



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, April 1, 2019- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Proclamation - Sexual Assault Awareness Month April 2019
Luther Kurtz, Mayor
 - B. Proclamation - Tree City USA Designation
Luther Kurtz, Mayor
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - March 18, 2019
 - B. Accounts Payable and Payroll Check Registers
 - C. Charlevoix City Band Contract for \$5,000
 - D. WWTP Hach Three-Year Service Plan for \$10,828
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Bridge Lighting Plaque
Leilani Durbin, Silver Linings Charlevoix
 - B. Rates and Fees - Permit Parking
Mark L. Heydlauff, City Manager; Deputy Police Chief Scott Hankins
 - C. TEDF Grant Application Approval- May Street Repaving
Mark L. Heydlauff, City Manager
 - D. Water Treatment Plant Filter Rehab Phase II
Mark L. Heydlauff, City Manager
 - E. Mayoral 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

Presentations

TITLE: Proclamation - Sexual Assault Awareness Month April 2019

DATE: April 1, 2019

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

April is Sexual Assault Awareness Month and as a representative of the City, Mayor Kurtz is offering the attached proclamation in support of the nationwide effort to create positive change.

ATTACHMENTS:

- ▣ Proclamation

PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH ~ APRIL 2019

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that I, Luther Kurtz, Mayor of the City of Charlevoix, support efforts to eliminate sexual assault and hereby declare April 2019 to be in our city

Sexual Assault Awareness Month

Dated this 1st day of April, 2019.

Mayor Luther Kurtz
City of Charlevoix

CHARLEVOIX CITY COUNCIL

Presentations

TITLE: Proclamation - Tree City USA Designation

DATE: April 1, 2019

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

Mayoral proclamation in recognition of National Arbor Day and Earth Day and supporting the City's continuing certification as a Tree City USA.

ATTACHMENTS:

- ▣ Proclamation



MAYORAL PROCLAMATION

WHEREAS, in 2018 the City planted, pruned and encouraged our citizens to care for our street trees and encouraged citizens to participate in our Adopt-A-Tree program; and

WHEREAS, in 2018 the City was once again certified as a "Tree City USA*" for the twenty-seventh time; and

WHEREAS, the City has met the four standards necessary to become a Tree City USA Community.

BE IT SO RESOLVED THAT THE MAYOR OF THE CITY OF CHARLEVOIX, supports the observance and celebration of National Arbor Day on April 26, 2019 and Earth Day on April 22, 2019; and

BE IT FURTHER RESOLVED, that the City of Charlevoix is a Green Community and supports the City's continuing certification as a Tree City USA; and

BE IT FURTHER RESOLVED, residents are encouraged to continue planting and protecting the young City trees adjoining their properties.



Luther Kurtz, Mayor

April 1, 2019

**Tree City USA is a nationwide awards program sponsored by the Arbor Day Foundation, supported by the USDA Forestry Service and the National Association of State Foresters including our own Michigan foresters.*

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - March 18, 2019

DATE: April 1, 2019

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
DRAFT REGULAR CITY COUNCIL MEETING MINUTES
Monday, March 18, 2019 – 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

Deputy Mayor: Luther Kurtz
Members Present: Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Shane Cole, Greg Bryan
City Manager: Mark L. Heydlauff
City Attorney: Scott Howard
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

- A. City Council Meeting Minutes – March 4, 2019
- B. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – March 19, 2019
 - b. ACH Payments – March 4, 2019 to March 13, 2019
 - c. Payroll Check Register – March 8, 2019
 - d. Payroll Transmittal – March 8, 2019
 - e. Tax Disbursement – March 19, 2019
- C. Rates and Fees – amend Airport fees

CITY OF CHARLEVOIX
RESOLUTION NO. 2019-03-01
AMENDED RATES, FEES & CHARGES ASSOCIATED WITH THE FISCAL BUDGET

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

WHEREAS, the City of Charlevoix defines these amounts in the Schedule of Rates, Fees & Charges; and

WHEREAS, the Charlevoix City Council wishes to incorporate in one Resolution all amendments to fees, rates and charges under the purview of the City Airport Manager.

NOW THEREFORE BE IT RESOLVED that the Charlevoix City Council hereby establishes the following amendments to the Schedule of Rates, Fees & Charges, effective April 1, 2019:

1. Aircraft Landing & Ramp Fees

a. Type I Jet (up to 20,000lbs) Yearly Landing Fee Pass	\$ 900.00
b. Type II Jet (20,000 – 40,000 lbs) Annual Landing Fee	\$1,200.00
c. Type III Jet (over 40,000 lbs) Annual Pass	\$1,500.00

2. Hanger and Access Rates

Hanger Rental Rates*(per month)	
Units 1, 2, 3, 8, 9 & 10	\$ 164.00
Units 4, 5 & 7	169.13
Unit 6	225.50
Box B	240.88
Box C	430.50
Box D	189.63

*Rates are not effective until current leases expire

RESOLVED, this 18th day of March, 2019 A.D.

Resolution adopted by the following yea and nay vote:

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

- D. Transformer Purchases – ten transformers from RESCO for \$33,248
- E. EMS Billing Agreement – 5% of amount collected for a seven year term with AccuMed Group
- F. Taxiway A Rehabilitation – Contract Amendment No. 2 for local share of \$660

CITY OF CHARLEVOIX
RESOLUTION NO. 2019-03-02
EXECUTION OF CONTRACT AMENDMENT WITH THE STATE OF MICHIGAN
(Contract No.2017-0716/A2)

WHEREAS, the City of Charlevoix entered into a contract agreement with the State of Michigan (Contract No. 2017-0716) dated September 7, 2017 for the rehabilitation of Taxiway Alpha and rehabilitation of Taxiway Alpha lighting; and

WHEREAS, MDOT and the City of Charlevoix desire to amend the contract to increase the amount to cover higher than anticipated construction costs associated with the project; and

WHEREAS, the original contract amount will be increased by Thirteen Thousand Two Hundred Dollars (\$13,200), for a revised total Contract amount of One Million Three Hundred Twenty-Eight Thousand Ninety-Three Dollars (\$1,328,093); and

WHEREAS, the City of Charlevoix local share of the contract increase is 5% or, Six Hundred Sixty Dollars (\$660).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Contract Amendment No. 2017-0716/A2 after review by City Staff and the City Attorney.

RESOLVED this 18th day of March, 2019 A.D.

Resolution was adopted by the following ye and nay vote:

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

- G. Police Officers Labor Council (POLC) Letter of Understanding – modify short-term disability waiting period and include long term disability

Motion by Kalbfell, second by Hagen, to approve the Consent Agenda as presented.

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

Motion by Hagen, second by Kalbfell to reorder the agenda to consider the USDA Grant Application at this point in the meeting.

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

6. Public Hearings & Actions Requiring Public Hearings

- A. Public Hearing for Historic Preservation Ordinance No. 800

Mayor Kurtz opened the public hearing at 6:58 p.m. DDA Director Dotson stated that a consultant hired by Michigan Main Street prepared an update to the Historic District Governing Ordinance of the City of Charlevoix pursuant to recommendations made by SHPO staff. Much of the language was cleaned up relative to the Historic District Commission and also to better align with current Michigan Building Code. There was no public comment and the hearing was closed at 7:01 p.m. *Clerk's Note: Council will vote on Ordinance 800 at their April 15th meeting when all members are present.*

- B. Set Public Hearing for Zoning Ordinance Housekeeping Amendments

City Manager Heydlauff stated that this amendment addresses outdoor RV storage and commercial sign lighting. It also begins to address housing goals by amending some definitions, adding a definition for accessory dwelling unit, and adjusting parking standards for some residential uses.

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

Motion by Hagen, second by Kalbfell, to set a public hearing for Monday, April 15, 2019 at 6:00 p.m. in Council Chambers to consider various housekeeping amendments to the Zoning Code.

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None
Absent: Bryan, Cole

C. Set Public Hearing for Zoning Ordinance Amendment Accessory Dwelling Units

City Manager Heydlauff stated that this proposed ordinance amends various sections of the Zoning Code to allow for Accessory Dwelling Units within the R2 Residential Zoning District.

Mayor Kurtz opened the item to public comment.

- Mark Greyerbehl requested and received a definition for Accessory Dwelling Unit.

The item was closed to the public.

Motion by Kalbfell, second by Hagen, to set a public hearing for Monday, April 15, 2019 at 6:00 p.m. in Council Chambers to consider Accessory Dwelling Unit amendments to the Zoning Code.

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

7. **All Other Actions & Requests**

A. Michigan Beach Recreation Passport Grant

Recreation Director Knorr recommended submitting an application for the 2019 DNR Michigan Passport Grant which would encompass a pedestrian and bicycle walkway, designated handicap and accessible parking off of Park Avenue, creation of an over look, and installation of rain gardens. The total project is expected to cost \$167,135 with a City match of \$41,783.

Mayor Kurtz opened the item to public comment.

- Bob Timms was concerned with the expenditure of funds.

The item was closed to the public.

Motion by Perron, second by Kalbfell, to approve Resolution 2019-03-04 to authorize the City Manager to file the Grant Application with the Michigan Department of Natural Resources and direct the City Manager to modify the 2019 Capital Improvement Plan accordingly.

CITY OF CHARLEVOIX
RESOLUTION NO. 2019-03-04
RECREATION PASSPORT GRANT PROGRAM AUTHORIZATION

WHEREAS, *the City of Charlevoix supports the submission of an application titled "Michigan Beach Park" to the Recreation Passport Grant Program for development of site improvements at Michigan Beach Park; and*

WHEREAS, *the City of Charlevoix is committed to increased use and development of trails; and*

WHEREAS, *the proposed application is supported by the current annual Capital Improvement Plan; and*

WHEREAS, *the City of Charlevoix is hereby making a financial commitment to the project in the amount of \$41,783.85 matching funds, in cash and/or force account.*

NOW THEREFORE BE IT RESOLVED, *that the City of Charlevoix through the City Council, authorizes submission of a Passport Grant Program Application for \$167,135; and*

BE IT FURTHER RESOLVED, *that the City of will make available its financial obligation amount of \$41,783.85 (25%) of the total \$167,135 project cost, during the 2019-20 fiscal year.*

RESOLVED *this 18th day of March, 2019 A.D.*

Resolution was adopted by the following yea and nay vote:

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

B. USDA Grant Application

City Manager Heydlauff stated that the Beaver Island Boat Company (BIBCo) secured an option to purchase the former Kelsey's Restaurant on Ferry Avenue. The City and BIBCo will pursue the construction of a new ferry docking area north of the Ferry Avenue boat launch ramp. Boat launch activities will be unaffected. BIBCo will operate from the Kelsey's property and the current DPW building will be razed and the site redeveloped for parking. He stated that the City will also pursue MDOT funding for Stover Road reconstruction to both improve the road and to handle additional boat dock traffic. Operations are unlikely to begin until 2021 at the earliest. The grant proposal, if awarded, would cover costs to design and engineer the improvements discussed above. The

City Manager noted that there would be no encroachment of green space at Ferry Beach. BIBCo representatives Bill McDonough (CEO) and Tim McQueer (President) shared conceptual information.

Mayor Kurtz opened the item to public comment.

- Linda Weston had safety concerns in the channel.
- Steve Hanson had congestion concerns at the boat launch.
- Christine Abbey was concerned with construction noise and children's safety.
- Francis "Brownie" Flanders felt the residential feel of the neighborhood would change.
- Paul Weston and Derek Davis felt it was premature to make a decision on the grant application.
- Barney Way expressed safety concerns.
- Tracey Nemecek suggested a review of boat launch activity.
- John Haggard was in favor of the project.
- Dean DeWildt was not in favor of the project.

The item was closed to the public.

After Council discussion, City Manager Heydlauff stated that if the grant was approved, the next step would be to choose the prime professional for the project which would include a series of meetings with more public input. He noted that project priorities would include maintaining a quality boat launch as well as noise and light pollution.

Motion by Kalbfell, second by Perron, to approve Resolution 2019-03-05 in support of a \$350,000 grant application from the USDA for design of the relocation site for the Beaver Island Boat Company.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2019-03-05**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, AND COMMIT TO SUPPORT THE DEVELOPMENT, ENGINEERING AND DESIGN OF THE RELOCATION SITE FOR THE BEAVER ISLAND BOAT COMPANY FUNDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL BUSINESS DEVELOPMENT GRANT FOR TECHNICAL ASSISTANCE.

WHEREAS, *the City of Charlevoix is applying for \$350,000 in funding through USDA from the Rural Business Development Grant Program to construct site develop, engineer and design the relocation site for the Beaver Island Boat Company on the boat launch area of Stover Road; and*

WHEREAS, *USDA requires a formal commitment from the public agency that will be receiving these funds and will be implementing and managing this project.*

NOW THEREFORE BE IT RESOLVED, *the City has authorized Mark Heydlauff, City Manager, to act as agent on behalf of the City to request Rural Business Development Grant funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.*

RESOLVED *this 18th day of March, 2019 A.D.*

Resolution was adopted by the following yea and nay vote:

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None

Absent: Bryan, Cole

C. Creation of Ferry Beach District Tax Capture

City Attorney Howard explained Local Development Financing Act (LDFA) and Water Resource Improvement Authority (WRIA) options relative to a Ferry Beach District. He discussed the timeline involved for both options and answered questions from Council.

Mayor Kurtz opened the item to public comment.

- Jim Rogers requested boundaries of the Ferry Beach District; the City Manager replied they were yet to be determined.

The item was closed to the public.

Council agreed to proceed with the WRIA recommended by the City Attorney and directed him to draft a resolution as such.

D. Historical Society Sign Request

Denise Fate, Charlevoix Historical Society President, explained the interpretive historic signs project approved by the Planning Commission.

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

Motion by Kalbfell, second by Oleksy, to approve signage as requested by the Historical Society.

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None

Absent: Bryan, Cole

E. Parking RFQ

City Manager Heydlauff facilitated a discussion regarding the qualification packets received for parking meters and related technology. Council concurred to invite Harvey Electronics, Traffic & Safety Control, ParkSol USA and IPS Group to demonstrate their products.

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

Kalbfell and Council also discussed the Acacia Lot permit parking and suggested spreading out permit parking among the lots.

Motion by Kalbfell, second by Hagen, to direct City Staff to bring a plan for downtown paid parking spaces to the April 1st Council meeting.

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None

Absent: Bryan, Cole

F. MDOT Contract Amendment for Bridge Lighting Project

City Manager Heydlauff recalled that Council approved the original contract on August 6, 2018. The scope of the project has changed to include lighting under the bridge therefore, MDOT amended the contract to include language specifying this and also including that the City is responsible for electrical expenses.

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

Motion by Kalbfell, second by Oleksy, to approve Resolution 2019-03-03, executing the contract amendment with MDOT for the installation of lights under the Charlevoix Bascule Bridge.

CITY OF CHARLEVOIX
RESOLUTION NO. 2019-03-03
EXECUTION OF MDOT CONTRACT NO. 18-5341 AMENDMENT
BASCULE BRIDGE ACCENT AND PEDESTRIAN LIGHTING

WHEREAS, the City of Charlevoix is proposing the installation of bascule bridge accent and pedestrian lighting; and

WHEREAS, the project will beautify the structure, welcome boaters and increase safety; and

WHEREAS, the project has support from the Downtown Development Authority, City Council, and Charlevoix Area Chamber of Commerce; and

WHEREAS, on August 6, 2018 City Council authorized the execution of MDOT Contract No. 18-5341; and

WHEREAS, the project has expanded to include pedestrian and railing lighting under the bridge.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the Mayor and City Manager to execute the amendment to MDOT Contract No. 18-5341 for the bridge accent and pedestrian lighting project.

RESOLVED this 18th day of March, 2019 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None

Absent: Bryan, Cole

G. Bridge Rail Paint Removal

City Manager Heydlauff recalled that Council directed him to explore the option of removing the paint from the bridge railings. The Charlevoix Bridge Lighting Project group forwarded him a local bid proposal from Kelly Warner Painting which did not go through the normal City bid process.

Mayor Kurtz opened the item to public comment.

- Denise Fate was not in favor of leaving the railings unpainted.

The item was closed to the public.

Council agreed to direct Staff to discuss requirements with MDOT and determine the original bridge color.

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- DEQ meeting on March 22nd regarding the water system
- Superintendent Swem would like Council to hold a work session to view a green energy presentation
- Mayors exchange with Holland is being planned for this summer

C. Mayor & Council Comments

- Let Mayor know if Council will not attend the joint work session with the Planning Commission
- Mayor thanked Carissa Mullaney for her time on the DDA Board
- At the April 1st Council meeting, Mayor will nominate David Gray for the Planning Commission

9. **Other Council Business**

A. Closed Session – Purchase or Lease of Real Property

Motion by Kalbfell, second by Hagen, to enter Closed Session pursuant to MCL 15.268 Section 8(d) to discuss the purchase or lease of real property.

Yeas: Hagen, Kalbfell, Perron, Oleksy

Nays: None

Absent: Bryan, Cole

Council moved into Closed Session at 9:05 p.m. Council resumed Open Session at 10:05 p.m.

10. **Adjourn**

The Mayor adjourned the meeting at 10:05 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Regular Accounts Payable – 03/19/2019			
ACE HARDWARE	1,497.71	HAGGARD'S INC	439.95
AIRGAS USA LLC	70.51	HEALTH DEPT OF NW MICHIGAN	850.00
ALL-PHASE ELECTRIC SUPPLY CO.	53.61	HYDE SERVICES LLC	108.36
ALTEC INDUSTRIES INC	309.57	HYDRO CORP	530.00
AMERICAN WASTE INC.	3,113.20	INDEPENDENT DRAFTING SERVICES	1,976.00
AMERIGAS PROPANE LP	100.17	J RANCK ELECTRIC INC	896.00
ANZELL, BETH A.	272.60	KENNEDY, SUE	55.00
AT YOUR SERVICE PLUS INC	562.50	KLOOSTER, ALIDA K.	27.38
AUTO VALUE	1,625.67	KSS ENTERPRISES	361.74
AVFUEL CORPORATION	1,520.00	MCCARDEL CULLIGAN-PETOSKEY	50.00
B & L SOUND INC	116.96	MCGOUGH'S INC	405.30
BEAVER RESEARCH COMPANY	317.80	MCLAREN HEALTH PLAN	201.69
BELL EQUIPMENT COMPANY	874.22	MCLAREN NORTHERN MICHIGAN	150.00
BOLANDER, FREDERICK	40.00	MCMULLEN, DONALD R.	51.39
BOUND TREE MEDICAL LLC	239.02	MDC CONTRACTING LLC	22,202.74
CARQUEST OF CHARLEVOIX	2,206.26	MICHIGAN OFFICEWAYS INC	880.59
CDW GOVERNMENT INC.	2,141.72	MUNICIPAL UNDERWRITERS OF MICH	55.00
CHARLEVOIX TOWNSHIP	33,099.25	N M A C P	75.00
CHARTER COMMUNICATIONS	1,062.04	NORTHERN MICHIGAN LAW ENFORCE	125.00
CINTAS CORPORATION	100.76	NORTHERN MICHIGAN REVIEW INC.	2,176.40
CINTAS CORPORATION #729	30.00	NORTHERN PUMP SERVICE INC.	4,123.49
CITY OF CHARLEVOIX - MISC	636.02	NORTHERN SAFETY CO INC	178.35
CITY OF CHARLEVOIX - UTILITIES	37,839.38	OHM ADVISORS	113,249.25
CLEAR WATER PLUMBING & HEATING	6,070.00	OLESON'S FOOD STORES	122.32
DELL MARKETING L P	1,287.35	OLSON BZDOK & HOWARD	4,137.25
DERRER OIL & PROPANE CO	81.00	OVERHEAD DOOR COMPANY	577.00
DOMINIC, MICHAEL	72.91	PAUL'S METER TESTING LLC	2,604.60
DROST LANDSCAPE INC.	10,440.00	PERFORMANCE ENGINEERS INC	1,088.50
FAMILY FARM & HOME	332.02	PERSONAL GRAPHICS	740.22
FARRELL, MITCHELL L.	26.00	PHYSICIAN'S CLINIC OF CHARLEVOIX	41.00
FASTENAL COMPANY	213.36	POLYDYNE INC	399.61
FEYEN ZYLSTRA LLC	8,795.38	POWER LINE SUPPLY	2,706.00
FICK & SONS DIESEL GARAGE	390.66	POWERPLAN	617.69
FOX CHARLEVOIX FORD	1,017.85	PREIN & NEWHOF	275.00
FREEDOM MAILING SERVICES INC.	2,349.72	PURITY CYLINDER GASES INC	84.14
GLIK'S	20.00	PVS TECHNOLOGIES INC	6,665.67
GOLDING, JOYCE M.	74.03	R L DEPPMANN CO	2,133.57
GOVERNMENT FINANCE	160.00	RANGE TELECOMMUNICATIONS	243.40
GRAHAM ELECTRIC CO	480.00	RILEY, REBECCA	23.99
GRAINGER	38.34	ROBERTS, MERLIN	200.00
GRAND TRAVERSE DIESEL INC.	418.92	SPARTAN STORES LLC	16.56
HACH COMPANY	2,238.53	SUMMIT COMPANIES	298.13

SYSTEMS SPECIALISTS INC	55.00	USA BLUE BOOK	439.45
TELEDYNE INSTRUMENTS INC	1,414.00	VERIBANC INC.	432.00
TELE-RAD INC	374.99	VILLAGE GRAPHICS INC.	332.17
TERMINAL SUPPLY CO	129.82	WOLVERINE POWER SYSTEMS	290.00
TRUCK & TRAILER SPECIALTIES	743.98	WORK & PLAY SHOP	1,270.79
UNIFIRST CORPORATION	639.40	TOTAL	300,599.92

ACH Payments – 03/04/2019 to 03/13/2019

MI PUBLIC POWER AGENCY	21,656.36	VANTAGEPOINT (401 ICMA PLAN)	802.64
PAYMENT SERVICE NETWORK	239.50	VANTAGEPOINT (457 ICMA PLAN)	19,521.20
STATE OF MI (SALES TAX)	23,298.14	VANTAGEPOINT (ROTH IRA)	955.76
IRS (PAYROLL TAX DEPOSIT)	43,164.03	MI PUBLIC POWER AGENCY	20,094.00
ALERUS FINANCIAL (HCSP)	4,717.76	DTE ENERGY	11,277.63
STATE OF MI (WITHHOLDING TAX)	6,280.35	TOTAL	152,007.37

Payroll Net Pay – Pay Period Ending 03/02/2019 (Paid 03/08/2019)

HEYDLAUFF, MARK L.	2,845.61	BRADLEY, JOHN P.	287.88
GOLDING, JOYCE M.	2,188.05	DIXON, MIKAYA S.	248.92
DEROSIA, PATRICIA E.	654.49	NIMPHIE, NOAH J.D.	271.49
DOTSON, LINDSEY J.	1,351.30	PORATH, JACOB P.	229.21
LOY, EVELYN R.	3,978.86	HAGEN, MADISON L.	162.54
KLOOSTER, ALIDA K.	2,020.65	CRANDELL, ZACKARY R.	382.18
GOLOVICH, KAREN J.	996.81	WHITE III, MARCUS W.	448.50
BARNEVELD, RICHELLE L.	1,144.60	BERTINELLI, DAVID P.	686.34
SPENCLEY, PATRICIA L.	1,304.75	FOSTER, WILLIAM P.	401.21
MILLER, FAITH G.	26.26	BEMIS, ADDISON J.	321.16
MCGINN, KELLY A.	2,365.23	NIMPHIE, MASON K.D.	105.72
LAVENDER, JOSEPH E.	1,726.00	HERBOLDSHEIMER, HANNAH M.	202.06
DOAN, GERARD P.	2,049.77	BOSS, BEAU J.	1,111.70
SCHLAPPI, JAMES L.	905.81	HEID, THOMAS J.	1,285.72
UMULIS, MATTHEW T.	1,190.25	WYMAN, MATTHEW A.	1,495.27
HANKINS, SCOTT A.	1,573.05	MILLER, WILLIAM S.	1,389.55
ORBAN, BARBARA K.	1,089.94	DOUGLAS, MARK	891.86
WILLIAMS, ASHLEY M.	1,476.57	PRIOR, ERIN C.	1,305.66
FLICKEMA, ANDREW M.	1,739.64	CERTA, BRIAN	504.07
RILEY, DENISE M.	464.31	MCMULLEN, DONALD R.	1,990.42
MATELSKI, KRISTEN L.	1,301.60	SILVA, JESSE L.A.	1,480.33
WURST, RANDALL W.	1,587.92	WILLSON, BRENDA R.	1,556.30
MAYER, SHELLEY L.	1,668.98	BEAN, PETER J.	1,137.39
HILLING, NICHOLAS A.	1,368.72	RILEY, REBECCA J.	1,852.50
MEIER III, CHARLES A.	1,129.75	STEVENS, JEFFREY W.	409.14
ZACHARIAS, STEVEN B.	1,232.49	RILEY, CASEY W.	675.70
NEWMAN, MARK J.	854.76	JONES, LARRY M.	1,075.91
SWEM, DONALD L.	1,976.17	MATZ, EMILY S.	457.24
EATON, BRAD A.	2,390.89	STEPHENS, LYON G.	441.60
WILSON, TIMOTHY J.	2,566.61	ERWIN, RACHELLE L.	306.55
LAVOIE, RICHARD L.	1,755.23	TRAVERS, MANUEL J.	165.62
STEVENS, BRANDON C.	2,642.40	SEHL, JENNA R.	91.62
DRAVES, MARTIN J.	1,811.61	RILEY, DANIEL A.	857.28
ANDERSON, ELIZABETH A.	1,210.74	WHEELER, MICHAEL W.	935.73
KENWABIKISE, DAVID L.	1,209.74	PEARSALL, KRISTA M.	207.23
ELLIOTT, PATRICK M.	2,228.15	DRAKE, WILLIAM F.	770.78
SCHWARTZFISHER, JOSEPH L.	1,114.89	JOHNSON, MELISSA A.	954.45
BRADLEY, KELLY R.	1,527.57	AZZOPARDI, ANTHONY J.	458.12
HART II, DELBERT W.	1,358.81	DEKORNE, ELIZABETH A.	453.05
JONES, ROBERT F.	1,563.06	VOUSBOUKIS, AUTUMN M.	1,533.04
DORAN, JUSTIN J.	1,904.18	BELMONTE, ANTONIO F.	93.41
FARRELL, MITCHELL L.	1,710.14	LOY, EVELYN R.	5,612.53
THORP JR, WILLIAM D.	1,988.81	WHITLEY, ANDREW T.	1,628.84
LEITNER, RYAN S.	1,377.62	MORRISON, KEVIN P.	1,628.64
KNORR, KENT J.	1,853.36	BOSS JR, DALE E.	1,493.16
ANZELL, BETH A.	302.31	MATTER, DAWSON K.	227.96
MILAN, JANE E.	99.73	HOLM, ARTHUR R.	1,151.08
BOSS, SHERRY M.	846.82	TOTAL	115,051.67

Payroll Transmittal – 03/08/2019

4FRONT CREDIT UNION	851.84	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	148.82	COMMUNICATION WORKERS OF AMER	584.25
AMERICAN FAMILY LIFE	525.04	MI STATE DISBURSEMENT UNIT	580.77
BARRY COUNTY TRIAL COURT	20.00	POLICE OFFICERS LABOR COUNCIL	251.25
CHAR EM UNITED WAY	90.00	PRIORITY HEALTH	1,540.17
CHARLEVOIX STATE BANK	857.00		
CHARLEVOIX STATE BANK	5,271.00	TOTAL	10,870.14

Tax Disbursement – 03/19/2019			
CHARLEVOIX COUNTY TREASURER	1,366.78	CHARLEVOIX PUBLIC SCHOOLS	105.55
CHARLEVOIX COUNTY TREASURER	32,682.15	CITY OF CHARLEVOIX - TAXES DUE	8,145.79
CHARLEVOIX DISTRICT LIBRARY	9,165.98	RECREATIONAL AUTHORITY	1,715.98
CHARLEVOIX PUBLIC SCHOOLS	1,512.95	STATE OF MICHIGAN	3,019.32
CHARLEVOIX PUBLIC SCHOOLS	195.46		
CHARLEVOIX PUBLIC SCHOOLS	26.37	TOTAL	57,936.33

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: April 1, 2019

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
03/20/2019		
126349	AT&T	4,568.34
126350	AT&T MOBILITY	89.78
126351	AVSurance CORPORATION	4,725.00
126352	CHARLEVOIX STATE BANK	9,776.71
126353	CHARLEVOIX TOWNSHIP	17.03
126354	CHARTER COMMUNICATIONS	918.99
126355	DELTA DENTAL	3,640.10
126356	GREAT LAKES ENERGY	314.75
126357	METLIFE SMALL BUSINESS CENTER	585.47
126358	PRIORITY HEALTH	43,558.60
126359	STANDARD INSURANCE CO	2,345.93
126360	VERIZON WIRELESS	56.72
126361	VISION SERVICE PLAN	565.15
126362	ZAREMBA EQUIPMENT INC	89,575.00
Total 03/20/2019:		160,737.57
Grand Totals:		160,737.57

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

03/20/19 Special Accounts Payable Run	\$	160,737.57
03/22/19 Payroll (net pay)	\$	103,538.05
03/22/19 Payroll Transmittal Checks	\$	5,462.08
04/02/19 Regular Accounts Payable	\$	181,851.92
Checks Sub-Total:	\$	451,589.62

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

03/18/19 MI Public Power Agency	\$	31,765.71
03/22/19 IRS (Payroll Tax Deposit)	\$	36,430.75
03/22/19 Alerus Financial (HCSP)	\$	300.00
03/22/19 State of MI (Withholding Tax)	\$	5,510.93
03/22/19 Vantagepoint (401 ICMA Plan)	\$	802.64
03/22/19 Vantagepoint (457 ICMA Plan)	\$	18,447.89
03/22/19 Vantagepoint (Roth IRA)	\$	955.76
03/22/19 MERS Defined Benefit Plan	\$	45,613.02
03/25/19 MI Public Power Agency	\$	25,400.69
03/25/19 MI Public Power Agency	\$	203,196.87
ACH Sub-Total:	\$	368,424.26

Huntington National Bank Total: \$ 820,013.88

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

04/02/19 Tax Disbursement	\$	-
Charlevoix State Bank Total:	\$	-

Grand Total: \$ 820,013.88

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/16/2019	PC	03/22/2019	27810	HEYDLAUFF, MARK L.	102		2,557.16
03/16/2019	PC	03/22/2019	27811	GOLDING, JOYCE M.	106		1,764.16
03/16/2019	PC	03/22/2019	27812	DEROSIA, PATRICIA E.	107		1,218.73
03/16/2019	PC	03/22/2019	27813	DOTSON, LINDSEY J.	109		1,351.30
03/16/2019	PC	03/22/2019	27814	KLOOSTER, ALIDA K.	121		1,652.48
03/16/2019	PC	03/22/2019	27815	GOLOVICH, KAREN J.	122		996.81
03/16/2019	PC	03/22/2019	27816	BARNEVELD, RICHELLE	123		1,134.32
03/16/2019	PC	03/22/2019	27817	SPENCLEY, PATRICIA L.	136		1,031.23
03/16/2019	PC	03/22/2019	27818	MCGINN, KELLY A.	146		1,941.35
03/16/2019	PC	03/22/2019	27819	LAVENDER, JOSEPH E.	153		1,725.99
03/16/2019	PC	03/22/2019	27820	DOAN, GERARD P.	201		2,049.77
03/16/2019	PC	03/22/2019	27821	SCHLAPPI, JAMES L.	204		956.06
03/16/2019	PC	03/22/2019	27822	UMULIS, MATTHEW T.	205		1,240.50
03/16/2019	PC	03/22/2019	27823	HANKINS, SCOTT A.	208		1,603.22
03/16/2019	PC	03/22/2019	27824	ORBAN, BARBARA K.	209		1,140.19
03/16/2019	PC	03/22/2019	27825	WILLIAMS, ASHLEY M.	210		1,238.01
03/16/2019	PC	03/22/2019	27826	FLICKEMA, ANDREW M.	211		1,366.01
03/16/2019	PC	03/22/2019	27827	RILEY, DENISE M.	213		459.94
03/16/2019	PC	03/22/2019	27828	MATELSKI, KRISTEN L.	230		1,301.60
03/16/2019	PC	03/22/2019	27829	WURST, RANDALL W.	411		1,101.44
03/16/2019	PC	03/22/2019	27830	MAYER, SHELLEY L.	412		1,670.94
03/16/2019	PC	03/22/2019	27831	HILLING, NICHOLAS A.	413		1,702.47
03/16/2019	PC	03/22/2019	27832	MEIER III, CHARLES A.	421		1,369.11
03/16/2019	PC	03/22/2019	27833	ZACHARIAS, STEVEN B.	422		1,232.48
03/16/2019	PC	03/22/2019	27834	NEWMAN, MARK J.	424		725.68
03/16/2019	PC	03/22/2019	27835	SWEM, DONALD L.	512		1,976.17
03/16/2019	PC	03/22/2019	27836	EATON, BRAD A.	515		1,974.27
03/16/2019	PC	03/22/2019	27837	WILSON, TIMOTHY J.	516		2,107.69
03/16/2019	PC	03/22/2019	27838	LAVOIE, RICHARD L.	519		1,755.23
03/16/2019	PC	03/22/2019	27839	STEVENS, BRANDON C.	521		2,066.35
03/16/2019	PC	03/22/2019	27840	DRAVES, MARTIN J.	523		1,970.25
03/16/2019	PC	03/22/2019	27841	ANDERSON, ELIZABETH	526		1,210.74
03/16/2019	PC	03/22/2019	27842	KENWABIKISE, DAVID L.	528		1,209.74
03/16/2019	PC	03/22/2019	27843	ELLIOTT, PATRICK M.	600		2,228.16
03/16/2019	PC	03/22/2019	27844	SCHWARTZFISHER, JOS	603		1,206.61
03/16/2019	PC	03/22/2019	27845	BRADLEY, KELLY R.	614		1,606.69
03/16/2019	PC	03/22/2019	27846	HART II, DELBERT W.	616		1,481.78
03/16/2019	PC	03/22/2019	27847	JONES, ROBERT F.	618		1,645.69
03/16/2019	PC	03/22/2019	27848	DORAN, JUSTIN J.	621		1,277.56
03/16/2019	PC	03/22/2019	27849	FARRELL, MITCHELL L.	622		1,341.97
03/16/2019	PC	03/22/2019	27850	THORP JR, WILLIAM D.	623		1,364.82
03/16/2019	PC	03/22/2019	27851	LEITNER, RYAN S.	624		1,692.89
03/16/2019	PC	03/22/2019	27852	KNORR, KENT J.	700		1,853.36
03/16/2019	PC	03/22/2019	27853	ANZELL, BETH A.	702		952.78
03/16/2019	PC	03/22/2019	27854	MILAN, JANE E.	711		77.93
03/16/2019	PC	03/22/2019	27855	BOSS, SHERRY M.	730		766.91
03/16/2019	PC	03/22/2019	27856	BRADLEY, JOHN P.	735		420.65
03/16/2019	PC	03/22/2019	27857	DIXON, MIKAYA S.	736		105.72
03/16/2019	PC	03/22/2019	27858	NIMPHIE, NOAH J.D.	737		201.01
03/16/2019	PC	03/22/2019	27859	PORATH, JACOB P.	741		340.21
03/16/2019	PC	03/22/2019	27860	CRANDELL, ZACKARY R.	753		424.17
03/16/2019	PC	03/22/2019	27861	WHITE III, MARCUS W.	754		281.13
03/16/2019	PC	03/22/2019	27862	BERTINELLI, DAVID P.	764		793.73
03/16/2019	PC	03/22/2019	27863	FOSTER, WILLIAM P.	765		403.55
03/16/2019	PC	03/22/2019	27864	BEMIS, ADDISON J.	766		246.97
03/16/2019	PC	03/22/2019	27865	NIMPHIE, MASON K.D.	776		280.16
03/16/2019	PC	03/22/2019	27866	HERBOLDSHEIMER, HAN	784		373.88

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/16/2019	PC	03/22/2019	27867	BOSS, BEAU J.	788		1,111.70
03/16/2019	PC	03/22/2019	27868	KUSINA, DENNIS W.	862		132.14
03/16/2019	PC	03/22/2019	27869	LIVINGSTON, BRIAN D.	866		566.31
03/16/2019	PC	03/22/2019	27870	WYMAN, MATTHEW A.	927		1,495.27
03/16/2019	PC	03/22/2019	27871	MILLER, WILLIAM S.	933		965.67
03/16/2019	PC	03/22/2019	27872	DOUGLAS, MARK	935		1,008.51
03/16/2019	PC	03/22/2019	27873	PRIOR, ERIN C.	938		889.08
03/16/2019	PC	03/22/2019	27874	CERTA, BRIAN	939		324.35
03/16/2019	PC	03/22/2019	27875	MCMULLEN, DONALD R.	1000		1,801.98
03/16/2019	PC	03/22/2019	27876	SILVA, JESSE L.A.	1001		1,854.84
03/16/2019	PC	03/22/2019	27877	WILLSON, BRENDA R.	1002		1,859.07
03/16/2019	PC	03/22/2019	27878	BEAN, PETER J.	1003		1,154.22
03/16/2019	PC	03/22/2019	27879	RILEY, REBECCA J.	1009		1,863.84
03/16/2019	PC	03/22/2019	27880	STEVENS, JEFFREY W.	1028		560.47
03/16/2019	PC	03/22/2019	27881	RILEY, CASEY W.	1052		917.97
03/16/2019	PC	03/22/2019	27882	JONES, LARRY M.	1057		764.98
03/16/2019	PC	03/22/2019	27883	FLORE, ROBERT A.	1058		718.62
03/16/2019	PC	03/22/2019	27884	MATZ, EMILY S.	1059		730.70
03/16/2019	PC	03/22/2019	27885	STEPHENS, LYON G.	1060		417.24
03/16/2019	PC	03/22/2019	27886	TRAVERS, MANUEL J.	1071		26.42
03/16/2019	PC	03/22/2019	27887	SEHL, JENNA R.	1101		482.37
03/16/2019	PC	03/22/2019	27888	RILEY, DANIEL A.	1102		524.60
03/16/2019	PC	03/22/2019	27889	WHEELER, MICHAEL W.	1103		1,519.21
03/16/2019	PC	03/22/2019	27890	PEARSALL, KRISTA M.	1105		131.76
03/16/2019	PC	03/22/2019	27891	DRAKE, WILLIAM F.	1106		1,576.44
03/16/2019	PC	03/22/2019	27892	JOHNSON, MELISSA A.	1107		861.53
03/16/2019	PC	03/22/2019	27893	AZZOPARDI, ANTHONY J.	1108		977.93
03/16/2019	PC	03/22/2019	27894	DEKORNE, ELIZABETH A.	1109		641.97
03/16/2019	PC	03/22/2019	27895	VOUSBOUKIS, AUTUMN	1110		760.35
03/16/2019	PC	03/22/2019	27896	MCCRANEY, RUSSELL R.	1111		79.28
03/16/2019	PC	03/22/2019	27897	MATHERS, AMANDA L.	1114		151.97
03/16/2019	PC	03/22/2019	27898	MATHERS, BENJAMIN H.	1115		6.42
03/16/2019	PC	03/22/2019	126334	TIMMS, ROBERT N	92		138.52
03/16/2019	PC	03/22/2019	126335	WHITLEY, ANDREW T.	522		1,736.78
03/16/2019	PC	03/22/2019	126336	MORRISON, KEVIN P.	601		1,190.99
03/16/2019	PC	03/22/2019	126337	BOSS JR, DALE E.	701		1,493.16
03/16/2019	PC	03/22/2019	126338	MATTER, DAWSON K.	786		283.68
03/16/2019	PC	03/22/2019	126339	HOLM, ARTHUR R.	791		1,151.08
03/16/2019	PC	03/22/2019	126340	GILL, DAVID R.	856		496.91
Grand Totals:			96				103,538.05

Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/16/2019	03/22/2019	126341	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	906.84
03/16/2019	03/22/2019	126342	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	148.82
03/16/2019	03/22/2019	126342	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	525.04
03/16/2019	03/22/2019	126343	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 3/16/2	90.00
03/16/2019	03/22/2019	126344	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,071.00
03/16/2019	03/22/2019	126345	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
03/16/2019	03/22/2019	126346	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	565.84
03/16/2019	03/22/2019	126347	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	464.37
03/16/2019	03/22/2019	126348	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,540.17
Grand Totals:		9				5,462.08

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Check Number	Payee	Amount
04/02/2019		
126363	a5 Branding & Design	4,500.00
126364	AIRGAS USA LLC	64.93
126365	AIS CONSTRUCTION EQUIPMENT	249.74
126366	ALTEC INDUSTRIES INC	559.08
126367	AMERICAN WASTE INC.	46.76
126368	AMERIGAS PROPANE LP	505.21
126369	ANDERSON, ELIZABETH A.	100.00
126370	ANZELL, BETH A.	50.00
126371	AT YOUR SERVICE PLUS INC	106.86
126372	AVFUEL CORPORATION	11,560.83
126373	BAKER COLLEGE OF CADILLAC	20.00
126374	BEAVER ISLAND BOAT CO	4,007.77
126375	BEAVER RESEARCH COMPANY	159.36
126376	BELL EQUIPMENT COMPANY	1,477.03
126377	BOUND TREE MEDICAL LLC	209.38
126378	BRADFORD'S	35.75
126379	BRADLEY, KELLY R.	150.00
126380	BREWER, JOHN	1,120.00
126381	CDW GOVERNMENT INC.	3,350.53
126382	CENTRAL DRUG STORE	14.47
126383	CHARLEVOIX COUNTY EQUALIZATIO	1,598.04
126384	CROSSROADS MOBILE MAINTENANC	4,060.00
126385	CRYSTAL FLASH ENERGY	828.94
126386	CUMMINS BRIDGEWAY LLC	4,868.25
126387	DeROSIA, PATRICIA E.	50.00
126388	DEYOUNG, GERI	150.00
126389	DIMARTINO, FRED	4,029.16
126390	DITCH WITCH SALES OF MICHIGAN	5,390.15
126391	DOAN, GERARD P.	50.00
126392	DORAN, JUSTIN J.	150.00
126393	DOTSON, LINDSEY J.	50.00
126394	DRAVES, MARTIN J.	150.00
126395	DRY HARBOUR MARINE/MOTOR SPO	2,764.80
126396	EATON, BRAD A.	150.00
126397	ELLIOTT, PATRICK M.	200.00
126398	ELLSWORTH FARMER'S EXCHANGE	1,719.73
126399	FARRELL, MITCHELL L.	150.00
126400	FASTENAL COMPANY	96.59
126401	FOX CHARLEVOIX FORD	76.95
126402	GBS INC.	190.38
126403	GOLDING, JOYCE M.	221.68
126404	GRAHAM ELECTRIC CO	498.00
126405	GRAINGER	118.82
126406	GREAT LAKES COCA-COLA DISTRIBU	345.60
126407	GRP ENGINEERING INC.	520.00
126408	HANKINS, SCOTT A.	50.00
126409	HART II, DELBERT W.	150.00
126410	HEYDLAUFF, MARK L.	50.00

Check Number	Payee	Amount
126411	HILLING, NICHOLAS A.	150.00
126412	HOLIDAY COMPANIES	3,557.90
126413	HYDE SERVICES LLC	159.01
126414	HYDRODYNAMICS INC.	2,153.59
126415	IDEXX DISTRIBUTION INC.	1,688.18
126416	INDEPENDENT DRAFTING SERVICES	1,406.00
126417	JONES & JONES GARAGE DOOR SVC	2,825.00
126418	JONES, ROBERT F.	150.00
126419	KLOOSTER, ALIDA K.	50.00
126420	KLOOSTER, PATRICK H.	50.00
126421	KNORR, KENT J.	50.00
126422	KSS ENTERPRISES	164.93
126423	LAKESHORE TIRE & AUTO SERVICE	43.90
126424	LAVENDER, JOSEPH E.	50.00
126425	LAVOIE, RICHARD L.	150.00
126426	LEELANAU COFFEE ROASTING CO IN	76.45
126427	LEITNER, RYAN S.	150.00
126428	LIVINGSTON, BRIAN D.	100.00
126429	MAYER, SHELLEY L.	200.00
126430	McGINN, KELLY A.	50.00
126431	MCMULLEN, DONALD R.	50.00
126432	MEIER III, CHARLES A.	150.00
126433	MERIT NETWORK INC	3,150.00
126434	MICHAEL MURPHY IV PHOTOGRAPHY	525.00
126435	MICHIGAN MUNICIPAL LEAGUE	11,069.67
126436	MILLER, WILLIAM S.	50.00
126437	MORRISON, KEVIN P.	150.00
126438	MUNSON HEALTHCARE CHARLEVOIX	628.62
126439	NEWMAN, MARK J.	150.00
126440	NORTHERN PUMP & WELL	1,200.00
126441	NORTHERN SAFETY CO INC	50.94
126442	NORTHWEST KENT MECHANICAL CO	14,623.00
126443	NW MI COG	12,916.68
126444	OVERHEAD DOOR COMPANY	294.00
126445	PARASTAR INC.	3,083.92
126446	PAUL'S METER TESTING LLC	2,253.35
126447	PERFORMANCE ENGINEERS INC	4,903.00
126448	PLUNKETT & COONEY	620.00
126449	POLLARDWATER	289.95
126450	POWER LINE SUPPLY	1,867.17
126451	PURITY CYLINDER GASES INC	72.51
126452	SAFETY BOX	5,802.00
126453	SCHWARTZFISHER, JOSEPH L.	150.00
126454	SILVA, JESSE L.A.	50.00
126455	STATE OF MICHIGAN	363.00
126456	STATE OF MICHIGAN	200.00
126457	STEVENS, BRANDON C.	150.00
126458	SUMMIT COMPANIES	701.07
126459	SWEM, DONALD L.	90.25

M = Manual Check, V = Void Check

Check Number	Payee	Amount
126460	SYSTEMS SPECIALISTS INC	6,957.00
126461	TERMINAL SUPPLY CO	51.00
126462	THORP JR, WILLIAM D.	150.00
126463	TOP LINE	1,675.94
126464	TRUCK & TRAILER SPECIALTIES	35,544.36
126465	UNIFIRST CORPORATION	523.29
126466	VILLAGE GRAPHICS INC.	260.70
126467	WHITLEY, ANDREW T.	150.00
126468	WILSON, TIMOTHY J.	150.00
126469	WORK & PLAY SHOP	195.75
126470	WURST, RANDALL W.	200.00
126471	WYMAN, MATTHEW A.	50.00
126472	ZACHARIAS, STEVEN B.	150.00
Total 04/02/2019:		181,851.92
Grand Totals:		181,851.92

Check Number	Payee	Amount
03/18/2019		
31819001	MICHIGAN PUBLIC POWER AGENCY	31,765.71
Total 03/18/2019:		31,765.71
Grand Totals:		31,765.71

Check Issue Date	Check Number	Payee	Amount
32219001			
03/22/2019	32219001	**EFTPS* Payroll Taxes	9,728.47
03/22/2019	32219001	**EFTPS* Payroll Taxes	9,728.47
03/22/2019	32219001	**EFTPS* Payroll Taxes	2,275.23
03/22/2019	32219001	**EFTPS* Payroll Taxes	2,275.23
03/22/2019	32219001	**EFTPS* Payroll Taxes	12,423.35
Total 32219001:			
	5		36,430.75
32219002			
03/22/2019	32219002	Alerus Financial	300.00
Total 32219002:			
	1		300.00
32219003			
03/22/2019	32219003	STATE OF MICHIGAN	5,510.93
Total 32219003:			
	1		5,510.93
32219004			
03/22/2019	32219004	Vantagepoint - 401 Plan 109153	802.64
Total 32219004:			
	1		802.64
32219005			
03/22/2019	32219005	Vantagepoint - 457 Plan 300959	4,997.92
03/22/2019	32219005	Vantagepoint - 457 Plan 300959	2,161.24
03/22/2019	32219005	Vantagepoint - 457 Plan 300959	3,852.61
03/22/2019	32219005	Vantagepoint - 457 Plan 300959	7,436.12
Total 32219005:			
	4		18,447.89
32219006			
03/22/2019	32219006	Vantagepoint - Roth IRA 706117	955.76
Total 32219006:			
	1		955.76
Grand Totals:			
	13		62,447.97

dm

Check Number	Payee	Amount
03/22/2019		
32219007	MERS	45,613.02
Total 03/22/2019:		45,613.02
Grand Totals:		45,613.02

Check Number	Payee	Amount
03/25/2019		
32519001	MICHIGAN PUBLIC POWER AGENCY	25,400.69
32519002	MICHIGAN PUBLIC POWER AGENCY	203,196.87
Total 03/25/2019:		228,597.56
Grand Totals:		228,597.56

CHARLEVOIX CITY COUNCIL

Consent Agenda

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

DATE: April 1, 2019

BACKGROUND:

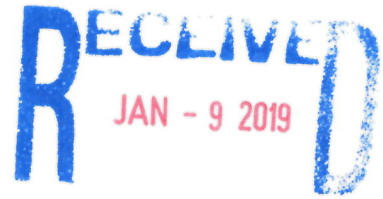
Residents of the City of Charlevoix have been entertained by the Charlevoix City Band for generations. The Charlevoix City Band performs in East Park on Tuesday evenings during the summer and uses the City's contribution to help defray the costs of providing these musical programs. The 2019-20 budget has \$5,000 allocated for the Charlevoix City Band.

RECOMMENDATION:

Motion to approve the 2019 contract with the City Band for \$5,000 and authorize the Mayor to sign the agreement.

ATTACHMENTS:

- ▣ Letter
- ▣ Contract



To the City of Charlevoix,

The Charlevoix City Band has been a fixture in our community for over a century, providing summer musical entertainment for generations of tourists and year-round residents. There have been many moments after our Tuesday night concerts where audience members tell us they haven't been back in fifteen or twenty years, but were happy to see the band still playing downtown. Just as often, we have audience members who haven't missed a concert for fifteen or twenty years. The City Band is a piece of Americana, celebrating community band culture, as well as our Charlevoix community through high-quality musical performances.

The City Band builds community within the ensemble. It brings professional musicians, high school students, and hobbyist musicians together under a mutual love of performing. The group is comprised of northern Michiganders, downstaters, snowbirds, and vacationers. We have blue collar workers, white collar workers, and retired individuals, ranging in age from 15 year-old high school student interns to 90 year-old tuba players. Grandsons get to play next to grandparents, students get to play with their old teachers, and members of Charlevoix High School from decades past can continue to make music alongside each other.

Our organization has annual expenses. Equipment occasionally needs repair and maintenance. Pieces of music need parts replaced over time, and new music is purchased each year to provide variety for our musicians and their audiences. Directors and librarians are modestly compensated for their time organizing, rehearsing, and conducting the group.

While we occasionally receive a gift from an appreciative community member, the Charlevoix City Band requires a more consistent form of funding to ensure our continued operation. We are very grateful for our current support from the City of Charlevoix, and humbly request a renewal of five thousand dollars for the 2019 summer concert season.

Respectfully Submitted,

Tom Harder
Conductor

Evelyn Wujcik
President

Ron Winchester
Vice President

Charlevoix City Band

CONTRACT

THIS CONTRACT is effective on the _____ day of _____, 2019 between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, Charlevoix, Michigan 49720 (City) and the Charlevoix City Band, a Michigan nonprofit corporation, whose address is 06685 M-66, Lot #108, Charlevoix, Michigan 49720.

Recitals

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

Agreement

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

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

CITY OF CHARLEVOIX

Date

By: _____
Luther Kurtz, Mayor

CHARLEVOIX CITY BAND

Date

By: _____
Evelyn Wujcik, President

Date

By: _____
Ron Winchester, Vice-President

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: WWTP Hach Three-Year Service Plan for \$10,828

DATE: April 1, 2019

BACKGROUND:

The WWTP utilizes Hach brand sensors for plant operation and several pieces of Hach equipment in the laboratory. It is vital to have this equipment calibrated by a Hach service technician yearly to ensure proper equipment operation and to have certificates of performance on-hand. They are offering a service partnership for 3 years that covers all yearly preventative maintenance parts and labor for our facility. This service plan would be paid upfront and also covers future repairs of our Hach equipment throughout the service plan term. Payment would come out of the WWTP Contractual Services budget.

RECOMMENDATION:

Motion to approve a three year service agreement for the Waste Water Treatment Plant with Hach totaling \$10,828.

ATTACHMENTS:

- ▣ Service Agreement



Quotation

Quote Number: 100425888v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 02/25/19

Quote Expiration: 04/26/19

City Of Charlevoix DW

Name: SHELLEY MAYER
Phone: 231-547-3256
Email: shelley@charlevoixmi.gov

Sales Contact: Mike Johnson Email: michael.johnson@hach.com Phone: 800-227-4224 X6021

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	FSPSC200	SC200 - Field Service SC200 Includes: All parts, labor and travel for on-site repairs, 1 On-site calibrations/schedule maintenance visits/year + yearly repair coverage. (SN - 150459004762, 150459004763, 150459004764, 150459004765, 150459004766, 15045904767, 150459004768, 1412C0105359, 1412C0122864)	27	249.00	6,723.00
2	BSPPLUSDR3900	The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. (SN - 1521183)	3	898.00	2,694.00
3	BSPPLUSDRB200	Bench Service Plus Partnership includes one on-site temperature verification per year and full coverage for repairs at the Hach Service Center. (SN - 1310C0470)	3	399.00	1,197.00
4	ADMIN HANDLING MNTH	YEAR 2 - Locked in 2% increase	1	71.00	71.00
5	ADMIN_HANDLING_MYA	YEAR 3 - Locked in 2% increase	1	143.00	143.00
6	SPP EVAL	Instruments out of factory warranty that are being added to a Service Agreement, must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges.	1	0.00	0.00
				Grand Total	\$ 10,828.00

NOTES

Our service partnerships are paid upfront and run 1-3 years with the option to renew. It covers all necessary yearly PM parts, our technicians time, a certificate of performance + future repair coverage throughout the term of the service plan (outside of abuse and/or god/nature) after an initial evaluation is complete as the partnership would not cover any upfront repairs for instrument out of their factory warranty.

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly

and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Mike Johnson
Title: Service Contract/Partnerships Specialist
Phone: 800-227-4224 X6021
Email: michael.johnson@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30

DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from

improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **WIRE TRANSFERS:** Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado

and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

* * *

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Bridge Lighting Plaque

DATE: April 1, 2019

PRESENTED BY: Leilani Durbin, Silver Linings Charlevoix

BACKGROUND:

As you know, Silver Linings Charlevoix is moving forward on their work to light our bridge. They would like to install a donor plaque to recognize the generous individuals and groups who have helped make this idea a reality. Their plan, as noted in the attached picture, would be to locate it perpendicular to the channel in Bridge Park to the east of the Bridge Tender's building.

RECOMMENDATION:

Motion to authorize a donor plaque for the bridge lighting project in Bridge Park as described.

ATTACHMENTS:

- ▣ Picture for potential donor plaque



CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Rates and Fees - Permit Parking

DATE: April 1, 2019

PRESENTED BY: Mark L. Heydlauff, City Manager; Deputy Police Chief Scott Hankins

BACKGROUND:

At the March 18, 2019 Council Meeting, downtown permit parking was discussed. Per Resolution 2019-04-01, the following annual downtown permit parking rates will be added to the City of Charlevoix Schedule of Rates, Fees & Charges Report:

Annual Downtown Permit Parking:

- | | |
|------------------------------|------------|
| a. Reserved Permit Parking | \$1,000.00 |
| b. Unreserved Permit Parking | \$ 500.00 |

The attached document and map spells out where these two kinds of permits would be sold and the terms for them. Council may also specify how other kinds of spaces should be treated, how we may consider overnight parking, and related questions. Our work session on April 3 may give us more insight on how quickly we might purchase meters; there was discussion on March 18 about metering the remaining spots in the Acacia lot.

Deputy Chief Hankins can discuss the enforcement practices of the Police Department. This is a good chance for Council and the department to discuss the direction for downtown parking rules more generally.

RECOMMENDATION:

Motion to approve resolution 2019-04-01 as presented.

Motion to approve the 2019 Permit Parking Rules and authorize the sale of permits as presented.

ATTACHMENTS:

- ▣ Resolution 2019-04-01
- ▣ Schedule of Rates, Fees & Charges 04-01-19
- ▣ Draft 2019 Parking Plan and Map

CITY OF CHARLEVOIX
RESOLUTION NO. 2019-04-01
AMENDED RATES, FEES & CHARGES ASSOCIATED WITH THE FISCAL BUDGET

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

WHEREAS, the City of Charlevoix defines these amounts in the *Schedule of Rates, Fees & Charges*; and

WHEREAS, the Charlevoix City Council wishes to incorporate in one Resolution all amendments to fees, rates and charges under the purview of the City Police Chief.

NOW THEREFORE BE IT RESOLVED that the Charlevoix City Council hereby establishes the following amendments to the *Schedule of Rates, Fees & Charges*, effective April 1, 2019:

Annual Downtown Permit Parking:

a. Reserved Permit Parking	\$1,000.00
b. Unreserved Permit Parking	\$ 500.00

RESOLVED, this 1st day of April, 2019 A.D.

Resolution adopted by the following yea and nay votes:

Yeas:

Nays:



**CITY OF
CHARLEVOIX**

Schedule of Rates, Fees & Charges

Unless otherwise noted, all of the following rates, fees, and charges are currently effective.

Airport

Aircraft Landing & Ramp Fees

- *Landing fee waived for one day with a qualifying minimum purchase of fuel.*
- *Annual landing pass covers all landing fees for one year.*
- *Landing fees are waived for aircraft that land as a result of an in-flight emergency, doing touch-and-goes, are based at Charlevoix Airport, or are owned by the military, state or federal government. Medical flights are not exempt from landing fees.*

		Min. Fuel Purchase
Single Engine		
Landing Fee	\$0.00	N/A
Ramp Fee (overnight)	8.00	
Monthly Ramp Fee	60.00	
Piston Twin		
Landing Fee	20.00	30 gallons
Ramp Fee (overnight)	15.00	
Monthly Ramp Fee	150.00	
Annual Landing Pass	450.00	
Single Turbo Prop (including Meridan, TBM & Eclipse Jet)		
Landing Fee	50.00	50 gallons
Ramp Fee (overnight)	30.00	
Monthly Ramp Fee	300.00	
Annual Pass	500.00	
Twin Turbo Prop (including Pilatus & Caravan singles)		
Landing Fee	75.00	100 gallons
Ramp Fee (overnight)	50.00	
Monthly Ramp Fee	400.00	
Annual Pass	700.00	
Type I Jet (up to 20,000 lbs)		
Landing Fee	\$105.00	100 gallons
Ramp Fee (overnight)	55.00	
Monthly Ramp Fee	400.00	
Yearly Landing Fee Pass	900.00	

Type II Jet (20,000 - 40,000 lbs)

Landing Fee	145.00	225 gallons
Ramp Fee (overnight)	70.00	
Monthly Ramp Fee	500.00	
Annual Landing Fee	1,200.00	

Type III Jet (over 40,000 lbs)

Landing Fee	175.00	275 gallons
Ramp Fee (overnight)	95.00	
Monthly Ramp Fee	700.00	
Annual Pass	1,500.00	

Hangar and Access Rates

Hangar Rental Rates* (per month)

Units 1, 2, 3, 8, 9 & 10	164.00
Units 4, 5 & 7	169.13
Unit 6	225.50
Box B	240.88
Box C	430.50
Box D	189.63

* Rates are not effective until current leases expire.

Land Lease Rates (per month, per square foot) \$0.30

Access Rate for Through-the-Fence Operations (per square foot) 0.35

Fuel Rates and Ground Services

100LL Contract Fuel into Plane Fee (per gallon)	0.35
After Hours Call Out Fee (1st hour)	150.00
Additional Hours	100.00
Ground Power Unit (GPU) Connection (1 hour maximum)	85.00
Ground Handling Fee	30.00
Lav Cart Fee	85.00

Vehicle Parking Fees

Daily	No Charge
Overnight	5.00
Weekly	20.00

Monthly	60.00
6 Months	100.00
6 Months - Premium	200.00
Annual	175.00
Annual - Premium	365.00
<u>Commercial Operations</u>	
On-Airport Rental Car Service (per year)	Set by contract
Aircraft Servicing, Maintaining & Repairing (per year)	2,000.00
Catering Service	2,000.00
Part 135 Operator (per year)	2,000.00
Parachuting & Jump Schools (per year)	2,000.00

Ambulance Fees

ALS Emergency	\$ 810.00
ALS II Emergency	1,300.00
ALS Non-Emergency	675.00
BLS Emergency	675.00
BLS Non-Emergency	675.00
LALS Emergency	810.00
Mileage	16.75
Oxygen	50.00
Lift Assist	225.00
BLS Transfer	675.00
ALS Transfer	810.00
Treatment/NO Transport	485.00

Cemetery

<u>Service/Charge</u>	<u>Resident</u>	<u>Non-resident</u>
Adult Lots	\$410.00	\$615.00
Baby Lots	205.00	307.50
Adult Opening	307.50	465.00
Baby Opening	153.75	235.00
Winter Opening	615.00	922.50
Adult Exhumation	615.00	922.50

Cremation Opening	180.00	282.00
Cremation Exhumation	205.00	307.50
Winter Storage: City Cemetery	102.00	102.00
Winter Storage: Other Cemetery	155.00	155.00
Monument Foundation: Single or Double (price per square inch)	0.25	0.25
Replacement Deed	15.00	15.00
Deed Transfers: One to Four (1-4) (price each)	25.00	25.00
Deed Transfers: More than Four (4+)	At Cost	At Cost
Perpetual Care	180.00	280.00
Seeding / Topseeding / Leveling	Cost	Cost
Full Setup	102.50	102.50
Partial Setup	51.00	51.00
Saturday / Sunday / Holiday	Double	Double

Charlevoix Municipal Marina

Transient Boater Daily Fee	DNR Tier E
Transient Boater Discount - Open to May 31 and Labor Day to Close – Rent one day get one day Free	
Daily Dingy Fee	\$10.00
Seasonal Slips	DNR Tier C for 156 days
Seasonal Dingy (individual)	\$525.00
Seasonal Dingy (commercial)	650.00
Burns Street Dock	43.00 per foot

Parking Fees & Fines

Unless otherwise noted, “resident” means a resident of the City of Charlevoix. Resident: Must meet one of the following criteria: 1) Taxpayer in the City of Charlevoix (including business or personal property), 2) Renter in the City of Charlevoix and registered to vote in the City of Charlevoix or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18. A senior citizen must be 55 or over.

<u>Violations</u>	<u>Fine</u>
Non-metered parking violation (paid within 72 hours)	\$15.00
Non-metered parking violation (paid beyond 72 hours)	30.00
Metered parking violation (paid within 24 hours)	10.00
Metered parking violation (paid after 24 hours)	30.00

Annual Downtown Permit Parking

Reserved Permit Parking	\$1,000.00	
Unreserved Permit Parking	\$ 500.00	
<u>Boat Launch Parking</u>	<u>Resident</u>	<u>Non-Resident</u>
Seasonal	\$20.00	40.00
Daily Car and/or Car with Trailer	5.00	8.00
Commercial*	1,200	1,500
10-punch (any commercial, limit one)*	500.00	750.00

*Resident commercial rate for business with a City of Charlevoix tax bill in the name of the business.

Planning & Zoning

Level A Site Plan Review	\$135.00
Level B Site Plan Review	275.00 +actual expenses
Rezoning Application	325.00+actual expenses
Variance - Zoning Board of Appeals	350.00 +actual expenses
Zoning Permit	45.00
Zoning Appeals	300.00 +actual expenses
Special Use Permit	300.00 +actual expenses
Parcel Division	125.00
Sign Permit (per sign)	30.00
Sign Variance	300.00
Alley Abandonment	1000.00+actual expenses
Sidewalk Café (Annual Fee)	50.00
Outdoor Dining Fee	50.00

*Additional actual expenses shall not exceed \$500 except where permitted by ordinance.

Freedom of Information Act (FOIA) Requests

Copies (per page)	\$0.10
Blueprints (each)	Minimum \$3 or Cost
CDs (each)	3.00
Flash Drives (each)	Actual Cost
Postage	Actual Cost
Cost of labor to locate, examine, redact, copy and/or transfer records (Cost is calculated by rounding down to the nearest quarter hour)	Hourly Wage plus 50% fringe benefit Factor of the least paid employee capable of performing the work

Recreation

Unless otherwise noted, “resident” means a resident of the City of Charlevoix. Resident: Must meet one of the following criteria: 1) Taxpayer in the City of Charlevoix (including business or personal property), 2) Renter in the City of Charlevoix and registered to vote in the City of Charlevoix or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18. A senior citizen must be 55 or over.

<u>Pavilion Reservation</u>	<u>Resident</u>	<u>Non-Resident</u>
Picnic Pavilion Rental - Weekday	\$30.00	\$55.00
Picnic Pavilion Rental - Weekend or Holiday	50.00	80.00
Picnic Pavilion Rental - Non-Profit	No charge	No Charge
Performance Pavilion Rental (case by case)	50.00	100.00
Use of Public Property (case by case basis) (must be approved)	200.00	750.00
Wedding on Public Property (must be approved)	200.00	750.00

Sports Fees

Team Fees (Basketball, Volleyball, Softball) (per team)	150.00	150.00
Youth Sport (per person)	25.00	25.00

Skate Park (Carpenter Avenue)

Daily Pass	3.00	5.00
Seven Day Punch Card	15.00	20.00
Summer Pass	30.00	40.00

Mt. McSauba

For all activities at Mt. McSauba, Charlevoix Township residents will be given the same rate as City residents. A “resident” must be one of the following criteria: 1) Taxpayer in the City of Charlevoix or Charlevoix Township (including business or residential property), 2) Renter in the City of Charlevoix or Charlevoix Township and registered to vote in the City of Charlevoix or Charlevoix Township or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18.

<u>Day Camp</u>	<u>Resident</u>	<u>Non-Resident</u>
Mt. McSauba Day Camp (per person per week)	100.00	120.00
Camp CHILL (Before/After Camp)	25.00	25.00
<u>Mt. McSauba Ski Hill</u>		
Weeknight Daily	\$10.00	\$15.00
Weekend Daily	13.00	18.00
Season Pass: 1 Person	135.00	215.00

Each Additional Family Member	70.00	80.00
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Equipment Rental

Downhill Skis or Snowboard	10.00	12.00
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Cross Country Skis or Snowshoes (8 hour rental)	5.00	8.00
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Cross Country Skis or Snowshoes (24 hour rental)	10.00	12.00
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Lessons

Group Ski or Snowboard Lessons (per person)	45.00	50.00
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Group Ski or Snowboard Lessons with Rental (per person)	55.00	60.00
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Individual Ski or Snowboard Lessons with Rental (1/2 hour)	25.00	30.00
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Individual Ski or Snowboard Lessons with Rental (1 hour)	35.00	40.00
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Skating Rink

Daily Fee	2.00	2.00
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Season Pass	30.00	30.00
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Ice Skate Rental	1.00	1.00
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Mt. McSaubia Area Rental Fee

Initial Rate (Two hours)	155.00	260.00
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Additional rate per hour	110.00	110.00
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Supervisor fee per hour (Required)	28.00	28.00
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Charlevoix Golf Club

Daily Rates

9 Holes	\$15.00
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18 Holes	25.00
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9 Hole Youth (With "Youth on Course Membership")	5.00
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The Recreation Director is authorized to offer sales, specials, and other inducements to account for seasonality and market competitiveness beyond the rates set above.

5-play punch card (Before Memorial Day)	50.00
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5-play punch card (After Memorial Day)	60.00
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Pull Cart Rental	3.00
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Upper Locker Rental	35.00
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Lower Locker Rental	45.00
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<u>Season Pass</u>	<u>Resident</u>	<u>Non-Resident</u>
Single	336.00	488.00
Family	520.00	657.00
Student	185.00	200.00
Senior Citizen - Single	268.00	420.00
Senior Citizen - Double	405.00	562.00

Utility Rates

Water Rates

<u>Service Charge - Meter Size</u>	<u>City</u>	<u>Non-City</u>
3/4 " or Smaller	\$26.90	\$53.80
1"	35.00	70.00
1 1/2"	55.00	110.00
2"	78.00	156.00
3"	130.00	260.00
4"	250.00	500.00
6"	465.00	930.00
Sprinkling Meter	5.00	9.50
<u>Commodity Charge</u>		
1st 2,000 Gallons	4.00	8.00
3rd-50th 1,000 Gallons	4.00	8.00
51st 1,000 Gallons and Over	4.00	8.00
Water Usage Minimum (Gallons)	2,000 gal.	2,000 gal.
Water Minimum Charge	26.90	53.80
<u>Privilege Fees</u>		
New User Cost per REU, Prepaid	1,000.00	1,500.00
Turn On Fee - Water	175.00	300.00
Turn On / Off Fee - Water (Seasonal)	35.00	45.00
Turn On Fee - Sprinkler	35.00	45.00
<u>Water Tap Fees</u>		
3/4" Line	\$250.00	
1" Line	320.00	
Larger Than 1" Line	At cost	

Other Fees

Service Upgrade* 1,500.00

*Remove old galvanized pipe from Main to Curb if owner has copper or PVC otherwise additional charges may be warranted.

Bacteriological Tests 20.00 / sample

Sewer Rates

Service Charge – (Based on Water Meter Size)

3/4 " or Smaller	\$38.00	\$57.00
1"	54.00	81.00
1 1/2"	88.00	132.00
2"	128.00	192.00
3"	242.00	363.00
4"	410.00	615.00
6"	N/A	620.00

Commodity Charge

Commodity Rate per 1,000 Gallons 6.25 9.38

Sewer Minimum Charge 50.50 75.76

Privilege Fees

New User Cost per REU, Prepaid 2,000.00 3,000.00

Turn On Fee - Water & Sewer 500.00 750.00

Electric Rates

	Rate / kWh	Charge	PCA*
Residential - In City	\$0.0774	\$8.75	\$0.02139
Residential - In Senior	0.0703	8.75	0.02139
Residential - Rural	0.0884	10.00	0.02139
Residential - Rural Senior	0.0869	10.00	0.02139
Commercial - In City (GS-C)	0.0892	21.50	0.02139
Commercial - Out (GS-R)	0.0973	21.50	0.02139
Commercial – Demand	0.0482	62.00	0.02139
Industrial & Charity Demand	0.0383	294.50	0.02139
Demand KW	10.90 / KW		

* PCA changes twice a year (in April & October) (PCA = Power Cost Adjustment)

Renewable Credits

These credits are available for approved renewable generation:	Credit Rate/kWH
Solar	\$0.0844
Wind	0.0504

Services

Disconnect / Reconnect - Regular	No charge
Disconnect / Reconnect - After Hours	150.00
Disconnect / Reconnect - Regular (Without 24 Hour Notice)	50.00
Disconnect / Reconnect - Seasonal**	115.00
Disconnect / Reconnect - Seasonal After Hours**	167.00
** Disconnected from the system for longer than one billing cycle	
Reconnect - Non Payment	30.00
Reconnect - Non Payment (After Hours)	150.00
Trenching for All Underground Residential Services 200 amps & Under	3.00 Per Foot
Meter Test	25.00
Additional meter test at the same location	5.00

Security Lights

	City	Non-City
70 Watt	5.28	5.60
100 Watt	6.60	7.08
150 Watt	8.92	9.23
250 Watt	14.11	15.24
400 Watt	20.79	22.60
105 Watt LED (400 W equivalent)	9.70	10.23
1000 Watt	47.37	51.90

Miscellaneous Fees

Tax Abatement Application Fee (IFT, CFEC, etc)	\$200.00
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Temporary / Seasonal Business Fees

Solicitor's License	\$50.00/day; \$100/week; \$150/month
Roadside Stand / Temporary Business (per season)	100.00
Transient Merchant (per season)	\$200.00

NSF Fees

NSF / Returned Check Charge (per occurrence)	\$45.00
ACH NSF Charge (per occurrence)	35.00
Police Bad Check Processing Fee (per request)	45.00

Public Safety Fees

Mass Gathering Permit	100.00
Public safety services for events (applies to for-profit organizations only)	1,000.00
Standby for Fireworks (Equipment & Personnel) (per hour)	500.00
Police Escort Fee (per occurrence)	100.00
Liquor License (Standard license)	100.00
Redevelopment Liquor License	200.00
Trash License (annual fee)	10.00

Copy/Fax/Report Charges

General Copies (per copy)	0.25
Accident Report (per report)	2.00
Garden Plots (per plot)	35.00
Notary Service	5.00

Farmers Market Spaces

10' Space per Season	\$300.00
20' Space per Season	600.00
10' Space – Daily Fee	30.00

2019 Downtown Permit and Reserved Parking Space Plan

Permits will be sold beginning at 9am (EDT) on April 15, 2019 in person at the Charlevoix Police Department. No permits will be sold after 5pm on April 30, 2019. Permits will be sold on a first come, first available basis. Permit spaces will be assigned and marked by May 15, 2019 and will remain in effect until October 31, 2019.

Permitted, reserved Spaces

Acacia Lot (10 spaces)

Up to 10 spaces to be sold for \$1,000 each allowing the permit holder to park a standard vehicle in the reserved space only without limitation except in extra-ordinary circumstances like construction or other unforeseen events. Refunds will not be offered in whole or in part once a permit is purchased.

DeWitt Lot (3 spaces)

Up to 3 spaces to be sold for \$1,000 each allowing the permit holder to park a standard vehicle in the reserved space only without limitation except in extra-ordinary circumstances like construction or other unforeseen events. Refunds will not be offered in whole or in part once a permit is purchased.

E. Antrim Street (2 spaces)

Up to 2 spaces to be sold for \$1,000 each allowing the permit holder to park a standard vehicle in the reserved space only without limitation except in extra-ordinary circumstances like construction or other unforeseen events. Refunds will not be offered in whole or in part once a permit is purchased.

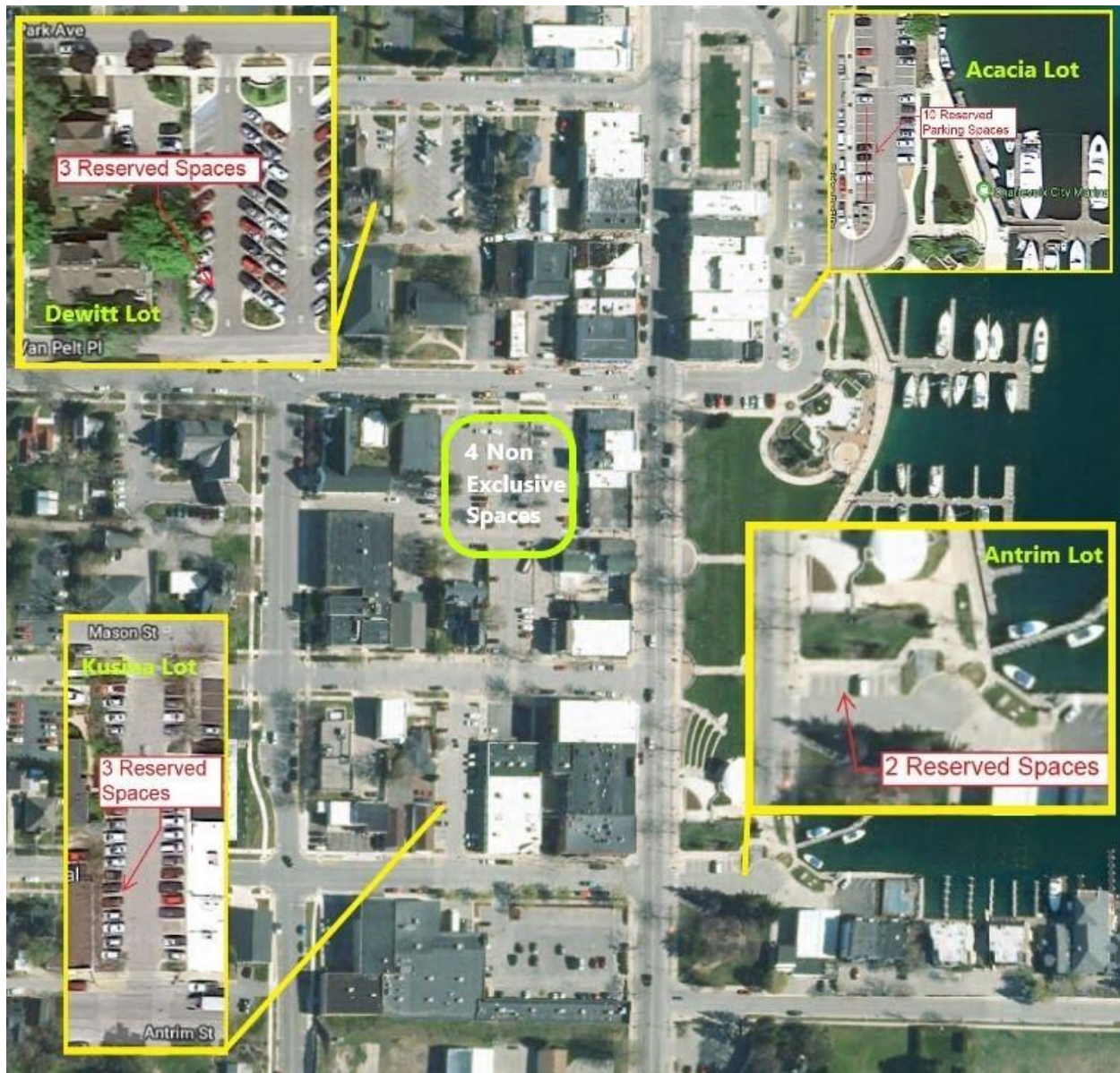
Kusina Lot off Antrim Street (3 spaces)

Up to 3 spaces to be sold for \$1,000 each allowing the permit holder to park a standard vehicle in the reserved space only without limitation except in extra-ordinary circumstances like construction or other unforeseen events. Refunds will not be offered in whole or in part once a permit is purchased.

Permitted, unreserved Spaces

Central Lot (up to 4 spaces and 8 permits)

Up to 8 permits will be sold for \$500 each for parking in permit spaces though the permit holder does not have an exclusive use of the space. Shared spaces will be allocated at a ratio of one space for every two permits sold. If an odd number of permits is sold, we will round up to the next whole space. (7 permits would yield 4 spaces, for example). Parking in these spaces is reserved for any Central Lot permit holder only from 7am-4pm Monday through Friday. The permit is not valid for weekday holidays, overnight parking, or during Venetian Festival and other special events when the parking lot may be closed. Permit holders may not park in the space from 2am-6am. Refunds will not be offered in whole or in part once a permit is purchased.



CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: TEDF Grant Application Approval- May Street Repaving

DATE: April 1, 2019

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The Transportation Economic Development Fund (TEDF) has created a grant opportunity for communities with a population of 10,000 or less. This grant, in general, is for road improvements or preventative maintenance. The grant is a matching grant on a one to one basis with a maximum amount of \$250,000.

The City of Charlevoix is applying for this grant to complete a crush and shape project on May St. from Stover Rd. to East Garfield. This type of project is the same as what we completed on a number of roads two years ago. Basically the existing asphalt is ground/pulverized, graded out, compacted and new asphalt is laid on top of that new base. We have also determined that the utilities under this road are in good shape and should not need any upgrades for many years. The total estimated cost for this project is \$233,000 (\$116,500 to be paid by the City and \$116,500 paid by the grant amount).

RECOMMENDATION:

Motion to approve Resolution 2019-04-02 for the TEDF Grant Application for \$116,500, authorize the City Manager to sign all documents, and commit \$116,500 from the Infrastructure and Major Street Funds toward the local match.

ATTACHMENTS:

- ▣ Resolution

**CITY OF CHARLEVOIX
RESOLUTION NO. 2019-04-02**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR RESURFACING OF MAY STREET FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM.

WHEREAS, the City of Charlevoix is applying for \$116,500.00 in funding through MDOT from the Transportation Economic Development Category B Program to resurface May Street; and

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix has authorized Mark L. Heydlauff, City Manager, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award; and

BE IT FURTHER RESOLVED THAT, that the City of Charlevoix attests to the existence of, and commits to, providing at least \$116,500.00 toward the construction costs of the project(s), and all costs for design , permit fees, administration costs, and cost overruns; and

BE IT FURTHER RESOLVED THAT, that the City of Charlevoix commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

RESOLVED this 1st day of April, 2019 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Water Treatment Plant Filter Rehab Phase II

DATE: April 1, 2019

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The Water Treatment Plant in December finished Phase I of the Filter Rehabilitation with great success. We are now able to move forward safely and isolate each filter cell and start Phase II, which will consist of replacing filter media, painting the cell walls and inspection of the underdrain system. The completion of this project is also a recommendation from the Michigan Department of Environmental Quality.

The proposal with Prein & Newhof is in keeping with our master agreement with them for pricing of design and engineering services.

RECOMMENDATION:

Motion to approve the design and engineering services from Prein & Newhof for a total of \$15,900 and authorize the City Manager to sign all necessary documents.

ATTACHMENTS:

- ▣ Prein&Newhof Design Engineering Services Letter

March 19, 2019

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

RE: Water Treatment Plant
Filter Rehabilitation Phase II
Design Engineering Services

Dear Mr. Heydlauff:

We appreciate the opportunity to submit this proposal to assist the water treatment plant with filter rehabilitation activities. Below is a brief summary of work completed in Phase I and the proposed scope of work for Phase II.

Background

A Filter and Flocculator Evaluation study was completed in 2016 and recommended rehabilitation of the filters. Work was broken into two phases with the first phase including the replacement of eight filter isolation valves which did not seal properly. Phase I of the Filter Rehabilitation project was completed in December 2018. The four filters can now be reliably isolated, which was a prerequisite for the work in Phase II. Phase II of the Filter Rehabilitation project will include removal of filter media, inspection of the existing underdrain, recoating of the filter box concrete, and replacement of the filter media.

Scope of Work

We anticipate providing the following professional services:

- Review existing construction plans of the existing filters
- Conduct lead-based paint sampling and testing of existing coating system
- Consult with original filter plant vendor to estimate allowance for underdrain repair
- Prepare technical specifications and drawings for:
 - Removal of filter media
 - Select replacement of underdrain nozzles
 - Inspection of existing precast underdrain slabs
 - Surface preparation and coatings of the filter walls
 - Replacement of filter media
 - Disinfection procedures
 - Sequencing/coordination with WTP operation
- Prepare an Act 399 permit application for Water Supply Systems.

Mr. Mark Heydlauff

March 19, 2019

Page 2

Please note that this work scope assumes the existing filter underdrains are useable with nozzle replacement only. An allowance will be included in the contract documents in the event that substantial repairs are required. Additional design effort during construction may be necessary if actual conditions are found to differ from record documents or they filter components have degraded more than would be expected.

Construction engineering services are not included in the current scope of services.

Fee Structure

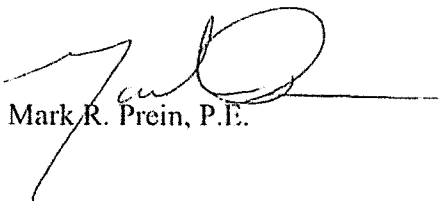
We propose to perform the scope of work on a time and materials basis for a not-to-exceed total of \$15,900, in accordance with the master services agreement. Should additional services be requested by you or water plant representatives, we would contact you and obtain your authorization prior to performing such services.

Schedule

We plan to submit the Act 399 permit application this spring. The work will be scheduled to commence in October 2019. Thank you for allowing us the opportunity to present this proposal to you. Feel free to contact us with any additional thoughts or questions.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

Cc: Ms. Shelley Mayer

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Mayoral Appointments

DATE: April 1, 2019

PRESENTED BY: Joyce M. Golding, City Clerk

BACKGROUND:

The Planning Commission has three vacancies. This is a Mayoral appointment with Council approval, term expiring April 2022. Current member Sherm Chamberlain requested reappointment and we received one other application.

The DDA has three vacancies. This is a Mayoral appointment with Council approval, term expiring April 2023. Current member Paul Silva requested reappointment and we received no other applications.

RECOMMENDATION:

Motion to appoint/reappoint *name* to the Planning Commission, term expiring April 2022.

Motion to appoint/reappoint *name* to the Planning Commission, term expiring April 2022.

Motion to appoint/reappoint *name* to the DDA, term expiring April 2023.

ATTACHMENTS:

- ▣ Applications



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.

☐ BOARD OF REVIEW	☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE COMMISSION
☐ COMPENSATION COMMISSION	☐ HOUSING COMMISSION	☐ ZONING BOARD OF APPEALS
☐ DDA/MAIN STREET BOARD	☒ PLANNING COMMISSION	☐ OTHER _____
	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE

PLEASE PRINT

NAME: SHERMAN A. CHAMBERLAIN, JR
ADDRESS: 210 EAST LINCOLN STREET, CHARLEVOIX, MI 49720
HOME PHONE: (231) 547-7046 CELL PHONE: (231) 459-8031
EMAIL: sherm@fea.surveying.com
ARE YOU A REGISTERED VOTER IN THE CITY? YES HOW LONG HAVE YOU LIVED IN THE CITY? 25 YEARS
HAVE YOU EVER BEEN CONVICTED FOR ANYTHING OTHER THAN A MINOR TRAFFIC VIOLATION? NO

EDUCATIONAL BACKGROUND: BSBA FROM MICHIGAN TECHNOLOGICAL UNIVERSITY, HOUGHTON, MI

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: LICENSED PROFESSIONAL SURVEYOR SINCE 1978,
BUSINESS OWNER (FERGUSON + CHAMBERLAIN ASSOCIATES) FROM 1985 TO 2016
TREASURER FOR THE IRONTON CONGREGATIONAL CHURCH (2010 TO PRESENT)

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: NUMEROUS GOVERNMENTAL BOARDS (SEE BELOW), CHARLEVOIX
CHAMBER OF COMMERCE, CHARLEVOIX COMMUNITY POOL BOARD, CHARLEVOIX COUNTY RE-MONUMENTATION
PROGRAM

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:
MARION TWP. PLANNING + ZONING BOARD, MARION TWP. ZBA, (1986-1994), CITY OF CHARLEVOIX
PLANNING COMMISSION (1996-2000), CHARLEVOIX CITY COUNCIL (2000-2005)

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: TO COME UP WITH SPECIFIC PLANS AND VISION FOR THE FUTURE
GROWTH OF CHARLEVOIX.

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? _____

SIGNATURE: *Sherman A. Chamberlain Jr* DATE: 3-06-2019

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 - 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.

☐ BOARD OF REVIEW	☐ HISTORIC DISTRICT COMMISSION	☐ SHADE TREE COMMISSION
☐ COMPENSATION COMMISSION	☐ HOUSING COMMISSION	☐ ZONING BOARD OF APPEALS
☐ DDA/MAIN STREET BOARD	☒ PLANNING COMMISSION	☐ OTHER _____
	☐ RECREATION ADVISORY COMMITTEE	☐ NO PREFERENCE

PLEASE PRINT

NAME: DAVID J. GRAY
ADDRESS: 512 BELVEDERE AVENUE
HOME PHONE: 231-547-2511 CELL PHONE: 231-675-8066
EMAIL: gm@belvedereclub.net
ARE YOU A REGISTERED VOTER IN THE CITY? YES HOW LONG HAVE YOU LIVED IN THE CITY? 6.5 yrs
HAVE YOU EVER BEEN CONVICTED FOR ANYTHING OTHER THAN A MINOR TRAFFIC VIOLATION? No

EDUCATIONAL BACKGROUND: BA - HOTEL RESTAURANT MANAGEMENT
SIENA HEIGHTS COLLEGE

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: GENERAL MANAGER - BELVEDERE CLUB
AND BELVEDERE GOLF CLUB (6.5 YEARS)
GENERAL MANAGER - MONAGE GOLF & COUNTRY CLUB (21 YEARS)

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: 2015-17 CHARLEVOIX CHAMBER BOARD MEMBER
CHARLEVOIX ROTARY MEMBER 2013-PRESENT

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:
LIAISON TO BOTH BOARDS AND ALL COMMITTEES AT BELVEDERE CLUB,
BELVEDERE GOLF CLUB AND MONAGE GOLF & CC. ALSO CHAMBER BOARD.

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: TO BECOME INCREASINGLY INVOLVED IN
CITY OF CHARLEVOIX.

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? _____

SIGNATURE: [Signature] DATE: 3/19/19

RETURN APPLICATION TO THE CITY CLERK'S OFFICE: 210 STATE STREET CHARLEVOIX, MI 49720 - EMAIL clerk@charlevoixmi.gov



**CITY OF
CHARLEVOIX**

appointed 11-5-18

**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
☐ BOARD OF REVIEW
☐ COMPENSATION COMMISSION
☒ DDA/MAIN STREET BOARD

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

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

PLEASE PRINT

NAME: John Paul Silva
ADDRESS: 123 Lakeshore Grosse Pointe Farms MI
HOME PHONE: _____ CELL PHONE: 248-705-5969
EMAIL: Paul@SP4Living.com
ARE YOU A REGISTERED VOTER IN THE CITY? no HOW LONG HAVE YOU LIVED IN THE CITY? 305 Clinton 2003-2009
HAVE YOU EVER BEEN CONVICTED FOR ANYTHING OTHER THAN A MINOR TRAFFIC VIOLATION? no 11356 Bojre City Rd of

EDUCATIONAL BACKGROUND: Graduated University of Massachusetts

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: owner Silva Properties involved in
apartment and hotel development

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: _____

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN: no

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:
possibly if The Hotel Earl is involved, if so I could recuse myself

REASON(S) YOU WISH TO SERVE: To help downtown Charlevoix continue to
grow and prosper.

HAVE YOU REVIEWED THE CURRENT MEETING SCHEDULE OF THE BOARD/COMMITTEE AND CAN COMMIT TO REGULAR MEETING ATTENDANCE? yes

SIGNATURE: _____ DATE: 10/30/18

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: April 1, 2019

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Parking Vendor Work Session

We are set for a Work Session on Wednesday afternoon with four parking vendors. They have been given instructions (you'll find them attached). I would suggest we plan to discuss what we learn after the presentations and if there are additional questions or if you'd like more information, we have time to gather that from the vendors ahead of your April 15 meeting when you could either make a selection or receive additional information.

B. DEQ Meeting

I met last week with the Michigan Department of Environmental Quality inspector who conducts triennial detailed reviews of our water system and water plant. On the whole, he is pleased with the progress we've made since our last review and emphasized the need to continue our progress--especially in updating the water plant. Once his report is finalized, I'll share more on this with you.

C. Recycling

As we've talked about curbside recycling over the past couple years, I thought this article in Bridge Magazine was worth your attention: [Click here](#)

ATTACHMENTS:

- ▢ Planning Commission Minutes
- ▢ Parking Vendor Meeting Information

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, February 11, 2019 - 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, Dennis Halverson, Jennifer Muladore, Phillip Parr, RJ Waddell
Members Absent:	Rick Golding
Staff Present:	Kathy Egan, Community Planner; Jonathan Scheel, Zoning Administrator

C. Inquiry into Potential Conflicts of Interest

Chair Chamberlain stated that his former company's name was on the drawings for the Irish Boat Shop, but he did not feel that this was a conflict.

D. Approval of Agenda

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

E. Approval of the Minutes

1. January 14, 2019 Minutes

Motion by Member Felter, second by Member Gelb to approve the minutes of January 14, 2019 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Site Plan review: Irish Boat Shop CYC, 220 Ferry Avenue

Zoning Administrator Scheel stated the proposed project was a Level B Site Plan Review for a multi-use facility to become the new home of the Charlevoix Yacht Club on the second floor. The main floor will support a new bath and laundry for the marina and a venue for special events. The existing bath facility and parking areas will be removed. Administrator Scheel stated that the information given shows that the building height and setbacks all meet the Ordinance requirements. He did not waive any requirements on the site plan.

Michael Esposito, President of Irish Boat Shop, gave a brief history of his company and noted that this plan was in the works for seven years.

Andre Poineau described the design process. He stated that there was 29' to the peak from the existing site and the ridge of the upper floor of the building was only 57' long. He stated that they were asking for some relief from the median landscaping requirements. Mr. Poineau responded to questions from the Commission members regarding parking, stormwater runoff, and permeable pavement for part of the parking lot.

The public hearing was opened.

Jim Avee, President of the Marina Bluff Association, stated that their concern was the height of the proposed project, but it sounded like the height was within Ordinance. He stated that they also were concerned with the height of trees being planted as to not impede their lake views.

Administrator Scheel stated that there were letters that were emailed to the Commission regarding the project. He explained that three of the letters were from the neighboring Foster Condominiums and they were concerned about the view corridor, increased noise from the trash dumpster location and the air conditioning units, 10' side yard setback adjacent to the condos, and the building blocking the sun. He stated the site was 80' from Foster Boat Works and then another 23' to the building. Discussion followed regarding a proposed curfew for events being 11:00 p.m.

The public hearing was closed.

Chair Chamberlain and Administrator Scheel proceeded to review the Findings of Fact in detail and the Commission found that everything was in compliance. Chair Chamberlain stated that there was the issue of a curfew time for events taking place at the facility. Administrator Scheel asked the Chairman to include a condition "to formally waive 5.81.8 (B) 1 & 2 the parking lot landscaping". Chair Chamberlain suggested two conditions: that the parking lot landscaping island standard be waived, and that the project has to comply with the City's noise ordinance.

Motion by Member Felter, second by Member Gelb to approve Project 2019-1 with the conditions identified, based on specific findings of fact that prove the project does meet the review standards in Section 5.120. Motion passed by unanimous voice vote.

Administrator Scheel stated that there was also a Site Condominium application for the same development. He noted that the Zoning Ordinance required the City Council to make the final decision after a recommendation from the Planning Commission.

Motion by Member Felter, second by Member Waddell that the Planning Commission recommends Site Condominium development as proposed with the Findings of Fact. Motion passed by unanimous roll call vote.

2. Zoning Ordinance Amendment 2019-001

Planner Egan reviewed the amendment which contained several miscellaneous changes to the Zoning Ordinance including definitions of building height, dwelling unit, accessory dwelling unit (ADU) and family; outdoor storage of RV's; sign illumination and to prepare some sections to allow for ADUs.

Motion by Member Parr, second by Member Muladore to schedule Ordinance Amendments 2019-01 and 2019-02 for legal review and to set a Public Hearing to be held on March 11, 2019 at 6:00 p.m. Motion passed by unanimous voice vote.

3. Zoning Ordinance Amendment 2019-02, Accessory Dwelling Units

Item addressed under G.2.

H. Old Business

I. Staff Updates

1. New City Code Book

Planner Egan stated that the City Code, which include the Zoning Ordinance, have all been re-codified into a new format which will likely be adopted soon by the City Council.

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

Administrator Scheel stated that the Historical Society is proposing some additional signage and the City Manager would like the Planning Commission to provide a recommendation to City Council.

Planner Egan stated that at their next meeting she should have some changes to short-term rentals. She stated City Council was pro long-term housing which may mean tightening up the short-term rental regulations.

Administrator Scheel noted that the Zoning Board of Appeals unanimously agreed with him regarding a zoning permit that he issued on Dixon Avenue.

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

Motion by Member Felter, second by Member Parr to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:23 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair

Charlevoix City Council Parking Presentations

Each firm is allotted 40 minutes for their presentations and Q and A with Council. Firms may determine how they will break up this time. We encourage you to bring demonstration units of your products so that Council and the public can see and touch your method of parking payments.

If you have additional questions for staff in advance of the meeting or if you have specific questions, you are welcome to arrange a meeting/call with the City Manager's office.

Please advise if you have technical preferences for your demonstration/presentation. We have a wireless presentation projector in Council Chambers or you may bring your own projector.

While we anticipate Council will discuss the presentations once they are complete, we do not expect a final decision. They may direct staff to obtain follow-up information or detailed price proposals from one or more firms for action on April 15.

The Council may wish to have installation begin ASAP in some circumstances.

Decision Criteria

- 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 to receive communication from City administration or allow customers to pre-select spaces, reserve spaces, and similar mobile app-based features.

April 3, 2019 Schedule

Presentations will occur in the Council Chambers of City Hall, 210 State Street, Charlevoix, MI.

2:00pm (EDT)- Traffic and Safety Control Systems

2:40pm- Harvey Electronics

3:20pm- Break

3:30pm- ParkSol USA

4:10pm- IPS Group

4:50pm- Break

5:00pm- Council Discussion