



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, December 17, 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 - December 3, 2018
 - B. Accounts Payable and Payroll Check Registers
 - C. Retirement Fund Contribution for FY 2019- \$180,000
 - D. Bridge Park Building HVAC Upgrades for \$41,300
 - E. MDC Contracting Invoice Payment of \$11,001.16
 - F. Leaf Vacuum Purchase for \$81,276.76
 - G. Employee Handbook Revision December 17, 2018
 - H. Lake Michigan Beach Concession Agreement Approval
 - I. Charlevoix Public Schools Sewer Maintenance Agreement Renewal
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Set Public Hearing for Recreational Marijuana Opt-out
Mark L. Heydlauff, City Manager
- 7. All Other Actions and Requests**
 - A. Bike Trail Improvement Resolution
Mark L. Heydlauff, City Manager
 - B. Kayak Launch
Kent Knorr, Recreation Director
 - C. Public Service Facility Design Contract Amendment
Mark L. Heydlauff, City Manager
 - D. Mayoral and Council Appointments
Joyce M. Golding, City Clerk

8. Reports and Communications

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

9. Other Council Business

10. Adjourn

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

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - December 3, 2018

DATE: December 17, 2018

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
DRAFT REGULAR CITY COUNCIL MEETING MINUTES
Monday, December 3, 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, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Shane Cole
City Manager: Mark L. Heydlauff
City Attorney: Scott Howard
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

The Mayor disclosed he had a business at the Airport but this was not a conflict with Item 7.B.

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 – November 19, 2018
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – November 16, 2018
 - b. Special Accounts Payable Check Register – November 26, 2018
 - c. Regular Accounts Payable Check Register – December 4, 2018
 - d. ACH Payments – November 19, 2018 to November 30, 2018
 - e. Payroll Check Register – November 30, 2018
 - f. Payroll Transmittal – November 30, 2018
 - g. Tax Disbursement – December 4, 2018
- C. 2018 Bridge Drop Fireworks Approval – Issue permit and sign Hold Harmless Agreement
- D. Schedule Work Session for January 7, 2019 at 4:00 p.m. – Budget work session
- E. Club House Intern & Utilities Billing Clerk Job Descriptions – Approve job descriptions

Motion by Hagen, second by Oleksy, to approve the Consent Agenda.

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

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Asset Management Plans

City Manager Heydlauff recalled that on November 19, Council held a Work Session with engineers from Prein&Newhof to better understand the work of our recently concluded SAW Grant and infrastructure upgrades. He explained that the details of future proposed projects and the work necessary to maintain our system are outlined in Asset Management Plans. This is directly tied to one of Council's goals and Staff recommended that Council approve these plans for use in future Capital Improvement Plans.

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

Motion by Kalbfell, second by Hagen, to accept and place on file the Asset Management Plans for the water, wastewater, and storm sewer systems.

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

B. Airplane De-icing Pilot Program

Airport Manager Wyman stated that a frequent summer customer of the Airport proposed purchasing a de-icing unit for Staff to use on his aircraft. Staff would use the customer's de-icing unit and charge the customer a fee for employee time. The pilot de-icing program would allow the Airport to determine its ability to offer a de-icing service to all aircraft in the future.

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

Motion by Kalbfell, second by Hagen, to approve the De-Icing Service Agreement.

Yeas: Bryan, Oleksy, Kalbfell, Hagen, Perron

Nays: None

Absent: Cole

C. Mayoral and Council Appointments

Bob Timms requested re-appointment to the Board of Review. This is a Council appointment for a three year term. Ken Polakowski requested re-appointment to the Shade Tree Commission. This is a Mayoral appointment with Council approval for a three year term. No other applications were received.

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

Motion by Hagen, second by Kalbfell, to re-appoint Bob Timms to the Board of Review, term expiring December 31, 2021.

Yeas: Bryan, Oleksy, Kalbfell, Hagen, Perron

Nays: None

Absent: Cole

Motion by Perron, second by Kalbfell, to re-appoint Ken Polakowski to the Shade Tree Commission, term expiring December 31, 2021.

Yeas: Bryan, Oleksy, Kalbfell, Hagen, Perron

Nays: None

Absent: Cole

D. Recreational Marijuana

Attorney Howard stated that on December 6, the Michigan Regulation and Taxation of Marihuana Act (MRTMA) goes into effect. From that date forward, the consumption, possession and transport of a certain amount of marijuana and marijuana product is legal under Michigan law. He explained the nuances of the new law and answered several questions from Council. Attorney Howard recommended that Council choose whether and/or how to regulate commercial establishments for marijuana contemplated under the Act. After much discussion, Council consented to take a conservative approach at this time by "opting out" of selling recreational marijuana in the City. This decision would allow more time to study other municipalities who have "opted in" to discover unforeseen challenges, if any.

Mayor Kurtz opened the item to public comment.

- Lynn Carson, East Jordan Planning Commission Chair, questioned the voting results in the City (1st Ward – no, 2nd Ward – yes, 3rd Ward – yes). She stated that East Jordan was in the process of "opting out" at this time.

The item was closed to the public.

Motion by Kalbfell, second by Bryan, to have the City Attorney and City Manager draft language for an ordinance to opt-out at this time.

Yeas: Bryan, Oleksy, Kalbfell, Hagen, Perron

Nays: None

Absent: Cole

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- Council should see a proposal for accessible kayak launches at their next meeting.
- The City was awarded eCities 2018 Top Performing Entrepreneurial Community by the UM Dearborn College of Business.

C. Mayor & Council Comments

- Hagen questioned whether Council would be agreeable to explore amending the City Charter to change term lengths from two years to four as a cost savings measure in addition to creating more continuity on Council. They agreed to revisit this topic (as well as other potential Charter changes) at a future meeting.
- Oleksy expressed safety concerns with the two new pedestrian islands on US-31 near the golf course.
 - Jodi Laurent commented that the new center lane is not being cleared of snow which presents a safety issue.
- The Mayor questioned Attorney Howard regarding the failed Solid Waste request for proposal. The City Attorney is in contact with American Waste to better define their objection to the request for proposal.

9. Other Council Business

The Mayor discussed a new multi-use path connecting area trails that was proposed by the Charlevoix Trail Ambassadors and falls in line with one of Council's goals. He asked Council to pass a resolution of support.

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

Motion by Hagen, second by Oleksy, to prepare a resolution showing our support for the trail as laid out in the pamphlet [proposed by the Charlevoix Trail Ambassadors.]

Yeas: Bryan, Oleksy, Kalbfell, Hagen, Perron

Nays: None

Absent: Cole

10. Adjourn

The Mayor adjourned the meeting at 7:14 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 11/16/2018			
AT&T	3,965.80	PRIORITY HEALTH	41,792.33
CHARLEVOIX TOWNSHIP	15.00	STANDARD INSURANCE CO	2,196.06
CHARTER COMMUNICATIONS	1,833.62	STATE OF MICHIGAN	1,338.05
DELTA DENTAL	3,663.15	VISION SERVICE PLAN	552.45
HOLIDAY COMPANIES	15,010.51		
METLIFE SMALL BUSINESS CENTER	569.38	TOTAL	70,936.35
Special Accounts Payable – 11/26/2018			
AT&T MOBILITY	91.18	VERIZON WIRELESS	56.72
CHARLEVOIX STATE BANK	6,656.17		
GREAT LAKES ENERGY	230.22	TOTAL	7,034.29
Regular Accounts Payable – 12/04/2018			
AARTVARK STUDIO	318.18	LAVENDER, JOSEPH E.	50.00
AIRGAS USA LLC	70.51	LEITNER, RYAN	66.14
ALL-PHASE ELECTRIC SUPPLY CO.	428.41	MACDONALD GARBER	499.00
ALTEC INDUSTRIES INC	240.00	MATELSKI, KRISTEN	66.00
ANZELL, BETH	50.00	MAYER, SHELLEY L.	50.00
BLAKE, CARLTON	56.00	McGINN, KELLY A.	50.00
CAMPBELL, JOHN	176.00	MCGOUGH'S INC	2,543.10
CHARLEVOIX MONTESSORI ACADEMY	149.31	MCMULLEN, DONALD R.	652.97
CINTAS CORPORATION	113.02	MICHIGAN FARMERS MARKET ASSOC	300.00
CINTAS CORPORATION #729	84.12	MILLER, WILLIAM S.	50.00
CLEARVIEW	1,385.00	MUNSON HEALTHCARE CVX HOSPITAL	395.06
COOK FAMILY FARMS	350.00	MUTT MITT	219.94
CRYSTAL FLASH ENERGY	1,133.71	NORTH SEAS GALLERY	184.67
DeROSIA, PATRICIA E.	50.00	NORTHERN MICHIGAN REVIEW INC.	1,899.30
DOAN, GERARD P.	50.00	NORTHERN SAFETY CO INC	44.44
DORAN, JUSTIN J.	75.00	ORBAN, BARBARA K.	355.94
DOTSON, LINDSEY J.	50.00	O'REILLY AUTOMOTIVE INC	39.97
ELLIOTT, PATRICK M.	50.00	PERSONAL GRAPHICS	153.52
ELLSWORTH FARMER'S EXCHANGE	143.00	PHYSICIAN'S CLINIC OF CHARLEVOIX	116.00
ELMER'S CRANE & DOZER INC.	59,069.22	POSTMASTER	183.94
FAMILY FARM & HOME	1,164.72	POWER LINE SUPPLY	931.72
GOLDING, JOYCE M.	50.00	PREIN & NEWHOF	8,961.00
GRAINGER	64.60	PRODUCTIVITY PLUS ACCOUNT	871.35
GRAND TRAVERSE GARAGE DOOR	880.72	PTM DOCUMENT SYSTEMS	114.85
GRUBER, DAVID	2.84	QUICK CARE MEDICAL CENTER	160.00
HACH COMPANY	1,357.74	RAECKE, MICHAEL	19.00
HANKINS, SCOTT A.	50.00	RS&H MICHIGAN INC	13,220.00
HEID, THOMAS J.	50.00	SILVA, JESSE L.A.	50.00
HEYDLAUFF, MARK L.	50.00	SUMMIT COMPANIES	354.95
HOLIDAY LIGHTING SERVICES INC.	3,284.00	SWEM, DONALD L.	50.00
INDEPENDENT DRAFTING SERVICES	1,672.00	TERMINAL SUPPLY CO	118.21
JOB, BOB	305.00	TRUMBLE, DARRELL	75.00
KIWANIS CLUB OF CHARLEVOIX	40.00	UNIFIRST CORPORATION	452.14
KLOOSTER, ALIDA K.	50.00	VILLAGE GRAPHICS INC.	464.26
KLOOSTER, PATRICK H.	50.00	WATERTRONICS LLC	36.93
KNORR, KENT J.	252.57	WURST, RANDALL W.	50.00
KSS ENTERPRISES	150.65	WYMAN, MATTHEW A.	50.00
LAKESHORE TIRE & AUTO SERVICE	214.99		
LASER PRINTER TECHNOLOGIES	499.00	TOTAL	108,129.71
ACH Payments – 11/19/2018 to 11/30/2018			
MI PUBLIC POWER AGENCY	9,622.89	IRS (PAYROLL TAX DEPOSIT)	39,471.88
MI PUBLIC POWER AGENCY	229,534.60	ALERUS FINANCIAL (HCSP)	400.00
MI PUBLIC POWER AGENCY	3,538.36	STATE OF MI (WITHHOLDING TAX)	5,839.47

VANTAGEPOINT (401 ICMA PLAN)	802.64	MERS (DEFINED BENEFIT PLAN)	63,251.49
VANTAGEPOINT (457 ICMA PLAN)	20,249.91		
VANTAGEPOINT (ROTH IRA)	936.53	TOTAL	373,647.77

Payroll Net Pay – Pay Period Ending 11/24/2018 (Paid 11/30/2018)

HEYDLAUFF, MARK L.	2,511.47	NEDWICK, DAVID J.	90.50
GOLDING, JOYCE M.	1,761.59	FREY, DYLAN V.	270.39
DEROSIA, PATRICIA E.	846.89	HART III, DELBERT W.	72.24
DOTSON, LINDSEY J.	1,348.99	MCGHEE, ROBERT R.	787.94
LOY, EVELYN R.	1,091.21	MUMICH, BARRY J.	72.24
KLOOSTER, ALIDA K.	1,647.67	CRANDELL, ZACKARY R.	79.42
GOLOVICH, KAREN J.	993.39	ZIPP, BRANDON M.	216.01
SPENCLEY, PATRICIA L.	1,333.36	KNORR, KENT J.	1,866.41
MCGINN, KELLY A.	1,386.75	ANZELL, BETH A.	963.02
LAVENDER, JOSEPH E.	1,722.03	BOSS, BEAU J.	1,111.10
DOAN, GERARD P.	2,047.46	HEID, THOMAS J.	1,315.39
SCHLAPPI, JAMES L.	1,430.19	WYMAN, MATTHEW A.	1,492.95
UMULIS, MATTHEW T.	1,317.81	MILLER, WILLIAM S.	1,107.75
HANKINS, SCOTT A.	1,571.62	DOUGLAS, MARK	1,196.64
ORBAN, BARBARA K.	1,752.34	PRIOR, ERIN C.	1,015.91
WILLIAMS, ASHLEY M.	1,577.40	CERTA, BRIAN	554.26
FLICKEMA, ANDREW M.	1,773.63	MCMULLEN, DONALD R.	1,466.58
RILEY, DENISE M.	454.97	SILVA, JESSE L.A.	1,963.16
MATELSKI, KRISTEN L.	1,360.73	TRAVERS, MANUEL J.	1,869.80
WURST, RANDALL W.	1,099.13	STEVENS, JEFFREY W.	360.77
MAYER, SHELLEY L.	1,748.49	RILEY, CASEY W.	1,029.88
HILLING, NICHOLAS A.	1,635.07	JONES, LARRY M.	1,105.24
MEIER III, CHARLES A.	1,313.91	WILLSON, BRENDA R.	1,038.74
ZACHARIAS, STEVEN B.	1,776.99	BEAN, PETER J.	1,813.87
NEWMAN, MARK J.	1,300.78	RILEY, REBECCA J.	845.33
SWEM, DONALD L.	1,973.85	ERWIN, RACHELLE L.	152.89
EATON, BRAD A.	1,904.96	SEHL, JENNA R.	91.77
WILSON, TIMOTHY J.	2,355.99	RILEY, DANIEL A.	753.06
LAVOIE, RICHARD L.	1,653.08	WHEELER, MICHAEL W.	2,325.31
STEVENS, BRANDON C.	2,314.91	SNYDER, CORY G.	600.29
DRAVES, MARTIN J.	2,063.34	PEARSALL, KRISTA M.	945.59
ANDERSON, ELIZABETH A.	1,246.48	DRAKE, WILLIAM F.	1,623.50
KENWABIKISE, DAVID L.	1,142.61	JOHNSON, MELISSA A.	1,963.80
ELLIOTT, PATRICK M.	2,225.84	AZZOPARDI, ANTHONY J.	1,030.91
SCHWARTZFISHER, JOSEPH L.	1,441.84	DEKORNE, ELIZABETH A.	170.43
BRADLEY, KELLY R.	1,264.12	VOUSBOUKIS, AUTUMN M.	225.69
HART II, DELBERT W.	1,498.98	MCRANEY, RUSSELL R.	149.76
JONES, ROBERT F.	2,117.12	BELMONTE, ANTONIO F.	135.19
DORAN, JUSTIN J.	1,240.59	WHITLEY, ANDREW T.	2,039.72
FARRELL, MITCHELL L.	1,664.99	MORRISON, KEVIN P.	1,525.51
THORP JR, WILLIAM D.	1,462.02	BOSS JR, DALE E.	1,490.86
LEITNER, RYAN S.	1,738.20	HOLM, ARTHUR R.	1,149.66
MANKER JR, DAVID W.	169.67	GILL, DAVID R.	591.12
MANKER SR, DAVID W.	344.34		
BECKER, MICHAEL S.	317.95	TOTAL	107,615.35

Payroll Transmittal – 11/30/2018

4FRONT CREDIT UNION	661.07	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	148.82	COMMUNICATION WORKERS OF AMER	584.25
AMERICAN FAMILY LIFE	525.04	MI STATE DISBURSEMENT UNIT	1,002.09
CHAR EM UNITED WAY	52.00	PRIORITY HEALTH	1,565.97
CHARLEVOIX STATE BANK	1,028.00	TOTAL	5,717.24

Tax Disbursement – 12/04/2018

CHARLEVOIX COUNTY TREASURER	1,934.87	CHARLEVOIX PUBLIC SCHOOLS	92.55
CHARLEVOIX PUBLIC SCHOOLS	3,332.82	CITY OF CHARLEVOIX - TAXES DUE	2,391.82
CHARLEVOIX PUBLIC SCHOOLS	374.00		
CHARLEVOIX PUBLIC SCHOOLS	23.12	TOTAL	8,149.18

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: December 17, 2018

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/08/2018	12/14/2018	125533	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	721.07
12/08/2018	12/14/2018	125534	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	3,550.00
12/08/2018	12/14/2018	125535	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	148.82
12/08/2018	12/14/2018	125535	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	525.04
12/08/2018	12/14/2018	125536	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
12/08/2018	12/14/2018	125537	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 12/8/2	52.00
12/08/2018	12/14/2018	125538	CHARLEVOIX STATE BAN	9016	Lump Sum Employer Contribution	2,618.00
12/08/2018	12/14/2018	125539	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,061.00
12/08/2018	12/14/2018	125540	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
12/08/2018	12/14/2018	125541	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	584.25
12/08/2018	12/14/2018	125542	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	627.59
12/08/2018	12/14/2018	125543	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 1	201.00
12/08/2018	12/14/2018	125544	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,565.97
Grand Totals:		13				11,824.74



Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

12/14/18 Payroll Transmittal Checks	\$ 11,824.74
12/14/18 Payroll (net pay)	\$ 115,122.86
12/18/18 Regular Accounts Payable	\$ 306,548.94

Checks Sub-Total: \$ 433,496.54

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

11/30/18 Neofunds by Neopost (postage)	\$ 5,000.00
12/03/18 MI Public Power Agency	\$ 3,973.72
12/04/18 Payment Service Network	\$ 242.90
12/10/18 MI Public Power Agency	\$ 9,556.22
12/11/18 State of MI (Sales Tax)	\$ 16,983.94
12/13/18 DTE Energy	\$ 5,585.30
12/14/18 IRS (Payroll Tax Deposit)	\$ 39,619.81
12/14/18 Alerus Financial (HCSP)	\$ 400.00
12/14/18 State of MI (Withholding Tax)	\$ 6,058.87
12/14/18 Vantagepoint (401 ICMA Plan)	\$ 802.64
12/14/18 Vantagepoint (457 ICMA Plan)	\$ 18,915.72
12/14/18 Vantagepoint (Roth IRA)	\$ 936.53

ACH Sub-Total: \$ 108,075.65

Huntington National Bank Total: \$ 541,572.19

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

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

Grand Total: \$ 541,572.19

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/08/2018	PC	12/14/2018	27231	HEYDLAUFF, MARK L.	102		2,854.15
12/08/2018	PC	12/14/2018	27232	GOLDING, JOYCE M.	106		2,177.85
12/08/2018	PC	12/14/2018	27233	DEROSIA, PATRICIA E.	107		1,254.98
12/08/2018	PC	12/14/2018	27234	DOTSON, LINDSEY J.	109		1,348.98
12/08/2018	PC	12/14/2018	27235	LOY, EVELYN R.	117		1,091.21
12/08/2018	PC	12/14/2018	27236	KLOOSTER, ALIDA K.	121		2,009.24
12/08/2018	PC	12/14/2018	27237	GOLOVICH, KAREN J.	122		993.39
12/08/2018	PC	12/14/2018	27238	SPENCLEY, PATRICIA L.	136		1,345.73
12/08/2018	PC	12/14/2018	27239	MILLER, FAITH G.	142		76.37
12/08/2018	PC	12/14/2018	27240	MCGINN, KELLY A.	146		1,803.02
12/08/2018	PC	12/14/2018	27241	LAVENDER, JOSEPH E.	153		1,722.03
12/08/2018	PC	12/14/2018	27242	DOAN, GERARD P.	201		2,047.46
12/08/2018	PC	12/14/2018	27243	SCHLAPPI, JAMES L.	204		1,007.49
12/08/2018	PC	12/14/2018	27244	UMULIS, MATTHEW T.	205		1,073.78
12/08/2018	PC	12/14/2018	27245	HANKINS, SCOTT A.	208		1,752.68
12/08/2018	PC	12/14/2018	27246	ORBAN, BARBARA K.	209		1,126.85
12/08/2018	PC	12/14/2018	27247	WILLIAMS, ASHLEY M.	210		1,203.13
12/08/2018	PC	12/14/2018	27248	FLICKEMA, ANDREW M.	211		1,820.08
12/08/2018	PC	12/14/2018	27249	RILEY, DENISE M.	213		459.34
12/08/2018	PC	12/14/2018	27250	MATELSKI, KRISTEN L.	230		1,297.64
12/08/2018	PC	12/14/2018	27251	WURST, RANDALL W.	411		1,354.50
12/08/2018	PC	12/14/2018	27252	MAYER, SHELLEY L.	412		1,663.94
12/08/2018	PC	12/14/2018	27253	HILLING, NICHOLAS A.	413		1,434.81
12/08/2018	PC	12/14/2018	27254	MEIER III, CHARLES A.	421		1,272.87
12/08/2018	PC	12/14/2018	27255	ZACHARIAS, STEVEN B.	422		1,229.93
12/08/2018	PC	12/14/2018	27256	NEWMAN, MARK J.	424		946.07
12/08/2018	PC	12/14/2018	27257	SWEM, DONALD L.	512		1,973.85
12/08/2018	PC	12/14/2018	27258	EATON, BRAD A.	515		1,911.97
12/08/2018	PC	12/14/2018	27259	WILSON, TIMOTHY J.	516		2,547.94
12/08/2018	PC	12/14/2018	27260	LAVOIE, RICHARD L.	519		1,752.94
12/08/2018	PC	12/14/2018	27261	STEVENS, BRANDON C.	521		2,207.72
12/08/2018	PC	12/14/2018	27262	DRAVES, MARTIN J.	523		1,945.04
12/08/2018	PC	12/14/2018	27263	ANDERSON, ELIZABETH	526		1,208.44
12/08/2018	PC	12/14/2018	27264	KENWABIKISE, DAVID L.	528		1,142.62
12/08/2018	PC	12/14/2018	27265	ELLIOTT, PATRICK M.	600		2,225.84
12/08/2018	PC	12/14/2018	27266	SCHWARTZFISHER, JOS	603		1,039.59
12/08/2018	PC	12/14/2018	27267	BRADLEY, KELLY R.	614		1,480.82
12/08/2018	PC	12/14/2018	27268	HART II, DELBERT W.	616		1,203.01
12/08/2018	PC	12/14/2018	27269	JONES, ROBERT F.	618		1,181.26
12/08/2018	PC	12/14/2018	27270	DORAN, JUSTIN J.	621		1,371.19
12/08/2018	PC	12/14/2018	27271	FARRELL, MITCHELL L.	622		1,749.24
12/08/2018	PC	12/14/2018	27272	THORP JR, WILLIAM D.	623		1,437.15
12/08/2018	PC	12/14/2018	27273	LEITNER, RYAN S.	624		1,265.73
12/08/2018	PC	12/14/2018	27274	MCGHEE, ROBERT R.	663		429.45
12/08/2018	PC	12/14/2018	27275	KNORR, KENT J.	700		1,866.41
12/08/2018	PC	12/14/2018	27276	ANZELL, BETH A.	702		955.41
12/08/2018	PC	12/14/2018	27277	BOSS, BEAU J.	788		1,111.10
12/08/2018	PC	12/14/2018	27278	HEID, THOMAS J	802		1,315.38
12/08/2018	PC	12/14/2018	27279	WYMAN, MATTHEW A.	927		1,492.95
12/08/2018	PC	12/14/2018	27280	MILLER, WILLIAM S.	933		1,524.02
12/08/2018	PC	12/14/2018	27281	DOUGLAS, MARK	935		885.38
12/08/2018	PC	12/14/2018	27282	PRIOR, ERIN C.	938		1,295.09
12/08/2018	PC	12/14/2018	27283	CERTA, BRIAN	939		455.84
12/08/2018	PC	12/14/2018	27284	MCMULLEN, DONALD R.	1000		2,011.27
12/08/2018	PC	12/14/2018	27285	SILVA, JESSE L.A.	1001		1,468.14
12/08/2018	PC	12/14/2018	27286	TRAVERS, MANUEL J.	1010		2,030.04
12/08/2018	PC	12/14/2018	27287	STEVENS, JEFFREY W.	1028		525.88

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/08/2018	PC	12/14/2018	27288	RILEY, CASEY W.	1052		618.19
12/08/2018	PC	12/14/2018	27289	JONES, LARRY M.	1057		1,294.66
12/08/2018	PC	12/14/2018	27290	WILLSON, BRENDA R.	1059		2,248.16
12/08/2018	PC	12/14/2018	27291	BEAN, PETER J.	1060		485.38
12/08/2018	PC	12/14/2018	27292	RILEY, REBECCA J.	1063		1,047.00
12/08/2018	PC	12/14/2018	27293	ERWIN, RACHELLE L.	1066		184.13
12/08/2018	PC	12/14/2018	27294	SEHL, JENNA R.	1101		467.87
12/08/2018	PC	12/14/2018	27295	RILEY, DANIEL A.	1102		854.84
12/08/2018	PC	12/14/2018	27296	WHEELER, MICHAEL W.	1103		1,912.18
12/08/2018	PC	12/14/2018	27297	SNYDER, CORY G.	1104		357.29
12/08/2018	PC	12/14/2018	27298	PEARSALL, KRISTA M.	1105		235.51
12/08/2018	PC	12/14/2018	27299	DRAKE, WILLIAM F.	1106		1,176.37
12/08/2018	PC	12/14/2018	27300	JOHNSON, MELISSA A.	1107		1,120.03
12/08/2018	PC	12/14/2018	27301	AZZOPARDI, ANTHONY J.	1108		1,248.69
12/08/2018	PC	12/14/2018	27302	DEKORNE, ELIZABETH A.	1109		605.80
12/08/2018	PC	12/14/2018	27303	VOUSBOUKIS, AUTUMN	1110		577.09
12/08/2018	PC	12/14/2018	27304	MCRANEY, RUSSELL R.	1111		96.90
12/08/2018	PC	12/14/2018	125471	HEYDLAUFF, MARK L.	102	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125472	GOLDING, JOYCE M.	106	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125473	DEROSIA, PATRICIA E.	107	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125474	DOTSON, LINDSEY J.	109	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125475	LOY, EVELYN R.	117	Longevity & Christmas Bonus	588.61
12/08/2018	PC	12/14/2018	125476	KLOOSTER, ALIDA K.	121	Longevity & Christmas Bonus	352.40
12/08/2018	PC	12/14/2018	125477	GOLOVICH, KAREN J.	122	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125478	SPENCLEY, PATRICIA L.	136	Longevity & Christmas Bonus	270.84
12/08/2018	PC	12/14/2018	125479	MCGINN, KELLY A.	146	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125480	LAVENDER, JOSEPH E.	153	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125481	DOAN, GERARD P.	201	Longevity & Christmas Bonus	691.72
12/08/2018	PC	12/14/2018	125482	SCHLAPPI, JAMES L.	204	Longevity & Christmas Bonus	468.44
12/08/2018	PC	12/14/2018	125483	UMULIS, MATTHEW T.	205	Longevity & Christmas Bonus	400.98
12/08/2018	PC	12/14/2018	125484	HANKINS, SCOTT A.	208	Longevity & Christmas Bonus	591.12
12/08/2018	PC	12/14/2018	125485	ORBAN, BARBARA K.	209	Longevity & Christmas Bonus	258.55
12/08/2018	PC	12/14/2018	125486	WILLIAMS, ASHLEY M.	210	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125487	FLICKEMA, ANDREW M.	211	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125488	RILEY, DENISE M.	213	Longevity & Christmas Bonus	248.53
12/08/2018	PC	12/14/2018	125489	MATELSKI, KRISTEN L.	230	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125490	WURST, RANDALL W.	411	Longevity & Christmas Bonus	520.78
12/08/2018	PC	12/14/2018	125491	MAYER, SHELLEY L.	412	Longevity & Christmas Bonus	492.47
12/08/2018	PC	12/14/2018	125492	HILLING, NICHOLAS A.	413	Longevity & Christmas Bonus	318.91
12/08/2018	PC	12/14/2018	125493	MEIER III, CHARLES A.	421	Longevity & Christmas Bonus	356.86
12/08/2018	PC	12/14/2018	125494	ZACHARIAS, STEVEN B.	422	Longevity & Christmas Bonus	243.38
12/08/2018	PC	12/14/2018	125495	NEWMAN, MARK J.	424	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125496	SWEM, DONALD L.	512	Longevity & Christmas Bonus	417.04
12/08/2018	PC	12/14/2018	125497	EATON, BRAD A.	515	Longevity & Christmas Bonus	312.24
12/08/2018	PC	12/14/2018	125498	WILSON, TIMOTHY J.	516	Longevity & Christmas Bonus	350.32
12/08/2018	PC	12/14/2018	125499	LAVOIE, RICHARD L.	519	Longevity & Christmas Bonus	265.09
12/08/2018	PC	12/14/2018	125500	STEVENS, BRANDON C.	521	Longevity & Christmas Bonus	265.09
12/08/2018	PC	12/14/2018	125501	WHITLEY, ANDREW T.	522	Longevity & Christmas Bonus	258.55
12/08/2018	PC	12/14/2018	125502	WHITLEY, ANDREW T.	522		1,872.87
12/08/2018	PC	12/14/2018	125503	DRAVES, MARTIN J.	523	Longevity & Christmas Bonus	243.38
12/08/2018	PC	12/14/2018	125504	ANDERSON, ELIZABETH	526	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125505	KENWABIKISE, DAVID L.	528	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125506	ELLIOTT, PATRICK M.	600	Longevity & Christmas Bonus	358.94
12/08/2018	PC	12/14/2018	125507	MORRISON, KEVIN P.	601	Longevity & Christmas Bonus	634.21
12/08/2018	PC	12/14/2018	125508	MORRISON, KEVIN P.	601		1,211.82
12/08/2018	PC	12/14/2018	125509	SCHWARTZFISHER, JOS	603	Longevity & Christmas Bonus	468.44
12/08/2018	PC	12/14/2018	125510	BRADLEY, KELLY R.	614	Longevity & Christmas Bonus	313.78

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/08/2018	PC	12/14/2018	125511	HART II, DELBERT W.	616	Christmas Bonus	68.10
12/08/2018	PC	12/14/2018	125512	JONES, ROBERT F.	618	Longevity & Christmas Bonus	343.78
12/08/2018	PC	12/14/2018	125513	DORAN, JUSTIN J.	621	Longevity & Christmas Bonus	258.55
12/08/2018	PC	12/14/2018	125514	FARRELL, MITCHELL L.	622	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125515	THORP JR, WILLIAM D.	623	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125516	LEITNER, RYAN S.	624	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125517	KNORR, KENT J.	700	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125518	BOSS JR, DALE E.	701		1,490.86
12/08/2018	PC	12/14/2018	125519	ANZELL, BETH A.	702	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125520	HOLM, ARTHUR R.	791		1,149.66
12/08/2018	PC	12/14/2018	125521	HEID, THOMAS J	802	Longevity & Christmas Bonus	505.33
12/08/2018	PC	12/14/2018	125522	LEESE, ALAN K.	835	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125523	GILL, DAVID R.	856	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125524	MASSON, DONALD J.	861	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125525	WYMAN, MATTHEW A.	927	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125526	MILLER, WILLIAM S.	933	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125527	DOUGLAS, MARK	935	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125528	PRIOR, ERIN C.	938	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125529	CERTA, BRIAN	939	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125530	MCMULLEN, DONALD R.	1000	Christmas Bonus	92.35
12/08/2018	PC	12/14/2018	125531	SILVA, JESSE L.A.	1001	Christmas Bonus	88.10
12/08/2018	PC	12/14/2018	125532	TRAVERS, MANUEL J.	1010	Christmas Bonus	88.10
Grand Totals:			136				115,122.86



Report Criteria:

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

Check Number	Payee	Amount
12/18/2018		
125545	ACE HARDWARE	2,044.76
125546	ALTEC INDUSTRIES INC	118.15
125547	AMERICAN WASTE INC.	3,173.20
125548	ARCADIA BENEFITS GROUP INC	25.00
125549	AT&T	580.98
125550	ATCHISON PAPER SUPPLY	135.50
125551	AUTO VALUE	1,001.34
125552	AVFUEL CORPORATION	32,231.31
125553	BARUZZINI GENERAL CONTRACTORS	1,770.00
125554	BASCOM, CHARLES	33.09
125555	BENNETT, STEVE	2.73
125556	BOB MATHERS FORD	121.20
125557	BRADFORD'S	20.50
125558	BRADY'S CARPET CLEANING	3,062.08
125559	CARQUEST OF CHARLEVOIX	1,111.11
125560	CENTRAL DRUG STORE	26.28
125561	CHARLEVOIX BRIDGE DROP	2,500.00
125562	CHARLEVOIX COUNTY TREASURER	311.53
125563	CHARLEVOIX TOWNSHIP	33,099.25
125564	CHARLEVOIX-EMMETT ISD	320.00
125565	CHARTER COMMUNICATIONS	1,032.61
125566	CINTAS CORPORATION	139.02
125567	CINTAS CORPORATION #729	42.06
125568	CITY OF CHARLEVOIX - UTILITIES	28,266.45
125569	DeROSIA, PATRICIA E.	162.86
125570	DROST LANDSCAPE INC.	12,377.50
125571	ECONO SIGNS LLC	144.90
125572	EJ USA INC.	148.29
125573	ELLSWORTH FARMER'S EXCHANGE	389.01
125574	EMERGENCY MEDICAL PRODUCTS IN	309.05
125575	ENERCO CORPORATION	700.00
125576	ETNA SUPPLY	9,260.00
125577	FARMER WHITE'S	4.00
125578	FASTENAL COMPANY	702.55
125579	FICHTNER, KRISTIE	118.01
125580	FOX CHARLEVOIX FORD	8,334.63
125581	FREEDOM MAILING SERVICES INC.	2,322.60
125582	GBS INC.	960.00
125583	GORDON FOOD SERVICE	26.97
125584	GRAHAM ELECTRIC CO	949.00
125585	GRAINGER	77.37
125586	GRAND TRAVERSE GARAGE DOOR	77.65
125587	GREEN GUARD	131.52
125588	GROUDIS, ROBERT	2.79
125589	HACH COMPANY	1,539.55
125590	HAGGARD'S INC	40.46
125591	HANKINS, SCOTT A.	76.00
125592	HEYDLAUFF, MARK L.	26.00

Check Number	Payee	Amount
125593	HYDRO CORP	530.00
125594	J & N CONSTRUCTION	9,590.00
125595	KENDALL ELECTRIC INC.	83.70
125596	KING, MAXINE	17.14
125597	LASER PRINTER TECHNOLOGIES	239.95
125598	LOTTIE'S BAGELS	16.00
125599	MATELSKI, KRISTEN	14.00
125600	MAYER, SHELLEY L.	54.17
125601	MCCARDEL CULLIGAN-PETOSKEY	50.00
125602	MCLAREN NORTHERN MICHIGAN	75.00
125603	MCVEIGH'S TRUCK SPRINGS INC.	5,054.68
125604	MICHIGAN CAT	155.57
125605	MICHIGAN ELECTRIC	17,143.00
125606	MICHIGAN OFFICEWAYS INC	812.66
125607	MUNSON HOME SERVICES	11.99
125608	NORTH CENTRAL MICHIGAN COLLEG	687.50
125609	NORTHERN MICHIGAN REVIEW INC.	1,517.00
125610	NORTHWEST KENT MECHANICAL CO	43,875.43
125611	OLESON'S FOOD STORES	3.38
125612	OLSON BZDOK & HOWARD	914.50
125613	ORBAN, BARBARA K.	28.00
125614	O'REILLY AUTOMOTIVE INC	12.83
125615	OTEC	1,650.25
125616	PARASTAR INC.	2,970.13
125617	PLUNKETT & COONEY	1,240.00
125618	POWER LINE SUPPLY	3,729.35
125619	PREIN & NEWHOF	45,053.19
125620	PRO WEB MARKETING LLC	20.00
125621	PURITY CYLINDER GASES INC	163.06
125622	RANGE TELECOMMUNICATIONS	130.00
125623	RECORD AUTOMATIC DOORS INC	3,037.10
125624	RESCO	1,075.00
125625	SIEGRIST, DAVID	6.00
125626	SOUTH POINT COLLISION INC	1,789.05
125627	ST. MARY SCHOOL	2,344.21
125628	T & R ELECTRIC	6,300.00
125629	TIMMS, ROBERT	250.00
125630	TRAVERS, MANUEL J.	75.00
125631	TREDROC TIRE SERVICES LLC	447.70
125632	TRUCK & TRAILER SPECIALTIES	2,067.23
125633	UNIFIRST CORPORATION	581.32
125634	UNITED STATES PLASTIC CORP.	425.02
125635	USA BLUE BOOK	511.34
125636	VILLAGE GRAPHICS INC.	255.50
125637	WILBERT BURIAL VAULT CO	394.24
125638	WILSON, TIMOTHY J.	52.00
125639	WINDER POLICE EQUIPMENT	515.60
125640	WORK & PLAY SHOP	531.29

Check Number	Payee	Amount
Total 12/18/2018:		306,548.94
Grand Totals:		306,548.94

Check Number	Payee	Amount
11/30/2018		
113018008	NEOFUNDS BY NEOPOST	5,000.00
Total 11/30/2018:		5,000.00
Grand Totals:		5,000.00

Check Number	Payee	Amount
12/03/2018		
120318001	MICHIGAN PUBLIC POWER AGENCY	3,973.72
Total 12/03/2018:		3,973.72
Grand Totals:		3,973.72

Check Number	Payee	Amount
12/04/2018		
120418001	PAYMENT SERVICE NETWORK INC.	242.90
Total 12/04/2018:		242.90
Grand Totals:		242.90

Check Number	Payee	Amount
12/10/2018		
121018001	MICHIGAN PUBLIC POWER AGENCY	9,556.22
Total 12/10/2018:		9,556.22
Grand Totals:		9,556.22

Check Number	Payee	Amount
12/11/2018		
121118001	STATE OF MICHIGAN	16,983.94
Total 12/11/2018:		16,983.94
Grand Totals:		16,983.94

Check Number	Payee	Amount
12/13/2018		
121318001	DTE ENERGY	5,585.30
Total 12/13/2018:		5,585.30
Grand Totals:		5,585.30

Check Issue Date	Check Number	Payee	Amount
121418001			
12/14/2018	12141800	**EFTPS* Payroll Taxes	10,666.52
12/14/2018	12141800	**EFTPS* Payroll Taxes	10,666.52
12/14/2018	12141800	**EFTPS* Payroll Taxes	2,494.61
12/14/2018	12141800	**EFTPS* Payroll Taxes	2,494.61
12/14/2018	12141800	**EFTPS* Payroll Taxes	13,297.55
Total 121418001:			
	5		39,619.81
121418002			
12/14/2018	12141800	Alerus Financial	400.00
Total 121418002:			
	1		400.00
121418003			
12/14/2018	12141800	STATE OF MICHIGAN	6,058.87
Total 121418003:			
	1		6,058.87
121418004			
12/14/2018	12141800	Vantagepoint - 401 Plan 109153	802.64
Total 121418004:			
	1		802.64
121418005			
12/14/2018	12141800	Vantagepoint - 457 Plan 300959	5,722.15
12/14/2018	12141800	Vantagepoint - 457 Plan 300959	1,950.07
12/14/2018	12141800	Vantagepoint - 457 Plan 300959	3,921.74
12/14/2018	12141800	Vantagepoint - 457 Plan 300959	7,321.76
Total 121418005:			
	4		18,915.72
121418006			
12/14/2018	12141800	Vantagepoint - Roth IRA 706117	936.53
Total 121418006:			
	1		936.53
Grand Totals:			
	13		66,733.57

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Retirement Fund Contribution for FY 2019- \$180,000

DATE: December 17, 2018

BACKGROUND:

Michigan Law requires that pension plans be pre-funded to pay for future pension benefits. In June 2018, the City received the MERS Annual Actuarial Valuation Report for year ended December 31, 2017. As of December 31, 2017, the City of Charlevoix was 63% funded. Based on the MERS valuation assumptions, the City of Charlevoix currently has an unfunded liability of \$5,200,543 (see attached page from the MERS Annual Actuarial Valuation Report).

The City of Charlevoix has been taking steps to fully fund the MERS pension program by making additional payments beyond those required by MERS. Earlier this year, Council approved a \$120,000 payment and we would like to make another \$180,000 payment into our fund ahead of December 31 in order for it to be reflected in the MERS Annual Actuarial Valuation Report for year ended December 31, 2018.

These payments are made from cash reserved in the Employee Fringe Benefit Fund which charges departments for employee expenses. Even with this payment, the fund will have a large reserve.

RECOMMENDATION:

Approve an additional \$180,000 payment to be made immediately to MERS in order to reduce the unfunded pension liability and to be reflected in the MERS Annual Actuarial Valuation Report for year ended December 31, 2018.

ATTACHMENTS:

- ▢ Mers Annual Actuarial Valuation Report pg10

the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

The analysis in this section is intended to review the potential volatility of the actuarial valuation results. It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size.

Many assumptions are important in determining the required employer contributions. In the table below, we show the impact of varying the Investment Return Assumption. Lower investment returns would result in higher required employer contributions, and vice-versa.

The relative impact of each investment return scenario below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2017 valuation, and are for the municipality in total, not by division. These results do not reflect a 5-year phase in of the impact of the new actuarial assumptions.

	Assumed Future Annual Smoothed Investment Return Assumption			
	Lower Future Annual Returns		Valuation Assumption	Higher Returns
	5.75%	6.75%	7.75%	8.75%
12/31/2017 Valuation Results				
Accrued Liability	\$ 17,174,556	\$ 15,468,412	\$ 14,024,914	\$ 12,794,539
Valuation Assets ¹	\$ 8,824,371	\$ 8,824,371	\$ 8,824,371	\$ 8,824,371
Unfunded Accrued Liability	\$ 8,350,185	\$ 6,644,041	\$ 5,200,543	\$ 3,970,168
Funded Ratio	51%	57%	63%	69%
Monthly Normal Cost	\$ 19,373	\$ 14,591	\$ 10,933	\$ 8,144
Monthly Amortization Payment	\$ 40,965	\$ 35,685	\$ 30,952	\$ 25,259
Total Employer Contribution²	\$ 60,338	\$ 50,276	\$ 41,885	\$ 33,403

¹ The Valuation Assets include assets from Surplus divisions, if any.

² If assets exceed accrued liabilities for a division, the division's amortization payment is negative and is used to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Bridge Park Building HVAC Upgrades for \$41,300

DATE: December 17, 2018

BACKGROUND:

Bids for removing and replacing the hot water heating piping at the Bridge Park Building, owned by the DDA, were received on November 19, 2018. The work includes the removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulations, and new test and balance of piping system. The bids ranged from \$41,300 to \$61,220 total cost.

The DDA did not receive the bid information in time to review during their November meeting, but wanted to be mindful of this work getting done as soon as possible. Since the DDA's December meeting is after the last Council meeting of the year, the DDA voted at their November 26th meeting to allow the Executive Committee to award the contract on behalf of the DDA Board. The Executive committee met on December 6th at 9:10am and voted to award the contract to Haggard's Plumbing whose bid came in at \$41,300 base with a \$600 bond.

Council's approval of this item is to ensure full transparency of the process and also to authorize the DDA to exceed the budgeted amount for Bridge Park Building maintenance which was set at \$15,000 for the current year. This work, however, is part of expected repairs as outlined in 2016 by Nealis Engineering of Traverse City who designed the specs for this project.

RECOMMENDATION:

Motion to award Haggard's Plumbing the contract for Bridge Park Building HVAC Upgrades for a base cost of \$41,300.

ATTACHMENTS:

- ▣ DDA Executive Committee Meeting Minutes
- ▣ DDA Regular Meeting Minutes - November 26, 2018
- ▣ Bids for Bridge Park Building HVAC Upgrades

Thursday, December 6, 2018 at 9:10 a.m.
210 State Street, Charlevoix, Michigan

1. Call to Order

Chair: Kirby Dipert
Members Present: Maureen Owens, Rick Wertz, Luther Kurtz
City Staff: Lindsey Dotson, Executive Director

4. New Business

Director Dotson presented the bids received for the HVAC repairs that need to be done at the Bridge Park Building.

5. Public Comment

6. Adjourn.

Lindsey J. Dotson Executive Director

City Council Regular Meeting -

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET MEETING
Monday, November 26, 2018 at 5:35 p.m.
210 State Street, City Hall, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Kirby Dipert
Members Present: Richard Christner, Fred DiMartino, Carissa Mullaney, Maureen Owens, Rick Wertz, Amanda Wilkin
Members Absent: Luther Kurtz, Paul Silva
Non-Voting Member: Sean Bradley
City Staff: Lindsey Dotson, Executive Director

4. Inquiry into Potential Conflicts of Interest

5. Consent Agenda

- A. Minutes
- B. Monthly Report – October
- C. Committee Minutes

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

6. Reports

A. Director's Report

Member Owens questioned how many people attended the Remote Office/Home Office workshop and Director Dotson responded six people.

7. Old Business

8. New Business

A. Bridge Drop Sponsorship Request

Director Dotson stated that *Charlevoix Bridge Drop* requested a \$2,500 event sponsorship.

Motion by Member Wertz, second by Member Owens to approve a \$2,500 sponsorship for the *Charlevoix Bridge Drop* event. Motion passed by unanimous voice vote.

B. Form Trademark License Agreement

Director Dotson stated that as part of trademarking the new Charlevoix "C" logo Traverse Legal created a Trademark License Agreement form that the DDA may choose to use. She stated that *Visit Charlevoix*, *The Mercado*, and product sales are current pending agreements.

Member Mullaney expressed a concern with item 5b regarding the marketing requirement and the length of the statement required on all packaging, advertising, press releases, displays, catalogues and other promotional material. Discussion followed regarding the trademark language, and the requirements for permitted use of licensed mark. The Board concurred to await additional feedback on their concerns prior to approving the form agreement.

C. Junior Main Street Presentation – Hoop Skirt Alley

Member Bradley stated that Junior Main Street was passionate about renovating Hoop Skirt Alley with a pocket park. In their research they found that people wanted more seating, flowers, art murals and activities. Jessie Windon proposed adding five circular murals designed by Charlevoix art students to highlight the festivals held in town throughout the year. They also wanted to use the construction class for making the benches, add flower boxes and white string lights. Director Dotson stated that they were also interested in transforming one or two parking spaces into smaller vehicle, moped or motorcycle parking. The students responded to questions from the Board members.

Motion by Member Christner, second by Member Mullaney to okay the Junior Main Street Committee with moving forward with the Hoopskirt Alley Project. Motion passed by unanimous voice vote.

D. Bridge Park Building HVAC Upgrades

Director Dotson stated that a new boiler and furnace were needed for the Bridge Park Building and Chief Doan facilitated the bid request. She asked the Board to have the Executive Committee award the HVAC upgrade bid so City Council could consider the item at their December 17th meeting.

Motion by Member Wilkin, second by Member DiMartino to authorize the Executive Committee to award the bid for the HVAC upgrades needed at the Bridge Park Building. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

Member Wilkin noted that the parade and tree lighting ceremony went very well.

Chair Dipert stated that the City was receiving an award as an honored community from the *E-Cities Program* from the *University of Michigan's Dearborn School of Business*.

12. Adjourn

Motion by Member Owen, second by Member Mullaney to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 6:42 p.m.

Joyce Golding/fgm

City Clerk

Kirby Dipert

Chair



CITY OF CHARLEVOIX

Bridge Park Building HVAC Upgrades

Bid Opening at City Hall

November 21, 2018 – 1:00pm

Bidder Name	Total Cost
Ballard's Petoskey, MI	\$56,399 base \$1,010 bond
John E. Green Co. Petoskey, MI	\$47,415 base \$545 bond
Temperature Control, Inc. Traverse City, MI	\$61,220 base n/a base
Haggard's Plumbing Charlevoix, MI	\$41,300 base \$600 bond

MEMORANDUM

TO: Classified Ad / Legal Notice / Advertisement for Bid

FROM: Joyce Golding, City Clerk

DATE: October 30, 2018

RE: Bid Advertisement: Charlevoix DDA – Bridge Park Building

Please publish the following advertisement on the following dates: November X & X, 2018. Please place a black border around the advertisement. Please remit invoice to my attention at the address listed below.

REQUEST FOR PROPOSALS

Charlevoix DDA – Bridge Park Building - HVAC Upgrades

Charlevoix DDA is requesting sealed, competitive bids for the purpose of removing and replacing the hot water heating piping at the 111 Bridge Park Drive Building as outlined in the Contract Documents. The work includes the removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system. All bid proposals shall be submitted to the City Clerk's Office no later than **Monday November 19, 2018 at 1:00 PM.**

Project specifications may be obtained on Thursday November 1st, in the City Clerk's Office, 210 State Street Charlevoix Michigan 49720. Drawings will also be available online and available for purchase at Contractors' Cost at the Builders Exchange of Northwest Michigan. There will be a **pre-bid inspection on Wednesday November 7, 2018 at 10:00 AM. for prime contractors.** Attendance is not mandatory. Charlevoix DDA reserves the right to reject all or any part of the bid, and reserves the right to select a contractor other than the low bidder without cause.

Joyce Golding

Charlevoix City Clerk

INVITATION TO BID

1. PROJECT IDENTIFICATION

PROJECT

Charlevoix Downtown Development Authority
Bridge Park Building
Hot Water Heating Piping Replacement
111 Bridge Park Drive
Charlevoix, Michigan 49720

OWNER

Charlevoix Downtown Development Authority
Gerard Doan, Police Chief
210 State Street
Charlevoix, MI. 49720
231-547-3258

ENGINEERS

Nealis Engineering, Inc.
830 Cottageview Drive, Suite 102
Traverse City, Michigan 49684
Telephone: (231) 933-0510
Fax: (231) 933-3215

Engineer's Commission No.: 18074
Project Manager: Gary Nealis, P.E.

2. PROJECT DESCRIPTION

Removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system.

3. TYPES OF BIDS REQUIRED

The bids shall be in the format as shown in Section 00310 Proposal Form.

4. RECEIPT OF BIDS

Bids can be mailed or hand delivered to:

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

Bids must be received by:

Date: November 19, 2018
Time: 1:00 PM

All Bids must be received by the City Clerk by the time listed above. Bids will be opened and read at that time. Late Bids will be returned to the respective Bidder, unopened. Bidders submitting Bids will be informed of the results.

A Pre-bid Walk Thru will be conducted Wednesday November 7, 2018 @ 10:00 AM. Attendance is not mandatory.

5. EXAMINATION AND PROCUREMENT OF DOCUMENTS

Bidding Documents are now on file and may be requested electronically from Gerard Doan, gerardd@charlevoixmi.gov or Gary Nealis, gnealis@nealisengineering.com.

6. VISIT TO SITE:

Bidders are instructed to inspect the site and condition under which the work is to be performed, and any obstacles which may be encountered. No extra will be considered because of Bidder's failure to inform himself of the site conditions which can be verified by inspection.

7. BID SECURITY

A five percent (5%) Bid Security for the total amount is required.

8. PERFORMANCE BOND

Not required.

9. MODIFICATION OR WITHDRAWAL OF BID

A bid may not be modified, withdrawn or canceled for a period of thirty (30) calendar days after the time and date designated for receipt of Bids.

10. RIGHT TO REJECT LOWEST BIDDER OR BIDS

City of Charlevoix reserves the right to accept or reject any and all Bids, and is not obligated to award the job to the lowest bidder.

SECTION 00310 - PROPOSAL FORM

PROJECT:

Charlevoix Downtown Development Authority
Hot Water Heating Piping Replacement Project
111 Bridge Park Drive
Charlevoix Michigan 49720

TO:

Charlevoix Downtown Development Authority
Joyce Golding, City Clerk
210 State Street
Charlevoix, MI. 49720

Bids must be received by:

Date: **Wednesday November 19, 2018**

Time: **1:00 PM**

FROM:

Name _____

Contact: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

ACKNOWLEDGEMENTS:

The undersigned acknowledges that they have received the Bidding Documents, which include the Invitation to Bid, Instructions to Bidders, the Bid Form, other Bidding and Contract forms and the proposed Contract Documents, including the Specifications titled Charlevoix Downtown Development Authority Hot Water Heating Piping Replacement Project, as prepared by Nealis Engineering Inc. and further acknowledges that they have received the following Addenda issued thereto and has incorporated their

provisions in his Bid:

ADDENDUM NO.____Dated _____

ADDENDUM NO.____Dated _____

Note that it is the Contractor's responsibilities to ensure that they have received all Addendums issued during the bidding period.

The undersigned acknowledges that:

1. They have read and carefully examined the Bidding Documents and proposed Contract Documents and that he fully understands them and has made his Bid in accordance therewith.
2. They have visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
3. The Bids are based upon the materials, systems and equipment required by the proposed Contract Documents without exception.

PROJECT SCOPE:

Removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system.

BID FORMAT

For all Bids listed below the undersigned hereby proposes to be Prime Contractor, and furnish all subcontractors, labor, material, tools, equipment, and services required to construct and satisfactorily complete the work as identified in the Construction Documents and these contract documents.

Bid Bond: ____ 5% Bid Bond is Attached

____ Certified Check/Money Order of 5% of bid is attached.

ADDENDA:

We (the Bidder) acknowledge receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BASE BID:

(Amount in Words)

\$

(Amount in Figures)

Provide ADDED cost for Labor & Material Performance Bond:

(Amount in Words)

\$

(Amount in Figures)

FEES FOR HANDLING ADDITIONAL WORK:

For additional work to be performed, upon instruction of the Owner, by Subcontractors- (contractors of the undersigned,) the undersigned agrees to add to the Subcontractor's prices for such additional work, a fee of _____percent (%) which fee covers all charges of the undersigned for overhead and profit, including performance and labor and material payment bonds.

For additional work to be performed, upon instructions of the Owner, by persons other than the Subcontractors, the undersigned agrees that the charges shall be actual cost of all labor and materials (less all discounts plus a fee of _____percent (%) which includes all the charges of the undersigned for overhead and profit. The undersigned further agrees to add to the above total the actual cost of insurance, bonds and taxes computed as a percentage of the direct labor cost: _____%.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of Contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for work deleted. The undersigned further agrees that any credit will not include any factor reflecting undersigned's overhead or profit.

TIME OF COMPLETION:

If awarded the Contract, we estimate we will require _____ consecutive calendar days to complete the project.

The above time(s) assume(s) that:

1. Award of Contract allows start of construction within 30 days of bid due date, but not before, receipt of Notice to Proceed.
2. We are not delayed by strikes or other causes beyond our control.
3. We are not unnecessarily delayed by work of other contractors of the Owner.

Said stated Contract Time will be used to establish the Date of Substantial Completion of the Work.

AGREEMENTS:

In submitting these bids, the undersigned agrees:

1. To hold their Bid open for 30 consecutive calendar days.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of the Bid Security.
3. To enter into and execute a Contract with the Charlevoix Downtown Development Authority if awarded on the basis of this Bid, and to furnish required Bonds and other specified submittals within seven (7) days of notification of selection of award of Contract for the Work.
4. To perform the Work in accord with the proposed Contract Documents and to complete said Work within the time period stipulated in the Bid.

NEGOTIATION:

The Undersigned agrees that should the overall cost of this Project exceed the funds available, after designated as the successful Bidder, they will be willing to negotiate with the Owner and Engineer for the purpose of making reductions in the Contract Work. The Contractor shall agree to give full credit for all such deductions in the work requested by the Owner, including full value for labor, material and subcontract work, and reasonably proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract Price.

LEGAL STATUS AND SIGNATURE OF BIDDER:

(Bidder shall fill out the appropriate form, and strike out the other two types of business.)

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom

Bearing the official title of

Whose signature is affixed to this Bid Form, is duly authorized to execute Contracts.

OR

A **partnership**, all of the members of which, with address, are:

OR

An **individual**, doing business as

Whose signature is affixed to this Bid Form.

SIGNATURE

Contractor

By

Title

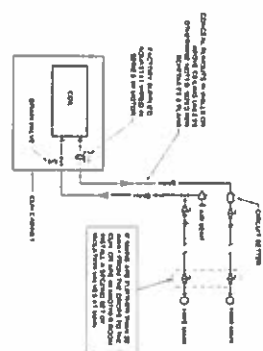
Signed and sealed this _____ day of _____.

MECHANICAL SPECIFICATIONS

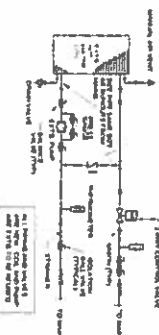
SECTION	DESCRIPTION
1.0	1.1. General. The purpose of this specification is to provide a minimum standard of performance for the design and construction of the mechanical system. The design shall be in accordance with the latest edition of the ASME Code, and the construction shall be in accordance with the latest edition of the ASME Code. The design shall be in accordance with the latest edition of the ASME Code, and the construction shall be in accordance with the latest edition of the ASME Code.
2.0	2.1. Materials. The materials shall be in accordance with the latest edition of the ASME Code. The materials shall be in accordance with the latest edition of the ASME Code. The materials shall be in accordance with the latest edition of the ASME Code. The materials shall be in accordance with the latest edition of the ASME Code.
3.0	3.1. Design. The design shall be in accordance with the latest edition of the ASME Code. The design shall be in accordance with the latest edition of the ASME Code. The design shall be in accordance with the latest edition of the ASME Code. The design shall be in accordance with the latest edition of the ASME Code.
4.0	4.1. Construction. The construction shall be in accordance with the latest edition of the ASME Code. The construction shall be in accordance with the latest edition of the ASME Code. The construction shall be in accordance with the latest edition of the ASME Code. The construction shall be in accordance with the latest edition of the ASME Code.
5.0	5.1. Installation. The installation shall be in accordance with the latest edition of the ASME Code. The installation shall be in accordance with the latest edition of the ASME Code. The installation shall be in accordance with the latest edition of the ASME Code. The installation shall be in accordance with the latest edition of the ASME Code.
6.0	6.1. Operation. The operation shall be in accordance with the latest edition of the ASME Code. The operation shall be in accordance with the latest edition of the ASME Code. The operation shall be in accordance with the latest edition of the ASME Code. The operation shall be in accordance with the latest edition of the ASME Code.
7.0	7.1. Maintenance. The maintenance shall be in accordance with the latest edition of the ASME Code. The maintenance shall be in accordance with the latest edition of the ASME Code. The maintenance shall be in accordance with the latest edition of the ASME Code. The maintenance shall be in accordance with the latest edition of the ASME Code.
8.0	8.1. Testing. The testing shall be in accordance with the latest edition of the ASME Code. The testing shall be in accordance with the latest edition of the ASME Code. The testing shall be in accordance with the latest edition of the ASME Code. The testing shall be in accordance with the latest edition of the ASME Code.
9.0	9.1. Inspection. The inspection shall be in accordance with the latest edition of the ASME Code. The inspection shall be in accordance with the latest edition of the ASME Code. The inspection shall be in accordance with the latest edition of the ASME Code. The inspection shall be in accordance with the latest edition of the ASME Code.
10.0	10.1. Acceptance. The acceptance shall be in accordance with the latest edition of the ASME Code. The acceptance shall be in accordance with the latest edition of the ASME Code. The acceptance shall be in accordance with the latest edition of the ASME Code. The acceptance shall be in accordance with the latest edition of the ASME Code.
11.0	11.1. Warranty. The warranty shall be in accordance with the latest edition of the ASME Code. The warranty shall be in accordance with the latest edition of the ASME Code. The warranty shall be in accordance with the latest edition of the ASME Code. The warranty shall be in accordance with the latest edition of the ASME Code.
12.0	12.1. Other. The other shall be in accordance with the latest edition of the ASME Code. The other shall be in accordance with the latest edition of the ASME Code. The other shall be in accordance with the latest edition of the ASME Code. The other shall be in accordance with the latest edition of the ASME Code.

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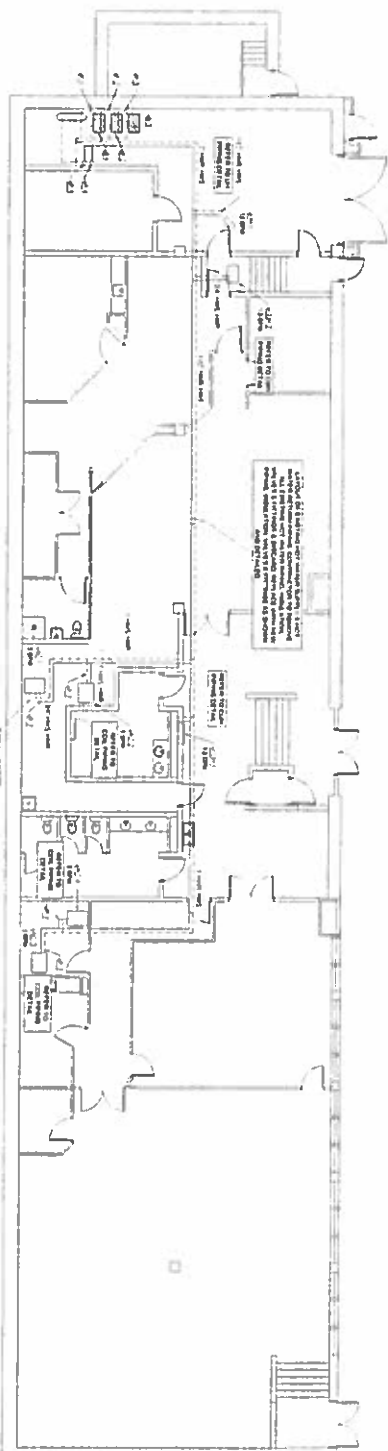
SPECIAL NOTICE TO CONTRACTORS



TYPICAL CUH/UH PIPING



TYPICAL COIL PIPING

MECHANICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

SECTION 00310 - PROPOSAL FORM

PROJECT:

Charlevoix Downtown Development Authority
Hot Water Heating Piping Replacement Project
111 Bridge Park Drive
Charlevoix Michigan 49720

TO:

Charlevoix Downtown Development Authority
Joyce Golding, City Clerk
210 State Street
Charlevoix, MI. 49720

Bids must be received by:

Date: **Wednesday November 19, 2018** ✓

Time: **1:00 PM**

FROM:

Name HAGGARD'S PLUMBING & HEATING

Contact: 06238 U.S. 31 South P.O. Box 35
Charlevoix, Michigan 49720
(231) 547-4046 FAX (231) 547-0364

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: haggardsinc@hotmail.com

ACKNOWLEDGEMENTS:

The undersigned acknowledges that they have received the Bidding Documents, which include the Invitation to Bid, Instructions to Bidders, the Bid Form, other Bidding and Contract forms and the proposed Contract Documents, including the Specifications titled Charlevoix Downtown Development Authority Hot Water Heating Piping Replacement Project, as prepared by Nealis Engineering Inc. and further acknowledges that they have received the following Addenda issued thereto and has incorporated their

BASE BID:

Forty one thousand three hundred & 00/100
(Amount in Words)

\$ 41,300.00
(Amount in Figures)

Provide ADDED cost for Labor & Material Performance Bond:

Six hundred & 00/100
(Amount in Words)

\$ 600.00
(Amount in Figures)

FEES FOR HANDLING ADDITIONAL WORK:

For additional work to be performed, upon instruction of the Owner, by Subcontractors- (contractors of the undersigned,) the undersigned agrees to add to the Subcontractor's prices for such additional work, a fee of 10 percent (%) which fee covers all charges of the undersigned for overhead and profit, including performance and labor and material payment bonds.

For additional work to be performed, upon instructions of the Owner, by persons other than the Subcontractors, the undersigned agrees that the charges shall be actual cost of all labor and materials (less all discounts plus a fee of 20 percent (%) which includes all the charges of the undersigned for overhead and profit. The undersigned further agrees to add to the above total the actual cost of insurance, bonds and taxes computed as a percentage of the direct labor cost: 10 %.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of Contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for work deleted. The undersigned further agrees that any credit will not include any factor reflecting undersigned's overhead or profit.

LEGAL STATUS AND SIGNATURE OF BIDDER:

(Bidder shall fill out the appropriate form, and strike out the other two types of business.)

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom

Haggard's INC
Bearing the official title of _____

Whose signature is affixed to this Bid Form, is duly authorized to execute Contracts.

OR

A **partnership**, all of the members of which, with address, are:

OR

An **individual**, doing business as

Whose signature is affixed to this Bid Form.

SIGNATURE


Contractor _____

By Haggard's INC

President
Title _____

Signed and sealed this 21 day of NOV 2018.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Haggard's Plumbing and Heating

PO Box 35

Charlevoix, MI 49720

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Charlevoix Downtown Development Authority

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT:

Charlevoix Bridge Street HVAC Piping
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

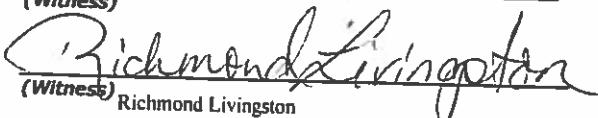
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of November

, 2018


(Witness)


(Witness) Richmond Livingston

Haggard's Plumbing and Heating
(Principal)

(Title)

United States Fire Insurance Company

(Surety)

(Title) Dan Cusenza

, Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01129408918

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Lori King-Clyde, Heather Buonodono

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, Senior Vice President

State of New Jersey)
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19 day of November 2018.

UNITED STATES FIRE INSURANCE COMPANY

A. Wright

Al Wright, Senior Vice President



SECTION 00310 - PROPOSAL FORM

PROJECT:

Charlevoix Downtown Development Authority
Hot Water Heating Piping Replacement Project
111 Bridge Park Drive
Charlevoix Michigan 49720

TO:

Charlevoix Downtown Development Authority
Joyce Golding, City Clerk
210 State Street
Charlevoix, MI. 49720

Bids must be received by:

Date: **Wednesday November 19, 2018**

Time: **1:00 PM**

FROM:

Name TEMPERATURE CONTROL, INC.

Contact: PAT LAW

Address: 11623 NORTHERN STAR DR.

City: TRAVERSE CITY State: MI

Zip Code: 49696

Telephone: (231) 922-1862

Fax: (231) 922-1892

Email: PLAW@TCIUS.NET

ACKNOWLEDGEMENTS:

The undersigned acknowledges that they have received the Bidding Documents, which include the Invitation to Bid, Instructions to Bidders, the Bid Form, other Bidding and Contract forms and the proposed Contract Documents, including the Specifications titled Charlevoix Downtown Development Authority Hot Water Heating Piping Replacement Project, as prepared by Nealis Engineering Inc. and further acknowledges that they have received the following Addenda issued thereto and has incorporated their

provisions in his Bid:

ADDENDUM NO. A1 Dated 11/8/18

ADDENDUM NO. N/A Dated N/A

Note that it is the Contractor's responsibilities to ensure that they have received all Addendums issued during the bidding period.

The undersigned acknowledges that:

1. They have read and carefully examined the Bidding Documents and proposed Contract Documents and that he fully understands them and has made his Bid in accordance therewith.
2. They have visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
3. The Bids are based upon the materials, systems and equipment required by the proposed Contract Documents without exception.

PROJECT SCOPE:

Removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system.

BID FORMAT

For all Bids listed below the undersigned hereby proposes to be Prime Contractor, and furnish all subcontractors, labor, material, tools, equipment, and services required to construct and satisfactorily complete the work as identified in the Construction Documents and these contract documents.

Bid Bond: ☒ 5% Bid Bond is Attached

☐ Certified Check/Money Order of 5% of bid is attached.

ADDENDA:

We (the Bidder) acknowledge receipt of the following Addenda:

Addendum No. A1 Dated: 11/8/18

Addendum No. N/A Dated: N/A

BASE BID:

Sixty-One Thousand Two Hundred Twenty and $\frac{No}{100}$
(Amount in Words)

\$ 61,220.00
(Amount in Figures)

Provide ADDED cost for Labor & Material Performance Bond:

N/A - PER PAGE 2 of 2 - INVITATION TO BID
(Amount in Words)

\$ N/A
(Amount in Figures)

FEES FOR HANDLING ADDITIONAL WORK:

For additional work to be performed, upon instruction of the Owner, by Subcontractors- (contractors of the undersigned,) the undersigned agrees to add to the Subcontractor's prices for such additional work, a fee of 25 percent (%) which fee covers all charges of the undersigned for overhead and profit, including performance and labor and material payment bonds.

For additional work to be performed, upon instructions of the Owner, by persons other than the Subcontractors, the undersigned agrees that the charges shall be actual cost of all labor and materials (less all discounts plus a fee of 25 percent (%) which includes all the charges of the undersigned for overhead and profit. The undersigned further agrees to add to the above total the actual cost of insurance, bonds and taxes computed as a percentage of the direct labor cost: 25 %.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of Contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for work deleted. The undersigned further agrees that any credit will not include any factor reflecting undersigned's overhead or profit.

TIME OF COMPLETION:

If awarded the Contract, we estimate we will require 45 consecutive calendar days to complete the project.

The above time(s) assume(s) that:

1. Award of Contract allows start of construction within 30 days of bid due date, but not before, receipt of Notice to Proceed.
2. We are not delayed by strikes or other causes beyond our control.
3. We are not unnecessarily delayed by work of other contractors of the Owner.

Said stated Contract Time will be used to establish the Date of Substantial Completion of the Work.

AGREEMENTS:

In submitting these bids, the undersigned agrees:

1. To hold their Bid open for 30 consecutive calendar days.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of the Bid Security.
3. To enter into and execute a Contract with the Charlevoix Downtown Development Authority if awarded on the basis of this Bid, and to furnish required Bonds and other specified submittals within seven (7) days of notification of selection of award of Contract for the Work.
4. To perform the Work in accord with the proposed Contract Documents and to complete said Work within the time period stipulated in the Bid.

NEGOTIATION:

The Undersigned agrees that should the overall cost of this Project exceed the funds available, after designated as the successful Bidder, they will be willing to negotiate with the Owner and Engineer for the purpose of making reductions in the Contract Work. The Contractor shall agree to give full credit for all such deductions in the work requested by the Owner, including full value for labor, material and subcontract work, and reasonably proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract Price.

LEGAL STATUS AND SIGNATURE OF BIDDER:

(Bidder shall fill out the appropriate form, and strike out the other two types of business.)

A corporation duly organized and doing business under the laws of the State of Michigan for whom

DENNIS BEZILE

Bearing the official title of

Controller

Whose signature is affixed to this Bid Form, is duly authorized to execute Contracts.

OR

~~A partnership~~, all of the members of which, with address, are:

OR

~~An individual~~, doing business as

Whose signature is affixed to this Bid Form.

SIGNATURE

TEMPERATURE CONTROL, INC.
Contractor

Dennis Bezile
By

Controller
Title

Signed and sealed this 21ST day of NOVEMBER 2018

CNA SURETY

Bid Bond

Bond No. 11212018-BD

CONTRACTOR:

(Name, legal status and address)

Temperature Control, Inc.
1623 Northern Star Dr.
Traverse City, MI 49696

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Charlevoix Downtown Development Authority
210 State St.
Charlevoix, MI 49720

BOND AMOUNT: \$75,000

PROJECT:

(Name, location or address, and Project number, if any)

Bridge Park Building Hot Water Heating Equipment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19 day of November, 2018.

(Witness)

Temperature Control, Inc.

(Principal)

(Title)

Western Surety Company

(Surety)

(Title)

(Seal)

(Seal)

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary L Chouinard, Travis T Beynon, Kathleen J Bendickson, Beth A McCardel, Joe Tuck, Individually

of Traverse City, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of January, 2018.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha }

On this 24th day of January, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19 day of November, 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.wasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00310 - PROPOSAL FORM

PROJECT:

Charlevoix Downtown Development Authority
Hot Water Heating Piping Replacement Project
111 Bridge Park Drive
Charlevoix Michigan 49720

TO:

Charlevoix Downtown Development Authority
Joyce Golding, City Clerk
210 State Street
Charlevoix, MI. 49720

Bids must be received by:

Date: **Wednesday November 19, 2018**

Time: **1:00 PM**

FROM:

Name John E. Green Company

Contact: Don Phillion

Address: 601 Porter Street

City: Charlevoix State: MI

Zip Code: 49720

Telephone: 231-348-2875

Fax: 231-348-3179

Email: donphillion@johnegreen.com

ACKNOWLEDGEMENTS:

The undersigned acknowledges that they have received the Bidding Documents, which include the Invitation to Bid, Instructions to Bidders, the Bid Form, other Bidding and Contract forms and the proposed Contract Documents, including the Specifications titled Charlevoix Downtown Development Authority Hot Water Heating Piping Replacement Project, as prepared by Nealis Engineering Inc. and further acknowledges that they have received the following Addenda issued thereto and has incorporated their provisions in

his Bid:

ADDENDUM NO. 1 Dated 11-8-18

ADDENDUM NO. N/A Dated N/A

Note that it is the Contractor's responsibilities to ensure that they have received all Addendums issued during the bidding period.

The undersigned acknowledges that:

1. They have read and carefully examined the Bidding Documents and proposed Contract Documents and that he fully understands them and has made his Bid in accordance therewith.
2. They have visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
3. The Bids are based upon the materials, systems and equipment required by the proposed Contract Documents without exception.

PROJECT SCOPE:

Removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system.

BID FORMAT

For all Bids listed below the undersigned hereby proposes to be Prime Contractor, and furnish all subcontractors, labor, material, tools, equipment, and services required to construct and satisfactorily complete the work as identified in the Construction Documents and these contract documents.

Bid Bond: X 5% Bid Bond is Attached

 Certified Check/Money Order of 5% of bid is attached.

ADDENDA:

We (the Bidder) acknowledge receipt of the following Addenda:

Addendum No. 1 Dated: 11-8-18

Addendum No. N/A Dated: N/A

BASE BID:

Forty-seven thousand four hundred - fifteen dollars and zero cents
(Amount in Words)

\$ 47,415.00
(Amount in Figures)

Provide ADDED cost for Labor & Material Performance Bond:

Five hundred forty-five dollars and zero cents
(Amount in Words)

\$ 545.00
(Amount in Figures)

VOLUNTARY ALTERNATE: Repair existing coil AC-4 in place of new coil. Deduct \$1,000.00

FEES FOR HANDLING ADDITIONAL WORK:

For additional work to be performed, upon instruction of the Owner, by Subcontractors- (contractors of the undersigned,) the undersigned agrees to add to the Subcontractor's prices for such additional work, a fee of 15 percent (%) which fee covers all charges of the undersigned for overhead and profit, including performance and labor and material payment bonds.

For additional work to be performed, upon instructions of the Owner, by persons other than the Subcontractors, the undersigned agrees that the charges shall be actual cost of all labor and materials (less all discounts plus a fee of 15 percent (%) which includes all the charges of the undersigned for overhead and profit. The undersigned further agrees to add to the above total the actual cost of insurance, bonds and taxes computed as a percentage of the direct labor cost: 15 %.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of Contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for work deleted. The undersigned further agrees that any credit will not include any factor reflecting undersigned's overhead or profit.

TIME OF COMPLETION:

If awarded the Contract, we estimate we will require 45 consecutive calendar days to complete the project.

The above time(s) assume(s) that:

1. Award of Contract allows start of construction within 30 days of bid due date, but not before, receipt of Notice to Proceed.
2. We are not delayed by strikes or other causes beyond our control.
3. We are not unnecessarily delayed by work of other contractors of the Owner.

Said stated Contract Time will be used to establish the Date of Substantial Completion of the Work.

AGREEMENTS:

In submitting these bids, the undersigned agrees:

1. To hold their Bid open for 30 consecutive calendar days.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of the Bid Security.
3. To enter into and execute a Contract with the Charlevoix Downtown Development Authority if awarded on the basis of this Bid, and to furnish required Bonds and other specified submittals within seven (7) days of notification of selection of award of Contract for the Work.
4. To perform the Work in accord with the proposed Contract Documents and to complete said Work within the time period stipulated in the Bid.

NEGOTIATION:

The Undersigned agrees that should the overall cost of this Project exceed the funds available, after designated as the successful Bidder, they will be willing to negotiate with the Owner and Engineer for the purpose of making reductions in the Contract Work. The Contractor shall agree to give full credit for all such deductions in the work requested by the Owner, including full value for labor, material and subcontract work, and reasonably proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract Price.

LEGAL STATUS AND SIGNATURE OF BIDDER:

(Bidder shall fill out the appropriate form, and strike out the other two types of business.)

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom

Don Phillion
Bearing the official title of

Branch Manager

Whose signature is affixed to this Bid Form, is duly authorized to execute Contracts.

OR

~~XXXXXX partnership, all of its members of which, will address, and~~

OR

~~XXXXXX individual doing business as~~

Whose signature is affixed to this Bid Form.

SIGNATURE

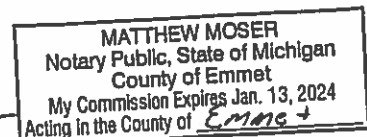
John E. Green Company
Contractor


By Don Phillion

Branch Manger
Title

Signed and sealed this 21st day of November 2018 .





THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

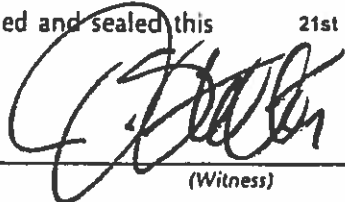
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
John E. Green Company (Here insert full name and address or legal title of Contractor)
220 Victor Avenue, Highland Park, Michigan 48203-3116
as Principal, hereinafter called the Principal, and
Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)
175 Berkeley Street, Boston, Massachusetts 02116
a corporation duly organized under the laws of the State of Massachusetts
as Surety, hereinafter called the Surety, are held and firmly bound unto
Charlevoix Downtown Development Authority (Here insert full name and address or legal title of Owner)
210 State Street, Charlevoix, MI 49720
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Accompanying Bid
Dollars (5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
Bridge Park Building - Hot Wat Heating Piping Replacement (Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of November, 2018


(Witness)


(Witness)

John E. Green Company
(Principal) (Seal)

Michael J. Green, President
Liberty Mutual Insurance Company
(Surety) (Seal)

Holly Nichols (Title) Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8132266

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Anne Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner; Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of Troy, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of June, 2018



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of November, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00310 - PROPOSAL FORM

PROJECT:

Charlevoix Downtown Development Authority
Hot Water Heating Piping Replacement Project
111 Bridge Park Drive
Charlevoix Michigan 49720

TO:

Charlevoix Downtown Development Authority
Joyce Golding, City Clerk
210 State Street
Charlevoix, MI. 49720

Bids must be received by:

Date: **Wednesday November 19, 2018**

Time: **1:00 PM**

FROM:

Name BALLARD'S P+H

Contact: AL Towne

Address: 2111 E. Mitchell RD

P.O. Box 259

City: Petoskey MI State: MI

Zip Code: 49770

Telephone: 231-753-2110

Fax: 231-347-4947

Email: ATowne@BALLARDS-PH.COM

ACKNOWLEDGEMENTS:

The undersigned acknowledges that they have received the Bidding Documents, which include the Invitation to Bid, Instructions to Bidders, the Bid Form, other Bidding and Contract forms and the proposed Contract Documents, including the Specifications titled Charlevoix Downtown Development Authority Hot Water Heating Piping Replacement Project, as prepared by Nealis Engineering Inc. and further acknowledges that they have received the following Addenda issued thereto and has incorporated their provisions in

his Bid:

ADDENDUM NO. 1 Dated Nov. 8, 2018

ADDENDUM NO. Dated

Note that it is the Contractor's responsibilities to ensure that they have received all Addendums issued during the bidding period.

The undersigned acknowledges that:

1. They have read and carefully examined the Bidding Documents and proposed Contract Documents and that he fully understands them and has made his Bid in accordance therewith.
2. They have visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
3. The Bids are based upon the materials, systems and equipment required by the proposed Contract Documents without exception.

PROJECT SCOPE:

Removal and replacement of existing hot water heating piping system including piping, valves, fittings, insulation and new test & balance of the piping system.

BID FORMAT

For all Bids listed below the undersigned hereby proposes to be Prime Contractor, and furnish all subcontractors, labor, material, tools, equipment, and services required to construct and satisfactorily complete the work as identified in the Construction Documents and these contract documents.

Bid Bond: ☒ 5% Bid Bond is Attached

☐ Certified Check/Money Order of 5% of bid is attached.

ADDENDA:

We (the Bidder) acknowledge receipt of the following Addenda:

Addendum No. 1 Dated: Nov. 8, 2018

Addendum No. Dated:

BASE BID:

FIFTY SIX THOUSAND, THREE HUNDRED NINETY NINE DOLLARS
(Amount in Words)

\$ 56,399.^{xx}
(Amount in Figures)

Provide ADDED cost for Labor & Material Performance Bond:

ONE THOUSAND TEN DOLLARS
(Amount in Words)

\$ 1010.^{xx}
(Amount in Figures)

FEES FOR HANDLING ADDITIONAL WORK:

For additional work to be performed, upon instruction of the Owner, by Subcontractors- (contractors of the undersigned,) the undersigned agrees to add to the Subcontractor's prices for such additional work, a fee of 15 percent (%) which fee covers all charges of the undersigned for overhead and profit, including performance and labor and material payment bonds.

For additional work to be performed, upon instructions of the Owner, by persons other than the Subcontractors, the undersigned agrees that the charges shall be actual cost of all labor and materials (less all discounts plus a fee of 10 percent (%) which includes all the charges of the undersigned for overhead and profit. The undersigned further agrees to add to the above total the actual cost of insurance, bonds and taxes computed as a percentage of the direct labor cost: 10 %.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of Contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for work deleted. The undersigned further agrees that any credit will not include any factor reflecting undersigned's overhead or profit.

TIME OF COMPLETION:

If awarded the Contract, we estimate we will require 90 consecutive calendar days to complete the project.

The above time(s) assume(s) that:

1. Award of Contract allows start of construction within 30 days of bid due date, but not before, receipt of Notice to Proceed.
2. We are not delayed by strikes or other causes beyond our control.
3. We are not unnecessarily delayed by work of other contractors of the Owner.

Said stated Contract Time will be used to establish the Date of Substantial Completion of the Work.

AGREEMENTS:

In submitting these bids, the undersigned agrees:

1. To hold their Bid open for 30 consecutive calendar days.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of the Bid Security.
3. To enter into and execute a Contract with the Charlevoix Downtown Development Authority if awarded on the basis of this Bid, and to furnish required Bonds and other specified submittals within seven (7) days of notification of selection of award of Contract for the Work.
4. To perform the Work in accord with the proposed Contract Documents and to complete said Work within the time period stipulated in the Bid.

NEGOTIATION:

The Undersigned agrees that should the overall cost of this Project exceed the funds available, after designated as the successful Bidder, they will be willing to negotiate with the Owner and Engineer for the purpose of making reductions in the Contract Work. The Contractor shall agree to give full credit for all such deductions in the work requested by the Owner, including full value for labor, material and subcontract work, and reasonably proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract Price.

LEGAL STATUS AND SIGNATURE OF BIDDER:

(Bidder shall fill out the appropriate form, and strike out the other two types of business.)

A corporation duly organized and doing business under the laws of the State of Michigan for whom

James A. Rand
Bearing the official title of

President

Whose signature is affixed to this Bid Form, is duly authorized to execute Contracts.

OR

A partnership, all of the members of which, with address, are:

OR

An individual, doing business as

Whose signature is affixed to this Bid Form.

SIGNATURE

J A Rand
Contractor

James A. Rand
By

President
Title

Signed and sealed this 21 day of Nov. 2018

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mechanical Contracting Services, LLC
dba Ballard's Plumbing and Heating
P.O. Box 259
Petoskey, MI 49770

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Charlevoix Downtown Development Authority

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Bridge Park Building, Hot Water Piping Replacement
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

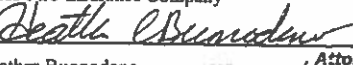
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of November, 2018


(Witness)

(Witness) Kris Andrick

Mechanical Contracting Services, LLC dba Ballard's Plumbing & Heating
(Principal)  (Seal)
(Title) 
United States Fire Insurance Company
(Surety)  (Seal)
(Title) Heather Buonodono, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01129408918

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Lori King-Clyde, Heather Buonodono

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.



UNITED STATES FIRE INSURANCE COMPANY

ARR

Anthony R. Slimowicz, Senior Vice President

State of New Jersey)
County of Morris)

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of November 2018.

UNITED STATES FIRE INSURANCE COMPANY



A. Wright

Al Wright, Senior Vice President

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: MDC Contracting Invoice Payment of \$11,001.16

DATE: December 17, 2018

BACKGROUND:

Back in October, the City and MDC Contracting coordinated efforts to eliminate all of the water services on Bridge Street from Clinton to Park Avenue. The reason for eliminating these services is that they are over 100 years old, we have had at least one break in the last year, and we wanted to replace them prior to the new asphalt being placed on the highway. Due to the nature of the work and the unknown circumstances, this would have been a very difficult project to put a firm price on. We opted to do a time and material agreement with MDC to be fair for both the City and MDC. Attached you will see the breakdown of the MDC invoice.

RECOMMENDATION:

Motion to approve the MDC Contracting invoice for a total of \$11,001.16.

ATTACHMENTS:

- ▣ MDC Invoice



MDC CONTRACTING, LLC

Equal Opportunity Employer

5481 US 31 South
Charlevoix, MI 49720
(231) 547-6595
Fax: (231) 547-9171

INVOICE

NO. 18259

TO: City of Charlevoix

DATE 22-Oct-18

JOB NO. 318022

210 State Street

JOB NAME Water Services- US 31

Charlevoix, MI 49720

JOB LOCATION _____

Attn: Pat

TERMS

		DESCRIPTION	PRICE	AMOUNT
		MDC Contracting provided labor, equipment and materials to perform the work as follows :		
		RECEIVED		
		<u>Abandon 9 Water Services on US 31</u>		
		NOV 07 2018		
3.5 hr	3-Oct	Foreman w/truck - Job Meeting City of Charlevoix	\$64.00	\$224.00
17.0 hr		Foreman w/truck	\$64.00	\$1,088.00
3.0 hr		Supt. w/ truck	\$69.00	\$207.00
5.0 hr		Operated 128 Excavator	\$105.00	\$525.00
2.0 hr		Operator of City Excavator	\$48.00	\$96.00
14.0 hr		Operated Pozi Track	\$105.00	\$1,470.00
19.0 hr		Operated Tandem Truck	\$75.00	\$1,425.00
1.0 hr		Operated Lead Truck	\$95.00	\$95.00
4.0 hr		Operated Asphalt Roller	\$80.00	\$320.00
39.0 hr		Labor	\$38.00	\$1,482.00
25.0 ton		22A Road Gravel	\$6.80	\$170.00
1 ls		Cross Cut (Cost + 5%)	\$670.32	\$670.32
1 ls		Rental Mini Excavator (Cost + 5%)	\$361.73	\$361.73
1 ls		Rieth Riley Asphalt (Cost + 5%)	\$1,915.05	\$1,915.05
1 ls		Team Elmers Asphalt (Cost + 5%)	\$952.06	\$952.06

TOTAL DUE

\$11,001.16

THANK YOU

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Leaf Vacuum Purchase for \$81,276.76

DATE: December 17, 2018

BACKGROUND:

In the approved 2018/19 budget we allocated \$75,000 to purchase a new, enclosed, leaf vacuum through the motor pool budget. This new machine will be used to vacuum up the leaf debris, perennial cuttings etc. that are placed on the edge of the roads throughout the growing season. This machine is an enclosed unit with dust control built in. This unit is also much larger and much more efficient than our current system. During the most busy times of the year we may use both the new unit and the old unit to help keep up with demand. Throughout the season we have tested some different units and have decided that the Spartan Pro, 15 cubic yard unit is the best fit for our needs.

As you can see from the attached, the bid is about \$6,000 over the budgeted amount. Overall the motor pool budget will come in under budget due to some cost savings we have realized on other purchases. Lastly, this Spartan Pro leaf vac provided by Fredrickson Supply has been competitively bid through the CoPro+ program. This program is basically the same as the MiDEAL program other than it is sponsored by Michigan Counties vs. the State of Michigan.

RECOMMENDATION:

Motion to approve the purchase of the Spartan Pro leaf vacuum from Fredrickson Supply for a total of \$81,276.76

ATTACHMENTS:

- ▣ Fredrickson Supply Quote



RFP # WR-060-03618
 CoPro Contact Penny 800-336-2018
 Fredrickson Supply
 3901 3 Mile Road Northwest Grand
 Rapids Mi, 49534
 888-949-2385
 Bob Pflibsen Cell 616-916-0466
 bob@fredricksonsupply.com

Quote

Quote Number: 0119573
 Quote Date: 10/26/2017

Quote To: City of Challevoix

Confirm To: BOB PFLIBSEN

Comment: DELIVERY 150 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
QUOTE	PRE-PAY/ADD	DIXON, IL	Net 30 Days	11/25/2017

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	LEAF VACUUM		
		SPARTAN PRO BASE MODEL STANDARD FEATURES *15 YARD CONTAINMENT BOX WITH DA SISSOR HOIST *RADIUSED AND TAPERED FOR "NO STICK" DUMPING *DOUBLE HINGED TAILGATE WITH HYDRAULIC LATCHING *ELECTRIC TRAILER BRAKES WITH BREAK AWAY SYSTEM *24000 LB TANDEM AXLE AND RUNNING GEAR *DOT COMPLIANT LIGHTING WITH ALL L.E.D. LIGHTING *RIGID HEAVY DUTY TONGUE -NON ADJUSTABLE *ADJUSTABLE PINTLE HITCH RATED AT TRAILER CAPACITY *MANUAL JACK WITH FOOT RATED AT 12000 LBS *84 HP KUBOTA V3600T DIESEL ENGINE *SECONDARY PRESSCREEN IN FRONT OF OEM RADIATOR SCREEN *35 GALLON ALUMINUM FUEL TANK WITH SIGHT GAUGE *28-1/2" DIAMETER DIRECT DRIVEN 5 BLADES OF AR400 *11-1/2" NACD CLUTCH TO FIT SAE #3 ENGINE HOUSING *HEAVY DUTY RUBBER COLLECTION HOSE WITH CUFFS. *CURB SIDE PICKUP WITH UNDERSLUNG BOOM. *12 VOLT DC POWER UNIT TO OPERATE RAISE/LOWER OF BOOM MODEL: SPARTAN LEAF PRO PLUS		
1.00	EACH	*40000 BASE PRICE		
		OPTIONS PRICED SEPARATE BELOW (add each to base price)		
1.00	EACH	*40110 -20 YARD CONTAINMENT BOX IN LIEU OF 15 YARD		
1.00	EACH	*40152 HYDRAULIC TRAILER JACK IN LIEU OF STANDARD JACK		
1.00	EACH	*40201 99 HP KUBOTA DIESEL IN LIEU OF STANDARD ENGINE		
1.00	EACH	*40310 30" FAN IN LIEU OF 28-1/2" FAN		
1.00	EACH	*190 GALLON DUST CONTROL SYSTEM INSTALLED		



Co-Pro Contract #2018-WR-060-F
RFP # WR-060-03618
CoPro Contact Penny 800-336-2018
Fredrickson Supply
3901 3 Mile Road Northwest Grand
Rapids Mi, 49534
888-949-2385
Bob Pflibsen Cell 616-916-0466
bob@fredricksonsupply.com

Quote

Quote Number: 0119573

Quote Date: 10/26/2017

CoPro+
Collaborative Procurement Plus financial return

Confirm To: BOB PFLIBSEN

Comment: DELIVERY 150 DAYS ARO

Customer P.O.
QUOTE

Ship VIA
PRE-PAY/ADD

F.O.B.
DIXON, IL

Terms
Net 30 Days

Quote Expiration
11/25/2017

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	*40711 ELBOW LINER INSTALLED		
1.00	EACH	*40712 Green FLASHERS INSTALLED		
1.00	EACH	*40713 CLEAN OUT DOOR INSTALLED ON BLOWER HOUSING		
1.00	EACH	*40907 PRO PLUS-PROPORTIONAL HYDRAULIC ARM CONTROL W/SEAT		
	EACH	-		

THE ABOVE UNIT HAS A 20 YD BOX

LEAF HOOD-COVERS ENTIRE TOP--20 YD.

HOOD OVER OPERATOR AREA--

(2)-SONETICS APX-OH HEAD SETS
(1) SONETICS SON-150---TOTAL PRICE

Total with all options listed above

\$79,426.76

Freight
Grand Total

\$1850.00
\$81,276.76

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Employee Handbook Revision December 17, 2018

DATE: December 17, 2018

BACKGROUND:

We are proposing the revision to Section 3 and 4 of the Employee Handbook due to the addition of full-time EMS employees who work 24 hour shifts under the Kelly schedule- a nationally recognized scheduling plan for emergency first responders.

RECOMMENDATION:

Motion to approve the proposed Employee Handbook Revisions.

ATTACHMENTS:

- ▣ Employee Handbook - Revision December 17, 2018

City of Charlevoix

Employee Handbook

City of Charlevoix
Charlevoix, Michigan
231-547-3270
www.charlevoixmi.gov
December 17, 2018

Approved by City Council: August 20, 2018

THIS EMPLOYEE HANDBOOK IS NOT INTENDED TO SERVE AS A CONTRACT OF EMPLOYMENT -- EXPRESS OR IMPLIED. Unless otherwise stated by contract, the City of Charlevoix offers all employment “at will”. That is, either the employee or the employer may terminate employment at any time, with or without cause and with or without notice.

This employee handbook is intended solely for informational and guidance purposes with respect to areas of employment relations covered within it. The information in this handbook reflects the policies, procedures, and benefits in publication. THE CITY RESERVES THE RIGHT TO CHANGE, DELETE, OR ADD POLICIES, PROCEDURES OR BENEFITS AT ANY TIME, IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE.

THIS EMPLOYEE HANDBOOK IS, AND SHALL REMAIN, THE PROPERTY OF THE CITY OF CHARLEVOIX. THE HOLDER OF THIS HANDBOOK MUST SURRENDER IT UPON TERMINATION/RESIGNATION OR UPON RECEIPT OF A NEW HANDBOOK.

NOTE: The City of Charlevoix is also referred to in this Handbook as “the City”.

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SECTION 1: GENERAL INFORMATION

1.1 APPLICABILITY AND SCOPE OF COVERAGE

This Handbook summarizes personnel policies and benefits that are applicable to all City employees (unless otherwise noted). For example, employees who are members of a union that have a signed current/valid Collective Bargaining Agreement with the City will be entitled only to those benefits specified in the union contract. All other aspects of this Handbook will apply to union employees unless abridged or modified by the Contract: the union contract shall be the governing document for such abridgements or modifications.

Similarly, the City may enter into individual employee contracts at certain levels. In such cases, the contract terms will take precedence; the Handbook will apply only when the contract is silent.

1.2 PURPOSE OF THE HANDBOOK

The Handbook is designed to acquaint the employee with the City, to provide a ready reference for most employment questions, and promote uniform understanding and application of the City's policies, procedures, practices, and benefits. Moreover, the Handbook identifies individual authority for policies, procedures, practices, and benefits.

The contents of this Handbook constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. In the insurance and benefit plans, the current insurance or benefit plan documents will provide further details.

1.3 RESERVATION OF RIGHTS

The City reserves the right to make changes in policies, procedures, or benefits at any time, with or without notice; however, changes will apply prospectively only. Changes in policies, procedures, or benefits described in this Handbook may be made only by the City Manager with appropriate City Council approval. No one is authorized to add, delete, or otherwise alter the policies stated in the Handbook through oral or written statements except as stated above. This Handbook should not be viewed as creating any kind of employment contract. The employee has the right to terminate his/her employment at any time and the City has the same right.

1.4 EXCLUSIVE POLICY STATEMENT

The policies stated in this employee handbook are the property of the City and supersede all previous policies, practices, and/or verbal statements of anyone associated with the City, its predecessors and/or its authorized agents.

1.5 EMPLOYMENT AT-WILL

This Handbook is not intended nor does it create or imply the existence of a contract of employment. Employment with the City is "at-will" unless covered under a contract. This means that an individual employee or the City may terminate the employment relationship at any time, with or without cause, with or without notice. This standard of employment is applicable to all employees, regardless of status, unless an employee has a written employment contract with the City. No representative of the City has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing with the exception of an agreement in writing, signed by the City Manager. The City Charter, however, provides that the City Council may enter into employment contracts with individuals for certain enumerated positions, such as the City Manager position.

1.6 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal employment opportunity employer and provides employment and advancement opportunities to its employees without discrimination because of race, color, religion, sex, age, national origin, disability, military status, genetic information, or any other protected characteristic established by law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, promotion, training, benefits, termination, or other terms and conditions of employment. All positions are filled on the basis of the applicant's qualifications for the job: ability, experience, and education required to perform the position.

If an employee believes that he or she has been the victim of discrimination, he/she should bring the matter immediately to the attention of the department head, Human Resources, or the City Manager. After receiving such a complaint, the City will undertake a full and complete investigation of the charges. If it is determined that discrimination has occurred, the City will take steps to eliminate that discrimination and will take disciplinary action against any employee whom it determines engaged in discriminatory behavior. The City prohibits retaliation against any employee who reports discrimination or harassment or who participates in an investigation of such reports.

1.7 AMERICANS WITH DISABILITIES (ADAAA) AND MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT (PWDCRA)

Consistent with the Americans with Disabilities Act and Amendment Act (ADAAA) and the Michigan Persons with Disabilities Civil Rights Act (PWDCRA), the City does not discriminate against qualified individuals with regard to job application procedures, hiring, termination, employee compensation, advancement, job training, or other terms, conditions, and privileges of employment. Moreover, the City will make every effort to make reasonable accommodations for individuals with disabilities.

Pursuant to MCLA 37.1210(18), the PWDCRA, a person with a disability or handicap who requires reasonable accommodation to perform the essential functions of his/her job, must notify the City Manager of that need, in writing, within 182 days after the need is known.

1.8 WORKPLACE HARASSMENT

It is the position of the City that harassment of applicants, employees, and others on the basis of race, religion, color, national origin, ancestry, handicap, medical condition, disability, marital status, age, gender, and genetic information is unacceptable and will not be tolerated. It is also the position of the City that no one will be retaliated against for making a complaint of harassment. This policy applies to all employees, contractors, vendors, and others who represent the City.

Sexual harassment has been defined generally as including "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, whenever (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment."

- No employee or applicant should be subjected to unsolicited or unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.
- Sexual harassment is not limited to demands for sexual favors. It also may include such actions as (1) sexually-oriented verbal "kidding," "teasing," or jokes; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a

sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) physical contact or blocking movement.

- Sexual harassment does not refer to occasional compliments of a socially acceptable nature or consensual personal and social relationships (without a discriminatory employment effect). It refers to behavior which is not welcome and which is personally intimidating, hostile, or offensive.

Other prohibited forms of harassment include jokes, verbal abuse and epithets, degrading comments, the display of objects and pictures and other offensive conduct relating to an individual's race, religion, color, national origin, ancestry, handicap, medical condition, disability, marital status, or age as defined and protected by applicable law.

Any employee who feels that he or she has been the subject of harassment (or who has reason to believe that someone else has been the subject of harassment) has the obligation to notify the City Manager or any other department head immediately. The complainant is expected to provide information that the City requests, including a detailed account of the incident(s) complained of, witnesses (if any), dates, and other information considered relevant by the City. A prompt investigation of the matter will be made. All employees - whether complainant, witness or accused - are required to be truthful, accurate, and cooperative during the City investigation(s).

Anyone who is found to have engaged in workplace harassment will be subject to appropriate discipline, which may include termination of employment. Nevertheless, no one should be presumed to be in violation because an investigation is being conducted.

1.9 RELATIVES/NEPOTISM

The City of Charlevoix is committed to a policy of employment and advancement based on qualification and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Definitions:

Relative/Family Member. Family member is defined as one of the following: relationships by blood or adoption – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin; and relationships by marriage (as defined by state law) – husband, wife, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above, and cohabitating couples/significant others.

Direct Supervisory Position. Direct line of authority through which employees can initiate or participate in decisions directly benefiting the relative. Such decisions include (but are not limited to) hiring, retention, transfer, promotion, wages, training, and leave requests.

Relatives of persons currently employed may be hired only if they will not be working directly for or directly above a relative, or if they will not occupy a position in the same line of authority. Due to the potential for perceived or actual conflicts of interest, the following restrictions apply to the hiring of relatives:

- Individuals will not be hired or promoted into a position that would create a conflict.

- If employees begin a dating relationship or become relatives, partners or members of the same household, and one party is in a supervisory position, the higher ranking person is required to inform the department head and City Manager of the relationship.
- Employees who find themselves in a position of perceived or actual conflict of interest will have 60 days to resolve the situation on their own, for example, by means of a transfer within or employment outside the City. Thereafter, the employees' supervisors will work with the City Manager to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

If action is taken by the City, such as a reduction-in-force, which results in an involuntary circumstance in which two relatives, partners, or members of the same household report to each other, one of the employees must be reassigned within 60 days. During those 60 days, the senior ranking employee may not have involvement or direct input in the employment decisions of the other employee and must defer such decisions to the City Manager or his/her designee.

Any exceptions to this policy must be approved by the City Manager and must be accompanied by written justification.

SECTION 2: EMPLOYMENT POLICIES

2.1 EMPLOYMENT REFERENCE CHECKS AND BACKGROUND INFORMATION

The City may conduct background checks (including criminal, credit, references, driving record history, et al) of applicants and employees for/in certain positions. An authorization signed by the applicant is required as a prerequisite for employment with the City. This requirement does not change the at-will nature of employment with the City. Similarly, it should not be interpreted as a job offer.

2.2 EMPLOYMENT CLASSIFICATION

Employees are classified by two different categories for payroll and benefit purposes (regular or seasonal). These classifications do not guarantee employment for any specific period of time, and therefore the employee is still at-will.

Each City employee will be classified in one of the following categories:

Regular full-time - An individual who has been hired to work at least 30 hours a week, 130 hours per month, or 1560 hours per year in a position/appointment of indefinite duration. These employees are eligible for benefits.

Regular part-time - An individual who has been hired to work less than 1560 hours a year in a position/appointment of indefinite duration. These employees may be eligible for some benefits as set forth elsewhere in the Handbook.

Seasonal or Temporary - Seasonal or temporary employees are hired for a specific season, a specific task or a specific time, usually less than six months but not to exceed 12 months. All seasonal employees are non-union, at-will, and are not eligible for benefits.

In addition to the above categories, each employee is designated as either EXEMPT or NON-EXEMPT as required by Federal Law. Non-exempt employees are entitled to compensation at

time and a half for each hour worked over 40 in a work week. Exempt employees are paid on a salary basis and are not entitled to overtime.

An employees' EXEMPT/NON-EXEMPT status is determined by the employee's job duties meeting certain tests set forth in the Fair Labor Standards Act and such classification may only be changed by management with written notification.

2.3 INTRODUCTORY PERIOD & PERFORMANCE EVALUATIONS

A specified period of time (normally three months), is set aside during which a newly hired, promoted, or transferred employee's performance is evaluated. However, this period does not alter the at-will nature of employment. One's employment may be terminated by the City or the employee at any time for any reason or no reason, with or without notice.

All employees receive regular performance evaluations.

2.4 ATTENDANCE

The regular, daily attendance of each employee is essential to the successful operation of the City. Regular and prompt attendance at work is required of all employees. However, it is understood that unavoidable circumstances may require an employee to be absent or tardy on occasion. If any employee will be absent/tardy, he/she must notify his/her supervisor within a half hour of his/her scheduled starting time.

An absence may be excused for personal or family illness, jury duty, a death in the immediate family, or several other reasons that require an employee to miss a part of or all of a scheduled workday. An employee must be able to substantiate the reasons for an absence should the City ask him/her to do so. Such absences will be recorded as excused if the employee asks his/her supervisor for the necessary time off in advance and obtains prior approval.

An employee's failure to request advance approval, or to report his/her absence in the manner described above, will result in the absence being recorded as unexcused. All instances of absence/tardiness will be noted in employees' attendance records and may heavily affect his/her evaluation. If an employee's attendance record indicates frequent absences, he/she will be required to document reasons for subsequent absences at the request of management, so the absence can be excused. Unexcused or excessive tardiness or absenteeism could result in disciplinary action up to and including termination.

Unreported absences (no call, no show) for three (3) consecutive days will be deemed an immediate, voluntary resignation.

2.5 ETHICAL CONDUCT

The City Council passed an Ethical Conduct Ordinance (No. 793 of 2018). This ordinance applies to all employees. See Appendix A to view this ordinance.

2.6 RULES OF CONDUCT

As representatives of the City, employees are expected to dress* and conduct themselves in a professional manner while representing the City. They are required to report to work on time, ready to work in a safe and efficient manner and to follow the rules required of the assigned department, written or implied. Employees will immediately report any safety violation to his/her supervisor. (See Section 5 – Safety Policies.)

* It is the City's expectation that employees dress appropriately while representing the City, especially if they are dealing with the public in person. Our employees must use their own good judgment and err on the side of caution.

Honesty and integrity are important personal qualities. Dishonesty in any form, including but not limited to falsifying one's employment application or any other records connected with one's employment, will not be tolerated, and will be grounds for discipline up to and including immediate termination. The City expects strict adherence to all Federal, State, and Local laws.

Following is a list of unacceptable behaviors which may result in disciplinary action up to and including termination. Other inappropriate behaviors or actions may be subject to disciplinary action up to and including termination as well.

1. Making false statements as to the reasons for being absent or reasons for not properly reporting an absence.
2. Failure to call-in an absence in a timely manner.
3. Leaving work without the supervisor's permission.
4. Abuse of sick/time off policies.
5. Failure to start work promptly after breaks and meal periods.
6. Unauthorized possession of City property or another employee's property.
7. The making or publishing of any vicious, defamatory, malicious, or deliberately false statements concerning any employee, supervisor, the City or its work or services.
8. Theft or misappropriation of City property or another employee's property.
9. Deliberately damaging, misusing, destroying, abusing, or misplacing property/records belonging to the City or another employee.
10. Disorderly conduct, horseplay, threatening, or abusive behavior or interfering with another employee or supervisor.
11. Discourteous conduct toward citizens or other employees.
12. Use of offensive or abusive language.
13. Instigating a fight or fighting on City premises at any time.
14. Sabotage.
15. Refusal to perform a job assignment or insubordination.
16. Carelessness, failure to meet work standards, or failure to follow instructions.
17. Sleeping on City time.
18. Conviction of a felony while a City employee.
19. Violation of the City's Substance Abuse Policy.
20. Smoking in unauthorized places.
21. Causing hazardous or unsafe working conditions.
22. Violation of a safety rule.
23. Violation of the City policy governing telephone, computer, and voicemail usage.
24. Failure to immediately report any work-related injury or illness.
25. Falsification of time card/sheet.

2.7 SUBSTANCE ABUSE

Employees are the City's most valuable resource and employee health and safety are paramount. Hence, the City of Charlevoix is committed to maintaining a workplace free from drugs and alcohol. Moreover, the public has a right to expect that City personnel are physically and mentally prepared to perform their duties at all times. All employees must understand their responsibility to preserve the public's trust and confidence. Therefore, consent to and compliance with this policy is a condition of employment.

Employees are prohibited from the use, possession, storage, manufacture, distribution, or sale of illegal drugs (including marijuana and inhalants), illegal drug paraphernalia and/or alcohol while on duty or when performing or in a state of readiness, such as lunch or rest breaks, and whether on or off City premises. Employees shall not report to or be at work after consuming alcohol and/or after taking illegal drugs. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication. Misuse includes using another individual's prescription medication or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees must notify their department heads of the anticipated use of any medication that can affect the employee's physical or mental ability to perform required work.

Employees shall be subjected to drug and alcohol testing if a reasonable suspicion is presented, if they are involved in a work-related accident, and/or if they are charged with a drug-related criminal offense. Employees normally shall be sent for testing only while reporting to, at work, or on the employer's premises. Reasons for testing shall be documented in writing and provided to the employee.

Employees must notify their department head within five (5) days of any criminal drug statute convictions. Future conviction, guilty plea, or plea of *nolo contendere* (no contest) for a drug-related criminal offense; a refusal by the employee to consent and to cooperate regarding drug and alcohol testing, including without limitation, tampering or substitution of a specimen; testing positive for an illegal drug or alcohol; and any other violation of this policy will result in disciplinary action up to and including immediate termination from employment.

Consistent with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here.

2.8 POLITICAL ACTIVITIES

All City employees shall be entitled to exercise their rights as citizens subject to applicable State and Federal laws. To the extent political activity of certain kinds and types may interfere with the performance of their duties, employees shall be expected to follow the guidelines below:

- While on City time or in the course of performing their job duties, employees will refrain from all election-related activity, electioneering, and/or campaigning.
- Employees will not work as partisan poll workers or challengers in local City elections.
- No City employee will be required or expected to contribute funds, time, services, or assistance to any election campaign or issue or to support any candidate or issue in any election.
- No employee will serve as an elected official of the City, nor shall he/she serve in any elected position that may produce a conflict of interest with the City.
- Employees are prohibited from using their official capacity as an employee with the City to influence, interfere with or affect the results of an election.

In addition, a City employee is not eligible to be a member of the City Planning Commission [Section 15(5) of the planning enabling act, MCL 125.3815(5)].

2.9 RESIDENCY

Within 90 days of their date of employment, all regular full-time employees are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix. The City Manager may allow an additional 90 days for a new employee to comply with residency requirements. If the employee's spouse is employed by a public employer and a conflicting/competing residency requirement results, this section shall not apply to the City of Charlevoix employee (prohibited by MCL 15.602).

2.10 DISSEMINATION OF INFORMATION

When dealing with the public, employees must keep in mind that they should be courteous and provide factual answers to questions. Questions pertaining to areas outside the employee's level of responsibility or expertise are to be referred to the proper department or department head.

All news relating to policy will be released via the City Manager's office. Hence, dissemination of information to the public shall be approved by the City Manager and handled only by those employees with direct knowledge of and responsibility for the subject.

2.11 CONFIDENTIALITY

Employees of the City may, from time to time, come in contact with information that is confidential. Any and all information gathered or heard by employees during their employment will be construed as the property of the City and must be held confidential. Such information may include, but is not limited to, the identity of customers, business plans, financial information, information concerning other employees, or other business-related information. Requests for information that may be confidential will be directed to the City Manager. Moreover, the information remains the property of the City after termination.

2.12 SOCIAL SECURITY NUMBER PRIVACY

In accordance with the Social Security Number Privacy Act, the City will keep all social security numbers confidential and will not disclose social security numbers unlawfully. Personnel and payroll records are kept in locked file cabinets, accessible only to the City Treasurer/payroll, Human Resources, and the City Manager. The City uses one's social security number only for limited administrative purposes, as allowed by law. Currently, these include: to verify employment, to investigate driving history, and to administer City benefit programs. In accordance with record retention guidelines any documents containing social security numbers will be shredded. Any person who violates this privacy policy is subject to discipline up to and including termination.

Note: See Appendix B for City of Charlevoix Resolution No. 2006-03-01, Resolution Establishing Social Security Number Privacy Policy.

2.13 PRIVACY POLICY DISPOSAL/SHREDDING OF SENSITIVE DATA

The City has procedures in place for the disposal of sensitive data in compliance with the Federal Trade Commission regulation of 2004. This regulation dictates the proper disposal of consumer report information and records under the Fair and Accurate Credit Transaction Act of 2003 (FACTA, Pub. L. 108-159, 111 stat. 1952) and the Fair Credit Reporting Act (FCRA 15 USC 1681 et seq.). Accuracy, privacy, limits on information sharing, and new consumer rights to disclosure are included in the FACTA (Pub. L. 108-159, 111 Stat. 1952). These added sections are intended primarily to help consumers fight the growing crime of identity theft.

Sensitive data includes:

1. Personal information including telephone numbers, addresses, and/or social security numbers.
2. Credit checks, background checks, or consumer reports.

All employees that have access to or obtain sensitive data must keep the information confidential. Should any document containing sensitive data need to be disposed of, such document will be shredded. Employees in violation of this policy will be subject to discipline up to and including termination of employment.

2.14 KEEPING US INFORMED

The employee's current address, telephone number, emergency contact, and information about family status must be recorded in the office. Any changes in this information must be reported immediately in writing to Human Resources. This is very important to the employee and the City in the event of an emergency and in connection with such things as Social Security, reporting tax withholding, insurance benefits, correspondence, changes in work schedules, etc. Notify the City whenever changes occur in the following areas:

1. Change of home address and/or telephone number;
2. Marital status (marriage, divorce, or legal separation, etc.)
3. Birth or death in the immediate family;
4. Legal change of name;
5. Changes in citizenship status;
6. Changes affecting insurance programs, such as beneficiaries;
7. Health issues or disabilities that require a workplace accommodation; or
8. Work-related injury or illness.

2.15 SECONDARY EMPLOYMENT AND COMMUNITY INVOLVEMENT

A regular employee may accept secondary employment on his/her own time if it does not interfere or conflict with the employee's performance of his/her primary City job.

This policy also applies to City employees who wish to perform a second City job, such as a seasonal position. The City may also refuse to approve the hiring of a current City employee for a second City position, seasonal or otherwise, for any reason, including but not limited to avoiding overtime liability. Exempt City employees are prohibited from taking a second job with the City.

Similarly, employees are encouraged to engage in community and charitable activities, including directorships in non-profit community organizations, as long as such involvement does not conflict with City interests or create demands that interfere with the employee's primary City job duties.

2.16 JOB POSTINGS

All open positions will be posted at City Hall and on the City's website. Employees are responsible for monitoring job opening notices and for completing and submitting an application form during the posting period for a particular job. All job postings should contain the job title, department, and a brief description of the hiring specifications and duties.

To be eligible to apply for a posted position, the employee must be capable of performing the essential functions of the job, with or without accommodation.

2.17 RESIGNATIONS AND TERMINATIONS

Although the employee or the City may terminate the employment relationship at any time, the City requests that the employee provide a minimum of a two week notice of his/her intent to resign.

Failure to provide this notice will be noted in the personnel file and may affect the employee's eligibility for re-employment with the City.

Upon retirement, resignation, or termination, employees are expected to return the City's equipment (e.g. keys, pagers, files, papers) in good working condition within 24 hours of departure. If equipment is not returned, a payroll deduction may be arranged to recover the replacement cost(s) of said equipment.

If possible, the City Manager or his/her designee will conduct an exit interview with a departing employee.

An employee whose employment ended in good standing may be considered for re-hire.

2.18 PERSONAL PROPERTY

Employees should exercise care over any personal property or effects (purses, money, etc.) they bring onto the City premises. The City is not responsible if such items become damaged, lost, or stolen.

2.19 RIGHT OF INSPECTION AND SEARCH

The City reserves the right to search City vehicles and lockers if a reasonable suspicion exists, based on specific objective facts and reasonable inferences drawn from those facts, that stolen property, unauthorized prescription drugs (prescription drugs not prescribed for the person who has them), illegal drugs, controlled substances, or alcohol will be found on the person or in the particular place to be searched.

2.20 USE OF CITY VEHICLES

City-owned vehicles used by City employees will be available for official use during working hours only. The exceptions to this rule are at the discretion of the City Manager and the department head to determine an employee's access to City vehicles outside working hours. Authorization of extended use will be made in writing. All City employees will pick up and return the City vehicle to the same designated parking area at the beginning and end of each work period (i.e., start of shift to lunch hour; end of lunch hour to end of shift; start to end of any work periods; or in response to emergency service calls).

There will be no smoking or pets allowed in City vehicles. City vehicles interiors will be kept neat and free of garbage. Interiors will be wiped down and exteriors washed as needed.

2.21 VEHICLE SAFETY

When driving City vehicles or when driving any vehicle for the purpose of conducting City business, traffic laws and safety rules must be complied with, as well as the rules stated in the Substance Abuse policy. Also, all employees driving such vehicles must have a valid driver's license and have the valid driver's license on their person at all times.

Under no condition are employees allowed to give non-employees permission to drive City vehicles. The picking up of hitchhikers or transporting unauthorized persons/packages is strictly prohibited. Seatbelts must be worn at all times.

If an employee is involved in any accident while operating a City vehicle, he/she is to notify his/her supervisor immediately. In addition, it is the employee's responsibility to notify the City Manager or department head of any change of status (restriction, suspension, etc.) on his/her driver's

license prior to driving any City vehicle or when driving any vehicle for the purpose of conducting City business.

Cell phone usage while driving greatly compromises reaction time and is a dangerous distraction. Talking on a cell phone while driving is legal, however, texting is illegal. The City highly recommends that employees avoid using their cell phone while driving and instead pull over to a safe area or use a hand-free device.

2.21 (a) IDLING GUIDELINES FOR CITY VEHICLES

On June 20, 2011, City Council passed the following:

I. PURPOSE

These idling guidelines are intended to reduce City operation expenses, lower emissions produced by City vehicles and improve air quality for residents and visitors. The City of Charlevoix strives to improve the quality of life for its residents by protecting the natural environment.

II. RESEARCH

Well-documented research has proven that:

1. Excessive warm-ups are harmful to the engine and the environment.
2. Excessive idling hurts engines and the environment.
3. Block-heaters are good for engines and the environment.

III. GUIDELINES

No City of Charlevoix vehicle or piece of equipment should be left running when the driver is not present after proper start procedures. A City vehicle will not be permitted to idle unnecessarily, unless it is being operated according to the manufacturer's specifications or unless specifically exempted below. Diesel and gas engines are subject to different exemptions. There shall be no idling near air intakes, e.g. ambulance docks, or near groups of people, e.g. parades.

IV. EXEMPTIONS

A. For Police and Public Works Vehicles

1. Police and Public Works vehicles may be allowed to idle at the scene of an emergency response where lights and other accessories are needed in order to respond to the situation. This includes vehicles that need to run in order to charge batteries and run lights, etc. for their primary function.
2. Police and Public Works vehicles may be allowed to idle during non-emergency response situations, such as traffic detail, only when idling is necessary to perform the job at hand.
3. Emergency vehicles, such as ambulance and police vehicles, which may have contents sensitive to extreme heat and cold may be allowed to idle as necessary to maintain adequate internal temperatures.
4. Vehicles with passenger compartments that need to be maintained at a reasonable temperature may be permitted to idle during extremely hot or cold weather conditions.

B. For All Vehicles

1. Any vehicle that needs to be running during service or repair is permitted to idle, but only for as long as absolutely necessary.
2. Any vehicle that needs to defrost its windshield in order to drive safely is permitted to idle, only for as long as it takes to defrost and maintain a clear windshield.

C. Additional Diesel Engine Specific Exemptions

1. Regardless of weather conditions, a diesel engine may be permitted to warm up for no more than five (5) minutes.
2. It is encouraged that block heaters (with timers) be installed and used in diesel-powered vehicles, in which case the above exemption for diesel engines will not apply, except when the vehicle is away from its garage.

3. Exemption C.1, above, does not apply if a vehicle is already warmed up and an operator stops the vehicle for a short time (i.e. quick coffee break) or if the diesel vehicle is stored inside and the inside temperature is substantially higher than outside.

There will be an educational period of fifteen (15) calendar days during which supervisors should educate their employees regarding these guidelines. After this period, it will be the responsibility of supervisors to enforce these guidelines. Department heads will be asked to monitor compliance and report to the City Manager within six (6) months of these guidelines taking effect. Department heads will also be encouraged to make suggestions for improvements or changes, especially in cases where the guidelines cause hardships, and are unworkable or lead to unsafe conditions.

2.22 USE OF OTHER CITY PROPERTY

Personal use of other City property (e.g., copy machine, cell phone) is permitted only with approval by the City Manager or his/her designee. Permission to use the City's property must be approved prior to use. Failure to obtain permission to use City property for personal use while on the job may result in discipline, up to and including immediate termination.

2.23 PERSONAL TELEPHONE CALLS & TEXTS

Employees may make local calls/texts (or receive personal calls/texts) only in case of emergency or on work breaks. Lengthy or frequent calls may result in the loss of this privilege. Violation of this policy will result in discipline up to and including immediate termination.

2.24 COMPUTERS, EMAIL, AND INTERNET USAGE

The City's computers, internet, email system, software, electronic files, and telephone systems are intended for City business only. All information on City computers, network, email and voicemail systems are the sole and exclusive property of the City.

Because of the nature of this data, the City reserves the right to examine, monitor, regulate, and access all information on the City computers, network, files, email and voicemail systems, internet usage, and any information transmitted by or stored in its technology systems, whether onsite or offsite, even if personal passwords have been assigned.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to legal discovery so employees must be aware of this possibility when communicating electronically within and outside the company.

Employees do not have a personal privacy right to any matter created, received, or sent from the City's telephone, network, Internet or email systems. Therefore, employees should not put personal data or other information on these computers.

Employees are prohibited from downloading, copying, or acquiring any software without prior written consent from their department head. Copyrighted materials belonging to entities other than the City's may not be transmitted by employees on the company's network without permission of the copyright holder.

Due to the significant risk of harm to the City's electronic resources, employees should not bring personal computers or data storage devices (such as CDs/DVDs, external hard drives, USB / flash drives, "smart" phones, iPods/iPads/iTouch or similar devices, laptops or other mobile computing devices, or other data storage media) to the workplace and connect them to the City's electronic systems unless expressly permitted to do so by their Department Head.

Email may not be used to solicit or to advocate non-city or purely personal interests, religious or political causes. Employees may not use the City's Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. Messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference is strictly prohibited.

An employee must receive permission from his/her manager to have his/her personal cell phone access his/her City's email account.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. Employees should notify their department head upon learning of violations of this policy.

2.25 CELL PHONE AND PAGER USE, LAPTOPS, AND GAS CARDS

Personal cell phones may be used during business hours when business needs require immediate access to a co-worker. The City may issue a business cell phone for work-related communications. Use of City cell phones for personal use other than in emergency situations is prohibited. In order to avoid incurring a tax liability for the personal use of this equipment, the employee should use such phones for business purposes only.

Note, however, that unless approved by the City Manager, the use of personal cell phones rather than City-provided phones for City business is not reimbursable.

Employees who are provided with City equipment are expected to protect equipment from loss, damage, or theft. The employee may be held responsible for any unauthorized charges and for replacement/repair charges incurred from the loss, damage, theft, or negligent use of the equipment.

2.26 SOCIAL MEDIA/NETWORKING

This policy covers employee activity on all social networking sites including, but not limited to, LinkedIn, Facebook, Twitter, YouTube, blogs, and any other online social networking or any other form of online publishing or discussion.

Social-networking activities by City employees are subject to all existing policies that govern the use of the City's rules of conduct, communication, and computer systems, as well as those policies that protect the confidentiality of City information, and those which prohibit unlawful discrimination or harassment.

If an employee participates in social networking online, he/she must make it clear in his/her on-line activity that the views and opinions expressed are his/her own, have not been reviewed by the City, and do not represent the views and opinions of the City. Consequently, employees should not use the name, logos, or copyright protected material of the City.

The following additional prohibitions apply:

- Employees are prohibited from listing the City email address unless the social networking site is used purely for City business or professional purposes.
- Employees are prohibited from disclosing information about City business or details of particular projects.

- Employees are prohibited from posting anything obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing about a fellow employee. Employees must remain respectful of the City and its services.
- Failure to obey this policy will lead to discipline.

Any information an employee creates, transmits, downloads, exchanges, or discusses on any social media site is subject to compliance monitoring and may be accessed by the City at any time without prior notice.

2.27 SMOKING POLICY

In compliance with the Public Health Clean Indoor Air Regulation, the City is a smoke-free working environment. The Clean Indoor Air Regulation states: "Smoking is prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer owned or leased vehicles if occupied by more than one employee, and all other enclosed facilities."

The regulation further states: "Smoking shall be prohibited near entrances, windows and ventilation systems of all worksites and public places where smoking is prohibited by this regulation. Any individual who owns, manages, operates or otherwise controls the use of any premises subject to jurisdiction under this regulation shall establish a no smoking area which extends a reasonable distance from any entrances, windows and ventilation systems to any enclosed areas where smoking is prohibited; such reasonable distance shall be a distance sufficient to insure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to insure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems or any other means. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas."

This policy applies to all employees, volunteers, citizens, vendors, or contractors.

Persons observing a violation of this policy should bring it to the attention of the City Manager. Complaints will be investigated and action taken to resolve the issue as soon as possible.

Persons found to have violated this policy will be subject to disciplinary action. Any fines directed to the City will be the fiscal responsibility of the person or persons in violation of this ordinance.

2.28 WORKPLACE VIOLENCE

The City is committed to providing a safe, secure work environment for its employees and to helping prevent violence, threats, or intimidating actions by or against any employee or visitor on or off the premises while engaged in business.

The City may, in its sole discretion,

- Conduct pre-employment criminal background investigations before extending an offer of employment (or make an offer of employment contingent upon the results of a criminal background check).
- Implement security measures to restrict unauthorized entry to the premises, allow security surveillance of the premises, and otherwise foster an orderly and safe working environment.

- Promote through education and practices the value of a nonviolent environment and lifestyle.
- Discipline employees, up to and including termination of employment, who threaten or commit acts of violence, abuse, or intimidation. Threats and acts of violence include, but are not limited to, acts communicated orally, graphically, electronically, nonverbally or in written form, with or without acts of force.
- Remove immediately any City visitor or employee who threatens or commits an act of violence on the employer's premises.
- Pursue criminal prosecution as appropriate of employees or others who commit criminal offenses against the City or its employees.
- Encourage all employees to promptly notify management of any work-related threats or acts of aggression, abuse, or intimidation by employees or non-employees. Such reports will be treated in a confidential manner, to the extent feasible. The City will not permit or condone any retaliation against any employee who makes a report in good faith pursuant to this policy.
- Provide counseling, medical, security, or other services as needed to employees who are victims or witnesses of work-related violence.

SECTION 3: HOURS AND PAY PROCEDURES

3.1 WORK SCHEDULES

Work Day - The standard work day consists of eight (8) hours, although actual starting and ending times are dependent upon the needs of the various City departments.

Work Week - The standard work week is forty (40) hours, consisting of five (5) work days of eight (8) hours per day.

Police and EMS Personnel – Police and EMS Departments schedules will vary.

Flex Time - In some instances, when mutually agreed upon by the employee and the department head, the standard work day and work week schedule can be modified to provide for a “flex time” schedule which can include increasing the number of hours within a work day and decreasing the number of days in a work week.

Telecommuting - In some instances, when mutually agreed upon by the employee and the department head, a regular employee may perform all or a portion of his/her job duties from a location other than his/her regular work site.

3.1 (a) CITY EMPLOYEES RESPONDING TO EMERGENCIES

City employees who are also Paid-On-Call employees of the Charlevoix EMS Department and the Charlevoix Township Fire Department shall be allowed to respond to emergencies while at work under the following conditions:

1. The employee is engaged in a task that will not endanger a fellow employee or the public if the employee does not stay at their post.
2. The employee will only respond to true emergencies where lives are thought to be in danger, or there is a reasonable likelihood of significant property damage (no duty crew runs).

3. The incident commander shall allow that employee to return to their regular job as quickly as practical.

Note: Since EMS crews (unless there is a general call for all EMS personnel, which only happens in the case of a mass casualty incident) are scheduled in advance, this process does not include EMS runs.

When called to respond to an emergency while at work, the employee will clock out of their regular department. Upon returning to their regular job shift, the employee will clock back in.

3.2 TIME RECORDING

Accurate records of time worked are essential to both the employee and the City. The City has provided a means for accurately recording time worked, lunch periods, overtime, absences, etc. Accordingly, work performed by hourly employees must be recorded in accordance with specific departmental practice. Employees must “record in” when their shift/work day starts and “record out” at the end of their working time. All employees are required to record in and out using their own time card/sheet. Under no circumstances is an employee to record another employee’s time or permit another employee to record his/her time. If an employee forgets to record in or out, he/she must see his/her supervisor in order to record the correct time.

3.3 COMPENSATION/PAY

The City strives to ensure that all employees are paid fairly and that internal and external equity are maintained within the limits of its revenue stream. Hence, the City participates in and reviews the results of periodic salary surveys.

Pay will be at the rate provided on the “Employee Change of Status Report” form.

All employees are subject to deductions from pay for State and Federal income tax and Social Security/Medicare. In addition, regular full-time employees may be subject to deductions from pay for retirement. No other deductions will be made unless authorized by the employee or required by a governmental unit.

The work week for hourly employees begins Sunday at 12:01 a.m. and ends the following Saturday at midnight. The pay period shall be composed of two work weeks and the work year is 26/27 pay periods. Employees will be paid on Friday of every other week for work performed the preceding pay period. If the regular pay day falls on a holiday or weekend, pay will be received on the prior working day.

Employees should review their pay stubs regularly and report any discrepancies or errors to the City within 14 days of receipt of an erroneous paycheck, so that the City can investigate and issue a corrected check in a timely fashion.

3.4 OVERTIME

Non-exempt employees shall receive time and one-half (1½) at their straight-time rate for all hours worked in excess of forty (40) in one work week. Sick, vacation, personal, and holiday will be counted as hours worked for the purpose of computing overtime payments. For EMS employees working 24 hour shifts under the Kelly schedule, sick, vacation, personal, compensatory leave usage and holiday not worked will not be counted as hours worked for the purpose of computing overtime payments due to scheduled overtime. Unpaid leave shall not count as hours worked.

Exempt employees are paid on a salary basis and are not entitled to overtime. Refer also to Section 3.5 (a) Compensatory Time for Exempt Employees.

Overtime will only be approved when it is not possible to adjust work schedules to provide essential staffing. All overtime must be approved in advance by the employee's supervisor.

An employee who works overtime without prior approval from his/her supervisor will be subject to discipline, up to and including termination.

Training and Travel - Time spent in approved training activities, meetings, and conferences is considered compensable for the purposes of calculating non-exempt overtime; however, time spent in travel is considered compensable time worked only in so far as it meets certain conditions.

Home-to-work travel – Generally home-to-work travel is not considered compensable time, regardless of how long the commute or whether the employee travels to a different worksite for the job.

Overnight travel – Travel away from home is work time when it crosses the employee's work day because it merely replaces other duties. Overnight travel outside the employee's normal work schedule is not compensable (in terms of calculating overtime pay) unless it is active/productive. That is, the time an employee spends traveling is considered active work and compensable. Similarly, time spent driving oneself (versus traveling as a passive passenger on a public conveyance) is also considered time worked. Again, meals and sleep time are not considered compensable hours worked in the calculation.

3.5 COMPENSATORY TIME FOR NON EXEMPT EMPLOYEES

The determination to use compensatory time is left to the discretion of each department head. If the decision is made to allow the use of compensatory time, it must be administered in the same manner for each non-union non-exempt employee in that department.

All non-union non-exempt employees will be allowed to earn compensatory time, in lieu of overtime pay, at the rate of one and one-half (1½) hours for each hour worked in excess of 40 hours in a workweek, and must be approved in advance by the department head.

The use of compensatory time will be scheduled within each department between the department head and the employee involved. An employee must be permitted to use accumulated compensatory time unless it would unduly disrupt the department's operations.

Non-exempt employees may accumulate a maximum of forty (40) hours of earned compensatory time and carry forward a maximum of sixteen (16) hours into the next calendar year. Any unused hours above the maximum will be paid to the employee in the first pay of that next calendar year.

Upon termination or retirement, the employee will be paid for each hour of accumulated compensatory time at their final regular rate of pay. This payment will be made as a part of the final paycheck.

3.5 (a) COMPENSATORY TIME FOR EXEMPT EMPLOYEES

In special situations, an exempt employee may earn compensatory time with the prior approval of his/her supervisor.

All exempt employees who work on a holiday will receive compensatory time for hours worked.

Exceptions include Premium Pay situations and special employment agreements. Exempt employee comp time is earned at the rate of one hour for each hour worked.

Exempt employees may accumulate a maximum of forty (40) hours of earned compensatory time and may carry forward a maximum of sixteen (16) hours into the next calendar year and will not receive payment for unused compensatory time under any circumstances. Special or extenuating circumstances will be addressed on an individual basis and with the approval of the City Manager.

3.6 PREMIUM PAY/ON CALL/PER DIEM PAY FOR EXEMPT EMPLOYEES

Exempt employees may be eligible for additional compensation for performing work in addition to their normal job duties. In certain circumstances, such work may qualify the employee for premium pay defined as financial compensation in addition to the employee's annual salary. Such compensation must be approved in advanced by the City Manager.

When a department is lacking sufficient staffing for proper operations, an exempt employee, with the appropriate qualifications, may be required to fill in for a pre-determined amount of time. In such cases the employee will be paid time and a half (1½) at their base rate of pay for any hours beyond the normal workweek.

Certain City operations require that there be an on-call person at all times. In such cases when it is necessary for an exempt employee to participate in the on-call rotation, he/she will be paid at a flat rate of \$31.00 per day. If called out, payment will be at time and a half (1½) his/her base rate of pay, at a minimum of two (2) hours.

There may be situations that require an exempt employee to devote time and/or effort above and beyond the normal course of business. In those situations where such special circumstances exist, an exempt employee may be eligible to receive compensation at a per diem rate. The City Manager will determine eligibility and rate of compensation in advance on a case-by-case basis.

All forms of premium pay will be paid as part of the pay period in which the time or effort were incurred.

SECTION 4: EMPLOYEE BENEFITS

4.1 PAID TIME OFF

4.1 (a) HOLIDAYS

The City recognizes the following nine holidays each year.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

Regular full-time are granted 8 hours of pay at their regular pay for the following days: Part-time employees who are regularly scheduled on one of the recognized holidays will receive holiday

pay at their regular rate for their normal work schedule (i.e. normally work 4.5 hours per day they would receive 4.5 holiday pay)

All exempt employees who work on a recognized holiday will receive compensatory time for hours worked.

All non-exempt who work on a recognized holiday will receive “premium pay” which is paid at time and a half of employee’s regular rate of pay for hours worked up to a maximum of eight (8) hours.

Whenever a holiday falls on a Saturday, the preceding day will be recognized as a holiday and when a holiday falls on a Sunday, the following day will be recognized as a holiday. However, the holiday will be recognized on the calendar day that it falls for EMS staff who work 24 hour shifts under the Kelly schedule.

4.1 (b) PERSONAL LEAVE

Regular full-time employees are credited twenty four (24) hours of personal leave hours each calendar year (on January 1). Personal leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date. These hours must be taken in the calendar year in which they are credited or they are forfeited. Personal leave hours must be scheduled with and approved by the department head or the City Manager. Personal leave hours can be used in one-quarter hour (1/4) increments. No payment for unused personal leave hours is made upon an employee’s departure.

Hire Date or Date Returned to Work	Number of Personal Hours
January through April	24
May through August	16
September through December	8

FULL-TIME EMS – WORKING UNDER THE KELLY SCHEDULE	
Hire Date or Date Returned to Work	Number of Personal Hours
January through April	36
May through August	24
September through December	12

4.1 (c) VACATION LEAVE

New employees, upon completion of 6 months of employment, who work a forty (40) hour workweek schedule, shall be credited with forty (40) hours of vacation leave. Once the new employee has completed one full year (2080 hours) of employment, they shall be credited with an additional forty (40) hours of vacation leave.

New EMS employees, who work 24 hour shifts under the Kelly schedule, shall be credited with sixty (60) hours of vacation leave. Once the new EMS employee has completed one full year of employment, they shall be credited with an additional sixty (60) hours of vacation leave.

Upon completion of two full years of employment, the employee will be credited with vacation leave based on the following scale.

Regular full-time employees, who normally work a forty (40) hour workweek schedule or EMS employees who work 24 hour shifts under the Kelly schedule, shall be credited with vacation leave at their anniversary date based on the following scale.

In consideration of transitioning from a calendar year accrual to an anniversary date accrual, employees will be credited in 2019 as follows:

1. On January 1, 2019, current employees will be credited with vacation hours according to years of employment identified in the scale below. Upon employee's 2019 anniversary date, employee will also receive a prorated credit to make them whole.

Example: An employee who on December 31, 2018, has reached seven (7) years of employment, will be credited with 152 vacation hours according to the scale below. Credit will occur on January 1, 2019. This employee, who has an April hire date, will also be credited with an additional 41 vacation hours on their April 2019 anniversary date. As a result, this employee would have a total of 193 vacation hours available to use until their April 2020 anniversary date.

2. Employee will follow the scale below on their 2020 anniversary date.

Credited Years of Full Time Employment as of Employee's Anniversary Date	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	40
1	40
2	80
3	120
4	128
5	136
6	144
7	152
8	160
9	168
10	176
11	184
12	192
13	200

FULL-TIME EMS – WORKING UNDER THE KELLY SCHEDULE	
Credited Years of Full Time Employment as of Employee's Anniversary Date	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	60
1	60
2	120
3	180
4	192
5	204
6	216
7	228

8	240
9	252
10	264
11	276
12	288
13	300

3. Vacation leave shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. An employee who works eight (8) hours a day, five days a week, shall record eight (8) hours of leave time when taking a day off on vacation leave. If the employee works a ten (10) hour day, four (4) day workweek, and takes a day off for vacation, he/she shall record ten (10) hours of vacation leave. EMS employees who work 24 hour shifts on the Kelly schedule shall record twenty-four (24) hours of leave time when taking a day/shift off on vacation leave.
4. Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year. Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
5. Unused and accrued vacation hours are paid upon an employee's departure.
6. When an employee leaves active employment or retires from City service, accrued and carry over vacation will not be considered as pay for the purpose of extending or further accumulating benefits, including health care, sick leave, vacation, etc.
7. All vacation will be taken at the convenience of the department and must have prior approval of the department head; department head vacation is subject to prior approval of the City Manager.
8. Vacation leave hours can be used in one-quarter hour ($\frac{1}{4}$) increments.
9. A maximum of eighty (80) hours of vacation leave may be carried forward from one calendar year to the next and any unused hours in excess of eighty (80) are forfeited. EMS employees who work 24 hour shifts under the Kelly schedule may only carry a maximum of 120 hours of vacation leave from one calendar year to the next and any unused hours in excess of 120 are forfeited. Special or extenuating circumstances will be addressed on an individual basis and with the approval of the City Manager.

4.1 (d) SICK LEAVE

Starting January 1, 2019, and each year thereafter, eligible employees are credited with ninety-six (96) hours of sick leave. EMS employees who work 24 hours shifts under the Kelly schedule are credited with 144 hours of sick leave. Sick leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date identified below.

Hire Date or	Sick	Hire date or	Sick
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Date Returned to Work	Leave Hours	Date Returned to Work	Leave Hours
January - February	96	July – August	48
March - April	80	September- October	32
May – June	64	November - December	16

EMS Employees who work on the Kelly Schedule			
Hire Date or Date Returned to Work	Sick Leave Hours	Hire date or Date Returned to Work	Sick Leave Hours
January - February	144	July – August	72
March - April	120	September- October	48
May – June	96	November - December	24

1. Unused paid sick leave hours may be accumulated from year to year up to a maximum of 248 hours. EMS employees, who work 24 hour shifts under the Kelly schedule, unused paid sick leave hours may be accumulated from year to year up to a maximum of 372 hours
2. On December 31st of 2018, if the number of accumulated sick leave hours for an individual exceeds 112 hours, then the employee will be paid for those hours in excess of 112 hours at half (1/2) the employee's current rate of pay. *Note: Payout for 2018 is under the previous terms of this Section where maximum sick leave accumulation was 168 hours.*

On December 31, 2019, and each year thereafter, if the number of hours for an individual exceeds 152 hours, then the employee will be paid for those hours in excess of 152 at half (1/2) the employee's current rate of pay. If the number of hours for an EMS employee, who works 24 hour shifts under the Kelly schedule exceeds 228 hours, the employee will be paid for those hours in excess of 228 at half (1/2) the employee's current rate of pay.

3. Employees are eligible to use sick leave hours for personal illness, injury, serious health condition, or temporary disability that necessitates absence from work. Employees can also use sick leave hours to attend doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Sick leave should not be used as "Personal Leave".
4. Employees are eligible to use sick leave hours for illness or injury in the immediate family necessitating absence from work. Employees can also use sick leave hours to accompany an immediate family member to a doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Immediate family is defined as the employee's spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.
5. In order to qualify for sick leave or sickness and accident benefits, an employee must contact his/her supervisor as soon as possible prior to the beginning of a work day or scheduled shift. If the circumstances surrounding the absence make the timely reporting extremely difficult, then the employee must notify his/her supervisor as soon as possible.

6. All sick leave usage requires the submission and approval of a "Request for Absence Report" form.
7. Employees may use sick leave in increments of one quarter (1/4) hour increments.
8. In the event of an absence of more than five (5) regularly scheduled working days, or in the event of hospitalization for any period of time, or if the Employer has reason to believe an employee is misusing sick leave or disability benefits, the employee will be required to provide a medical certification signed by the physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. The City also reserves the right to require periodic medical reports during leaves under this provision. Before the employee returns to work he/she must present a fitness for duty medical statement from his physician.
9. When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused sick leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may also use frozen sick leave hours to make up the difference but only after they have exhausted their regular sick leave hours.
10. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
11. When an employee resigns or is discharged, all benefits under this section are null and void and the employee will not be reimbursed for any accumulated sick leave.
12. If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, only accumulate paid sick leave hours as set forth in Section 4.1 (d).
13. In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave hours that he/she had prior to his/her layoff.
14. When an employee retires under the City's retirement program, he/she shall be entitled to be paid one-half (½) of his/her accumulated unused paid sick leave hours as of the date of retirement. Payment is at the employee's last rate of pay.

NOTE: The 1983 Frozen Bank - Subject to the restrictions specified above for regular sick leave, employees hired before January 1, 1983, have sick leave credits from preceding years in a frozen bank for their use if their annual allotment or accumulation of fifty six (56) hours does not cover an extended illness and their Short Term Disability cannot be used until the fourteenth (14th) calendar day of an illness. Frozen bank hours from 1983 or earlier will be paid to an employee at the hourly rate the employee was earning on January 1, 1983 or the date they became department heads. Upon retirement, an employee with

frozen bank hours from 1983 will be paid for half of the hours remaining in the bank at the wage rate the employee was earning on January 1, 1983.

4.1 (e) SHORT TERM AND LONG TERM DISABILITY PLANS.

The City agrees, at its expense, to establish and maintain for all eligible employees a short-term and long-term disability program through an insurance carrier of the City's selection. Disability benefits are governed by the Plan Document and/or the Summary Plan Description.

1. The Short Term Disability Plan will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which were being earned immediately prior to the disability.
2. The Long Term Disability Plan will provide monthly benefits equal to 60% of the employee's base earnings, which were being earned immediately prior to the disability
3. The waiting period before disability payments can be issued is fourteen (14) calendar days. Employee may use sick, personal, vacation leave hours to satisfy the waiting period. Frozen sick leave hours can also be used, but only if regular sick leave hours have been exhausted. If applicable, parental leave may also be used to satisfy the waiting period.
4. Employees may use available sick, vacation, personal leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under the Disability Plan and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may use frozen sick leave hours, if applicable, once the regular sick leave benefits are exhausted, to supplement the disability plan; however those hours will be paid at the frozen rate of pay.

4.1 (f) CONFERENCES AND TRAINING

Leave with pay will be granted while employees (exempt and/or non-exempt) attend conferences or training sessions which have been approved in advance by the City Manager or department head. However, only non-exempt travel time is compensable if it meets the requirements specified by the Fair Labor Standards Act (FLSA). (See Overtime.) Employees who drive their own vehicle are reimbursed at the standard mileage rate.

4.1 (g) LEAVES OF ABSENCE

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee. Additional personal, sick or vacation leave may be granted from the employee's unused leave banks, not to exceed sixteen (16) hours or twenty-four (24) hours for an EMS employee working under the Kelly schedule. Additional hours may be granted without pay when extenuating circumstances warrant same.

JURY DUTY LEAVE

The regular full-time, part-time, and seasonal employee will be "kept whole" while performing jury duty. Consequently, employees on jury duty will be required to surrender/endorse over any checks received from the court(s) for services rendered. When not assigned to cases, employees

must report to work for the remainder of the day. The City's obligation to pay an employee for jury duty is limited to a maximum of 20 work days in any calendar year.

MILITARY LEAVE

The City follows State and Federal law with respect to military service. Federal and State statutes mandate that the City grant unpaid leave to employees who voluntarily choose to serve in the Armed Forces and National Guard. Military leave must be allowed for active duty, training, or to meet military-related obligations, such as reporting for periodic physical fitness examinations. Employees who are members of the reserve components of the Armed Forces will be granted leave of absence without pay for summer components and/or other periods of activation and reactivation upon presentation of substantiating documentation. It is recommended that leaves of absence for this purpose be taken as a vacation whenever possible.

The City is required under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) to reinstate those returning from services to their former job following discharge or release from active duty, reserve duty, or training.

Upon returning from military service, the employee's rate of pay will be adjusted to recognize any changes that would have occurred had the employee continued working for the City.

1. If the pay range increased, the rate of pay will be set at the point in the range that the employee would have reached if he/she had not left for military service.
2. If the employee returns to a more responsible job, the rate of pay will be based on the present rate for the position and will be at least the same as the lowest paid qualified person in a comparable position.

The USERRA requires the City to offer continuous medical coverage for up to eighteen (18) months to employees who were previously covered by the City's health plan and who are absent due to military service. Moreover, if the military service does not exceed thirty-one (31) days, the employee cannot be required to pay more than had he/she remained actively employed.

The time spent on military leave will be treated as continuous employment for the purpose of accruing credited service for vacation leave, personal leave hours, retirement plans, et al. The City must also allow returning employees the chance to make up missed employee contributions to defined contribution pension plans and must make corresponding City contributions.

PARENTAL LEAVE

An employee shall, after the birth of his/her child or adoption of a child, be granted eighty (80) hours of paid parental leave to bond with the child or (120) hours for EMS employees who work 24 hour shifts under the Kelly schedule. This time can be taken in a block of time or intermittently as needed. This grant will expire and must conclude within twelve (12) months after the birth or adoption. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. Requests for time off must follow the same process as requests for sick, personal and vacation leave.

4.1 (h) REQUESTS FOR TIME OFF

A "Request for Absence Report" form must be completed by the employee when requesting time off (with or without pay).

4.1 (i) LEAVE OF ABSENCES – WITHOUT PAY

Regular full-time employees may be granted leaves of absence without pay as determined by the City Manager. All requests for leave shall be in writing with the terms of the leave set forth in writing when approved.

4.1 (j) MEDICAL COVERAGE DURING LEAVES OF ABSENCE

If an employee is provided group health insurance prior to the leave of absence, the employee is entitled to the continuation of the group health insurance coverage during an approved FMLA leave. If family member coverage is provided to an employee, family member coverage will also be maintained during the FMLA leave. Employees on workers compensation, who have a qualifying “serious health condition” under FMLA, are also entitled to continue their group health insurance coverage.

If leave hours are being used during the FMLA leave, the employee’s share of group health plan premiums will be deducted through payroll deduction. If the employee is not using leave hours, and is therefore on an unpaid FMLA leave, the employee must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. Other authorized deductions (i.e. FSA contributions, co-pays, etc.) still apply during the leave period and will be billed to the employee as necessary.

Group health insurance coverage shall terminate after the first thirty (30) days when an employee is on an unpaid, non-FMLA leave of absence, or any other unpaid leave of absence except in a worker's compensation related situation where sixty (60) days shall govern rather than thirty (30) days. For leaves in excess of 30/60 calendar days, the employee will be required to pay the full premium. (See also COBRA.)

4.2 BENEFIT PLANS

4.2 (a) RETIREMENT BENEFITS

Defined Benefit Plan

For all regular full-time non-union employees, the City contributes to the Municipal Employees Retirement System (MERS) C-1 Plan (1.5 factor). Vesting is ten (10) years of service. (Employees hired prior to April 1, 2012 have a bridged benefit that has a B-4 Plan (2.5 factor) with a frozen Final Average Compensation (FAC) until April 1, 2012 and continue with the C-1 Plan after that date). Both plans have a five (5) year FAC.

Defined Contribution Plan

For all regular full-time non-union employees, the City also contributes 5.6% of gross wages and 3% of base wages to the 457 Deferred Compensation Plan. In addition, the City will match up to an additional 1.9%, equal to the employee’s contribution, whichever is less.

All employees and elected officials are eligible to participate through payroll deduction (without a City match) in the 457 Deferred Compensation Plan.

4.2 (b) MEDICAL/DENTAL/VISION INSURANCE

The City offers the option for regular full-time active employees, who are normally scheduled to work 30 hours or more per week, to participate in one of at least two health plans which include medical, dental, and vision coverage. Plan descriptions and options may vary from year-to-year. Selection is made at time of hire, or thereafter, during the annual open enrollment. The City and

employees share premium costs, which are subject to change. The insurance policies themselves govern the terms and conditions of benefits. Contact Human Resources for complete plan details.

Part-time employees who average 30 or more hours per week during their measurement period may be eligible for the City's health plan; however the employee would be required to pay 100% (of full) cost. (For more details on the eligibility period, please see the Plan Document and Summary Plan Description for the City of Charlevoix Health and Welfare Benefit Plan available in Human Resources or the Treasurer's Office.)

Beginning October 1, 2014, retired employees (union and non-union) will not have access to the City's health care plans, unless employee elects COBRA as defined in Section 4.12.

4.2 (c) SECTION 125 PLAN AND FLEXIBLE SPENDING ACCOUNT

If offered, all regular full-time employees have access to a pre-tax Section 125 Plan and the option to establish a Flexible Spending Account (FSA) for the employee and dependent.

4.2 (d) MEDICAL OPT-OUT REIMBURSEMENT

The City will pay an annual cash reimbursement, based on the single coverage limit (set annually) that a public employer may contribute to a medical benefit plan set forth in MCL 15.563, as amended by 2013 Public Act 270, for the employee who elects not to participate in 1-Person (single), 2-Person (double) or family coverage.

To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage.

Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

4.3 HEALTH SAVINGS ACCOUNT (HSA)

The HSA is an employee-owned, IRS-defined, savings account for use on eligible medical expenses. It is used in conjunction with a High Deductible Health Plan (HDHP). This policy applies to all regular full-time employees covered by the City's HSA/HDHP health insurance plan option. Current employees who select the HSA/HDHP option may be offered a City HSA lump sum contribution of \$2500.00 for double or family (D & F) coverage and \$1350.00 for single (S) coverage. The payment would be effective the date of qualified plan coverage.

New employees selecting HSA/HDHP coverage will receive a prorated HSA contribution on the first pay of the month after completion of their 90 day probationary period.

The City will direct deposit HSA contributions to a City-approved participating bank of the employee's choice. Employees may contribute additional pre-tax monies into their HSA through payroll deduction, up to the legal limits imposed by the IRS. Changes to the payroll deduction amount may be made during open enrollment and/or no more than two other times during the plan year.

All rules pertaining to the use of HSA accounts and funds are governed by current IRS regulations and are the responsibility of the employee. Nothing in this policy creates an obligation on the part

of the City which is inconsistent or prohibited by current State or Federal rules, regulations or laws regarding such plans.

4.4 LIFE INSURANCE

The City shall provide group life insurance benefits to regular full-time employees in the amount of their yearly salary up to a maximum of \$50,000 with an accidental death and dismemberment rider. Life insurance benefits will gradually reduce once the employee reaches age 65.

Beginning May 1, 2014, all future retired employees (union and non-union) will not have access to the City's life insurance plan.

4.5 OTHER INSURANCE

The City may offer regular employees (either regular full-time or part-time or both) the ability to purchase other forms of insurance, such as AFLAC, at the employee's own expense. Such offerings are approved by the City Manager and subject to change.

4.6 MEMBERSHIPS

The City will pay dues for membership in trade or professional organizations and service clubs as approved in advance by the City Manager or department head. Attendance at related meetings during regular work hours must be approved in advance by the City Manager or department head.

4.7 EDUCATION/TUITION ASSISTANCE

The City is interested in supporting the growth and development of its employees. As a means to this end, the City may provide education/tuition assistance to regular full-time employees who have a minimum of one year (12 months) of continuous service. Assistance includes tuition costs associated with formal education beyond the ongoing certification and training required or mandated to remain up-to-date or advance in an employee's current position.

Application must be made to the department head for job-related or otherwise appropriate coursework from an accredited institution of higher education utilizing the approved request form. Advance approval from the department head is required. Scheduling of classes may also require prior approval of the department head if the class may interfere with a work schedule.

Requests will be considered for approval based on the following:

- Relevance to the employee's current position
- Whether or not the employee is on an associate, baccalaureate or advanced (master, doctorate) degree track. Such tracks will receive preference.
- Available funding
- Applications will be processed based on each department's budgeted amount for employee education/tuition.

All costs for registration, application, fees, books, supplies, deposits, and the like, shall be paid by the employee. The City will reimburse 50% of tuition costs only, provided that

- A grade of "C" or better is received in an undergraduate or professional-level course.
- A grade of "B" or better is received in a graduate level course.
- The college bill, receipt of payment, and academic grade are submitted to the supervisor for final approval within 30 days of completion of a class.
- The course or tuition is not eligible for reimbursement under the G.I. Bill, scholarships, grants, or by any other organization.

The City will not reimburse for classes graded “incomplete” or “withdrawn” under any circumstances.

No more than four (4) credit hours per semester or term, and a total of no more than two (2) courses or eight (8) credit hours each fiscal year for each employee will be approved (subject to the departmental educational allotment). Under unusual circumstances or conditions, exceptions to this policy or procedures may be considered by the City Manager providing the requisite department budget has funds available to cover the associated costs.

There will be no requirement for the employee to repay the City for coursework, except as provided below:

- If the City provides financial support for an individual employee for an associate, bachelor, or advanced degree, the employee agrees to remain a City employee for two (2), four (4) and five (5) years respectively upon completion of the degree.
- Should the employee leave active employment, or conduct him/herself in a manner that results in termination with the City within two (2), four (4) and five (5) years of completion of the program, as described above, he/she agrees to reimburse the City for all actual costs expended by the City for the program on a pro-rated/percentage of time remaining on the original commitment. (For example, if an employee completes a bachelor's degree and then leaves after two years, the employee is responsible for repaying the City 50% of the funds expended by the City for the education.)

4.8 MISCELLANEOUS EMPLOYEE BENEFITS/DISCOUNTS

Employment at various recreational facilities owned by the City of Charlevoix bring with it the ability for employees to utilize these facilities at times when they are not on the time clock at the facility. Those opportunities include:

- Mt. McSauba Ski Area employees and one dependent are allowed to ski for free.
- Charlevoix Municipal Golf Club employees will be allowed to golf for free.

City 10% Employee Discounts* on the following:

- One (1) pavilion rental per year at 10% off. Employee must sign the agreement and be present during the rental.
- 10% off registered programs over \$5 (for employee or dependents). Discount excludes trips, extra material fees, tournaments and leagues. Certain programs are not eligible for 10% discount due to instructor contracts, registrants will be informed at the time of registration.
- 10% off employee admission to the Charlevoix Golf Club, Mt. McSauba Ski Hill, Ice Rink and Skate Park.
- 10% off employee season passes to the Charlevoix Golf Club, Mt. McSauba Ski Hill, Ice Rink and Skate Park.

**10% City Employee Discount cannot be combined with other discounts or promotions*

4.9 SOCIAL SECURITY AND MEDICARE

Each employee contributes a percentage of earnings to Social Security/Medicare through payroll deduction. The City contributes similar amounts to the employee's Social Security/Medicare accounts with the U.S. Government. Benefits include retirement income, survivor benefits, and medical benefits. Questions concerning Social Security accounts or benefits should be directed to the Social Security Administration, U.S. Government (www.socialsecurity.gov).

4.10 UNEMPLOYMENT AND WORKER COMPENSATION

The City participates in Michigan's unemployment program as required by law. Questions regarding the unemployment program should be directed to the Unemployment Insurance Agency (www.michigan.gov/uia). Questions regarding worker compensation should be directed to the Workers Compensation Coordinator.

4.11 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12 month period, known as "family and medical leave." The 12 month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

Eligibility

To be eligible for family and medical leave, employees must:

1. Have been employed for at least 12 months in the last seven years (which do not need to be consecutive) by the City; and,
2. Have worked at least 1,250 hours for the City during the twelve months immediately preceding the beginning of requested leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

An eligible part-time employee (less than 40 hours a week for purposes of this policy) is entitled to FMLA leave on a pro-rata basis only.

Reasons for Taking Leave Family and medical leave may be taken for any one, or for a combination of the following reasons:

1. The birth and newborn care of an employee's child after birth, or placement of a child with the employee for adoption or foster care or
2. To care for an employee's spouse, child or parent (but not in-law) who has a serious health condition; or
3. For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
4. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).
5. To care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

A Qualifying Exigency In general, leave may be taken because of a "Qualifying Exigency" where the team member's spouse, son, daughter or parent is on active duty or is called to active duty for any of the following reasons:

- To address issues that arise from an impending call or order to active duty 7 or less calendar days before deployment during that 7 day notice period.
- To attend an official ceremony, program or event sponsored by the military that is related to the call to active duty or active duty of the Military Member.
- To attend certain family support or assistance programs and informational briefings related to the call to active duty or active duty of the Military Member.
- To arrange for alternative child care when the call to duty or active duty necessitates a change in existing arrangements.
- To provide child care on an urgent, immediate basis (but not on a routine, regular or everyday basis), when the need arises because of the call to active duty or active duty.
- To enroll in or transfer a child to a new school or day care facility when necessitated by the call to active duty or active duty.
- To attend meetings with team member at a school or day care facility when attendance is necessary due to circumstances arising from the call to active duty or active duty.
- To make or update financial or legal arrangements to address the covered Military Member's absence caused by the call to active duty or active duty.
- To act as the Military Member's representative before a government agency concerning military service benefits while he/she is called to active duty and for 90 days following termination of active duty.
- To attend counseling for the covered Military Member or his/her child or certain other dependents.
- To spend up to 15 calendar days with the Military Member or his/her child or certain other dependents on leave for rest and recuperation.
- To attend ceremonies and reintegration briefings and events sponsored by the military during the 90 day period following termination of active service.
- To attend to issues surrounding the death of the Military Member.
- To care for a Military Member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty (including making arrangements for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with team member at a care facility).

- To address miscellaneous matters which arise out of the call to active duty or active duty provided the team member and FCB agree that such leave is a "qualifying exigency" and further agree as to the timing, frequency and duration of the leave.

Injured Service Member Leave/Additional Military Family Leave Entitlement

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available on a per injury basis during a single 12 month period and when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. Additional leave may be granted during a subsequent 12 month period for a different injury to the same covered Military Member or for an injury to a different Military Member.

A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness; and veterans who are undergoing medical treatment for a serious injury or illness sustained in the line of duty and who were members of the armed forces within five years preceding the need for such treatment. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Leave Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave requested and/or used. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Each time an individual takes such a leave, the individual's remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. When both spouses are employed by the City, they are entitled to a total of twelve weeks of leave (rather than 12 weeks each) for the birth or placement of a child.

In addition, as outlined above, an employee may be entitled to an additional 14 weeks to care for an injured service member.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

No Work While on Leave – working for another employer or taking another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Pay and Benefits - time off during the FMLA Leave will be unpaid. The individual's coverage under the City's group health plan will be maintained during the leave. Vacation and personal time for employees will not accrue during the unpaid FMLA Leave. An employee may choose to use any available accrued sick, personnel or vacation time while the employee is on FMLA.

Health Benefits Eligible employees and (if applicable) their families remain eligible to participate as employees under the group health plan during one's family and medical leave. This coverage will be provided if the employee or the employee's family was covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. Under this leave the employee can continue to maintain medical insurance coverage at regular employee rates by paying the employee's share of health plan premiums while on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family for a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration Upon returning from a family and medical leave, eligible employees will normally be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, the same as if they had not taken the leave of absence. The purpose is for employees to be in as good a position as they would have been if they had not needed to take this leave.

In addition, use of family and medical leave cannot result in the loss of any employment benefit that employees earned or were entitled to before using family and medical leave.

The exception to this is situations where job restoration of key employees will cause substantial and grievous economic injury. In such situations, the City will notify employees if they qualify as "key employees" if it intends to deny reinstatement, and of their rights in such instances.

Notice of Eligibility For and Designation of FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of their rights and responsibilities in connection with such leave; the City designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and the amount of leave, if known, that will be counted against the employee's leave entitlement. The City will provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights Form WH381 (<http://www.dol.gov>) and provide a written response to the employee's request for FMLA leave using the DOL Designation Notice Form WH-382 (<http://www.dol.gov>).

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA.

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Notice Content – Employees must inform the FMLA Coordinator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this either by requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying.

Calling in sick without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

When Requesting Intermittent or Reduced Schedule Leave – When requesting intermittent or reduced schedule leave for planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City operations, subject to approval from the health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

The City may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must advise the City of the reason why such leave is medically necessary, upon request. When intermittent or reduced schedule need is sought, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear. In its sole discretion, the City may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications – Employees requesting leave because of their own, or a covered relative's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family or service member. The certification must state the date when the serious health condition commenced; probable duration of the employee or family member's condition or the estimated period of time during which the employee will be needed to care for the family member; and all appropriate medical facts upon which the opinion is based. Medical certification for employee's serious health condition will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition Form WH-380-E (<http://www.dol.gov/>). Medical certification for the family member's serious health condition will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition Form WH-380-F (<http://www.dol.gov/>).

If the employee has provided 30 day notice of the need for leave, certification should be submitted before the leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

The City may require a second medical opinion by an independent physician of its choice (and, in some cases a third opinion by a mutually agreeable physician) at the City's expense as a condition of the granting of FMLA Leave based on a serious health condition.

Medical Recertification – Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves

arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member Form WH-385 (<http://www.dol.gov/>). In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Return to Work/Fitness for Duty Medical Certifications

Certification to return to work - Before returning to work, an individual who has been on FMLA Leave because of the individual's serious health condition must provide a certification from the individual's licensed health care provider that the individual is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

Returning to work - Upon completion of FMLA Leave, an employee will be restored to the position held when the leave began, or to an equivalent position with the same or substantially equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits may not be available in such a case where the employee's position or benefits change or have been eliminated during the employee's FMLA Leave.

If an exempt employee is among the highest paid ten percent of the City's employees and within 75 miles of his/her worksite, such an individual may be denied reinstatement if it would impose a substantial economic injury to the City. The City will notify the employee if he/she is a "highly compensated" employee, if the City intends to deny reinstatement, and of one's rights in such instances.

Failure to return to work - An employee who fails to return to work after the expiration of FMLA Leave will be considered a voluntary resignation. The City may recover from the employee the cost of any payments made to maintain the individual's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

General Rules of Leave

Employees may elect to use or the City may require employee to use, any accrued paid time while taking unpaid FMLA Leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA Leave and the paid time will run concurrently with an employee's FMLA entitlement.

Upon written request where allowed by law, the City will allow employees to use accrued paid time to supplement any paid benefits the employee is receiving while on leave.

Leaves of absence taken in connection with a disability leave plan (e.g. sick and accident) or worker's compensation injury/illness shall run concurrently with any FMLA Leave entitlement.

Vacation and personal time for non-exempt employees will not accrue during the FMLA Leave.

Employees will be subject to immediate termination of employment for:

1. Failure to return to work as scheduled following the end of a medical or family leave;
2. Failure to return to work within the maximum time allowed for a leave;
3. Providing false or misleading information or omitting certain information in connection with a family or medical leave;
4. Working for any other business or entity unless prior approval is given by the City Manager in writing;
5. Failure to provide any periodic updates required by the City; or,
6. Violation of any of the City's rules and regulations relating to a family or medical leave (or any other policy).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employee on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

4.12 COBRA

There is a Federal law called COBRA (Consolidated Omnibus Reconciliation Act) which requires the City to offer employees and/or their dependents the opportunity to continue their own health care and dental care benefits when certain events occur that would terminate participation under the plan. The City does not pay any COBRA costs.

Initial notice of continuation coverage rights under COBRA

For employees covered by one of the City's health care plans (the Plan), this notice contains important information about the employee's right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to employees and to other members of their family who are covered under the Plan when the employee would otherwise lose their group health coverage. The purpose of this notice is to generally explain COBRA continuation coverage, when it may become available to the employee and their family, and what the employee needs to do to protect the right to receive it. This notice gives only a summary of COBRA continuation coverage rights. For more information about rights and obligations under the Plan and under Federal law, review the Summary Plan Description which can be obtained from the Plan Administrator. The Plan Administrator contact is the City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270. The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

An employee will become a qualified beneficiary if the employee will lose his/her coverage under the Plan because either one of the following qualifying events happens:

1. Hours of employment are reduced, or
2. Employment ends for any reason other than gross misconduct.

The spouse of an employee will become a qualified beneficiary if he/she will lose coverage under the Plan because any of the following qualifying events happens:

1. Spouse dies;
2. Spouse's hours of employment are reduced;
3. Spouse's employment ends for any reason other than his/her gross misconduct;
4. Spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. Divorced or legally separated.

Dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his/her gross misconduct;
4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the plan as a "dependent child."

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the City must notify the Plan Administrator of the qualifying event within 30 days following the date coverage ends.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), the City must notify the Plan Administrator. The Plan requires the employee to notify the Plan Administrator within 60 days after the qualifying event occurs. Notice must be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that Plan coverage would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18 month period of COBRA continuation coverage can be extended.

1. If the employee or anyone in his/her family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and the employee notifies the Plan Administrator in a timely fashion, the employee and his/her entire family can receive an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The employee must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of determination and before the end of the 18

month period of COBRA continuation coverage. This notice should be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.

2. If the employee's family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in the employee's family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, the employee must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice should be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.

The employee must keep the Plan Administrator informed of any address changes for the employee and his/her qualified beneficiaries.

Questions about COBRA continuation coverage should be directed to the City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270 or an employee may contact the nearest Office of the U.S. Department of Labor Employee Benefits Security Administration (EBSA), the addresses of which can be found at www.dol.gov.

It is imperative that an employee notify the City immediately of any of the above changes that the City would not already know about, such as divorce or dependent child eligibility. Additional information will be provided at that time with instructions regarding application, payment, and deadlines.

4.13 LONGEVITY

Full-time and *part-time year-round employees shall be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

<u>Years of Service As of December 1st</u>	<u>Annual Payment</u>
Five (5)	\$200.00
Ten (10)	\$300.00
Fifteen (15)	\$400.00
Twenty (20)	\$500.00
Twenty-Five (25)	\$600.00
Thirty (30)	\$700.00

This payment will be made on the first pay period following December 1st of each year.

*If employee was at seasonal status and changes to year-round part-time status, the City will use the date employee changed their status to Part-time as the hire date for longevity purposes.

SECTION 5: SAFETY POLICIES

5.1 EQUIPMENT

Employees should operate machinery only when they have been instructed in its safe use. This includes all City vehicles, powered grounds keeping equipment, and power tools. Employees are

expected to report all equipment damage, defects and/or problems to their supervisor as soon as possible so that appropriate repairs are made.

5.2 PROTECTIVE DEVICES

Protective devices such as safety glasses, hard hats, and other safety equipment are provided as required to regular employees and must be worn as required.

Proper goggles will be provided and must be worn when grinding, chipping, welding, solvent cleaning, or doing any work where flying particles may cause injury to the eyes. Safety glasses are REQUIRED in the shop (MUST be OSHA approved). If the employee wears prescription glasses, he/she MUST have OSHA approved prescription lenses and side shields, or wear safety glasses over his/her prescription glasses.

Disposable hearing protection is provided upon request and non-disposable types may be available by special request.

Leather shoes which have low heels, rubber heels and soles, or any other common shoe that enclose the feet are required in the shop. However, tennis shoes are not allowed for sheet metal shop personnel. Steel-toed work shoes are encouraged for all sheet metal shop personnel or persons working around any type of power equipment.

Seasonal employees shall be required to wear protective (steel-toed) footwear in any City department that requires the same of regular employees and/or if the seasonal employee is engaged in lawn-mowing, weed whipping, or any other activities which may cause injury to feet. The seasonal employee is responsible for providing their own protective footwear and will be forbidden from performing any task that requires same until appropriately protected. All other required safety equipment for the seasonal employee will be provided by the City.

5.2 (a) PROTECTIVE DEVICE REIMBURSEMENT

The City will reimburse a full-time regular employee for the cost incurred for the "safety lens option" (must provide a doctor receipt specifying the additional cost of the safety lens) if the employee is required to wear safety glasses and the department head has determined "generic" non-prescription glasses are not appropriate.

The City will pay an annual flat amount to full-time regular employees required to wear safety shoes.

5.3 REPORTING ACCIDENTS, INJURIES, AND SAFETY VIOLATIONS

All accidents involving City employees or City vehicles must be reported to the employee's department head and then to the Treasurer, and an Incident Report must be completed on each accident. It is especially important to complete an Incident Report if there is damage to property or any possible indication of liability on the part of the City, its employees, or its agents.

In case of any injury, NO MATTER HOW SLIGHT, the injury must be reported to one's supervisor or a manager immediately. An employee should not treat one's own or a co-workers injuries or remove foreign particles from the eye, unless under emergency circumstances. Failure to report injuries promptly may exclude the employee from benefits to which he/she may otherwise be entitled.

The City's number one priority is to create the safest working environment for all employees. The City is committed to fully investigate any and all claims of safety violations. The City expects all

employees to immediately report any safety violation to his/her supervisors. Failure to do so endangers not only the employee but co-workers.

5.4 HAZARDOUS MATERIALS

All pertinent information concerning chemicals used by the City is included in a Material Safety Data Sheet (MSDS) located in a notebook in City Hall and at appropriate City buildings. The City's written Hazard Communication Program is also included in the MSDS notebook.

5.5 SAFETY RULES

It is the policy of the City to provide and maintain safe working conditions, to follow operating practices that will safeguard all employees, and to create safe working conditions and efficient operations.

The City expects all employees to be safety conscious and to assist in finding conditions at work sites and offices that might cause an accident. If the employee notices or suspects unsafe conditions, he/she should notify one's supervisor or a manager immediately.

1. Horseplay (including throwing of objects or water), and practical joking can result in serious injuries or death and are strictly prohibited and punishable. Yelling, whistling, loud radio playing or any other kind of confusion that could cause a delay in calling for assistance is not allowed.
2. Equipment is to be used only for its intended purpose.
3. Poor housekeeping can be the cause of accidents, wasted material, and wasted time. Maintain clear aisles, stack material neatly and solidly, return tools and equipment to their proper storage places, and keep floors clean and clear of debris. Stairways and exits must be clear at all times.
4. Report any irregularity in equipment immediately to one's supervisor or a manager. Do NOT operate until inspected and/or repaired.
5. Keep tools and equipment in clean, good condition and ensure that they are properly positioned to avoid slipping.
6. Do NOT use chairs or stools to stand on. Use approved ladders; ensure that they are properly positioned to prevent slipping.
7. When repairing any power equipment the employee must be authorized to work on such equipment and follow proper lockout and blocking procedures.

City of Charlevoix
Employee Handbook
APPENDIX A

The Charlevoix City Council met on Monday, June 18, 2018 with Mayor Luther Kurtz presiding. All Councilmembers were present. The following is an excerpt from the official records of said meeting:

Motion by Cole, seconded by Kalbfell, to approve Ordinance No. 793 of 2018, as follows:

**CITY OF CHARLEVOIX
ORDINANCE NO. 793 of 2018**

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLEVOIX BY ADDING A NEW CHAPTER, WHICH NEW CHAPTER SHALL BE DESIGNATED AS CHAPTER 10 OF TITLE 1 – ADMINISTRATION OF SAID CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title I, Chapter 10, Sections 1.801 through 1.806 of the City Code are hereby added as follows:

**CHAPTER 10
ETHICAL CONDUCT**

1.801. Ethical Conduct.

- (1) The citizens of Charlevoix are entitled to have fair, ethical and accountable local government that has earned the public's full confidence for integrity.
- (2) Furthermore, the effective functioning of democratic government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
- (3) To this end, the Charlevoix City Council adopts this ordinance to assure public confidence in the integrity of local government and its effective and fair operation. Serving in local government is the holding of public trust. This trust should never be undermined.

In all actions, employees, the City Manager, and City Council members will adhere to all local, state and federal laws regulating ethical action. Various professional codes of ethics and other similar documents may be used to supplement determinations of ethical conduct.

1.802. Conflicts of Interest.

- (1) Conflicts of interest will naturally occur from time to time and in such cases when they may or do in fact arise, should be presented publicly to diminish the potential of actual or perceived special interests.
- (2) *Definitions.* For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - (a) "Conflict of interest" may occur when action by the city, either through its employees, its boards, committees, commissions or other such bodies, or the City Council, could be construed as impacting negatively or positively an interest of an employee or Council Member, his or her relatives, business or financial investments, property, or other interests.
 - (b) "Immediate family" shall mean the spouse, child, parents, brother, sister, half- sister, half-brother or the spouses of any listed relatives. All relationships shall include those arising from adoption and marriage.

- (c) "City Council", except where specifically referred to, shall refer to the Mayor and each member of the City Council.
 - (d) "Boards, Commissions, Committees" shall refer to those boards, committees, commissions, or other bodies created by statute, local ordinance, resolution, local policy and any and all subcommittees those bodies may, from time to time, create.
- (3) City Council reporting of conflicts of interest.
- (a) If a case may arise when a Council Member or the Mayor has a conflict of interest, he or she shall make known the potential conflict in open session when City Council business might involve such interest. The Council Member or Mayor need not provide detail on the potential conflict so as to injure a client or patient relationship.
 - (b) In addition to the general rule on conflicts of interest above, the following specific conflicts of interest are specifically prohibited:
 - (i) *Holding of other offices.* No Council Member shall hold any other city office or employment during the term for which they were elected to the Council except where specifically allowed by the Charter and/or statute.
 - (ii) *Voting involving a conflict of interest.* No member of the Council shall vote on any question in which he, she or a member of their immediate family as defined in this subchapter, has a financial interest, other than the common public interest, or on any question concerning his or her own conduct. Council Members who may have a financial interest shall state such interest and then refrain from debating, commenting, or otherwise seeking to influence the Council on such question.
 - (iii) If a member of City Council believes that another member of City Council has a conflict, he or she shall raise such perceived conflict. If the member in question does not concede a conflict, the majority of the remaining Council Members may vote to prohibit that Council Member or the Mayor who may have a conflict from participating in that item of business. The Council shall solely be the judge of its own members and the Mayor.
- (4) Board, Committee, Commission Conflicts of interest.
- (a) If a case may arise when a member of a board, committee, or commission has a conflict of interest, he or she shall make known the potential conflict in open session when the body might conduct business involving such interest. The member need not provide detail on the potential conflict so as to injure a client or patient relationship.
 - (b) In addition to the general rule on conflicts of interest above, the following specific conflicts of interest are specifically prohibited:
 - (i) *Voting involving a conflict of interest.* No member of the body shall vote on any question in which he, she or a member of their immediate family as defined in this subchapter, has a financial interest, other than the common public interest, or on any question concerning his or her own conduct. Members who may have a financial interest shall state such interest and then refrain from debating, commenting, or otherwise seeking to influence the Council on such question.
 - (ii) If a member believes that another member has a conflict, he or she shall raise such perceived conflict. If the member in question does not concede a conflict, the majority of the remaining body members may vote to prohibit that member who may have a conflict from participating in that item of business.
- (5) City Manager reporting of conflicts of interest.

- (a) If a case may arise when the City Manager has a conflict of interest, he or she shall make written notification of such conflict to the Mayor and the City Clerk. To the extent possible, the City Manager's involvement in the situation will be minimized to avoid the appearance of impropriety. The City Manager's conduct shall at all times be in accord with the ICMA Code of Ethics.
- (b) It shall not be deemed a conflict of interest by the City Manager to enforce or cause to be enforced zoning or ordinance violations in keeping with standard practice. It shall also not be deemed a conflict of interest for action to be taken by the city to improve or otherwise conduct normal public activities in the neighborhood where the City Manager may reside.
- (6) *Employee reporting of conflicts of interest.* If a case may arise when an employee of the city or the city's Attorney, Auditor, or other professional contractor may have a conflict of interest, he, she, or the corporation, partnership or entity shall promptly report such conflict or potential conflict to the City Manager. The City Manager shall determine what steps if any may be necessary to avoid the potential for preferential or adverse action because of the conflict.
- (7) *Council appearance before other bodies.* City Council shall not appear before or seek to influence members of other Boards, Commissions, or Committees except when they may be appointed to such body, serve as a member by virtue of statute or Charter, or may be invited to address the body by a majority vote of the body.
- (8) *General prohibition.* The City Council, board, committee, and commission members, the City Manager, and city employees should not take any special advantage of services, goods or opportunity for personal gain that is not available to the public in general.

1.803. Statutory Prohibitions.

In accord with Public Act 196 of 1973 (being M.C.L.A. §§ 15.342 et seq.) the following shall apply to members of the City Council, the City Manager, and all other employees of the city.

- (1) *Confidential information.* The City Council, the City Manager, or an employee shall not divulge to an unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public.
- (2) *Personal opinions.* The City Council, the City Manager, or an employee shall not represent his or her personal opinion as that of the city.
- (3) *Use of city resources.* The City Council, the City Manager, or an employee shall use city personnel resources, property, and funds judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
- (4) *Acceptance of gifts.* The City Council, the City Manager, or an employee shall not solicit or accept a gift or loan of money, goods, services, or other thing of value for the benefit of a person or organization, other than the state, which tends to influence the manner in which the public officer or employee or another public officer or employee performs official duties.
- (5) *Use of office for private gain.* The City Council, the City Manager or an employee shall not engage in a business transaction in which the public officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the person has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours except for annual leave or vacation time shall not be considered a business transaction pursuant to this division if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with this state.
- (6) *Outside employment.* The City Council, the City Manager, or an employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with

the discharge of the officer or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.

- (7) *Negotiation for private gain.* Except in cases of an employment agreement or contract, the City Council, the City Manager, or an employee shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the person has a financial or personal interest.

1.804. Non-Discrimination.

The city will not discriminate against any person in the provision of public service or employment on the basis of gender, race, creed, age, sexual orientation, language proficiency, income level, or any other legally protected classification. Such non-discrimination provisions may be limited by state or federal law.

1.805. Promulgation.

- (1) The City Manager is authorized to draft policies, procedures, and other documents necessary to enforce provisions of this subchapter. To the extent deemed necessary, statements from this subchapter may be appended to contracts with outside vendors and contractors. The City Manager may also revise the city's Personnel Policy as needed to reflect this subchapter.
- (2) Upon approval of this ordinance and upon assuming office, the Mayor, Council Members, board, committee, and commission members, the City Manager and employees the City Manager may designate from time to time shall affirm their commitment to ethical conduct and this ordinance by signing the form below:

As a _____ of the City of Charlevoix, I agree to uphold the Ethical Conduct Ordinance of the City of Charlevoix and conduct myself by the following model of excellence. I will:

- Recognize the worth of all individuals and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff, and the public are free to express their ideas and work to their full potential;
- Respect the dignity and privacy of individuals and organizations;
- Respect and maintain the nature of confidential and privileged information and opinions acquired as a result of my position;
- Conduct my public affairs with honesty, integrity, fairness and respect for others;
- Avoid and discourage conduct that is divisive or harmful to the best interests of Charlevoix; and
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit.

I affirm that I have read and fully understand the Code of Ethics for the City of Charlevoix.

Signed

Dated

1.806. Penalty.

- (1) *Violations by Council members and board, commission, and committee members.* Violation of any provision of by a member of the City Council or a board, commission, committee may be punishable by action of the City Council to censure, reprimand, or otherwise discipline its own members or those of a board. Additionally, violations may also be felonies or misdemeanors under state or federal law.
- (2) *Violations by employees.* Violation of any provision may subject an employee to punishment up to and including termination. In addition to employment disciplinary action, the city may seek remedy in a court of competent jurisdiction for damages.

SECTION 2. Severability.

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 793 of 2018 was adopted on the 18th day of June, 2018 A.D., by the Charlevoix City Council as follows:

Motion by: Cole
Seconded by: Kalbfell

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

State of Michigan } §
City of Charlevoix }

Luther Kurtz, Mayor
Joyce M. Golding, Clerk

CERTIFICATION

I, the undersigned, City Clerk of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 793 of 2018 adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a regular meeting held on June 18, 2018 and published in the *Charlevoix Courier* on June 22, 2018, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated: June 22, 2018

Joyce M. Golding
Joyce M. Golding, City Clerk

City of Charlevoix
Employee Handbook
APPENDIX B

Motion by Councilmember Bob Timms, seconded by Councilmember Sherm Chamberlain to approve 2006-03-01 as follows:

CITY OF CHARLEVOIX
RESOLUTION No. 2006-03-01
RESOLUTION ESTABLISHING
SOCIAL SECURITY NUMBER PRIVACY POLICY

At a regular meeting of the Charlevoix City Council held in the Charlevoix City Hall located at 210 State Street, Michigan, on March 6, 2006.

PRESENT: Council members Gabe Campbell, Sherm Chamberlain, Shirley Gibson, Bill Haggard, Bob Timms, and Gene Beer
ABSENT: None

Recitals

WHEREAS, the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81 *et seq.*, (the "Act") requires a person who obtains one or more social security numbers in the ordinary course of business (including a local unit of government) to create a privacy policy concerning social security numbers that complies with the requirements of the Act; and

WHEREAS, the Charlevoix City Council desires to comply with the Act and hereby creates the following Social Security Number Privacy Policy.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Charlevoix City Council hereby establishes the following Social Security Number Privacy Policy for the City:

1. Purpose:

The City of Charlevoix (the "City") is required by the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81 *et seq.*, (the "Act") to create a privacy policy concerning the social security numbers that it possesses or obtains. This Privacy Policy, therefore, sets forth the City's policies and procedures regarding how social security numbers are obtained, stored, transferred, used, disclosed and disposed.

2. Policy:

It is the policy of the City to protect the confidentiality of social security numbers obtained in the ordinary course of city business from employees, vendors, contractors, customers or others. No city official or employee shall knowingly obtain, store, transfer, use, disclose, or dispose of a social security number that the City obtains or possesses, except in accordance with the Act and this Privacy Policy.

3. Procedure:

A. Obtaining Social Security Numbers. Social security numbers should be collected only where required by Federal and state law or as otherwise permitted by Federal and state law for legitimate reasons consistent with the Act and this Privacy Policy. When the City obtains a social security number, the individual from whom the social security is obtained shall be entitled to know the purpose, intended use, whether the number is required to be provided by law, and the consequences of not providing the number.

Legitimate reasons for collecting a social security number include, but are not limited to:

- Applicants may be required to provide a social security number for purposes of a pre-employment background check.
- Copies of social security cards may be obtained for purposes of verifying employee eligibility for employment in accordance with the Immigration Reform and Control Act.
- Social security numbers may be obtained from employees for tax reporting purposes (i.e., IRS Form W-4), for new hire reporting or for purposes of enrollment in any City employee benefit plans.
- Social security numbers may be obtained from creditors or vendors for tax reporting purposes (i.e., IRS Form 1089).

- Social security numbers may be obtained to verify an individual's identity related to accounts, transactions and services with the City.
 - Social security numbers may be obtained to investigate an individual's claim, credit, criminal, or driving history.
 - Social security numbers may be obtained to detect, prevent, or deter identity theft or another crime.
 - Social security numbers may be obtained to lawfully investigate, collect, or enforce a child or spousal support obligation or tax liability.
- B. Public Display.** All or more than four sequential digits of a social security number shall not be publically displayed and shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a social security number shall be kept out of public view at all times.
- C. Account Numbers.** Except as permitted by the Act, all or more than four sequential digits of a social security number shall not be used as a primary account number for an individual.
- D. Computer Transmission.** All or more than four sequential digits of a social security number shall not be used or transmitted on the Internet or on a computer system or network and shall not be used to gain access to a computer system or network, unless the connection is secure or the transmission is encrypted.
- E. Mailed Documents.** City documents containing all or more than four sequential digits of a social security number shall not be intentionally mailed to a person, unless one of the following exceptions apply. In addition, any document or information mailed or otherwise sent to an individual shall not have all or more than four sequential digits of a social security number visible on or, without manipulation, from outside of the envelope or packaging.
- (i) State or Federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear on the document.
 - (ii) The document is sent as part of an application or enrollment process initiated by the individual.
 - (iii) The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
 - (iv) The document or information is a public record and is mailed by the City in compliance with the Michigan Freedom of Information Act.
 - (v) The document or information is a copy of a vital record as provided by law and is mailed to a person entitled to receive that record.
 - (vi) The documentation or information is mailed by or at the request of an individual whose social security number appears in the document or information or his or her parent or legal guardian.
 - (vii) State or Federal law authorizes, permits or otherwise requires the mailing of the document containing all or more than four sequential digits of the social security number.
- F. Freedom of Information Act.** Where all or more than four sequential digits of a social security number are contained within a document subject to disclosure under the Freedom of Information Act, the social security number shall be redacted or otherwise rendered unreadable before the document or copy of a document is disclosed.
- G. Storage.** All documents containing social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.
- H. Retention and Access to Social Security Numbers.**
- (i) All records containing social security numbers (whether partial or complete) will be maintained in secured files.
 - (ii) All paper records containing social security numbers must be stamped "Confidential," "Controlled Document," or some similar identifying mark.

- (iii) Only personnel who have a legitimate business reason will have access to records containing social security numbers. The department heads having access to records containing social security numbers shall determine which other personnel within their departments have a legitimate reason in the City's ordinary course of business to have access to such social security numbers.
 - (a) Employees whose jobs entail regular access to records containing social security numbers shall be trained in the requirements of the Act and this Privacy Policy.
 - (b) Where a record containing a social security number is to be disseminated to persons outside of the City of Charlevoix, to persons within the City of Charlevoix who are not authorized or trained in the Act and this Privacy Policy, or where the social security number is not relevant to the purpose for which the record is being shared, the social security number shall be redacted or otherwise rendered unreadable.
 - (iv) Employees using records containing social security numbers will take appropriate steps to secure such records when not in immediate use. Such steps may include:
 - (a) Placing such records in a locked desk or file drawer when not in use.
 - (b) Using password protection or screen-savers on computers and computerized records to prevent unauthorized access to or viewing of such records by others.
 - (v) Inactive records containing social security numbers will be retained in accordance with the requirements of state and Federal laws and then destroyed in a manner that continues to ensure this confidentiality. For purposes of this Privacy Policy, "inactive records" are those where there is no longer a current employee, supplier or customer relationship.
- I. Disposal.** Documents containing social security numbers shall be retained in accordance with the requirements of state and Federal laws. At such time as documents containing social security numbers are disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the social security numbers, such as shredding.
- J. Unauthorized Use or Disclosure of Social Security Numbers.** The City shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee, who knowingly obtains, uses or discloses social security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The City will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses social security numbers through the City for unlawful purposes.

4. Exceptions to Privacy Policy:

- A. Authorized Use of Social Security Numbers.** This Privacy Policy shall not apply to the use of all or more than four sequential digits of a social security number that is authorized or required by state or Federal law, by court order or rule, or pursuant to legal discovery or process.
- B. Agencies Authorized to Use Social Security Numbers.** This Privacy Policy shall not apply to the use of all or more than four sequential digits of a social security number by officers of the Charlevoix City Police and the City Attorney as part of a criminal investigation.
- C. Authorized Disclosure of Social Security Numbers.** This Privacy Policy shall not apply to the disclosure of all or more than four sequential digits of a social security number to a title IV-D agency, law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

RESOLVED this 6th day of March, 2006.

Resolution adopted by the following yeas and nays votes:

Yeas: Campbell, Chamberlain, Gibson, Haggard, Timms, and Beer
 Nays: None
 Absent: None

RESOLUTION DECLARED ADOPTED.

CITY OF CHARLEVOIX

By: _____
Norman Carlson, Jr., Mayor

CERTIFICATION

I, the undersigned, the Clerk of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at its regular meeting held on March 6th, 2006, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated: 07/03/06

Carol A. Ochs, Clerk

RECEIPT AND ACKNOWLEDGMENT PAGE

1. I hereby acknowledge receipt of the City of Charlevoix's Employee Handbook.
2. I understand that it contains important information regarding my employment relationship with the City, including current policies and benefits of the City, rights and responsibilities that I have and those that my employer has, and that the policies contained in the Handbook apply to me and my employment with the City of Charlevoix.
3. I understand that if I have questions about the Handbook or the policies within, it is my responsibility to ask Human Resources or the City Manager about them.
4. I agree to accept the policies, agreements, and rules as stated in the Employee Handbook.
5. I understand that employment with the City is "at will", (unless I am a member of a union with a contract with the City) which means that either the City or I may terminate the employment relationship at any time, with or without cause, with or without notice.
6. I understand that the management of the City reserves the right to change the policies, procedures, and benefits described in this Employee Handbook at any time with or without notification.
7. I understand that this handbook is not intended nor does it serve as an express or implied contract of employment or a contract for benefits.
8. I understand that the policies described in this Employee Handbook supersede all previous policies, practices, and oral statements of anyone associated with the City, its' predecessors, and its' authorized agents and that this Employee Handbook includes the exclusive policies of the City.
9. I understand and agree that this Employee Handbook is and remains the property of the City, and that I will return it upon termination of my employment or upon the issuance of a new Employee Handbook.
10. I understand that violation of any of the City's policies may result in immediate termination at management's discretion.
11. Unless otherwise expressly agreed in a written document signed by the City Manager and the employee, which specifically makes reference to this Handbook, an employee shall be an employee "at will" whose employment and compensation can be terminated with or without cause, and with or without notice, at any time at the option of either the Employer or the Employee. No employee or representative of the City, other than the City Manager has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to this provision. If the City Manager changes my employment relationship from an "employment-at-will" agreement, it may only be done in a writing signed by him/her.

****Continued on the next page****

I have received the Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revision made to it.

Employee Signature: _____ Date _____

Print Name: _____

The City of Charlevoix
210 State Street
Charlevoix, MI 49720

EMPLOYEE HANDBOOK
September 2, 2018

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Lake Michigan Beach Concession Agreement Approval

DATE: December 17, 2018

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

Annie and Jack Russell have submitted a proposal to continue to run the concession stand at lake Michigan Beach Park for the summer of 2019 - 2021. They have a combined 50 years of experience in food service and have put together a suitable plan for the Michigan Beach concession stand.

The Russell's ran the concession stand at Michigan Beach starting in 2013 and did a great job as they were open for serving the public during the day as well as kept the concession stand clean and in good repair. The menu is not typical 'concession' style food and is generally well-liked.

Please review their bid to see menu items and reference information and proposed concession agreement.

Highlights:

- Annual revenue will increase to \$1,500 from \$300
- Concessionaire will now be reporting monthly sales
- Concessionaire will be able to use existing equipment, but will be responsible for all repairs. Should equipment need to be replaced, concessionaire will be responsible for replacement and then own the new equipment.
- City will be responsible for maintaining electrical, plumbing and exhaust hood.

RECOMMENDATION:

To approve the proposal from Northern Visions (Jack and Annie Russell) to run the concession stand at Lake Michigan Beach Park.

ATTACHMENTS:

- ❑ Lake Michigan Beach Concession Bid
- ❑ Lake Michigan Beach Concession Agreement



CITY OF CHARLEVOIX

Food and Beverage Concession

Bid Opening at City Hall

November 27, 2018 – 1:00pm

Bidder Name	Total Cost
Anne Russell Bywater Café Charlevoix, MI	\$500/mo

Good Afternoon,

My name is Anne Russell and I have been running the concession at Lake Michigan Beach Park with the help of my husband Jack for the last 5 years. Prior to our acquiring the contract to run the facility it had been off-and-on vacant or run with irregular hours for many years. Though the general consensus was that the facility was not worth much more than a popcorn-and -ice cream approach, having over 20 years' experience in both front of the house, back of the house, and management in restaurants I knew that with an incredible amount of work and dedication this location could be something truly special and spectacular for both our City's visitors and locals during the summer months.

To ensure that this dream for myself and the City became a reality it has taken many years of hard work; on average my work-week during the Season is 92 hours with a 6-day open schedule and one day closed to acquire supplies as well as take care of any needed deep cleaning at the facility. A comprehensive social-media platform was established to engage locals and visitors with not only the menu and business news but beach reports via NOAA with appropriate indicator flags flown from the building when the life guard program was canceled. Our face book page posts interesting local lore, information on area activities, festival schedules and gorgeous images. We are also on Instagram with many out of towners thanking us for providing glorious local pictures for them to enjoy year-round. At the facility itself the Patio has been set with colorful hand painted tables and chairs, umbrellas, and flower boxes with myself and my staff being scrupulous in maintaining trash, dropped food, etc. to ensure that an attractive space is provided as is fitting for a Charlevoix the Beautiful venue. The young people who work at the beach are trained not only in Serve Safe-approved food safety and sanitation but also as Ambassadors of our city - providing suggestions on fine dining, music venues, local tours, the ferry schedule, and more to those who inquire. In the off-season I continue to maintain and engage our clientele through the social media platforms providing seasonal images and news from the town.

Through the years we have participated in many City sponsored events such as Venetian's Battle of the Bands, The 3 on 3 Basketball Tournament and Kids Day. We provided lunch for the volunteers who showed up to build the amazing playground. During our time at the beach our business has fed last minute, impromptu wedding receptions when the party's reservations at other locations had fallen through, and hosted rock painting parties for all who cared to show up with special dinner prices for the rock-painting-kids.

The Bywater Café is dedicated to our beach community - watching out for little ones who get separated from their parents, providing band aids for skinned knees and handing out clean beach towels from our own supply for anyone in need. And while we are indeed a business, we pride ourselves on never turning away someone who needs something to eat or drink. We realize that wallets get lost and debit cards don't always perform as expected. If that happens customers need only provide us with their names, a phone number and a promise to come back and take care of the bill and we have never- in 5 years- had someone not show back up. Another service we gladly provide on behalf of the City and our beach clientele is that of Lost and Found. We have been given lost shoes, car keys, cell phones, hats, and all manner of bags, purses and wallets and have kept these items safe and secure until the owners return to claim them. Last summer a customer was distraught when she lost her engagement ring in the sand. We helped her to find the services of a local gentleman with a metal detector who located her ring later that week. Myself and my staff truly live for these moments; providing good food, a positive

experience and a wonderful day for those who come down to the beach. As the owner I understand that there are many choices for dining out in our city and am honored when my place is chosen.

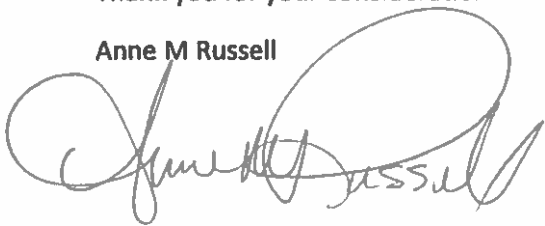
Part of my and my husband's decision to make this concession something unique and worthy of a trip down to the beach for lunch or dinner was to develop a first-rate menu that provided the same high-quality food and variety that could be found anywhere on Bridge St. Once we established that we upped the ante and surpassed it, developing unique dishes utilizing local resources such as Fresh Whitefish Tacos with Mango/Pineapple Salsa, Smoked Whitefish Sliders with Remoulade, and Bison Burger Sliders with Cherry Mustard sauce. We are famous for our bag of hand-cut French fries! These dishes use fish fresh from Cross Fisheries and Bison, Beef and produce from Oleson's. We are dedicated to sourcing as much as possible from local business owners and preparing 90% of the menu in-house. The Bywater Café has also provided Northern Michigan beach-goers with delights from my Southern roots with fresh Beignets and house-made Key Lime Pie. My over- twenty - years of experience has served me well in maintaining the necessary supplies and ingredients needed to consistently maintain and serve such a diverse menu for our hours of operation (Mon, Wed- Sun 11am-8pm.)

Because so much of our menu is prepared by us and not pre-packaged and filled with preservatives, Food Safety and Handling is of the utmost importance. I am fully certified as a Serve Safe Approved Manager and keep the young people working with me trained and compliant with all Safety procedures. I am also fully trained in food-allergens and am compliant with all Health Department requirements. Me and my staff take this training very seriously.

In closing I hope my dedication, training, experience, professionalism and love of our town has been shown. Developing the concession into what it has become; a beloved afternoon and evening spot to enjoy a hand-crafted burger, a bag of fries or fresh whitefish has been my love and my honor. I hope to continue to do this for the foreseeable future.

Thank you for your consideration.

Anne M Russell

A handwritten signature in dark ink, appearing to read 'Anne M Russell', with a large, stylized loop at the end.

Who works what

Anne – chef, manager, 'PIC', ordering, menu development, owner/operator. Works front and window as needed

Jack – helps in kitchen for festivals or as needed

- We are blessed with a team of dedicated young people who work very hard at the front window and in serving our customers.

Compensation Proposal

My compensation proposal to the City of Charlevoix for the use of the concession in accordance with the outlines provided is \$500 monthly to be paid on the 15th of each month beginning in May and ending no later than Oct. or as the season/weather dictates. With the hours of operation being 11am-8pm all days except Tuesdays and inclement weather.

Menu and Pricing

Drinks

- *16 oz Lemonade \$2.00
- * 16 oz Brewed Iced Tea \$2.00
- * Water \$1
- *Pop \$1.25
- *Gatorade \$1.50
- *Freshly brewed Community brand coffee - \$2.00 or iced - \$2.00
- * Mocha (hot or cold) \$2.50

Burgers & Dogs

- *1/4 Hamburger \$5.00 hand-pattied using local fresh burger.
 - Mustard, mayo, ketchup, Cajun seasoning, lettuce, House-made pickles ~no charge~
 - Cheese, bacon, tomato, mushrooms, onions, jalapenos, coleslaw, Olives + .25 each
- *Hotdog \$3.00
- Chili Dog \$4
- Coney Dog (sauce, mustard, onion) \$4.75
- Additions above available on 'dogs

Vegetarian Fare

- *House-made Tabbouleh w/ warm pita \$5.50
- *Beach House Salad \$6.00 (mixed greens, in season berries, feta, carrots, tomato, onion, cucumbers, sunflower seeds)
- *Caesar Salad- (romaine, dressing, goat cheese croutons). \$6.25
 - Add Chicken \$1.00 Add 1 Whitefish Cake \$2.00
- *Beach House Salad Wrap \$5.00
- *Meatless Gyro \$5.00

Sandwiches

- *Classic Grilled Cheese \$3.00
- *Apples n Herbs Grilled Cheese \$5.00
(swiss cheese, fresh basil, apple slices, & sunflower-seeds on whole wheat.)
- *House-made Cherry Chicken Salad Croissant \$6.25
- *Gyro—Traditional or Grilled Chicken \$6.25
- *The South Pier Sandwich \$6.25
(Grilled Ham & Swiss with Coleslaw & Deli Sauce piled on Sourdough)

Sliders & More..

* Grilled Chicken Breast Sliders(3) \$6.50

(grilled chicken breast, herbed goat cheese and arugula on bakery rolls.)

*Bison Burger Sliders (3) \$7.25

(locally sourced buffalo prepared in-house served on toasted bakery rolls with arugula and tart cherry garlic mustard sauce.)

*Smoked Whitefish Cake Sliders (3) \$7.25

(John Cross Fisheries Whitefish prepared in house on toasted bakery rolls with remoulade and fresh greens.)

* Fish Tacos (2) \$10.50

(Broiled whitefish nestled in warm flour tortillas with house-made pineapple/mango salsa, ginger lime dressing & shredded romaine. Served with Tortilla Chips)

Sides

Hand-cut Seasoned Bag of Fries \$3.50 – 14oz bag of french fries!!!

House-made Coleslaw \$1.00

House-made Applesauce \$1.00

Assorted Chips \$1.00

Soup

* Daily Offering of house-made soups. Call us, check our facebook page or stop down to check out the Daily Offerings Chalk-board

Munchies

*Chicken Tenders (3 large white meat) \$3.75

*Walking Taco \$4.00

*Deep Fried Macaroni & Cheese \$3.75

*Deep Fried Pickles \$4.00

*Chili Cheese Fries \$4.75

* Deep Fried Jambalaya \$4.50

* Poutine (fries w/ gravy & cheese curds) \$4.75

Smoothies \$4.50 (16 Oz)

***Classic** (Strawberry Banana)

***Green Goddess** (granny smith apples, peach, cucumbers, kale, banana)

***Berry Good** – (blueberries, basil & banana)

Desserts

***House-made Key Lime Pie** \$4.00 per slice

***Hand-made Ice cream Chocolate Chip Cookie Sandwiches** \$3.00

***Freshly baked Chocolate Chip Cookies** \$1.00

***Old Fashioned Root Beer Float** \$4.00

***Beignets (4)** \$3.00

***Table-top S'mores for 4** \$15.99

(chocolate squares, peppermint patties, peanut butter cups, sliced fruit, marshmallows, and graham crackers presented with a table-top mini grill.) Available for Patio Seating ONLY (no take out) and after 5pm.

***Daily Offerings of House-made Confections & Baked-goods**

Ice Cream Novelties

***Wide assortment of ice cream and frozen treats available every day-** \$1.00-\$4.00

List of provided equipment

- *Stove/range**
- *Upright and 'cube' Freezer**
- * all utensils, baking and serving items**
- *all cleaning supplies**
- *one butcher block counter**
- *one display case**
- * 2 ice cream parlor painted sets**
- * one heavy iron patio set**
- *one large umbrella and stand**
- *one table umbrella**
- *all signage**
- *drink dispensers, bunn coffee maker, blenders, ice scoops, etc**
- *microwave**
- *potato cutter**
- * employee uniforms**
- *disposable gloves, safety ware**

Cleaning/Service

- Employees follow an 'opening' and 'closing' list of cleaning and sanitizing including but not limited to cleaning then sanitizing all counters, drink dispensers and utensils as outlined in the Serve Safe procedures. Sweeping and mopping the front floors. Making sure all perishable food stuffs are refrigerated and non-perishables are properly closed and stored for the night or until the next use. Restocking as needed – disposable gloves, cups, straws, napkins, etc. Washing all windows and wiping down the outside counter at the service window. Sweeping the patio, wiping and sanitizing the tables and chairs (throughout the day and as needed). Removing full trash containers, cleaning the bins and placing clean/empty bags. When slow employees and I walk the perimeter of the building as well as the playground and pick up trash and paper. With permission employees can also pick up trash on the beach and at the water's edge. Handwashing is done frequently and in accordance with Serve Safe procedures. Employees let me know about structural or supply repairs.



Foodservice Establishment Inspection Report

Establishment Information

Facility Name	Facility Type	State License Number	Facility Telephone #
Michigan Beach	Fixed Establishment-365	SFE-0515-003267	231 547-3253
Concession			
Facility Address			
95 Grant St , Charlevoix , MI , 49720			

Inspection Information

Inspection Type	Inspection Date
Reinspection	09/13/2018

Food Safety

Choking Poster	Smoking (Meets PA 188)	License Displayed	Certified Manager
Yes	Yes	Yes	Yes

Equipment Temperatures

Description	Temperature (Fahrenheit)
2-Door Cooler	
Display Cooler	

This facility was inspected to determine the level of compliance with Food Law of 2000 Act No. 92. Violations cited in this report shall be corrected with the time frames specified below, but within a period not to exceed 10 calendar days for priority or priority foundation items (8-405.11) or 90 days for core items (8-406.11). Failure to comply with this notice may result in license suspension and/or other legal action. You have the right to appeal any violation listed.

Observed Priority Violations

Total # 0
Repeated # 0

Observed Priority Foundation Violations

Total # 0
Repeated # 0

Observed Core Violations

Total # 1
Repeated # 0
6-501.12 - CLEANING, FREQUENCY AND RESTRICTIONS
Observation: Observed the storage room floor is heavily soiled and littered with debris
Corrective Action(s): Clean the physical facilities at a frequency necessary to keep them clean. Correct By: 15-Oct-2018
Code citation: (A) The physical facilities shall be cleaned as often as necessary to keep them clean.
(B) Except for cleaning that is necessary due to a spill or accident, cleaning shall be done during periods when the least amount of food is exposed such as after closing.

Law and code excerpts in report are for information only and not as the basis for legal or judicial determinations. Always verify them against the most recent available copy of the law and code.

Corrected Hazards

The following hazard(s) have been corrected since the last inspection.

Total # 1

FL 289.2129(2) - Food Safety Manager must have approved Allergen training certification

This is a core item

Observation: The food safety manager has not completed an approved training program containing an allergen awareness component.

Corrective Action(s): The food safety manager shall attend an approved allergen awareness training program.

Correct By: 15-Sep-2018 **Action Taken:** Training has been completed.

Code citation: Section 2129 (2) Beginning 2 years after the effective date of the 2014 amendatory act that amended this section and

every 5 years thereafter, a certified food safety manager who supervises the operations of a food service establishment shall have completed a food safety training program containing an allergen awareness component that has been approved by the department. The allergen awareness component may be an online program or a video. However, a certified food safety manager at a food service establishment with more than 20 locations within this state may satisfy this requirement by completing any nationally recognized food safety training program containing an allergen awareness component. A food service establishment shall retain records on the site of the food service establishment documenting compliance of its certified food safety managers with this subsection. The department shall enforce this subsection in the same manner that it enforces other provisions related to certified food safety managers. This subsection applies until December 31, 2020.

Comments

This signature does not imply agreement or disagreement with any violation noted.

Emailed

Chris Jacoby

Person in Charge

Sanitarian

Electronically Sent

Christine Jacoby

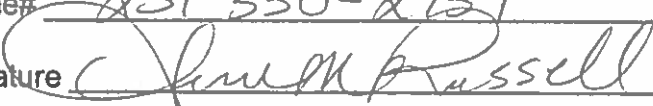
ATTACHMENT A

**ACKNOWLEDGMENT OF CERTAIN CONDITIONS
OF MICHIGAN BEACH CONCESSIONAIRE**

In the event of a successful award of contract, proposer acknowledges that:

1. Proposer will be able to comply with the insurance provisions of the City of Charlevoix Food Concessionaire Contract, and to timely provide a certificate of insurance.
2. He/She will have in their possession, or will obtain prior to contract commencement, a valid City of Charlevoix business license as well as all other required permit or licenses required by the State of Michigan, Charlevoix County, City of Charlevoix or any other lawful authority.
3. All staff will have a food handlers permit certification.
4. Proposer will submit monthly reports, due the 15th day of the following month, which shall indicate the amount and type of sales made.

Proposer:

Business Name Northern Visions
Contact Name Anne M Russell
Address 512 State
Phone# 231 330-2734
Signature 
Date Nov. 14, 2018

Add a location



Recommended by Camille, David and 15 others · People talk about "whitefish sliders", "pickle chips" and "snack shack"

5.0

MOST HELPFUL MOST RECENT

5 out of 5
Based on the opinion of 29 people



Sherle Abramson-Bluhm reviewed Bywater Cafe at Michigan Beach —

Have Feedback About Your Business' Reviews Experience?

We've made changes to the Reviews tab and would love your feedback. What do you think of the new experience?

Share Feedback

August 31, 2015 ·

We have property in the area planning for retirement and when we come up from the Dexter area to check on things, the one absolute must do, is get lunch at the Beach House. Great food at awesome prices and wonderful service. Does Charlevoix proud!

Bywater Cafe at Michigan Beach, Hariyn Brannon and Annie Russell

2 Comments

Like

Comment

Share



Bywater Cafe at Michigan Beach Thank you SO much!! I am honored that we have become a destination for you See you next year!

Like · Reply · Commented on by Annie Russell · 3y

1



Sherle Abramson-Bluhm On our way! So looking forward to lunch!

Like · Reply · 1y



Sherle Abramson-Bluhm replied · 2 Replies



Write a comment...



Camille Burgin recommends Bywater Cafe at Michigan Beach.

August 27 ·

So happy I got to spend a few days on the beach this summer and eat the delicious offerings from Bywater Cafe". The whitefish sliders and fries are the absolute best!!

Ratings and reviews have changed

We've made it easier for people to recommend your Page

Learn More

Perfect spot with just the right beachy foods! I can't wait to partake again next summer!!!!

Bywater Cafe at Michigan Beach and Annie Russell

Like Comment Share

 Write a comment...

 Hali Smith reviewed Bywater Cafe at Michigan Beach — June 2 ·

My husband and I wanted a snack, so we split the buffalo sliders and a bag of fries. The sliders were super tasty, and the fries were literally 3/4 of a lunch bag of home-style fries that we couldn't finish because there were so many. They have great prices and a varied menu, so we're excited to have another beach date there!



 Start a private conversation with Hali Smith in Messenger. Message

Bywater Cafe at Michigan Beach and Colleen Sivyer Horning 1 Comment

Like Comment Share

 Write a comment...

Bywater Cafe at Michigan Beach Thank you so much! We are honored and look forward to your coming back to eat with us

Like · Reply · Commented on by Annie Russell · 23w

Write a comment...



Colleen Sivy Horning recommends Bywater Cafe at Michigan Beach.

August 10 ·

Had an awesome Family lunch today prepared by Jack and served by his Son Jack. Delicious and priced right.

Bywater Cafe at Michigan Beach and Annie Russell

Like

Comment

Share

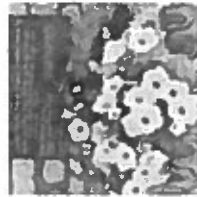


Write a comment...



Hope Marie Fry reviewed Bywater Cafe at Michigan Beach — June 28 ·

My husband and I ate here yesterday for lunch and was THRILLED to have another great option here in Charlevoix. My husband had the cheeseburger and I ordered the chicken gyro, both were delicious! Now we are both huge foodies and home chefs and I'm here to tell you, the hand cut fries are beyond AMAZING!! If you haven't stopped down for a bite yet, you should!!



Bywater Cafe at Michigan Beach
Cafe · 764 likes



Start a private conversation with Hope Marie Fry in Messenger.

Message

4

3 Comments

Love

Comment

Share



Beach House (Water View Cafe)

From: leon perron (celeo@live.com)

To: annie49720@yahoo.com

Date: Saturday, November 3, 2018, 1:29 PM EDT

Sorry this is late, Annie. I still hope it helps to insure you stay right you are!

Annie, at the beach house is the best thing to happen to that building in a long time! I recommend the continuation of her lease, as those are the best whitefish cakes I've had and look forward to many more to come. She has done a wonderful job in offering a great menu and supporting the community.

Thank you!

Sincerely,

Celeste Perron
Charlevoix, Mi.

Bywater Reference

From: rebecca murdick (rebeccamurdick@yahoo.com)

To: annie49720@yahoo.com

Date: Friday, November 2, 2018, 12:56 PM EDT

To Whom it May Concern,

I have loved Annie Russell's Bywater Beach Cafe down at Michigan Beach since day one. It's so great having a concession stand that offers such as variety. Everything she offers is fresh and homemade, using only locally sourced ingredients. I feel so lucky to spend my summer on the shore of Lake Michigan, and having Annie's beach cafe right there is the best..

Having grown up at that beach, I know there have been summers past when the concession has been vacant. That's a shame... It's been great having Annie in there consistently over the past 5 years, and I look forward to many more!

Sincerely,
Rebecca Murdick

Sent from Yahoo Mail for iPa

Michigan Beach

From: Anell Roach (aroach8846@aol.com)

To: annie49720@yahoo.com

Date: Thursday, October 25, 2018, 10:48 AM EDT

To whom it may concern.

I am writing this to support Annie Russell for a renewed contract with the City of Charlevoix at Lake Michigan Beach location . I have been a patron of this eatery I should say for the menu of a mixture of northern Michigan chicken salad croissant and to the other homemade New Orleans Gumbo that is by the way mouth watering and homemade. To the homemade ice cream cookies and hand cut fries . The burgers and hot dogs are great . Fresh and healthy food . This menu is a great asset to the beach crowd and working class in Charlevoix that spend lunch at Lake Michigan beach for a break. Her endeavor with her family is top notch to serve the public . Her outside seating is art work done by herself and a expression of herself . Annie being a generational resident of Charlevoix knows and is well acquainted with the locals and summer residents . I am the Venetian Kids day chair and coordinate with the board to have a successful kids day each year located at Lake Michigan beach . Annie feed all the 500-700 kids flawlessly and the volunteer crew making a special menu of ice snow cones and popcorn for the kids . For these years she has went beyond to make the day inviting and is great at keep things going well to feed the kids and parents . It is my greatest hope that this menu and the business stay at Lake Michigan Beach . This renewed contract is a great success for Annie since she has worked so hard with her family to build this place and her countless hours of dedication .. She is a strong hold at the beach being open and able to answer questions to visitors to our area and provide a social area for a family . I have seen a family order at the window with the kids eating a hot dog and ketchup smeared on there face with parents happy they didn't have to pack up and leave the beach on a beautiful day to feed the kids . I totally support Annie being at Lake Michigan Beach and others do also . Thank you for your time . Anell Roach
231-881-3528.

Sent from my iPhone

The Bywater Cafe is one of the highlights...

From: Gretchen Schaller (gretchen.schaller@gmail.com)

To: annie49720@yahoo.com

Date: Saturday, October 27, 2018, 6:57 PM EDT

The Bywater Cafe is one of the highlights of Michigan Beach in downtown Charlevoix. My children and I are avid summer beach attendees. We utilize the concessions throughout the summer... As do friends, many residents and tourists.

Proprietor Annie Russell puts her whole heart into this hidden gem. Her diverse food choices are wonderful, delectable and pleasing to even the most finicky of pallets. She has an incredible variety on her menu. Have you tried the homemade cashew chicken salad on a buttery croissant? Or the "walking taco" that my kids can't get enough of? The whitefish sliders? The gyros? Her seasoned fries are amazing! The list goes on. She also has many followers on her Facebook page especially for when she offers specialty items like homemade bagels or desserts (like beignets). It's great! And highly recommended!

Gretchen Schaller

Sent from my iPhone

CONCESSION AGREEMENT

AGREEMENT is made this _____ day of _____, 2018 between the CITY OF CHARLEVOIX, a Michigan municipal corporation (the "City"), of 210 State Street, Charlevoix, Michigan 49720, and Jack and Annie Russell ("Concessionaire") PO Box 393, Charlevoix, Michigan 49720 as follows:

In consideration of Concessionaire's payment to the City of \$100 Business License fee at the time of signing this agreement, the City grants to Concessionaire the privilege and right of conducting concession sales within the concessions building on the grounds of Lake Michigan Beach. The Concessionaire shall pay the City \$500, on the dates of June 15th, July 15th and August 15th. No other business is to be performed on the premises. The electric and water for the concession shall be paid by the City. The Concessionaire is responsible for paying all costs associated with any propane/gas. Concessionaire shall send a detailed sales report, which shall include the previous month's amount of concession sales on the 15th day of the following month.

1. The space presently set aside for concession sales at the venue mentioned above is not being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee thereof. The Concessionaire's shall comply with all of the requirements of this Agreement. If the Concessionaire defaults in strict and prompt performance of any portion of this Agreement, in lieu of terminating this Agreement without cause upon 7 days notice as described below, the City may immediately or at any time after such default close up and take possession of said area designated for and presently utilized for concession sales at said beach concession and any improvements made thereon, and the license to Concessionaire shall be forfeited together with all privileges to occupy or use any part of said area.
2. Concessionaire shall have no authority whatsoever, nor any power to permit any other person or party to have any interest in or use any part of the premises, building space, or space covered by this concession for any purpose whatsoever. It is the purpose of this Agreement to grant said concession and privilege solely to the Concessionaire and neither directly nor indirectly to any other person or party.
3. Concessionaire shall supply and have ready for sale sufficient quantities of food and drink to satisfy the demands of the patrons at the venue mentioned previously. Hours of Operation will be mutually agreed upon between the Recreation Director on behalf of the City and the Concessionaire within the parameters as follows below:

LAKE MICHIGAN BEACH: beginning no earlier than Friday, May 25, 2018 and ending no later than Monday, September 30, 2018 (weather permitting) the stand

will open no later than 11:00 a.m. and close no later than 9:00 p.m. each business day.

Either party may terminate this Agreement without cause upon 7 days written notice to the other party. This Agreement, which includes the license granted by the Agreement, shall terminate on **September 30, 2021.**

4. It shall be the responsibility of the Concessionaire to maintain the premises in a clean and neat fashion, to assume maintenance of the grounds in the immediate area of the beach concession with respect to any paper, wrappings, or other evidence of concession sales and to insure the efficient operation of said concession by staffing with responsible employees. It shall be the duty of the Concessionaire to inspect the premises, including building, equipment, grounds and appurtenances and promptly report in writing to the Recreation Director or Street Superintendent any portion of the premises in need of repair.
5. **The City will be responsible for maintaining the building's electric, plumbing, and the commercial exhaust hood. Concessionaire will maintain and clean the exhaust hood in and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence.**
6. **Concessionaire will have use of all City owned equipment and supplies at the facility. Concessionaire will maintain this equipment in working order and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence. Should equipment need replacement as it ages out of service, the concessionaire shall be responsible for replacement. At the time of replacement, the concessionaire would assume ownership of the new equipment.**
7. Concessionaire, as well as any persons named above, shall be personally responsible for the management of said concession including but not limited to such important management functions as maintenance of inventory, security of premises, and designation of qualified and responsible employees of Concessionaire. **Concessionaire shall post signs indicating that the facility is operated by the name of the contractor along with a phone number.**
8. Concessionaire shall at their own cost and expense procure all necessary licenses and official permits necessary for carrying out the provisions of this Agreement, with the exception that the City of Charlevoix shall obtain the Michigan Public Health Department license and the Concessionaire shall comply with the terms of the Michigan Public Health Department license and the applicable sections of the Public Health Code during the term of this Agreement.

9. All notices and orders given to Concessionaire shall be served by delivering a copy thereof to them in person, or by leaving same addressed to Concessionaire at the Lake Michigan Beach Concession with any person then in charge of same.
10. Concessionaire shall conduct the business of the Michigan Beach Concession at all times in a courteous, respectful and business-like manner, and the premises shall be kept in a neat, clean and sanitary manner.
11. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at the Lake Michigan Beach Concession, with the exception that additional concessionaires will be permitted during the Venetian Festival.
12. Concessionaire shall not improve or alter the improvements set aside for concession sales at the Lake Michigan Beach Concession in any manner without the prior written consent of the Manager of the City of Charlevoix. All improvements or alterations so approved and erected or made on the premises shall belong to the City upon expiration or sooner termination of this Agreement.
13. The CITY OF CHARLEVOIX shall not be liable, and Concessionaire waives all claims, for injury or damage to persons or property sustained by Concessionaire or any occupant of the space presently set aside for concession sales at the Lake Michigan Beach Concession and surrounding areas resulting from:
 - (A) Any part of the building, equipment, or appurtenances in the space set aside at the Lake Michigan Beach Concession as afore described in need of repair, unless the Concessionaire has reported the need of repair as required by paragraph 4;
 - (B) Any injury or damage resulting directly or indirectly from any act or negligence of Concessionaire.
14. Concessionaire indemnifies the City against all liability, loss, costs, damage, or expense sustained by the City, including reasonable attorney fees and other expenses of litigation arising prior to the termination of this Agreement even if such claims are made after the termination of this Agreement:
 - (A) On account of or which relate to the Concessionaire's exercise of the rights and privileges granted in this Agreement; and/or
 - (B) Arising out of, or directly or indirectly due to, any failure of Concessionaire in any respect promptly and faithfully to satisfy their obligations under this Agreement.

This indemnification provision shall be effective regardless of whether such claims are proximately caused by an act or omission of the Concessionaire (such as a food-related illness that the Concessionaire asserts was caused by a supplier or other third party) and regardless of any such claims resulted from a wrongful act or omission of the Concessionaire. As used in this Agreement, "claims" include, but are not limited to any damage to real or personal property and the injury, illness or death of a person or animal.

15. The City shall not be responsible for any claims arising from any act or omission in connection with the Concessionaire's operation, management or maintenance of any equipment or facilities on the space set aside for concession sales at the Lake Michigan Beach Concession. Concessionaire shall assume all of such liability and indemnify the City against any liability arising there from. The Concessionaire shall inspect all equipment owned by the City and which is being used by the Concessionaire and shall promptly notify the City in writing if any repairs are needed. If repairs are needed to any equipment, then such equipment shall not be used without written permission of the City until all repairs have been made.
16. The City shall have no obligation to issue a new license to Concessionaire or enter into a new agreement with Concessionaire in the future.
17. The Concessionaire shall under go a standard background check as is required by all City employees or volunteers who have contact with the public. If the results of that background check are unsatisfactory to the City, then City may terminate this contract immediately and without prior notice. This shall be in addition to the right of either party to terminate this contract as described in paragraph 3.
18. The Concessionaire shall not employ or accept the services of another person as a volunteer on the premises unless the person has been approved in advance by the City. Any person whom the Concessionaire proposes to perform services on the premises shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public.

CITY OF CHARLEVOIX

Dated: _____

By: _____

Mark Heydlauff

Its: City Manager

CONCESSIONAIRE

Dated: _____

By: _____

Jack Russell

By: _____

Annie Russell

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Charlevoix Public Schools Sewer Maintenance Agreement Renewal

DATE: December 17, 2018

BACKGROUND:

The City of Charlevoix Wastewater Department has maintained the lift station located on the Charlevoix High School property for the past 17 years. The work was done under an agreement both parties signed with terms of the agreement to stipulate work performed and reimbursement made. The agreement will expire on December 31, 2018.

RECOMMENDATION:

Motion to approve the Sewer Maintenance Agreement renewal with the Charlevoix Public Schools and authorize the Mayor and City Clerk to sign the agreement.

ATTACHMENTS:

- ▣ Sewer Maintenance Agreement

SEWER MAINTENANCE AGREEMENT

BACKGROUND

The Charlevoix Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, as amended, whose address is 104 East St. Mary's Drive, Charlevoix, Michigan 49720 (the School) owns a sewer line and pump station (collectively, the sewer improvements) as described in the Agreement for Sanitary Sewer Improvements and related attachments and which is dated on or about November 4, 2002. The City of Charlevoix, a Michigan municipal corporation operating under the home rule cities act, whose address is 210 State Street, Charlevoix, Michigan 49720 (the City), is one of the parties to the Agreement for Sanitary Sewer Improvements. The School has asked the City to maintain the pump station and to consider performing other maintenance or repairs on the sewer improvements as may be required from time to time. The City is willing to assist the School. Accordingly, this Agreement is intended to describe the rights and obligations of the parties.

AGREEMENT

The parties agree as follows:

1. Pump Station Inspection. The City will inspect the pump station on the same schedule that it inspects its city-owned pump stations. It is anticipated that there will be two inspections per week. If an inspection reveals that maintenance or repairs are needed, then the City will so advise the school within seven working days. Emergency repairs will be made possible, with the school being notified in a timely fashion.
2. Inspection Charges. The School will pay the City an annual inspection fee of \$5,988.66, which is payable upon the execution of this Agreement. The annual inspection fee assumes that there will be a maximum of 104 inspections. The City agrees to include a maximum of six (6) call-in inspections for any unforeseen problems that arise with the lift station after normal business hours. If the School asks the City to perform in excess of 104 inspections in a year, then there will be a charge of \$47 for each inspection in excess of the 104 inspections. A year shall be measured from the effective date of this Agreement.
3. Annual Inflation Adjustments On January 1st of each year following commencement of the agreement in each year during the term of this agreement and any renewal periods hereof, the basic yearly service fee set forth in the foregoing paragraph shall be increased for the ensuing year based on the direct percentage of the Wastewater Treatment Plant (B) operator's hourly negotiated wages with the City of Charlevoix. In no event shall the yearly service fee be less than the prior years' service fee.
4. Maintenance and Repair. The City shall perform such other repair and maintenance on the sewer improvements as the City would perform on its similar city-owned sewer lines or pump stations. Such work shall be done on a time and material basis. "Time" shall be calculated using the hourly rate paid by the City to its employee to perform such work on the sewer improvements plus 78% of the employee's applicable hourly rate for fringe benefits. "Materials" shall be calculated using the cost of any materials purchased by the City for use on the sewer improvements or equipment rental used by the City plus 20% for City overhead. Payment shall be due 30 days after being billed.
5. Term. This Agreement shall be for five (5) years and may be extended or revised in writing upon the mutual consent of the parties.
6. Governmental Immunity. Nothing in this Agreement alters the liability of either party to one another or to third parties for torts as provided by law.

7. Settlement Agreement and Consent Judgment. This Sewer Maintenance Agreement shall be interpreted consistent with the consent judgment entered in Charlevoix County Circuit Court File No. 02-1388-19-CE and associated settlement agreement.
8. Effective Date. The effective date of this Agreement shall be January 1, 2019 even if this Agreement is signed before or after that date.

In recognition of this Agreement, this document has been signed by authorized representatives of the parties.

CHARLEVOIX PUBLIC SCHOOLS

Date: _____

By: _____
Michael Ritter
Its: Superintendent of Schools

CITY OF CHARLEVOIX

Date: _____

By: _____
Luther Kurtz.
Its: Mayor

Date: _____

By: _____
Joyce M. Golding
Its: City Clerk

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing for Recreational Marijuana Opt-out

DATE: December 17, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

As Council requested at your last meeting, the City Attorney has drafted a proposed ordinance to opt the City out of permitting recreational marijuana establishments contemplated under the law. This opt out is permitted by the recently-approved voter initiated law but does not affect individual use of marijuana as permitted by the law. Additionally, this ordinance will prohibit smoking in public spaces (whether tobacco or marijuana) and within 25 feet of the entrance of a building.

The City Attorney will be present during your January 7 meeting to discuss this ordinance with you ahead of action you may take at that time, after a public hearing, to consider it.

RECOMMENDATION:

Motion to set a public hearing to consider Ordinance 796 on January 7, 2019 at 6pm in the Council Chambers of City Hall.

ATTACHMENTS:

- ▢ Ordinance 796 of 2019

**CITY OF CHARLEVOIX
ORDINANCE NO.796 of 2019**

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLEVOIX BY ADDING TWO NEW CHAPTERS, DESIGNATED AS CHAPTERS 66 AND 67 OF TITLE VI – HEALTH REGULATIONS OF SAID CODE, TO PROHIBIT MARIHUANA ESTABLISHMENTS WITHIN THE BOUNDARIES OF THE CITY OF CHARLEVOIX PURSUANT TO INITIATED LAW 1 OF 2018, MCL 333.27951, ET SEQ., AS MAY BE AMENDED; TO PROHIBIT SMOKING IN PUBLIC PLACES AND PUBLIC PARKS; TO PROVIDE PENALTIES FOR VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title IV, Chapter 66, Sections 6.110 through 6.113 of the City Code are hereby added as follows:

**CHAPTER 66
PROHIBITION OF RECREATIONAL MARIHUANA ESTABLISHMENTS**

6.110. Title.

This ordinance shall be known as and may be cited as the City of Charlevoix Prohibition of Marihuana Establishments Ordinance.

6.111. Definitions.

Words used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.

6.112. No Marihuana Establishments.

The City of Charlevoix hereby prohibits all marihuana establishments within the boundaries of the City pursuant to Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.

6.113. Violations and Penalties.

- (1) Any person who disobeys neglects or refuses to comply with any provision of this ordinance or who causes allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
- (2) A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the City to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City incurs in connection with the municipal civil infraction.
- (3) Each day during which any violation continues shall be deemed a separate offense.
- (4) In addition, the City may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
- (5) This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the City or by such other person (s) as designated by the City Council from time to time.

SECTION 2. Title IV, Chapter 67, Sections 6.120 through 6.125 of the City Code are hereby added as follows:

**CHAPTER 67
SMOKE FREE AREAS**

6.120. Purpose.

The purpose of this Ordinance is to protect the public health and welfare by regulating smoking in work sites, public places and certain other areas.

6.121. Definitions.

Words used herein shall have the definitions as provided for in PA 188 of 2009, MCL 333.12601, et seq., as may be amended, except that the following definitions shall apply to this Ordinance:

- (1) "E-Cigarette" means an electronic, noncombustible device that employs a heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form, or marihuana/TCH in any form, and the use or inhalation of which simulates smoking. This term shall include any device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, vaporizer, or under any other such product name or descriptor.
- (2) "Smoking" or "smoke" means the burning of a lighted cigar, cigarette, e-cigarette, pipe, or any other matter or substance that contains a tobacco product or a marihuana product.

6.122. Smoking Prohibited as Provided in State Law.

Smoking is prohibited in any workplace and any food service establishment in the City of Charlevoix as provided in the Dr. Ron Davis Smoke-Free Air Law, PA 188 of 2009, MCL 333.12601, et seq., as may be amended. A workplace is a site employing at least one person. A food service establishment is any place with a license to serve food or beverages. This law covers public places, including, but not limited to, restaurants, bars, shopping malls, bowling alleys, concert halls, arenas, museums, mechanic shops, health facilities, nursing homes, education facilities, and child care centers. The terms and conditions of the Smoke-Free Air Law are adopted herein by reference except that, to the extent that this Ordinance is more restrictive than the Smoke-Free Air Law, the terms of this Ordinance shall govern.

6.123. Outside Smoking.

Smoking is prohibited within 25 feet of entrances, open windows and ventilation systems of all places where smoking is otherwise prohibited by this Ordinance. This prohibition shall not apply to persons who pass by such an entrance, open window, or ventilation system while traveling on a public street or sidewalk.

6.124. Smoking Prohibited in Public Parks or City Property.

A person shall not smoke in any park, designated beach area, or property owned or operated by the City. All parks, City property, and designated beach areas owned or operated by the City shall be so posted. This prohibition shall not apply to persons while traveling on a public street or sidewalk.

6.125. Violations and Penalties.

A person who violates or fails to comply with this section shall be subject to any one or more of the following:

- (1) Being asked to stop smoking or using tobacco products;
- (2) Being asked to leave the premises;
- (3) Responsible for a municipal civil infraction and subject to the civil fines set forth in this Code.

SECTION 3. Severability.

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 4. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 796 was adopted on the nth day of _____, 2019 A.D., by the Charlevoix City Council as follows:

Motion by:
Seconded by:
Yeas:
Nays:
Absent:

State of Michigan }
City of Charlevoix } §

Joyce M. Golding

Clerk

Luther Kurtz

Mayor

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Bike Trail Improvement Resolution

DATE: December 17, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

At Council's December 3rd meeting, Mayor Kurtz discussed a preliminary plan by the Charlevoix Trail Ambassadors to enhance and expand the multi-use trails in Charlevoix and make better use of bike route flow and connections on the north side. If approved for consideration, coordination would take place with Charlevoix County, Charlevoix Township, Charlevoix Recreation Department, The Top of Michigan Trails Council and the State of Michigan.

The Charlevoix Trail Ambassadors new trail goals are as follows:

1. Create a new bike and multi-use path through the woods east and north of the Charlevoix Elementary School (new county property) and north of the City golf course, connecting Division Street to Waller Road via the existing bike route.
2. Expand the north side Division Street sidewalk to a multi-use pathway including landscaping the area between the pathway and the street.
3. Change Michigan Avenue from a one-way bike route to a contra flow bike route.

The preliminary plan may be modified based on discussion and input from all stakeholders. Mayor Kurtz requested that Council pass a resolution in support of improving and expanding the trail. The attached flyer addresses the advantages and benefits of this change.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve Resolution 2018-12-01.

ATTACHMENTS:

- ▣ Resolution 2018-12-01
- ▣ Expanding our Beautiful Multi-Use Trails

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-12-01
SUPPORT OF EXPANDING AND IMPROVING CHARLEVOIX BIKE TRAILS AND ROUTES
TO BETTER CONNECT WITH OTHER AREA TRAILS

- WHEREAS,** the Charlevoix City Council is interested in providing many ways for area residents and visitors to access downtown Charlevoix including non-motorized trails; and
- WHEREAS,** the Charlevoix City Council supports the development of non-motorized trails and connected trail networks for transportation and outdoor recreation; and
- WHEREAS,** the Charlevoix City Council and its Recreation Advisory Committee recognizes and values the importance of trails and have included them in past and current Recreation Master Plans; and
- WHEREAS,** the Charlevoix City Council feels that improving the local bike trails on the north side will make Charlevoix a more attractive destination for visitors who use the Little Traverse Wheelway, the Boyne City to Charlevoix Trail and the proposed Charlevoix to Traverse City Trail; and
- WHEREAS,** the Charlevoix City Council acknowledges that improving the local trails will provide a safer connection between the area trails; and
- WHEREAS,** trails have demonstrated a positive impact on residents' quality of life and the local economy; and
- WHEREAS,** the Charlevoix Trail Ambassadors committee is moving forward with the development of their trail plan and is seeking support.

NOW THEREFORE BE IT RESOLVED that the Charlevoix City Council supports the expansion and improvement of Charlevoix bike trails and routes giving Charlevoix City and County residents as well as visitors, better multi-use trails for year round use.

RESOLVED this 17th day of December, 2018 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Expanding Our BEAUTIFUL MULTI USE TRAILS

.....
Presented by:
Charlevoix Trail Ambassadors
11/29/2018

Implementation of this plan will enhance and expand the multi-use trails in Charlevoix, City and County, and make better use of bike route flow and connections, adding to the quality of life in our area while increasing our area's reputation as a visitor destination.

This is a preliminary plan for presentation to the City Council. If approved for consideration, coordination would take place with Charlevoix County, Charlevoix Township, Charlevoix Recreation Department, The Top of Michigan Trails Council and the State of Michigan.

We anticipate securing input from the public and interested groups, with subsequent revisions to the plan. As much as possible, the new multi-use trail will use city and county land, and existing infrastructure.

Regionally and state wide, Charlevoix faces increasing competitiveness for bicycle tourism. Making Charlevoix a biking destination fits well with and enhances the bike plans in Petoskey and Boyne City. This trail, by increasing Charlevoix's beauty, will draw more visitors to local businesses. At the same time, it will provide a direct benefit to local residents.

A photograph of a person riding a bicycle on a paved trail. The trail is surrounded by dense green trees and foliage. The rider is wearing a helmet and a blue jersey. The trail curves to the right, and a car is visible in the distance on the right side of the trail.

CHARLEVOIX

PRELIMINARY Route Concept

Above: Petoskey Multi Use Path

NEW ROUTE @ MICHIGAN AVE.

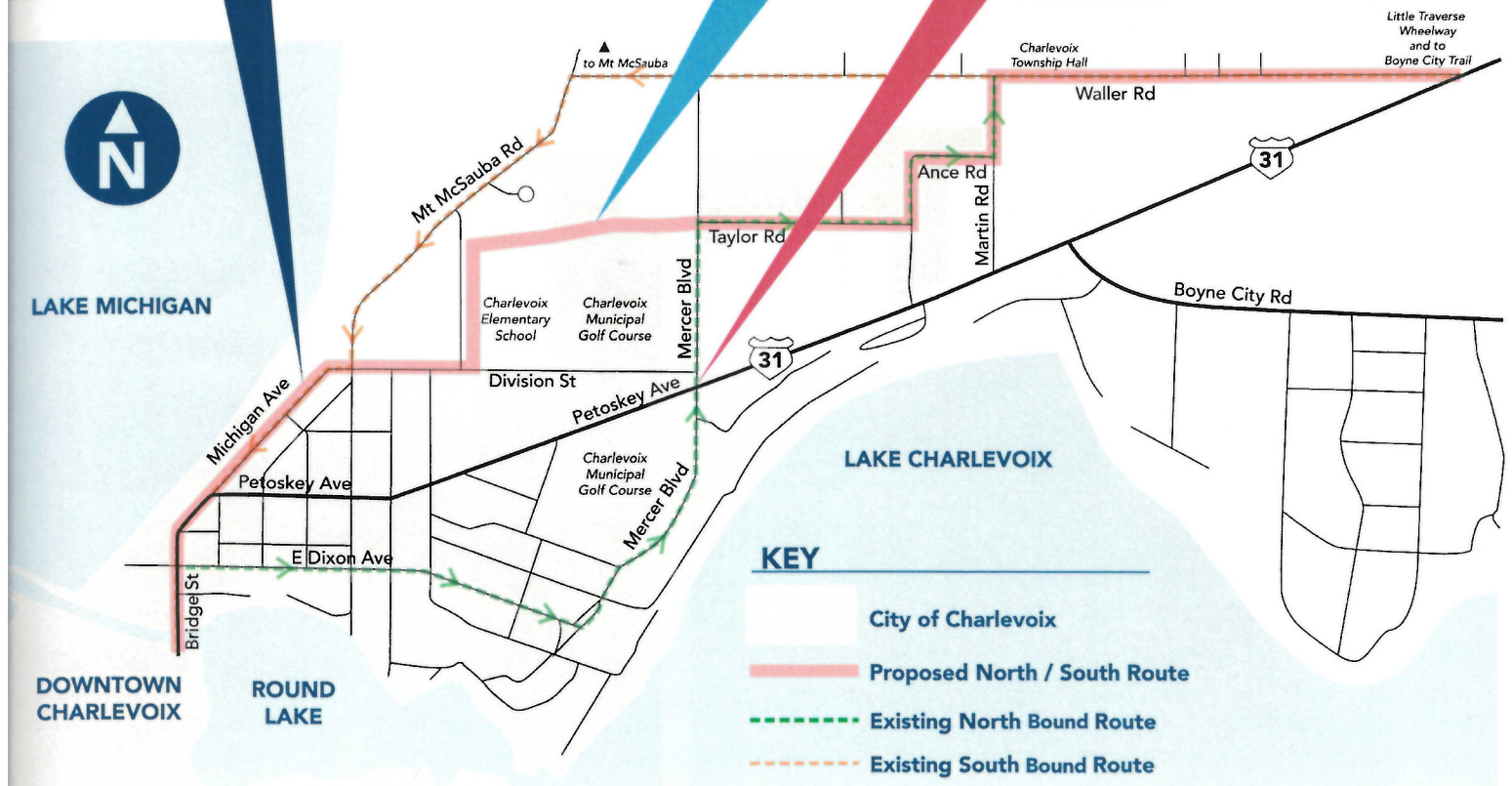
Modified to have parking on one side, vehicular traffic in the center and a multi use contralane path (path allows motion running both ways for bikes)

NEW ROUTE

- Approximately 3/4 mile trail, wooded with beautiful landscaping
- Year-round multi use path (bike, walk, run, snowshoe, cross country ski)
- Multi use path and improved landscaping along Division St

EXISTING ROUTE CONCERNS

- Dangerous crossing at Mercer and US-31
- Confusing separate north and south routes
- Current bike route on busy roads
- Cyclists do not complete route to downtown
- Downtown Charlevoix not seen as a destination



CONNECTION to Area Trails

Little Traverse Wheelway: 26 mile trail, connects Charlevoix/Petoskey/Harbor Springs

Boyne City to Charlevoix Trail: 14.5 mile trail once completed, connects Boyne City to Charlevoix, Phases 1 and 2 completed

Traverse City to Charlevoix Trail: 46 mile proposed route to travel along Grand Traverse Bay along US 31

Lake to Lake Trail: 3 mile trail, connects Lake Charlevoix to Lake Michigan, non-motorized, accessed at Fisherman's Island State Park or trailhead on M-66.

ADVANTAGES and Benefits

The TOP advantages of expanding and improving Charlevoix bike trails and routes are:

- 1|** Giving Charlevoix City and County residents improved and expanded trails for year round use — biking, walking, snowshoeing, cross country skiing and potentially more
- 2|** Support of healthy outdoor activities for all ages and abilities, enjoyment for the whole family
- 3|** Draw more visitors to Charlevoix retail stores, accommodations and restaurants
- 4|** Safer biking for riders and motorists
- 5|** Make Charlevoix a more attractive destination for visitors who use the Little Traverse Wheelway and the Boyne City to Charlevoix Trail and will use the proposed Charlevoix to Traverse City Trail
- 6|** A more attractive and safer connection between the Little Traverse Wheelway and Charlevoix City trails and Charlevoix City center
- 7|** Making maximum use of existing woodland, sidewalks and streets
- 8|** Improved landscaping along the trail and an attractive woodland connector trail
- 9|** Securing money from the Federal and State of Michigan governments and other grants to minimize the local costs
- 10|** Aligns with Charlevoix's Recreational Master Plan: "Work with partners to develop trail systems throughout Charlevoix and to link with surrounding communities"
- 11|** Potential to reduce parking congestion
- 12|** Increasing the property values along and close to the new trail



CHARLEVOIX TRAIL AMBASSADORS NEW TRAIL GOALS:

- 1|** Create a new bike and multi-use path through the woods east and north of the Charlevoix Elementary School (new county property) and north of the city golf course, connecting Division Street to Waller Road via the existing bike route.
- 2|** Expanding the north side Division Street sidewalk to a multi-use pathway including landscaping the area between the pathway and the street.
- 3|** Change Michigan Street from a one-way bike route to a contra flow bike route.

CHARLEVOIX PRELIMINARY ACTION STEPS

- Present tentative plan to City Council for input and consideration
- Modify based on discussion and input from City Council
- Secure City Council approval to study plan
- Coordinate with Charlevoix Recreation Department
- Review with Charlevoix Commission on Aging
- Present to County Commissioners and County Administrator for input and consideration
- Modify based on discussion and input from County Commissioners
- Gain public input using the internet, public meetings and possibly visits to impacted home owners
- During these steps gather information on potential funding sources through the State of Michigan, Federal Government and grants.
- While it is preferable to secure approval and implementation of entire plan, the plan can easily be implemented in steps

Research

Source:

Measuring Trails Benefits Series: Property Value

<http://headwaterseconomics.org/wp-content/uploads/trails-library-property-value-overview.pdf>
(retrieved 11/20/2018)

"Select Research Highlights:

- In San Antonio, Texas, neighborhood trails were associated with a two percent house price premium. Trails that were surrounded by greenbelts were associated with a five percent house price premium.¹
- In southwestern Ohio, the Little Miami Scenic Trail is associated with higher property value in urban, suburban, and rural settings. Up to a mile away from the trail, for every foot closer to the trail, property value increase by about \$7. A home a half mile from the trail would sell for approximately nine percent less than a home adjacent to the trail.²
- In suburban New Castle County, Delaware, homes within 50 meters of bike paths commanded a four percent price premium.³
- In rural Methow Valley, Washington, homes within one-quarter mile of trails benefited from a 10 percent price premium.⁴
- Along a popular trail in Austin, Texas, the price premium ranged from 6 to 20 percent, depending on whether the neighborhood had views of the greenbelt surrounding the trail and whether it had direct neighborhood access to the trail.⁵ This price premium translated to roughly \$59,000 per year in additional tax revenue or five percent of the annual cost of trail construction and maintenance.⁶
- In Indianapolis, researchers found that a high-profile, destination trail was associated with an 11 percent price premium for homes within a half mile of the trail. Other trails had no price premium.⁷

Source:

"Property Value/Desirability Effects of Bike Paths Adjacent to Residential Areas" College of Human Services, Education, and Public Policy University of Delaware, Newark, DE 19716, November 2016

- According to a study by the University of Delaware, walkers and cyclists offer citizens in the neighborhoods increased safety and increased sense of community

Advocates

Charlevoix Trail Ambassadors
Top of Michigan Trails Council

Stakeholders

Charlevoix City and County Residents
Charlevoix City Council
Charlevoix County Government
Charlevoix County Road Commission
Charlevoix Township
Charlevoix Commission on Aging
Charlevoix Business Community
Charlevoix Bike Ambassadors

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Kayak Launch

DATE: December 17, 2018

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

The current Recreation Master Plan designated action items includes installing ADA accessible Kayak Launches at Ferry, Lake Michigan and Depot Beach.

Leadership Charlevoix would like to take on a fundraising project to donate resources for a kayak launch at Ferry Beach. Leadership Charlevoix would also contribute any additional money earned towards this project to assist funding accessibility mats and/or accessible wheelchairs. In addition to working with the Recreation Department, Leadership Charlevoix will be partnering with Disability Network of Northern Michigan to provide assistance in launch design.

Leadership Charlevoix has a goal of raising \$25,000 towards the launch and an additional \$15,000 towards the accessible mats and wheelchair.

The City will be responsible for required permitting. The City will determine dock materials, design and placement. City will be committing to long term maintenance and upkeep of the launch.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to authorize Leadership Charlevoix County to fundraise and install a kayak launch and accessible mat at Ferry Beach and direct the City Manager to sign all necessary agreements.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Public Service Facility Design Contract Amendment

DATE: December 17, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

This agreement with OHM Advisors amends the original design agreement in line with the design services needed to plan the facility discussed by Council last month. It is important to note that the \$10.9 million figure reviewed and approved by Council included this amount and the original design scope we have been operating under. These design fees will be paid with cash saved in the DPW Site Fund which has long served as a savings account for this project.

The total amount of this agreement is \$286,700 which includes the design work discussed above and also interior design and renderings. All details are contained in the attached letter from OHM. This is not an increase in cost to the overall project but simply a piece of the overall cost.

RECOMMENDATION:

Motion to approved the amended agreement with OHM Advisors for \$286,700 and authorize the City Manager to sign the agreement.

ATTACHMENTS:

- ▣ OHM Letter



November 29, 2018

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

RE: Charlevoix Public Service Facility
Fee Breakdown

Dear Mr. Heydlauff:

Thank you for taking the time to meet with us last week and review the next steps for the Charlevoix Public Services Facility. Below is an explanation of our fees and the additional services which were requested.

We request that the current contract is amended based on the following:

Basis of Original Design Fee:

- Architectural fee based on concept budget:
 $\$3,727,435.00 \times 6.44\% = \$240,046.00$
Total original contract = \$240,000

Basis of Amended Design Fee:

- Design Development phase has identified the need for a project with a total budget cost of \$10.9 million. The construction costs are estimated at \$7,749,652.
- Architectural fee based on Design Development phase:
 $\$7,749,652.00 \times 6.44\% = \$499,000.00$
- Current design contract = \$240,000
- Additional amount needed to amend contract = \$259,000
Total design contract = \$499,000 (Original + Amendment)

The projected budget costs of 10.9 million does include a design contingency of \$387,482 plus the original \$240,000; therefore, this design contingency covers the cost of the additional fees for the project.

The City of Charlevoix has also asked for costs to provide Renderings and Interior Design which you can add as you desire.

Renderings:

- 2 exterior 3-Dimension renderings with different views
2 renderings x \$3,000 dollars each = \$6,000
- 2 interior 3-Dimension renderings with different views
2 renderings x \$3,000 dollars each = \$6,000
Total = \$12,000



Interior Furniture:

- Furniture Layout and Selection with bill of materials.
- Furniture finish selections
Fee = \$15,700

A separate contract for Construction Administration (CA) will be negotiated after bidding is complete and the City can determine what level of service they desire for the CA role.

Please let us know if you have any questions on this information. If you need additional information or a different format in order to communicate further with City staff and Council, we can assist. Thank you for the continued opportunity to serve the City of Charlevoix with this great building project!

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "Kevin Koets", located below the "Sincerely," text.

Kevin Koets
Senior Project Manager

Enclosure: Schedule for Final Construction Documents.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Mayoral and Council Appointments

DATE: December 17, 2018

PRESENTED BY: Joyce M. Golding, City Clerk

BACKGROUND:

Per the Volunteer Board and Committee Appointment Policy, open memberships were advertised.

Richard Hodgson requested re-appointment to the Zoning Board of Appeals. This is a Council appointment for a three year term. No other applications were received.

Dale Meredith's term on the Compensation Commission is expiring. This is a Mayoral appointment with Council approval for a five year term.

RECOMMENDATION:

Motion to appoint/re-appoint *name* to the Zoning Board of Appeals, term expiring December 31, 2021.

Motion to appoint/re-appoint *name* to the Compensation Commission, term expiring December 31, 2023.

ATTACHMENTS:

- ▣ Application
- ▣ Meredith Application



**CITY OF
CHARLEVOIX**

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

RECEIVED
DEC 11 2018

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

☐ AIRPORT ADVISORY COMMITTEE	☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE COMMISSION
☐ BOARD OF REVIEW	☐ HOUSING COMMISSION	☒ ZONING BOARD OF APPEALS
☐ COMPENSATION COMMISSION	☐ PLANNING COMMISSION	☐ OTHER _____
☐ DDA/MAIN STREET BOARD	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE

PLEASE PRINT

NAME: Richard Hodgson II
 ADDRESS: 303 Chicago Ave
 HOME PHONE: 547 7296 CELL PHONE: 675 1328
 EMAIL: rich@csbchx.com

ARE YOU A REGISTERED VOTER IN THE CITY? y HOW LONG HAVE YOU LIVED IN THE CITY? 40+
 HAVE YOU EVER BEEN CONVICTED FOR ANYTHING OTHER THAN A MINOR TRAFFIC VIOLATION? no

EDUCATIONAL BACKGROUND: CHS, BSEng from UofM, MBA from MSU

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: 20yrs Engineering, 20yrs bank board, 11 years bank chairman, Irish Boat Shop Board 13yrs

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: CYC board/volunteer

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

ZBA 2000-2001 + 2017-
Main Street Econ Committee

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

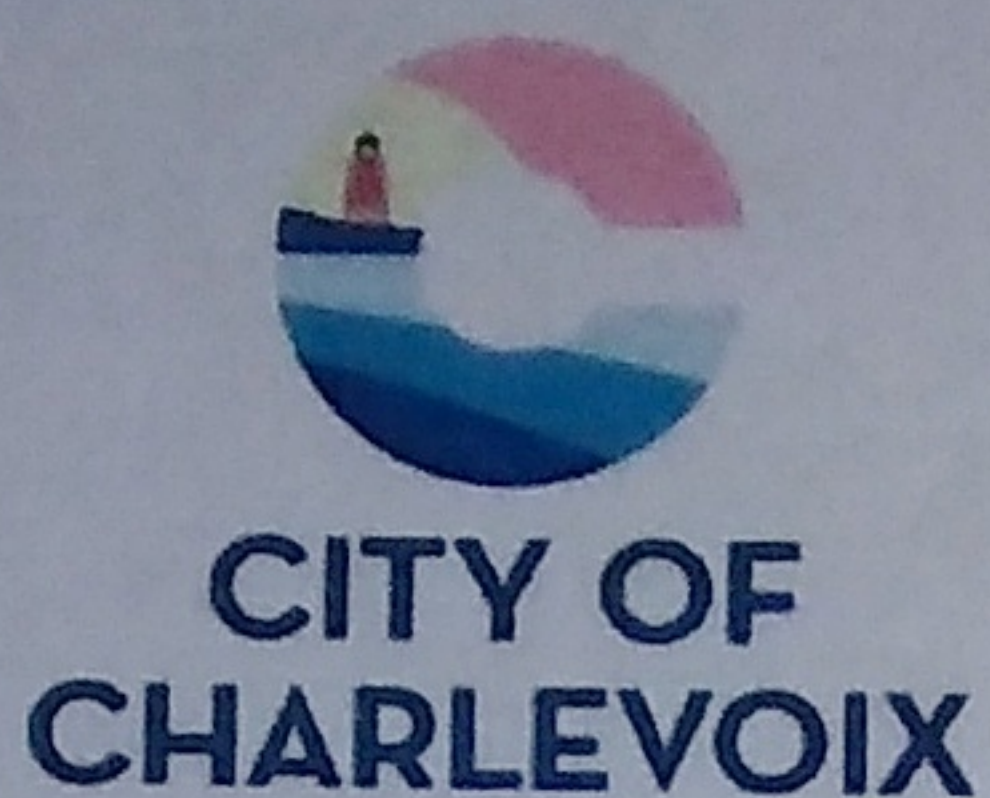
Occasional when/if related bank interest

REASON(S) YOU WISH TO SERVE: ZBA is an interesting way to help

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

SIGNATURE: RM Hodgson II DATE: 12/11/18

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 -- FAX (231) 547-3617 -- EMAIL clerk@charlevoixmi.gov



CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION

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

☐ AIRPORT ADVISORY COMMITTEE	☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE COMMISSION
☐ BOARD OF REVIEW	☐ HOUSING COMMISSION	☐ ZONING BOARD OF APPEALS
☒ COMPENSATION COMMISSION	☐ PLANNING COMMISSION	☐ OTHER _____
☐ DDA/MAIN STREET BOARD	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE

PLEASE PRINT

NAME: DALE MEREDITH

ADDRESS: 103 EATON CT CHARLEVOIX MI 49726

HOME PHONE: 231 547 4705 CELL PHONE: _____

EMAIL: dm8711@yahoo.com

ARE YOU A REGISTERED VOTER IN THE CITY? yes HOW LONG HAVE YOU LIVED IN THE CITY? 60 yrs

HAVE YOU EVER BEEN CONVICTED FOR ANYTHING OTHER THAN A MINOR TRAFFIC VIOLATION? NO

EDUCATIONAL BACKGROUND: Graduated Charlevoix High School 1974. Police Certification at Northern Michigan University Marquette in 1977

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: Worked for city of Charlevoix for 28 yrs.

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: Retired

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

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:
NO

REASON(S) YOU WISH TO SERVE: Application to extend my current role as Commission member as required.

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

SIGNATURE: [Signature] DATE: 11-15-18

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 - FAX (231) 547-3617 - EMAIL clerk@charlevoixmi.gov

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: December 17, 2018

BACKGROUND:

A. Green Team

I am creating a Green Team comprised of some staff and a couple community stakeholders to help advise me on topics related to sustainability and how we can improve City operations. I expect there will be periodic changes and greater awareness for these items going forward. We will also be looking to participate more fully in the Green Communities program sponsored by the Michigan Municipal League.

B. MML Legislative Core Principles

I've attached for your review the Core Legislative Principles of the Michigan Municipal League. Beyond that a picture of Charlevoix is featured in the document, I thought it was worth your consideration of these topics that the MML finds important for the state. I think this platform aligns quite well with the goals we have been pursuing locally.

C. Parking Request for Qualifications

Based on the discussions Council has had and the recommendations we received from Rob Bacigalupi, I have drafted a Request for Qualifications (RFQ) for a firm or firms to provide us with paid parking meters/pay stations/apps as we think about the future of parking downtown. I also have been following the City of Petoskey who has been looking at similar considerations of increasing rates and looking at optimizing parking situations. I've included the draft RFQ for your review and hope to release it next week.

D. Potential Charter Amendments

At your last meeting, there were questions raised about potential amendments to the City Charter. I directed staff to bring potential changes from their area to me and I also reviewed the charter for possible changes. Attached to this report is the compiled report I have drafted. This does not include any changes Council noted--specifically adjustment of terms. The City Attorney will join us again on January 7 and I believe we can discuss these matters with him further during that meeting.

ATTACHMENTS:

- ❑ PC Minutes
- ❑ 2018-2019 Core Legislative Principles
- ❑ Potential Charter Amendments
- ❑ City Charter
- ❑ Draft Parking RFQ

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, November 12, 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: Ben Edwards, Toni Felter, Brian Gelb, Rick Golding, Jennifer Muladore, Phillip Parr, RJ Waddell

Members Absent: Dennis Halverson

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

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Commission members approved the agenda as presented.

E. Approval of the October 8, 2018 Minutes

Motion by Member Waddell, second by Member Gelb to approve the minutes of October 8, 2018 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Review of October Walking Tour

Chair Chamberlain stated that Networks Northwest had a great seminar on workforce housing that he and Member Waddell attended. Member Waddell summarized information obtained through the seminar.

Planning Commission members shared their thoughts and observations of the October walking tour including the need for year-round workforce housing, ways to change the zoning to allow for small structures or breaking up existing structures into smaller units, number of vacant City-owned properties, and the condemned building at 210 Mason Street. Discussion followed regarding granny flats, summer rentals, workforce housing, and conversions of single-family homes.

Administrator Scheel stated that he was not familiar with the issues at 210 Mason Street, but would investigate the situation. He stated that three houses had enforcement actions that could result in demolition; two of the houses were on W. Upright and one on W. Lincoln, as well as the old gas station on Petoskey Avenue.

2. Housing Options Discussion

Planner Egan stated that in her exploration of the City the entire R-2 district is not the same, as it was all developed in different eras. She felt the idea of allowing home conversions, quadplexes, and accessory dwellings does not apply equally across the district, and she suggested they go block by block and decide what fits where. She displayed a colored-coded map to assist in the discussion with three labeled areas: Downtown, Midtown and Traditional.

Discussion followed regarding each of the Use/Standard Categories:

- Accessory Dwelling Units: General consensus to allow such units in each of the three areas.
- Home Conversion: A dwelling unit with eating, sleeping and living quarters. This category would allow taking an existing single-family home and converting it into a multi-dwelling. Consensus that home conversion would be allowed in each of the three areas.
- New Multi-Family: A new building with three or four units. Discussion followed regarding the appropriateness of this type of use on a case-by-case basis in any of the three areas.
- Single-Room Occupancy: Would allow property owners to rent single bedrooms. Discussion followed regarding this use including consequences and benefits of such uses, property owner required to be living in the home and two-unit properties with one being a short-term rental.
- Parking: Code requires two parking spaces per residential dwelling and 1.5 spaces per unit for multi-family dwellings. She stated that parking standards were decreasing and some cities were allowing on-street parking to

count toward the required number of parking spaces. Member Waddell noted that Charlevoix requires no parking on City streets during snow removal time. Discussion followed regarding parking restrictions in other cities, assigned spaces in City parking lots, likelihood of making changes to the current parking requirements, and cities that alternate parking by day on either side of the street during the winter.

Planner Egan stated that she would provide the Commission sample standards with option A and B language for different kinds of approaches to lot coverage or the use of existing buildings for accessory dwelling units. Chair Chamberlain suggested including trends for amount of living space.

3. RV Storage Contradiction

Administrator Scheel stated that there was a contradiction between the Zoning Ordinance and the Nuisance Ordinance regarding storing a recreational vehicle. He stated the owner of a recreational vehicle is allowed to store it on their property for an undetermined amount of time, and if the property owner did not own the vehicle it could be stored for no more than 24 hours. The Nuisance Ordinance allows one to store a recreational vehicle in need of repair or that is currently for sale up to 15 days, otherwise it could not be stored on the owner's property. Administrator Scheel was seeking input from the Planning Commission on this matter. He stated that there were no restrictions in the Zoning Code as to where the recreational vehicle could be parked. Discussion followed regarding issues related to recreational vehicles and where the vehicles could be stored. Chair Chamberlain asked Administrator Scheel to research how other cities address storage of recreational vehicles.

H. Old Business

I. Staff Updates

Administrator Scheel stated the height of buildings was changed in a recent ordinance update to half way up to a pitched roof from grade and to the top of a flat roof. In the obsolete ordinance there was language regarding "turrets, cupolas, widow's walks, and similar architectural features, not including mechanical equipment, chimneys, plumbing vents and similar appurtenances shall be considered building roof for height calculation purposes". He stated that a flat roof building under construction and a future project had roof top mechanical equipment, air handling equipment and elevator components. The new ordinance does not address mechanical equipment. He questioned if building height was representative of the mechanical equipment or was it specifically removed from the ordinance. Chair Chamberlain felt that they were looking at common sense for a pergola or mechanical devices. Member Gelb questioned if it was problematic to leave the language open other than to say standard mechanical equipment is not part of the building height calculation. Administrator Scheel stated that the request involved access to the roof by a staircase. Discussion followed regarding the current language for above the roof height, issues with other components on a roof, and screening requirements.

Planner Egan stated that there was someone who wanted to donate a shuffleboard court to the City. She explained that the request would come to the Planning Commission first because it was a donation with a lot of steps involved in selecting a location, going through the Design Committee and DDA, in addition to going before City Council. Chair Chamberlain stated that the Commission discussed a shuffleboard court earlier in the year for East Park/Bridge Park and their recommendation had been "thank you, but no thank you".

Planner Egan questioned when the Commission elected its officers and approved the annual meeting schedule for the year. Chair Chamberlain responded that it happened at the first meeting of the year.

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

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

Motion by Member Felter, second by Member Gelb to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:53 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair



2018-2019 Core Legislative Principles

Vibrant 21st century communities are the economic engines of our state

Experts from around the world—in academic, business, and public sectors alike—agree that investing in communities is a critical element to long-term economic development in the 21st century. Michigan’s future depends on its ability to attract and retain knowledge-based workers. Central to attracting this priceless commodity is place. Research proves that successful 21st century communities achieve that sense of place by effectively leveraging the following key assets, which must remain at the forefront of legislative policy as well as local, regional, and statewide strategies for investment and economic development:

► Physical Design and Walkability

Prime location in the 21st century means compact, dense, walkable settings that provide safe and convenient access to the places people live, work, shop and play. The desire for such places is especially strong among educated millennials and boomers, key demographics in our new economy.

Recommended Actions: Creating and protecting authentic places requires smart planning and development, infrastructure investment, and historic preservation. Revitalization at the local level requires a range of flexible zoning, planning, and financing tools bolstered by predictable and meaningful state and federal incentives, with priority for developed communities.



► Multimodal Transportation Networks

Around the world, thriving metropolitan regions offer a range of safe and appealing transportation options for all users: pedestrians, bikers, public transit riders and drivers.

Recommended Actions: Long-term reliable transportation funding sources must support infrastructure maintenance and improvement, including multimodal transit options. Infrastructure investment should be prioritized for developed, full-service communities and regions.

► Environmental Sustainability

Being good stewards of our environmental resources is not just a “feel good” proposition; it is an economic necessity. Michigan’s unique natural resources position us apart on a global scale in terms of the emerging green economy, and they provide unparalleled quality of life for our residents.

Recommended Actions: Local governments are key partners with state and federal agencies in protecting these resources, and in leading our collective transition to the new energy economy. State and federal policy must be flexible and supportive of local efforts to invest in energy efficiency, alternative energy, water quality, and related infrastructure. Financial resources and technical assistance for local initiatives are key to success.



► Cultural Economic Development

A healthy creative sector that offers a wide range of entertainment and cultural enrichment options has considerable economic impact on a region. It is also a primary factor in attracting and retaining residents and businesses alike.

Recommended Actions: Investment in arts and culture pays dividends directly, and adds much to our collective quality of life and sense of place. State and federal policy must recognize the arts and culture sector as a strategic economic development partner and value it accordingly.

► Entrepreneurship

The new economy is being built at the local level, growing jobs by ones and twos through entrepreneurs and small businesses.

Recommended Actions: Economic development strategies aimed at leveraging existing talent and firms at the local level—economic gardening—must be prioritized. Local governments must be engaged as key partners in collaborative approaches to supporting and nurturing small business growth at the state and regional level.



► Welcoming

Creating and sustaining a genuine commitment to inclusion and diversity is essential to attracting and retaining an educated, talented workforce. 21st century communities embrace and celebrate people of all backgrounds and recognize that diversity is an unparalleled source of strength and an invaluable competitive advantage in a global economy.

Recommended Actions: Policies at all levels must foster inclusion of all people in the civic life of our communities, regardless of their race, color, religion, age, sex, sexual orientation, gender identity or national origin. To build a prosperous state and vibrant cities, Michigan must be welcoming to all who wish to make its communities their home and place of business.



► Education

Educational institutions play a central role in growing and supporting a knowledge-based economy, particularly effective talent retention initiatives. As anchor institutions, public and private schools, libraries, colleges, and universities bring opportunities beyond education, including research, entertainment, arts and culture, healthcare, and recreation.

Recommended Actions: Local government must be empowered to effectively collaborate with these key community stakeholders and participate as a partner in decisions that impact the broader community.

► Messaging & Technology

Technology and telecommunications infrastructure are a basic necessity for a thriving economy and for attracting and retaining talent. Access to reliable technology infrastructure influences where businesses and residents choose to locate. Technology also offers innovative ways to communicate with residents and serves as an important tool to promote transparency.

Recommended Actions: Local governments must retain the right to establish, own and operate existing, new and emerging systems. They also need the opportunity to partner with private and public service providers to deliver critical access to technology and related infrastructure to their residents and business community. In addition, local communities must have the primary right to define locations for infrastructure in or near rights-of-way that meet the safety and aesthetic needs of homeowners, the community, and the engineering needs of the provider.

Changing the Fiscal Model

► Municipal Finance and Services

Local government provides the infrastructure and services that impact our quality of life every day: clean drinking water, safe streets, emergency help, enjoyable parks, exciting downtowns, and the amenities and programming that make communities special. Yet year after year, local government is called upon to support infrastructure and provide services on a broader scale with less and less capacity to meet the needs of its businesses and residents.

Our current system for funding local government relies heavily on property taxes, which due to our restrictive property tax system, are held at artificially deflated levels. The limitations imposed by our current funding structure means we will be left in decline even during an economic recovery. Worse yet, the state and federal governments have systematically disinvested in local communities over the years, with state support for revenue sharing to cities, villages, townships and counties down over \$8.5 billion in the past 20 years. Michigan ranks 50th nationally in local funding while every other state has increased their total local funding support during that time.

The infrastructure that supports our transportation, water, wastewater, utilities, and public buildings is aging and crumbling due to deferred maintenance and repair. Our finance model does not provide adequate funding to fully maintain and invest in our critical infrastructure. Efforts to reform municipal finance need to provide funding levels that will enable local governments to address these long term structural costs that are not being met.

Recommended Actions: Reforms to the municipal finance system are necessary for our survival. These reforms must provide fiscal stability and sufficient flexibility to allow for the necessary investments in attracting and retaining the talent that drives our economy.

• COST CONTAINMENT MEASURES -

Michigan's communities are burdened by a crushing level of debt from retiree health care obligations (OPEB) and to a lesser degree employee pensions, diverting money from current operations and service delivery. We need to move to a different service delivery model for providing reasonable benefits without burdening future budgets.

• LOCAL GOVERNMENT STRUCTURE -

Historically we have evaluated the efficiency or necessity of any infrastructure improvement within the limited context of a political boundary. This has led to methods of service distribution in Michigan that are fragmented, duplicative, and inefficient. We should maximize investment in existing infrastructure rather than creating systems and infrastructure that reduce economies and efficiencies elsewhere. Evaluating the structure of local government in Michigan can reveal innovative ways to increase efficiency in how our communities meet the demands of residents and businesses.

• MORE STABILITY AND DIVERSITY FOR LOCAL REVENUE -

If we truly want a great Michigan, then we must commit to a strategy of investing in what really matters: our communities. To that end, a stable, growing revenue sharing system must be a priority. State laws and policies should support local revenue options and innovative investment financing tools for our communities to be competitive with the surrounding Midwestern states.

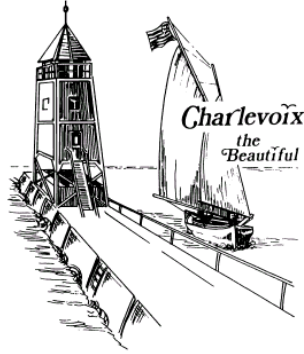


**Potential Charter Amendments as Noted by Staff
December 2018**

- Section 1.2 Ward Boundaries- Alteration Thereof: Recommend striking and replacing with:
The City of Charlevoix, Charlevoix County, Michigan shall be divided into three wards which shall be evenly balanced with the population of the City as established by the decennial Census of the United States. The boundaries shall be adjusted as needed by ordinance following each census or upon a significant change in the boundaries of the City by way of annexation or other legal modification of the size and population of the City.
- Section 2.11 Council- Compensation: Recommend changing frequency of payment to quarterly or as the Compensation may otherwise determine
- Section 2.12 Council- Reimbursement: Recommend changing the submission of receipts and other expense justifications to the City Clerk
- Section 2.13 Council- Property: Recommend changing the return of property to the City Clerk
- Section 2.15 Council- Meetings- Minutes and Notices Thereof:
 - a. Recommend changing the organizational meeting to be held at the start of the next regularly scheduled meeting of the City Council following the November election of Council Members and the Mayor
 - b. Recommend the Council shall meet not less than monthly
 - c. Recommend changing to indicate the calling of special meetings shall be in keeping with the requirements of the laws of the State and notice of such meetings to Council members shall be in keeping with the manner in which Council routinely receives notifications of meetings and agendas
 - d. Recommend changing to indicate schedules of meeting and notice of special meetings will be given and publicly noticed in accord with the laws of this State
 - g. Recommend striking section
- Section 2.16 Council- Powers and Limitations: Recommend striking paragraph H
- Section 2.18 Council- Overall Control of Municipal Operations: Recommend striking and replacing with:
 - In keeping with its authority to set and control the budget for the City and its various entities, the Council shall effect management by way of setting compensation and number of staff in the annual budget and directives it may give to the City Manager from time to time. When requested by Council, the City Manager shall promptly report to Council on such management affairs including but not limited to: the organizational structure of the government; job descriptions; employee benefits; and, employee compensation.
- Section 3.3 and 3.4 City Manager- Appointment and Removal: Recommend striking both and replacing with one section:
 - Upon a majority vote of the Council, the City Council shall appoint a City Manager solely on the basis professional merit and ability. The Council may enter into a contract with the City Manager in the customary manner for such positions. The Council may terminate this contract upon its expiration or with a vote of not less than 2/3 of the entire Council.
- Section 3.5 and 3.6 City Manager- Filling Vacancy and Temporary Absence: Recommend striking both and replacing with one section:
 - Acting City Manager

The City Manager shall designate one or more qualified members of the City staff to act in his or her absence or incapacitation. When the office of City Manager may become vacant or upon the removal of the City Manager, the Council shall appoint a member of the City's staff or another qualified person to exercise the duties of the office for not more than one year.

- Section 3.14 Employee Contracts- Severance Payments: Recommend striking section
- Section 5.3 Ordinances- Composition- Hearings- Publications
 - d. Strike section and replace with:
Except as otherwise provided by law or this Charter, a summary of each ordinance, including emergency ordinances, shall be published in a local newspaper and the full text of each ordinance shall be posted by the City in an electronic conveyance with paper copies available for review in the City Clerk's office. Such posting shall occur within 10 days following the adoption of the ordinance by the City Council.
- Section 7.8 Public Hearing: Recommend modifying to indicate the budget public hearing shall be held in compliance with the laws of this State
- Section 8.5 Board of Review: Recommend striking paragraph d and replacing with:
The City Clerk shall take or cause minutes of the Board of Review to be taken and shall serve as Clerk of the Board of Review; the Assessor shall provide professional guidance to the board and attend meetings upon request.
- Section 8.8 Assessment- Notice of Change to Owners: Recommend striking and replacing with:
Notices of changes in assessment shall be delivered to respective property owners. Such notice shall be delivered in the form and manner prescribed by the laws of this State. The failure of the property owner to receive notice shall not invalidate an assessment roll or an assessment on property.



CITY CHARTER

for the

CITY OF CHARLEVOIX

(Elected April 3, 1978)
EFFECTIVE JUNE 5, 1978

CITY CHARTER
for
THE CITY OF CHARLEVOIX

(Elected April 3, 1978)
EFFECTIVE JUNE 5, 1978

QUO-NOJ-WON AN-DAH-NOO-KEE-ING BAA-KAD-BEH-NOT-ZEE-ING.
KEEN-NAH-WEH-SAH AN-DAH-NOO-KEE-ING
SHANG-GWOK-O-ZEE-BEENG
BOK-SAN-DAH-NEH-CHEE-ISH-PAN-DAH-MONG
O-GEH-MA-WIN. (OTTAWA)

Nature achieves beauty through order. The Citizens of Charlevoix
desire to insure beauty in their lives through the good order of their government.

Submitted by
The Charter Commission
City of Charlevoix, Michigan
Elected April 7, 1975

AMENDED
November 4, 1980
November 3, 1981
December 6, 1982
November 5, 1991
April 6, 1992
February 18, 2004
November 7, 2006
July 18, 2011
August 5, 2014
November 7, 2017

ARTICLE I ESTABLISHMENT OF CITY GOVERNMENT

SECTION	SUBJECT	PAGE
1.1	City Boundaries.....	1
1.2	Ward Boundaries-Alteration Thereof.....	1
1.3	Powers - General.	2
1.4	Powers - Scope of.....	2
1.5	Powers - Intergovernmental.....	2
1.6	Public Welfare.	2

ARTICLE II FORM OF GOVERNMENT

2.1	Council - Manager – Plan.....	3
2.2	Council – Membership	3
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ARTICLE I

ESTABLISHMENT OF CITY GOVERNMENT

Section 1.1 CITY BOUNDARIES

The municipal corporation heretofore established and now existing and known as "The City of Charlevoix", shall continue as a municipal corporation under the same name, and the boundaries of the City existing when this Charter takes effect shall continue in force until changed in accordance with law.

Section 1.2 WARD BOUNDARIES - ALTERATION THEREOF

The City of Charlevoix, Charlevoix County, Michigan, shall be divided into three (3) wards, with their several boundaries described as follows:

- (1) **First Ward:** All that territory embraced within the corporate limits of the City of Charlevoix lying Northerly and Easterly of the following described line:

BEGINNING at the North extension of the centerline of Grant Street at the shore of Lake Michigan (on the North side of Pine River Channel); thence Southerly along the extended centerline of Grant Street to the centerline of Park Avenue; thence Southwesterly along the centerline of Park Avenue to the centerline of Sherman Street; thence South along the centerline of Sherman Street to the centerline of Hurlbut Avenue; thence East along the centerline of Hurlbut Avenue to the centerline of Bridge Street; thence North along the centerline of Bridge Street to the centerline of Mason Street; thence East along the Easterly extension of Mason Street to the shore of Round Lake; thence Northeasterly to a point in the middle of Round Lake at the intersection of the Southerly extension of Nettleton Street with the Easterly extension of Clinton Street; thence Southeasterly to the centerline of the Upper Pine River Channel (Southerly of Park Island) with Round Lake; thence Southeasterly along said centerline of said Upper Channel to Lake Charlevoix being the Point of Ending.

- (2) **Second Ward:** All that territory embraced within the corporate limits of the City of Charlevoix contained within the following described boundary:

Commencing at the North extension of the centerline of Grant Street at the shore of Lake Michigan (on the North side of Pine River Channel); thence Southerly along the extended centerline of Grant Street to the centerline of Park Avenue; thence Southwesterly along the centerline of Park Avenue to the centerline of Sherman Street, being the **POINT OF BEGINNING** of this description; thence South along the centerline of Sherman Street to the centerline of Hurlbut Avenue; thence East along the centerline of Hurlbut Avenue to the centerline of Bridge Street; thence South along the centerline of Bridge Street to the centerline of St. Mary's Drive; thence West along the centerline of St. Mary's Drive to the centerline of State Street; thence South along the centerline of State Street to the centerline of Carpenter Avenue; thence West along the centerline of Carpenter Avenue to the West corporate limits of the City of Charlevoix; thence North along said corporate limits to the centerline of Park Avenue; thence Northeasterly along the centerline of Park Avenue to the Point of Beginning.

- (3) **Third Ward:** All that territory embraced within the corporate limits of the City of Charlevoix lying Southerly and Easterly of the following described line:

BEGINNING at Sheridan Street at the corporate limit; thence East along the centerline of Carpenter Street to the centerline of State Street; thence North along the centerline of State Street to the centerline of St. Mary's Drive; thence East along the centerline of St. Mary's Drive to the centerline of Bridge Street; thence North along the centerline of Bridge Street to the centerline of Mason Street; thence East along the Easterly extension of Mason Street to the shore

of Round Lake; thence Northeasterly to a point in the middle of Round Lake at the intersection of the Southerly extension of Nettleton Street with the Easterly extension of Clinton Street; thence Southeasterly to the centerline of the Upper Pine River Channel (Southerly of Park Island) with Round Lake; thence Southeasterly along said centerline of said Upper Channel to Lake Charlevoix being the Point of Ending.

The City Council shall, by ordinance, when it deems necessary, or when required by law, alter the boundaries of the several wards of the City.

ANNOTATION: WARD BOUNDARIES REVISED BY ORD. NO. 420, DECEMBER 6, 1982; ORD. NO. 595, April 6, 1992; ORD. NO. 672, February 18, 2002.; ORD. NO. 750, July 18, 2011.

Section 1.3 POWERS - GENERAL

The City has the comprehensive home rule power conferred upon it by the Michigan Constitution, subject only to the limitations on the exercise of that power contained in the Constitution and laws of this State or in this Charter. The City has all other powers which a City may possess under the Constitution and laws of this State.

Section 1.4 POWERS - SCOPE OF

The specific mention of particular powers in this Charter shall not be construed as limiting in any way the general powers of the City stated in this article.

Section 1.5 POWERS - INTERGOVERNMENTAL

The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more municipal corporations, states or civil divisions or agencies thereof, or with the United States or any agency thereof.

Section 1.6 PUBLIC WELFARE

The City, the City Council and the City Manager shall provide for the public peace and health, and for the safety of persons and property within the City.

ARTICLE II

FORM OF GOVERNMENT

Section 2.1 COUNCIL - MANAGER PLAN

The form of government provided for in this Charter shall be that known as the "Council-Manager Plan". Except as otherwise provided by law or by this Charter, the Council shall have full authority to exercise all powers conferred upon the City.

Section 2.2 COUNCIL - MEMBERSHIP

The Council shall consist of six (6) members, two (2) elected from each of three (3) wards, on a non-partisan basis, by the electors of their respective wards.

Section 2.3 COUNCIL - QUALIFICATIONS

Members of the Council shall be registered electors of that ward in the City of Charlevoix from which they are nominated and elected.

Section 2.4 COUNCIL - TERMS

The Council members shall be elected for a term of two (2) years. The term of each Council member shall start on the first regular City Council meeting after their election, except as provided for in Article XIV, Section 14.3.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 5, 1991.

Section 2.5 COUNCIL - DEFINITION OF VACANCY

The office of any Council member shall become vacant upon the occurrence of one or more of the following events:

- a. Any reason specified by law as creating a vacancy.
- b. The Council members' death.
- c. The Council member's resignation tendered to the Council at a regular meeting and accepted by the Council.
- d. The Council member's termination of residency in the ward from which elected, or lack at any time during the term for which elected of any qualification for the office as prescribed by this Charter or by law.

- e. The Council member's absence from five (5) consecutive regular meetings of the Council, or fifty percent (50%) of the regular meetings in any one (1) calendar year, unless the absences are excused and the reasons entered in the proceedings of the Council.
- f. The conviction of the Council member of any felony in any court of any State of the United States, or in any Federal court.

Section 2.6 COUNCIL - FILLING OF VACANCIES

When a vacancy occurs on the Council, the Council shall appoint another person from the ward in which the vacancy occurs to serve for the remainder of the vacant term. This appointment is to be completed within thirty (30) days of the time at which the vacancy occurs,

In the event that three (3) or more vacancies exist simultaneously on the Council, the Clerk shall call a Special Election as authorized by law, and all vacancies shall be filled for the remaining portions of the vacant terms.

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

Section 2.7 COUNCIL - JUDGE OF QUALIFICATIONS

The Council shall be the judge of the continuing qualifications of its members, and of the grounds causing a vacancy in office. Decisions by the Council under this section shall be subject to review by a court of competent jurisdiction.

Section 2.8 COUNCIL - OATH - FILING THEREOF

Every elected and appointed Council member, before commencing official duties, shall take and subscribe to the following oath:

"I do solemnly swear (or affirm) that I will support the constitutions of the United States of America and the State of Michigan and the Charter of the City of Charlevoix, and that I will faithfully discharge the duties of this office on behalf of all the citizens of the City, to the best of my ability."

The Council member shall file the oath, duly certified by the official before whom it was taken, in the office of the City Clerk.

Section 2.9 DEPUTY MAYOR - ELECTION OF

The Council shall elect one (1) of its members to serve as Deputy Mayor at the organizational meeting of the Council. The Deputy Mayor shall serve until the next organizational meeting of the Council or until a successor takes office. If a vacancy occurs in the position of Deputy Mayor, then the Council shall fill the vacancy at the first meeting after the vacancy occurs.

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

Section 2.10 MAYOR - DEPUTY MAYOR - DUTIES

The Mayor shall be the chief executive officer of the City. He shall be President of the Council for all purposes, including those purposes required by civil or military law, and shall have such other duties as prescribed by this Charter. The Mayor shall preside at all meetings of the Council but have no vote therein, except in the case of a tie vote of the Council, in which event the Mayor shall cast the deciding vote. The Mayor shall have no veto power. The Mayor shall authenticate by signature such instruments as the Council, this Charter, or the laws of the State or of the United States, may require. The Deputy Mayor shall act as Mayor during the absence or disability of the Mayor, or, if a vacancy occurs, shall become Mayor for the balance of the term. During the temporary absence or disability of the Mayor, the Deputy Mayor shall not be disqualified from voting as a member of the Council.

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

Section 2.11 COUNCIL - COMPENSATION

Each Council Member, the Mayor and the Deputy Mayor shall receive as payment for services a sum as determined by the local Compensation Commission, which shall be established in accordance with Public Act 1972, No. 8 as amended.

Such compensation shall be payable bi-weekly or as otherwise determined by the local Compensation Commission, and except as otherwise provided in the Charter, shall constitute the only remuneration which may be paid for services performed by such officers for the discharging of official duties for or on behalf of the City during their term of office.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 4, 1980 AND AUGUST 5, 2014.

Section 2.12 COUNCIL - REIMBURSEMENT

The City Council may reimburse a Council member, and/or the Mayor, for any reasonable expenses incurred on behalf of the City. Claims, supported by receipts, must be submitted to the Council.

Section 2.13 COUNCIL - PROPERTY

The Council members and other elected or appointed officials leaving office shall deliver to the Council within thirty (30) days all City property of every kind, name, and nature in their custody, which in any way pertains to their office.

Section 2.14 ELECTED OFFICIALS - RECALL

Any elected officer provided for in this Charter may be recalled by the voters of the City in the manner prescribed by law.

Section 2.15 COUNCIL - MEETINGS - MINUTES AND NOTICES THEREOF

a. An organizational meeting of the Council shall be held at the first meeting of the Council after the November General Election. The meeting shall be held for the purpose of organization at the usual place for holding meetings of the legislative body of the City, at seven o'clock in the evening (7:00 p.m.), or the first day thereafter that is not a legal holiday, except as provided in Article XIV. At the organizational meeting, the Council may consider matters in addition to organizational matters.

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

b. The regular meetings of the Council shall be held at least twice each month. These meetings shall be held at the City Hall unless otherwise provided for by ordinance.

c. Special meetings of the Council may be called by the City Clerk upon a request of the Mayor, or Deputy Mayor, or any three (3) Council members. The City Clerk shall notify all Council members of any special meeting and the business to be transacted at that meeting. This notice shall be given to all Council members in writing at least twelve (12) hours before the time of the special meeting. Notice shall be served personally or delivered to the residence of the Council member. However, any special meeting of the Council at which all members of the Council are present or have, in writing, waived the notice requirement of this sub-section and at which a quorum of the Council is present, shall be a legal meeting, so long as the other provisions of this section regarding public notice have been properly completed.

d. The City Clerk shall post a notice of the times established for regular scheduled meetings of the Council in a conspicuous public area of the City Hall at such times so as to comply with the laws of the State, and in no event fewer than three (3) days prior to the first (1st) regular scheduled meeting of the Council. The City Clerk also shall post a notice of all special meetings and their purposes in a conspicuous public area of the City Hall at such times so as to comply with the laws of the State, but in no event fewer than twelve (12) hours prior to the time of the meeting. No business shall be transacted at a special meeting of the Council except as set forth in the notice of the special meeting.

e. Four (4) Council members shall be a quorum for the holding of all meetings of the Council, but, in the absence of a quorum, two (2) Council members may adjourn any regular or special meeting to a later date. When reconvening an adjourned meeting, notice of the time and place of that meeting shall be given in the manner required of a special meeting, as set out in sub-section d, except that in the case of an adjourned regular meeting no statement of the business to be transacted need be included in the notice.

f. The Council may adopt rules and by-laws for its procedures that are not inconsistent with this Charter or the laws of the State. The Council shall keep a journal of its proceedings, written in English.

g. The proceedings of the Council shall be published in a local newspaper of general circulation in the city within ten (10) days after each meeting of the Council. The publication of a synopsis of these proceedings, prepared by the City Clerk, showing the substance of each separate action of the Council, shall constitute compliance with the requirements of this provision.

h. All regular and special meetings of the Council and all records of the municipality shall be open to the public.

Section 2.16 COUNCIL - POWERS AND LIMITATIONS

a. Except where authorized by this Charter, no elected official shall hold any other office or City employment during the term for which elected.

b. Upon majority vote of the entire Council, the Council may require the City Manager to suspend or discharge any City official or employee whom the City Manager or his subordinates are empowered to appoint or hire. The Council may offer its opinions and freely discuss with the City Manager anything pertaining to the appointment, suspension, removal or disciplining of any such officials or employees.

c. The Council and its members shall deal solely through the City Manager with officials and employees subject to the direction and supervision of the City Manager. Neither the City Council

nor its members, individually, shall give orders to any such officials or employees, either publicly or privately.

d. The Mayor, as President of the Council, may be delegated by the Council to convey to the City Manager its concerns or its orders with the respect to the conduct of officials or employees subject to the direction and supervision of the City Manager, but otherwise the Mayor is bound by the same restrictions as apply to the Council and its members under "sub-section c", immediately preceding.

e. All Council members, City officials and employees, when engaging in City business, shall be guided by the conflict of interest laws of the State.

f. The Council shall not have the power to sell, divide, lease, partition, plat, subdivide, or dispose of any City park or cemetery, or any part thereof, unless specifically approved by a majority of the electors voting thereon at any general or special election, except as provided for in "sub-section h" of this section. 'City park' shall include any property designated as a City park by official action of Council as a 'City park'. Once property is designated as a City park, the designation of property as a City park shall not be removed or changed unless specifically approved by a majority of the electors voting thereon at any general or special election.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 7, 2017.

g. The Council shall not have the power to sell, divide, lease, partition, plat, subdivide, or dispose of any City owned interest in real property which lies within one-hundred (100) feet of the water's edge of Lake Michigan, Round Lake, or Lake Charlevoix, or the connecting waterways, unless specifically approved by a majority of the electors voting thereon at any general or special election, except as provided for in "sub-section h" of this section. This sub-section does not apply to the normal operation of a cemetery.

h. The Council may, by a majority vote of the entire Council, when it deems it in the best public interest, lease for a period of not more than five (5) years those facilities used in connection with the operation of public parks and/or beaches, City owned docks with freight storage facilities, and buildings used in connection with the operation of the City owned airport. The Council has the power to sell lots and/or plots in any City owned cemetery.

Section 2.17 COUNCIL - INVESTIGATION

The City Council may make investigations into the affairs of the City and the conduct of any City department, office or agency, and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the Council shall be guilty of a misdemeanor and be

punishable by a fine of not more than One Hundred Dollars (\$100.00), or by imprisonment for not more than ninety (90) days, or both. The punitive powers herein stated shall not be exclusive and shall not prejudice the right to remove officers or discharge employees, and the Council shall have the power in the name of the City to institute injunctive proceedings, both to restrain and to enforce performance and observance of the law and ordinances.

Section 2.18 COUNCIL - OVERALL CONTROL OF MUNICIPAL OPERATIONS

The Council shall effect the development of, and the periodic updating of, such management guidelines as may be deemed appropriate for the proper exercise of its authority over and discharge of its responsibility for all municipal operations. Such management guidelines are to include - but are not to be limited to - organization charts with lines of authority and responsibility, job descriptions and qualifications, procedures, reporting, and personnel rules. These shall be sufficiently detailed to serve adequately as parameters for daily operations - but not so tightly drawn as to stifle initiative or impose inflexibility.

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

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

ARTICLE III ADMINISTRATION

Section 3.1 ADMINISTRATION OFFICIALS

The administration officials of the City shall be the City Manager, City Clerk, City Attorney, City Assessor, City Treasurer, Police Chief, and Fire Chief. The Council may create, combine, separate, or abolish administrative offices in any manner not inconsistent with law or this Charter, and shall prescribe the duties thereof, in order to insure the proper operation of the City government. No action of the City Council, however, shall abolish the office of the City Manager nor diminish any of the powers of that office as set forth in this Charter. Except as otherwise herein provided, the qualifications, duties and compensation of City officers shall be determined by the City Council.

Section 3.2 ADMINISTRATION OFFICIALS - APPOINTMENT - PROMOTION - COMPENSATION

All appointments, promotions, and compensation of administrative officials shall be made solely on evidence of merit and fitness.

Section 3.3 CITY MANAGER - APPOINTMENT

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

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

Section 3.4 CITY MANAGER - REMOVAL

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

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

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

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

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

Section 3.5 CITY MANAGER - FILLING VACANCY

Upon the occurrence of a vacancy in the office of City Manager, or upon his suspension pursuant to Section 3.4, the Council, while it is attempting to fill the office, may appoint an Acting City Manager for a period not to exceed six (6) months, during which the Acting City Manager shall serve at the will of the Council and may be immediately removed without compliance with Section 3.4. Appointment and removal shall be effected by majority vote of the entire Council.

Section 3.6 CITY MANAGER - TEMPORARY ABSENCE

When the City Manager is absent from duty, or disabled, a qualified City administrative official shall be designated by the City Manager to exercise the powers and perform the duties of the City Manager during his absence or disability. The City Manager shall file with the City Clerk a list, by name and title, of three (3) qualified City administrative officials to exercise such powers and perform such duties. These City administrative officials shall be listed in the order by which each shall be designated to assume temporarily the City Manager's duties. During such absence or disability, the Council may revoke such designation at any time and appoint another City administrative official to serve until the City Manager shall return or disability shall cease.

Section 3.7 CITY MANAGER - POWER AND DUTIES

The City Manager shall be the chief administrative official of the City, and shall be responsible to the Council for the administration of all City affairs designated to his office by this Charter. The City Manager shall have the following powers and duties:

- a. The City Manager shall appoint and, when deemed necessary for the good of the City, suspend or remove any City employee, except as otherwise provided by law, this Charter, or personnel rules. The City Manager may authorize any department head who is subject to the City Manager's direction and supervision to exercise these powers with respect to subordinates in that official's department, office, or agency.
- b. The City Manager shall direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by law or this Charter.
- c. The City Manager shall attend all Council meetings except as prescribed by Section 3.6, and shall have the right to take part in discussion, but may not vote.
- d. The City Manager shall see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the City Manager, or by officials subject to direction and supervision by the City Manager, are faithfully executed.
- e. The City Manager shall prepare and submit the Annual Operating Budget and Capital program to the Council.
- f. The City Manager shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City for the past year, on or before May 1st of each year.
- g. The City Manager shall make such other reports as the Council may require concerning the operations of City departments, offices, and agencies.
- h. The City Manager shall keep the Council fully advised as to the financial condition and future needs of the City, and make such recommendations to the Council concerning the affairs of the City as deemed desirable.
- i. The City Manager shall perform such other duties as are specified by law, this Charter, or the Council.

Section 3.8 CITY CLERK - APPOINTMENT - DUTIES

The City Clerk shall be appointed by a majority vote of the entire Council for an indefinite term. The City Clerk may be removed by a majority vote of the entire Council. The first appointed clerk shall

be appointed by the Council after the term of the current City Clerk expires or upon a vacancy in that office, whichever occurs first.

The City Clerk shall be Clerk of the Council and shall, with the Mayor, sign all ordinances. The City Clerk shall keep a permanent journal of all Council proceedings and ordinances. In addition, the City Clerk shall perform all other duties prescribed by law, this Charter, and the Council. The City Clerk may, with the approval of the City Council, appoint one Deputy Clerk.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 4, 1980 AND AUGUST 5, 2014.

Section 3.9 CITY ATTORNEY - APPOINTMENT - DUTIES

The City Attorney shall be appointed by a majority vote of the entire Council for an indefinite term. The City Attorney shall be the legal advisor for the City and for all City officials and departments in all matters relating to their official duties, and shall perform such other duties as the Council may require. The City Attorney may be removed by a majority vote of the entire Council.

Section 3.10 CITY TREASURER - APPOINTMENT - DUTIES

The City Treasurer shall be appointed by a majority vote of the entire Council for an indefinite term. The Treasurer shall assist the City Manager in the preparation of the Annual Operating Budget and the Capital Program. The Treasurer shall maintain a system of accounts in accordance with State law. The Treasurer shall be the chief financial officer of the City. The City Treasurer may be removed by a majority vote of the entire Council.

Section 3.11 CITY ASSESSOR - APPOINTMENT - DUTIES

The City Assessor shall be appointed by a majority vote of the entire Council for an indefinite term. The City Assessor shall possess all powers vested in, and shall be charged with all duties imposed upon, assessing officers by law, this Charter, or the Council. The City Assessor may be removed by a majority voted of the entire Council.

Section 3.12 POLICE CHIEF - APPOINTMENT - DUTIES

The Police Chief shall be appointed by a majority vote of the entire Council for an indefinite term. The Police Chief shall supervise the Police Department in the enforcement of all applicable laws. The Police Chief may be removed by a majority vote of the entire Council.

Section 3.13 FIRE CHIEF - APPOINTMENT - DUTIES

The Fire Chief shall be appointed by a majority vote of the entire Council an indefinite term. The Fire Chief shall supervise all functions of the Fire Department. The Fire Chief may be removed by a majority vote of the entire Council.

Section 3.14 Employee Contracts - Severance Payments

The Council may not pay or offer to pay a City employee a severance payment that exceeds three (3) times the average monthly salary or wages of the employee for the three (3) months prior to termination. This prohibition shall not apply to the existing contract with the City Manager who is employed when this provision becomes effective.

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

ARTICLE IV
REGISTRATIONS, NOMINATIONS, ELECTIONS

Section 4.1 ELECTORS

a. The City Clerk shall register qualified residents during regular business hours at the City Hall. The City Clerk may also register electors at places outside the Clerk's office from time to time to facilitate the registration of all qualified electors of the City.

b. Except as otherwise provided by this Charter, the Constitution and laws of the State of Michigan shall apply to the conduct of elections held under this Charter, and to the registration of electors in the City.

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

Section 4.2 GENERAL ELECTION

A non-partisan general city election shall be held on the Tuesday immediately following the first Monday of November in every year.

Section 4.3 PRIMARY ELECTION

A primary election, if needed, shall be held on the Tuesday immediately following the first Monday in August, preceding every General Election in November.

Section 4.4 NOMINATION OF MAYOR

Registered electors seeking the office of Mayor shall file nominating petitions bearing the bona fide signatures of no fewer than twenty-five (25) nor more than forty (40) registered voters residing in the City at large. Such petitions shall be filed with the City Clerk's office no later than 4:00 p.m. in the afternoon of the twelfth Tuesday prior to the primary election.

ANNOTATION: AS AMENDED BY THE VOTE OF ELECTORS AUGUST 5, 2014.

Section 4.5 NOMINATIONS OF COUNCIL MEMBERS

Registered electors seeking the office of Council Member in any ward shall file nominating petitions bearing the bona fide signatures of no fewer than twenty-five (25) nor more than forty (40) registered voters residing in that ward. Such petitions shall be filed with the City Clerk's office no later than 4:00 p.m. in the afternoon of the twelfth Tuesday prior to the primary election.

Section 4.6 PRIMARY ELECTION, NUMBER OF CANDIDATES

a. If, for any office, there should be nominated more than twice the number of persons to be elected to that office, a primary election shall be held among the electors entitled to vote for that office under this Charter. The names of the two candidates receiving the most votes shall be placed on the ballot for that office in the General Election.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS ON NOVEMBER 5, 1991.

b. If, upon expiration of the time for filing petitions for any non-partisan primary election, there are nominated for any office no more than twice the number of persons to be elected to that office, the City Clerk shall certify to the proper board of election commissioners the names of such candidates whose petitions have been properly filed and such candidates shall be the nominees for such offices and shall be so certified. As to such offices there shall be no primary election and such offices shall be omitted from any primary election ballot.

Section 4.7 ELECTION OF MAYOR

The Mayor shall be elected at the annual election, for a two year term by balloting of the electors of the City at large. The Mayor shall take office at the first regular City Council meeting after the Mayor's election, except as provided in Article XIV, Section 14.3. Names of the nominees shall appear on the ballots and election materials of the primary and of the General Election without reference to ward residence.

ANNOTATION: AS AMENDED BY VOTE OF ELECTORS NOVEMBER 4, 1980 AND NOVEMBER 3, 1981 AND NOVEMBER 5, 1991 AND AUGUST 5, 2014.

Section 4.8 ELECTION OF COUNCIL MEMBERS

One (1) candidate from each ward shall be elected at the annual General Election for a two (2) year term on the City Council by the balloting of the electors of their respective wards. Their terms shall be as set forth in Article II, Section 2.4, except as provided in Article XIV, Section 14.3.

Section 4.9 ELECTIONS, TIES

In the event of a tie in any Primary or General election, the winner shall be determined by a procedure through the Board of Canvassers, as provided for by County officers by statute.

Section 4.10 SPECIAL ELECTIONS

Special elections may be called at any time for specific purposes by a majority resolution of the City Council. Special elections shall be conducted in accordance with State Law. No more than two (2) special elections may be held within any twelve (12) month period.

ARTICLE V

ORDINANCES AND RESOLUTIONS

Section 5.1 LEGISLATIVE POWER

The legislative power of the City is vested exclusively in the Council, except as otherwise provided by law.

Section 5.2 LEGISLATION

- a. All legislation of the City shall be by resolution or by ordinance.
- b. Resolutions, in the form of motions, may be adopted by majority vote of the Council members present, except as otherwise provided by this Charter.
- c. The power of the Council to act by resolution is limited to matters required or permitted by law or by this Charter, and to matters pertaining to the internal concerns of the City.
- d. The Council shall act by majority vote of the Entire Council when adopting an ordinance, when establishing a rule or regulation, when amending or repealing an ordinance previously adopted, or when required by law or by this Charter, except as provided in Section 5.4c.

Section 5.3 ORDINANCES - COMPOSITION - HEARINGS - PUBLICATIONS

- a. Every proposed ordinance shall be introduced in writing. The enacting clause shall be "The City of Charlevoix ordains.....".
- b. Following the introduction of any ordinance, the City Clerk shall publish a summary of the proposed ordinance in a local newspaper of general circulation in the City, together with a notice setting out the time and place for a public hearing on the proposed ordinance. The public hearing may not be held sooner than five (5) days after publication. Copies of the ordinance shall be distributed without charge at the office of the City Clerk.
- c. After the public hearing, the Council may consider enacting the proposed ordinance. The enactment of an ordinance shall require the majority vote of the entire Council.
- d. Except as otherwise provided by law or this Charter, each ordinance, including emergency ordinances, shall be published in full in a local newspaper of general circulation in the City at least one (1) time within ten (10) days after its adoption by the Council. The publication of an ordinance in full, as part of the published proceedings of the Council, however, shall not constitute publication of such ordinance as required herein; it must be separately and individually set forth.

e. Except as otherwise provided by law or this Charter, every ordinance shall become effective on the thirtieth (30th) day after enactment, or at any later date specified therein.

f. An ordinance which repeals or amends any existing ordinance or part of the City Code shall identify, by title and number, the ordinance, sections, or subsections to be repealed or amended, and shall clearly indicate the matter to be omitted and the new matter to be added, except in codifying, recodifying or continuing in code its municipal ordinances, in full or in part, as provided by statute.

g. Ordinances and codes may be enacted by reference to the extent and in the manner provided by general law.

Section 5.4 ORDINANCES - EMERGENCY

a. To meet a public emergency affecting life, health or property, one or more emergency ordinances may be enacted. However, an emergency ordinance may not levy taxes, or grant, renew or extend a franchise, or regulate the rate charged by any public utility for its service.

b. An emergency ordinance shall be introduced in the form and manner required for ordinances generally, except that it shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear, specific terms.

c. An emergency ordinance may be enacted on the date of introduction and given immediate effect, by a majority vote of the Council members present at the time of the enactment.

d. Every emergency ordinance is automatically repealed on the sixty-first (61st) day after its enactment, unless re-enacted pursuant to Section 5.3.

Section 5.5 ORDINANCE - PENALTY

An ordinance may provide a penalty for the violation of its provisions. The penalty shall not exceed the limits provided by law.

Section 5.6 ORDINANCE - EFFECTIVE DATE

All ordinances shall be recorded in an index book marked "City Ordinances", and a record of each ordinance shall be authenticated by the signatures of the Mayor and City Clerk. Such record and authentication shall be done within thirty (30) days after the final passage of any ordinance. If any ordinance, other than an emergency ordinance, is not authenticated and recorded within thirty (30) days after final passage, the ordinance shall not take effect until seven (7) days after notice has been published in a local newspaper of general circulation in the City that the ordinance has been properly authenticated and recorded.

Section 5.7 ORDINANCE - CODIFICATION

a. Within three (3) years after the effective date of this Charter, and at least every ten (10) years thereafter, the Council shall provide for the preparation of a general codification of all City ordinances having the effect of law.

b. The general codification shall be enacted by ordinance and shall be known as the "Charlevoix City Code". Copies of the Code shall be furnished to City officials, placed in libraries and public offices for free public reference, and made available for purchase by the public at a reasonable price to be fixed by the Council. Except as required by law, the enactment of this ordinance need not comply with the requirements of Section 5.3. After publication of the first Charlevoix City Code, new ordinances shall be printed annually in a form for integration with the City Code currently in effect.

ARTICLE VI

INITIATIVE AND REFERENDUM

Section 6.1 GENERAL AUTHORITY

a. INITIATIVE. The registered voters of the City shall have the power to propose ordinances to the Council and if the Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a City election, provided that such power shall not extend to the budget or Capital Program, or to any ordinance relating to appropriation of money, levy of taxes, or salaries of city officials or employees.

b. REFERENDUM. The registered voters of the City shall have the power to require reconsideration by the Council of any adopted ordinance, and, if the Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City Election, provided that such power shall not extend to the budget or Capital Program, or to any emergency ordinance, or ordinance relating to the appropriation of money or the levy of taxes.

Section 6.2 COMMENCEMENT OF PROCEEDINGS

Any five (5) registered voters may commence initiative or referendum proceedings by filing with the City Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in the proper form, stating their names and addresses, and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Clerk shall issue the appropriate petition blanks to the petitioners' committee.

Section 6.3 PETITIONS

a. Number of signatures. Initiative and referendum petitions must be signed by registered voters of the City equal in number to at least fifteen (15) percent of the total number of voters registered to vote in the last regular City Election.

b. Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

c. Affidavit of Circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the

number of signatures thereon, that all signatures were affixed in his or her presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

d. Time for Filing Referendum Petitions. Referendum petitions must be filed within thirty (30) days after adoption by the Council of the ordinance sought to be reconsidered.

Section 6.4 PROCEDURE AFTER FILING

a. Certificate of Clerk. Within twenty (20) days after the petition is filed, the City Clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail.

A petition certified insufficient for lack of the required number of valid signatures may be amended once, if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the Clerk' certificate, excluding weekends and holidays, and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections b and c of Section 6.3. Within five (5) days after it is filed, the City Clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by certified mail, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Council review under subsection b of this Section within the time required, the Clerk shall promptly present the certificate to the Council and the certificate shall be a final determination as to the sufficiency or insufficiency of the petition.

b. Council Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, excluding weekends and holidays, file a request that it be reviewed by the Council. The Council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it. The Council's decision shall then be the final determination as to the sufficiency or insufficiency of the petition.

c. Court Review: New Petition. A Council determination as to the sufficiency of a petition shall be subject to court review. Council determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Section 6.5 REFERENDUM PETITIONS-SUSPENSION OF EFFECT OF ORDINANCE

When a referendum petition is filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

1. There is a final determination of insufficiency of the petition, or
2. The petitioners' committee withdraws the petition, or
3. The Council repeals the ordinance, or
4. Thirty (30) days have elapsed after a vote of the City on the ordinance.

Section 6.6 ACTION ON PETITIONS

a. Action by Council. When an initiative or referendum petition has been finally determined sufficient, the Council shall promptly consider the proposed initiative ordinance in the manner provided in Article V or reconsider the referred ordinance by voting its repeal. If the Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days, or fails to repeal a referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the City.

b. Submission to Voters. The vote of the City on a proposed or referred ordinance shall be held no sooner than sixty (60) days and no later than one (1) year from the date of the final Council vote thereon. If no regular City election is to be held within the period prescribed in this subsection, the Council may at its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.

Section 6.7 RESULTS OF ELECTION

a. Initiative. If a majority of the registered electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail, to the extent of such conflict.

b. Referendum. If a majority of the registered electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VII GENERAL FINANCES

Section 7.1 FISCAL YEAR

The fiscal year and budget year for the City shall begin on April 1st and end on March 31st of each year. The City Council shall provide an annual appropriation of money for municipal purposes.

Section 7.2 CAPITAL BUDGET

On or before February 15 of each year the City Manager shall submit to the Council a proposed Capital Budget for the next five (5) fiscal years. The Capital Budget shall state:

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

- a. A clear summary of its contents.
- b. A list of all major capital improvements proposed to be undertaken during the five (5) years ensuing, with appropriate supporting information as to the necessity for such improvements.
- c. Cost estimates, methods of financing, and recommended tax schedules for each improvement.
- d. Estimated annual costs of operating and maintaining the facilities to be constructed or acquired.

Section 7.3 PREVIOUS CAPITAL BUDGETS

Previously adopted Capital Budgets may be revised and extended each year with regard to capital improvements still pending or in the process of construction or acquisition.

Section 7.4 PUBLICATION OF CAPITAL BUDGET

The Council shall publish in a newspaper of general circulation in the City a general summary of the Capital Budget and a notice stating:

- a. The times and places where copies of the Capital Budget are available for inspection by the public, and
- b. The time and place, not sooner than two (2) weeks after publication, for a public hearing on the Capital Budget.

Section 7.5. ADOPTION OF CAPITAL BUDGET

The Council shall adopt by resolution the Capital Budget, with or without amendments, after a public hearing on or before October 15th of each year.

Section 7.6 OPERATING BUDGET

On or before February 15th of each year, the City Manager shall submit to the Council a proposed Annual Operating Budget for the next fiscal year.

Section 7.7 SUMMARY OF OPERATING BUDGET

The proposed Annual Operating Budget shall provide a complete financing plan for the next fiscal year for all City funds and activities, including Capital expenditures, and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the Council may require. The Proposed Annual Operating Budget shall begin with a clear summary of its contents, shall show in detail all estimated income, indicating the proposed property tax levy and all proposed expenditures, including debts for the next fiscal year, and shall be so arranged as to show comparative figures of estimated income and expenditures for the preceding fiscal year, and shall provide such other information as may be required by the Council.

Section 7.8 PUBLIC HEARING

Before the final adoption of the Annual Operating Budget, a public hearing shall be held, at which time the proposed Annual Operating Budget shall be presented. The time and place of the hearing shall be determined by the Council and notice of the hearing shall be published in a newspaper of general circulation in the City at least two (2) weeks before the hearing. At the hearing all interested persons shall be given an opportunity to be heard for or against any item in the proposed Annual Operating Budget. A copy of the proposed Annual Operating Budget shall be on file and available to the public for inspection during office hours in the office of the City Treasurer for a period of not fewer than ten (10) days prior to this hearing.

Section 7.9 REVIEW OF ANNUAL OPERATING BUDGET

The Council shall review the proposed Annual Operating Budget and shall make modifications as it deems advisable. Not later than March 15th the Council shall adopt by ordinance the Annual Operating Budget for the next fiscal year and shall provide in such ordinance for a levy, if necessary, to be raised by a tax upon real and personal property.

Section 7.10 TRANSFER OF APPROPRIATIONS

a. If the City Manager certifies during the fiscal year that there are available revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations up to the amount of such excess revenues.

b. If it appears probable to the City Manager during the fiscal year that the revenues available will be insufficient to meet the amounts appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to other possible steps. The Council shall then take such further action as it may deem necessary to prevent any deficit, and for that purpose it may reduce by ordinance one or more appropriations.

c. At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency. Upon written request by the City Manager, the Council may transfer by ordinance part or all of any unencumbered appropriations balance from one department, office or agency to another.

d. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations, and the reduction or transfer of appropriations authorized by this section, may be made effective immediately upon adoption.

Section 7.11 REMAINING FUND BALANCES

Except as provided by law, the balance in any General Fund appropriation which has not been encumbered at the end of the fiscal year, other than that of or pertaining to any municipal utility, shall revert to the General Fund.

Section 7.12 EMERGENCY APPROPRIATIONS

To meet a public emergency affecting life, health or property, the Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Article V. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may authorize by such emergency ordinance the issuance of emergency notes in accordance with Article X.

Section 7.13 EXPENDITURE OF FUNDS

The Council shall provide by resolution appropriate methods and safeguards for the expenditure of funds and the payment of obligations so as to insure that no payment shall be made or obligation incurred without an appropriation having first been approved by the Council, without a sufficient unencumbered balance in the appropriation, or without insuring that sufficient funds are or will be available to cover the claim or meet the obligation when it becomes due and payable. However, except where prohibited by law, nothing in this Charter shall be construed to prevent the making or authorizing of payments or the making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year. Any such action must be approved by ordinance.

Section 7.14 DEPOSITS

The Council shall designate the depository or depositories for the City funds, and shall provide for the regular deposit of all City moneys. The Council shall provide for such security for City deposits as is authorized by law, except that personal surety bonds shall not be deemed proper security.

Section 7.15 AUDITS

An independent audit of all accounts and financial records of the City shall be made annually. Such audit shall be made by a certified public accountant experienced in municipal accounting, within one hundred twenty (120) days after the close of the fiscal year. The Council may secure additional audits at any time. Each audit, in its entirety, shall be made available for public inspection at the office of the City Clerk and at the Public Library.

Section 7.16 SYSTEM OF ACCOUNTS

The accounting system of the City shall conform to any uniform system of municipal accounting that may be provided by the laws of the State.

Section 7.17 CONTRACTS AND BIDS

The Council shall prescribe by resolution a general framework of necessary procedures governing financial and contractual dealings with the City. Such resolution shall include a maximum consideration below which purchases may be made by the City officials and employees either without specific authorization from the Council, or without the necessity of competitive bidding, or both. In addition, such resolution shall include a requirement that in all cases of contract by competitive bidding,

the Council shall reserve the right to reject any and all bids submitted, and provisions for such rejection and notices of such right of rejection shall be incorporated in all requests for bids.

ARTICLE VIII

TAXATION

SECTION 8.1 TAXATION - LIMIT - COLLECTION

In order to carry out the purposes, powers and duties of the City Government established by this Charter, the City shall have the power to assess taxes and to lay and collect rents, tolls and excises. The annual general ad valorem tax levy for municipal purposes shall not exceed one-and-one-half (1 1/2) percent (15 mills) of the State Equalized Valuation of all real and personal property in the City. The City taxes shall be levied and collected in a manner provided by the general tax laws of the State or by this Charter.

SECTION 8.2 TAXATION - SUBJECTS - RIGHTS

The subjects of taxation for municipal purposes shall be the same as for State, County and School purposes under the general tax laws of the State, and the City shall have the rights, liens, powers and remedies accorded by law to any political subdivision of the State in connection with the collection of taxes.

SECTION 8.3 TAXATION - POWER AND EXEMPTIONS

The power of taxation shall never be surrendered nor suspended by any grant or contract to which the City shall be a party. No exemptions from taxation shall be allowed, except as are expressly required or permitted by law.

SECTION 8.4 TAX ASSESSMENT

The City Assessor shall make and complete an assessment roll in the manner and form provided in the general tax laws of the State and at the time required by the general tax laws of the State.

SECTION 8.5 BOARD OF REVIEW

A Board of Review is hereby created. It shall be composed of five (5) members, appointed by the Council. Three or more members shall constitute a quorum.

- a. Two (2) members shall be Council members, appointed by the Council in January of each year.
- b. Three (3) members shall be registered electors of the City, not otherwise holding an elected or appointed position with the City or any other political subdivision.

c. The three (3) non-Council members shall be appointed in January after this Charter takes effect. One (1) shall be appointed for three (3) years, one (1) for two (2) years, and one (1) for one (1) year. Thereafter, each non-Council member shall be appointed for three (3) years.

d. The City Clerk shall act as Clerk of the Board of Review. The City Assessor shall be present at all meetings of the Board of Review.

e. The City Council shall provide by resolution for the compensation of the members of the Board of Review.

SECTION 8.6 BOARD OF REVIEW - POWERS AND DUTIES

Except as otherwise provided in this Charter, the Board of Review shall have the same powers and perform the same duties as are conferred by law upon and required of the Boards of Review in townships.

SECTION 8.7 BOARD OF REVIEW - NOTICE OF MEETINGS

The City Clerk shall give notice to the public of the time and place of the first meeting of the Board of Review by publication as required by law, and in any event at least seven (7) days before the first day of this Board of Review meeting. Failure to give such notice shall not invalidate the tax roll.

SECTION 8.8 ASSESSMENT - NOTICE OF CHANGE TO OWNERS

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

SECTION 8.9 BOARD OF REVIEW - MEETINGS

The Board of Review shall hold at least two (2) meetings each year at such places as shall be designated by the Council. The first meeting shall commence on the Tuesday next following the first Monday in March of each year and shall continue as long as may be necessary to consider and correct the assessment roll, and shall be for the purpose of hearing the complaints of all persons considering themselves aggrieved by the assessments. Sessions of the Board of Review shall be set by the City Clerk in accordance with State law and may be set longer if necessary.

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

SECTION 8.10 BOARD OF REVIEW - APPEALS

In each case where there is an appeal by a property owner heard at the first meeting of the Board of Review, the Board shall give notice to each such property owner of its decision. This notice shall be given in such a manner as will insure the property owner the opportunity to attend the second meeting of the Board.

SECTION 8.11 BOARD OF REVIEW - SECOND MEETING

The second meeting of the Board of Review shall be held at such times as provided by statute for the purpose of hearing any further complaints by persons considering themselves aggrieved by the assessments. The assessment review shall be considered completed by the first Monday in April.

SECTION 8.12 BOARD OF REVIEW - ENDORSEMENT OF ROLL

After the Board of Review completes its review of the assessment roll, the majority of its members shall immediately endorse thereon and sign a statement to the effect that the same is the assessment roll of the City for the year in which it has been prepared. The omission of this endorsement shall not affect the validity of this roll. Upon completion, the roll shall be the assessment roll of the City for County, School and City taxes and for any other taxes on real or personal property that may be authorized by law. The assessment roll shall be conclusively presumed by all Courts and tribunals to be valid and shall not be set aside except for causes set forth in the general tax laws of the State.

SECTION 8.13 CERTIFICATION TO ASSESSOR

After the Council has adopted the budget for the ensuing year, the City Clerk shall certify to the City Assessor the total amount which the Council determines shall be raised by general taxes, all amounts of special assessments which the Council requires to be assessed or reassessed upon any property or against any person, and all other amounts which the Council may determine shall be charged, assessed or reassessed against any person or property.

SECTION 8.14 SPREADING OF THE TAXES

After the confirmation of the tax roll, the City Assessor shall certify a copy of the tax roll to the City Treasurer. The tax roll shall be delivered to the Treasurer before June 1st of each year.

This shall constitute the City tax roll for the current year. To avoid fractions and computations on any tax roll, the City Assessor may add to the amount of the several taxes to be raised an amount prescribed by statute. This added amount, when collected, shall belong to the City.

SECTION 8.15 TAXES - COLLECTION OF

After the spreading of the taxes, the City Treasurer shall collect from the persons named in the tax roll the various sums stated. The City Treasurer is granted, for the purpose of collecting the taxes, assessments and charges on the roll, all the powers and immunities possessed by township treasurers for the collection of taxes under the general tax laws of the State.

SECTION 8.16 TAXES - DUE - LIENS

The City taxes assessed shall become due on July 1st of each year, and the amounts assessed on any interest in real property shall become a lien upon such property at the time provided by the general tax laws of the State, and the lien for these amounts and for all interest and other charges shall continue until these sums are paid. All personal property taxes shall be a first lien, prior, superior and paramount, upon all personal property of the persons assessed at the time provided by the general tax laws of the State and shall remain so until paid. These tax liens shall have precedence over all other claims, encumbrances and liens upon the property, whether created by a security agreement, levy, judgment, or otherwise, and whether arising before or after the assessment of the personal property taxes. No transfer of personal property assessed for taxes shall operate to divest or destroy this lien except when such personal property is actually sold in the regular course of retail or wholesale trade.

SECTION 8.17 TAXES - POWER OF TREASURER

The City Treasurer shall have the same power and authority as conferred by law upon township treasurers for collecting taxes by suit, by distraint, or by the sale of good and chattels. All proceedings for the return and collection of unpaid taxes, the sale of lands for payment of taxes, and all other proceedings necessary in the enforcement of these taxes, shall be in all respects, so far as applicable, the same as are set by the general tax laws of the State.

SECTION 8.18 TAXES - PENALTIES

City taxes shall be due on July 1st of the year when levied. All taxes paid on or before September 1st shall be collected by the City Treasurer without penalty. An additional charge of one (1) percent shall be added to all unpaid City taxes on September 1st and an additional charge of one (1) percent shall be added to all delinquent unpaid taxes on the first day of each month thereafter until the taxes are paid. This added penalty shall belong to the City and shall constitute a charge and shall be a lien against the property to which the taxes themselves apply, collectible in the same manner as the taxes to which they are added. If September 1st falls on a Sunday or legal holiday, taxes shall be collected without penalty on the next business day.

SECTION 8.19 TAXES - PAYMENT OF

The City Treasurer shall give notice to the taxpayers of the City not later than July 1st of each year by publication in a local newspaper of general circulation in the City, of the time when the City taxes will be due and when they can be paid without penalty, and that one (1) percent penalty per month will be charged upon all taxes remaining unpaid after September 1st. As soon as practical after completion of the tax roll, and in no event later than July 1st, the City Treasurer shall forward a statement of the taxes due, by first class mail addressed to the owners of the property upon which taxes are assessed, as indicated by the tax roll. Failure on the part of the City Treasurer to mail this statement shall not invalidate the taxes on this roll or relieve the property assessed from the penalties provided by this Article or by the general tax laws of the State.

SECTION 8.20 TAX ROLL - RETURN TO COUNTY TREASURER

Any taxes on the City tax roll which remain unpaid on March 1st following the date when the roll was received by the City Treasurer shall be returned to the County Treasurer in the same manner and with like effect as returns by township treasurers of township, school and county taxes. These returns shall be made upon a delinquent tax roll to be prepared by the City Treasurer and shall include all the additional charges and fees hereinbefore provided. These charges and fees shall, in these returns, be added to the amount assessed on the tax roll against each description. The taxes so returned shall be collected in the same manner as other taxes returned to the County Treasurer, and shall remain a lien upon the assessed lands until paid.

SECTION 8.21 PROTECTION OF TAX LIEN

The City shall have the power to purchase any property within the City at any tax or other public sale, or to purchase the property directly from the State or the fee owner, when such purchase is necessary to protect the lien of the City for taxes or special assessments. The City may hold, lease or sell this property. Any such procedure exercise by the City in the protection of its lien shall be deemed to be for the public purpose.

SECTION 8.22 TAX COLLECTION - COUNTY, SCHOOL AND STATE

For the purpose of assessing and collecting taxes in the City for State, County and School purposes, the City shall be considered the same as a township and shall collect and account for these taxes, penalties and interest in the same manner provided by the general tax laws of the State.

SECTION 8.23 CHANGES - ADDITIONS

In all matters where this Charter does not fully or adequately provide for the levy and collection of City, County, State, School or other taxes, the City Council shall have the power and authority to adopt additional ordinances necessary to carry out and enforce the general tax laws of the State.

ARTICLE IX
SPECIAL ASSESSMENTS

SECTION 9.1 DETERMINATION

The Council shall have the power to determine the necessity of any local or public improvement, including public parking facilities and boulevard lighting systems, and to determine that the whole or any part of the costs thereof shall be defrayed by special assessment upon the property especially benefitted, and shall so declare by resolution, provided that all special assessments levied shall be based upon or be in proportion to the benefits derived or to be derived. Such resolution shall state the estimated cost of the improvement, what proportion of the cost shall be paid by special assessment, what part, if any, shall be a general obligation of the City, the number of installments in which the assessments may be paid, the interest rate on any unpaid assessment if any, the date on which any such interest shall commence, and shall designate the districts or land and property on which special assessments shall be levied.

SECTION 9.2 PROCEDURE

The Council shall prescribe by general ordinance the complete special assessment procedure concerning the initiation of projects, plans and specifications, estimates of cost, notice of hearings, making and confirming assessment rolls for the improvement, the correction of errors in the assessment rolls, collections of special assessments, the assessment of single lots or parcels, and any other matters concerning the making of improvements by the special assessment method, subject to the provisions of this Charter and the laws of the State. The ordinance shall authorize additional assessments, if the prior assessment proves insufficient to pay for the improvement or is determined to be invalid, in whole or in part.

SECTION 9.3 CONFIRMATION

Confirmation of any special assessment must be made by a majority vote of the entire Council. This section shall not apply to sidewalk improvement.

SECTION 9.4 REFUND

The excess by which any special assessment proves larger than the actual cost of the improvement and expenses incidental thereto shall be refunded on a pro rata basis to the owners of the property assessed. This refund shall be made by credit against unpaid future installments to the extent that installments are still owing, and the balance of the refund shall be in cash. No refunds may be

made which contravene the provisions of any outstanding evidence of indebtedness secured in whole or in part by the special assessment. Minimum refund shall be of five dollars (\$5.00).

SECTION 9.5 LIENS

From the date of confirmation of any roll levying any special assessment, the full amount of any special assessment and any interest thereon shall be a lien upon the property subject thereto and shall be a debt of the person to whom assessed until paid. This lien shall be of the same character and effect as the lien created by this Charter for City taxes. The assessment shall be levied upon the respective lots and premises to which they are specially assessed, and against the persons chargeable therewith, as a tax in the next City tax roll in a column for special assessments. The amount so levied shall be enforced and collected in the same manner as other taxes and when collected shall be paid into the City treasury.

SECTION 9.6 CHANGES - ADDITIONS

In any case where the provisions of this Charter, either expressed or incorporated herein, may prove to be insufficient to carry into full effect the making of any special assessment, the Council shall provide by general ordinance any additional steps or procedures required to effect the improvement by special assessment.

ARTICLE X

BORROWING POWER

SECTION 10.1 SCOPE OF POWER

Subject to this Charter and the laws of the State, the Council, by ordinance, may authorize the borrowing of money for any purpose within the scope of the powers of the City, including parking facilities, street lighting, and the City's share of the cost of any local improvement, and may issue bonds of the City or other evidence of indebtedness, and may pledge the full faith, credit and resources of the City for payment of the obligation created thereby.

SECTION 10.2 BONDS - SPECIAL ASSESSMENTS

Subject to the laws of the State, the Council shall have authorization to borrow money in anticipation of the payment of special assessments made for the purpose of defraying the cost of any local improvements, or in anticipation of the payment of any combination of such special assessments, and to issue bonds therefor. Such special assessment bonds may be an obligation of the special assessment district or may be both an obligation of the special assessment district or districts and a general obligation of the City. All collections of each special assessment roll or combination of rolls shall be set apart in a separate fund for the payment of the principal and interest of the bond issued in anticipation of such special assessment and shall be used for no other purpose.

SECTION 10.3 BONDS - ISSUANCE OF

The issuance of any bonds not requiring the approval of the electors shall be subject to applicable requirements of the laws of the State, and with regard to public notice in advance of the authorization of these bonds, filing of petitions for a referendum on these bonds, holding of a referendum, and other applicable procedures.

SECTION 10.4 INDEBTEDNESS LIMITS

The net bonded indebtedness incurred for all public purposes shall not at any time exceed the limit permitted by the Constitution and laws of the State, provided that in computing such net bonded indebtedness there shall be excluded those bonds permitted to be so excluded by the Constitution and laws of the State.

SECTION 10.5 USE OF BONDS - STATEMENT

Each bond or other evidence of indebtedness shall contain on its face a statement specifying the purpose for which it is issued, and it shall be unlawful for any official of the City to use the proceeds of the bond for any other purpose. All bonds and other evidences of indebtedness issued by the City shall be signed by the Mayor and countersigned by the City Clerk under the seal of the City. Interest coupons may be executed with the facsimile signatures of the Mayor and City Clerk. A complete and detailed record of all bonds and other evidences of indebtedness issued by the City shall be kept by the City Clerk. Upon the payment of any bond or other evidence of indebtedness, the same shall be marked "Canceled".

SECTION 10.6 UNISSUED BONDS

No unissued bonds of the City shall be issued or sold to secure funds for any purpose other than that for which they were specifically authorized, and if such bonds are not sold within three (3) years after authorization, such authorization shall be null and void.

ARTICLE XI
FRANCHISES

SECTION 11.1 FRANCHISES - GRANTING OF

The City Council may grant a franchise or license by ordinance for a period not to exceed five (5) years.

ARTICLE XII
UTILITY FRANCHISES AND MUNICIPAL OWNERSHIP

SECTION 12.1 GENERAL POWERS

The City shall possess and hereby reserves to itself all the powers granted to cities by law to acquire, construct, own, operate, improve, enlarge, extend, repair and maintain, either within or without its corporate limits, including, but not by way of limitation, public utilities for supplying water, light, heat, power, gas, sewage treatment, and garbage disposal facilities, or any of them, to the municipality and the inhabitants thereof; and also to sell and deliver water, light, heat, power, gas and other public utility services without its corporate limits as authorized by law.

SECTION 12.2 MANAGEMENT

All municipally owned or operated utilities shall be administered as regular departments of the City government, under the management and supervision of the City Manager. The City Manager shall appoint department supervisors solely on the basis of merit.

SECTION 12.3 RATES

a. The Council shall have the power to fix, from time to time, such just and reasonable rates and other charges as may be deemed advisable for supplying the inhabitants of the City and others with such public utility services as the City may provide. There shall be no discrimination in such rates within any classification of users, nor shall free service be permitted. Higher rates may be charged for service outside the corporate limits of the City.

b. The rates and charges of any municipal utility for the furnishing of services shall be no higher than necessary to cover the costs of such utility, including depreciation, capital improvements, and the creating and maintaining of an emergency fund.

c. Transactions pertaining to the ownership and operation by the City of each public utility shall be recorded in a separate group of accounts under an appropriate fund caption, which accounts shall be classified in accordance with generally accepted utility accounting practice. Charges for all service furnished to or rendered by, other City departments or agencies shall be recorded. An annual report shall be prepared to show fairly the financial position of each utility and the results of its operation, which report shall be available at the office of the City Clerk.

d. The City Council shall create emergency funds for the Electric, Sewage and Water utilities to meet contingencies. Each fund shall be not less than Seventy Five Thousand Dollars

(\$75,000.00) and each fund is to be so administered as to reach that intended minimum level in a period of five (5) years. Any withdrawal for emergency use must be replaced within five (5) years.

Section 12.4 DISPOSAL OF UTILITY PLANTS AND PROPERTY

Unless approved by the affirmative vote of two-thirds (2/3) of the registered electors at a regular or special election, the City shall not sell, exchange, lease or in any way dispose of any property, easements, equipment, privilege, or asset belonging to and appertaining to any municipally owned public utility which is needed to continue operating such utility. All contracts, negotiations, licenses, grants, leases, or other forms of transfer in violation of this section shall be void and of no effect as against the City. The restrictions of this section shall not apply to the sale or exchange of any articles of machinery or equipment of any City owned utility which are worn out or useless, or which have been, or could with advantage to the service be, replaced by new and improved machinery or equipment, to the leasing of property not necessary for the operation, or to the exchange of property or easements for other property or easements. The provisions of this section shall not extend to the vacation or abandonment of streets, as provided by law.

Section 12.5 GRANTING OF PUBLIC UTILITY FRANCHISES

a. Public utility franchises and all renewals and extensions thereof all amendments thereto shall be granted only by ordinance. No franchise shall be granted for a period of longer than five (5) years.

b. No franchise ordinance which is not subject to revocation at the will of the Council shall be enacted or become operative until the same shall have first been referred to the people at a regular or special election and received the affirmative vote of three-fifths (3/5ths) of the electors voting thereon. No such franchise ordinance shall be approved by the Council for referral to the electorate before thirty (30) days after application therefor has been filed with the Council, nor until a public hearing has been held thereon, nor until the grantee named therein has filed with the City Clerk his unconditional acceptance of all terms of the franchise. No special election for such purpose shall be ordered unless the expense of holding such election, as determined by the Council, shall have first been paid to the City Treasurer by the grantee.

c. A franchise ordinance, or renewal or extension thereof or amendment thereto, which is subject to revocation at the will of the Council may be enacted by the Council without referral to the voters, but shall not be enacted unless it shall have been complete in the form in which it is finally

enacted and shall have so been on file in the office of the Clerk for public inspection for at least four (4) weeks after publication of a notice that such ordinance is so on file.

Section 12.6 CONDITIONS OF PUBLIC UTILITY FRANCHISES

All public utility franchises granted after adoption of this Charter, whether it be so provided in the granting ordinance or not, shall be subject to the following rights of the City, but this enumeration shall not be exclusive or impair the right of the Council to insert in such franchises any provision within the power of the City to impose or require:

- a. To repeal the same for misuse, non-use, or failure to comply with the provisions thereof;
- b. To require proper and adequate extension of plant and service and maintenance thereof at the highest practicable standard of efficiency;
- c. To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- d. To require continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the entire period thereof;
- e. To use, control and regulate the use of its streets, alleys, bridges and other public places and the space above and beneath them;
- f. To impose such other regulations as may be determined by the Council to be conducive to the safety, welfare and accommodation of the public.

Section 12.7 REGULATION OF RATES

All public utility franchises shall make provision for fixing rates, fares and charges, and may provide for readjustments thereof at periodic intervals. The value of the property of the utility used as a basis for fixing such rates, fares and charges shall, in no event, include a value predicated upon the franchise, good-will or prospective profits.

Section 12.8 USE OF PUBLIC PLACES BY UTILITIES

Every public utility, whether it has a franchise or not, shall pay such part of the cost of improvement, or maintenance of streets, alleys, bridges and other public places as shall arise from its use thereof and shall protect and save the City harmless from all damages arising from said use. Every such public utility may be required by the City to permit joint use of its property and appurtenances located in the streets, alleys and other public places of the City by the City and by other public utilities, insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefor. In the

absence of agreement and upon application by any public utility, the Council shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefor, and the arbitration award shall be final.

Section 12.9 SALE AND ASSIGNMENT OF FRANCHISES

The grantee of a franchise may not sell, assign, sublet, or allow another to use the same, unless the Council consents. Nothing in this section shall limit the right of the grantee of any public utility franchise to mortgage its property or franchise, nor restrict the right of the purchaser, upon foreclosure sale, to operate the same, except that such mortgagee or purchaser shall be subject to the terms of the franchise and the provisions of this Charter.

ARTICLE XIII
PLANNING AND ZONING

Section 13.1 **PLANNING COMMISSION**

The City Council shall create a Planning Commission in accordance with statute.

Section 13.2 **ZONING**

The City Council shall prescribe by ordinance the zoning laws for the City.

Section 13.3 **ZONING VARIANCES**

ANNOTATION: AS AMENDED BY THE VOTE OF ELECTORS ON NOVEMBER 5, 1991.

ARTICLE XIV

TRANSITION

Section 14.1 PURPOSE

The purpose of this Article is to assist in the transition from the existing Charter to this Charter and it shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

Section 14.2 EFFECTIVE DATE

Except as otherwise provided herein, this Charter shall take effect and become law on the first (1st) Monday in June, 1978, at 12:01 A.M.

Section 14.3 INITIAL ELECTION AND TERMS OF OFFICE

a. The first election of City Council members under this Charter shall take place on the first Tuesday after the first Monday in November, 1978. Three (3) Council members shall be elected on that occasion, being one (1) Council member from each of the wards of the City, each of whom shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1980. The nomination and election of such Council members shall be in accordance with the provisions of this Charter. The first meeting of the Council under this Charter shall be held on the first (1st) Monday of July, 1978.

b. The Mayor elected in November, 1978, shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1979.

c. The City clerk elected in November, 1978, shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1979.

d. The City Council members elected in November, 1979, shall take office on the second (2nd) Monday in April, 1980, and serve through December 31, 1981.

e. The office of Treasurer under the Fourth Class Cities Act shall be abolished and terminated upon the appointment of a Treasurer as hereinbefore provided, such Treasurer to be appointed on the second (2nd) Monday in April, 1979.

Section 14.4 VACANCIES

Should a vacancy occur in any office of the City after adoption of this Charter and prior to April 1, 1979, such vacancy shall be filled in the manner provided in the existing charter of the City and the

person so appointed or elected shall serve until the time that the term of office to which that person was appointed or elected expires under the provisions of the existing charter, except as modified by this Charter.

Section 14.5 TERMS OF PUBLIC OFFICIALS

Notwithstanding any other provision of the Charter, the existing term of any public official shall not be shortened or extended beyond the period for which he is elected or appointed, unless he resign or be removed for cause, where such office is held for a fixed term. Otherwise public officials and employees shall continue in their offices at the pleasure of the appointing or hiring official or body.

Section 14.6 CONTINUATION OF RIGHTS - CLAIMS - CONTRACTS, ETC.

All rights, claims, actions, orders, contracts, and legal or administrative proceedings of the City shall continue except as modified pursuant to the provisions of this Charter, and in each case shall be maintained, carried on, or dealt with by the City department, office, or agency appropriate under this Charter.

Section 14.7 CONTINUATION OF ORDINANCES, RESOLUTIONS AND RULES

All laws, ordinances, resolutions, orders, rules, or regulations in force in the City at the time this Charter takes effect, to the extent they are not inconsistent with the provisions of this Charter, shall continue in full force until repealed or amended.

Section 14.8 CONTINUATION OF BOARDS, COMMITTEES AND COMMISSIONS

All boards, committees, agencies, or commissions of the City in existence at the time this Charter takes effect, to the extent they are not inconsistent with the provisions of this Charter, shall continue to function until abolished or modified by the Council in accordance with the provisions of this Charter.

Section 14.9 STATUS OF TAXES AND ASSESSMENTS

All taxes and assessments levied or assessed and all charges thereon and all fines and penalties imposed, which are uncollected at the time this Charter takes effect, shall be collected as if such change had not been made. If a remedy is provided by this Charter, or by any ordinance or resolution, the remedy shall be deemed cumulative to the remedies under the existing charter.

Section 14.10 TRANSITION AUTHORITY

In all cases not covered by this Charter, the Council shall supply necessary details and procedures for the transition from government of the City under the existing charter to that under this Charter, and may adopt such rules, resolutions and ordinances as may be required therefor.

Section 14.11 SUBMISSION TO VOTERS; FORM OF BALLOT

This Charter shall be submitted to a vote of the registered electors of the City of Charlevoix at the General Election to be held on April 3, 1978. All provisions for the submission of the question of adoption of this Charter at such election and the counting and certifying of the vote thereon shall be made by the City Clerk in the manner provided by law. This Charter shall be adopted if a majority of the ballots cast thereon are in favor of the adoption.

The form of the ballot for the submission of this Charter to the electors shall be as follows:

Shall the Charter proposed for the City
of Charlevoix by the Charter Commission
elected on April 7, 1975, be adopted?

YES _____

NO _____

A "Yes" Vote will be a vote in favor of adoption of the proposed Charter.

A "No" Vote will be a vote against adoption.



Request for Qualifications Parking Meters and Payment Solutions

Responses due January 28, 2019

Summary

The City of Charlevoix seeks statements of qualifications from vendors who provide parking meters, pay stations, mobile payment applications, and other related service to provide comprehensive paid parking services in the community. Ultimately, the City desires to partner with one or more vendors to provide an intuitive, customer-friendly paid parking system that maximizes parking resources and that capitalize on the current best practices of parking planning.

About the community

The City of Charlevoix, Michigan is a premier Great Lakes resort destination with a year-round population of 2,600 and a much larger summer and visitor population. The community's 2 square miles are bordered by Lake Michigan and Lake Charlevoix with downtown and the City's Marina situated on Round Lake and the Pine River Channel. The City operates under the Council-Manager form of government and employs approximately 50 full-time staff and another 75 part-time and seasonal staff to deliver exceptional services to residents and visitors.

Current parking conditions

The City has a mix of on-street paid and non-paid parking, paid permit spaces, and free parking in lots in and around the downtown. Primarily, parking in this area is provided in public lots with some private lots providing free parking designated for customers. In 2018, the City conducted a parking study to help frame current and future decisions around paid-parking, the potential of a parking garage, and opportunities to improve parking conditions. Based on this study, the City is releasing this RFQ.

Currently on-street, paid-parking, is collected with mechanical meters charging 25 cents per hour. The current meters do not support mobile or card-based payments and it is not possible to easily change parking rates. 16 spaces in one parking lot are used as permit parking with permit holders paying an annual fee for the exclusive use of these spaces.

The full study conducted in 2018 is appended to this report. Currently, there are roughly 450 spaces in the paid-parking area (including on-street and parking lot spaces).

Request for Qualifications

The City seeks to have a customer-friendly, intuitive parking payment system. While currently metered paid parking is only located downtown, the City anticipates a future in which the system will be expanded to places including the airport and other facilities. In these locations, the rate and term of parking may be modified but the City wishes to engage one vendor to handle various types of paid parking. The City anticipates a combination of pay stations, meters, mobile apps and other solutions as recommended by the selected vendor(s).

The qualifications of vendors will be judged on the basis of the following items:

- User-friendliness and intuitiveness of the customer interface
- Ability of the City to manage rates, spaces, time-frames and other administrative functions

- Integration with ticketing software and ability to offer online ticket payment
- The aesthetic of the hardware to be installed
- The requirements of installation (need for power, mounting methods, etc)
- Longevity of the equipment and the degree to which the equipment has a proven quality record in cold and snowy installations
- Warranties, speed of service technicians, and ability to order replacement parts
- The integration of this equipment vehicle sensing technology to automatically indicate when lots or spaces are full and also ability to price parking on-demand; the City may choose to add these capabilities in the future
- Costs including installation, on-going maintenance, and operation
- The financing or leasing of meters including operation of meetings by the vendor under license to the City

The City recognizes that firms may offer a variety of methods and equipment to meet our parking needs. The purpose of this RFQ is for firms to offer their best solution to meet the needs we require and also to devise a system to expand the paid parking in the future if the City so desires.

Submission information

Interested firms may respond independently or partner to create a consolidated package to address the needs identified. Statements of qualification should demonstrate the firm or firm's ability to address the qualifications outlined and should not exceed 10 pages.

Packages are due on January 28, 2019 at 4pm EST and should be addressed to:

Charlevoix City Clerk
ATTN: Parking RFQ
210 State Street
Charlevoix, MI 49720

Late, electronic, and facsimile qualifications will not be accepted.

The City of Charlevoix reserves the right to accept or reject any and all proposals and also to request follow-up information and/or demonstrations prior to making a decision. The City would like to see installation of new meters as early as April 2019.

Method of Evaluation

The City of Charlevoix intends to award a contract based on the qualifications presented. By addressing the list of desired qualifications above, the firm(s) will demonstrate their ability to meet our parking needs. The following factors will be used to measure the abilities of the firm(s):

- Vendor Qualifications (35%)
This measures the degree to which the firm has functioned in similar communities, climates, and a mix of on-street and parking lot situations.
- User Experience (25%)
This measures the degree to which users, both customers and staff, find the user experience to be intuitive and user-friendly. This includes all aspects of the experience from administering rates, paying for parking, writing tickets, and producing parking reports.

- **Cost (20%)**
This factor includes the cost to purchase or lease equipment, the expected rate of return on this investment, and the financing options offered by the vendor(s).
- **Technological advancement (20%)**
Meters, payment methods, and all aspects of the installation should be forward thinking and expandable. Vehicle sensing technology should be compatible for future installation and meters, pay stations, and other hardware should be wirelessly connected in order to receive communication from City administration or allow customers to pre-select spaces, reserve spaces, and similar mobile app-based features.

Further information

Questions about this request and further information about the community can be obtained from the City Manager's Office. Please email City Manager Mark Heydlauff at markh@charlevoixmi.gov or call (231) 547-3270. Firms interested in responding are obligated to seek additional information if desired; the City does not anticipate follow-up addenda to this request.

DRAFT