



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, March 2, 2020- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Special Meeting Minutes - February 14, 2020
 - B. City Council Meeting Minutes - February 17, 2020
 - C. Accounts Payable and Payroll Check Registers
 - D. Vendor Managed Inventory Alliance
 - E. Purchase Electric Department Bucket Truck: \$226,986
 - F. EMS-Stryker Power Load System
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Public Hearing: Conditional Rezone Request for 904 May Street
Jonathan Scheel, Zoning Administrator
- 7. All Other Actions and Requests**
 - A. Fuel Supply Proposal
Matthew Wyman, Airport Manager
 - B. Fuel Farm Expansion Bid
Matthew Wyman, Airport Manager
 - C. Deer Management Update
Gerard Doan, Police Chief
 - D. Downtown Reserved Parking Spaces
Mark L. Heydlauff, City Manager
 - E. Telephone Upgrade Proposal
Mark L. Heydlauff, City Manager
- 8. Reports and Communications**

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

9. Other Council Business

10. Adjourn

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

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Special Meeting Minutes - February 14, 2020

DATE: March 2, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
CITY COUNCIL SPECIAL MEETING MINUTES
Friday, February 14, 2020 – 1:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

The meeting was called to order at 1:00 p.m. by Mayor Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor:	Luther Kurtz
Members Present:	Greg Bryan, Shane Cole, Janet Kalbfell, Tom Oleksy,
Members Absent:	Aaron Hagen
City Manager:	Absent
City Clerk:	Joyce Golding

3. Inquiry Regarding Conflicts of Interest

4. Appoint for Second Ward Council Vacancy

Motion by Cole, second by Kalbfell to excuse Chief Doan from attending the meeting as City Manager Heydlauff's designee. Motion carried by unanimous voice vote.

After Council member Leon Perron resigned due to health concerns, City Council started the replacement process pursuant to Section 2.6 of the City Charter. Each of the following candidates participated in a twenty minute interview and were asked the same series of four questions.

- A Mike Doherty
- B Darlene Klien
- C Mark Knapp
- D Brian Slater
- E Bill Supernaw

5. Reports and Communications

- A Public Comment

6. Council Deliberation

Council generally agreed that they were fortunate to have five good candidates to consider and they would be making their appointment at the February 17th regular meeting.

7. Adjourn

Mayor Kurtz adjourned the meeting at xxx p.m.

Joyce M. Golding

City Clerk

Luther Kurtz

Mayor

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CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - February 17, 2020

DATE: March 2, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, February 17, 2020 – 6:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

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

1. Pledge of Allegiance

2. Roll Call

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

3. Presentations

- A. Officer Jim Schlappi Retirement
Mayor Kurtz read a Proclamation in honor of Officer Schalappi's retirement.

4. Inquiry Regarding Conflicts of Interest

Cole and Hagen recalled that they recused themselves from the previous discussion on the Event Policy but, felt they did not have a conflict. The Mayor noted he would recuse himself from Item 7.E. with regards to the Airport.

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 – February 3, 2020
- B. City Council Special Meeting Minutes – February 6, 2020
- C. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – February 18, 2020
 - b. ACH Payments – February 3, 2020 to February 12, 2020
 - c. Payroll Check Register – February 7, 2020
 - d. Payroll Transmittal – February 7, 2020
 - e. Tax Disbursement – February 18, 2020
- D. EMS Ambulance Mutual Aid Agreements – with Boyne City, Beaver Island, Jordan Valley EMS Authority, Emmet County, Kalkaska EMS and Township Ambulance Authority
- E. Purchase Stryker Cardiac Monitor: \$27,297.60
- F. Purchase International 5 Cubic Yard Dump Truck & Up-fitting: \$180,000

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

Yeas: Cole, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

- A. Public Hearing: FY 2019-2020 Budget Amendment

Mayor Kurtz opened the public hearings at 6:09 p.m. City Manager Heydlauff stated that the 2019-2020 Budget Amendment reflected the budget changes during the year that align with actual spending. In general the budget reflected a tightening of the margin for expenditures relative to revenue and was within expectations.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Hagen to adopt Ordinance 813 of 2020 and approve the Budget Amendment for the 2019-20 budget as presented.

**CITY OF CHARLEVOIX
ORDINANCE NO. 813 OF 2020
2019-2020 BUDGET AMENDMENT #1**

The Budget for the fiscal year beginning April 1, 2019 shall be amended for operating the City of Charlevoix. Ordinance #798 of 2019 Budget Appropriation Act of 2019-2020, is hereby amended as follows:

		Original Budget	Amended Budget	Net Change
General Fund	RV Total	3,285,200	3,614,410	329,210
- Legislative	EX Total	61,700	80,277	18,577
- General Government	EX Total	673,450	689,523	16,073
- Public Safety	EX Total	1,111,900	1,139,140	27,240
- Public Works	EX Total	300,300	298,121	(2,179)
- Health and Welfare	EX Total	0	113,569	113,569
- Recreation & Culture	EX Total	1,242,850	1,281,755	38,905
- Other	EX Total	33,300	28,115	(5,185)
- Fund Transfers	EX Total	30,000	100,000	70,000
Major Street Fund	RV Total	552,740	431,066	(121,674)
	EX Total	514,352	399,846	(114,506)
Local Street Fund	RV Total	155,267	176,819	21,552
	EX Total	168,100	173,240	5,140
EMS Fund	RV Total	1,024,600	1,590,205	565,605
	EX Total	1,105,800	1,560,405	454,605
DDA Fund	RV Total	562,600	607,415	44,815
	EX Total	605,200	693,394	88,194
General Debt Service Fund	RV Total	321,400	321,500	100
Public Services Facility Debt Service Fund	RV Total	0	80,815	80,815
	EX Total	0	79,940	79,940
Airport Fund	RV Total	2,604,222	1,975,894	(628,328)
	EX Total	1,943,530	1,953,229	9,699
P#1 - Fire Replacement Fund	RV Total	88,434	52,208	(36,226)
	EX Total	200,000	321,572	121,572
P#2 - Sewer Capital Fund Tap Ins	RV Total	15,100	27,405	12,305
P#5 - Sewer Capital Fund - Northside Fund	RV Total	4,250	7,065	2,815
P#6 - Infrastructure Improvements Fund	RV Total	471,400	482,665	11,265
	EX Total	301,400	250,695	(50,705)
P#7 - Street Improvements	RV Total	244,300	248,975	4,675
P#9 - Industrial Park Fund	RV Total	60	85	25
	EX Total	3,500	4,250	750
P#12 - Mt. McSaubia Recreation Improvemen	RV Total	7,020	10,900	3,880
	EX Total	0	15,557	15,557
P#13 - Ambulance Replacement Fund	RV Total	0	137,020	137,020
P#13 - Ambulance Replacement Fund	EX Total	0	22,935	22,935
P#14 - Public Services Facility Fund	RV Total	0	8,760,503	8,760,503
	EX Total	0	2,208,179	2,208,179
Electric Fund	RV Total	7,195,025	7,336,185	141,160
	EX Total	7,869,100	7,497,912	(371,188)
Sewer Fund	RV Total	2,661,150	2,693,370	32,220
	EX Total	3,664,700	3,721,961	57,261
Water Fund	RV Total	1,606,100	1,619,285	13,185
	EX Total	1,927,500	2,116,113	188,613
Marina Fund	RV Total	792,030	916,298	124,268
	EX Total	1,489,500	1,507,397	17,897
DPW Site Fund	RV Total	326,393	242,018	(84,375)
	EX Total	103,900	157,400	53,500
Employee Fringe Benefit Fund	RV Total	2,735,000	2,839,383	104,383
	EX Total	2,815,100	3,002,119	187,019
Motor Pool Fund	RV Total	913,164	962,977	49,813
	EX Total	1,065,100	1,068,571	3,471
<u>Bad Debt Write-Offs</u>				
General Fund	146,242	ambulance		
Motor Pool Fund	-			
Electric Fund	11,002			
Water Fund	3,094			
Sewer Fund	3,792			
2019-2020 TOTAL:	\$164,129			
2018-19	\$40,680			
2017-18	\$47,070			
2016-17	\$40,120			
2015-16	\$35,724			
2014-15	\$55,724			
2013-14	\$45,663			
2012-13	\$76,613			
2011-12	\$31,720			

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

Ordinance No. 813 was adopted on the 17th day of February, 2020 A.D., by the Charlevoix City Council as follows:

Motion by: Kalbfell

Seconded by: Hagen

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

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B. Public Hearing: FY 2020-21 Budget Ordinance

City Manager Heydlauff stated that on February 3rd, he submitted to Council the final budget recommendation from Staff. Since the February 3, 2020 Council Meeting, a few minor changes were made including the creation of a Housing Initiatives Fund and a Parking Services Fund.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Hagen, second by Cole to adopt Ordinance 814 of 2020 and approve the 2020-21 City of Charlevoix Budget as presented.

**CITY OF CHARLEVOIX
ORDINANCE NO. 814 of 2020
BUDGET APPROPRIATION ACT**

THE CITY OF CHARLEVOIX ORDAINS:

WHEREAS, the City Council of the City of Charlevoix did give notice of the time and place when a public hearing would be held in conformity with provisions of Section 7.8, Article VII of the City Charter, which Public Hearing was duly held pursuant to said notice and in conformity therewith.

THEREFORE, BE IT RESOLVED, that the revenues and expenditures for the fiscal year commencing on April 1, 2020 and ending March 31, 2021 are hereby appropriated on a fund level basis (a detailed breakdown by activity level can be found in the Budget Details document) as summarized by the following:

GENERAL FUND

TOTAL REVENUES: \$3,420,600

TOTAL EXPENSE: \$3,419,800

BE IT FURTHER RESOLVED, that the City Council of the City of Charlevoix does hereby levy 11.0526 mills (9.3526 mills operating and 1.7000 mills infrastructure) for the period of April 1, 2020 through March 31, 2021 on all real and eligible personal property in the City of Charlevoix according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Charlevoix and for infrastructure improvements, and is levied pursuant to Section 8.1, Article VIII of the City Charter; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1.3556 mills for the period April 1, 2020 through March 31, 2021 on all real and eligible personal property in the Downtown Development District, according to the valuation of the same within the district; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1 mill for the period April 1, 2020 through March 31, 2021 on all real and eligible personal property in the City of Charlevoix, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of rubbish collection and other related services provided citizens allowed by the act, and is levied pursuant to Michigan Public Act 213 of 1969; and

BE IT FURTHER RESOLVED, that the City Council does hereby approve the following budgets for the period April 1, 2020 through March 31, 2021 in the amounts set forth below by fund:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENSE</u>
Major Street Fund	\$ 425,084	\$ 340,454
Local Street Fund	141,681	136,800
Parking Services	86,600	77,700
Housing Initiatives	10,000	0
EMS	1,499,900	1,492,900
Electric Fund	9,180,500	9,180,500
Sewer Fund	3,700,800	3,700,800
Water Fund	1,683,200	1,563,200
Marina Fund	1,538,600	1,538,600
Airport Fund	2,036,754	1,861,500
Downtown Development Authority	589,300	589,300

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Employee Fringe Benefit	3,097,000	3,097,000
Motor Vehicle Fund	1,561,100	1,561,100
Perpetual Care Trust Fund	6,000	0
General Debt Service Fund	323,700	323,700
General Debt Service Fund – New Services Facility	542,400	541,900
Fire Fund	47,342	0
Sewer Tap-in Fund*	15,100	0
Northside/Southside Sewer Fund*	4,850	0
Infrastructure Improvement	405,100	373,400
Road Improvements	249,000	200,000
Industrial Park Fund	7,570	3,500
Mt. McSaubia Recreation Fund	7,020	0

FUND	REVENUE	EXPENSE
Ambulance Fund	114,000	0
Services Facility Fund	6,500,000	6,500,000
Public Works Service Facility Fund	1,528,500	1,528,500

* These funds are part of the Sewer Fund.

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

Ordinance No. 814 was adopted on the 17th day of February, 2020 A.D., by the Charlevoix City Council as follows:

Motion by: Hagen
Seconded by: Cole
Yeas: Cole, Oleksy, Bryan, Kalbfell, Hagen
Nays: None
Absent: None

State of Michigan } §
City of Charlevoix

Motion by Kalbfell, second by Cole to adopt Resolution 2020-02-03 and approve the Fee Schedule for 2020-21 with the removal of the Reserved Parking fee.

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-02-03
RATES & FEES ASSOCIATED WITH THE 2020-21 BUDGET

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees 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 all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, the City of Charlevoix proposes to make these rates and fees effective on April 1, 2020.

NOW THEREFORE BE IT RESOLVED that the City of Charlevoix adopts all rates and fees included in the 2020-21 Proposed Budget with changes to the rates and fees for the following areas: airport, cemetery, marina, parking, FOIA, golf, miscellaneous, and Utility Rates which includes water, wastewater, and electric rates.

RESOLVED, this 17th day of February, 2020 A.D.

Resolution adopted by the following yea and nay votes:

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

C. Public Hearing: Short Term Rental Ordinance

City Manager Heydlauff stated that Council has been working for several months on the development of a regulatory ordinance regarding Short Term Rentals. The draft reflected editing the City Attorney and Zoning Administrator have conducted as Council requested. Council held a lengthy discussion regarding several key points of the ordinance. City Attorney Howard and Zoning Administrator Scheel answered numerous questions from Council.

Mayor Kurtz opened the item to public comment and eight citizens were heard.

Motion by Kalbfell, second by Hagen to approve Short Term Rental Ordinance 815 of 2020 with the following amendments subject to approval as to form by the City Attorney and as to substance by the City Manager:

- Cap for business rental units would be set at 80 to be revisited in 90 days or sooner if requested by Staff
- Section 6.G.b. will be revised so that 16-person rental units can continue
- The priority in Section 4.A.i and 4.A.ii shall be amended to prioritize by 1) already registered short term rentals and 2) those with a demonstrated rental history (all other priority requirements will be eliminated)
- The fine in Section 8 will be set by resolution
- Revocation paragraph in Section 7 shall be amended to eliminate 7.A.i. and 7.A.ii. and the language will be changed so that the permit "may" be revoked at the hearing officer's discretion
- Definition of "personal unit" shall eliminate the 7 day minimum requirement
- Revise references to "Zoning Board of Appeals" and "zoning ordinance districts" in Section 7 and replace with a map with specified zones for the different types of short term rentals allowed within the city.

**CITY OF CHARLEVOIX
ORDINANCE NO. 815 of 2020**

A REGULATORY ORDINANCE OF THE CITY OF CHARLEVOIX REGULATING VARIOUS ASPECTS OF SHORT-TERM RENTALS

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Purpose

The City Council finds the rental of dwelling units in the City of Charlevoix provides value to our local economy but also brings with it negative externalities affecting the year-round quality of neighborhoods, housing supply, and health and safety. The City Council has enacted this regulatory ordinance to strike a regulatory balance between the interests of community residents, business owners, visitors, and property owners.

The community has different expectations for noise, occupant loads, and transient activity in its residential neighborhoods than it does in commercial, and even mixed-used zones where hotels are currently permitted. The renting of a home on a short-term basis is substantially more like a business than traditional residential use.

Section 2: Definitions

As used in this chapter, the following words and phrases shall have the meanings hereafter ascribed to them:

Basement: That portion of a building, which is more than 50% below finished grade. A basement shall not be counted as a story.

Bedroom: A room intended for sleeping or placement of a bed separated from other spaces in the dwelling unit by one or more functional doors. The following spaces, which must be included in every dwelling unit, do not qualify as bedrooms: Kitchens; dining areas; gathering spaces such as living rooms, dens, family rooms, and attics or basements without egress meeting standards in applicable building, residential, and fire codes.

Business Unit: A residential dwelling unit that may be rented for more than 28 interrupted days in a calendar year, including multiple properties operating as Personal Units under singular ownership. Month to month or yearly rentals are not classified as a business unit per this chapter.

Calendar year: January 1 to December 31.

Compensation: Money or other consideration given in return for occupancy, possession, or use of a property.

Dwelling Unit: A self-contained unit within a building that is designed for human occupancy and provides complete living facilities, including permanent provisions for sleeping, eating, cooking, and sanitation. "Dwelling Unit" does not include Bed and Breakfasts, timeshare/fractional ownership, hotels and motels, and boarding houses.

Good Visitor Guide: Materials prepared by the City's Enforcement Officer for display at all short-term rentals and adopted by City Council by resolution.

Local Agent: An individual designated to oversee the short-term rental of a dwelling unit in accordance with this article and to respond to calls and complaints at any time or day from renters, citizens, and the City's representatives within 60 minutes of such calls.

Personal Unit: A residential dwelling unit rented for periods of up to a total of 28 days per calendar year when the owner is not present or for an unlimited period of time when the property owner is present and living on the premises. A person or entity may only have one designated Personal Unit.

Short-term rental ("STR"): The rental of a dwelling unit for compensation for a term of 1 to 29 interrupted or uninterrupted nights per year in the R-1, R-2, and R-2A zoning districts.

Enforcement Officer: The person appointed by the City who shall carry out various functions of this chapter or cause other officials, inspectors, vendors, or relevant professionals to carry out various functions in order to implement and enforce the terms of this Ordinance.

Section 3: Registration and licensing required

- A. All dwelling units, except those which are duly registered as a principle residence exemption under Section 211.7cc of the General Property Tax Act, which are used for short-term rentals for more than 14 days per calendar year shall be registered and licensed with the City as stipulated in this chapter.
- B. The advertisement or rental of an unregistered dwelling unit for a total 14 interrupted or uninterrupted days or more during a calendar year is prohibited.
- C. Registration and licenses shall be issued by calendar year.
- D. All short-term rental registrations and licenses shall expire at the end of the calendar year and must be renewed each December.
- E. When a short-term rental property is sold, the registration(s) and license(s) will expire at sale and are not transferable; licenses will revert to the City after expiration due to the passage of time, sale, revocation, or twelve (12) months of non-activity and will be redistributed according to this chapter.
- F. The Enforcement Officer shall develop a form(s) to properly carry out this ordinance. The registration form shall collect not less than the following information and other items as the Enforcement Officer may deem necessary for implementation of this ordinance:
 - i. Name, address and telephone number of the property owner and/or local agent for the dwelling unit;
 - ii. The street address of the dwelling unit, along with other identification if more than one dwelling unit has the same street address;
 - iii. The number of bedrooms in each dwelling unit and in the dwelling as a whole;
 - iv. The number of days the dwelling unit is available for short term rental each calendar year;
 - v. A statement certifying that the property owner or a local agent will provide at least one copy of the City's Good Visitor Guide materials to the renters each time the dwelling unit is rented;
 - vi. A statement indicating which year the dwelling unit was first used as a short-term rental, and for how many days it was rented in the previous calendar year; and
 - vii. A list of all websites and other media where unit is advertised
- G. Upon determination that a STR applicant has met all registration and regulation requirements, a license shall be issued by the Enforcement Officer.
- H. There shall be a fee for registration collected at the time of registration. An additional fee shall be collected at time of licensing. Council shall set a fee(s) from time to time by resolution; such fee(s) may vary depending on the type of property, dwelling, or other distinction Council may deem advisable.

Section 4: Registration process and procedure

- A. Upon adoption of this chapter, preference for registrations shall be determined as follows:
 - i. First, properties duly registered prior to July 1, 2019.
 - ii. Second, properties which can demonstrate the property has been rented as an STR within the past calendar year.
 - iii. Third, all other properties which might qualify for registration and licensing.
- B. New applications will be placed on a waiting list in the order of when a complete application is received by the City.
 - i. Applicants whose principle residence exemption is for a property located in the City of Charlevoix will get preference and be moved to the top of the list of new applicants.
 - ii. If the applicant is contacted and offered to register and refuses, they will be moved to bottom of the waiting list.
- C. A deposit will be required to be on the waiting list.
 - i. The deposit will be used as partial payment for registration.
 - ii. The deposit is non-refundable when the applicant refuses registration or when the applicant voluntarily withdraws from the waiting list.
 - iii. Council shall, from time to time by resolution, set the deposit fee.
- D. The Enforcement Officer is empowered to develop a method for registration in accordance with this provision.
- E. Short-term rental shall follow applicable regulations found within chapter 153 of the Charlevoix City Code.

Section 5: Types of Short-Term Rentals

- A. *Personal units. Personal Units may be rented for periods of not less than 7 days up to a total of 28 days per calendar year when the owner is not present or for an unlimited period of time when the property owner is present and living on-site which shall not be capped in number across the City.*
 - i. An owner can register only one Personal Unit. Additional units under one ownership must be registered as a Business Unit.
- B. *Business units. Business units may be rented without restriction on days rented per year.*
 - i. Council shall establish a cap on the number of business units to be allowed within the R-1, R-2, and R-2A zones through a resolution adopted by Council. The initial cap shall be set at 80 business units.
 - ii. The cap shall be reconsidered by Council at the next regularly scheduled Council meeting 90 days after the enactment of this Ordinance, or sooner if requested by City Staff.

Section 6: Regulations

- A. *Local agent required.* All dwelling units used for short-term rentals shall have a designated local agent.
- B. *Contact information posted.* A notice shall be posted in a prominent location within any dwelling unit used for short-term rentals stating (in at least 16-point type) the name of the local agent and, a 24-hour telephone number at which the agent can be reached.
- C. *Compliance with codes.* The dwelling unit must meet all applicable Residential Building, Health Department, Nuisance and Safety Codes as necessary to protect the safety of occupants.
- D. *Noise and nuisance.* Noise during quiet hours must be limited to that which does not disturb the quiet, comfort or repose of a reasonable person of normal sensitivities. Quiet hours shall be from 11:00 p.m. to 7:00 a.m. The city's Noise Control Ordinance shall apply.
- E. *Fireworks.* Fireworks of any kind are not allowed on rental property, except in accordance with the city's Fireworks Ordinance, Title IX, Chapter 94.22.
- F. *Fire pits.* Open burning is not allowed.
 - i. Indoor and outdoor fireplaces with chimneys are permitted so long as they are not determined to be a nuisance in keeping with the City's nuisance code.
 - ii. Natural gas fire pits are permitted.
- G. *Maximum occupancy.* Short-term rentals shall be permitted maximum occupancy of 2 persons per bedroom plus two persons per finished and legal floor for dwelling as described in the registration and as may be verified by inspections from time to time. An individual present in a dwelling unit during the term of a STR shall be presumed to be an occupant unless it is between the hours of 8am and 10pm, and circumstances clearly indicate the individual will not stay overnight.
 - i. Except as provided in (ii) below, no rental shall be permitted for more than 10 persons.
 - ii. Notwithstanding part a, those units in operation and registered with the City prior to July 1, 2019 which have clearly indicated occupancy up to 16 but not exceeding two per bedroom plus two persons per finished and legal floor for dwelling may continue with said occupancy limit so long as the unit continues to be registered under this Ordinance..
 - iii. No dwelling unit used as a short-term rental may be built or modified hereafter to exceed to limitation of 10 persons as described above.
- H. *Parking Restrictions.* Based on lot and neighborhood characteristics, the Enforcement Officer may place reasonable restrictions on the number and manner of vehicle parking.
- I. *Advertising.* No person shall advertise a short-term rental, unless the advertisement includes the license number and the maximum occupancy permitted in the unit.
- J. *Fee.* Short-term rentals shall pay a fee as City Council may, from time to time, establish by resolution, to account for costs related to the enforcement, community impact, and other customary fees and costs associated with short-term lodging which may already be allowed within the City.
- K. *Inspections and conditions.* Not less than once every other calendar year and/or upon written complaint, the Enforcement Officer may make periodic inspections of a short-term rental to ensure continuing compliance with the approval standards specified in this chapter. In addition, the Enforcement Officer may impose reasonable conditions on a registration issued under this chapter which are reasonably necessary to ensure compliance with the approval standards provided in this chapter.

Section 7: Revocations and Appeals

- A. *Revocation procedure.* The written notice of the charges and the notice of the hearing shall be personally served on the owner or agent or served on the owner by certified mail, restricted delivery, not less than 14 days before the hearing before the Enforcement Officer.
 - i. Upon a finding by the Enforcement Officer of a first or second violation within any 12-month period, the short-term rental shall be subject to a fine as provided in Section 8, below..
 - ii. Upon a finding by the Enforcement Officer of a third violation within any 12-month period, the short-term rental registration may be revoked and the owner or local agent who had been issued the short-term rental registration shall not again be issued a short-term rental license for a period of 12 months and during said time the premises shall not be utilized for a short-term rental.
 - iii. Upon a finding by the Enforcement Officer of a fourth violation within any 24-month period, the short-term rental registration and license may be revoked and the owner who had been issued the short-term rental registration and license shall not again be issued a short-term rental registration or license under that ownership name and the premises shall not be utilized for a short-term rental.
- B. A minimum of a 14 day notice will be given to owners and agents for any suspensions. Appeal from denial or suspension or revocation of a short-term rental registration is allowed.
- C. *Appeal Procedure.* Upon a determination by the Enforcement Officer that the registration of a dwelling unit is subject to revocation pursuant to division (A)(iii) above, the Enforcement Officer shall issue a notice to the owner, agent and all property owners within 100 feet of the registered STR stating that the city intends to revoke the rental registration.
 - i. The notice shall inform the owner and local agent of a right to a hearing to show cause as to why the registration should not be revoked. If a hearing is requested and the fee is paid within 14 days of the service of the notice, the city shall schedule the hearing before the Short Term Rentals Appeals Board established by Council and notify the owner and agent in writing of a time and place for that hearing.
 - ii. At the hearing, the owner and agent may present evidence that the requirements for revocation are not satisfied, or that the property owner and agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control.

- iii. The Short Term Rentals Appeals Board shall independently determine whether there is competent, material and substantial evidence establishing a violation of this division (C), and/or whether there is competent, material and substantial evidence establishing that extenuating circumstances exist.

Section 8: Violations

A person who violates any provision of this Chapter is responsible for a municipal civil infraction in the amount set by Resolution adopted by City Council. Each day on which any violation of the Chapter continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.

SECTION 9. Severability

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

SECTION 10. Effective Date

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 815 was adopted on the 17th day of February, 2020 A.D., by the Charlevoix City Council as follows:

Motion by: Kalbfell
Seconded by: Hagen
Yeas: Cole, Oleksy, Kalbfell, Hagen
Nays: Bryan
Absent: None

State of Michigan }
City of Charlevoix } §

Motion by Kalbfell, second by Cole to approve Resolution 2020-02-04 adopting short term rental fees.

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-02-04
RATES, FEES & CHARGES ASSOCIATED WITH SHORT TERM RENTALS

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 with regards to Short Term Rentals.

NOW THEREFORE BE IT RESOLVED that the Charlevoix City Council hereby establishes the following amendment to the Schedule of Rates, Fees & Charges, to be implemented once Ordinance 815 of 2020 A Regulatory Ordinance of the City of Charlevoix Regulating Various Aspects of Short Term Rentals, takes effect:

Short Term Rental Fees

Annual License	\$300.00
Registration (with inspection)	\$300.00
Registration (without inspection)	\$150.00
Waiting list deposit (when required)	\$50.00
Violation Administration Fee	\$100.00

RESOLVED, this 17th day of February, 2020 A.D.

Resolution adopted by the following yea and nay vote:

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

The public hearings were closed at 8:10 p.m.

- D. Set Public Hearing: Conditional Rezone Request for 904 May Street

Zoning Administrator Scheel stated that this was a request for a conditional rezone of a large R-1 Single Family lot located at 904 May Street to R-4 Multi Family High Density. If approved, the project must meet all regulations of the R-4 zoning district. The City of Charlevoix Planning Commission recommended approval.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Hagen, second by Oleksy to set a Public Hearing for March 2, 2020 at 6 p.m. in the Council Chambers of City Hall to consider the conditional rezoning request for 904 May Street.

Yeas: Cole, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

7. All Other Actions & Requests

A. Palmer Street Parking Lot Improvement Contract

Public Works Superintendent Elliott stated that in an effort to make improvements to the Palmer parking lot he received an engineering proposal from Performance Engineers Inc. By entering into this engineering agreement and completing the upgrades it will provide 38 parking spaces, eliminate groundwater infiltration into our sanitary collection system by installing a storm water collection system (including a rain garden); construction to commence in the fall of 2020.

Mayor Kurtz opened the item to public comment and one comment was heard.

Motion by Oleksy, second by Kalbfell to approve the proposal from Performance Engineers for design engineering for the Palmer Street Parking Lot for \$29,491 and authorize the City Manager to sign all necessary documents. Motion carried by unanimous voice vote.

B. Monday Night Farmers Market Expansion

Recreation Director Knorr stated that we anticipate that at least one third of our current vendors will participate on Monday evenings in addition to some new vendors. He explained the financials for the new market and he hoped to build a family friendly experience. Staff recommended a Monday Evening Farmers Market from July 2 to Labor Day.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Oleksy to approve the Recreation Department to expand the Farmers Market to include a Monday Evening Market at Ferry Beach in 2020. Motion carried by unanimous voice vote.

C. Special Events Policy Adoption

City Manager Heydlauff stated that the revised draft mirrors the language discussed back in January though the fee schedule reduces most fees substantially. He will direct Staff to track their time and materials used in support of events to better account for the actual costs covered by taxpayers for these activities.

Mayor Kurtz opened the item to public comment and four citizens commented including Chamber President Sarah Hagen who requested more time before Council implemented any fees.

Motion by Bryan, second by Cole to approve the Special Event Policy as presented. Motion carried by unanimous voice vote.

Motion by Hagen, second by Bryan to approve revisit the Special Events Fees at the October 19th meeting. Motion carried by unanimous voice vote.

D. Mercer Avenue Property Sale

City Manager Heydlauff recalled at the January 6th meeting, Council discussed the offer made by John and Glenda Ferguson to purchase a small lot owned by the City next to their residence on Mercer Avenue. At that time, Council decided to advertise for sealed bids for this parcel and one bid was received from Haggard's Plumbing. He stated that in the meantime, we also received a revised proposal from Mr. Ferguson. The City Attorney noted that the City Purchasing Policy leaves it to Council's discretion in awarding any bids.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Oleksy, second by Bryan to accept the highest bid, which is the Ferguson's.

Yeas: Cole, Oleksy, Bryan, Hagen

Nays: Kalbfell

E. Charter Amendments

City Attorney Howard stated that last year, Council reviewed various potential amendments to the City Charter. Ultimately, we ran out of time for review by the Attorney General and Governor before the deadline for the November ballot. Nineteen resolutions describing nineteen different amendments were considered by Council.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Hagen to direct the City Attorney to send all of the Charter Amendments to the Attorney General for an informal review. Motion carried by unanimous voice vote.

F. Council Appointment: Second Ward Council Member

City Council interviewed five candidates for the vacant Second Ward seat during a Special Meeting on February 14, 2020.

Motion by Oleksy to appoint Darlene Klien to fill the vacant Second Ward Council Member seat, term expiring November 2021. Motion failed for lack of support.

Motion by Kalbfell, second by Hagen to appoint Brian Slater to fill the vacant Second Ward Council Member seat, term expiring November 2021.

Yeas: Cole, Bryan, Kalbfell, Hagen

Nays: Oleksy

8. **Reports & Communications**

A. Public Comments

- Larry Sullivan felt the new plow truck should not be white

B. City Manager Comments

- Fire Chief Thorp noted that the fire suppression system at the Charlevoix Library functioned as designed
- Steve Schnell is the new Charlevoix County Housing Ready Coordinator
- Recycling meeting tomorrow with East Jordan and Boyne City
- New phone system vendor meeting this week; recommendation to follow

C. Mayor & Council Comments

- Mayor felt Council did a good job working through many issues at this meeting

9. **Other Council Business**

10. **Adjourn**

The Mayor adjourned the meeting at 9:36 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Regular Accounts Payable – 02/18/2020			
ACCUMED GROUP, THE	2,174.41	ESRI	4,000.00
ACE HARDWARE	1,311.64	FEYEN ZYLSTRA LLC	460.00
ALL-PHASE ELECTRIC SUPPLY CO.	302.36	FISHER SCIENTIFIC	467.12
AMERICAN PUBLIC WORKS ASSN	400.00	FREEDOM MAILING SERVICES INC.	2,256.10
AT YOUR SERVICE PLUS INC	345.00	GENTILE, SAMANTHA	100.00
ATLAS ELECTRIC INC	150.00	GRAINGER	112.10
AUTO VALUE	402.91	GRAND TRAVERSE CONSTRUCTION LLC	83,656.12
AVFUEL CORPORATION	1,520.00	HACH COMPANY	1,289.89
AWWA CUSTOMER SERVICE	350.00	HART II, DELBERT W.	332.10
BARTLETT'S HOME INTERIORS INC.	2,979.88	HENRY SCHEIN INC	144.80
BOB MATHERS FORD	96.00	HILLING, NICHOLAS A.	86.00
BOUND TREE MEDICAL LLC	1,953.69	HOERNER, KRISTEN	75.00
BRADLEY, KELLY R.	86.00	HUNT, MICAELA	75.00
BRADY'S CARPET CLEANING	921.00	HUNTINGTON BANK	500.00
CARQUEST OF CHARLEVOIX	1,733.61	INDEPENDENT DRAFTING SERVICES	1,824.00
CHARLEVOIX COMMUNITY SHOPPER	189.00	JOHN E. GREEN COMPANY	300.00
CHARLEVOIX SCREEN MASTERS INC	165.00	JOPPA HOUSE MINISTRIES PROGRAM	11,200.00
CINTAS	30.00	KNORR, KENT J.	438.10
CINTAS CORPORATION	134.85	KSS ENTERPRISES	522.92
CITY OF CHARLEVOIX - UTILITIES	39,909.22	LAMAR COMPANIES	750.00
CIVIC SYSTEMS	225.00	LIVE FROM CHARLEVOIX INC	10,000.00
CLOTHING COMPANY, THE	270.40	MCCARDEL CULLIGAN-PETOSKEY	50.50
COUNTY OF CHARLEVOIX	2,484.41	MEIER III, CHARLES A.	50.00
CUMMINS BRIDGEWAY LLC	1,968.77	MI MUNICIPAL TREASURERS ASSOC	325.00
DELL MARKETING L P	6,277.77	MICHIGAN MUNICIPAL LEAGUE	19,632.00
DIETZ, AMANDA	54.39	MICHIGAN OFFICEWAYS INC	1,080.04
E-CONOLIGHT	559.96	MOBILE MEDICAL RESPONSE	250.00
ELLIOTT, PATRICK M.	86.00	NAVIA BENEFIT SOLUTIONS	50.00
ELLSWORTH FARMER'S EXCHANGE	764.74	NCL OF WISCONSIN INC.	259.33
EMERGENCY MEDICAL PRODUCTS INC	452.57	NEWMAN, MARK J.	86.00

NORTHERN MICHIGAN REVIEW INC.	1,278.19	RS&H MICHIGAN INC	5,875.00
NORTHERN SAFETY CO INC	234.39	SHEFFIELD, DOUGLAS	75.00
NORTHWEST FIRE	202.50	SINEWAY, EVERT	37.54
O'DONNELL, LANCE	14,883.08	STATE AND MASON LLC	1,000.00
OHM ADVISORS	32,805.30	STATE OF MICHIGAN	704.89
OLESON'S FOOD STORES	27.94	SUN BADGE CO.	115.75
OLSON BZDOK & HOWARD	5,596.05	SYSTEMS SPECIALISTS INC	810.50
PARASTAR INC.	134.61	TAYLOR 12501 LLC	4,417.50
POWER LINE SUPPLY	1,516.32	UNIFIRST CORPORATION	456.65
PREIN & NEWHOF	4,922.10	USA BLUE BOOK	1,453.56
PTM DOCUMENT SYSTEMS	36.00	UWC	3.04
PURITY CYLINDER GASES INC	62.36	WILMOT ELECTRIC INC	242.95
RCL CONSTRUCTION CO INC	339,495.18	WURST, RANDALL W.	332.10
REHMANN-ROBSON & CO	125.00		
RESCO	5,395.00	TOTAL	635,858.84
RESOLUTION G2 LLC	3,748.00		
RICK-BIDDICK, MICHELLE	1,201.64		

ACH Payments – 02/03/2020 to 02/12/2020

MI PUBLIC POWER AGENCY	19,361.94	VANTAGEPOINT (457 ICMA PLAN)	21,098.82
PAYMENT SERVICE NETWORK INC	241.30	VANTAGEPOINT (ROTH IRA)	1,286.52
PROXIMITY SPACE INC	99.00	MI PUBLIC POWER AGENCY	23,651.10
STATE OF MI (SALES TAX)	20,768.21	DTE ENERGY	7,605.40
IRS (PAYROLL TAX DEPOSIT)	44,867.88	TOTAL	146,673.40
ALERUS FINANCIAL (HCSP)	350.00		
STATE OF MI (WITHHOLDING TAX)	6,486.21		
VANTAGEPOINT (401 ICMA PLAN)	858.02		

Payroll Net Pay – Check Date 02/07/2020

PERRON, LEON R.	62.53	FERGUSON, ROYCE L.	1,880.80
HEYDLAUFF, MARK L.	3,012.48	KNORR, KENT J.	1,920.23
GOLDING, JOYCE M.	2,274.27	ANZELL, BETH A.	1,293.68
DEROSIA, PATRICIA E.	1,364.70	BOSS, SHERRY M.	389.59
DOTSON, LINDSEY J.	1,391.57	DOE-NIMPHE, SETH K.	311.40
KLOOSTER, ALIDA K.	2,098.69	PORATH, JACOB P.	174.27
GOLOVICH, KAREN J.	985.70	WHITLEY, NICHOLAS J	158.58
BARNEVELD, RICHELLE L.	1,140.77	HAGEN, MADISON L.	121.91
SPENCLEY, PATRICIA L.	1,069.60	WHITE III, MARCUS W.	268.05
MILLER, FAITH G.	63.60	BERTINELLI, DAVID P.	330.37
MCGINN, KELLY A.	2,474.55	FOSTER, WILLIAM P.	375.82
LAVENDER, JOSEPH E.	1,695.44	MATTACK, JEFFREY C.	531.93
DOAN, GERARD P.	2,358.45	MATTACK, ANNE E.	639.33
SCHLAPPI, JAMES L.	937.86	MAY, MEREDITH A.	63.44
UMULIS, MATTHEW T.	1,094.03	DOE-NIMPHE, MASON K.	361.38
HANKINS, SCOTT A.	1,612.03	BOSS, BEAU J.	1,139.01
ORBAN, BARBARA K.	1,071.03	WYMAN, MATTHEW A.	1,614.05
FLICKEMA, ANDREW M.	1,980.37	MILLER, WILLIAM S.	1,392.92
RILEY, DENISE M.	470.95	DOUGLAS, MARK	868.63
MUNK, CHRISTOPHER J.	1,857.04	PRIOR, ERIN C.	878.61
MATELSKI, KRISTEN L.	1,299.58	CERTA, BRIAN	452.05
WURST, RANDALL W.	1,622.36	MCMULLEN, DONALD R.	1,690.61
MAYER, SHELLEY L.	1,747.71	SILVA, JESSE L.A.	1,718.94
HILLING, NICHOLAS A.	1,386.37	JOHNSON, MELISSA A.	2,083.11
MEIER III, CHARLES A.	1,190.12	STEPHENS, LYON G.	1,577.21
ZACHARIAS, STEVEN B.	1,281.76	STEVENS, JEFFREY W.	372.35
NEWMAN, MARK J.	992.58	RILEY, CASEY W.	119.13
SWEM, DONALD L.	2,025.15	JONES, LARRY M.	948.64
EATON, BRAD A.	2,635.92	FLORE, ROBERT A.	458.75
WILSON, TIMOTHY J.	2,958.75	MATZ, EMILY S.	1,649.28
LAVOIE, RICHARD L.	2,443.37	MOYER, DAVID T.	484.67
STEVENS, BRANDON C.	2,660.99	WHEELER, MICHAEL W.	1,704.95
DRAVES, MARTIN J.	2,535.10	CORNELL, BRITTA J.	246.58
ANDERSON, ELIZABETH A.	1,234.58	MISHLER, MICHAEL. J.	1,984.56
KENWABIKISE, DAVID L.	1,097.59	AZZOPARDI, ANTHONY J.	2,003.52
ELLIOTT, PATRICK M.	2,333.20	DEKORNE, ELIZABETH A.	1,015.58
SCHWARTZFISHER, JOSEPH	1,135.80	MCCRANEY, RUSSELL R.	101.31
BRADLEY, KELLY R.	1,696.98	DIETZ, AMANDA M.	336.78
HART II, DELBERT W.	1,300.41	WELLS, JANINNA J.	137.44
JONES, ROBERT F.	1,380.35	MOYER, NATHAN I.	1,378.20
FARRELL, MITCHELL L.	1,726.56	MARIHUGH, ANDREW J.	103.52
THORP JR, WILLIAM D.	1,467.68	SCHLAPPI, JAMES L.	5,558.17
LEITNER, RYAN S.	1,534.62	WHITLEY, ANDREW T.	2,623.69

DRAFT

MORRISON, KEVIN P.	1,529.40	MATTER, DAWSON K.	137.44
BOSS JR, DALE E.	1,529.38	HOLM, ARTHUR R.	1,178.99
REDMAN, SEAN M.	311.40	TOTAL	117,192.89
HILLIGAN, ABIGAIL B.	340.05		

Payroll Transmittal – 02/07/2020

4FRONT CREDIT UNION	932.01	MI STATE DISBURSEMENT UNIT	209.65
AMERICAN FAMILY LIFE	633.18	MONEY LIFE INSURANCE	326.65
CHAR EM UNITED WAY	90.00	POLICE OFFICERS LABOR COUNCIL	150.75
CHARLEVOIX STATE BANK	1,172.00	PRIORITY HEALTH	1,402.44
CHEMICAL BANK	175.00		
COMMUNICATION WORKERS OF AMER	659.38	TOTAL	5,751.06

Tax Disbursement – 02/18/2020

CHARLEVOIX COUNTY TREASURER	1,172.37	CHARLEVOIX PUBLIC SCHOOLS	66.08
CHARLEVOIX COUNTY TREASURER	103,915.20	CHARLEVOIX PUBLIC SCHOOLS	28.30
CHARLEVOIX DISTRICT LIBRARY	69,455.23	CHARLEVOIX-EMMETT ISD	152,338.38
CHARLEVOIX PUBLIC SCHOOLS	3,399.18	CITY OF CHARLEVOIX - TAXES DUE	46,469.42
CHARLEVOIX PUBLIC SCHOOLS	339.91	RECREATIONAL AUTHORITY	13,458.19
CHARLEVOIX PUBLIC SCHOOLS	94.41	TOTAL	390,736.67

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: March 2, 2020

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
02/20/2020		
129558	AT&T	4,810.03
129559	CHARLEVOIX STATE BANK	11,149.63
129560	CHARTER COMMUNICATIONS	1,204.81
129561	DELTA DENTAL	3,237.56
129562	GREAT LAKES ENERGY	337.53
129563	HOLIDAY COMPANIES	7,714.38
129564	MONY LIFE INSURANCE	476.55
129565	POWERPLAN	1,133.53
129566	PRIORITY HEALTH	39,632.49
129567	RANGE TELECOMMUNICATIONS	160.00
129568	STANDARD INSURANCE CO	2,591.65
129569	STATE OF MICHIGAN	600.00
129570	VERIZON WIRELESS	170.16
129571	VSP INSURANCE CO. (CT)	517.36
129572	WEX BANK	1,189.08
Total 02/20/2020:		74,924.76
Grand Totals:		74,924.76

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

02/20/20 Special Accounts Payable Run	\$ 74,924.76
02/21/20 Payroll (net pay)	\$ 103,023.61
02/21/20 Payroll Transmittal Checks	\$ 5,631.02
03/03/20 Regular Accounts Payable	\$ 798,149.10
Checks Sub-Total:	\$ 981,728.49

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

02/18/20 MI Public Power Agency	\$ 29,478.71
02/21/20 IRS (Payroll Tax Deposit)	\$ 37,769.99
02/21/20 Alerus Financial (HCSP)	\$ 350.00
02/21/20 State of MI (Withholding Tax)	\$ 5,645.10
02/21/20 Vantagepoint (401 ICMA Plan)	\$ 858.02
02/21/20 Vantagepoint (457 ICMA Plan)	\$ 19,241.04
02/21/20 Vantagepoint (Roth IRA)	\$ 1,286.52
02/21/20 MERS (Defined Benefit Plan)	\$ 52,532.38
02/24/20 MI Public Power Agency	\$ 20,530.29
02/25/20 MI Public Power Agency	\$ 193,492.66

ACH Sub-Total: \$ 361,184.71

Huntington National Bank Total: \$ 1,342,913.20

CHARLEVOIX STATE BANK - CHECKS ISSUED (PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/03/20 Tax Disbursement	\$ 643,406.90
Charlevoix State Bank Total:	\$ 643,406.90

Grand Total: \$ 1,986,320.10

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
02/15/2020	PC	02/21/2020	30181	HEYDLAUFF, MARK L.	102		2,724.04
02/15/2020	PC	02/21/2020	30182	GOLDING, JOYCE M.	106		1,842.02
02/15/2020	PC	02/21/2020	30183	DEROSIA, PATRICIA E.	107		1,345.02
02/15/2020	PC	02/21/2020	30184	DOTSON, LINDSEY J.	109		1,391.56
02/15/2020	PC	02/21/2020	30185	KLOOSTER, ALIDA K.	121		1,723.23
02/15/2020	PC	02/21/2020	30186	GOLOVICH, KAREN J.	122		985.70
02/15/2020	PC	02/21/2020	30187	BARNEVELD, RICHELLE	123		1,140.77
02/15/2020	PC	02/21/2020	30188	SPENCLEY, PATRICIA L.	136		1,601.10
02/15/2020	PC	02/21/2020	30189	MCGINN, KELLY A.	146		2,042.31
02/15/2020	PC	02/21/2020	30190	LAVENDER, JOSEPH E.	153		1,695.44
02/15/2020	PC	02/21/2020	30191	DOAN, GERARD P.	201		2,358.46
02/15/2020	PC	02/21/2020	30192	UMULIS, MATTHEW T.	205		1,191.70
02/15/2020	PC	02/21/2020	30193	HANKINS, SCOTT A.	208		1,735.74
02/15/2020	PC	02/21/2020	30194	ORBAN, BARBARA K.	209		1,147.36
02/15/2020	PC	02/21/2020	30195	FLICKEMA, ANDREW M.	211		1,507.10
02/15/2020	PC	02/21/2020	30196	RILEY, DENISE M.	213		475.41
02/15/2020	PC	02/21/2020	30197	MUNK, CHRISTOPHER J.	215		1,274.59
02/15/2020	PC	02/21/2020	30198	MATELSKI, KRISTEN L.	230		1,299.58
02/15/2020	PC	02/21/2020	30199	WURST, RANDALL W.	411		1,114.49
02/15/2020	PC	02/21/2020	30200	MAYER, SHELLEY L.	412		1,606.20
02/15/2020	PC	02/21/2020	30201	HILLING, NICHOLAS A.	413		1,677.62
02/15/2020	PC	02/21/2020	30202	MEIER III, CHARLES A.	421		1,490.54
02/15/2020	PC	02/21/2020	30203	ZACHARIAS, STEVEN B.	422		1,281.76
02/15/2020	PC	02/21/2020	30204	NEWMAN, MARK J.	424		797.01
02/15/2020	PC	02/21/2020	30205	SWEM, DONALD L.	512		2,025.14
02/15/2020	PC	02/21/2020	30206	EATON, BRAD A.	515		2,350.57
02/15/2020	PC	02/21/2020	30207	WILSON, TIMOTHY J.	516		2,098.86
02/15/2020	PC	02/21/2020	30208	LAVOIE, RICHARD L.	519		2,225.14
02/15/2020	PC	02/21/2020	30209	STEVENS, BRANDON C.	521		2,573.01
02/15/2020	PC	02/21/2020	30210	DRAVES, MARTIN J.	523		2,479.55
02/15/2020	PC	02/21/2020	30211	ANDERSON, ELIZABETH	526		1,234.58
02/15/2020	PC	02/21/2020	30212	KENWABIKISE, DAVID L.	528		1,097.59
02/15/2020	PC	02/21/2020	30213	ELLIOTT, PATRICK M.	600		2,333.20
02/15/2020	PC	02/21/2020	30214	SCHWARTZFISHER, JOS	603		1,582.75
02/15/2020	PC	02/21/2020	30215	BRADLEY, KELLY R.	614		1,596.60
02/15/2020	PC	02/21/2020	30216	HART II, DELBERT W.	616		1,521.47
02/15/2020	PC	02/21/2020	30217	JONES, ROBERT F.	618		1,584.03
02/15/2020	PC	02/21/2020	30218	FARRELL, MITCHELL L.	622		1,333.65
02/15/2020	PC	02/21/2020	30219	THORP JR, WILLIAM D.	623		1,410.79
02/15/2020	PC	02/21/2020	30220	LEITNER, RYAN S.	624		1,426.57
02/15/2020	PC	02/21/2020	30221	FERGUSON, ROYCE L.	625		1,361.01
02/15/2020	PC	02/21/2020	30222	KNORR, KENT J.	700		1,920.23
02/15/2020	PC	02/21/2020	30223	ANZELL, BETH A.	702		1,068.07
02/15/2020	PC	02/21/2020	30224	BOSS, SHERRY M.	730		394.29
02/15/2020	PC	02/21/2020	30225	DOE-NIMPHIE, SETH K.	738		202.06
02/15/2020	PC	02/21/2020	30226	REDMAN, SEAN M.	739		155.20
02/15/2020	PC	02/21/2020	30227	PORATH, JACOB P.	741		174.27
02/15/2020	PC	02/21/2020	30228	WHITLEY, NICHOLAS J	742		105.72
02/15/2020	PC	02/21/2020	30229	HAGEN, MADISON L.	752		60.95
02/15/2020	PC	02/21/2020	30230	WHITE III, MARCUS W.	754		341.07
02/15/2020	PC	02/21/2020	30231	BERTINELLI, DAVID P.	764		374.43
02/15/2020	PC	02/21/2020	30232	FOSTER, WILLIAM P.	765		424.65
02/15/2020	PC	02/21/2020	30233	MATTACK, JEFFREY C.	767		520.22
02/15/2020	PC	02/21/2020	30234	MATTACK, ANNE E.	768		639.33
02/15/2020	PC	02/21/2020	30235	MAY, MEREDITH A.	771		111.00
02/15/2020	PC	02/21/2020	30236	DOE-NIMPHIE, MASON K.	776		370.76
02/15/2020	PC	02/21/2020	30237	BOSS, BEAU J.	788		1,139.01

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/15/2020	PC	02/21/2020	30238	WYMAN, MATTHEW A.	927		1,614.05
02/15/2020	PC	02/21/2020	30239	MILLER, WILLIAM S.	933		937.29
02/15/2020	PC	02/21/2020	30240	DOUGLAS, MARK	935		951.46
02/15/2020	PC	02/21/2020	30241	PRIOR, ERIN C.	938		928.35
02/15/2020	PC	02/21/2020	30242	CERTA, BRIAN	939		517.07
02/15/2020	PC	02/21/2020	30243	MCMULLEN, DONALD R.	1000		1,690.61
02/15/2020	PC	02/21/2020	30244	SILVA, JESSE L.A.	1001		1,690.07
02/15/2020	PC	02/21/2020	30245	JOHNSON, MELISSA A.	1004		1,240.79
02/15/2020	PC	02/21/2020	30246	STEPHENS, LYON G.	1005		1,765.62
02/15/2020	PC	02/21/2020	30247	STEVENS, JEFFREY W.	1028		275.58
02/15/2020	PC	02/21/2020	30248	RILEY, CASEY W.	1052		467.30
02/15/2020	PC	02/21/2020	30249	JONES, LARRY M.	1057		741.00
02/15/2020	PC	02/21/2020	30250	FLORE, ROBERT A.	1058		612.99
02/15/2020	PC	02/21/2020	30251	MATZ, EMILY S.	1059		1,386.19
02/15/2020	PC	02/21/2020	30252	MOYER, DAVID T.	1073		291.82
02/15/2020	PC	02/21/2020	30253	WHEELER, MICHAEL W.	1103		1,670.58
02/15/2020	PC	02/21/2020	30254	CORNELL, BRITTA J.	1106		179.16
02/15/2020	PC	02/21/2020	30255	MISHLER, MICHAEL. J.	1107		1,806.25
02/15/2020	PC	02/21/2020	30256	AZZOPARDI, ANTHONY J.	1108		1,684.42
02/15/2020	PC	02/21/2020	30257	DEKORNE, ELIZABETH A.	1109		464.98
02/15/2020	PC	02/21/2020	30258	MCCRANEY, RUSSELL R.	1111		447.50
02/15/2020	PC	02/21/2020	30259	DIETZ, AMANDA M.	1115		817.96
02/15/2020	PC	02/21/2020	30260	WELLS, JANINNA J.	1117		42.28
02/15/2020	PC	02/21/2020	30261	MOYER, NATHAN I.	1118		650.14
02/15/2020	PC	02/21/2020	129535	WHITLEY, ANDREW T.	522		1,984.17
02/15/2020	PC	02/21/2020	129536	MORRISON, KEVIN P.	601		1,317.25
02/15/2020	PC	02/21/2020	129537	BOSS JR, DALE E.	701		1,529.38
02/15/2020	PC	02/21/2020	129538	HILLIGAN, ABIGAIL B.	769		302.55
02/15/2020	PC	02/21/2020	129539	MATTER, DAWSON K.	786		153.29
02/15/2020	PC	02/21/2020	129540	HOLM, ARTHUR R.	791		1,178.99
Grand Totals:			87				103,023.61

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
02/15/2020	02/21/2020	129549	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	932.01
02/15/2020	02/21/2020	129550	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
02/15/2020	02/21/2020	129550	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	505.90
02/15/2020	02/21/2020	129551	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 2/15/2	90.00
02/15/2020	02/21/2020	129552	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,172.00
02/15/2020	02/21/2020	129553	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	175.00
02/15/2020	02/21/2020	129554	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	659.38
02/15/2020	02/21/2020	129555	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	233.30
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 2/15/	39.61
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 2/15/20	4.00
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.32
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 2/15	6.83
02/15/2020	02/21/2020	129556	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 2/15/2	2.59
02/15/2020	02/21/2020	129557	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,433.15
Grand Totals:		15				5,631.02

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Check Number	Payee	Amount
03/03/2020		
129573	5 ALARM FIRE & SAFETY	26,871.00
129574	AIRGAS USA LLC	136.06
129575	ALTEC INDUSTRIES INC	2,882.52
129576	AMERICAN WASTE INC.	806.76
129577	ANDERSON, ELIZABETH A.	50.00
129578	ANZELL, BETH A.	50.00
129579	AT YOUR SERVICE PLUS INC	345.00
129580	AVFUEL CORPORATION	20,675.33
129581	BELL EQUIPMENT COMPANY	693.27
129582	BRADFORD'S	61.75
129583	CENTRAL DRUG STORE	29.37
129584	CHARLEVOIX STATE BANK	969.75
129585	CHERRY REPUBLIC	75.00
129586	CINTAS	30.00
129587	CRYSTAL FLASH ENERGY	1,028.57
129588	CUMMINS BRIDGEWAY LLC	863.25
129589	DeROSIA, PATRICIA E.	50.00
129590	DITCH WITCH SALES OF MICHIGAN	5,860.04
129591	DOAN, GERARD P.	50.00
129592	DORNBOS SIGN INC.	1,250.82
129593	DOTSON, LINDSEY J.	119.99
129594	EDGEWATER RESOURCES LLC	2,835.92
129595	EJ USA INC.	546.84
129596	ELECTIONSOURCE	856.29
129597	ELLIOTT, PATRICK M.	50.00
129598	ELLSWORTH FARMER'S EXCHANGE	1,018.02
129599	EMERGENCY MEDICAL PRODUCTS IN	234.86
129600	ETNA SUPPLY	150.00
129601	FAMILY FARM & HOME	329.31
129602	FASTENAL COMPANY	4.14
129603	FEYEN ZYLSTRA LLC	38,996.93
129604	GBS INC.	285.55
129605	GOLDING, JOYCE M.	50.00
129606	GORDON FOOD SERVICE	229.44
129607	GRAINGER	1,100.64
129608	GRP ENGINEERING INC.	1,094.80
129609	HALVERSON, DENNIS	78.00
129610	HANKINS, SCOTT A.	50.00
129611	HEYDLAUFF, MARK L.	50.00
129612	HYDRO CORP	539.50
129613	INDEPENDENT DRAFTING SERVICES	1,406.00
129614	INDUSTRIAL MARKETING	36.94
129615	JOHNSON, MELISSA A.	50.00
129616	KLOOSTER, ALIDA K.	50.00
129617	KLOOSTER, PATRICK H.	50.00
129618	KNORR, KENT J.	50.00
129619	KODIAK EMERGENCY VEHICLES	360.72
129620	LASER PRINTER TECHNOLOGIES	449.00

Check Number	Payee	Amount
129621	LAVENDER, JOSEPH E.	50.00
129622	LEMON, THOMAS	55.00
129623	LUTTRELL WELL DRILLING INC.	3,310.00
129624	MACGREGOR PLUMBING & HEATING	1,118.00
129625	MAYER, SHELLEY L.	50.00
129626	McGINN, KELLY A.	50.00
129627	MCMULLEN, DONALD R.	50.00
129628	MILLER, WILLIAM S.	50.00
129629	MUNSON HEALTHCARE CHARLEVOIX	305.00
129630	MURRAY'S CREATIONS	110.00
129631	NORTHERN CREDIT SERVICES	200.89
129632	NORTHWEST FIRE	371.00
129633	NYSTROM, JIM	450.00
129634	PAUL'S METER TESTING LLC	3,082.00
129635	PHYSICIAN'S CLINIC OF CHARLEVOIX	391.00
129636	PLUNKETT & COONEY	2,146.54
129637	POSTMASTER	144.90
129638	POWER LINE SUPPLY	1,161.31
129639	PRESTON FEATHER	34.31
129640	PRO WEB MARKETING LLC	20.00
129641	PURITY CYLINDER GASES INC	192.26
129642	QUALITY CAR & TRUCK REPAIR INC	80.71
129643	QUILL CORP	541.87
129644	SIGNATURE FORD L-M	46,256.00
129645	SILVA, JESSE L.A.	50.00
129646	SPARTAN STORES LLC	54.47
129647	STATE OF MICHIGAN	95.00
129648	STEPHENS, LYON G.	50.00
129649	SWEM, DONALD L.	50.00
129650	TELE-RAD INC	98.38
129651	THE BANK OF NEW YORK MELLON N.	503,807.03
129652	UNIFIRST CORPORATION	337.72
129653	US BANK	113,100.00
129654	USA BLUE BOOK	440.21
129655	UTILITIES INSTRUMENTATION SERVI	5,809.00
129656	VILLAGE GRAPHICS INC.	10.00
129657	WORK & PLAY SHOP	75.12
129658	WURST, RANDALL W.	50.00
129659	WYMAN, MATTHEW A.	50.00
Total 03/03/2020:		798,149.10
Grand Totals:		798,149.10

Check Number	Payee	Amount
02/18/2020		
21820001	MICHIGAN PUBLIC POWER AGENCY	29,478.71
Total 02/18/2020:		29,478.71
Grand Totals:		29,478.71

Check Issue Date	Check Number	Payee	Amount
22120001			
02/21/2020	22120001	**EFTPS* Payroll Taxes	9,864.30
02/21/2020	22120001	**EFTPS* Payroll Taxes	9,864.30
02/21/2020	22120001	**EFTPS* Payroll Taxes	2,306.94
02/21/2020	22120001	**EFTPS* Payroll Taxes	2,306.94
02/21/2020	22120001	**EFTPS* Payroll Taxes	13,427.51
Total 22120001:			
	5		37,769.99
22120002			
02/21/2020	22120002	Alerus Financial	350.00
Total 22120002:			
	1		350.00
22120003			
02/21/2020	22120003	STATE OF MICHIGAN	5,645.10
Total 22120003:			
	1		5,645.10
22120004			
02/21/2020	22120004	Vantagepoint - 401 Plan 109153	858.02
Total 22120004:			
	1		858.02
22120005			
02/21/2020	22120005	Vantagepoint - 457 Plan 300959	5,432.92
02/21/2020	22120005	Vantagepoint - 457 Plan 300959	1,899.52
02/21/2020	22120005	Vantagepoint - 457 Plan 300959	4,098.85
02/21/2020	22120005	Vantagepoint - 457 Plan 300959	7,809.75
Total 22120005:			
	4		19,241.04
22120006			
02/21/2020	22120006	Vantagepoint - Roth IRA 706117	1,286.52
Total 22120006:			
	1		1,286.52
Grand Totals:			
	13		65,150.67



Check Number	Payee	Amount
02/21/2020		
22120007	MERS	52,532.38
Total 02/21/2020:		52,532.38
Grand Totals:		52,532.38

Check Number	Payee	Amount
02/24/2020		
22420001	MICHIGAN PUBLIC POWER AGENCY	20,530.29
Total 02/24/2020:		20,530.29
Grand Totals:		20,530.29

Check Number	Payee	Amount
02/25/2020		
22520001	MICHIGAN PUBLIC POWER AGENCY	193,492.66
Total 02/25/2020:		193,492.66
Grand Totals:		193,492.66

Check Number	Payee	Amount
03/03/2020		
3391	CHARLEVOIX COUNTY TREASURER	870.22
3392	CHARLEVOIX COUNTY TREASURER	550.58
3393	CHARLEVOIX COUNTY TREASURER	171,158.76
3394	CHARLEVOIX DISTRICT LIBRARY	115,543.82
3395	CHARLEVOIX PUBLIC SCHOOLS	718.61
3396	CHARLEVOIX PUBLIC SCHOOLS	308.28
3397	CHARLEVOIX PUBLIC SCHOOLS	85.63
3398	CHARLEVOIX PUBLIC SCHOOLS	59.93
3399	CHARLEVOIX PUBLIC SCHOOLS	25.68
3400	CHARLEVOIX-EMMET ISD	253,427.33
3401	CITY OF CHARLEVOIX - TAXES DUE	75,312.57
3402	RECREATIONAL AUTHORITY	22,388.55
3403	STATE OF MICHIGAN	2,956.94
Total 03/03/2020:		643,406.90
Grand Totals:		643,406.90

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Vendor Managed Inventory Alliance

DATE: March 2, 2020

PRESENTED BY: Don Swem, Electric Department

BACKGROUND:

The Electric Department is proposing to start a Vendor Managed Inventory Alliance with Power Line Supply (PLS) out of Reed City Michigan to take care of our inventory. We currently attempt to get three competing prices for inventory items that we purchase but end up buying more than 90% of our inventory parts from PLS due to them almost always being the low bidder. By creating an alliance with them it would save our department an awful lot of time that is spent contacting vendors and getting prices every time we need to buy parts.

The arrangements are being made such that if Council approves this Alliance then PLS will come on site in late March to assist with moving all of our inventory from the existing building to the new storage building currently under construction. At that time we will count the inventory and enter all of the existing items into the software provided by PLS, and from then on PLS will track and replenish the inventory items according to our instructions. In other words, if we hit the minimum level for an inventory item then PLS will automatically replenish the inventory. We will have the opportunity each time to approve or disapprove the order. The price they charge us will be based on their average price for that item plus a 13% markup to cover their costs. Each item they provide will be priced based on at least three quotes that PLS receives which will meet our normal purchase requirements of getting three competitive bids (the advantage being that PLS can normally get better bid prices than we can and we will be benefitting from that). Some other advantages expected from this arrangement are that we should be able to reduce the size of our inventory over time and become more efficient in our purchasing and planning. The software package that PLS is providing for this Alliance will be able to be used as a replacement for our current system of tracking time, equipment and materials for our work orders. This should help simplify the billing process and keep better track of our inventory. Several other cities in the state already have Virtual Managed Inventory Alliances with PLS including Marquette, Hart and Zeeland.

The initial term of the agreement is three years with the condition that if the City terminates the agreement within the first 18 months we would be responsible for a 10% penalty to cover some of their initial implementation costs. After that either party can terminate the Alliance with 60 days notice. The City Attorney has reviewed the Agreement and made some changes that were incorporated.

RECOMMENDATION:

Motion to approve the Vendor Managed Inventory Alliance with Power Line Supply of Reed City, MI and authorize the City Manager to sign all necessary documents.

ATTACHMENTS:

- ▢ Alliance Agreement

VENDOR MANAGED INVENTORY ALLIANCE

POWER LINE SUPPLY COMPANY AND THE CITY OF CHARLEVOIX

This document is to confirm the formation of a Strategic ("Alliance") between Power Line Supply Company (PLS) and The City of Charlevoix. It establishes the basis for an understanding which ensures mutual trust and understanding between the companies, the objective of which will be to improve the operating efficiencies and reduce operating costs in the management of inventory. Material will be provided through PLS utilizing PLS e-commerce tools.

I. OPERATIONAL TEAMS

Based on the team concept philosophy, the Alliance shall be structured around an Operations and Management with representatives from both PLS and the City of Charlevoix,

Alliance Operations &
Management Team

Matt_Rondy@uscco.com Phone # 1-231-250-4339

Power Line Supply:

**Matt Rondy
Gary Patterson
Vicky Smith**

City Of Charlevoix

Don Swem, Liz Anderson

Alliance Support Team
PLS Staff
PLS Driver Storekeeper
City of Charlevoix

OBJECTIVES

Our companies have jointly identified specific objectives to be achieved by this Alliance.

Power Line Supply's Objectives Include:

- Provide a service level of 95%
- Develop trend analysis
- Provide all mutually agreed upon material
- Provide performance reporting
- Support City of Charlevoix reporting requirements
- Provide periodic suggestions to adjust min/max inventory levels.
- Move existing Warehouse to new Warehouse and help set up.

City of Charlevoix Objectives Include:

- Provide accurate and timely usage information via the PLS Bar Code Scanners
- Provide Construction Planning Information with enough advance notice to avoid lead time problems
- Provide help setting up of new warehouse

Joint Objectives:

- Develop if necessary electronic commerce procedures.
- Provide usage forecasts to assure peak performance
- Mutually agree on any procedure changes
- Mutual agreement on delivery schedule

The Alliance Team will meet as needed to ensure sustained progress is being made toward the objectives listed above and any other objectives that are agreed upon.

II. INFORMATION EXCHANGE

To achieve the objectives of the Alliance, certain information will have to be shared. Each company will use this information in strict confidence. Information to be shared will include but not be limited to:

From Power Line Supply:

- Material acquisition costs
- Ordering and delivery schedules
- Material recommendations
- Visibility of inventory
- Customer Advantage Reports

From the City of Charlevoix:

- Material Forecasts
- Specification Changes
- Usage and Inventory Management Information
- Critical Material List for storm support

III. TERMS AND CONDITIONS

1. PLS will provide delivery weekly or as agreed, in order to minimize freight cost while maintaining satisfactory fill rates. Freight will be billed at actual cost.
2. The City of Charlevoix will provide all the necessary equipment to unload material such as a fork truck or a digger truck.

3. PLS will provide the right to use a licensed version of the PLS VMI Barcode software and 1 scanner to The City of Charlevoix. This software will be used to capture data via the scanners and provide the necessary VMI services.
4. Payment terms will be net 30 days for each summary invoice that will generate once a month.
5. Pricing will be at a weighted PLS system moving average acquisition cost plus initially at 13% on PLS VMI stock items. Any price adjustment will be added to this agreement in an addendum that will be signed and dated by both parties.
6. Any direct shipments (per line item) will be billed at 5% above acquisition cost.
7. Damaged material will be the responsibility of the respective damaging party. If PLS damages material or a box contains concealed damage PLS will be responsible for the damaged material when City of Charlevoix inspects shipment at time of delivery. If City of Charlevoix damages material, City of Charlevoix will be invoiced for any damaged material at the weighted PLS system moving average acquisition cost plus the current % markup.
8. Returned Material – All returns require an RMA to be provided by PLS. All returns must be reviewed by PLS staff to determine the amount of the credit back to Charlevoix. Material considered stock will be credited to Charlevoix at 100% minus a 15% restocking fee. All non-stock material will be credited based on final settlement with the producing Manufacturer minus a 15% restocking fee. Any returns due to errors by PLS will be credited at 100%, however still require an RMA.
9. Upon termination, the party that terminates the contract will be responsible for all items that are non-stock at Reed City exclusively for use by City of Charlevoix. At the end of the contract, the party that terminated the contract is responsible for up to the maximum inventory level requested by the city at the weighted PLS system moving average acquisition cost plus the current % markup. If City of Charlevoix and Power Line Supply both mutually agree to terminate the contract the cost of non-stock items will be split between both parties. Termination initiated by City of Charlevoix within the first 18 months will incur a penalty of 10% to cover PLS' implementation costs.

IV. TERM OF AGREEMENT

This agreement shall become effective on _____ 2020 and shall remain in effect for a minimum of three years. If either party has an alliance performance issue that they feel is substantial enough to jeopardize the continuance of this alliance, a written request for review needs to be submitted to the entire Alliance Leadership Team giving them 30 days to review and establish corrective action. If both parties mutually agree in writing that the continuance of this alliance agreement should be terminated, an early termination will be granted in accordance with the termination terms and conditions of the alliance agreement. At the conclusion of the initial three-year period, termination by

either party requires 60 days' advance written notice to Power Line Supply and or City of Charlevoix to terminate the contract. This agreement will automatically be renewed annually for another three year term until either party initiates a termination pursuant to the terms of this agreement.

V. CONFIDENTIALITY

The parties acknowledge that they may, in the course of performing their respective obligations under this Agreement, be exposed to or acquire information, which is confidential or proprietary to the other. This shall apply, but not necessarily limited to, financial information, customer lists, marketing plans/strategies and other business data that the parties must have to pursue mutually beneficial business and business discussions. The party exposed to or acquiring such information hereby agrees to hold such information in strict confidence and not to disclose such information for any purpose what so ever other than the performance of its obligations as contemplated by this Agreement and to advise each of its employees, agents, contractors, or subcontractors who may be exposed to such proprietary information of his/her obligation to keep such information confidential. Additionally, it is understood that the freedom of information act supersedes any agreement between PLS and City of Charlevoix.

In no event is this Alliance to be interpreted as a partnership or joint venture. Power Line Supply and City of Charlevoix are independent contractors. Neither Power Line Supply nor City of Charlevoix shall make any agreements representations or guarantees in the name of, or on behalf of, the other party to this Alliance, or any representation that their relationship is other than that of independent contractors.

VI. MISCELLANEOUS

This Agreement is the complete understanding between the parties, and it shall supersede all prior agreements. The Agreement may be enforced in according to the laws of Michigan, and the parties stipulate to jurisdiction and venue for any dispute in Charlevoix County Circuit or District Court.

Power Line Supply Co.
Gary Patterson – Vice President

The City of Charlevoix

Date

Date

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Purchase Electric Department Bucket Truck: \$226,986

DATE: March 2, 2020

BACKGROUND:

The Electric Department has a 2008 Terex Bucket Truck that needs to be replaced. The lead time on these trucks is well over a year so we need to get a replacement truck on order very soon.

An Altec Bucket Truck is available through the MiDEAL program. The MiDEAL program means the State of Michigan has already held competitive bids for this type of Bucket Truck, and this has resulted in a successful low bidder with contract prices that any member of MiDEAL can now take advantage of. I have asked Altec to provide us with a quote for the new truck under the MiDEAL pricing, which is attached.

The bid price for the truck is \$ 226,986. This would make our third Altec truck as they continue to be the low bidder for the state. We have been satisfied enough with Altec to continue with their trucks. The truck is budgeted in the Motor Pool.

RECOMMENDATION:

Motion to authorize the purchase of a new Bucket Truck from Altec for a price of \$226,986.

ATTACHMENTS:

- ▣ Quote

February 27, 2020
Our 91st Year**Ship To:**CITY OF CHARLEVOIX
229 STOVER
CHARLEVOIX, MI 49720
US**Bill To:**CITY OF CHARLEVOIX
210 STATE STREET
CHARLEVOIX, MI 49720-0000
United StatesAttn:
Phone:
Email:**Altec Quotation Number:** 607768 - 8
Account Manager: Nathan Alan Guetzko
Technical Sales Rep: Joe Kedanis

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AA55E Articulating Non-Overcenter Aerial Device with a fiberglass upper boom and fiberglass insulator in the lower boom and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 55.1 ft at 10.0 ft from centerline of rotation (16.8 m at 3 m) B. Working Height: 60.1 ft (18.3 m) C. Maximum reach to edge of platform: 43.1 ft at 28.6 ft platform height (13.1 m at 8.7 m) D. Rotation: Continuous E. Upper Boom Articulation: 0 to 173 degrees. Insulator provides a minimum of 162 in (411 cm) of isolation. F. Lower Boom Articulation: 0 to 120 degrees. Insulator provides a minimum of 24 in (610 mm) of isolation. G. Lower Boom Stow Protection: To help prevent excessive down pressure by boom structures when stowing. H. The Altec ISO-Grip System (U.S. Patent No. 7,416,053) includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle is a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary control covers are non-tested blue silicon covers. The control console in non-tested non-metallic control console plate. The boom tip covers are non-tested non metallic and are not dielectrically tested, but they may provide some protection against electrical hazards. I. Lower Controls: A lower control station is located on the curb side of the turntable with the control valves under a protective cover. A selector valve at the lower control station is provided to override the upper controls. J. Platform Leveling System: The platform is leveled by a single leveling chains with fiberglass rods in lower and upper boom, designed to maintain the dielectric	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	integrity of the aerial device. Controls for tilting the platform are located at the platform. The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure.		
K.	Control Purging System: The hydraulic system contains a continuous automatic purge feature, which provides for oil flow through the control system, to eliminate trapped air. This feature is operational any time the selector at the lower controls is in the upper control position and the pump is operating.		
L.	Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.		
M.	Upper Boom Compensation: Hydraulically compensated upper boom controlled through the main control valve pilot system. Booms are compensated from upper controls with the ability to independently control the upper boom. From lower controls the booms can be operated individually without compensation. A non-overcenter system monitors the position of the upper boom and when activated disables both the pilot system and main boom spools.		
N.	Unit meets or exceeds ANSI 92.2 standards.		
2.	375 - Automatic stow system	1	
3.	220- Single two-man end mount 24x48x42 180 degree rotator	1	
4.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1	
5.	Electric Over Hydraulic Outrigger Controls	1	
6.	315 Engine start/stop with Secondary Stowage System, 12 VDC electric powered. Includes auxiliary pump and electric motor, powered by the chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the engine, PTO or pump fails.	1	
7.	320 - Category B 46 kV and below	1	
8.	470 - Outrigger X-Frame with fold-up shoe - 174 inch max spread	1	
9.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread outside to outside of shoe.	1	
10.	313 Lower boom lifting eye provides from 800 pounds (362.0 kg) capacity at 0 degrees to 2,000 pounds capacity at lower boom angles greater than 60 degrees	1	
11.	Custom unit color (specify color code). Red - To Match Chassis NAV 2303	1	
12.	Additional Unit Option - Reverse Bucket Rotation Controls around boom tip from standard directions. Label/Decal should reflect change.	1	
13.	Custom Option 32" long grab rail installed on lower boom to aid in bucket access.	1	
14.	Custom Option in/out step installed on platform	1	
15.	Custom Option 5 Custom pedestal of 23.25 inches. Reference DJ 30409704	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Unit & Hydraulic Acc.</u>			
16.	Unit Installation Components.	1	
17.	Scuff Pad, 24" x 48", With Step (For use with Platform Liner)	1	
18.	AA/AN 50/55/50E/55E/60/60E AN46-OC/50-OC/55-OC/46E-OC/50E-OC/55E-OC Subbase	1	
19.	Insert Subbase Stop At 10'	1	
20.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear	1	
21.	Additional Reservoir Option 30 gallon rectangular tank mounted against wall on streetside line body, mounted in front of the pedestal.	1	
22.	Kendall Glacial Blu Hydraulic Oil (Meets MilSpec 5606).	35	
23.	Standard Pump For PTO	1	
24.	Hot shift PTO for automatic transmission	1	
25.	Muncie PTO (Altec Standard)	1	
26.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
27.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
28.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
29.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return) Install flat face couplers with dust caps and include flow restrictor. Install to the CS of Marker lights per reference build.	1	
30.	Additional Unit/Hydraulic Accessory shut off valves in suction and return lines	1	
<u>Body</u>			
31.	Altec Osceola	1	
32.	Fiberglass Body	1	
33.	Altec Standard Fiberglass Body Specifications	1	
A.	Molded Fiberglass Side Compartments		
B.	Reinforced, Double-Laminated Doors		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	C. Heavy Duty Stainless Steel Hinges Installed On Doors		
	D. Heavy Duty Strikers Installed On Body For Door Latches		
	E. Automotive-Type Bulb Gasket Door Seal		
	F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout		
	G. Extruded Aluminum Drip Rail		
	H. Fiberglass Bulkheads Installed Between Compartments		
	I. Drains Installed In Each Compartment		
	J. Body To Be Vented		
34.	Aerial Service Line With Step (ASLS)	1	
35.	Gelcoat Finish Entire Body. International Harvester 2303 Red.	1	
36.	Approximate Body Length (Engineering to Determine Final Length) 180 inches	1	
37.	94" Body Width	1	
38.	48" Body Compartment Height	1	
39.	18" Body Compartment Depth	1	
40.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
41.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	
42.	Aluminum Gripstrut On Curbside Compartment Tops (Preferred for Walking Surfaces) Rearward of the walkway only. Do not apply gripstrut on body top where reel will be on top of rear vertical on CS.	1	
43.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	9	
44.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
45.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
46.	Standard Master Body Locking System, For Use With An Access Step	9	
47.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
48.	Cable Holders On All Horizontal Doors	1	
49.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	
50.	Fiberglass Hotstick Shelf Extending From Rear Of Second Vertical To Rear Of Body On Streetside	1	
51.	Two Hotstick Brackets On Streetside	1	
52.	Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
53.	Custom Body Floor Material/Size Aluminum Smooth floor, 3/16 inch thick	1	
54.	Custom Body Frame Material/Size 4 inch aluminum, notched	1	
55.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Option) - Left Wall		
56.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	3	
57.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
58.	Custom 1st Vertical (SS) Compartmentation Vertical to be 21 inches wide.	1	
59.	2nd Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	3	
60.	Custom 2nd Vertical (SS) Compartmentation Vertical to be 30 inches wide	1	
61.	3rd Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	3	
62.	Custom 3rd Vertical (SS) Compartmentation Vertical to be 27 inches wide.	1	
63.	1st Horizontal (SS) - Vacant 60" wide	1	
64.	Rear Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
65.	Custom Rear Vertical (SS) Compartmentation This truck has two rear verticals. compartment next to horizontal - 21"W Outrigger housing Adjustable fiberglass shelf With Removable Dividers On 4" Centers Rearmost compartment - 21"W one adjustable shelf adjustable locking swivel hooks 0-0-3	1	
66.	1st Vertical (CS) - Adjustable Fiberglass Shelf With No Dividers	1	
67.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
68.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	3	
69.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
70.	1st Vertical (CS) - Dri-Dek Installed On Compartment Floor	1	
71.	Custom 1st Vertical (CS) Compartmentation 27"W	1	
72.	2nd Vertical (CS) - Aluminum Gripstrut Access Steps With Two (2) Aluminum Sloped Grab Handles	1	
73.	3rd Vertical (CS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	4	
74.	1st Horizontal (CS) - Adjustable Fiberglass Shelf With No Dividers	1	
75.	1st Horizontal (CS) - Fixed Fiberglass Shelf With No Dividers On Bottom of Compartment	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
76.	Custom 1st Horizontal (CS) Compartmentation 60 inches wide	1	
77.	Rear Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
78.	Custom Rear Vertical (CS) Compartmentation This truck has two rear verticals One next to horizontal - 21"W Outrigger housing Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers Rearmost vertical - 21"W Adjustable locking swivel hooks 1-3-1	1	
79.	1/8" Aluminum Wheel Well Liners	1	
80.	Aluminum Treadplate Cargo Liner On Walls To include cargo walls, and bulkhead. To be full width and height of body including bulkhead.	1	
81.	Body Frame Designed For Cross Members To Stub Into The Sides Of The Subbase Allowing The Floor To Sit Directly On The Subbase Notch body crossmembers to bring deck height as low as possible. As close to 45 inches from the ground as possible.	1	
82.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
83.	Custom Tailshelf, Unpainted Aluminum 20 inch long aluminum tailshelf with aluminum treadbrite floor.	1	
84.	Custom Ladder Storage, Unpainted Aluminum Aluminum Open Top Ladder Rack approximately 144"L x 19"W I.D. installed on top of streetside body. Include rear roller and tie down strap, top of ladder box to be open. Reference previous build.	1	
85.	Inverter Storage In Remote Unpainted Aluminum Enclosure, Located Outside Of Body Compartments With Provisions For Remote GFCI Receptacle In Curbside 1st Vertical	1	
86.	Battery Storage In Remote Unpainted Aluminum Enclosure, Located Outside Of Body Compartments Altec recommended location	1	
87.	Additional Body Option Stainless steel fasteners for non structural components.	1	
88.	Additional Body Option Undercoat body.	1	
89.	Additional Body Option Customer will be installing a box at the front of the cargo area. They need 24 inches from the bulkhead.	1	
90.	Additional Body Option Aluminum treadplate to be installed under reels attached to body.	1	

Body and Chassis Accessories

91.	Cabguard Required, Mounted on Front Bumper - Do not include perimeter around top of cab guard. Do not reference 970547905. Use standard cab guard.	1	
92.	Rear Window Guard, 62" L x 20" H	1	
93.	ICC (Underride Protection) bumper with integral fixed Grip Strut steps on curbside and	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	streetside - Gripstrut section to be longer than 11" L x 7-1/2"W. The gripstrut should be flush with rear of truck. Reference DJ-30409704		
94.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11-Bolt T-Mount, Altec Preferred (T-125 Style)	1	
95.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
96.	Eyebolt For Trailer Breakaway Cable, 1/4 Inch	1	
97.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) This step and other two to be equally spaced. Aluminum construction.	1	
98.	Compartment Top Access Step from Body Floor Aluminum Gripstrut	1	
99.	Two Step Platform Access, Mounted To Turntable Single Platform Access Step, Mounted to Turntable, Extra Long Step to minimize distance between bucket and step. Reference DJ 30409704	1	
100.	Platform Rest, Rigid with Rubber Tube Swivel style rest.	1	
101.	Lower Boom Rest Weldment	1	
102.	Plastic Outrigger Pad, 24 x 22 x 1 Inch, Black With Handle	4	
103.	Pendulum Retainers For Outrigger Pad Holders	4	
104.	Custom Outrigger Pad Holder aluminum bolt on with retainer lip, 25" x 25" x 4.25" I.D. installed two each side under body.	4	
105.	Mud Flaps With Altec Logo (Pair)	1	
106.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	2	
107.	Slope Indicator Assembly For Machine With Outriggers	1	
108.	Post Style Cone Holder (Holds up to four 15"x15" large cones) Bolt on style, Altec recommended location	1	
109.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	4	
110.	Triangular Reflector Kit, Installed	1	
111.	10 LB Fire Extinguisher With Heavy Duty Bracket, Installed Install CS front of body per previous build.	1	
112.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<u>Electrical Accessories</u>			
113.	Compartment Lights Wired To Dash Mounted Master Switch	1	
114.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
115.	Custom Strobe Light Oval LED flashers installed in Blades Tow Right model BTR-10V light boxes or equivalent as follows: one each side at front of cab guard facing front one each side at rear of cab guard facing rear one each side at rear of cab guard facing the side one each side in light channel at the rear	1	
116.	Dual Tone Back-Up With Outtrigger Motion Alarm	1	
117.	Altec Standard Multi-Point Grounding System	5	
118.	Spring Loaded Grounding Reel, Aeromotive GR900 - Holds #2 GA, 1/0 GA, Or 2/0 GA Cable (Max 40 FT) Install top of rear vertical CS, payout CS.	1	
119.	Grounding Cable, 1/0 GA Yellow Jacketed Cable	40	
120.	Grounding Clamp, Bronze Tower Style With Serrated Jaws (Includes Ferrule and Heat Shrink Tubing)	1	
121.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
122.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1	
123.	PTO Hour Meter, Analog, with 10,000 Hour Display	1	
124.	Custom Electric Trailer Plug Velvac six prong trailer socket installed at rear	1	
125.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
126.	Inverter, 3600 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3600N) install in external inverter box. wire to a dash mounted master switch	1	
127.	Custom Inverter wire inverter to auxiliary battery.	1	
128.	Inverter Wired Ignition Hot with Dash Mounted Switch	1	
129.	The chassis and auxiliary battery separator compares voltage between chassis batteries and auxiliary batteries and disconnects chassis batteries from auxiliary batteries to protect chassis batteries from depleting with the use of an inverter.	1	
130.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) Install in external batter box	1	
131.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Altec recommended location	1	
132.	12 Volt Receptacles (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	install in chassis cab.		
133.	Electrical Cord Reel, Retractable, Includes 50' Of 12-3 Cord, Ball Stop, and Receptacle install on top of curbside first vertical, payout curbside	1	
134.	12 Volt Receptacle(s) Wired Ignition Hot	1	
135.	Install Remote Start/Stop system in Final Assembly.	1	
136.	Install Outrigger Interlock System	1	
137.	Installation and Programming of Chassis Control Interface	1	
138.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery Battery disconnect.	1	
139.	Additional Electrical Accessory Include two blank switches in switch panel for customer use	1	
140.	Additional Electrical Accessory Run wire from the blank on/off switches on dash to behind passenger seat for customer use - customer will install a two way radio speaker on one and a 12v fused power cord under the passenger seat for flashlight charger.	1	
141.	Additional Electrical Accessory Supply trickle charger	1	
142.	Additional Electrical Accessory Add batter disconnect	1	
<u>Finishing Details</u>			
143.	Custom paint. Paint metal components of unit, outriggers, and accessories Red to match chassis cab. Nav 2303.	1	
144.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
145.	Custom Cargo Coating Cargo and tailshelf floor.	1	
146.	English Safety And Instructional Decals	1	
147.	Vehicle Height Placard - Installed In Cab	1	
148.	Placard, Kendall Glacial Blue Hydraulic Oil	1	
149.	Dielectric test unit according to ANSI requirements.	1	
150.	Stability test unit according to ANSI requirements.	1	
151.	Completed Test Forms To Be Included In The Manual Pouch	1	
A.	Stability Test Form		
B.	Dielectric Test Form (For Insulated Units)		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
152.	DOT Certification Required City of Charlevoix.	1	
153.	Regional Build	1	
154.	Delivery Of Completed Unit	1	
155.	Inbound Freight	1	
156.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
157.	Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) Not to exceed 13 feet 6 inches	1	
158.	Additional Finishing Detail install a warning placard on dash that reads "This truck is equipped with a remote engine regeneration warning system. The horn will sound 3 times every 10 minutes when a Level 1 Manual Regeneration is required."	1	
159.	AA55E FA Installation	1	
<u>Chassis</u>			
160.	Chassis	1	
161.	Altec Supplied Chassis Diamond Logic Chassis	1	
162.	2021 Model Year	1	
163.	International MV607	1	
164.	4x2	1	
165.	120 Clear CA (Round To Next Whole Number)	1	
166.	Regular Cab	1	
167.	Chassis Cab	1	
168.	Other Chassis Color RED 2303	1	
169.	Chassis Wheelbase Length - 190	1	
170.	Cummins L9	1	
171.	300 HP Engine Rating	1	
172.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
173.	GVWR 33,000 LBS	1	
174.	13,000 LBS Front GAWR	1	
175.	Spring Suspension	1	
176.	21,000 LBS Rear GAWR	1	
177.	385/65R22.5 Front Tire	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
178.	11R22.5 Rear Tire	1	
179.	Air Brakes	1	
180.	Park Brake In Rear Wheels	1	
181.	07BKS - International Exhaust (Right-Horizontal-Undercab-Vertical) (Cummins Engine Only) - Rear Wheel Drive Applications	1	
182.	Diamond Logic	1	
183.	Diamond Logic Two (2) Switchpack with Two (2) Remote Power Modules Installed in Cab (60AAH)	1	
184.	16XJV - International Dash Cutout for Switch Panel	1	
185.	International - Disallow Regen while in PTO mode (13WEV)	1	
186.	Remote Engine Start/Stop with Emergency Pump Control (60ABD)	1	
187.	International Heavy Duty Tail Light Wiring (08HAB)	1	
188.	International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)	1	
189.	No Prewire Chassis	1	
190.	50-State Emissions	1	
191.	Clean Idle Certification	1	
192.	15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)	1	
193.	15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)	1	
194.	120,000 Yield Strength (PSI)	1	
195.	2 Chassis Batteries	1	
196.	1800 CCA Minimum (Preferred With Two Batteries)	1	
197.	Battery Under Cab Left Hand	1	
198.	Air Horn Under Cab	1	
199.	AM/FM Radio	1	
200.	Air Conditioning	1	
201.	Cruise Control	1	
202.	Keyless Entry	1	
203.	Power Door Locks	1	
204.	Power Windows	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
205.	Tilt Steering Wheel	1	

Additional Pricing

206.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	226,986.00
FET Total	0.00
Total	226,986.00

Altec Industries, Inc.

BY _____

Joe Kedanis

Notes:

- 1 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 2 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
- 3 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

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Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Interest charge of 1/2% per month to be added for late payment.

11 Any payment made by a credit card may be subject to a surcharge fee.

12 Delivery: 390 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This

will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 14 This quotation is valid until MAR 19, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.
- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 17 Please direct all questions to Nathan Alan Guetzko at (317) 872-3460

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: EMS-Stryker Power Load System

DATE: March 2, 2020

BACKGROUND:

We have implemented the Stryker Power Load System in two of our ambulances (53A4 and 53A1). The Power Load System improves the efficiency of the patient loading process by reducing the amount of lifting the EMS personnel have to manage. This will further enhance safety for both staff and patients.

RECOMMENDATION:

Motion to approve the purchase of a Stryker MTS Power Load System with funds received from the sale of fixed assets (old stretchers for \$12,700) and contributions from the Helen Open (\$ 11,036).

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Public Hearing: Conditional Rezone Request for 904 May Street

DATE: March 2, 2020

PRESENTED BY: Jonathan Scheel, Zoning Administrator

BACKGROUND:

This is a request for a Conditional Rezone of a large R-1 Single Family lot located at 904 May Street to R-4 Multi Family High Density. The subject property is in the R-1 district. The proposed conditional rezone is for the west 122 feet of the 213 foot lot existing parcel. The subject lot is approximately 100' x 122' or 12,233.52 square feet. An approximate 1,200 square foot building exists on the lot. The adjoining properties to the north and the south are used for single family residential purposes.

The conditions of the rezone consist of;

1. The exterior of the existing building will not change get larger in footprint or height.
2. The existing building will have new siding installed
3. There will be a maximum of three (3) apartments in the existing building
4. New landscaping to meet ordinance standards will be installed

If approved, the project must meet all regulations of the R-4 zoning district.

The City of Charlevoix Planning Commission has recommended approval.

RECOMMENDATION:

Motion to adopt Ordinance 816 of 2020 approving the conditional rezoning request for 904 May Street.

ATTACHMENTS:

- ▣ Application
- ▣ Ordinance
- ▣ Agreement



CITY COUNCIL AGENDA ITEM

AGENDA TITLE: Conditional Rezone Application. Project 2019-01 RZ 904 May Street

HEARING DATE: Monday, February 17, 2020 6:00 PM

PRESENTED BY: Jonathan Scheel City Zoning Administrator

ATTACHMENTS:	1. Application from the applicant 2. Project file 2019-01 RZ and all contents 3. City of Charlevoix Zoning Ordinance.
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I: GENERAL INFORMATION:

Applicant: Robert Jess

Property Owner: Bible Baptist Church
05855 M-66 N
Charlevoix, MI 49720

Requested Action: Conditional Rezone

Zoning: R-1

Project Location: 904 May Street

Legal Description: In the City of Charlevoix, Charlevoix County, Michigan, Commencing at a concrete monument on the North line of Section 35, Town 34 North, Range 8 West, being the Southwest corner of the Plat of Meadowlane as recorded in Liber 2, Page 35 of Plats, Charlevoix County Records; thence along said North line North 89° 51' 42" West, 9.88 feet (recorded as 10.00 feet) to the East line of May Street; thence along said East line South 0° 23' 42" East 99.83 feet (recorded as 100.00 feet) to a ½" iron rod being the POINT OF BEGINNING; thence continuing along said East line South 0° 23' 42" East 99.83 feet (recorded as 100.00 feet) to a ½" iron rod; thence South 89° 54' 19" East, 122.36 feet to a ½" iron rod; thence North 0° 07' 48" West, 99.77 feet to a ½" iron rod; thence North 89° 52' 36" West, 122.82 feet to the Point of Beginning, being a part of Lots 39 and 41, J Milo Eaton's addition to Charlevoix as recorded

in Liber 1, Pages 54 & 55 of Plats, Charlevoix County Records and containing 0.281 acres (12,233.52 square feet) Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes.

Project Site Size:	21,100 Square feet
Existing Land Use:	Building used for storage with one apartment
Adjacent Land Uses:	All immediate surrounding property is single family detached homes. Multiple blocks to the northwest is the new elementary school complex. Multiple blocks to the southwest are apartments and condominiums.
Adjacent Zoning:	All immediate surrounding property is zoned R-1 Single Family Residential. Multiple blocks to the northwest is zoned Public. Multiple blocks to the southwest is zoned R-4 High Density Residential

II. PROJECT DESCRIPTION/LOCATION:

This is a request for a Conditional Rezone of a large R-1 Single Family lot located at 904 May Street to R-4 Multi Family High Density. The subject property is in the R-1 zone district. The proposed rezone is for the west 122 feet of the 213 foot lot pictured above. The subject lot is 12,233.52 square feet. An approximate 1,200 square foot building exists on the lot. The adjoining properties to the north and the south are used for single family residential purposes.

The conditions of the rezone consist of;

1. The exterior of the existing building will not change get larger in footprint or height.
2. The existing building will have new siding installed
3. There will be a maximum of three (3) apartments in the existing building
4. New landscaping to meet ordinance standards will be installed

If approved, the project must meet all regulations of the R-4 zoning district.

Aerial photo from 2016.



Feature Info

PIN: 052-335-054-00
Owner: BIBLE BAPTIST CHURCH
Owner Address: 05855 M-66 N
CHARLEVOIX, MI 49720
Property Address: 904 MAY ST
CHARLEVOIX, MI 49720
Property Class: 708
School District: 15050
PRE: 0%
2019 SEV: \$0
2019 Taxable: \$0
GIS Estimated Acreage: 0.5
Parcel Link: [052-335-054-00](#)

Photo taken 9/24/2019.



The purpose of this Staff Report is to evaluate this proposal against the procedures and criteria outlined in Section 153.007 of the City of Charlevoix Zoning Ordinance.

III. TIMING AND AUTHORITY:

The Special Land Use application was submitted on September 16, 2019. The notice for the public hearing was advertised in the Charlevoix Courier on September 27, 2019. Notice of the hearing was sent to adjoining landowners and tenants within 300 feet of the property on September 25, 2019. A public Hearing was held on October 14, 2019 in front of the City of Charlevoix Planning Commission.

The Planning Commission is a recommending body in regard to Rezoning applications. Rezoning applications are forwarded to the City Council under the Zoning Ordinance after a Planning Commission hearing. A decision as to whether or not to grant approval for Rezoning is a City Council decision.

The permitted uses by right and the Special Land Uses allowed in the R-1 Low Density Single Family Residential District are listed in Chapter 153.071 Table 153.071 Allowed Uses in Residential Zones. The uses permitted by Right are as follows:

- a. Single Family Detached Dwellings.
- b. Rentals
- c. Churches,
- d. Public Parks/Playgrounds,
- e. Wind Energy Conversion Systems,
- f. Solar Panels,
- g. Accessory uses, buildings and structures, and
- h. Minor Home Occupations
- i. Site Condominium

The uses allowed as Special Land Uses are as follows:

- a. Bed and Breakfasts
- b. Boat Houses
- c. Day Care
- d. Foster Care
- e. Adult Foster Care Small Group Homes
- f. Major Home Occupations
- g. Boarding/Rooming Houses, and
- h. Day care center/nursery

IV.

The following section is taken directly from Chapter 153.007 of the Zoning Ordinance with staff suggested findings of fact below each criterion in italics. The Planning Commission or City Council is under no obligation to follow the Staff suggested findings. Staff's suggested findings are developed with the thought of providing the Planning Commission and City Council members with potential ideas as to where to begin their discussions. The Planning Commission or City Council may delete, add to, or modify the findings of fact as they feel are appropriate. The Planning Commission and City Council must find that this proposal meets all of the following criteria before considering a motion to approve.

(A) An applicant requesting a rezoning may voluntarily offer a conditional zoning agreement along with an application for rezoning before, or following, the public hearing for a proposed rezoning. A decision to submit a conditional zoning agreement shall be pursuant to the Zoning Act and this chapter.

Meets standard

(B) The conditional zoning agreement shall be in writing, executed by the applicant and the city and recorded with the county's Register of Deeds.

City will record after approval

(C) The conditional zoning agreement may include limitations on the uses permitted on the property in question, specification of lower density or less intensity of development and use; may impose greater restrictions on the location, size, height or other measure for buildings, structures,

improvements, setbacks, landscaping, buffers, design, architecture and other features; or may provide for financing and installation of public works necessary to serve the proposed project.

Meets standard. Proposal is to keep existing building to exact exterior size and shape. The applicant is proposing to install new siding with other aesthetic exterior improvements

(D) (1) The conditional zoning agreement shall not authorize uses or developments of greater intensity or density, or uses and developments that are not permitted in the proposed zoning district.

Meets standard. Rezoning to R-4 with proposed 3 apartments. R-4 would allow a greater density than proposal.

(2) The conditional zoning agreement may not permit variations from height, area, setback or similar dimensional requirements that are less restrictive than the proposed zoning district; however, any variance approved by the Zoning Board of Appeals in accordance with 153.035 through 153.042 of this chapter may be allowed as part of a conditional rezoning agreement.

Meets standard. Setbacks, height standards, lot coverage for R-4 District will all be met.

(3) If a special land use or site plan review is required by this chapter for the use proposed or subject to conditions within the rezoning agreement, the use(s) shall comply with the review and approval requirements as applicable prior to establishing or commencing the use(s).

A site plan review and approval is required

(E) The conditional zoning agreement shall include conditions that bear a reasonable and rational relationship and/or benefit to the property in question. The conditional zoning agreement may include conditions related to the use and development of the property that are necessary to:

(1) Serve the property with improvements including, but not limited to, the extension, widening or realignment of streets; construction or extension of utilities and other infrastructure improvements serving the site; or the construction of recreational facilities serving the site or uses thereon;

Meets standard. No new services are expected

(2) Minimize the impact of the development on surrounding properties and the city overall; or

Meets standard. The minimal amount of additional residential units proposed on the lot should not affect the surrounding properties or the city.

(3) Preserve natural features and open space beyond what is normally required.

Meets standard. There is no open space or natural features on the proposed lot

(F) In addition to any limitations on use or development of the site, preservation of site features or improvements described above, the conditional zoning agreement shall also include the following:

(1) An acknowledgment that the conditional zoning agreement was proposed voluntarily by the applicant;

Meets standard (see application)

(2) A statement that the property shall not be developed or used in any manner that is not consistent with the conditional zoning agreement;

Meets standard (see application)

(3) A statement that the approval of the rezoning and the conditional zoning agreement shall be binding upon and inure to the benefit of the property owner and the city, and also their respective heirs, successors, assigns, receivers or transferees. Where the applicant for rezoning is acting on behalf of the landowner through some form of purchase agreement or other mechanism, then the landowner must also consent and sign the agreement;

Meets standard (see application)

(4) A statement that, if a rezoning with a conditional zoning agreement becomes void in accordance with this section, that no further development shall take place and no permits shall be issued unless and until a new zoning district classification for the property has been established;

Meets standard (see application)

(5) A statement that no part of the conditional zoning agreement shall permit any activity, use or condition that would otherwise violate any requirement or standard that is otherwise applicable in the new zoning district;

Meets standard (see application)

(6) A legal description of the land to which the agreement pertains; and

Meets standard (see application)

(7) Any other provisions as are agreed upon by the parties.

Meets standard (see application)

(G) The conditional zoning agreement shall be reviewed concurrently with the petition for rezoning following the process in' 153.006(C) above and the following.

(1) The conditional zoning agreement may be submitted prior to or following the Planning Commission public hearing. If the agreement is provided following the public hearing it must be reviewed by the Planning Commission prior to the Planning Commission making its recommendation on the rezoning to the City Council. The conditional zoning agreement shall be reviewed by the City Attorney to determine that the conditional zoning agreement conforms to the requirements of this section and the Zoning Act and shall confirm that the conditional zoning agreement is in a form acceptable for recording with the county's Register of Deeds.

In Process

(2) Following the public hearing for a proposed zoning amendment, the Planning Commission shall make a recommendation to the City Council based upon the criteria listed in division (D)(1) above. In addition, the Planning Commission shall consider whether the proposed conditional zoning agreement:

(a) Is consistent with the intent of this section;

(b) Bears a reasonable and rational connection or benefit to the property being proposed for rezoning;

Meets standard. The existing historically used commercial building will be developed into a complete residential use in a residential neighborhood.

(c) Is necessary to ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential impacts to adjacent properties;

Meets standard. Proposed minimal density increase in a single family residential neighborhood

(d) Is necessary to allow the rezoning to be approved, in that the property could not or would not be rezoned without the proposed conditional zoning agreement;

Meets standard. Regular R-4 zoning would allow a high density use in an R-1 district.

(e) Leads to a development that is more compatible with abutting or surrounding uses than would have been likely if the property had been rezoned without a conditional zoning agreement or if the property were left to develop under the existing zoning classification; and

Meets standard. Regular R-4 zoning would allow a high density use in an R-1 district.

(f) Is clearly in the public interest and not inconsistent with the recommendations of the city's Master Plan.

Meets standard. The proposed conditional zoning would be a compatible use in an R-1 district.

(3) If a conditional zoning agreement has been offered by the applicant and recommended for approval by the Planning Commission, the City Council may approve the conditional zoning agreement as a condition to the rezoning if it meets all requirements of division(G)(2) above. The conditional zoning agreement shall be incorporated by attachment or otherwise as an inseparable part of the ordinance adopted by the City Council to accomplish the requested rezoning.

(4) If the rezoning and conditional zoning agreements are approved, the zoning classification of the rezoned property shall consist of the district to which the property has been rezoned and a reference to the conditional zoning agreement. The Official Zoning Map shall specify the new district, plus a parenthetical ACZ to indicate that the property is subject to a conditional zoning agreement (i.e., AR1 (CZ). The City Clerk shall maintain a listing of all properties subject to conditional zoning agreements and shall provide copies of the agreements upon request.

(5) The approved conditional zoning agreement shall be recorded with the county's Register of Deeds.

(6) Any uses proposed as part of a conditional zoning agreement that would otherwise require approval of a special land use or site plan approval shall be subject to the applicable review and approval requirements of " 153.230 through 153.239 and 153.250 through 153.257 of this chapter.

(H) (1) The rezoning and conditional zoning agreement shall expire one year after adoption of the rezoning and conditional zoning agreement, unless substantial construction on the approved development of the property pursuant to building and other required permits issued by the city commences within the one-year period and proceeds diligently to completion, unless extended by the City Council for good cause.

(2) In the event that substantial construction on the approved development has not commenced within one year, the conditional zoning agreement shall be void.

(3) Should the conditional zoning agreement become void, all development on the subject property shall cease and no further development shall be permitted. Until action satisfactory to the city is taken to bring the property into compliance with the conditional zoning agreement, the city may withhold or, following notice to the applicant and being given an opportunity to be heard, revoke permits and certificates, in addition to, or in lieu of, any other lawful action to achieve compliance.

(4) Notwithstanding the above, if the property owner applies in writing for an extension of the conditional zoning agreement at least 30 days prior to the expiration date, the City Council may grant an extension of up to one year. Further extensions may be granted by the City Council, although the number of previous extensions granted to a particular conditional zoning agreement shall be considered in relation to the diligent effort of the land owner to satisfy the conditions of the agreement.

(I) If the rezoning and conditional zoning agreement becomes void as previously outlined, then the land shall revert back to its prior zoning classification as set forth in the Zoning Act. The Zoning Administrator or designee shall initiate the rezoning to the prior zoning classification and notify the land owner and/or developer of the reversion of zoning by registered letter.

(J) Provided that, all development and/or use of the property in question is in compliance with the conditional zoning agreement, an authorized use or development may continue indefinitely; provided that, all terms of the conditional zoning agreement continue to be met.

(K) The conditional zoning agreement may be amended by the city with the landowner's consent in the same manner as was prescribed for the original rezoning and conditional rezoning agreement.

(L) Nothing in the conditional zoning agreement, nor any statement or other provision shall prohibit the city from later rezoning all or any portion of the property that is the subject of the conditional zoning agreement to another zoning classification. Any rezoning shall be conducted in compliance with this chapter and the Zoning Act. (M) The city shall not require an owner to offer conditions as a requirement for rezoning. The lack of an offer of conditions shall not affect the owner's rights under this chapter.

(N) The city is not required or obligated to accept any or all conditions offered by a developer on a rezoning application. In no way is an offer of a conditional zoning agreement the basis for requiring the city to approve a rezoning application

V. CITY COUNCIL OPTIONS:

The City of Charlevoix City Council has the following options for Rezone 2019-01 SU:

1. Deny Rezone 2019-01 RZ based on specific findings of fact that the application does not meet the review criteria in Section 153.007
2. Approve Rezone 2019-01 RZ based on specific findings of fact that the application does meet the review criteria in Section 153.007

**CITY OF CHARLEVOIX
ORDINANCE NO. 816 of 2020**

AN ORDINANCE TO AMEND TITLE XV, CHAPTER 153, SECTIONS 153.055, OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title XV, Chapter 153, Section 153.055 (A) (1) (f) of the City of Charlevoix Code is hereby amended to include an R-4 Conditional Rezone as a District in the Zoning Use District Map as follows:

SECTION 2. Description of the amended Conditional Rezone District.

The Zoning Use District Map is hereby amended to conditionally rezone the following described area from R-1 Single Family District to R-4 Multi Family District: In the City of Charlevoix, Charlevoix County, Michigan, Commencing at a concrete monument on the North line of Section 35, Town 34 North, Range 8 West, being the Southwest corner of the Plat of Meadowlane as recorded in Liber 2, Page 35 of Plats, Charlevoix County Records; thence along said North line North 89 51' 42" West, 9.88 feet (recorded as 10.00 feet) to the East line of May Street; thence along said East line South 0 23' 42" East 99.83 feet (recorded as 100.00 feet) to a ½" iron rod being the POINT OF BEGINNING; thence continuing along said East line South 0 23' 42" East 99.83 feet (recorded as 100.00 feet) to a ½" iron rod; thence South 89 54' 19" East, 122.36 feet to a ½" iron rod; thence North 0 07' 48" West, 99.77 feet to a ½" iron rod; thence North 89 52' 36" West, 122.82 feet to the Point of Beginning, being a part of Lots 39 and 41, J Milo Eaton's addition to Charlevoix as recorded in Liber 1, Pages 54 & 55 of Plats, Charlevoix County Records and containing 0.281 acres (12,233.52 square feet) Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes. Commonly known as 906 May Street.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

Ordinance No. 816 was adopted on the 2nd day of March, 2020 A.D., by the Charlevoix City Council as follows:

Motion by:

Seconded by:

Yeas:

Nays: None

Absent: None

State of Michigan } §
City of Charlevoix

Joyce M. Golding

Clerk

Luther Kurtz

Mayor

Conditional Rezone Agreement

This Conditional Rezoning Agreement (the "Agreement") is made this 2nd day of March, 2020, (the "Agreement") by and between the CITY OF CHARLEVOIX, a Michigan municipal corporation, with its offices at City Hall, 210 State Street Charlevoix, Michigan 49720 (the "City"), and Robert J. Jess, (the "Developer") with offices at 10963 Boyne City Road Charlevoix, Michigan 49720. THE PARTIES RECITE THAT:

WHEREAS, the City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rules Cities Act, 1909 PA 279, as amended (codified at MCL 117.1 et seq.); and exercising all of the powers provided for therein and pursuant to Charlevoix City Charter, adopted, and as subsequently amended; and

WHEREAS, the Developer controls certain parcels of real property located within the City of Charlevoix at 906 May Street which is currently zoned R-1: Single family Residential District (as specifically listed and legally described in this agreement) (the "Property"), and desires to proceed with a development on the Property; and

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL 125.3405 et seq.), certain conditions voluntarily offered by the owner of land, including an agreement between the City and the Developer, may become a condition of rezoning of the Property; and

WHEREAS, on September 25, 2019, the Developer and the owner of the Property submitted a Conditional Rezoning Application for the Property with a conceptual site plan (attached as EXHIBIT A), voluntarily offering, in writing, certain conditions to rezone the Property from "R-1" Single Family Residential District to "R-4" Multifamily District with conditions as set forth in this Agreement; and

WHEREAS, the City Planning Commission on October 14, 2019 held a Public Hearing on the Amended Conditional Rezoning Application; and

WHEREAS, the City Planning Commission on October 14, 2019 voted to recommend approval of the amended request for Conditional Rezoning based upon this Agreement and the attached exhibits; and

WHEREAS, the City Council on March 2, 2020 voted to approve the request for Conditional Rezoning and adopted Ordinance No. 816 of 2020 based upon the conditions set forth in this Agreement and the attached exhibits.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the City and the Developer agree as follows:

1) THE DEVELOPMENT PROJECT

a) Project Definition. The Developer agrees to construct three apartments in the existing building (the "Project") on the Property substantially conforming to the conceptual site plan attached as Exhibit A. All other permitted uses in Section 153.071 are prohibited.

b) Zoning Use District Regulations. Except as modified herein, the zoning use district regulations for the Property shall be the "R-4" Multi Family District regulations of Chapter 153 Section 153.071, of the City Code. The Property shall remain subject to all other district use and development standards, and all other regulations of the City Zoning Ordinance, and shall remain subject to all other state and local requirements for land development.

c) Additional Conditions.

i) The exterior of the existing building will not change get larger in footprint or height.

ii) The existing building will have new siding installed.

iii) There will be a maximum of three (3) apartments in the existing building.

iv) New landscaping to meet ordinance standards will be installed.

d) Compliance with Conditions. Upon the Developer establishing a development or commencing a use upon the property subject to this Agreement, Developer and its successors or assigns shall continuously operate and maintain the development or use in compliance with all of the conditions set forth in this Agreement. Any failure to comply with a condition contained herein shall constitute a violation of the Charlevoix zoning ordinance and be punishable accordingly against the owner of the property. Additionally, any such violation shall be deemed a nuisance per se and subject to judicial abatement as provided by law.

2) TIMING. The City and the Developer agree that the following approvals and activities are conditions to this Agreement and if not completed in the following time limits the Property will be rezoned back to the "R-1", Single Family Residential District: 5:

a) The Developer obtains all of the necessary site plan and special use permit approvals; and building permits from the City and County for the Project within twelve (12) months of approval of this Agreement by the City.

b) The Developer commences construction of the Project within six months of issuance of building permits.

c) The Developer receives certificate of occupancy for the Project within eighteen (18) months of commencement of construction.

3) CITY RIGHT TO REZONE. Nothing in this Agreement shall be deemed to prohibit the City from rezoning all or any portion of the Property which is subject to this Agreement to another zoning classification. Any rezoning shall be conducted in compliance with the City's zoning ordinance – Chapter 153 – of the Charlevoix City Code and the Michigan Zoning Enabling Act, MCL 125.3405, et seq.; provided, however, that the City shall not rezone the property with a different zoning classification during the time period for commencement of the approved use as specified in Paragraph 2 above.

4) ENTIRE AGREEMENT. This Agreement, the exhibit attached hereto, and the instruments which are to be executed in accordance with the requirements hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the City, and the Developer concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

5) RELATIONSHIP OF THE PARTIES. The relationship of the City, and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties 6 hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

6) MODIFICATION. This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the Developer.

7) MICHIGAN LAW TO CONTROL. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

8) DUE AUTHORIZATION. The City and the Developer each warrant and represent to the other that this Agreement and the terms and condition thereof have been duly authorized and approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, in the case of the Authority by its members and all other applicable governmental agencies, and as to the Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly

authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

9) ASSIGNMENT. It is understood and agreed that the Developer may assign all or a portion of its rights and duties hereunder to one or more entities.

10) NO PERSONAL LIABILITY. The obligations hereunder of the City and the Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, agent, employee or partner of any of said entities shall have any personal obligation responsibility or liability for the performance of the terms of this Agreement.

11) RECORDING. The approved conditions of rezoning set forth in this Agreement, or an affidavit or memorandum giving notice thereof, shall be filed by the City Zoning Administrator with the Charlevoix County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

[Property Owner]:

[Developer]:

CITY OF CHARLEVOIX:
By Luther Kurtz., Mayor

CITY OF CHARLEVOIX:
By Joyce Golding, City Clerk

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Fuel Supply Proposal

DATE: March 2, 2020

PRESENTED BY: Matthew Wyman, Airport Manager

BACKGROUND:

For the last two decades, Avfuel Corporation has supplied the Charlevoix Municipal Airport with its aviation fuels. During this period, the Charlevoix Airport and Avfuel Corp. have always had a positive working relationship.

In recent months, we've expressed to Avfuel, our desire to reduce costs by owning some of the leased equipment. In response to our concerns, Avfuel put together a favorable proposal that addresses our concerns. Although we will continue to lease the fuel trucks from Avfuel, the new lease payments will save the city \$14,750 annually and \$103,250 over the duration of the term. In addition, a few of the credit card processing fees have been reduced. This reduction is anticipated to save the City \$2,000 a year in processing fees. Lastly, Avfuel is including unlimited access to their FAA approved online training program, a \$4,250 savings over the duration of the term.

Our existing agreement is set to expire March 31, 2020. If approved, the new agreement will be retroactive to March 1, 2020, saving the city \$1,000.

We did receive a second proposal from Phillips 66 but the terms from Avfuel and their regional use cause us to recommend staying with Avfuel.

RECOMMENDATION:

Motion to approve Resolution 2020-03-01 authorizing the City Manager to sign the Avfuel agreement after review by Staff and the City Attorney.

ATTACHMENTS:

- ▣ Fuel Supply Proposal
- ▣ Resolution



CHARLEVOIX MUNICIPAL AIRPORT

Charlevoix, Michigan (KCVX)

Avfuel Branding Proposal

Date: February 19, 2020

Prepared by

Mike Kormos

District Manager - Great Lakes Region

Avfuel Corporation

47 West Ellsworth Rd

Ann Arbor, MI 48108

734.663.6466 phone

734.663.1681 fax

CONNECTING YOU WITH

MORE CUSTOMERS, MORE MARKETS, MORE OPPORTUNITIES

THE AVFUEL NETWORK

- Avfuel is the network of Independent FBOs
- 23% of FBOs in the United States are branded Avfuel
- Avfuel-branded FBOs are continually ranked as top FBOs in the United States by readers of *Aviation International News* and *Professional Pilot* magazines

AVFUEL CONTRACT FUEL

- Over 5,500 customers representing 20,000+ aircraft
- Customers include Airlines, Charter, Corporate/Part 91, Fractional, Air Ambulance, Cargo/Freight Operators and more
- Avfuel Pro Card allows for processing of non-fuel transactions with no flight department fee
- 23% of all fuel purchased by fractionals is supplied by Avfuel Contract Fuel
- All major fractional operators have customized billing programs designed by Avfuel to meet specifications

AVTRIP PILOT REWARDS

- 47,000 registered pilot members
- 464 AVTRIP transactions at CVX in 2019
- Nearly 70% of pilots with fuel-decision authority say their FBO decision is “sometimes” or “always” influenced by the availability of AVTRIP
- 60% of pilots prefer AVTRIP as their primary rewards program
- 50% state they purchase more fuel when AVTRIP is available

AVPLAN TRIP SUPPORT

- Avfuel’s in-house flight support and trip planning company actively routes aircraft to Avfuel FBOs for fuel, maintenance, and additional services.

AVSURANCE

- Insures more FBOs and airports than any other aviation insurance company
- Capable of providing coverage for all FBO needs including courtesy cars, aircraft maintenance, environmental exposure, fuel farms and more

**Avfuel Contract Fuel and AVTRIP statistics provided from an independent survey of 11,000 pilots conducted by Marketing Strategies International*

HISTORY OF PARTNERSHIP WITH KCVX

Avfuel Corporation very much appreciates our relationship with the Charlevoix Municipal Airport, a relationship that spans several decades. In an effort to continue our role as the Airport's trusted partner, we are very pleased to present this proposal for the renewal of our branding relationship.

Following is a list of some of the items Avfuel has provided to the Charlevoix Municipal Airport over the years, and will continue to provide throughout the next term of our agreement:

- Quality refueler trucks with flexible lease terms at competitive rates
- Reduced refueler lease rates that will potentially save the Airport in excess of \$100,000
- Zero-lease rate on Avfuel-owned avgas cabinet and jet fuel pump skid for Airport's fuel farm
- Past financial contribution (\$15,000) to help cover cost of relocating fuel farm cabinets
- Convenient charge card and fuel card processing and reporting through The Avfuel Hub
- Low credit card processing fees (saving the Airport over \$2,000 per year)
- Avfuel Contract Fuel availability (about 70% of the Airport's fuel sales occur this way)
- Extension of 30-day payment terms to the City (industry standard is 10 days)
- Avfuel absorbs fuel receivable for Airport's two based airline/charter operators
- AVTRIP Pilot Incentive Program (pilots earned AVTRIP points at CVX 464 times in 2019!)
- Airport employees receive training at Avfuel's Fuel Quality and Fire Safety Seminars
- Avfuel's Quality Assurance staff conducts on-site audits, staff training and provides technical knowledge and expertise for items such as fuel farm replacement
- New and improved web-based Avfuel Training System modules will be provided free of charge for the duration of the fuel supply term – savings of \$4,250.00 over 7-year term
- \$50 Million Third-Party Product Liability coverage provided free of charge
- Airport's liability insurance (hangarkeepers) provided by Avfuel subsidiary, Avsurance Corp
- Delivery of fuel from Avfuel-owned transports by Avfuel-employed drivers
- Short-load and split-load deliveries available to Airport with no increase in cost
- Co-op Advertising Program for assistance in promotion of Airport to flying public

On the following pages, please consider the additional ways in which Avfuel can assist the Charlevoix Municipal Airport in reducing cost and operating more efficiently.

EQUIPMENT LEASING

Avfuel Corporation remains an industry leader in the design, building and maintenance of refueler trucks featuring advanced but proven technologies.

Our team of technical experts operates out of a state-of-the-art 33,000 square foot dedicated facility and will personally fit your equipment to your day-to-day requirements.

- Largest refueler fleet in the United States – nearly 800 vehicles
- Extensive, personalized support
- Training tools and guidance
- Parts and equipment at less-than-retail rates

CURRENT REFUELING EQUIPMENT LEASE SCHEDULE					
Model	Make	Type	Avfuel #	Design	Current Lease Rate
2004	Brownie	100LL	#860	Avgas pump skid and cabinet	\$175 \$0 per month
2012	Fuel Tech	Jet-A	#806	Jet-A pump skid and cabinet	\$250 \$0 per month
2000	Isuzu	1000-gal 100LL	#1046	Diesel, automatic, cab-over design, 40 GPM	\$775 \$550 per month
2000	International	2200-gal Jet-A	#2248	Diesel, automatic, rear-module design, 3 hose reels (2 over-wing, 1 single point)	\$1,200 per month \$0 per month (Oct-Apr) \$750/month (May-Sept)
2007	International	2000-gal Jet-A	#2040	Diesel, automatic, side-cabinet design, 2 hose reels (1 over-wing, 1 single point)	\$1,500 \$950 per month
Annual Lease Payment Total:					\$21,750.00

Avfuel proposes to leave the existing lease equipment on-site in conjunction with a seven (7) year extension to the existing fuel supply agreement, which includes the following lease rate reductions:

PROPOSED REFUELING EQUIPMENT LEASE SCHEDULE				
Model	Avfuel #	Current Lease Rate	Proposed Lease Rate	Annual Savings vs Current Lease
2004	#860	\$0 per month	\$0 per month	\$0
2012	#806	\$0 per month	\$0 per month	\$0
2000	#1046	\$550 per month	\$200 per month	\$4,200.00
2000	#2248	\$0 per month (Oct-Apr) \$750/month (May-Sept)	\$0 per month (Oct-Apr) \$200/month (May-Sept)	\$2,750.00
2007	#2040	\$950 per month	\$300 per month	\$7,800.00
Annual Totals:		\$21,750.00	\$7,000.00	\$14,750.00
7-Year Totals:		\$152,250.00	\$49,000.00	\$103,250.00

Truck Maintenance Responsibilities: Avfuel covers overhaul or replacement of engine, transmission, differential and belly valve. Customer responsible for all other maintenance including preventative maintenance. Lease rates shown above do not include applicable taxes.

AVFUEL CREDIT CARD PROCESSING

- All accounting data is accessible via Avfuel's website
- All payments are electronically processed
- Credit card funds are remitted to City twice per week
- Compatible with current versions of Total Aviation Software, Total FBO, X-1 FBO, FBO Director, AVMAN, QT and FuelMaster for direct swipe processing
- **Lower processing fees save the Airport over \$2,000 per year**

Processing Rates

Card Type	Avfuel Standard Rate	CVX Rate (if lower)
Avfuel Pro Card	0.0% Fuel as Contract Fuel Transaction 2.1% Fuel as Retail Transaction 2.1% Non-Fuel items	
Avfuel Contract Fuel	0.0% Fuel 2.1% Non-Fuel items	
Avfuel Retail Card	0.0% Avgas 2.1% Jet & Non-Fuel items	
Cessna Contract Fuel	0.0% Fuel 2.1% Non-Fuel items	
MasterCard & Visa	2.14% Qualified	2.05%
MasterCard & Visa	3.10% Non-Qualified	
Discover	2.50%	
American Express	3.50%	2.95%
MultiService	3.20%	3.10%
Avcard	2.75%	
Government AIRCard	0.0% Contracted items 4.3% Non-Contracted items	
The Avfuel Hub	\$20/month software license	
	\$25/month for thermal printer lease	\$0 per month for printer lease



AVTRIP

Established in 1988 in response to pilots' requests to be rewarded for their loyalty and fuel purchases, AVTRIP continues to evolve in response to customer feedback and requests, and remains the most popular incentive program in the industry.

AVTRIP is the only proven sales-enhancement tool offered by any fuel supplier.

FBO benefits include:

- **Low cost** - FBO pays \$0.01 USD per point. Minimum of one point awarded per gallon (only when AVTRIP points are awarded).
- Softens need for discounts
- Increases uplifts
- Rewards pilots

AVTRIP Stats:

- 47,000 registered pilot members
- 25,000 active members per quarter
- Points accumulate quickly toward awards - annual awarded earnings topping \$3.1 million

Backed by market research conducted by Market Strategies International:

- AVTRIP increases gallons sold while reducing discounting
- Nearly 70% of pilots with fuel-decision authority say their FBO decision is "sometimes" or "always" influenced by the availability of AVTRIP
- 60% of pilots prefer AVTRIP as their primary rewards program
- 50% state they would purchase more fuel when AVTRIP is available

AVTRIP is the industry's preferred rewards program in the following categories:

- Overall member experience
- Ease of use at the counter
- Overall communication quality
- Ease of managing account online
- Ease of redeeming awards
- Number of locations

Avfuel will fund and assist in promoting a 90-day double AVTRIP point promotion at CVX from Memorial Day – Labor Day (cost of extra points reimbursed by Avfuel)





FUEL QUALITY ASSURANCE AND TRAINING

Avfuel Quality Assurance has developed a comprehensive rampside training program. We provide Avfuel FBOs with ongoing education, training materials, testing and seminars.

- On-site audits and instruction provided by Avfuel's Quality Assurance staff
- FAA-Approved Part 139 Fuel Quality and Fire Safety Training Seminars
- Avfuel Line Training Course (DVD, books, tests, certification)
- 24-hour emergency hotline
- Discounted parts and supplies
- NEW Avfuel Training System website platform (www.avfueltraining.com)
 - Includes Supervisory Fuel Safety Training (Train the trainer, Part 139 FAA-approved)
 - Includes Line Service Fuel Safety Training (Part 139 FAA-approved)
 - Includes Non-Fuel Best Practices lessons
 - **Cost of \$1,250 initial and \$500 annual recurrent is waived for entire fuel supply term, resulting in total savings of \$4,250.00 over entire term**

CONTRACT AND PAYMENT TERMS

- Seven (7) year aviation fuel supply agreement extension
- Effective date of March 1, 2020
- Payment terms to remain at Net 30 days
- Contract Fuel and Credit Card reimbursement method remains unchanged

This Avfuel Branding Proposal is valid for 90 days from proposal date, and is subject to the execution of contract documents satisfactory to both parties, which will then become binding to both parties.

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-03-01
EXECUTION OF FUEL SUPPLY AGREEMENT WITH AVFUEL CORPORATION

- WHEREAS,** the City of Charlevoix enters into a fuel supply and equipment lease agreement with Avfuel Corporation; and
- WHEREAS,** Avfuel Corporation agrees to provide the Charlevoix Airport with Aviation fuels; Avgas and Jet A fuel with additive; and
- WHEREAS,** the City of Charlevoix agrees to pay Avfuel Corporation, a lease payment of seven thousand dollars and zero cents (\$7,000.00) annually for two Jet A tankers and one 100LL Avgas tanker; and
- WHEREAS,** the fuel supply agreement is effective on March 1, 2020 and expires on March 1, 2027.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Fuel Supply Agreement after review by City Staff and the City Attorney.

RESOLVED this 2nd day of March, 2020 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Fuel Farm Expansion Bid

DATE: March 2, 2020

PRESENTED BY: Matthew Wyman, Airport Manager

BACKGROUND:

During the past few years, we've seen traffic into our airport steadily increasing. With this, increased fuel demand has pushed us at times beyond our in-ground fuel capacity limit of 10,000 gallons. The fuel farm expansion will give us an additional 20,000 gallons storage capacity. Having 30,000 gallon storage capacity will certainly be beneficial for our airport.

On February 27th, sealed bids were opened and after review, RS&H recommends Spence Brothers for the project. The breakdown of the project funding is 90% Federal 5% State and 5% Local. The total project cost including Engineering services is \$825,595.

The federal portion of the project is \$743,035. However, we only have \$703,493 in entitlement funding. The City would have to make up the \$39,542 difference in addition to the City's local match of \$41,280. The City's total out of pocket cost for this project will be \$80,822 of which, \$39,542 will be reimbursed once the next grant becomes available.

RECOMMENDATION:

Motion to approve fuel farm expansion bid from Spence Brothers in the amount of \$778,695 and Resolution 2020-03-02 Execution of Amendment No.1 to the Agreement for Professional Engineering Services, pending legal and State review and authorize the City Manager to sign all necessary documents.

ATTACHMENTS:

- ▣ Bid Tab
- ▣ Spence Brothers Bid
- ▣ Amendment No.1
- ▣ Resolution

CHARLEVOIX MUNICIPAL AIRPORT - FUEL FARM CONSTRUCTION
 FAA AIP Number
 MDOT Number FM 15-01-C52

RS&H Michigan, Inc.
 Bid Date: February 27, 2020
 Prepared By: DMJ
 RS&H Project No. 210-0044-001

Bid Tabulation Summary

BIDDER	BASE BID						TOTAL
Engineer's Estimate	\$ 619,800.00						\$ 619,800.00
Spence Brothers	\$ 778,695.00						\$ 778,695.00

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
Spence Brothers	None	None

Bid Requirement Checklist

Bid Requirement	BIDDER						
	Spence Brothers						
1.) Proposal Form (P-1-3)	✓						
2.) Acknowledgement of Addenda (P-2)	✓						
3.) Proposal Affidavit (P-4)	✓						
4.) Proposal Guaranty (P-5)	✓						
5.) Surety's Bond Affidavit (P-6)	✓						
6.) EEO Report Statement (P-7)	✓						
7.) Non-Collusion Affidavit (P-8)	✓						
8.) Affidavit of Compliance-Iran Economic Sanctions Act (P-9)	✓						
9.) Bidder's Qualifications (P-10-11)	✓						
10.) DBE Assurance (P-12)	✓						
11.) Buy America Certification (P-15-16)	✓						
12.) Bid Schedule (P-17-19)	✓						
Responsive Bid?	Yes						

CHARLEVOIX MUNICIPAL AIRPORT - FUEL FARM CONSTRUCTION
 FAA AIP Number
 MDOT Number FM 15-01-C52

RS&H Michigan, Inc.
 Bid Date: February 27, 2020
 Prepared By: DMJ
 RS&H Project No. 210-0044-001

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Spence Brothers	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
C-102-5.1	Installation and Removal of Inlet Protection	EACH	3	\$ 150.00	\$ 450.00	\$ 130.00	\$ 390.00
C-102-5.2	Soil Erosion and Sedimentation Control Permitting	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00
C-105-5.1	Mobilization	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
P-101-5.1	Asphalt Pavement Removal	SYD	10	\$ 25.00	\$ 250.00	\$ 35.00	\$ 350.00
P-152-4.1	Unclassified Excavation	CYD	30	\$ 15.00	\$ 450.00	\$ 35.00	\$ 1,050.00
P-152-4.2	Borrow Excavation	CYD	70	\$ 30.00	\$ 2,100.00	\$ 50.00	\$ 3,500.00
P-208-5.1	Aggregate Base Course	CYD	45	\$ 50.00	\$ 2,250.00	\$ 150.00	\$ 6,750.00
P-610-6.1	Reinforced Concrete Sidewalk, 6"	SYD	230	\$ 30.00	\$ 6,900.00	\$ 120.00	\$ 27,600.00
P-610-6.2	Concrete Bollard, As Specified	EACH	26	\$ 300.00	\$ 7,800.00	\$ 1,000.00	\$ 26,000.00
P-610-6.3	Concrete Curb, MDOT Tip-Out	LFT	100	\$ 30.00	\$ 3,000.00	\$ 40.00	\$ 4,000.00
D-701-5.1	8-Inch Ductile Iron Pipe, Class 52	LFT	60	\$ 40.00	\$ 2,400.00	\$ 115.00	\$ 6,900.00
D-751-5.1	Oil-Stop Structure and Valve	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00
S-100-1.1	Fuel System Storage, Delivery System and Accessories	LSUM	1	\$ 500,000.00	\$ 500,000.00	\$ 596,000.00	\$ 596,000.00
S-100-1.2	Replace Revenue Control System	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
S-101-1.1	Prefabricated Shed, Furnished and Installed	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
T-901-5.1	Seeding, Hydroseed with Fertilizer and Mulch	ACRE	0.5	\$ 3,000.00	\$ 1,500.00	\$ 5,000.00	\$ 2,500.00
T-905-5.1	Topsoiling (Furnished from off the site)	CYD	35	\$ 20.00	\$ 700.00	\$ 63.00	\$ 2,205.00
260001	Electrical Distribution	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00
BASE BID TOTAL					\$619,800.00		\$778,695.00



Fuel Farm Bid
Bid Opening at City Hall
February 27, 2020 – 9:00am

Bidder Name	Comments
Spence Brothers Traverse City	\$778,695

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

PROPOSAL FORM

TO: **City of Charlevoix**
City Hall – Clerks Office
210 State Street
Charlevoix, MI 49720
PROJECT: **FUEL FARM CONSTRUCTION**

CITY'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Matt Wyman (231) 547-3605
(Name) (Telephone Number)

BIDDER: Spence Brothers

BIDDER'S
ADDRESS: 800 Hastings St. Suite A
Traverse City, MI 49686

DATE: February 26, 2020

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Tom Bennett tombennett@spencebrothers.com 989-464-2179 cell 231-947-7824 office
(Name) (Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons, or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no member of the **City of Charlevoix**, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this Contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that he has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

The undersigned hereby declares, as Bidder, that this Proposal is made on the behalf of

Spence Brothers (CONTRACTOR)

and no others without collusion on the part of any person, firm or corporation, that he/she has examined the site of the Work, the Plans, Specifications and Form of Agreement and materials related thereto, and he/she proposes and agrees that if his/her bid as submitted in the attached Proposal schedule be accepted he/she will enter into a Contract to perform all the Work required and to complete the same within the stipulated time; and that the Bidder will accept in full payment therefore the prices named in said Proposal schedule. Said prices are to include, and cover the furnishing of all materials, except as otherwise provided in the Specifications, the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction; and the performance and completion of all the Work in the manner set forth, described and shown in the Specifications or on the drawings for the Work and in the form of agreement.

Enclosed herewith is the Proposal Guaranty in the form specified in Section 20 of the General Provisions which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he/she will, within 15 days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 30 of the General Provisions; and that upon his/her failure or refusal to do so, the Proposal Guaranty accompanying his/her bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he/she has received the following Addenda:

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.

SIGNATURE ACKNOWLEDGES THAT: (Check One)

 X Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read the Airport Authority's Purchasing Policies and agrees that the provisions thereof shall apply to this bid.

ATTEST:

Brenda J. Wyskochil
Signature

By: Brenda J Wyskochil

Title: Office Manager

(CORPORATE SEAL)

BIDDER:

John P. Galnares
Signature

By: John P. Galnares

Title: Vice President



**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF Michigan)

COUNTY OF Grand Traverse)

John P. Galnares of lawful age, being first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

Subscribed and sworn to before me this 26th day of February, 2020.

My Commission Expires:

05/17/2025

Brenda J. Wyskochil
Notary Public



**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORT STATEMENT
as Required by 41 CFR 60-1.7 (b)**

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

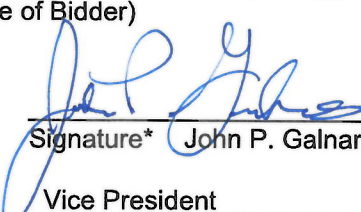
1. The Bidder (proposer) has () has not (X) developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has (X) has not () participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
3. The Bidder (proposer) has (X) has not () filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has (X) has not () submitted all compliance reports in connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of subcontracts.
5. The Bidder (Proposer) does (X) does not () employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he/she may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

Spence Brothers
(Name of Bidder)

By: 
Signature* John P. Galnares

Title: Vice President

Date: February 26, 2020

*Must be same signature on Bid Proposal



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

AIA Document A310™ - 2010 Bid Bond

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

CONTRACTOR

(Name, legal status and address):

Spence Brothers
203 S. Washington Ave., Suite 360
Saginaw, MI 48607
OWNER

(Name, legal status and address):

City of Charlevoix
210 State Street
Charlevoix, MI 49720

BOND AMOUNT

Five (5%) Percent of the accompanying bid

SURETY

(Name, legal status and principal place of business):

Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

PROJECT

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

Charlevoix Municipal Airport Fuel Farm Construction

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

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

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

Signed and sealed this 27th

day of February, 2020

Brenda J. Wyskochil
(Witness)



SPENCE BROTHERS

(Principal)

John P. Spence
(Title)

(Corporate Seal)

Dawn M. Schmaltz
(Witness) Dawn M. Schmaltz

Federal Insurance Company

Shelly L. Piechotte
(Attorney-in-Fact) Shelly L. Piechotte

(Corporate Seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Attn: Surety Department | 15 Mountain View Road | Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Julie Decker, Kimberly S. Demand, Peter N. Ewend C/C, Peggy A. Maschke and Shelly L. Piechotte of Saginaw, Michigan -----

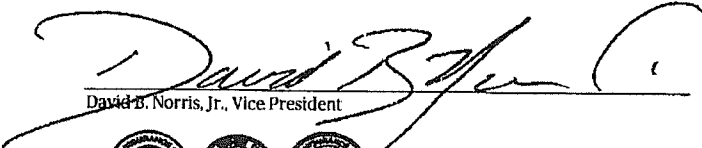
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of September, 2016.



Dawn M. Chloros, Assistant Secretary





David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

County of Somerset

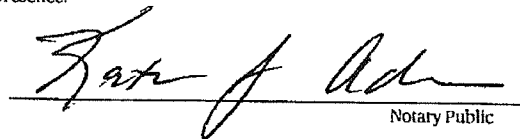
SS.

On this 1st day of September, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached.
- (iii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iv) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this February 27, 2020




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT THE ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

See attached Bid Bond.

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____ who, being duly sworn, deposes and says that he/she is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____, and the State of Michigan, to represent _____ of _____, a company authorized to make corporate surety bonds under the laws of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she has signed the attached bond in the sum of _____ (U.S. \$ _____) on behalf of _____

To the **City of Charlevoix** covering the **FUEL FARM CONSTRUCTION**.

Said _____ Further certifies that the premium on the said bond is \$ _____ which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except to _____ who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-fact

Address of Resident Agent

Acknowledgement for Attorney-in-fact

Address of Bond Company

Sworn to and subscribed before me

This ____ day of _____ 20__.

Phone Number

Notary Public, State of _____

Fax Number

My Commission Expires: _____

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

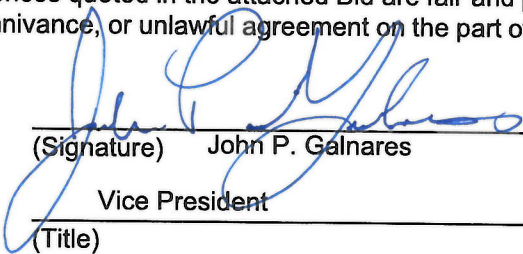
NON-COLLUSION AFFIDAVIT

STATE OF Michigan)

COUNTY OF Grand Traverse)

John P. Galnares, being first duly sworn, deposes and says that:

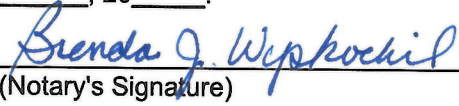
1. (S)He is Vice President of Spence Brothers, the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Charlevoix or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.


(Signature) John P. Galnares

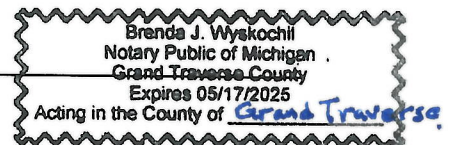
Vice President

(Title)

Subscribed and Sworn to before me of this 26th day of February, 2020.


(Notary's Signature)

Brenda J. Wyskochil
(Notary's Stamped or Printed Name)



Notary Public, in and for Michigan
County, Grand Traverse

My commission expires: 05/17/2025

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

**AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT 517 OF 2012**

The undersigned, as owner or authorized officer of the below named contractor (CONTRACTOR), pursuant to the compliance certification requirement by the State of Michigan, and as referenced by the City of Charlevoix (the Authority) in the Request for Proposal (RFP) which you are receiving, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an "Iran linked business" as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The CONTACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the Authority's investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Spence Brothers

Name of Contractor _____
By: John P. Galnares John P. Galnares
Its: Vice President
Date: February 26, 2020

STATE OF Michigan }
SS.

COUNTY OF Grand Traverse }

This instrument was acknowledged before me on the 26th day of
February, 2020

by Brenda J. Wyshochil.

Brenda J. Wyshochil
_____, Notary Public
Grand Traverse County, State of Michigan
My Commission expires: 08/17/2025
Acting in the County of: Grand Traverse

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

BIDDER'S QUALIFICATIONS

This project includes Designated Item classifications of L (Electrical Construction). If the prime bidder is not prequalified in the Designated Item classification, then it must use a subcontractor that is prequalified in classification L. This subcontractor must be designated prior to award of the contract to the confirmed low bidder.

DESIGNATED and SPECIALTY ITEMS

DESIGNATED ITEMS:

**COMPANY NAME AND ADDRESS OF
PREQUALIFIED SUBCONTRACTOR:**

(L) Electrical Construction

(COMPANY NAME)

(COMPANY ADDRESS)

SPECIALTY ITEMS:

None this project

N/A

(COMPANY NAME)

N/A

(COMPANY ADDRESS)

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

BIDDER'S QUALIFICATIONS

**INFORMATION ON COMPLETION OF
DESIGNATED AND SPECIALTY ITEMS PAGE**

The contractor may sublet the item(s) of work stipulated on the DESIGNATED and SPECIALTY ITEMS page in this proposal in accordance with Section 80-01 of the GENERAL PROVISIONS.

The percentage of contract work performed by a contractor's own organization shall comply with Section 80-01 of the GENERAL PROVISIONS. Section 80-01 requires twenty-five percent (25%) performance by a contractor's own organization.

If the contractor **IS NOT** prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this proposal, the contractor **MUST**, prior to contract award, indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor **MUST** sublet the appropriate items to the prequalified subcontractor named, **unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.**

If the contractor **IS** prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this proposal and does not intend to do the work with its own forces, the contractor may indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor **MUST** sublet the appropriate items to the prequalified subcontractor named, **unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.**

If the contractor **IS** prequalified in the DESIGNATED or SPECIALTY ITEMS noted and NO subcontractor is named, any later decision to subcontract said items of work is subject to the seventy-five percent (75%) limitation of subcontracting.

At the time that a subcontractor is named in a bid to perform any of the DESIGNATED or SPECIALTY ITEMS, that subcontractor must be prequalified for the classification which includes the work it is to perform. In selecting a subcontractor, the prime contractor shall assure itself that the prospective subcontractor has sufficient equipment, working force, and supervision to complete the designated or specialty items to be subcontracted within the specified time limit.

It is understood and agreed that the prequalification of the subcontractor by the Department pursuant to 1933 P.A. 170 is not a guarantee or warranty of the subcontractor's ability to perform or complete the work contained herein.

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

**REQUIRED DBE ASSURANCE
(TO BE INCLUDED IN ALL BID PROPOSALS)**

A Disadvantaged Business Enterprise (DBE) participation goal of **0.00%** has been established for this project.

The Bidder assures that it will utilize not less than 0 % of Disadvantaged Business Enterprise participation, and did not limit any DBE firms from submitting proposals to other bidders.

CERTIFICATION OF BIDDER FOR THE ABOVE:

BIDDER'S NAME: Spence Brothers

ADDRESS: 800 Hastings St. Suite A Traverse City, MI 49686

SIGNATURE:  John P. Galnares, Vice President

DBE CERTIFICATION DOCUMENTATION

1. Within five (5) working days after the receipt of bids, the lowest bidder shall submit documentation identifying any DBE companies to be used to satisfy the DBE requirements for the project.
2. A company must be certified as a DBE in the Michigan Unified Certification Program in order to count toward the established DBE goal for this project. A complete directory of all currently certified firms can be found at: <http://mdotjboss.state.mi.us/UCP>
3. In the event that the Bidder does not assure that the required DBE goal will be met on the form above, Schedule A on the following page shall be submitted within two (2) working days of the bid opening, as documentation that a good faith effort was put forth to obtain the DBE goal.

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT**

SCHEDULE A

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
DOCUMENTATION FORM**

This form shall be submitted within two (2) working days of the bid opening when the DBE participation goal of **0.00%** will not be met.

1. **Announcement:** List each publication directed at DBE's in which an announcement or notification was placed and attach a copy of each announcement from each publication.

Name of publication: _____

Address: _____

Dates of Announcement: _____

Target Audience: _____

Geographic Distribution: _____

Specific Subcontract Announced: _____

Bidder's Estimate of Approximate Dollar Value of Subcontract Announced: _____

2. **Contractor Associations:** List all majority and DBE construction contractor associations, construction supply associations, or general business associations that were notified and attach a copy of each notification letter.

Name and Phone Number of Association: _____

Date of Follow-Up Call: _____

Name of Caller: _____

Name of Association Representative Spoken To: _____

If no call, explain why not: _____

3. **DBE Solicitations:** List each DBE construction firm or supplier to which a letter of solicitation was sent and attach a copy of each solicitation letter:

DBE Company Name and Phone Number: _____

Area of DBE Expertise: _____

Date of Any Follow-Up Call and Person Spoken To: _____

4. List all DBE's from which a quotation was received and will not be used as a subcontractor:

DBE Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

5. Information concerning all subcontractors that will be used:

Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

Dates of Negotiation Meetings: _____

Place and Attendees: _____

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

February 26, 2020

Date

Signature John P. Galnares

Spence Brothers

Company Name

Vice President

Title

Airport: Charlevoix Municipal Airport
 Project: Fuel Farm Construction

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount Per Item
<u>BASE BID</u>					
C-102-5.1	Installation and Removal of Inlet Protection	3	EACH	\$ <u>130</u>	\$ <u>390</u>
C-102-5.2	Soil Erosion and Sedimentation Control Permitting	1	LSUM	\$ <u>450</u>	\$ <u>450</u>
C-105-5.1	Mobilization	1	LSUM	\$ <u>20,000</u>	\$ <u>20,000</u>
P-101-5.1	Asphalt Pavement Removal	10	SYD	\$ <u>35</u>	\$ <u>350</u>
P-152-4.1	Unclassified Excavation	30	CYD	\$ <u>35</u>	\$ <u>1,050</u>
P-152-4.2	Borrow Excavation	70	CYD	\$ <u>50</u>	\$ <u>3,500</u>
P-208-5.1	Aggregate Base Course	45	CYD	\$ <u>150</u>	\$ <u>6,750</u>
P-610-6.1	Reinforced Concrete Sidewalk, 6"	230	SYD	\$ <u>120</u>	\$ <u>27,600</u>
P-610-6.2	Concrete Bollard, As Specified	26	EACH	\$ <u>1,000</u>	\$ <u>26,000</u>
P-610-6.3	Concrete Curb, MDOT Tip-Out	100	LFT	\$ <u>40</u>	\$ <u>4,000</u>

CITY OF CHARLEVOIX
 CHARLEVOIX MUNICIPAL AIRPORT
 FUEL FARM CONSTRUCTION

P-17

PROPOSAL FORMS
 FEBRUARY 2020
 BID DOCUMENTS

Airport: Charlevoix Municipal Airport
 Project: Fuel Farm Construction

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount Per Item
D-701-5.1	8-Inch Ductile Iron Pipe, Class 52	60	LFT	\$ <u>115.</u>	\$ <u>6,900</u>
D-751-5.1	Oil-Stop Structure and Valve	1	EACH	\$ <u>11,000</u>	\$ <u>11,000</u>
S-100-1.1	Fuel System Storage, Delivery System and Accessories	1	LSUM	\$ <u>596,000</u>	\$ <u>596,000</u>
S-100-1.2	Replace Revenue Control System	1	LSUM	\$ <u>5,000</u>	\$ <u>5,000</u>
S-101-1.1	Prefabricated Shed, Furnished and Installed	1	LSUM	\$ <u>5,000</u>	\$ <u>5,000</u>
T-901-5.1	Seeding, Hydroseed with Fertilizer and Mulch	0.5	ACRE	\$ <u>5,000</u>	\$ <u>2,500</u>
T-905-5.1	Topsoiling (Furnished from off the Site)	35	CYD	\$ <u>63</u>	\$ <u>2,205</u>
260001	Electrical Distribution	1	LSUM	\$ <u>60,000</u>	\$ <u>60,000</u>

Total Base Bid Amount (In Words)

Seven hundred Seventy Eight ^{thousand} Six hundred Ninty Five
Zero

Dollars

Cents

Total Base Bid \$ 778,695.00

Seven hundred Seventy Eight Thousand
Six hundred Ninty Five & 20/100

Name of Bidder: Spence Brothers

(Typed or Printed)

Signature of Bidder:

(Same as Proposal Form)

Title:

Vice President

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MINUTES OF A SPECIAL ANNUAL MEETING
OF
THE BOARD OF DIRECTORS OF SPENCE BROTHERS

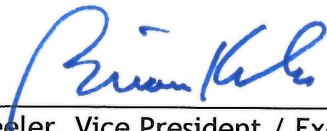
A Special Annual Meeting of the Board of Directors of Spence Brothers was held pursuant to verbal notice at the General Offices of Spence Brothers, 203 S. Washington Ave., Suite 360, Saginaw, Michigan, on the 6th day of February, 2020.

A majority of the Directors being present, the Chairman declared a quorum.

On Motion duly made, seconded and unanimously adopted, a resolution was passed conferring upon John P. Galnares, of Spence Brothers, the authority to sign construction proposals and to execute contracts on behalf of the Corporation until February 26, 2021, said proposals and contracts, when signed by John P. Galnares, to be entirely binding upon the Corporation.

There being no further business to come before the Board Meeting, the meeting adjourned.

Dated: February 6, 2020

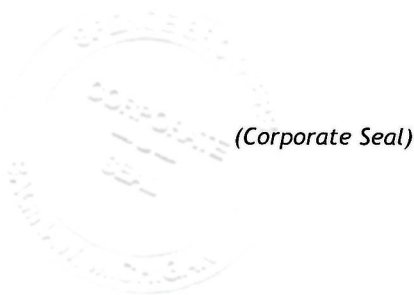


Brian C. Keeler, Vice President / Executive Secretary

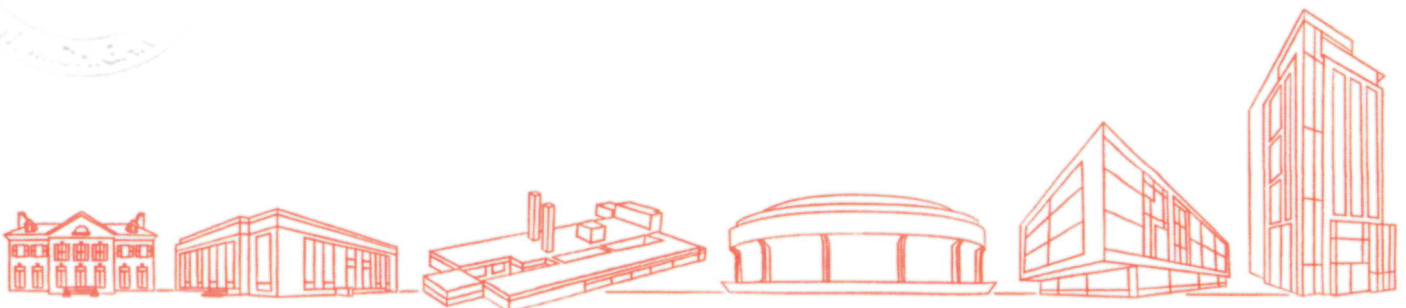
Brian C. Keeler, hereby certifies that he is Vice President / Executive Secretary of Spence Brothers and that the above is an exact and true copy of the Minutes of the Special Annual Meeting of the Board of Directors of Spence Brothers held on February 6, 2020.



Brian C. Keeler, Vice President / Executive Secretary



(Corporate Seal)



**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amendment made this ____ day of _____, in the year of 2020, to the Agreement made on the 16th day of April, in the year of 2019.

BETWEEN THE Owner (hereinafter referred to as Sponsor),

City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

and the Engineer (hereinafter referred to as the Consultant),

RS&H Michigan, Inc.
G-3101 West Bristol Road, Suite 300
Flint, Michigan 48507

for the following project:

Location: Charlevoix Municipal Airport
Charlevoix, Michigan

Description: Fuel Farm Expansion

Change: Article 3 - Payment, Element 3.1 – Fee to read as follows:

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30 and 1.31, a firm fixed fee not to exceed Twenty-Three Thousand Four Hundred dollars (\$23,400.00) for Phase (2) Construction. A breakdown of the additional services for this amendment are included as Attachment A-1. A breakdown of the additional costs for this amendment are included as Attachment C.

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions, for Phase (2) Construction.

All other terms and conditions of the contract between the parties remain unchanged and in effect.

IN WITNESS WHEREOF the parties hereto have fixed their hand this date first written above.

ACCEPTED BY THE SPONSOR

SIGNED IN THE PRESENCE OF

CITY OF CHARLEVOIX

By:

ACCEPTED BY THE CONSULTANT

SIGNED IN THE PRESENCE OF:

RS&H MICHIGAN, INC.

By:

Patrick T. Frame
President



CHARLEVOIX MUNICIPAL AIRPORT

Attachment C

FUEL FARM EXPANSION - CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE		PROJECT OFFICER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	RES. PROJ. REPRESENT.	CADD TECHNICIAN	SUPPORT STAFF	TOTAL
Construction Phase Services									
	Task 1.1 Contractor Submittal Review			4					4
	Task 1.2 Technical Plan Interpretations			4	8				12
	Task 1.3 Change Orders			4	4				8
	Task 1.4 Substitution Review		4	8					12
	Task 1.5 Site Inspections		8	8					16
	Task 1.6 Pre-Construction/Weekly Progress Meetings		16	16					32
	Task 1.7 Review Materials Acceptance Test Results		2	4	4				10
	Task 1.8 Substantial Completion Inspections and Punchlists		8	8					16
	Task 1.9 Prepare Record Drawings			4	4				8
	Task 1.10 Warranty Inspections		8	8					16
	Task 1.11 Coordination with Sponsor		4	4					8
	Task 1.12 Pre-Construction/Progress Meeting Minutes			6					6
	Task 1.13 FAA Grant Documentation		2	4	4				10
	TOTAL HOURS	0	52	82	24	0	0	0	158
	RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$32.00	\$24.00	\$18.00	
	TOTAL DIRECT LABOR \$	\$0	\$2,912	\$3,444	\$720	\$0	\$0	\$0	\$7,076
	OVERHEAD @	174.86%							\$12,373
	PROFIT @	11%							\$2,139
	TOTAL BURDENED LABOR @	3.05							\$21,588
OTHER DIRECT NON-SALARY COSTS									
		# DWGS	# PAGES						
REPRODUCTION		@	@						
		\$1.50	\$0.10		#SETS				
	Drawings	15			2				\$45
	Reports/Specifications		410		2				\$82
	TOTAL REPRODUCTION								\$127
		# PCKGS	# PCKGS						
POSTAGE/DELIVERY		@	@						
		\$15.00	\$3.00						
	Drawings and Specifications	2	15						\$75
	TOTAL POSTAGE/DELIVERY								\$75
TRAVEL					Airfare @	Car @	Per Diem @	Lodging @	
		# People	# Days		\$ 400	\$ 70	\$ 51	\$ 120	
	Pre Construction Meeting	1	1		\$0	\$70	\$51	\$120	\$241
	Construction Site Visits (1 visit / Week)	1	5		\$0	\$350	\$255	\$600	\$1,205
	Final Inspection	1	1		\$0	\$70	\$51	\$120	\$241
	TOTAL TRAVEL								\$1,687
	TOTAL ODC's								\$1,889
	Total Proposed Lump Sum Fee for:	Construction Phase Services							\$23,400

**ATTACHMENT E
SCOPE OF SERVICES**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

**Fuel Farm Expansion
Construction Phase Services**

This Scope of Services will be in accordance with all the requirements of the Professional Services Agreement, dated April 16, 2019.

PROJECT DESCRIPTION

This project consists of construction phase services related to the Fuel Farm Expansion project and all related items.

The current schedule calls for a Notice-To-Proceed for construction in April of 2020, with construction being complete in May of 2020. If construction exceeds 39 calendar days, the need for a supplemental work order to extend RS&H services will be evaluated.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant will provide services to support construction that will include, but not be limited to:

- 1.1 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.
- 1.2 Provide on a timely basis, so as not to negatively impact the construction schedule, the sponsor and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.
- 1.3 Review and concur with change order scope, cost and any modifications to the construction schedule.
- 1.4 Review and recommend for sponsor acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.
- 1.5 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant will notify the sponsor immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.
- 1.6 Prepare for and attend a Pre-Construction Meeting prior to the construction notice to proceed and during construction prepare for and attend weekly construction progress meetings.

- 1.7 Compare test results against specification standard and notify the sponsor of any concerns. Provide recommendations as needed to address concerns.
- 1.8 Participate in substantial completion inspections and prepare punch lists.
- 1.9 Prepare 'record drawings'. These documents will include all field changes recorded and incorporated during the project.
- 1.10 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with the contractor and the sponsor providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.
- 1.11 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the sponsor.
- 1.12 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.
- 1.13 Prepare FAA grant documentation as required, including grant quarterly performance reports and grant closeout reports.

SCHEDULE

The following preliminary schedule is currently anticipated:

Notice to Proceed	April 2020
Construction Duration	39 Calendar Days
Substantial Completion	May 2020

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-03-02
EXECUTION OF AMENDMENT NO.1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the City is approving an amendment to the Contract for Professional Engineering Services with RS&H Michigan, Inc. for the Fuel Farm Expansion; and

WHEREAS, the scope of the construction administration (CA) includes review of all contractor submittals, requests of information, testing information, change orders, attending weekly construction progress meetings as well as providing staff visit for construction oversight, and production of construction and FAA grant documentation; and

WHEREAS, the contract cost for CA services will be Twenty Three Thousand Four Hundred Dollars and zero cents (\$23,400.00).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Amendment No.1 to the Agreement for Professional Engineering Services for the Fuel Farm Expansion project which includes construction administration, after review by City Staff and the City Attorney.

RESOLVED this 2nd day of March, 2020 A.D.

Resolution was adopted by the following yea and nay vote: entitlement

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Deer Management Update

DATE: March 2, 2020

PRESENTED BY: Gerard Doan, Police Chief

BACKGROUND:

Recently I spoke with Big Rapids Public Safety Officer Danielle Haynes. Officer Haynes is in charge of a deer cull that was conducted in January of this year in which sixteen deer were taken within the city of Big Rapids. I was presented with a copy their Resolution authorizing a deer cull, a cooperative service agreement between the city of Big Rapids and the United States Department of Wildlife Services, a work plan, financial plan, and a copy of the urban white tailed deer conflict management policy and procedures. These items are very helpful if the City decides to move forward and conduct a cull.

The city of Big Rapids utilized the services of the United States Department of Wild Life Services to conduct their cull. I contacted Earl Krum from the Department and he informed me they conduct several deer culls in the state of Michigan every year. He stated they usually do a site visit to determine the best locations and could conduct a deer survey to recommend how many deer would be harvested followed up with a two night cull. Permits would be obtained through the Michigan DNR. The meat is typically donated to the Michigan Sportsman Against Hunger but it could be donated locally. He estimated a cost of \$7500 to conduct a cull.

RECOMMENDATION:

Schedule a public hearing at some point in the future to gain public input on next steps for deer management.

ATTACHMENTS:

- ▣ Related Deer Management Documents

RESOLUTION NO. 20-05

Commissioner James moved, seconded by Commissioner Cochran, the adoption of the following:

RESOLUTION AUTHORIZING DEER CULL

WHEREAS, in 2014 the City Commission received a petition signed by approximately 90 citizens requesting that the City develop, establish and implement an on-going annual plan to eliminate deer herds in the area of Cherry, Willow, Magnolia, Lilac, Cypress, and Osburn Streets, and

WHEREAS, the Director of Public Safety has proposed that if a deer culling is to be conducted within the City of Big Rapids, it shall be conducted by the U.S. Department of Agriculture Wildlife Services and will remove between 5 and 15 deer, and

WHEREAS, the U.S. Department of Agriculture Wildlife Services has drafted a Cooperative Service Agreement, which will include a Work Plan and a Financial Plan, that would allow for 3 visits (one site visit prior to removal efforts and two visits to conduct the removal) not to exceed \$5,594.41, and

WHEREAS, if the deer cull is successful on the first day there will be no need for a second day and the cost will be reduced, whereby the City will only be billed for the work required to harvest an acceptable number of deer, and

WHEREAS, harvested deer would be field dressed by Wildlife Services and turned over to the City for donation to charity, and

WHEREAS, advanced notice of a culling will be provided to residents via personal contact.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Safety is hereby authorized to conduct a deer cull during night time hours in January, within the specified areas of Cherry, Willow, Magnolia, Lilac, Cypress, and Osburn Streets.

BE IT FURTHER RESOLVED, that a contract be established between the City and the U.S. Department of Agriculture Wildlife Services for actual expenses incurred and the Deputy Director of Public Safety is authorized to sign said contract.

BE IT FURTHER RESOLVED that the cost be expensed to Account No. 101-301-801.009 (Contracted Services – deer cull).

Yeas: Andrews, Cochran, Eppley, Hogenson, James

Nays: None

The Mayor declared the resolution adopted.

Date: January 6, 2020

COOPERATIVE SERVICE AGREEMENT
Between
City of Big Rapids
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the City of Big Rapids agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The City of Big Rapids will provide the U.S. Department of Agriculture the sum of \$5,594.41 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The City of Big Rapids ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
6. City of Big Rapids certifies that APHIS WS has advised the City of Big Rapids that there may be private sector service providers available to provide wildlife management services that the City of Big Rapids is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective 01 January, 2020 and shall continue in effect until 01 April, 2020. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the City of Big Rapids does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 386004663

City of Big Rapids
226 N Michigan Ave
Big Rapids, MI 49307

USDA-APHIS-Wildlife Services
2803 Jolly Rd, Suite 100
Okemos, MI 48864

 1/7/2020
Cooperator's Signature Date

State Director Date

WORK PLAN

Wildlife Species: White-tailed deer

Description of Damage: The City of Big Rapids has seen an increase in complaints regarding damage to landscaping, vehicle-deer collisions, and damage to native plants and wildflowers. Efforts to alleviate the damage have included non-lethal harassment techniques, deer resistant landscaping, and small culls resulting in few deer taken. Despite these efforts, damage and complaints are still occurring and The City of Big Rapids would like to utilize Wildlife Services to remove a limited number of deer.

Location: The City of Big Rapids in Big Rapids, MI

Services Provided: This agreement will allow for 3 visits (one site visit prior to removal efforts and then two visits to conduct the removal). Wildlife Services will utilize suppressed firearms (potentially with night vision equipment) from elevated stands, blinds, and/or vehicles. Wildlife Services will assist with field dressing and removal of the carcasses from the bait sites. The City of Big Rapids project manager will be responsible for baiting and processing of deer carcasses. Wildlife Services will coordinate with the City of Big Rapids project manager to locate bait sites and shooting zones on and within The City of Big Rapids. At the completion of this project, The City of Big Rapids may consult with Wildlife Services and the Michigan Department of Natural Resources to determine if another control visit is necessary. If an additional control visit is warranted, a new agreement shall be developed and signed.

This Work Plan is contingent upon the approval of this Cooperative Service Agreement, review of the Work Plan and approval and issuance of a permit by the Michigan Department of Natural Resources.

FINANCIAL PLAN

Personnel Costs	\$3,509.25
Travel.....	\$ 247.50
Vehicle Fuel	\$ 240.00
Supplies	\$ 193.58
Equipment	\$ 209.52

Subtotal (Direct Costs)\$4,399.85

Pooled Job Costs\$ 483.98

Indirect Costs\$ 710.58

TOTAL\$5,594.41

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$5,594.41.

Financial Point of Contact

City of Big Rapids: Danielle Haynes Phone 231-527-0005
<Name to call for billing questions>

APHIS, WS: Mandy Hight (517) 318-3462
Budget Analyst Phone



Big Rapids
Department of Public Safety
495 North Michigan Avenue
Big Rapids, MI 49307



December 6, 2019

Dear Pete Kailing,

I'd like to request deer permits for the City of Big Rapids to complete a deer cull due to an over population of deer within the city limits. This overpopulation has been an issue within the City of Big Rapids for several years. The abundance of deer in our area makes using options such as fencing and other options of this nature impractical.

The City of Big Rapids has implemented the use of a cull several times over the past decade to ease the burden and damage caused by the deer. We have received complaints of damage to plants and shrubs caused by deer, specifically in city district 3. This area is in close proximity to the main thoroughfares which bring commuters to Big Rapids daily and often result in car/deer crashes.

The last cull was completed in January of 2018 in which we utilized the USDA Wildlife Services and intend to use them again upon receipt of the permits. Our goal for the cull will be 15 deer which we believe will have an impact in lowering deer density in this area.

Our City Commission has supported these efforts in the past and we believe they will again pass a resolution in support of these efforts. We plan to contract with USDA Wildlife Services to complete the cull, and the meat will be processed and donated via Michigan Sportsman Against Hunger.

Sincerely,

Danielle Haynes, Deputy Director- Police Division
Big Rapids Department of Public Safety

Wildlife Division  Policy & Procedure	Topic White-Tailed Deer and Urban Conflict	
	Authority MCL 324.40114	Date Drafted:
	Responsible Region/Section/Unit	

Title Urban White-Tailed Deer Conflict Management Policy and Procedures	Number
--	---------------

DEFINITIONS

Urban/Suburban – The U.S. Census Bureau considers urban and suburban areas as a densely developed territory, and encompass residential, commercial, and other non-residential urban land uses. Often, hunting cannot take place in an effective and efficient traditional manner due to the layout and structure of the land and the proximity to human inhabitants on most or all of the public land.

Damage – One type of urban conflict where a group of animals is engaging in destructive, depredating behavior that results in a loss of public resources or commercial value.

Hunting Seasons – These include the firearm season, muzzleloading season, archery season, early antlerless firearm season, late antlerless firearm season, Liberty Hunt, and Independence Hunt.

Lethal Management – Methods used to remove deer where the final disposition of the animal is mortality, including: hunting, trap and euthanasia, and sharpshooting.

Non-Lethal Management – Tools used to discourage the presence of deer, including: fencing, repellents, scare tactics, habitat alterations, etc.

Nuisance – One type of urban conflict where a group of animals is engaging in undesirable or impeding behaviors.

Hazardous Situations – Areas where the presence of any deer, regardless of number, create potentially dangerous or life-threatening situations.

POLICY

While white-tailed deer are highly valued by Michigan residents, conflicts between deer and humans occur at various levels of intensity across the State. Suppressed forest regeneration, high rates of deer-vehicle collisions, and destruction of landscaping and other property by deer can exceed social tolerances in urban/suburban areas where deer populations are abundant. Many individuals experiencing these conflicts frequently request assistance from their local elected officials, who often lack experience or expertise in solving such problems. These officials often turn to the Department of Natural Resources (DNR) to resolve these conflicts, which in many cases are polarizing and become highly politicized. While the DNR attempts to minimize deer-human conflicts by managing deer at appropriate levels through hunting, development and implementation of new strategies will be necessary to successfully manage deer in areas where hunting may be limited or restricted. The role of the DNR is to provide technical assistance and flexibility in the management options available, within reason. The final decision on which management approach should be pursued is the decision of the municipal/community representative or landowner, pending DNR approval.

One of the primary objectives of Michigan's Deer Management Plan is to increase the effectiveness at managing deer impacts in urban and suburban areas where conflicts with deer can be impactful and potentially hazardous to humans. The Urban White-Tailed Deer Conflict Management Policy and Procedures of the Michigan DNR will:

1. Emphasize the harvest of white-tailed deer during existing deer hunting seasons using legal methods, where applicable.
2. Provide assistance and information in the use of lethal and non-lethal methods of reducing human conflict with white-tailed deer where hunting is not applicable or its impact can be limited.
3. Maintain a permitting system that allows for the expeditious response to potentially hazardous situations.

Title	Urban White-Tailed Deer Conflict Management Policy and Procedures	Number
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4. Provide guidance to landowners and municipalities to resolve conflicts with urban deer through a clearly defined process.

PROCEDURES:

I. Urban Deer Conflicts on Municipal Land and Certain Private Lands

As deer have lost their inhibitions of humans and densely populated areas, they have taken advantage of an environment that provides sufficient cover, abundant food, and freedom from natural and human predators (recreational hunters). Increasing numbers of urban deer-vehicle accidents and excessive damage to plants (landscaping or natural vegetation) are the most common conflicts with deer in these settings. In addition, concerns of disease associated with an abundant deer population living so closely with humans (e.g. bovine tuberculosis, Lyme disease) also arise.

Perhaps the most challenging aspect of deer management is the issue of how to deal with deer in urban and suburban areas where use of lethal control as a management tool has been unavailable. In most cases, municipal/community leaders must work together with stakeholders to gain acceptance of these highly effective, lethal techniques and utilize them in conjunction with a variety of non-lethal techniques to successfully reduce human-deer conflicts in these urban-suburban areas.

A variety of deer management tools, both lethal and non-lethal are available for municipal lands as well as certain privately owned lands. Lethal tools are more effective than others but may be unacceptable in areas where social or safety concerns are an issue. Applying a combination of several techniques specifically tailored for each situation should prove to be more successful than utilizing a single tool.

Municipal/community Representative or Landowner	Acknowledge there is concern amongst their constituency that urban deer may pose a problem. Contact the local wildlife biologist or deer specialist/biologist with supporting documents.
Wildlife Biologist, and/or Deer Specialist/Biologist, Field Operations Manager, Regional Supervisor or appointed Conservation Officer	1. Provide the appropriate municipal representative or landowner with information on urban deer management options once the Michigan DNR has been contacted. a. Provide options for non-lethal management, including fencing, repellents, baiting/feeding bans, etc. If the situation <i>can be resolved</i> through non-lethal management or hunting seasons, no further reporting or action is necessary. b. If the situation <i>cannot be resolved</i> through use of non-lethal means or hunting seasons, the biologist may conduct a site visit and advise the municipal representative of the <u>Damage and Nuisance Animal Control Permit request process</u>. Provide instructions for applying for a <u>Damage and Nuisance Animal Control Permit</u>. The prospective applicant should also be informed of the <u>Prohibited Methods of Deer-Human Conflict Resolution (Appendix A)</u>.
Wildlife Biologist	2. The Wildlife Biologist may inform the municipal representative of the options available for deer conflict resolution. The community is strongly encouraged to hold public meetings or determine the support for options that they are willing to consider. <u>If damage due to overabundant deer is being claimed, documentation or proof of damage should be provided to the biologist.</u>
Municipal Representative	Conduct public meetings, issue communications, discuss options with citizens and municipality leaders. Engage DNR experts to address questions and concerns.
Municipal Representative	2. Submit a <u>Damage and Nuisance Animal Control Permit</u> request to the Wildlife Biologist and a conflict resolution plan.

Title		Number
Urban White-Tailed Deer Conflict Management Policy and Procedures		
Wildlife Biologist	3. The Wildlife Biologist will attach a short report accompanying the request that includes a brief history of urban deer management discussions he or she has had with the municipality and whether or not the biologist supports the conflict resolution plan outlined by the request. The Wildlife Biologist will send a copy of the report to the Regional Supervisor, Deer Specialist and/or Program Biologist, and District Law Enforcement Supervisor.	
Regional Supervisor and/or Deer Specialist/Biologist	4. In considering the request, the Regional Supervisor and/or Deer Specialist/Biologist will give major consideration to public health and safety considerations outlined in the application, as well as the use of non-lethal and the use of lethal methods. If the request has merit, issue a <u>Damage and Nuisance Animal Control Permit</u> .	
Municipal Representative/Permittee	5. The permittee must keep record of all animals taken during the valid permit dates. If the use of sharpshooting is approved, the permittee must maintain a current, accurate list of the names of approved, designated sharp shooters. A copy of the <u>Damage and Nuisance Animal Control Permit</u> must be in the possession of each sharp shooter while in the act of taking a deer.	
Municipal Representative/Permittee	Within 30 days after the permit expiration date, the permittee will submit a final report to the Wildlife Biologist. The report will assist in future decision making processes. The report should document all aspects of the deer removal process, including any public reaction to the deer removal or control.	
Wildlife Biologist	Send the report to the Wildlife Permit Specialist.	

II. Urban Deer Conflicts Resulting in Hazardous Situations

Hazardous areas are meant to be free of deer due to the activities that take place on the grounds. These areas are typically airports and automobile proving grounds where collisions with deer at a very high rate of speed could result in serious human injury or fatality.

Wildlife Biologist and/or authorized representative	Any complaint involving a hazardous situation or a public safety issue must be addressed immediately. Under various circumstances, an onsite inspection is not required in order to authorize lethal management. Follow the <u>Instructions for Deer Conflict Permits and Exceptions (IC2018-4)</u> section on <u>Public Safety Issues Regarding Deer</u> .
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III. Permit Not Issued

The following procedure should be followed by the Wildlife Biologist when a permit is not issued:

Wildlife Biologist	1. Send a letter to the requestor within 10 business days specifying the exact reasons why the permit was not issued. The format for the Letter is as follows: a. Use official <u>Michigan DNR Letterhead (R1026e)</u>. b. Include the applicant's name, address, and date of the letter. c. The first paragraph should include: i. Personnel involved in overseeing the conflict mitigation and review period of the application. ii. A statement advising the complainant that a permit will not be issued. d. The second paragraph should state the reasons the permit is not being issued and briefly summarize measures that can be used to improve the application status in the future. e. Include the Wildlife Biologist's signature, address, and telephone number in the closing of the letter.
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Title Urban White-Tailed Deer Conflict Management Policy and Procedures	Number
	f. Send a copy of the letter to the Regional Supervisor and Law Enforcement District Office. g. The Wildlife Biologist may refer a complainant to the appropriate Regional Supervisor.

REFERENCES

Natural Resources and Environmental Protection Act, Act 451 of 1994.

 Dr. Russ Mason, Chief	<u>12-15-2016</u> Date
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APPENDIX A. PROHIBITED METHODS OF DEER-HUMAN CONFLICT RESOLUTION

1. Translocation of Deer

The live-capture, translocation and release of deer into a free-ranging situation will not be authorized by this permitting process. Deer will not be translocated and released back into wild populations for the following reasons:

- The State of Michigan will not facilitate the potential spread of any disease or parasite that may be harbored by a deer to another part of the state.
- Translocating deer into a different area is likely to cause stress to and provide competition for resources with resident deer (Scillitani et al 2013).
- Research shows the survival of translocated deer is low largely due to traumatic side effects such as capture myopathy and deer vehicle accidents resulting from unfamiliarity with the new terrain (Jones and Witham 1990).
- Research also shows that translocated animals disperse over greater distances once at release sites than resident populations (Whisson et al 2012).

2. Contraception or Sterilization of Deer

The use of contraception or sterilization of free-ranging white-tailed deer shall not be endorsed as a conflict resolution method authorized by this permitting process. Contraceptive and sterilization research could potentially be approved as a research project given proper funding, research personnel with extensive background and experience, identification of objectives and appropriate methodology, and location of need. Currently, the MDNR is not providing or soliciting funding or research for these techniques. These methods will not be permitted through this process for the following reasons:

- Contracepting or sterilizing deer does not immediately remove deer from a conflict situation.
- Current research has shown that fertility control can limit deer population growth in fenced areas and islands (Merrill et al 2006, Rutberg and Naugle 2008), but has been ineffective at controlling free-ranging deer herds.
- Research by Kirkpatrick et al (2011), indicate the challenges in the development and application of vaccine-based wildlife contraceptives are diverse and include differences in efficacy across species, safety of vaccines during pregnancy, the development of novel delivery systems for wild and wary free-ranging animals, and the constraints of certain non-contraceptive effects, such as effects on behavior.
- Kirkpatrick et. al (2011) also indicated that even when used successfully, challenges remain to improve delivery systems, modify vaccine components to enhance the duration of effectiveness, assure comprehensive safety, develop a sustainable funding base for research, and achieve general social acceptance.
- A study by Gilman et al (2010) show changes in maternal status imposed by sterilization may act to increase movement and mortality rates among sterilized females, resulting in an increase in deer-vehicle collisions.

APPENDIX B: APPROVED LETHAL METHODS OF CONFLICT RESOLUTION

1. Public Hunting

Public hunting, either with selected or state licensed hunters is the most preferred, economical and practical method of removing deer, even in urban areas. Even if firearms cannot be used, or are not feasible, archery hunting can typically be safely used to remove deer in urban areas. Local governments are encouraged to use hunting for deer population management, which may involve reviewing and changing local ordinances if currently prohibited.

2. Sharp Shooting

This technique is sometimes used near human-populated areas to safely, humanely, and efficiently remove deer. Sharp shooting is an intensive method of deer removal by competent marksmen and should not be considered or mistaken for a form of hunting.

- a. The landowner, homeowner's association, or government entity must submit a detailed plan for sharp shooting to the Wildlife Biologist for approval, which reasonably attempts to resolve the problem on a localized scale (per MDNR's discretion) for an extended period of time. The plan must include:
 - i. Introduction - brief history of the conflict and a description of the area, including its location (political township, township, range, and section) or address and size. Describe in detail the extent of damage or conflict caused by the deer, attaching any supporting documentation as an appendix. Any additional problems/issues associated with the deer should be described as well.
 1. Authority –specifically cite your legal authority to act on behalf of those being affected and to conduct such activities on the lands where the sharp shooting will occur.
 2. Goal – describe the long term objectives of the sharp shooting plan
 3. Alternatives - a review of other alternatives (lethal and nonlethal) to sharp shooting including the reasons that these are not viable.
 4. Logistics – describe in detail the following:
 - a. Number of deer to be culled – discuss the number of deer to be removed by sharpshooting and supporting information for the recommendation. (Note: Deer density estimates or counts are not required. Discussion with potential contracted sharpshooters and community involvement will best aid estimated number of deer to remove. Any discussion of age and sex restrictions of the deer to be removed would occur in this section.)
 - b. Timing - when sharpshooting will be conducted
 - c. Personnel – who will be conducting the cull and how/why the individuals were selected.
 - d. Methods – what methods, equipment (ex. type of firearm), and aids or special exceptions will be used to perform the sharp shooting.
 - e. Safety Issues – discuss all safety issues and how these issues will be specifically addressed during sharp shooting operations.
 - f. Utilization plan – describe how the culled deer will be utilized/disposed.
 - g. Long Term Management Plan – proposed management techniques to be employed once sharp shooting has been completed to meet the long term objectives of the sharp shooting plan.
 - h. Public Information Plan – List all efforts that have been undertaken to discuss the problem with affected individuals. List all efforts that will be undertaken to inform affected individuals as the plan is implemented.
 - i. Lead Contact – list the contact information for the designated individual, including a phone number and email address who affected individuals can contact immediately about any concerns during the sharp shooting operation. The Wildlife Biologist will forward the plan to the Deer Specialist/Biologist, Regional Supervisor, and District Lieutenant for review. Upon consensus agreement, a Damage and Nuisance Animal Control Permit will be issued by the Permit Specialist.

3. Trap and Euthanasia

This method is seldom used, but is an option in areas where lethal techniques have been approved but hunting or sharpshooting are not possible due to safety concerns. It is an inefficient, expensive, and controversial method that should only be considered as a last resort.

Deer may be humanely euthanized according to the acceptable methods applicable to free-ranging wildlife as described by the American Veterinary Medical Association. These include:

- **Noninhaled agents:** Overdoses of injectable anesthetic agents (including barbiturates) and T-61. Other agents may be used that are acceptable for domestic or captive wildlife. Premedication with an injectable or inhaled agent may reduce animal distress and/or human safety risks, under some circumstances. Inhaled agents are less preferred due to the necessity of restraint and proximity to humans. The use of pharmacologic agents often prevents the option for venison to be donated, which is a desirable outcome of any lethal management program.
- **Physical methods:** Gunshot to the head is acceptable provided the bullet placement can be assured. Gunshot targeted to the heart (chest) or to the neck (vertebrae, with the intent of severing the spinal cord) may also be used for free-ranging or other settings where close approach is not possible or where the head must be preserved for disease testing (rabies, Chronic Wasting, or other suspected neurologic diseases).

REFERENCES

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Kirkpatrick, J., R. Lyda, and K. Frank. 2011. Contraceptive vaccines for wildlife: a review. *American Journal of Reproductive Immunology* 66: 40-50.

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Whisson, D. A., G.J. Holland, and K. Carlyon. 2012. Translocation of Overabundant Species: Implications for Translocated Individuals. *The Journal of Wildlife Management* 76(8): 1661-1669.

POSITION PAPER

To: City Manager Mark Gifford / City Commission
From: Deputy Director Danielle Haynes
Date: December 27, 2019
Reference: Deer Cull 2020

Purpose:

This plan is based on the process established over the past several years in hope to maintain community support of the deer cull. The City Manager has been approached by homeowners in the same area of concern (Willow, Lilac, Magnolia, Winter and River) as years past. The primary concern is the destruction of private property the deer cause by eating plants, flowers, and shrubs

Background:

Since 2001 there have been 13 prior deer culls in the City of Big Rapids. A variety of approaches have been used to curb the deer population. In 2014, the city began to utilize the U.S. Department of Agriculture Wildlife Services to complete the deer cull.

Proposal:

It is my proposal to continue utilizing the U.S.D.A. Wildlife Services to conduct a deer cull in the City of Big Rapids, aiming to remove between 5 and 15 deer. The cull will take place after dark, as the Wildlife Services will use night vision equipment to aid in the process.

The Wildlife Service will safely, humanely, and effectively remove deer in urban areas. The technique used involves the lethal use of a suppressed rifle by trained Wildlife Service employees.

In order to proceed with the lethal removal of the deer by this organization, the City must first obtain the permits from the Department of Natural Resources.

The Wildlife Services has drafted a Cooperative Service Agreement which includes their Work Plan and Financial Plan, once this is signed, this will allow the Wildlife Services to proceed with the removal. Billing would occur after completion of the project and would be the actual expenses incurred.

Advanced notice of the cull will be provided to those residing in the area. I would encourage future nuisances of deer and property damage to be reported and tracked through the City's See Click Fix application.

We will coordinate with Michigan Sportsman Against Hunger to process and donate the deer back into our community.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Downtown Reserved Parking Spaces

DATE: March 2, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

We have long charged a fee for reserved parking spaces around the downtown. Until last year, this practice was limited to the Acacia Lot but it was then spread to the Kusina and DeWitt Lots in addition to the Acacia Lot; Council previously discussed eliminating reserved spaces at the foot of Antrim Street by the performance pavillion. Council has discussed different prospects for these spaces for the coming year and you requested the opportunity to think more about these. Ultimately, staff needs direction from Council on your intent for the rate and rules for the spaces. Below, I've listed some items you've already discussed and some other potential considerations for you.

- Rate of \$1,250 per season (May 1-October 31) or a bid rate of at least that amount
- Limiting spaces to one per buyer at a time
- Preference for business operators?
- Limiting length of vehicles parked in these spaces to aid traffic flow
- Prohibit additional signage

Last year, we sold the permits for these spaces on April 15. Similar timing would still allow you ample opportunity to discuss and give direction this year.

RECOMMENDATION:

Council discussion and direction.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Telephone Upgrade Proposal

DATE: March 2, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Last fall, we retained Abilita to assist us in assessing our telephone needs and drafting a request for proposals for a new system. We received eight proposals and narrowed it down to two finalists. A team of staff along with Abilita consultants interviewed two finalists who demonstrated their technology. At the end of the process, we recommend Telnet as a provider of phones and service going forward.

Ultimately, we believe there will be significant annual service savings by converting to a VoIP system from our current AT&T system. We anticipate savings will be around \$1,000 a month once fully implemented. Additionally, we believe the new system will lead to increased Staff productivity and customer service enhancements.

The bid amount is right about \$32,000 though we expect this will go up or down slightly depending on final equipment selection. This was factored into the 2021 budget. We are targeting full installation before Memorial Day and have stipulated the vendor return to Charlevoix to assist with installation in the new Public Services Facility at no additional charge.

RECOMMENDATION:

Motion to authorize Telnet as the City's telephone vendor based on their proposal and the recommendation of Abilita and authorize the City Manager to sign all necessary documents and order equipment based on final installation requirements.

ATTACHMENTS:

- ▣ Recommendation letter from Abilita

February 25, 2020

Mark Heydlauf
City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Mark:

As your telecommunications consultant, we have enjoyed working together with you and Joyce to improve services and lower costs during the past 4 years. For this project, we were engaged to assist the City replace the existing telephone system. We helped the City issue a Request for Proposals document and evaluated the bids that were submitted by eight telecommunications system integrators. After a process that involved presentations by two finalists, we recommend Telnet Group for the following reasons:

- The proposed system, the Mitel Connect system, is a proven state of the art telephone system from a world class manufacturer that has been installed in thousands of sites around the country and Telnet Group has implemented many systems locally, including at the City of Farmington Hills, Charlevoix County and East Jordan Iron Works.
- Telnet Group has a long track record of supporting local businesses and organizations throughout Michigan. They have excellent references in local government, and we are familiar with their work at a few mutual clients.
- The bid price for Telnet Group, while not the lowest Purchase price (\$31,995), was the lowest from a system integrator with several local installations (public and private sector) of similar size as Charlevoix (or larger). We felt it was important for support to come from an integrator in Michigan with local government expertise, especially with Cities.
- Telnet Group is located in Linden, MI. Despite the fact that much of the support for today's communications systems can occur remotely, we still believe local vendor support is a benefit.
- While meeting all of the bid specifications, the company demonstrated ease of use for both end users and ongoing system administration to City management at their presentation.

If you have any questions regarding this recommendation, please let us know

Yours truly,



Dan Aylward
Consultant
Abilita



Paul Anker
Consultant
Abilita

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager Comments

DATE: March 2, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Ferry Avenue Boat Launch Improvements

During our study last year regarding BIBCO and the Ferry Avenue Boat Launch, it became apparent there are enhancements we could make to improve the accessibility and ease of use of our boat launch and potentially expand its capacity. I asked Edgewater Resources to prepare a proposal for us to further study and prepare possible grant documents for this work. I had a phone conference with them this morning and expect they'll revise their scope of work and provide more details before I present it to you at the second meeting in March.

B. POLC Negotiations

Earlier this week, we negotiated with the Police Officers Labor Council, the union representing our police officers. We have reached tentative agreement and I look forward to presenting this new agreement at your next meeting.

C. Brookside Chapel Improvement Project

Last fall, Leilani Durbin of Silver Linings Charlevoix requested we move forward with a project to safeguard the structural integrity of Brookside Chapel. At that time, Council directed me to further work with Performance Engineers to develop a scope of work so this phase of the project could be bid out. Normally, I would come back to you asking authorization to retain Performance Engineers to design the scope and oversee construction, however, this week Jim Malewitz advised me his firm is donating their services for this work. As such, I am happy to report we will be accepting bids later next month for the construction phase. Once structural integrity is assured in the building, Silver Linings Charlevoix plans to seek other donated labor and materials to restore and improve the building.

ATTACHMENTS:

- ▣ Planning Commission Minutes
- ▣ DDA Minutes
- ▣ DDA Minutes

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, January 13, 2020 - 6:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order/Pledge of Allegiance

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

B. Roll Call

Vice Chair: RJ Waddell

Members Present: Toni Felter, Brian Gelb, David Gray, Dennis Halverson, Jennifer Muladore, Philip Parr

Members Absent: Sherm Chamberlain, Ben Edwards

Staff Present: Kathy Egan, Community Development Director; Jennifer Neal, Community Planner; Jonathan Scheel, Zoning Administrator

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Vice Chair Waddell recommended postponing Item G-1 until the Chair could be present at the next meeting.

Motion by Member Gray, second by Member Parr to approve the Agenda as amended. Motion passed by unanimous voice vote.

E. Approval of the Minutes

1. December 9, 2019 Meeting Minutes

Motion by Member Felter, second by Member Muladore to approve the minutes of December 9, 2019 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Election of Officers

Item postponed to next month's meeting.

2. Site Plan Review: Midtown Development, Inc., 115 Pine River Lane – Residential Development

Vice Chair Waddell explained that units 1–8 are still duplexes with a wall separating the duplexes and units 9–14 are now duplexes separated by first floor and second floor units (smaller square footage with single bedrooms.) In this new proposal the road is 24' wide which meets the standards. He stated that there was a sidewalk included in front of all the buildings. He noted that the proposal included a fire suppression system and he referenced the new letter from the Fire Chief approving the revised plans on 12/20/19. Vice Chair Waddell stated that they received a letter after last month's meeting from Mr. Golski about the front of the property lines. He stated what looks like a street going between the houses on the plans is actually a driveway and not a street. He referenced sections of the Pine River ZA Report regarding the setbacks.

Member Muladore questioned if the Commission was supposed to be considering the information as revisions of the previous plan. Zoning Administrator Scheel stated they were looking at the exact same buildings (units 1–8) from the last meeting; and units 9–14 were smaller one-bedroom units.

The public hearing was opened and closed as there were no public comments.

Motion by Member Felter, second by Member Gray to approve Project 2019-3-SP without conditions based on significant findings of fact that prove that the project does meet the review standards in Section 153.235. Motion passed by unanimous voice vote.

3. Residential Building Size

Vice Chair Waddell advised that City Council asked the Planning Commission to consider whether a maximum residential building size (10,000 – 15,000 sq. ft.) is appropriate for the City. Zoning Administrator Scheel referenced the 30,000 sq. ft. residence that was the result of combining several lots and Planner Egan commented that it was a question of keeping the buildings in scale with each other.

Vice Chair Waddell questioned how many houses exceeded 10,000 sq. ft. Zoning Administrator Scheel stated that the data would be compiled in the assessor's office. He said that the R-1 district includes many larger waterfront homes at 10,000 to 15,000 sq. ft. Member Halverson questioned if Planner Egan had knowledge of maximum sq. footage restrictions in other communities and she indicated that generally size was addressed with setbacks and height restrictions.

Discussion ensued regarding Council's reason behind wanting to limit square footage which prompted several questions from the members. Planner Egan stated that staff will continue to research this issue, answer the Commission's questions, and give some examples of what square footage looks like on the ground. Vice Chair Waddell requested the number of homes in the City that are over 15,000 sq. ft.

H. Old Business

1. Rooftop Usage Discussion

Community Planner Neal stated that Traverse City's zoning code considers rooftop uses as accessory to a permitted primary use located in an attached building. She further reviewed Traverse City's regulations including: building height, design considerations, historic district, and buildings within their downtown district are not required to provide parking. She stated that the Historic District Commission reviews projects before they go before the Traverse City Planning Commission. Discussion followed regarding Traverse City's regulations and current Charlevoix zoning regulations.

Community Planner Neal reviewed ordinances from the cities of Grand Rapids and Royal Oak as well. She stated many cities look at rooftop usage as outdoor dining uses. Planner Egan suggested for next month they could focus on the impacts of rooftop uses on residential neighbors and bring back potential standards for the Commission to consider.

I. Staff Updates

Planner Egan stated that the Commission's March meeting conflicts with the Presidential Primary Election so the meeting location may change.

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

K. Adjournment by 8:00 PM Unless Extended by Motion

Motion by Member Felter, second by Member Gelb to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:01 p.m.

Joyce M. Golding/fgm

City Clerk

RJ Waddell

Vice Chair

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, January 27, 2020 at 5:30 p.m.
210 State Street, City Hall, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

4. Inquiry Into Potential Conflicts of Interest

Member Bingham stated that he had a conflict for the Round Lake Group Closed Session item. Member Wilkin stated that she had a conflict for Item 8.A., MOU between the City, Charlevoix, Visit Charlevoix, and the Main Street DDA.

5. Consent Agenda

- A. Minutes
- B. Committee Minutes
- C. MEDC Community Requirements and Expectations Agreement
- D. Monthly Report
- E. 2020 Schedule of Meetings

Member Christner stated that there was a mix-up in the minutes between Member Bingham and himself related to Item 5.A.

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

6. Reports

A. Director's Report

Chair Owens questioned who the actual host for the Michigan Downtown Association was and Director Dotson responded, "just Charlevoix in general". Chair Owens questioned the Entrepreneurial Echo System Service and stated that they had said that the DDA did not get anything this year, but they didn't get anything they asked for last year when the DDA had asked to work on an Investor Profile; Director Dotson stated that she would bring the issue to them.

Director Dotson advised that she would email the MEDC Community webinar flyer to the DDA members.

B. The Vault Co-Working Space Update

Director Dotson provided a financial update for The Vault, and it was projected to be in a deficit of \$2,292.17. She felt that the deficit would be made up with drop-in visits during the summer. After questions, Director Dotson agreed that the \$6,000 cost for the staff member was not reflected in the deficit, so the projected deficit was \$8,292.17.

Chair Owens asked for additional information in future financial updates.

C. Annual Impact Report

Director Dotson stated that she included a copy of what the DDA now receives from *Michigan Economic Development Corporation (MEDC)* for their Annual Report. All of the data was provided by Charlevoix Main Street and the Report was organized and designed by MEDC. Director Dotson summarized the findings and usage of the Annual Impact Report and referenced the data under "2019 Pulse of Downtown" which should have reflected a percentage rather than a number.

D. DDA Financials

Director Dotson referenced the Financial Report as of January 31, 2020. She stated that one of the façade grants that was awarded a couple of years ago has not been paid and the issue would be brought before the Design Committee for a recommendation.

E. Housing and Remote Workers Feasibility Analysis

Director Dotson stated the Economic Vitality Committee reviewed the Report and commented that a lot of the housing study included in the Analysis was from a study that has been updated and so she had asked the National Main Street Center to update the Analysis.

7. Old Business

A. Draft 2020-2021 DDA Budget

Director Dotson stated the packet included a revised draft budget reflecting some of the changes requested during the DDA Work Session on January 7th along with a few other adjustments.

Member Christner questioned the additional \$10,000 that was added to the restroom cleaning contract. Director Dotson stated that the City solicited bids for restroom cleaning and no one responded, so the Public Works Superintendent sought out a company and the annual cost was \$24,000, up from \$14,800. Discussion followed regarding the specifics of the cleaning contract and the frequencies of cleaning the restrooms during special events.

Member Christner questioned the revenue projected for The Vault and the Main Street contributions. Director Dotson stated that the outstanding contributions were approximately \$3,000. Discussion followed regarding line items within the proposed budget including marketing initiatives, and the excess \$10,000 projected of expenses over revenues. Discussion also followed regarding the cooperative ad campaign which included an update to the proposed budget to reinstate a \$10,000 line item for sponsorships under the impression that the DDA would have an application-based approach with a May deadline. Member Wilkin stated that the ad campaign directly led people to downtown Charlevoix, so this ad campaign was benefiting both the DDA and the businesses. Member Christner questioned if part of the value they were adding is the packaging could they leverage that and explain to the merchants that they should be ok at a 75% share.

Chair Owen stated that it sounded like there was interest in putting funds back in for that particular campaign and that the DDA should come up with a number and let the Director negotiate whatever she can get for that package. Chair Owen stated the \$10,000 shortfall in the budget is due to the additional cost for janitorial services for the restrooms. Member Bradley questioned if they needed to look at other areas like sponsorships or re-doing the way sponsorships are administered.

Member Dipert suggested charging their Director with investigating some other cost options for the janitorial services and in the meantime pass the budget as presented, as the budget could be amended if needed.

Member Wertz questioned if the DDA was only allocating \$10,000 for all the events that they have during the year and Chair Owen stated that amount also included Venetian. He stated that they have done away with the façade grants and Chair Owen referenced other line items that had been decreased. Chair Owen noted that four DDA members indicated that the budget should be passed as presented, and four indicated that the budget should be amended to add more money for marketing. Chair Owen stated she would be in favor of adding more money. Member Bingham stated that he recognized the importance of having a balanced budget and having equal expenditures and revenue, but he worried that in the pursuit of getting a balanced budget they were losing the function of Mainstreet and the DDA.

Motion by Member Christner, second by Member Bingham to approve the budget as presented. Motion failed.

Yeas: Bingham, Christner

Nays: Bradley, Dipert, Silva, Wertz, Wilkin, Owens

Absent: Kurtz

Motion by Member Wilkin to reduce the cooperative ad campaign from \$10,000 to \$5,000 for the next budget and either ask the businesses to pitch in a little bit more or reduce the ad buy. Chair Owen restated the motion to add \$5,000 back into the current budget for the cooperative ad campaign and Member Wilkin agreed, Member Dipert seconded the motion. Motion carried.

Yeas: Bingham, Bradley, Christner, Dipert, Silva, Wertz, Wilkin, Owens

Nays: None

Absent: Kurtz

There was no public comment on the topic.

8. New Business

A. MOU Between City, Chamber, Visit Charlevoix, and Main Street DDA

Member Wilkin recused herself. Amanda Wilkin, Visit Charlevoix Director, stated that Visit Charlevoix recently went through a strategic planning process and it was determined that they should create a Memo of Understanding (MOU) with partnering organizations. She stated that the MOU included economic development, economic growth and quality of place, and a bi-annual meeting with representatives from each Board. Chair Owen questioned adopting the common logo by March 31st.

Sarah Hagen, Charlevoix Chamber of Commerce, stated that she thought January was to decide whether they were approving the MOU and then figuring out the logo but there was some confusion on adopting the logo. She agreed that they would have to wait for the logo before moving forward with the rest of it. She stated that the Chamber Board had discussed the MOU at their January meeting and there was some concern with adopting it in full. The MOU and logo would be discussed further at their February 7th meeting. Director Dotson suggested that the Board could table this item. Ms. Wilkin stated that the goal was for everyone to use a unified brand and that the action step for signing the MOU should go into April or May. She stated that her Board will want to approve the MOU as it is. Ms. Hagen stated that the Chamber was in favor of overall branding alignment and making that cohesive, it just came down to how the actual logo was going to look.

Motion by Member Dipert, second by Member Christner to approve the MOU. Motion by unanimous voice vote with Member Wilkin abstaining from the vote.

B. Schedule Work Session

Motion by Member Bradley, second by Member Christner to set a work session to discuss plan for how excess funds may be used for Monday, February 10th at 8:00 a.m. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

Chair Owen stated that pursuant to MCL 15.268(d & e), after a 5-minute break, the Board will go into closed session for the discussion of the lease renewal with Lake Charlevoix Brewing Company and request from City Attorney Scott Howard.

12. Adjourn

Motion by Member Bradley, second by Member Christner to adjourn the regular meeting at 6:32 p.m. Motion passed by unanimous voice vote.

Joyce Golding/fgm

Maureen Owens

Chair

