,603.67
Grand Totals:		57,603.67

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/23/2016	PC	07/29/2016	21752	WELLER, LINDA JO	101		1,481.58
07/23/2016	PC	07/29/2016	21753	HEYDLAUFF, MARK L.	102		2,118.60
07/23/2016	PC	07/29/2016	21754	GOLDING, JOYCE M.	106		1,082.62
07/23/2016	PC	07/29/2016	21755	DEROSIA, PATRICIA E.	107		586.08
07/23/2016	PC	07/29/2016	21756	LOY, EVELYN R.	117		1,029.15
07/23/2016	PC	07/29/2016	21757	KLOOSTER, ALIDA K.	121		1,554.10
07/23/2016	PC	07/29/2016	21758	GOLOVICH, KAREN J.	122		960.42
07/23/2016	PC	07/29/2016	21759	SPENCLEY, PATRICIA L.	136		1,309.80
07/23/2016	PC	07/29/2016	21760	PANOFF, ZACHARY R.	141		1,180.04
07/23/2016	PC	07/29/2016	21761	MILLER, FAITH G.	142		17.20
07/23/2016	PC	07/29/2016	21762	LEESE, MERRI C.	145		389.77
07/23/2016	PC	07/29/2016	21763	MCGINN, KELLY A.	146		1,492.91
07/23/2016	PC	07/29/2016	21764	JONES, JANET M.	148		410.94
07/23/2016	PC	07/29/2016	21765	DOAN, GERARD P.	201		1,558.33
07/23/2016	PC	07/29/2016	21766	SCHLAPPI, JAMES L.	204		1,429.68
07/23/2016	PC	07/29/2016	21767	UMULIS, MATTHEW T.	205		1,381.65
07/23/2016	PC	07/29/2016	21768	HANKINS, SCOTT A.	208		2,107.45
07/23/2016	PC	07/29/2016	21769	ORBAN, BARBARA K.	209		1,451.25
07/23/2016	PC	07/29/2016	21770	TRAEGER, JASON A.	210		1,316.71
07/23/2016	PC	07/29/2016	21771	FLICKEMA, ANDREW M.	211		1,583.50
07/23/2016	PC	07/29/2016	21772	MATELSKI, KIMBERLY A.	212		1,118.59
07/23/2016	PC	07/29/2016	21773	EVANS JR, HALBERT K.	214		1,468.90
07/23/2016	PC	07/29/2016	21774	KLOOSTER, PATRICK H.	216		1,001.82
07/23/2016	PC	07/29/2016	21775	BEARINGER, ASHLEY L.	222		980.01
07/23/2016	PC	07/29/2016	21776	ENGSTROM, TYLER A.	225		638.20
07/23/2016	PC	07/29/2016	21777	GROSBURG, ASHLEY M.	226		949.32
07/23/2016	PC	07/29/2016	21778	SOFIA, KELSEY L.	227		551.96
07/23/2016	PC	07/29/2016	21779	VANLOO, JORDAN C.	239		798.36
07/23/2016	PC	07/29/2016	21780	GREENE, GLORIA C.	243		663.05
07/23/2016	PC	07/29/2016	21781	DAVIS, LEAH R.	245		642.76
07/23/2016	PC	07/29/2016	21782	TELGENHOF, WILL G.	246		760.90
07/23/2016	PC	07/29/2016	21783	WILLIAMS, BRANDON S.	248		610.07
07/23/2016	PC	07/29/2016	21784	GREYERBIEHL, KELLY M.	260		707.90
07/23/2016	PC	07/29/2016	21785	ROLOFF, ROBERT P.	304		1,446.06
07/23/2016	PC	07/29/2016	21786	RILEY, DENISE M.	306		472.74
07/23/2016	PC	07/29/2016	21787	WURST, RANDALL W.	411		1,276.79
07/23/2016	PC	07/29/2016	21788	MAYER, SHELLEY L.	412		1,585.05
07/23/2016	PC	07/29/2016	21789	HILLING, NICHOLAS A.	413		1,604.91
07/23/2016	PC	07/29/2016	21790	MEIER III, CHARLES A.	421		1,909.08
07/23/2016	PC	07/29/2016	21791	ZACHARIAS, STEVEN B.	422		1,379.73
07/23/2016	PC	07/29/2016	21792	EATON, BRAD A.	515		2,012.10
07/23/2016	PC	07/29/2016	21793	WILSON, TIMOTHY J.	516		2,027.44
07/23/2016	PC	07/29/2016	21794	LAVOIE, RICHARD L.	519		1,922.11
07/23/2016	PC	07/29/2016	21795	STEVENS, BRANDON C.	521		1,690.78
07/23/2016	PC	07/29/2016	21796	DRAVES, MARTIN J.	523		1,600.75
07/23/2016	PC	07/29/2016	21797	BROWN, STEPHANIE C.	524		540.95
07/23/2016	PC	07/29/2016	21798	SOMERVILLE, DAVID A.	525		991.83
07/23/2016	PC	07/29/2016	21799	ELLIOTT, PATRICK M.	600		1,961.37
07/23/2016	PC	07/29/2016	21800	SCHWARTZFISHER, JOS	603		1,264.16
07/23/2016	PC	07/29/2016	21801	BRADLEY, KELLY R.	614		1,342.43
07/23/2016	PC	07/29/2016	21802	HART II, DELBERT W.	616		1,159.50
07/23/2016	PC	07/29/2016	21803	JONES, ROBERT F.	618		1,721.09
07/23/2016	PC	07/29/2016	21804	DORAN, JUSTIN J.	621		1,702.97
07/23/2016	PC	07/29/2016	21805	MANKER JR, DAVID W.	638		508.66
07/23/2016	PC	07/29/2016	21806	MANKER SR, DAVID W.	639		751.61
07/23/2016	PC	07/29/2016	21807	BECKER, MICHAEL S.	641		664.46
07/23/2016	PC	07/29/2016	21808	SHEPARD, ZACHARY N.	656		539.52

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/23/2016	PC	07/29/2016	21809	MCGHEE, ROBERT R.	663		1,095.15
07/23/2016	PC	07/29/2016	21810	STANTS, JACOB W.	664		656.35
07/23/2016	PC	07/29/2016	21811	BLOOMER, GABRIELLE J.	665		537.89
07/23/2016	PC	07/29/2016	21812	STEWART, SAMUEL D.	668		571.94
07/23/2016	PC	07/29/2016	21813	SMITH, ALEXIS M.	669		577.18
07/23/2016	PC	07/29/2016	21814	ALDEN, CAMDEN D.	670		441.99
07/23/2016	PC	07/29/2016	21815	MUMICH, BARRY J.	671		571.94
07/23/2016	PC	07/29/2016	21816	SKROCKI, JACOB D.	672		339.01
07/23/2016	PC	07/29/2016	21817	DEYOUNG III, OLIVER A.	676		409.11
07/23/2016	PC	07/29/2016	21818	KIBLER, RYLEE A.	677		524.54
07/23/2016	PC	07/29/2016	21819	HESS, ISABEL L.	678		184.38
07/23/2016	PC	07/29/2016	21820	KIRINOVIC, THOMAS F.	700		312.79
07/23/2016	PC	07/29/2016	21821	STEBE, LAURA A.	703		41.56
07/23/2016	PC	07/29/2016	21822	BITELY, KATHERINE A.	704		438.48
07/23/2016	PC	07/29/2016	21823	MILAN, JANE E.	711		951.84
07/23/2016	PC	07/29/2016	21824	KIRINOVIC, CHANDLER E.	717		532.56
07/23/2016	PC	07/29/2016	21825	BERNIER, RACHEL M.	718		653.59
07/23/2016	PC	07/29/2016	21826	MACGILLIVRAY, RAYMO	720		604.01
07/23/2016	PC	07/29/2016	21827	SABSOOK, SARA E.	721		498.98
07/23/2016	PC	07/29/2016	21828	CRANDELL, ZACKARY R.	753		284.70
07/23/2016	PC	07/29/2016	21829	PARKER-DROST, HERO	775		430.59
07/23/2016	PC	07/29/2016	21830	HOLECHECK, JENNACA	777		584.43
07/23/2016	PC	07/29/2016	21831	BARNEVELD, VLADIMIR	789		35.24
07/23/2016	PC	07/29/2016	21832	HEID, THOMAS J.	802		1,272.04
07/23/2016	PC	07/29/2016	21833	LEESE, ALAN K.	835		427.12
07/23/2016	PC	07/29/2016	21834	GRUNCH, RONALD J.	844		245.63
07/23/2016	PC	07/29/2016	21835	DAVIS, RONALD L.	853		233.45
07/23/2016	PC	07/29/2016	21836	FAIRCHILD, GALEN W.	855		276.39
07/23/2016	PC	07/29/2016	21837	DAKROUB, JOSEPH E.	860		282.96
07/23/2016	PC	07/29/2016	21838	MASSON, DONALD J.	861		511.02
07/23/2016	PC	07/29/2016	21839	KUSINA, DENNIS W.	862		243.37
07/23/2016	PC	07/29/2016	21840	LABLANCE, MAUREEN J.	863		246.52
07/23/2016	PC	07/29/2016	21841	GLOWNEY, TRAVIS T.	865		311.28
07/23/2016	PC	07/29/2016	21842	MYER, ELIZABETH A.	900		1,653.03
07/23/2016	PC	07/29/2016	21843	VANLOO, JOSEPH G.	902		786.68
07/23/2016	PC	07/29/2016	21844	WYMAN, MATTHEW A.	927		1,006.89
07/23/2016	PC	07/29/2016	21845	SCHRADER, LOU ANN	929		637.04
07/23/2016	PC	07/29/2016	21846	BOSS, RYDER S.	932		973.60
07/23/2016	PC	07/29/2016	21847	MILLER, WILLIAM S.	933		960.02
07/23/2016	PC	07/29/2016	21848	HOUSER, JAMES F.	934		543.18
07/23/2016	PC	07/29/2016	21849	JONES, LARRY M.	1057		120.18
07/23/2016	PC	07/29/2016	21850	BEAN, PETER J.	1060		248.17
07/23/2016	PC	07/29/2016	117409	TIMMS, ROBERT N.	92		46.17
07/23/2016	PC	07/29/2016	117410	EVELEIGH, MARY J.	96		46.17
07/23/2016	PC	07/29/2016	117411	GERBER, SAMUEL A.	147		151.91
07/23/2016	PC	07/29/2016	117412	KLINGER, LUCAS D.	235		640.99
07/23/2016	PC	07/29/2016	117413	KLINGER, BRADLEY W.	244		436.52
07/23/2016	PC	07/29/2016	117414	WILLIAMS, SYDNEY K.	247		438.45
07/23/2016	PC	07/29/2016	117415	SWEM, DONALD L.	512		1,833.27
07/23/2016	PC	07/29/2016	117416	WHITLEY, ANDREW T.	522		1,664.10
07/23/2016	PC	07/29/2016	117417	MORRISON, KEVIN P.	601		1,803.77
07/23/2016	PC	07/29/2016	117418	HODGE, MICHAEL J.	606		1,301.02
07/23/2016	PC	07/29/2016	117419	JOHNSON, STEVEN P.	617		1,728.38
07/23/2016	PC	07/29/2016	117420	BISHAW, JAMES H.	633		685.74
07/23/2016	PC	07/29/2016	117421	PETERS, MEGAN M.	738		586.21
07/23/2016	PC	07/29/2016	117422	MILAN, BAC P.	740		286.93
07/23/2016	PC	07/29/2016	117423	GILL, DAVID R.	856		1,246.38

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/23/2016	PC	07/29/2016	117424	TODD, RICHARD D.	859		321.62
Grand Totals:			115				102,884.16

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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
07/23/2016	07/29/2016	117425	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	228.46
07/23/2016	07/29/2016	117426	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	166.74
07/23/2016	07/29/2016	117426	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	379.74
07/23/2016	07/29/2016	117427	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period 7/23/2	56.00
07/23/2016	07/29/2016	117428	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,286.16
07/23/2016	07/29/2016	117429	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
07/23/2016	07/29/2016	117430	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period	489.93
07/23/2016	07/29/2016	117431	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	401.83
07/23/2016	07/29/2016	117432	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period	1,960.77

Grand Totals:

95,119.63
dm

Check Number	Payee	Amount
08/02/2016		
117433	AIRGAS USA LLC	61.60
117434	ALL-PHASE ELECTRIC SUPPLY CO.	1,485.27
117435	AMERICAN WASTE INC.	50.00
117436	ANYBATTERY INC.	230.45
117437	ASPLUNDH TREE EXPERT CO	3,592.00
117438	AT YOUR SERVICE PLUS INC	230.00
117439	AVFUEL CORPORATION	86,524.98
117440	B & L SOUND INC	642.80
117441	BEAVER RESEARCH COMPANY	312.84
117442	BERG, REBECCA	122.00
117443	BLARNEY CASTLE OIL CO	720.12
117444	BOB MATHERS FORD	119.41
117445	CARLSON - DIMOND & WRIGHT INC	93.06
117446	CEBULSKI, DEVON	36.81
117447	CENTRAL LAKE ARMOR EXPRESS	55.00
117448	CHARLEVOIX AREA CHAMBER OF CO	6,700.00
117449	CHARLEVOIX COUNTY TREASURER	306.07
117450	CHARLEVOIX DISTRICT LIBRARY	129.39
117451	CHARLEVOIX GROUNDHOG SHADOW	24.00
117452	CHARLEVOIX SCREEN MASTERS INC	1,303.50
117453	CHARLEVOIX TOWNSHIP	15.23
117454	CINTAS CORPORATION #729	78.80
117455	COOK FAMILY FARMS	61.00
117456	CREMONTE, BRIAHNA	200.00
117457	CRYSTAL FLASH ENERGY	782.12
117458	DCASSESSING SERVICES	4,371.08
117459	DeROSIA, PATTY	41.00
117460	DHASELEER, CARL	76.00
117461	DITCH WITCH SALES OF MICHIGAN	224.83
117462	DOAN, GERARD	41.00
117463	DORNBOS SIGN INC.	67.65
117464	ELLIOTT, PATRICK M.	41.00
117465	ELLSWORTH FARMER'S EXCHANGE	62.78
117466	ETNA SUPPLY	3,521.09
117467	EVANS, HAL	41.00
117468	FARMER WHITE'S	75.00
117469	FASTENAL COMPANY	130.71
117470	FERGUSON & CHAMBERLAIN	715.00
117471	FISHER SCIENTIFIC	475.93
117472	FOX CHARLEVOIX	591.44
117473	GERBER HOMEMADE SWEETS	37.00
117474	GINOP SALES INC	384.26
117475	GLOBAL EQUIPMENT COMPANY	18.45
117476	GOLDING, JOYCE	41.00
117477	GORDON FOOD SERVICE	118.73
117478	GRIFFIN BEVERAGE CO	106.00
117479	GRP ENGINEERING INC.	765.04
117480	HALE, DREW M	650.00

Check Number	Payee	Amount
117481	HANKINS, SCOTT	41.00
117482	HEID, THOMAS J.	41.00
117483	HEP'S HOMEBAKED GRANOLA	27.00
117484	HEYDLAUFF, MARK L	41.00
117485	HOLIDAY COMPANIES	5,578.31
117486	HYDE SERVICES LLC	1,370.76
117487	INTERWATER FARMS INC	305.00
117488	J & B MEDICAL SUPPLY INC.	248.88
117489	KIRINOVIC, THOMAS	41.00
117490	KIWANIS CLUB OF CHARLEVOIX	39.00
117491	KLOOSTER, ALIDA K.	41.00
117492	KMart	159.51
117493	KSS ENTERPRISES	1,972.94
117494	LAKESHORE TIRE & AUTO SERVICE	424.00
117495	LOTTIE'S BAGELS	149.00
117496	MATELSKI LUMBER CO	1,583.52
117497	MAYER, SHELLEY L.	41.00
117498	McGINN, KELLY	41.00
117499	MDC CONTRACTING LLC	743.92
117500	METTLER TOLEDO INC	419.68
117501	MICHIGAN MUSHROOM MARKET LLC	91.00
117502	MICHIGAN RURAL WATER ASSN	650.00
117503	MILAN, JANE	68.91
117504	MOBLO, KAYLA	45.00
117505	MYER, ELIZABETH A.	110.99
117506	NEOFUNDS BY NEOPOST	5,010.00
117507	NORTHERN CREDIT BUREAU	432.38
117508	NORTHERN MICHIGAN REVIEW INC.	1,075.89
117509	NORTHWEST DESIGN GROUP	6,593.00
117510	OLSON BZDOK & HOWARD	3,908.20
117511	OSTLUND PEST CONTROL LLC	580.00
117512	PANOFF, ZACH	41.00
117513	PARASTAR INC.	1,586.11
117514	PERFORMANCE ENGINEERS INC	8,141.50
117515	PINE HILL NURSERY	54.00
117516	PLUMM, GERALDINE	44.78
117517	PLUNKETT & COONEY	598.36
117518	POLYDYNE INC	379.50
117519	POND HILL FARM LLC	135.00
117520	POWER LINE SUPPLY	836.20
117521	PRECISION DATA PRODUCTS	250.29
117522	PREFERRED WASTE 2 LLC	425.00
117523	PREIN & NEWHOF	45,339.36
117524	PRESTON FEATHER	355.23
117525	REHMANN-ROBSON & CO	300.00
117526	ROLOFF, ROBERT	41.00
117527	ROTARY CLUB OF CHARLEVOIX	37.50
117528	RUSSELL, JACK	800.00
117529	RUSTIC BAKER	50.00

Check Number	Payee	Amount
117530	SCHMUCKAL OIL CO	594.96
117531	SECURITY SANITATION INC.	95.00
117532	SELL, JENNIFER	55.00
117533	SHINDORF BUILDERS	615.00
117534	SHIPPY, BILL	30.00
117535	SITE PLANNING DEVELOPMENT INC	4,600.00
117536	SPARTAN DISTRIBUTORS INC	509.26
117537	SPARTAN STORES LLC	68.04
117538	SPEEDWRENCH INC.	285.00
117539	SPICER GROUP INC	877.50
117540	STANDARD ELECTRIC CO	408.95
117541	STRICKER'S OUTDOOR POWER EQUI	665.00
117542	STUART C IRBY CO	1,950.00
117543	SUPERIOR MECHANICAL	1,766.33
117544	SWEM, DONALD L.	41.00
117545	SYSTEMS SPECIALISTS INC	300.00
117546	T & R ELECTRIC	20,613.00
117547	THE ACCIDENTALS LLC	400.00
117548	THIESSEN, LINDA	100.00
117549	TIME EMERGENCY EQUIPMENT	588.75
117550	TIMMS, ROBERT	200.00
117551	TRAVERSE REPRODUCTION	198.60
117552	UP NORTH PROPERTY SERVICES LL	4,389.00
117553	UTILITY FINANCIAL SOLUTIONS	7,000.00
117554	WELLER, LINDA	41.00
117555	WORK & PLAY SHOP	231.96
117556	WURST, RANDALL W.	41.00
117557	WYMAN, MATTHEW A.	41.00
Total 08/02/2016:		254,466.51
Grand Totals:		254,466.51

Check Number	Payee	Amount
07/18/2016		
71816001	MICHIGAN PUBLIC POWER AGENCY	41,529.72
Total 07/18/2016:		41,529.72
Grand Totals:		41,529.72

Check Number	Payee	Amount
07/25/2016		
72516001	MICHIGAN PUBLIC POWER AGENCY	18,564.61
72516002	MICHIGAN PUBLIC POWER AGENCY	207,128.97
Total 07/25/2016:		225,693.58
Grand Totals:		225,693.58

Check Issue Date	Check Number	Payee	Amount
72916001			
07/29/2016	72916001	**EFTPS* Payroll Taxes	9,416.76
07/29/2016	72916001	**EFTPS* Payroll Taxes	9,416.76
07/29/2016	72916001	**EFTPS* Payroll Taxes	2,202.35
07/29/2016	72916001	**EFTPS* Payroll Taxes	2,202.35
07/29/2016	72916001	**EFTPS* Payroll Taxes	14,531.06
Total 72916001:			
	5		37,769.28
72916002			
07/29/2016	72916002	Alerus Financial	420.00
Total 72916002:			
	1		420.00
72916003			
07/29/2016	72916003	STATE OF MICHIGAN	5,489.59
Total 72916003:			
	1		5,489.59
72916004			
07/29/2016	72916004	Vantagepoint - 401 Plan 109153	699.94
Total 72916004:			
	1		699.94
72916005			
07/29/2016	72916005	Vantagepoint - 457 Plan 300959	4,840.03
07/29/2016	72916005	Vantagepoint - 457 Plan 300959	565.41
07/29/2016	72916005	Vantagepoint - 457 Plan 300959	1,705.11
07/29/2016	72916005	Vantagepoint - 457 Plan 300959	5,663.35
Total 72916005:			
	4		12,773.90
72916006			
07/29/2016	72916006	Vantagepoint - Roth IRA 706117	721.53
Total 72916006:			
	1		721.53
Grand Totals:			
	13		57,874.24

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Check Number	Payee	Amount
07/29/2016		
72916007	MERS	43,022.52
Total 07/29/2016:		43,022.52
Grand Totals:		43,022.52

Check Number	Payee	Amount
07/21/2016		
2744	CITY OF CHARLEVOIX - TAXES DUE	21,185.94
Total 07/21/2016:		21,185.94
Grand Totals:		21,185.94

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

**CHARLEVOIX CITY COUNCIL
CONSENT AGENDA ITEM**

AGENDA ITEM TITLE: 2016 MERS Annual Conference Officer Delegate Appointment

DATE: August 1, 2016

PRESENTED BY: Consent Agenda

ATTACHMENTS: 2016 Officer and Employee Delegate Certification Form

BACKGROUND INFORMATION:

City employees are represented at the Michigan Employees Retirement System (MERS) annual meeting by an elected, non supervisory employee and an officer delegate. The City Council needs to appoint an officer delegate to represent the City at the Annual MERS Conference being held at the Grand Traverse Resort on September 28 and 29, 2016.

City employees who participate in MERS have elected Brandon Stevens as their employee delegate and Kelly Bradley as the alternate.

RECOMMENDATION:

Approve the Certification Form presented to appoint Alida Klooster as the officer delegate and Kelly McGinn as the alternate officer delegate.

2016 Officer and Employee Delegate Certification Form

MERS 70th Annual Conference | September 28-29, 2016 | Grand Traverse Resort, Acme, MI

Please print clearly • Retain a copy for your records

IMPORTANT: A **voting delegate** registered to attend the **MERS Annual Conference** is **NOT** confirmed to have voting rights until this form has been received by MERS.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

If you are not attending MERS Annual Conference, you do not need to submit this form.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Alida Klooster

Officer Alternate name

Kelly McGinn

Officer delegate and alternate listed above were appointed to serve at the 2016 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on August 1, _____, 2016.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Brandon Stevens

Employee Alternate name

Kelly Bradley

Employee delegate and alternate listed above were elected to serve at the 2016 MERS Annual Conference by secret ballot election conducted by an authorized officer on July 13, _____, 2016.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court, and municipality number provided in space at the bottom of certification box.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address	
City of Charlevoix	1505	pattyd@cityofcharlevoix.org	
Employer address	Employer city	Employer state	Employer zip code
210 State Street	Charlevoix	MI	49720
Signature of authorized authority*	Printed name		
	Mark Heydlauff		
Title of authorized authority*	Date		
Charlevoix City Manager			

* Required field

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Liquor License Application: Cherry Republic, Inc.

DATE: August 1, 2016

PRESENTED BY: Mark Heydlauff, City Manager

ATTACHMENTS: 1. Liquor License Application
2. Resolution 2016-08-01 Local Government Liquor License Approval

BACKGROUND INFORMATION:

Cherry Republic, Inc. is seeking support from City Council to obtain a Micro Brewer liquor license for their business located at 221 Bridge Street. Refer to Cherry Republic's attached application for further details.

In 2000, the Charlevoix City Council adopted Chapter 77, Liquor Licenses outlining the application process for a new license, or for the transfer of an existing license.

Council's evaluation of the liquor license should consider the following factors:

1. Whether the applicant, or if a partnership or corporation any member of the partnership or corporation, has been denied a license in the past seven (7) years and the reasons for the denial.
2. Whether the application is complete and contains all of the information required by this ordinance.
3. Whether the application shows compliance with applicable city ordinances regarding off-street parking, lighting, refuse disposal facilities and landscaping/screening and, additionally, noise control.
4. The impact of the proposed license and associated business on the occupants and owners of adjoining properties.
5. Whether the proposed license and associated business will adversely affect traffic safety.
6. Accessibility to the sight from abutting roads.
7. The distance from public or private schools for minors.
8. Whether the business will cause noise which would so that public or private land will be adversely affected.

Requirements for license – new and/or transfer. Regardless of the City Council's evaluation of the above factors, no license shall be issued under the following conditions:

1. A person whose license, under this Ordinance, has been revoked for cause. **NOT APPLICABLE.**

2. A person who, at the time of the application or renewal of any license issued hereunder would not be eligible for such license upon a first application. **NOT APPLICABLE.**
3. A person who does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is issued, or to a person, corporation or co-partnership that does not have sufficient financial assets to carry on or maintain the business. **NOT APPLICABLE.**
4. A person on whose premises there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations, or any other applicable city ordinance. **No known violations.**
5. A person whose application proposes a use which would be in violation of any city zoning or police power ordinance, or state or federal law. **INTERIM PLANNER PANOFF HAS REVIEWED AND HAS NO CONCERNS.**
6. A person in situations where there are delinquent unpaid real estate taxes and/or personal property taxes relating to the real estate or business which has been used, is used or will be used in conjunction with the license. **TREASURER MCGINN HAS REVIEWED AND HAS NO CONCERNS.**
7. A person where it is determined by a majority of the city council that the premises for which the license has been requested do not or will not within six (6) months after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise, or nuisance control or where a nuisance does or will exist. **INTERIM PLANNER PANOFF HAS REVIEWED AND HAS NO CONCERNS.**
8. A person whose licensing activity will expand or intensify a non-conforming use under the city zoning ordinance. **INTERIM PLANNER PANOFF HAS REVIEWED AND HAS NO CONCERNS.**

RECOMMENDATION:

Council must choose whether or not to hold a public hearing. There are two possible motions:

Motion to set a public hearing for Monday, August 15 at 7:00 p.m. for the purpose of considering a resolution to approve/disapprove Cherry Republic, Inc. for Local Government Approval of a Micro Brewer Liquor License.

OR

Motion to approve (or disapprove) Resolution 2016-08-01, Local Government Liquor License Approval of a Micro Brewer Liquor License for Cherry Republic, Inc.

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-08-01
MICHIGAN LIQUOR CONTROL COMMISSION
LOCAL GOVERNMENT LIQUOR LICENSE APPROVAL
(Authorized by MCL 436.1501)

At a regular meeting of the City of Charlevoix City Council called to order by Mayor Gabe Campbell, on August 1, 2016 at 7:00 p.m., the following resolution was offered:

Moved by Councilmember xxx and supported by Councilmember xxx that the application from Cherry Republic, Inc. for the following license(s): Micro Brewer, to be located at 221 Bridge Street, Charlevoix, MI 49720

be considered for approval by the Michigan Liquor Control Commission.

RESOLVED this 1st day August, 2016 A.D.

Yeas:

Nays:

Absent:

CITY OF CHARLEVOIX

Liquor License Application

You MUST answer all questions and include all attachments or this application will be returned to you. Bring or mail this application to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to the Michigan Liquor Control Code of 1998 being Public Act 1998 No. 58 (MCL 436.1101, et seq), and the City of Charlevoix Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

I. APPLICANT INFORMATION (if more than one applicant, please attach separate sheet):

Name of individual or business entity: Cherry Republic, Inc.

- A. If the business entity is a partnership or a limited liability company provide the name of person or persons entitled to share in the profits of the partnership or limited liability company (attach separate sheets if needed):

Robert Sutherland Todd Ciolek

- B. If the business entity is a corporation, provide the names and addresses of the officers and directors of the corporation (attach separate sheets if needed):

Robert Sutherland Todd Ciolek

5710 S. Pine, St. 6263 Lakewood, Dr.

Glen Arbor, MI 49636 Glen Arbor, MI 49636

If a majority interest in the stock of such corporation is held by one person or one person's nominee, please provide the name and address of such person:

Robert Sutherland, 85%

II. CITIZENSHIP

Provide proof of the citizenship of the applicant and all persons listed in Paragraph I, above. Attach copy of current passport OR attach copies of two forms of identification, such as Driver's License, State ID, or Social Security card.

If the applicant or any of the parties listed in Paragraph I above is/are a naturalized citizen of the United States, please provide the date(s) and place(s) of where citizenship was received.

Will be provided as soon as possible

III. ATTACHMENTS

All of the following attachments **MUST** be included. Label each attachment as shown.

- ✓ A. Character of the proposed business including a description of services to be provided to patrons and the manner in which intoxicating liquor will be sold.
- ✓ B. The length of time the applicant has been in the business of selling intoxicating liquor, either in a retail business or in a tavern or restaurant establishment.
- C. A statement including a map showing a location of the premises or place of business which is to be operated under the liquor license, including:
 - ✓ (i) Street address and, if applicable, post office box number;
 - ✓ (ii) A legal description of the premises or place of business including the applicant's ownership interest in the premises and business, and the zoning district in which the premises or place of business is located;
 - ✓ (iii) A statement as to whether the applicant will offer entertainment at the licensed premise or place of business, and a description of the kind(s) of entertainment to be offered. This statement must address whether any entertainment will include public nudity. If the applicant is a corporation, attach the corporation's Articles of Incorporation, state in which incorporated, and proof of the date such a corporation was approved by the incorporating state.
- ✓ D. A copy of the building and site plan showing the entire structure and premises, specifically the areas within the building or structure where the license is to be utilized. Such site plan should demonstrate adequate off-street parking, lighting, refuse disposal facilities and plans, if any, for screening and noise control. A copy of a development plan which has previously been approved by the City is acceptable.
- E. All copies of financial information and documents provided to the Michigan Liquor Control Commission regarding financial responsibility.
- ✓ F. Please state whether the applicant has made an application for a similar liquor license on any premises other than the one described in this application and the disposition of that application.

IV. CONVICTION AND DISQUALIFICATION

Applicant certifies that the applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of any corporation or partnership listed in this application certifies applicant and all listed individuals listed on this application have never been convicted of a felony and that applicant and other individuals listed in this application are not disqualified and have never been disqualified to receive a license by reason of any matter or thing contained in this ordinance or in the laws of the State of Michigan.

V. STATEMENT OF GOOD FAITH

Applicant certifies that applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of the corporation and/or partnership listed in this application states that applicant and all named individuals listed in Paragraph I will not violate any of the laws of the State of Michigan or the United States or any ordinances of the City of Charlevoix in the conduct of the business.

VI. AFFIDAVIT AND PERMISSION FOR CITY, COUNTY AND STATE OFFICIALS TO ENTER THE PROPERTY FOR INSPECTIONS:

I agree the statements made above are true, and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations in the Michigan Liquor Control Code of 1998 and the Charlevoix City Code. Further, I agree to give permission for officials of the City of Charlevoix, Charlevoix County, and the State of Michigan to enter the property and any structures thereon where the licensed premises is located for purposes of inspection during normal business hours. Further, I understand that this is only a liquor license application and that such license conveys certain rights under the Charlevoix City Code and the Michigan Liquor Control Code, being Public Act 1998 No. 58, MCL 436.1101 et seq, and does not include any representation or conveyance of rights in any other statute, zoning under the City of Charlevoix's Code, or other property rights.

Finally, even if this liquor license is approved, I understand the City of Charlevoix Code and state statutes change from time to time. Therefore, I hereby acknowledge that any approval of this liquor license is subject to any change in the Charlevoix City Code or state statute as authorized by law.

Applicant's Signature: Mark J Benzjed Date: 7/1/16

For office use only

Reviewer's action: Total fee: \$ 100 -- Check # 11578 Date received: 7-13-16

This matter was: Approved / Denied by action of the City Council on _____

Signature: _____

Title: _____



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Manufacturer & Wholesaler License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Cherry Republic, Inc.		
Address to be licensed: 154 E. Front St.		
City: Traverse City	Zip Code: 49684	
City/township/village where license will be issued: Traverse City		County: Grand Traverse County
Federal Employer Identification Number (FEIN): 38-2933781		

Leave Blank - MLCC Use Only

- | | |
|--|---|
| 1. Are you requesting a new license? | ☒ Yes ☐ No |
| 2. Are you applying ONLY for a new permit or permission? | ☐ Yes ☐ No |
| 3. Are you buying an existing license? | ☐ Yes ☒ No |
| 4. Are you adding space to or dropping space from the licensed premises? | ☐ Yes ☒ No |
| 5. Are you transferring the location of an existing license? | ☐ Yes ☒ No |
| 6. Is this license being transferred as the result of a default or court action? | ☐ Yes ☒ No |
| 7. Do you intend to use this license actively? | ☒ Yes ☐ No |

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$70.00	License & Permit Fees:		TOTAL FEES:	\$70.00
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Schedule A - Licenses, Permits, & Permissions

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

License Type:	Base Fee:	Fee Code MLCC Use Only
☐ Brewer	\$50.00	
☒ Micro Brewer (Under 60,000 barrels annually)	\$50.00	4038
☐ Wine Maker	\$100.00	
☐ Small Wine Maker (Under 50,000 gallons annually)	\$25.00	
☐ Winery Tasting Room	\$100.00	
☐ Spirit Tasting Room	\$100.00	
☐ Brandy Tasting Room	\$100.00	
☐ Manufacturer of Brandy	\$100.00	
☐ Manufacturer of Mixed Spirit Drink	\$100.00	
☐ Manufacturer of Spirits	\$1,000.00	
☐ Small Distiller (Under 60,000 gallons annually)	\$100.00	
☐ Outstate Seller of Beer	\$1,000.00	
☐ Outstate Seller of Wine	\$300.00	
☐ Outstate Seller of Mixed Spirit Drink	\$300.00	
☐ Wholesaler	\$300.00	
For delivery vehicle decal fees please use <u>Report of Delivery Vehicles form (LCC-351)</u> .		
☐ Warehouser	\$50.00	
☐ Industrial Manufacturer	\$10.00	
☐ Seller of Alcohol	\$10.00	
☐ Limited Alcohol Buyer	\$10.00	
☐ Consumer Sampling Event License	\$70.00	

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Permits:	Base Fee:	Fee Code MLCC Use Only
☒ Sunday Sales Permit (AM)	\$160.00	4033
☒ Sunday Sales Permit (PM)	15%**	
☐ Catering Permit	\$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☐ Outdoor Service	No Charge	
☐ Entertainment Permit	No Charge	
☐ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below): Days/Hours requested: _____		
☐ Extended Hours Permit (check type below): No Charge ☐ Dance ☐ Entertainment Days/Hours requested: _____		
☐ Off-premise Storage	No charge	
☐ Direct Connection(s)	No charge	

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): \$70.00

Total License Fee(s): \$50.00

Total Permit Fee(s): \$160.00

TOTAL FEES DUE: **\$280.00**

Make checks payable to **State of Michigan**

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

Applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Cherry Republic, Inc.		
Home address: 6026 S. Lake St.		
City: Glen Arbor	State: MI	Zip Code: 49636
Business Phone: 231-344-3150	Cell Phone: ()	Email: ed@cherryrepublic.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ☒ Yes ☐ No		
BID 14677, BID 196752, BID 23562, BID 227353		
Do you hold more than 10% interest in the applicant entity? ☐ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, pursuant to administrative rule R 436.1115 you must submit fingerprints and undergo an investigation by the MLCC. An applicant that has been fingerprinted previously for a license issued by the MLCC does not need to submit a new set of fingerprints. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? ☐ Yes ☐ No			
Have you ever legally changed your name? ☐ Yes ☐ No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☐ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☐ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☐ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☐ No			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☐ No			
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Michigan Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Todd Clolek, Chief Operating Officer

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Robert Sutherland			
Home address: 5710 S. Pine St.			
City: Glen Arbor		State: MI	Zip Code: 49636
Business Phone: 231-344-3150	Cell Phone:	Email: bob@cherryrepublic.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": BID 14677, BID 196752, BID 23562, BID 227353			
Do you hold more than 10% interest in the applicant entity? ☒ Yes ☐ No			
If you answered "no" to the first question and "yes" to the second question, pursuant to administrative rule R 436.1115 you must submit fingerprints and undergo an investigation by the MLCC. An applicant that has been fingerprinted previously for a license issued by the MLCC does not need to submit a new set of fingerprints. Please see the attached Instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.			

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? ☒ Yes ☐ No			
Have you ever legally changed your name? ☐ Yes ☒ No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Stephanie Brooke Sutherland			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):			
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Robert R. Sutherland, President

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

Applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Todd Ciolek		
Home address: 6263 Lakewood Dr.		
City: Glen Arbor	State: MI	Zip Code: 49636
Business Phone: 231-344-3150	Cell Phone: [REDACTED]	Email: todd@cherryrepublic
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": BID 14677, BID 196752, BID 23562, BID 227353		
Do you hold more than 10% interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, pursuant to administrative rule R 436.1115 you must submit fingerprints and undergo an investigation by the MLCC. An applicant that has been fingerprinted previously for a license issued by the MLCC does not need to submit a new set of fingerprints. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

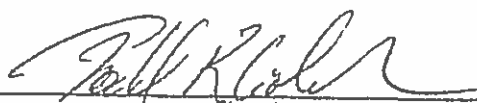
Part 5b - Personal Information (Individuals)

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		☒ Yes ☐ No
Have you ever legally changed your name?		☐ Yes ☒ No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Kelly Michelle Ciolek		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Michigan Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Todd Ciolek, Chief Operating Officer
Print Name


Signature

3/21/16
Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☐ Mail	☒ Email	☐ Fax	
Contact name: Jason Homa	Relationship: Project Manager				
Mailing address: 6026 S. Lake Street, Glen Arbor, MI 49636					
Phone: 231-633-3302	Fax number:	Email: jason@cherryrepublic.com			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Mark J. Burzych, Fahey Schultz Burzych Rhodes PLC		Member Number: P-43793
Attorney address: 4151 Okemos Road, Okemos, MI 48864		
Phone: 517-381-3159	Fax number: 517-381-3172	Email: mburzych@fsbrlaw.com
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Todd Ciolek, Chief Operating Officer		3/21/16
Print Name of Applicant & Title	Signature of Applicant	Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202

A. Character of proposed business:

The brewery premises building consists of the ground floor level of the building as more particularly outlined in the attached floor plan. There is one entrance at the front of the building. There are approximately five windows along the exterior of the building. The brewing and storage areas are located at the back of the building next to the stock room and kitchen area. The tavern area will consist of the space located south of the line demarcating the entryways to the storage area and stock room and kitchen area on the attached floor plan. Subject to the limitations provided below, the public has access to the tavern area. The public does not have access to the brewing area, storage area, or the stock room and kitchen area. The public also does not have access to the areas behind the tasting bar or customer check-out counter. The brewing area is secured by a locked door. There is an additional locked door preventing public access to the storage area that leads to the brewing area. Applicant will use a measuring sight to measure beer for the purpose of tax determination. Applicant will use a Zymatic PicoBrew machine to brew its beer. Lots 6 & 7 of Hills Subdivision, being part of Lots 12, 13 and 14 of Block 6 of the original Plat of the City of Charlevoix. Security at the brewing premises consists of locked doors. After beer is brewed in the Zymatic Picobrew machine, it will be transferred into kegs. Once a keg is filled, it will either be stored in the 8'x6' room as shown in Applicant's diagram or transported to the tavern area for consumption. At the tavern area, beer will be served from the keg and sold by the glass or in growlers.

B. Length of time Applicant has been in business:

Since March of 1995 – 21 years

C. A statement including map showing location of the premises:

Please see attached Lease.
Please see attached Floor Plan
Please see attached Map

D. Site Plan

E. Financial Responsibility – The MLCC has not yet requested Proof of Financial Responsibility. This information will be provided as soon as it becomes available.

F. Similar liquor license applications currently pending for the following locations:

1. Cherry Republic
6026 S. Lake St.
Glen Arbor, MI 49636
2. Cherry Republic
154 E. Front St.
Traverse City, MI 49684
3. Cherry Republic
233 S. Main St.
Ann Arbor, MI 48104

- A statement as to whether the applicant will offer entertainment at the licensed premise or place of business, and a description of the kind(s) of entertainment to be offered. This statement must address whether any entertainment will include public nudity.

Cherry Republic does not plan to offer entertainment. Cherry Republic does not plan to offer entertainment that includes public nudity.

COMMERCIAL LEASE

THIS LEASE AGREEMENT made and entered into this 1st day of January, 2014 by and between TRADEMARK PROPERTIES, LLC, a Michigan limited liability company, of 4053 old U.S. Highway 31 South, Charlevoix Michigan hereinafter referred to as "LANDLORD" and CHERRY REPUBLIC, INC, a Michigan corporation, of 6026 S. Lake Street, Glen Arbor, Michigan, hereinafter referred to as "TENANT".

RECITALS

- A. Landlord warrants and represents that Landlord is the fee title holder of certain real property situated in the City of Charlevoix, Charlevoix County, Michigan, described as:

Lots 6 & 7 of Hills Subdivision, being part of Lots 12, 13 and 14 of Block 6 of the original Plat of the City Charlevoix (hereinafter referred to as the "Real Estate").

- B. Landlord and Tenant wish to effect an agreement whereby Landlord shall lease onto Tenant the Bridge Street, ground floor level of the building located on the Real Estate, said ground floor level being sometimes commonly known as 221 Bridge Street, Charlevoix, Michigan (hereinafter referred to as the Leasehold Realty").

NOW, THEREFORE, in consideration of the above recitals, together with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant mutually and expressly agree as follows:

1. PREMISES AND TERM. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Leasehold Realty, for an initial five (5) year term, commencing on the 1st day of January, 2014 and terminating on the 31st day of December, 2018 ("Initial Term"). Tenant may thereafter extend the term of this lease upon the same terms and conditions otherwise set forth herein, provided Tenant is not then in default hereunder and Tenant delivers written notice stating its intent to Landlord, on or before 120 days prior to the expiration of the Initial Term, to extend for a five (5) year renewal term, commence on the 1st day of January, 2019 ("Renewal Term"). In the event that Tenant exercises its right to extend under this paragraph, upon giving the notice of such intent, as stated above, Tenant agrees, in good faith, to review Tenant's sales and lease comparisons to Tenant's other retail locations, and, in good faith, to enter into discussions with Landlord to consider a rent increase for the five (5) year extension. In the event that Tenant, does not feel that sales and lease comparisons justify a greater increase or, if Tenant and Landlord, both negotiating in good faith, are unable to agree upon a specific rental increase, both parties agree that the rent increase for the elected Renewal Term shall have the rent increased by \$100.00 per month, for the first two years of the renewal term, by another \$100.00 per month for the next two years, and an additional \$100.00 per month for the final year. 2. BASIC RENT. Tenant agrees to pay to Landlord as rent for the leasehold Realty, the sums set forth below ("Basic Rent"), together with those items identified in this Lease as "Additional Rent" which are payable by Tenant to Landlord.

<u>Year of leasehold</u>	<u>Initial Term</u>	<u>Monthly ("Basic") Rent</u>
January 1 st , 2014 - December 31 st , 2015	2 years	\$2,686.42
January 1 st , 2016 - December 31 st , 2017	2 years	\$2,786.42
January 1 st , 2018 - December 31 st , 2018	1 year	\$2,886.42

Together with such "Additional Rent" which, as provided for, below, in this Lease, shall be payable in advance on the 1st day of each month, commencing January 1, 2014 and continuing on the 1st day of each successive month thereafter throughout the initial term and any renewal term. All payments of Basic Rent and/or Additional Rent, shall be made at Landlord's address appearing above, or at such place as the Landlord shall designate in writing from time to time. In the event that any monthly rental installment is not paid within ten (10) days from the date the same is due, Tenant shall be obligated to pay to Landlord a late charge of One Hundred (\$100.00) Dollars in addition thereto.

3. ADDITIONAL RENT-UTILITY CHARGES, ETC. Landlord and Tenant agree that all utility charges for the Leasehold Realty shall be separately metered and that Tenant shall assume responsibility of payment of the same. Tenant shall contract to have such utilities in Tenant's name. This provision applies to all utilities other than water and sewer, and Tenant agrees to pay the same when and as said charges become due, including, without limitation, charges for heat, electricity and natural gas, fuel oil or other utilities necessary to heat or air condition the Leasehold Realty.

Tenant shall also pay to Landlord, as additional rent, 75% of the total charges assessed to the Real Estate for water and sewer services, which sums shall be paid in equal estimated monthly installments concurrent with the payment of Basic Rent. Said estimated installments shall initially equal \$69.75 per month, representing Landlord's costs, for the year prior to the initial term. Said monthly installments shall be adjusted annually, as of the anniversary date, to reflect a current estimate of Tenant's monthly obligations therefore, based upon the preceding year, at which time Landlord shall provide written proof of the water and sewer services for the preceding twelve (12) months and, to the extent Tenant may have paid more in estimated monthly installments, than seventy-five (75%) percent of the Landlord's obligations for the preceding twelve (12) months, Tenant shall be granted a credit against future rent obligations under the lease in the amount of such overpayment or, if Tenant shall have paid less than seventy-five (75%) percent of Landlord's paid obligations for the preceding twelve (12) months, Tenant shall be assessed an additional charge in the amount that the estimated installments were less than Landlord's actual paid obligations for same. Landlord shall retain responsibility for all actual payments of water and sewer services, to the provider.

Tenant shall be responsible for all refuse removal costs for the Trademark Properties building, including the Landlord's refuse and cardboard recycling, and accommodate any further requests by Landlord to facilitate economical and efficient removal of refuse.

4. ADDITIONAL RENT-HAZARD INSURANCE AND TAXES. Tenant shall pay to Landlord, as additional rent, 75% of the total charges assessed to the Real Estate for real property taxes and real estate hazard insurance procured by Landlord (including loss of rent and boiler coverage), which sums shall be paid in equal estimated monthly installments concurrent with the payment of Basic Rent. Said estimated installments shall initially equal \$1,043.83 per month, with \$856.78 thereof being attributable to the estimated real property taxes and \$187.05 thereof being attributable to the estimated hazard insurance premium. Said initial estimated installments shall be based upon Landlord's actual expenses for the preceding calendar year. Said monthly installments shall be adjusted annually to reflect a new estimate of Tenant's monthly obligations thereof, based upon Landlord's actual costs for the preceding calendar year, at which time

Landlord shall provide written proof of the hazard insurance and tax costs for the preceding twelve (12) months and, to the extent Tenant may have paid more in estimated monthly installments, than seventy-five (75%) percent of the Landlord's obligations therefore for the preceding twelve (12) months, Tenant shall be granted a credit against future rent obligations under the Lease in the amount of such overpayment or, if Tenant shall have paid less than seventy-five (75%) percent of Landlord's paid obligations for hazard insurance and taxes for the preceding twelve (12) months, Tenant shall be assessed an additional charge in the amount that the estimated installments were less than Landlord's actual paid obligations for same. Landlord shall retain responsibility for all actual payments of taxes and real estate hazard insurance.

Tenant shall pay any and all personal property and other taxes attributable to its own business operation and occupancy. Tenant shall not be responsible for personal property and other taxes attributable to business operations and/or occupancy of other portions of the real estate by Landlord or others.

5. Additional Rent - LIABILITY INSURANCE. Tenant shall indemnify and hold Landlord harmless from any liability for damages to any person or property in, on or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, invitees, or other Tenants of the Real Estate and Tenant agrees that it will at all times during the term hereof, carry and maintain, for the mutual benefit of Landlord and Tenant, naming Landlord and Tenant as insured parties, as their interests may appear, general public liability insurance against claims for personal injury, including death and property damage on or about the Leasehold Realty or in, on or about the streets, sidewalks or premises adjacent to the Leasehold Realty. Such insurance shall afford protection to the limit of not less than \$1,000,000.00 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death, and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies.

In the case of any action or proceeding commenced against Landlord, subject to Tenant's obligations of indemnity and to hold harmless, as set forth above, Landlord may give written notice of same to Tenant and thereafter Tenant shall assume and defend such action or proceeding, and save and keep the Landlord harmless from all expenses, counsel fees, costs, liabilities, judgments and executions subject to Tenant's obligations of indemnity and to hold harmless, as set forth above. All policies of insurance shall be written with reputable companies, reasonably satisfactory to Landlord, authorized to do business in the State of Michigan. Such policies shall be delivered to the Landlord endorsed "Premium Paid" by the company or agency issuing the same or accompanied by other evidence satisfactory to the Landlord that the premiums thereon have been paid, not less than thirty (30) days prior to the expiration of any then current policy.

6. ADDITIONAL RENT - MAINTENANCE AND REPAIRS. Landlord agrees to keep in good order and repair the roof, basement, stairwells and all outer walls of the building located upon the Real Estate. Landlord shall not be obligated for repair off the doors, door frames, window glass, window cases, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachments thereto or attachments to said building used in connection therewith, unless Landlord is entitled to recovery for such expense pursuant to Landlord's hazard insurance policy. To the extent that Landlord is entitled

to recover such expense, the same shall be Landlord's responsibility for repair, maintenance and/or replacement. In the event that replacement is required to provide functional service to the Leasehold Property, both Tenant and Landlord agree to pay for one half (1/2) of the cost to replace the furnace, air conditioning unit and/or hot water heater. Landlord agrees to pay for one half cost to replace same in the event that such replacement is required to provide functional service to the Leasehold Realty.

Except to the limited extent specifically provided above, Tenant covenants and agrees that Tenant shall, throughout the term of this Lease and for any extension, and at Tenant's sole cost and expense, take proper care of the Leasehold Realty, including the interior of the Leasehold Premises, doors, doorframes, window glass, window cases, window frames, windows, or any of the appliances or appurtenances to said doors or window casings, window frames, and windows, or any attachments there or attachments to the buildings and improvements now or at any time erected thereon, together with all equipment, mechanical systems, fixtures, motors and machinery thereof of the Leasehold Realty. Tenant shall keep the same in good order and condition and shall promptly, at Tenant's sole cost and expense, make all necessary repairs to the same. Except as limited herein, the term "repairs" shall include replacements, when necessary, of plate glass windows and doors, and all repairs made by Tenant shall be reasonably comparable in quality and class to original fixtures and equipment. Landlord shall otherwise have no obligation for repairs within the Leasehold Realty. Tenant's obligation for replacement of any items shall be predicated on Tenant having at least one (1) year or more remaining in its tenancy.

The Tenant shall, at Tenant's sole expense, keep and maintain all portions of the Leasehold Realty in an orderly condition free of accumulation of dirt and rubbish, and shall further keep and maintain all sidewalks adjoining the Bridge Street facade of the Real Estate, and all sidewalks adjoining the northwest entrance to the Real Estate free of snow and ice and unreasonable accumulations of dirt or rubbish, to the extent that such services are not provided by the municipality.

7. ADDITIONAL RENT COSTS OF LANDLORD. If Tenant shall fail to comply with any terms and conditions of this Lease, after written notice of such failure by Landlord, and a failure to cure any such failure within thirty (30) days, Tenant shall pay to Landlord any and all payments or expenditures made by Landlord with respect to obligations which Tenant failed to fulfill under the terms of this Lease, after written notice and failure to cure as set forth above, together with any itemized damages, costs and expenses which Landlord may suffer or incur by reason of any default by any such failure of Tenant hereunder.

To the extent that any action shall be commenced by either Landlord or Tenant relative to the obligations of the other under this Lease, the prevailing party shall be entitled to payment of its costs and actual attorney fees by the other party.

8. RIGHT-OF-FIRST REFUSAL. Tenant shall, during the Initial term of this Lease, and during the Renewal Term hereof, if any, have a right-of-first refusal where under Tenant shall possess the right to meet the terms of any bona-fide written offer to purchase the Real Estate. In the event that Landlord shall receive a bona fide written offer to purchase the Real Estate during the Initial Term or the Renewal Term, if any, and if Landlord wishes to accept such offer, Landlord shall send to Tenant a copy of the offer and shall notify Tenant of its intention to accept the same. Tenant shall then have the right, for a period of thirty (30) days, to agree, in

writing, to the terms of such offer, based upon the purchase price and all other terms specified herein. If Tenant fails to so agree to the terms of such offer within said time period, Landlord may thereafter sell the Real Estate to such offeror, provided that the sale is on all terms and conditions and for the price set forth in such offer.

In the event that Tenant so agrees to the terms of such offer within the aforesaid time period, Landlord and Tenant shall be obligated to consummate the sale of the Real Estate based upon such terms and conditions.

Tenant's right-of-first refusal shall be of no legal force or effect during any period in which Tenant is in default under the terms of this Lease. In the event that Tenant's rights under this Lease shall be properly forfeited, terminated or otherwise permanently extinguished, Tenant's right-of-first refusal, as provided herein, shall concurrently and automatically be deemed to have been forfeited, terminated and permanently extinguished.

9. ASSIGNMENT OR SUBLETTING. Tenant shall not assign or sublet this Lease or any part of the Leasehold Realty, to any other persons or entities, without the prior written consent of Landlord. Landlord shall not, however, unreasonably withhold consent to such a proposed assignment or sublease to a party who agrees to use the Leasehold Realty in accordance with the uses herein agreed. No sublease or assignment made by Tenant, even though consented to by Landlord, shall in any manner diminish the liability or obligations of Tenant to Landlord under the terms of this Lease, and such liability and obligations shall continue as if no sublease or assignment had been made.

10. USE AND OCCUPANCY. It is understood and agreed between Landlord and Tenant that the Leasehold Realty during the continuance of this Lease shall be used and occupied exclusively for retail sales and related services. *Tenant agrees that at no time will they be allowed to install and/or use deep fryers, high temperature ovens or cooking grills on the premises.* Tenant agrees that it will comply with, and not use or permit any person to use the Leasehold Realty or any part thereof for any use or purpose(s) in violation of the laws, ordinances, regulations of the United States, the State of Michigan, or the City of Charlevoix, or of any other lawful authorities having proper jurisdiction, or of any existing building and use restrictions encumbering the Real Estate. Tenant will keep the Leasehold Realty, as provided in paragraph 6, in a clean and wholesome condition and generally will comply with all applicable and lawful health and police regulations.

Tenant shall not unreasonably interfere with the quiet enjoyment of other occupants of the Real Estate. It is expressly understood that the Leasehold Realty and its use, as a retail sales and service business, complying with all applicable laws and regulations, does not interfere with the quiet enjoyment of other occupants.

Whenever this Agreement shall be terminated, as provided herein, Tenant will yield and deliver up the Leasehold Realty including the building, improvements, fixtures and equipment located thereon and therein contained, peaceably, to Landlord in as good repair and condition as when taken by Tenant, except for reasonable and normal wear and tear.

11. DAMAGE TO OR DESTRUCTION OF REAL ESTATE. In the event that the Leasehold Realty is damaged or destroyed, in whole or in part, by fire or other casualty during the term hereof, or any extension, and the structure thereon is destroyed to the extent of more than one half (1/2) of its

value, the Landlord may, at its option, terminate this Lease by written notice to the Tenant. Likewise, in such event, the Tenant, at its option, may terminate this Lease by written notice to the Landlord.

In the event that the Leasehold Realty is damaged or destroyed by fire or other casualty during the term hereof, to the extent of less than one half of the value of the structures, the Landlord will repair and restore the same to good, tenantable condition as soon as practicable and, in any event, in no less than ninety (90) days. In the event that such repairs are not accomplished within ninety (90) days, Tenant may have the option to terminate the Lease.

In the event that the Landlord undertakes to repair and restore the Leasehold Realty to good tenantable condition, and neither party has exercised its option to terminate the Lease, in the event of the inability of the Tenant to utilize at least fifty (50%) percent of the Leasehold Realty, and/or at least fifty (50%) percent of the storefront portion of the Leasehold Realty, the rental herein provided shall abate entire during the period of time for repair and restoration. In the event of the Landlord's undertaking to repair and restore the Leasehold Realty when less than fifty (50%) percent of the Leasehold Realty and less than fifty (50%) percent of the storefront portion of the Leasehold Realty is rendered untenable, the rent provided herein shall abate pro rata for the portion rendered untenable, until the same shall be restored to a tenantable condition. If the Tenant shall fail to remove damaged goods, wares, equipment or property within a reasonable time after fire or other casualty, and, as a result thereof, the repair and/or restoration is delayed, rent shall not abate during the period of such delay. Before Landlord may invoke this cause of no abatement because of Tenant's delay, Tenant shall be afforded a period of twenty (20) days after written notice from the Landlord to remove damaged goods, wares, equipment or property in order to facilitate Landlord's repairs. There shall be no abatement of rental if such fire or other cause damaging or destroying the Leasehold Realty shall result from the negligence or willful act of the Tenant, its agents or employees. Under no circumstances shall repairs or replacements due to fire or other casualty be considered maintenance or repairs which are the responsibility of Tenant under paragraph 6, above.

12. EMINENT DOMAIN.

a. If the whole of the Leasehold Realty shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceedings and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

b. If a part of the Leasehold Realty shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leasehold Realty unsuitable for business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination.

c. In the event of the partial taking or condemnation which is not extensive enough to render the Leasehold Realty unsuitable for the business of the Tenant, the Landlord shall, after such taking has been completed, promptly proceed to restore, at Landlord's cost and expense, the Leasehold Realty to a condition comparable to its condition at the time of such condemnation, less the portion lost in taking, and this Lease shall continue in full force and effect and the rent shall not abate but shall be adjusted in accordance with the portion of the time

during which the Tenant is precluded from conducting its business by reason for the work in restoring the Leasehold Realty.

d. Although any awards in the event of any condemnation are to belong to the Landlord whether such are awards as compensation from diminution in value of the Leasehold or to the fee of the Leasehold Realty; Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant for loss of leasehold interest paid and in Tenant's own right on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, leasehold improvements, and equipment, but only to the extent that such an award does not diminish Landlord's award. Any cost in restoring the Leasehold Realty after a partial taking or condemnation shall be paid by Landlord out of the proceeds of the condemnation compensation.

13. EXPENDITURE BY LANDLORD. If the Tenant shall default in any payment or expenditure other than Basic Rent which is required to be paid or expended by the Tenant under the terms hereof and fails to cure the same as provided in paragraph 23, Landlord may at its option, and without obligation to do so, make such payment or expenditure, in which event the amount thereof shall be payable as rent to the Landlord by the Tenant on the next ensuing rental payment date, pursuant to Paragraph 7 above, together with interest at seven (7%) percent per annum from the date of such payment or expenditure by the Landlord. On default in such payment Landlord shall have the same remedies as on default in payment of rent.

14. CONDITION OF PREMISES. Tenant acknowledges that it has examined the Leasehold Realty prior to the making of this Lease, that it knows the condition thereof and acknowledges that no representations as to the condition or state of repairs thereof have been made by the Landlord or its agents, which are not herein expressed, and Tenant hereby accepts the Leasehold Realty in its present "as is" condition as of the date of execution of this Lease. The only exception to the "as is" condition of the premises is that Landlord covenants and warrants that all mechanical systems shall be in working order as of the date that Tenant takes possession.

15. ADDITIONAL PREMISES. The term "Leasehold Realty" as used herein shall include (i) use of approximately one hundred twenty-five (125) square feet of storage space located in the southwest corner of the basement of the Real Estate, (ii) one vehicular parking space located to the west of the building situated upon the Real Estate. Tenant additionally acknowledges and agrees that its use and possession of the ground floor portion of the stairway/vestibule area located in or about the northwest entrance to the Leasehold Realty, shall be nonexclusive and commonly shared with occupants of the basement.

16. LIABILITY. All Tenant's personal property of every kind and description, including trade fixtures, which may at any time be located within the Leasehold Realty, shall be kept at Tenant's sole risk or at the risk of those claiming under Tenant, and Landlord shall not be responsible or liable to Tenant (other than because of negligent or intentional acts of Landlord or its agents) for any loss of business or other loss or damage which may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of premises adjacent to or connected with the Leasehold Realty or for any loss or damage resulting to

Tenant, its business or property from bursting, stoppage or leaking of water, gas, sewer, or steam pipes, or from the malfunction of any mechanical systems.

17. ALTERATIONS. The parties agree that Tenant shall not make any alterations, additions or improvements to the Leasehold Realty, without the written consent of the Landlord, which shall not be unreasonably withheld, and if required by the terms of any mortgage on the Leasehold Realty, a written consent of the mortgagee. All alterations, additions, fixtures or improvements made by either of the parties hereto upon the Leasehold Realty shall be the property of Landlord and shall remain upon and be surrendered with the Leasehold Realty upon termination of this Agreement. Trade fixtures of Tenant may, at Tenant's option, be removed upon termination of this Lease, anything to the contrary herein contained notwithstanding. Further, with regard to alterations, additions or improvements which Tenant desires to make and provides notice thereof to the Landlord, in writing, in advance of the commencement date of this Lease, the same shall be deemed approved, unless, before the commencement date of the Lease, the Landlord provides notice of disapproval. In the case of such provision of notice of disapproval, Tenant and Landlord agree to negotiate in good faith to resolve the area of dispute which Tenant can establish as substantially important to Tenant's business, Tenant shall have the option of terminating this Lease on ninety (90) days notice to the Landlord, if accord cannot be reached.

18. CONSTRUCTION LIENS. The Tenant shall not allow nor permit any construction liens to be filed against the Real Estate or any part thereof by reason of work, labor services or materials supplied or legitimately claimed to have been supplied to the Tenant for the Leasehold Realty or anyone holding the Leasehold Realty or any part thereof through or under the Tenant. If any such construction lien shall at any time be filed against the Real Estate, the Tenant shall cause the same to be discharged of record within thirty (30) days after receiving written notice of filing of the same. If the Tenant shall fail to discharge such construction lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in Court or by giving security or by such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of seven percent (7%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent.

Notwithstanding and as an exception to the foregoing provision, the Tenant has the right to contest, in conformity with law, any lien placed upon the Real Estate attributable to Tenant or someone holding under Tenant. If, however, a construction lien is contested by Tenant and final judgment is in favor of the lien claimant, then said lien shall be paid and discharged by the Tenant within fifteen (15) days after said judgment.

Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any construction lien.

19. WASTE. The Tenant covenants not to do or suffer any waste or damage, disfigurements or injury to any building or improvement now or hereafter located on the Real

Estate or Leasehold Realty, or the fixtures and equipment thereof, or permit or suffer any overloading of the floors thereof.

20. ACCESS TO PREMISES The Tenant covenants and agrees that if the Leasehold Realty consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the Leasehold Realty at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building. Tenant further agrees to permit Landlord and the authorized representatives of Landlord to enter the Leasehold Realty at all reasonable hours for the purpose of inspecting the same. Except in emergency situations, or access, as provided above, shall require forty-eight (48) hours written notice. Other than emergencies, no such inspection or access for repair shall be performed in a manner which disrupts Tenant's business during normal business hours.

21. ENVIRONMENTAL INDEMNIFICATION Tenant agrees to indemnify, save and hold the Landlord and any of its past present and future agents, employees, representatives and consultants harmless of and from any and all loss, damages, suits, penalties, costs, liabilities and expenses including reasonable investigation and legal expenses, arising out of any legitimate claim, loss or damage to persons or property as a result of any environmental contamination or a violation of any local, state and/or federal environmental laws, rules, regulations, statutes and/or ordinances, resulting from the Tenant's use and/or occupation of the Leasehold Realty. Landlord agrees to indemnify, save and hold Tenant and any of its past, present and future agents, officers, directors, shareholders, employees, representatives and consultants harmless of and from any and all loss, damages, suits, penalties, costs, liabilities and expenses including reasonable investigation and legal expenses, arising out of any claim, loss or damage to persons or property as a result of any environmental contamination or a violation of any local, state and/or federal environmental laws, rules, regulations, statutes and/or ordinances, which environmental contamination or violation of environmental laws occurred prior to Tenant's occupancy under this Lease, or resulted from actions or omissions of the Landlord and any of its present and future agents, employees, representatives and consultants.

It is expressly agreed and understood that the provisions hereof shall and are intended to be continuing and shall survive the term of this Lease as the same may be amended and/or extended.

22. SECURITY DEPOSIT Landlord acknowledges the receipt of \$2,686.42 which Landlord shall retain as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements; although Landlord may so apply this security at its option. The Landlord's right to the possession of the Leasehold Realty for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds the security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant when this Lease is terminated. In no event is the security to be returned until Tenant has vacated the Leasehold Realty and delivered possession to the Landlord.

In the event that the Landlord repossesses itself of the Leasehold Realty because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the security to any actual damages suffered to the date of said repossession.

23. BREACH AND DEFAULT. The occurrence of the following events shall constitute breach by Tenant under the terms of this Lease, which will be deemed a default by Tenant if the Tenant shall fail to cure the same within thirty (30) days after written notice of the breach, from the Landlord: (a) If Tenant shall fail to fully pay any rent to the Landlord when the same is due and payable under the terms of this Lease, (b) If Tenant shall fail to fully perform any of the other duties and obligations imposed upon Tenant by this Lease, (c) If a petition in bankruptcy shall be filed, (d) If a general assignment for the benefit of Tenant's creditors is made, (e) if there should be filed any action, suit or proceeding by or against Tenant seeking the appointment of a receiver of any property of Tenant in or upon the Leasehold Realty, (f) If the interest of the Tenant in the Leasehold Realty shall be sold under execution or other legal process.

24. LANDLORD REMEDIES. In the event Tenant is in default under the terms of this Lease, as default is defined above in Section 23, then Landlord, in addition to its other remedies provided in this Lease or permitted by law, shall have the following specific rights and remedies:

- a.) Landlord shall have the immediate right of re-entry, the right to immediately terminate this Lease and/or the right to institute proceedings to recover possession of the Leasehold Realty by summary proceedings, as provided by Michigan statutes. In the event Landlord at any time exercises any of its foregoing rights, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, together with all costs of recovering the Leasehold Realty, together with all reasonable attorney fees incidental thereto.
- b.) Should Landlord elect to re-enter the Leasehold Realty or take possession thereof pursuant to legal proceedings or any notice provided for by law, Landlord may terminate this lease and re-let the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable, without waiving its right to collect damages from Tenant.
- c.) If Tenant shall be in default of this Agreement, any property or equipment or sign, interior or exterior that Tenant leaves on the Leasehold Realty after vacating the same shall be deemed to have been abandoned, and may either be retained by Landlord as the property of Landlord, or may be disposed of at public or private sale as Landlord sees fit. The proceeds from the sale of any property of Tenant sold at public or private sale or the or the then current market value of such property as may be retained by Landlord shall be applied by the Landlord against (1) the expenses of Landlord for removal, storage or sale of the personal property, (2) the arrears of rent or future rent payable under this Lease and (3) any other damages to which Landlord may be entitled hereunder. The balance of such amounts, if any, shall be given to Tenant.

Landlord shall have the option to treat as abandoned and retain all personal property or movable trade fixtures belonging to Tenant that Tenant fails to remove by the ending date of the term of this Lease as specified herein, or Landlord may remove such items from the leasehold Realty and store such property at the expense of Tenant.

d) All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to injunctive relief.

25. HOLDING OVER. It is hereby agreed that in the event of the Tenant herein holding over after the expiration of the term hereof, thereafter the tenancy shall be from month to month, based upon the terms and conditions of this Lease, in the absence of a written agreement to the contrary. In the event that the Tenant holds over possession of the Leasehold Realty after the termination of this Lease because of Tenant's default, the Landlord shall have such right to damages as may otherwise be permitted by law, or specifically, by this Lease.

26. RE-RENTING. Tenant hereby agrees that for a period commencing 120 days prior to the expiration of the term hereof, the Landlord may advertise and show the Leasehold Realty to prospective tenants.

27. ADVERTISING DISPLAY. It is further agreed that all signs and advertising displayed in and about and about the Leasehold Realty shall be such as only to advertise the business carried on upon the Leasehold Realty. Landlord shall have the right to display a "For Lease" sign with respect to the basement and second floor units as the Real Estate, which sign may be located in the northerly portion of the Bridge Street display window of the Leasehold Realty, which sign shall not exceed the dimension of 18"x18". Landlord may also place a sign on the northerly exterior wall, not to exceed the dimension of 18" x 24", reflecting ownership of the building by Trademark Properties, L.L.C., or any other entity which Landlord may establish.

28. QUIET ENJOYMENT. The Landlord covenants that the Tenant shall and may peacefully have, hold and enjoy the Leasehold Realty for the term hereof.

29. NON-WAIVER. Waiver of any one breach of the covenants or conditions of this Lease or the non performance of the same for any particular time shall not be construed as a waiver of any succeeding breaches of the same or any other covenant or condition hereof. Consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

30. ESTOPPEL CERTIFICATE. The Tenant agrees at any time and from time to time Upon not less than thirty (30) days prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect, provided that the same is true (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), and the dates to which the Basic Rent and other charges have been paid in advance, if any.

31. NOTICES. Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if notice to the Tenant is in writing addressed to the Tenant at its last known post office address or personally delivered to the Leasehold Realty and deposited in the U.S. mail, with a copy to Tenant's attorney as set forth below, with postage pre-paid, and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the U.S. mail with postage pre-paid, and additionally with a copy to Landlord's attorney, at the address set forth below.

Tenant's attorney:

Douglas S. Bishop, Esq.
Bishop & Heintz, P.C.
P.O. Box 707
Traverse City, MI 49685-0707

Landlord's attorney (if applicable):

32. ENTIRE AGREEMENT. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leasehold Realty, and Landlord and Tenant respectively acknowledge that there are no other covenants, promises, agreements, representations, inducements, conditions or understandings, either oral or written, between Landlord and Tenant other than as herein set forth.

No alterations, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

33. DEFINITION OF LANDLORD-LANDLORD'S LIABILITY. The term "Landlord" as used in this Agreement, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leasehold Realty, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and in case of any subsequent transfer or conveyances then the grantor) shall be automatically free and relieved from and after the date of such transfer or conveyance of all personal liability as respects the future performance of any covenants or obligations on the part of the Landlord contained in this Agreement thereafter to be performed. However, any funds in the hands of such Landlord or the then grantor at the time of such transfer in which tenant has an interest, shall be turned over to the grantee and any amount due and payable to the Tenant by the Landlord or the then grantor under any provisions of this Lease, shall be paid to the Tenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of the Landlord, shall subject to the foregoing, be binding on the Landlord, its successors and assigns, only during and in respect of its respective successive periods of ownership. Any limitation of Landlord's liability hereunder for future performance under this Lease shall be subject to the provision that any such transfer shall be subject to this Lease, and that the grantee shall agree to assume and perform the obligations of Landlord hereunder.

34. CAPTIONS. The captions of the Paragraphs of this Agreement are inserted and included solely for convenience and shall never be considered or given any significance as to construction or interpretation of any part of this Lease.

35. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the

remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

36. TIME OF THE ESSENCE. Time shall be of the essence in the performance of all obligations under this Lease.

37. GENDER. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

38. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

39. SMOKE FREE BUILDING. It is hereby agreed and understood that the Trademark Properties building is a smoke free building.

40. CORPORATE AND LLC AUTHORITY. Landlord and Tenant each represent and warranty that the signatures below on their behalf are fully warranted and approved by the corporation and the limited liability company.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease to be effective as of the day and year first above written.

TENANT:

CHERRY REPUBLIC, INC.

WITNESS:

By:

Robert R. Sutherland

Its: President

Date 12/2/13

LANDLORD:

TRADEMARK PROPERTIES, LLC

WITNESS:

By:

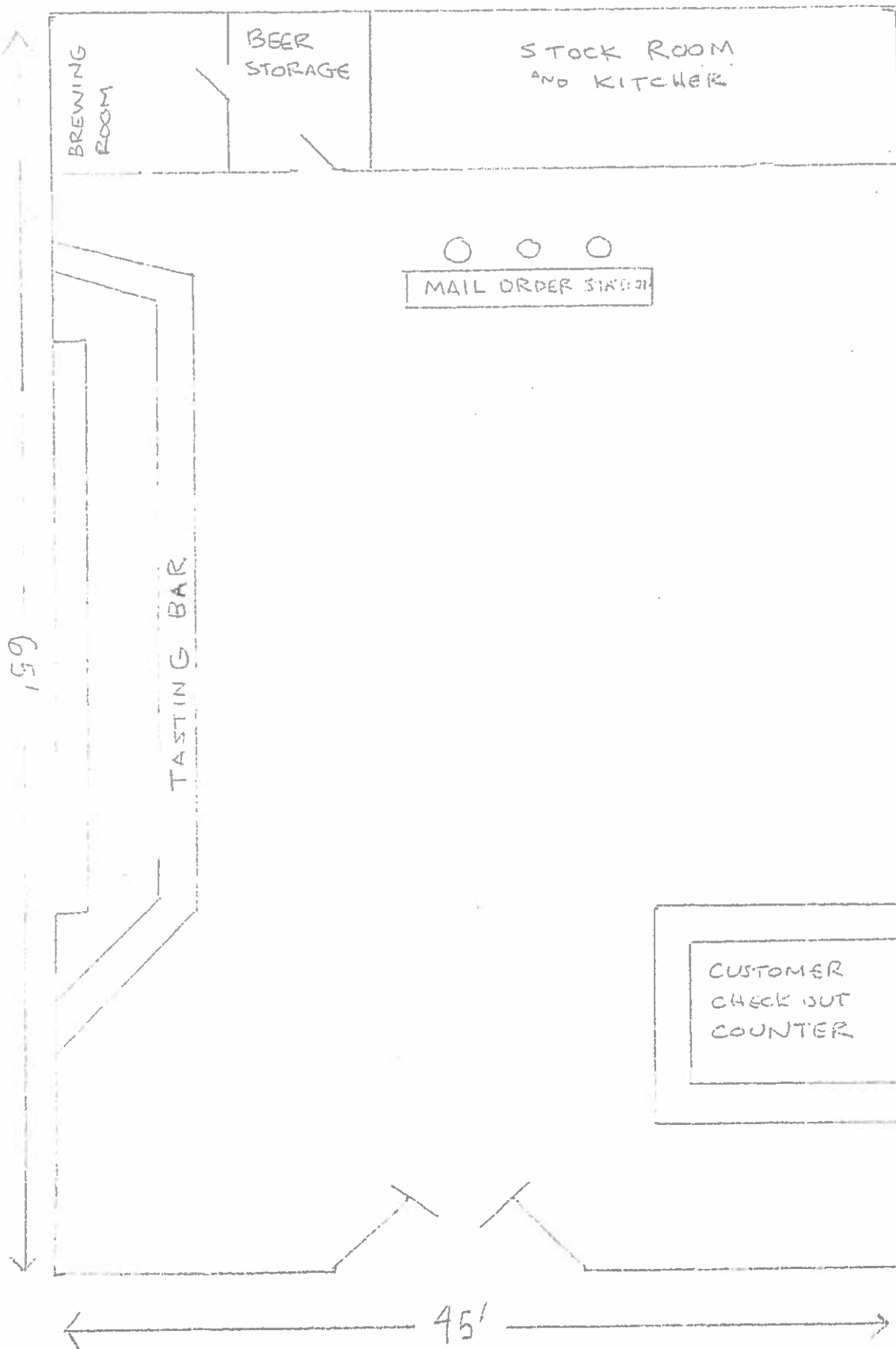
Frederick M. DiMartino

Frederick M. DiMartino

Its: Member/Sole Member

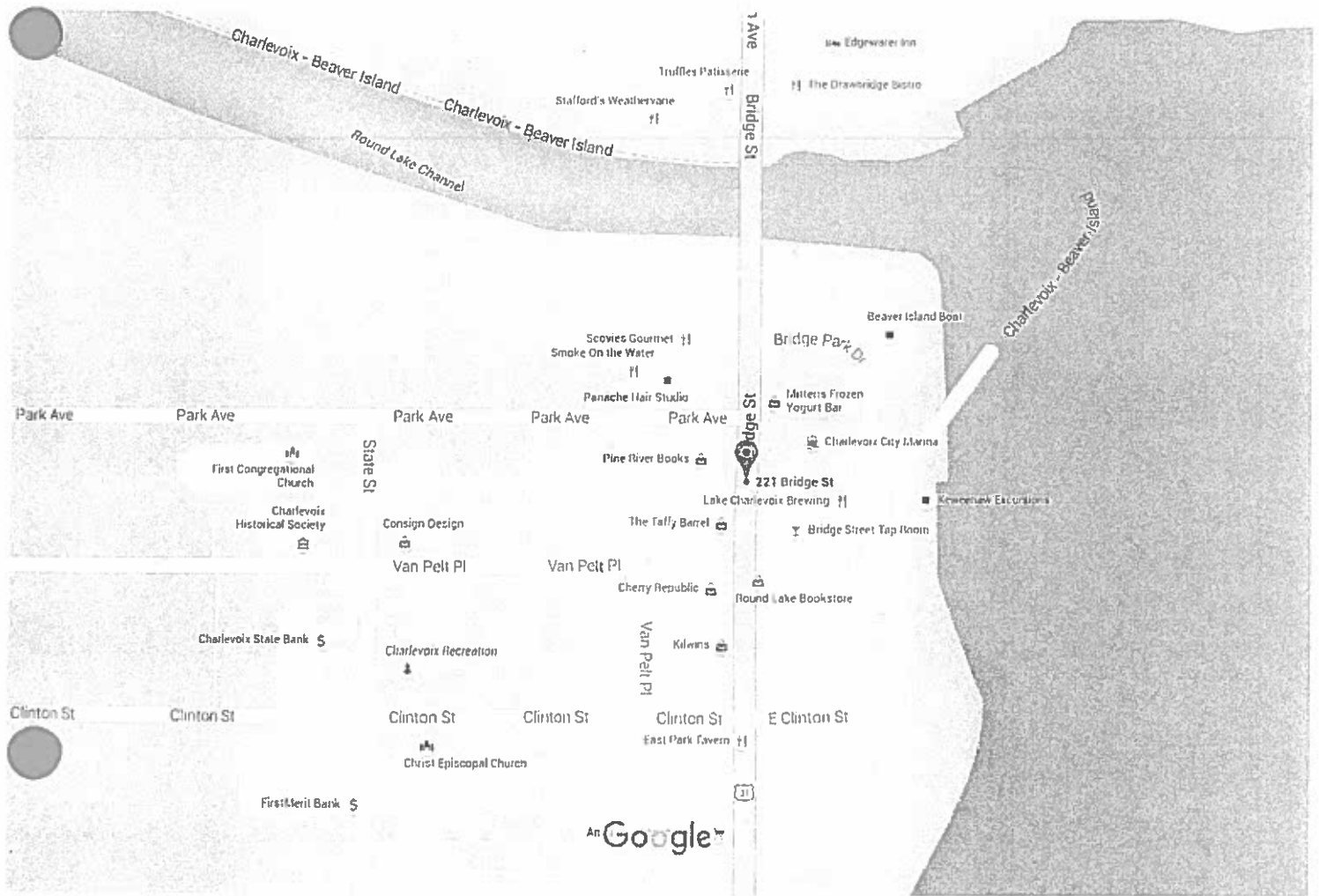
Date 12/2/13

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C H E R R Y R E P U B L I C
 221 B E R I D G E S T
 C H A R L E V O I X M I
 49720

Google Maps 221 Bridge St



221 Bridge St
Charlevoix, MI 49720

At this location

Cherry Republic
Gift Basket Store · Bridge St
Open until 9:00 PM

JBR Graphics, Inc.
Website Designer · Bridge St



**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Conservation Easement Ballot Language

DATE: August 1, 2016

PRESENTED BY: Mark Heydlauff, City Manager

ATTACHMENTS: Resolution 2016-08-02 Conservation Easement Ballot Language

BACKGROUND INFORMATION:

As a result of past discussions with City Council involving a proposed conservation easement at Mt. McSauba Recreation Area and Lake Michigan Beach Park, First Ward Resident John Campbell took it upon himself along with the Charlevoix Conservation Easement Committee to circulate a petition to that affect. The purpose of the petition was to require the City Council to grant conservation easements to Little Traverse Conservancy for Mt. McSauba Recreation Area and Lake Michigan Beach Park to protect the recreational and environmental values of these areas in perpetuity and limit development of the properties to existing uses and existing facilities.

Mr. Campbell submitted 490 signatures to the Clerk for verification, of which 416 were found to be valid, well over the required number of signatures. The Clerk issued a Certificate of Petition to Mr. Campbell which entitled the Charlevoix Conservation Easement Committee the ability to put the question of an easement before the voters on the November 8, 2016 ballot. City Attorney Howard drafted the ballot proposal language consistent with both the petition language and State law, as written in the attached Resolution. If City Council approves the Resolution, then the proposed ballot language will be forwarded to the Attorney General for final approval. Once approved, the question will be voted upon by the citizens of Charlevoix in November. Ballot wording for November ballot proposals must be certified to the Clerk by August 16th.

RECOMMENDATION:

Motion to approve Resolution 2016-08-02 Conservation Easement Ballot Language.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-08-02
CONSERVATION EASEMENT BALLOT LANGUAGE**

WHEREAS, ballot petitions have been submitted to the City of Charlevoix with sufficient signatures to put the following to the voters of the City of Charlevoix: "The Council shall grant to Little Traverse Conservancy conservation easements ensuring that Mt. McSaubia Recreation Area and Lake Michigan Beach Park will always be managed to protect the environmental and outdoor recreational values of these areas, provided that the development restrictions contained in the conservation easements shall not apply to current uses and structures in portions of Mt. McSaubia Recreation Area and Lake Michigan Beach Park, including presently existing uses and structures in use as the water treatment plant, parking areas, ski areas, skating pond and other uses in existence as of November 8, 2016, which uses and structures shall be allowed to continue, but the physical area shall not be expanded"; and

WHEREAS, state law requires that the ballot language be phrased as a question and be no more than 100 words in length; and

WHEREAS, the City Council is required to provide ballot language for the proposed amendment consistent with state law through adoption by resolution; and

WHEREAS, the City Attorney has crafted ballot language that is consistent with the language on the petition initiative but is also consistent with the requirements of state law.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the question on the ballot for the November 2016 general election:

Shall Article II, Section 2.16 (h) of the City Charter be amended to require the City to grant Little Traverse Conservancy conservation easements ensuring that Mt. McSaubia Recreation Area and Lake Michigan Beach Park will always be managed to protect the environmental and outdoor recreational values of these areas, but also allow current uses and structures in portions of Mt. McSaubia Recreation Area and Lake Michigan Beach Park, including presently existing uses and structures in use as the water treatment plant, parking areas, ski areas, skating pond and other uses in existence as of November 8, 2016?

RESOLVED this 1st day of August 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

Charlevoix City Manager's Office
231-547-3270 mgr@cityofcharlevoix.org

Memo

To: Mayor and City Council Members
From: City Manager's Office
Subject: Miscellaneous Information
Date: July 28, 2016

Below is a list of materials for your review:

- City Manager's Report for August 1, 2016 -- dated July 26, 2016
- Zoning Board of Appeals Agenda - August 3, 2016
- Charlevoix Wastewater Treatment Plant Improvements Construction Update
- Upcoming Events Memo

