



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, July 16, 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 - July 2, 2018
 - B. Accounts Payable and Payroll Check Registers
 - C. Purchase Trailer Mounted Vacuum Excavator for \$72,994
 - D. Bridge Park Pump Rebuild for \$11,460
 - E. MERS 2018 MERS Annual Conference Officer Delegate Appointment
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Purchase of Two Cardiac Monitors/Defibrillators
Gerard Doan, Chief of Police
 - B. Moose Sculpture Donation
Mark L. Heydlauff, City Manager
 - C. Assessor & GIS Coordinator Job Description
Mark L. Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor & Council Comments
- 9. Other Council Business**
- 10. Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing

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

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - July 2, 2018

DATE: July 16, 2018

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
DRAFT REGULAR CITY COUNCIL MEETING MINUTES
Monday, July 2, 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, Tom Oleksy, Leon Perron
Members Absent: Janet Kalbfell
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

- A. City Council Meeting Minutes – June 18, 2018
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – June 21, 2018
 - b. Regular Accounts Payable Check Register – July 3, 2018
 - c. ACH Payments – June 18, 2018 to June 29, 2018
 - d. Payroll Check Register – June 29, 2018
 - e. Payroll Transmittal – June 29, 2018
 - f. Tax Disbursement – July 3, 2018
- C. Planning Commission Resignation – Accept Nelson Fletcher's resignation
- D. Beer Tent Approval for Dragon Boat Festival – Waive alcohol restriction at Ferry Beach
- E. Charlevoix Yacht Club Request for Free Parking: Nucore Triangle and Red Fox Regatta – Waive parking fees

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-07-01
WAIVE PARKING FEES FOR CHARLEVOIX YACHT CLUB

WHEREAS, *the Charlevoix Yacht Club is hosting the Nucore Triangle Race on August 31 and the Red Fox Regatta on September 1-2, 2018; and*

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

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

NOW THEREFORE BE IT RESOLVED, *that the City Council of the City of Charlevoix, hereby waives parking fees for the Nucore Triangle Race on August 31 and the Red Fox Regatta on September 1-2, 2018.*

RESOLVED *this 2nd day of July, 2018 A.D.*

Resolution was adopted by the following yea and nay vote:

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

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

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

- A. Blue Star Memorial Garden

Several weeks ago, Council approved a Blue Star Memorial to be installed on a boulder located in the landscape bed near the Harbor Master's office. After further consideration, they would like to switch to a pole-mounted sign.

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

Motion by Oleksy, second by Hagen, to authorize the pole-mounted Blue Start Memorial as described.

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

B. Keep Charlevoix Beautiful Donor Recognition

Steven Bennett, President Keep Charlevoix Beautiful, stated they would like to acknowledge high-level petunia basket program donors by installing 3 x 5 inch brass donor plaques on the poles (no cost to the City.)

Mayor Kurtz opened the item to public comment.

- Jodi Laurent questioned when the First Ward will have baskets and if this relates to the Donation Acceptance Policy.

The item was closed to the public.

Motion by Cole, second by Oleksy, to approve plaques for the Keep Charlevoix Beautiful petunia basket donor recognition program.

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

C. EMS Fees Increase

Chief Doan stated that EMS rates have not been adjusted for at least two years. Our current rates are below market averages and he recommended that they be modified to reflect current reimbursement rates using BC/BS as a benchmark. We also have not been charging allowable fees for oxygen. The new fee schedule allows for billing of this often used medication.

Mayor Kurtz opened the item to public comment.

- Sandra Bennett, First Ward, questioned whether rates are being increased for those that don't have insurance. Chief Doan replied that the department works out a payment plan for those uninsured.

The item was closed.

Motion by Hagen, second by Cole, to approve the proposed adjusted EMS Billing Rates effective immediately.

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

D. Historic District Commission Appointments

There are two vacancies on the Commission requiring Council appointment. Mary Adams requested re-appointment.

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

Motion by Perron, second by Cole, to reappoint Mary Adams to the Historic District Commission, term expiring June 2021.

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

Motion by Cole, second by Hagen, to appoint Paul Westin to the Historic District Commission, term expiring June 2021.

Yeas: Bryan, Oleksy, Cole, Hagen, Perron

Nays: None

Absent: Kalbfell

8. **Reports & Communications**

A. Public Comment

- Shelly Langeweg, stated she witnessed a drug deal at Michigan Beach Park yesterday and will be speaking to the Chief. She thanked the City for working on the steps.
- Mike Doherty requested that Council meet him at Michigan Beach Park next week to discuss aesthetics.

B. City Manager Comments

- Congratulations to Paul Silva and Stafford's on their ground breaking at Hotel Earl (former The Lodge).
- Treasurer and her deputy have moved to 2nd floor offices
- Applauded the Cultural Corridor event last week and the Circle of Arts decorated bicycles around town
- Kudos to Chief Doan and his staff who have experienced some emotional events recently

C. Mayor & Council Comment

9. Other Council Business

10. Adjourn

The Mayor adjourned the meeting at 6:27 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 06/21/2018			
AT&T	2,873.40	HERSEY, BRADFORD	100.00
AT&T LONG DISTANCE	877.84	METLIFE SMALL BUSINESS CENTER	790.25
AT&T MOBILITY	89.35	PRIORITY HEALTH	43,040.84
CHARLEVOIX STATE BANK	10,270.54	STATE OF MICHIGAN	150.00
CHARTER COMMUNICATIONS	857.97	VERIZON WIRELESS	56.72
DELTA DENTAL	3,575.37	VISION SERVICE PLAN	506.93
GREAT LAKES ENERGY	203.71	WITTHOEFT, CHARLES	650.00
HEADY, KATE	100.00	TOTAL	64,142.92
Regular Accounts Payable – 07/03/2018			
4IMPRINT INC	95.87	GORDON FOOD SERVICE	32.85
ABRAMOWSKI, DWAIN M.	100.00	GREAT LAKES COCA-COLA DISTR	336.72
ABRAXIS INC	505.00	GREENVIEW DATA INC	22.00
ACCESS LOCKSMITHING INC	2,520.00	GUNTZVILLER, RHONDA	49.00
AIRGAS USA LLC	70.51	HACH COMPANY	303.01
ANDY'S CLEANING SYSTEMS	115.00	HANKINS, SCOTT A.	50.00
AVFUEL CORPORATION	57,110.21	HARBOR HOUSE PUBLISHERS	3,855.40
BAKER COLLEGE OF CADILLAC	570.00	HARRELL'S	4,696.60
BARUZZINI GENERAL CONTRACTORS	2,800.00	HEID, THOMAS J.	50.00
BEIJO DE CHOCOLAT LLC	22.00	HERZOG ELECTRIC	129.99
BELL EQUIPMENT COMPANY	350.68	HEYDLAUFF, MARK L	50.00
BIOTECH AGRONOMICS INC	44,237.50	HILLIER, JAY	297.33
BKRK HOLDINGS	385.92	HOLIDAY COMPANIES	6,855.54
BLAAUW-HARA, MARK EDWARD	200.00	HUGH'S EXCAVATING LLC	1,000.00
BRADFORD'S	68.00	HYDE SERVICES LLC	382.47
BREWER, JOHN	60.00	IDEXX DISTRIBUTION INC.	1,156.15
BYERS, REBECCA	100.00	IMMONEN, PAT	50.00
CCI SOUTH LLC	131.25	IRISH BOAT SHOP	282.76
CDW GOVERNMENT INC.	885.00	JENNINGS, MARK	28.85
CHAPDELAINE, EMILY	50.00	JOE'S PROFESSIONAL SERVICES LLC	262.50
CHARLEVOIX AREA CHAMBER OF COMM	7,500.00	KIESLER'S POLICE SUPPLY INC	258.43
CHARLEVOIX CITY BAND	5,000.00	KLOOSTER, ALIDA K.	50.00
CHARLEVOIX COMMUNITY SHOPPER	299.00	KLOOSTER, PATRICK H	50.00
CHARLEVOIX LITTLE LEAGUE	6,165.70	KNORR, KENT	50.00
CHARLEVOIX SCREEN MASTERS INC	3,516.20	KSS ENTERPRISES	928.29
CHARLEVOIX SEWER & DRAIN	350.00	KUSINA, DENNIS	341.14
CHRISTOPH, ALY	125.00	LAKE FOREST BAKING COMPANY	35.00
CINTAS CORPORATION	128.71	LAKESHORE TIRE & AUTO SERVICE	50.00
CINTAS CORPORATION #729	86.76	LANDSCAPE FORMS INC.	2,405.00
CLEAR WATER PLUMBING & HEATING	1,804.40	LANGE, JEFFREY	150.00
COOK FAMILY FARMS	62.00	LIQUID MONK LLC	1,000.00
DCASSESSING SERVICES	4,371.08	LOTTIE'S BAGELS	60.00
DeROSIA, PATRICIA E.	50.00	MACGREGOR PLUMBING & HEATING	338.00
DISTRICT 21 SOFTBALL	100.00	MAYER, SHELLEY L.	50.00
DITCH WITCH SALES OF MICHIGAN	947.27	McGHEE, ROBERT	74.20
DOAN, GERARD P.	50.00	McGINN, KELLY A.	93.00
DORNBOS SIGN INC.	215.14	MCLAUGHLIN, TREY	400.00
DOTSON, LINDSEY J.	50.00	MC MULLEN, DONALD R	50.00
DRAVES, MARTIN J.	172.61	MICHIGAN ASSESSORS ASSOCIATION	125.00
ELLIOTT, PATRICK M.	50.00	MICHIGAN MUSHROOM MARKET LLC	68.00
ELLSWORTH FARMER'S EXCHANGE	111.50	MICHIGAN OFFICEWAYS INC	3,170.01
EMMET COUNTY SHERIFF'S OFC	400.00	MICHIGAN PIPE & VALVE	240.00
ETNA SUPPLY	9,100.00	MILLER, WILLIAM S.	50.00
E-Z-GO A TEXTRON COMPANY	53.38	NCL OF WISCONSIN INC.	764.58
FARMER WHITE'S	18.00	NEWKIRK ELECTRIC	46.07
FASTENAL COMPANY	452.06	NORTHERN LIGHTS FAMILY	288.00
GALLS AN ARAMARK COMPANY	105.00	NORTHERN SAFETY CO INC	112.51
GERBER HOMEMADE SWEETS	57.00	OHM ADVISORS	22,295.00
GINOP SALES INC	111.96	OSTLUND PEST CONTROL LLC	155.00
GOLDING, JOYCE M.	50.00	PETOSKEY NEWS-REVIEW	200.00

POLAKOWSKI, KEN	30.00	SWANSON K & D INC	180.00
POND HILL FARM LLC	249.00	SWEM, DONALD L.	50.00
POWER LINE SUPPLY	3,330.00	TOP LINE	180.00
PREIN & NEWHOF	52,686.23	TRAVERS, MANUEL J.	109.68
PRESTON FEATHER	7,513.45	TREDROC TIRE SERVICES LLC	200.00
PRO WEB MARKETING LLC	315.00	UNIFIRST CORPORATION	626.18
REITENGA, MARK	100.00	UNITED STATES PLASTIC CORP.	816.67
RUSTIC BAKER	43.00	UP NORTH PROPERTY SERVICES LLC	3,654.00
S&W HEALTHCARE CORPORATION	192.95	VILLAGE GRAPHICS INC.	445.00
SHARROW MASONRY INC	903.00	WINNIE'S ORIGINAL LLC	55.00
SHINDORF BUILDERS	728.00	WORK & PLAY SHOP	439.96
SHORELINE POWER SERVICES INC.	39,946.73	WURST, RANDALL W.	50.00
SPARTAN DISTRIBUTORS INC	402.11	WYMAN, MATTHEW A.	50.00
ST ARMOUR, RONALD	21.01		
SUPERIOR MECHANICAL	535.55	TOTAL	319,520.63

ACH Payments – 06/18/2018 to 06/29/2018

MI PUBLIC POWER AGENCY	39,116.42	STATE OF MI (WITHHOLDING TAX)	6,276.16
MERS (DEFINED BENEFIT PLAN)	120,000.00	VANTAGEPOINT (401 ICMA PLAN)	742.50
MI PUBLIC POWER AGENCY	184,420.21	VANTAGEPOINT (457 ICMA PLAN)	15,417.60
MI PUBLIC POWER AGENCY	13,065.70	VANTAGEPOINT (ROTH IRA)	1,186.53
IRS (PAYROLL TAX DEPOSIT)	40,154.92	MERS (DEFINED BENEFIT PLAN)	58,877.70
ALERUS FINANCIAL (HCSP)	400.00	TOTAL	479,657.74

Payroll Net Pay – Pay Period Ending 06/23/2018 (Paid 06/29/2018)

HEYDLAUFF, MARK L.	2,358.07	MANKER JR, DAVID W.	601.64
GOLDING, JOYCE M.	1,764.87	MANKER SR, DAVID W.	796.03
DEROSIA, PATRICIA E.	1,226.72	BECKER, MICHAEL S.	877.49
DOTSON, LINDSEY J.	1,457.31	FREY, DYLAN V.	270.39
LOY, EVELYN R.	1,086.31	HART III, DELBERT W.	523.62
KLOOSTER, ALIDA K.	1,652.14	BOEHM, NOAH A.	658.90
GOLOVICH, KAREN J.	969.62	MCGHEE, ROBERT R.	1,102.92
SPENCLEY, PATRICIA L.	1,195.43	MUMICH, BARRY J.	625.03
MILLER, FAITH G.	33.42	CRANDELL, ZACKARY R.	392.67
MCGINN, KELLY A.	1,670.39	SEESE, GARRETT R.	636.06
JONES, JANET M.	518.62	FERGUSON, ROYCE L.	886.33
JOLLETTE, MELISSA N.	473.94	MUELLER, JASON C.	658.90
DOAN, GERARD P.	1,697.63	BOSS, SHERRY M.	684.01
SCHLAPPI, JAMES L.	1,168.49	SAYWARD, MADISON E.	754.96
UMULIS, MATTHEW T.	1,146.38	ROSENTHAL, GABRIEL M.	978.37
HANKINS, SCOTT A.	1,844.86	NOVOTNY, RAIGAN I.	365.67
ORBAN, BARBARA K.	1,287.43	KNORR, KENT J.	1,958.07
WILLIAMS, ASHLEY M.	1,250.36	STEBE, LAURA A.	120.05
FLICKEMA, ANDREW M.	1,543.55	MILAN, JANE E.	775.34
RILEY, DENISE M.	457.14	ANZELL, BETH A.	774.38
MATELSKI, KRISTEN L.	1,078.75	MACGILLIVRAY, RAYMOND L.	515.09
BINGHAM, LARRY E.	941.64	RITTER, MATTHEW R.	399.21
MATELSKI, RYAN G.	915.45	CALO, LEAH M.	373.01
VANLOO, MEAGAN E.	780.66	KLOOSTER, PATRICK H.	1,465.01
MACGILLIVRAY, ROGER	641.40	EVANS JR, HALBERT K.	667.30
WURST, RANDALL W.	1,675.87	KLINGER, LUCAS D.	557.23
MAYER, SHELLEY L.	1,858.56	GREENE, GLORIA C.	572.32
HILLING, NICHOLAS A.	1,469.72	DAVIS, LEAH R.	678.86
MEIER III, CHARLES A.	1,247.03	TELGENHOF, WILL G.	678.86
ZACHARIAS, STEVEN B.	1,272.40	WILLIAMS, BRANDON S.	528.75
NEWMAN, MARK J.	841.73	CARLSON, JOSHUA A.	415.93
SWEM, DONALD L.	1,975.53	HOLECHECK, JENNACA R.	416.80
EATON, BRAD A.	1,866.10	BAILEY, ALYSSA M.	445.07
WILSON, TIMOTHY J.	2,086.33	KIRINOVIC, THOMAS F.	245.39
LAVOIE, RICHARD L.	1,734.43	DUTCHER, ROBERT G.	405.24
STEVENS, BRANDON C.	1,915.87	KLOOSTER, SUSAN E.	31.66
DRAVES, MARTIN J.	1,734.33	HEID, THOMAS J	1,317.16
ANDERSON, ELIZABETH A.	1,240.03	LEESE, ALAN K.	477.03
LEITNER, RYAN S.	1,067.28	HART, DAVID R.	41.21
ELLIOTT, PATRICK M.	2,167.95	GRUNCH, RONALD J.	391.02
SCHWARTZFISHER, JOSEPH L.	1,074.64	DAVIS, RONALD L.	314.98
BRADLEY, KELLY R.	1,599.75	FAIRCHILD, GALEN W.	295.11
HART II, DELBERT W.	1,292.25	MASSON, DONALD J.	552.19
JONES, ROBERT F.	1,345.60	KUSINA, DENNIS W.	300.64
DORAN, JUSTIN J.	1,253.78	LABLANCE, MAUREEN J.	356.54
FARRELL, MITCHELL L.	1,333.27	LIVINGSTON, BRIAN D.	1,057.66
THORP JR, WILLIAM D.	1,423.83	VANLOO, JOSEPH G.	957.36

WYMAN, MATTHEW A.	1,547.68	SNYDER, CORY G.	422.91
MILLER, WILLIAM S.	1,223.93	PEARSALL, KRISTA M.	433.81
DOUGLAS, MARK	883.73	DRAKE, WILLIAM F.	1,091.23
PRIOR, ERIN C.	229.79	JOHNSON, MELISSA A.	1,708.40
MCMULLEN, DONALD R.	1,470.22	GERBER, SAMUEL A.	66.50
TRAVERS, MANUEL J.	1,467.79	WHITLEY, ANDREW T.	1,734.55
STEVENS, JEFFREY W.	657.36	MORRISON, KEVIN P.	1,523.12
BIXBY, JAMES R.	194.84	JOHNSON, STEVEN P.	1,284.99
RILEY, CASEY W.	377.78	BISHAW, JAMES H.	733.26
JONES, LARRY M.	1,418.77	ZIPP, BRANDON M.	639.74
WILLSON, BRENDA R.	2,138.56	KLINGER, BRADLEY W.	678.86
BEAN, PETER J.	625.58	WILLIAMS, SYDNEY K.	689.34
FENNELL, DREW M.	178.39	RITTER, DAVID M.	406.54
SILVA, JESSE L.A.	936.84	PETERSON, BENJAMIN D.	402.23
NEWINGTON, BENJAMIN K.	372.21	GILL, DAVID R.	1,348.11
SEHL, JENNA R.	280.56	STANLEY, MARK J.	63.49
RILEY, DANIEL A.	857.69		
WHEELER, MICHAEL W.	1,309.53	TOTAL	120,932.65

Payroll Transmittal – 06/29/2018

4FRONT CREDIT UNION	558.84	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	158.28	COMMUNICATION WORKERS OF AMER	550.41
AMERICAN FAMILY LIFE	345.60	MI STATE DISBURSEMENT UNIT	679.30
CHAR EM UNITED WAY	52.00	PRIORITY HEALTH	1,749.22
CHARLEVOIX STATE BANK	1,200.77	TOTAL	5,444.42

Tax Disbursement – 07/03/2018

CHARLEVOIX COUNTY TREASURER	2,148.85	CHARLEVOIX PUBLIC SCHOOLS	116.11
CHARLEVOIX COUNTY TREASURER	6.01	CITY OF CHARLEVOIX - TAXES DUE	3,041.31
CHARLEVOIX DISTRICT LIBRARY	414.97	RECREATIONAL AUTHORITY	77.81
CHARLEVOIX PUBLIC SCHOOLS	580.55	STATE OF MICHIGAN	5,562.38
CHARLEVOIX PUBLIC SCHOOLS	116.11	TOTAL	12,064.10

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: July 16, 2018

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/07/2018	07/13/2018	124054	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	558.84
07/07/2018	07/13/2018	124055	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	1,243.00
07/07/2018	07/13/2018	124056	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	198.66
07/07/2018	07/13/2018	124056	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	372.78
07/07/2018	07/13/2018	124057	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
07/07/2018	07/13/2018	124058	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 7/7/20	52.00
07/07/2018	07/13/2018	124059	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,200.77
07/07/2018	07/13/2018	124060	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
07/07/2018	07/13/2018	124061	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	550.41
07/07/2018	07/13/2018	124062	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	679.30
07/07/2018	07/13/2018	124063	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 7	201.00
07/07/2018	07/13/2018	124064	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,749.22
Grand Totals:		12				6,975.98

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

07/13/18 Payroll Transmittal Checks	\$ 6,975.98
07/13/18 Payroll (net pay)	\$ 132,141.65
07/17/18 Regular Accounts Payable	\$ 208,760.56
Checks Sub-Total:	\$ 347,878.19

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

07/02/18 MI Public Power Agency	\$ 17,976.96
07/05/18 Payment Service Network, Inc.	\$ 240.10
07/09/18 MI Public Power Agency	\$ 13,349.34
07/11/18 State of MI (Sales Tax)	\$ 23,363.38
07/12/18 DTE Energy	\$ 1,703.12
07/13/18 IRS (Payroll Tax Deposit)	\$ 44,232.23
07/13/18 Alerus Financial (HCSP)	\$ 400.00
07/13/18 State of MI (Withholding Tax)	\$ 6,813.29
07/13/18 Vantagepoint (401 ICMA Plan)	\$ 742.50
07/13/18 Vantagepoint (457 ICMA Plan)	\$ 15,664.41
07/13/18 Vantagepoint (Roth IRA)	\$ 1,186.53

ACH Sub-Total: \$ 125,671.86

Huntington National Bank Total: \$ 473,550.05

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

07/17/18 Tax Disbursement

Charlevoix State Bank Total: \$ -

Grand Total: \$ 473,550.05

APPROVED:

CITY MANAGER

CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/07/2018	PC	07/13/2018	26065	PERRON, LEON R.	45		372.88
07/07/2018	PC	07/13/2018	26066	KURTZ, LUTHER J.	54		782.66
07/07/2018	PC	07/13/2018	26067	HAGEN, AARON W.	56		374.02
07/07/2018	PC	07/13/2018	26068	OLEKSY, THOMAS M.	57		323.76
07/07/2018	PC	07/13/2018	26069	KALBFELL, JANET P.	58		339.38
07/07/2018	PC	07/13/2018	26070	BRYAN JR, GREGORY T.	59		290.72
07/07/2018	PC	07/13/2018	26071	HEYDLAUFF, MARK L.	102		2,648.97
07/07/2018	PC	07/13/2018	26072	GOLDING, JOYCE M.	106		2,181.13
07/07/2018	PC	07/13/2018	26073	DEROSIA, PATRICIA E.	107		962.92
07/07/2018	PC	07/13/2018	26074	DOTSON, LINDSEY J.	109		1,457.31
07/07/2018	PC	07/13/2018	26075	LOY, EVELYN R.	117		1,086.31
07/07/2018	PC	07/13/2018	26076	KLOOSTER, ALIDA K.	121		2,013.70
07/07/2018	PC	07/13/2018	26077	GOLOVICH, KAREN J.	122		969.63
07/07/2018	PC	07/13/2018	26078	SPENCLEY, PATRICIA L.	136		972.74
07/07/2018	PC	07/13/2018	26079	MILLER, FAITH G.	142		11.94
07/07/2018	PC	07/13/2018	26080	MCGINN, KELLY A.	146		1,670.38
07/07/2018	PC	07/13/2018	26081	JONES, JANET M.	148		436.26
07/07/2018	PC	07/13/2018	26082	DOAN, GERARD P.	201		1,697.64
07/07/2018	PC	07/13/2018	26083	SCHLAPPI, JAMES L.	204		913.73
07/07/2018	PC	07/13/2018	26084	UMULIS, MATTHEW T.	205		1,492.38
07/07/2018	PC	07/13/2018	26085	HANKINS, SCOTT A.	208		1,588.38
07/07/2018	PC	07/13/2018	26086	ORBAN, BARBARA K.	209		1,313.87
07/07/2018	PC	07/13/2018	26087	WILLIAMS, ASHLEY M.	210		1,446.69
07/07/2018	PC	07/13/2018	26088	FLICKEMA, ANDREW M.	211		1,935.12
07/07/2018	PC	07/13/2018	26089	RILEY, DENISE M.	213		470.26
07/07/2018	PC	07/13/2018	26090	MATELSKI, KRISTEN L.	230		1,078.75
07/07/2018	PC	07/13/2018	26091	BINGHAM, LARRY E.	240		1,072.84
07/07/2018	PC	07/13/2018	26092	MATELSKI, RYAN G.	242		915.45
07/07/2018	PC	07/13/2018	26093	VANLOO, MEAGAN E.	243		707.60
07/07/2018	PC	07/13/2018	26094	MACGILLIVRAY, ROGER	244		764.67
07/07/2018	PC	07/13/2018	26095	WURST, RANDALL W.	411		1,258.80
07/07/2018	PC	07/13/2018	26096	MAYER, SHELLEY L.	412		2,595.68
07/07/2018	PC	07/13/2018	26097	HILLING, NICHOLAS A.	413		1,661.37
07/07/2018	PC	07/13/2018	26098	MEIER III, CHARLES A.	421		1,317.09
07/07/2018	PC	07/13/2018	26099	ZACHARIAS, STEVEN B.	422		1,472.19
07/07/2018	PC	07/13/2018	26100	NEWMAN, MARK J.	424		1,144.43
07/07/2018	PC	07/13/2018	26101	SWEM, DONALD L.	512		1,975.53
07/07/2018	PC	07/13/2018	26102	EATON, BRAD A.	515		2,068.00
07/07/2018	PC	07/13/2018	26103	WILSON, TIMOTHY J.	516		2,314.98
07/07/2018	PC	07/13/2018	26104	LAVOIE, RICHARD L.	519		1,734.43
07/07/2018	PC	07/13/2018	26105	STEVENS, BRANDON C.	521		2,491.37
07/07/2018	PC	07/13/2018	26106	DRAVES, MARTIN J.	523		1,902.93
07/07/2018	PC	07/13/2018	26107	ANDERSON, ELIZABETH	526		1,240.03
07/07/2018	PC	07/13/2018	26108	LEITNER, RYAN S.	527		1,067.28
07/07/2018	PC	07/13/2018	26109	ELLIOTT, PATRICK M.	600		2,167.95
07/07/2018	PC	07/13/2018	26110	SCHWARTZFISHER, JOS	603		1,391.91
07/07/2018	PC	07/13/2018	26111	BRADLEY, KELLY R.	614		1,240.45
07/07/2018	PC	07/13/2018	26112	HART II, DELBERT W.	616		1,221.95
07/07/2018	PC	07/13/2018	26113	JONES, ROBERT F.	618		1,281.55
07/07/2018	PC	07/13/2018	26114	DORAN, JUSTIN J.	621		1,271.33
07/07/2018	PC	07/13/2018	26115	FARRELL, MITCHELL L.	622		1,532.64
07/07/2018	PC	07/13/2018	26116	THORP JR, WILLIAM D.	623		1,277.37
07/07/2018	PC	07/13/2018	26117	MANKER JR, DAVID W.	638		428.51
07/07/2018	PC	07/13/2018	26118	MANKER SR, DAVID W.	639		675.60
07/07/2018	PC	07/13/2018	26119	BECKER, MICHAEL S.	641		671.53
07/07/2018	PC	07/13/2018	26120	NEDWICK, DAVID J.	642		412.39
07/07/2018	PC	07/13/2018	26121	FREY, DYLAN V.	643		511.92

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/07/2018	PC	07/13/2018	26122	SHEPARD, ZACHARY N.	656		114.29
07/07/2018	PC	07/13/2018	26123	HART III, DELBERT W.	657		562.61
07/07/2018	PC	07/13/2018	26124	BOEHM, NOAH A.	662		598.02
07/07/2018	PC	07/13/2018	26125	MCGHEE, ROBERT R.	663		1,038.23
07/07/2018	PC	07/13/2018	26126	MUMICH, BARRY J.	671		586.01
07/07/2018	PC	07/13/2018	26127	CRANDELL, ZACKARY R.	691		847.53
07/07/2018	PC	07/13/2018	26128	SEESE, GARRETT R.	692		474.09
07/07/2018	PC	07/13/2018	26129	FERGUSON, ROYCE L.	693		766.06
07/07/2018	PC	07/13/2018	26130	MUELLER, JASON C.	694		598.02
07/07/2018	PC	07/13/2018	26131	BOSS, SHERRY M.	695		569.81
07/07/2018	PC	07/13/2018	26132	SAYWARD, MADISON E.	696		535.80
07/07/2018	PC	07/13/2018	26133	ROSENTHAL, GABRIEL M	698		844.58
07/07/2018	PC	07/13/2018	26134	NOVOTNY, RAIGAN I.	699		560.91
07/07/2018	PC	07/13/2018	26135	KNORR, KENT J.	700		1,958.07
07/07/2018	PC	07/13/2018	26136	STEBE, LAURA A.	703		161.61
07/07/2018	PC	07/13/2018	26137	MILAN, JANE E.	711		1,260.85
07/07/2018	PC	07/13/2018	26138	ANZELL, BETH A.	712		768.57
07/07/2018	PC	07/13/2018	26139	MACGILLIVRAY, RAYMO	720		777.24
07/07/2018	PC	07/13/2018	26140	RITTER, MATTHEW R.	731		592.90
07/07/2018	PC	07/13/2018	26141	MCCULLOUGH, SAVHAN	733		288.90
07/07/2018	PC	07/13/2018	26142	CALO, LEAH M.	734		575.74
07/07/2018	PC	07/13/2018	26143	KLOOSTER, PATRICK H.	743		1,465.01
07/07/2018	PC	07/13/2018	26144	EVANS JR, HALBERT K.	744		667.30
07/07/2018	PC	07/13/2018	26145	GREENE, GLORIA C.	746		754.96
07/07/2018	PC	07/13/2018	26146	DAVIS, LEAH R.	748		678.86
07/07/2018	PC	07/13/2018	26147	TELGENHOF, WILL G.	749		678.86
07/07/2018	PC	07/13/2018	26148	WILLIAMS, BRANDON S.	751		454.96
07/07/2018	PC	07/13/2018	26149	CARLSON, JOSHUA A.	756		583.73
07/07/2018	PC	07/13/2018	26150	HOLECHECK, JENNACA	777		694.08
07/07/2018	PC	07/13/2018	26151	VRONDRAN, LARISSA M.	781		511.82
07/07/2018	PC	07/13/2018	26152	BAILEY, ALYSSA M.	787		394.53
07/07/2018	PC	07/13/2018	26153	KIRINOVIC, THOMAS F.	790		460.67
07/07/2018	PC	07/13/2018	26154	DUTCHER, ROBERT G.	794		314.52
07/07/2018	PC	07/13/2018	26155	KLOOSTER, SUSAN E.	795		27.27
07/07/2018	PC	07/13/2018	26156	HEID, THOMAS J	802		1,317.16
07/07/2018	PC	07/13/2018	26157	LEESE, ALAN K.	835		393.26
07/07/2018	PC	07/13/2018	26158	HART, DAVID R.	836		46.07
07/07/2018	PC	07/13/2018	26159	GRUNCH, RONALD J.	844		386.18
07/07/2018	PC	07/13/2018	26160	DAVIS, RONALD L.	853		226.92
07/07/2018	PC	07/13/2018	26161	FAIRCHILD, GALEN W.	855		433.93
07/07/2018	PC	07/13/2018	26162	MASSON, DONALD J.	861		517.04
07/07/2018	PC	07/13/2018	26163	KUSINA, DENNIS W.	862		374.64
07/07/2018	PC	07/13/2018	26164	LABLANCE, MAUREEN J.	863		311.45
07/07/2018	PC	07/13/2018	26165	LIVINGSTON, BRIAN D.	866		792.84
07/07/2018	PC	07/13/2018	26166	VANLOO, JOSEPH G.	902		1,021.16
07/07/2018	PC	07/13/2018	26167	WYMAN, MATTHEW A.	927		1,604.77
07/07/2018	PC	07/13/2018	26168	MILLER, WILLIAM S.	933		1,640.21
07/07/2018	PC	07/13/2018	26169	DOUGLAS, MARK	935		770.76
07/07/2018	PC	07/13/2018	26170	PRIOR, ERIN C.	938		496.99
07/07/2018	PC	07/13/2018	26171	CERTA, BRIAN	939		519.28
07/07/2018	PC	07/13/2018	26172	MCMULLEN, DONALD R.	1000		1,886.81
07/07/2018	PC	07/13/2018	26173	TRAVERS, MANUEL J.	1010		2,888.43
07/07/2018	PC	07/13/2018	26174	STEVENS, JEFFREY W.	1028		807.18
07/07/2018	PC	07/13/2018	26175	BIXBY, JAMES R.	1041		131.37
07/07/2018	PC	07/13/2018	26176	RILEY, CASEY W.	1052		410.43
07/07/2018	PC	07/13/2018	26177	JONES, LARRY M.	1057		1,407.15
07/07/2018	PC	07/13/2018	26178	WILLSON, BRENDA R.	1059		1,901.20

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/07/2018	PC	07/13/2018	26179	BEAN, PETER J.	1060		1,134.69
07/07/2018	PC	07/13/2018	26180	RILEY, REBECCA J.	1063		529.19
07/07/2018	PC	07/13/2018	26181	ERWIN, RACHELLE L.	1066		562.76
07/07/2018	PC	07/13/2018	26182	SILVA, JESSE L.A.	1073		858.34
07/07/2018	PC	07/13/2018	26183	SEHL, JENNA R.	1101		295.00
07/07/2018	PC	07/13/2018	26184	RILEY, DANIEL A.	1102		882.42
07/07/2018	PC	07/13/2018	26185	WHEELER, MICHAEL W.	1103		880.35
07/07/2018	PC	07/13/2018	26186	SNYDER, CORY G.	1104		751.85
07/07/2018	PC	07/13/2018	26187	PEARSALL, KRISTA M.	1105		198.81
07/07/2018	PC	07/13/2018	26188	DRAKE, WILLIAM F.	1106		686.46
07/07/2018	PC	07/13/2018	26189	JOHNSON, MELISSA A.	1107		1,308.38
07/07/2018	PC	07/13/2018	124041	COLE, SHANE	50		616.43
07/07/2018	PC	07/13/2018	124042	GERBER, SAMUEL A.	147		72.03
07/07/2018	PC	07/13/2018	124043	WHITLEY, ANDREW T.	522		2,186.62
07/07/2018	PC	07/13/2018	124044	MORRISON, KEVIN P.	601		1,395.87
07/07/2018	PC	07/13/2018	124045	JOHNSON, STEVEN P.	617		1,581.09
07/07/2018	PC	07/13/2018	124046	BISHAW, JAMES H.	633		580.18
07/07/2018	PC	07/13/2018	124047	ZIPP, BRANDON M.	697		578.86
07/07/2018	PC	07/13/2018	124048	KLINGER, BRADLEY W.	747		678.86
07/07/2018	PC	07/13/2018	124049	WILLIAMS, SYDNEY K.	750		689.34
07/07/2018	PC	07/13/2018	124050	RITTER, DAVID M.	783		627.98
07/07/2018	PC	07/13/2018	124051	PETERSON, BENJAMIN D	785		657.37
07/07/2018	PC	07/13/2018	124052	GILL, DAVID R.	856		1,254.88
07/07/2018	PC	07/13/2018	124053	STANLEY, MARK J.	867		60.95
Grand Totals:			138				132,141.65

dm

Report Criteria:

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

Check Number	Payee	Amount
07/17/2018		
124065	ABILITA	2,731.81
124066	ABRAMOWSKI, DWAIN M.	200.00
124067	ACE HARDWARE	5,655.97
124068	ACUSHNET COMPANY	84.04
124069	ARCADIA BENEFITS GROUP INC	25.00
124070	AUTO VALUE	1,230.92
124071	AVFUEL CORPORATION	19,556.51
124072	BARUZZINI GENERAL CONTRACTOR	2,985.00
124073	BEIJO DE CHOCOLAT LLC	27.00
124074	BERGER CHEVEROLET	37,259.00
124075	BOUND TREE MEDICAL LLC	1,078.69
124076	CARQUEST OF CHARLEVOIX	1,288.21
124077	CCI SOUTH LLC	52.50
124078	CDW GOVERNMENT INC.	117.50
124079	CHAPDELAINE, EMILY	100.00
124080	CHARLEVOIX SCREEN MASTERS INC	633.00
124081	CHARLEVOIX TOWNSHIP	15.00
124082	CHARLEVOIX VENETIAN FESTIVAL	16,000.00
124083	CHARTER COMMUNICATIONS	221.24
124084	CINTAS CORPORATION #729	36.03
124085	CITY OF CHARLEVOIX - UTILITIES	53,238.89
124086	CIVIC SYSTEMS	9,354.00
124087	COOK FAMILY FARMS	111.00
124088	CUMMINS, SCOTT	75.00
124089	DHASELEER, CARL	53.00
124090	DONEGAL INSURANCE	613.61
124091	E-CONOLIGHT	279.98
124092	ELHORN ENGINEERING COMPANY	815.00
124093	ELLSWORTH FARMER'S EXCHANGE	60.00
124094	FAMILY FARM & HOME	533.80
124095	FARMER WHITE'S	164.00
124096	FASTENAL COMPANY	243.48
124097	FREEDOM MAILING SERVICES INC.	2,273.25
124098	GBS INC.	101.20
124099	GERBER HOMEMADE SWEETS	43.00
124100	GOLDING, JOYCE M.	189.11
124101	GRAINGER	149.46
124102	GRIFFIN BEVERAGE CO	56.00
124103	GRP ENGINEERING INC.	331.14
124104	GUNTZVILLER, RHONDA	515.00
124105	HARRELL'S	1,292.00
124106	HEP'S HOMEBAKED GRANOLA	34.00
124107	HERSEY, BRADFORD	100.00
124108	HERZOG ELECTRIC	324.85
124109	HYDE SERVICES LLC	1,767.50
124110	HYDRODYNAMICS INC.	312.00
124111	IRISH BOAT SHOP	250.99
124112	JERRY'S TIRE	532.08

M = Manual Check, V = Void Check

Check Number	Payee	Amount
124113	JOE'S PROFESSIONAL SERVICES LLC	220.00
124114	KSS ENTERPRISES	1,285.63
124115	KURCHINSKI, DIANE	2.01
124116	LAKE FOREST BAKING COMPANY	61.00
124117	LAKESHORE TIRE & AUTO SERVICE	56.95
124118	LIVE FROM CHARLEVOIX INC	2,000.00
124119	LOTTIE'S BAGELS	116.00
124120	MCCARDEL CULLIGAN-PETOSKEY	50.00
124121	MCMULLEN, DONALD R	76.12
124122	MICHIGAN ASSN/CHIEFS OF POLICE	115.00
124123	MICHIGAN BOATING INDUSTRIES AS	295.00
124124	MICHIGAN MUNICIPAL LEAGUE	3,868.28
124125	MICHIGAN MUSHROOM MARKET LLC	40.00
124126	MICHIGAN PIPE & VALVE	436.80
124127	MICHIGAN RURAL WATER ASSN	690.00
124128	MILAN, JANE	71.21
124129	MITCHELL, MICHAEL & IRENE	147.24
124130	NORTHERN PUMP SERVICE INC.	980.00
124131	NORTHERN SAFETY CO INC	44.08
124132	NYE UNIFORM CO	187.22
124133	OSAGE INDUSTRIES INC	189.90
124134	PEASE, RIVER FAITH	100.00
124135	PERSONAL GRAPHICS	490.32
124136	PETOSKEY BAND BOOSTERS	2,000.00
124137	POLLARD WATER	68.92
124138	POND HILL FARM LLC	260.00
124139	POWERPLAN	708.90
124140	PRESTON FEATHER	3,140.08
124141	PURITY CYLINDER GASES INC	127.30
124142	R & R PRODUCTS INC	96.46
124143	R B LYONS INC	1,870.00
124144	REHMANN-ROBSON & CO	10,500.00
124145	RIETH-RILEY CONST CO INC	962.35
124146	RUSTIC BAKER	201.00
124147	SINGER, JOHN	1.62
124148	SPARTAN STORES LLC	49.75
124149	SPOK INC	15.97
124150	TELE-RAD INC	575.77
124151	THE MOXIE STRINGS	1,250.00
124152	THORP, ELIZABETH	100.00
124153	TOBY'S INSTRUMENT SHOP INC.	375.75
124154	TOP QUALITY GLOVE	54.50
124155	UP NORTH PROPERTY SERVICES LL	4,567.50
124156	USA BLUE BOOK	660.96
124157	VILLAGE GRAPHICS INC.	621.05
124158	WASHBURNE, BRENDA	82.00
124159	WILLIAMS, HOMER	5,000.00
124160	WINDER POLICE EQUIPMENT	167.24
124161	WITTHOEFT, CHARLES	150.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
124162	WORK & PLAY SHOP	519.92
Total 07/17/2018:		208,760.56
Grand Totals:		208,760.56

Check Number	Payee	Amount
07/02/2018		
70218001	MICHIGAN PUBLIC POWER AGENCY	17,976.96
Total 07/02/2018:		17,976.96
Grand Totals:		17,976.96

Check Number	Payee	Amount
07/05/2018		
70518001	PAYMENT SERVICE NETWORK INC.	240.10
Total 07/05/2018:		240.10
Grand Totals:		240.10

Check Number	Payee	Amount
07/09/2018		
70918001	MICHIGAN PUBLIC POWER AGENCY	13,349.34
Total 07/09/2018:		13,349.34
Grand Totals:		13,349.34

Check Number	Payee	Amount
07/11/2018		
71118001	STATE OF MICHIGAN	23,363.38
Total 07/11/2018:		23,363.38
Grand Totals:		23,363.38

Check Number	Payee	Amount
07/12/2018		
71218001	DTE ENERGY	1,703.12
Total 07/12/2018:		1,703.12
Grand Totals:		1,703.12

Check Issue Date	Check Number	Payee	Amount
71318001			
07/13/2018	71318001	**EFTPS* Payroll Taxes	11,780.13
07/13/2018	71318001	**EFTPS* Payroll Taxes	11,780.13
07/13/2018	71318001	**EFTPS* Payroll Taxes	2,755.09
07/13/2018	71318001	**EFTPS* Payroll Taxes	2,755.09
07/13/2018	71318001	**EFTPS* Payroll Taxes	15,161.79
Total 71318001:			
	5		44,232.23
71318002			
07/13/2018	71318002	Alerus Financial	400.00
Total 71318002:			
	1		400.00
71318003			
07/13/2018	71318003	STATE OF MICHIGAN	6,813.29
Total 71318003:			
	1		6,813.29
71318004			
07/13/2018	71318004	Vantagepoint - 401 Plan 109153	742.50
Total 71318004:			
	1		742.50
71318005			
07/13/2018	71318005	Vantagepoint - 457 Plan 300959	6,353.59
07/13/2018	71318005	Vantagepoint - 457 Plan 300959	961.60
07/13/2018	71318005	Vantagepoint - 457 Plan 300959	2,113.23
07/13/2018	71318005	Vantagepoint - 457 Plan 300959	6,235.99
Total 71318005:			
	4		15,664.41
71318006			
07/13/2018	71318006	Vantagepoint - Roth IRA 706117	1,186.53
Total 71318006:			
	1		1,186.53
Grand Totals:			
	13		69,038.96

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Purchase Trailer Mounted Vacuum Excavator for \$72,994

DATE: July 16, 2018

BACKGROUND:

One of the items budgeted for purchase this year is a trailer mounted vacuum excavator (vac trailer). The DPW already has a vacuum/jet truck (vac truck) that is used for jetting and vacuuming sewer lines. It is also used at times by the DPW, Water or Electric department to find utilities by “potholing” and for cleanup of various substances, and in emergencies it is used for excavating and exposing hidden utilities (when there is no time to wait for a response to a MISS DIG locate request).

When cleaning and jetting sewers the vacuumed materials are mostly liquid and are not too hard on the vacuuming equipment. This work is what vac trucks were originally designed for. When potholing or excavating however, the materials being picked up (sand, gravel, rocks, bricks, debris) are extremely hard on the equipment, prematurely wearing out the truck mounted equipment.

The DPW was looking to buy a vac trailer this year to slow down the wear and tear on the vac truck. The Electric Department uses the vac truck frequently to pothole and to clean up mud from boring operations, both of which not only wear out the vac truck but also tie it up so it can’t be used by the DPW, so the Electric Department was also planning to obtain a vac trailer this year. Therefore we have combined budgets and are planning to share a vac trailer between the departments.

After researching options the departments tried out vac trailers from both Ditch Witch and from Vermeer. Both machines were very good quality vacuums with a lot of useful features, and each one had minor advantages and disadvantages compared to the other one. Either unit would be acceptable, although the Ditch Witch may require purchasing a more powerful truck to pull it. After trying out various units and deciding on the options that we would need with the machines we obtained price quotes for both (while we tried out demo units the two companies started a small bidding war with each other. As a result these quotes are down close to factory pricing - other similar units sell for over \$100,000.):

Manufacturer	Price Quote
Vermeer	\$ 72,994.00
Ditch Witch	\$ 76,243.59

As can be seen the Vermeer is less expensive. The budget for the Electric Department included \$70,000 for a truck that can wait until next year’s budget, and the DPW budgeted \$60,000 for this item. Between the two there is more than enough to cover it.

RECOMMENDATION:

Motion to approve the purchase of the Vermeer Vac Trailer as detailed in Quote #: 00631M-R2 for the total of \$72,994.00.

ATTACHMENTS:

- ▢ Quote # 00631M-R2 (Vermeer)
- ▢ Quote # 50195742 (Ditch Witch)



Vermeer of Michigan Inc.
1098 Franklin St
Marne, MI 49435
989-326-0513

7/6/2018

Quote #: 00631M-R2

PO #:

Bill To:
City of Charlevoix

Ship To:
City of Charlevoix

210 State St.
Charlevoix, MI 49720

210 State St.
Charlevoix, MI 49720

Gentlemen:

I would like to submit this quote to you.

1 - McLaughlin VX50-500, New 2018 with:

\$72,994.00

VX50 vacs include 3 stage filtration using cyclonic separator and .2 micron poly filter, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, full debris tank electronic float shut down and secondary ball float shut off, lockable engine enclosure, lockable control box, standard reverse flow for pressure offloading, 22 gallon fuel tank, 50' water hose with reel, two 15' x 4" vacuum hose, rotary digging lance, 5' vacuum tool, and wash wand.

-49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 500 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 psi water system with auto clutch, auxiliary hydraulic system with 8 GPM, 14,000 GVW trailer with LED trailer lights.

- Hydraulic Boom—Hydraulic Rotation, wireless remote, two 5' boom extensions

- Hydraulic Jack

- With Hot box

- Short Digging Tool

- 2 Extra 4in 15ft section of hose

- 1 year warranty on machine

- 2 year on Engine

Machine	\$72,994.00
Total Due	\$72,994.00

Finance Options with Approved Credit

Monthly Payment

Approximate Payment on 60 months based on \$0.00 down -

\$1,420.84

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by _____ Date _____

Thank you for your consideration.

Sincerely,

Ryan Burley
Sales

ryan.burley@vermeermidwest.com

Initials: _____

DITCH WITCH SALES OF MICHIGAN

3401 WEST GRAND RIVER AVE.
HOWELL, MI 48855-7603
Phone 517-546-9848
Fax 517-546-9890

CITY OF CHARLEVOIX
PAT ELLIOT

CHARLEVOIX, MI 49720-1345
231-881-6323

Quote: 50195742
Ext. Ref.: HX50
Description:
Date: 07/02/2018
Salesperson: Donald Patterson
Mobile Phone: 5173752500
Email: dpatterson@ditchwitchmi.com

Price Quote

Quote valid for: 30 days, until 06/08/2018

HX50

Featuring superior power and versatility, the Ditch Witch® HX50 is equipped with a 49-hp Kubota® diesel engine to support all machine functions # from potholing and small-slot trenching applications to HDD fluid and jobsite debris cleanup. The Ditch Witch® HX50 basic unit includes the following: insulated engine enclosure, cylinder assist

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
1	HX50	HX50
1	190-2385	TRAILER TONGUE TOOLBOX
1	350-3060	REAR WORK LIGHTS
1	350-3061	TRAFFIC CONE STORAGE
1	190-2506	PROSPECTOR ASSEMBLY, W/48" LANCE,#5 NOZZ
1	301-5571	REDUCED FHC BODY (64F-96F)
1	325-411	4" 2 IN 1 TOOL (EXTENDABLE)
1	025-1034	VT24 800 GAL HEAVY TRAILER
3	SETUP-CHARGE	Setup Charge

Equipment Subtotal	\$	104,536.17
Discount	\$	28,292.58-
Subtotal Before Tax	\$	76,243.59
Total Tax	\$	0.00
Total Amount	\$	76,243.59
		U.S. Dollars

DITCH WITCH SALES OF MICHIGAN

3401 WEST GRAND RIVER AVE.
HOWELL, MI 48855-7603
Phone 517-546-9848
Fax 517-546-9890

CITY OF CHARLEVOIX
PAT ELLIOT

CHARLEVOIX, MI 49720-1345
231-881-6323

Quote: 50195742
Ext. Ref.: HX50
Description:
Date: 07/02/2018
Salesperson: Donald Patterson
Mobile Phone: 5173752500
Email: dpatterson@ditchwitchmi.com

Price Quote

Quote valid for: 30 days, until 06/08/2018

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
------------	--------------------	--------------------

1	HX50	HX50
---	------	------

With the following configuration:

Spoils Tank:	800 Gallon
Water Tank:	400 Gallons
Reverse Flow:	Yes
Hose and Tooling:	4 Inch
Accessories:	4in 2-1 Tool
Accessories:	6-4 Reducer
Accessories:	Prospector Digging Lance
Accessories:	Rear Work Lights
Accessories:	Traffic Cone Storage
Vac Boom:	Powered 4in Hoses
Filter:	Cyclonic Separator
Controls:	Right Hand Traffic
Water Heater:	Yes
Trailer Model:	VT24
Trailer Jack:	Hydraulic
Hydraulic Oil:	Standard
Color:	Standard
Decals:	English

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Bridge Park Pump Rebuild for \$11,460

DATE: July 16, 2018

BACKGROUND:

Randy Wurst, WWTP Chief Operator, reported that a Bridge Park lift station pump had a seal fail alarm this spring and was taken out of rotation. Staff pulled the pump and replaced it with the spare pump on hand. It is critical to have the pump repaired to use as a spare in the future as Bridge Park lift station is our main station in the collection system. We are asking for Council approval for Kennedy Industries to perform the repairs at their quoted price. They are the sole municipal Flygt pump supplier for Michigan.

RECOMMENDATION:

Motion to authorize the Flygt pump repair for \$11,460 as quoted by Kennedy Industries.

ATTACHMENTS:

- ▣ Kennedy Quote



July 10, 2018

Randy Wurst
City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Flygt 3202.090 Pump
Serial Number: 0670030
Kennedy Industries #: 93744

Mr. Wurst,

Attached are photos with descriptions of the parts in need of repair or replacement. If you have any questions, please do not hesitate to contact us.

Sincerely,

Jessica Kolasinski

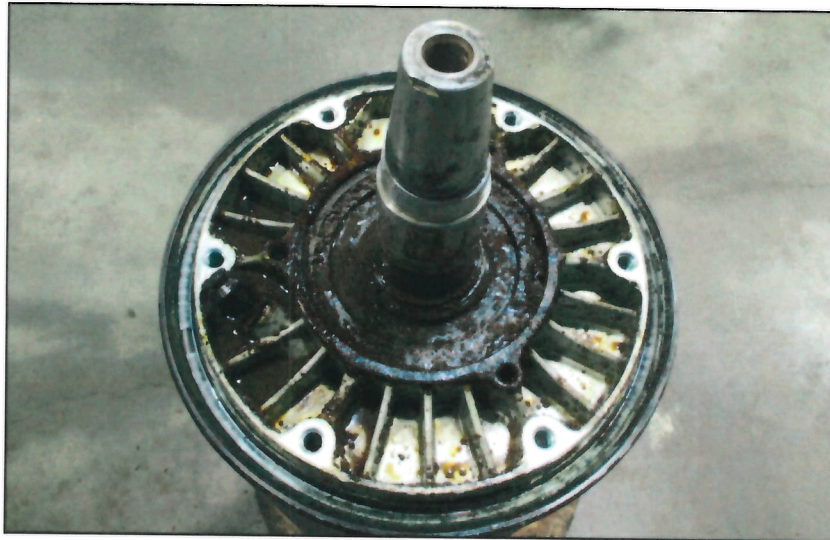
KENNEDY INDUSTRIES, INC.

PUMP



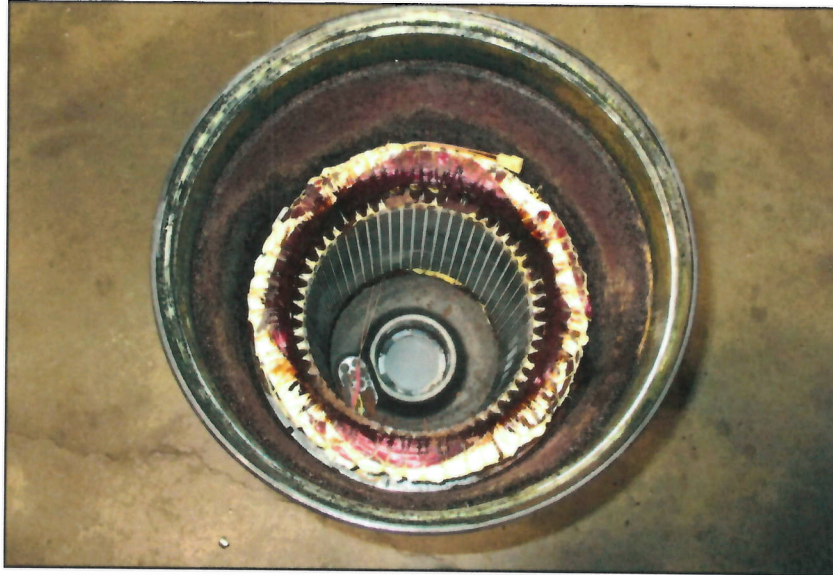
- Pump prior to disassembly.
- Impeller rotates freely by hand.
- Test run had loud bearings.

PUMP



- Mechanical seal failure allowed contamination inside of the pump.
- Mechanical seals, bearings, and O-rings will be replaced with new.

STATOR



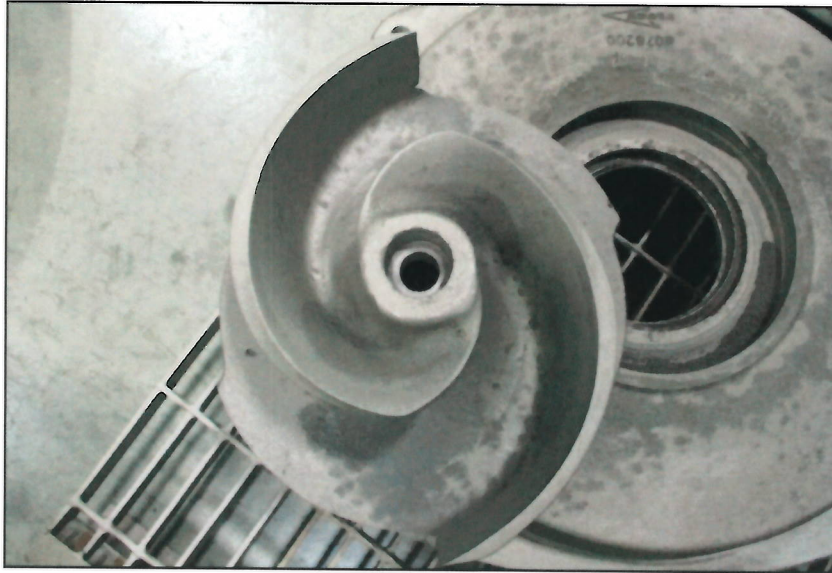
- Mechanical seal failure allowed contamination inside of the stator.
- After being cleaned and baked, the stator passed electrical testing.

ROTOR



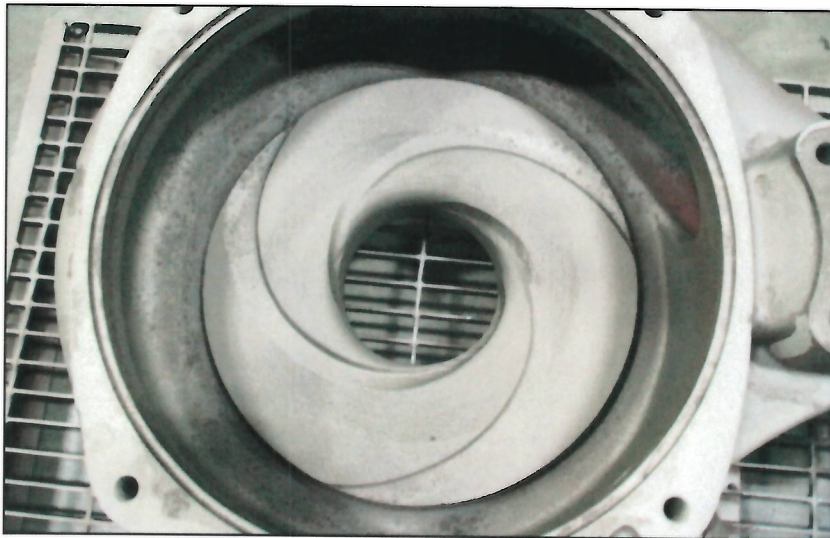
- Labby journal has slight metal transfer and will be polished.

IMPELLER



- Impeller is in good condition and will be reused.

WEAR RING



- Wear ring clearance is .100, spec is .004-.020.
- Wear ring is worn but reusable and will be readjusted to .004/.020 at assembly.



QUOTATION		
DATE	NUMBER	PAGE
7/10/2018	0015909	1 of 2

B
I
L
L
T
O
ADA200
CITY OF CHARLEVOIX
210 STATE STREET
CHARLEVOIX, MI 49720

Accepted By: _____
Company: _____
Date: _____
PO#: _____

ATTENTION:
RANDY WURST 231-547-3274 randyw@cityofcharlevoioiorg

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATON:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	FLYGT, PUMP, 3202.090-0670030	REA/JMK	KENNEDY DELIVER

QTY	DESCRIPTION
-----	-------------

THE FOLLOWING QUOTE IS FOR THE COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP.

NEW PARTS REQUIRED:

- (1) UPPER MECHANICAL SEAL
- (1) LOWER MECHANICAL SEAL
- (1) UPPER BEARING
- (1) LOWER BEARING
- (1) O-RING KIT
- (2) SEAL SELEEVE

LABOR REQUIRED:

DISASSEMBLE, SANDBLAST, CLEAN AND INSPECT COMPLETE PUMP.

CLEAN, BAKE AND TEST STATOR ASSEMBLY.

PREP MACHINE SHAFT FOR HARD CHROME PLATING AT LOWER LABBY FIT JOURNAL.

CHROME PLATE JOURNAL THEN GRIND TO O.E.M. SPECIFICATIONS.

MACHINE LOWER LABBY FIT ON BEARING HOUSING TO RESTORE SURFACE.

ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCE MACHINE.

VERIFY TOTAL INDICATOR RUN OUTS THEN DYNAMICALLY BALANCE ROTOR TO ISO G2.5.

ASSEMBLE PUMP COMPLETE WITH NEW PARTS LISTED.

PRESSURE TEST SEAL CHAMBER TO INSURE LEAK FREE.

INSTALL NEW OIL OR COOLANT IN SEAL CHAMBER.

PRESERVE, CRATE AND DELIVER TO YOUR LOCATION.

TOTAL REPAIR COST: \$11,460.00

DELIVERY: 2 WEEKS (AFTER RECEIPT OF ORDER)



QUOTATION		
DATE	NUMBER	PAGE
7/10/2018	0015909	2 of 2

QTY	DESCRIPTION
-----	-------------

WE DO NOT INCLUDE: INSTALLATION, CONCRETE, OR SITE WORK, ANCHOR BOLTS, PIPING, VALVES, COVER, CONDUIT, WIRING, JUNCTION BOXES, PADLOCKS OR KEYS, START-UP UNLESS LISTED ABOVE

WE WILL NOT PROCEED WITH THIS REPAIR UNTIL GIVEN AUTHORIZATION. PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

JESSICA KOLASINSKI
JKOLASINSKI@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to changes the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

**CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE
NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL**

TOTAL: \$11,460.00

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011

www.KennedyInd.com

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: MERS 2018 MERS Annual Conference Officer Delegate Appointment

DATE: July 16, 2018

BACKGROUND:

City employees are represented at the Michigan Employees Retirement System (MERS) annual meeting by an elected, non supervisory employee and an officer delegate. The City Council must appoint an officer delegate to represent the City at the Annual MERS Conference being held at the Amway Grand Plaza Hotel on October 4 and 5, 2018.

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

RECOMMENDATION:

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

ATTACHMENTS:

- ▣ 2018 Officer and Employee Delegate Certification Form



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2018 Officer and Employee Delegate Certification Form

MERS 72nd Annual Conference | October 4–5, 2018 | Amway Grand Plaza Hotel, Grand Rapids, MI

Please print clearly • Upload with registration and retain a copy for your records

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

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

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

1. Officer (and alternate) delegate information

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

Officer Delegate name

Alida Klooster

Officer Alternate name

Kelly McGinn

Officer delegate and alternate listed above were appointed to serve at the 2018 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on July 16, 2018.

2. Employee (and alternate) delegate information

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

Employee Delegate name

Brandon Stevens

Employee Alternate name

Matt Umulis

Employee delegate and alternate listed above were elected to serve at the 2018 MERS Retirement Conference by secret ballot election conducted by an authorized officer on July 2, 2018.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court.

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

Employer/municipality name*

City of Charlevoix

Municipality number*

1505

Email address

pattyd@charlevoixmi.gov

Employer address

210 State Street

Employer city

Charlevoix

Employer state

MI

Employer zip code

49720

Signature of authorized authority*

Printed name

Mark L. Heydlauff

Title of authorized authority*

City Manager

Date

* Required field

TIP: Scan and upload this completed form to your computer. Then attach it to your registration when you register online to attend the conference.
www.mersofmich.com

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Purchase of Two Cardiac Monitors/Defibrillators

DATE: July 16, 2018

PRESENTED BY: Gerard Doan, Chief of Police

BACKGROUND:

The EMS Department owns four cardiac monitor/defibrillators. Currently, one is in each of our three ambulances, while the fourth is in the echo unit. The monitors are over fifteen years old and have been experiencing chronic maintenance issues. In addition, the technology is outdated and affecting both the reliability and quality of the twelve lead EKGs required for monitoring and diagnosing a patient's cardiac condition.

I am including excerpts of a recent report as reviewed and recommended by the Center for Public Safety Management: "The cardiac monitors/defibrillators used by CEMS are PhysioControl LifePak 12 monitors. These are relatively old, and although they are able to provide the basic necessary cardiac assessments and interventions, CEMS should consider replacing these units with newer generation cardiac monitors that offer enhanced diagnostic and interventional capabilities, along with enhanced quality assurance software and data platforms. Recommendation: CEMS should invest in the new cardiac monitors to take advantage of current diagnostic and intervention technology, as well as quality assurance processes."

At this time, I am requesting the purchase of two new monitors to replace the units in the first two ambulances. We will keep the best two of the four current monitors and put them in the third ambulance and echo unit. The remaining two will be used as trade-ins on the new units.

Currently, there are two companies that manufacture cardiac monitors. There is a third cardiac monitor company, but they are out of the market due to issues with the FDA. I have submitted two quotes for cardiac monitors for your review.

RECOMMENDATION:

Motion to authorize the purchase of two cardiac monitor/defibrillators from Physio Control, Inc. for the amount of \$45,869.80.

ATTACHMENTS:

- ▣ Physio quote
- ▣ Zoll quote



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	CHARLEVOIX FD Attn: Don McMullen 210 STATE ST CHARLEVOIX, MI 49720 (231) 499-5820 donald.mcmullen@cardinalhealth.com	Quote Number	00132243
		Revision #	1
		Created Date	7/3/2018
		Sales Consultant	Pierce Szubelak (989) 255-4433 pierce.szubelak@stryker.com
		FOB	Redmond, WA
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30
		Expiration Date	10/3/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	32,125.00	-6,425.00	25,700.00	51,400.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	2.00	0.00	0.00	-6,500.00	-13,000.00
11160-000013	NIBP Cuff-Reusable, Child	2.00	25.00	-5.00	20.00	40.00
11160-000017	NIBP Cuff -Reusable, Large Adult, Bayonet	2.00	34.00	-6.80	27.20	54.40
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	2.00	301.00	-60.20	240.80	481.60
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	2.00	301.00	-60.20	240.80	481.60
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	59.00	-11.80	47.20	94.40
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	84.00	-16.80	67.20	134.40
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2.00	327.00	-65.40	261.60	523.20
11577-000004	Station Battery Charger - For the LP15	1.00	1,900.00	-380.00	1,520.00	1,520.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6.00	479.00	-95.80	383.20	2,299.20
21996-000109	Titan III – WiFi Gateway	2.00	1,035.00	-207.00	828.00	1,656.00

Subtotal	USD 45,684.80
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 45,869.80
-------------	---------------

Pricing Summary Totals

List Price Total	USD 73,356.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -14,671.20
Trade In Discounts	USD -13,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 45,869.80

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote Account Name Address City State Zip Code	Shipping Address ☐ same as Billing Address Account Name Address City State Zip Code
Accounts Payable Contact Information Accounts Payable Contact Accounts Payable Email	
Authorized Customer Signature Name Title	Accounts Payable Phone Number Customer is Tax Exempt? ☐ Yes ☐ No Signature Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



TO: City of Charlevoix EMS

210 State Street
Charlevoix, MI 49720

Attn: **Don McMullen**

email: donaldrm@charlevoixmi.gov

Tel: -

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 276409 V:1

DATE: May 31, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550	1	\$37,275.00	\$30,565.50	\$30,565.50 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL JUNE 30, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Adam Peterson
Territory Manager EMS Western Mic



TO: City of Charlevoix EMS

210 State Street
Charlevoix, MI 49720

Attn: **Don McMullen**

email: donaldrm@charlevoixmi.gov

Tel: -

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 276409 V:1

DATE: May 31, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 \$1,795 • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$221.25	\$221.25 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$221.25	\$221.25 *
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$133.88	\$133.88 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL JUNE 30, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Adam Peterson
Territory Manager EMS Western Mic



TO: City of Charlevoix EMS

210 State Street
Charlevoix, MI 49720

Attn: **Don McMullen**

email: donaldrm@charlevoixmi.gov

Tel: -

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 276409 V:1

DATE: May 31, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-0580-01	Six hour rechargeable Smart battery	1	\$495.00	\$420.75	\$420.75	*
6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,195.55	\$2,195.55	*
7	8900-0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$560.00	\$420.00	\$420.00	*
8	8900-0004	4 ECG electrodes/pouch (120 pouches / 480 electrodes)	1	\$96.00	\$72.00	\$72.00	*
9	8900-0006	6 ECG electrodes/pouch (100 pouches / 600 electrodes)	1	\$120.00	\$90.00	\$90.00	*
10	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	1	\$24.00	\$19.68	\$19.68	*
11	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	1		(\$2,000.00)	(\$2,000.00)	**

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL JUNE 30, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Adam Peterson
Territory Manager EMS Western Mic



TO: City of Charlevoix EMS

210 State Street
Charlevoix, MI 49720

Attn: **Don McMullen**

email: donaldrm@charlevoixmi.gov

Tel: -

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 276409 V:1

DATE: May 31, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		*Reflects National Purchasing Partners (NPP) Contract Pricing. **Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis. **Trade value guaranteed only through June 30, 2018.				
TOTAL						\$32,359.86

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL JUNE 30, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Adam Peterson
Territory Manager EMS Western Mic

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Moose Sculpture Donation

DATE: July 16, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

On Monday evening, the Planning Commission reviewed the proposed donation of a life-sized moose sculpture to East Park. The full packet of things reviewed by the Planning Commission is attached. They approved the following motion and recommendation to Council pursuant to the Donation Acceptance Policy:

Motion to thank the Bairds for their generous offer, but for aesthetic and safety reasons not accept the offer.

Ultimately Council has the decision of what to do next. You could hold a public hearing to consider this item further or concur with the Planning Commission.

RECOMMENDATION:

Motion to affirm the recommendation of the Planning Commission and decline with appreciation the donation of the moose sculpture.

ATTACHMENTS:

- ▣ Moose Memo
- ▣ Moose Photos
- ▣ Kent Knorr Email
- ▣ Donation Acceptance Policy

**City of Charlevoix
Planning Commission
July 9, 2018 Meeting**

Re: Proposed gift of moose sculpture

Background

- Mark Heydlauff, City Manager, has forwarded to the planning commission a request to review the offer of a donation of a sculpture to the city.
- The sculpture, being offered by Claudia and Weldon Baird, is of a life-sized moose (see attached photos).
- The Bairds feel that the moose would make a beautiful addition to East Park.
- The city has a Donation Acceptance Policy (attached).
- According to Section V of the Policy, "the City Council shall have the full and final authority to approve or deny all gift proposals... The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to City Council."
- The Planning Commission is being asked to review the offer of the moose sculpture and to make a recommendation to City Council.
- In order to gain an understanding of what the future goals for East Park may be, I contacted Kent Knorr, Recreation Director, and asked him for input. (His email response is attached.)

Process

The Planning Commission should evaluate if this offer fits into the city's guidelines for gifts and report their findings to the City Council.

Review Guidelines

There are nine criteria outlined in the Donation Acceptance Policy for considering gifts to the city.

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the Community has an interest in ensuring that all elements remain in good repair. In addition, the Community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials be readily available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.
3. Requirement of Consistency with Current and Future Use- i.e. does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare

7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.
 - a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
 - b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.
 - c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.
8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.

9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings, the City Council shall hold a Public Hearing for such purpose to invite comment from the community with respect to impact on viewsheds, safety concerns, potential for noise generation, and compatibility with the aesthetic features of the park.



Kent Knorr <kentk@charlevoixmi.gov>
To: kathy.egan@networksnorthwest.org

Wed, Jun 27, 2018 at 4:51 PM

Kathy-

I have looked at the City of Charlevoix Recreation Master Plan. The current plan, which was adopted in 2017, does not call for the display of public art in East Park or any other location. I understand and appreciate the desire to add art to our parks in Charlevoix. However, my hope is that we would create a systematic approach before doing so.

I believe, should we seek out displays of public art, that it is essential for the City to develop selection criteria and process. This is by no means a complete list of items for consideration, but before we place any public art I think we should further study:

- Suitable locations for future art projects
- A selection process which would include artistic quality, aesthetic sensibility and technical excellence.
- A selection team made up of community partners
- A specified time frame for display
- A plan for maintenance, upkeep, or repair of any public art

My hope is that we not accept art pieces until we have time to study this further and develop a policy for accepting donated pieces of art or for commissioned pieces of art.

Kent

Kent J. Knorr
Recreation Director

210 State Street
Charlevoix, Mi 49720
(231)-547-7183

charlevoixmi.gov

City of Charlevoix

Donation Acceptance Policy

I. Introduction/Purpose

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate. With the increased presence of the Charlevoix County Community Foundation, future success may be promoted through collaboration with that organization, and City officials are therefore encouraged to maintain appropriate liaisons for such reasons.

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy.

II. Guidelines

A. Gifts intended to either become incorporated into City parks as well as gifts of equipment, vehicles, boats or facilities intended to supplement those of the City often involve considerations of aesthetics, costs, and compatibility whose features shall be evaluated using the following criteria:

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the Community has an interest in ensuring that all elements remain in good repair. In addition, the Community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials be readily

available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.

3. Requirement of Consistency with Current and Future Use- i.e. does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.
 - a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
 - b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.
 - c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.
8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.
9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings,

the City Council shall hold a Public Hearing for such purpose to invite comment from the community with respect to impact on viewsheds, safety concerns, potential for noise generation, and compatibility with the aesthetic features of the park.

- B. Gifts made for programs, sponsorships, renovations, and projects of like nature may also benefit the City either directly or indirectly. However, in addition to considerations of timeliness, cost and suitability, there may also involve concerns related to the method of conveyance and adequacy of funding. The criteria outlined above (A. 1-9) shall then be applicable where appropriate. In general, categories of acceptable gifts are:

- ❖ Cash (and cash equivalents-checks, CDs, savings accounts)
- ❖ Marketable securities (publicly traded stocks, bonds, U.S. government securities)
- ❖ Tangible personal property
- ❖ Life insurance
- ❖ Real estate
- ❖ IRA rollovers
- ❖ Charitable Gift Annuities
- ❖ Charitable Remainder Trusts
- ❖ Charitable Annuity Trusts
- ❖ Charitable Lead Trusts
- ❖ Bequests

Council shall exercise caution as to gifts including conditions and carrying costs, and at all times shall ensure itself that the funds provided are sufficient to carry out the intention of the gift and that its purpose is a salutary one.

- C. These guidelines shall not be applicable to programs sponsored or approved by the City existing as of the date of this policy.

III. Installation

If the gift, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall take place through a contract between the City and a licensed contractor. The contract shall be drafted by the City and the terms and conditions of the contract shall be approved by municipal legal counsel. In certain instances, a performance bond may be required, costs of which shall be borne by the donor and considered as an additional expense under II A. 7. The installation shall be completed by a licensed contractor. The licensed contractor will assume all responsibility for construction or placement of the gift and shall hold the City harmless for any damages to City property or buildings resulting from the construction or placement of the gift to the extent authorized by law (note: MCL 691.991 may be applicable). If installation involves City Staff, the City may require reimbursement for personnel and equipment costs associated with installation. The installation will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance

activities and in a manner that minimizes impacts to the Community. City Staff shall oversee the installation process to ensure compliance with the proposal.

IV. Removal and/or Relocation

The City reserves the right to restore, relocate, remove or relinquish donations. This decision shall be made based upon the best interests of the City. This section applies to both existing and new donations.

V. Procedures for Making and Accepting Gifts

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process, though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives shall contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting shall assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, proposed location, and yearly maintenance and operational costs for review and processing. The written proposal, including a Staff report, will be sent to City Council for its decision.

Because promptness is likely to be important to both the prospective donor and the City, each party shall be considerate in this regard at each stage of its dealings with one another.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Assessor & GIS Coordinator Job Description

DATE: July 16, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

At the end of August, our current contract for assessing services will end. I am proposing we shift from the model of a very part-time contractual assessor to an assessor who is employed by the City and who performs other functions, namely to coordinate and track our GIS system. This model will improve customer service for assessing questions and also reduce our need for contractual services to perform GIS services. Additionally, I expect we can improve the data availability to the public by enhancing our outward GIS delivery (better parcel maps, utility and assessment information, and more). Depending on the "catch-up" field work that is needed, we may occasionally engage an external assessing service to handle specific appraisal projects going forward. With the growth and changes in the real estate market in the past five years, it is important we stay abreast of changes.

Recent proposals for this service would have us pay roughly \$60,000 per year for, at most, one day per week of service if shared with other municipalities. I believe we can retain a full-time staff member for roughly \$65,000 (plus benefits) and have more regular service for the public, faster responses to inquiries, and accomplish more work while reducing contractor costs in the utilities.

Pursuant to the Charter, the City Council must vote to appoint the Assessor. Should we proceed with this, I will post the position and run it as a normal hiring process and then bring the recommended candidate to Council for approval. It would be my hope to complete this within 30 days.

RECOMMENDATION:

Motion to approve the Assessor and GIS Coordinator Job Description as presented.

ATTACHMENTS:

- ▣ Proposed Assessor and GIS Coordinator Job Description

CITY OF CHARLEVOIX

Title: Assessor and GIS Coordinator

FLSA: Exempt
STATUS: Full-Time, Non-Union
Appointed Position

Department: City Manager's Office

Reports To: City Manager

Date: July 16, 2018

Position Purpose

Performs city property assessment services in full compliance with Michigan law and helps build and maintain the City's GIS database.

Scope

In accordance with the City Charter, the incumbent is appointed by the City Council but reports organizationally to the City Manager. The Assessor appraises residential, commercial, industrial, and developmental properties to determine true cash value and property assessments. Performs field inspections, analyzes sales and financial data, applies quantitative methodologies and develops assessment finding and reports. Maintains assessing records and responds to property-related inquiries. As GIS Coordinator, incumbent will oversee data, data collection, and use for internal and external purposes.

Essential Job Functions (Assessor)

- Plan, supervise, and participate in the appraisal, re-appraisal, and assessment of all real and personal property.
- Perform on-site inspections in compliance with Michigan law and to properly account for changes in property characteristics and building permit activity.
- Prepare and maintain summer and winter assessment rolls, including ad valorem, specific tax rolls (IFTs, OPRA's, PILOTs, TIFs, DDA, etc.), and special assessments in order to ensure compliance with State law and the City Charter.
- In consultation with City staff, perform land division and combinations as necessary, complying with the State's Land Division Act and County/City procedures for land divisions.
- Analyze property sales of all property classes to determine property values and appropriate assessment adjustments, including vacant land values.
- Process all forms required including but not limited to: Principal Residence Exemptions (PREs) and rescissions; Property Transfer Affidavits; Poverty Exemptions; Veterans Exemptions; Personal Property Statements; and Transfer Deeds.
- File all necessary State and County reports pertaining to the Assessment and Tax Rolls annually.
- Complete Apex land and building footprint sketches for all real properties.
- Maintain accurate ownership and address information and process address change requests in a timely fashion.
- Act as the liaison in communicating with the public, media, and other governmental agencies on assessing issues.
- Provide assessment information to the public; send out printed assessment notices to all property owner in accordance with State laws.
- Represent the City and coordinate with the City Attorney in defense of existing and future assessment appeals to the Board of Review, the Small Claims division of the Michigan Tax Tribunal, and the full Michigan Tax Tribunal.
- Prepare changes to the roll based on decisions of the Board of Review and/or Michigan Tax Tribunal.
- Coordinate with Charlevoix County Equalization Department office to facilitate the digital and manual transfer of data and values.
- Communicate openly and in a timely fashion with City staff and the public in handling appeals to ensure the Board of Review has all available information to render their decisions. Update market values for land and buildings owned by the City.

- Perform all other duties incidental to the normal duties of an Assessor.
- Assist with the AMAR and advise the City Manager of standard and recommended actions to ensure the City remains in full compliance with the State Tax Commission.
- Conduct all actions in accordance with the Supervising Preparation of the Assessment Roll and any other guidance, statute, or best practice as now or in the future may be created.
- Keep the property record field cards up-to-date.
- Meet and respond promptly to inquiries from both City staff, residents, county equalization staff and other interested parties.

Essential Job Functions (GIS Coordinator)

- Digitize records, files, and other geographic information the City may now or in the future archive.
- Seek ways to promote public use of GIS data for tax, planning, and utility information.
- Work with staff to identify trends in data.
- Work with staff to update and maintain data in a variety of mapping applications.
- Lead efforts to let the public use place-based information to interact with City government.
- Maintain parcel and tax maps.
- Function as a resource for departments who implement data tracking procedures to improve quality control, public responsiveness, and other activities.
- Conduct field work and verifications as needed to update various data points.
- Lead IT and related projects and staff as directed.
- Ability to learn new and expanded functions.
- All other duties as assigned.

Qualifications

- Current certification to legally perform the duties of Assessor for the City of Charlevoix (including regulatory changes that may occur).
- Proficient in BS&A/Equalizer software.
- Proficient in ESRI applications and data collection protocols.
- Ability to transit walk on terrain that is uneven, slippery, or otherwise hazardous to conduct inspections or gather data.
- Strong written and oral communication skills, including interpersonal/public relations, presentation, facilitation, collaboration, and negotiation skills. Must be able to work effectively within the community and City management.
- Present a positive professional image in both dress and conduct while interfacing with City staff and the public.
- Computer proficiency including MS Office (Word, Excel, PowerPoint, and Outlook).
- Strong statistical and analytical skills required by detailed nature of work.
- Customer service/ citizen satisfaction orientation.
- Ability to multi-task and to meet important deadlines.
- High level of honesty and integrity required by position of trust.

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

City Council Approval: Pending Approval

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: July 16, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. MME Summer Workshop

I am excited next week to welcome colleagues of mine from around Michigan to Charlevoix for the Michigan Municipal Executives Summer Workshop. Altogether, there will be about 150 attending this annual workshop. I appreciate the support of the Chamber of Commerce, the Convention and Visitors Bureau, and Charlevoix Main Street for assisting.

B. South Pier Fix

As of now, the gaping hole on the south pier has nearly been fixed. It appears the Army Corps has some small repairs to finish this week before re-opening. They have advised that it will be ready for the weekend.

C. Swim Area Signage

Most of the signage regarding safe-swimming practices has been installed. The life rings that will be attached have been delayed but they are in transit to us and will be installed upon arrival. The swimming pier at Ferry Beach was opened on Wednesday afternoon. Because of boat traffic during Aquapolooza on Saturday, July 21, access will be restricted during the day.

ATTACHMENTS:

- ▣ Planning Commission Minutes June 2018

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, June 11, 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:	Toni Felter, Brian Gelb, Dennis Halverson, Jennifer Muladore, Philip Parr, RJ Waddell
Members Absent:	Nelson Fletcher, Rick Golding
Staff Present:	Mark Heydlauff, City Manager

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Chair Chamberlain stated that he was adding under New Business, Item G-5, Presentation by Judy Clock and Mary Eveleigh on the *Citizen Planner Advanced Academy* meeting held in Okemos, and election of a new Vice Chair under New Business, Item G-1.

Motion by Member Halverson, second by Member Waddell to approve the agenda as revised. Motion passed by unanimous voice vote.

E. Approval of the May 14, 2018 Minutes

Chair Chamberlain recalled that the tape recorder wasn't working during the May 14th Commission meeting. The Commission proceeded to fill in the missing motions from the May 14th minutes:

- Approval of agenda – motion by Member Felter, second by Member Halverson
- Approval of February 12, 2018 Minutes – motion by Member Waddell, second by Member Eveleigh
- Meeting adjournment – motion by Member Halverson, second by Member Felter.

Motion by Member Waddell, second by Member Halverson to approve the minutes of May 14, 2018 as amended. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Introduce New Planning Commission Members

New Members Philip Parr and Jennifer Muladore shared their backgrounds. Chair Chamberlain expressed his appreciation to Judy Clock and Mary Eveleigh for their dedicated service on the Commission and their commitment to the City.

Motion by Member Felter, second by Member Halverson to nominate R.J. Waddell as Vice Chair. Motion passed by unanimous voice vote.

2. Public Participation Plan

City Manager Heydlauff stated that the Public Participation Plan was part of the City's ongoing process to be a Redevelopment Ready Certified Community, and the intent is to update the Plan once the new website goes live with some of the additional communication tools that they expect to have in place.

3. Remote Attendance Policy

City Manager Heydlauff stated that the Remote Attendance Policy was drafted by the City Attorney to allow remote attendance for advisory boards and committees. He stated that under this policy a member could participate in the meeting by phone so long as there was a physical quorum present. A member wishing to participate remotely would need to advise the Chairperson 24 hours in advance, and a roll call vote would be required for all votes during the meeting.

4. Update Bylaws

Chair Chamberlain stated that the Bylaws needed to be amended to allow the Remote Attendance Policy. City Manager Heydlauff felt this was unnecessary. Chair Chamberlain recalled a suggested revision to Sections 5.3 and 5.5 of the Bylaws.

Motion by Member Parr, second by Member Halverson to amend the Bylaws based on the amendments presented to Sections 5.3 and 5.5. Motion passed by unanimous roll call vote.

5. Presentation by Past Members Judy Clock and Mary Eveleigh on the *Citizen Planner Advanced Academy*

Mrs. Clock reviewed specifics of presentations she had attended relative to solar energy and stated that the City's ordinances do not address solar energy. Without such ordinances it would take months for such a project to be permitted.

Mrs. Clock stated that currently the City's ordinances regulate the growing and distribution of cannabis but opts out of having dispensaries in the City. She stated that the State was putting together regulations for all phases of medical marijuana. Mrs. Clock stated that the City currently lacks an ordinance dealing with the production of pharmaceutical forms of marijuana.

Mrs. Clock stated that one key point was the necessity of avoiding the perception of conflicts of interest. Mrs. Eveleigh presented a review of particular court cases pertaining to Planning.

H. Old Business

1. Long Term Housing Discussion (continued)

Chair Chamberlain stated that there were two issues regarding housing: one that deals with safety of the long-term renter and another regarding different types of multi-family structures in the various zoning districts. He also addressed the need for workforce housing, looking into what the Charlevoix Housing Commission was going to do with the remainder of its property south of Pine River Place, allowing boarding and rooming houses in the commercial, mixed zone or C-1 zoning district rather than residential districts, and the possibility of a "road trip" for the Commission members to view the different types of housing in September or October. Member Parr suggested the need for an inventory of available properties throughout the City with a view toward what could possibly be utilized for workforce housing.

Member Waddell recalled that during the public hearings on the short-term rentals several citizens questioned why they weren't doing anything about long-term rentals. City Manager Heydlauff stated that Council would like to create an atmosphere where a variety of housing types are more easily accomplished and Council was supportive of creating more workforce housing. City Manager Heydlauff suggested that the Commission study the issue further to determine what is appropriate for the community.

I. Staff Updates

City Manager Heydlauff stated that they were using goats as a method of eliminating invasive plant species in Lake Michigan Beach Park.

City Manager Heydlauff stated the Sheriff's Department is coordinating with law enforcement agencies in Charlevoix County along with the EMS staff to conduct active shooter drills within the old school building using paint balls.

Member Waddell stated that a draft of the letters going to homeowners about short-term rentals would be provided to the Commission. City Manager Heydlauff stated that they were planning to use the tax bills to distribute the information in June.

City Manager Heydlauff advised the Commission of the Council's approval of the Peppervine Project on Division Street that will include 21 new home sites and the developer expected groundbreaking on the first home within the next week or two.

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

Chair Chamberlain stated that he will coordinate with Kathy Egan on the research needed on the long-term rental and other housing types as discussed previously in the meeting.

K. Adjournment by 8:00 p.m. Unless Extended by Motion

Motion by Member Parr, second by Member Muladore to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:12 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair