



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, May 18, 2020- 6:00 PM
Held Virtually via Zoom (instructions in the agenda)

1. Pledge of Allegiance

- A. Zoom Access Information

2. Roll Call

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - May 4 2020
- B. Accounts Payable and Payroll Check Registers
- C. EMS 2% Grand Traverse Bay Band Grant
- D. Airspace Agreement
- E. Fish Cleaning Station Waste Removal Bid

6. Public Hearings and Actions Requiring Public Hearings

- A. Set Public Hearing: Small Wireless and Pole Attachment Ordinance
Don Swem, Electric Department
- B. Set Public Hearing: Fireworks Ordinance
Gerard Doan, Police Chief

7. All Other Actions and Requests

- A. Spring/Fall 2020 Refuse Collection Bid
Patrick M. Elliott, Public Works Superintendent
- B. Summer Staff Reductions
Mark L. Heydlauff, City Manager
- C. Marina Commercial Dockage RFP
Kent Knorr, Recreation Director
- D. Community Foundation Grant Application: Public Hand Sanitizing
Mark L. Heydlauff, City Manager

- E. Community Foundation Grant Application: DDA
Lindsey Dotson, Main Street DDA Director
- F. Keep Charlevoix Beautiful Watering Agreement
Mark L. Heydlauff, City Manager
- G. Social Distancing and Parking Modifications
Mayor Luther Kurtz
- H. Boat Launch Stormwater Retrofits
Mark L. Heydlauff, City Manager

8. Reports and Communications

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

9. Other Council Business

10. Adjourn

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

CHARLEVOIX CITY COUNCIL

Pledge of Allegiance

TITLE: Zoom Access Information

DATE: May 18, 2020

BACKGROUND:

This meeting is held virtually pursuant to Governor Whitmer's Executive Order 2020-75.

Topic: City Council Meeting for May 18, 2020

Time: May 18, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93176131544?pwd=MWF1OVc1aStlMm9xR2ZDdUVReTE0Zz09>

Meeting ID: 931 7613 1544

Password: CVXCC518

One tap mobile

+13126266799,,93176131544#,,1#,466872# US (Chicago)

+16465588656,,93176131544#,,1#,466872# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 931 7613 1544

Password: 466872

Find your local number: <https://zoom.us/j/93176131544?pwd=MWF1OVc1aStlMm9xR2ZDdUVReTE0Zz09>

Special accommodations can be made for people with disabilities upon request by contacting the City Clerk at (231) 547-3250.

Persons wishing to make a comment may use the raise hand feature and those who have dialed in may wait and the Mayor will call on you to give you a chance to speak. There is no obligation to speak but the opportunity is accorded to you. The Michigan Attorney General has issued a reminder of the criminality of those who attempt to use virtual public meetings to air lewd comments and images.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - May 4 2020

DATE: May 18, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 4, 2020 – 6:00 p.m.
Virtual Meeting Held via Zoom

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, Brian Slater
Members Absent: None
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Inquiry Regarding Conflicts of Interest

4. 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 – April 20, 2020
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – April 20, 2020
 - b. Regular Accounts Payable Check Register – May 5, 2020
 - c. ACH Payments – April 20, 2020 to May 1, 2020
 - d. Payroll Check Register – May 1, 2020
 - e. Payroll Transmittal – May 1, 2020
- C. Garden Plot Fee Waiver – eight plots for the food bank
- D. Fuel Farm Sponsor Contract - \$85,424

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-05-02
EXECUTION OF SPONSOR CONTRACT WITH THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR A FEDERAL/STATE/LOCAL AIRPORT PROJECT
(Federal Project No. B-26-0017-0620 MDOT Contract No. 2020-0523)

WHEREAS, *the City is entering into a contract with the State of Michigan Department of Transportation for the Construction Fuel Farm-Expand Jet A (20,000 gallons) including Card Reader-Design and Construction; and*

WHEREAS, *the Contract agreement will be in the amount of eight hundred twenty-eight thousand dollars. (\$828,000) with the contract agreement funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match; and*

WHEREAS, *the City of Charlevoix Local Share of the project will be eighty-five thousand four hundred and twenty-four dollars (\$85,424) of which, the City of Charlevoix will seek reimbursement in the amount of forty-six thousand three hundred and forty-one dollars (\$46,341).*

NOW THEREFORE BE IT RESOLVED, *that the City of Charlevoix City Council hereby authorizes the City Manager to execute the MDOT Sponsor Contract agreement after review by City Staff and the City Attorney.*

RESOLVED *this 4th day of May 2020 A.D.*

Resolution was adopted by the following yea and nay vote:

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

- E. Approval of Pavement Marking Proposal – PK Contracting \$16,664.96
- F. Approval of 2020 Restroom Cleaning Proposal – Conway Professional Services

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

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

5. Actions Laid Upon the Table

A. Amend Council Rules of Procedure: Remote Participation

City Manager Heydlauff stated that the draft amendment to Council's Rules of Procedure would not permit on-going remote meetings. It would, however, permit members to participate remotely so long as a quorum could be constituted in the meeting room. This may be necessary for folks faced with a stay-at-home requirement. This amendment would also open the door for Council to stream meetings and/or post recordings on our website or another method.

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

Motion by Kalbfell, second by Hagen to approve Resolution 2020-05-01 and direct City Staff to further develop technological procedures to enact it.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2020-05-01
AMENDMENT TO THE RULES OF PROCEDURE FOR CITY COUNCIL**

WHEREAS, *the Charlevoix City Council adopted "Rules of Procedure for City Council" on November 4, 1996 and has subsequently amended them from time to time; and*

WHEREAS, *pursuant to Rule 20 of the Rules, they may be amended by resolution voted upon at any meeting but shall be tabled until the next regular meeting thereof or at such other time as the Council shall determine; and*

WHEREAS, *the COVID-19 pandemic caused the Governor to declare a State of Emergency and public health authorities recommended social distancing guidelines. While virtual meetings were recommended during the State of Emergency, it is likely social distancing measures will be warranted for some time to come. Furthermore, technological options used during this time demonstrate how members can participate in a meeting even when they are not physically present in the same room; and*

NOW THEREFORE BE IT RESOLVED, *Rule 2 of the "Rules of Procedure for City Council" shall be amended by striking all language and should read:*

Four members of the City Council (which may include the Mayor) shall be present in the appointed meeting location to constitute a quorum for the transaction of business. Beyond the four necessary to be present in the room, other Council Members and the Mayor may, with notice given as to purpose for absence with as much notice as possible to the City Manager, join via remote methods which allow two-way communication between themselves, other Council Members, and the public. City staff will assist in setting-up remote methods when given reasonable notice.

In the absence of a constituted quorum, two or more members may adjourn any regular or special meeting to a later date. In the event of such adjournment, the City Clerk shall notify the absent members, and as soon as reasonably possible, but failure of such other members to receive notice shall not excuse them from attending such adjourned meeting.

*Issues requiring a majority of Council require four votes to enact and, when applicable, are shown herein as **majority**. Issues requiring only a majority of the quorum present are shown as majority. Members present via remote means shall be deemed present in both circumstances.*

Annually at their organizational meeting, Council shall affirm the ability of members to participate remotely in accordance with this rule.

BE IT FURTHER RESOLVED, *Rule 3 of the "Rules of Procedure for City Council" shall be amended by adding a new section f:*

In times of unique public health conditions, when space limitations may inhibit public participation, or any other ongoing time when the Council so desires, Council may, by majority vote cause meetings to be transmitted electronically by audio and/or visual methods to such platforms deemed advisable in real-time or recording after the fact. Recordings notwithstanding, the minutes approved by Council shall be the official legal record of the proceedings of Council action.

RESOLVED *this 4th day of May, 2020 A.D.*

Resolution was adopted by the following yea and nay vote:

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

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Brookside Chapel Restoration: Phase I

City Manager Heydlauff stated that last fall, Silver Linings Charlevoix presented their goal of raising funds and seeking donated labor to improve the Chapel at Brookside Cemetery. Some flaws in the original design have caused structural deterioration over the years.

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He noted that before more in-depth restoration work can begin, the structure needs to be secured for long-term viability. Performance Engineers structural engineer Bob Bomier answered questions from Council.

City Manager Heydlauff stated that these improvements would be funded from the Cemetery Perpetual Care Trust Fund which is a dedicated fund only to be used for ongoing and long-term improvements at the Cemetery. As part of the Silver Linings Charlevoix restoration and improvement plan, a columbarium would be added in the basement area of the Chapel that would allow cremains to be interred. The upstairs of the Chapel could be returned for use for small services and also a more dignified setting for cemetery staff to meet with grieving families or those planning their arrangements.

Mayor Kurtz opened the item to public comment and two comments were heard.

Motion by Hagen, second by Kalbfell to approve the bid from Spence Brothers Construction in an amount not to exceed \$39,700, authorize the City Manager to sign all necessary agreements, and commence construction upon the lifting of any limitations on non-essential construction.].

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

Nays: None

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- Thanks to the Golf Course maintenance staff for prepping the course for play
- Thanks to the Charlevoix Bridge Cam group and their recognition of the high school prom which was cancelled
- City Clerk explained the mail-in voting process for tomorrow's election

C. Mayor & Council Comments

- Council collectively felt the community was doing their share and working collectively to follow social distancing protocols
- Bryan requested a clarification on Short Term Rentals: City Manager Heydlauff replied that in 2020 no inspections are required and owners can choose when to register and pay the registration fee
- Oleksy expressed safety concerns over customers standing close to the street in front of Dairy Grille; City Manager Heydlauff will check with MDOT whether anything can be done to improve safety
- Mayor met with the messaging committee twice with another meeting scheduled for tomorrow; he voiced his appreciation for essential workers

9. Other Council Business

The Mayor requested that there be a standard procedure for how to initiate and hold remote meetings subject to the Open Meetings Act.

Motion by Kalbfell, second by Cole to direct our City board Staff Advisors to coordinate with the City Manager and City Clerk to ensure meetings are posted and set up correctly and to coordinate with Council member Slater to ensure the City's Zoom account is being used and the meeting is set up to mitigate meeting interruptions.

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

Nays: None

10. Adjourn

The Mayor adjourned the meeting at 6:39 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 04/20/2020			
AT&T	4,630.71	VERIZON WIRELESS	118.50
CHARLEVOIX STATE BANK	5,136.45	VSP INSURANCE CO. (CT)	552.78
CHARTER COMMUNICATIONS	922.73	WEX BANK	426.98
DELTA DENTAL	3,437.68	TOTAL	60,517.02
HOLIDAY COMPANIES	3,868.13		
MONEY LIFE INSURANCE	132.34		
PRIORITY HEALTH	38,576.35		
STANDARD INSURANCE CO	2,714.37		
Regular Accounts Payable – 05/05/2020			
ALLSHRED SERVICES	196.00	AT&T MOBILITY	2,034.53
AMERICAN WASTE INC.	46.76	AVFUEL CORPORATION	32,777.76
ANDERSON, ELIZABETH A.	50.00	BOUND TREE MEDICAL LLC	1,025.73
ANZELL, BETH A.	50.00	CCI SOUTH LLC	635.00
APX INC.	82.58	CDW GOVERNMENT INC.	827.21
AT&T LONG DISTANCE	138.19	CENTRAL DRUG STORE	36.64

CINTAS	94.32	MCGINN, KELLY A.	50.00
DELL MARKETING L P	6,362.52	MCLEAN ENGINEERING CO INC	385.00
DeROSIA, PATRICIA E.	50.00	MCMULLEN, DONALD R.	261.60
DITCH WITCH SALES OF MICHIGAN	146,957.44	MICHIGAN SECTION AWWA	100.00
DOAN, GERARD P.	50.00	MILLER, WILLIAM S.	50.00
DORAN, JUSTIN J.	50.00	NORTH CENTRAL MICHIGAN COLLEGE	2,177.50
DOTSON, LINDSEY J.	50.00	NORTHERN CREDIT SERVICES	77.01
ELLIOTT, PATRICK M.	50.00	OLESON'S FOOD STORES	468.08
ELLSWORTH FARMER'S EXCHANGE	21.39	PLUNKETT & COONEY	920.00
EMERGENCY MEDICAL PRODUCTS INC	642.30	PREIN & NEWHOF	2,958.67
GOLDING, JOYCE M.	50.00	PRODUCTIVITY PLUS ACCOUNT	885.78
GORDON FOOD SERVICE	73.06	QUALITY CAR & TRUCK REPAIR INC	22,685.56
GRAINGER	142.24	R & R PRODUCTS INC	275.71
GREAT LAKES ELEVATOR LLC	408.93	RESOLUTION G2 LLC	7,158.00
GREAT LAKES ENERGY	309.68	SCHWARTZFISHER, JOSEPH L.	150.00
GRP ENGINEERING INC.	135.00	SHANAHAN, CHERYL J.	50.00
HANKINS, SCOTT A.	50.00	SILVA, JESSE L.A.	191.45
HARRELL'S	6,603.87	STATE OF MICHIGAN	517.55
HEYDLAUFF, MARK L.	50.00	STEPHENS, LYON G.	50.00
IDEXX DISTRIBUTION INC.	1,518.21	SWEM, DONALD L.	50.00
INDEPENDENT DRAFTING SERVICES	1,672.00	TARGETSOLUTIONS LEARNING LLC	1,689.97
JOHNSON, MELISSA A.	50.00	TAYLOR 12501 LLC	4,417.50
JOHNSTONE SUPPLY #383	262.52	TRAVERS, MANUEL J.	100.00
KENNEDY INDUSTRIES INC	6,590.00	UNIFIRST CORPORATION	744.60
KIWANIS CLUB OF CHARLEVOIX	40.00	USA BLUE BOOK	326.12
KLOOSTER, ALIDA K.	50.00	VILLAGE GRAPHICS INC.	90.00
KLOOSTER, PATRICK H.	50.00	WURST, RANDALL W.	50.00
KNORR, KENT J.	50.00	WYMAN, MATTHEW A.	50.00
KSS ENTERPRISES	1,245.43	XEROX FINANCIAL SERVICES	168.84
LAMAR COMPANIES	770.00	TOTAL	259,940.25
LAVENDER, JOSEPH E.	50.00		
LIVINGSTON, BRIAN D.	50.00		
MACGREGOR PLUMBING & HEATING	342.00		
MAYER, SHELLEY L.	50.00		

ACH Payments – 04/20/2020 to 05/01/2020

MI PUBLIC POWER AGENCY	21,182.28	STATE OF MI (WITHHOLDING TAX)	5,969.27
MI PUBLIC POWER AGENCY	7,548.75	VANTAGEPOINT (401 ICMA PLAN)	858.02
MI PUBLIC POWER AGENCY	166,083.53	VANTAGEPOINT (457 ICMA PLAN)	20,029.17
PROXIMITY SPACE INC	99.00	VANTAGEPOINT (ROTH IRA)	1,186.522
IRS (PAYROLL TAX DEPOSIT)	41,261.95	TOTAL	264,469.49
ALERUS FINANCIAL (HCSP)	350.00		

Payroll Net Pay – Check Date 05/01/2020

HEYDLAUFF, MARK L.	3,012.48	LAVOIE, RICHARD L.	2,377.34
GOLDING, JOYCE M.	2,085.85	STEVENS, BRANDON C.	2,266.32
DEROSIA, PATRICIA E.	1,084.34	DRAVES, MARTIN J.	2,193.48
DOTSON, LINDSEY J.	1,422.46	ANDERSON, ELIZABETH A.	1,209.90
KLOOSTER, ALIDA K.	2,129.16	KENWABIKISE, DAVID L.	1,097.59
GOLOVICH, KAREN J.	985.70	ELLIOTT, PATRICK M.	2,381.83
BARNEVELD, RICHELLE L.	1,140.77	SCHWARTZFISHER, JOSEPH	1,246.04
EDWARDS, MACKENZIE R.	1,674.88	BRADLEY, KELLY R.	1,473.00
MCGINN, KELLY A.	2,518.09	HART II, DELBERT W.	1,330.85
LAVENDER, JOSEPH E.	1,728.90	JONES, ROBERT F.	1,240.55
DOAN, GERARD P.	2,407.55	FARRELL, MITCHELL L.	1,709.10
UMULIS, MATTHEW T.	1,351.47	THORP JR, WILLIAM D.	1,334.07
HANKINS, SCOTT A.	1,693.34	LEITNER, RYAN S.	1,466.16
ORBAN, BARBARA K.	1,134.77	FERGUSON, ROYCE L.	1,756.82
FLICKEMA, ANDREW M.	1,821.00	DORAN, JUSTIN J.	2,107.26
RILEY, DENISE M.	450.14	KNORR, KENT J.	1,953.46
MUNK, CHRISTOPHER J.	1,859.47	ANZELL, BETH A.	1,318.58
SCHICK, TIELER R.	1,336.41	MAY, MEREDITH A.	99.11
MATELSKI, KRISTEN L.	1,356.19	GILL, DAVID R.	624.50
WURST, RANDALL W.	1,646.25	LIVINGSTON, BRIAN D.	1,708.92
MAYER, SHELLEY L.	1,707.44	WYMAN, MATTHEW A.	1,648.40
HILLING, NICHOLAS A.	1,469.58	MILLER, WILLIAM S.	1,413.28
MEIER III, CHARLES A.	1,427.17	DOUGLAS, MARK	886.47
ZACHARIAS, STEVEN B.	1,472.31	PRIOR, ERIN C.	924.61
NEWMAN, MARK J.	931.35	MCMULLEN, DONALD R.	2,864.56
SWEM, DONALD L.	2,352.03	SILVA, JESSE L.A.	1,706.73
EATON, BRAD A.	2,391.23	JOHNSON, MELISSA A.	1,689.39
WILSON, TIMOTHY J.	3,019.22	STEPHENS, LYON G.	1,363.57

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TRAVERS, MANUEL J.	1,910.53	DIETZ, AMANDA M.	1,324.06
STEVENS, JEFFREY W.	596.47	MOYER, NATHAN I.	1,199.21
RILEY, CASEY W.	470.42	MARIHUGH, ANDREW J.	100.22
JONES, LARRY M.	629.01	FAULKNER, CHRISTOPHER J.	2,325.36
FLORE, ROBERT A.	618.31	WHITLEY, ANDREW T.	2,199.18
MATZ, EMILY S.	1,688.27	MORRISON, KEVIN P.	929.01
RILEY, DANIEL A.	52.86	TOTAL	109,247.08
WHEELER, MICHAEL W.	1,370.48		
MISHLER, MICHAEL J.	1,217.49		
AZZOPARDI, ANTHONY J.	1,614.76		

Payroll Transmittal – 05/01/2020

4FRONT CREDIT UNION	952.01	MI STATE DISBURSEMENT UNIT	209.65
AMERICAN FAMILY LIFE	608.28	MONEY LIFE INSURANCE	350.85
CHAR EM UNITED WAY	90.00	POLICE OFFICERS LABOR COUNCIL	201.00
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,449.89
CHEMICAL BANK	175.00		
COMMUNICATION WORKERS OF AMER	659.38	TOTAL	5,663.06

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: May 18, 2020

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/09/2020	05/15/2020	130243	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,002.01
05/09/2020	05/15/2020	130244	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
05/09/2020	05/15/2020	130244	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	481.00
05/09/2020	05/15/2020	130245	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/9/20	90.00
05/09/2020	05/15/2020	130246	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	967.00
05/09/2020	05/15/2020	130247	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	25.00
05/09/2020	05/15/2020	130248	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	659.38
05/09/2020	05/15/2020	130249	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	249.43
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 5/9/2	47.68
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 5/9/202	4.00
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.32
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 5/9/	6.83
05/09/2020	05/15/2020	130250	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 5/9/20	2.59
05/09/2020	05/15/2020	130251	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,449.89
Grand Totals:		15				5,362.06

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

05/15/20 Payroll Transmittal Checks	\$ 5,362.06
05/15/20 Payroll (net pay)	\$ 107,996.48
05/19/20 Regular Accounts Payable	\$ 638,372.59
Checks Sub-Total:	\$ 751,731.13

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

05/04/20 MI Public Power Agency	\$ 15,236.90
05/04/20 Proximity Space Inc (The Vault)	\$ 99.26
05/05/20 Payment Service Network, Inc.	\$ 247.30
05/08/20 State of MI (Sales Tax)	\$ 14,922.88
05/11/20 MI Public Power Agency	\$ 19,991.74
05/13/20 DTE Energy	\$ 5,295.17
05/15/20 IRS (Payroll Tax Deposit)	\$ 39,907.29
05/15/20 Alerus Financial (HCSP)	\$ 350.00
05/15/20 State of MI (Withholding Tax)	\$ 5,825.12
05/15/20 Vantagepoint (401 ICMA Plan)	\$ 858.02
05/15/20 Vantagepoint (457 ICMA Plan)	\$ 20,108.98
05/15/20 Vantagepoint (Roth IRA)	\$ 1,186.52

ACH Sub-Total: \$ 124,029.18

Huntington National Bank Total: \$ 875,760.31

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

05/19/20 Tax Disbursement	\$ 13,297.40
Charlevoix State Bank Total:	\$ 13,297.40

Grand Total: \$ 889,057.71

APPROVED:


CITY MANAGER

CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/09/2020	PC	05/15/2020	30665	HEYDLAUFF, MARK L.	102		2,724.04
05/09/2020	PC	05/15/2020	30666	GOLDING, JOYCE M.	106		1,653.61
05/09/2020	PC	05/15/2020	30667	DEROSIA, PATRICIA E.	107		1,219.89
05/09/2020	PC	05/15/2020	30668	DOTSON, LINDSEY J.	109		1,422.46
05/09/2020	PC	05/15/2020	30669	KLOOSTER, ALIDA K.	121		1,753.72
05/09/2020	PC	05/15/2020	30670	GOLOVICH, KAREN J.	122		985.70
05/09/2020	PC	05/15/2020	30671	BARNEVELD, RICHELLE	123		1,140.78
05/09/2020	PC	05/15/2020	30672	EDWARDS, MACKENZIE	124		1,299.42
05/09/2020	PC	05/15/2020	30673	MILLER, FAITH G.	142		14.97
05/09/2020	PC	05/15/2020	30674	MCGINN, KELLY A.	146		2,085.83
05/09/2020	PC	05/15/2020	30675	LAVENDER, JOSEPH E.	153		1,728.90
05/09/2020	PC	05/15/2020	30676	DOAN, GERARD P.	201		2,407.55
05/09/2020	PC	05/15/2020	30677	UMULIS, MATTHEW T.	205		1,251.92
05/09/2020	PC	05/15/2020	30678	HANKINS, SCOTT A.	208		1,693.34
05/09/2020	PC	05/15/2020	30679	ORBAN, BARBARA K.	209		1,212.39
05/09/2020	PC	05/15/2020	30680	FLICKEMA, ANDREW M.	211		1,425.30
05/09/2020	PC	05/15/2020	30681	RILEY, DENISE M.	213		450.14
05/09/2020	PC	05/15/2020	30682	MUNK, CHRISTOPHER J.	215		1,235.15
05/09/2020	PC	05/15/2020	30683	SCHICK, TIELER R.	216		1,571.85
05/09/2020	PC	05/15/2020	30684	MATELSKI, KRISTEN L.	230		1,356.19
05/09/2020	PC	05/15/2020	30685	WURST, RANDALL W.	411		1,385.39
05/09/2020	PC	05/15/2020	30686	MAYER, SHELLEY L.	412		1,661.47
05/09/2020	PC	05/15/2020	30687	HILLING, NICHOLAS A.	413		1,649.87
05/09/2020	PC	05/15/2020	30688	MEIER III, CHARLES A.	421		1,820.62
05/09/2020	PC	05/15/2020	30689	ZACHARIAS, STEVEN B.	422		1,281.76
05/09/2020	PC	05/15/2020	30690	NEWMAN, MARK J.	424		1,048.03
05/09/2020	PC	05/15/2020	30691	SWEM, DONALD L.	512		2,466.17
05/09/2020	PC	05/15/2020	30692	EATON, BRAD A.	515		2,442.36
05/09/2020	PC	05/15/2020	30693	WILSON, TIMOTHY J.	516		2,752.04
05/09/2020	PC	05/15/2020	30694	LAVOIE, RICHARD L.	519		2,383.01
05/09/2020	PC	05/15/2020	30695	STEVENS, BRANDON C.	521		2,691.70
05/09/2020	PC	05/15/2020	30696	DRAVES, MARTIN J.	523		2,487.16
05/09/2020	PC	05/15/2020	30697	ANDERSON, ELIZABETH	526		1,209.90
05/09/2020	PC	05/15/2020	30698	KENWABIKISE, DAVID L.	528		1,097.59
05/09/2020	PC	05/15/2020	30699	ELLIOTT, PATRICK M.	600		2,381.82
05/09/2020	PC	05/15/2020	30700	SCHWARTZFISHER, JOS	603		1,138.27
05/09/2020	PC	05/15/2020	30701	BRADLEY, KELLY R.	614		1,294.68
05/09/2020	PC	05/15/2020	30702	HART II, DELBERT W.	616		1,768.96
05/09/2020	PC	05/15/2020	30703	JONES, ROBERT F.	618		1,616.95
05/09/2020	PC	05/15/2020	30704	FARRELL, MITCHELL L.	622		1,356.93
05/09/2020	PC	05/15/2020	30705	THORP JR, WILLIAM D.	623		1,279.38
05/09/2020	PC	05/15/2020	30706	LEITNER, RYAN S.	624		1,275.84
05/09/2020	PC	05/15/2020	30707	FERGUSON, ROYCE L.	625		1,309.80
05/09/2020	PC	05/15/2020	30708	DORAN, JUSTIN J.	634		2,107.26
05/09/2020	PC	05/15/2020	30709	HART III, DELBERT W.	657		481.73
05/09/2020	PC	05/15/2020	30710	BEMIS, JACKSON R.	667		362.46
05/09/2020	PC	05/15/2020	30711	FINNERTY, HOLLY E.	669		451.89
05/09/2020	PC	05/15/2020	30712	MUELLER, JASON C.	694		323.99
05/09/2020	PC	05/15/2020	30713	KNORR, KENT J.	700		1,953.46
05/09/2020	PC	05/15/2020	30714	ANZELL, BETH A.	702		1,318.58
05/09/2020	PC	05/15/2020	30715	MAY, MEREDITH A.	771		63.44
05/09/2020	PC	05/15/2020	30716	MCDONNELL, JENNA N.	839		219.62
05/09/2020	PC	05/15/2020	30717	GILL, DAVID R.	856		639.33
05/09/2020	PC	05/15/2020	30718	LIVINGSTON, BRIAN D.	866		1,708.92
05/09/2020	PC	05/15/2020	30719	WYMAN, MATTHEW A.	927		1,648.39
05/09/2020	PC	05/15/2020	30720	MILLER, WILLIAM S.	933		1,047.62
05/09/2020	PC	05/15/2020	30721	DOUGLAS, MARK	935		943.54

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/09/2020	PC	05/15/2020	30722	PRIOR, ERIN C.	938		962.83
05/09/2020	PC	05/15/2020	30723	FRATRICK, JOSEPH W.	940		272.72
05/09/2020	PC	05/15/2020	30724	MCMULLEN, DONALD R.	1000		2,271.21
05/09/2020	PC	05/15/2020	30725	SILVA, JESSE L.A.	1001		1,557.86
05/09/2020	PC	05/15/2020	30726	JOHNSON, MELISSA A.	1004		1,184.42
05/09/2020	PC	05/15/2020	30727	STEPHENS, LYON G.	1005		1,188.50
05/09/2020	PC	05/15/2020	30728	TRAVERS, MANUEL J.	1006		1,739.26
05/09/2020	PC	05/15/2020	30729	STEVENS, JEFFREY W.	1028		84.66
05/09/2020	PC	05/15/2020	30730	RILEY, CASEY W.	1052		510.25
05/09/2020	PC	05/15/2020	30731	JONES, LARRY M.	1057		1,268.15
05/09/2020	PC	05/15/2020	30732	FLORE, ROBERT A.	1058		442.36
05/09/2020	PC	05/15/2020	30733	MATZ, EMILY S.	1059		966.49
05/09/2020	PC	05/15/2020	30734	WHEELER, MICHAEL W.	1103		1,472.28
05/09/2020	PC	05/15/2020	30735	CORNELL, BRITTA J.	1106		82.65
05/09/2020	PC	05/15/2020	30736	MISHLER, MICHAEL. J.	1107		1,271.27
05/09/2020	PC	05/15/2020	30737	AZZOPARDI, ANTHONY J.	1108		1,618.24
05/09/2020	PC	05/15/2020	30738	DEKORNE, ELIZABETH A.	1109		292.27
05/09/2020	PC	05/15/2020	30739	DIETZ, AMANDA M.	1115		1,074.61
05/09/2020	PC	05/15/2020	30740	MOYER, NATHAN I.	1118		1,658.83
05/09/2020	PC	05/15/2020	30741	MARIHUGH, ANDREW J.	1119		121.14
05/09/2020	PC	05/15/2020	30742	SPREEMAN, ASHLEY M.	1120		144.66
05/09/2020	PC	05/15/2020	30743	FAULKNOR, CHRISTOPH	1122		2,496.31
05/09/2020	PC	05/15/2020	30744	DALY, SUZETTE M.	2040		140.00
05/09/2020	PC	05/15/2020	30745	CURREY-KOLB, KAY E.	2046		140.00
05/09/2020	PC	05/15/2020	130241	WHITLEY, ANDREW T.	522		2,101.66
05/09/2020	PC	05/15/2020	130242	MORRISON, KEVIN P.	601		1,230.77
Grand Totals:			83				107,996.48

Report Criteria:

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

Check Number	Payee	Amount
05/19/2020		
130168	ACCUMED GROUP, THE	2,329.52
130169	ACE HARDWARE	1,127.65
130170	AIMESBURY, RACHAEL	75.00
130171	AMERICAN LEGAL PUBLISHING CORP	292.70
130172	AMERICAN WASTE INC.	1,060.00
130173	AT YOUR SERVICE PLUS INC	345.00
130174	AUTO VALUE	290.92
130175	AVFUEL CORPORATION	720.00
130176	BEAVER RESEARCH COMPANY	161.22
130177	BOUND TREE MEDICAL LLC	142.67
130178	BRADFORD'S	19.50
130179	BRANIGAN, HANNAH	10.50
130180	BS& A SOFTWARE	1,786.00
130181	CARQUEST OF CHARLEVOIX	2,024.70
130182	CHARLEVOIX COUNTY TREASURER	1,327.22
130183	CHARLEVOIX SCREEN MASTERS INC	687.00
130184	CHARLEVOIX TOWNSHIP	29.21
130185	CHARTER COMMUNICATIONS	5,005.23
130186	CITY OF CHARLEVOIX - PETTY CASH	489.60
130187	CITY OF CHARLEVOIX - UTILITIES	32,902.37
130188	COVELL, JESSICA	96.54
130189	DUNKEL EXCAVATING SERVICES INC.	300.00
130190	ELLSWORTH FARMER'S EXCHANGE	451.28
130191	EMERGENCY MEDICAL PRODUCTS IN	259.98
130192	EYES ONLY MEDIA LLC	2,670.00
130193	FASTENAL COMPANY	109.72
130194	FREEDOM MAILING SERVICES INC.	2,253.42
130195	GEMPLER'S	106.93
130196	GREAT LAKES PIPE & SUPPLY	520.64
130197	HYDRO CORP	539.50
130198	JOHN E. GREEN COMPANY	2,496.24
130199	JONES & JONES GARAGE DOOR SVC	250.00
130200	KSS ENTERPRISES	537.97
130201	LASER PRINTER TECHNOLOGIES	299.00
130202	MCCARDEL CULLIGAN-PETOSKEY	50.50
130203	MCMULLEN, DONALD R.	83.22
130204	MI-AWWA	100.00
130205	MICHIGAN MUNICIPAL LEAGUE	17,996.00
130206	MICHIGAN OFFICEWAYS INC	1,763.94
130207	NAVIA BENEFIT SOLUTIONS	50.00
130208	NESTLE, HAROLD	85.53
130209	NORTHERN A-1 ENVIRONMENTAL SE	10,979.00
130210	NORTHERN MICHIGAN REVIEW INC.	662.88
130211	NORTHERN PUMP & WELL	1,200.00
130212	NORTHWEST ELECTRONICS & REPAI	98.93
130213	NORTHWEST FIRE	63.00
130214	OHM ADVISORS	34,444.25
130215	OLESON'S FOOD STORES	42.97

Check Number	Payee	Amount
130216	OLSON BZDOK & HOWARD	12,302.00
130217	OTEC	1,516.56
130218	PINE COVE APARTMENTS	39.26
130219	POLYDYNE INC	266.41
130220	POWER LINE SUPPLY	7,535.52
130221	POWERPLAN	938.88
130222	PREIN & NEWHOF	240.00
130223	PRIORITY HEALTH	887.90
130224	PURITY CYLINDER GASES INC	120.20
130225	RANGE TELECOMMUNICATIONS	188.75
130226	RCL CONSTRUCTION CO INC	475,139.81
130227	ROWE, DONNA	75.00
130228	SITE ONE LANDSCAPE SUPPLY	92.50
130229	STAFFEL, BONNIE	250.00
130230	STATE AND MASON LLC	1,000.00
130231	SYSTEMS SPECIALISTS INC	1,650.00
130232	TAYLOR 12501 LLC	4,417.50
130233	TAYLOR, PATRICIA	18.63
130234	TELE-RAD INC	47.99
130235	UNIFIRST CORPORATION	426.10
130236	UPPER CASE PRINTING INK.	1,091.35
130237	USA BLUE BOOK	146.99
130238	UWC	2.37
130239	VANWIEREN, GORDON	137.48
130240	WORK & PLAY SHOP	503.94
Total 05/19/2020:		638,372.59
Grand Totals:		638,372.59

Check Number	Payee	Amount
05/04/2020		
50420001	MICHIGAN PUBLIC POWER AGENCY	15,236.90
50420002	PROXIMITY SPACE INC.	99.26
Total 05/04/2020:		15,336.16
Grand Totals:		15,336.16

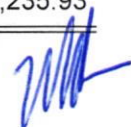
Check Number	Payee	Amount
05/05/2020		
50520001	PAYMENT SERVICE NETWORK INC.	247.30
Total 05/05/2020:		247.30
Grand Totals:		247.30

Check Number	Payee	Amount
05/08/2020		
50820001	STATE OF MICHIGAN	14,922.88
Total 05/08/2020:		14,922.88
Grand Totals:		14,922.88

Check Number	Payee	Amount
05/11/2020		
51120001	MICHIGAN PUBLIC POWER AGENCY	19,991.74
Total 05/11/2020:		19,991.74
Grand Totals:		19,991.74

Check Number	Payee	Amount
05/13/2020		
51320001	DTE ENERGY	5,295.17
Total 05/13/2020:		5,295.17
Grand Totals:		5,295.17

Check Issue Date	Check Number	Payee	Amount
51520001			
05/15/2020	51520001	**EFTPS* Payroll Taxes	10,320.95
05/15/2020	51520001	**EFTPS* Payroll Taxes	10,320.95
05/15/2020	51520001	**EFTPS* Payroll Taxes	2,413.78
05/15/2020	51520001	**EFTPS* Payroll Taxes	2,413.78
05/15/2020	51520001	**EFTPS* Payroll Taxes	14,437.83
Total 51520001:			
	5		39,907.29
51520002			
05/15/2020	51520002	Alerus Financial	350.00
Total 51520002:			
	1		350.00
51520003			
05/15/2020	51520003	STATE OF MICHIGAN	5,825.12
Total 51520003:			
	1		5,825.12
51520004			
05/15/2020	51520004	Vantagepoint - 401 Plan 109153	858.02
Total 51520004:			
	1		858.02
51520005			
05/15/2020	51520005	Vantagepoint - 457 Plan 300959	5,362.92
05/15/2020	51520005	Vantagepoint - 457 Plan 300959	2,198.63
05/15/2020	51520005	Vantagepoint - 457 Plan 300959	4,289.60
05/15/2020	51520005	Vantagepoint - 457 Plan 300959	8,257.83
Total 51520005:			
	4		20,108.98
51520006			
05/15/2020	51520006	Vantagepoint - Roth IRA 706117	1,186.52
Total 51520006:			
	1		1,186.52
Grand Totals:			
	13		68,235.93



Check Number	Payee	Amount
05/19/2020		
3414	CHARLEVOIX COUNTY TREASURER	1,774.55
3415	CHARLEVOIX DISTRICT LIBRARY	434.65
3416	CHARLEVOIX PUBLIC SCHOOLS	456.78
3417	CHARLEVOIX PUBLIC SCHOOLS	126.88
3418	CHARLEVOIX PUBLIC SCHOOLS	88.82
3419	CHARLEVOIX PUBLIC SCHOOLS	38.06
3420	CHARLEVOIX-EMMET ISD	953.32
3421	CITY OF CHARLEVOIX - TAXES DUE	3,310.40
3422	RECREATIONAL AUTHORITY	84.22
3423	STATE OF MICHIGAN	6,029.72
Total 05/19/2020:		13,297.40
Grand Totals:		13,297.40

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: EMS 2% Grand Traverse Bay Band Grant

DATE: May 18, 2020

BACKGROUND:

EMS is submitting an application to the Grand Traverse Band of Ottawa and Chippewa Indians for their semi-annual grant cycle. This grant submission is to complete a continuation project for placing Stryker Power Load Stretcher Systems on our ambulances. This will improve patient and employee safety by reducing the incidents of work place injuries due to heavy lifting.

RECOMMENDATION:

Motion to approve the GTB Tribal Council Allocation of 2% Funds Application Form for a Stryker Power Load Stretcher and direct the City Manager to sign the application.

ATTACHMENTS:

- ▣ 2 % GTB Grant Application

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: X JUNE – New submission date, Postmarked by MAY 31st
DECEMBER – New submission date, Postmarked by NOVEMBER 30th
2. Name of Applicant: Charlevoix EMS
Address: 210 State Street
Charlevoix, MI 49720
Phone #: 231-499-5820 Fax #: 231-547-3266
Printed Name: Donald R. McMullen
- Authorized Signature: _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: _____
E-mail address: _____
- Printed Name of contact person: Donald McMullen
Telephone #: 231-499-5820 Fax #: _____
E-mail address: donaldm@charlevoixmi.gov
3. Type of Applicant: X Local Government _____ Local Court
_____ Township _____ County Commissioner _____ Road Commission
_____ Public School District _____ College _____ Charter School
_____ Public Library _____ Sheriff/Police Department X Fire Department
_____ 501c3 applying through local unit of government (name): EMS

4. Fiscal Data: Amount Requested: \$ 26,253 Percent: 50 %
 Local Leveraging: \$ 26,253 Percent: 50 %
 (Match)
 Total Budget: \$ 52,506 Percent: 100 %

5. Target Population numbers: 16,041 Children 67,483 Adults _____ Elders
 (Indicate the 284 Total GTB member Community _____ Others
 number of GTB
 members)

6. Counties Impacted: X Antrim _____ Benzie X Charlevoix
 _____ Grand Traverse _____ Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

See Attached

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 8-1-20 Completion 10-1-20

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

11-30-19 - 01-15-20 and amounts: \$22,935

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project X?

If this is a continuation project, please explain why there is a need to continue funding:

To finalize our program for increasing employee and patient safety. The funding will allow Charlevoix EMS to outfit the two remaining ambulances.

12. If the previous project has been completed, did you submit your 2% report? ☒ YES ☐ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Increase in student/family population by potential increase in Tribal employment. We work in collaboration with Emmett County EMS and are dispatched to assist their coverage area.
14. How will the success of the project be assessed (evaluation plan)? We currently log all workplace injuries and work with our human resources department to address them with our Workers Compensation Ins.
15. If new staff is required, will preference be given to Native American applicants? Company as required.
☒ YES ☐ NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Purpose of Funding for Employee Safety Grant:

The purpose of this funding request is to continue our program for increasing employee and patient safety by reducing the incident of employee injuries incurred with patient handling. EMS workers experience rates of musculoskeletal injuries from overexertion 5X more often than the average US worker. The single greatest risk factor for overexertion injuries for healthcare workers is manual patient handling. More than 30 years of research and experience shows that relying on proper body mechanics or manual lifting techniques alone is not effective to reduce back and other musculoskeletal injuries.

Here are some alarming statistics that outline the impact that work-related injuries cause:

- \$ 69,594 is the average cost of a typical strain injury (\$33,140 direct and \$36,454 indirect costs)
- At any given time, 10% of the EMS workforce is out of work due to injury
- 1 in 4 EMS workers suffer a career-ending back injury within the first four years of employment
- Low back strain was the cause of 78% of compensation days in the US

How do we keep EMS employees from becoming patients while improving patient safety? By upgrading our stretcher system(s) to the Stryker Power Load System. These are examples of documented improvements EMS and fire agencies have seen by implementing this system:

- 100% reduction in cot related injuries saved one service \$545,500 in 4.5 years
- 99 % of those surveyed agree that Stryker's Powered System has made their job safer and easier
- 96 % reduction in adverse cot events experienced by one service
- Traumatic injuries are the result of accumulated trauma produced by either the repeated application of relatively low load or the application of a sustained load for a long duration

STATEMENT OF NEED:

Charlevoix EMS operates four (4) transporting ambulances, two of which are outfitted with the Power Load System. Grant funding along with local leveraging(match) will allow us to outfit our third and fourth ambulances with this critical safety feature.

2% Grand Traverse Band of Ottawa and
Chippewa Indians; Budget Outline; June Cycle

- Stryker MTS Power Load Stretcher System; \$ 23,736
- Stryker Patient Stretcher Safety Package; \$ 917
- Installation Fee(for above); \$ 1,600

Total Budget: \$ 26,253

(See attached for line item quotes)



2020 Power Load

Quote Number: 10143816
Version: 1
Prepared For: CITY OF CHARLEVOIX
Attn: Don McMullen
donaldrm@charlevoixmi.gov
231-547-3279

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Rebecca Mckim
Email: rebecca.mckim@stryker.com
Phone Number:

Quote Date: 02/21/2020

Expiration Date: 05/21/2020

Delivery Address

Name: CITY OF CHARLEVOIX

Account #: 1169994

Address: 210 STATE ST

CHARLEVOIX

Michigan 49720

End User - Shipping - Billing

Name: CITY OF CHARLEVOIX

Account #: 1169994

Address: 210 STATE ST

CHARLEVOIX

Michigan 49720

Bill To Account

Name: CITY OF CHARLEVOIX

Account #: 1169994

Address: 210 STATE ST

CHARLEVOIX

Michigan 49720

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$23,736.24	\$23,736.24
Equipment Total:					\$23,736.24

Price Totals:

Grand Total: \$23,736.24

Comments:

Multi unit discount applied.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



Quick Quote 9/8/2019 4:11 PM

Quote Number: 10045231
Version: 1
Prepared For: CITY OF CHARLEVOIX
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Rebecca McKim
Email: rebecca.mckim@stryker.com
Phone Number:

Quote Date: 09/08/2019
Expiration Date: 12/07/2019

Delivery Address

Name: CITY OF CHARLEVOIX
Account #: 1169994
Address: 210 STATE ST
CHARLEVOIX
Michigan 49720

End User - Shipping - Billing

Name: CITY OF CHARLEVOIX
Account #: 1169994
Address: 210 STATE ST
CHARLEVOIX
Michigan 49720

Bill To Account

Name: CITY OF CHARLEVOIX
Account #: 1169994
Address: 210 STATE ST
CHARLEVOIX
Michigan 49720

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6500700060	6500/6510 STRLOCK RETROFIT KIT	1	\$748.68	\$748.68
2.0	6500001430	X-RESTRAINT PACKAGE	1	\$168.51	\$168.51
Equipment Total:					\$917.19

Price Totals:

Grand Total: \$917.19

Comments:

Service Tech would install Steer Lock when on site for Power Load Warranty Issue. He would charge his hourly rate for installation, but it should not take more the 1-2 hours.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Inst-A-Tech LLC
518 Rust Ln
Belton, KY 42324
(270) 399-1202
instatech2012@yahoo.com



Estimate 1374

DATE 09/08/2019

ADDRESS
CITY OF CHARLEVOIX

ACTIVITY	QTY	RATE	AMOUNT
Installation Power Load #3	1	1,600.00	1,600.00

TOTAL	\$1,600.00
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Accepted By

Accepted Date

Proven to save guarantee

50% reduction in injuries

At Stryker we stand behind our products. We will guarantee at least a **50 percent reduction** in cot-related injuries to EMS personnel pertaining to raising and lowering cots and at least a **50 percent reduction** in cot and fastener-related injuries to EMS personnel pertaining to loading and unloading cots. If not, Stryker will refund the price paid for the Power-PRO cots and Power-LOAD cot fastening systems.*

* After one full year from installation date. Must provide Baseline Workers' Compensation claims. Customer must consent from Stryker to participate in this program. ** The guarantee and above are subject to the terms and conditions of Stryker's Guarantee Agreement.

Mission

Together with our customers,
we are driven
to make healthcare better.

Values

Integrity
We do what's right

Accountability
We do what we say

People
We grow talent

Performance
We deliver

1. <http://www.aetna.com/healthcare/medical-necessity/med-necessity.html>
2. <http://www.ahrq.gov/hq/handbook/handbook.html>
3. <http://www.ahrq.gov/hq/handbook/handbook.html>
4. <http://www.ahrq.gov/hq/handbook/handbook.html>
5. <http://www.ahrq.gov/hq/handbook/handbook.html>
6. <http://www.ahrq.gov/hq/handbook/handbook.html>
7. <http://www.ahrq.gov/hq/handbook/handbook.html>
8. <http://www.ahrq.gov/hq/handbook/handbook.html>
9. <http://www.ahrq.gov/hq/handbook/handbook.html>
10. <http://www.ahrq.gov/hq/handbook/handbook.html>
11. <http://www.ahrq.gov/hq/handbook/handbook.html>
12. <http://www.ahrq.gov/hq/handbook/handbook.html>
13. <http://www.ahrq.gov/hq/handbook/handbook.html>

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stryker

Safe patient
handling
solutions for EMS



How do we keep EMS personnel from becoming patients?

It's a costly problem that may get worse

Proven results with powerful outcomes



EMS workers experience rates of musculoskeletal injuries from overexertion **5x** more often than the average US worker. The single greatest risk factor for overexertion injuries for healthcare workers is manual patient handling¹.

More than 30 years of research and experience shows that relying on proper body mechanics or manual lifting techniques alone is not effective to reduce back and other musculoskeletal injuries².

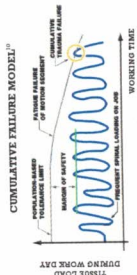
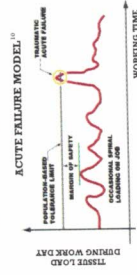
Who takes care of patients when EMS personnel are injured on the job?

10% **1 in 4** **78%**
At any given time, 10% of the EMS workforce is out of work due to injury. EMS workers suffer a lumbar strain or core-related back injury every 10 minutes on average during their workday.



\$69,594 **15%** **\$71,613**
cost of a typical strain injury (\$33,140 direct and \$36,454 indirect costs)³
forecasted growth in demand for EMTs and Paramedics between 2016 to 2026⁴
weighted median annual total cost of turnover across agencies that experienced turnover⁵

Stop lifting, start loading



50 lbs.
OSHA states that lifting loads heavier than about 50 pounds will increase the risk of injury.

Cumulative Trauma
Injury is the result of accumulation of trauma produced by either the repeated application of relatively low force or the application of a sustained force for a long duration.

Powered System



Power-PRO XT
powered ambulance cot
Power-LOAD
cot fastening system

Customer successes

100% **99%** **96%**
reducing in-cot related injuries saved one worker \$45,000 in 4-5 years⁶
of those who reported using the system have made their job easier⁷
reducing in-cot related events experienced by one worker⁸

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Airspace Agreement

DATE: May 18, 2020

BACKGROUND:

A new, privately-owned and privately-used grass airfield, owned by Dana Dvoracek, is located 4.3 miles to the south-southeast of the Charlevoix Municipal Airport. Due to its proximity to the Charlevoix airport, the FAA and the State of Michigan are requesting an agreement be made between the City of Charlevoix and the field owner, Dana Dvoracek.

Airports in close proximity to one another is nothing new. The nearest example of this are the two airports on Beaver Island. Welke Airport and the St. James Township Airport are located 2.7 miles from each other. Similarly, the Boyne City and Boyne Mountain Airports are 3.7 miles apart. Willow Run and Belleville airports in Ypsilanti, MI., are located 3.5 miles apart. It is also relevant to note, the Belleville is located just 8.5 miles west-southwest of Detroit Metro airport.

RECOMMENDATION:

Motion to approve Airspace Letter of Agreement between the Charlevoix Municipal Airport and Dana Dvoracek, owner of Dvoracek Field.

ATTACHMENTS:

- ▣ Airspace Letter of Agreement



Airspace Letter of Agreement

May 19th, 2020

This letter serves as an outline of agreements between Charlevoix Municipal Airport and Dvoracek Field (a private airport). Due to the proximity of Devoracek Field and the Charlevoix Municipal Airport (4.3 Miles), it was concluded by the FAA and MDOT Aeronautics that an agreement be met to ensure a safe operating environment for aircraft utilizing both facilities.

- I. 122. 80 will serve as the common traffic advisory frequency for both airports.
- II. Aircraft operating in and out of Dvoracek Field will use right-hand traffic when departing runway 15 and left-hand traffic when departing runway 33.
- III. Both airports will use the FAA Standard 1,000 feet above ground level traffic pattern altitude.

Charlevoix Municipal Airport

Dvoracek Field

Matthew A. Wyman
Airport Manager
Charlevoix Municipal Airport

Dana Dvoracek
Airport Owner
Dvoracek Field

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Fish Cleaning Station Waste Removal Bid

DATE: May 18, 2020

BACKGROUND:

On May 1, 2020 the City of Charlevoix posted a request for bids for the removal of fish waste from the Ferry Beach fish cleaning station. The bid opening was scheduled on May 14, 2020 at 11:00 am. One bid was received at the time of the bid opening from John Cross Fisheries. The bid amount was for \$6,500 for the years 2020 and 2021.

RECOMMENDATION:

Motion to accept the fish waste removal bid at Ferry Beach from John Cross Fisheries in the amount of \$6,500 each year for 2020 and 2021.

ATTACHMENTS:

- ▣ Bid Tabulation



FISH CLEANING STATION

Remote Bid Opening via Zoom

May 14, 2020 – 11:00am

Bidder Name	Total Cost
John Cross Fisheries Charlevoix, MI	\$6500

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing: Small Wireless and Pole Attachment Ordinance

DATE: May 18, 2020

PRESENTED BY: Don Swem, Electric Department

BACKGROUND:

For the last couple of years, the state and federal government have passed laws to regulate the attachments of fiber communication lines to our electric poles and more recently to regulate installation of 5G antennas in the right of way. The laws are quite specific as to what the City is allowed to do in regulating these facilities.

Our attorney has proposed an ordinance to regulate the installation of small cell wireless communication facilities (which includes 5G antennas). The ordinance closely matches the state law. It covers cases where the equipment is placed on existing poles as well as placement of new poles. Fees are established for applications and rates for continued use of the right of way. There is actually very little that can be changed and still comply with the new laws. The proposed ordinance is attached for consideration.

The proposed ordinance does not cover the fiber or other communication lines between antennas. The lines themselves are covered by the Metro Act or the Cable Communications Policy Act, while attachments to our poles are not covered. Because of that, attached are two draft agreements for any attachers that want to use our right of ways and poles. The intent is to have Council review and approve these Agreements in form. McLean Engineering, who wrote the Agreements, has been hired to negotiate these Agreements with each attacher. If no material changes are made during negotiations then the Agreement will be considered approved, and if changes are made it will come back to Council for approval. The Standard Pole Attachment Agreement covers all communication attachments to our poles and the Wireless Addendum covers antennas attached to our poles.

RECOMMENDATION:

Motion to approve the Pole Attachment Agreement and the Wireless Addendum Agreement as presented and authorize the use of these agreements going forward.

Motion to set a Public Hearing to consider Pole Attachment Ordinance 820 of 2020 on June 1, 2020 at 6:00 p.m. at City Hall or remotely via Zoom.

ATTACHMENTS:

- ❑ Draft Ordinance
- ❑ Pole Attachment Agreement
- ❑ Wireless Addendum

**CITY OF CHARLEVOIX
ORDINANCE NO. 820 of 2020**

AN ORDINANCE TO AMEND TITLE XV, CHAPTER 153 OF THE CHARLEVOIX CITY CODE TO ADD SECTION 153.125(F) TO REGULATE SMALL WIRELESS COMMUNICATIONS FACILITIES DEPLOYMENT; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title XV, Chapter 153, Section 153.125(F) of the City of Charlevoix Code is hereby added to read as follows:

- (1) This ordinance shall be known and may be cited as the "small wireless communications facilities deployment ordinance."
- (2) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ACT means the small wireless communications facilities deployment act, 2018 PA 365, MCL 460.1301, et seq., as the same may be amended from time to time.

ANTENNA means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

APPLICANT means a wireless provider or wireless infrastructure provider that submits an application described in this ordinance.

AUTHORITY, unless the context implies otherwise, means the City of Charlevoix, to the extent authorized by law to make legislative, quasi-judicial, or administrative decisions concerning an application described in this ordinance. Authority does not include any of the following:

- (i) A municipally owned electric utility.
- (ii) An investor-owned utility whose rates are regulated by the Michigan Public Service Commission.
- (iii) A state court having jurisdiction over an authority.

AUTHORITY POLE means a utility pole owned or operated by an authority and located in the ROW.

COLOCATE OR COLLOCATION means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning. Colocate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

FEE means an authority one-time per small cell site charge for application processing.

HISTORIC DISTRICT means an officially designated historic district.

MAKE-READY WORK means work necessary to enable an authority pole or utility pole to support collocation, which may include modification or replacement of utility poles or modification of lines.

MICRO WIRELESS FACILITY means a small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.

PUBLIC RIGHT-OF-WAY OR ROW means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:

- (i) A private right-of-way.
- (ii) A limited access highway.
- (iii) Land owned or controlled by a railroad as defined in section 109 of the railroad code of 1993, 1993 PA 354, MCL 462.109.
- (iv) Railroad infrastructure.

RATE means an authority annual charge per site.

SMALL CELL WIRELESS FACILITY means a wireless facility that meets both of the following requirements:

- (i) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.
- (ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

UTILITY POLE means a pole or similar structure that is or may be used to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

WIRELESS FACILITY means wireless equipment at a fixed location that enables the provision of wireless services between user equipment and

a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

- (i) The structure or improvements on, under, or within which the equipment is colocated.
- (ii) A wireline backhaul facility.
- (iii) Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

WIRELESS PROVIDER is a regulated provider of telecommunications services and a **WIRELESS INFRASTRUCTURE PROVIDER** is an installer of wireless equipment at small cell sites and, both terms are interchangeable terms for purposes of this ordinance. Wireless provider does not include an investor-owned utility whose rates are regulated by the MPSC.

WIRELESS SERVICES means any services, provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

WIRELESS SUPPORT STRUCTURE means a freestanding structure designed to support or capable of supporting small cell wireless facilities. Wireless support structure does not include a utility pole.

WIRELINE BACKHAUL FACILITY means a facility used to transport services by wire or fiber-optic cable from a wireless facility to a network.

(3) Scope of authority.

- (a) Except as provided in this ordinance or the Act, the Authority shall not prohibit, regulate, or charge for the collocation of small cell wireless facilities.
- (b) The approval of a small cell wireless facility under this ordinance authorizes only the collocation of a small cell wireless facility and does not authorize either of the following:
 1. The provision of any services.
 2. The installation, placement, modification, maintenance, or operation of a wireline in the ROW.
- (c) The terms of this section do not permit the wireless provider to operate a cable system or to provide cable service, as those terms are defined by Section 602 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Section 522), or install any wires or facilities that are required to be permitted under the METRO Act, Public Act 48 of 2002, MCL 484.310, including any part of a small cell wireless facility constituting wireline telecommunication facilities.

(4) Small Cell Row Access; Permitted Use; Height; Underground, Downtown, Residential and Historic Districts.

- (a) This subsection applies only to activities of a wireless provider within the public right-of-way for the deployment of small cell wireless facilities and associated new or modified utility poles.
- (b) The Authority shall not enter into an exclusive arrangement with any person for use of the ROW for the construction, operation, or maintenance of utility poles or the collocation of small cell wireless facilities.
- (c) The Authority shall not charge a wireless provider an annual rate more than:
 1. \$20.00 annually, unless subdivision 2 applies.
 2. \$125.00 annually, if a new utility pole or wireless support structure was erected at a new site by or on behalf of the wireless provider on or after the effective date of this act. This subdivision does not apply to the replacement of an existing utility pole that was not designed to support small cell wireless facilities.

Every 5 years after the effective date of the Act, the maximum rates are increased by 10% and rounded to the nearest dollar.
- (d) All greater rates and fees in current agreements shall be modified within 90 days of application receipt, so as not to exceed the fees provided here, except for new small cell dedicated utility poles installed and operational in the ROW before the effective date of this ordinance or related agreements, which shall remain in effect for the duration of the ordinance or agreement.
- (e) Except as set forth in § 153.125(F)(5) or (6), and as limited by this subsection, a wireless provider may colocate small cell wireless facilities and construct, maintain, modify, operate, or replace utility poles in, along, across, upon, and under the ROW as a permitted use not subject to zoning regulation if it complies with all other sections of this ordinance and if:
 1. A utility pole in the ROW installed or modified on or after the effective date of this ordinance shall not exceed 40 feet above ground level, unless a taller height is agreed to by the Authority.
 2. A small cell wireless facility in the ROW installed or modified after the effective date of this ordinance shall not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is colocated.

Such structures and facilities shall be constructed and maintained so as not to obstruct or hinder the usual travel or public safety on the ROW or obstruct the legal use of the Authority's ROW or uses of the ROW by other utilities and communications service providers.

- (f) A proposed utility pole or other support structure that exceeds the height limits under § 153.125(F)(4)(e), is subject to zoning review.
 - (g) Undergrounding: A wireless provider shall comply with reasonable and nondiscriminatory requirements including concealment measures that prohibit communications service providers from installing structures on or above ground in the ROW in an area designated solely for underground or buried cable and utility facilities, if:
 - 1. The Authority has required all cable and utility facilities, other than authority poles, along with any attachments, or poles used for street lights, traffic signals, or other attachments necessary for public safety, to be placed underground by a date that is not less than 90 days before the submission of the application; and
 - 2. The Authority does not prohibit replacement of authority poles by a wireless provider in the designated area.
 - 3. A wireless provider may apply for a waiver of the undergrounding requirements.
 - (h) Historic, Downtown and Residential Districts: A wireless provider shall comply with written, objective requirements for reasonable, technically feasible, nondiscriminatory, and technologically neutral designs or concealment measures in a historic district, downtown district, or residential zoning district. Such requirement shall not have the effect of prohibiting any wireless provider's technology. Any such design or concealment measures are not included in size restrictions in the definition of small wireless facility in this section.
 - (a) Aesthetic requirements: Wireless Providers shall install, modify, collocate or otherwise provide all wireless facilities, equipment, poles, support structures and all other related wireless objects in a manner, size and appearance that is consistent and in conformity with the existing requirements and existing practices in fact, pertaining to such districts as defined by the applicable ordinances, rules and codes of this community and the applicable rules and laws of this State, in such fashion as to create the least negative impact on the district as possible. Such accommodations may include use of similar height, materials, color, design, number and appearance of other similar structures utilized by other occupiers of the ROW and public spaces.
 - 1. Collocation including replacement of existing poles or support structures is strongly encouraged over the installation of additional new poles or support structures in the ROW.
 - 2. Placement of all equipment inside the pole or support structure is favored over placement outside the pole, including ground mountings.
 - 3. Smallest equipment, antennas and poles and support structures feasible is preferred.
 - 4. Camouflaging, stealth or concealment elements are preferred.
 - 5. Installations generally are favored in the following zoning districts, in the following order of preference:
 - i. 1st Preference: Industrial
 - ii. 2nd Preference: Commercial
 - iii. 3rd Preference: Residential
 - iv. 4th Preference: Historic
 - v. 5th Preference: Environmentally sensitive areas including nature and wetland preservation sites
 - 6. Disagreements between the provider and Authority on specific aesthetics issues shall be addressed by the City Council upon timely written request of the provider. Staff and City Council may consider incentives favoring installations in preferred districts.
 - (b) All wireless providers shall repair all damage to the ROW caused by the activities of the wireless provider while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the ROW and, to return the ROW to its original condition. Following 60 days' written notice, the Authority may make those repairs and charge the wireless provider the cost of the repairs.
- (5) Provider and Authority Responsibilities; Application Information; Shot Clocks; Tolling; Deemed Approved; Basis for Denial; Resubmittal; Batch Applications; Application Fees; Micro Wireless Facility Exemption; Alternative Siting; Decommissioning Sites:
- (a) This subsection applies to activities of a wireless provider within the public right-of-way.
 - (b) Except as otherwise provided in this subsection or the Act, a wireless provider shall seek an Authority ROW access permit to collocate a small cell wireless facility or install, modify, or replace a utility pole on which a small cell wireless facility will be collocated as required of all ROW users. The processing of an application for an Authority ROW access permit is subject to all of the following:
 - 1. Unless physically or technically infeasible, all small wireless facilities shall be constructed to accommodate two or more users. Any wireless provider must openly allow another provider to collocate upon its wireless facility under rates and conditions that are acceptable within the industry to promote collocation. Collocation of small cell wireless facilities is strongly encouraged.
 - 2. In-kind contributions to the Authority are not permitted in lieu of rates and fees described above unless all parties voluntarily agree in furtherance of the interests of both.
 - 3. The Applicant shall provide all the information and documentation required by the Authority to enable the Authority to make an informed decision with regard to its criteria for authorizing ROW access including the following:
 - i. A certificate of compliance with FCC rules related to radio frequency emissions from a small cell wireless

- facility;
- ii. Proof of notification to every other affected authority and all necessary permits, permit applications, or easements to ensure all necessary permissions for the proposed activity are obtained;
 - iii. An attestation that the small cell wireless facilities will be operational for use by a wireless services provider within 1 year after the permit issuance date. Failure to abide by this term shall result in termination of any permit issued in reliance on such attestation.
4. Within 25 days after receiving an initial application, the Authority shall notify the Applicant in writing whether the application is complete. If incomplete, the notice will delineate all missing documents or information. The notice tolls the running of the time for approving or denying an application under § 153.125(F)(5)(b)6.
 5. If the Applicant makes a supplemental submission in response to the Authority's notice of incompleteness, the Authority will so notify the Applicant in writing within 10 days, delineating the previously requested and missing documents or information. The time period for approval or denial is tolled in the case of second or subsequent notices under the procedures identified in § 153.125(F)(5)(b)4.
 6. The Authority shall approve or deny the application and notify the Applicant in writing within the following period of time after the application is received:
 - i. Collocation Shot Clock: For an application for the collocation of small cell wireless facilities on a utility pole, 60 days, subject to the following adjustments:
 - a. Add 15 days if an application from another wireless provider was received within 1 week of the application in question.
 - b. Add 15 days if the Authority notifies the Applicant in writing that an extension is needed and the reasons for the extension before the otherwise applicable 60-day or 75-day time period under this subsection elapses.
 - ii. New or Replacement 40' Pole and Limited Equipment: For an application for a new or replacement utility pole that meets the height requirements of § 153.125(F)(4)(e) and associated small cell facility, 90 days, subject to the following adjustments:
 - a. Add 15 days if an application from another wireless provider was received within 1 week of the application in question.
 - b. Add 15 days if, a timely extension is requested.
 - c. Deemed Approved: A completed application is considered to be approved if not timely acted upon by the Authority and, subject to the condition that the Applicant provide the Authority not less than 7 days' advance written notice that the Applicant will be proceeding with the work pursuant to this automatic approval.
 7. Basis for Denial: The Authority may deny a completed application for a proposed collocation of a small cell wireless facility or installation, modification, or replacement of a utility pole that meets the height requirements in § 153.125(F)(4)(e) if the proposed activity would do any of the following:
 - i. Materially interfere with the safe operation of traffic control equipment;
 - ii. Materially interfere with sight lines or clear zones for transportation or pedestrians;
 - iii. Materially interfere with compliance with the Americans with Disabilities Act of 1990, Public Law 101- 336, or similar federal, state, or local standards regarding pedestrian access or movement.
 - iv. Materially interfere with maintenance or full unobstructed use of public utility infrastructure under the jurisdiction of an authority.
 - v. With respect to drainage infrastructure under the jurisdiction of an authority, either of the following:
 - a. Materially interfere with maintenance or full unobstructed use of the drainage infrastructure as it was originally designed.
 - b. Not be located a reasonable distance from the drainage infrastructure to ensure maintenance under the drain code of 1956, 1956 PA 40, MCL 280.1 to 280.630, and access to the drainage infrastructure.
 - vi. Fail to comply with reasonable, nondiscriminatory, written spacing requirements of general applicability adopted by ordinance or otherwise that apply to the location of ground-mounted equipment and new utility poles and that do not prevent a wireless provider from serving any location.
 - vii. Fail to comply with all other applicable codes.
 - viii. Fail to comply with sections § 153.125(F)(4)(g) or (h) relating to Undergrounding and Historic, Downtown, and Residential districts.
 - ix. Fail to meet reasonable, objective, written stealth or concealment criteria for small cell wireless facilities

applicable in a historic district or other designated area, as specified in an ordinance or otherwise and non-discriminatorily applied to all other occupants of the ROW, including electric utilities, incumbent or competitive local exchange carriers, fiber providers, cable television operators, and the Authority.

8. Reasons for Denial; Resubmission and 30 Day Shot Clock: If the completed application is denied, the notice shall explain the reasons for the denial and, if applicable, cite the specific provisions of applicable codes on which the denial is based. The Applicant may cure the deficiencies identified by the Authority and resubmit the application within 30 days after the denial without paying an additional application fee. The Authority shall approve or deny the revised application within 30 days. The Authority shall limit its review of the revised application to the deficiencies cited in the denial.
 9. Batch Applications: An applicant may file an application and receive a single permit for the collocation of up to 20 substantially similar small cell wireless installations. The Authority may approve or deny 1 or more small cell wireless facilities included in such consolidated application.
 10. Approval of an application authorizes the wireless provider to undertake the installation, collocation and maintenance of such facilities.
 11. The Authority shall not institute a moratorium on filing, receiving, or processing applications or issuing permits for the collocation of small cell wireless facilities or the installation, modification, or replacement of utility poles on which small cell wireless facilities will be colocated.
 12. The Authority and an applicant may extend a time period under this subsection by mutual agreement.
- (c) Application Fee for a permit under § 153.125(F)(5)(b) shall not exceed the lesser of the following:
1. \$200.00 for each small cell wireless facility alone.
 2. \$300.00 for each small cell wireless facility and a new utility pole to which it will be attached.

Every 5 years after the effective date of the Act, the maximum fees are increased by 10% and rounded to the nearest dollar.

- (d) The Authority may revoke a permit, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated utility pole fail to meet the requirements of § 153.125(F)(5)(b)7.
 - (e) Micro Wireless Facility Exempt: The Authority shall not require a permit or any other approval or require fees or rates for ordinance compliant replacement, maintenance or operation of a small cell wireless facility or ordinance compliant installation, replacement, maintenance or operation of a micro wireless facility that is suspended on cables strung between utility poles or wireless support structures in compliance with applicable codes.
 - (f) Alternate Siting: Upon receipt of an application to place a new utility pole, the Authority may propose an alternate location within the ROW or on property or structures owned or controlled by the Authority within 75 feet of the proposed location to either place the new utility pole or colocate on an existing structure. The Applicant shall use the alternate location if, as determined by the Applicant, the Applicant has the right to do so on reasonable terms and conditions and the alternate location does not impose unreasonable technical limits or significant additional costs.
 - (g) Decommissioning Sites: A wireless provider shall notify the Authority in writing before discontinuing use of a small cell wireless facility, utility pole, or wireless support structure. The notice shall specify when and how the wireless provider intends to remove the small cell wireless facility, utility pole, or wireless support structure. The wireless provider shall return the property to its pre-installation condition. If the wireless provider does not complete the removal within 45 days after the discontinuance of use, the Authority may complete the removal and assess the costs of removal against the wireless provider. A permit under this subsection for a small cell wireless facility expires upon removal of the small cell wireless facility.
 - (h) A wireless provider shall obtain a permit for any work that will affect traffic patterns or obstruct vehicular or pedestrian traffic in the ROW.
- (6) Zoning Review for Non-Permitted Uses.
- (a) This subsection applies to zoning reviews for the following activities that are subject to zoning review and approval, that are not a permitted use under § 153.125(F)(4)(e), and that take place within or outside the public right-of-way:
 1. The modification of existing or installation of new small cell wireless facilities.
 2. The modification of existing or installation of new wireless support structures used for such small cell wireless facilities.
 - (b) The processing of an application for a zoning approval is subject to all of the following requirements:
 1. Within 30 days after receiving an application under this section, the Authority shall notify the Applicant in writing whether the application is complete. If the application is incomplete, the notice shall clearly and specifically delineate all missing documents or information. The notice tolls the running of the 30-day period.
 2. The running of the time period tolled under § 153.125(F)(6)(b)1 resumes when the Applicant makes a supplemental submission in response to the Authority's notice of incompleteness. If the Applicant makes a supplemental submission in response to the Authority's notice of incompleteness, the Authority will so notify the Applicant in writing within 10 days, delineating the previously requested and missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in subdivision § 153.125(F)(6)(b)1. Second or subsequent

notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

3. Modification of Support Structure or Collocation or Installation of Wireless Facilities Shot Clock 90 Days – New Support Structure Shot Clock 150 Days; Modification by Agreement; Deemed Approved: The Authority shall approve or deny the application and notify the Applicant in writing within 90 days after an application for a modification of a wireless support structure or installation of a small cell wireless facility is received or 150 days after an application for a new wireless support structure is received.
 - i. The time period for approval may be extended by mutual agreement between the Applicant and Authority.
 - ii. If the Authority fails to comply with this subdivision, the application is considered to be approved subject to the condition that the Applicant provide the Authority not less than 15 days' advance written notice that the applicant will be proceeding with the work pursuant to this automatic approval.
 4. The Authority may deny an application if all of the following apply:
 - i. The denial is supported by substantial evidence contained in a written record that is publicly released contemporaneously.
 - ii. There is a reasonable basis for the denial.
 - iii. The denial would not discriminate against the Applicant with respect to the placement of the facilities of other wireless providers.
- (c) The Authority's review of an application for a zoning approval is subject to all of the following requirements:
1. Applicant Presumed Reasonable: An applicant's business decision on the type and location of small cell wireless facilities, wireless support structures, or technology to be used is presumed to be reasonable. This presumption does not apply with respect to the height of wireless facilities or wireless support structures. The Authority may consider the height of such structures in its zoning review, but shall not discriminate between the Applicant and other communications service providers.
 2. The Authority shall not evaluate or require an applicant to submit information about an applicant's business decisions with respect to any of the following:
 - i. The need for a wireless support structure or small cell wireless facilities.
 - ii. The Applicant's service, customer demand for the service, or the quality of service.
 3. Any requirements regarding the appearance of facilities, including those relating to materials used or arranging, screening, or landscaping, shall be reasonable.
 4. Any spacing, setback, or fall zone requirement shall be substantially similar to a spacing, setback, or fall zone requirement imposed on other types of commercial structures of a similar height.
- (d) Application Fees:
1. \$1,000.00 for a new wireless support structure or modification of an existing wireless support structure.
 2. \$500.00 for a new small cell wireless facility or modification of an existing small cell wireless facility
- (e) All zoning approval is void if the wireless provider fails to commence construction within 1 year of the grant of same, unless the Authority and the Applicant agree to extend this period or the delay is caused by a lack of commercial power or communications facilities at the site. The wireless provider may reapply for a zoning approval.
- (f) A wireless provider may voluntarily request that a zoning approval be terminated.
- (g) The Authority shall not institute a moratorium on either of the following:
1. Filing, receiving, or processing applications for zoning approval.
 2. Issuing approvals for installations that are not a permitted use.
- (h) The Authority may revoke a zoning approval, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated wireless support structure fail to meet the requirements of the approval, applicable codes, or applicable zoning requirements.
- (7) Authority owned Poles; Rates; Terms
- (a) The Authority shall not enter into an exclusive arrangement with any person for the right to attach to authority poles. A person who purchases, controls, or otherwise acquires an authority pole is subject to the requirements of this subsection.
 - (b) Rate: The rate for the collocation of small cell wireless facilities on authority poles shall be nondiscriminatory regardless of the services provided by the collocating person. The rate shall not exceed \$30.00 per year per authority pole. Every 5 years after the effective date of the Act, the maximum rate then authorized under this subsection is increased by 10% and rounded to the nearest dollar. This rate for the collocation of small cell wireless facilities on authority poles is in addition to any rate charged for the use of the ROW under § 153.125(F)(4).

- (c) All greater rates and fees in current agreements shall be modified within 90 days of application receipt, so as not to exceed the fees provided here, except with respect to wireless facilities on authority poles installed and operational before the effective date of this ordinance or any related agreement, which shall remain in effect for the duration of the ordinance or agreement.
 - (d) Within 90 days after receiving the first request to colocate a small cell wireless facility on an authority pole, the Authority shall make available, through ordinance or otherwise, the rates, fees, and terms for the collocation of small cell wireless facilities on the authority poles. The rates, fees, and terms shall comply with all of the following:
 - 1. The rates, fees, and terms shall be nondiscriminatory, competitively neutral, and commercially reasonable and shall comply with the Act.
 - 2. The Authority shall provide a good-faith estimate for any make-ready work within 60 days after receipt of a complete application. Make-ready work shall be completed within 60 days of written acceptance of the good-faith estimate by the Applicant.
 - 3. The person owning or controlling the authority pole shall not require more make-ready work than required to comply with law or industry standards.
 - 4. Fees for make-ready work shall not do any of the following:
 - i. Include costs related to preexisting or prior damage or noncompliance unless the damage or noncompliance was caused by the Applicant.
 - ii. Include any unreasonable consultant fees or expenses.
 - iii. Exceed actual costs imposed on a nondiscriminatory basis.
 - (e) This section does not require the Authority to install or maintain any specific authority pole or to continue to install or maintain authority poles in any location if the Authority makes a nondiscriminatory decision to eliminate aboveground poles of a particular type generally, such as electric utility poles, in a designated area of its geographic jurisdiction. For authority poles with colocated small cell wireless facilities in place when an authority makes a decision to eliminate aboveground poles of a particular type, the Authority shall do 1 of the following:
 - 1. Continue to maintain the authority pole.
 - 2. Install and maintain a reasonable alternative pole or wireless support structure for the collocation of the small cell wireless facility.
 - 3. Offer to sell the pole to the wireless provider at a reasonable cost.
 - 4. Allow the wireless provider to install its own utility pole so it can maintain service from that location.
 - 5. Proceed as provided by an agreement between the Authority and the wireless provider.
- (8) No Provider Requirement of Service. This ordinance does not require wireless facility deployment or regulate wireless services.
- (9) Appeals: The Applicant may appeal any Authority determinations related to this ordinance to the highest elected body of the Authority or, the Charlevoix County Circuit Court.
- (10) Defense, Indemnity and Insurance: All applicant wireless providers shall:
- (a) Defend, indemnify, and hold harmless the Authority and its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the Applicant, its contractors, its subcontractors, and the officers, employees, or agents of any of these.
 - (b) Obtain insurance naming the Authority and its officers, agents, and employees as additional insureds against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees. A wireless provider may meet all or a portion of the authority's insurance coverage and limit requirements by self-insurance. To the extent a wireless provider elects to self-insure, the wireless provider shall provide to the Authority evidence demonstrating, to the Authority's satisfaction, the wireless provider's financial ability to meet the authority's insurance coverage and limit requirements.
- (11) Bonding:
- (a) As a condition of a permit described in this act, the wireless provider shall provide a \$1,000 bond per small cell wireless facility, for the purpose of providing for the removal of abandoned or improperly maintained small cell wireless facilities, including those that an authority determines should be removed to protect public health, safety, or welfare, to repair the ROW as provided under section § 153.125(F)(4)(b) and, to recoup rates or fees that have not been paid by a wireless provider in more than 12 months, if the wireless provider has received 60-day advance notice from the authority of the noncompliance.
 - (b) The Authority shall not require a cash bond, unless the wireless provider has failed to obtain or maintain a bond required under this section or the surety has defaulted or failed to perform on a bond given to the Authority on behalf of a wireless provider.

(12) Labelling: A small cell wireless facility for which a permit is issued shall be labeled with the name of the wireless provider, emergency contact telephone number, and information that identifies the small cell wireless facility and its location.

(13) Electric Costs: A wireless provider is responsible for arranging and paying for the electricity used to operate a small cell wireless facility.

(14) Investor Owned Utilities.

- (a) This Ordinance does not add to, replace, or supersede any law regarding poles or conduits, similar structures, or equipment of any type owned or controlled by an investor-owned utility whose rates are regulated by the MPSC, an affiliated transmission company, or an independent transmission company.
- (b) This ordinance does not impose or otherwise affect any rights, controls, or contractual obligations of an investor-owned utility whose rates are regulated by the MPSC, an affiliated transmission company, or an independent transmission company with respect to its poles or conduits, similar structures, or equipment of any type.
- (c) Except for purposes of a wireless provider obtaining a permit to occupy a right-of-way, this ordinance does not affect an investor-owned utility whose rates are regulated by the MPSC. Notwithstanding any other provision of this ordinance, pursuant to and consistent with section 6g of 1980 PA 470, MCL 460.6g, the MPSC has sole jurisdiction over attachment of wireless facilities on the poles, conduits, and similar structures or equipment of any type or kind owned or controlled by an investor-owned utility whose rates are regulated by the MPSC.

SECTION 2. Severability. No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this ordinance except as to the above sections, and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 3. Effective Date.

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

Ordinance No. 820 was adopted on the 1st day of June, 2020 A.D., by the Charlevoix City Council as follows:

Motion by:

Seconded by:

Yeas:

Nays:

Absent:

State of Michigan
City of Charlevoix

} §

Joyce M. Golding

Clerk

Luther Kurtz

Mayor

STANDARD POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

CITY OF CHARLEVOIX

AND

DATED:

[Click here to enter a date.](#)

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PREAMBLE

CITY OF CHARLEVOIX, (hereinafter called "Electric Utility"), and _____, a corporation organized under the laws of the State of _____ (hereinafter called the "Licensee"), desiring to enter into this Pole Attachment License Agreement ("Agreement") for the use of Electric Utility's poles, erected or to be erected within the areas in which both parties render service in the State of Michigan, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the promises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective [Click here to enter a date](#). ("Effective Date").

WITNESSETH

WHEREAS, Electric Utility and the Licensee desire to begin or continue to jointly use wood or other types of poles and in the future to further jointly use the poles of the Electric Utility when and where joint use shall be advantageous; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Michigan, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Electric Utility reserves the right for good cause to exclude from use any of its facilities for objective, nondiscriminatory reasons of safety, reliability, and generally applicable engineering standards.

ARTICLE II - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the pole.
- B. **Bonded-Ground** is a pedestal or other ground mounted equipment bonded to the vertical ground on a pole but not attached to the Pole.
- C. **Communication Space** is the space on joint-use poles where Licensee facilities are separated from the Supply Space by the Communication Worker Safety Zone.
- D. **Communication Worker Safety Zone** is the forty-inch (40") zone below the supply space, above the Communication Space. See Appendix D Communication Space (NESC).
- E. **Cost in Place** is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- F. **Initial Safety Inspection** is a safety inspection of Electric Utility poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Electric Utility poles, performed after the Effective Date as explained in ARTICLE VIII hereof.
- G. **Joint Pole** is a pole for which joint use is established or continued pursuant to the terms of this Agreement and does not imply the presence of a joint use or joint ownership agreement or relationship between the parties.

- H. **Joint Use** refers to a pole which is being jointly used by the parties pursuant to the terms of this Agreement and does not imply the presence of a joint use or joint ownership agreement or relationship between the parties.
- I. **Licensee** is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that Electric Utility owns.
- J. **Make-Ready** is all work, including engineering and construction, necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements; removal and replacement of the pole; transfers; and other work incident thereto.
- K. **NESC** is the National Electrical Safety Code.
- L. **Non-guyed Service Drop** is a Service Drop that requires no guys under the Licensee's design standards or the applicable specifications of ARTICLE III - SPECIFICATIONS. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of ARTICLE III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)
- M. **Standard Pole** is a pole which is just tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in ARTICLE III - SPECIFICATIONS for the Attachments ordinarily placed by the parties in their respective spaces. Such pole for the purpose of this Agreement shall be as described in Appendix D. The definition of Standard Pole is not intended to preclude the use of Joint Poles shorter or of less strength than the Standard Pole in locations where such poles will meet the requirements of the parties hereto.
- N. **Supply Space** is the following described space:
 - 1. For Electric Utility, Supply Space is as described in Appendix D.
 - 2. For the Licensee, a Communication Space of one (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III - SPECIFICATIONS and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. When practicable, the Licensee will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is within the Communication Space.
 - 3. In the event Electric Utility installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Electric Utility, as defined above, for that pole shall be increased to include the additional above ground space provided by Electric Utility. For avoidance of doubt, in any case the attacher shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- O. **Outside Party** is any person or entity which is not a party to this Agreement and which has a right to use the pole of the Electric Utility.
- P. **Permit** means authorization from Electric Utility to the Licensee to attach an Attachment pursuant to this Agreement.
- Q. **Rearrangement** is the moving of Attachments from one position to another on a pole.
- R. **Service Drop** means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.

- S. **Simple Transfer** is the transfer, relocation, or alteration of any Attachment or Overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of the Communication Facility subject to such transfer, relocation, or alteration.
- T. **Space** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in ARTICLE III - SPECIFICATIONS which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- U. **Street/Outdoor Light pole** is a pole supporting a light fixture of any type owned by Electric Utility.
- V. **Transfer** is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.

ARTICLE III - SPECIFICATIONS

Except as otherwise provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS F., referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) lawful requirements of public authorities; and (4) the requirements of APPENDIX B. It is understood by both parties that the requirements of the NESC are minimum requirements and that reasonable, additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV - ESTABLISHING ATTACHMENT TO POLES

A. Before Licensee shall make use of Electric Utility's Poles under this Agreement, it shall comply with the requirements set forth herein. APPENDIX A shall be sent by email, or other electronic notification system as designated by the Electric Utility.

B. REQUEST TO ATTACH PROCEDURE. Except in connection with (i) the placement of Non-Guyed Service Drops; (ii) the placement of dead-end or riser poles; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) making safety corrections; (vi) Rearrangements or Transfers required by Electric Utility, whenever the Licensee desires to place an Attachment on any pole that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. In the case of overlash, Licensee may submit after-the-fact notification, so long as APPENDIX A information and application fee, along with supporting engineering design data for each such Attachment, are submitted. Within thirty (30) days after the receipt of such completed application Electric Utility shall notify the applicant in writing whether the application is approved or rejected. If Electric Utility rejects the application in whole or in part, Electric Utility will specify the reason(s). The application shall be rejected only for good cause. Upon receipt of notice from Electric Utility that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments on such poles, including any necessary pole replacements, the applicant shall have the right as Licensee hereunder to place such

Attachments on such poles in accordance with the terms of the application and of this Agreement (including ARTICLE III).

C. REQUEST TO MODIFY ATTACHMENT PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of dead-end or riser poles; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in ARTICLE IV.E. below; (vi) Rearrangements; (vii) Transfers required by Electric Utility and (viii) overlash (which will be handled by an after-the-fact notification as described in ARTICLE IV.B above), whenever the Licensee desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Licensee shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. Unless Electric Utility rejects the completed form within thirty (30) days from the date of receipt, the Licensee may proceed with making such Attachments or changes as are identified in the form in accordance with the terms of the application and this Agreement (including ARTICLE III - SPECIFICATIONS). If Electric Utility rejects the application in whole or in part, Electric Utility will specify the reason(s). The application shall be rejected only for good cause. If Electric Utility determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of ARTICLE III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

D. Any Non-guyed Service Drop that is placed by Licensee on Electric Utility's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not, alone and without more, create additional Communication Space.

E. Either party, without following the REQUEST TO ATTACH or REQUEST TO MODIFY ATTACHMENT procedure, may utilize vertical unused space below its defined space in ARTICLE II - EXPLANATION OF TERMS for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of ARTICLE III - SPECIFICATIONS).

F. Each party shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in ARTICLE IX - DIVISION OF COSTS.

H. Joint use of a pole shall automatically be continued under the terms of this Agreement if either of the following circumstances applies:

1. The pole was a Joint Pole under a Previous Agreement as of the Effective Date.
2. Both parties had Attachments on the pole - the pole was actually in joint use – as of the Effective Date.

I. Both before and after any termination of the right to place Attachments on additional poles, the Licensee shall have the right to Transfer its Attachments from an existing pole to a new pole installed as part of a road widening project and to continue joint use on such pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, Electric Utility may terminate the Licensee's rights under this ARTICLE IV.I.

J. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate, to facilitate the other party's planning and budgeting.

K. To facilitate any preparation of APPENDIX A, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of APPENDIX A.

ARTICLE V - PLACEMENT OF NEW POLES

A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed thirty (30) business days) after the receipt of such written notice, the other party will submit an APPENDIX A if required by ARTICLE IV above, and the provisions of ARTICLE IV will govern.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under ARTICLE IV - ESTABLISHING ATTACHMENT TO NEW POLES. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE VI - RIGHT OF WAY FOR ATTACHER'S ATTACHMENTS

While Electric Utility and Licensee will cooperate as far as may be practicable in obtaining rights-of way for both parties on Joint Poles, Electric Utility does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on Electric Utility's poles, no liability on account thereof shall attach to Electric Utility of the poles.

ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS

A. Electric Utility shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in ARTICLE III - SPECIFICATIONS and shall replace, reinforce or repair should a pole become defective.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. Electric Utility will make reasonable effort to

conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, Electric Utility shall, before making such replacement or relocation give reasonable notice thereof in writing or by electronic means (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing or by electronic means) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole.

1. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Electric Utility Transfers have been accomplished), Electric Utility may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If Electric Utility so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. The unused portion of the pole above the Licensee's Attachments shall be cut off and removed by Electric Utility before relinquishing ownership, if the pole remains in structural conflict with the power route. Upon mutual agreement by Electric Utility and the Licensee, Electric Utility personnel may perform simple transfers for the Licensee at a mutually agreed upon price.

2. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the receipt of notification in writing or through electronic means for such Transfer of Attachments and after all third party and Electric Utility responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if Electric Utility does not elect to relinquish the ownership of the old pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement:

a. The Licensee shall pay Electric Utility the following amounts until the Licensee has transferred its Attachments and notified Electric Utility in writing or through electronic notification means that the Transfer has been accomplished:

i. Five dollars (\$5.00) per pole per month beginning with the sixty-first (61st) day after the Licensee Transfer Date and through and including the two hundred fortieth (240th) day after the Licensee Transfer Date,

ii. Ten dollars (\$10.00) per pole per month (instead of five dollars (\$5.00)) beginning with the two hundred forty-first (241st) day after the Licensee Transfer Date. In addition, the cost incurred by Electric Utility to return to the job site and remove the old pole will be paid by the Licensee. In the event the Licensee notifies Electric Utility that the Transfer has been accomplished, and Electric Utility returns to the job site to remove the old pole and discovers that the Transfer has not been made, then the Licensee will pay Electric Utility's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when poles are installed in a manner consistent with ARTICLE VII B.

D. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair.

E. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

F. Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in ARTICLE III - SPECIFICATIONS shall be brought into conformity therewith as soon as practicable. To the extent such construction is compliant with the specifications in effective at the time of installation, neither party will be required to retrofit such existing, compliant attachments and at all times NESC grandfathering rules will apply. When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections A and D of this ARTICLE VII.

G. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

H. Where a pole currently exists, and different, new or replacement poles are needed in substantially the same place to accommodate the Licensee's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, Electric Utility will construct and own the new poles, and the costs will be paid as provided in ARTICLE IX - DIVISION OF COSTS.

I. Electric Utility shall have the right to require the Licensee, within one hundred twenty (120) days after the Licensee Transfer Date (as defined in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments as those on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole. The choice of option (a) or (b) will be the Licensee's. Or, if neither Electric Utility nor the Licensee desires a Transfer, Electric Utility may elect to abandon the existing pole to the Licensee as provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS C. I. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee, unless such Transfer is required due to the requirements of an Outside Party, in which case the Outside Party shall reimburse the Licensee upon demand.

ARTICLE VIII - SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. If Electric Utility has reasonable cause to believe Code Violations or unsafe conditions (or other violations of ARTICLE III) involving all parties exist on its system, it will provide documentation of this belief to all parties, and it may, not more than once every five (5) years, perform a periodic safety inspection of Electric Utility's Poles, including Attachments under this Agreement. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of Electric Utility. At least three (3) months prior to any such safety inspection, Electric Utility shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection. Electric Utility and all Attachers shall share equally in the cost of the Initial Safety Inspection and any subsequent safety inspections.

B. CORRECTIONS. In the event Licensee has caused any violations of the specifications set forth in ARTICLE III, and such violation poses an imminent danger to persons or property ("Imminent Danger Violation"), such party shall correct such violation immediately, but at least within twenty-four (24) hours, unless otherwise agreed to by the parties. Should Licensee fail to correct such violation after notice, Electric Utility may correct the violation and bill the Licensee for the Actual Costs incurred. Following the Initial Safety Inspection, if Licensee has caused a Non-Imminent Danger Violation, Licensee shall have ninety (90) days to correct any such violation upon written notice from Utility, or within a longer, mutually

agreed-to time frame if correction of the violation is not possible within ninety (90) days, such extended time to be not more than an additional ninety (90) days. Notwithstanding the foregoing grace periods, in the event Electric Utility or any other third party prevents Licensee from properly correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such actions of the Electric Utility or third party. Licensee will not be responsible for the costs associated with violations caused by Utility or its agents or Outside Parties. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, or contractors, which Licensee causes to work on Joint Poles, will be notified of pending, unresolved poles requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among the utility and all other parties on the pole.

C. PENALTIES. Electric Utility may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by Licensee that is not corrected in accordance with the terms of this Agreement.

D. OBSERVED SAFETY VIOLATIONS. For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

ARTICLE IX - DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. Whenever Electric Utility requires new pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit the notice required under ARTICLE IV - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE. If Licensee chooses to attach to a newly installed pole(s) and requires more than the 12" of space on such pole, then the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such pole(s) even if the pole(s) does not at that time become a Joint Pole. If joint use is established pursuant to ARTICLE V – PLACEMENT OF NEW POLES A. above, the cost to erect new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this ARTICLE IX – DIVISION OF COSTS A. If joint use is not established pursuant to ARTICLE V - PLACEMENT OF NEW POLES A. above, the provisions of ARTICLE IX – DIVISION OF COSTS below will control.

1. A Standard Pole, or if adequate a Joint Pole smaller than the Standard Pole, shall be erected at the sole expense of Electric Utility.

2. A pole larger than the Standard Pole, the extra height or strength of which is due wholly to Electric Utility's requirements including owner's requirements for pole space in excess of Supply Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping Electric Utility's wires clear of trees shall be erected at the sole expense of Electric Utility.

3. In the case of a pole larger than the Standard Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee requirement for pole space in excess of Communication Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Licensee's wires clear of trees, Electric Utility shall pay all costs associated with the construction of a Standard Pole and the Licensee shall pay to the owner the remaining costs of erecting the larger than Standard Pole. If in connection with the construction of a pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the pole within three years from the date the pole was set, then the Licensee shall no longer be entitled to its Space on such pole.

4. In the case of a pole larger than the Standard Pole, the extra height or strength of which is due to the requirements of both parties for greater Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Standard Pole shall be shared equally by the Licensee and Electric Utility, with the rest of the cost of erecting such pole to be borne by Electric Utility.

5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and the Licensee, which it would have been unnecessary except solely due to Licensee's use had not been undertaken, shall be erected at the sole expense of the Licensee.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING POLES. Where an existing pole is replaced for maintenance purposes, Electric Utility shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and Electric Utility will pay all the costs of installing the replacement pole. Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by Electric Utility.

1. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Electric Utility's requirements, such as providing service, normal maintenance, or keeping Electric Utility's wires clear of trees, shall be erected at the sole expense of Electric Utility. Electric Utility shall bear the full expense of replacing or transferring all Electric Utility's Attachments and the Licensee shall bear the full expense of replacing or transferring all the Licensee's Attachments.

2. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to Electric Utility the Make-ready cost of the new pole.

3. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Licensee's requirements such as providing service, correcting a safety violation or keeping Licensee's wires clear of trees, Licensee shall pay all of the Make-ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the

parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such pole and the Cost in Place of the existing pole shall be shared equally by the Licensee and Electric Utility, and other third parties, if applicable, the rest of the cost of erecting such pole to be borne by Electric Utility. Electric Utility and Licensee shall replace or Transfer all Attachments at their own expense.

5. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due wholly to the requirements of an Outside Party, the Outside Party shall pay all of the Make-Ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.

D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, Rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. SERVICE DROPS. Where an existing pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to Electric Utility the installed cost of the new pole plus the labor costs of replacing or Transferring of the Attachments on the existing pole and the cost to remove the existing pole, minus any salvage value to Electric Utility.

F. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or Actual Cost, as mutually agreed upon (including overhead), of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. ELECTRIC UTILITY INSTALLING LARGER POLES FOR ELECTRIC UTILITY'S FUTURE USE. In the event Electric Utility installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Electric Utility's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Electric Utility's sole use. Licensee may request documentation to validate the need for future space.

H. CORRECTIVE MEASURES.

1. If any Attachment of the Licensee is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

2. If any Attachment of Electric Utility is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but Electric Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

3. If there exists a violation of the terms of this Agreement (including the provisions of ARTICLE II - EXPLANATION OF TERMS and ARTICLE III - SPECIFICATIONS), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in any costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

4. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Electric Utility and any other Attachers; and Electric Utility will make reasonable effort to cause the Outside Party to make such payment.

I. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Licensee shall pay all necessary Make-ready costs associated with the Licensee attaching to the pole.

2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then:

a. The Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole if Electric Utility gave notice pursuant to ARTICLE V.A. but the Licensee did not, if required, submit an APPENDIX A as provided in ARTICLE IV and, if applicable, ARTICLE V.A.

b. If Electric Utility did not give notice pursuant to ARTICLE V.A. with respect to the pole, then Electric Utility shall pay all Make-ready costs associated with the Licensee attaching to the pole.

J. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

K. MAKE-READY WHEN APPENDIX A NOT REQUIRED. Except as provided in ARTICLE IX.I. above, Electric Utility shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

ARTICLE X - UNAUTHORIZED ATTACHMENTS

If any Attachment made after the Effective Date of this Agreement is identified for which the APPENDIX A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then, provided Licensee has 90 days to verify or deny the unauthorized attachments, upon receiving written notice the Licensee shall pay to the Electric Utility a one-time fee of fifty dollars (\$50) per pole plus a sum equal to the adjustment payments that would have been payable from and after the date the Attachment was first placed on the Electric Utility's pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the adjustment payments that would have been payable from and after the date the last Actual Inventory of Joint Poles was conducted, subject to any applicable laws regarding statutes of limitations. If the Licensee does not respond within 90 days, it will not have the right to dispute the unauthorized attachment fee. In addition, the Electric Utility may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of verification by Licensee that an Attachment is an Unauthorized Attachment (provided that Licensee has 90 days to verify or deny that an Unauthorized Attachment exists upon receiving written notice from Utility), an APPENDIX A along with supporting engineering design data for each such Attachment, and upon review of such information, the Electric Utility may require the Licensee to make or pay for such modifications as may be specified by mutual consent of the parties or if non-approval of APPENDIX A is justified, remove the Unauthorized Attachment at Licensee's expense within 90 days or by mutual agreement after Licensee has verified that the Attachment is an Unauthorized Attachment. If Licensee has failed to submit an APPENDIX A or has not removed such Unauthorized Attachments within the 90

days or by mutual agreement if such non-approval is justified, then the Electric Utility may remove such Attachments at the Licensee's expense and with no liability to the Electric Utility, in which event the Licensee shall reimburse the Electric Utility upon demand for the cost the Electric Utility incurred in making such removal and shall indemnify and save the Electric Utility harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of negligence, gross negligence or intentional misconduct. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with ARTICLE III - SPECIFICATIONS.

ARTICLE XI - ABANDONMENT OF JOINT USE POLES

A. If Electric Utility desires at any time to abandon any Joint Pole, it shall, except as provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS C., give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period Electric Utility shall have no Attachments thereon, but Licensee has not removed its Attachments, such pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay Electric Utility the then depreciated value in place of the pole to Electric Utility. Electric Utility shall further evidence transfer of title to the pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE IX - DIVISION OF COSTS, when the pole was originally set, provided the Licensee furnishes proof of such payment.

B. The Licensee may at any time abandon the use of a Joint Pole by removing therefrom any and all Attachments it may have thereon and by giving written notice thereof.

C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

ARTICLE XII – ADJUSTMENT PAYMENTS

A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory"). At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto shall be considered a Joint Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Electric Utility's poles.

B. For a year in which there is no Actual Inventory, the number of Joint Poles used in calculating the adjustment payments provided for herein shall be based on the number of Permits submitted by the Licensee.

C. For a year for which there is an Actual Inventory, the adjustment payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in ARTICLE XII.D. below.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Joint Poles found by the Actual Inventory for the year in question and the number of Joint Poles currently being billed, whenever conducted, including any Actual

Inventory conducted prior to the Effective Date of this Agreement, shall be prorated evenly based on the assumption that such poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

2. If the adjustment payment so calculated pursuant to this section is greater than the adjustment payment that was actually made, the difference shall constitute an additional amount owed by the Licensee to Electric Utility; if less, the difference shall constitute an amount owed by Electric Utility or a credit to the Licensee.

ARTICLE XIII – FEES AND CHARGES

A. Payment of Fees and Charges. Licensee shall pay to Electric Utility fees and charges and shall comply with the terms and conditions specified in the Agreement.

B. Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Electric Utility pursuant to this Agreement within thirty (30) calendar days after Licensee receives the invoice.

C. The applicable computation of payments and calculations as above provided shall be made on or about January 1st of the calendar year following the Attachment rental year, each party acting in cooperation with the other. For example, on or about January 1, 2019, Electric Utility will issue the rental invoice for the rental period covering January 1, 2018 through December 31, 2018.

D. Annual Pole Attachment Fee per foot of occupied usable space per year shall be as follows:

Rate: Maximum allowable rate pursuant to 47 USC 224(d) and (e) as established in Federal Communications Commission Order on Reconsideration 15-151. Calculations will be provided to Licensee annually upon request.

E. Non-Recurring Fees:

1. Permit Application Fee:

Number of Poles Affected	Application Fee (Per Application)
1-10	\$50
11-20	\$150
21-25	\$250
26+	Cost Estimate Will Be Provided

2. Make Ready Charges: See Article IX

3. Miscellaneous Charges: See Article IX

4. Unauthorized Attachment Fee: See Article X

5. Safety Inspection Fees: See Article VIII

6. Inventory Inspection Fees: See Article XII

7. Timely Transfer Fees: See Article VII

ARTICLE XIV – DEFAULTS

A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement.

B. If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under this ARTICLE XIV.

ARTICLE XV - RIGHTS OF OTHER PARTIES

A. If Electric Utility, prior to the execution of this Agreement, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of ARTICLE XV.B. below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Utility shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If Electric Utility desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of ARTICLE III - SPECIFICATIONS, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Utility shall derive all of the revenue accruing from such Outside Parties.

C. With respect to any rights and privileges granted by Electric Utility under this Article to others not parties hereto, Electric Utility shall reimburse Licensee's cost for transferring and rearranging Licensee's Attachments to provide space for Attachments for such Outside Parties.

D. Outside Parties shall be responsible for their pro rata share of any costs mentioned in ARTICLE IX-DIVISION OF COSTS.

ARTICLE XVI - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or

consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVII - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVIII - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by Electric Utility, but any tax, fee, or charge levied on Electric Utility's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XIX - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within thirty (30) days after the invoice is received. Except as provided in ARTICLE XIX.C. below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XX – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee:

Electric Utility:

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in ARTICLE XX.A. above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or APPENDIX A shall be made to the sender rather than to the person designated in ARTICLE XX.A. or ARTICLE XX.B. above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.

E. A second copy of any notice given under ARTICLE XIV – DEFAULTS or ARTICLE XXI - RESOLUTION OF CERTAIN DISPUTES shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

Electric Utility

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XXI - TERM OF AGREEMENT

A. This Agreement shall become effective upon its execution and, if not terminated in accordance with the provisions of this agreement, continue in effect for a term of five (5) years. Following the initial term, either party may terminate this Agreement by giving to the other party written notice of an intention to terminate the Agreement at least 90 days in advance of termination; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions.

B. The Licensee shall have 180 days from the date Electric Utility has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall terminate without further notice to Licensee as to any pole or poles covered by the Permit to which Licensee has not attached its Attachment.

C. If at any time after Licensee has attached its Attachment to Electric Utility's poles, Electric Utility is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Electric Utility's poles immediately after receiving notice from Electric Utility of such circumstance and the Permit covering such poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the pole pending the outcome of the dispute, Licensee may maintain its Attachment without any liability to Electric Utility thereto.

D. Electric Utility may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Licensee fails to comply with any of the provisions of this Agreement and fails within 30 days (or such longer reasonable period if a 30 day cure period is not possible) after written notice from Electric Utility to correct such neglect, refusal, or default.

E. In the event a governmental entity at any time requires Electric Utility to remove 1 or more of its poles, any Permit issued to Licensee for such poles shall automatically terminate as to such poles, in which event Electric Utility shall refund to Licensee any unearned payments made pursuant to this Agreement.

F. Licensee may at any time terminate any right to attach an Attachment to any pole by removing its Attachment from such pole and notifying Electric Utility of such removal. The Permit covering such pole shall terminate upon receipt of such notice by Electric Utility. Licensee may at any time terminate this Agreement by removing all of its Attachments from all of Electric Utility's poles and notifying Electric Utility of such removal.

G. Except as otherwise provided in this Agreement, the Licensee shall have 60 days within which to remove its Attachments from Electric Utility's pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If the Licensee fails to remove its Attachments from Electric Utility's pole or poles within such 60-day period, Electric Utility shall have the right to remove the Licensee's Attachments from said pole or poles, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Electric Utility upon demand for the cost Electric Utility incurred in making such removal. The Licensee shall indemnify and save Electric Utility harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

H. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE XXII - EXISTING CONTRACTS

All existing agreements for Pole attachment license between the parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXIII – LIABILITY

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or to the property of either party, or for injuries to other persons or their property arising out of the joint use of poles under this Agreement, or due to the proximity of the parties' Attachments to such Joint Poles, the liability for such damages as between the parties hereto shall be as follows:

A. Each party shall be responsible for all injuries to persons or damage to property to the extent caused by each party's negligence.

B. Each party shall be responsible for all injuries to its own employees or damage to its own property to the extent caused by each party's negligence.

C. Each party shall be responsible for all injuries to persons and property other than employees of any party hereto to the extent caused by each party's negligence.

D. Where, on account of injuries of the character described in the preceding paragraphs of this ARTICLE XXIII, either party hereto shall make any payments to its injured employee or to his relatives or representatives in conformity with (a) the provision of any Workers' Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to an employee or (b) any plan for employees' disability benefits or employees' death benefits now established or hereafter adopted by the parties hereto, or either of them, such payments shall be construed to be damages or injuries within the terms of the preceding paragraphs numbered A and B and shall be paid by the parties hereto accordingly.

E. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

F. For avoidance of doubt, neither party shall be responsible for damages resulting from the failure or non-conformance with applicable codes of the other party's equipment or facilities.

ARTICLE XXIV – CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement, nor prior drafts of this Agreement, nor the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXV - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ARTICLE XXVI – INSURANCE

A. Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Michigan law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Electric Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

5. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and Electric Utility structures, fencing, or support systems that may be placed on, within, or around Electric Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Agreement, Licensee shall provide to Electric Utility a performance bond in an amount corresponding with the requirements of Appendix C. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Michigan and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Electric Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Electric Utility which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Electric Utility's Poles. This shall include claims for damages to Electric Utility Facilities caused by Licensee, or its contractors and agents.

Electric Utility shall have the right to draw funds from the bond to recover damages to Electric Utility Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Electric Utility to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose. The amount and form of the performance bond applicable to Licensee is based on the requirements provided in Appendix C.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Michigan and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this ARTICLE XXVI with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Licensee will furnish Electric Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Electric Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Electric Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Electric Utility. Licensee shall defend, indemnify and hold harmless Electric Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Electric Utility upon request.

D. Limits. The limits of liability set out in this Article XXVI may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Electric Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Electric Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

G. Additional Insurance. Electric Utility shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this ARTICLE XXVI. In any such event, the additional premium or premiums payable solely as the result of

such additional insurance coverage shall be payable by Electric Utility within thirty (30) days of the Licensee providing proof of such additional premium to Electric Utility and requesting payment therefor.

ARTICLE XXVII- GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to its rules regarding choice of law. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the State Courts within Choose an item. County in the State of Michigan, and the parties expressly waive the right to bring any legal action or claims in any other courts.

ARTICLE XXVIII - SEVERABILITY

The provisions (or parts thereof) of this Agreement shall be severable. In the event that any provision (or part thereof) of this Agreement is determined to be illegal, invalid, or otherwise enforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Agreement.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Electric Utility

By:

Printed Name

Title

Date

Licensee

By:

Printed Name

Title

Date

APPENDIX A – REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLE(S)

Attacher Job # _____ (to be completed by Attacher)
Electric Utility Work Order #: _____ (to be completed by Electric Utility)

SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Attacher)

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

Checklist of Attached Documents (Containing Attacher Job #):

- ☐ Detailed construction plans and drawings
- ☐ Necessary maps, containing the following:
- | | |
|--|---|
| ☐ Poles that we wish to use | ☐ Relocations or replacements of poles |
| ☐ Point of attachment (proposed height) on each pole | ☐ Rearrangements of fixtures and equipment necessary |
| ☐ Number and type of attachments to be placed on each pole (including anchor type and distance from | ☐ Additional poles required |

The included information represents our proposed facilities. Any changes will be submitted to Electric Utility for approval prior to construction. The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Attacher's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Electric Utility)

Response Date		Utility Make Ready Construction Required?		
Name		Total Estimated Cost to Attacher		
Title		(Detailed invoice to be provided)		
Phone		Permit #		
Email				
Request	Approve		If denied, reason	
Response	Deny		for denial:	
Signature:				

APPENDIX B – SPECIFICATION FOR ATTACHMENTS TO POLES

Licensee, when making Attachments to Electric Utility Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III – SPECIFICATIONS.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Electric Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum 40" separation specified in the National Electrical Safety Code ("NESC") Table 235-5(1a) and in drawings and specifications Electric Utility may from time to time furnish Licensee.

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Electric Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor).

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 30" from neutral (May be 12" when exception #16 is adequate)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. Vertical Risers: All risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible), attached to the pole with stand-off brackets. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Electric Utility pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Electric Utility facilities, or the distance specified by Electric Utility, whichever is greater.

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Electric Utility's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Electric Utility pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. No proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Electric Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on an Electric Utility pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Electric Utility poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Electric Utility's pole, in accordance to NESC rule 092C3a. If there is no vertical ground present at the pole, Licensee shall notify Electric Utility and a ground will be added to pole at Electric Utility's expense for attacher to bond to. Electric Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed by an engineer certifying that Licensee's aerial cable design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Electric Utility for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Electric Utility's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Electric Utility.
2. Cable Bonding: Licensee's messenger cable shall be bonded according to NESC rule 092C1 as a minimum, or at every pole with a vertical ground, as determined by Electric Utility. If no ground exists on a pole to be bonded, Licensee shall notify Electric Utility and a ground will be added to pole at Electric Utility's expense for attacher to bond to.
3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
4. Communication Cables: All communications cables/wires not owned by Electric Utility shall be attached within the communications space that is located below the Communication Worker Safety Zone
6. Tagging: On at least every other pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Electric Utility within twelve (12) inches of the pole. The communications tag shall be consistent with communication

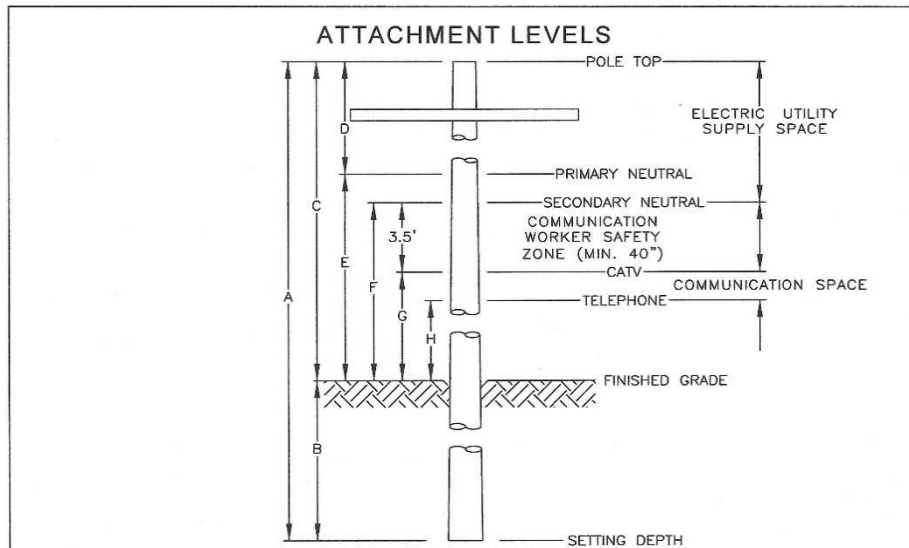
industry standards and shall include at least the following: Licensee name and emergency contact number.

APPENDIX C – PERFORMANCE BONDS

The performance bond requirements applicable to Licensee are listed below. Attachers operating Private Networks that select Option A are exempt from the performance bond requirements.

- Option A. Private or public Attaching Entity operating a Private Network and not providing Communications Services regardless of the number of Attachments installed on Electric Utility Poles. No performance bond required.
- Option B. Attaching Entity providing Communications Services with Attachments installed on Electric Utility Poles. Require a performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater.

APPENDIX D – ELECTRIC UTILITY STANDARD POLE AND SUPPLY SPACE



DIMENSIONS IN FEET							
A	B	C	D	E	F	G	H
POLE LENGTH	SETTING DEPTH IN SOIL	POLE TOP ABOVE GRADE	POLE TOP TO PRIMARY NEUTRAL (NOTE 1)	ATTACHMENT ABOVE GRADE			
				PRIMARY OR COMMON NEUTRAL	SECONDARY NEUTRAL (NOTE 2)	CATV CABLE (NOTE 3)	PHONE CABLE (NOTE 3)
45	6.5	38.5	11.5	27.0	26.5	23.0	22.0
50	7.0	43.0	16.0	ALL POLE SIZES	ALL POLE SIZES	ALL POLE SIZES	ALL POLE SIZES
55	7.5	47.5	20.5				
60	8.0	52.0	25				

1. Primary conductors will not normally be installed on poles under 45 feet long. Refer to pole top assembly drawings for attachment on any specific assembly.

2. Normally, if the size of the secondary neutral conductor is adequate, it will serve as a common neutral for both primary and secondary, and will be attached at the 27 foot level. The 26.5 foot attachment level is to be used only in cases where it is necessary to underbuild the primary circuit with multiplex secondary or service conductors which do not have adequate capacity for the primary neutral.

3. Lines crossing Designated Boat Hauling Routes require 27 foot clearance from finished grade to lowest hanging wire, so if the neutral is at 27 feet then no further attachments are allowed (requires taller poles).

PREFERRED ATTACHMENT LEVELS ON PRIMARY POLES

A104

Date: 11/01/94 Drawn: DAS Rev: 2/12/20 App'd: 1

WIRELESS ADDENDUM

TO

STANDARD POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

CITY OF CHARLEVOIX

AND

DATED:

[Click here to enter a date.](#)

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PREAMBLE

In addition to the terms agreed to in the Standard Pole Attachment License Agreement dated _____, Licensee, when colocating small cell wireless facilities on Electric Utility poles, agrees to adhere to the following non-discriminatory procedures and specifications in accordance with the small wireless communications facilities deployment act.

ARTICLE I – EXPLANATION OF TERMS

- A. “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- B. “Colocate” means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. “Collocation” has a corresponding meaning. Colocate does not include make-ready work or the installation of a new utility pole or new wireless support structure.
- C. “Electric Utility” refers to the signatory organization of this addendum or any contractor or subcontractor working on behalf.
- D. “Licensee” refers to the signatory organization of this addendum or any “wireless provider,” “wireless infrastructure provider,” “wireless services provider” (as defined in the small wireless communications facilities deployment act), or other contractor or subcontractor working on behalf of the Licensee.
- E. “Make-ready work” means work necessary to enable an authority pole or utility pole to support collocation, which may include modification or replacement of utility poles or modification of lines.
- F. “Micro wireless facility” means a small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.
- G. “Rate” means a recurring charge.
- H. “Small cell wireless facility” means a wireless facility that meets both of the following requirements:
 - a) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.
 - b) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- I. “Wireless facility” means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:
 - a) The structure or improvements on, under, or within which the equipment is colocated.
 - b) A wireline backhaul facility.
 - c) Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

ARTICLE II – GENERAL CONDITIONS AND PROCEDURES

- A. The Licensee is responsible for responding to any and all community concerns or complaints related to Antennas, Micro Wireless Facilities, or Small Cell Wireless Facilities, including aesthetic appearance, health concerns due to radio frequency emissions, etc.
- B. The Licensee will independently obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of way and permits necessary for the proposed use of Electric Utility's poles.
- C. The Electric Utility must approve all pole locations selected for antenna placement.

- D. The Electric Utility must approve the design and mounting requirements for all pole-top, and other type Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities.
- E. All Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities to be installed in or above the Communication Worker Safety Zone will be installed by the Electric Utility or a contractor approved by the Electric Utility.
 - a) Electric Utility is not a guarantor of any approved contractors. Electric Utility, whether by making available a list of approved contractors or by other methods, has not made and makes no representations or warranties of any nature, directly or indirectly, express or implied, as to performance of the contractors. Selection of which approved contractor to perform the specified work is the sole decision of the Licensee.
- F. If Licensee is required to relocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities colocated on an Electric Utility pole, it shall do so in accordance with the nondiscriminatory terms set by the Electric Utility.
- G. Notwithstanding any conditions herein, equipment must be installed in accordance with the National Electrical Safety Code and the Electric Utility's construction standards.

ARTICLE III – RADIO FREQUENCY

- A. Where required, two radio frequency (RF) warning signs must be installed. One RF warning sign must be placed at eye level, a second sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the Electric Utility's name, contact number, and the approach distance of the Antenna.
- B. The Licensee must provide the Electric Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels.

ARTICLE IV – ESTABLISHING ATTACHMENT TO POLES

- A. Licensees seeking to attach pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must follow the procedure delineated in Article IV of the underlying Standard Pole Attachment License Agreement and must provide the Electric Utility with the following:
 - a) Permit form, including associated maps, drawing and other requested information, as provided in Appendix A of the underlying Pole Attachment License Agreement;
 - b) Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment.
- B. Poles selected for pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must meet the following criteria:
 - a) Proposed pole-top locations must have adequate pole space and not exceed the pole's maximum loading.
 - b) Only one attachment will be allowed on a pole-top;
 - c) Must be a tangent pole;
 - d) Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);
 - e) Pole must be readily accessible by bucket truck;
 - f) Minimum of a class 3 pole;
 - g) Attachment must be a minimum of 5 feet above the highest electric attachment;
 - i) Pole extensions are not permitted;
 - h) A new ground rod is required at all pole-top attachment locations.
- C. Riser cables and grounds must be installed in a minimum of Schedule 40 conduit not larger than 2 inches.
- D. All Antenna, Micro Wireless Facility, or Small Cell Wireless Facility power sources must have a lockable disconnect installed, to allow for the power source and any back-up power sources to be disconnected. The Licensee must provide the Electric Utility with access to the disconnect by providing keys or combination to the lock. Disconnect and/or meter boxes must be installed according to Electric Utility's standards.

- E. Licensees seeking to attach to Electric Utility-owned streetlight poles must conform to the following conditions:
 - a) All Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.
 - b) Antennas, Micro Wireless Facilities and Small cell wireless facilities to be installed on a decorative streetlight must match the aesthetics of the existing Electric Utility pole and must be analyzed and documented by Licensee to not negatively affect the structural integrity of the streetlight or pole.

ARTICLE V – FEES AND CHARGES

- A. Licensee is solely responsible for all costs associated with Make-Ready Work needed to bring the pole into compliance, including the cost of the pole-loading analysis and other required engineering. A good-faith estimate established by Electric Utility for any make-ready work shall include pole replacement if necessary. All make-ready costs shall be based on actual costs, with detailed documentation provided.
- B. All fees, charges and Annual Rental will be administered in accordance with Article XIII of the Standard Pole Attachment License Agreement, except for the following:
 - a) The Rate to Colocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on the Electric Utility's pole is \$50 per pole annually. Every 5 years after the effective date of the small wireless communications facilities deployment act (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.
 - b) The fee to process requests by Licensee to Colocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on Electric Utility poles is \$100 per pole. There will be an additional fee of \$100.00 per pole for processing the request, if a modification or maintenance of the colocation requires an engineering analysis. Every 5 years after the effective date of the small wireless communications facilities deployment act (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Electric Utility

By:

Printed Name

Title

Date

Licensee

By:

Printed Name

Title

Date

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing: Fireworks Ordinance

DATE: May 18, 2020

PRESENTED BY: Gerard Doan, Police Chief

BACKGROUND:

Enclosed is a proposed draft ordinance pending further review from our City Attorney addressing the City's Fireworks ordinance. The proposal would have the ordinance consistent with the current Michigan Fireworks Safety Act of 2011 (Public Act 256). The proposed ordinance outlines days and times fireworks may be used within the City and also includes rules and regulations adopted by the State.

RECOMMENDATION:

Motion to set a Public Hearing to consider Fireworks Ordinance 819 of 2020 on June 1, 2020 at 6:00 p.m. at City Hall or remotely via Zoom.

ATTACHMENTS:

- ▣ Ordinance

CITY OF CHARLEVOIX
ORDINANCE NO. 819 of 2020

AN ORDINANCE TO AMEND TITLE IX, CHAPTER 94, SECTION 94.22 FIREWORKS OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title IX, Chapter 94, Section 94.22 of the City of Charlevoix Code is hereby repealed in its entirety and replaced with the following:

- (A) *Purpose.* The purpose of this ordinance is to regulate the ignition, discharge, and use of consumer fireworks within the city boundaries in accordance with the Michigan Fireworks Safety Act, Public Act No. 256 of 2011, as amended.

Chapter 94, Parks and Recreation, is hereby amended to modify Section 94.22 to read as follows:

- (B) *Definitions and adoption by reference.* As used in this section, the following words and phrases have the meanings indicated:

Act means the Michigan Fireworks Safety Act, Public Act No. 256 of 2011, MCL 28.451 to 28.471, as amended, which is hereby adopted by reference as a part of this ordinance.

Articles pyrotechnic, as defined in the Act, means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction.

Consumer fireworks, as defined in the Act, means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission and that are in compliance with the construction, chemical composition, labeling and other requirements in the Act. Novelties and low-impact fireworks as defined in the Act are not consumer fireworks.

Display fireworks, as defined in the Act, means large firework devices that are explosive materials intended for use in fireworks, displays and designed to produce visible or audible effects by combustion, deflagration, or detonation.

Fireworks, as defined in the Act, means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation, and consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

Low-impact fireworks, as defined in the Act, means ground and handheld sparkling devices.

Minor is an individual who is less than 18 years of age.

Novelties, as defined in the Act, means all of the following:

- (a) Toy plastic or paper caps for toy pistols in sheets, strips, roll, or individual caps containing no more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.
- (b) Toy pistols, toy canons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
- (c) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.
- (d) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

Special effects, as defined in the Act, means a combination of chemical elements or chemical compounds capable of burning, independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

- (C) *Prohibited ignition, discharge, and use.* Consumer fireworks shall not be ignited, discharged or used in the city except in the following situations:

- (1) Consumer fireworks may be ignited, discharged or used on the following dates and times:
 - (a) December 31 until 1 a.m. on January 1.
 - (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
 - (c) June 29 to July 4 until 11:45 p.m. on each of those days.
 - (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.

- (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (2) The penalty for a violation under subsection (1) shall be a civil fine of \$1,000.00 for each violation of the ordinance. A minimum of \$500.00 of the fine collected under subsection (1) shall be remitted to the City of Charlevoix.
- (3) Consumer fireworks shall not be ignited, discharged, or used on public, school, church, or private property of another person without the express written permission from the person or entity legally in possession and control of that property.
- (D) *Minors.* A minor shall not possess, use, discharge, or ignite any consumer fireworks at any time *unless supervised by a parent or legal guardian.*
- (E) *Under the Influence.* An individual shall not discharge, ignite, or use consumer fireworks or low impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and controlled substance.
- (F) *Unmanned free-floating devices.* Any unmanned free-floating device (sky lanterns) which requires fire underneath to propel it and is not moored to the ground while aloft, have an uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited.
- (G) *Novelties; inapplicability of ordinance.* This ordinance does not apply to novelties. Nothing in this ordinance regulates the sale, storage, display for sale, transportation, use, or distribution of novelties.
- (H) *Zoning Ordinances.* Any person selling, distributing or transporting fireworks shall otherwise comply with the Act, and is required to comply with the zoning ordinances of the city, including obtaining necessary approvals hereunder. Failure to obtain necessary zoning approvals is subject to penalty as provided in the zoning ordinances of the city.
- (I) *Imminent dangers.* Notwithstanding the Act, no person shall use, discharge, or ignite fireworks thereby creating or causing an imminent danger or threat to the public health, safety, or welfare, and such fireworks being used, ignited or discharged may be immediately seized.
- (J) *Seizure.* All fireworks possessed, used, discharged, and/or ignited in violation of the Act and/or this section are subject to seizure. Any costs incurred by the city to seize and store the fireworks shall be paid by the responsible party.

The sanction/penalty for a violation of Section 94.22 is deemed a municipal civil infraction, punishable by a civil fine of not more than \$1,000.00 for subsection (1), and \$500.00 for all other sections in this ordinance, plus costs, damages, and expenses and any other relief allowed under law.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

Ordinance No. 819 was adopted on the 1st day of June, 2020 A.D., by the Charlevoix City Council as follows:

Motion by:

Seconded by:

Yeas:

Nays:

Absent:

State of Michigan
City of Charlevoix

} §

Joyce M. Golding

Clerk

Luther Kurtz

Mayor

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Spring/Fall 2020 Refuse Collection Bid

DATE: May 18, 2020

PRESENTED BY: Patrick M. Elliott, Public Works Superintendent

BACKGROUND:

We routinely bid out various types of solid waste collection. The last time we bid these services, American Waste declined to bid on the residential large-item collection we had provided for many years.

In late April staff drafted a bid specification for a spring and fall large item refuse collection. This service would be a curbside pick up and would be limited to two cubic yards per household.

On May 11, 2020 we opened two sealed bids for this service from American Waste and Little Traverse Disposal. As you can see, the bids are very close in overall cost per cubic yard and per hour per truck. For informational purposes, the "fuel surcharge" that Little Traverse Disposal references equates out to be about \$1.00 per cubic yard. Staff has worked with both companies in the past and feel confident that either one could provide this service as specified.

The main difference between the two bids is the timing for the proposed pick up dates. American Waste is proposing a later spring pick up (June 13, 2020 vs June 1, 2020) and an earlier fall pick up date (August 29, 2020 vs September 14, 2020). Since we are looking at a twice per year pick-up, it seems spacing these out as much as possible would be valuable.

RECOMMENDATION:

Council discussion and direction.

ATTACHMENTS:

- ❑ Refuse pick up bid tab



CITY OF CHARLEVOIX

Refuse Collection

Bid Opening at City Hall (remote via Zoom)

May 11, 2020 – 2:00pm

Bidder Name	Comments
American Waste Elmira, MI	\$220 per hr per truck \$6 each tire disposal \$26 per cubic yard disposal
Little Traverse Disposal Harbor Springs, MI	\$235 per hr per truck \$175 per hr per truck w/City workers \$5 each tire disposal \$27 per cubic yard disposal plus fuel surcharge

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Summer Staff Reductions

DATE: May 18, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The onset of COVID-19, stay home orders, and reduction of non-essential services meant that in late March and much of April, we delayed the return of seasonal staff who would normally begin spring maintenance activities and preparations for summer. To date, our seasonal payroll is reduced more than \$10,000 over last year in the same period. Going forward, as we would normally continue ramping up seasonal hiring, I recommend we trim this back in part because we will likely have reduced use of some assets like our Marina which has already been delayed in opening. Furthermore, I expect state revenue sharing to decline though this is not our largest source of operating revenue. Nonetheless, the revenue picture going forward is uncertain and there are some areas where I expect our costs will increase to respond to the need for PPE and other items.

As such, I've asked staff to look ahead and reduce the number of staff we would routinely hire but this also means we will not be able to do some of tasks business as usual.

Here is a description:

Cemetery operations: We will be reducing this staff by one person. The plan is to have most all operations completed by a two person crew and supplement that crew, as needed, with the mowing crew that takes care of the parks etc. If we see a higher than normal amount of deaths/burials we will have the full time crew members dig the graves and assist the Sexton with the burials. Possible effects, if we see more rainfall than usual, is that we could get behind in general mowing and weed whipping. Depending on the amount and severity of summer storms with the associated tree damage, this could also put us behind in the general upkeep in those areas.

Parks/General DPW operations: We will be reducing this staff by four people. Two of these employees were in the "catch all" crew last year. The catch all crew, in the past, would complete tasks like woodbark trails, cut up fallen trees around Mt. McSaubia, collect garbage, pick up grass clippings, etc. Basically this crew would be sent out to complete all of the misc items that come up from day to day. By having a crew like this it gave us the flexibility to respond very quickly to the random items that would come up from day to day. We will also be reducing the downtown detail crew by two people. This crew would basically focus on doing the little detail items in the downtown area like keeping Hoopskirt and Van Pelt alleys clean, sweeping out the corners of the steps and parking lots, weeding, picking the cigarette butts out of the trash can tops etc. We will still have two people completing this type of work so this detail work will not be completely eliminated.

Listed out below are some very specific work items that will be directly effected by reduced staff levels.

1. Brush and yard waste pick up may not be completed as frequently. Typically just prior to any holiday or big event weekend we would put almost the entire staff out collecting these items to have the entire town cleaned up by Friday. This will be much more challenging, if not impossible with a reduced staff.
2. General detail work in the downtown area like washing the sidewalks, sweeping the corners of the parking lots and steps, weeding, cleaning the alleyways, walking the parks, sidewalks, and channel to pick

up litter etc. We will still have some support here but not at the levels in past years.

3. General response time to unplanned projects that come up on a daily basis. These could be things like picking up a dead deer within 15 minutes of being notified of it. Cutting up a tree that fell across a path at Mt. McSaub. Repairing a dock fender that broke off. Re locating trash cans for specific needs, or misc. projects that get brought to Councils attention, the City Manager or DPW Superintendent. Installing gator bags on trees planted the previous year, and keeping them full of water will also be a challenge. Cleaning off graffiti etc.

4. Other items that will happen on a less frequent basis would be things like sidewalk edging, weed whipping the North channel, cleaning out the tree grates, washing park benches and picnic tables, cleaning out the grills at the beaches, washing down the pavilions at the beaches.

Altogether, we believe this would save roughly \$40,000-50,000. Additionally, we expect savings related to the Venetian Festival cancellation would lead to \$20,000 in further savings.

Beyond these areas, we are looking to reduce one position at the golf course and modify staffing at the marina to pull folks on and off depending on weather and anticipated boat traffic rather than consistently staffing it.

I believe this crisis will cause us financial uncertainty though I do not believe we need to treat this as an all-out panic. The reality is that some reduced crowds and reduced events will also save us some costs

RECOMMENDATION:

Motion to authorize the City Manager to reduce seasonal and part-time staff and services as needed in the 2020-2021 Budget to conserve resources and respond to evolving health conditions.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Marina Commercial Dockage RFP

DATE: May 18, 2020

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

Because of the current Covid-19 conditions, we have already experienced a number of changes to operations of our City Marina for the 2020 season. Attached is a detailed list of changes that we are anticipating for both the building operations and the operations on the docks in regards to both our patrons and dockhands. As with all operations, as we are planning for our reopening in the coming weeks, safety to staff and patrons is our highest priority. We will adjust operations as needed in accordance with executive orders, guidance from the health department, DNR, and recommendations from industry groups such as the Association of Marinas Industries.

Currently, Executive Order 2020-77 allows for charter boating activities with a number of restrictions. Attached is a copy of that section as published by Michigan DNR on May 7, 2020.

Prior to the current situation, the City published a request for proposal for Commercial Dockage that was due on March 18, 2020 and we received two responses. The first proposal is from our current vendor, Captain John Kalbfell of Little Traverse Charters LLC and the second from Captain Kent Seymour of Whitecap Charters.

Both submitted proposals for charter services which are intended to cater to primarily the tourist industry. Little Traverse Charters proposes to offer charters "typically booked by parties from out of the area and from different states". They will "include full day, half day, sunset and dinner cruises and extended pleasure cruises to many of the ports of northern Michigan". Whitecap Charters "bring in people from all over the State of Michigan, Country and World". They state, "visitors love the pristine waters and outstanding fish that Northern Michigan offers".

We anticipate that which ever candidate that is selected will need to make some operational changes in 2020 to address the current Covid-19 State of Emergency.

RECOMMENDATION:

Motion to award *Charter Name* the Commercial Dockage and authorize the City Manager to move forward with signing a Boat Docking agreement with the selected vendor.

ATTACHMENTS:

- ❑ Marina Operational Changes
- ❑ Charter Fishing Regulations DNR
- ❑ Commercial Dock RFP
- ❑ Blank RFP Scoresheet

- ▣ Commercial Dock Projected Revenue
- ▣ Little Traverse Charters Proposal
- ▣ Whitecap Charters Proposal

Anticipated Operations Changes at Charlevoix City Marina

Summer 2020

Anticipated opening date is May 29th. This is assuming that the Stay at Home orders in Executive Order 2020-77 is lifted. Reopening the marina safely and within guidelines from the state, the Health Department, CDC, and the community will be our priority. We anticipate some reduction of service. This will provide some idea of those changes. This document will be regularly updated as guidance changes.

- **Staffing**
 - Initial staffing for opening will be the Harbor Master and the Recreation Director.
 - Seasonal Staff will be brought back slowly based on usage and demands. Returning seasonal staff will be dictated by activity at the marina.
 - Staff will be given PPE including gloves, mask, and hand sanitizer.
- **Harbor Master Building**
 - Will be operating on a reduced capacity for staff and visitors
 - Staff will be required to complete a daily wellness check per health department business requirements before each shift.
 - Staffing at the counter will be limited to two staff.
 - Staff will be required to wear mask in the building.
 - The lobby desk will be limited to one patron at a time. Boaters will be encouraged to make inquiries to the office by phone when possible.
 - Restroom capacity will be slightly altered with spacing between sinks limited to 2 of 4 sinks. We anticipate limiting the number of users in the restrooms to not exceed a set number. (We will review this with the Health Department but anticipate that this would be no more than 6 people at one time).
 - The lobby services will be limited.
 - No TV/social area
 - No Kitchen Services
 - Laundry Services will be allowed
 - Cleaning of workstation after each employee arrives and before they leave.
 - Building may be closed for additional cleanings throughout the day/week.
 - Building will be fully sanitized two times a week.
 - We have installed a plexiglass barrier between staff and the customers.
- **Harbor Dockage Changes** may include
 - Capacity being reduced. We anticipate that slips will be limited to dock side only with no rafting between the boats (to ensure social distancing).
 - Limiting crowds from gathering on the docks based on current executive orders
 - Dockhands maintaining a 6ft. distance when possible
 - Required face coverings for dockhands
 - Requiring dockhands to wash/sanitize hands after each docking.

While the Venetian festival has been canceled, we have decided that in fairness, we will issue those slips in the same manner as past years. Applications will be submitted on July 1st at 8:00 AM

Updated May 14, 2020

Charter fishing and guide operations

Under provisions detailed in [Executive Order 2020-77](#), charter and fishing guide operations that involve boats, canoes and other marine vessels may resume activities on May 7, 2020, provided they:

1. Prohibit gatherings of any size in which people cannot maintain six feet of distance from one another.
2. Limit in-person interaction with clients and patrons to the maximum extent possible, and bar any such interaction in which people cannot maintain six feet of distance from one another.
3. Provide personal protective equipment such as gloves, goggles, face shields, and face masks as appropriate for the activity being performed.
4. Adopt protocols to limit the sharing of tools and equipment to the maximum extent possible and to ensure frequent and thorough cleaning of tools, equipment, and frequently touched surfaces.

In addition to the DNR Law Enforcement Division, Michigan State Police and local law enforcement agencies have full authority to enforce the provisions of this order.



CHARLEVOIX

Request for Proposal Commercial Dock at the Charlevoix City Marina

The City of Charlevoix is excited to accepting sealed proposals to lease a commercial dock space in the Charlevoix City Marina for a three (3) year period. There is only one (1) slip available. All proposals must be from a commercial charter service and are required to use the dock space for commercial purposes at least seventy-five (75) days per year. The City of Charlevoix is looking for creative charter services to attract and cater to the tourist industry.

The City will receive sealed proposals in the office of the City Clerk, 210 State Street, Charlevoix, Michigan 49720. Proposals must be received by 3pm on Wednesday March 18, 2020. All proposals shall be marked **"Charlevoix Commercial Boat Slip"** on the outside of the envelope. E-mailed or faxed proposals will not be accepted.

The complete RFP may be obtained at the City Manager's office or viewed on the City's website at www.charlevoixmi.gov. This Request for Proposal may be canceled at the discretion of the City Manager. Small businesses and minority-owned businesses are specifically invited to submit proposals.

The City of Charlevoix reserves the right to reject any and all proposals, to waive any informality in the RFP process, and to make the award to the supplier providing the proposal that, as determined by the City, best meets the City's needs.

Kent Knorr, Recreation Director

Request for Proposal
Commercial Dock

PURPOSE

The City of Charlevoix ("City") is accepting proposals for the use of a commercial dock space in the Charlevoix City Marina. Charlevoix has one (1) commercial slip available. The lease will be for a three (3) year period from May 1, 2020 and expiring October 31, 2022. Each proposal must clearly identify the intended use and the amount of space needed for operations. The proposal shall be for seasonal full-time service (i.e., June through August), for commercial tourism and charter operations to be based out of Charlevoix and available for daily cruises/charters out of Round Lake.

SUBMITAL DEADLINE

Deadline for submittal of proposals is 3pm on March 18, 2020. Proposals should be submitted to the Charlevoix City Clerk, 210 State Street, Charlevoix, Michigan 49720. All proposals shall be marked "**Charlevoix Commercial Boat Slip**" on the outside of the envelope. E-mailed or faxed proposals will not be accepted.

RFP REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. All proposals must include the following information:

- The applicant must provide information regarding vessel name, type of boat, and size.
- The applicant must provide references and additional materials required by the RFP instructions.
- If a second boat is docked at the slip, an additional fee will be charged.
- The commercial operation shall be open and dock space used at least seventy-five (75) days a year.
- The commercial operation shall not affect the boating public's use of the facility.

- The expansion of a viable commercial operation is important to the City of Charlevoix. The commercial operation will be responsible for tracking and reporting monthly attendance and usage numbers to the City.
- If clarification is required, submit questions by e-mail to Kent Knorr, Recreation Director at Kentk@charlevoixmi.gov prior to the due date. Please allow two business days for responses. Questions submitted after the due date will not be answered.

SITE INFORMATION

Constantly recognized as one of the most popular and desirable Marinas in the state of Michigan, The City of Charlevoix is excited to develop a business agreement with a charter boat service that intends to benefit and attract tourist to the City and the Marina. Pleasantly located on Round Lake, the Marina sets strategically between Lake Michigan and Lake Charlevoix.

The dock is in the Charlevoix City Marina, 100 East Clinton Street. The dock location will be designated by the City.

Power and water are available.

All applicants are encouraged to visit the site prior to submitting a proposal.

The ticket kiosk is not included as a part of the commercial dock lease.

Commercial operations shall not affect the boating public's use of the facility.

REQUIREMENTS FROM LESSEE

If your proposal is accepted, the following will be due upon issuance of boat lease.

Insurance – Lessee shall maintain a public liability insurance which list the City of Charlevoix as an additional named insured. Lessee's policy of insurance must be for one million dollars (\$1,000,000) for personal injury or death and one million dollars (\$1,000,000) for property damage. Successful lessee will be required to provide a Certificate of Insurance on or before execution of the lease.

Compliance with law/licenses - All activities authorized under this lease shall be conducted in

compliance with all applicable federal, state and local laws, regulations, and orders of governmental authorities having jurisdiction of all applicable licenses and permits. A U. S. Coast Guard inspection certificate required.

The Lessee must comply with the State of Michigan requirements for charter boat operations.

All signage shall adhere to the City of Charlevoix's City Code and zoning regulations.

The lease does not convey any interest in the property. The lease authorizes the use of the property by the Lessee only for the authorized activities, dockage of a commercial vessel, and is subject to the conditions set forth by the City of Charlevoix. Commercial operations shall not affect the boating public's use of the facility.

The Lessee is responsible for properly securing their vessel.

The City of Charlevoix is not responsible for loss, damage, theft or pilferage.

The Lessee shall be liable for damage to any City-owned property resulting from this commercial service. Damages resulting from the commercial service shall be repaired or replaced by the Lessee at his expense and to the satisfaction of the City of Charlevoix. The Lessee shall advise the City, in writing, of any additional repairs needed to the City Marina.

Lessee shall also be responsible for welding any necessary cleats and/or bollards on the docks, after obtaining prior written approval by the City, for the installation of these items.

Violation of lease conditions will result in lease cancellation and may disqualify the Lessee from receiving a permit or lease from the City of Charlevoix for five years. Should circumstances warrant, the lease may be modified or suspended in writing by the City of Charlevoix to protect resources, health safety and the environment, or if the City Manager determines it is in the best interest of the City to do so.

Lessee will be required to provide a monthly and annual record report of the number of passengers utilizing the charter services.

PROPOSAL EVALUATION

The City will review the proposals and the qualifications as submitted in the RFP process. The City will determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Charlevoix City Council regarding the award.

PROPOSALS

Proposals should be prepared providing straightforward, concise descriptions of the applicants' capabilities to satisfy the requirements of the request.

Applicants must designate and establish one vessel to moor at an agreed upon space at the Marina. The applicant will not moor another vessel in the same dock space designated for any amount of time unless that vessel is a for short term replacement being used to provide a commercial charter service in place of the designated vessel. Please provide the name of the vessel to be designated and the details of the boat (size, make of vessel, any historical significance, etc.).

Tenant improvement -- List any and all desired improvements in the RFP; include items such as storage lockers, seating, power, water, security, point of ticket sale, etc. It is to be understood that any modifications or improvements desired by the Lessee shall be installed at the sole expense of the Lessee and requires advance written approval from the City of Charlevoix. All improvements shall become the property of the City of Charlevoix upon completion of installation, provided that the Lessee shall be entitled to utilize the modifications and improvements in accordance with this Lease while this Lease is in effect. Any improvements that are deemed a liability for the City upon completion of a lease will be required to be removed at the term of the Lease.

The City will evaluate and consider all proposals submitted.

All proposals will be evaluated based on point values where indicated below.

EVALUATION

Tourism: Charlevoix is a destination place for both locals and tourists to visit for a day, a week, or more. Please provide information regarding services you plan to offer and how your business will bring new visitors to Charlevoix. **[25 points]**

Community: It is understood that any tour boat company operating out of the Marina is a for-profit business. But, like any business in Charlevoix, they are part of the community. Please list any and all community contributions and/or partnerships that your company has been able to offer service groups, associations, agencies or likewise. **[15 points]**

Accident and safety procedures. Given the situation and potential hazards on the water, it's highly possible that docking accidents may happen. Please provide your accident and safety

procedures. In the event of an accident, please describe how damages caused by your vessel to the dock will be handled. [10 points]

- The dock is a public dock; the City will be responsible for routine maintenance and repairs of the dock. The dock must always remain accessible to the public and other vessels that utilize the adjacent unassigned space.
- If the commercial operation is proposing to rent out a boat, customers are to be provided safety information and training on the operation of the boat.

Business experience: How long has this organization been in business; descriptions of businesses, numbers of employees. Please list at least three (3) references to support, document or verify your performance in providing vessel services and/or operating a business. Include name, business name, address, phone number, fax number and nature of your relationship. [20 points]

- Client references. Provide information about similar clients for whom you currently provide commercial boat services.
- Business or financial references. Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both Client References and Business References.

Compensation: The City of Charlevoix views the commercial dock as a partnership; the compensation the City receives from the commercial boat company is important, but it is only a part of the whole package. Please detail the moorage fees to be paid to the City; this shall be a minimum of \$150.00 per foot of vessel for the season. Proposed compensation may include creative revenue shares with the City such as a per passenger payment to the City.

Please present detailed information on the firm's proposed fee schedule for specifications proposed and any variation for non-routine services, inclusive of Michigan State sales tax and any other applicable governmental charges. [30 points]

SELECTION

Upon completion of interviews the successful proposal will be required to sign contracts, submit business licenses and insurance requirements.

Lease will be awarded for a three-year term.

The successful proposal will be expected to abide by all City of Charlevoix Ordinances, Park rules, business license requirements, Public Health food service requirements and Michigan State Liquor Control Board requirements and US Coast Guard rules and regulations.

The successful Lessee understands and agrees that the City of Charlevoix will only grant space by the lease. A lease will not be a contract, it will only confer permission to occupy and use the premises for described purposes. A successful lease's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon. The City will only grant successful lessees an individual, revocable and non-transferable privilege to use the premises for the concession granted.

The City of Charlevoix reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept the proposal deemed to be in the best interest of the City of Charlevoix.



CHARLEVOIX

Commercial Dock Proposal Form

Company Name	
--------------	--

Mailing Address	
City, State, Zip Code	

Contact Person	
Phone Number	
Email Address	

Name of Vessel	
Type of Boat	
Length of Boat	
Width of Boat	
Draft of Boat	

Additional information to be included:

Overview

- Provide information on the proposed commercial services including type of vessel and specific opportunities offered to clients.
- Will your business be competing with any existing Charlevoix businesses? If so, please explain.

Tourism

- Provide information on what services you plan to offer and how your business aligns with promoting tourism
- Proposed operation dates and daily schedule
- Provide marketing and promotional materials.

Business Experience

- Submit materials on the company's business activities for the past three (3) years. (i.e., number of passengers, types of cruises, brochures, etc.)
- Outline of business experience and provide three (3) business references and client references

Community

- List community contributions and/or partnerships that you will be offering.

Accident and safety procedures

- Include examples of accident and safety procedures.
- Outline of staff training.
- Copy of US Coast Guard Inspection Certificate.
- Proof of Insurance or ability to obtain required insurance.

Compensation to City

- Detailed Information on proposed fee payment schedule.
- Provide a list of desired tenant improvements (i.e., storage lockers, seating, security, etc.). All improvements will need the prior written consent of the City of Charlevoix and will be completed at the expense of the lessee.
- Include additional information pertinent information about your business.

SCORE SHEET

Overview

- Provide information on the proposed commercial services including type of vessel and specific opportunities offered to clients.
- Will your business be competing with any existing Charlevoix businesses? If so, please explain.

Tourism 25 Points

- Provide information on what services you plan to offer and how your business aligns with promoting tourism. **Up to 15** Score_____
 - Proposed operation dates and daily schedule. **Up to 5** Score_____
 - Provide marketing and promotional materials. **Up to 5** Score_____
- Total Score**_____

Business Experience 20 Points

- Submit materials on the company's business activities for the past three (3) years. (i.e., number of passengers, types of cruises, brochures, etc.) **Up to 10** Score_____
 - Outline of business experience and provide three (3) business references and client references **Up to 10** Score_____
- Total Score**_____

Community 15 Points

- List community contributions and/or partnerships that you will be offering
Score_____
- Total Score**_____

Accident and safety procedures 10 Points

- Include examples of accident and safety procedures
Score_____
 - Copy of US Coast Guard Inspection Certificate
Yes/No
 - Proof of Insurance or ability to obtain required insurance
Yes/No
- Score_____
- Total Score**_____

Compensation to City 30 points

- Detailed Information on proposed fee payment schedule
- \$150 per foot 20 point
- Above Score_____

Total Score_____

Grand Total _____



CITY OF CHARLEVOIX

Commercial Dock

Bid Opening at City Hall

March 18, 2020 – 3:00pm

Bidder Name	Comments
Little Traverse Charters, LLC Charlevoix, MI	\$6,150
Whitecap Charters Charlevoix, MI	\$4,650



CHARLEVOIX

Commercial Dock Proposal Form

Company Name	Little Traverse Charters, LLC
--------------	-------------------------------

Mailing Address	133 C&O Club Drive
City, State, Zip	Charlevoix, MI 49720
Code	

Contact Person	CAPTAIN JOHN KALBFELL
Phone Number	231-487-2650
Email Address	littletraversecharters@gmail.com

Name of Vessel	Open Wide
Type of Boat	Sea Ray 410 Sundancer
Length of Boat	41'
Width of Boat	13'8"
Draft of Boat	4'

Additional information to be included:

Bid for Commercial Boat Slip Charlevoix City Marina

Applicant: Captain John Kalbfell
Owner and Operator of Little Traverse Charters, LLC

Please find enclosed documentation for the proposal and bid for the commercial dock for the three year period outlined in the RFP from Little Traverse Charters, LLC

Proposed Commercial Service:

Little Traverse Charters, LLC (LTC) is private charter boat (see Certification of Documentation and registration for name and description of charter vessel) available for private charters from mid May to early October making it available for charter over 120 days. Charters are typically booked by parties from out of the area and from different states. They include full day, half day, sunset and dinner cruises and extended pleasure cruises to many of the ports of Northern Michigan. This service fills the gap between the larger charter boats, sailing charters and the numerous fishing charters.

Insurance:

A copy of the current marine insurance policy effective from 12/11/2019 to 12/11/2020 is included for review. In addition to the required personal injury and property damage of \$1,000,000 the City of Charlevoix is listed as an "additional insured" for the same coverage. Additional riders include Captain's Liability Coverage, Daily Charter Coverage and Coverage for Hired Crew

Compliance Laws/Licenses:

Included in the application are the following:

Certificate of Inspection from the Michigan Department of Natural Resources Law Enforcement Division that the charter vessel "Open Wide" has been inspected and approved for use as a vessel to carry passengers for hire on the waters of the State of Michigan. This certificate expires 05/23/2021

Certificate of Documentation from the USCG stating the name of the vessel, description of said vessel, and ownership. This certificate is renewed yearly and is current through 10/31/2020

Copy of the Captain's and Master's license for John Kalbfell issued by the USCG National Maritime Center valid through 04/16/2023

Tourism:

As previously stated, the majority of charter passengers in the last three years of operation have been from out of the area or out of state. LTC offers a unique way for visitors to see and explore the beauty of the City of Charlevoix and surrounding waters. LTC currently has a web site promoting it's services and attractions of the local area. Social media such as Instagram are used to post pictures and comments from clients that have chartered with LTC. A Google voice system allows prospective clients to contact LTC and make reservations for charters. Rack cards are distributed to most of the local businesses and marinas not only in Charlevoix but to Boyne City, Bay Harbor, Petoskey, Harbor Springs, Elk Rapids and Traverse City. Posters advertising LTC are available to businesses that will accept them. Surprisingly, one of the more productive source of advertising for charters is the simple hand painted sandwich board at the head of the dock which directs interested parties to the dock and slip where Open Wide is located. Numerous charters were booked by people strolling the parks and docks of the marina.

Community:

We, the owners of LTC, have been property owners in the City of Charlevoix for over 28 years. Although initially it was a seasonal home, we became active in the community. We donated to the Charlevoix Area Hospital as Bridge Builders. Volunteered yearly planting petunias in the spring and both of our children were regular campers at Mount McSaub. Both of us are Venetian Festival volunteers and have raised tens of thousands of dollars for the Venetian Festival through our contacts with boaters in the harbor. We have partnered with both the Venetian Festival and Boyne Thunder as a committee boat to raise money for Camp Quality. We are members of the local Elks Club, Charlevoix Chamber of Commerce, serve as a Charlevoix Hospital Foundation Board Member and I have submitted an application with the city to be a ZBA alternative member.

Accident/Safety

Safety is the number one priority in boating whether it be recreational or commercial boating. The following list of safety procedures are included in this application.

- 1) Emergency Procedure List
- 2) Vessel Safety Checklist
- 3) USCG Report of Marine Casualty

These are in addition to fire suppression systems, MOB drills and equipment, first aid kits, CPR, location of life vests, and First Aid certificates as required for certification and licensing by both the USCG and DNR.

A detailed description of all safety procedures would be too lengthy for this application, but all required USCG procedures will be adhered to by both the charter Captain and crew. If an medical emergency should arise, both 911 (via cell phone) and the local sector Coast Guard (via VHF radio) will be immediately contacted. Description of the injury or illness will be relayed to both parties. Location of the charter vessel will described and in coordination with both EMS and the Coast Guard the charter vessel will port at the nearest access point

for EMS care. Also, if necessary the Charlevoix bridge operator would be contacted via VHF radio for an unscheduled or emergency bridge opening which is accorded to all vessels of commercial classification.

If for some reason damage to the city docks should occur by the subject charter vessel the Captain will immediately notify the Charlevoix Harbor Master, Charlevoix City Manager's office and the indemnifying insurance company. Photos of the damage and an accident report will be filed with both the insurance company and the Charlevoix City Police/Manager's office. Repairs, depending on the nature of damage may require an estimate by a marine contractor and any deductibles will be paid by the charter company. If damages to either the dock or the charter vessel exceed \$75,000 the USCG sector Commander will be notified and a USCG Report of Marine Casualty filed with the sector.

Business Experience:

Successfully owned and operated a large dental practice for over 39 years. Started and continue to operate a private charter company for the past four years that has grown each year in popularity and profitability. Most small businesses face start up challenges but past experience helped in navigating the myriad of regulatory agencies such as Homeland Security, CoastGuard, Michigan DNR, and local government to obtain licenses and inspections necessary to begin operation.

Little Traverse Charters business model provides exclusive boat charters that are booked directly by clients through the website, phone contact or referral. Currently, LTC operates a single 41 ft. power boat and has two part time employees. Numerous local businesses are used in support of LTC including boat maintenance and repair, cleaning, fueling, and referral to area restaurants depending on client preference.

Business References:

Shay Arnold, Boat Works of Charlevoix 05815 Loeb Rd. Char, MI 49720 Ph: 231.547.2287
Email: boatworkschx@gmail.com

Harry Golski, PLC 203 Mason St Charlevoix, MI 49720 Ph: 231.547.0099 Email:
hgolski@cvxlaw.com

Global Marine Insurance Agency, 12935 S. West Bay Shore Dr. Suite 205 Traverse City, MI 49684 Ph: 800.748.0224 Email: sales@globalmarineinsurance.com

Client References:

Dan Barron, Attorney and President of Charlevoix Venetian Festival. 309 Petoskey Ave. Charlevoix, MI 49720 Ph: 231.547.9950 Email: info@venetianfestival.com

Hal Evans, Retired Harbor Master City of Charlevoix Marina. 13125 Campbell Ct.
Charlevoix, MI 49720 Ph: 231.330.7745

Gary Deters, North Harbor Real Estate 416 E. Mitchell St Suite 1 Petoskey, MI 49770 Ph:
231.675.3263 Email: gary@garydeters.com Reference on behalf of
individual Boyne Thunder and Camp Quality clients.

David Buday, Repeat client. Ph: 269.501.8102 Email: budayd@millerjohnson.com

Steve Andreae, Pat O'Brien Associates 701 Bridge St Charlevoix, MI 49720 Ph:
231.547.7701 Email: steve@upnorthrealtor.com

Compensation:

Due to the business model of LTC being a private charter and limited to the number of passengers carried there is not a practical way to revenue share with the City on a per passenger basis. Therefore, a bid of \$150.00 per vessel foot is submitted with a gross revenue of \$6,150.00 to the City reflecting the length (41 ft) of the current charter vessel.

Note:

No modification of City property or slips are required for operation of LTC charters. Charter rates will have to be raised to reflect the substantial minimum bid increase from the pervious contract.

I DO SOLEMNLY SWEAR OR AFFIRM THAT I WILL FAITHFULLY AND HONESTLY, ACCORDING TO MY BEST SKILL AND JUDGMENT, AND WITHOUT CONCEALMENT AND RESERVATION, PERFORM ALL THE DUTIES REQUIRED OF ME BY THE LAWS OF THE UNITED STATES. I WILL FAITHFULLY AND HONESTLY CARRY OUT THE LAWFUL ORDERS OF MY SUPERIOR OFFICERS ABOARD A VESSEL.

SIGNATURE OF BEARER



Issued By: The United States Coast Guard National Maritime Center
Website: <http://www.uscg.mil/nmc> Phone: 1-888-1-ASK-NMC

A black and white portrait of a young man in a military uniform, looking directly at the camera. He is wearing a cap with a star emblem. The image is grainy and has a high-contrast, almost stencil-like quality.

Citizenship	Height	Hair Color	DOB
USA	5'11"	GRY	14-OCT-1948
Sex	Weight	Eye Color	Place of Birth
M	215	BRO	OAK PARK, IL
Issue Date	Expiration Date		
16-APR-2018	16-APR-2023		

PGUSAKALBFELL<<JOHN<JOSEPH<<<<<<<<<<<<<<<<
0004631062USA4810140M2304160<<<<<<<<<<<<<<4

United States Coast Guard
Medical Certificate
Seafarer Name **KALBFELL, JOHN JOSEI**
Gender: **Male** Nationality **US**
STCW Exp Date: **28-MAR-2020** National Exp Date: **28-MAR-2023** Pilot

K. R. Wark

KIRSTEN R. MARINI, CAPT, USCO
OFFICER IN CHARGE, MARINE INSPECTION

DEAPAMER SOLUTION

Ref Num: 4770103

5062C00 N



CERTIFICATE OF INSPECTION

This is to certify that the vessel identified herein has been inspected and approved for use as a vessel carrying passengers for hire on the waters of the State of Michigan pursuant to the provisions of Part 445 of Act 451, P.A. 1994, as amended.

VESSEL DATA

OWNER JOHN KALBFELL		VESSEL OPEN WIDE	
REGISTRATION AND/OR DOCUMENTATION NO. MC 9546 RW		HOME PORT CHARLEVOIX	
LENGTH (FEET) 41'	HORSEPOWER 700	PROPULSION GAS	CLASS D
NUMBER OF CREW ALLOWED 2	MAXIMUM PASSENGERS ALLOWED 6	LIMIT OF TOTAL PERSONS ALLOWED 8	
☒ NAVIGABLE WATERS ☐ INLAND WATERS ☒ MAY OPERATE DURING DAYTIME AND NIGHTTIME HOURS ☐ RESTRICTED HOURS			

REQUIREMENT: As required by law, this Certificate of Inspection shall be framed under transparent material and posted in a conspicuous place on the vessel. Where posting is impractical, the certificate shall be kept on board to be shown on demand.

Chief, DNR, Law Enforcement

PR9301-1 (Rev. 08/26/2011)



MICHIGAN WATERCRAFT REGISTRATION

JOCELYN BENSON
Secretary of State

Expires on: 03/31/2022 MC: 9546RW
RENEWAL
2000 SEARAY 40 Ft 7 In
Hull ID: SERF7908A000 County: MIDLAND
Hull Material: FBGLASS Type: CABIN Power: INBRD
Use: OTHER-COMM Fuel: DIESEL

JOHN JOSEPH KALBFELL
133 C AND O CLUB DR
CHARLEVOIX MI 49720

Fee: 244.00

03142019 440 7005436 244.00



MICHIGAN WATERCRAFT REGISTRATION

JOCELYN BENSON
Secretary of State

Expires on: 03/31/2022 MC: 9546RW
RENEWAL
2000 SEARAY 40 Ft 7 In
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133 C AND O CLUB DR
CHARLEVOIX MI 49720

Fee: 244.00

03142019 440 7005436 244.00

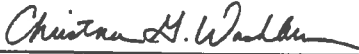


UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME WIDE OPEN II		OFFICIAL NUMBER 1100808	IMO OR OTHER NUMBER SERF7908A000	YEAR COMPLETED 2000	
HAILING PORT CHARLEVOIX MI		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE	NET TONNAGE	LENGTH	BREADTH	DEPTH	
25 GRT	20 NRT	40.7	13.7	6.8	
PLACE BUILT MERRITT ISLAND FL					
OWNERS JOHN J KALBFELL JANET P KALBFELL			OPERATIONAL ENDORSEMENTS RECREATION		
MANAGING OWNER JOHN J KALBFELL 133 C AND O CLUB DRIVE CHARLEVOIX MI 49720					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS None					
ISSUE DATE SEPTEMBER 13, 2019		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES					
OCTOBER 31, 2020					



Underwritten by:
GEICO Marine Insurance Company



Issued Through:
Global Marine Insurance Agency
12935 S. West Bay Shore Dr.
Suite 205
Traverse City, MI 49684
(800)748-0224

Named JOHN KALBFELL & JANET P. KALBFELL
"Insured" 133 C AND O CLUB DR.
Address CHARLEVOIX, MI 49711

Policy No. GPP1006114-07

Policy Period: From 12/11/2019 to 12/11/2020 beginning and ending at 12:01 A.M. at the address of the named "Insured" on this page.

Company: GEICO MARINE INSURANCE COMPANY

Upon the Boat: 2000 SEA RAY 41 Cruiser SERF7908A000
YEAR MANUFACTURER LENGTH TYPE IDENTIFICATION NUMBER

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN			
COVERAGES	AMOUNT OF INSURANCE		
Hull and Equipment	Agreed Value	\$150,000	Incl
Commercial Towing and Assistance	Each Incident	\$5,000	Incl
Boating Liability (Protection and Indemnity)	Limit Each "Accident", Bodily Injury and Property Damage	\$1,000,000	Incl
Fuel and Other Spill Liability	Limit Each "Accident"	\$939,800	Incl
Longshore and Harbor Workers' Compensation	Limit of Liability	Statutory	Incl
Medical Payments	Limit Per Person Each "Accident"	\$25,000	Incl
Boat Trailer	Agreed Value	\$0	Incl
Personal Effects	Replacement Cost	\$5,000	Incl
Uninsured Boater	Limit Each "Accident"	\$1,000,000	Incl

FORMS AND ENDORSEMENTS made a part of this Policy at time of issue:
GM016 GM021 GM025 GM026 GM028
GM032 GM033 GM050

Total Premium	\$1,431.00
State Taxes/Fees	\$0.00
Net Annual Premium	\$1,431.00

DEDUCTIBLES: \$0

Applicable to Hull and Equipment: For any covered loss due to a "named storm" that occurs while the "Insured boat" is located in AL, FL, GA, LA, MS, NC, SC, TX, the Bahamas, the Caribbean or Mexico, the deductible applied to each loss is the greater of the Hull and Equipment deductible, \$1000, or 5% of boat's "insured value".

\$250 Applicable to Personal Effects only

CRUISING LIMITS: While afloat, warranted the "insured boat" shall be confined to the waters indicated below: (There is no coverage outside of this area without "our" written permission.)

Coastal and Inland waters of the U.S. and Canada

Loss, if any, payable to named "Insured" and the Loss Payee printed below, as their interests may appear.

SUNTRUST BANK
PO BOX 792270
SAN ANTONIO TX 78279

PA 12/11/19
1431

2514/12370

Print Date: 11/3/19

GMDEC001 02 16

INSURED COPY

City Council Regular Meeting -
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED LIABILITY COVERAGE

Each **"additional insured"** listed below is considered an additional **"insured"** under **SECTION IV - COVERAGES, C. BOATING LIABILITY (PROTECTION AND INDEMNITY)** of the policy.

"Additional insured" means: **THE CITY OF CHARLEVOIX. ATTN: MARK HEYDLAUFF**
210 STATE STREET
CHARLEVOIX MI 49720
USA

The **"additional insured"** is subject to all terms and conditions of the policy. In addition, the following conditions apply:

- 1) The **"additional insured"** must maintain a General Liability Policy or Marina Keeper's Liability Policy. **"We"** automatically suspend all coverage under this endorsement during any period in which that General Liability Policy or Marina Keeper's Liability Policy lapses or becomes void.
- 2) **"We"** will not cover liability arising out of breach of the **"additional insured's"** bailment duties. **"We"** also will not cover any liability arising out of the negligence of the **"additional insured,"** its employees, officers or agents.
- 3) **"We"** do not cover liability assumed by the **"additional insured"** under a contract or agreement, or any breach of contract.
- 4) **"We"** reserve control over all decisions relating to selection of counsel and settlement or defense, as we consider appropriate, of any covered claims or suits against the **"additional insured"**.
- 5) **"We"** limit this coverage to **BOATING LIABILITY**. There is no coverage for the **"additional insured"** under other sections of the policy. This endorsement does not increase any limit of liability under any coverage section of the policy or any amount shown on the declarations page.
- 6) In the event of cancellation of the policy, appropriate notice based on state requirements will be given at the address listed above.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAPTAIN'S LIABILITY COVERAGE

The Marine Insurance Policy is amended as follows:

Under **SECTION IV – COVERAGES, C. BOATING LIABILITY (PROTECTION AND INDEMNITY), 1. Who Is An "Insured,"** the following is added:

A paid captain or crew who is employed on an **"insured boat."**

Under **SECTION IV – COVERAGES, C. BOATING LIABILITY (PROTECTION AND INDEMNITY), 3. Exclusions, k.** is removed in its entirety.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAILY CHARTER COVERAGE

"We" grant permission to "you" to operate an "insured boat" for charter or the carrying of passengers for hire. This permission is subject to the following conditions:

- 1) That "you," or a licensed captain employed by "you," be in charge of an "insured boat" at all times while it is being chartered. Bareboat charters are prohibited. Bareboat charter is defined as a legal bareboat charter by the United States Coast Guard in the Code of Federal Regulations and any applicable amendment to these regulations.
- 2) That the "insured" has complied with all Federal, State, City or other regulations which apply to the carrying of passengers for hire. Any violations of these regulations shall render the policy null and void during the term of such violations.
- 3) That an "insured boat" shall be used only for the private pleasure of the charterer or passengers so carried.
- 4) That the charterer shall not be allowed to sub-charter.
- 5) That an "insured boat" shall not carry more than 6 passengers in addition to the crew.
- 6) That an "insured boat" shall not be engaged in charter for more than 15 days throughout the policy term without the Company's advance approval and payment of an additional premium.
- 7) That the additional premium charged for this charter privilege is fully earned (non-refundable).
- 8) During periods of charter, there is no coverage for "bodily injury" arising out of any "insured" or other person scuba diving or underwater diving with surface supplied air.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR HIRED CREW

Under **SECTION IV – COVERAGES, C. BOATING LIABILITY (PROTECTION AND INDEMNITY), 2. Coverage Provided**, the following is added:

We will also cover "**your**" legal liability arising under the Jones Act, Death on the High Seas Act or General Maritime Law. This coverage is included as part of the policy limit for **BOATING LIABILITY (PROTECTION AND INDEMNITY)** and is not in addition to the policy limit shown on the Declarations Page for **BOATING LIABILITY (PROTECTION AND INDEMNITY)**.

Under **SECTION IV – COVERAGES, C. BOATING LIABILITY (PROTECTION AND INDEMNITY), 3. Exclusions**, **h.** is removed in its entirety and replaced with the following:

- h.** Injuries for which benefits are required to be provided by the "**Insured**" or which are available to the injured person under any state compensation law or act regardless of its source;

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PLATINUM PLUS ENHANCEMENT

SCHEDULE

COVERAGES		AMOUNT OF INSURANCE/LIMITS	
Medical Payments		Limit Per Person Each "Accident"	\$25,000
Personal Effects		Replacement Cost	\$5,000
Additional Marine Environmental Damage		Each Accident	\$10,000
DEDUCTIBLES			
Dinghy Deductible	\$100		
Electronics Deductible	\$250		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

"We" amend the Marine Insurance Policy as follows:

F. MEDICAL PAYMENTS

Is increased to the Amount of Insurance/Limits shown in the Schedule of this endorsement or the amount shown on the Declarations Page, whichever is greater.

H. PERSONAL EFFECTS

Is increased to the Amount of Insurance/Limits shown in the Schedule of this endorsement or the amount shown on the Declarations Page, whichever is greater.

Under **SECTION IV - COVERAGES A HULL AND EQUIPMENT 6. Deductible**, the following is added:

"Dinghy" Deductible

The deductible applicable to the "dinghy" and its outboard motor ONLY is reduced to the "Dinghy" Deductible shown in the Schedule of this endorsement.

Electronics Deductible

The deductible applicable to an "Insured boat's" navigational electronics ONLY is reduced to the Electronics Deductible shown in the Schedule of this endorsement.

Under **SECTION IV - COVERAGES A. HULL AND EQUIPMENT, 6. Deductible**, the following is added:

Theft Deductible

For "Insured boats" located in Broward, Dade or Monroe counties in Florida at the time of a loss due to theft, the deductible "we" apply is amended to 10% of the amount shown on the Declarations Page for **HULL AND EQUIPMENT**. This provision applies if an "insured boat" has three or more main engines. We will apply this provision to a partial or a total loss if the cause of the loss is theft.



Form Revision Date 07/20

ANNUAL STATEMENT

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801196738

Annual Statement Filing Year: 2020

Limited Liability Company Name:

LITTLE TRAVERSE CHARTERS, LLC

The street address of the limited liability company's registered office and name of the resident agent at that office:

Resident Agent Name: JOHN & JANET P. KALBFELL

Street Address: 133 C AND O CLUB DR

Apt/Suite/Other:

City: CHARLEVOIX

State: MI

Zip Code: 48864

Mailing address of the registered office:

P.O. Box or Street Address: 133 C AND O CLUB DR

Apt/Suite/Other:

City: CHARLEVOIX

State: MI

Zip Code: 49720

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 14th Day of January, 2020 by:

Signature	Title	Title if "Other" was selected
John Kalbfell	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☐ Accept

Date of this notice: 04-04-2017

Employer Identification Number:
82-1053684

Form: SS-4

Number of this notice: CP 575 B

LITTLE TRAVERSE CHARTERS LLC
JOHN J KALBFELL SR MBR
133 C AND O CLUB DR
CHARLEVOIX, MI 49720

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1053684. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/04/2017

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2005. Please file your return(s) by 04/19/2017. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2020 ANNUAL STATEMENT

for

LITTLE TRAVERSE CHARTERS, LLC

ID Number: 801196738

received by electronic transmission on January 14, 2020 ***, is hereby endorsed.***

Filed on January 14, 2020 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of January, 2020.

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Emergency Procedures List



NOTE: NEVER JUMP IN WATER UNLESS INSTRUCTED BY CAPTAIN

Emergency Radio Operation

1. Switch to Channel 16 – Coast Guard.
2. Take microphone, depress black button to talk, release to listen
3. Say the following:
 - a. Mayday, Mayday, Mayday.
 - b. This is the _____ I am a ____ ft. _____
 - c. Documentation, Registration No. is _____
 - d. My position is:
 - e. My emergency is:

Man Overboard

1. Post lookout. Lookout to point at man overboard.
2. Throw white life ring.
3. Use anything that floats as additional markers.
4. Signal for help by any means available.

Explosion

1. Be ready to go overboard with life jackets.
2. When clear of danger, account for all passengers and assist.
3. Stay together.

Fires

1. If possible use fire extinguisher.
2. If practical, throw burning material overboard.
3. Smother fire if possible.
4. Put on life jackets.
5. Signal for help by any means available.

Leaks or Damage Control

1. Put on life jackets.
2. If you can see the hole, stuff anything in it to plug it.
3. Signal for help by any means available.

Rough Water

1. Put on life jackets.
2. Tie down loose equipment.
3. Close any door or cover.
4. Wait for further instructions from Captain.

VESSEL SAFETY CHECKLIST

Vessel Name: Open Wide Vessel Number: Doc 1100808
Operator or Captain: John Kalbfell Date: 05/23/2019

Equipment Checklist- Required

- ☒ Float plan submitted
- ☐ Boater education card
- ☒ Boat registration
- ☒ Compass and GPS
- ☒ Up to date charts of area
- ☒ PFD's- life jacket suitable for each person on board, readily accessible, in good condition and Coast Guard approved
- ☒ Throwable floatation aid immediately available
- ☒ Fire extinguisher properly mounted, fully charged, and in good condition
- ☒ Visual distress signals- current dates on flares, proper amount required
- ☒ Working horn or whistle
- ☒ First aid kit, Dan oxygen kit (required when diving)
- ☒ Anchors and line- adequate anchor for bottom and water depth
- ☒ Dewatering device- bilge pump operational, alternative bailing device available
- ☒ Alternate propulsion – paddles or oars
- ☒ Mooring lines and fenders in good condition
- ☒ VHF radio and cell phone
- ☒ Depth sounder, lead line, or sounding pole

The following items are recommended

- ☒ Tool kit and spare parts
- ☒ Flashlight
- ☒ Personal items- drinking water, sunscreen, prescription drugs, etc.
- ☒ Boarding ladder (or other means of boarding)

Vessel System Checklist

- ☒ Drain plug installed
- ☒ Fuel tank full
- ☒ Bilge free of water
- ☒ Engine oil level correct (4 stroke engine), oil tank full (2 stroke engine)
- ☒ Turn on battery switch if one is installed
- ☒ Battery fully charged
- ☒ Navigational gear operational
- ☒ Navigation lights working
- ☒ Steering and shift mechanisms in good condition
- ☒ Gauges- functional and reading properly
- ☒ Ventilation- power ventilation operable (blower) and natural ventilation cowls open and clear
- ☒ Bilge pump switch on auto
- ☒ VHF radio and antenna is operational (put radio on channel 16 and call for a radio check)

**DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
REPORT OF MARINE CASUALTY**

OMB No. 1625-0001
Expires: 01/31/2016

SECTION I. GENERAL INFORMATION

1. Name of Vessel or Facility Open Wide		2. Official No. 1100808		3. Nationality US		4. Call Sign Open Wide		5. USCG Certificate of Inspection issued at:	
6. Type (Towing, Freight, Fish, Drill, etc.)		7. Length 41 ft		8. Gross Tons 18		9. Year Built 2000		10. Propulsion (Steam, diesel, gas, turbine...) Diesel	
11. Hull Material (Steel, Wood...) Fiberglass		12. Draft (Ft. - in.) FWD 3 ft AFT. 3ft6in		13. If Vessel Classed, By Whom: (ABS, LLOYDS, DNV, BV, etc.)		14. Date (of occurrence)		15. TIME (Local)	
16. Location (See Instruction No. 10A)						17. Estimated Loss of Damage TO:			
18. Name, Address & Telephone No. of Operating Co. Little Traverse Charters, LLC 133 C and O Club Dr Charlevoix, MI 49720 231.487.2650						VESSEL _____ CARGO _____ OTHER _____			
19. Name of Master or Person in Charge Captain & Master John Kalbfell		USCG License ☒ YES ☐ NO		20. Name of Pilot		USCG License ☒ YES ☐ NO		State License ☒ YES ☐ NO	
19a. Home or Work Street Address (City, State, Zip Code)		19b. Home or Work Telephone No.		20a. Home or Work Street Address (City, State, Zip Code)		20b. Home or Work Telephone No.			

21. Casualty Elements (Check as many as needed and explain in Block 44.)

☐ NO. OF PERSONS ON BOARD _____	☐ FLOODING; SWAMPING WITHOUT SINKING	☐ FIREFIGHTING OR EMERGENCY EQUIPMENT FAILED OR INADEQUATE (Describe in Block 44.)
☐ DEATH - HOW MANY? _____	☐ CAPSIZING (with or without sinking)	☐ LIFESAVING EQUIPMENT FAILED OR INADEQUATE (Describe in Block 44.)
☐ MISSING - HOW MANY? _____	☐ FOUNDERING OR SINKING	☐ BLOW OUT (Petroleum exporation/production)
☐ INJURED - HOW MANY? _____	☐ HEAVY WEATHER DAMAGE	☐ ALCOHOL INVOLVEMENT (Describe in Block 44.)
☐ HAZARDOUS MATERIAL RELEASED OR INVOLVED (Identify Substance and amount in Block 44.)	☐ FIRE	☐ DRUG INVOLVEMENT (Describe in Block 44.)
☐ OIL SPILL - ESTIMATE AMOUNT: _____	☐ EXPLOSION	☐ OTHER (Specify) _____
☐ CARGO CONTAINER LOST/DAMAGED	☐ COMMERCIAL DIVING CASUALTY	
☐ COLLISION (Identify other vessel or object in Block 44.)	☐ ICE DAMAGE	
☐ GROUNDING ☐ WAKE DAMAGE	☐ DAMAGE TO AIDS TO NAVIGATION	
	☐ STEERING FAILURE	
	☐ MACHINERY OR EQUIPMENT FAILURE	
	☐ ELECTRICAL FAILURE	
	☐ STRUCTURAL FAILURE	

22. Conditions

A. Sea or River Conditions (wave height, river stage, etc.)	B. WEATHER ☐ CLEAR ☐ RAIN ☐ SNOW ☐ FOG ☐ OTHER (Specify) _____	C. TIME ☐ DAYLIGHT ☐ TWILIGHT ☐ NIGHT	D. VISIBILITY ☐ GOOD ☐ FAIR ☐ POOR	E. DISTANCE (miles of visibility) _____
				F. AIR TEMPERATURE (F) _____
				G. WIND SPEED & DIRECTION _____
				H. CURRENT SPEED & DIRECTION _____

23. Navigation Information

☐ MOORED, DOCKED OR FIXED	☐ ANCHORED ☐ UNDERWAY OR DRIFTING	SPEED AND COURSE _____	24. Last Port Where Bound _____	24a. Time and Date of Departure _____
--	---	------------------------	---------------------------------	---------------------------------------

25. FOR TOWING ONLY	25a. NUMBER OF VESSELS TOWED			25b. TOTAL H.P. OF TOWING UNITS	25c. MAXIMUM SIZE OF TOW WITH TOW-BOAT(S)	Length	Width	25d. (Describe in Block 44.) ☐ PUSHING AHEAD ☐ TOWING ASTERN ☐ TOWING ALONGSIDE ☐ MORE THAN ONE TOW-BOAT ON TOW
	Empty	Loaded	Total					

SECTION II. BARGE INFORMATION

26. Name		26a. Official Number		26b. Type	26c. Length	26d. Gross Tons	26e. USCG Certificate of Inspection issued at:
26f. Year Built	26g. ☐ SINGLE SKIN ☐ DOUBLE	26h. Draft FWD _____ AFT _____	26i. Operating Company				
26j. Damage Amount BARGE _____ CARGO _____ OTHER _____			26k. Describe Damage to Barge				

SECTION III. PERSONNEL ACCIDENT INFORMATION

27. Person Involved ☐ MALE or ☐ FEMALE ☐ DEAD ☐ INJURED ☐ MISSING		27a. Name (Last, First, Middle Name) 27b. Address (City, State, Zip Code)		27c. Status ☐ Crew ☐ Passenger ☐ Other	
28. Birth Date	29. Telephone No.	30. Job Position		31. (Check here if off duty) ☐	
32. Employer - (if different from Block 18, fill in Name, Address, Telephone No.)					
33. Person's Time A. IN THIS INDUSTRY - B. WITH THIS COMPANY - C. IN PRESENT JOB OR POSITION - D. ON PRESENT VESSEL/FACILITY - E. HOURS ON DUTY WHEN ACCIDENT OCCURRED -				YEAR(S) _____ _____ _____ _____	MONTH(S) _____ _____ _____ _____
				34. Industry of Employer (Towing, Fishing, Shipping, Crew Supply, Drilling, etc.)	
				35. Was the Injured Person Incapacitated 72 Hours or More?	
				36. Date of Death	
37. Activity of Person at Time of Accident					
38. Specific Location of Accident on Vessel/Facility					
39. Type of Accident (Fall, Caught between, etc.)			40. Resulting Injury (Cut, Bruise, Fracture, Burn, etc.)		
41. Part of Body Injured			42. Equipment Involved in Accident		
43. Specific Object, Part of the Equipment in block 42., or Substance (Chemical, Solvent, etc.) that directly produced the Injury.					

SECTION IV. DESCRIPTION OF CASUALTY

44. Describe how accident occurred, damage, information on alcohol/drug involvement and recommendations for corrective safety measures. (See instructions and attach additional sheets if necessary).

45. Witness to Casualty (Name, Address, Telephone No.)

46. Witness to Casualty (Name, Address, Telephone No.)

SECTION V. PERSON MAKING THIS REPORT

47. Name (PRINT) (Last, First, Middle)	47b. Address (City, State, Zip Code)	47c. Title
47a. Signature		47d. Telephone No.
		47e. Date

FOR COAST GUARD USE ONLY

REPORTING OFFICE:

MISLE Incident Investigation Activity Data Entry:

MISLE Incident Investigation Activity Number (if applicable)

☐ NONE
 ☐ PRELIMINARY
 ☐ DATA COLLECTION
 ☐ INFORMAL
 ☐ FORMAL

Serious Marine Incident ☐ Yes ☐ No
 Major Marine Casualty ☐ Yes ☐ No

INVESTIGATOR (Name)

DATE

APPROVED BY (Name)

DATE

INSTRUCTIONS

FOR COMPLETION OF FORM CG-2692

REPORT OF MARINE CASUALTY

AND FORM CG-2692A, BARGE ADDENDUM

WHEN TO USE THIS FORM

1. This form satisfies the requirements for written reports of accidents found in the Code of Federal Regulations for vessels, Outer Continental Shelf (OCS) facilities, mobile offshore drilling units (MODUs), and diving. The kinds of accidents that must be reported are described in the following instructions.

VESSELS

2. A vessel accident must be reported if it occurs upon the navigable waters of the U.S., its territories or possessions; or whenever an accident involves a U.S. vessel; wherever the accident may occur. (Public vessels and recreational vessels are excepted from these reporting requirements.) The accident must also involve one of the following (ref. 46 CFR 4.05-1):

A. All accidental groundings and any intentional grounding which also meets any of the other reporting criteria or creates a hazard to navigation, the environment, or the safety of the vessel;

B. Loss of main propulsion or primary steering, or an associated component or control system, the loss of which causes a reduction of the maneuvering capabilities of the vessel. Loss means that systems, component parts, subsystems, or control systems do not perform the specified or required function;

C. An occurrence materially and adversely affecting the vessel's seaworthiness or fitness for service or route including but not limited to fire, flooding, failure or damage to fixed fire extinguishing systems, lifesaving equipment or bilge pumping systems;

D. Loss of life;

E. An injury that requires professional medical treatment (beyond first aid) and, if a crewmember on a commercial vessel, that renders the individual unfit to perform routine duties;

F. An occurrence not meeting any of the above criteria but resulting in damage to property in excess of \$25,000. Damage cost includes the cost of labor and material to restore the property to the condition which existed prior to the casualty, but it does not include the cost of salvage, cleaning, gas freeing, drydocking or demurrage.

MOBILE OFFSHORE DRILLING UNITS

3. MODUs are vessels and are required to report an accident that results in any of the events listed by Instruction 2-A through 2-F for vessels. (Ref. 46 CFR 4.05-1, 46 CFR 109.411)

OCS FACILITIES

4. All OCS facilities (except mobile offshore drilling units) engaged in mineral exploration, development or production activities on the Outer Continental Shelf of the U.S. are required by 33 CFR 146.30 to report accidents resulting in:

A. Death;

B. Injury to 5 or more persons in a single incident;

C. Injury causing any person to be incapacitated for more than 72 hours;

D. Damage affecting the usefulness of primary lifesaving or firefighting equipment;

E. Damage to the facility in excess of \$25,000 resulting from a collision by a vessel;

F. Damage to a floating OCS facility in excess of \$25,000.

5. Foreign vessels engaged in mineral exploration, development or production on the U. S. Outer Continental Shelf, other than vessels already required to report by Instructions 2 and 3 above, are required by 33 CFR 146.303 to report casualties that result in any of the following:

A. Death;

B. Injury to 5 or more persons in a single incident;

C. Injury causing any person to be incapacitated for more than 72 hours.

DIVING

6. Diving casualties include injury or death that occurs while using underwater breathing apparatus while diving from a vessel or OCS facility.

A. **COMMERCIAL DIVING.** A dive is considered commercial if it is for commercial purposes from a vessel required to have a Coast Guard certificate of inspection, from an OCS facility or in its related safety zone or in a related activity, at a deepwater port or in its safety zone. Casualties that occur during commercial dives are covered by 46 CFR 197.486 if they result in:

1. Loss of life;

2. Injury causing incapacitation over 72 hours;

3. Injury requiring hospitalization over 24 hours.

In addition to the information requested on this form, also provide the name of the diving supervisor and, if applicable, a detailed report on gas embolism or decompression sickness as required by 46 CFR 197.410(a)(9).

Exempt from the commercial category are dives for:

1. Marine science research by educational institutions;
2. Research in diving equipment and technology;
3. Search and Rescue controlled by a government agency.

B. ALL OTHER DIVING. Diving accidents not covered by Instruction (6-A) but involving vessels subject to Instruction (2), VESSELS, must be reported if they result in death or injury causing incapacitation over 72 hours. (Ref. 46 CFR 4.03-1(c)).

HAZARDOUS MATERIALS

7. When an accident involves hazardous materials, public and environmental health and safety require immediate action. As soon as any person in charge of a vessel or facility has knowledge of a release or discharge of oil or a hazardous substance, that person is required to immediately notify the U.S. Department of Homeland Security's National Response Center (telephone toll-free 800-424-8802 - in the Washington, D.C. area call 202-426-2675). Anyone else knowing of a pollution incident is encouraged to use the toll-free telephone number to report it. If etiologic (disease causing) agents are involved, call the U.S. Public Health Service's Center for Disease Control in Atlanta, GA. (telephone 404-633-5313). (Ref. 42 USC 9603; 33 CFR 153; 49 CFR 171.15)

COMPLETION OF THIS FORM

8. In accordance with 46 CFR 4.05-1, the vessel owner, agent, master, operator, or person in charge shall complete this form. This form should be filled out as completely and accurately as possible. Please type or print clearly. Fill in all blanks that apply to the kind of accident that has occurred. If a question is not applicable, the abbreviation "NA" should be entered in that space. If an answer is unknown and cannot be obtained, the abbreviation "UNK" should be entered in that space. If "NONE" is the correct response, then enter it in that space.

9. Once completed, deliver, e-mail or fax this form within five days of the casualty to the Coast Guard Sector, Marine Safety Unit, or Activity nearest the location of the casualty or, if at sea, nearest the arrival port.

10. When a casualty meets the requirements of a serious marine incident as defined in 46 CFR 4.03, the owner, agent, master, operator, or person in charge, is required to submit a CG-2692B in accordance with 46 CFR 4.06-60.

NOTICE: The information collected on this form is routinely available for public inspection. It is needed by the Coast Guard to carry out its responsibility to investigate marine casualties, to identify hazardous conditions or situations and to conduct statistical analysis. The information is used to determine whether new or revised safety initiatives are necessary for the protection of life or property in the marine environment.

Reportable marine casualty information is needed for Coast Guard investigations of vessel casualties involving death, vessel damage, property loss and data, as mandated by Congress (see 46 USC 6301).

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number.

The Coast Guard estimates that the average burden for this report is 1 hour. You may submit any comments concerning the accuracy of this burden estimate or any suggestions for reducing the burden to: Commandant (G-MOA), U.S. Coast Guard, Washington, DC 20593-0001 or Office of Management and Budget, Paperwork Reduction Project (1625-0001), Washington, DC 20503.

11. Amplifying information for completing the form:

A. Block 16 - "LOCATION" - Latitude and longitude to the nearest tenth of a minute should always be entered except in those rivers and waterways where a mile marker system is commonly used. In these cases, the mile number to the nearest tenth of a mile should be entered. If the latitude and longitude, or mile number, are unknown, reference to a known landmark or object (buoy, light, etc.) with distance and bearing to the object is permissible. Always identify the body of water or waterway referred to.

B. Tug or towboat with tow - Tugs or towboats with tows under their control should complete all applicable portions of the CG-2692. SECTION II should be completed if a barge causes or sustains damage or meets any other reporting criteria. If additional barges require reporting, the "Barge Addendum," CG-2692A, may be used to provide the information for the additional barges.

C. Moored/Anchored Barge - If a barge suffers a casualty while moored or anchored, or breaks away from its moorage, and causes or sustains reportable damages or meets any other reporting criteria, enter the location of its moorage in Block (1) of the CG-2692 and complete the form except for Blocks (2) through (13). The details will be entered in SECTION II for one barge and on the "Barge Addendum," CG-2692A, for additional barges.

D. SECTION III - Personnel Accident Information - SECTION III must be completed for a death or injury. In addition, applicable portions of SECTIONS I, II and IV must be completed. If more than one death or injury occurs in a single incident, complete one CG-2692 for one of the persons injured or killed, and attach additional CG-2692's, filling out Blocks (1) and (2) and SECTION III for each additional person.

E. BLOCK 44 - Describe the sequence of events which led up to this casualty. Include your opinion of the primary cause and any contributing causes of the casualty. Briefly describe damage to your vessel, its cargo, and other vessels/property. Include any recommendations you may have for preventing similar casualties. ALCOHOL AND DRUG INFORMATION. Provide the following information with regard to each person determined to be directly involved in the casualty: name, position aboard the vessel, whether or not the person was under the influence of alcohol or drugs at the time of the casualty, and the method used to make this determination. If toxicological testing is conducted the results should be included; if results are not available in a timely manner, provide the results of the toxicological test as soon as practical and indicate that this is the case in Block 44 of the casualty form.

Whitecap Charters
Michael “Kent” Seymour, Owner & Captain
P.O. Box 778
Charlevoix, MI 49720
231-675-1127
whitecapcharters@gmail.com

ATTN: City of Charlevoix Recreation Department

Please accept this as my Request for Proposal for the use of a commercial dock space in the Charlevoix City Marina. Following you will find information that supports the requirements of the Proposal and ask for the opportunity to provide Charter Services for the City of Charlevoix Tourists and Residents.

Whitecap Charters has always helped and will continue to help tourism as we bring in people from all over the State of Michigan, Country and World. The visitors love the pristine waters and outstanding fish that Northern Michigan offers. With the lake tour side of Whitecap Charters it allows us to target the non-fishing and non-boat owning customers that love to be on the water and enjoy the scenery and beautiful lake shores. We have had several repeat customers that have always just come in to Charlevoix to take our charters and then leave but if we are able to be at a dock in the downtown marina these customers may stay in the downtown area to visit local restaurants and shops which would be an asset to Charlevoix.

Whitecap Charters has had the great honor of working with the Charlevoix Elks Club and the Freedom's Finest Outdoors for the last several years in which we take Veterans for a free day of fishing. We also work with the Charlevoix Trout Tournament donating charters to raise money for the Tournament and have volunteered time to the Charlevoix Rod & Gun Club for the Kids Fishing and Shooting Day. Whitecap Charters has donated several four to six person fishing trips to the Charlevoix Hospital Holly-Daze fundraiser, Charlevoix Pool Auction and Eastport Baptist Church Sportsman's Banquet as well as several other local organizations.

Accident prevention and Safety is Whitecap Charters number one priority. If an accident occurs that involves the Marina dock system or a vessel in the Marina the US Coast Guard as well as the City of Charlevoix Harbormaster will be informed immediately.

Whitecap Charters is fully insured for both property damage and personal injury. If there is any damage to the dock that is minimal we will cover the cost for repairs by approved personnel designated by the Harbormaster and/or City. In Whitecap Charters' years of service there has never been an accident or incident that has jeopardized our safety record. Insurance information is included with this proposal packet.

All Whitecap Charter Captains are licensed by the US Coast Guard and hold current American Heart Association CPR certificates. Copy of US Coast Guard Inspection Certificates are available and will be submitted upon acceptance. Copies are on the boats which are still in storage at this time.

Whitecap Charters has been in operation since 2007. We are a fully licensed and insured Charter business for both fishing and site seeing charters. Whitecap Charters owns and operates three vessels which includes the newly purchased Double Trouble a 31' Sea Ray Amberjack for which the proposal is for, original boat Whitecap II a 26' American International which is trailer able and Traveler a 21' Startcraft which is also trailer able. Michael "Kent" Seymour Jr. is the owner and licensed Captain of all three boats and will be the main Captain for Double Trouble. Whitecap Charters also employs three other Captains that are USCG licensed and insured under their policies. There are half day and full day fishing and site seeing charters available from May-October.

Client References and letters are included with this proposal. Client references include: Brian Wilmot of Charlevoix & Boyne City, 231-675-5975. Erik Frazier of Leesburg, Florida, 352-603-1466. Daniel Ibele of Petoskey, Michigan, 419-350-8868. The prior mentioned have been return clients of Whitecap Charters for several years. Several other references can be provided if deemed necessary.

Business/Financial References are as follows:

Frankenmuth Insurance Company, Frankenmuth, Michigan is the Commercial Insurance carrier for Double Trouble and is carried through the Charlevoix Agency, Inc., 112 Clinton St., Charlevoix, Michigan. They can be contacted at 231-547-4441.

Charlevoix State Bank, 111 State St, Charlevoix, Michigan handles the business account for Whitecap Charters. They can be contacted at 231-547-4411. Luann Keinath is the contact for the proposed.

ClearH2O Tackle, Edwardsburg, MI. ClearH2O is one of Whitecap Charter's suppliers of fishing equipment and tackle. They can be contacted at 269-470-1677. Owner Darrin Schaap is the contact for the proposal. ClearH2O has also sponsored Whitecap Charters for several different fishing tournaments over the past few years.

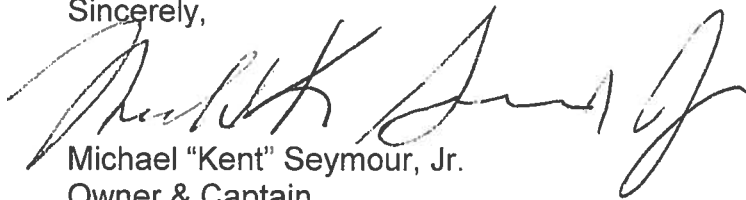
Compensation to the City of Charlevoix will be made by Whitecap Charters on an annual basis. The cost of \$150.00 per foot for its designated vessel, 31' Double Trouble, can be invoiced to Whitecap Charters at P.O. Box 778, Charlevoix, MI 49720 or will be paid upon receipt of this proposal acceptance, whichever is preferred by the City.

Whitecap Charters does not require any special or specific services from the City of Charlevoix pertaining to tenant improvements at this time. If such needs are required a written request will be presented to the City Manager's Office and/or the City Recreation Department.

I, Kent Seymour, Owner and Captain of Whitecap Charters, would like to thank the City of Charlevoix Recreation Department, City of Charlevoix City Manager's Office and City of Charlevoix Harbormaster for reviewing this proposal and considering us for the Commercial Boat Slip. I would be happy to answer any further questions that may arise and provide more information if required.

I would like to close by saying that I was born and raised in Charlevoix and have always worked locally other than the six years I served our Country in the US Army from 1989-1995. Charlevoix is my home and I want nothing more to support the community that I live in and love.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Kent Seymour, Jr.', written in a cursive style.

Michael "Kent" Seymour, Jr.
Owner & Captain
Whitecap Charters
Charlevoix, Michigan

March 2020

I have fished with Captain Kent Seymour of Whitecap Charters every year, for the past ten years.

Kent is extremely knowledgeable of the Great Lakes and provides a first class, fun and safe fishing and boating experience for his clients.

His boat and equipment are clean and modern. He always provides a safety overview and marine forecast upon leaving the dock, while explaining what to expect in way of weather and water conditions on that day.

Fishermen are provided a thorough explanation of the gear and what to expect when the action occurs. Emphasis is put on eye protection and general safety, considering the use of multiple lines and the lures common to Great Lakes trolling.

Clients are calmly coached during a fight with a fish and instructed on how to enable Captain Kent to net the fish successfully and safely without exposing the fishermen to hooks etc. until it is "picture taking time."

I have brought numerous guests on these charters and everyone has had a great experience and asks "when are we doing that again?"

I would recommend Whitecap Charters to anyone looking for an enjoyable, safe Great Lakes fishing experience.

A handwritten signature in dark ink, appearing to read "Dan Ibele". The signature is fluid and cursive, with a large initial "D" and a stylized "I".

Dan Ibele
Petoskey, Michigan

03/13/2020

To Whom it may concern,

I'm writing this letter on behalf of Kent Seymour of Whitecap Charters. I have known Mr. Seymour for over ten years and would like to express my gratitude towards him not only as a professional charter captain but as a human being as well. Kent is constantly putting others safety and well being first and foremost. He actually puts other people ahead of himself, period. Having taken many professional charters with many captains, I can attest that Kent is by far the best captain I've had the pleasure to fish with and if given the choice he will always be my first pick, hands down. Should anyone ever have questions referencing Mr. Seymour's professionalism or character, please do not hesitate to contact me at 352-603-1466.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Frazier", with a stylized flourish at the end.

Erik Frazier

1 MUTUAL AVENUE
FRANKENMUTH, MI
48787-0001



Frankenmuth
INSURANCE

DECLARATION PAGE

NEW DECLARATION * * * * * EFFECTIVE 09/26/2019

POLICY NUMBER	FROM	POLICY TERM TO	AGENT NAME	AGENT NO.	P
YAC 509698520	09/26/2019	09/26/2020	CHARLEVOIX AGENCY, INC. 231 547 4441	05 021088300	
NAMED INSURED AND ADDRESS			D/B		
SEYMOUR, MICHAEL K JR			SEYMOUR, MICHAEL K JR		
PO BOX 778 CHARLEVOIX, MI 49720			PO BOX 778 CHARLEVOIX, MI 49720		

THIS POLICY IS EFFECTIVE AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS.

RATED "A" (EXCELLENT) BY A.M. BEST

YACHT WILL BE MOORED/BERTHED AT: RESIDENCE, CHARLEVOIX, MI 49720
HULL ID: SERP1782C292 YEAR: 1992 LENGTH: 31FT TOTAL HP: 760HP
MANUFACTURER: SEA RAY AMBERJACK TYPE: CRUISER
LAY UP: THE YACHT WILL BE LAID UP ASHORE FROM 11/01 TO 04/01.

COVERAGE	LIMIT OF INSURANCE* (IF APPLICABLE)	DEDUCTIBLE (IF APPLICABLE)	PREMIUM
HULL AND EQUIPMENT	\$ 49,000	3%	\$ 369
TENDER/MOTOR (DESC ON PAGE 2)			
TRAILER (DESC ON PAGE 2)	6,600	500	116
PERSONAL PROPERTY	20,000	250	375
RENTAL REIMBURSEMENT	1,000		INCLUDED
EMERGENCY TOWING & ASSISTANCE			
OCCURRENCE/AGGREGATE	2,500/2,500		INCLUDED
PROTECTION & INDEMNITY	1,000,000		166
LONGSHORE AND HARBOR			
WORKERS' COMPENSATION	INCLUDED		INCLUDED
MEDICAL PAYMENTS	25,000		INCLUDED
UNINSURED/UNDERINSURED BOATER	500,000		INCLUDED
POLLUTION LIABILITY	854,400		INCLUDED
OPTIONAL ENDORSEMENTS (DESC ON PAGE 2)			211

TOTAL PREMIUM: \$ 1,237

*THE POLICY EXPLAINS HOW THE LIMITS OF INSURANCE APPLY.

14075 (04-14)

ACCOUNT YAC6985000 001 00001

CB-Q1 DIRECT BILL
4 INSTALLMENTS 25%-25%-25%-25%

THIS IS NOT A BILL

THANK YOU FOR LETTING US SERVE YOU

1 MUTUAL AVENUE
FRANKENMUTH, MI
48787-0001



Frankenmuth
INSURANCE

DECLARATION PAGE

AMENDED DECLARATION * * * EFFECTIVE 06/12/2019
THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
REASON FOR AMENDMENT - MISCELLANEOUS CHANGE

POLICY NUMBER	FROM	POLICY TERM	TO	AGENT NAME	AGENT NO.	P
YAC 966899723	06/12/2019	06/12/2020		CHARLEVOIX AGENCY, INC. 231 547 4441	05 021088300	
NAMED INSURED AND ADDRESS				D/B		
SEYMOUR, MICHAEL KENT JR				SEYMOUR, MICHAEL KENT JR		
PO BOX 778 CHARLEVOIX, MI 49720				PO BOX 778 CHARLEVOIX, MI 49720		

THIS POLICY IS EFFECTIVE AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS.

RATED "A" (EXCELLENT) BY A.M. BEST

YACHT WILL BE MOORED/BERTHED AT: RESIDENCE, CHARLEVOIX, MI 49720
HULL ID: AIM26704G586 YEAR: 1986 LENGTH: 26FT TOTAL HP: 450HP
MANUFACTURER: AMERICAN INTERNATIONAL TYPE: CRUISER
LAY UP: THE YACHT WILL BE LAID UP ASHORE FROM 10/15 TO 04/15.

COVERAGE	LIMIT OF INSURANCE* (IF APPLICABLE)	DEDUCTIBLE (IF APPLICABLE)	PREMIUM
HULL AND EQUIPMENT	\$ 25,000	\$1,000	\$ 227
TENDER/MOTOR (DESC ON PAGE 2)			
TRAILER (DESC ON PAGE 2)	2,500	250	50
PERSONAL PROPERTY	5,000	100	INCLUDED
RENTAL REIMBURSEMENT	1,000		INCLUDED
EMERGENCY TOWING & ASSISTANCE			
OCCURRENCE/AGGREGATE	2,500/2,500		INCLUDED
PROTECTION & INDEMNITY	1,000,000		355
LONGSHORE AND HARBOR			
WORKERS' COMPENSATION	INCLUDED		INCLUDED
MEDICAL PAYMENTS	25,000		INCLUDED
UNINSURED/UNDERINSURED BOATER	500,000		INCLUDED
POLLUTION LIABILITY	854,400		INCLUDED
OPTIONAL ENDORSEMENTS (DESC ON PAGE 2)			211

TOTAL PREMIUM: \$ 843

*THE POLICY EXPLAINS HOW THE LIMITS OF INSURANCE APPLY.

14075(04-14)

ACCOUNT YAC8997000 001 00001

CB-M1 DIRECT BILL
MONTHLY INSTALLMENTS

THIS IS NOT A BILL

THANK YOU FOR LETTING US SERVE YOU



Commercial Dock Proposal Form

Company Name	Whitecap Charters
--------------	-------------------

Mailing Address	P.O. Box 778
City, State, Zip	Charlevoix, MI 49720
Code	

Contact Person	Kent Seymour
Phone Number	231-675-1127
Email Address	whitecapcharters@gmail.com

Name of Vessel	Double Trouble
Type of Boat	31' Sea Ray Amberjack
Length of Boat	31'
Width of Boat	12'
Draft of Boat	3'

Additional information to be included:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Community Foundation Grant Application: Public Hand Sanitizing

DATE: May 18, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The Charlevoix County Community Foundation has opened an Organizational Support Fund to assist with the response to COVID-19. The need for additional hand sanitizer stations around the community seems like a logical need to help stop the spread of the virus and provide an extra level of comfort for folks to enjoy outdoor spaces again more freely. City staff are still evaluating costs and availability from our suppliers but I would like the authorization to apply for a grant of between \$4,000 and \$5,000 to purchase 20-30 dispensing stands from our existing supplier. City funds would then be used to buy sanitizer and to fill them throughout the coming months. These stands would be placed strategically around the downtown and in our parks and public areas.

The grants programs of the Community Foundation are competitive so Council should be cognizant of this when considering multiple grant requests in the same cycle. We are competing with ourselves.

RECOMMENDATION:

Motion to authorize the application to the Charlevoix County Community Foundation Organizational Support Grant Cycle and authorize the City Manager to sign all necessary documents.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Community Foundation Grant Application: DDA

DATE: May 18, 2020

PRESENTED BY: Lindsey Dotson, Main Street DDA Director

BACKGROUND:

Charlevoix Main Street DDA will be applying for the Organizational Support grant made available by the Charlevoix County Community Foundation under its new program.

You can request up to \$5,000 of general support for your organization. The goal of this cycle is to be responsive to the fact that needs have changed, and many organizations have expressed a need for general support at this time.

If awarded, the funds will be used to supplement a crowdfunding campaign that will be launching soon to create a grant program that will work to directly assist our small businesses through the COVID-19 crisis.

Despite several federal and state programs being launched, many of our small business owners either don't qualify for these programs or what they get isn't enough. A survey we conducted revealed that of the 44 small businesses surveyed, 43 percent indicated that their businesses are at risk of closing permanently in the next five months. In total, 66% of small businesses in downtown Charlevoix could close within a year.

We were able to collect data from just less than half of our downtown businesses during this survey. Currently we are at risk of having 18 small businesses close in our downtown within the next 5 months and that doesn't count those who didn't respond to the survey. If you consider the fact that our downtown has about 100 businesses, losing 18 of them would have a detrimental impact on the vitality of our beautiful town.

Charlevoix Main Street DDA feels it is our duty to support our businesses in all ways possible to help prevent the creation of vacancies in the downtown. Our Economic Vitality Committee has created a task force to manage this grant, and ultimate approval will lie with the Main Street DDA Board of Directors.

This grant, along with others that have already been applied for, plus donations received from community members will ensure that we do not use funds from our TIF capture, as it is considered illegal to do so.

RECOMMENDATION:

Motion to approve Charlevoix Main Street DDA's grant application to the Charlevoix County Community Foundation requesting \$5,000 to assist small businesses through the COVID-19 crisis.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Keep Charlevoix Beautiful Watering Agreement

DATE: May 18, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Keep Charlevoix Beautiful has proposed, after discussion with City Staff over the past year, to conduct all watering work associated with the petunias. We would still support them with water and some equipment but they would find the labor (as they always did for the in-ground petunias). This would reduce some of our staffing and related costs. In support of this, we would cover their watering costs of \$8,400.

As they are transitioning to baskets and the added expense of them, I would suggest we add an additional \$1,600 to this request for an even \$10,000 to KCB for the provision of watering and petunias in public spaces in Charlevoix. You'll recall that we no longer have to prepare the planting beds for the in-ground flowers as we have done in the past as well and I believe this is a way the City can support this point of community pride going forward.

RECOMMENDATION:

Motion to authorize the City Manager to enter an agreement on the City's behalf with Keep Charlevoix Beautiful for the provision of water and flowers in public spaces for \$10,000.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Social Distancing and Parking Modifications

DATE: May 18, 2020

PRESENTED BY: Mayor Luther Kurtz

BACKGROUND:

Many parts of Charlevoix will be different as we re-open and welcome second home owners back to our community. Currently, parking and pedestrian access on Bridge Street coexist quite well since we have set up temporary curbside pick-up spaces for restaurants relying on take-out only service. Recently, our retailers been able to begin a curbside approach as well; both of these services will need to continue in the future. Hopefully, we'll see folks want to enjoy some semblance of normal again soon but this will likely include a greater use of outdoor dining where patrons can more easily be spaced. Additionally, we should think of how to give pedestrians more space to socially distance as they walk down the sidewalks. In some cases, the expansion of outdoor dining will crowd sidewalks but ideally we'll see more folks out and about as the weather warms and we return to a more normal state of affairs.

In this time, it may be a good idea to restrict some parking on Bridge Street to accomodate these changes and allow pedestrians to use some of the parking areas as expanded walkways. The Messaging Group I initiated has been talking about various ideas for community sanitation including more hand sanitizing, common messages about mask wearing, and general information between health officials and the business community. Earlier this week, we circulated a survey to the community and by Monday's meeting, we should have some results about this challenge of parking, curbside service, and outdoor dining.

In order to give businesses time to plan and develop a good approach, we need to begin discussing this topic now and think of what the way forward may look like this summer. Unlike the more drastic step Traverse City recently took to stop all traffic on Front Street this summer, this approach would allow traffic to flow normally with some parking but also some expanded pedestrian areas. Exactly how to do this remains a task for tackle right away.

RECOMMENDATION:

Council discussion and direction.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Boat Launch Stormwater Retrofits

DATE: May 18, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The Great Lakes Protection Fund is promoting projects to improve the green infrastructure at marinas and other facilities near the Great Lakes. They approached us this winter about the prospect of installing bioretention cells at the Ferry Avenue Boat Launch in place of the existing landscaping islands. You can find attached a presentation from them and also the proposed engineering prints. Our staff have reviewed and believe this would be beneficial. Feedback last year during our discussion of the boat launch suggested the trees within these islands occasionally cause challenges with boat launching. This plan would eliminate one parking space but our long-time launch ramp attendant does not believe that will be a negative part of the proposal.

There is no cost for the City to have this installed but the research will have small equipment onsite out of the way for some time to monitor for desired water quality improvement. There would be minimal maintenance for the cells going forward and would be akin to the rain gardens found along Park Avenue, for example.

RECOMMENDATION:

Motion to authorize the Great Lakes Protection Fund Green Infrastructure installation at the Ferry Avenue Boat Launch and authorize the City Manager to sign all necessary documents.

ATTACHMENTS:

- ▣ Charlevoix Boat Launch Stormwater Presentation
- ▣ Boat Launch Bioretention Cells Proposed Engineering Design

Advancing Stormwater Management at Marinas in the Great Lakes



Project Information and Goals

- **Funding:** Great Lakes Protection Fund Grant
- **Collaborating Organizations:**
 - University of Michigan
 - Michigan, Wisconsin, and Ohio Sea Grants
 - Ohio State University
 - Local Partners
- **Goals:**
 - Install Green Infrastructure (GI) at marinas on or near the Great Lakes to remove pollutants from stormwater
 - Construct, monitor, and quantify water quality benefits of GI at four study sites
 - Make recommendations about the benefits of GI at marinas



Examples of Bioretention Cells Within Parking Lot Islands



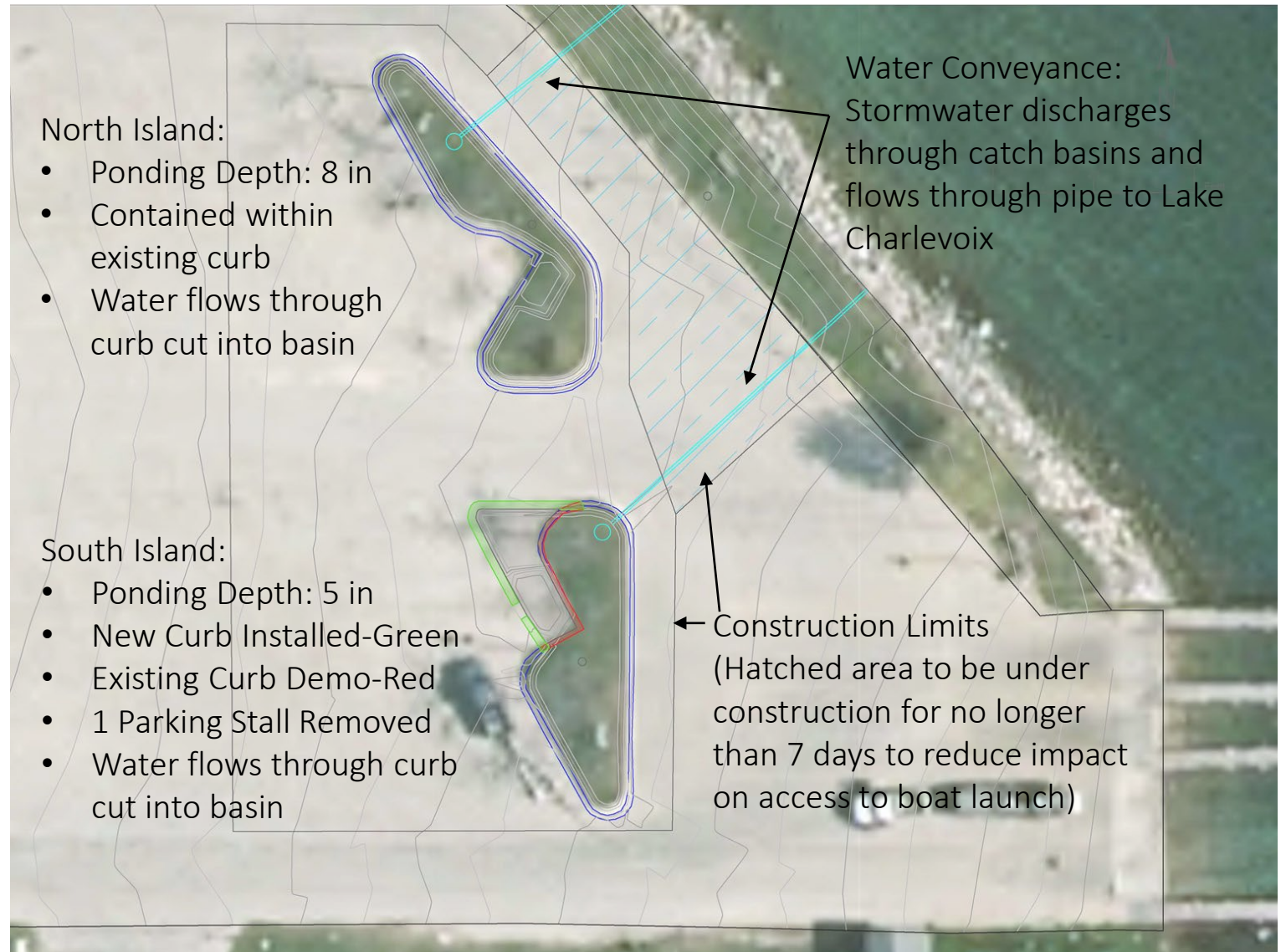
Charlevoix Municipal Boat Launch

Proposed as one of four study sites where GI will be constructed, and untreated and treated runoff water quality will be monitored during 2020-2021



Proposed Design Overview

Install two bioretention cells in the two Easternmost parking lot islands



(see engineering design sheets for more details)

Project and Design Information

Construction Timeline: Fall 2020

Proposed Plants



Swamp Milkweed
(*Asclepias incarnate*)



Soft-Stemmed Rush
(*Juncus effuses*)



Blue Flag Iris
(*Iris versicolor*)



Black Eyed Susan
(*Rudbeckia hirta*)

Maintenance Tasks

- Pruning and weeding
- Leaf removal in fall
- Mulching once a year
- Sediment removal near inlets

STORMWATER MANAGEMENT PROJECT GLPF GRANT
Charlevoix, MI



CLIENT:
Charlevoix Municipal Boat Launch
281-299 Stover Rd, Charlevoix, MI 49720
PH: 281-547-2101

FUNDING



SPONSOR



ENGINEERS

RYAN WINSTON, PH.D., PE
JAY DORSEY, PH.D., PE
OHIO STATE UNIVERSITY
590 WOODY HAYES DRIVE,
COLUMBUS, OH 43210
PH: (616) 706-3158



SHEET INDEX	
SHEET NO.	TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	PROPOSED DESIGN
4	DESIGN DETAILS 1
5	DESIGN DETAILS 2

The Ohio State University

Department of Food, Agricultural, and Biological Engineering
Agricultural Engineering Building
590 Woody Hayes Drive, Columbus, OH 43210

Charlevoix Bioretention

Charlevoix Municipal Boat Launch
299 Stover Rd, Charlevoix, MI 49720

Title Sheet

Page Number
1 of 5

PROJECT DESCRIPTION

THE PROJECT IS A COLLABORATION BETWEEN THE CITY OF CHARLEVOIX, THE GREAT LAKES PROTECTION FUND, THE UNIVERSITY OF MICHIGAN, THE OHIO STATE UNIVERSITY, AND THE VILLAGE OF ELK RAPIDS. THIS PROJECT SEEKS TO QUANTIFY THE REDUCTION OF POLLUTANTS IN STORMWATER RUNOFF FROM A MARINA SITE USING GREEN INFRASTRUCTURE. BIORETENTION CELLS ARE PROPOSED AT THE TWO EASTERNMOST PARKING LOT ISLANDS AT THE CHARLEVOIX MUNICIPAL BOAT LAUNCH. THIS SITE WAS CHOSEN AS IT IS AT A MARINA SITE AND IS FREQUENTLY USED BY THE PUBLIC. STORMWATER AT THE SITE RUNS OFF THE SURFACE OF THE PARKING LOT INTO LAKE CHARLEVOIX. THE WATER FROM A LARGE PORTION OF THE PARKING LOT WILL BE RE-ROUTED THROUGH THE PROPOSED BIORETENTION CELLS. THE PROPOSED DESIGN DOES NOT INCLUDE REGRADING OF THE PARKING LOT.

EROSION AND SEDIMENT CONTROL

SOIL EROSION AND SEDIMENTATION CONTROL SHALL PROTECT AGAINST LOSS OF SOIL BY THE ACTION OF WATER, ICE, GRAVITY OR WIND.

SUMMARY OF BASIC PRINCIPLES

- 1. KEEP DISTURBED AREA AS SMALL AS POSSIBLE.
- 2. STABILIZE AND/OR PROTECT DISTURBED AREAS AS SOON AS POSSIBLE.
- 3. KEEP STORM WATER RUNOFF VELOCITIES LOW.
- 4. RETAIN SEDIMENT WITHIN IMMEDIATE CONSTRUCTION AREA.

THE PURPOSE OF THIS PLAN IS TO SPECIFY METHODS FOR TEMPORARY EROSION CONTROL DURING CONSTRUCTION. IT IS INTENDED THAT MEASURES CALLED FOR IN THE SPECIFICATIONS AND SHOWN ON THESE PLANS BE STRICTLY ADHERED TO. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT CONSTRUCTION PROCEDURES UNDERTAKEN BE IN CONFORMANCE WITH PART 91 OF ACT 451 OF 1994: THE STATE OF MICHIGAN'S SOIL EROSION AND SEDIMENTATION CONTROL ACT.

ALL SOIL EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE REGULARLY MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT. COLLECTED SILT AND SEDIMENTATION SHALL BE REMOVED PERIODICALLY TO MAINTAIN THE EFFECTIVENESS OF THE SILT TRAPS OR SEDIMENTATION CONTROL DEVICES. WHERE REQUIRED THE CONTRACTOR SHALL REPLACE FILTER MATERIALS WHICH HAVE BECOME INEFFECTIVE DUE TO CONTAMINATION OR PHYSICAL DETERIORATION.

IF POSSIBLE, NO GRUBBING SHOULD BE DONE WITHIN 30' OF AN ACTIVE WATERCOURSE.

ALL TEMPORARY EROSION CONTROL FACILITIES SHOULD BE REMOVED BY THE CONTRACTOR AT THE COMPLETION OF CONSTRUCTION UNLESS ORDERED BY THE ENGINEER TO BE LEFT IN PLACE. CARE SHALL BE TAKEN DURING REMOVAL TO MINIMIZE SILTATION IN NEARBY DRAINAGE COURSES.

SURFACE DISRUPTION IN ADVANCE OF CONSTRUCTION INCLUDING CLEARING, GRADING OR SIGNIFICANT SOD REMOVAL SHALL BE LIMITED AS FOLLOWS, UNLESS PERMISSION IS OTHERWISE OBTAINED FROM THE GOVERNING AGENCY.

- A. DRY WEATHER SEASON (JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER) – 10 DAYS PRIOR TO BEGINNING ANY EARTHWORK.

THE CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN COMPLIANCE WITH PART 91 OF ACT NO. 451 OF 1994 AS AMENDED, OF THE MICHIGAN COMPILED LAWS ENTITLED "SOIL EROSION AND SEDIMENTATION CONTROL" UNDER THE CONTROL OF THE LOCAL PERMIT AGENCY CHARGED WITH ADMINISTERING THE PROVISIONS OF THIS ACT. THE CONTRACTOR SHALL FOLLOW THE PROCEDURES DELINEATED BELOW AND CONSTRUCT AND MAINTAIN THE FACILITIES SHOWN ON THE DRAWINGS TO CONTROL WATER AND WIND EROSION DURING CONSTRUCTION OF THIS PROJECT.

ALL DISTURBED SURFACE AREA (INCLUDING UTILITY TRENCHES) SHALL BE TEMPORARILY GRADED AND/OR DITCHED TO DIRECT ALL WATER RUNOFF FROM SUCH AREAS TO SEDIMENTATION CONTROL DEVICES WHICH WILL PREVENT WATER CARRYING SOIL FROM ENTERING A WATERCOURSE, SEWER, OR ADJACENT LANDS. SUCH SEDIMENTATION CONTROL DEVICES SHALL INCLUDE BUT NOT BE LIMITED TO PROTECTIVE DITCHES, SEDIMENT TRAPS, SEDIMENT FILTERS, DITCH TRAPS, PIPE BARRIERS, AND FILTERS AS DETAILED AND REQUIRED AND LOCATED ON THE DRAWINGS. AFTER THE PROJECT WORK HAS BEEN COMPLETED, INSPECTED, AND APPROVED THE CONTRACTOR SHALL REMOVE ALL SEDIMENTATION CONTROL DEVICES, MATERIAL, AND THEIR COLLECTED SILT AND DEBRIS AND COMPLETE THE PROJECT WORK IN ACCORDANCE WITH THE DRAWINGS.

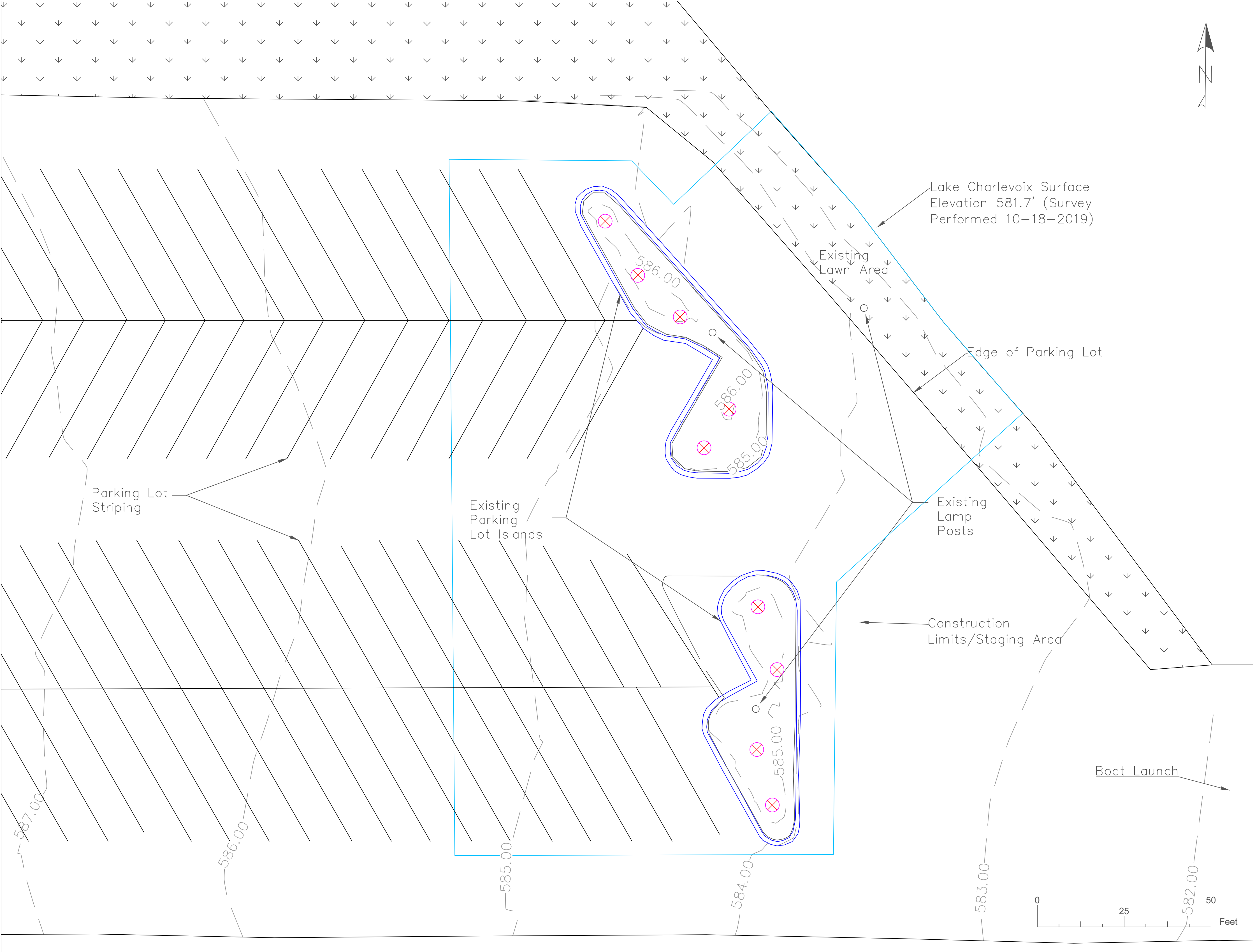
IN ROADWAY AREAS TEMPORARY AGGREGATE SURFACING SHALL BE PLACED IMMEDIATELY AFTER THE BACKFILLING OPERATION HAS BEEN COMPLETED. POSITIVE DUST CONTROL MEASURES SHALL BE TAKEN AT ALL TIMES.

BMP WATER QUALITY STRUCTURE NOTICE

THE BIORETENTION CELLS ARE A STORMWATER QUALITY BMP AND ARE AN INTEGRAL PART OF THE STORM SEWER SYSTEM DEPICTED IN THESE DRAWINGS. RESPONSIBILITY AND ASSURANCE OF PERIODIC MAINTENANCE AND THE CONTINUOUS FUNCTIONALITY OF THESE STORMWATER QUALITY DEVICES IS PERPETUAL, BEGINNING WITH THE OWNER AT THE TIME OF INSTALLATION AND CONTINUING TO ALL FUTURE OWNERS OF SAID PRIVATE STORM SEWER SYSTEM. SEE SHEET 3 OF 5 FOR POST CONSTRUCTION MAINTENANCE REQUIREMENTS.

Legend

- Existing Contours
- Existing Tree
- Benchmark



The Ohio State University

Department of Food, Agricultural, and Biological Engineering
Agricultural Engineering Building
590 Woody Hayes Drive, Columbus, OH 43210

Charlevoix Bioretention

Charlevoix Municipal Boat Launch
299 Stover Rd, Charlevoix, MI 49720

Existing Conditions

Page Number

2 of 5

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MAINTENANCE AND INSPECTION REQUIREMENTS

- INSPECTION AND MAINTENANCE ENTITY: THE CITY OF CHARLEVOIX
- INSPECTION:
- SEMI-ANNUAL: INSPECTION OF BIORETENTION CATCH BASIN.
 - SEMI-ANNUAL: ENSURE STANDING WATER AND CATTAILS ARE NOT PRESENT IN THE BIORETENTION CELL. IF SO, INITIATE MAJOR MAINTENANCE TO RESTORE FUNCTION.
- MAINTENANCE TASKS:
- SEMI-ANNUAL: REMOVE AND DISPOSE OF ACCUMULATED SEDIMENT NEAR INLET AND IN PRETREATMENT AREAS OF BIORETENTION CELL AND APPLY THE SEDIMENTS ON NEARBY VEGETATED AREAS ON SITE.
 - SEMI-ANNUAL: VEGETATION CONTROL/REMOVAL OR ADDITION OF PLANTS AND PRUNING.
 - AS NEEDED: REPAIR ANY EROSION BY RE-GRADING AND RESEEDING. INSTALL ADDITIONAL RIP-RAP IF NEEDED. SEED AND STRAW TO ENSURE GROUND COVER.

DISCHARGE NOTE:

ALL INLETS RECEIVING FLOW FROM RUNOFF, PUMPING ACTIVITIES, OR OTHER DIRECT DISCHARGES SHALL BE FITTED WITH AN INLET PROTECTION DEVICE THAT IS PROPERLY SIZED AND SECURED TO REDUCE THE DISCHARGE OF SEDIMENT INTO THE STORM SEWER SYSTEM AND RECEIVING WATER. INLET PROTECTION IS REQUIRED ON ALL INLETS RECEIVING DISCHARGE REGARDLESS OF WHETHER OR NOT THE INLET IS TRIBUTARY TO ANY DOWNSTREAM EROSION AND SEDIMENT CONTROLS. DISCHARGE HOSES USED DURING PUMPING ACTIVITIES SHALL BE FITTED WITH SEDIMENT BAGS THAT ARE PROPERLY SIZED PER MANUFACTURER’S RECOMMENDATIONS REGARDLESS OF WHAT OTHER SEDIMENT CONTROLS ARE IN PLACE FURTHER DOWNSTREAM. SEDIMENT BAGS MUST BE PROPERLY SECURED TO DISCHARGE HOSE AND PLACED OVER VEGETATED AREAS, WHERE FEASIBLE, DURING DISCHARGE.

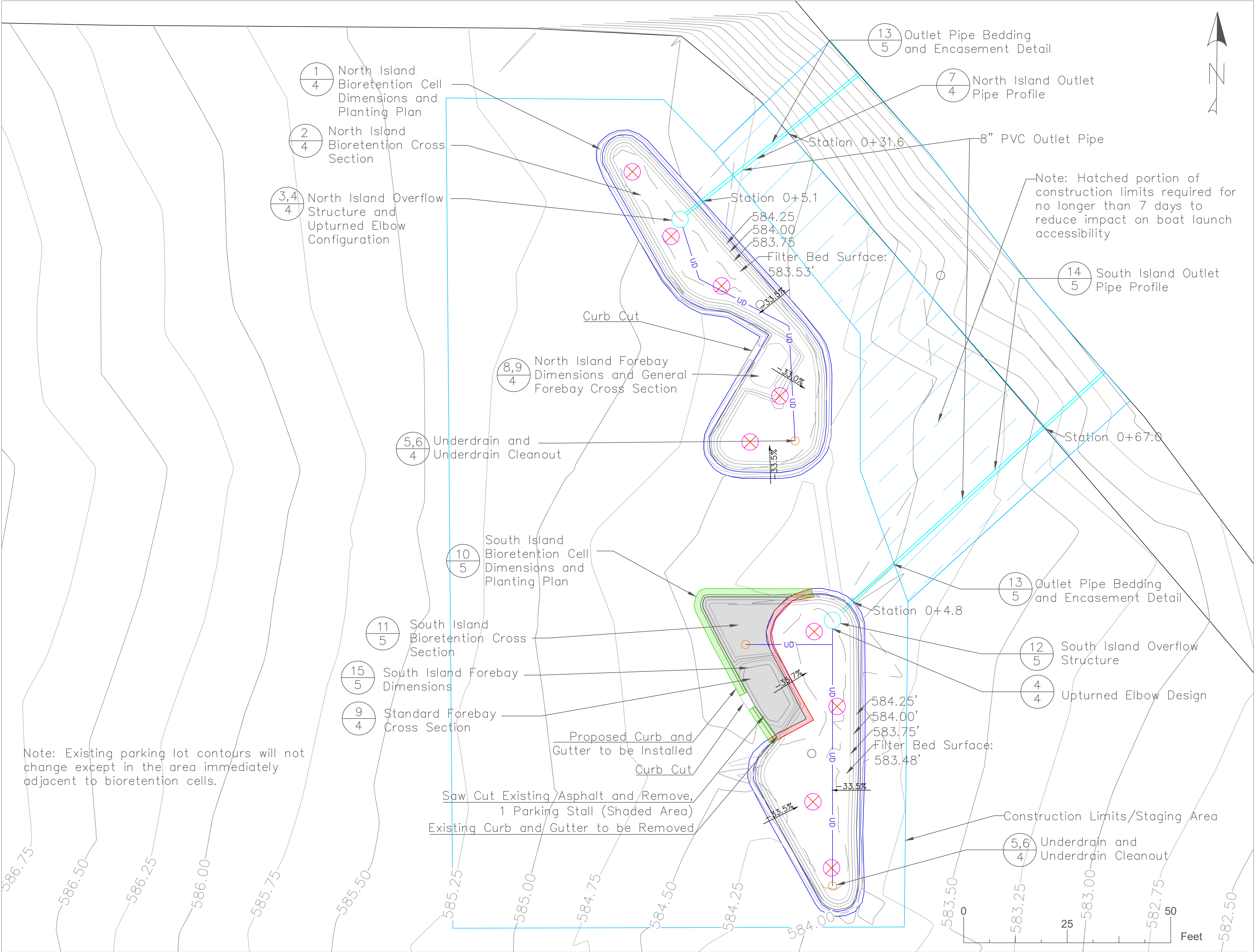
ESTIMATE OF QUANTITIES		
UNIT	QUANTITY	DESCRIPTION
LF	55	CURB REMOVAL
SF	390	ASPHALT REMOVAL
LF	70	CURB INSTALLATION
CY	90	BIORETENTION MIX
LF	151	4" PERFORATED PVC UNDERDRAIN
CY	190	EXCAVATION
EACH	25	SWAMP MILKWEED-1 GALLON POTS
LBS	0.5	BLACK EYED SUSAN SEED
EACH	80	BLUE FLAG IRIS-3.5" POTS
EACH	150	SOFT-STEMMED RUSH-3.5" POTS
CY	20	MULCH
LF	142	8" SOLID WALL PVC
CF	258	6" RIP RAP
CF	50	AASHTO NO.1 STONE

Legend

- Existing Contours
- Existing Lamp Post
- Existing Tree to be Removed
- Existing Asphalt to be Removed
- Existing Curb and Gutter to be Removed
- Proposed Curb and Gutter to be Installed
- Proposed Contours
- UD

Proposed Underdrain
- Proposed Underdrain Cleanout
- Proposed Catch Basin
- Proposed Outlet Pipe
- A
B

Detail Name
- Label for Detail No. A on Sheet B



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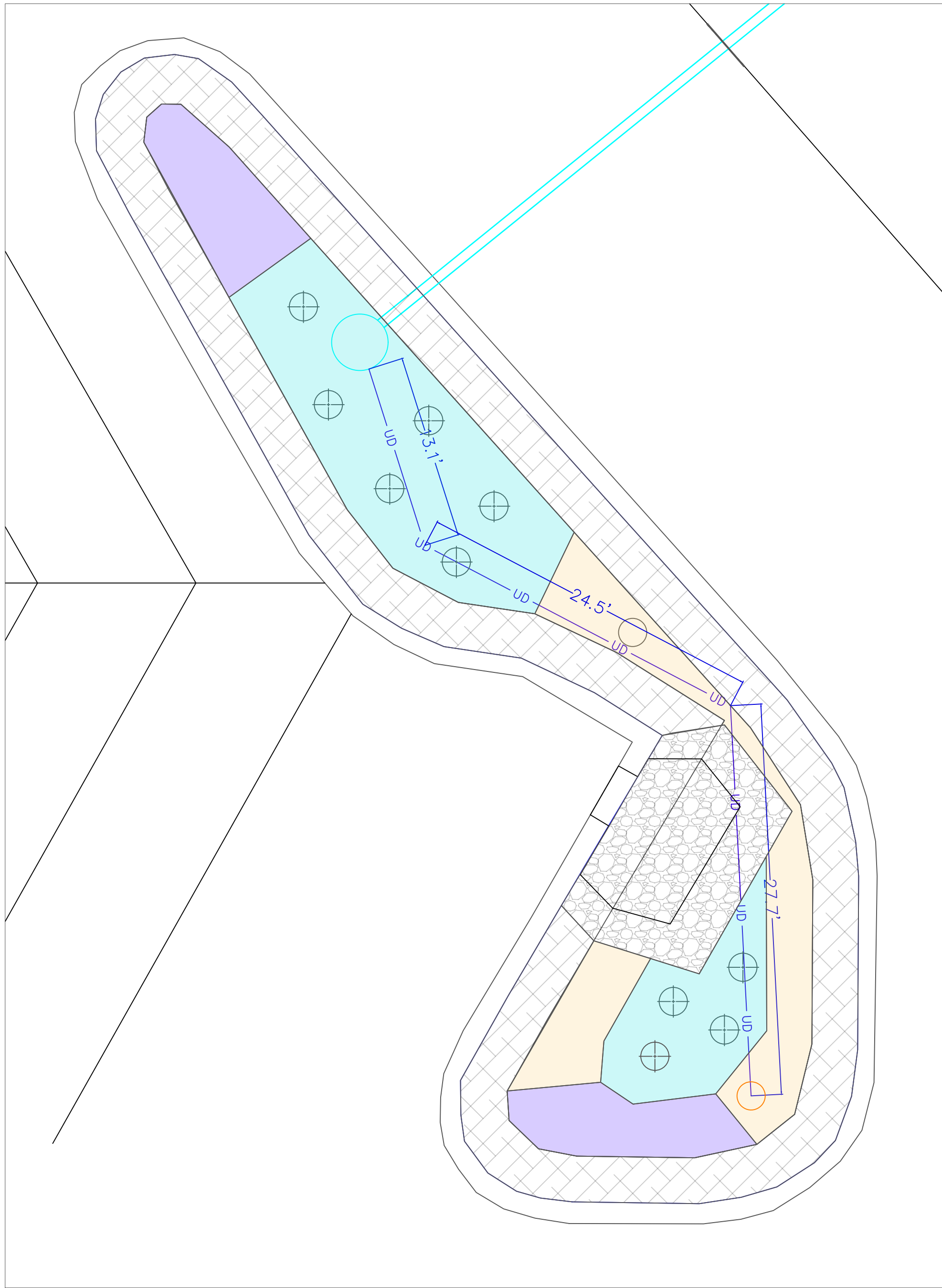
Charlevoix Bioretention

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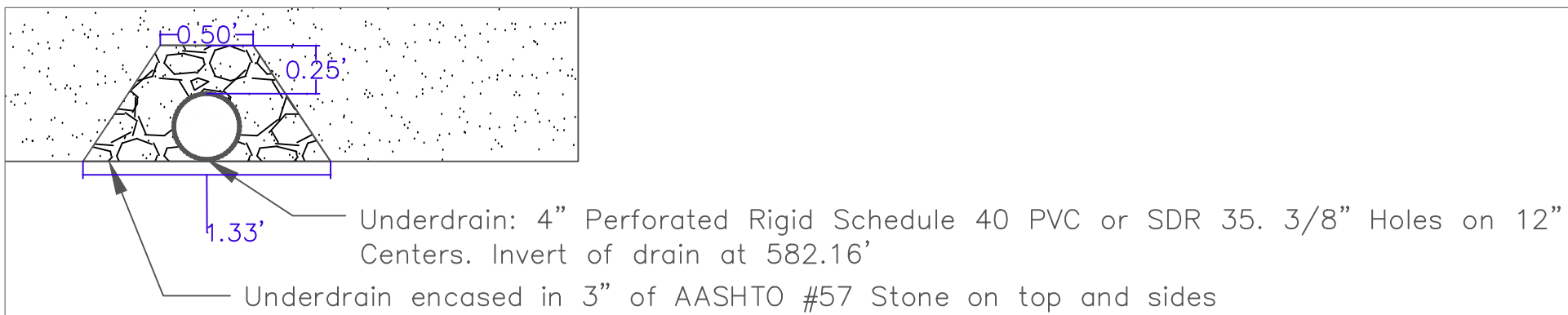
Proposed Design

Page Number

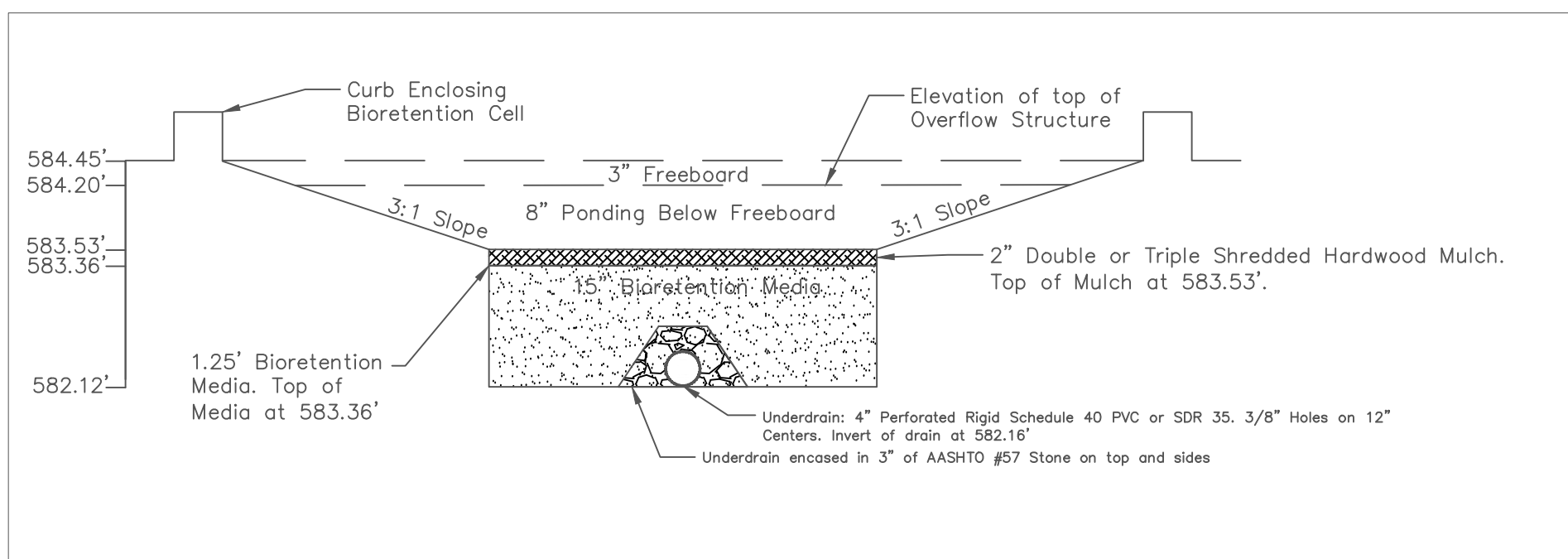
3 of 5



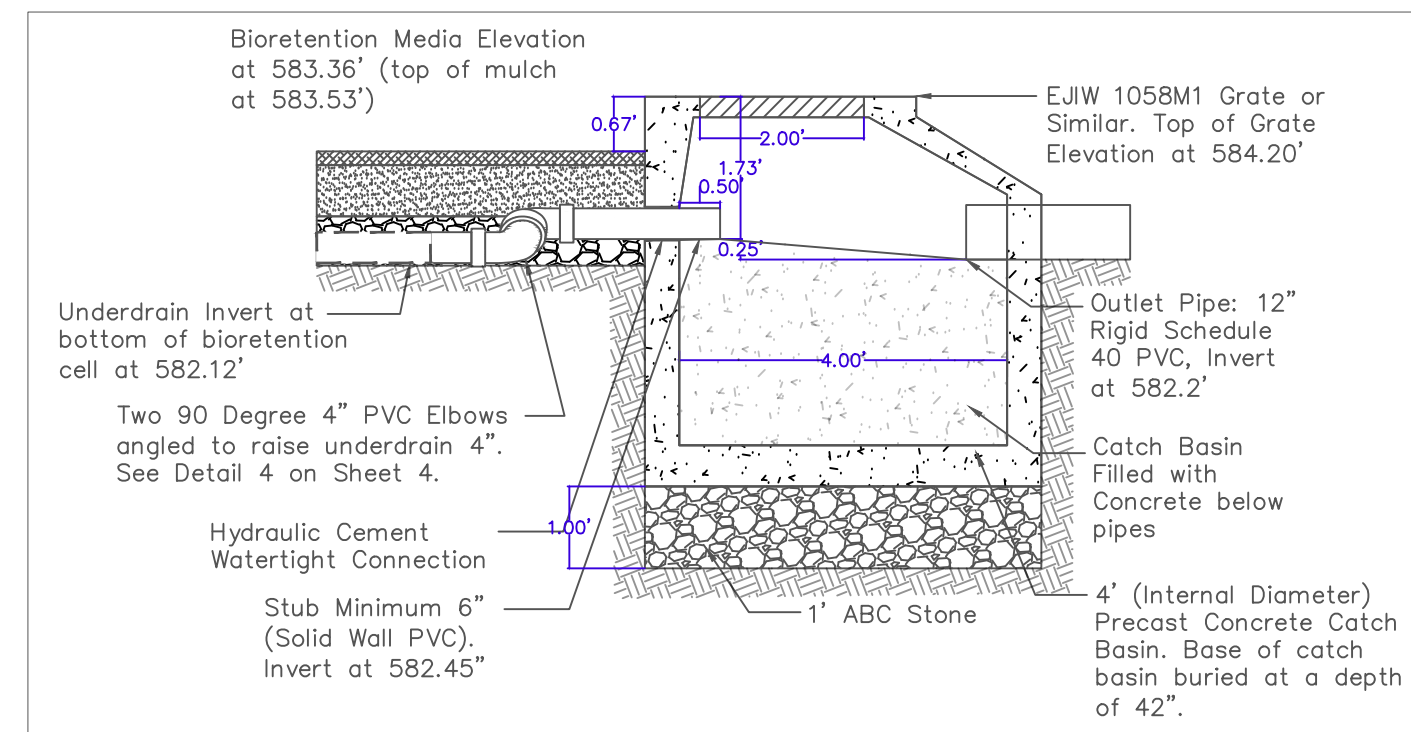
1 North Island Bioretention Dimensions and Planting Plan
Not to Scale



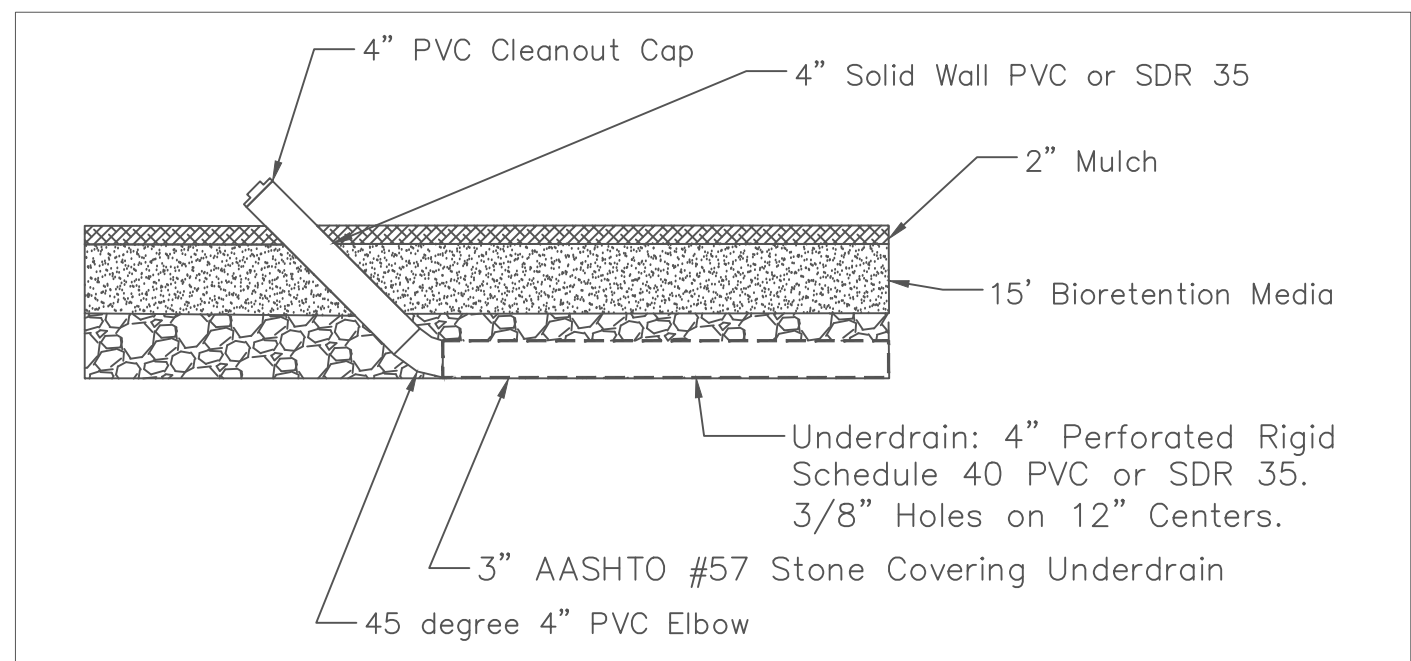
6 Standard Underdrain Detail
Not to Scale



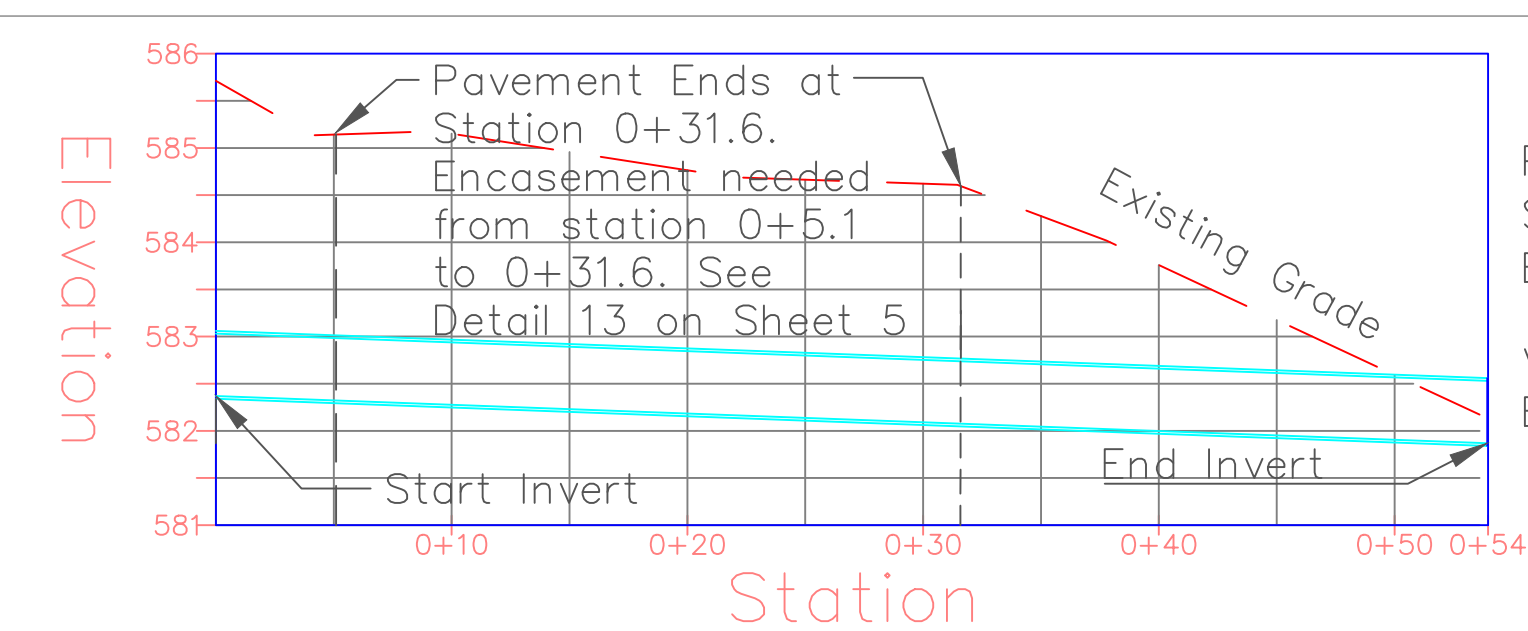
2 North Island Bioretention Cross Section
Not to Scale



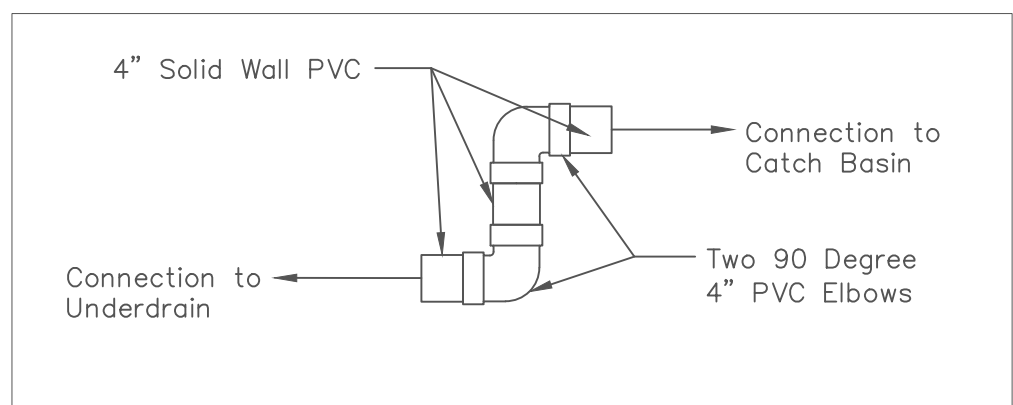
3 North Island Overflow Structure
Not to Scale



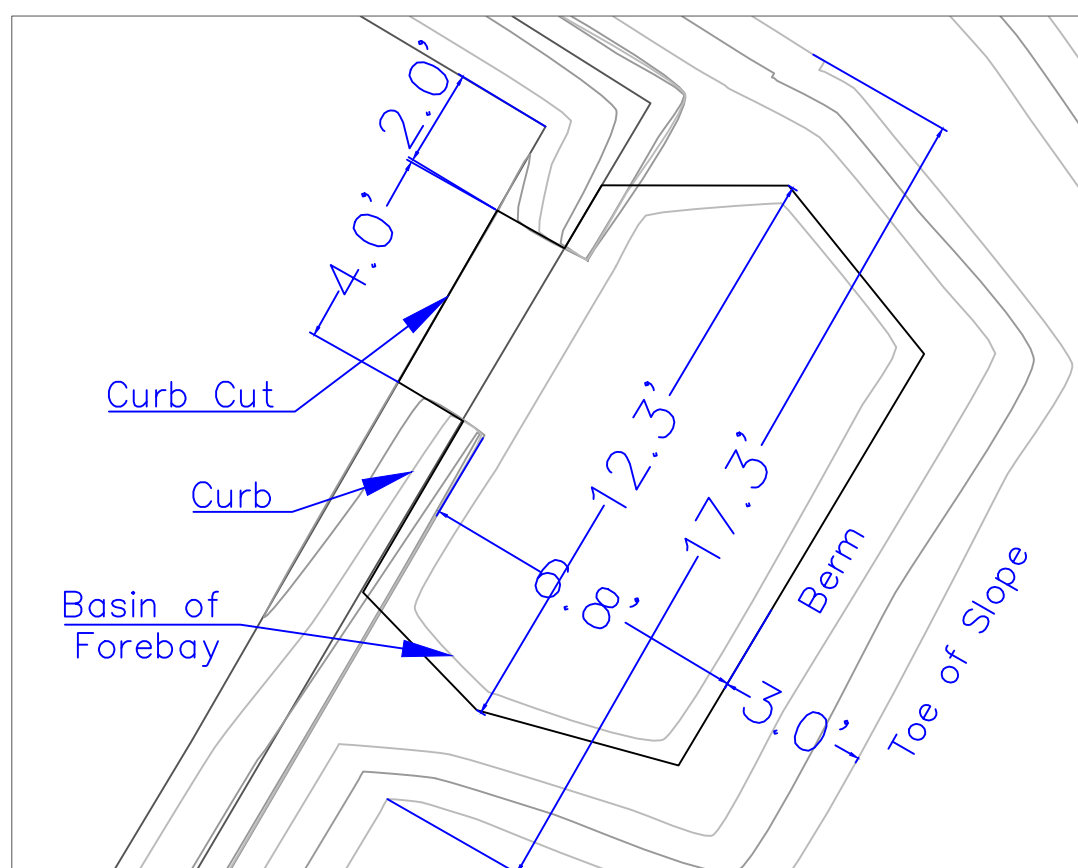
5 Standard Underdrain Cleanout Design
Not to Scale



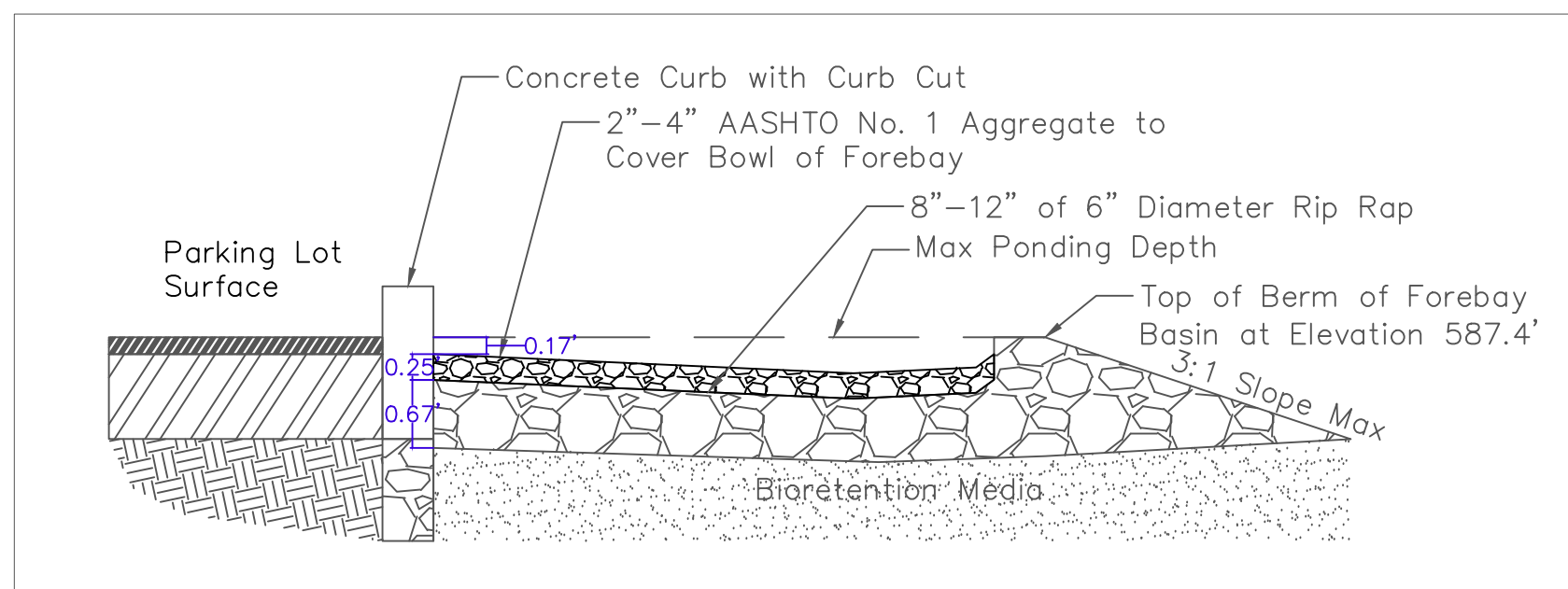
7 North Island Outlet Pipe Profile
Not to Scale



4 Standard Arrangement of PVC Elbows Attaching Underdrain to Catch Basin
Not to Scale



8 North Island Forebay Detail
Not to Scale



9 Standard Forebay Cross Section
Not to Scale

- GENERAL NOTES FOR NORTH AND SOUTH ISLAND CONSTRUCTION:
1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
 2. INSTALL ALL SEWER PIPING IN ACCORDANCE TO MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS.
 3. PONDING DEPTH SHOULD NOT EXCEED PAVEMENT EDGE.
 4. WHERE POSSIBLE, EXCAVATION SHOULD BE PERFORMED WITH A TRACKHOE OR BACKHOE FROM THE SIDES AND OUTSIDE OF THE BIORETENTION CELL'S FOOTPRINT TO AVOID SOIL COMPACTION. LOW GROUND PRESSURE TRACKED EQUIPMENT SHOULD COMPLETE WORK IF NECESSARY TO WORK IN THE BIORETENTION CELLS.
- GENERAL BIORETENTION NOTES:
1. BIORETENTION CELL SOIL MIX:
 - 1.1. COMPOSED OF 50 TO 60% SHARP SAND, 20 TO 30% TOPSOIL, AND 20 TO 30% COMPOST.
 - 1.2. UNIFORM MIX, FREE OF STONES, STUMPS, ROOTS, OR OTHER SIMILAR OBJECTS LARGER THAN 2 INCHES, EXCLUDING MULCH.
 - 1.1. NO OTHER MATERIALS OR SUBSTANCES THAT MAY BE HARMFUL TO PLANT GROWTH OR PROVE A HINDRANCE TO THE PLANTING OR MAINTENANCE OPERATIONS SHALL BE MIXED OR DUMPED WITHIN THE BIORETENTION AREA.
 2. MULCH:
 - 2.1. DOUBLE OR TRIPLE SHREDDED FROM MIXED HARDWOOD SPECIES.
 - 2.2. WELL AGED (AT LEAST 6 MONTHS OLD).
 - 2.3. UNIFORM TEXTURE FREE OF SAWDUST, FOREIGN MATERIALS, AND ARTIFICIALLY INTRODUCED CHEMICAL COMPOUNDS THAT WOULD BE DETRIMENTAL TO PLANT OR ANIMAL LIFE.
 - 2.4. SUITABILITY OF MATERIAL AND SIZE SHALL BE DETERMINED BY ENGINEER USING VISUAL INSPECTION.
 3. UNDERDRAIN:
 - 3.1. UNDERDRAIN GRAVEL BLANKET: 1-INCH TO 1-1/2-INCH DOUBLE WASHED STONE (AASHTO #57).
 - 3.2. 4 INCH PVC PERFORATED PIPE.
 - 3.3. UNDERDRAINS ARE TIED INTO EXISTING CATCH BASINS BY CUTTING HOLE IN CONCRETE. CONNECTION EDGES MUST BE SEALED WITH HYDRAULIC CEMENT AND WATERTIGHT. 6" SOLID WALL PVC STUB REQUIRED ON SIDE OF CATCH BASIN.

LANDSCAPE LEGEND

- Double or Triple Shredded Hardwood Mulch
- Forebay area with AASHTO No. 1 Stone or Similar covering 6" Rip Rap (No larger than 12")
- Swamp Milkweed (*Asclepias incarnate*)— 1 Gallon Pots
- Soft-Stemmed Rush (*Juncus effusus*)— Plugs planted on 24" centers, leaving 1 foot perimeter around Swamp Milkweed individuals
- Blue Flag Iris (*Iris versicolor*)— 1 Gallon pots planted on 18" centers
- Black Eyed Susan (*Rudbeckia hirta*)— Seeded

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Department of Food, Agricultural, and Biological Engineering
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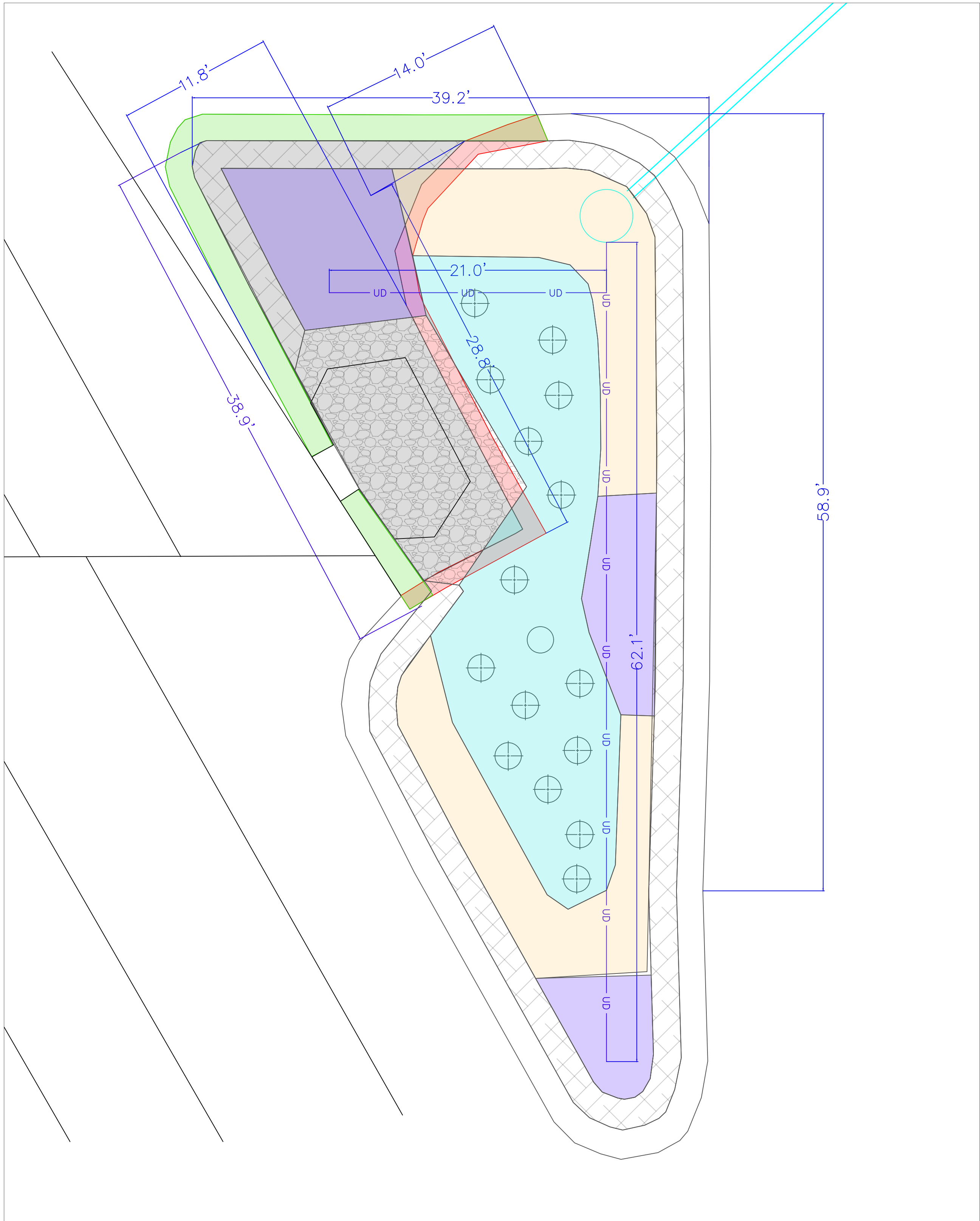
Charlevoix Bioretention

Charlevoix Municipal Boat Launch
299 Stover Rd, Charlevoix, MI 49720

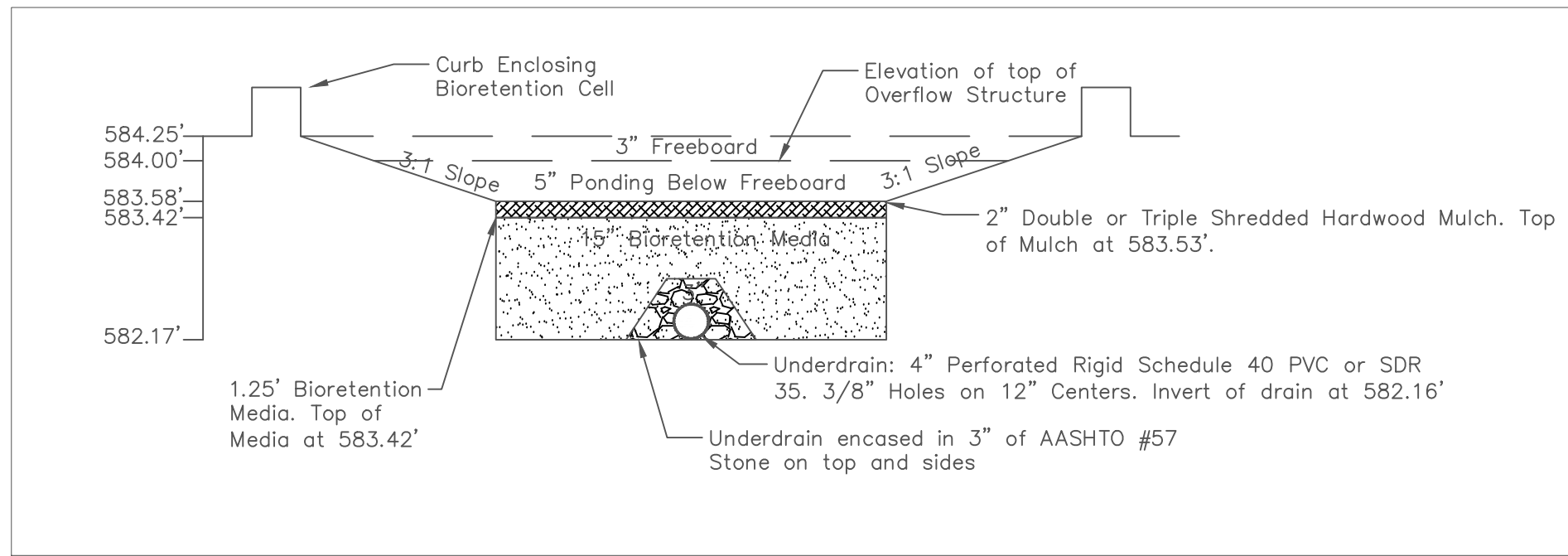
Design Details 1

Page Number

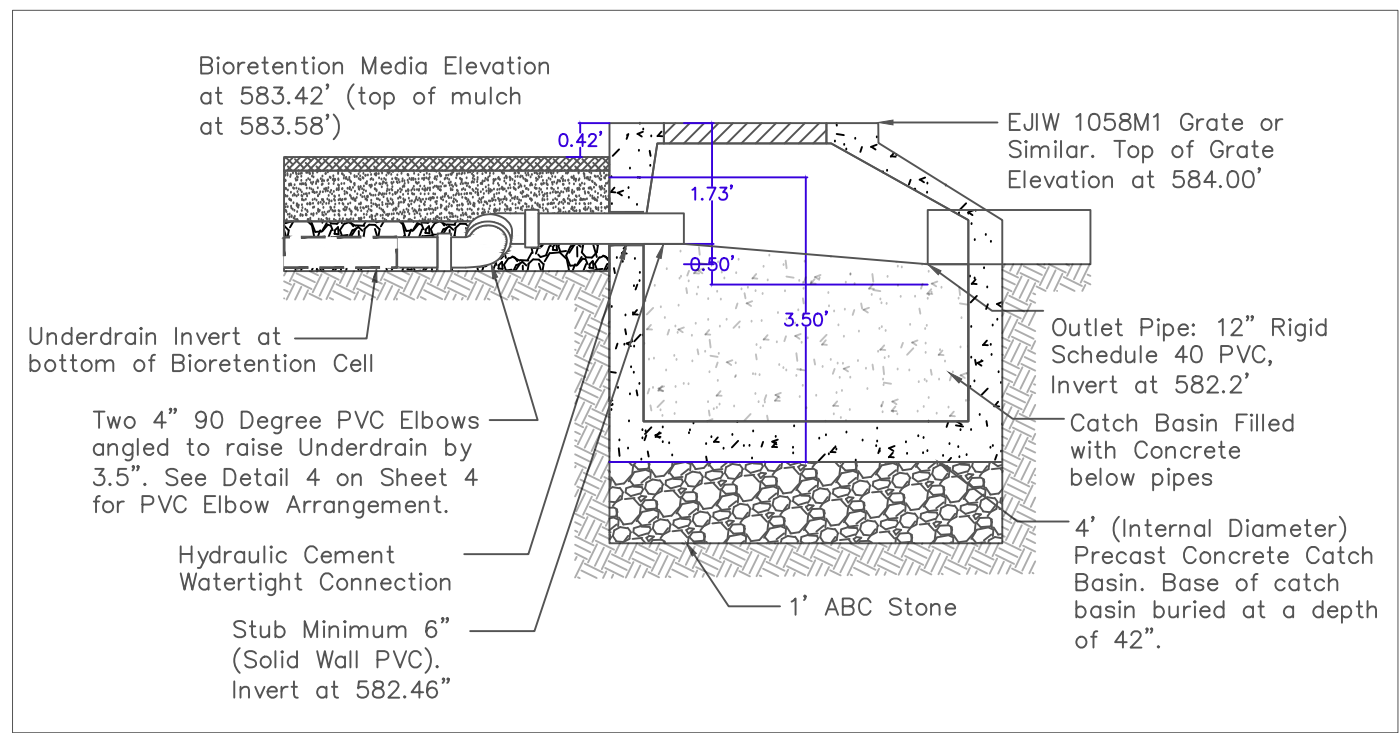
4 of 5



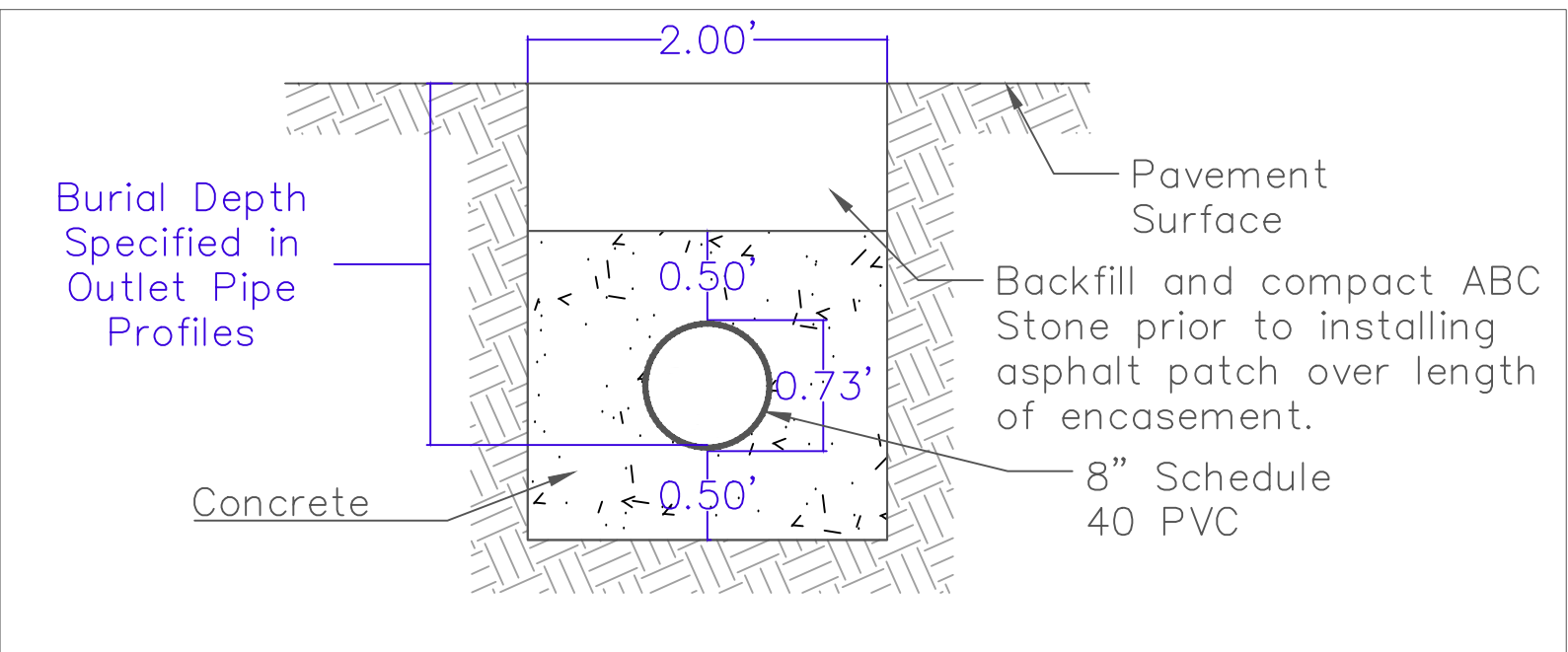
10 South Island Bioretention Dimensions
Not to Scale



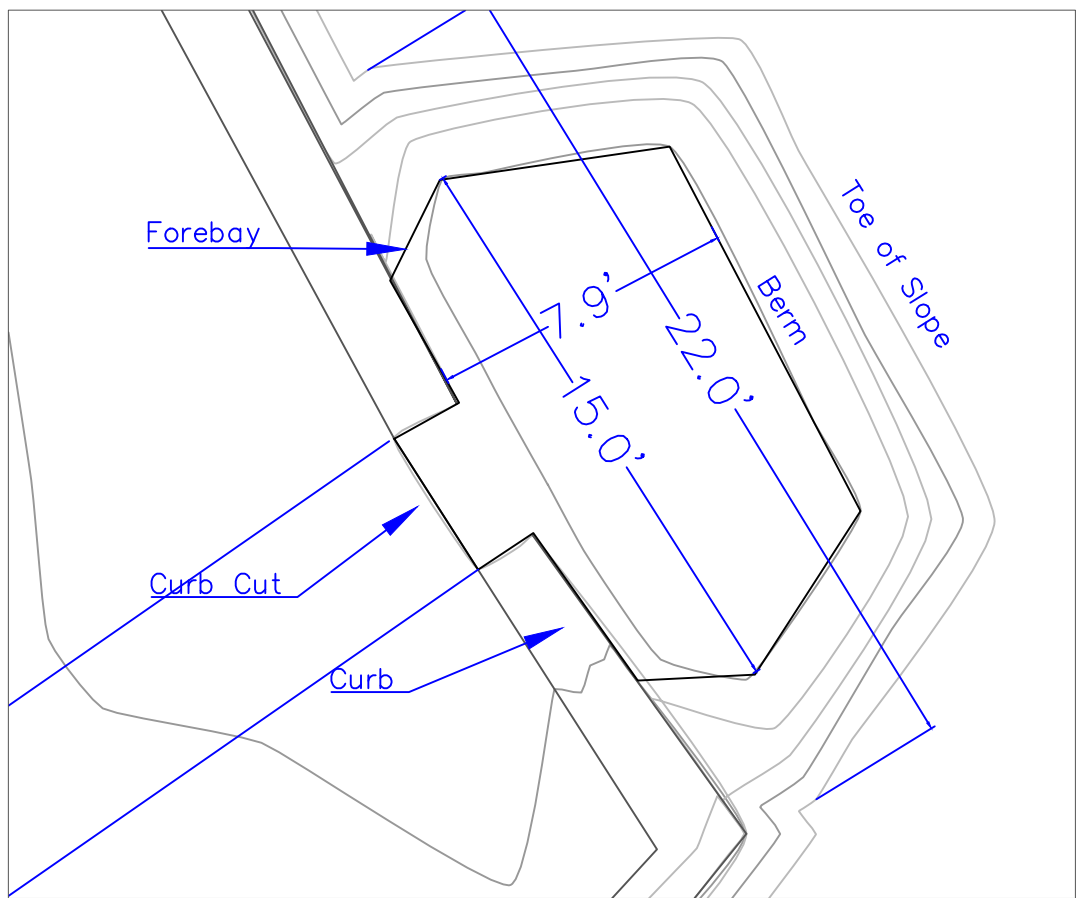
11 South Island Bioretention Cross Section
Not to Scale



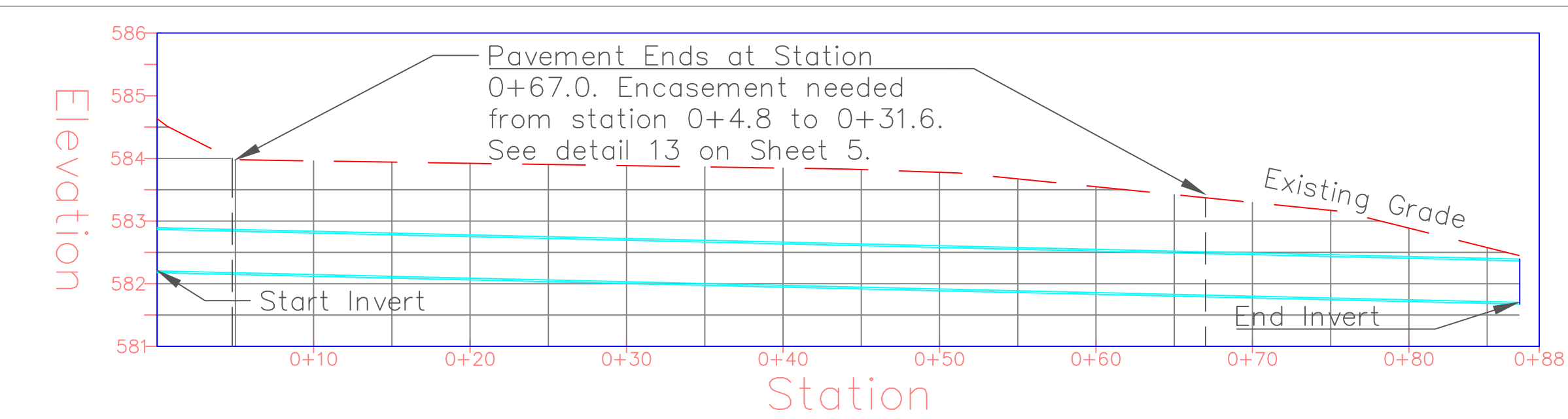
12 South Island Overflow Structure
Not to Scale



13 Standard Outlet Pipe Bedding and Encasement
Not to Scale



15 South Island Forebay Detail
Not to Scale



14 South Island Outlet Pipe Profile
Not to Scale

Pipe Material: 8" PVC
Start Invert: 582.2'
End Invert: 581.7'

Vertical
Exaggeration: 4

The Ohio State University

Department of Food, Agricultural, and Biological Engineering
Agricultural Engineering Building
590 Woody Hayes Drive, Columbus, OH 43210

Charlevoix Bioretention

Charlevoix Municipal Boat Launch
299 Stover Rd, Charlevoix, MI 49720

Design Details 2

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CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: May 18, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Certified Local Government Approval

Charlevoix was recently approved by the National Park Service under the National Historic Preservation Act, as recommended by the State Historic Preservation Office, for Certified Local Government status, after a long and arduous process. The City was able to demonstrate its commitment to preservation, a key criteria for approval. This will give the City access to other tools and resources, including grant funding which could be used for planning or for implementation of projects. (More information can be found by going to: www.nps.gov/clg).

B. South Pier Fix

We believe the Army Corps of Engineers will again be fixing the South Pier walkway in the next few days. You'll recall this same area has broken several times in recent years as high water pushes wave action closer to the cement of the walkway.

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: Mayor and Council Comments

DATE: May 18, 2020