



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, June 4, 2018- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - May 21, 2018
 - B. Charlevoix City Band Contract for \$5,000
 - C. Purchase WWTP Service Vehicle for \$68,546
 - D. John Yaroach Resignation from DDA
 - E. Accounts Payable and Payroll Check Registers
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Little Libraries Project
Alexandria Snabes, Girl Scout
 - B. Peppervine Place Development
Larry Sullivan, Zoning Consultant
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or

services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - May 21, 2018

DATE: June 4, 2018

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Council minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 21, 2018 – 6:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

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

1. Pledge of Allegiance

2. Roll Call

Mayor: Luther Kurtz
Members Present: Greg Bryan, Shane Cole, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: None
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

Hagen commented he would recuse himself if Item F of the Consent Agenda was discussed. The Mayor disclosed that he has a business at the Airport but, Agenda G of the Consent Agenda would not be a conflict.

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 – May 7, 2018
- B. Top of Michigan Community Marathon Spaghetti Dinner – authorize alcohol consumption in Bridge Park
- C. Resolution to Waive Parking Fees for Charlevoix Trout Tournament – approve Resolution 2018-05-03

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-05-03
WAIVE PARKING FEES FOR TROUT TOURNAMENT

WHEREAS, the Lake Charlevoix Area Trout Tournament will be held on June 8, 9 and 10, 2018; and

WHEREAS, the Lake Charlevoix Area Trout Tournament is requesting that parking fees be waived for the tournament; and

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

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby waives parking fees for the Lake Charlevoix Area Trout Tournament from June 8 to June 10, 2018.

RESOLVED this 21st day of May, 2018, A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

- D. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – May 22, 2018
 - b. ACH Payments – May 7, 2018 to May 18, 2018
 - c. Payroll Check Register – May 18, 2018
 - d. Payroll Transmittal – May 18, 2018
- E. Opt In/Out of PA 95 – opt out of PA 95 Low-Income Energy Assistance Fund
- F. Charlevoix Craft Beer Festival - authorize alcohol consumption in Bridge Park
- G. Taxiway A Rehabilitation: Amendment No. 2 – approve Resolution 2018-05-04

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-05-04
EXECUTION OF AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE TAXIWAY ALPHA REHABILITATION
(Federal Project No. 3-26-0017-2117)

WHEREAS, the City is approving the second contract amendment for Professional Engineering Services with RS&H Michigan, Inc. for professional engineering services for the Taxiway A Rehabilitation and Construction; and

WHEREAS, there is an additional fee for the extended construction phase services; and

WHEREAS, the addition fee amount of Twelve Thousand Two Hundred Dollars (\$12,200) less the City's 5% Local Match would be included in the FAA AIP Grant; and

WHEREAS, the funding breakdown is 90% Federal, Ten Thousand Nine Hundred Eighty Dollars (\$10,980) 5% State (MDOT), Six Hundred Ten Dollars (\$610) and 5% Local Match Six Hundred Ten Dollars (\$610).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute Amendment No.2 to the Agreement for Professional Engineering Services for the Taxiway Alpha Rehabilitation.

RESOLVED this 21st day of May, 2018 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

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

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Blue Star Memorial Garden

Diane McMahan, Charlevoix Garden Club, explained that the Blue Star Marker placement is a program sponsored by the National Garden Clubs (NGC) of which the Charlevoix Garden Clubs are members. The NGC program suggests that member clubs place a Blue Star Marker in their communities to commemorate US war veterans. There will be no cost to the City as the clubs will pay for the marker, the supporting boulder, and some plantings. The Clubs wish to locate it in a landscaping bed by the Harbormaster's office.

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

Motion by Cole, second by Kalbfell, to authorize the Blue Star Memorial in the landscape bed by the Harbormaster's office as presented.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

B. Venetian Festival Street Closure Request

Dan Barron, Venetian Festival President, stated that the Charlevoix Venetian Festival is again requesting closure of US 31 during portions of the 2018 Festival and he explained the festival events. In 2017, the City purchased traffic control equipment sufficient to conduct closures like this. The support of the Charlevoix Township Fire Department is essential for this closure. In order for this closure to occur, the City must apply for a permit from MDOT for the closure of the highway and Council must authorize this permit application.

Mayor Kurtz opened the item to public comment.

- Kirby Dipert, 2nd Ward, was in favor of the street closure.

The item was closed to the public.

Motion by Kalbfell, second by Oleksy, to authorize City Staff to apply for a permit from MDOT for the closure of US 31 on the following dates and times: from July 25, 2018 5:30pm to July 26, 2018 1am; from July 26, 2018 5:30pm to July 27, 2018 1:00am; and from July 27, 2018 5:30pm to July 29, 2018 1:00am.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

C. Remote Participation Policy Resolution

City Manager Heydlauff stated that there were requests from our volunteer boards and commissions for members to participate in meetings remotely. The City Attorney drafted a resolution that would establish a blanket policy permitting this. If approved, Members of the Council (along with other bodies) could participate remotely so long as a quorum could be established with persons attending the meeting in person. Members could vote but, all votes would need a roll call.

After some discussion, Council concurred that they should be excluded from the policy. They collectively felt that their attendance at meetings was important for productive discourse.

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

Motion by Oleksy, second by Hagen, to approve Resolution 2018-05-01 Remote Participation Policy excluding City Council.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

**CITY OF CHARLEVOIX
RESOLUTION NO. 2018-05-01
REMOTE PARTICIPATION POLICY**

WHEREAS, the City Council for the City of Charlevoix has determined that sufficient technology exists to allow for remote participation in meetings by members of any City commission, board, committee, or sub-committee; and

WHEREAS, the City Council has determined that remote participation will facilitate better attendance, participation and decision making by City commissions, boards, committees, or sub-committees; and

WHEREAS, the Michigan Courts have determined that telephonic participation of a hearing that is open to the public does not violate the Open Meetings Act, M.C.L. 15.261 et seq. (See Goode v Dept. of Soc. Services, 143 Mich. App 756, 758 (1985)).

NOW THEREFORE BE IT RESOLVED, the Charlevoix City Council adopts this Remote Participation Policy.

A. Any member of a City commission, board, committee, or sub-committee may be connected to a meeting and participate in that meeting remotely under the following conditions:

- (1) The request to participate has been submitted to the City staff advisor, or chair of the commission, board, committee, or sub-committee at least 24 hours in advance of the meeting.
- (2) The remote connectivity is sufficient for all persons attending the meeting to hear the remote participant and the remote participation will not interfere with the progress of the meeting.
- (3) A remote participant may vote or take any action as part of the meeting as if the remote participant were attending the meeting in person. All votes at the meeting shall be by roll call vote of the members present and the remote participant.
- (4) Remote participation in a meeting shall not be considered attendance for the purpose of establishing a quorum or receiving per diem. All other provisions of the Open Meetings Act shall be observed.

B. The bylaws of any City commission, board, committee, or sub-committee shall be amended to incorporate this Remote Participation Policy.

RESOLVED this 21st day of May, 2018 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

D. Public Participation Plan

City Manager Heydlauff recalled that we are working toward being certified as a Redevelopment Ready Community (RRC) by the Michigan Economic Development Corporation. RRC is a program intended to help communities be ready for development and redevelopment by building a strong governance structure. He indicated that one piece of this is to have a good plan for engaging the public—especially around development issues. We expect the draft plan this later this fall.

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

Motion by Perron, second by Kalbfell, to approve the Public Participation Plan as presented.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

E. Mayoral Appointments

The Mayor commented on the qualifications of his nominees for DDA, Planning Commission and Housing Commission.

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

Motion by Cole, second by Kalbfell, to reappoint Kirby Dipert to the Downtown Development Authority, term expiring April 2022.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

Motion by Hagen, second by Kalbfell, to appoint Amanda Wilkin to the Downtown Development Authority, term expiring April 2022.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

Motion by Cole, second by Kalbfell, to reappoint Laurene Crandall to the Housing Commission, term expiring April 2023.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

Motion by Hagen, second by Kalbfell, to appoint Jennifer Muladore to the Planning Commission, term expiring April 2021.

Yeas: Perron, Hagen, Cole, Kalbfell

Nays: Oleksy, Bryan

Motion by Kalbfell, second by Cole, to reappoint Nelson Fletcher to the Planning Commission, term expiring April 2021.

Yeas: Bryan, Perron, Hagen, Cole, Kalbfell

Nays: Oleksy

Motion by Kalbfell, second by Bryan, to appoint Philip Parr to the Planning Commission, term expiring April 2021.

Yeas: Bryan, Perron, Hagen, Cole, Kalbfell

Nays: Oleksy

F. Discussion: Cemetery Perpetual Care Fund

City Manager Heydlauff stated that Senate Bill 1125 authorizes cities to endow their cemetery perpetual care funds with a qualified community foundation. A cemetery perpetual care fund is established under Michigan law and the operator of the cemetery must use it to perpetually maintain a cemetery with revenue derived at the sale of a cemetery plot. He noted that Charlevoix has generally maintained the cemetery based on lot sale, interment, and general fund revenue and continued to accrue the perpetual care fund as a reserve. By allowing perpetual care funds to be endowed with a community foundation, funds can appreciate more rapidly but are also exposed to greater risk. He explained that once funds are endowed with the Charlevoix County Community Foundation, they must remain there in perpetuity.

City Manager Heydlauff answered several questions for Council.

Mayor Kurtz opened the item to public comment.

- Larry Sullivan, 1st Ward, felt a 'not to exceed' fee would be preferable to a fixed fee.
- Bob Timms, asked what is to be gained to offset 'in perpetuity'; he was against the idea unless there was a large rate of return.
- Mike Doherty was not in favor; "if it ain't broke don't fix it".

The item was closed to the public.

Council concurred not to pursue the matter at this time.

8. **Reports & Communications**

A. Public Comment

- Parking Fees at Ferry Beach Boat Launch
 - Bob Scholfield questioned who is causing dock damage and are marinas paying their fair share? He was not in favor of the fee increase.
 - Scott Pew felt that the increase was hurting small fisherman and also felt the launch should be turned over to the DNR.
 - Scott M. challenged Council to find damage to docks from small boat owners and he felt the City would be losing money in the long run.
 - Dean Mikulski, felt that the rates were dividing the community and were going to impact business.
 - Linda M. felt that the increased fees would affect AquaPalooza attendance.
- Bob Timms felt the rock at the end of Clinton Street should be used for the Blue Star Memorial.
- Mike Doherty wanted action on Park Avenue safety issues.

B. City Manager Comments

City Manager Heydlauff reported on the following:

- Memorial Weekend entertainment includes the Top of Michigan Community Marathon, Round Lake Music Festival, and Downtown Parade
- Recreation Department is working with a DNR water safety specialist for signage, life rings, and rescue equipment on all beaches

C. Mayor & Council Comments

- Bryan asked for clarification regarding parking regulations at the boat launch which the City Manager will provide; he agreed with Mr. Timms to move the rock at Clinton; he attended a short term rental seminar and received good

information.

- Oleksy suggested that the parking fees be reviewed; he wanted to add a Veterans discount to boat launch parking fees.
- Kalbfell expressed kudos to Recreation Director Knorr in working with Amy Wieland to engage seniors in the community.
- Council clarified that there will be a three-way stop at Antrim and Park Avenue.
- Mayor and Council agreed that the shuffleboard donation should be discussed further at a future meeting.
- Mayor suggested that the two high school applicants for the DDA be considered for a non-voting membership; Council was in favor but, agreed to leave the decision up to the DDA.
- Mayor admitted that Council isn't always aware of all outside factors when reviewing the annual budget; he recommended that they postpone the dock project and take a thoughtful look at the fee structure.

9. Other Council Business

Motion by Oleksy, second by Hagen, to include a Veterans discount [same as the senior discount] for the boat launch parking fees.

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

Council further discussed their desire to revisit the launch parking fees with the City Manager and how to proceed.

Mayor Kurtz opened the item to public comment:

- A citizen commented that most fishermen buy a seasonal pass and he felt this fee should be changed as well.
- Dean Mikulski recommended reducing the fees to last year's rates and taking a look at the big picture.
- A citizen felt that commercial boat launchers are benefiting and they are the ones damaging the docks.

The item was closed to the public.

Motion by Cole, second by Perron, to set daily and seasonal boat launch parking fees back to 2017-18 rates [leaving the commercial rates as is].

Yeas: Oleksy, Bryan, Perron, Hagen, Cole, Kalbfell

Nays: None

10. Adjourn

The Mayor adjourned the meeting at 7:54 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Regular Accounts Payable – 05/22/2018			
a5 Branding & Design	1,500.00	GRAND TRAVERSE DIESEL INC.	624.18
ACE HARDWARE	1,270.02	GRAND TRAVERSE GARAGE DOOR	190.60
AIRGAS USA LLC	68.65	GREEN GUARD	47.15
ALLEN SUPPLY	1,816.08	GRIFFIN BEVERAGE CO	332.80
ALL-PHASE ELECTRIC SUPPLY CO.	513.04	HANKINS, SCOTT A.	14.00
AMERICAN LEGION AUXILIARY	490.98	HARDY DIAGNOSTICS	182.47
AMERICAN WASTE INC.	2,987.16	HARRELL'S	7,665.00
AUTO VALUE	1,101.41	HERZOG ELECTRIC	125.00
AVFUEL CORPORATION	34,143.93	HILLING, NICHOLAS A.	47.96
BEAVER RESEARCH COMPANY	124.95	HYDRO CORP	530.00
BELL EQUIPMENT COMPANY	968.97	KSS ENTERPRISES	47.05
BOYNE CITY FARMERS MARKET	266.88	LINKLATER, LINDA	250.00
BRADFORD'S	39.25	MACDONALD GARBER	499.00
BS& A SOFTWARE	1,711.00	MCCARDEL CULLIGAN-PETOSKEY	50.00
BURNETTE, ELVIN	57.39	McGINN, KELLY A.	228.40
CARQUEST OF CHARLEVOIX	1,166.98	MED ALLIANCE GROUP INC	465.25
CCI SOUTH LLC	157.50	MEIER, JACQUELINE	94.90
CDW GOVERNMENT INC.	1,023.42	MICHIGAN OFFICEWAYS INC	1,184.66
CHARLEVOIX AREA CHAMBER OF COMM	500.00	NORTH COAST FASTENERS LLC	17.11
CHARLEVOIX COUNTY	349.16	NORTHERN CREDIT BUREAU	136.98
CHARLEVOIX STATE BANK	100.00	NORTHERN MICHIGAN HARDWOODS	2,214.00
CHARTER COMMUNICATIONS	1,874.13	NORTHERN MICHIGAN REVIEW INC.	932.46
CINTAS CORPORATION #729	30.00	OHM ADVISORS	15,476.25
CITY OF CHARLEVOIX - UTILITIES	32,793.96	OLESON'S FOOD STORES	13.50
CRANE, SHIRLEY	44.38	OLSON BZDOK & HOWARD	1,441.50
DOTSON, LINDSEY J.	65.34	O'REILLY AUTOMOTIVE INC	34.47
ELLSWORTH FARMER'S EXCHANGE	3,147.28	OTEC	38.00
EMERGENCY MEDICAL PRODUCTS INC	847.56	PARASTAR INC.	1,783.77
ETNA SUPPLY	156.27	PETOSKEY RV USA	9,495.00
FAMILY FARM & HOME	388.77	PHYSICIAN'S CLINIC OF CHARLEVOIX	147.00
FASTENAL COMPANY	346.03	PLUSTER, EVON	51.18
FREEDOM MAILING SERVICES INC.	2,310.00	POSTMASTER	229.60
GOLDING, JOYCE M.	240.37	POWER LINE SUPPLY	5,992.50
GORDON FOOD SERVICE	269.48	POWERPLAN	263.27
GRAINGER	25.22	PRESTON FEATHER	103.16

PVS TECHNOLOGIES INC	6,548.67	STATE OF MICHIGAN	896.56
RANGE TELECOMMUNICATIONS	217.20	STATE OF MICHIGAN	95.00
RON'S AUTO & WRECKER	640.00	T.C. RECORD EAGLE	386.10
ROTARY CLUB OF CHARLEVOIX	37.50	UNIFIRST CORPORATION	697.12
SHEPARD, MEGAN	100.00	UP NORTH PROPERTY SERVICES LLC	1,000.50
SHORELINE POWER SERVICES INC.	1,012.50	USA BLUE BOOK	1,609.28
SIGMA-ALDRICH INC.	620.92	VILLAGE GRAPHICS INC.	147.50
SITE ONE LANDSCAPE SUPPLY	689.03	WHITLEY, ANDREW T.	150.00
SKRETTING USA	109.68	WORK & PLAY SHOP	298.95
SPARTAN DISTRIBUTORS INC	33.92	XYLEM WATER SOLUTIONS USA INC	1,300.54
SPARTAN STORES LLC	4.99	TOTAL	160,439.69

ACH Payments – 05/07/2018 to 05/18/2018

MI PUBLIC POWER AGENCY	15,113.29	STATE OF MI (WITHHOLDING TAX)	5,287.90
PAYMENT SERVICE NETWORK	240.90	VANTAGEPOINT (401 ICMA PLAN)	742.50
STATE OF MI (SALES TAX)	17,978.58	VANTAGEPOINT (457 ICMA PLAN)	14,532.21
MI PUBLIC POWER AGENCY	15,181.55	VANTAGEPOINT (ROTH IRA)	1,186.53
DTE ENERGY)	7,384.45	MERS (DEFINED BENEFIT PLAN)	38,615.68
IRS (PAYROLL TAX DEPOSIT)	34,144.78	TOTAL	150,808.37
ALERUS FINANCIAL (HCSP)	400.00		

Payroll Net Pay – Pay Period Ending 05/12/2018 (Paid 05/18/2018)

HEYDLAUFF, MARK L.	2,358.07	ANZELL, BETH A.	751.09
GOLDING, JOYCE M.	1,764.87	MILAN, BAC P.	22.16
DEROSIA, PATRICIA E.	1,057.15	KLOOSTER, PATRICK H.	1,465.01
DOTSON, LINDSEY J.	1,457.31	EVANS JR, HALBERT K.	502.92
LOY, EVELYN R.	1,086.31	KLINGER, LUCAS D.	79.28
KLOOSTER, ALIDA K.	1,652.14	GREENE, GLORIA C.	182.14
GOLOVICH, KAREN J.	969.62	DAVIS, LEAH R.	148.57
SPENCLEY, PATRICIA L.	1,232.53	TELGENHOF, WILL G.	148.57
MCGINN, KELLY A.	1,670.39	GREYERBIEHL, KELLY M.	91.62
JOLLETTE, MELISSA N.	438.79	DUTCHER, ROBERT G.	271.34
DOAN, GERARD P.	1,697.63	HEID, THOMAS J	1,317.16
SCHLAPPI, JAMES L.	1,015.11	LEESE, ALAN K.	421.18
UMULIS, MATTHEW T.	1,235.85	GRUNCH, RONALD J.	323.20
HANKINS, SCOTT A.	1,588.38	DAVIS, RONALD L.	246.26
ORBAN, BARBARA K.	1,287.43	FAIRCHILD, GALEN W.	453.90
WILLIAMS, ASHLEY M.	1,225.82	MASSON, DONALD J.	449.09
FLICKEMA, ANDREW M.	1,377.38	KUSINA, DENNIS W.	240.51
MATELSKI, KIMBERLY A.	2,437.87	LABLANCE, MAUREEN J.	260.93
RILEY, DENISE M.	459.34	LIVINGSTON, BRIAN D.	1,012.00
MATELSKI, KRISTEN L.	188.15	VANLOO, JOSEPH G.	752.30
WURST, RANDALL W.	1,874.35	WYMAN, MATTHEW A.	1,490.61
MAYER, SHELLEY L.	1,691.76	BOSS, RYDER S.	136.65
HILLING, NICHOLAS A.	1,324.23	MILLER, WILLIAM S.	1,109.79
MEIER III, CHARLES A.	1,370.02	DOUGLAS, MARK	620.54
ZACHARIAS, STEVEN B.	1,220.63	HASTINGS, MICHAEL A.	570.61
NEWMAN, MARK J.	813.96	TRAVERS, MANUEL J.	1,790.84
SWEM, DONALD L.	1,975.53	STEVENS, JEFFREY W.	597.09
EATON, BRAD A.	2,081.95	BIXBY, JAMES R.	131.37
WILSON, TIMOTHY J.	2,473.12	RILEY, CASEY W.	92.35
LAVOIE, RICHARD L.	1,734.43	JONES, LARRY M.	1,201.44
STEVENS, BRANDON C.	2,510.44	FLORE, ROBERT A.	209.24
DRAVES, MARTIN J.	2,126.54	WILLSON, BRENDA R.	487.60
ANDERSON, ELIZABETH A.	1,240.04	BEAN, PETER J.	592.49
LEITNER, RYAN S.	1,067.28	FENNELL, DREW M.	209.24
ELLIOTT, PATRICK M.	2,167.96	RILEY, REBECCA J.	131.37
SCHWARTZFISHER, JOSEPH L.	996.98	MCCALIB, RACHELLE L.	110.13
BRADLEY, KELLY R.	1,363.91	MCMULLEN, DONALD R.	2,777.12
HART II, DELBERT W.	1,382.07	MCFARLAND, JONATHAN A.	184.06
JONES, ROBERT F.	1,368.82	SILVA, JESSE L.A.	827.39
DORAN, JUSTIN J.	1,265.97	NEWINGTON, BENJAMIN K.	178.39
FARRELL, MITCHELL L.	1,324.70	RILEY, DANIEL A.	697.89
MANKER JR, DAVID W.	548.46	WHEELER, MICHAEL W.	1,735.86
MANKER SR, DAVID W.	750.15	PEARSALL, KRISTA M.	445.73
BECKER, MICHAEL S.	760.69	DRAKE, WILLIAM F.	580.88
NEDWICK, DAVID J.	489.76	CARLSON, JOANNE E.	140.00
MCGHEE, ROBERT R.	1,102.92	COLT, JUDITH C.	84.00
CRANDELL, ZACKARY R.	572.91	FRANCIS, CATHERINE A.	70.88
FERGUSON, ROYCE L.	746.45	GORDON, JUDITH A.	84.00
BOSS, SHERRY M.	646.72	WHITLEY, ANDREW T.	2,064.14
SAYWARD, MADISON E.	382.08	MORRISON, KEVIN P.	1,571.11
KNORR, KENT J.	1,958.07	JOHNSON, STEVEN P.	1,218.40
STEBE, LAURA A.	110.82	BISHAW, JAMES H.	656.72
MILAN, JANE E.	105.98	KLINGER, BRADLEY W.	113.65

GILL, DAVID R.	1,264.87	CAMPBELL, KAREN L.	80.50
DROST, PATRICIA A.	142.50	PICOTTE, DIANE M.	60.00
RUDOLPH, JOELLEN B.	70.88	LALEWICZ, AMELIA M.	73.50
LEFT, LILLIAN M.	84.00	CIUK, JULIA A.	147.50
BUDAY, JOAN E.	135.00	TOTAL	101,859.40

Payroll Transmittal – 05/18/2018			
4FRONT CREDIT UNION	558.84	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	158.28	COMMUNICATION WORKERS OF AMER	548.50
AMERICAN FAMILY LIFE	380.52	MI STATE DISBURSEMENT UNIT	679.30
CHAR EM UNITED WAY	52.00	PRIORITY HEALTH	1,757.53
CHARLEVOIX STATE BANK	1,160.77	TOTAL	5,445.74

DRAFT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Charlevoix City Band Contract for \$5,000

DATE: June 4, 2018

BACKGROUND:

Residents of the City of Charlevoix have been entertained by the Charlevoix City Band for generations. The Charlevoix City Band performs in East Park on Tuesday evenings during the summer and uses the City's contribution to help defray the costs of providing these musical programs. The 2018-19 budget has \$5,000 allocated for the Charlevoix City Band.

RECOMMENDATION:

Motion to approve the 2018 contract with the City Band and authorize the Mayor to sign the agreement.

ATTACHMENTS:

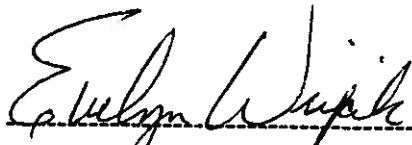
- ▣ Request for Funds
- ▣ City Band Contract



To: City of Charlevoix

From: Charlevoix City Band

This letter constitutes our request for 2018 funding.



Evelyn Wujcik, President



Ron Winchester, Vice President

CONTRACT

THIS CONTRACT is effective on the _____ day of _____, 2018 between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, Charlevoix, Michigan 49720 (City) and the Charlevoix City Band, a Michigan nonprofit corporation, whose address is 06685 M-66, Lot #108, Charlevoix, Michigan 49720.

Recitals

- A. Pursuant to MCLA 117.3(j); MSA 5.2073(j) and Article I, Section 1.6 of the City Charter the City is authorized to provide for the peace and health and for the safety of persons and property within the City and to expend funds for that purpose.
- B. Charlevoix City Band provides music in the Clarence Odmark pavilion for the residents and visitors of the City of Charlevoix during the Summer season.
- C. The parties desire to act cooperatively in providing the above musical services to citizens in the City.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties hereby agree as follows:

- 1. The City shall pay to Charlevoix City Band the sum of Five Thousand and 00/100 Dollars (\$5, 000.00).
- 2. Charlevoix City Band shall provide not less than eight (8) musical programs during the forthcoming summer season and shall use the above money to help defray the costs of providing those musical programs to Charlevoix residents and visitors.

CITY OF CHARLEVOIX

Date

By: _____
Luther Kurtz, Mayor

CHARLEVOIX CITY BAND

Date

By: _____
Evelyn Wujcik, President

Date

By: _____
Ron Winchester, Vice-President

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Purchase WWTP Service Vehicle for \$68,546

DATE: June 4, 2018

BACKGROUND:

We have gotten pricing for a new service truck for the WWTP. The truck would be outfitted with fiberglass side boxes and a crane to allow for pulling of our lift station pumps. Currently, our work truck only has a small toolbox in the bed and multiple trips back and forth to the WWTP are often needed to gather lift station components after diagnosing an equipment malfunction. The side boxes on this truck would allow staff to carry and store all of the tools and parts needed to efficiently maintain and/or repair lift station pumps and equipment without returning to the WWTP. This would be especially helpful during emergency callouts where time may be of the essence.

Our current pickup has a hand crank davit style crane that is clumsy to use and has actually started to cause damage to the bed of the truck. The new truck would have a crane mounted to the frame, would be electrically/hydraulically operated, and would be rated large enough to pull all lift station pumps with the exception of Bridge Park. This would be much safer to operate and more efficient than using our current setup or a tripod and chain falls. The larger truck would also tow our portable generator much easier.

The WWTP plans to keep the current work truck, so this new service truck would be considered an addition to the fleet. Cab and chassis pricing was received through the MiDeal program. Outfitting the truck would occur through Truck and Trailer Specialties in Boyne Falls.

RECOMMENDATION:

Motion to authorize the purchase of a new service vehicle for the Wastewater Department from Signature Ford for \$34,496 and outfitted by Trucker and Trailer Specialties for \$34,050.

ATTACHMENTS:

- ▣ Vehicle Quote



2018

April 18,

City of Charlevoix
Attn: Chuck Meier
210 State Street
Charlevoix, MI 49720

Dear Chuck Meier:

Price on 2019 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 71-15 Bid:

2019 Ford F450 Regular Cab 4x4 Chassis 145" WB 60" CA in White
\$34,496.00 ea

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

Macomb Co# 71-15. T.12
2019 F-450 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System(ABS)
- Engine
 - 6.8L 3 Valve Gas SOHC EFI NA V10 (F-450/F-550)
- Transmission – TorqShift® Six-Speed automatic w/SelectShift® automatic (6R140)

EXTERIOR

- Bumper – front, black painted
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
 - 40 gallon aft axle
- Glass – solar-tinted
- Grille – black painted
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Wheels
 - F-450 & F-550 – 19.5" Argent Painted Steel
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center
 - Multi-function switch message center display with Ice Blue® Lighting
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
- Instrumentation Center
 - 2.3" LCD Productivity Screen in IP Cluster
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Mirror – rearview 11.5" day/night
- Outside Temperature Display

- Overhead Console with 6 Upfitter Switches

- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side)
- Steering – power
- Steering damper
- Steering wheel – black vinyl with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- AutoLamp – Auto On/Off Headlamps
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Driver and passenger frontal and side airbag/curtain; passenger side deactivation switch
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (frontoutboard seating positions only)
- Safety Canopy® System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps

FUNCTIONAL

- Alternators:
 - 6.8L 3 Valve Gas – Heavy-Duty 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – Extra Heavy-Duty 220 AMP
- Audio – AM/FM stereo (speakers; four (4) w/Reg. Cab, six (6) w/Super and Crew Cabs)
- Battery:
 - 750 CCA, 78 AH, Dual (6.7L Power Stroke® Diesel engine only)
 - 750 CCA, 78 AH (6.8L Gas engine only)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.8L Gas engine)
- Shock absorbers – heavy-duty gas

- Springs, rear auxiliary
- Stabilizer bar – front and rear

16,500# GVWR, 9,930 PAYLOAD Reg. Cab 145 WB, CA 60" 16,500# GVWR, 9,610 PAYLOAD

☐ **Base Price (F4G/650a) 4x2**

\$30,191.00

☒ **Base Price (F4H/650a) 4x4**

\$32,761.00

16,500# GVWR, 9,820 PAYLOAD Reg. Cab WB 169, CA 84" 16,500# GVWR, 9,480 PAYLOAD

☐ **Base Price (F4G/650a) 4x2**

\$30,839.00

☐ **Base Price (F4H/650a) 4x4**

\$33,508.00

16,500# GVWR, 9,670 PAYLOAD Reg. Cab 193 WB, CA 108" 16,500# GVWR, 9,310 PAYLOAD

☐ **Base Price (F4G/650a) 4x2**

\$31,015.00

☐ **Base Price (F4H/650a) 4x4**

\$33,538.00

16,500# GVWR, 9,570 PAYLOAD Reg. Cab WB 205, CA 120" 16,500# GVWR, 9,250 PAYLOAD

☐ **Base Price (F4G/650a) 4x2**

\$31,151.00

☐ **Base Price (F4H/650a) 4x4**

\$33,692.00

16,500# GVWR, 9,650 PAYLOAD SuperCab WB 168, CA 60", 16,500# GVWR, 9,300 PAYLOAD

☐ **Base Price (X4G/650a) 4x2**

\$32,696.00

☐ **Base Price (X4H/650a) 4x4**

\$35,766.00

16,500# GVWR, 9,430 PAYLOAD SuperCab WB 192, CA 84", 16,500# GVWR, 9,130 PAYLOAD

☐ **Base Price (X4G/650a) 4x2**

\$32,849.00

☐ **Base Price (X4H/650a) 4x4**

\$35,921.00

16,500# GVWR, 9,440 PAYLOAD Crew Cab WB 179, CA 60", 16,500# GVWR, 9,080 PAYLOAD

☐ **Base Price (W4G/650a) 4x2**

\$33,449.00

[] Base Price (W4H/650a) 4x4

\$36,521.00

16,500# GVWR, 9,360 PAYLOAD Crew Cab WB 203, CA 84", 16,500# GVWR, 9,010 PAYLOAD

[] Base Price (W4G/650a) 4x2

\$33,608.00

[] Base Price (W4H/650a) 4x4

\$36,675.00

<u>Available Standard Options</u>		<u>Price</u>	
	<u>Option</u>	<u>Reg.&Super/CrewCab</u>	
[] 6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W	8595.00	
[] CNG/LPG Fuel Capable Engine (w/ 6.8L only)	98G	315.00	
[] Engine Block Heater	41H		
90.00			
[x] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00	
[] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00	
[] Seats, Cloth 40/Mini-Console/40	2S	515.00/615.00	
[] LT225/70Rx19.5 BSW Traction, incl. 4-Traction on the rear & 2 A/S tires on the front, Option Spare is A/S	THB	190.00	
[] LT225/70Rx19.5 BSW Max Traction-4x4 only, Continental, Incl. 4-traction tires on the rear & 2 traction tires on the front-	TGB	215.00	
[] Stainless Steel Wheel Cover	945		
380.00			
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 5-Minutes	86A	250.00	
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 10-Minutes	86B	250.00	
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 15-Minutes	86C	250.00	
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 20-Minutes	86D	250.00	
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R		
250.00			
[] Transmission Power Take-Off Provision	62R	280.00	
[x] Axle, Limited Slip	X4N/X4L/X8L	360.00	
[] Power Windows, Locks, Heated Mirrors, and Remote	90L/54K		
915.00/1125.00cc			
Keyless Entry			
[] Utility Lighting System (LED Side-mirror Spotlights <u>Requires</u>	63A	160.00	

Power Equipment Group 90L/54K)

[x] Speed Control	525	235.00
[] XL Decor Group (Chrome front bumper)	17F	
220.00		
[] XL Value Pkg (Chrome front bumper, AM/FM Stereo/Single CD w/4 Speakers, & Cruise Control	96V	720.00
[] SYNC Bluetooth System w/AM/FM CD Radio	91M	365.00
[] Daytime running Lights	942	45.00
[] 2-Ton Mechanical Jack	61J	55.00
[] Spare Tire & Wheel-Includes 2-ton mechanical jack	512	350.00
[] Dual Alternators, Diesel only (total of 377 amps)	67B	115.00
[] 110V/400W Outlet	43C	75.00
[] Electric Shift on the fly (4x4 6.7L Diesel Engine Only)	213	185.00
[] Upfitter Interface Module	18A	295.00
[] Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	100.00
[x] Fuel Tank- 28 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank 65M		125.00
[] Fuel Tank-Dual Diesel (Adds 28 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
[] Keys Extra (Regular) \$75.00 x __ =	Sig	75.00 ea
[] Keys Extra (With Power Group) \$220.00 x __ =	Sig	220.00 ea
[] Trailer Tow Package High Capacity-Req.6.7L Diesel & 4.30 LS Rear Axle , has after market trailer brake wiring kit, No brake controller included, Increases GCWR on diesel engine from 26,000# to 28,000#	535	1,080.00
[] 15,000# GVWR Package-From 16,500# GVWR	68D	50.00
[] 16,000# GVWR Package-From 16,500# GVWR	68L	50.00
[] Low Deflection Package-recommended for rear-biased loading, such as wreckers/retriever application, N/A with 141" WB	86S	110.00
[x] Integrated Trailer Brake Controller	52B	270.00
[x] Cab Steps-Black Molded	18B	320.00/370.00
[] Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924	90.00
[] AM/FM Stereo/Single CD/MP3/Player/Clock w/4 Speakers	585	275.00
[] Extra HD Front End Suspension – GAWR 7,500 lbs (N/A 67X, 67H)	67P	285.00
[] Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
[] Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
[x] Snow Plow Prep Package(N/A 67H or 67X)	473	185.00
[x] Exterior Back up Alarm	76C	
140.00		
[] Rearview Camera Prep Kit (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	415.00
[] LED Warning Strobes-Amber	91S	
655.00		
[] Ambulance Prep Package(6.7L Diesel Engine Only)	47A	1205.00

Total Price**\$34,496.00 ea**

Colors for F-450

Exterior Colors

Race Red

Blue Jeans Metallic

Ingot Silver Metallic

Agate Black

Oxford White

Magnetic Metallic

Stone Gray

SPECIAL PAINT

School Bus Yellow Add \$660.00

Omaha Orange Add \$660.00

Green Gem Add \$660.00

Interior Steel (Grey)

[PQ] []

[N1] []

[UX] []

[UM] []

[Z1] [x]

[J7] []

{D1} []

[BY] []

[MB] []

[W6] []

QUOTATION

TRUCK AND TRAILER SPECIALTIES OF BOYNE FALLS, INC.

00399 US 131 NORTH – P.O. BOX 473

BOYNE FALLS, MI 49713

Phone: 231-549-3500 – Fax: 231-549-3555 – Toll: 888-603-5506

Date: May 30, 2018

Quote #: 01518RYD

Name: Charlevoix Waste Water

Attention: Chuck

Address: 210 State Street, Charlevoix, MI 49720

Phone: 231-547-3274

Fax:

Email:

Prices are good till 6/3/2018

Prices quoted are FOB: BOYNE FALLS

Delivery: 7-8 weeks A.R.O. (for the body and the crane)

We are pleased to quote you prices and terms in accordance with specifications described below. Prices are in effect for 30 days only. Federal excise tax and sales tax not included, but will be added if applicable.

Brand FX Service Body model BFXB 60DLS

- Body length – 108"
- Overall width – 94"
- Pack depth – 20"
- Floor width – 54"
- Pack height – 42"
- Mounting height – 25"
- Steel understructure
- Steel tread floor
- Smooth aluminum bulkhead
- Aluminum tail skirt
- Standard bright white gelcoat
- Stainless steel rotary latches, hinges & door hardware
- Vinyl covered s/s cable door stops
- Non-skid compartment tops
- Clear vinyl rock guards
- Black plastic fuel bezel (1 standard)
- Automotive grade bubble gasket

- One-piece molded doors with automotive finish both sides
- Recessed door jambs
- Flow through ventilation system
- Removable wheel well panels
- White compartment interiors
- Steel rear mounting brackets
- Recessed door seal system
- Light adaptor for specified chassis
- Full LED lighting package
 - Stop/tail/turn marker & back-up light
- Install Curt rear receiver hitch
- Galvanized tread plate bumper to work with rear Curt receiver
- One (1) Sound Off model# EPL7PDAC L.E.D. Strobe light – mounted on center of cab above 3rd brake light
- (3) 2,100 lumen Maxxima swivel mount work lights, one installed on the tip of crane, remaining two to be determined at installation
- Flex Glo Compartment Lighting top & sides of door-each compartment
- All lighting wired to in cab factory supplied switches.
- Back up Alarm

Street Side Front Compartment

1 – Pull out drawer

Street Side Horizontal Compartment

1 – Adjustable shelf

1 – Additional adjustable shelf

1 - Divider pack – 2” fiberglass, 4 per pack

Street Side Rear Compartment

1 – Crane reinforcement for
mounting Liftmoore 3612

Curb Side Front Compartment

1 – Adjustable shelf

1 – Additional adjustable shelf

1 – Divider pack - 2' fiberglass, 4 per pack

Curb Side Horizontal Compartment

1 – Adjustable shelf

1 – Additional adjustable shelf

1 – Divider pack - 2" fiberglass, 4 per pack

Curb Side Rear Compartment

1 – Adjustable shelf

1 – Additional adjustable shelf

1 – Divider pack - 2" fiberglass, 4 per pack

(1) Liftmoore Model-3612 Crane Would Consist Of The Following:

- 12,000 FT LB moment rating, 3,6000 LB maximum capacity
- Efficient Planetary Gear Driven Winch With 12v Permanent Magnetic Motor.
- Full Hydraulic power extension from 9' to 15'
- Cylinder Internally Mounted for Power Extension
- 360 Degrees Continuous Unlimited Power Rotation on Two 3-3/4" ID Tapered Roller Bearings
- 2.7 HP Electric Hoist Motor
- 62' X 1/4" Aircraft Quality Cable Having A 7000 Lb. Breaking Strength And Includes A Traveling Block With Hook And Safety Latch
- A Weather Resistant Removable Pendant Control 18' Long
- Drum To Cable Ratio Meets ANSI Requirements
- Counterbalance Valves On All Cylinders
- Crane Standard Color is Liftmoore White
- Anti-Two Block - For Cable Protection
- Automatic Resetting Overload Sensor – To Protect Over Loading on Boom Up and Boom Extend
- Battery Power Cable With Quick Disconnects, 150 AMP Circuit Breaker And Master Cut Off Switch
- (1) Set Of Manual Pull Out, Crank Down 12K T Lb. Out Riggers
- (1) Custom Built Boom Rest

EQUIPMENT AS ABOVE INSTALLED: \$34,050.00

Accepted by: _____
Date: _____
Bid submitted by: Rory
For Truck and Trailer Specialties of Boyne Falls, Inc.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: John Yaroach Resignation from DDA

DATE: June 4, 2018

RECOMMENDATION:

Motion to accept John Yaroach's resignation from the DDA.

ATTACHMENTS:

- ▣ Yaroach Resignation Letter

From: "John Yaroach" <yaroachj@gmail.com>
To: "Lindsey J. Dotson" <lindseyd@charlevoixmi.gov>
Sent: Tuesday, May 29, 2018 12:58:11 PM
Subject: DDA Resignation

Lindsey,

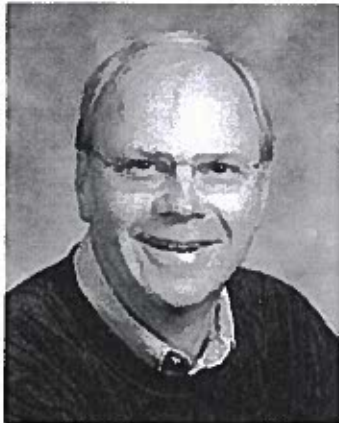
Please be advise that I am Resigning from the DDA board effective today. While my current 4th term would officially end next April, conflicting schedules throughout this Summer would result in my absence from most scheduled meetings prompting my earlier resignation.

It has been an honor to be a part of on-going efforts to create and maintain a vibrant, sustainable town center over these past 15 years. I am leaving with the greatest confidence that our current council, and Main street/DDA board have all the pieces in place, along with you as Director, to continue that work in making Charlevoix's downtown the envy of communities throughout our State.

Thank YOU!!

John Yaroach

John Yaroach
Real Estate Broker
231-675-2555 Cell
YAROCHJ@GMAIL.COM



CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: June 4, 2018

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
05/22/2018		
123579	AT&T LONG DISTANCE	155.30
123580	AT&T MOBILITY	88.75
123581	CHARLEVOIX STATE BANK	9,137.75
123582	CHARTER COMMUNICATIONS	604.11
123583	DELTA DENTAL	3,388.43
123584	GREAT LAKES ENERGY	400.08
123585	METLIFE SMALL BUSINESS CENTER	753.80
123586	PRIORITY HEALTH	41,470.38
123587	VERIZON WIRELESS	56.72
123588	VISION SERVICE PLAN	497.56
Total 05/22/2018:		56,552.88
Grand Totals:		56,552.88

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

05/22/18 Special Accounts Payable Run	\$ 56,552.88
06/01/18 Payroll (net pay)	\$ 111,130.76
06/01/18 Payroll Transmittal Checks	\$ 5,594.77
06/05/18 Regular Accounts Payable	\$ 146,647.18
Checks Sub-Total:	\$ 319,925.59

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

05/21/18 MI Public Power Agency	\$ 29,557.10
05/25/18 MI Public Power Agency	\$ 169,238.31
05/29/18 MI Public Power Agency	\$ 13,035.40
06/01/18 IRS (Payroll Tax Deposit)	\$ 37,293.49
06/01/18 Alerus Financial (HCSP)	\$ 400.00
06/01/18 State of MI (Withholding Tax)	\$ 5,775.58
06/01/18 Vantagepoint (401 ICMA Plan)	\$ 742.50
06/01/18 Vantagepoint (457 ICMA Plan)	\$ 14,245.34
06/01/18 Vantagepoint (Roth IRA)	\$ 1,186.53

ACH Sub-Total: \$ 271,474.25

Huntington National Bank Total: \$ 591,399.84

CHARLEVOIX STATE BANK - CHECKS ISSUED

<u>(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)</u>	
06/05/18 Tax Disbursement	\$ 53.23
Charlevoix State Bank Total:	\$ 53.23

Grand Total: \$ 591,453.07

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/26/2018	PC	06/01/2018	25735	HEYDLAUFF, MARK L.	102		2,648.97
05/26/2018	PC	06/01/2018	25736	GOLDING, JOYCE M.	106		2,181.12
05/26/2018	PC	06/01/2018	25737	DEROSIA, PATRICIA E.	107		1,452.82
05/26/2018	PC	06/01/2018	25738	DOTSON, LINDSEY J.	109		1,457.31
05/26/2018	PC	06/01/2018	25739	LOY, EVELYN R.	117		1,086.31
05/26/2018	PC	06/01/2018	25740	KLOOSTER, ALIDA K.	121		2,013.71
05/26/2018	PC	06/01/2018	25741	GOLOVICH, KAREN J.	122		969.63
05/26/2018	PC	06/01/2018	25742	SPENCLEY, PATRICIA L.	136		1,009.86
05/26/2018	PC	06/01/2018	25743	MILLER, FAITH G.	142		31.03
05/26/2018	PC	06/01/2018	25744	MCGINN, KELLY A.	146		1,670.39
05/26/2018	PC	06/01/2018	25745	JONES, JANET M.	148		523.77
05/26/2018	PC	06/01/2018	25746	JOLLETTE, MELISSA N.	149		753.84
05/26/2018	PC	06/01/2018	25747	DOAN, GERARD P.	201		1,697.63
05/26/2018	PC	06/01/2018	25748	SCHLAPPI, JAMES L.	204		913.73
05/26/2018	PC	06/01/2018	25749	UMULIS, MATTHEW T.	205		981.08
05/26/2018	PC	06/01/2018	25750	HANKINS, SCOTT A.	208		1,588.37
05/26/2018	PC	06/01/2018	25751	ORBAN, BARBARA K.	209		1,326.66
05/26/2018	PC	06/01/2018	25752	WILLIAMS, ASHLEY M.	210		1,287.17
05/26/2018	PC	06/01/2018	25753	FLICKEMA, ANDREW M.	211		1,965.56
05/26/2018	PC	06/01/2018	25754	RILEY, DENISE M.	213		454.96
05/26/2018	PC	06/01/2018	25755	MATELSKI, KRISTEN L.	230		1,078.75
05/26/2018	PC	06/01/2018	25756	BINGHAM, LARRY E.	240		635.48
05/26/2018	PC	06/01/2018	25757	MATELSKI, RYAN G.	242		907.16
05/26/2018	PC	06/01/2018	25758	MACGILLIVRAY, ROGER	244		239.12
05/26/2018	PC	06/01/2018	25759	WURST, RANDALL W.	411		1,274.05
05/26/2018	PC	06/01/2018	25760	MAYER, SHELLEY L.	412		1,605.06
05/26/2018	PC	06/01/2018	25761	HILLING, NICHOLAS A.	413		1,571.96
05/26/2018	PC	06/01/2018	25762	MEIER III, CHARLES A.	421		1,215.99
05/26/2018	PC	06/01/2018	25763	ZACHARIAS, STEVEN B.	422		1,364.76
05/26/2018	PC	06/01/2018	25764	NEWMAN, MARK J.	424		740.36
05/26/2018	PC	06/01/2018	25765	SWEM, DONALD L.	512		1,975.53
05/26/2018	PC	06/01/2018	25766	EATON, BRAD A.	515		1,890.79
05/26/2018	PC	06/01/2018	25767	WILSON, TIMOTHY J.	516		2,319.72
05/26/2018	PC	06/01/2018	25768	LAVOIE, RICHARD L.	519		1,734.42
05/26/2018	PC	06/01/2018	25769	STEVENS, BRANDON C.	521		2,373.77
05/26/2018	PC	06/01/2018	25770	DRAVES, MARTIN J.	523		1,729.66
05/26/2018	PC	06/01/2018	25771	ANDERSON, ELIZABETH	526		1,240.03
05/26/2018	PC	06/01/2018	25772	LEITNER, RYAN S.	527		1,067.28
05/26/2018	PC	06/01/2018	25773	ELLIOTT, PATRICK M.	600		2,167.95
05/26/2018	PC	06/01/2018	25774	SCHWARTZFISHER, JOS	603		1,349.49
05/26/2018	PC	06/01/2018	25775	BRADLEY, KELLY R.	614		1,646.90
05/26/2018	PC	06/01/2018	25776	HART II, DELBERT W.	616		1,299.55
05/26/2018	PC	06/01/2018	25777	JONES, ROBERT F.	618		1,300.27
05/26/2018	PC	06/01/2018	25778	DORAN, JUSTIN J.	621		1,491.16
05/26/2018	PC	06/01/2018	25779	FARRELL, MITCHELL L.	622		1,925.83
05/26/2018	PC	06/01/2018	25780	MANKER JR, DAVID W.	638		495.28
05/26/2018	PC	06/01/2018	25781	MANKER SR, DAVID W.	639		823.57
05/26/2018	PC	06/01/2018	25782	BECKER, MICHAEL S.	641		828.57
05/26/2018	PC	06/01/2018	25783	NEDWICK, DAVID J.	642		756.31
05/26/2018	PC	06/01/2018	25784	MCGHEE, ROBERT R.	663		1,199.94
05/26/2018	PC	06/01/2018	25785	CRANDELL, ZACKARY R.	691		642.39
05/26/2018	PC	06/01/2018	25786	FERGUSON, ROYCE L.	693		751.42
05/26/2018	PC	06/01/2018	25787	BOSS, SHERRY M.	695		767.91
05/26/2018	PC	06/01/2018	25788	SAYWARD, MADISON E.	696		754.96
05/26/2018	PC	06/01/2018	25789	ROSENTHAL, GABRIEL M	698		493.96
05/26/2018	PC	06/01/2018	25790	KNORR, KENT J.	700		1,958.07
05/26/2018	PC	06/01/2018	25791	STEBE, LAURA A.	703		92.35

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/26/2018	PC	06/01/2018	25792	MILAN, JANE E.	711		155.84
05/26/2018	PC	06/01/2018	25793	ANZELL, BETH A.	712		751.09
05/26/2018	PC	06/01/2018	25794	MILAN, BAC P.	740		121.91
05/26/2018	PC	06/01/2018	25795	KLOOSTER, PATRICK H.	743		1,465.01
05/26/2018	PC	06/01/2018	25796	EVANS JR, HALBERT K.	744		667.30
05/26/2018	PC	06/01/2018	25797	KLINGER, LUCAS D.	745		608.59
05/26/2018	PC	06/01/2018	25798	GREENE, GLORIA C.	746		482.52
05/26/2018	PC	06/01/2018	25799	DAVIS, LEAH R.	748		482.52
05/26/2018	PC	06/01/2018	25800	TELGENHOF, WILL G.	749		564.33
05/26/2018	PC	06/01/2018	25801	GREYERBIEHL, KELLY M.	757		420.12
05/26/2018	PC	06/01/2018	25802	BOSS, BEAU J.	788		156.37
05/26/2018	PC	06/01/2018	25803	KIRINOVIC, THOMAS F.	790		467.52
05/26/2018	PC	06/01/2018	25804	DUTCHER, ROBERT G.	794		339.19
05/26/2018	PC	06/01/2018	25805	HEID, THOMAS J.	802		1,317.16
05/26/2018	PC	06/01/2018	25806	LEESE, ALAN K.	835		453.38
05/26/2018	PC	06/01/2018	25807	HART, DAVID R.	836		19.40
05/26/2018	PC	06/01/2018	25808	GRUNCH, RONALD J.	844		332.88
05/26/2018	PC	06/01/2018	25809	DAVIS, RONALD L.	853		310.68
05/26/2018	PC	06/01/2018	25810	FAIRCHILD, GALEN W.	855		354.55
05/26/2018	PC	06/01/2018	25811	MASSON, DONALD J.	861		524.07
05/26/2018	PC	06/01/2018	25812	KUSINA, DENNIS W.	862		360.77
05/26/2018	PC	06/01/2018	25813	LABLANCE, MAUREEN J.	863		303.25
05/26/2018	PC	06/01/2018	25814	LIVINGSTON, BRIAN D.	866		1,142.90
05/26/2018	PC	06/01/2018	25815	VANLOO, JOSEPH G.	902		736.61
05/26/2018	PC	06/01/2018	25816	WYMAN, MATTHEW A.	927		1,547.68
05/26/2018	PC	06/01/2018	25817	BOSS, RYDER S.	932		146.73
05/26/2018	PC	06/01/2018	25818	MILLER, WILLIAM S.	933		1,526.05
05/26/2018	PC	06/01/2018	25819	DOUGLAS, MARK	935		753.30
05/26/2018	PC	06/01/2018	25820	HASTINGS, MICHAEL A.	937		289.15
05/26/2018	PC	06/01/2018	25821	PRIOR, ERIN C.	938		211.82
05/26/2018	PC	06/01/2018	25822	TRAVERS, MANUEL J.	1010		1,846.04
05/26/2018	PC	06/01/2018	25823	STEVENS, JEFFREY W.	1028		759.16
05/26/2018	PC	06/01/2018	25824	RILEY, CASEY W.	1052		379.72
05/26/2018	PC	06/01/2018	25825	JONES, LARRY M.	1057		728.73
05/26/2018	PC	06/01/2018	25826	FLORE, ROBERT A.	1058		387.50
05/26/2018	PC	06/01/2018	25827	WILLSON, BRENDA R.	1059		1,679.27
05/26/2018	PC	06/01/2018	25828	BEAN, PETER J.	1060		960.42
05/26/2018	PC	06/01/2018	25829	RILEY, REBECCA J.	1063		209.47
05/26/2018	PC	06/01/2018	25830	ERWIN, RACHELLE L.	1066		551.35
05/26/2018	PC	06/01/2018	25831	MCMULLEN, DONALD R.	1067		3,110.08
05/26/2018	PC	06/01/2018	25832	SILVA, JESSE L.A.	1073		773.10
05/26/2018	PC	06/01/2018	25833	NEWINGTON, BENJAMIN	1084		178.39
05/26/2018	PC	06/01/2018	25834	RILEY, DANIEL A.	1102		722.62
05/26/2018	PC	06/01/2018	25835	WHEELER, MICHAEL W.	1103		1,347.53
05/26/2018	PC	06/01/2018	25836	SNYDER, CORY G.	1104		140.19
05/26/2018	PC	06/01/2018	25837	PEARSALL, KRISTA M.	1105		269.23
05/26/2018	PC	06/01/2018	25838	DRAKE, WILLIAM F.	1106		558.99
05/26/2018	PC	06/01/2018	25839	JOHNSON, MELISSA A.	1107		505.20
05/26/2018	PC	06/01/2018	123693	GERBER, SAMUEL A.	147		55.41
05/26/2018	PC	06/01/2018	123694	WHITLEY, ANDREW T.	522		1,687.37
05/26/2018	PC	06/01/2018	123695	MORRISON, KEVIN P.	601		1,051.86
05/26/2018	PC	06/01/2018	123696	JOHNSON, STEVEN P.	617		1,196.12
05/26/2018	PC	06/01/2018	123697	BISHAW, JAMES H.	633		683.03
05/26/2018	PC	06/01/2018	123698	ZIPP, BRANDON M.	697		327.31
05/26/2018	PC	06/01/2018	123699	BOSS JR, DALE E.	701		189.78
05/26/2018	PC	06/01/2018	123700	KLINGER, BRADLEY W.	747		564.33
05/26/2018	PC	06/01/2018	123701	HOLM, ARTHUR R.	791		166.79

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/26/2018	PC	06/01/2018	123702	GILL, DAVID R.	856		1,228.25
05/26/2018	PC	06/01/2018	123703	STANLEY, MARK J.	867		137.14
Grand Totals:			116				111,130.76



Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/26/2018	06/01/2018	123704	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	558.84
05/26/2018	06/01/2018	123705	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	158.28
05/26/2018	06/01/2018	123705	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	345.60
05/26/2018	06/01/2018	123706	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
05/26/2018	06/01/2018	123707	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/26/2	52.00
05/26/2018	06/01/2018	123708	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,160.77
05/26/2018	06/01/2018	123709	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
05/26/2018	06/01/2018	123710	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	548.50
05/26/2018	06/01/2018	123711	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	679.30
05/26/2018	06/01/2018	123712	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 5	201.00
05/26/2018	06/01/2018	123713	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,720.48
Grand Totals:		11				5,594.77

Xm

Check Number	Payee	Amount
06/05/2018		
123589	ALL-PHASE ELECTRIC SUPPLY CO.	400.48
123590	ARCADIA BENEFITS GROUP INC	25.00
123591	ARNOLD, KIM	2.18
123592	AT YOUR SERVICE PLUS INC	115.00
123593	AT&T	582.73
123594	AVFUEL CORPORATION	2,300.18
123595	B & L SOUND INC	440.91
123596	BELL EQUIPMENT COMPANY	273.94
123597	BOYNE IRRIGATION	80.00
123598	BRADFORD'S	5.25
123599	BROWN, ROBERT	15.00
123600	CAMPBELL, LARRY	21.18
123601	CCI SOUTH LLC	52.50
123602	CCP INDUSTRIES INC	286.26
123603	CDW GOVERNMENT INC.	181.92
123604	CENTRAL DRUG STORE	19.88
123605	CHARLEVOIX AGENCY	462.56
123606	CHARLEVOIX TOWNSHIP	15.00
123607	CURREY FARMS LLC	5.00
123608	DAMAN, VICKIE	61.74
123609	DCASSESSING SERVICES	4,371.08
123610	DELL MARKETING L P	1,288.57
123611	DeROSIA, PATRICIA E.	50.00
123612	DHASELEER, CARL	35.00
123613	DOAN, GERARD P.	341.84
123614	DOTSON, LINDSEY J.	760.75
123615	E-CONOLIGHT	74.99
123616	EJ USA INC.	989.25
123617	ELLIOTT, PATRICK M.	50.00
123618	ELLSWORTH FARMER'S EXCHANGE	158.00
123619	EMERGENCY MEDICAL PRODUCTS I	390.27
123620	EMILY PANTERA CONSULTING	2,700.00
123621	FASTENAL COMPANY	138.63
123622	FEBEY, RICHARD	3.40
123623	GBS INC.	301.89
123624	GINOP SALES INC	324.85
123625	GOLDING, JOYCE M.	113.05
123626	GRAINGER	762.31
123627	GRAND TRAVERSE DIESEL INC.	178.40
123628	GREENVIEW DATA INC	3.12
123629	GSK ENTERPRISES LLC	300.00
123630	HAGGARD'S INC	541.10
123631	HANKINS, SCOTT A.	50.00
123632	HARRELL'S	1,698.00
123633	HEID, THOMAS J.	50.00
123634	HEIDER, MICHAEL	62.83
123635	HEYDLAUFF, MARK L	50.00
123636	HOGARTH'S PEST CONTROL INC.	225.00

Check Number	Payee	Amount
123637	HOLIDAY COMPANIES	6,652.61
123638	HYDE SERVICES LLC	2,031.34
123639	JESS CONSTRUCTION CO. INC.	8,473.00
123640	KENDALL ELECTRIC INC.	129.27
123641	KLOOSTER, ALIDA K.	50.00
123642	KLOOSTER, PATRICK H	50.00
123643	KNORR, KENT	50.00
123644	KOORSEN FIRE & SECURITY	300.00
123645	KSS ENTERPRISES	1,122.06
123646	LOTTIE'S BAGELS	43.00
123647	MACGREGOR PLUMBING & HEATING	1,631.39
123648	MAYER, SHELLEY L.	301.63
123649	McGINN, KELLY A.	50.00
123650	MCMASTER-CARR	826.30
123651	MCMULLEN, DONALD R	205.74
123652	METAL HEAD WELDING LLC	1,502.50
123653	MICHIGAN MUNICIPAL LEAGUE	1,758.00
123654	MICHIGAN MUNICIPAL LEAGUE	80.20
123655	MICHIGAN WATER ENV ASSOC	140.00
123656	MIDSTATE SECURITY	2,504.20
123657	MILLER, WILLIAM S.	50.00
123658	MODERN MARKETING	149.11
123659	MUNSON HEALTHCARE CHARLEVOIX	55.40
123660	NORTH COUNTRY POWER GENERATI	545.00
123661	OHM ADVISORS	19,990.00
123662	OUDBIER INSTRUMENT CO	857.00
123663	PEARSALL, MICHAEL	450.00
123664	PHYSICIAN'S CLINIC OF CHARLEVOIX	115.00
123665	POWER LINE SUPPLY	72.00
123666	PREIN & NEWHOF	59,471.44
123667	PRO IMAGE DESIGN INC	2,599.21
123668	PRO WEB MARKETING LLC	318.75
123669	PRODUCTIVITY PLUS ACCOUNT	813.32
123670	PURITY CYLINDER GASES INC	103.03
123671	R & R PRODUCTS INC	546.60
123672	RECORD AUTOMATIC DOORS INC	356.00
123673	RESIDEX LLC	1,504.33
123674	SITE ONE LANDSCAPE SUPPLY	74.75
123675	SNAP-ON	45.00
123676	SPARTAN DISTRIBUTORS INC	430.87
123677	SPRINGFIELD INC.	1,294.00
123678	STRYKER SALES CORPORATION	114.51
123679	SWANK MOTION PICTURES	665.00
123680	SWEM, DONALD L.	50.00
123681	THE TROPHY CASE	15.00
123682	TOP LINE	1,352.65
123683	TRAVERS, MANUEL J.	50.00
123684	UNIFIRST CORPORATION	505.81
123685	UNITED STATES PLASTIC CORP.	221.42

Check Number	Payee	Amount
123686	UP NORTH PROPERTY SERVICES LL	2,117.00
123687	USA BLUE BOOK	1,026.64
123688	VAN'S BUSINESS MACHINES	24.50
123689	VILLAGE GRAPHICS INC.	789.71
123690	WORK & PLAY SHOP	513.85
123691	WURST, RANDALL W.	50.00
123692	WYMAN, MATTHEW A.	50.00
Total 06/05/2018:		146,647.18
Grand Totals:		146,647.18

Check Number	Payee	Amount
05/21/2018		
52118001	MICHIGAN PUBLIC POWER AGENCY	<u>29,557.10</u>
Total 05/21/2018:		<u>29,557.10</u>
Grand Totals:		<u><u>29,557.10</u></u>

Check Number	Payee	Amount
05/25/2018		
52518001	MICHIGAN PUBLIC POWER AGENCY	169,238.31
Total 05/25/2018:		169,238.31
Grand Totals:		169,238.31

Check Number	Payee	Amount
05/29/2018		
52918001	MICHIGAN PUBLIC POWER AGENCY	13,035.40
Total 05/29/2018:		13,035.40
Grand Totals:		13,035.40

Check Issue Date	Check Number	Payee	Amount
60118001			
06/01/2018	60118001	**EFTPS* Payroll Taxes	10,015.73
06/01/2018	60118001	**EFTPS* Payroll Taxes	10,015.73
06/01/2018	60118001	**EFTPS* Payroll Taxes	2,342.49
06/01/2018	60118001	**EFTPS* Payroll Taxes	2,342.49
06/01/2018	60118001	**EFTPS* Payroll Taxes	12,577.05
Total 60118001:			
	5		37,293.49
60118002			
06/01/2018	60118002	Alerus Financial	400.00
Total 60118002:			
	1		400.00
60118003			
06/01/2018	60118003	STATE OF MICHIGAN	5,775.58
Total 60118003:			
	1		5,775.58
60118004			
06/01/2018	60118004	Vantagepoint - 401 Plan 109153	742.50
Total 60118004:			
	1		742.50
60118005			
06/01/2018	60118005	Vantagepoint - 457 Plan 300959	5,603.59
06/01/2018	60118005	Vantagepoint - 457 Plan 300959	973.48
06/01/2018	60118005	Vantagepoint - 457 Plan 300959	2,020.14
06/01/2018	60118005	Vantagepoint - 457 Plan 300959	5,648.13
Total 60118005:			
	4		14,245.34
60118006			
06/01/2018	60118006	Vantagepoint - Roth IRA 706117	1,186.53
Total 60118006:			
	1		1,186.53
Grand Totals:			
	13		59,643.44



Check Number	Payee	Amount
06/05/2018		
3070	CHARLEVOIX COUNTY TREASURER	23.83
3071	CHARLEVOIX DISTRICT LIBRARY	5.66
3072	CHARLEVOIX PUBLIC SCHOOLS	4.90
3073	CHARLEVOIX PUBLIC SCHOOLS	2.06
3074	CHARLEVOIX PUBLIC SCHOOLS	.41
3075	CHARLEVOIX PUBLIC SCHOOLS	.41
3076	CITY OF CHARLEVOIX - TAXES DUE	14.90
3077	RECREATIONAL AUTHORITY	1.06
Total 06/05/2018:		53.23
Grand Totals:		53.23

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Little Libraries Project

DATE: June 4, 2018

PRESENTED BY: Alexandria Snabes, Girl Scout

BACKGROUND:

Alex is working to complete her Gold Award in the Girl Scouts and would like to create three "little libraries" in City parks as her project. She had detailed her plans in the attachment.

RECOMMENDATION:

Motion to approve the Gold Award Project of Alexandria Snabes and authorize City Staff to assist with relevant arrangements

ATTACHMENTS:

- ▢ Little Libraries Project Outline

Project Plan
Alexandria Snabes
Charlevoix Little Library Gold Project

My name is Alexandria Snabes and I have been a Charlevoix Girl Scout for 13 years. I am currently a graduating senior and am trying to accomplish my Gold Award, which is equivalent to the Boy Scout's Eagle Award, before the I leave for college in August. The City has been wonderful to work with in the past and approved my Bronze Award project in Bridge Park (peace pole). I am hoping that City Council will approve my current project so that I may earn my Gold Award.

Summary of the Project:

What it is:

I would like to build 3 "Charlevoix Little Libraries" at the three major public beaches: Michigan Beach, Depot Beach, and Ferry Beach. They will contain both children and adult books, and will have a sign that reads "Please take a book and leave a book" or something of that nature.

Why we need it:

Although our local library is beautiful, some visitors may not want to get a library card they will only be using it once or check out a book. And, they would have to leave the beach and walk or drive to the library to access the books, which may be more inconvenient. By placing these libraries at the beaches, it creates a visitor-friendly and accessible option for those who are looking for a good book to read while enjoying the beautiful beaches. I strongly believe in literacy and the knowledge, power and enjoyment that comes from reading. I also want to ensure that everyone has access to books so that they may spend time reading, even when they are at the park or the beach.

How will it be built:

It will be built with a four-foot tall wooden beam cemented into the ground, with a wooden miniature house-like structure on top of it. I have included a drawing. The plan is to make these as weather-proof as possible and cover them during the winter months.

Where will they go:

They will be built at the three major public beaches: Michigan Beach (on the grassy area near the playground), Depot Beach (on the grassy area near the pavilion and playground), and Ferry Beach (on the grassy area near the playground). I am very willing to work with the City to arrive at a final agreeable location.

How will it be funded:

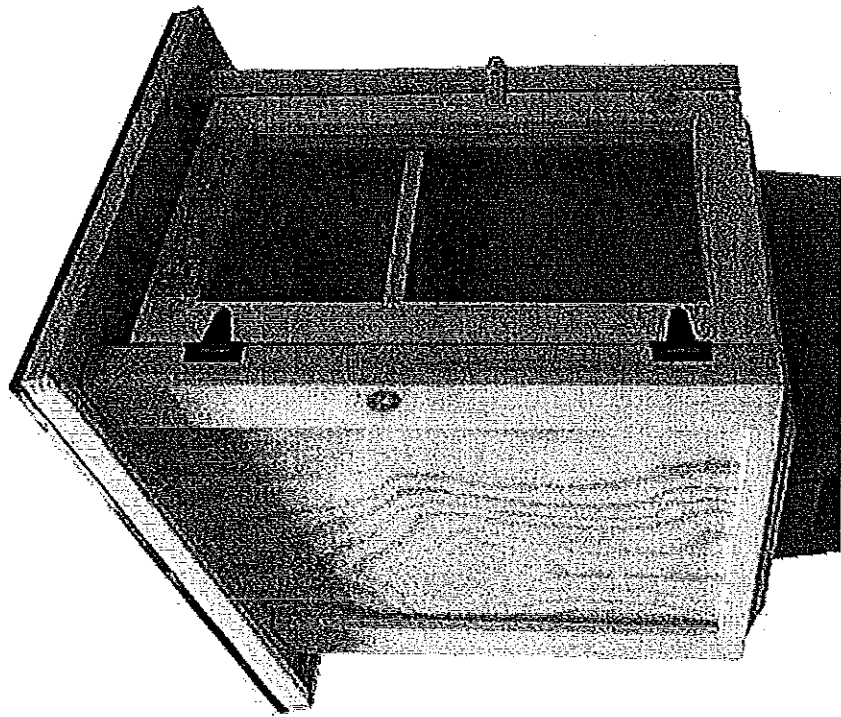
This will be at no cost to the City. I will be getting many things donated to me including the wood, books, polyurethane, cement, etc... Any other materials will be funded by a bake sale that I will be holding in June/July.

How will it be sustainable:

The City will not have to maintain anything. The local Z Club members at the high school will check on the libraries about every 6 months to ensure they are fully stocked, contain appropriate books and are in good condition. If they need more books, they will use the extra books that I will have collected through book drives. If the Z Club ever disbands or doesn't want to take on the responsibility of the libraries anymore, the local Zonta club has expressed its excitement and for the project and has said they will be more than happy to help maintain it.

Thank you for your consideration.

Alexandria Snabes
231-547-7347
5.21.18



CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Peppervine Place Development

DATE: June 4, 2018

PRESENTED BY: Larry Sullivan, Zoning Consultant

BACKGROUND:

In January, developers of a piece of property on Division Street appeared before the Planning Commission requesting approval for a Site Condominium to construct a 21-unit, single-family medium density housing development. The Planning Commission recommended approval of the project with five stipulations (as noted in the Minutes). With those stipulations now having been met, the project comes to City Council for final approval. The Project Overview has been prepared to guide Council consideration.

RECOMMENDATION:

Motion to approve the Peppervine Place Site Condominium with the following stipulations:

- Provision of a landscaping plan which fully complies with the Landscaping Section of the Zoning Ordinance (Section 5.81 (5)).
- Dimensions being provided on the site plans showing the setbacks for each development envelope with the Peppervine Project.
- Approval of the Condominium Documents by the City Attorney.
- Establishment of an escrow account to ensure that all items being proposed to be constructed are constructed in accord with the plans and all landscaping elements are planted in compliance with the Zoning Ordinance requirements. If City Staff deem it prudent to require an escrow account be established, said account shall be established and funded at the level determined as appropriate to protect the City's interest and ensure that the project is constructed as proposed.

ATTACHMENTS:

- ❑ Peppervine Project Overview
- ❑ Property Plans
- ❑ Peppervine Draft Master Deed
- ❑ Peppervine Draft Bylaws
- ❑ Independent Review of Peppervine Plans
- ❑ Peppervine Response Letter
- ❑ January 8, 2018 Planning Commission Minutes



CITY COUNCIL AGENDA ITEM

AGENDA TITLE:	<u>Final Site Condominium Development Plan Review: (Peppervine)</u>
PUBLIC MEETING DATE:	June 4, 2018 6:00PM

EXHIBITS:	1. Site Plan Review application. 2. Site Plan provided by applicant. 3. Master Deed and Bylaws 4. City of Charlevoix Zoning Ordinance. 5. City of Charlevoix Parcel Division Ordinance 6. Planning Commission Recommendation 7. Review from Fire Chief, Electrical Department and Department of Public Works Staff 8. Review Letter from Prein&Newhof
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I. GENERAL INFORMATION:

Applicant:	James Malewitz, Performance Engineers Inc.
Property Owner:	Carol Amick Stimpson Revocable Trust
Requested Action:	Final Site Condominium Development Plan Review for a 21 unit Single Family Residential Site Condominium Development
Zoning:	R-2, Residential Medium Density
Project Location:	602 Division Street
Tax Parcel #'s	15-052-123-054-10
Project Site Size:	4.618 acres (201,160 square feet).
Existing Land Use:	This parcel is currently vacant.
Current Use of Property:	Land is not currently used for any purpose.
Adjacent Land Uses:	The property to the east and west are occupied by single family dwellings. The property to the north (across Division Street) is occupied in part by single family dwellings and in part by the Charlevoix Elementary School. The property located directly to

the south is occupied by the American House, an assisted senior living facility. The property to the north is in Charlevoix Township while the properties in all other directions are located within the Charlevoix City limits.

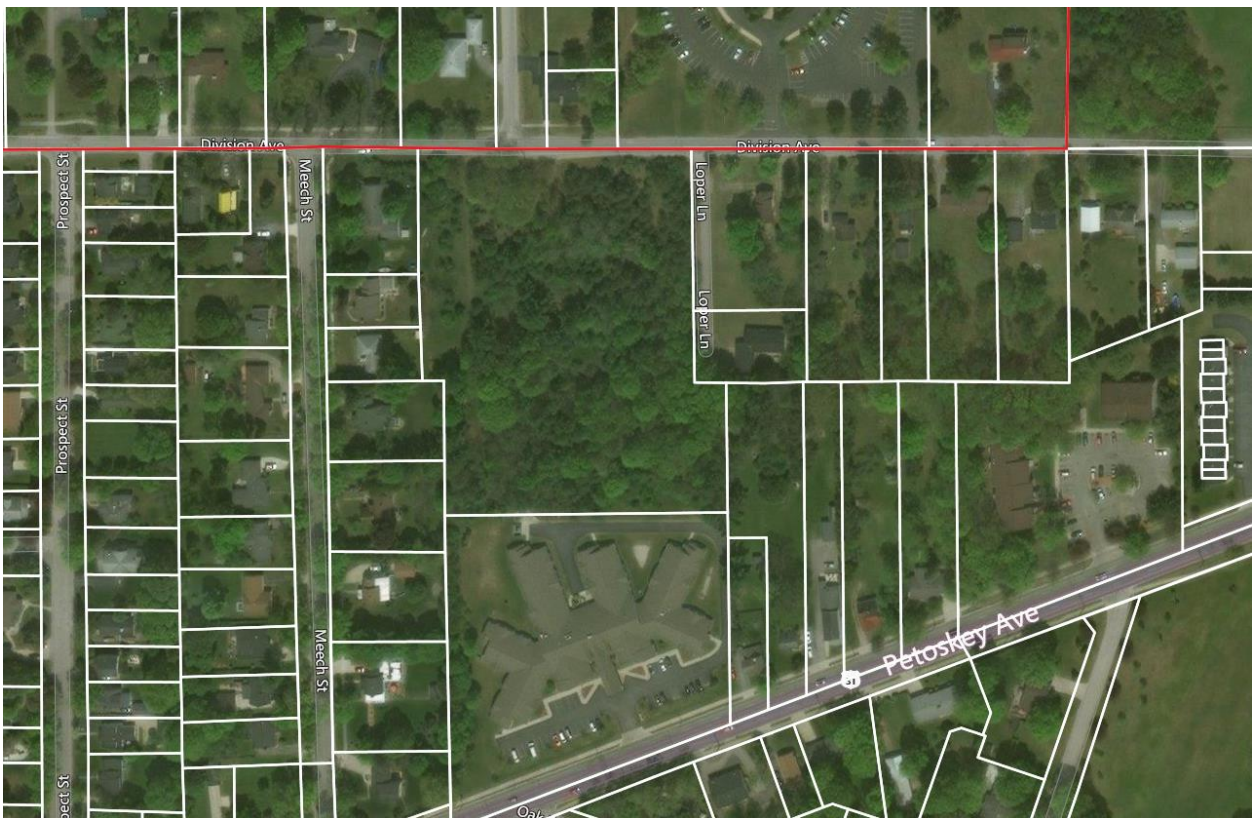
Adjacent Zoning:

The property on both the east and west sides are zoned R-1 Residential. The property located to the south is zoned R-4, Residential Planned High Density. The property to the north is located in Charlevoix Township and is zoned R-1, One-Family Dwelling District.

PROJECT DESCRIPTION/LOCATION:

The applicant is requesting approval of a site plan to allow for the development of 21 single family home sites. All of the sites exceed the minimum lot area requirement of 6,000 square feet as well as meeting the minimum lot width and depth requirements. Since this is not being proposed as a subdivision under the Subdivision Control Act, now known as the Michigan Land Division Act, the property is being proposed to be developed under the Condominium Act which provides for a shorter time frame for review and approval, it does require additional information to be provided which will be addressed shortly.

Aerial photo from 2016.



Source: Charlevoix County Website, property boundary lines are approximate.

MASTER PLAN CONSIDERATIONS: Please note that Site Plan Review is not based on consistency with the City Master Plan, this section is included only for general reference.

The 2016, Charlevoix Master Plan Future Land Use Map portrays this property as being used for Single Family-Medium Density usage which coincides with the uses currently being proposed for the property. The properties to the east and west are envisioned to be single family low density residential. The property immediately to the south is planned for uses as Multi Family Residential/Condominiums with the property to the north (located in Charlevoix Township) proposed as single family residential.

While the City of Charlevoix Zoning Ordinance treats Site Condominiums somewhat differently than typical site plans, I have chosen to follow the checklist for what is required in a typical site plan to both provide assistance to myself in reviewing the application as well as to follow a format similar to what the Planning Commission has seen with other development projects in the City in the recent past.

II. SITE PLAN REQUIREMENTS:

The Zoning Ordinance grants the authority to the Zoning Administrator to waive portions of the information that is typically required in a site plan by the Zoning Ordinance. The table below, Section 5.119 (1) indicates what items the Zoning Ordinance requires in site plans that are submitted, what items the Zoning Administrator has waived from being submitted and what items have not been waived but are missing from the submitted site plan. The key for the responses on the right-hand side of the Table 5.119(1) are noted below.

X	Information Provided on Site Plan
SA	See Attached Information
PI	Partial Information Provided on Site Plan
NA	Not Applicable, Requirement Waived by Zoning Administrator
M	Missing
C	Staff has concerns regarding these items

5.115. Submittal Requirements

(1) Required Content. Each site plan submitted shall contain the information detailed in Table 5.119(1), as applicable:

Table 5.119(1): Required Site Plan Content

<u>Required Information</u>	<u>Level “B”</u>
------------------------------------	-------------------------

General Information

<u>Date, north arrow and scale</u>	<u>X</u>
<u>Name and firm address of the professional individual responsible for preparing the site plan</u>	<u>X</u>

Name and address of the property owner or petitioner	X
Location sketch	X
Legal description of the subject property	X
Size of subject property in acres or square feet	X
Boundary survey	X
Preparer's professional seal	X
Revision block (month, day and year)	X

Existing Conditions

Existing zoning classification of subject property	X
Property lines and required setbacks (dimensioned)	PI - a
Location, width and purpose of all existing easements	X
Location and dimension of all existing structures on the subject property	NA
Location of all existing driveways, parking areas and total number of existing parking spaces on subject property	NA
Abutting street right-of-way width	X
Location of all existing structures, driveways and parking areas within three hundred (300) feet of the subject property's boundary	PI - b
Existing water bodies (rivers, creeks, wetlands, etc.)	NA
Existing landscaping and vegetation on the subject property	PI - c
Size and location of existing utilities	PI - e
Location of all existing surface water drainage facilities	M

Proposed Development

Location and dimensions of all proposed buildings	NA
Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided) and unloading areas	NA
Setbacks for all buildings and structures	X
Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use	M
Flood plain areas and basement and finished floor elevations of all buildings	NA
Landscape plan (showing location of proposed materials, size and type)	M
Layout and typical dimensions of proposed parcels and lots	X
Number of proposed dwelling units (by type), including typical floor plans for each type of unit	NA
Number and location (by code, if necessary) of efficiency and one, two and three or more-bedroom units	NA
All deed restrictions or covenants	X
Brief narrative description of the project including proposed use, existing floor area (sq. ft.), size of proposed expansion (sq. ft.) and	

any change in the number of parking spaces	X
--	---

Engineering

Proposed method of handling sanitary sewage and providing potable water	C
Location and size of proposed utilities, including connections to public sewer and water supply systems and/or size and location of on-site systems	C
Location and spacing of fire hydrants	C
Location and type of all proposed surface water drainage facilities	C
Grading plan at no more than two (2) foot contour intervals	M
Proposed streets (including pavement width, materials and easement or right-of-way dimensions)	C

Building Details

Typical elevation views of all sides of each building	NA
Gross and usable floor area	NA
Elevation views of building additions	NA
Building height	NA

(1) Required content lacking is as follows:

- a Dimensions of setbacks are not included
- b All property, structures, driveways and other required information for property within 300 feet are not shown
- c Some trees that currently exist on the property are shown but not all. Perhaps the trees shown are to be retained?

(2) Information Waiver. Specific requirements of either a Level “A” or “B” site plan may be waived by the Zoning Administrator where it is determined that such information is not applicable to the request. *Staff has chosen to waive the information regarding exact structure dimensions and location on the property as those decisions will be made by future purchasers of the property. The same holds true for the number of bedrooms contained in each dwelling and the location of the driveway locations with the exception of the driveways for parcels 1 and 18 which are required to front on Peppervine, as opposed to Division.*

(3) Additional Reports/Study: The Zoning Administrator or Planning Commission may require additional studies, reports or written opinions from qualified consultants to determine compliance with this ordinance or to ensure negative impacts to public health, safety and welfare are avoided or mitigated. These reports/studies may include, but are not limited to, traffic studies, transportation plans, geotechnical reports, flood hazard evaluations or environmental assessments. The Zoning Administrator or Planning Commission shall have the authority to choose the individual consultant, firm or company. The costs of additional study shall be paid for by the applicant. The Fire Chief (Dan Thorp), Don Swem and Pat Elliot have been requested to provide input on the plans which has been provided on a

number of occasions as the plans have been amended over time. Staff from Prein&Newhof have been asked to provide an outside, independent review and the opinion of the City Attorney has been sought as well. Changes have been made to the earlier plans based upon this input.

Staff has concerns with a number of the required items for the Site Plan Review that are either not shown or insufficient information has been provided. Those items are denoted by the presence of a “C and will be discussed at length below.

III. PLANNING COMMISSION REVIEW OF PRELIMINARY PLANS:

The Zoning Ordinance requires that a Preliminary Site Condominium Plan be reviewed by the Planning Commission prior to being submitted to the City Council for final review and approval. This plan qualifies as a Preliminary Site Condominium Plan for purposes of review by the Planning Commission.

Preliminary development plans shall comply with Section 5.305 (a) of the City Parcel Division Ordinance which is attached to this report.

The Planning Commission shall review the preliminary site condominium development plan in accordance with the standards contained in section 5.306 of the City Parcel Division Ordinance.

Staff contends that the plans submitted comply with items (a) through (h) of Section 5.306 of the Parcel Division Ordinance.

In addition, the standards and conditions contained in Section 5.47 (3) (a) (3) (a) through (e) shall apply.

- a. Staff has provided copies of the proposed site plan to Don Swem in the City Electrical Department, Pat Elliot in the Public Works Department and to Dan Thorp, the Fire Chief and has requested their comment. Concerns that were raised by those Department Heads have been reviewed and addressed by the applicant.*
- b. Each site condominium unit complies with all applicable provisions of the zoning ordinance with the exception of potentially the building heights which will be determined at a later date. If they proposed building exceed the height requirements, zoning permits would not be issued.*
- c. Mr. Elliot contends the street and sidewalk comply with City requirements and he does not believe that curb and gutters along the Peppervine is necessary.*
- d. Public sewer and water are available and as a result, these parcels will be required to connect.*
- e. The Planning Commission may require that portions of the plan, as relevant to the reviewing authority in question, be submitted to the Charlevoix County Drain*

Commissioner, Michigan Department of Natural Resources, Michigan Department of Public Health, and other appropriate city, state and county review and enforcement agencies having direct approval or permitting authority over any aspect of the proposed site condominium development. The plans have been submitted to the Michigan Department of Environmental Quality for their review in order to obtain the necessary permits from that Agency.

The items that staff has concerns with and that are noted with a “C” in Section II of this report are located in the Engineering Component of the Required Site Plan Content and are as follows:

Generic tree planting has been shown on page 3 of the site plan. This does not take into account the additional plantings which are required by the Zoning Ordinance along arterial routes within the City of which Division is one. This language requires deciduous and two coniferous trees to be planted every 50 feet along an arterial street.

Storm water will be addressed by retention basins on the property. The soils at the site are generally porous and as a result, the storm water should be capable of being addressed by the by swales and detention basins on site.

A fire hydrant will be located at the end of Peppervine to serve the needs of this development should the need arise.

IV STAFF RECOMMENDATION

Staff recommends the City Council take action to approve the Site Plan for this project contingent upon the following:

- A. Provision of a landscaping plan which fully complies with the Landscaping Section of the Zoning Ordinance (Section 5.81 (5)).
- B. Dimensions being provided on the site plans showing the setbacks for each development envelope with the Peppervine Project.
- C. Approval of the Condominium Documents by the City Attorney.
- D. Determination as to the need for the establishment of an escrow account to ensure that all items being proposed to be constructed are constructed in accord with the plans and all landscaping elements are planted in compliance with the Zoning Ordinance requirements. If City Staff deem it prudent to require an escrow account be established, said account shall be established and funded at the level determined as appropriate to protect the City’s interest and ensure that the project is constructed as proposed
- E. .

PLAN INDEX	
SH. NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS & GENERAL NOTES
3	EXISTING CONDITIONS & PROPOSED UNIT PLAN
4	ROADWAY PLAN & PROFILE
5	UTILITIES PLAN
6	UTILITIES DETAILS

PEPPERVINE

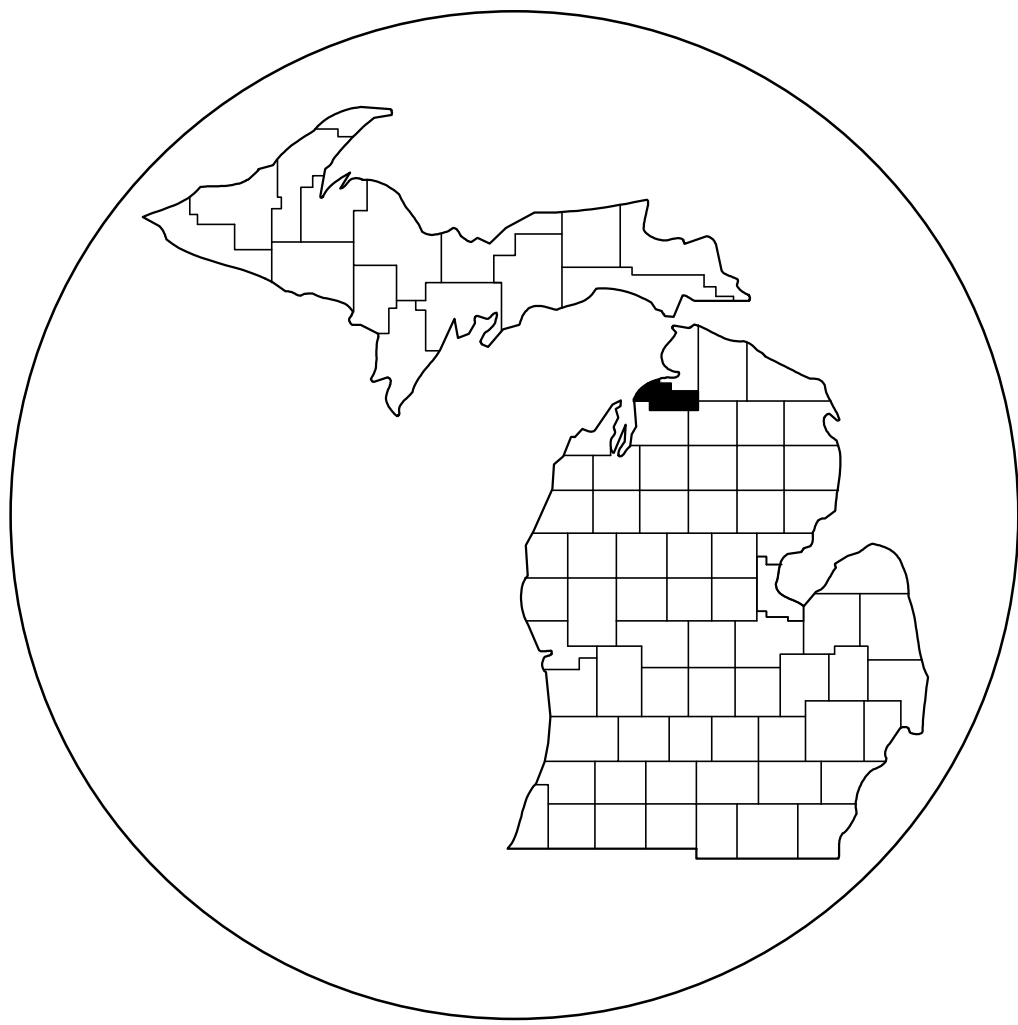
SECTION 23, T34N, R8W
CITY OF CHARLEVOIX
CHARLEVOIX COUNTY
MICHIGAN

PEI JOB NUMBER: 17-5020

GENERAL NOTES

THE DESIGN IS BASED ON THE 2011 AASHTO GUIDE FOR GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AND THE 2001 GUIDELINES FOR GEOMETRIC DESIGN OF VERY LOW-VOLUME LOCAL ROADS.

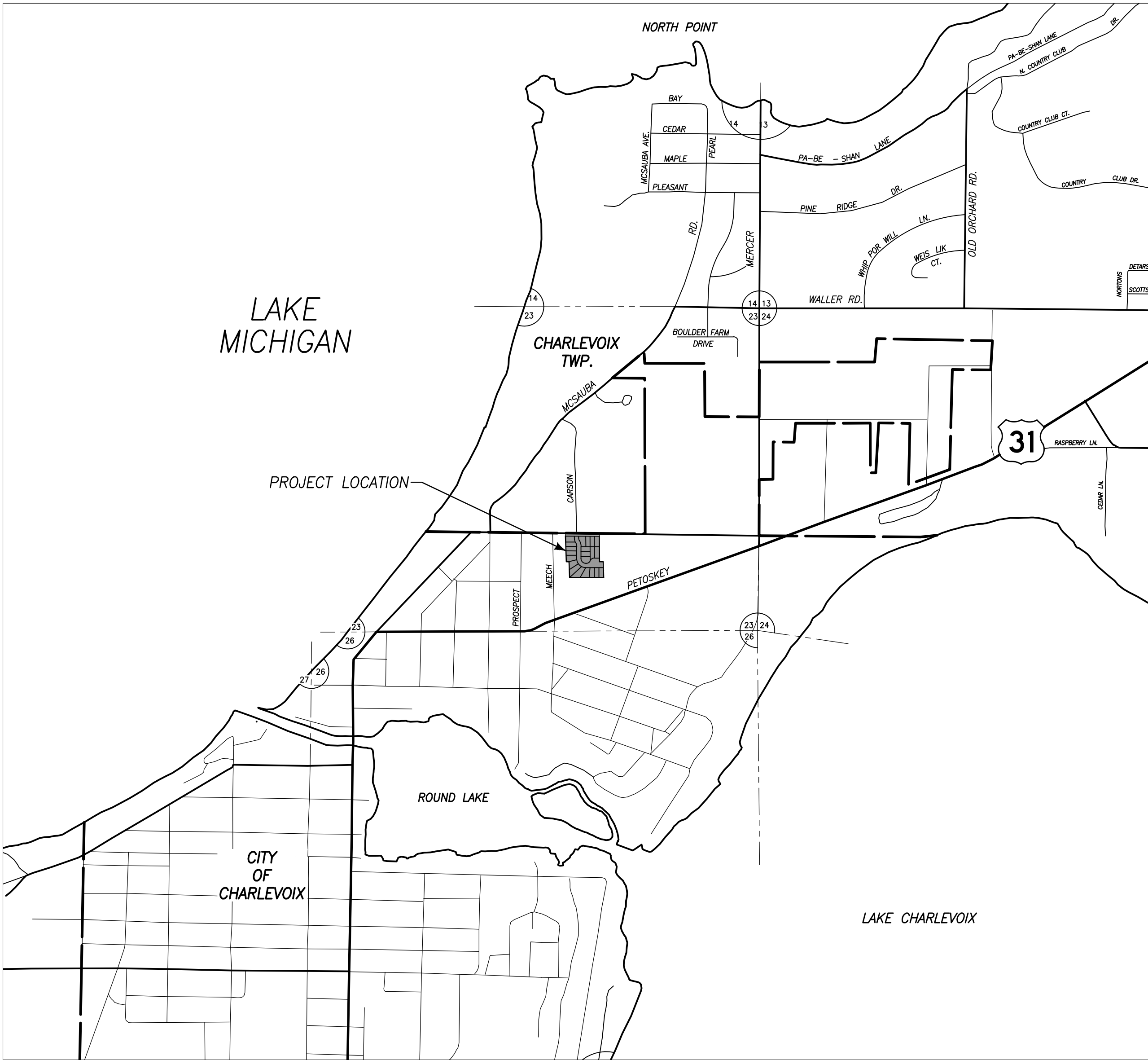
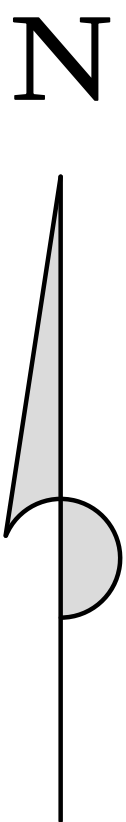
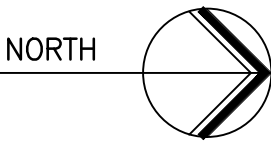
EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED HEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE ACCORDING TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION 2012 EDITION.



COUNTY KEY

TITLE SHEET LEGEND

- PROPOSED PROJECT -----
- EXISTING ROADS
- CITY STREET/COUNTY ROADS-----
- STATE ROUTES -----
- FEDERAL ROUTES -----
- SECTION LINE -----
- CITY, VILLAGE LIMITS -----
- TOWNSHIP LIMITS -----



Know what's below.
Call before you dig.

K:\PROJECTS\5020\DRAWINGS\1-5020TITL.DWG - 1-TITL - PLOTTED 4/30/2018 9:06 AM BY DAN COOK

AUTH	DATE	NO.	DESCRIPTION	AUTH	DATE	NO.	DESCRIPTION
-		0	NOT ISSUED	-		4	NOT ISSUED
-		1	NOT ISSUED	-		5	NOT ISSUED
JBM	2/22/18	2	CITY COMMENTS				
-		3	NOT ISSUED				

DESIGNER
Performance Engineers, Inc.

408 Petoskey Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

OWNER
CAROL AMICK STIMPSON
REVOCABLE TRUST

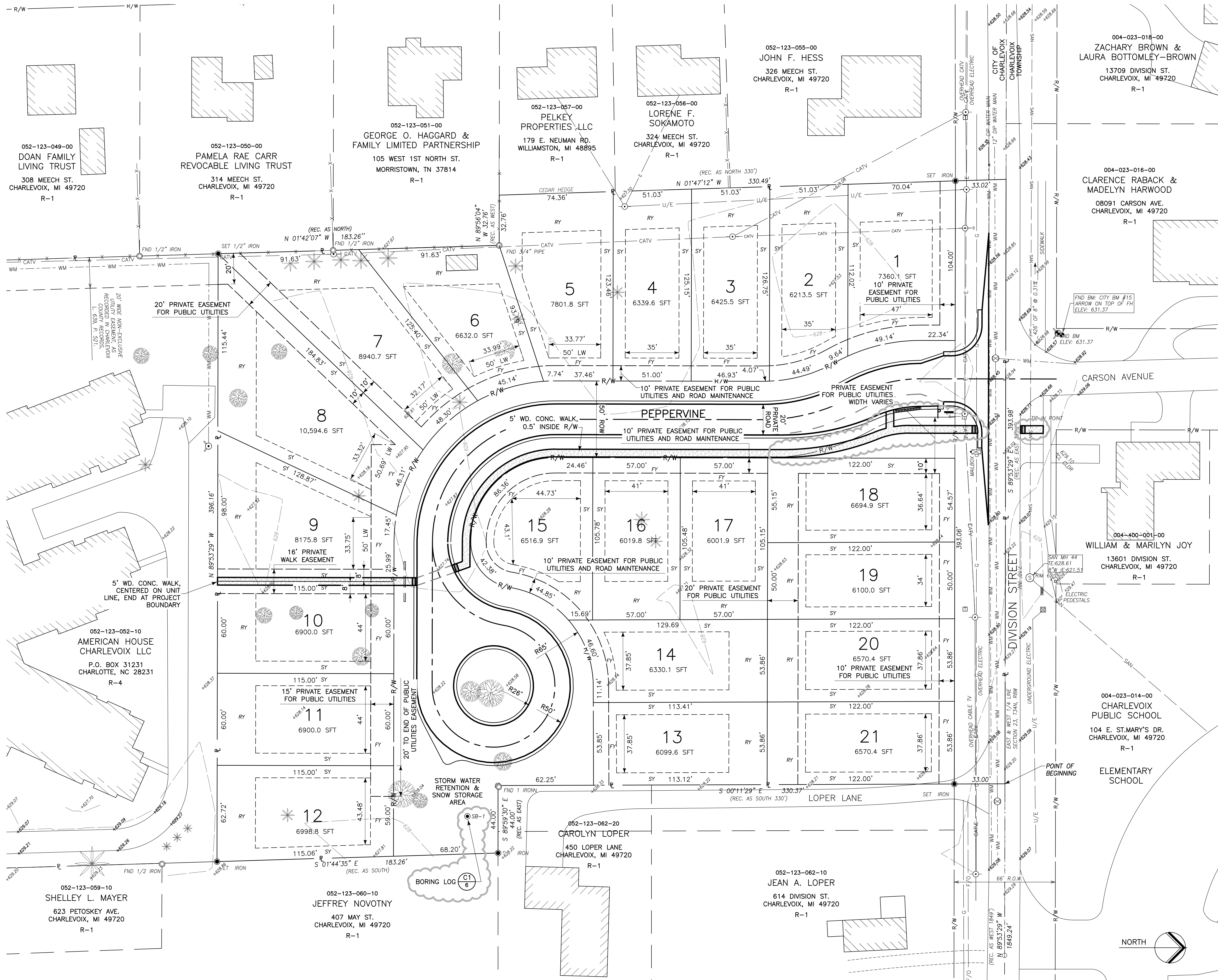
SCALE
NO SCALE

PROJECT
PEPPERVINE
SITE CONDOMINIUM
SECTION 23, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

SHEET
TITLE SHEET

JOB NO.
17-5020
SHEET NO.
1 of 6

[illegible]



SITE/UNIT PLAN

FOR

PEPPERVINE

PART OF THE WEST 1/2 OF THE S.E. 1/4 SECTION 23, TOWN 34 NORTH, RANGE 8 WEST CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

R-2 ZONING DISTRICT

PARCEL SIZE = 4.618 ACRES TAX ID #052-123-054-10

PREPARED FOR:

Carol Amick Stimpson Revoc. Trust

4731 Bonita Bay Blvd, #2001
Donita Springs, FL 34134

L'Ecole Vue

SITE PLAN INFORMATION:

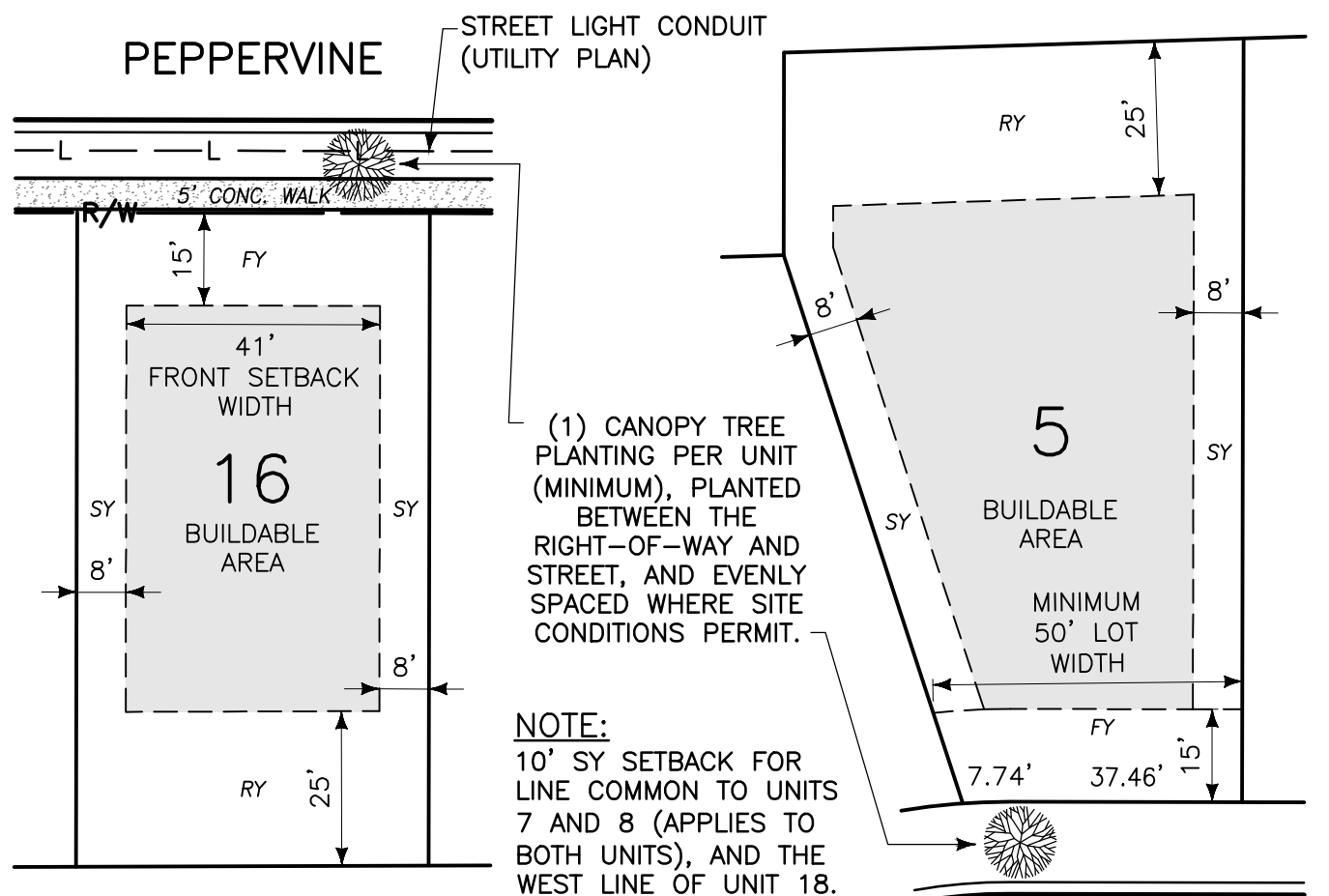
EXISTING ZONING = R-2 (MEDIUM DENSITY)
EXISTING USE = SINGLE FAMILY RESIDENCE.
PROPOSED USE = 21 UNIT SINGLE FAMILY DETACHED HOUSING SITE CONDOMINIUM.
SETBACK REQUIREMENTS:
FRONT YARD (FY) = 15'
REAR YARD (RY) = 25'
SIDE YARD (SY) = 8' MIN.
LOT WIDTH (LW) = 50' MIN. (MEASURED AT INTERSECTION OF FRONT SETBACK LINE WITH SIDE LOT LINES)
LOT WIDTH = 50'
LOT SIZE = MIN. 6000 SFT
LOT COVERAGE = 40%
HOUSE SIZE = 800 SFT (SINGLE STORY)
= 1200 SFT (MULTIPLE STORY)

PEPPERVINE

In the City of Charlevoix, Charlevoix County, Michigan, Commencing at the East quarter corner of Section 23, Township 34 North, Range 8 West, as established by D.C. Nettleton, past Deputy County Surveyor; thence along the East and West quarter line of said section, as established by D.C. Nettleton, North 89°53'29" West 1849.24 feet (recorded as West 1849.00 feet), BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; thence South 00°11'29" East (recorded as South) 33.00 feet to a 1/2" re-rod on the South line of Division Street; thence continuing South 00°11'29" East 297.37 feet (recorded as South 297.00 feet) to a 1" rod; thence South 89°59'30" East (recorded as East) 44.00 feet to a 1/2" re-rod recorded as being 1805 and 7/8 feet West and 330 feet South of said quarter corner; thence South 01°44'35" East (recorded as South) 183.26 feet; thence North 89°53'29" West 396.16 feet; thence North 01°42'07" West (recorded as North) 183.26 feet to a 3/4" pipe; thence North 89°56'04" West (recorded as West) 32.76 feet to a point being 130 feet East of the East line of Meech Street; thence parallel with the East line of said Meech Street, North 01°47'12" West 297.47 feet (recorded as 297 feet) to a 1/2" re-rod on the South line of said Division Street; thence continuing along the last described course, North 01°47'12" West 33.02 feet to said quarter line; thence along said quarter line, South 89°53'29" East 393.98 feet (recorded as East 395.2 feet, more or less) to the point of beginning, being part of the West half of the southeast quarter of Section 23, Township 34 North, Range 8 West and containing 4.618 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SURVEY LEGEND:

- ALL DIMENSIONS ARE IN FEET.
- "Δ" INDICATES NAIL SET.
- "●" SET 1/2" RE-ROD.
- "○" INDICATES IRON/ROD FOUND IN PLACE.
- BEARINGS ARE ON AN ASSUMED BASE.
- CONTOURS AS SHOWN ARE EXISTING GROUND ELEVATIONS. CONTOUR INTERVAL IS 1 FOOT. ELEVATIONS BASED ON CITY OF CHARLEVOIX BENCH MARK LOOP, U.S.G.S. DATUM. SPOT ELEVATIONS SHOWN ARE EXISTING GROUND ELEVATIONS.



TYPICAL UNIT LANDSCAPE AND BUILDABLE AREA

PEPPERVINE

AUTH	DATE	NO.	DESCRIPTION	AUTH	DATE	NO.	DESCRIPTION
JBM	11/13/17	0	CITY REVIEW	AEN	4/3/18	4	NOT ISSUED
JBM	1/08/18	1	CITY COMMENTS	JBM	4/30/18	5	CITY COMMENTS
JBM	2/22/18	2	CITY COMMENTS				
JBM	3/19/18	3	MDEQ SUBMITTAL				

DESIGNER
Performance Engineers, Inc.
406 Petoskey Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0088
www.performanceeng.com

OWNER
CAROL AMICK STIMPSON REVOCABLE TRUST

SCALE
0 30' 60'
1" = 30'

PROJECT
PEPPERVINE SITE CONDOMINIUM
SECTION 23, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

SHEET
EXISTING CONDITION AND PROPOSED UNIT PLAN

JOB NO.
17-5020
SHEET NO.
3 of 6



(D1) INTERSECTION ENLARGED PLAN
1"=10'

- UNITS 19, 20, AND 21 TO HAVE INDIVIDUAL MAILBOXES FACING DIVISION STREET. TO BE ERECTED BY UNIT OWNERS.
- DRIVEWAYS OF UNITS 1 THROUGH 18 MUST ACCESS PEPPERVINE DIVISION STREET.

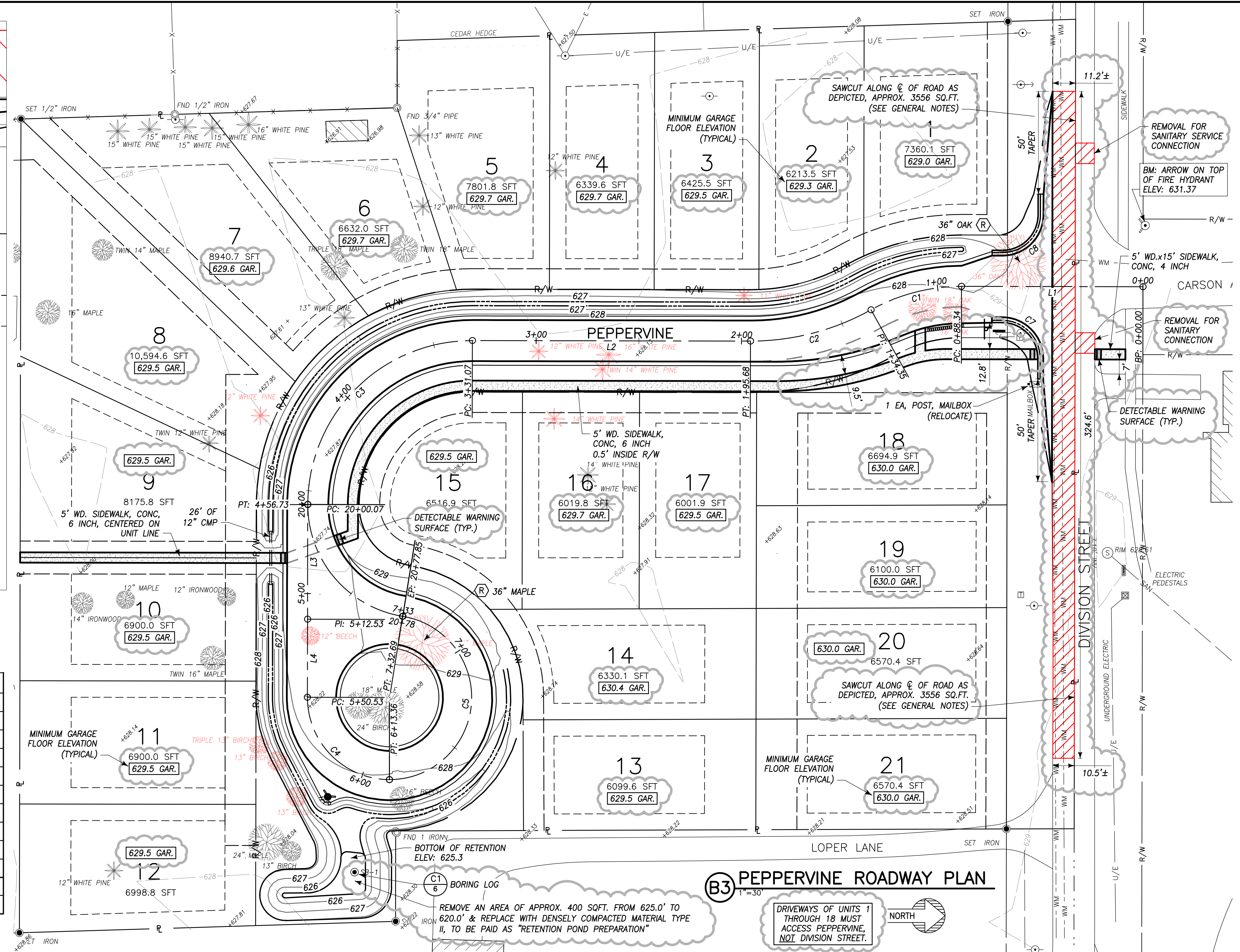
HARD SURFACE

HOUSE/DRIVE $\approx$ 2300 SQ.FT. x 18 =	41,400 SQ.FT.
ROAD PAVEMENT =	<u>+ 19,546 SQ.FT.</u>
	60,946 SQ.FT.
* 1.5" RAIN	<u>x 1.5"/12"</u>
REQUIRED RETENTION:	7,618 CU.FT.
PROVIDED RETENTION:	11,254 CU.FT.

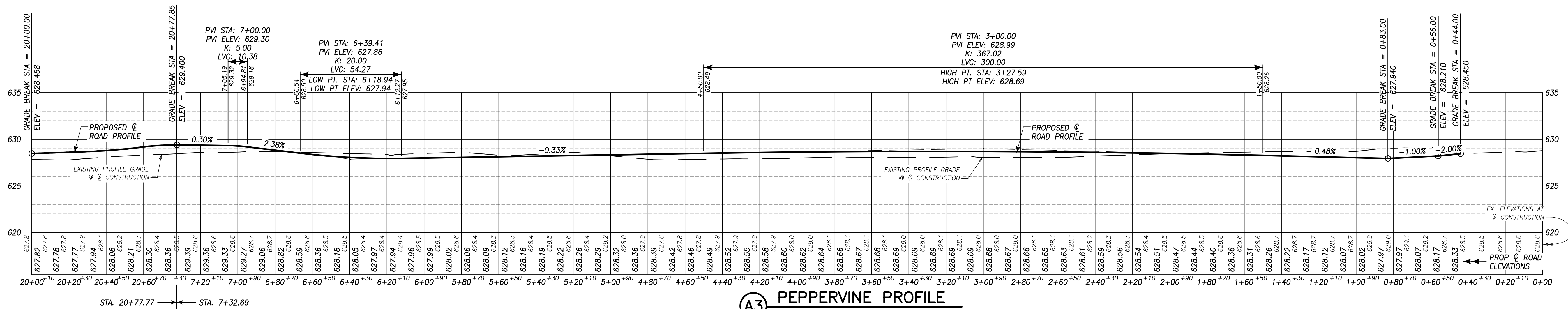
CONTRACTOR SHALL SAW CUT EXISTING ROADWAY AND DRIVE AND MAKE APPROPRIATE PATCHES INCIDENTAL TO THE CONSTRUCTION. CONTRACTOR WILL RECEIVE PAYMENT FOR REPLACEMENT OF ASPHALT/CONCRETE SURFACES RESTORED PER STANDARD ITEMS ESTABLISHED IN BID SUCH AS HMA, 36A

Number	Length	Radius	Line/Chord	Direction	START	NORTHING	START	EASTING	PI	NORTHING	PI	EASTING
L1	88.34'		S0°	06' 31"W	5363.87'		4735.07'					
C1	46.00'	90.00'	S14°	32' 05"E					5252.01'		4734.86'	
C2	61.34'	120.00'	S14°	32' 05"E					5204.11'		4761.61'	
L2	135.39'		S0°	06' 31"W	5172.75'		4761.55'					
C3	125.66'	80.00'	S44°	53' 29"E					4957.37'		4761.14'	
L3	55.79'		S89°	53' 29"E	4957.21'		4841.14'					
L4	38.00'		S89°	53' 29"E	4957.11'		4896.94'					
C4	62.83'	40.00'	N45°	06' 31"E					4956.96'		4974.94'	
C5	119.32'	40.00'	N85°	20' 56"W					5500.45'		4975.97'	
C6	77.69'	55.01'	N49°	39' 04"E					4957.13'		4888.03'	
C7	31.42'	20.00'	N45°	06' 31"E					5315.34'		4749.98'	
C8	31.42'	20.00'	S44°	53' 29"E					5315.40'		4719.98'	

(B2) ALIGNMENT TABLE



TOTAL	UNIT	ITEM
1	EA	CLEARING
1	EA	POST, MAILBOX (RELOCATE)
440	SYD	PAVT, REM
7.5	STA	MACHINE GRADING, MOD.
2400	SYD	AGGREGATE BASE, 6 INCH
360	SYD	SHOULDER, CL II, 3 INCH
214	TON	HMA, 13A
214	TON	HMA, 36A
94	FT	CURB AND GUTTER, CONC, DET C4
20	FT	DETECTABLE WARNING SURFACE
75	SFT	SIDEWALK, CONC, 4 INCH
2664	SFT	SIDEWALK, CONC, 6 INCH
26	FT	CULV, CMP, 12 INCH
2444	SYD	MULCH
2444	SYD	MULCH ANCHORING
177	LB	SEEDING, MIXTURE TDS
2444	SYD	TOPSOIL SURFACE, FURN, 4 INCH
1	EA	MAILBOX ROW, ASSEMBLY
74	CYD	RETENTION POND PREPARATION
1	EA	TYPE R1-1, SIGN ASSEMBLY (30"x30")



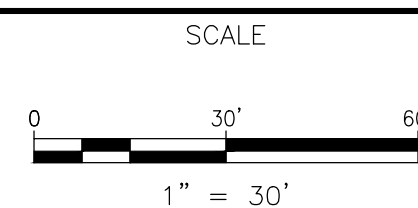
(A3) PEPPERVINE PROFILE

DESIGNER

Performance Engineers, Inc.

406 Potoskey Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

CAROL AMICK STIMPSON
REVOCABLE TRUST



PROJECT
PEPPERVINE
SITE CONDOMINIUM
SECTION 23, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

SHEET
ROADWAY CONSTRUCTION
PLAN AND PROFILE

JOB NO.
17-5020

SHEET NO.
4 of 6

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ). INSTALLATION SHALL BE PERFORMED IN ACCORDANCE WITH AWWA STANDARD C600 FOR THE INSTALLATION OF DUCTILE-IRON WATER MAINS AND THEIR APPURTENANCES AND THE PLANS AND SUPPLEMENTAL SPECIFICATIONS PROVIDED.
- THE CITY OF CHARLEVOIX WILL PROVIDE THE CONTRACTOR WITH REQUIRED MDEQ PERMIT FOR THE WATER MAIN CONSTRUCTION. CONSTRUCTION SHALL NOT BEGIN UNTIL THE PERMIT HAS BEEN OBTAINED.
- ALL NEW WATER MAIN TO BE INSTALLED WITH A MINIMUM 6 FEET OF COVER OVER PIPE UNLESS SHOWN OTHERWISE. IF OBSTRUCTIONS ARE ENCOUNTERED USE 45° ELBOWS TO GO OVER OR UNDER THE OBSTRUCTION, MAINTAINING 6 FOOT MINIMUM COVER. SUCH FITTINGS ARE INCIDENTAL TO THE CONSTRUCTION.
- A MINIMUM HORIZONTAL DISTANCE OF 10' IS TO BE MAINTAINED BETWEEN THE NEW WATER MAIN AND SANITARY AND STORM SEWER LINES. AT SANITARY SEWER/WATER CROSSINGS AND STORM SEWER/WATER CROSSINGS A VERTICAL SEPARATION OF 18" MINIMUM MUST BE MAINTAINED.
- THE PAY ITEM "WATER SERVICE ASSEMBLY" SHALL INCLUDE LIVE TAP OF THE NEW WATER MAIN, CORPORATION STOP, CURB STOP, VALVE BOX, AND COVER MARKED "WATER". THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT ALL VALVE BOXES ARE INSTALLED VERTICAL AND CENTERED OVER THE VALVE.
- THE PAY ITEM "FIRE HYDRANT, ASSEMBLY" SHALL INCLUDE A 6" GATE VALVE & BOX, AND 3' OF 6" DIP CLASS 52 PIPING BETWEEN VALVE & HYDRANT, INCLUDING ADAPTERS, RETAINING GLANDS, JOIN RESTRAINT, ETC. 6" DIP PIPING BETWEEN THE VALVE AND THE MAIN IS PAID PER LINEAL FOOT INSTALLED.
- ALL VALVES ARE TO BE RESILIENT WEDGE GATE VALVES.
- ALL REQUIRED JOINT RESTRAINT AT FITTINGS SHALL BE MADE WITH MEGA LUG OR EQUAL MECHANICAL JOINT RESTRAINTS, NO CONCRETE THRUST BLOCKING WILL BE ALLOWED. PIPE JOINT RESTRAINT FOR BELL AND SPIGOT CONNECTIONS SHALL BE MADE WITH FIELD LOK 350 GASKETS, PER THE DISTANCES INDICATED IN THE DETAIL PROVIDED (THIS SHEET, DETAIL A-5).
- ALL FITTINGS, CONTINUITY STRAPS, PIPE BEDDING MATERIAL, AND BACKFILL IS INCLUDED IN THE UNIT PRICE FOR RELATED ITEMS OF WORK. ALL BEDDING AND BACKFILL MATERIAL SHALL MEET MDOT TYPE II CLASSIFICATION (WITH STONES LESS THAN 3/4"), WHERE EXISTING EXCAVATION SPOILS MEET THIS GRADATION, THEY MAY BE USED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THEIR OWN TAPS ON THE NEW WATER MAIN FOR ALL OF THE SERVICE CONNECTIONS. THE CONTRACTOR IS TO PROVIDING THE EXCAVATION, MATERIALS AND PERSONNEL AND EQUIPMENT SUPPORT FOR THE CITY TO PERFORM ALL LIVE TAP, USING THEIR OWN TAPPING EQUIPMENT ON THE EXISTING LIVE MAIN. SUCH WORK IS INCLUDED IN THE UNIT PRICE FOR RELATED ITEMS OF WORK.
- NO WATER MAIN PIPING WILL BE ACCEPTED BY THE CITY, NOR PUT INTO USE UNTIL ACCEPTABLE HYDROSTATIC TESTING, CHLORINATION, FLUSHING, AND BACTERIOLOGICAL TESTING HAVE BEEN COMPLETED. ALSO NOTE THAT ALL SERVICE TAPS ARE TO BE INSTALLED PRIOR TO TIE IN WITH EXISTING SYSTEM.
- ALL WATER MAIN IS TO BE CLASS 52 DIP.
- ALL NEW WATER MAIN CONSTRUCTION MUST MAINTAIN A MINIMUM OF 10' HORIZONTAL AND 18" VERTICAL ISOLATION FROM ALL SEWER PIPING.
- CONTRACTOR MUST CHECK FOR VERTICAL STRAIGHTNESS OF VALVE BOXES THROUGHOUT THE CONSTRUCTION PROCESS.
- THE PAY ITEM "TAPING SLEEVE & VALVE" INCLUDES THE COST FOR PROVIDING THE EXCAVATION, MATERIALS AND PERSONNEL AND EQUIPMENT SUPPORT FOR THE CITY TO PERFORM A LIVE TAP, USING THEIR OWN TAPPING EQUIPMENT.
- INSULATION IS TO BE FOAMULAR 250, RATED AS R-10 FOR 2" OF INSULATION.

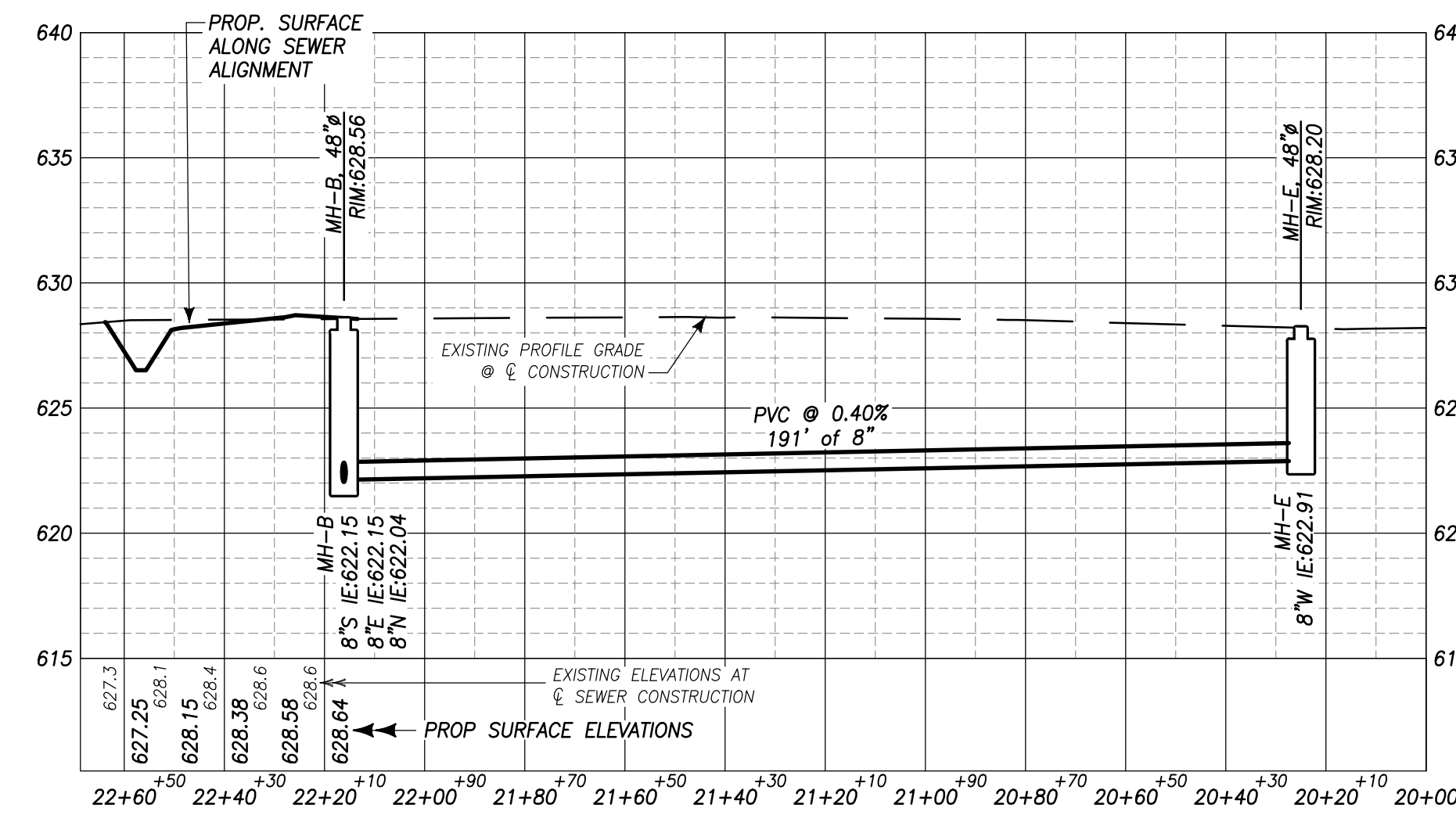
C1 WATER CONSTRUCTION NOTES

D2 SANITARY CONSTRUCTION NOTES

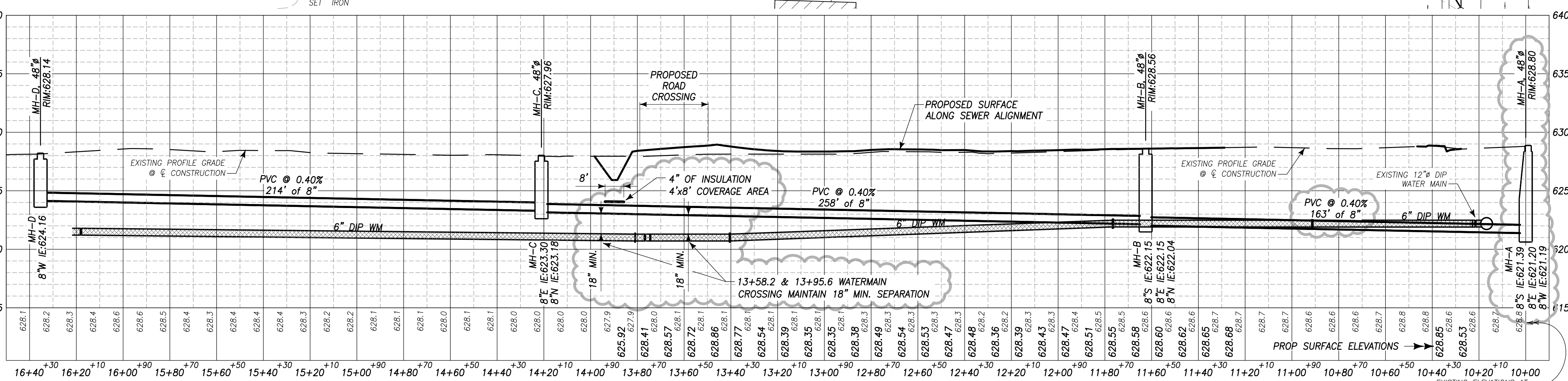
WATER QUANTITIES THIS SHEET		
TOTAL	UNIT	ITEM
1	EA	FIRE HYDRANT, ASSEMBLY
1	EA	GATE VALVE AND BOX, 6 INCH
1	EA	LIVE TAP 6 INCH x 6 INCH
1	EA	LIVE TAP 6 INCH x 12 INCH
780	FT	WATER MAIN, DI, 6 INCH, TR DET G, SPECIAL
21	EA	WATER SERV, ASSEMBLY
937	FT	WATER SERV, 1 INCH K COPPER
560	FT	(2) CONDUITS, SCHEDULE 40, 3 INCH (PRIMARY)
1030	FT	CONDUIT, SCHEDULE 40, 3 INCH (SECONDARY)
460	FT	CONDUIT, SCHEDULE 40, 2 INCH

PROPOSED ELECTRIC SYMBOLS		
	PROP. PRIMARY ELECTRIC PEDESTAL	PRIMARY: (2)-3" CONDUITS
	PROP. SECONDARY ELECTRIC PEDESTAL	SECONDARY: (1)-3" CONDUIT
	— E —	PRIMARY ELECTRIC
	— S —	SECONDARY ELECTRIC
	— L —	LIGHTING ELECTRIC

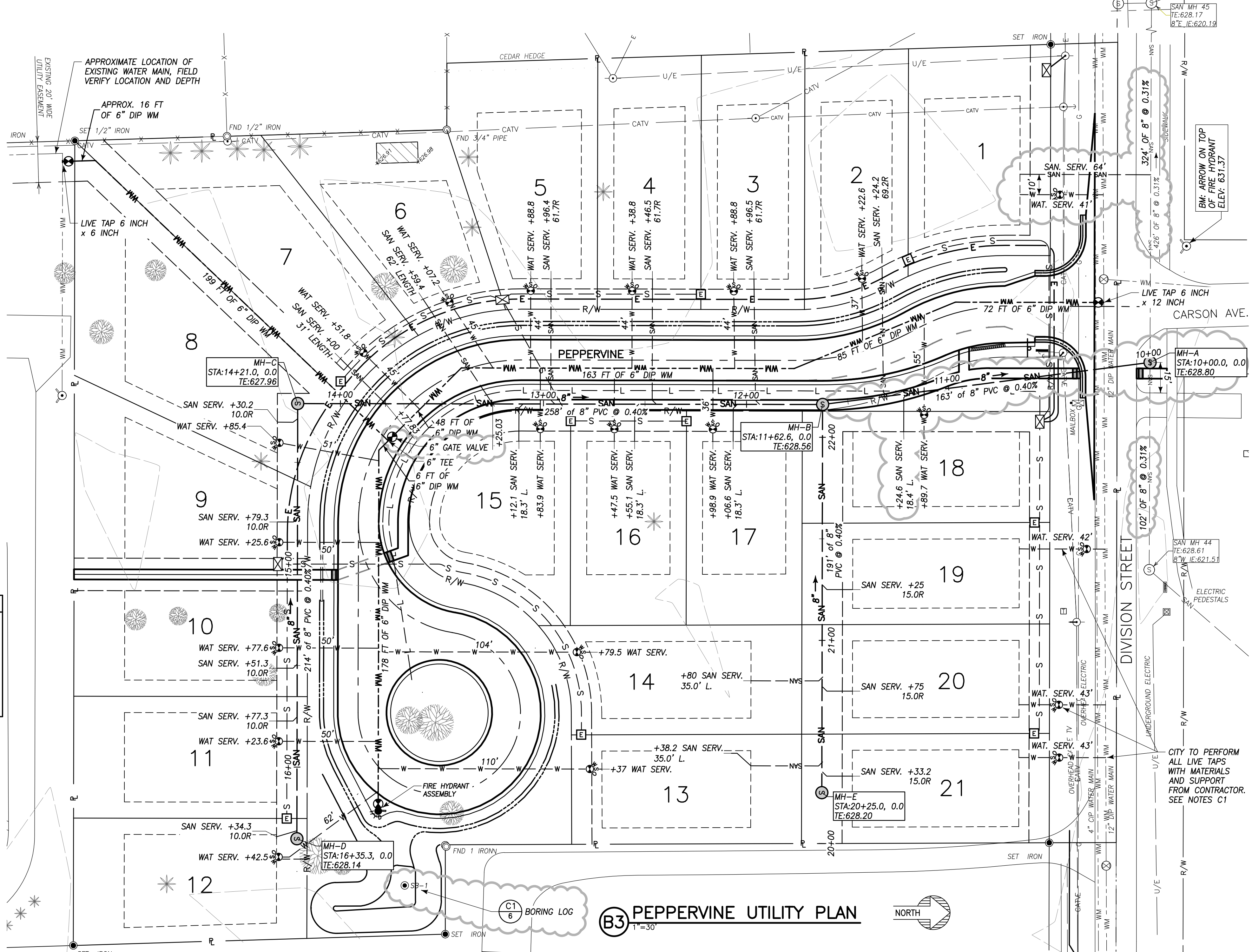
SANITARY SEWER STRUCTURE INFORMATION				SAN STRUCTURE, INCH DIA.		DR STRUCTURE COVER, TYPE		SEWER CL B, INCH TR DET G SPECIAL	
STRUCT NO	STATION	OFFSET *	RIM ** ELEV	PIPES IN:	PIPES OUT	48	Q(SP)	6	8
MH-A	10+00.00, (PV-SAN)	0.00 T	628.80	8" S IE 621.39 8" E IE 621.20	8" W IE 621.19	1	1	64	10
MH-B	11+62.58, (PV-SAN)	0.00 T	628.56	8" S IE 622.15 8" E IE 622.15	8" N IE 622.04	1	1	90	163
MH-C	14+21.04, (PV-SAN)	0.00 T	627.96	8" E IE 623.30	8" N IE 623.18	1	1	333	258
MH-D	16+35.32, (PV-SAN)	0.00 T	628.14	8" E IE 624.16	8" W IE 624.16	1	1	58	214
MH-E	20+25.00, (PV-SAN) - 2	0.00 T	628.20	8" E IE 622.91	8" W IE 622.91	1	1	115	191
TOTALS						5	5	660	836



A1 SANITARY PROFILE (2)
HORIZ: 1"=30', VERT: 1"=6'



A3 PEPPERVINE SANITARY PROFILE
HORIZ: 1"=30', VERT: 1"=6'



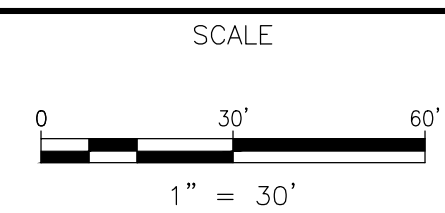
B3 PEPPERVINE UTILITY PLAN
1"=30'

AUTH	DATE	NO.	DESCRIPTION	AUTH	DATE	NO.	DESCRIPTION
JBM	12/14/17	0	CITY REVIEW	AEN	4/3/18	4	ADDITIONAL CITY COMMENTS
JBM	1/8/18	1	CITY COMMENTS	JBM	4/30/18	5	CITY COMMENTS
JBM	2/22/18	2	CITY COMMENTS				
JBM	3/19/18	3	MDEQ SUBMITTAL				

Performance Engineers, Inc.

408 Potokay Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

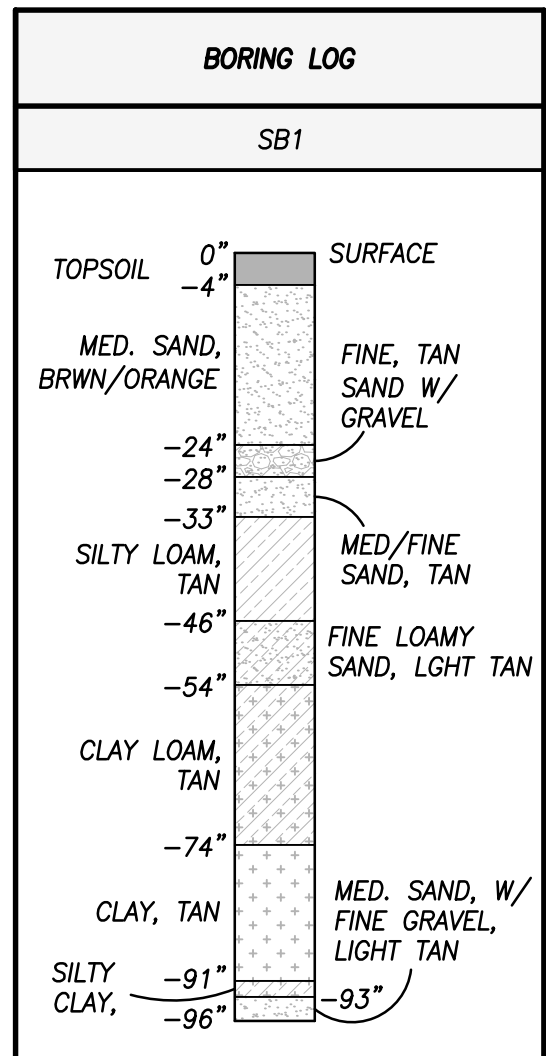
CAROL AMICK STIMPSON
REVOCABLE TRUST



PROJECT
PEPPERVINE
SITE CONDOMINIUM
SECTION 23, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

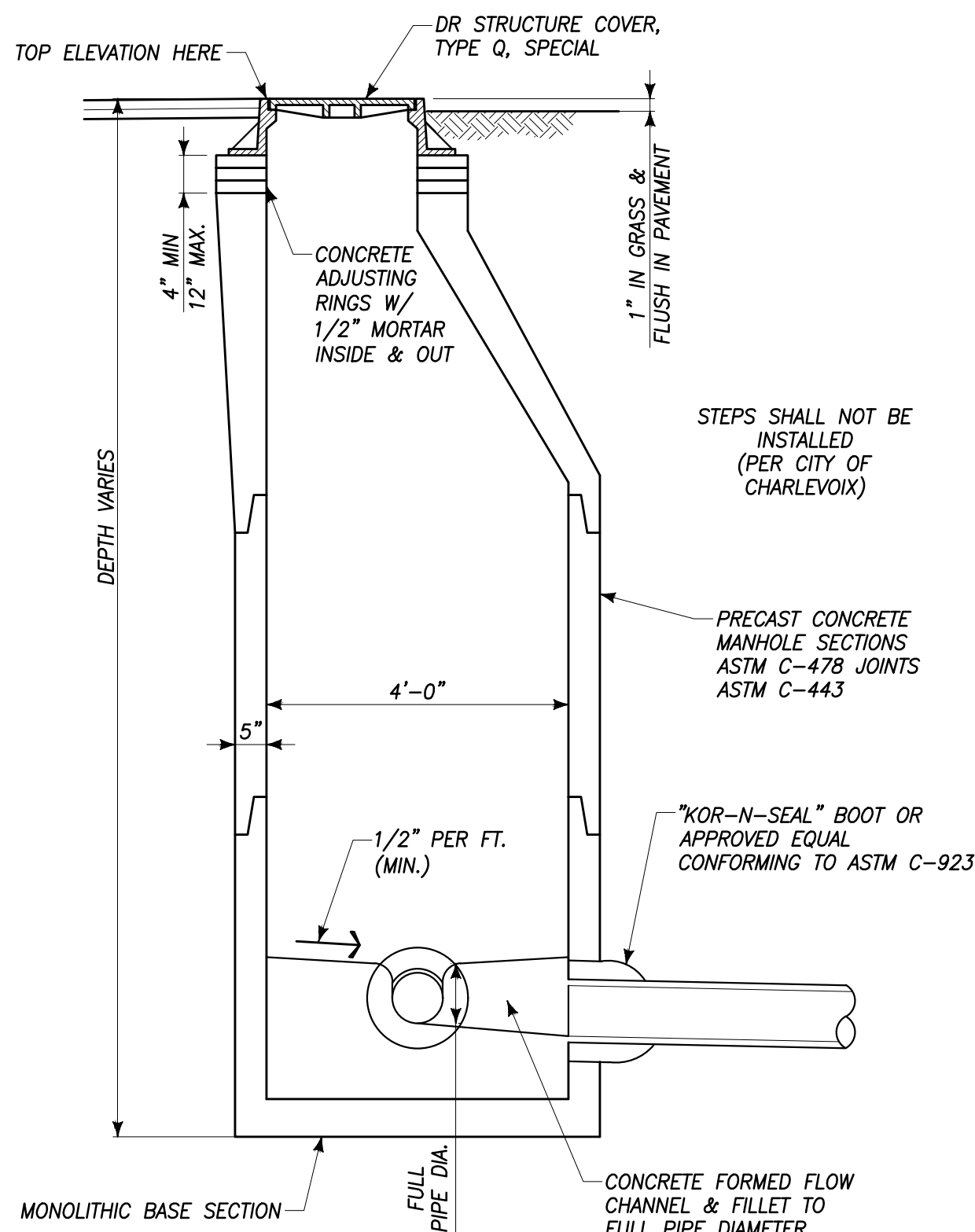
SHEET		JOB NO.
UTILITY CONSTRUCTION		17-5020
PLAN		SHEET NO.
		5 of 6

K:\PROJECTS\5020\DRAWINGS\6-5020DET.DWG - 6-DET - PLOTTED 4/30/2018 8:47 AM BY DAN COOK



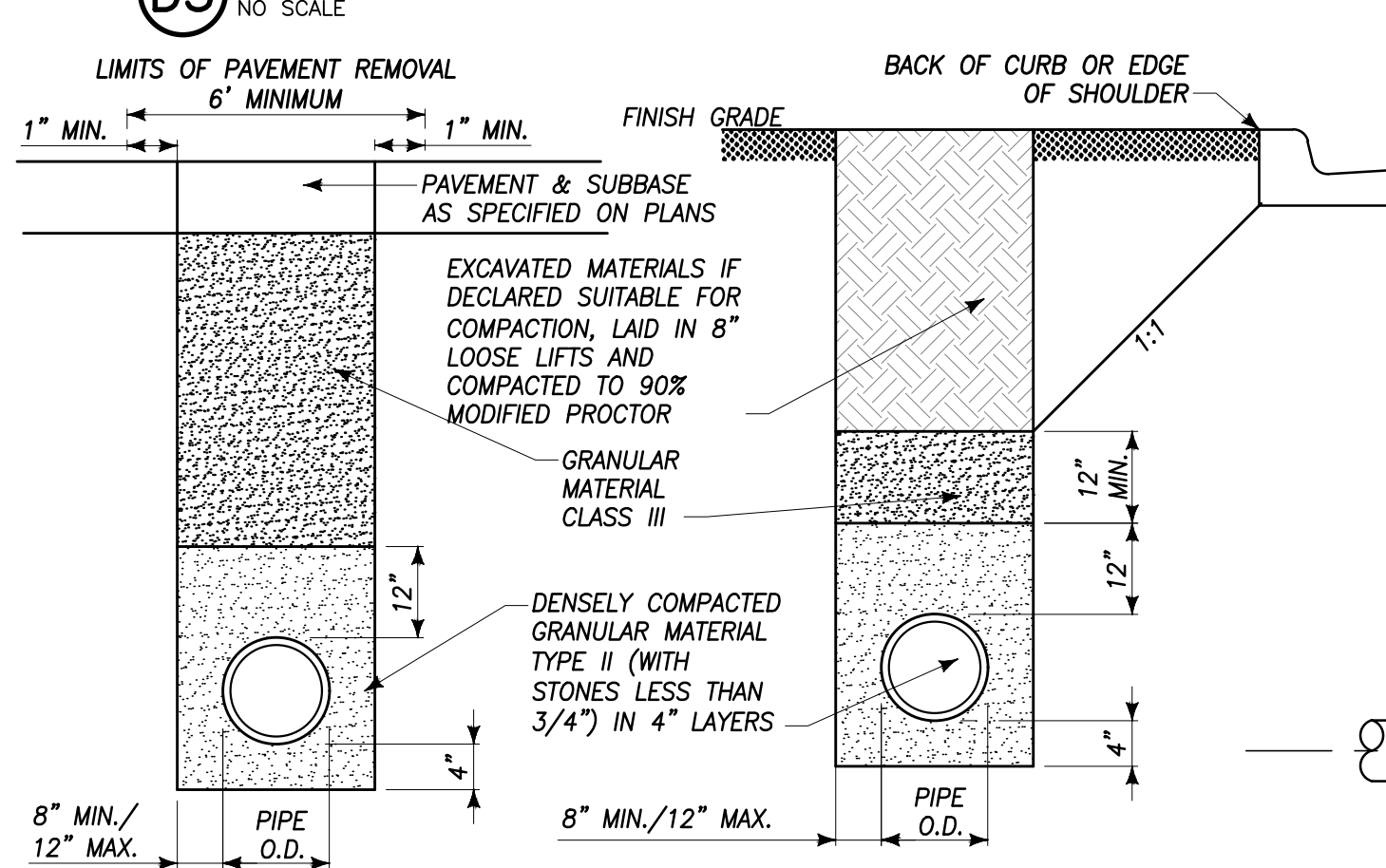
C1 BORING LOG

BORING DATE: 24 APR. 2018
INSPECTED BY: D. COOK
PERFORMANCE ENGINEERS INC.



C2 SANITARY MANHOLE (TYP.)

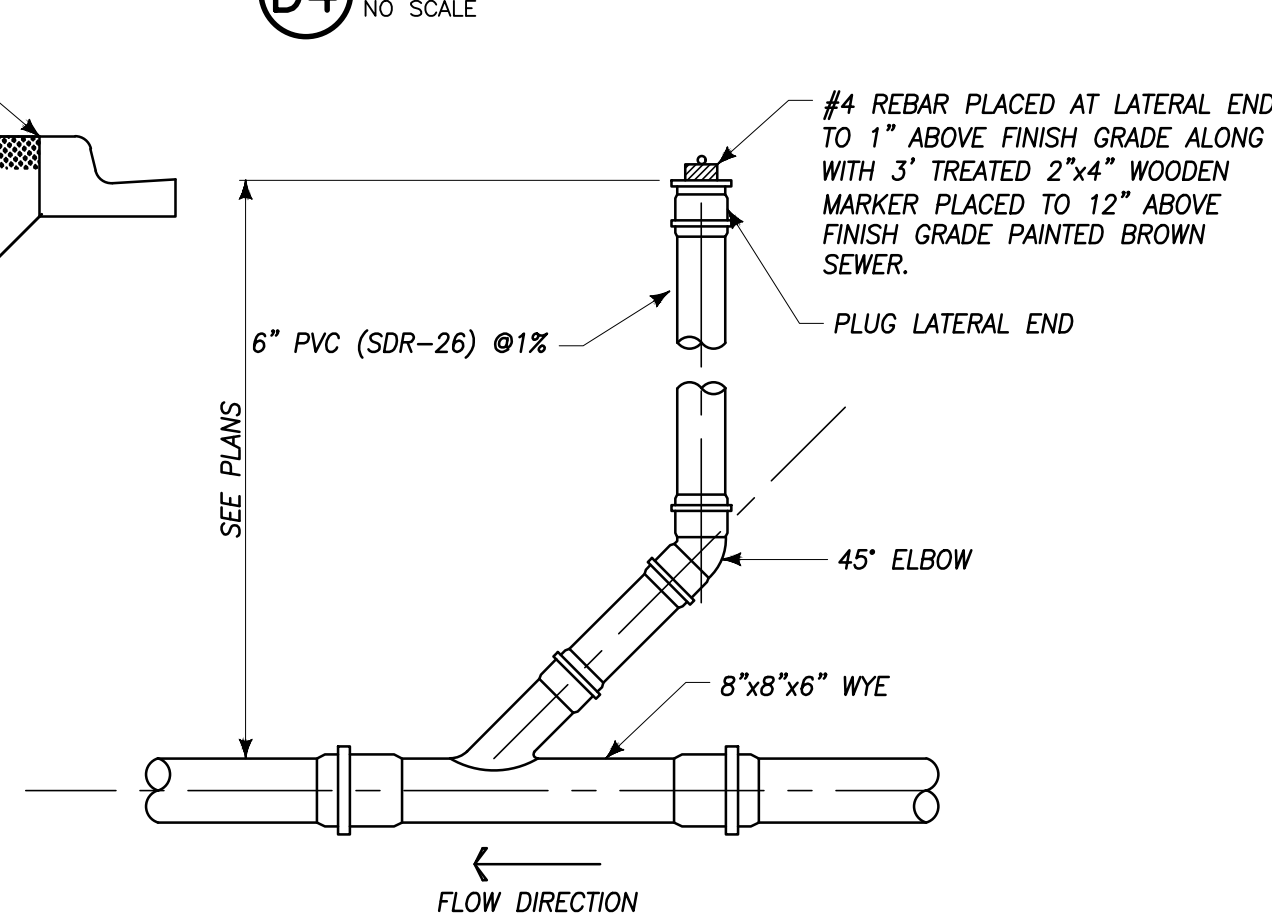
D3 CLEANOUT DETAIL



C3 TRENCH G SPECIAL

** WATER MAINS AND STORM/SANITARY SEWERS UNDER

D4 TYPICAL HYDRANT ASSEMBLY



C4 SEWER SERVICE DETAIL

1/2" = 1'

OPTION FOR SERVICE CURB BOX:
ARCONICS SPEEDY SLEEVE POLY CURB BOX SYSTEM
MP-PCB-SA12518W-B90

ARCH PATTERN 2-1/2" SERVICE BOX, SCREW STYLE, ADJUSTED TO FINISH GRADE. COVER MARKED "WATER", SECURED W/ PENTAGON HEAD BOLT (TYLER UNION 6500 SERIES #95-E, OR EQUAL)

1" K-COPPER SERVICE PIPING (UNLESS OTHERWISE NOTED)

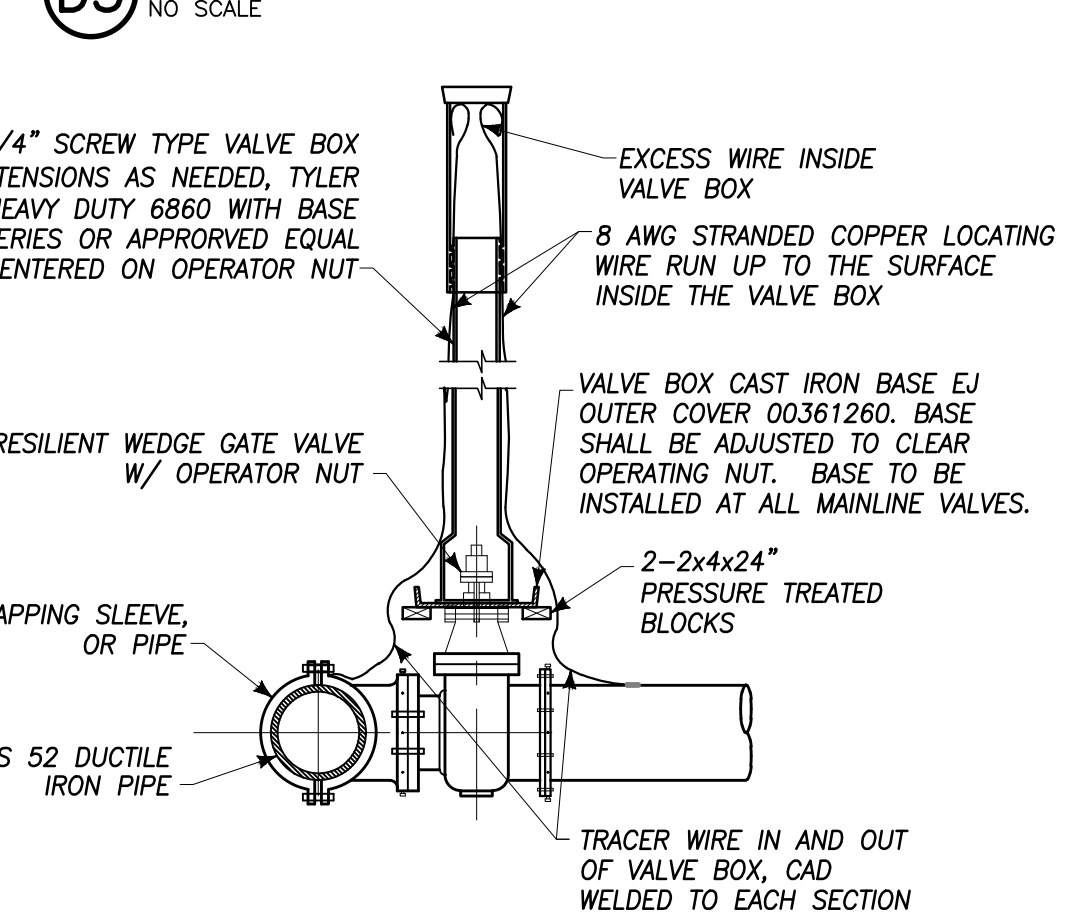
ALL SERVICES MUST BE LIVE TAPPED

WATER MAIN

A.Y. McDONALD 76100Q CURB STOP, 1" OR AS NOTED

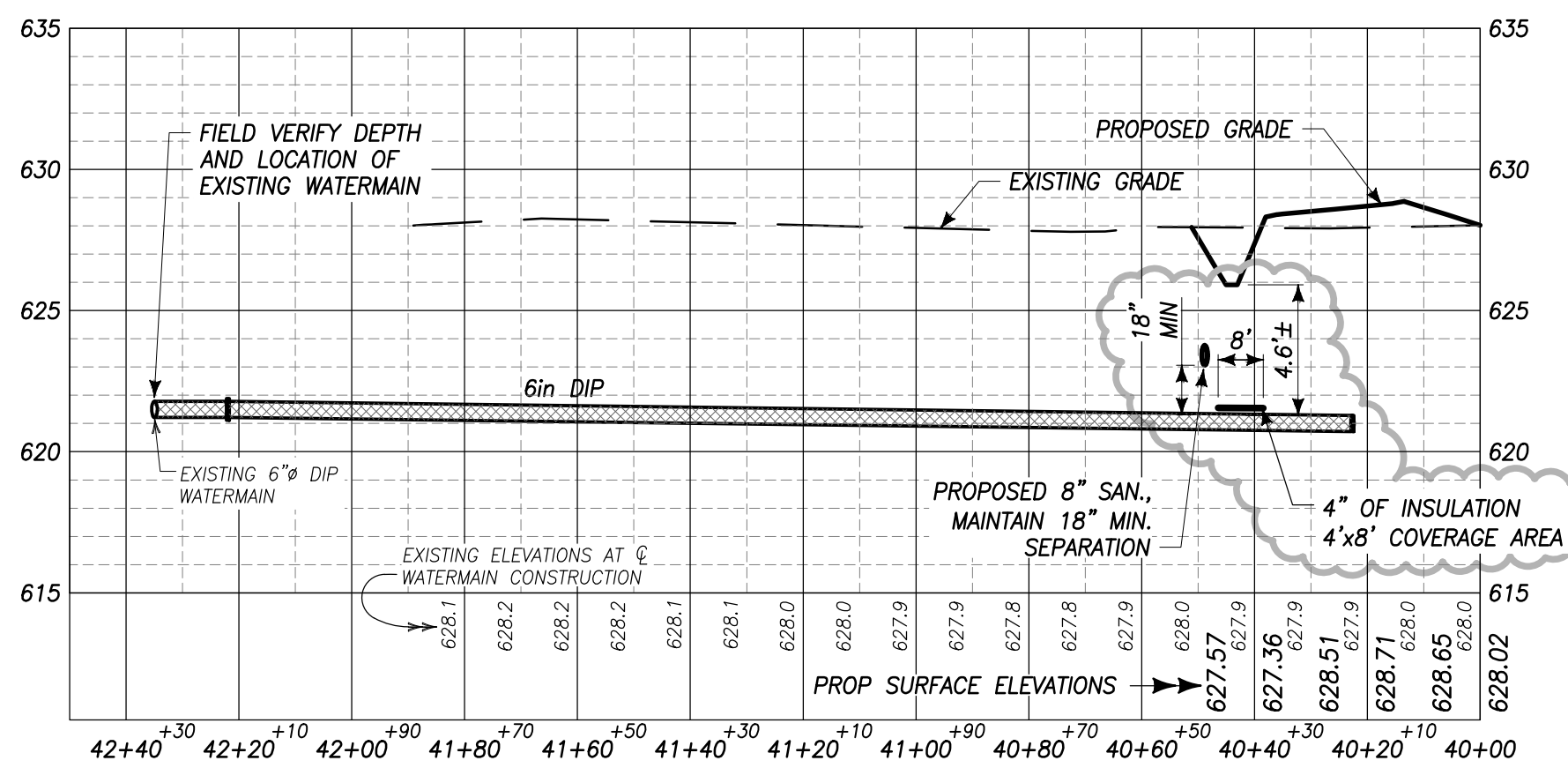
A.Y. McDONALD 74701Q CORPORATION STOP, 1" OR AS NOTED

D5 WATER SERVICE ASSEMBLY DETAIL



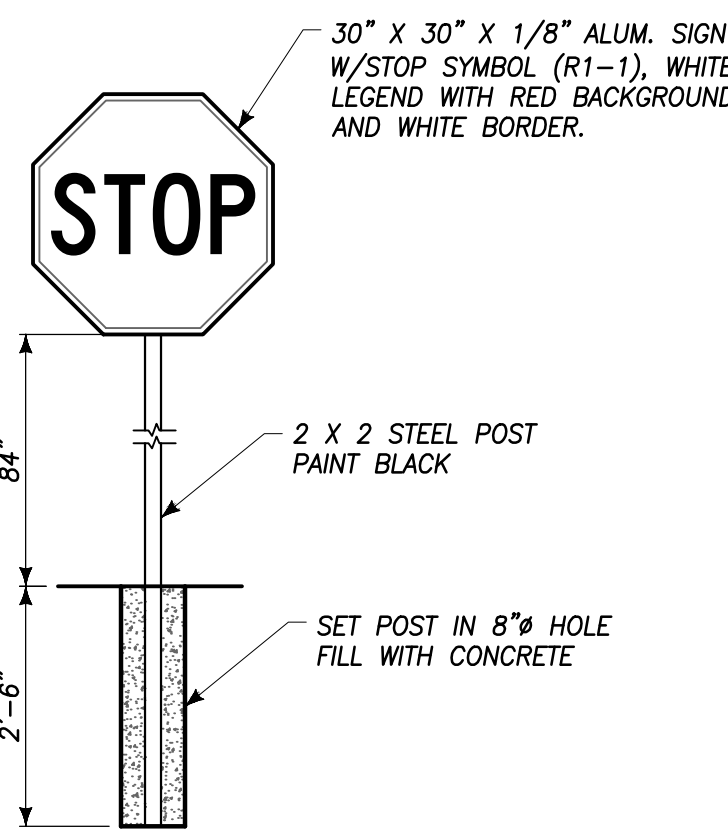
C5 CONTINUITY AT VALVE DETAIL

NO SCALE



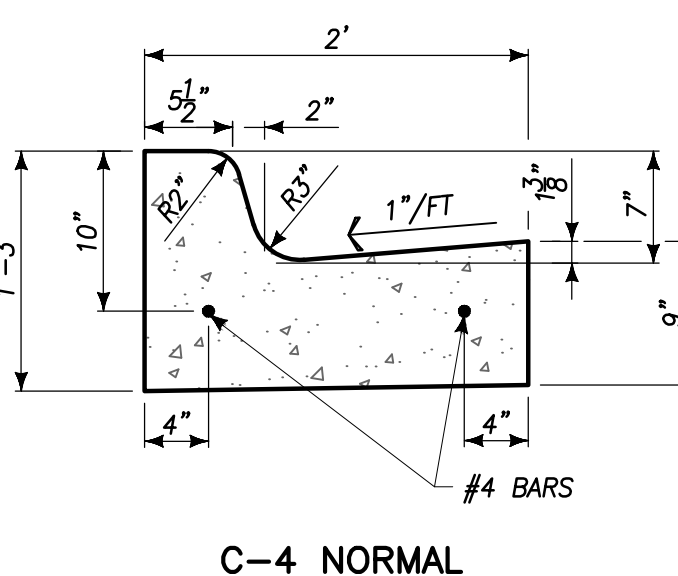
A3 SIGN ASSEMBLY, R1-1 (30) DETAIL

1/2" = 1'



A4 MDOT C-4 CURB DETAIL

1" = 1'



A5 RESTRAINED PIPE LENGTHS

1" = 1'

WATER MAIN RESTRAINED LENGTHS -VS- DEPTHS

A21.50 - LAYING CONDITION 2					
SIZE	DEPTH	MINIMUM RESTRAINED LENGTH - FEET			
INCHES	FEET	11-1/4"	22-1/2"	45"	90" OR TEE
4	6	2	3	7	16
4	8	1	2	5	12
4	10	1	2	4	10
6	6	2	5	10	23
6	8	2	4	7	18
6	10	1	3	6	15
8	6	3	6	12	30
8	8	2	5	10	23
8	10	2	4	8	19
12	6	4	8	17	42
12	8	3	6	13	32
12	10	3	5	11	26

- VALUES LISTED ARE BASED ON CLASS 52 DIP & A DESIGN PRESSURE = 150 PSI.
- FOR OTHER PRESSURES MULTIPLY BY RATIO TO 150 PSI.
- VALUES LISTED ARE BASED ON SAND/SILT SOIL CONDITIONS. IF DIFFERENT SOIL CONDITIONS EXIST, CONTACT ENGINEER FOR LENGTHS.

AUTH	DATE	NO.	DESCRIPTION	AUTH	DATE	NO.	DESCRIPTION
-	-	0	NOT ISSUED	AEN	4/3/18	4	ADDITIONAL CITY COMMENTS
-	-	1	NOT ISSUED	JBM	4/30/18	5	CITY COMMENTS
JBM	2/22/18	2	CITY COMMENTS				
JBM	3/19/18	3	MDEQ SUBMITTAL				

DESIGNER

Performance Engineers, Inc.

408 Potomac Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

OWNER

CAROL AMICK STIMPSON REVOCABLE TRUST

SCALE

AS NOTED

PROJECT

PEPPERVINE SITE CONDOMINIUM

SECTION 23, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN

SHEET

UTILITY DETAILS

JOB NO.

17-5020

SHEET NO.

6 of 6

MASTER DEED

PEPPERVINE PLACE

THIS IS THE MASTER DEED OF PEPPERVINE PLACE, LLC, a Michigan limited liability company (this "Master Deed"). The date of this Master Deed is May ____, 2018.

PEPPERVINE PLACE, LLC, a Michigan limited liability company, the address of which is #93, 800 Front Street, Boyne City, Michigan 49712 ("Developer") is recording this Master Deed with the Charlevoix County Register of Deeds to establish as a condominium project the real property that is located in THE CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN, more particularly described as:

Commencing at the East quarter corner of Section 23, Township 34 North, Range 8 West, as established by D. C. Nettleton, past Deputy County Surveyor; thence along the East and West quarter line of said section, as established by D.C. Nettleton, North 89°53'29" West 1849.24 feet (recorded as West 1849 feet) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION: thence South 00°11'29" East (recorded as South) 33.00 feet to a 1/2" re-rod on the South line of Division Street; thence continuing South 00°11'29" East 297.37 feet (recorded as South 297.00 feet) to a 1" rod; thence South 89°59'30" East (recorded as East) 44 feet to a 1/ 2" re-rod recorded as being 1805 and 7/8 feet West and 330 feet South of said quarter corner; thence South 01°44'35" East (recorded as South) 183.26 feet; North 89°53'29" West 396.16 feet; thence North 01°42'07" West (recorded as North) 183.26 feet to a 3/4" pipe; thence North 89°56'04" West (recorded as West) 32.76 feet to a point being 30 feet East of the East line of Meech Street; thence parallel with the East line of said Meech Street North 01°47'12" West 297.46 feet (recorded as 297 feet) to a 1/2" re-rod on the South line of said Division Street thence continuing along the last described course, North 01°47'12" West 33.022 feet to said quarter line; thence along said quarter line South 89°53'29" East 393.98 feet (recorded as East 396.2 feet, more or less) to the point of beginning, being part of the West half of the southeast quarter of Section 23, Township 34 north, Range 8 West (the property described above is referred to in this Master Deed as the "Land");

and that is: (a) subject to and together with any easements, restrictions, reservations, exceptions, or conditions of record and to any governmental limitations, and (b) subject to the reservation by Developer of all oil, gas, and mineral rights and (c) together with any improvements now or later located on the Land and any appurtenances to the Land (the Land and all of the other matters that are described above are

collectively referred to in this Master Deed as the "Condominium Project"); and by recording this Master Deed Developer declares that:

1. The Condominium Project.

(a) The Condominium Project is established as a condominium project under the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act"). The Condominium Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used according to the terms of the Act and to the terms of this Master Deed. All of the terms of this Master Deed are covenants running with the land and are a burden and a benefit to Developer, to any other persons acquiring or owning an interest in the Condominium Project, to the Association, and to the respective successors or assigns of all of these parties.

(b) The Condominium Project will be known as Peppervine Place, Charlevoix County Condominium Subdivision Plan No. _____.

2. Definitions.

(a) Whenever used in this Master Deed:

(i) "Association" means Peppervine Place Condominium Association, a Michigan nonprofit corporation. Each Owner will be a member of the Association.

(ii) "Bylaws" means the Bylaws that are attached to this Master Deed as Exhibit A.

(iii) "Common Elements" means General Common Elements and Limited Common Elements. Common Elements are more particularly described in Paragraph 3, below.

(iv) "Condominium" means the Condominium Project, and includes (without limitation) each Unit and all of the Common Elements.

(v) "Condominium Documents" means this Master Deed (including without limitation attached Exhibit A and attached Exhibit B, the terms of which are each incorporated into this Master Deed), the Declaration, the Articles of Incorporation of the Association, and any other instruments pertaining to the use and operation of the Condominium, as all or any of these instruments are amended at any time and from time to time.

(vi) "Condominium Subdivision Plan" means "Charlevoix County Subdivision Plan No. _____, Exhibit B to the Master Deed of Peppervine Place Condominium", which is attached to this Master Deed as Exhibit B.

(vii) "Developer" means Peppervine Place, LLC, a Michigan limited liability company, and its successors and assigns; but "Developer" does not mean any Successor Developer (as this term is defined under Section 135 of the Act).

(viii) "Owner" means any Person, including without limitation Developer, owning one or more Units.

(ix) "Person" means any natural person, corporation, limited partnership, limited liability company, limited liability partnership, general partnership, trust, or other entity that exists under the laws of the State of Michigan.

(x) "Unit" means each unit in the Condominium. Each Unit is described in the Condominium Subdivision Plan, which identifies each Unit by the number of each Unit and which depicts the boundaries, dimensions, and the area of each Unit. Each Unit consists of the area contained within the boundaries of that Unit. The boundaries of each Unit are delineated by the heavy outlines in the Condominium Subdivision Plan. "Unit" also has the same meaning as "Condominium Unit" under the Act.

(b) If any of the terms that are defined under subparagraph (a), above, appear in any of the Condominium Documents or in any deeds, mortgages, easements, or other instruments that transfer interests in and to the Condominium or that pertain to the use or operation of the Condominium, then those terms will have the same meaning in those other instruments as in this Master Deed.

3. Common Elements.

(a) (i) The General Common Elements of the Condominium are:

(A) Any of the Land that is not a Unit or a Limited Common Element.

(B) Any easements that benefit the Condominium.

(C) Any other elements of the Condominium that are not designated as Limited Common Elements and which are intended for common use by all of the Owners or are necessary for the existence, upkeep, or safety of the Condominium.

(ii) General Common Elements are appurtenant to each Unit in proportion to the percentage of value assigned to each Unit under Paragraph 4(b), below. Each Owner will have undivided and inseparable rights in and to General Common Elements and may use General Common Elements in common with other Owners, subject to the terms of the Condominium Documents.

(b) The Limited Common Elements of the Condominium are any parts of the Condominium that have been identified on the Condominium Subdivision Plan as a Limited Common Element; but as of the date of this Master Deed, there are not any parts of the Condominium that have been identified as Limited Common Elements.

(c) (i) The Association will maintain, repair, or replace the Common Elements, including (without limitation) any Limited Common Elements that are not specifically described under subparagraph (c)(ii), above.

(ii) All of the costs that are incurred under subparagraph (i), above, by the Association to maintain, repair, or replace the Common Elements will be paid by the Association. All of the costs of maintaining, repairing, or replacing the General Common Elements, including without limitation the costs of snow removal or road repair or replacement, will be expenses of administering the Condominium. All of the costs of maintaining, repairing, or replacing any of the Limited Common Elements will be paid by the Owners of the Units to which the Limited Common Elements are appurtenant.

(d) The Common Elements may not be used by any Owner or by any other Person in any manner that is not consistent with the purposes of the Condominium (as these purposes are described under the Bylaws) or that will interfere with or impair the rights of any Owner using a Unit or using the Common Elements.

4. Units and Percentage of Value.

(a) (i) Each Unit is described in the Condominium Subdivision Plan. Each Owner will have the exclusive right to occupy the Unit owned by that Owner. The boundaries of each Unit are depicted in the Condominium Subdivision Plan.

(ii) Each Owner will at the sole cost and expense of that Owner maintain, repair, and replace (according to the terms of the Condominium Documents) the Unit that is owned by that Owner and any and all improvements that are located within the Unit in order that the Unit and any and all improvements to the Unit, including without limitation any landscaping, which will at all times be kept in good condition and repair and will otherwise satisfy all of the requirements of the Condominium Documents.

(iii) A Unit may not be used by any Owner (or by any other Person) in any manner that is not consistent with the purposes of the Condominium (as these purposes are described under the Bylaws) or that will interfere with or impair the rights of any Owner using any other Unit or the Common Elements.

(iv) Regardless of any of the other terms of the Condominium Documents, the Association will maintain and mow all of the grass in the Condominium, including without limitation on all of the Units. The cost of mowing lawns will be an expense of administering the Condominium

(b) The percentage of value assigned to each Unit determines (i) the proportionate share of General Common Elements that are appurtenant to that Unit and (ii) the proportionate share of the proceeds and the expenses of administering the Condominium that will be assessed to that Unit and (iii) the value of the vote that will be cast by the Owner of that Unit at meetings of the Association. Developer has determined that for the purpose of assigning percentages of value to each Unit, material differences do not exist between each Unit and each Unit has the same percentage of value. The sum of the percentages of value of all of the Units is 100%.

5. Relocation of Unit Boundaries and Subdivision and Consolidation of Units.

(a) (i) Developer may at any time and from time to time amend this Master Deed either (A) to subdivide any Unit that is owned by Developer or (B) to relocate the boundary between adjoining Units that are each owned by Developer or (C) to consolidate into a single Unit two or more Units that are located adjacent to one another and that are each owned by Developer.

(ii) Every Owner and every mortgagee of any Unit and every other Person now or at any time and from time to time having any interest in and to any of the Condominium are each deemed to have irrevocably and unanimously and unconditionally consented to any amendments of this Master Deed for the purposes that are described under subparagraph (i), above; and all of these Persons are deemed to have irrevocably appointed Developer as their agent and attorney to sign and deliver any amendments to this Master Deed for these purposes.

(b) The Owner of any Unit may request that the Association subdivide that Unit. The Owner of any two or more Units that are adjacent may request that the Association consolidate those Units into a single Unit. The Owners of any two or more Units that are adjacent may request that the Association relocate the boundary between those Units. In any of these events the President of the Association will cause an amendment to this Master Deed to be prepared that will describe the Units as subdivided or consolidated or modified, as the case may be. That amendment will also convey between these Owners those particular portions of each Unit that must be conveyed in order that after that amendment is recorded, each Owner will own all of the Unit owned by that Owner, as that Unit has been modified. Owners requesting the subdivision of any Unit or the consolidation of any Units or the relocation of the boundaries of any Units may (at their own cost) install any walls, floors, ceilings, or utility

conduits that are required to be installed in order that a Unit may be subdivided or in order that Units may be consolidated or in order that the boundary between adjoining Units may be relocated, but any of this work may only be conducted according to the requirements of the Bylaws and the subdivision of Units or the consolidation of Units or the relocation of Unit boundaries will not impair the structural integrity of the Building and will not cause any utility services to be discontinued to any other Units for any longer than the period of time that is reasonably required to complete any of the work that is described under this subparagraph (i). Any Owners requesting any subdivision or consolidation or relocation of Unit boundaries will pay all of the costs, fees, and expenses to determine the description and identification of the subdivided Units or the consolidated Unit or the modified Units and to cause to be prepared and recorded an amendment to this Master Deed. The relocation of any boundaries under this subparagraph (b) is subject to the approval of any Persons that are first mortgagees of the Units being modified and the prior written approval of Developer, which approval Developer may withhold in its sole and arbitrary discretion.

(c) Any amendment of this Master Deed under this Paragraph 5 will be in writing and will be effective as of the date upon which that amendment is recorded with the Charlevoix County Register of Deeds. The relocation of any boundaries or the consolidation of Units under this Paragraph 5 is subject to the terms of this Master Deed and to the requirements of any applicable governmental authorities. The percentage of value that is assigned to any subdivided or consolidated or modified Units will be determined by Developer in its sole and arbitrary discretion; and in any event, the total of the percentage of value of all of the Units will be 100%.

(d) Units may not be subdivided or consolidated and Unit boundaries may not be modified except according to the terms of this Paragraph 5.

6. Expansion, Contraction, or Conversion of the Condominium.

(a) (i) "Expansion Area" means certain property that is located in THE CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN, and that is more particularly described as:

[to be inserted]

(ii) Regardless of any of the other terms of this Master Deed to the contrary notwithstanding, Developer may at any time and from time to time expand the Condominium by adding to the Condominium all or any portions of the Expansion Area as hereinafter provided.

(iii) If Developer elects to expand the Condominium:

(A) the right of Developer to elect to expand the Condominium is not restricted and Developer is not required to obtain the consent of any Owners to expand the Condominium;

(B) Developer must expand the Condominium not later than the last day of the sixth year from and after the date of this Master Deed;

(C) Developer may expand the Condominium to include all or any portions of the Expansion Area and the right of Developer to add all or any particular portions of the Expansion Area is not restricted;

(D) Developer is not required to expand the Condominium to include any particular portions of the Expansion Area and if Developer expands the Condominium Developer is not required to include any particular portions of the Expansion Area within the Condominium in any particular order;

(E) Developer may designate all or any portions of the Expansion Area as condominium units; but Developer may not establish more than 100 condominium units in respect of the Expansion Area;

(F) Developer is not obligated to make any improvements to the Expansion Area;

(G) the location, configuration, and topography of any condominium units that are established in respect of the Expansion Area will be determined by Developer in its sole discretion and other than as set forth above there are no restrictions in respect of the right of Developer to expand the Condominium Project to include the Expansion Area; and

(H) any expansions of the Condominium will be described by a series of successive amendments to this Master Deed, as provided under subparagraph (c), below.

(b) (i) "Contractable Area" means all of the Condominium.

(ii) Any of the terms and conditions of this Master Deed to the contrary notwithstanding, Developer may at any time and from time to time contract the Condominium by withdrawing from the Condominium all or any portions of the Contractable Area that are then owned by Developer as hereinafter provided.

(iii) If Developer elects to contract the Condominium:

(A) the right of Developer to elect to contract the Condominium is not restricted and Developer is not required to obtain the consent of any Owners to contract the Condominium;

(B) Developer must contract the Condominium not later than the last day of the sixth year from and after the date of this Master Deed;

(C) Developer may withdraw from the Condominium all or any portions of the Contractable Area and the right of Developer to withdraw all or any particular portions of the Contractable Area is not restricted; and

(D) Developer is not required to withdraw from the Condominium any particular portions of the Contractable Area and if Developer does contract the Condominium, Developer is not required to withdraw from the Condominium any particular portions of the Contractable Area in any particular order.

(c) (i) "Convertible Area" means all of the Condominium.

(ii) Any of the terms and conditions of this Master Deed to the contrary notwithstanding, Developer may at any time and from time to time convert any portion of the Condominium to a Unit or a Limited Common Element or a General Common Element.

(iii) If Developer elects to convert any portion of the Condominium:

(A) Developer may designate all or any portions of the Convertible Area as condominium units; but Developer may not establish more than 10 condominium units in respect of the Convertible Area;

(B) Developer may create in respect of the Convertible Area any types of condominium units that are described in this Master Deed or any other types of condominium

units that are not unreasonably inconsistent with the purposes for which the Condominium has been established by Developer;

(C) Any structures erected on the Convertible Area will not unreasonably diminish the appearance of the Condominium and will be reasonably compatible with structures on other portions of the Condominium;

(D) Developer may complete any improvements in respect of the Convertible Area that are not unreasonably inconsistent with the purposes for which the Condominium has been established by Developer;

(E) Developer may create Common Elements within any Convertible Area; and Developer may designate as Limited Common Elements any of these Common Elements and Developer may subsequently assign these Limited Common Elements.

(F) Developer must convert any portion of the Condominium not later than the last day of the sixth year from and after the date of this Master Deed.

(d) (i) Any contraction or conversion of the Condominium will be effective as of the date that an amendment to this Master Deed is recorded with the Charlevoix County Register of Deeds which contains all of the essential elements of the contraction or conversion of the Condominium, as the case may be. Any amendment to this Master Deed to contract or to convert the Condominium will be prepared by Developer, will contain terms and conditions required by law, and will contain any other terms and conditions that are determined by Developer in its sole discretion, including without limitation any provisions that are required to define or redefine any Common Elements in order that the Condominium (and every Unit) will have proper ingress and egress and will be furnished all of the utility services that are described in this Master Deed.

(ii) Upon concluding all contractions or conversions of the Condominium, Developer will prepare a Consolidating Master Deed and Developer will record the Consolidating Master Deed with the Charlevoix County Register of Deeds. The Consolidating Master Deed will entirely supersede the previously recorded Master Deed and any and all amendments to that Master Deed.

(iii) Every Owner and every mortgagee of any Unit and every other Person now or at any time and from time to time having any interest in and to any of the Condominium are each deemed to have irrevocably and unanimously and unconditionally consented to any of the amendments of this Master Deed that are described above; and all of these Persons are deemed to have irrevocably appointed Developer as their agent and attorney to sign and deliver any of these amendments to this Master Deed.

7. Easements.

(a) If any portion of any Unit or any Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving or due to survey errors or construction deviations or to a change in ground elevations, reciprocal easements are deemed to exist to permit that encroachment and to permit the encroaching Unit or Common Element to be rebuilt in the same location, if that structure is destroyed.

(b) Developer reserves for itself and for the Association: (i) an easement over and across the Condominium for the purpose of permitting Developer to install, extend, enlarge, operate, maintain, repair, and replace utilities and (ii) an easement over and across the Condominium for the purpose of permitting Developer or the Association to maintain, repair, and replace any Unit and any improvements on any Unit, if any Unit and any improvements on any Unit are not maintained, repaired,

and replaced by the Owner of that Unit according to the terms and conditions of the Condominium Documents.

(c) Developer may grant any other easements over, under, or across those portions of the Condominium that are reasonably necessary to permit Developer or any public authority or private utility, as the case may be, to install, operate, maintain, repair, or replace any portion of the Condominium that Developer or the public authority or private utility is required or permitted to install, operate, maintain, repair, or replace according to the terms of the Condominium Documents or law. Any action under this subparagraph (c) by Developer will be evidenced by an appropriate instrument that will be recorded in the records of the Charlevoix County Register of Deed. Every Owner and every mortgagee of any Unit and every other Person now or later having any interest in and to the Condominium is each deemed to have irrevocably and unanimously consented to any action under this Master Deed by Developer and to the execution and delivery by Developer of any instruments to evidence any action hereunder by Developer.

(d) Developer reserves for itself and for its successors or assigns permanent easements for pedestrian and vehicular ingress and egress over and across the roadways or driveways or sidewalks that are a part of the Condominium and permanent easements to use, tap into, enlarge or extend all roadways or driveways or sidewalks and utility lines. These easements are for the benefit of any land that is at any time or from time to time owned by Developer and that is contiguous to the Condominium.

8. Amendment of this Master Deed and Termination of the Condominium.

(a) If all of the Units are owned by Developer, Developer may unilaterally amend this Master Deed or terminate the Condominium.

(b) If any one or more of the Units are not owned by Developer, this Master Deed (including the Exhibits attached to this Master Deed) may only be amended with the consent of two-thirds of the value of all of the votes of all of the Owners and all of the first mortgagees of any Units (each mortgagee having one vote for each first mortgage of a Unit to that mortgagee); except that:

(i) the dimensions of any Unit may not be modified in any material way without the consent of the Owner and each mortgagee of that Unit and the nature and extent of the Limited Common Elements appurtenant to any Unit and the responsibility for the maintenance, repair, or replacement of those Limited Common Elements not be modified in any material way without the written consent of the Owner and each mortgagee of that Unit; and

(ii) Developer may amend this Master Deed (including the Exhibits attached to this Master Deed) without the consent of any Owner or any mortgagee of any Unit or any other Person having any interest in and to the Condominium to correct survey or other errors in the Condominium Documents, to clarify or explain any particular terms of the Condominium Documents, to comply with any provisions of the Act, to comply with the requirements of any lender to which a Unit will be mortgaged, to satisfy the requirements of a title insurance (or other insurance) company, or for the purpose of correcting survey or other errors in this Master Deed, or for any other purpose that does not materially affect the rights of any Owners or mortgagees of any Units or that is otherwise permitted under this Master Deed or the Act; and

(iii) the percentage of value assigned to any Unit and the corresponding value of the vote of the Owner of that Unit and the corresponding proportion of expenses assessed against the Unit owned by that Owner may not be amended or modified without the written consent of that Owner and the mortgagee of the Unit owned by that Owner; and

(iv) easements under the Condominium Documents may not be modified and any obligations in respect of any easements may not be varied without the consent of each Owner who benefits from the easement or obligation, except to the extent described under Paragraph 7, above;

(v) this Master Deed may be amended by Developer as otherwise specifically permitted in the Condominium Documents; and.

(c) If any of the Units are not owned by Developer, the Condominium may be terminated only with the consent of 100% of the value of the votes of all of the Owners and with the consent of 100% of all of the first mortgagees of any Units (each mortgagee having one vote for each first mortgage of a Unit to that mortgagee).

(d) Any amendment to this Master Deed will be effective as of the date that a written instrument describing the amendment to this Master Deed is recorded with the Charlevoix County Register of Deeds which contains all of the essential elements of the amendment and which otherwise contains all of the terms and conditions required by law.

9. Assignment. Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law may be assigned by Developer to the Association or to any other Person, including without limitation any of the powers of Developer under the Bylaws to approve or to disapprove any matter or action. Any assignment by Developer of any of its rights or powers will be effective as of the date that a written assignment thereof is recorded with the Charlevoix County Register of Deeds.

10. Developer's Right to Use the Condominium. Developer or its members, employees, or agents may maintain offices, model units, or any other facilities on the Condominium that are reasonably required by Developer to permit Developer to develop the Condominium or to sell or to lease Units, as the case may be. This means (without limitation) that Developer may use any particular Units that are owned by Developer to market for sale those particular Units and any other Units owned by Developer. Developer will the costs to use of these particular facilities and Developer will restore these facilities to habitable status upon terminating its use of these facilities pursuant to this Paragraph 10.

Peppervine Place, LLC,
a Michigan limited liability company

By: _____
Carol A. Stimpson, Member
_____, 2018

State of Michigan)
)ss
County of)

This instrument was acknowledged before me this _____ day of _____, 2018,
by Carol A. Stimpson, a Member of Peppervine Place, LLC, a Michigan limited liability company, on
behalf of the limited liability company.

John R. Turner, Notary Public,
Charlevoix County, Michigan,
acting in Emmet County.
My commission expires July 15, 2018

This instrument was drafted by
and when recorded return to:

John R. Turner
Post Office Box 2396
Petoskey, Michigan 49770-1896

EXHIBIT A

BYLAWS OF PEPPERVINE PLACE

These are the Bylaws of Peppervine Place (the "Condominium"). The Condominium is a condominium project that is located in the City of Charlevoix, Charlevoix County, Michigan. The Condominium will be administered by The Peppervine Place Condominium Association, a Michigan nonprofit corporation (the "Association"). These bylaws are the bylaws of the Condominium required under the Michigan condominium act. These bylaws are also the bylaws of the Association that are required under the Michigan nonprofit corporation act. Capitalized terms that appear in these Bylaws and that are not defined in these Bylaws will have the same meanings that are attributed to those terms in the Condominium Master Deed, to which these bylaws are attached.

1. Association of Owners. The Association will administer the Condominium according to the terms of the Condominium Documents and the laws of the State of Michigan, including without limitation the Act. Each Owner will be a member of the Association and no other person or entity will be a member of the Association. The interest of an Owner in the funds and assets of the Association cannot be assigned, pledged, or transferred, other than as an appurtenance to the Unit owned by that Owner. The Association will maintain current copies of the Master Deed, all amendments to the Master Deed, and any other Condominium Documents. These copies will be available upon request to Owners, to prospective purchasers of Units, to mortgagees of Units, and to prospective mortgagees of Units. Every Owner and every Person using or entering upon or acquiring any interest in all or any of the Condominium is subject to the terms of these Bylaws and all of the other Condominium Documents.

2. Assessments.

(a) All of the costs, fees, or expenses incurred or payable by the Association to manage, administer, or operate the Condominium according to the of the Condominium Documents and the Act will be paid to the Association by the Owners. Unless otherwise provided in these Bylaws or the Master Deed, all of these costs, fees, and expenses will be allocated among and paid by the Owners according to the percentage of value assigned to each Unit under Paragraph 4(b) of the Master Deed.

(b) (i) The board of directors of the Association will prepare and approve an annual budget for each fiscal year of the Association. This budget will estimate all of the expenses to manage, administer, and operate the Condominium during that fiscal year. To determine this budget, all of the costs, fees, and expenses incurred or payable by the Association to manage, administer, or operate the Condominium (including without limitation the Common Elements) according to the terms of the Condominium Documents and the Act are expenditures in respect of the administration of the Condominium and all of the sums received by the Association (including without limitation any amounts received by the Association as proceeds of or pursuant to a policy of insurance maintained by the Association) are receipts in respect of the administration of the Condominium, within the meaning of Section 54(4) of the Act. The budget may also include a reasonable allowance for contingencies and reserves and the budget will include a reserve for major repairs and for replacement of Common Elements. The amount of the reserve for major repairs and for replacement of Common Elements will equal 10% of the then current annual budget of the Association, on a noncumulative basis; but, the minimum amount required under this subparagraph may prove to be inadequate for the Condominium. The Association should carefully analyze the Condominium to determine if a greater amount should be reserved or if additional reserve funds should be established for other purposes.

(ii) After the budget has been approved by the board of directors of the Association, the Association will deliver to each Owner a copy of that budget. The total amount of that

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budget will be the total amount of the assessment against the Condominium for that fiscal year. The total of the amount of each assessment by the Association will be allocated between all of the Units according to the percentage of value assigned to each Unit under Paragraph 4(b) of the Master Deed (without increase or decrease in respect of any Limited Common Elements that are appurtenant to any particular Unit). The amount of each assessment that is allocated to each Unit will be levied against that Unit and will be paid to the Association by the Owner of that Unit in periodic installments that are determined by the Association. Each Owner is personally liable (jointly and severally, if any Unit is owned by more than one Person) for the payment of any and all assessments levied against the Unit owned by that Owner; except that if an Owner sells the Unit owned by that Owner under a land contract, that Owner is not liable to pay any assessments levied against that Unit from and after the date of that land contract. The obligation of each Owner to pay assessments commences as of the acceptance by that Owner of a fee simple interest or a land contract vendee's interest in and to a Unit. The failure of the Association to deliver a copy of any budget to each Owner will not affect or in any way diminish the liability of any Owner to pay any existing or future assessments against the Unit owned by that Owner or the right of the Association to enforce any of its rights or remedies against that Owner.

(iii) If at any time and from time to time the Association determines in its sole discretion (A) that the amount of any annual assessment is or may not be sufficient to pay all of the costs to administer the Condominium or (B) that the proceeds of any insurance maintained by the Association are not sufficient to pay for the cost of repairing or replacing any Common Element or (C) to enlarge or to expand the Common Elements and if the cost of enlarging or expanding the Common Elements is less than or equal to \$10,000 for the entire Condominium in any fiscal year or (D) that an emergency exists, the Association may increase the amount of the then assessment or the Association may levy additional assessments, as the Association deems necessary; and in this event the Association may increase the amount of any assessment or levy additional assessments without the consent of any Owner. The rights of the Association under this subparagraph (iii) are solely for the benefit of the Owners and are not enforceable by any creditors of the Association or by the Owners.

(iv) At any time and from time to time the Association may levy special assessments. Special assessments may be levied by the Association (A) to permit the Association to enlarge or to expand the Common Elements, if the cost of enlarging or expanding the Common Elements exceeds \$10,000 for the entire Condominium in any fiscal year, (B) to permit the Association to purchase any Unit at a sale to foreclose any lien of the Association against that Unit, or (C) for any other purpose determined by the Association. A special assessment under this subparagraph (iv) must be approved by the affirmative vote of at least 66⅔% of the total value of all of the votes of the Owners at a meeting of the Association that has been duly called and convened. The right of the Association to levy a special assessment under this subparagraph (iv) is solely for the benefit of the Owners and is not enforceable by any creditors of the Association or by any Owners.

(c) (i) If any assessment against a Unit is not paid to the Association on or before the 10th day after the date when the payment of that assessment is due, the Owner of that Unit will be in default. If any Owner is in default with respect to the payment to the Association of any assessment that has been levied against the Unit owned by that Owner, the Association may declare all unpaid installments of that assessment immediately due and payable and the Association may exercise any other remedies available to the Association at law or in equity, including without limitation an action at law for damages. The Association may also discontinue furnishing utilities or other services to that Owner or to the Unit owned by that Owner, upon seven days prior written notice to that Owner. Any Owner in default under these Bylaws may not vote at any meetings of the Association and may not use any of the Common Elements; but, an Owner will not be denied ingress or egress to and from the Unit owned by that Owner.

(ii) (A) Pursuant to Section 108 of the Act, the Association will have a lien against each Unit to secure the payment by the Owner of that Unit of each assessment that is levied

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against that Unit. This lien will be deemed to have been imposed against each Unit as of the first day of the fiscal year in respect of which each assessment is levied. Each Owner and every other Person at any time and from time to time having any interest in and to the Condominium is deemed to have granted to the Association the unqualified right to elect to foreclose this lien in the same manner as the foreclosure of a mortgage under the laws of the State of Michigan pertaining to the foreclosure of mortgages by judicial action or by advertisement, as the case may be; and each defaulting Owner is deemed to have authorized and empowered the Association to sell the Unit owned by the Owner and to receive, hold, and distribute any proceeds of that sale according to applicable law. The Association may not begin to foreclose any lien against any Unit (whether by judicial action or by advertisement) until after the expiration of the 10 day period beginning as of the later of the dates upon which the Association (1) delivers a Notice of Lien (as this term is defined in subparagraph (B), below) to the Owner of that Unit by first class mail, postage prepaid, addressed to the last known address of that Owner and (2) records that Notice of Lien with the Charlevoix County Register of Deeds.

(B) "Notice of Lien" means a written notice prepared by an authorized representative of the Association and stating (1) the number of the Unit in respect of which the notice has been prepared, (2) the name of the Owner of that Unit, (3) the amount due and payable to the Association by that Owner as of the date of the notice (exclusive of interest, costs, attorney fees, and future assessments), and (4) any other information that the Association deems necessary.

(iii) Any Owner who has failed to pay any assessment on or before the 10th day after the date when that assessment is due must also pay to the Association a \$250.00 late charge. Any and all costs, fees (including without limitation reasonable attorney's fees), expenses, or other amounts incurred or paid by the Association to enforce its rights under the Condominium Documents (including without limitation its rights under Paragraph 21, below, or to protect its lien under subparagraph (ii)(A), above) in respect of any defaulting Owner, will be due and payable to the Association by that Owner not later than 10 days after written request is delivered by the Association to that Owner. Pursuant to Section 108 of the Act, the Association will have a lien against each Unit to secure to the Association the payment of any and all of these costs, fees, and expenses. Interest will accrue in respect of the amount of any unpaid assessment or other payments at the rate of seven per cent per annum, from the date upon which the assessment or other payment was due to the date that the assessment is paid in full to the Association; and pursuant to Paragraph 22, below, the Association may also assess fines for late payment or non-payment of assessments. Payments to the Association in respect of delinquent assessments will be allocated first, to any costs to collect that assessment or to enforce the rights of the Association under these Bylaws, including without limitation reasonable attorney's fees; second, to any late charges, interest, or fines; and third, to the delinquent assessments, in the order of their due dates.

(d) (i) Developer will be a member of the Association but during the Development and Sales Period Developer will not be required to pay any assessments that are levied against any Units owned by Developer (including without limitation any assessments to permit the Association to purchase any Unit from Developer or to finance any litigation or other claims against Developer), except that Developer will pay to the Association a proportionate share of all of the current expenses actually incurred by the Association to administer the Condominium. The amount of the expenses that is payable by Developer will be the same percentage as the total percentage of value in respect of the Units then owned by Developer. During the Development and Sales Period Developer will not pay to the Association any amount that is assessed in respect of any deferred maintenance, replacement (or other) reserves, or capital improvements, and Developer will not pay any special assessments.

(ii) Regardless of any of the other terms of these Bylaws or the Master Deed or any other Condominium Documents, the Association does not have the authority to levy any assessment or to incur any expense or legal fees with respect to any litigation without the prior approval of not less than two-thirds of all Owners in value and in number; but this limitation does not limit or preclude any litigation commenced by the Association to collect assessments that have been levied by the Association pursuant to these Bylaws. In no event will Developer be liable for and in no event will any Unit

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owned by Developer be subject to any assessment levied for the purpose of paying any costs, expenses, fees (including attorney's), or other amounts that have been incurred by the Association in respect of any litigation against Developer.

(e) Every Owner must pay the assessments levied against the Unit owned by that Owner, even if that Owner has waived the right to use the General Common Elements or has abandoned the Unit owned by that Owner.

(f) Before any Unit or the interest of any Owner in and to any Unit may be conveyed or transferred or assigned in any manner (including any involuntary conveyance, transfer, or assignment or any conveyance, transfer, or assignment upon the death of the Owner of any Unit, but not including any conveyance, transfer, or assignment for estate planning purposes), the Owner of the Unit will deliver to the Association a written notice describing the conveyance, transfer, or assignment and identifying the Person who will be the new Owner of the Unit. When the Association receives this written notice, the Association will deliver to Owner a statement by the Association of the amount of any unpaid assessments then levied against that Unit. This statement will be binding upon the Association for the period of time that is described in that statement. If this statement discloses that any assessments against that Unit are not paid and if that unpaid amount is paid to the Association on or before the date for the payment of that amount that is stated in the statement, the lien of the Association in respect of that assessment will be extinguished. If any Owner of a Unit does not request this statement at least five days before the date upon which that Owner will convey, transfer, or assign, the interest of that Owner in and to the Unit, then, any assessments levied against that Unit that are not paid as of the date upon which that conveyance, transfer, or assignment occurs will be enforceable against the new Owner of the Unit, to the extent permitted under the Act. The written notice describing any conveyance, transfer, or assignment must be accompanied by a \$750.00 payment to the Association. This payment will be used by the Association to pay the costs of administering the Condominium, including the expenses incurred by the Association to prepare and to deliver the statement that is described in this subparagraph (f). The Association may at any time and from time to time increase amount of the payment that is described under this subparagraph (f).

(g) Regardless of any of the other terms of the Condominium Documents, the foreclosure of any first mortgage of any Unit (or the conveyance of that Unit pursuant to a deed in lieu of the foreclosure of that mortgage), will be deemed to have extinguished the lien of the Association in respect of any assessments or charges against that Unit as of the date of the foreclosure sale or conveyance in lieu of foreclosure; but any Person acquiring that Unit will be liable to pay to the Association the amount of any unpaid assessments or charges in respect of that Unit if the amount of those unpaid assessments or charges are allocated to all of the Units.

(h) The Association will be deemed to be in possession of any tangible personal property of the Condominium that is owned or possessed in common by all of the Owners. Any personal property taxes in respect of this tangible personal property will be assessed against the Association and will be an expense of the administration of the Condominium. Property taxes and special assessments will be levied by any public taxing authority according to the provisions of Section 131 of the Act.

(i) Any construction lien under Act No. 497 of the Michigan Public Acts of 1980, as amended, is subject to the terms of Section 132 of the Act.

(j) Any construction lien under Act No. 497 of the Michigan Public Acts of 1980, as amended, is subject to the terms of Section 132 of the Act.

3. Disputes, Claims, or Grievances. Any disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or any disputes, claims, or grievances between Owners or between any Owner and the Association may be submitted to arbitration (except that any dispute, claim, or grievance pertaining to the title of any Person to any Unit may not be

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submitted to arbitration), if written notice is delivered to the Association and if that notice is accompanied by a written agreement by the parties to submit the dispute, claim, or grievance to arbitration and to accept as final and binding the decision of any arbitrator and to permit any circuit court of the State of Michigan to render a judgment upon any award or determination of the arbitrator. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, will apply to any arbitration. An agreement to arbitrate any particular dispute, claim, or grievance will preclude any of the parties to that agreement from thereafter commencing a judicial action in respect of that same dispute, claim, or grievance. If the parties do not elect to arbitrate any particular dispute, claim, or grievance, any of the parties may commence a judicial action to resolve that dispute, claim, or grievance.

4. Insurance.

(a) Insurance in respect of the General Common Elements will be obtained and maintained by the Association.

(b) (i) Each Owner will at the sole cost and expense of that Owner obtain and maintain in full force and effect all risk property insurance (including extended coverage with 100% replacement cost and with no co-insurance provision, unless the insurance carrier requires co-insurance provisions, in which event an agreed amount endorsement must be attached to the policy of insurance). This insurance must also insure any personal property that is located in any Dwelling or other Improvement constructed on the Unit owned by that Owner or that is otherwise located on or about that Unit. Each Owner will also obtain and maintain in full force and effect comprehensive general liability insurance with \$1,000,000 combined single limits per occurrence, with a minimum aggregate limit of \$2,000,000.

(ii) Upon the request of the Association, each Owner will deliver to the Association evidence satisfactory to the Association that this insurance is in full force and effect. If any Owner fails to maintain this insurance in full force and effect, the Association may obtain that insurance on behalf of that Owner. In this event the amount of any premiums paid by the Association will be paid to the Association not later than 10 days after written request is delivered to that Owner. The amount of any premiums paid by the Association will be a lien against the Unit owned by that Owner, pursuant to the provisions of the Declaration.

(iii) Regardless of the terms of subparagraph (i), above, the Association may obtain and maintain in full force and effect the property insurance described under subparagraph (i), above (but not any personal property insurance), for all of the Units. In this event the Association will deliver to each Owner written notice describing the insurance and the name and address of the insurer and the effective date of this coverage, which date will not be any earlier than 60 days after the date of this notice. The Association will also deliver to each Owner a certificate of this insurance, as soon as a certificate is prepared by the insurance company. The amount of the premium for this insurance will be an expense of administering the Condominium. The Association will not reimburse any Owner for any cost or expense incurred by that Owner to cancel any property insurance then maintained by that Owner or for the amount of any unused premium in respect of that canceled insurance. To the extent that any Owner does or permits anything to be done or kept on the Unit owned by that Owner that will increase the amount of the premium payable by the Association to obtain and maintain this insurance, that Owner will pay to the Association the amount of that additional premium. The amount of this additional premium will be paid to the Community Association not later than 10 days after written request is delivered to that Owner. This amount will be a lien against the Unit owned by that Owner, pursuant to the provisions of the Declaration. The Association is not in any event required to obtain any of the insurance described under this subparagraph (b).

(c) Each of the property and liability insurance policies obtained by the Association and by each Owner will include a waiver by the insurer of all rights of subrogation against the Association and each Owner and Developer, as the case may be, in respect of any claims that arise by reason of any

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payment under that policy or by reason of any act or omission of the Association or any Owner and Developer, as the case may be.

(d) Each Owner will indemnify and hold each other Owner and the Association and Developer harmless from and against any and all damages, costs, or fees (including without limitation reasonable attorney's fees) that each other Owner or the Association or Developer pays or incurs in respect of any claim arising out of any occurrence on or about the Unit owned by that Owner. If required by Developer (during the Development and Sales Period) or the Association, each Owner will obtain and maintain in full force and effect contractual liability insurance in respect of this indemnity; but, this requirement does not mean that any insurer has any right to be subrogated to any claim by Developer or the Association or any other Owner.

5. Reconstruction and Repair; Eminent Domain.

(a) (i) The Association will repair or replace any of the General Common Elements that are damaged or destroyed by casualty or by any other cause according to the terms of the Condominium Documents.

(ii) If any Unit or any Dwelling or other Improvement on any Unit is damaged or destroyed, the Owner of that Unit will at the sole cost and expense of that Owner immediately repair or replace the Dwelling or other Improvement, as the case may be, to the condition that existed before the damage or destruction and otherwise according to the terms of the Condominium Documents. If any Dwelling or other Improvement on any Unit is completely destroyed, the Owner of that Unit will immediately demolish that Dwelling or Improvement and remove from the Unit any and all debris and restore the landscaping on the Unit in order that the Unit will be maintained in an attractive condition until a new Dwelling is constructed on that Unit.

(b) (i) If all or any portion of any Unit is taken by eminent domain or deed or other conveyance in lieu thereof, the award will be paid to the Owner of that Unit and any mortgagee, as their interests may appear, regardless of the terms of the Act.

(ii) If all or any portion of the General Common Elements are taken by eminent domain or deed or other conveyance in lieu thereof, the award will be paid to the Owners (and their respective mortgagees) in proportion to their respective interests in the General Common Elements. In this event the Owners will determine whether or not to rebuild, repair, or replace the portion of the General Common Elements taken.

(iii) If the Condominium continues after any taking, the remaining portion of the Condominium will be resurveyed. The Master Deed will be amended to incorporate any modifications of the Condominium and if any Units have been taken, the percentage of value of the remaining Units will be adjusted in order that the total percentage of value of all of the Units is 100%. This amendment may be signed by an officer of the Association, duly authorized by the board of directors of the Association.

(iv) If the Association is notified that all or any portion of the Condominium or any Unit or the Common Elements is the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association will promptly notify each institutional holder of a first mortgage of any Unit.

(v) To the extent not inconsistent with the foregoing, the terms of Section 133 of the Act will determine the rights and remedies of any parties in the event of any taking described in this subparagraph (b).

(c) If any Unit is mortgaged to the Federal Home Loan Mortgage Corporation ("FHLMC") or to the Federal National Mortgage Association ("FNMA") and if FHLMC or FNMA, as the case

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may be, delivers written notice of that mortgage to the Association, the Association will deliver to FHLMC or FNMA, as the case may be (at the address specified in the notice), written notice of any loss or taking as described above, if the amount of the loss or the taking exceeds \$10,000 and if the amount of the mortgage exceeds \$1,000.

6. Requirements About Leasing.

(a) Any Owner may lease the Unit owned by that Owner, subject to the terms of the Condominium Documents.

(b) The term of any lease of any Unit must be at least 30 days. Each lease of a Unit will incorporate (and is deemed to incorporate) all of the terms of the Condominium Documents.

(c) If at any time during the term of any lease of any Unit the Association determines that the tenant under that lease (or any other non-Owner occupant) has not complied with the terms of the Condominium Documents:

(i) the Association will deliver written notice to the Owner of that Unit, by certified mail;

(ii) that Owner will have 15 days after receiving that notice to investigate and to correct the alleged breach or to advise the Association that a breach has not occurred; and

(iii) if after the expiration of this 15 day period the Association believes that the alleged breach is not cured or may be repeated, the Association may begin an action to evict the tenant or non-Owner occupant of that Unit and an action for money damages against that Owner and the tenant or non-Owner occupant for breach of the terms of the Condominium Documents. The relief described under this subparagraph may be by summary proceeding. An Owner and any tenant of that Owner and any other non-Owner occupant of the Unit owned by that Owner will be jointly and severally liable any damage to the General Common Elements caused by the Owner or tenant or non-Owner occupant.

(d) If an Owner is in arrears to the Association in respect of the payment of any assessments levied against the Unit owned by that Owner, the Association may give written notice to any tenant occupying that Unit. Upon receiving this notice, that tenant will deduct from any rental payments payable to that Owner the amount of the arrearage (together with the amount of any future assessments against that Unit, as they become due and payable to the Association) and that tenant will pay these amounts to the Association. Any payments to the Association by a tenant will in no event be deemed to be a default under any lease of any Unit to that tenant.

(e) Developer may lease any Units owned by Developer on terms determined by Developer in its discretion.

7. Requirements Regarding Dwellings and Improvements.

(a) (i) Unless otherwise specifically permitted, the only structure that may be constructed and maintained upon a Unit is a single-family dwelling that complies with the terms of the Condominium Documents (a "Dwelling"). Every Dwelling will otherwise be designed, developed, and constructed to be dignified and to be harmonious and complementary with every other Dwelling, as determined by Developer in its sole discretion.

(ii) Any other building, structure, or improvement (an "Improvement") may only be constructed or installed or maintained upon a Unit with the prior written consent of Developer, which Developer may withhold in its sole discretion. "Improvements" also means without limitation

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swimming pools, jacuzzis, hot tubs, fences, walls, hedges, outside radio or television aerials or antennae, satellite dishes or other reception or transmission devices, basketball hoops or backboards, landscaping materials, lawn ornaments, sculptures, statues, or signs, none of which may be installed or maintained upon any Unit (including without limitation any signs stating that any Unit is for rent or for sale or any signs identifying any architect, builder, contractor, landscaper, or landscape architect) without the prior written approval of Developer, which Developer may withhold in its sole discretion. The identification in the preceding sentence of any particular Improvement does not mean that the owner of a Unit has any right to require Developer to approve that particular Improvement. Improvements will be designed, developed, and constructed to be dignified and to be harmonious and complementary with every Dwelling and with every other Improvement, as determined by Developer in its sole discretion. Temporary buildings or structures may not be constructed or erected or installed or maintained upon any Unit and mobile homes, trailers, campers, tents, shacks, tool sheds, barns, tree houses, or any other similar structure may not be located or installed or maintained upon any Unit, whether temporarily or permanently.

(b) The right of Developer to determine the design and architectural style of every Dwelling and Improvement means without limitation that Developer has the right to approve or not to approve in Developer's sole discretion every specification about a Dwelling or Improvement, including without limitation the maximum height of any Dwelling or Improvement, the minimum or maximum livable floor area of any Dwelling, the minimum and maximum width of any Dwelling, the location of any Dwelling or Improvement on any Unit, or any other specifications for any Dwelling or Improvement, including without limitation the type of materials used for siding or roofing and the color of any Dwelling or Improvement.

(c) To obtain Developer's approval about any Dwelling or Improvement, Developer may require that an Owner (or an authorized representative of that Owner) must submit to Developer plans and specifications or other material that Developer determines in its sole discretion is required in order that Developer will have sufficient information to act on the request of an Owner for approval of a Dwelling or Improvement. The material required by Developer could include without limitation a survey of the Unit, a site plan, a floor plan, front and rear elevation drawings, and a complete description of all of the colors and types of exterior materials in respect of the Dwelling or Improvement.

(d) Any Dwelling or Improvement (or any alteration, modification, or variance of any Dwelling or Improvement) that is not in strict compliance with the terms of these Bylaws may not be constructed or maintained upon any Unit unless the condition of the Dwelling or Improvement that does not comply with the terms of these Bylaws was identified to Developer in the submissions required under subparagraph (c), above, and unless that condition was specifically recognized by Developer and approved by Developer in writing. Every Dwelling and Improvement and every alteration, modification, or variance of any Improvement must be constructed and installed in strict compliance with Developer's approval for that Dwelling or Improvement or for any alteration, modification, or variance of any Dwelling or Improvement.

(e) A Dwelling or an Improvement may not be altered or modified or varied in any manner (including without limitation the materials and colors that will be used in respect of the construction and installation of that Improvement) from the terms of Developer's approval and Developer's approval must be obtained to alter or to modify or to vary any Dwelling or Improvement (even if that alteration or modification or variance is required for reasons beyond the control of the Owner of that Dwelling or Improvement).

(f) Mailboxes and street address designations may not be installed upon any Unit without the prior written approval of Developer. At any time and from time to time Developer may elect that all of the mailboxes in the Condominium will be clustered at a common location; and in this event all of the mailboxes in the Condominium will be installed according to plans and specifications determined by Developer and at a common location that is determined by Developer. The cost of installing these mailboxes will be paid by each Owner and the Association may levy an assessment against each Unit to pay for the cost of installing any mailboxes.

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8. Requirements Regarding Construction upon Units.

(a) All construction will be diligently continued without interruption until completion, subject to delays caused by strikes, fires, national emergencies, or natural calamities. The exterior of all Dwellings and other Improvements must be completed not later than nine months after the date upon which construction is started. Construction may not be started if all of the permits, approvals, and other governmental consents that are required in respect of that construction have not been obtained and are not in full force and effect.

(b) Unless required to prevent any loss of life or any personal injury or any substantial property damage, construction may not occur in the Condominium between 6:00 p.m. and 8:00 a.m. on any day and construction may not occur at any time on a Saturday or on a Sunday or on a legal holiday. "Construction" means construction inside or outside of any Dwelling or Improvement but does not mean general repair work performed solely by an Owner.

(c) All landscaping must be completed as soon as weather permits but in any event not later than 90 days after the exterior of any Dwelling has been (or with due diligence should have been) substantially completed.

(d) During the construction of a Dwelling upon a Unit, Developer may in its sole discretion permit the contractor constructing that Dwelling to locate a temporary shelter on that Unit. This shelter may not be used for overnight occupancy and this shelter must be immediately removed from the Unit upon the completion of the Dwelling. The size and location of this shelter will be subject to the prior written approval of Developer, which approval Developer may withhold in its sole discretion.

9. Requirements Regarding Use and Occupancy of Units.

(a) The Association and each Owner, as the case may be, will at all time use and maintain the Condominium (including without limitation each Unit and the Common Elements) as a beautiful, serene, first class, private, residential community, according to the terms of the Condominium Documents.

(b) Units may only be used as single-family residences and from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family); but in no event may any Unit be used as a residence for more than one family. Units may not be used to conduct any business, trade, or profession, except that any Owner may (i) maintain a professional library in a Dwelling, (ii) maintain personal records and conduct personal business in that Dwelling, and (iii) participate in business or professional telephone calls at that Dwelling.

(c) Every vehicle (including without limitation trailers, trucks, pick-up trucks, boats, boat trailers, aircraft, commercial vehicles, campers, recreational vehicles, passenger vans, and abandoned, inoperable, and seldom used passenger cars and mini-vans) that is located upon a Unit must be parked within a garage. The only vehicles that may be parked on a driveway are frequently used passenger cars, mini-vans, or similar passenger vehicles. Garage doors will be closed, except during any entry into or exit from the garage. Off-road and all-terrain vehicles (including without limitation motorcycles designed primarily for off-road use), snowmobiles, and any other vehicles designed primarily for off-road use may not be used, maintained, or operated in the Condominium. Parking on any roads in the Condominium is not permitted without the prior written consent of Developer, which Developer may withhold in its sole discretion.

(d) Fixtures, furnishings, equipment, and any other property may not be stored outside of any Dwelling or Improvement.

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(e) Each Owner will at the sole cost and expense of that Owner maintain the Unit owned by that Owner (including without limitation any Dwelling, any Improvements, and any lawn, garden, or landscaping on that Unit) in excellent and attractive and neat and clean condition and in compliance with the terms of the Condominium Documents. This is an obligation of each Owner regardless of whether a Dwelling or any Improvement exists upon the Unit owned by that Owner. Vegetable gardens are not permitted within the Condominium.

(f) After landscaping has been installed upon a Unit, the Owner of that Unit will maintain that landscaping in good and slightly condition, consistent with the approved landscaping plan of that Unit. Landscaping (including without limitation mowing, sweeping, leaf gathering, gardening, fertilizing, and any other lawn maintenance activities) may not be performed or permitted on Saturdays, Sundays or legal holidays. These activities may be conducted on other days only between 10:00 a.m. and 6:00 p.m. (Watering a lawn or garden by sprinkler system or using a typical garden hose is not a lawn maintenance activity for the purpose of this paragraph.)

(g) Animals and fowl may not be kept in the Condominium, other than typical household pets which are confined to the Unit owned or occupied by the owner of that pet. Any pets creating a nuisance will be restrained and may be removed from the Condominium upon the direction of the Association. Pets may not be left outdoors overnight.

(h) Any activity that is conducted upon any Unit that is noxious or offensive or that is a nuisance or that may embarrass, discomfort, or annoy any other Persons occupying Units is prohibited. Trash, leaves, or any other debris may not be burned within the Condominium. Any device or thing or activity whatsoever that is in any manner whatsoever noxious, noisy, dangerous, unsightly, or unpleasant or that might diminish or destroy the reasonable enjoyment of the Condominium is prohibited.

(i) At any time and from time to time the Association may establish reasonable rules and regulations regarding the use of the Condominium that are consistent with the terms of the Condominium Documents and with the Act. Copies of any and all of these rules and regulations (and any amendments thereto) will be furnished to all of the Owners.

10. Reserved Rights of Developer.

(a) Regardless of any of the other terms of the Condominium Documents, Developer may at any time and from time to time in its sole discretion waive or modify or amend any of the restrictions or requirements under the Condominium Documents.

(b) Any waiver under the Condominium Documents by Developer must be set forth in a written instrument identifying the specific restriction or requirement of the Condominium Documents waived by Developer and the specific condition in respect of which the restriction or requirement is waived. This writing must also include without limitation an identification of the Unit in respect of which the waiver will be delivered and the name Owner of that Unit. Any waiver by Developer will only be effective to the extent set forth in this written instrument and will not be a waiver of the same restriction or requirement in respect of any other matter (including without limitation the same matter if that matter occurs again in the future) or for the benefit of any other Owner. In no event is Developer obligated to waive any requirement or restriction under the Condominium Documents.

(c) Any approval by Developer of any Dwelling or Improvement is not a representation or warranty by Developer that that Dwelling or Improvement is properly designed or conforms with applicable ordinances or other requirements of governmental authority. Each Owner is solely responsible to determine whether any Dwelling or Improvement to be constructed by that Owner complies with the requirements of applicable law and to obtain any and all governmental permits, consents, and approvals required to construct or to install any Dwelling or Improvement upon any Unit.

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(d) Developer is not liable to any Person in any manner in respect of any approval or disapproval of any plans or specifications for any Dwelling or Improvement or in respect of any waiver or nonwaiver of any requirement or restriction under the Condominium Documents. In no event is any Person (including without limitation any Owner) permitted to contest judicially any approval or disapproval or waiver or nonwaiver by Developer in respect of any matter, if under the Condominium Documents Developer has reserved the right to approve or to waive that matter.

(e) Regardless of any of the other terms of the Condominium Documents, the restrictions and requirements of the Condominium Documents are not applicable to any of the activities of Developer pertaining to the development of the Condominium, including without limitation the installation of any signs or billboards; and during the Development and Sales Period Developer may construct and maintain upon the Condominium a sales office, a business office, a construction office, a model Dwelling, storage areas, and reasonable parking.

(f) Any and all of the rights and powers of Developer that have been granted to or reserved by law or in the Condominium Documents to Developer (including without limitation any right or power to approve or to disapprove any act, use, or proposed action or any other matter or thing) may be assigned by Developer to any Person, including without limitation to the Association. Any assignment by Developer must be evidenced by a written instrument that must also be signed by the assignee to evidence the assumption by that assignee of the rights of Developer.

(g) ANY APPROVAL, WAIVER, OR OTHER ACTION BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY DEVELOPER. OWNERS (AND ANY OTHER PERSONS) MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING WITHOUT LIMITATION ANY EMPLOYEES OR REPRESENTATIVES OF DEVELOPER) OTHER THAN DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS, AND OTHER REPRESENTATIVES AND ADVISERS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS, OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.

11. Voting.

(a) At any meeting of the Association, each Owner may cast one vote in respect of each Unit owned by that Owner. Except as provided under Paragraph 13(d) of these Bylaws, Developer is the only person entitled to vote at meetings of the Association before the First Annual Meeting. Developer may vote at meetings of the Association before the First Annual Meeting, even if Developer does not then own any Units. At and after the First Annual Meeting Developer may cast one vote in respect of each Unit owned by Developer; but, if Developer designates any directors pursuant to Paragraph 14(d) of these Bylaws, Developer may not cast any votes to elect any other directors.

(b) Immediately after acquiring a Unit, the Owner of that Unit will deliver to the Association a written notice identifying that Unit and stating the name and address of the Owner of that Unit. If that Unit is owned by more than one Person, this notice must state the name and address of each Person owning the Unit and must also identify the one Person that is authorized by all of the Persons owning that Unit to cast the one vote in respect of that Unit. All notices delivered by the Association will be delivered to that one Person on behalf of all of the Persons owning that Unit. This notice must be signed by each Person owning that Unit. At any time and from time to time all of the Persons owning any particular Unit may deliver to the Association a written notice signed by all of those Persons and designating any other Person to cast the one vote in respect of that Unit.

(c) An Owner (other than Developer) may not vote at any meeting of the Association unless that Owner has delivered to the Association the notice described under subparagraph (b), above. Each vote in respect of each Unit must be cast by the Owner of that Unit or by the duly designated

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representative of the Persons owning that Unit. A vote may be cast in person or by proxy or in writing. Any votes that are cast in writing must be signed by the Owner or the duly designated representative casting that vote. Proxies and written votes must be delivered to the secretary of the Association not later than the scheduled time of any meeting of the Association. Cumulative voting is prohibited.

12. Meetings of the Association.

(a) (i) The first annual meeting of the Association may only be convened by Developer. Developer may convene the first annual meeting at any time after more than 50% of all of the Units have been conveyed to Persons other than Developer and all of those Owners have qualified as members of the Association; but the first annual meeting must be convened not later than 120 days after Developer has conveyed legal or equitable title to non-developer Owners of 75% of all of the Units that may be created in the Condominium or 54 months after the date upon which Developer first conveyed to a non-Developer Owner legal or equitable title to any Unit, whichever first occurs. At any time prior to the first annual meeting, Developer may call meetings of the Association for informative or other appropriate purposes; but in no event will any of these meetings be the first annual meeting. At least 10 days prior to the date of the first annual meeting, the Association will deliver written notice to each Owner stating the date, time, and location of that meeting.

(ii) Not later than the earlier of (A) one year after Developer has conveyed to any other Person legal or equitable title to any Unit and (B) 120 days after Developer has conveyed to any other Persons at least one-third of all of the Units that may be created in the Condominium, Developer will establish an Advisory Committee consisting of at least three Owners other than Developer. This committee may be established and operated by Developer in any manner that Developer determines. The only purpose of the Advisory Committee is to facilitate communication between the Association and non-Developer Owners and to aid in the transition of control of the Association from Developer to non-Developer Owners. The Advisory Committee will automatically terminate when non-Developer Owners have sufficient votes to elect a majority of the board of directors of the Association. At any time and from time to time Developer may in its sole discretion remove any member of the Advisory Committee and replace that member with any other Owner designated by Developer.

(b) After the first annual meeting of the Association, annual meetings of the Association will be held on the second Tuesday of each September. The second annual meeting will not be held any sooner than eight months from and after the date of the first annual meeting. The date, time, and location of each annual meeting after the first annual meeting will be determined by the Association and at least 10 days prior written notice of that meeting will be delivered to each Owner. At each annual meeting of the Association, the Owners will elect by ballot a Board of Directors of the Association and the Owners may also conduct any other business at these meetings, to the extent permitted by the rules of procedure governing that meeting.

(c) If directed by a resolution of the board of directors of the Association or by a petition signed by at least one-third of all of the Owners and presented to the secretary of the Association, the president of the Association will call a special meeting of the Association to conduct any business specified in that resolution or petition. Notice of any special meeting will state the specific business to be conducted at that meeting and the only business that may be conducted at that meeting is the business stated in this notice.

(d) The secretary of the Association will deliver to each Owner a notice of each annual or special meeting of the Association. This notice will state the purpose of the meeting and the time of the meeting. Meetings of the Association will be held at the principal office of the Association or at any other location that is convenient to all of the Owners and that is specified in this notice. This notice must be delivered to each Owner not less than 10 days and not more than 60 days prior to the meeting described in that notice. If the notice is addressed to each Owner at the address of that Owner that has been identified to the Association pursuant to Paragraph 12(b), above, and if that notice is deposited with the United States

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Postal Service, with postage prepaid, for delivery by first class mail, that notice will be deemed to have been properly delivered to the recipient of that notice. This notice may be waived by any Owner, if that Owner delivers a written waiver of that notice to the secretary of the Association.

(e) A meeting of the Association may not be conducted if a quorum is not present at that meeting. Unless otherwise provided in the Condominium Documents, a quorum is present at any meeting of the Association if at that particular meeting at least 35% of the value of all of the votes that could be cast at a meeting of the Association at which all of the Owners permitted to vote were present in person, may be cast at that particular meeting (either by Owners or designated representatives present in person or by proxy or by written vote). If a quorum is not present at any particular meeting, the Owners that are present in person at that meeting will adjourn that meeting and may reschedule that meeting to any time that is at least 48 hours later than the adjourned meeting. Unless otherwise provided in the Condominium Documents, any matter in respect of which the votes of the Owners are cast will be determined by a majority of the votes that are cast, whether the votes are cast in person or by proxy or by written vote. A majority of votes is more than 50% of the total value of all of the votes cast at any meeting of the Association that has been duly called and convened.

(f) The order of the business to be conducted at meetings of the Association will be: First, to determine whether a quorum is present; Second, to determine that every Owner has received notice of the meeting or has duly waived notice of the meeting; Third, to read the minutes of the preceding meeting; Fourth, to receive reports by officers; Fifth, to receive reports by committees; Sixth, to appoint inspectors of election (at annual meetings and at special meetings called to elect directors); Seventh, to elect directors (at annual meetings and at special meetings called to elect directors); Eighth, to attend to any unfinished business; and Ninth, to attend to any new business. Meetings of the Association will be conducted by the most senior officer of the Association who is present at that meeting. The order of seniority of the officers is president, vice president, secretary, treasurer. Meetings of the Association will otherwise be conducted according to any generally recognized manual of parliamentary procedures, to the extent that those procedures are not in conflict with the Condominium Documents or the laws of the State of Michigan.

(g) Minutes of each meeting of the Association will be prepared by the secretary of the Association and will be signed by the president or the secretary; and when signed will be presumed truthfully to evidence the matters set forth in those minutes. A recitation in the minutes of any meeting that notice of that meeting was properly delivered to each Owner is prima facie evidence that notice of that meeting was properly delivered to each Owner.

(h) Any action that may be taken at a meeting of the Association (other than the election or removal of directors) may be taken by written ballot of the Owners, without a meeting of the Association. In this event, ballots will be delivered to each Owner in the same manner that notices are required to be delivered under subparagraph (d), above. These ballots will state (i) the specific action in respect of which the ballot has been delivered, (ii) the number of ballots that must be returned in order that a quorum will have been constituted in respect of that action, (iii) the total value of votes that are required to approve that action, and (iv) the date by which the ballot must be returned to the secretary of the Association to be a valid ballot. The ballot will be in a form that will permit each Owner to approve or to disapprove the action specified in that ballot. Any action in respect of which written ballots are delivered to Owners will be deemed to have been approved if a sufficient number of valid ballots are delivered to the secretary of the Association to constitute a quorum and if the value of the votes cast pursuant to those ballots which have been marked to indicate that the action described in the ballots has been approved, exceeds the value of votes that is required to approve that action.

(i) The transaction of any business at any meeting of the Association (whether that meeting is an annual meeting or a special meeting) that is duly called and convened and at which all of the Owners are not present (whether in person or by proxy or by written vote), will be as valid as the transaction of business at any meeting of the Association at which all of the Owners are present (whether

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in person or by proxy or by written vote), if either before or after that meeting each of the Owners that were not present at that meeting in person or by proxy or by written vote signs and delivers to the secretary of the Association a written waiver of notice of that meeting or a consent to that meeting or an approval of the minutes of that meeting. All of these waivers, consents, and approvals will be filed with the records of the Association or will be included as a part of the minutes of that meeting.

13. Board of Directors of the Association.

(a) The board of directors of the Association has all of the powers and duties necessary to administer the Association and the Condominium and may do any and all other acts and things that are not prohibited by the Condominium Documents or that are not required by the Condominium Documents to be done by the Owners. Any action required by the Condominium Documents to be done by the Association will be performed by action of the board of directors, unless specifically required to be done by or with the approval of the Owners. In addition to the foregoing powers and duties, the board of directors has the power and authority and the duty:

(i) To manage and administer the affairs of and to maintain the Condominium according to the terms of the Condominium Documents and the Act.

(ii) To levy assessments against Units and to collect assessments from Owners and to use the proceeds thereof for the purposes of the Association.

(iii) To obtain and maintain insurance and to collect and to disburse any insurance proceeds, including without limitation for the purpose of rebuilding any improvements to the Condominium.

(iv) To contract for and to employ persons, firms, corporations, or other agents to assist the board of directors to manage, operate, maintain, and administer the Condominium.

(v) To acquire, maintain, improve, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including without limitation any Unit and easements, rights-of-way, and licenses).

(vi) To borrow money, to issue evidence of indebtedness, and to secure any indebtedness by mortgage, pledge, or other lien on property owned by the Association, but this action must also be approved by the affirmative vote of 75% of the value of all of the votes that may be cast by all of the Owners.

(vii) To establish rules and regulations pursuant to these Bylaws.

(viii) To establish any committees that the Board of Directors deems necessary, convenient, or desirable to implement the administration of the Condominium and to delegate to these committees any functions or responsibilities that are not required to be performed by the board of directors and to appoint Owners to these committees.

(ix) To enforce the terms of the Condominium Documents.

(b) On behalf of the Association the board of directors may employ a professional manager (which may be Developer or any Person related to or otherwise affiliated with Developer) to perform any duties and services that the board of directors may authorize, including without limitation any of the duties and services to be performed by the board of directors (but not any of the duties of the board of directors that by law or by the terms of the Condominium Documents must be performed by the board of directors). This manager may be paid a reasonable fee that will be determined by the board of directors. The board of directors is not permitted to enter into any contract with a professional manager (or into any

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contract with Developer), if the maximum term of that contract is greater than three years or if that contract may not be terminated by the Association upon 90 days prior written notice or if that contract requires the payment of a termination fee or if that contract violates any of the provisions of Section 55 of the Act.

(c) (i) Subject to the terms of subparagraph (d), below, the board of directors of the Association will be elected by the Owners at annual meetings of the Association. The Board of Directors will consist of three directors. Each director on the Board of Directors (other than any directors elected or appointed by Developer) must be an Owner or an officer, partner, member, or trustee of an Owner. Directors will not be compensated. The term of each director will be two years, other than the one year term of the two directors elected at the first annual meeting as described under subparagraph (ii), below; but each director will in any event remain in office until the successor to that director has been elected.

(ii) (A) At the first annual meeting of the Association, two directors will be elected to one year terms and one director will be elected to a two year term. At this meeting all of the nominees to be directors will be identified to the Owners on a single ballot. The two nominees receiving the highest number of votes will be elected to two year terms and the nominee receiving the next highest number of votes will be elected to a one year term.

(B) At each subsequent annual meeting of the Association, a number of directors will be elected that is equal to the number of directors whose terms have then expired. At these meetings all of the nominees to be directors will be identified to the Owners on a single ballot and the nominees who receive the highest number of votes will be elected, up to the number of nominees that is equal to the number of directors whose terms have then expired.

(d) Subparagraph (c), above, to the contrary notwithstanding:

(i) The first board of directors will consist of three directors, each of whom will be appointed by Developer. The term of any director that is appointed by Developer will expire at any time designated by Developer in its sole discretion (or at any earlier time if that director must be removed from the board of directors to permit the election of directors by non-Developer Owners). Any action by this board of directors (or by any other board of directors consisting of a majority of directors that have been appointed by Developer) will be binding upon the Association if that action is within the scope of the powers and duties under the Condominium Documents of the board of directors.

(ii) Not later than 120 days after Developer conveys to non-Developer Owners legal or equitable title to at least 25% of all of the Units that may be created in the Condominium, Developer will conduct a special meeting of the Association. The only business that may be conducted at this special meeting is to permit the non-Developer Owners to elect one director. This director will replace one of the three directors theretofore appointed by Developer. Developer will identify the director that will be replaced by this new director. This special meeting will not be the first annual meeting of the Association.

(iii) Not later than 120 days after Developer conveys to non-Developer Owners legal or equitable title to at least 75% of all of the Units that may be created in the Condominium, Developer will conduct a special meeting of the Association. The only business that may be conducted at this special meeting is to permit the non-Developer Owners to elect all directors to the Board of Directors, except that Developer may appoint one director if Developer then owns at least 10% of all of the Units that may be created in the Condominium. This special meeting will not be the first annual meeting of the Association, unless this meeting is specifically designated by Developer as the first annual meeting of the Association.

(iv) (A) As of the expiration of 54 months after Developer first conveys to a non-Developer Owner legal or equitable title to any Unit (and regardless of the number of Units that have

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then been conveyed by Developer), Developer will conduct a special meeting of the Association. The only business that may be conducted at this special meeting is to permit the non-Developer Owners to elect to the board of directors the number of directors that is equal to the product of the then number of directors and the percentage of all of the Units that have then been conveyed to non-Developer Owners and to permit Developer to elect to the board of directors the number of directors that is equal to the product of the then number of directors and the percentage of all of the Units then owned by Developer and in respect of which Developer pays assessments to the Association. This election may increase (but may not decrease) the minimum number of directors that would otherwise have been elected to the board of directors by non-Developer Owners. The terms of this subparagraph do not require that the number of directors will be increased. This special meeting will not be the first annual meeting of the Association, unless this meeting is specifically designated by Developer as the first annual meeting of the Association.

(B) If the number of directors that may be elected by non-developer Owners under subparagraph (A), above, is not a whole number and if the fractional amount of that number is equal to or greater than one-half, that number will be rounded up to the next whole number and this next whole number will be the number of directors that may be elected by non-Developer Owners. In this event the number of directors that may be elected by Developer will be the then number of directors less this whole number, but in no event will the terms of this subparagraph (B), eliminate the right of the Developer to designate one director under subparagraph (iv), above.

(e) The first meeting of any board of directors as to which any new director has been elected will be held not later than ten days after the election of that new director. This meeting will be held at a place that will be determined by the directors at the meeting at which any new directors were elected. Notice of this meeting is not required to be delivered to any newly elected directors if a majority of the entire board of directors was present at the meeting where any new directors were elected.

(f) Regular meetings of the board of directors will be held at times and locations to be determined from time to time by a majority of the directors, but the board of directors must conduct at least two regular meetings during each fiscal year of the Association.

(g) Special meetings of the board of directors may be called upon request of the president or upon the written request of any two directors.

(h) The secretary of the Association will deliver to each director a notice of each regular or special meeting of the board of directors. This notice will state the purpose of the meeting and the time of the meeting. Meetings of the board of directors will be held at the principal office of the Association or at any other location that is convenient to all of the directors and that is specified in this notice. This notice must be delivered to each director not less than 10 days and not more than 60 days prior to any regular meeting described in that notice and not less than three days prior to any special meeting described in that notice. If the notice is addressed to each director at the address of that director that has been identified to the Association pursuant to Paragraph 12(b), above, and if that notice is deposited with the United States Postal Service, with postage prepaid, for delivery by first class mail, that notice will be deemed to have been properly delivered to the recipient of that notice. Prior to or at any meeting of the board of directors, any director may waive notice of that meeting in writing. Any director attending a meeting of the board of directors will be deemed to have waived notice of that meeting. If all of the directors are present at any meeting of the board of directors, no notice of that meeting is required.

(i) A meeting of the board of directors may not be conducted if a quorum is not present at that meeting. A quorum is present at any meeting of the board of directors if at that particular meeting at least a majority of the number of directors is present in person at that meeting. If a quorum is not present at any particular meeting, the directors that are present in person at that meeting will adjourn that meeting and may reschedule that meeting to any time that is at least 24 hours later than the adjourned meeting.

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(j) At any regular or special meeting of the Association that has been duly called and convened (including without limitation delivery of proper notice of the action proposed to be taken at that meeting), any one or more of the directors may be removed (with or without cause) by a majority of the value of the votes of the Owners, but the Owners may not elect to remove a director from the board of directors unless that director has had the opportunity to speak at that meeting.

(k) If any director resigns from the board of directors, that director will be replaced by a director who will be elected by the majority vote of the remaining directors (even if the number of remaining directors does not constitute a quorum). The term of that new director will be the unexpired portion of the term of the director replaced by that new director. Notwithstanding the foregoing, Developer will have the sole and exclusive authority to appoint a new director to replace any director who was appointed to the board of directors by Developer and the non-Developer Owners will elect a director to replace any director who resigns and who was elected to the Board of Directors by the non-Developer Owners pursuant to subparagraph (d), above.

14. Officers: Manager.

(a) The officers of the Association will be elected annually by the board of directors. The term of each officer will be one year, but each officer will remain in office until the successor to that officer has been elected. The principal officers of the Association are:

(i) The president, who will be the chief executive officer of the Association. One of the directors will be elected by the board of directors to be the president of the Association. The president will preside at all of the meetings of the Association and of the board of directors of the Association. The president will have all of the general powers and duties which are typically vested in the office of the president of a nonprofit association of co-owners, including without limitation the discretionary power to appoint committees of Owners to assist the president with the administration of the Association.

(ii) The vice president, who will perform all of duties which are typically vested in the vice president of a nonprofit association of co-owners and who will also perform any other duties that are from time to time and at any time imposed upon the vice president by the board of directors. If the president is absent or is otherwise not able to perform the duties of the president, the vice president will also perform those duties. If both the president and the vice president are absent or are otherwise unable to perform their respective duties, the board of directors will appoint a member of the board of directors to perform those duties on an interim basis.

(iii) The secretary, who will maintain minutes of all of the meetings of the board of directors and of all of the meetings of the Association. If the Association has a seal, the secretary will keep that seal. The secretary will also maintain any other books and papers that the board of directors may require and will also perform any other duties which are typically vested in the secretary of a nonprofit association of co-owners.

(iv) The treasurer, who will be responsible for the funds and any securities of the Association. The treasurer will maintain full and accurate records of all of the expenditures and receipts of the Association. The treasurer will be responsible to deposit all of the monies and other valuable possessions of the Association in the name of and to the credit of the Association, with banks and savings associations that are from time to time designated by the board of directors.

(b) The board of directors may also appoint an assistant treasurer, an assistant secretary, and any other officers deemed necessary by the board of directors. Any person other than the president or the vice president may be elected to hold two offices. The officers of the Association will also have any other duties, powers, and responsibilities that are from time to time and at any time authorized by the board of directors.

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(c) The term of any officer may at any time be terminated with or without cause upon the affirmative vote by a majority of the board of directors. The board of directors may not vote to terminate the term of any officer at any particular meeting unless notice was included in the notice of that meeting, and before any vote to terminate the term of any officer, the board of directors must permit that officer to appear before and be heard by the board of directors. The board of directors may elect a successor to that officer at that same meeting or at any regular meeting of the board of directors or at any special meeting of the board of directors, called for that purpose.

15. Finance.

(a) The Association will maintain detailed records describing all of the expenditures and receipts of the Association to administer the Condominium. These records will specify the maintenance and repair expenses in respect of the General Common Elements and will also specify any other expenses incurred by or on behalf of the Association. These records (and any other records maintained by the Association) may be inspected by any Owners or by any mortgagee of any Unit during reasonable business hours.

(b) At least once each year the Association will prepare and will distribute to each Owner a financial statement of the Association. The Association will determine the content of this statement. At least once each year the financial records of the Association will be audited by qualified, independent auditors. These auditors are not required to be certified public accountants and this audit is not required to be a certified audit. If the first mortgagee of any Unit is an institutional lender, then upon the written request of that lender the Association will deliver a copy of the financial statement of the Association to that lender, not later than 90 days after the expiration of the fiscal year of the Association. All of the costs incurred hereunder by the Association are expenses to administer the Condominium.

(c) The fiscal year of the Association will be an annual period that will begin on a date determined by the Association and that is subject to change by the Association. The initial fiscal year of the Association is the calendar year.

(d) All of the funds of the Association will be deposited into a bank or savings association determined by the board of directors of the Association. The funds of the Association may only be withdrawn by officers, employees, or agents of the Association who are permitted to withdraw funds of the Association by resolution of board of directors. The funds of the Association may be invested from time to time in accounts or deposit certificates of banks or savings associations which are insured by the Federal Deposit Insurance Corporation or by the Federal Savings and Loan Insurance Corporation, respectively. The funds of the Association may also be invested in interest bearing obligations of the United States of America.

(e) The board of directors will require that any officer or other employee of the Association who is responsible for funds of the Association will obtain and maintain an adequate fidelity bond. The premium for this bond will be paid by the Association and will be an expense in respect of the administration of the Condominium.

16. Indemnification of Officers and Directors. Except to the extent prohibited by law, the Association will indemnify and hold each director and officer of the Association harmless from and against all expenses and liabilities (including without limitation reasonable attorney's fees) incurred by or imposed against any director or officer in respect of any threatened, pending, or completed (including without limitation completion by settlement) action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, if that person is a party to or is involved in any of the foregoing by reason of the present or former status of that person as a director or officer of the Association (and regardless of whether that person is a director or an officer of the Association at the time that any of the foregoing expenses are incurred by or imposed against that person). In no event will the Association indemnify any person or hold any person harmless from and against any wilful or wanton misconduct or

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gross negligence by that person and any indemnification under this Paragraph is subject to approval by the board of directors (not including any director seeking indemnification under this Paragraph, which director may not vote in respect of that indemnification). The Association may not make any payment under this Paragraph unless the Association has delivered to every Owner written notice of that payment at least 10 days prior to the date of that payment. This indemnification is in addition to and is not exclusive of any other rights of any officer or director.

17. Seal. The Association is not required to have a seal. If the board of directors determines that the Association will have a seal, the seal of the Association will have inscribed upon it the name of the Association, the words "corporate seal", and the word "Michigan".

18. Mortgages.

(a) If any Owner mortgages the Unit owned by that Owner, that Owner will notify the Association of the name and address of that mortgagee. The names and addresses of all of these mortgagees will be maintained by the Association in a book entitled "Mortgages of Units".

(b) Upon receiving a written request from any first mortgagee of any Unit, the Association will deliver to that mortgagee (i) a notice describing any assessments in respect of that Unit that are not paid and (ii) a notice of any meetings of the Association (and that mortgagee may designate a representative to attend that meeting).

(c) The Association will deliver to the holder of any first mortgage of any Unit written notice (i) of any default under the Condominium Documents by the Owner of that Unit, if that default is not cured within 60 days after notice thereof was delivered to that Owner, and (ii) of the name of each insurance company from which the Association has obtained a policy of insurance and the amounts of these insurance policies.

19. Amendment.

(a) Unless otherwise provided in these Bylaws, Amendments to these Bylaws may only be proposed (i) by the Association, upon the vote of a majority of the members of the Board of Directors, or (ii) by one-third or more in number of all of the Owners, pursuant to a written instrument signed by those Owners. If an amendment to these Bylaws is proposed, a meeting of the Association will be scheduled to consider that proposed amendment.

(b) These Bylaws may only be amended:

(i) by the affirmative vote of not less than 66⅔% of all of the Owners, at any regular meeting of the Association or at any special meeting of the Association that has been scheduled for the purpose of amending these Bylaws; and if any proposed amendment would materially change the rights of any first mortgagee of any Unit, the affirmative vote of not less than 66⅔% of all of these mortgagees is also required (each first mortgagee may cast one vote in respect of each first mortgage held by that mortgagee); or

(ii) by Developer, during the Development and Sales Period, without the approval or consent of any other Person, if that amendment does not materially change the right of any Owner or mortgagee of any Unit.

(c) An amendment to these Bylaws will be effective as of the date that a written instrument describing the amendment to these Bylaws is recorded with the Charlevoix County Register of Deeds which contains all of the essential elements of the amendment and which otherwise contains all of the terms required by law. A copy of any amendment to these Bylaws will be delivered to each Owner, but any particular amendment to these Bylaws pursuant to the terms of these Bylaws is binding upon every

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Owner and every other Person having an interest in and to the Condominium, regardless of whether any particular Owner or Person has actually received a copy of the amendment.

20. Compliance with the Act and the Condominium Documents.

(a) The Association and every Owner and every other Person having any interest in and to the Condominium are each subject to and will comply with the all of the terms of the Act. If the terms of the Condominium Documents are not consistent with the terms of the Act, the terms of the Act will control.

(b) Any Person that acquires any interest in and to the Condominium (including by leasing any Unit) or that occupies any Unit or enters upon any portion of the Condominium is deemed to have accepted and to have ratified all of the terms of the Condominium Documents.

21. Remedies.

(a) If any Owner violates the terms and conditions of the Condominium Documents, that Owner is in default. Upon any default by an Owner:

(i) The Association may commence an action to recover damages or for injunctive relief or to foreclose any lien of the Association, pursuant to the terms and conditions of the Condominium Documents.

(ii) The Association or its authorized agents or designees may enter upon any Unit or any Common Element (where reasonably necessary) to remove and to abate any condition thereon or thereof that violates the terms and conditions of the Condominium Documents, including without limitation removing trash, debris, structures, fixtures, furnishings, or other items that in the sole discretion of the Association detract from the beauty of the Condominium or creates a dangerous or hazardous condition or are not safe or sanitary or are a nuisance; and in this event the Owner of that Unit will pay to the Association all of the costs, fees, and expenses thereby incurred by the Association, not later than 10 days after written request therefor by the Association. Any action hereunder by the Association (including without limitation any entry upon a Unit) will not be a trespass or waste and the Association will not be liable to any Owner by exercising the rights under this subparagraph (ii) of the Association.

(iii) The Association may levy fines, as more particularly described under Paragraph 22, below.

(b) If the Association prevails against an Owner in respect of any action brought by the Association against that Owner, that Owner will pay to the Association the costs, fees (including reasonable attorney's fees), and expenses incurred by the Association in respect of that action. This amount will be paid to the Association not later than 30 days after written request is delivered to that Owner. The payment of this amount will be secured by a lien against the Unit owned by that Owner, pursuant to the terms and conditions of Paragraph 2(c)(ii), above. If any Owner fails to pay any fine levied against that Owner, the Association will have the rights and remedies described under this Paragraph.

(c) Any Owner may commence an action against the Association and its officers and directors to compel the Association and its officers and directors to enforce the terms and conditions of the Condominium Documents. Any Owner may commence an action against any other Owner for injunctive relief or for damages or for any combination thereof, if that other Owner has violated the terms and conditions of the Condominium Documents or of the Act.

(d) All of the rights and remedies of the Association and of each Owner are cumulative and are in addition to any other rights and remedies of the Association or any Owner at law or in equity. The exercise by the Association or by any Owner of any one or more rights or remedies will not

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constitute an election of remedies by the Association or by that Owner and will not preclude the Association or that Owner from simultaneously or later exercising any other rights or remedies. The failure of the Association or of any Owner to enforce any right, provision, covenant, or condition under any of the Condominium Documents is not a waiver by the Association or by any Owner, as the case may be, to enforce that same right, provision, covenant, or condition in the future.

(e) Regardless of any of the other terms of the Condominium Documents, if at any time and from time to time during the Development and Sales Period any Owner is in default under the Condominium Documents or the Association fails or refuses to perform or to enforce any of the terms and conditions of the Condominium Documents (including without limitation any of the terms and conditions hereof pertaining to the operation, maintenance, repair, or replacement of the Condominium or any Unit or landscaping) in a manner that is consistent with the highest standards of a beautiful, serene, private, first class, residential community (as herein provided), then Developer may elect to enforce the terms and provisions of the Condominium Documents or to perform the obligations or to exercise the rights and remedies of the Association, as the case may be. In this event, all of the costs, fees, and expenses thereby incurred by Developer will be paid to Developer by the Association not later than 10 days after written request therefor is delivered to the Association. (These costs, fees, and expenses will be an expense of the Association in respect of the administration of the Condominium.) The right of Developer to enforce the Condominium Documents includes without limitation the right of Developer to exercise any of the rights and remedies under this Paragraph of the Association. Regardless of any of the other terms of these Bylaws, Developer is not obligated to enforce any of the terms of the Condominium Documents.

22. Fines.

(a) Upon any violation of the terms of the Condominium Documents, the Association may levy a \$25.00 fine for the first violation, a \$50.00 fine for the second violation, a \$100.00 fine for the third violation, and a \$200.00 fine for the fourth violation, and a \$500.00 fine for the fifth and each subsequent violation. Each Owner is responsible to pay any fines in respect of violations of the terms and conditions of the Condominium Documents by that Owner or by any members of the family of that Owner or by any guests or tenants or any other Persons admitted to or invited upon the Condominium by that Owner.

(b) (i) If the Association intends to collect a fine in respect of a particular violation of the terms and conditions of the Condominium Documents, the Association will deliver to the Owner that is responsible to pay that fine a written notice of that particular violation. This notice will include a factual description thereof that is reasonably sufficient in order that the Owner will have notice of the violation. This notice will be sent by first class mail, postage prepaid, or will be personally delivered to that Owner at the address of that Owner that has been filed with the Association pursuant to Paragraph 12(b), above.

(ii) Every Owner receiving a notice under subparagraph (i), above, will have an opportunity to appear before the Association at the next scheduled meeting of the Association, but in no event will that Owner be required to appear before the Association upon less than ten days prior notice.

(iii) Upon hearing any Owner appearing before the Association, the Association will (by majority vote of the board of directors) determine whether a violation has occurred. The decision of the board of directors is final. Any Owner that fails to appear before the Association upon any date specified in any notice thereof will be deemed to have acknowledged that the events described in the notice of the violation of the terms and conditions of the Condominium Documents did occur.

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(iv) Any fines hereunder will be due and payable to the Association together with the next payment to the Association of any general assessment. The payment of any fine hereunder will be secured by a lien against the Unit owned by that Owner, pursuant to the terms and conditions of Paragraph 2(c)(ii), above. If any Owner fails to pay any fine levied against that Owner, the Association will have the rights and remedies described under Paragraph 22, above.

23. Litigation. Regardless of any of the other terms of these Bylaws or the Master Deed or any other Condominium Documents, the Association does not have the authority to initiate any litigation without the prior approval of not less than 66-2/3% of all Owners in value and in number; but this limitation does not limit or preclude any litigation commenced by the Association to collect assessments that have been levied by the Association pursuant to these Bylaws.

24. Limitation of Liability. In no event is Developer (or any assignee of Developer) or any members, agents, employees or consultants or any member of the board of directors of the Association or any committees established by the board of directors (including without limitation any committee established for architectural review) liable to any Person in respect of any act or omission under the Condominium Documents, including without limitation any liability in respect of any approval or disapproval of any plans, specifications, or other submissions under these Bylaws, whether any alleged liability is based on negligence, tort, express or implied contract, breach of fiduciary duty, or otherwise.

25. Unenforceable Provisions. If any of the terms, provisions or covenants of the Condominium Documents are determined by a court to be partially or wholly invalid or unenforceable for any reason whatsoever, that determination will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants of the Condominium Documents or the remaining portion of any term, provision, or covenant that is determined to be partially invalid or unenforceable.

April 23, 2018
2180058

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

RE: Proposed Peppervine Site Condominium Development

Dear Mr. Heydlauff:

We have reviewed the plans for the proposed Peppervine Site Condominium development prepared by Performance Engineers Inc dated 4/3/18 (sheets 1-6 of 6). As requested, our review was limited to utility systems, storm water management, and public roads. We have also commented on some Americans with Disabilities Act (ADA) compliance observations. However, a full review of ADA compliance was not requested or made possible from the level of detail provided on the plans. We understand that zoning and ordinance compliance issues are being reviewed by others. Our comments are as follows:

Road and Sidewalk

1. The intersection aligns with Carson Avenue, which is in general a good practice for traffic movements. No site distance concerns were apparent from available contour information. Sight distance should be confirmed on site.
2. A larger turning radius for eastbound traffic on Division Street making right turns into the development should be considered.
3. Multiple pavement patches in Division Street are proposed. Additional pavement replacement or a possible mill and overlay should be considered for ride quality.
4. The proposed sidewalk design should be improved for ADA compliance. The Division Street crosswalk should not be located in a driveway. The sidewalk connection to Peppervine near Lot 18 is discouraged without a sidewalk on the West side of the road. Detectable warnings should be shown on the plans.

Sanitary Sewer

1. The proposed mains are designed at 0.40% slope, which is the minimum allowable slope for 8 inch sanitary sewer according to 10 States Standards. Consideration should be given to designing the sewers with steeper slopes at the upstream ends of the line.

2. Portions of the proposed sewer are very shallow, including the upstream end which has less than 4 feet of cover and the ditch crossing at station 13+90 which has approximately 2 feet of cover. The depth of cover over the laterals is not shown but may also be shallow. Shallow sewers should be insulated to prevent freezing. Grinder pumps will be needed if homeowners desire basements with sewer service.

Storm Water

1. Soils information was not provided on the plans. The proposed retention system design relies upon infiltration. The infiltration capacity of the soils should be confirmed through on site soils investigation.
2. Retention Volume. The plans indicate that the storm water retention system is designed to exceed the requirement of 1.5 inch rainfall. The Charlevoix County Storm Water Control Ordinance effective 5/17/2004 (provided to Prein&Newhof by Charlevoix County staff for this review) indicates that the required volume for retention basins *"shall be calculated by comparing the undeveloped conditions for a 2 year, 24 hour frequency storm event to the developed condition for a 25 year, 24 hour frequency storm event"*. The applicable standards should be confirmed.
3. Overflow Spillway. The Charlevoix County Storm Water Control Ordinance indicates that *"Retention and detention basins shall have an emergency overflow system. The overflow system shall be designed to accommodate flow from the 100 year storm event"*. The plans do not show an emergency overflow spillway or provide calculations for the 100 year storm event.
4. Offsite Release: The plans provide limited contour information for offsite properties. It appears that excess runoff from the development may overflow through adjacent properties located South and East of the development. Such overflows may occur with rain events larger than the 1.5 inch design rainfall. On site and off site overflow routes for flood control during large rain events should be evaluated. Offsite improvements or additional onsite storage may be needed.
5. Lowest allowable building opening elevations should be established for each lot based on site grading and 100 year flood elevations.
6. Additional grading to improve lot drainage should be considered for lots 13-21. Shallow swales along lot lines could be created to direct runoff from houses to the retention area.

Water Distribution

1. Calculations to establish the size of the proposed watermain were not provided. Available fire flow at the end of the proposed culdesac should be evaluated.

2. The proposed watermain loop along lot line 7/8 would leave a short length of dead end watermain in the existing system. If the proposed loop were moved to lot line 8/9, the new loop could be connected to the end of the existing main.
3. Valves should be added with the proposed tee near Sta 14+00.
4. The watermain should be drawn in profile and designed to ensure no high points without a hydrant.

Other Utilities

1. Our review does not cover the design of the electrical system. However, the plans show proposed electric lines serving lots 9-12 in close proximity to the sanitary sewer. Additional separation should be provided to allow adequate space for future sanitary sewer excavation if needed.
2. Location of proposed private utilities not shown (gas and communications) should be verified to confirm adequate separation from the City's utility systems.

Please feel free to call us at (616) 364-8491 with any questions.

Sincerely,

Prein&Newhof

Steve Cook

Steve Oosting, P.E.



Performance Engineers Inc.

Civil / Structural Engineering

April 30, 2018

Larry Sullivan
City of Charlevoix Planner
210 State Street
Charlevoix, MI 49720

RE: Response to Memorandum to Mark Heydlauff dated April 26, 2018 concerning the Peppervine Project

Larry:

The purpose of this correspondence is to respond to requirements and concerns of your Memorandum concerning the Peppervine Site Condominium Project. I will use the format you created and respond in red to the items stated in your memorandum.

Roads and Sidewalks

1. Require the driveways from lots 1 and 18 to access Peppervine, not Division Avenue.

This note has been added to the "Roadway Construction Plan and Profile", sheet 4 of 6.

2. Turning radius onto Peppervine from eastbound traffic on Division as shown on plans is felt to be appropriate. No changes are necessary from what is shown on plans dated 2-22-18.

The 30' throat will assist with the turning radius, so we agree not to make any changes.

3. The pavement where cuts are made should be either replaced in its entirety or mill and overlaid for the length of the roadway where the cuts are made as opposed to merely patching the area that are disturbed.

The roadway is being replaced to the centerline throughout the areas requiring road patches due to sewer and water connections. The changes have been added to the "Roadway Construction Plan and Profile", sheet 4 of 6.

4. Sidewalks should be ADA compliant. Detectable warning should be shown on plans and installed at road crossings. Sidewalk along lot 18 should run

parallel to Peppervine to eliminate sidewalk crossing Division into driveway on north side of Division.

The changes have been added to the "Roadway Construction Plan and Profile", sheet 4 of 6.

5. Sidewalk stub between lots 1 and 18 should be eliminated.
The purpose of the sidewalk between lots 1 and 18 is to access the mail boxes, therefore it has not been eliminated.
6. Sidewalk between lots 9 and 10 should be coordinated with owner of property to which it will connect or be deleted (American House).
The owners John and Carol Stimpson have talked with the owners of American House about having a sidewalk leading to their development. The American House owners were excited about building a relationship between the Peppervine Development and themselves for serving meals and visiting American House.

Sanitary Sewer

1. The City staff has no concerns or problems with the slope and/or depth of the sanitary sewers as proposed.
Therefore, changes were not made to the plans for slope and/depth.
2. The City staff has not required or installed insulation on any sewer line. A limited number of water lines have been insulated.
In order to eliminate any concerns about freezing of gravity sewer lines and water lines, insulation was added on sheets 5 and 6, where the sewer and water lines cross proposed ditches. Four inches of R-10 insulation translates to about 4' of soil. The additional coverage will more than assure proper freeze protection.

Stormwater

1. The City is not a participant in the Countywide Storm Water Ordinance. The City opted out when it was originally proposed. As a result, Pat and Don questioned why the City should even be concerned with this issue.
The plan on sheet 4 indicates 1 - ½" of storm retention, but when you calculate what is being provided, the storm water volume proposed translates to over 2" of storage volume. 2" of storm retention is approximately the same as what Charlevoix County requires for slow percolation soils.
2. If stormwater turns out to be an issue at a later time, this would be a civil issue between the affected property owners and those that are causing the problems(s).
Storm water design is in place to help insure that neighboring properties are being protected from storm water issues.

3. The soils are shown as being Alpena Kiva in the Charlevoix County Soil Survey. These soils tend to be well drained soils.
The soil boring provided indicates that the upper 3' to be well drained, which should help with the storm management of this property.

Water

1. Neither Don nor Pat has run calculations to determine if a six inch water main is sufficient to service this development. That is the engineer's responsibility to provide this information, including needs for firefighting purposes. In a conversation I had with the fire chief earlier this year, his concern was that the waterline needed to be larger than a four inch line.
Before site plan approval through Charlevoix Planning and Zoning, the fire department approved this plan for water. The 6" water proposed does meet the requirements for fire protection for this site. Pat Elliott was called about the performance of the fire hydrant of the American House property, he checked his records and found that in 2012 that fire hydrant was tested with 1030 gpm at 64 psi static pressure. The proposed fire hydrant is connected to the American House 6" main and also the 12" main in Division Street. Minimum fire flow for a fire hydrant is to be 500 gpm, therefore the proposed fire hydrant will be well in excess to this requirement.
2. Pat and Don both believe that the DEQ will require an eight inch water main. Jim Malewitz of Performance Engineers had a discussion with the Ernie Sarkipato of DEQ, who will be reviewing the water plans for this project. Ernie, stated that there is no requirement for placing 8" water lines for the City of Charlevoix. He stated that size of water lines is related to being able to supply adequate supply for the users domestic use, but usually it is governed by the fire flow necessary for the municipality. In this case, 6" DIP will more than meet the minimum requirement of 500 gpm fire flow.
3. The issues of placing water between lots 8 and 9 instead of between lots 7 & 8.
The water line has been placed between lots 7 & 8, because there is no existing easement for the water main that leads to the fire hydrant along the back portion of the American House property. There is an existing easement for the 6" DIP that runs along-side the west side of their property, and that lines up with the property lines between lots 7 & 8.
4. A valve should be added at the Tee located at 14+00 which will actually be relocated further to the east (between lots 8 & 9).
The valve was added on sheet 5. The valve needs to be located near the tee so that the tee can be located in the future, therefore it was placed between lots 7 & 8 as shown on the plan.

5. Water main should be drawn in profile.

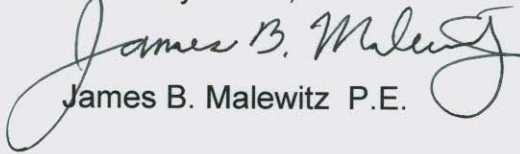
Water mains are drawn in profile, see sheets 5 & 6.

6. Neither Pat nor Don see a need for hydrants at high points in the water mains.

The profile indicates little differential in elevations of the water main which makes high points an issue not to be concerned about.

Please let me know if you have questions about the responses to your memorandum.

Sincerely Yours,


James B. Malewitz P.E.

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, January 8, 2018 - 6:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

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

B. Roll Call

Chair: Sherm Chamberlain

Members Present: Judy Clock, Mary Eveleigh, Nelson Fletcher, Toni Felter, Rick Golding, Dennis Halverson, RJ Waddell, Brian Gelb (late)

Members Absent: None

Staff Present: Elise Crafts, Regional Planner Networks Northwest; Larry Sullivan, Interim Zoning Administrator

C. Inquiry into Potential Conflicts of Interest

Chair Chamberlain stated he had a conflict of interest on the proposed Peppervine project as he worked with Carol Amick.

D. Approval of Agenda

The Commission members approved the agenda as presented.

E. Approval of the December 11, 2017 Minutes

Motion by Member Felter, second by Member Eveleigh, to approve the minutes of December 11, 2017 as presented.

Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Preliminary Site Condominium Development Plan Review (Peppervine)

a. Staff Presentation

Chair Chamberlain distributed copies of an article from *Planning & Zoning News* that outlined site condominiums and a publication put out by the State of Michigan – *Notice of Intent to Condominiumize* and he summarized the process to create a site condominium. Chair Chamberlain left the dais.

Interim Zoning Administrator Sullivan suggested that the Commission consider a preliminary review of the plan for a 21-unit Single Family Residential Site Condominium Development. He stated that the applicant would need to come up with a legal description for each site as well as a description of the building envelope, resolve utility issues and provide condominium documents. He stated that Public Works Superintendent Elliott indicated that the City does not require curb and gutter and sidewalks on a private street. The property owners would be responsible for snow plowing and any other issues related to the private street maintenance. The City Manager suggested that prior to City Council acting on this plan it should be reviewed by an independent third-party engineering firm.

b. Applicant Presentation

Jim Malewitz, Performance Engineering, commented that Electrical Superintendent Swem was not in favor of putting the electrical utilities behind the lots so he will meet with Mr. Swem to redesign the location of the electrical utilities. He suggested that the Commission could approve the plan subject to the final electrical design approval. Member Fletcher questioned if the project would require any variances and Mr. Malewitz responded no.

c. Public Comments

d. Planning Commission Discussion

Member Waddell questioned the location of the mailboxes and Interim Zoning Administrator Sullivan identified the mailboxes on the plan. Discussion followed regarding condominium association dues, regulations, common area and road maintenance, and the conditions outlined in Staff's recommendations. Interim Zoning Administrator Sullivan stated that all neighbors within 300' were notified and he received three letters from neighbors along with one neighbor (John Hess) who stopped in the office and was "fine with it".

Motion by Member Waddell, second by Member Fletcher, that if the five issues identified by Staff can be satisfied then the Planning Commission approves this plan going to City Council for final approval. Motion passed by unanimous roll call vote, except for Chair Chamberlain who abstained from the vote.

The five issues identified by Staff include the following:

- a. Input from the Public Works Department regarding the utilities and roads;
- b. Determination as to the need for fire hydrants within the development;
- c. Approval of the street and utility design by an independent engineer;
- d. Provisions of a landscaping plan complying with Section 5.81 (5) of the Zoning Ordinance; and
- e. Submission of condominium documents as required by the Michigan Condominium Act with a review and recommendation of approval from the City Attorney.

2. Public Hearing: Proposed General Ordinance and Signage Amendments

Chair Chamberlain returned to the dais. Regional Planner Crafts stated that the City Attorney reviewed the proposed Ordinance and felt that due to the number of cases (about 150) that have been litigated since the 2015 case (*Reed v Town of Gilbert, Arizona*) which they were basing their draft Sign Ordinance amendment on, he would like to take a month to tighten up any gray areas that exist in the draft Ordinance. The City Attorney requested that consideration of the sign ordinance be postponed until the February 12th Planning Commission meeting, and the Commission concurred. Regional Planner Crafts referenced her memo and reviewed the edits proposed by the City Attorney.

The public hearing on the proposed zoning amendments was opened and closed as there were no public present.

New member Brian Gelb joined the meeting at this time, and gave a brief background of his experience.

Motion by Member Felter, second by Member Eveleigh, to accept the proposed zoning amendments with changes as proposed. Motion passed by unanimous roll call vote.

3. Set 2018 Meeting Schedule

Motion by Member Fletcher, second by Member Eveleigh, to change the meeting time of the Planning Commission to 6:00 p.m. of the second Monday of every month for 2018 with a change to the By-Laws to reflect the 6:00 p.m. start time. Motion passed by unanimous roll call vote.

4. Selection of Officers

Motion by Member Waddell, second by Member Fletcher, to retain the current officers of Sherm Chamberlain as Chair and Judy Clock as Vice Chair. Motion passed by unanimous roll call vote, except for Chair Chamberlain and Vice Chair Clock who abstained from the vote.

5. Request to Review Boarding House and Shuffleboard

Chair Chamberlain questioned whether employer-owned housing was considered a boarding house or was it a private owner renting a place to private individuals who work for the owner's company. Discussion followed regarding paved parking requirements for boarding houses. City Manager Heydlauff explained that Council questioned was is it necessary to have a specified parking lot for a boarding house whereas a short-term rental has far more permissive language of "parking sufficient to accommodate the needs of the rental". Regional Planner Crafts stated that she will bring the Commission boarding house regulations from other communities for discussion.

City Manager Heydlauff stated that the City was approached by a donor who was interested in bringing shuffleboard back to downtown if it was something the community was in favor of. He stated the first step in a donation acceptance is consideration by the Planning Commission. Discussion followed regarding the past shuffleboard court in East Park, and other potential locations for a court. The Commission felt that other potential locations such as the golf course, Ferry Beach or Lake Michigan Beach may be more appropriate rather than downtown. City Manager Heydlauff stated that he would relay the Commission's thoughts to the donor.

H. Old Business

I. Staff Updates

1. Solid Waste Ad Hoc Committee

Vice Chair Clock stated that the meeting was scheduled for next week.

Regional Planner Crafts stated that she was resigning from Networks Northwest, but Staff Planner Lucas tentatively hired her replacement.

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

K. Adjournment

Motion by Member Eveleigh, second by Member Clock, to adjourn the meeting. Motion passed by unanimous voice vote.
Meeting adjourned at 7:38 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: June 4, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Senior Initiatives

Recreation Director Kent Knorr has been working with COA Director Amy Wieland on developing joint programs to serve our senior citizen population. The Platinum Golf Club begins this next week with special pricing, programming, and prizes for golfers who join the club. Pickle Ball classes begin on June 8th and aim to give seniors an opportunity to try that sport. Future programming will be centered on Disc Golf and Tennis. They are also planning Mobile Yard Game events to bring yard games to senior-oriented events as a way of engaging more people of all ages with recreational opportunities.

B. Ferry Beach Swimming

As Recreation Director Kent Knorr has been working on water safety measures, he reviewed conditions at Ferry Beach and determined that we should install ladders at the end of the pier as a safety measure. Those are on order and we expect deliver in the next 3 weeks or so. At this point, barriers will be removed.

C. Michigan Clean Energy Conference

The Michigan Clean Energy Conference and Expo is taking place June 21-23 in Traverse City with the Conference basically being only on June 22 all day and an expo running all day on June 23. This might be a good educational event for you if you'd like to learn about green energy and green practices in general. If you'd like more information, please contact me.

D. Purchase Justification

On Wednesday, Chief Doan advised me of a purchase he authorized that exceeded the \$10,000 limit. I asked him to provide a justification and explanation and it is below:

I have been having discussions with EMS Director Don McMullen about replacing our current chest compression systems. A chest compression system is a hands free unit that does chest compression when placed on the patient. We currently have two Zoll AutoPulse systems in two of our ambulances. The current systems according to Don are not user friendly and some what difficult to use on a patient. He strongly recommends a Lucas brand system which is much more user friendly and one that he is familiar using out in the field. I advised Don to research this project and get back with me. Don got back with me on this Tuesday afternoon and advised me that he had located two refurbished Lucas chest compression units from a company that he has had prior dealings with. The price came in at \$11,030.00 with trade in on our two current systems. Purchase price of two new units with trade in is \$23,185.00. Don stated the two refurbished systems are being offered at a great price and that he had to get back with the vendor quickly because they had other EMS services requesting to purchase the items. Don had also advised me that he had received three different quotes on these units and this was the lowest price. I advised Don to go ahead and secure the purchase so the city would not loose out on these items and he did so. Afterwards I recalled that I do not have the authority to authorize a purchase of that amount without prior approval of our City Council. On Wednesday morning I came to you and we discussed the situation. Thank you for your consideration in this matter.

In the interest of full-transparency, I'm bringing this item to Council's attention; I believe correct action was taken but Council should have been consulted first. It may also warrant a revision of our purchasing policy to avail ourselves of pricing like this.

ATTACHMENTS:

- ▣ Historic District Commission Minutes May 2018
- ▣ Planning Commission Minutes April 2018
- ▣ Zoning Board of Appeals Minutes April 2017
- ▣ DDA Minutes April 2018

Joint Meeting of the
City of Charlevoix
Historic District Commission and the
Historic District Study Committee
Friday, May 25, 2018
Minutes

Ken Polakowski, Chair of the Historic District Commission, called the meeting to order at 11:00 am.

1) Roll Call

Present for the Historic District Commission: Mary Adams, John Campbell, Kay Heise, David Miles, Kenneth Polakowski, Vicki Voisin

Absent: Hans Wiemer

Present for the Historic District Study Committee: Mary Adams, John Campbell, Kenneth Polakowski, Vicki Voisin, Paul Weston

Absent: Hugh Mason, Jeannine Wallace

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

In the audience: Kathy Egan, Community Planner, Networks Northwest

2) Approval of Agenda

A quorum was present, and the agenda was unanimously approved with addition # aa.

Motion made by John Campbell and supported by David Miles.

3) Inquiry Regarding Conflicts of Interest

Two participants acknowledged their relationship with the Charlevoix Historical Society (owner of the Charlevoix Train Depot): Kay Heise is a board member, and Lindsey Dotson is a volunteer.

4) Approval of Minutes

The minutes of the September 22, 2017 meeting were unanimously approved.

Motion made by David Miles and supported by Paul Weston.

5) New Business

aa. Remote participation meeting requirements

Lindsey Dotson reported that the City has adopted a new policy which states that as long as a physical quorum is in place for a commission meeting, other members can participate and vote by phone.

a. Charlevoix Train Depot Application

Lindsey Dotson presented printed materials (attached) which delineated the responsibilities of our commission in regard to properties in historic districts which will be undergoing restoration and/or repairs. Members spent a few minutes reviewing the material including the "The Secretary of the Interior's Standards for Rehabilitation."

An Application for Certificate of Appropriateness was submitted on behalf of the Charlevoix Historical Society, owner of the Train Depot built in 1892. Photos were reviewed and discussion ensued regarding the work to be done.

Mary Adams offered the following motion:

I move that the Commission issue a Certificate of Appropriateness for application number one (1). The work as proposed meets standards 1, 2, 3, 5, and 6 of “The Secretary of the Interior’s Standards for Rehabilitation.”

David Miles seconded; John Campbell offered an amendment as follows:

Paint choices reflecting the original historic color palette are strongly encouraged by the Commission.

Paul Weston seconded. The motion and the amendment passed unanimously.

b. Dissolution of Standing Historic District Study Committee

Lindsey Dotson explained that since the work of the Study Committee is finished, it needs to be dissolved. If another possible historic district needs to be studied, a new committee will be formed. Agreed by consensus. Lindsey Dotson will thank Hugh Mason and Jeannine Wallace for their service, and inform them of the dissolution of the Study Committee.

c. Historic District Commission Chair

Ken Polakowski’s term on the Commission is ending, and he will not seek reappointment, resulting in the necessity of replacing his position and the selection of a new chair. Since Paul Weston has been serving on the Study Committee, now dissolved, it was suggested by Kay Heise and agreed by John Campbell that he apply for the vacant spot on the Commission. He agreed to apply, and his application will be sent to City Council for appointment. Vicki Voisin agreed to serve as interim chair.

6) Old Business

a. Draft Letter to Property Owners in Potential 200 Block Historic District

Lindsey Dotson reported that letters are in the draft stage and will be emailed to the Commission for review.

b. Potential National Register Historic District for the 200 Block of Downtown

The research done by Kay Heise and Vicki Voisin on the Van Pelt Alley properties (attached) was presented. The State Historic Preservation Office (SHPO) will now consider those properties as contributing resources to the 200 block of downtown Charlevoix. The next step is to be determined by Debra Ball Johnson from SHPO.

7) Next Meeting Date

Friday, June 22nd

8) Adjournment

John Campbell thanked Ken Polakowski for his service on the Commission.

The agreement to adjourn was unanimously approved.

Motion made by Mary and supported by David Miles.

Meeting adjourned at 11:52 am.

Submitted by: Kay Heise

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, April 9, 2018 - 6:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

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

B. Roll Call

Chair: Sherm Chamberlain

Members Present: Judy Clock, Mary Eveleigh, Nelson Fletcher, Brian Gelb, Rick Golding, Dennis Halverson, RJ Waddell

Members Absent: Toni Felter

Staff Present: Jonathan Scheel, Zoning Administrator; Kathy Egan, Community Planner Networks Northwest

C. Inquiry into Potential Conflicts of Interest

Chair Chamberlain disclosed that he was a part-time employee for Ferguson & Chamberlain Associates, but he stated that he was no longer the owner, on the board, or the landlord. He stated that he had a conversation with the architect for this project regarding existing topographical surveys. He also spoke to Performance Engineering who requested a topographical survey; it was conducted by and signed/sealed by Scott Papineau, president of the company.

Brian Gelb disclosed that he lived across the street from the proposed project.

D. Approval of Agenda

Chair Chamberlain explained a change in the order of topics related to Item G.1. Motion by Member Clock, second by Member Golding to approve the agenda as modified. Motion passed by unanimous voice vote.

E. Approval of the February 12, 2018 Minutes

Motion by Member Halverson, second by Member Waddell to approve the minutes of February 12, 2018 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Public Hearing: Level B Site Plan Review: Silva Property Management (The Lodge) 120 Michigan Ave.

a. Introduction by Zoning Administrator

Zoning Administrator Scheel reviewed the Staff Report for the requested Level B Site Plan Approval for Expansion of the Facility (The Lodge) located at 120 Michigan Avenue by applicants, Shoreline Architecture & Design. He stated the applicants were proposing adding an 18 unit third floor, removing two units from the first floor for a net 16 unit increase, with ten additional parking spaces including four disabled parking spaces. Two existing driveways are to remain, changing slightly, and the drive to the dumpster moves to the west slightly. He stated the existing use is non-conforming, not meeting setback requirement on the east, west and south sides.

Chair Chamberlain noted that the City was in the process of changing the definition of a corner lot whereby a property could have two front yards and two side yards and that would probably eliminate the sideline encroachment on this property. Zoning Administrator Scheel was unsure whether the alley that is running along the side is a private road and he was attempting to get more information on public and private alleys.

b. Presentation from Applicants

Mike Pattullo, Shoreline Architecture & Design of Petoskey, introduced Aaron Nordman from Performance Engineers, and Paul Silva, owner/buyer of the property. Mr. Pattullo stated that their assumption on the alley side was a 15' setback and the building sets back 10' on that side. He stated it was explained to them that if that alley serves four or more residences it is treated as a public way rather than a private way. Chair Chamberlain felt that it was private because the City never accepted it into their road system. Mr. Pattullo stated that the fundamental instructions from Mr. Silva were to convert this hotel into a first class destination and to be respectful of the building as an Earl Young designed property. He proceeded to go through the details of the engineered site plan proposal, landscape plan, changes to the existing units, removal and replacement of the existing pool, and the third-floor addition.

Mr. Pattullo and Mr. Nordman responded to questions from the Commission. Member Waddell stated that according to the survey the stone wall depicted on the drawings near the new pool area is 2' over on the neighbor's property. He noted that the architectural drawings describe restoring the wall. He had a problem with approving this much money in renovations knowing that there was a wall 2' on the neighbor's yard. He questioned if the neighbor was consulted regarding the proposed landscaping along the property line. Mr. Silva stated that they did discuss screening and landscaping with the neighbors and anything happening on that end of the property would have the approval of the neighbors on that side. Mr. Nordman stated that there was a recorded easement for the wall. Discussion followed regarding requiring curbing in the parking lot, no parking available for RV's or boats with trailers, proposed pool renovations, reduction of current asphalt, additional landscaping and reducing existing impervious surfacing.

c. Public Comment

Tim Schley, 106 W. Dixon, adjacent property owner, stated that he had an issue with the wall which was 2' onto his property and the 10' easement. He stated that the lilacs referenced on the site plan were on his property. He also had concerns about the balconies on the east side and potential compromises to his privacy. He questioned the HVAC system components and lighting as well. He noted that his biggest issue was the screening along the property line.

Rik Lobenherz stated that he did not live in the City but did own a couple of properties very close to The Lodge and he felt that anyone willing to invest in the City at this level deserves support. He also felt that the positives outweigh the negatives when it comes to what this project means to downtown.

d. Zoning Administrator – Present Findings of Fact

Zoning Administrator Scheel and Chair Chamberlain read aloud the recommended Findings of Fact contained in the staff report. The following sections were discussed at length and changed as follows:

- Screening – after discussion, the Commission chose to add the requirement “to minimize the visual impact to the neighboring property on the east side” by placing a mixture of heights, age and species of deciduous and non-deciduous trees on the east side of the property.
- Emergency Access – Zoning Administrator Scheel stated that the Fire Chief asked to enlarge the inner parking lot driveway from 18' to 20'.
- Sign – added the word “new” to the sentence to read as follows: “The Planning Commission finds that there is no new signage being proposed for the property nor is none necessary on the property or on the building.”

e. Planning Commission Discussion

Member Fletcher questioned the location of the heating/cooling units for each room. After discussion, it was noted that every effort should be made to minimize noise from the heating/cooling units.

Zoning Administrator Scheel stated that he would like to see the landscape issue on the east side of the property include a condition of approval that “The applicant will work with the Zoning Administrator to mitigate visual impact and noise on the east side by planting a combination of deciduous and non-deciduous trees in a variety of sizes.”

f. Decision Options

Motion by Member Golding, second by Member Halverson to approve Project 2018-8 SP with conditions (the landscape issue previously discussed and that the driveway to the inner parking lot be widened from 18' to 20'), based on specific findings of fact that prove the project does meet the review standards in Section 5.120. Motion passed by a 7 to 1 vote with Member Gelb abstaining because he was “the R-1 to the north”.

After a 5-minute break, the meeting reconvened.

2. Update the By-Laws

Planner Egan stated the update to the By-Laws includes changing the meeting start time from 7:00 p.m. to 6:00 p.m. in Section 5.1 and one change to correct a typo in Section 5.5. Member Clock questioned if they could add that the meetings will be held generally the second Monday of every month at 6:00 p.m. and the Commission concurred. Member Eveleigh stated that in Section 2.6, a, (1) it indicates “or if the case involves land adjacent to the members property” and she felt it should be within 300' which was in line with what the Zoning Board of Appeals had in their By-Laws. Planner Egan stated that State law

requires that properties within 300' be notified, but she had never seen a conflict of interest go that far. After discussion, no further change was made to the By-Laws.

Motion by Member Halverson, second by Member Waddell to approve the two minor changes to the By-Laws as discussed. Motion passed by unanimous voice vote.

3. Prioritizing Exercise

Planner Egan led the Commission members through an exercise to prioritize their to-do list by category. After discussion, the items were placed into one of four quadrants:

- Low Impact/High Effort
 - Site Plan Review
 - Home Businesses
- Low Impact/Low Effort
 - B&B/Transient
 - Wind Energy
 - Nonconformities
- High Impact/High Effort
 - Long Term Rentals
 - RRC/Parcels Plan
 - Parking Flexibility
 - Residential District
- High Impact/Low Effort
 - Joint Meeting
 - Landscaping

H. **Old Business**

I. **Staff Updates**

Planner Egan mentioned that Members Clock and Eveleigh requested to attend the Citizen Planner Advanced Academy training in Lansing on Thursday, June 7th and she questioned if anyone else was interested in the training.

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

Planner Egan stated that it was time for their Annual Report for review prior to forwarding it to City Council. Lindsey Dotson will present a briefing on the Historic District, and information/discussion regarding a Historic Overlay.

Member Halverson questioned why there was no site plan review for the renovations to the existing McDonald's and Zoning Administrator Scheel will research the matter further and report back.

Member Golding recalled that they agreed to a two-hour meeting only extended by motion and he would like to see that listed on the agenda. He also stated that City Council approved the short-term rental ordinance and that it was now up to the Planning Commission to enact it. The item would be added to the next meeting agenda as well.

Member Waddell stated that he did not believe that the Solid Waste sub-committee was disbanded, and he felt that City Council had already "made moves on that". Motion by Member Waddell, seconded by Member Eveleigh to disband the Solid Waste Ordinance Ad-Hoc Committee. Motion passed by unanimous voice vote.

K. **Adjournment**

Motion by Member Halverson, second by Member Clock to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 8:37 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair

CITY OF CHARLEVOIX
ZONING BOARD OF APPEALS MINUTES
Wednesday, April 26, 2017 - 6:00 p.m.
210 State Street, City Hall, 2nd Floor Council Chambers, Charlevoix, MI

A) CALL TO ORDER

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

B) ROLL CALL/PLEDGE OF ALLEGIANCE

Members Present: Greg Bryan, Pat Miller, Greg Withrow
Members Absent: Ann Gorney, Art Nash
Staff Present: Interim City Planner Zach Panoff

Chair Withrow indicated that had a quorum present.

C) INQUIRY INTO POTENTIAL CONFLICTS OF INTEREST

None.

D) APPROVAL OF AGENDA

No changes.

E) APPROVAL OF MINUTES

Motion by Member Withrow, second by Member Miller to approve the March 22, 2017 meeting minutes as presented.
Motion passed by unanimous voice vote.

F) OLD BUSINESS

None.

G) NEW BUSINESS

1. Public Hearing for Project 2017-04 ZBA. Variance request from Robert and Carol Nelden – 102 Elm Street

a. Staff Presentation

Interim Planner Panoff stated that the property owners, Robert and Carol Nelden, were requesting a dimensional variance and lot coverage variances to enlarge and attach an existing accessory structure to the primary structure on the site. The property owners wish to construct a 5.5' x 20' addition to the north side of the garage, and a new breezeway that would connect the garage to the home and wrap around the side of the primary structure. This would result in a condition where the attached accessory structure would be 6' from the rear property line, lot coverage would increase from 40.9% to 50.2%, and the rear yard lot coverage limit would be 38.5% which is over the maximum allowed of 25%. The property owners were requesting the variances for accessibility issues and to expand storage space in the garage.

b. Applicant Presentation

Jodi Alger Bergmann, representing Robert & Carol Nelden, stated that the current layout does not make sense for having to get to the garage from the side door. She stated that there were bedrooms in the back, it was poorly laid out to even walk through there which is why they wanted a covered porch, but by attaching it they would be encroaching on the rear yard coverage limit. She stated that they have letters of support from the neighbors. She noted that the developer had kept the buildings 10' apart because of the fire code, so once they attach the buildings the owner would have to add fire rated drywall on the inside of the garage.

Mr. Nelden stated that they thought that having the walkway and attached garage would be great. He felt that the wrap around porch would look good and their neighbors were supportive of the project. He noted that expanding the garage would allow for two cars to be parked in the garage.

Chair Withrow stated that this particular parcel came before the Board in the past and originally they tried to build condominiums on the site which were denied because the property was zoned R-1. In 1997, the Zoning Board looked at this site again and the Board liked the design suggesting that they do six units instead of eight, but they built it to the maximum allowed. He stated that it was not like the previous houses that were built in the 1950's or 1960's when there wasn't a Zoning Ordinance. He stated that it puts them in a very poor position when reviewing this issue. Chair Withrow commented that the design was great and he understands why they want to make the

improvements, but the problem he had was that they were going to continue to reduce the amount of green space in that area. He felt that it was not right because there were no exceptional circumstances.

Member Miller agreed and she commented that it was logical what they wanted to do. However, she felt it was a lot of house on a small space and bringing it closer to the lot line is not a precedent that she wanted to set. She understands about the garage, but the owners knew it wasn't attached when they bought the property and to allow them to connect it gives license to the other properties to do the same thing.

Member Byran stated that he was not opposed to the improvements, but the point was if this house was built on a 60' lot in the 1950's and then they wanted to expand it, the zoning then is different than the zoning now. He stated that even if they wanted to approve it he felt they could not justify it.

Mr. Nelden stated that he could build the porch along the side of the house because it was within the setback. He commented that you could have a 6' or 10' setback behind a detached garage, but "if you attach it, it has to be 25' or whatever the number is". He stated that he was already covering the property and the only thing that would change is putting the roof between the house and the garage which is still a breezeway. He stated that there is a walkway between the house and garage now and the footprint was already there and he didn't understand the detached vs. attached garage issue. He asked if he could have a 2-story detached garage. Interim Planner Panoff replied that a full second story would not be allowed, but adding attic space would be allowed.

Mrs. Nelden stated that this was their first winter in Charlevoix and the original reason for connecting the two structures was for her. She stated that she had two artificial hips and had fallen before. She felt it was to provide a safer way for her to get from the garage to the side of the house. She questioned whether the Board had any other suggestions as to how they could get a walkway from the garage. The Board discussed options among themselves for a solution to this situation (unintelligible.)

c. Call for Public Comments

None.

d. ZBA Determination of Findings of Fact

No further comments.

e. Motion

Motion by Member Miller, second by Member Bryan to deny Project 2017-04 ZBA based on the findings of fact contained herein that demonstrate that the variance application does not meet the requirements under Section 5.178.

Yeas: None

Nays: Bryan, Miller, Withrow

Motion failed. No action taken.

Clerk's Note: After discussion with the Interim City Planner, it was determined that the Board wished to deny the variance and that the failed motion was unintentional. This matter will be readdressed at the next meeting.

H) CALL FOR GENERAL PUBLIC COMMENT

None.

I) ADJOURNMENT

Motion by Member Miller, second by Member Bryan to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 6:28 p.m.

Greg Withrow, Chair

Joyce Golding/fgm, City Clerk

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, April 23, 2018 at 5:30 p.m.
210 State Street, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Kirby Dipert
Members Present: Richard Christner, Fred DiMartino, Luther Kurtz, Maureen Owens, Rick Wertz
Members Absent: Tami Gillespie, Carissa Mullaney, John Yaroch
City Staff: Lindsey Dotson, Executive Director; Mark Heydlauff, City Manager

4. Inquiry into Potential Conflicts of Interest

5. Consent Agenda

- A. DDA/Main Street Meeting Minutes – March 26, 2018
- B. Committee Minutes
- C. Monthly Report

Motion by Member Christner, second by Member DiMartino to approve the Consent Agenda. Motion passed by unanimous voice vote.

6. Reports

A. Director's Report – Lindsey J. Dotson, Executive Director

Director Dotson stated that there were a couple of changes that may take place with the Farmers Market event calendar as there may not be a need for additional special events during Market days.

7. Old Business

A. Charlevoix Main Street DDA Draft Policies & Procedures

Director Dotson stated that over the past few months there have been questions regarding brand use and sponsorships/partnerships and she decided to create a document for the Board to review. She also added a draft policy addressing any external communication by volunteers with the media. She reviewed the media communications, sponsorship, and brand use portions of the draft document. She spoke with John Harris from a5 about potentially using the brand on t-shirts or hats whereby the DDA would receive some sales proceeds.

Member Owens questioned if they wanted to consider a cap on a sponsorship to an organization rather than per event. Member Christner assumed that the \$2,500 sponsorship per event with the director's approval was up to \$10,000. Director Dotson stated that the line item was \$20,000, but the Board agreed that half was to be set aside for a possible partnership to support the Groupon effort. Discussion followed regarding what level of sponsorship could be approved by the Director without going through the Board.

Motion by Member Wertz, second by Member Owens to authorize the Director to approve event sponsorship requests up to \$500. Motion passed by unanimous voice vote.

Discussion followed regarding potential sales of apparel items to include the Charlevoix brand. Director Dotson stated she would find out from the City Attorney if the brand needed to be licensed. Chair Dipert preferred that requests to use the brand on apparel or other items for sale have Board approval. Mayor Kurtz suggested that they may need some simple guidelines as to how the brand could be used or displayed on items. Chair Dipert commented that the University of Michigan receives 8% of the value of the item sold for use of their emblem. Mayor Kurtz stated that non-commercial use of the logo was allowed. Director Dotson stated she would bring the Policies with the revisions back to the Board for final approval at the next meeting.

8. New Business

A. Election of Chair, Vice Chair, and Executive Committee Member

Member DiMartino nominated Kirby Dipert as Chair and Mayor Kurtz seconded the nomination. No further nominations were made.

Motion by Member Wertz, second by Member Owens to close the nominations. Motion passed by unanimous consent.

Member Christner nominated Rick Wertz as Vice Chair and Member DiMartino seconded the nomination. No further nominations were made.

Motion by Member DiMartino, second by Member Christner to close the nominations. Motion passed by unanimous consent.

Member DiMartino nominated Maureen Owens as the at-large Executive Committee Member and Mayor Kurtz seconded the nomination. No further nominations were made.

Motion by Member DiMartino, second by Member Christner to close the nominations. Motion passed by unanimous consent.

B. Façade Grant Incentive Program Work Plan – Lindsey J. Dotson, Executive Director

Director Dotson reviewed details of the Façade Grant Incentive Program Work Plan. She stated that the Design Committee and the DDA would decide on the first round of applications in August.

Motion by Member Wertz, second by Member Owens to approve the Design Committee's Façade Grant Incentive Program Work Plan. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

Director Dotson noted that there were several redundant signs to be removed now that the wayfinding signage was installed. Discussion followed regarding the proposed sign removals particularly the signs for the Hospital. Member Owens felt that the Hospital sign at Antrim and Sherman should remain. The Board's consensus was to obtain more information related to the Hospital signs for the next meeting.

11. Board Comments

Member Owens questioned the status of moving the wayfinding sign from in front of Schulman's. Director Dotson replied that they were waiting for the snow to melt to relocate the sign.

Member Wertz announced that he was officially running for 3rd Ward Councilman..

12. Adjourn

Meeting adjourned at 6:40 p.m.

Joyce Golding/fgm

City Clerk

Kirby Dipert

Chair