



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, June 1, 2020- 6:00 PM
Held virtually by Zoom (instructions in the agenda)

1. Pledge of Allegiance

- A. Zoom Log-in Information

2. Roll Call

3. Presentations

- A. Recreation Department Updates
Kent Knorr, Recreation Director

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - May 18, 2020
- B. Accounts Payable and Payroll Check Registers
- C. Building Authority Commission Reappointment: Treasurer McGinn
- D. PA 95 Opt In/Out
- E. Marina Seasonal Slip Holders Account Credit
- F. Water Plant Pump #1 Service

6. Public Hearings and Actions Requiring Public Hearings

- A. Public Hearing: Ordinance 818 Right-of-Way Construction Activities
Mark L. Heydlauff, City Manager
- B. Public Hearing: Ordinance 819 Fireworks
Gerard Doan, Police Chief
- C. Public Hearing: Ordinance 820 Small Wireless and Pole Attachment
Don Swem, Electric Department
- D. Outdoor Sales and Sidewalk Use
Mark L. Heydlauff, City Manager; Jonathan Scheel, Zoning Administrator; Kathy Egan, Planner

7. All Other Actions and Requests

- A. Lease of Commercial Dock Space
Council Members Oleksy, Slater, and Cole
- B. Commercial Dock Variance Request
Kent Knorr, Recreation Director
- C. Request from BLOOM & The Cantina to Improve Safety of Van Pelt Alley
Lindsey Dotson, Main Street DDA Director
- D. Bridge Street Taproom Outdoor Dining
Jonathan Scheel, Zoning Administrator
- E. 2020 Permit Parking Rules and Process
Mark L. Heydlauff, City Manager
- F. Council Appointment
Joyce M. Golding, City Clerk

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 Log-in Information

DATE: June 1, 2020

BACKGROUND:

Topic: City Council Meeting for June 1, 2020

Time: May 28, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93551727689?pwd=aWcrYjISWUhITmpaMXpSalp4WjQ4Zz09>

Meeting ID: 935 5172 7689

Password: 477694

One tap mobile

+13126266799,,93551727689#,,1#,477694# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 935 5172 7689

Password: 477694

Find your local number: <https://zoom.us/u/adghKPthPh>

CHARLEVOIX CITY COUNCIL

Presentations

TITLE: Recreation Department Updates

DATE: June 1, 2020

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

The Recreation Department has taken an active role to provide guidance, leadership, and action during the COVID-19 crisis.

On March 18th we signed a joint statement with the National Parks and Recreation Association encouraging using Parks and Open Space while social distancing. By March 27th over 1000 communities had signed on to this initiative.

During the past ten weeks, we have been able to keep open our trails, beaches, open park space and disc golf. Those activities never closed. National studies are indicating increased usage on trails may be up by as much as 80%. We believe that parks, trails and open spaces continued to be used in a safe manner that allows people to enjoy the mental and physical health benefits these spaces provide.

In March, we made decision to close playgrounds, tennis courts, basketball courts, and volleyball courts based on strong recommendations from the CDC and NRPA. We also observed locally, that early efforts to encourage safe social distancing were not being followed.

Early on, the Recreation Department began to participate in a number of initiatives with various local and national groups to work towards reopening programs, locations, and activities in a safe manner. We have participated in regular meetings, sought and shared advice with MPARKS, Michigan Farmers Market Association, American Camping Association, Knuckles Knorth Recreation Association, NRPA, the Health Department of Northwest Michigan and the State of Michigan Outdoor Recreation Working Group.

Decision making on what was closed, and now slowly reopened was made with safety to the community and our staff at the forefront. We have worked closely with the City Manager before closing a number of recreational opportunities. We have worked diligently to establish best practices before restarting these opportunities.

We are happy to report that we are making strides to open more opportunities in the community. In the last month we have opened the golf course, the farmers market, and the marina docks. We anticipate opening by the end of May playgrounds, tennis courts, basketball courts, the skate park, the clubhouse, and the marina building.

We are working hard to ensure that we can offer a day camp to families that are returning to the workplace.

There will still be a number of challenges as we move forward. We may again need to close or modify certain activities if safe social distancing is not being observed. We will continue to work with user groups to slowly and safely reintroduce both youth and adult sports.

The value and essential need for recreational activities and opportunities has been keenly highlighted over the course of the last three months. We are lucky to live in a community with so many ways in which we can encourage a healthy lifestyle through recreational opportunities.

ATTACHMENTS:

- ▣ Reopening Activities Timeline
- ▣ Maina Anticipated Changes
- ▣ Sample Signs
- ▣ Sample Golf Course Signs

Recreation Department Operations
Opening Timeline

Activity	Phase One	Phase Two	Phase Three	Phase Four	Phase Five	Phase Six
	Continuous beginning in March	May 1	May 21	May 29	TBD	TBD
Trails	Encouraged as a means of healthy and safe activity					
Open Park Space	Encouraged as a means of healthy and safe activity					
Beaches	Encouraged as a means of healthy and safe activity. Social Distancing encouraged					
Disc Golf	Encouraged as a means of healthy and safe activity	Installed new signs reminding users to limit group size and only play w/ people you isolate with				
Sports Fields	The fields are immediately available. NO TEAM SPORTS ALLOWED					

Recreation Department Operations
Opening Timeline

Activity	Phase One	Phase Two	Phase Three	Phase Four	Phase Five	Phase Six
	Continuous beginning in March	May 1	May 21	May 29	TBD	TBD
Farmers Market			First Market May 21 with increased spacing, hand washing stations, required mask and signage			
Marina		Docks Available		Open of building including laundry facilities and showers. Lounge and kitchen not available to public.		
Golf Course		Honor System and opened based on Executive Order	Roll out Pay online options	Clubhouse Opening-		

Recreation Department Operations
Opening Timeline

Activity	Phase One	Phase Two	Phase Three	Phase Four	Phase Five	Phase Six
	Continuous beginning in March	May 1	May 21	May 29	TBD	TBD
Playgrounds				No Planned Sanitizing. Create new signage-open use at own risk. Social Distancing encouraged.		
Basketball Court				Install Rims And New Signage. Small Group Play Encouraged		
Tennis/Pickleball Courts				Install Nets and New Signage.		
Restrooms				Most public restrooms open with regular cleaning		
Skate Park				Limited # of skaters, limited hours.		

Activity	Phase One	Phase Two	Phase Three	Phase Four	Phase Five	Phase Six
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Recreation Department Operations
Opening Timeline

	Continuous beginning in March	May 1	May 21	May 29	TBD	TBD
Day Camp					CDC Guidelines, Advice from ACA will help to determine what camp will look like this year. Anticipate smaller number of campers, lots of safety procedures and protocol.	
Ski Hill					Anticipate normal opening with modifications for staff and user safety	
Spray Pool					Should be able to open per CDC guidelines. Will need new signage and may need a capacity number	
Bike Share					Need to establish sanitizing after each ride.	

Activity	Phase One	Phase Two	Phase Three	Phase Four	Phase Five	Phase Six
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Recreation Department Operations
Opening Timeline

	Continuous beginning in March	May 1	May 21	May 29	TBD	TBD
Pavilions					Need additonal information from the CDC/Health Dept regarding group sizes	
Adults Sports						x
Youth Sports						x

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

Treat People Like
Wildlife
Observe from a
distance

Maintain 6 Foot
Social Distancing



CITY OF CHARLEVOIX
**Recreation
Department**



CITY OF CHARLEVOIX
Golf Club

Club House Rules:

Only **TWO** customers
allowed in the Club House
at one time.

For your safety and our staffs safety.



CITY OF CHARLEVOIX
Golf Club

Club House Rules:

**Face Coverings are
MANDATORY in the Club
House.**

For your safety and our staffs safety

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - May 18, 2020

DATE: June 1, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 18, 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, Janet Kalbfell, Tom Oleksy, Brian Slater
Members Absent: Shane Cole, Aaron Hagen
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

Kalbfell recused herself from Item 7.C.

5. Consent Agenda

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

- A. City Council Meeting Minutes – May 4, 2020
- B. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – May 19, 2020
 - b. ACH Payments – May 4, 2020 to May 15, 2020
 - c. Payroll Check Register – May 15, 2020
 - d. Payroll Transmittal – May 15, 2020
 - e. Tax Disbursement – May 19, 2020
- C. EMS 2% Grand Traverse Band Grant – funds application for Stryker power stretcher \$26,253
- D. Airspace Agreement – between Charlevoix Municipal Airport and Dvoracek Field (Dana Dvoracek)
- E. Fish Cleaning Station Waste Removal Bid – award two-year contract to John Cross Fisheries for \$6,500 per year

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

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

6. Public Hearings & Actions Requiring Public Hearings

A. Set Public Hearing: Small Wireless and Pole Attachment Ordinance

City Manager Heydlauff stated that the proposed ordinance regulates the installation of small cell wireless communication facilities and closely matches the state law. It covers cases where the equipment is placed on existing poles as well as placement of new poles. He stated that 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, we have drafted agreements for any attachers that want to use our right of ways and poles. The Standard Pole Attachment Agreement covers all communication attachments to our poles and the Wireless Addendum covers antennas attached to our poles.

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

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

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

Motion by Slater, second by Bryan 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.

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

B. Set Public Hearing: Fireworks Ordinance

DRAFT

Chief Doan stated that the proposed ordinance would be 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.

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

Motion by Kalbfell, second by Slater 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.

Yeas: Slater, Oleksy, Kalbfell, Bryan

Nays: None

Absent: Cole, Hagen

7. All Other Actions & Requests

A. Spring/Fall 2020 Refuse Collection Bid

City Manager Heydlauff stated that Staff released a bid request for a spring/fall large item refuse collection. This service would be a curbside pickup and would be limited to two cubic yards per household. On May 11, 2020 we opened two sealed bids from American Waste and Little Traverse Disposal. He stated that the bids were very close in overall cost with the main difference between the two bids being the timing for the proposed pick up dates. Little Traverse Disposal proposed an early spring and late fall pickup which Council felt was beneficial.

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

Motion by Kalbfell, second by Slater to approve the refuse bid from Little Traverse Disposal.

Yeas: Slater, Oleksy, Kalbfell, Bryan

Nays: None

Absent: Cole, Hagen

B. Summer Staff Reductions

City Manager Heydlauff stated that with 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. Going forward, he recommended trimming some seasonal hires in part because we will likely have reduced use of some assets like our marina. He noted that the revenue picture going forward is uncertain and there are some areas where he expected increased costs in response to the need for PPE and other items.

After discussion with Staff, City Manager Heydlauff recommended reducing cemetery operations by one person, DPW operations by four people, golf course operations by one person, and modify staffing at the marina as needed. He also noted that specific work items would be directly affected by reduced staff levels. Altogether, he felt this would save roughly \$40,000-50,000. As a result of the Venetian Festival cancellation, he anticipated an additional \$20,000 in savings.

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

Motion by Kalbfell, second by Bryan 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.

Yeas: Slater, Oleksy, Kalbfell, Bryan

Nays: None

Absent: Cole, Hagen

C. Marina Commercial Dockage RFP

Kalbfell recused herself. Recreation Director Knorr stated that due to the current COVID-19 conditions, we have already experienced a number of operational changes at the City Marina for the 2020 season. 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 was from our current vendor, Captain John Kalbfell of Little Traverse Charters LLC and the second from Captain Kent Seymour of Whitecap Charters. He stated that both submitted proposals for charter services which are intended to cater to primarily the tourist industry.

Mayor Kurtz opened the item to public comment:

- Josh Mack, Sunshine Charters, expressed concerns over his experience with Little Traverse Charters.
- Tom Kapanoske questioned how long Whitecap Charters has been in business.
- Kent Seymour, Whitecap Charters, commented that he has been in business for about 15 years, purchased a larger boat and does about 50-70 charters a year.
- John Kalbfell, Little Traverse Charters, explained his experience with Mr. Mack, stated his business model is different than fishing charters and had about 27 charters last year.

Motion by Slater to require the selected charter service to be available 5 days a week. Motion died for lack of support.

Motion by Bryan, second by Slater to award Little Traverse Charters, LLC the Commercial Dockage and authorize the City Manager to move forward with signing a Boat Docking agreement with the selected vendor.

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

D. Community Foundation Grant Application: Public Hand Sanitizing

City Manager Heydlauff stated that the Charlevoix County Community Foundation 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 way to help stop the spread of the virus and provide an extra level of comfort for folks to enjoy outdoor spaces. He requested 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.

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

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

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

E. Community Foundation Grant Application: DDA

DDA Director Dotson stated that Charlevoix Main Street DDA will be applying for the Organizational Support grant made available by the Charlevoix County Community Foundation. 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. She stated that the Economic Vitality Committee created a task force to manage this grant, and ultimate approval will lie with the Main Street DDA Board of Directors.

Mayor Kurtz opened the item to public comment:

- Chamber President Sarah Hagen, DDA Chair Maureen Owens, and Perry Irish Hodgson were in support.

Motion by Kalbfell, second by Oleksy 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.

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

F. Keep Charlevoix Beautiful Watering Agreement

City Manager Heydlauff stated that Keep Charlevoix Beautiful proposed to conduct all watering work associated with the petunias this year. We would still support them with water and some equipment but they would find the labor, thus reducing some of our staffing and related costs. In support of this, he noted that we would cover their watering costs of \$8,400. As they are transitioning to baskets and the added expense of them, the City Manager also suggested we add an additional \$1,600 to this request for an even \$10,000.

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

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

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

G. Social Distancing and Parking Modifications

Mayor Kurtz stated that many parts of Charlevoix will be different as we re-open and welcome second home owners back to our community. In order to accommodate social distancing along Bridge Street, he recommended the following plan:

- Starting May 22, from Friday morning until Monday morning (Tuesday for the Memorial Day weekend), parking spaces in front of Bridge Street businesses along the west side from the bridge to Antrim Street and the east side from Park Avenue to Antrim Street, will be converted to pedestrian walking areas and to allow for more outdoor dining.
- Starting June 26, this arrangement will move to seven days a week.
- Staff will find strategic locations for curbside pickup service throughout the City within a block of each business.
- This plan will remain flexible so that if there is a need to move the June 26th date forward or back, we can.
- Staff will prepare language to amend the ordinance allowing retail merchandise outside.

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

Motion by Bryan, second by Slater to approve the [Bridge Street social distancing] plan.

Yeas: Slater, Oleksy, Kalbfell, Bryan

Nays: None
Absent: Cole, Hagen

H. Boat Launch Stormwater Retrofits

City Manager Heydlauff stated that the Great Lakes Protection Fund approached us this winter about the prospect of installing bioretention cells at the Ferry Avenue Boat Launch in place of the existing landscaping islands. Staff has reviewed and believe this would be beneficial. He stated that there is no cost for the City to have this installed.

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

Motion by Kalbfell, second by Slater 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.

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

8. **Reports & Communications**

A. Public Comments

- Darlene Klein commented on the Courier's article regarding the DDA and the Open Meetings Act.

B. City Manager Comments

- Reviewing the latest Executive Order with respect to re-opening the City
- Army Corps of Engineers began work on repairing the pier
- New phone system will be installed next week
- Utility shutoff and late fee moratorium ended on May 31; a repayment plan is being developed

C. Mayor & Council Comments

- Oleksy questioned Hotel Earl's parking; the City Manager replied that the Planning Commission approved the site plan
- General thanks to City employees and first responders
- Bryan questioned the status of the redesign of Ferry Beach

9. **Other Council Business**

Motion by Kalbfell, second by Oleksy to extend [the shutoff and late fee moratorium] until July 31, 2020.

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

10. **Adjourn**

The Mayor adjourned the meeting at 8:46 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Regular Accounts Payable – 05/19/2020			
ACCUMED GROUP, THE	2,329.52	EMERGENCY MEDICAL PRODUCTS INC	259.98
ACE HARDWARE	1,127.65	EYES ONLY MEDIA LLC	2,670.00
AIMESBURY, RACHAEL	75.00	FASTENAL COMPANY	109.72
AMERICAN LEGAL PUBLISHING CORP	292.70	FREEDOM MAILING SERVICES INC.	2,253.42
AMERICAN WASTE INC.	1,060.00	GEMPLER'S	106.93
AT YOUR SERVICE PLUS INC	345.00	GREAT LAKES PIPE & SUPPLY	520.64
AUTO VALUE	290.92	HYDRO CORP	539.50
AVFUEL CORPORATION	720.00	JOHN E. GREEN COMPANY	2,496.24
BEAVER RESEARCH COMPANY	161.22	JONES & JONES GARAGE DOOR SVCS	250.00
BOUND TREE MEDICAL LLC	142.67	KSS ENTERPRISES	537.97
BRADFORD'S	19.50	LASER PRINTER TECHNOLOGIES	299.00
BRANIGAN, HANNAH	10.50	MCCARDEL CULLIGAN-PETOSKEY	50.50
BS& A SOFTWARE	1,786.00	MCMULLEN, DONALD R.	83.22
CARQUEST OF CHARLEVOIX	2,024.70	MI-AWWA	100.00
CHARLEVOIX COUNTY TREASURER	1,327.22	MICHIGAN MUNICIPAL LEAGUE	17,996.00
CHARLEVOIX SCREEN MASTERS INC	687.00	MICHIGAN OFFICEWAYS INC	1,763.94
CHARLEVOIX TOWNSHIP	29.21	NAVIA BENEFIT SOLUTIONS	50.00
CHARTER COMMUNICATIONS	5,005.23	NESTLE, HAROLD	85.53
CITY OF CHARLEVOIX - PETTY CASH	489.60	NORTHERN A-1 ENVIRONMENTAL SVCS	10,979.00
CITY OF CHARLEVOIX - UTILITIES	32,902.37	NORTHERN MICHIGAN REVIEW INC.	662.88
COVELL, JESSICA	96.54	NORTHERN PUMP & WELL	1,200.00
DUNKEL EXCAVATING SERVICES INC.	300.00	NORTHWEST ELECTRONICS & REPAIR	98.93
ELLSWORTH FARMER'S EXCHANGE	451.28	NORTHWEST FIRE	63.00

OHM ADVISORS	34,444.25	STATE AND MASON LLC	1,000.00
OLESON'S FOOD STORES	42.97	SYSTEMS SPECIALISTS INC	1,650.00
OLSON BZDOK & HOWARD	12,302.00	TAYLOR 12501 LLC	4,417.50
OTEC	1,516.56	TAYLOR, PATRICIA	18.63
PINE COVE APARTMENTS	39.26	TELE-RAD INC	47.99
POLYDYNE INC	266.41	UNIFIRST CORPORATION	426.10
POWER LINE SUPPLY	7,535.52	UPPER CASE PRINTING INK.	1,091.35
POWERPLAN	938.88	USA BLUE BOOK	146.99
PREIN & NEWHOF	240.00	UWC	2.37
PRIORITY HEALTH	887.90	VANWIEREN, GORDON	137.48
PURITY CYLINDER GASES INC	120.20	WORK & PLAY SHOP	503.94
RANGE TELECOMMUNICATIONS	188.75	TOTAL	638,372.59
RCL CONSTRUCTION CO INC	475,139.81		
ROWE, DONNA	75.00		
SITE ONE LANDSCAPE SUPPLY	92.50		
STAFFEL, BONNIE	250.00		

ACH Payments – 05/04/2020 to 05/15/2020

MI PUBLIC POWER AGENCY	15,236.90	STATE OF MI (WITHHOLDING TAX)	5,825.12
PROXIMITY SPACE INC	99.26	VANTAGEPOINT (401 ICMA PLAN)	858.02
PAYMENT SERVICE NETWORK INC	247.30	VANTAGEPOINT (457 ICMA PLAN)	20,108.98
STATE OF MI (SALES TAX)	14,922.88	VANTAGEPOINT (ROTH IRA)	1,186.52
MI PUBLIC POWER AGENCY	19,991.74	TOTAL	124,029.18
DTE ENERGY	5,295.17		
IRS (PAYROLL TAX DEPOSIT)	39,907.29		
ALERUS FINANCIAL (HCSP)	350.00		

Payroll Net Pay – Check Date 05/15/2020

HEYDLAUFF, MARK L.	2,724.04	HART III, DELBERT W.	481.73
GOLDING, JOYCE M.	1,653.61	BEMIS, JACKSON R.	362.46
DEROSIA, PATRICIA E.	1,219.89	FINNERTY, HOLLY E.	451.89
DOTSON, LINDSEY J.	1,422.46	MUELLER, JASON C.	323.99
KLOOSTER, ALIDA K.	1,753.72	KNORR, KENT J.	1,953.46
GOLOVICH, KAREN J.	985.70	ANZELL, BETH A.	1,318.58
BARNEVELD, RICHELLE L.	1,140.78	MAY, MEREDITH A.	63.44
EDWARDS, MACKENZIE R.	1,299.42	MCDONNELL, JENNA N.	219.62
MILLER, FAITH G.	14.97	GILL, DAVID R.	639.33
MCGINN, KELLY A.	2,085.83	LIVINGSTON, BRIAN D.	1,708.92
LAVENDER, JOSEPH E.	1,728.90	WYMAN, MATTHEW A.	1,648.39
DOAN, GERARD P.	2,407.55	MILLER, WILLIAM S.	1,047.62
UMULIS, MATTHEW T.	1,251.92	DOUGLAS, MARK	943.54
HANKINS, SCOTT A.	1,693.34	PRIOR, ERIN C.	962.83
ORBAN, BARBARA K.	1,212.39	FRATRICK, JOSEPH W.	272.72
FLICKEMA, ANDREW M.	1,425.30	MCMULLEN, DONALD R.	2,271.21
RILEY, DENISE M.	450.14	SILVA, JESSE L.A.	1,557.86
MUNK, CHRISTOPHER J.	1,235.15	JOHNSON, MELISSA A.	1,184.42
SCHICK, TIELER R.	1,571.85	STEPHENS, LYON G.	1,188.50
MATELSKI, KRISTEN L.	1,356.19	TRAVERS, MANUEL J.	1,739.26
WURST, RANDALL W.	1,385.39	STEVENS, JEFFREY W.	84.66
MAYER, SHELLEY L.	1,661.47	RILEY, CASEY W.	510.25
HILLING, NICHOLAS A.	1,649.87	JONES, LARRY M.	1,268.15
MEIER III, CHARLES A.	1,820.62	FLORE, ROBERT A.	442.36
ZACHARIAS, STEVEN B.	1,281.76	MATZ, EMILY S.	966.49
NEWMAN, MARK J.	1,048.03	WHEELER, MICHAEL W.	1,472.28
SWEM, DONALD L.	2,466.17	CORNELL, BRITTA J.	82.65
EATON, BRAD A.	2,442.36	MISHLER, MICHAEL. J.	1,271.27
WILSON, TIMOTHY J.	2,752.04	AZZOPARDI, ANTHONY J.	1,618.24
LAVOIE, RICHARD L.	2,383.01	DEKORNE, ELIZABETH A.	292.27
STEVENS, BRANDON C.	2,691.70	DIETZ, AMANDA M.	1,074.61
DRAVES, MARTIN J.	2,487.16	MOYER, NATHAN I.	1,658.83
ANDERSON, ELIZABETH A.	1,209.90	MARIHUGH, ANDREW J.	121.14
KENWABIKISE, DAVID L.	1,097.59	SPREEMAN, ASHLEY M.	144.66
ELLIOTT, PATRICK M.	2,381.82	FAULKNER, CHRISTOPHER J.	2,496.31
SCHWARTZFISHER, JOSEPH	1,138.27	DALY, SUZETTE M.	140.00
BRADLEY, KELLY R.	1,294.68	CURREY-KOLB, KAY E.	140.00
HART II, DELBERT W.	1,768.96	WHITLEY, ANDREW T.	2,101.66
JONES, ROBERT F.	1,616.95	MORRISON, KEVIN P.	1,230.77
FARRELL, MITCHELL L.	1,356.93	TOTAL	107,996.48
THORP JR, WILLIAM D.	1,279.38		
LEITNER, RYAN S.	1,275.84		
FERGUSON, ROYCE L.	1,309.80		
DORAN, JUSTIN J.	2,107.26		

DRAFT

Payroll Transmittal – 05/15/2020

4FRONT CREDIT UNION	1,002.01	COMMUNICATION WORKERS OF AMER	659.38
AMERICAN FAMILY LIFE	608.28	MI STATE DISBURSEMENT UNIT	209.65
CHAR EM UNITED WAY	90.00	MONEY LIFE INSURANCE	350.85
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,449.89
CHEMICAL BANK	25.00	TOTAL	5,362.06

Tax Disbursement – 05/19/2020

CHARLEVOIX COUNTY TREASURER	1,774.55	CHARLEVOIX-EMMET ISD	953.32
CHARLEVOIX DISTRICT LIBRARY	434.65	CITY OF CHARLEVOIX - TAXES DUE	3,310.40
CHARLEVOIX PUBLIC SCHOOLS	456.78	RECREATIONAL AUTHORITY	84.22
CHARLEVOIX PUBLIC SCHOOLS	126.88	STATE OF MICHIGAN	6,029.72
CHARLEVOIX PUBLIC SCHOOLS	88.82	TOTAL	13,297.40
CHARLEVOIX PUBLIC SCHOOLS	38.06		

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: June 1, 2020

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
05/20/2020		
130252	AT&T	4,419.93
130253	AT&T LONG DISTANCE	259.73
130254	AZZOPARDI, ANTHONY	49.45
130255	CHARLEVOIX STATE BANK	6,415.06
130256	CHARTER COMMUNICATIONS	671.67
130257	GREAT LAKES ENERGY	266.27
130258	HOLIDAY COMPANIES	3,225.22
130259	MONEY LIFE INSURANCE	570.61
130260	PRIORITY HEALTH	39,707.12
130261	STANDARD INSURANCE CO	2,675.38
130262	VSP INSURANCE CO. (CT)	543.09
130263	WEX BANK	1,100.57
Total 05/20/2020:		59,904.10
Grand Totals:		59,904.10

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

05/20/20 Special Accounts Payable Run	\$	59,904.10
05/29/20 Payroll (net pay)	\$	110,328.99
05/29/20 Payroll Transmittal Checks	\$	5,362.06
06/02/20 Regular Accounts Payable	\$	117,246.12
Checks Sub-Total:	\$	292,841.27

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

05/18/20 MI Public Power Agency	\$	26,633.41
05/26/20 MI Public Power Agency	\$	15,062.59
05/26/20 MI Public Power Agency	\$	185,112.11
05/29/20 IRS (Payroll Tax Deposit)	\$	40,251.53
05/29/20 Alerus Financial (HCSP)	\$	350.00
05/29/20 State of MI (Withholding Tax)	\$	5,896.73
05/29/20 Vantagepoint (401 ICMA Plan)	\$	858.02
05/29/20 Vantagepoint (457 ICMA Plan)	\$	19,992.38
05/29/20 Vantagepoint (Roth IRA)	\$	1,186.52
05/29/20 MERS (Defined Benefit Plan)	\$	71,848.16
ACH Sub-Total:	\$	367,191.45

Huntington National Bank Total: \$ 660,032.72

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

06/02/20 Tax Disbursement	\$	1,340.36
Charlevoix State Bank Total:	\$	1,340.36

Grand Total: \$ 661,373.08

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/23/2020	PC	05/29/2020	30746	HEYDLAUFF, MARK L.	102		2,724.04
05/23/2020	PC	05/29/2020	30747	GOLDING, JOYCE M.	106		1,653.60
05/23/2020	PC	05/29/2020	30748	DEROSIA, PATRICIA E.	107		1,305.24
05/23/2020	PC	05/29/2020	30749	DOTSON, LINDSEY J.	109		1,422.46
05/23/2020	PC	05/29/2020	30750	KLOOSTER, ALIDA K.	121		1,753.72
05/23/2020	PC	05/29/2020	30751	GOLOVICH, KAREN J.	122		985.70
05/23/2020	PC	05/29/2020	30752	BARNEVELD, RICHELLE	123		1,252.16
05/23/2020	PC	05/29/2020	30753	EDWARDS, MACKENZIE	124		1,299.42
05/23/2020	PC	05/29/2020	30754	MCGINN, KELLY A.	146		2,085.82
05/23/2020	PC	05/29/2020	30755	LAVENDER, JOSEPH E.	153		1,728.90
05/23/2020	PC	05/29/2020	30756	DOAN, GERARD P.	201		2,407.55
05/23/2020	PC	05/29/2020	30757	UMULIS, MATTHEW T.	205		1,204.45
05/23/2020	PC	05/29/2020	30758	HANKINS, SCOTT A.	208		1,693.34
05/23/2020	PC	05/29/2020	30759	ORBAN, BARBARA K.	209		1,417.76
05/23/2020	PC	05/29/2020	30760	FLICKEMA, ANDREW M.	211		1,425.30
05/23/2020	PC	05/29/2020	30761	RILEY, DENISE M.	213		450.14
05/23/2020	PC	05/29/2020	30762	MUNK, CHRISTOPHER J.	215		1,235.16
05/23/2020	PC	05/29/2020	30763	SCHICK, TIELER R.	216		1,356.45
05/23/2020	PC	05/29/2020	30764	MATELSKI, KRISTEN L.	230		1,356.19
05/23/2020	PC	05/29/2020	30765	BINGHAM, LARRY E.	240		324.92
05/23/2020	PC	05/29/2020	30766	WURST, RANDALL W.	411		1,114.49
05/23/2020	PC	05/29/2020	30767	MAYER, SHELLEY L.	412		1,463.50
05/23/2020	PC	05/29/2020	30768	HILLING, NICHOLAS A.	413		1,450.77
05/23/2020	PC	05/29/2020	30769	MEIER III, CHARLES A.	421		1,329.58
05/23/2020	PC	05/29/2020	30770	ZACHARIAS, STEVEN B.	422		1,609.75
05/23/2020	PC	05/29/2020	30771	NEWMAN, MARK J.	424		1,022.67
05/23/2020	PC	05/29/2020	30772	SWEM, DONALD L.	512		2,466.17
05/23/2020	PC	05/29/2020	30773	EATON, BRAD A.	515		2,609.72
05/23/2020	PC	05/29/2020	30774	WILSON, TIMOTHY J.	516		2,749.91
05/23/2020	PC	05/29/2020	30775	LAVOIE, RICHARD L.	519		2,322.13
05/23/2020	PC	05/29/2020	30776	STEVENS, BRANDON C.	521		2,624.89
05/23/2020	PC	05/29/2020	30777	DRAVES, MARTIN J.	523		2,254.25
05/23/2020	PC	05/29/2020	30778	ANDERSON, ELIZABETH	526		1,209.90
05/23/2020	PC	05/29/2020	30779	KENWABIKISE, DAVID L.	528		1,097.59
05/23/2020	PC	05/29/2020	30780	ELLIOTT, PATRICK M.	600		2,381.83
05/23/2020	PC	05/29/2020	30781	SCHWARTZFISHER, JOS	603		1,050.22
05/23/2020	PC	05/29/2020	30782	BRADLEY, KELLY R.	614		1,645.34
05/23/2020	PC	05/29/2020	30783	HART II, DELBERT W.	616		1,335.10
05/23/2020	PC	05/29/2020	30784	JONES, ROBERT F.	618		1,121.43
05/23/2020	PC	05/29/2020	30785	FARRELL, MITCHELL L.	622		1,345.29
05/23/2020	PC	05/29/2020	30786	THORP JR, WILLIAM D.	623		1,476.05
05/23/2020	PC	05/29/2020	30787	LEITNER, RYAN S.	624		1,214.41
05/23/2020	PC	05/29/2020	30788	FERGUSON, ROYCE L.	625		1,520.68
05/23/2020	PC	05/29/2020	30789	DORAN, JUSTIN J.	634		2,107.26
05/23/2020	PC	05/29/2020	30790	FREY, DYLAN V.	643		589.60
05/23/2020	PC	05/29/2020	30791	HART III, DELBERT W.	657		915.49
05/23/2020	PC	05/29/2020	30792	SLADEK, RYLYNN S.	660		313.45
05/23/2020	PC	05/29/2020	30793	LOUISELLE, ELLIE N.	664		300.95
05/23/2020	PC	05/29/2020	30794	BEMIS, JACKSON R.	667		691.52
05/23/2020	PC	05/29/2020	30795	FINNERTY, HOLLY E.	669		858.01
05/23/2020	PC	05/29/2020	30796	CRANDELL, ZACKARY R.	691		325.93
05/23/2020	PC	05/29/2020	30797	MUELLER, JASON C.	694		588.12
05/23/2020	PC	05/29/2020	30798	KNORR, KENT J.	700		1,953.46
05/23/2020	PC	05/29/2020	30799	ANZELL, BETH A.	702		1,318.58
05/23/2020	PC	05/29/2020	30800	MAY, MEREDITH A.	771		130.60
05/23/2020	PC	05/29/2020	30801	HART, DAVID R.	836		221.85
05/23/2020	PC	05/29/2020	30802	MCDONNELL, JENNA N.	839		436.07

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/23/2020	PC	05/29/2020	30803	GILL, DAVID R.	856		787.71
05/23/2020	PC	05/29/2020	30804	MASSON, DONALD J.	861		271.18
05/23/2020	PC	05/29/2020	30805	LIVINGSTON, BRIAN D.	866		1,708.92
05/23/2020	PC	05/29/2020	30806	STANLEY, MARK J.	867		55.41
05/23/2020	PC	05/29/2020	30807	WYMAN, MATTHEW A.	927		1,781.56
05/23/2020	PC	05/29/2020	30808	MILLER, WILLIAM S.	933		992.33
05/23/2020	PC	05/29/2020	30809	DOUGLAS, MARK	935		886.47
05/23/2020	PC	05/29/2020	30810	PRIOR, ERIN C.	938		1,029.43
05/23/2020	PC	05/29/2020	30811	FRATRICK, JOSEPH W.	940		525.80
05/23/2020	PC	05/29/2020	30812	MCMULLEN, DONALD R.	1000		2,407.17
05/23/2020	PC	05/29/2020	30813	SILVA, JESSE L.A.	1001		1,506.86
05/23/2020	PC	05/29/2020	30814	JOHNSON, MELISSA A.	1004		1,251.77
05/23/2020	PC	05/29/2020	30815	STEPHENS, LYON G.	1005		1,218.45
05/23/2020	PC	05/29/2020	30816	TRAVERS, MANUEL J.	1006		1,400.21
05/23/2020	PC	05/29/2020	30817	STEVENS, JEFFREY W.	1028		533.00
05/23/2020	PC	05/29/2020	30818	RILEY, CASEY W.	1052		498.54
05/23/2020	PC	05/29/2020	30819	JONES, LARRY M.	1057		826.74
05/23/2020	PC	05/29/2020	30820	FLORE, ROBERT A.	1058		714.20
05/23/2020	PC	05/29/2020	30821	MATZ, EMILY S.	1059		843.20
05/23/2020	PC	05/29/2020	30822	WHEELER, MICHAEL W.	1103		1,610.42
05/23/2020	PC	05/29/2020	30823	MISHLER, MICHAEL. J.	1107		950.89
05/23/2020	PC	05/29/2020	30824	AZZOPARDI, ANTHONY J.	1108		1,514.55
05/23/2020	PC	05/29/2020	30825	DEKORNE, ELIZABETH A.	1109		292.91
05/23/2020	PC	05/29/2020	30826	DIETZ, AMANDA M.	1115		1,212.29
05/23/2020	PC	05/29/2020	30827	MOYER, NATHAN I.	1118		1,294.35
05/23/2020	PC	05/29/2020	30828	SPREEMAN, ASHLEY M.	1120		453.38
05/23/2020	PC	05/29/2020	30829	FAULKNER, CHRISTOPH	1122		1,923.31
05/23/2020	PC	05/29/2020	130358	WHITLEY, ANDREW T.	522		2,486.58
05/23/2020	PC	05/29/2020	130359	MORRISON, KEVIN P.	601		1,102.48
Grand Totals:			86				110,328.99



Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/23/2020	05/29/2020	130360	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,002.01
05/23/2020	05/29/2020	130361	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
05/23/2020	05/29/2020	130361	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	481.00
05/23/2020	05/29/2020	130362	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/23/2	90.00
05/23/2020	05/29/2020	130363	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	967.00
05/23/2020	05/29/2020	130364	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	25.00
05/23/2020	05/29/2020	130365	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	659.38
05/23/2020	05/29/2020	130366	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	249.43
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 5/23/	47.68
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 5/23/20	4.00
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.32
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 5/23	6.83
05/23/2020	05/29/2020	130367	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 5/23/2	2.59
05/23/2020	05/29/2020	130368	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,449.89
Grand Totals:		15				5,362.06



Check Number	Payee	Amount
06/02/2020		
130264	5 ALARM FIRE & SAFETY	697.32
130265	ABILITA	1,425.00
130266	AIRGAS USA LLC	69.29
130267	ALLSHRED SERVICES	104.00
130268	AMERICAN WASTE INC.	46.76
130269	ANDERSON, ELIZABETH A.	50.00
130270	ANZELL, BETH A.	50.00
130271	AT YOUR SERVICE PLUS INC	250.00
130272	AVFUEL CORPORATION	7,659.98
130273	BELL EQUIPMENT COMPANY	136.99
130274	BIOTECH AGRONOMICS INC	468.00
130275	BOUND TREE MEDICAL LLC	99.51
130276	BUDDE, ELAINE	50.00
130277	CDW GOVERNMENT INC.	540.00
130278	CENTRAL DRUG STORE	26.36
130279	CERTIFIED LABORATORIES	193.67
130280	CHARLEVOIX AREA CHAMBER OF CO	10,000.00
130281	CHARLEVOIX COUNTY EQUALIZATIO	1,407.11
130282	CHARLEVOIX COUNTY TREASURER	821.01
130283	CHARLEVOIX SCREEN MASTERS INC	1,367.27
130284	CINTAS	383.62
130285	CINTAS CORPORATION	158.16
130286	CSI EMERGENCY APPARATUS LLC	1,382.45
130287	DeROSIA, PATRICIA E.	50.00
130288	DOAN, GERARD P.	50.00
130289	DORAN, JUSTIN J.	50.00
130290	DOTSON, LINDSEY J.	50.00
130291	EJ USA INC.	674.18
130292	ELLIOTT, PATRICK M.	50.00
130293	ELLSWORTH FARMER'S EXCHANGE	792.00
130294	EMBROIDME	182.35
130295	FAMILY FARM & HOME	119.54
130296	FASTENAL COMPANY	55.50
130297	GEMPLER'S	172.99
130298	GOLDING, JOYCE M.	50.00
130299	GOOD BOY EVENTS	100.00
130300	GRAINGER	1,096.58
130301	GREAT LAKES PIPE & SUPPLY	520.00
130302	Grey	20.00
130303	HACH COMPANY	2,082.35
130304	HANKINS, SCOTT A.	50.00
130305	HERITAGE-CRYSTAL CLEAN LLC	96.40
130306	HEYDLAUFF, MARK L.	84.00
130307	HYDE SERVICES LLC	197.50
130308	JOHNSON, MELISSA A.	50.00
130309	KLOOSTER, ALIDA K.	50.00
130310	KLOOSTER, PATRICK H.	50.00
130311	KNORR, KENT J.	50.00

Check Number	Payee	Amount
130312	KSS ENTERPRISES	717.93
130313	LAKESHORE TIRE & AUTO SERVICE	46.95
130314	LAMAR COMPANIES	770.00
130315	LAVENDER, JOSEPH E.	50.00
130316	LETTERS ONLINE	50.00
130317	LIVINGSTON, BRIAN D.	50.00
130318	MACGREGOR PLUMBING & HEATING	510.00
130319	MAMA T'S COMMERCIAL CLEANING	225.00
130320	MAYER, SHELLEY L.	50.00
130321	McGINN, KELLY A.	50.00
130322	MCLEAN ENGINEERING CO INC	1,827.00
130323	MCMULLEN, DONALD R.	50.00
130324	MICHIGAN MUNICIPAL LEAGUE	2,017.00
130325	MICHIGAN WATER ENV ASSOC	154.00
130326	MILLER, WILLIAM S.	50.00
130327	MINERAL MASTERS	1,865.07
130328	NORTH CENTRAL MICHIGAN COLLEG	3,435.00
130329	NORTHERN CREDIT SERVICES	152.75
130330	NORTHERN MICHIGAN HARDWOODS	2,380.00
130331	NORTHERN PUMP SERVICE INC.	5,122.30
130332	OHM ADVISORS	29,019.50
130333	PEARSALL, MICHAEL	487.00
130334	PENINSULA FIBER NETWORK LLC	470.00
130335	PLUNKETT & COONEY	2,680.00
130336	POWER LINE SUPPLY	17,901.26
130337	PRELL'S TOWING SERVICE LLC	618.75
130338	QUALITY CAR & TRUCK REPAIR INC	734.41
130339	QUILL CORP	69.99
130340	REICH, ROBIN	80.00
130341	SHANAHAN, CHERYL J.	50.00
130342	SILVA, JESSE L.A.	50.00
130343	SITE ONE LANDSCAPE SUPPLY	359.60
130344	STEPHENS, LYON G.	50.00
130345	STUART C IRBY CO	302.85
130346	SWEM, DONALD L.	50.00
130347	TELEDYNE INSTRUMENTS INC	1,475.29
130348	TELE-RAD INC	320.00
130349	TERMINAL SUPPLY CO	394.22
130350	TRAVERS, MANUEL J.	50.00
130351	TRUCK & TRAILER SPECIALTIES	302.50
130352	UNIVERSAL CLEANERS LLC	3,100.00
130353	USA BLUE BOOK	4,138.72
130354	VILLAGER PUB, THE	219.16
130355	WORK & PLAY SHOP	519.98
130356	WURST, RANDALL W.	50.00
130357	WYMAN, MATTHEW A.	50.00
Total 06/02/2020:		117,246.12

Check Number	Payee	Amount
05/18/2020		
51820001	MICHIGAN PUBLIC POWER AGENCY	26,633.41
Total 05/18/2020:		26,633.41
Grand Totals:		26,633.41

Check Number	Payee	Amount
05/26/2020		
52620001	MICHIGAN PUBLIC POWER AGENCY	15,062.59
52620002	MICHIGAN PUBLIC POWER AGENCY	185,112.11
Total 05/26/2020:		200,174.70
Grand Totals:		200,174.70

Check Issue Date	Check Number	Payee	Amount
52920001			
05/29/2020	52920001	**EFTPS* Payroll Taxes	10,486.05
05/29/2020	52920001	**EFTPS* Payroll Taxes	10,486.05
05/29/2020	52920001	**EFTPS* Payroll Taxes	2,452.40
05/29/2020	52920001	**EFTPS* Payroll Taxes	2,452.40
05/29/2020	52920001	**EFTPS* Payroll Taxes	14,374.63
Total 52920001:			
	5		40,251.53
52920002			
05/29/2020	52920002	Alerus Financial	350.00
Total 52920002:			
	1		350.00
52920003			
05/29/2020	52920003	STATE OF MICHIGAN	5,896.73
Total 52920003:			
	1		5,896.73
52920004			
05/29/2020	52920004	Vantagepoint - 401 Plan 109153	858.02
Total 52920004:			
	1		858.02
52920005			
05/29/2020	52920005	Vantagepoint - 457 Plan 300959	5,362.92
05/29/2020	52920005	Vantagepoint - 457 Plan 300959	2,189.49
05/29/2020	52920005	Vantagepoint - 457 Plan 300959	4,293.99
05/29/2020	52920005	Vantagepoint - 457 Plan 300959	8,145.98
Total 52920005:			
	4		19,992.38
52920006			
05/29/2020	52920006	Vantagepoint - Roth IRA 706117	1,186.52
Total 52920006:			
	1		1,186.52
Grand Totals:			
	13		68,535.18



Check Number	Payee	Amount
05/29/2020		
52920007	MERS	71,848.16
Total 05/29/2020:		71,848.16
Grand Totals:		71,848.16

Check Number	Payee	Amount
06/02/2020		
3424	CHARLEVOIX COUNTY TREASURER	873.24
3425	CHARLEVOIX DISTRICT LIBRARY	256.42
3426	CITY OF CHARLEVOIX - TAXES DUE	160.85
3427	RECREATIONAL AUTHORITY	49.85
Total 06/02/2020:		1,340.36
Grand Totals:		1,340.36

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Building Authority Commission Reappointment: Treasurer McGinn

DATE: June 1, 2020

BACKGROUND:

In June 2019, the Building Authority Commission was established to facilitate a bond purchase for the new Public Services Facility building. Pursuant to the Articles of Incorporation, the City Treasurer is required to be a member of the Commission. Treasurer McGinn's term expires June 2020, therefore Council is required to reappoint her with her new term expiring June 2023.

RECOMMENDATION:

Motion to reappoint Treasurer Kelly McGinn to the Building Authority Commission, term expiring June 2023.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: PA 95 Opt In/Out

DATE: June 1, 2020

BACKGROUND:

Michigan's Public Act 95 was signed into law in 2013 to create the Low-Income Energy Assistance Fund (LIEAF) within the State Treasury. This fund provides money to low income households for heating assistance. The Act requires the City to either participate in the fund or to officially opt out of participation.

To participate the City would be required to collect a surcharge of a dollar or less from each retail billing meter (but no more than one residential meter per residential site) every month and send all of the money to the State for this fund. The money is supposed to be used back in this geographic area as much as possible. The total amount collected in a year would be roughly \$39,000.

The other choice is to opt out, which means the City would not collect any money and would not be a part of this fund. As a result, during the winter from November 1st to April 15th, our customers would not be eligible for emergency assistance with their utility bills from this fund, and at the same time the City would be prevented from shutting off any residential service for non-payment.

The City must make this choice whether to opt in or opt out every year at this time. For the last seven years Charlevoix has opted out of this fund. One of the problems with opting in to the fund is the significant amount of work and expense it would take to code all of our customers' accounts for this surcharge, as only one surcharge can be assessed per residential site (so that people with separate garages or boat slips are not double-charged). This would have to be done manually by going through all of our accounts to code them so that they could be billed at separate rates. This would be an ongoing cost to administer.

Because of the above it is thought that opting out is in the best interest of our customers. If we send the money to the state there is no guarantee that any of that money would be used to help our customers, and it is likely that most of it would be used to subsidize other utilities in other locations. It might be noted that this year in particular because of the months long shutdown monetary help has been made available to our customers regardless of whether we opted out or not.

RECOMMENDATION:

Motion to opt out of the PA 95 Energy Assistance Programs.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Marina Seasonal Slip Holders Account Credit

DATE: June 1, 2020

BACKGROUND:

Due to COVID -19, the city Marina was not open the first two weeks of the season. The Marina was closed May 14 to May 28. Seasonal slip holders pay an annual fee based on leasing the slip for 156 days, that began on May 14th. Due to the unavailability of the slips, we are recommending that we prorate a credit for the 14 missed days towards next years slip lease.

It should be noted that the docks have been open and slip holders have been able to dock and connect to both water and electricity. The Harbor Master's building has been closed during this time. Amenities such as showers and laundry facilities were not available.

RECOMMENDATION:

Motion to approve granting a credit to Marina Seasonal Slip Holders for a prorated amount based on the 2020 payment to the City towards the 2021 season.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Water Plant Pump #1 Service

DATE: June 1, 2020

BACKGROUND:

As part of routine service, we found items in low service pump #1 at the Water Treatment Plant that should be fixed. Northern Pump and Well, who routinely services our equipment provided a quote of just under \$27,000 to conduct the needed service.

RECOMMENDATION:

Accept the proposal from Northern Pump and Well for \$26,770 for maintenance on the Water Treatment Plant pump #1.

ATTACHMENTS:

- ▣ Northern Pump and Well Proposal



Lansing, Michigan 48906

City of Charlevoix
Attn: Shelley Mayer
210 State Street
Charlevoix, MI 49720

Proposal

Date	Proposal #
5/21/2020	20-Q2066A

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this proposal for the repair of your Low Service Pump #1.			
The following price is in addition to the signed quote 20-Q2066 for \$4800.00.			
20 HP Motor Repair, Clean and Change Bearings	1	1,500.00	1,500.00
Pump Head, Sandblasted Clean and paint head	1	500.00	500.00
Stuffing box repair, Bronze Bushing and Graphite Packing	1	350.00	350.00
1- 3/16" SST Head Shaft w/coupling	1	370.00	370.00
1-3/16" x 5' SST Shaft w/coupling	4	350.00	1,400.00
10" x 4'11-1/4" Column pipe	5	650.00	3,250.00
10" x 2" DropIn BRZ Spiders	4	325.00	1,300.00
Pump New: Hydroflo 14MH 1 stage	1	7,030.00	7,030.00
Bolts, Paint, Pressure Gauge	1	150.00	150.00
Labor, Mobilization, Set Pump, Run Check operation	30	300.00	9,000.00
Shop: Prep and load out pump assembly	12	75.00	900.00
Machining	10	102.00	1,020.00
NOTE: Should conditions change and/or any additional work be required, beyond the original scope of this project, our standard hourly rates will apply. Northern Pump & Well will consult with you prior to the additional work being performed.			
Signature: _____ Date: _____			
Purchase Order No. (if required): _____ * If this			
proposal meets your approval, please sign / date and return to fax			
number:..1-517-322-0135			
If you have any question please feel free to call 877-477-1757 or 517-322-0219			Total \$26,770.00

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Public Hearing: Ordinance 818 Right-of-Way Construction Activities

DATE: June 1, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Council requested I review our rules for dumpsters in the street, private construction across sidewalks and other related rules. The draft ordinance attached makes several amendments to the City Code related to private construction activities involving public spaces.

1. Dumpsters would be prohibited from placement in public spaces unless no reasonable place exists on private land to accommodate them; when placed on public space (like a parking space) fees would be charged and time limits imposed.
2. Meter hooding for downtown construction would be charged a rate more in line with present costs rather than \$1 per meter currently contemplated in the code; Council would set this fee by resolution rather than based on the ordinance itself.
3. House moving would be conducted with greater consideration for time and degree of disruption with costs associated assigned to the owner of the project.
4. Permits would require insurance standards as may be reasonable in the present rather than the dated standards currently noted in the ordinance. Fees would be set by resolution for all types of road and sidewalk construction. Limitations could be placed on the use of public ways for construction in order to accommodate busy times of the year and special events.

It is important to stress that these construction restrictions are applicable when private construction somehow requires unique public space access (such as closing a sidewalk downtown or placing a dumpster in a street). In most cases of construction in the City, no such unique space is required and those construction activities would be unchanged. Where the public is inconvenienced by private construction, this ordinance would come into play.

RECOMMENDATION:

Motion to approve Right-of-Way Construction Activities Ordinance 818 of 2020.

ATTACHMENTS:

- ▯ Ordinance

**CITY OF CHARLEVOIX
ORDINANCE NO. 818 of 2020**

AN ORDINANCE OF THE CITY OF CHARLEVOIX REGULATING PLACEMENT OF CONSTRUCTION WASTE, CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY, AND CONSTRUCTION PARKING AND TRAFFIC

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title V, Chapter 51.06 of the City Code shall be amended by adding a section (E), subpart 3 to read as follows:

Containers shall not be placed in the public right-of-way or street except when a permit is obtained from the City Manager pursuant to §151.22. No permit shall be allowed when the container could reasonably be placed on private property.

SECTION 2. Title VI, Chapter 70.04 of the City Code, section 2.30, subpart 3 shall be amended so that it reads:

A special request to hood or cover a meter or meters shall be allowed upon approval of the chief of police and on advance payment of a fee as the City Council may from time to time set by resolution. Such approval shall be considered for the purpose of construction, refurbishment or maintenance for an adjacent building or property. Special consideration, at no charge, for the purpose of funerals or other requests deemed proper by the chief of police.

SECTION 3. Title XV, Chapter 151.02 of the City Code shall be struck and replaced as follows:

No person shall move, transport or convey any building or other similar bulky or heavy object, including machinery, trucks and trailers, larger in width than eight feet eight inches or higher than 13 feet six inches above the surface of the roadway, into, across or along any street, alley or other public place in the city without first obtaining a house moving permit from the Manager. Such permit shall specify the route to be used in such movement and no person shall engage in such movement along a route other than that specified in the permit. No house moving permit shall be granted until the applicant shall pay for a permit and comply with insurance and performance bond requirements found in a cash deposit in § [151.22](#) of this chapter; additionally, all costs associated for city services associated for with such action as contemplated in this section shall be assigned to the owner and reimbursed to the City or paid as a deposit in advance of the activity. Such costs shall include but not be limited to utility moving or replacement, traffic control, and damage to infrastructure or property. The Manager shall have the power to regulate the time and date of house moving requests to account for traffic and special event demands of the community.

This chapter shall not be construed as to limit the transportation of wide or oversized loads on the state or federal highway which may be lawfully permitted nor shall this chapter limit the transportation of boats or marine vessels along routes of the City which the Police Chief shall from time to time publish in consultation with other City staff.

SECTION 4. Title XV, Chapter 151.22 of the City Code shall be struck and replaced as follows:

(A) Where permits are required, they shall be obtained from the City Manager or his or her designee and shall contain the information necessary for consideration by the City in a manner as the Manager may require. Such permit(s) shall be revocable by the Manager for failure to comply with this code, rules and regulations adopted hereto, and the lawful orders of the Manager. The permit(s) shall only be valid for the period the Manager may designate. Application for a permit under this chapter shall be deemed an agreement by the applicant to promptly complete the work permitted, observe all pertinent regulations of the city in connection with therewith, repair all damages done to the street surface, subsurface, and related structures, over or within such street, including trees, and protect and save harmless the city from all damages or actions at law that may arise or may be brought on account of injury to person or property resulting from the work done under the permit(s) or in connection therewith.

(B) Fees for such permits shall be set from time to time by resolution of Council. Council may vary the fees depending on the season and the times which are or are not preferable for the general benefit of the community to contend with construction in the public streets and rights of way. Such limitations shall not constrain public infrastructure projects which the City or the state of Michigan may from time to time undertake.

(C) Where liability insurance or bonds are required, the City Treasurer shall regularly obtain recommendations from the City's insurance carrier or other valid sources and share the same with City Council in order that it may adopt a resolution specifying minimum insurance coverages, standards, and bonds for work associated with the permits contemplated in this chapter. Similarly, Council may adopt the minimum for performance bonds and the City Manager or his or her designee may set the actual amount required in the bond subject to the minimum set by Council.

SECTION 5. 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 6. Effective Date.

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

Ordinance No. 818 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

Public Hearings and Actions Requiring Public Hearings

TITLE: Public Hearing: Ordinance 819 Fireworks

DATE: June 1, 2020

PRESENTED BY: Gerard Doan, Police Chief

BACKGROUND:

Enclosed is a proposed draft ordinance 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 approve Fireworks Ordinance 819 of 2020.

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

Public Hearings and Actions Requiring Public Hearings

TITLE: Public Hearing: Ordinance 820 Small Wireless and Pole Attachment

DATE: June 1, 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. On May 18th, Council approved the Standard Pole Attachment Agreement which covers all communication attachments to our poles and the Wireless Addendum which covers antennas attached to our poles.

RECOMMENDATION:

Motion to approve the Pole Attachment Ordinance 820 of 2020.

ATTACHMENTS:

- ▣ Draft Ordinance

**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

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Outdoor Sales and Sidewalk Use

DATE: June 1, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager; Jonathan Scheel, Zoning Administrator; Kathy Egan, Planner

BACKGROUND:

At the last Council meeting, Council requested I bring you more information about expanded outdoor uses and how it might encourage social distancing measures in the community.

Attached are three memos from our Planning Staff outlining these options. Initially one restaurant off Bridge Street was questioning whether it was possible to place tables in the parking areas of a local street and this is addressed in one memo. The subsequent two memos outline the downtown walkability and parking changes and discuss how the ordinance on sales of merchandise might be amended going forward.

RECOMMENDATION:

Council discussion and direction.

ATTACHMENTS:

- ▣ Expanded Sidewalk Retail Options
- ▣ Sidewalk Retail Ordinance Consideration
- ▣ Expanded Outdoor Dining Possibilities

MEMORANDUM

To: City of Charlevoix Mayor and Council
From: Planning and zoning staff
Subject: Downtown Safety and Walkability Program for Outdoor Dining – Bridge Street
Date: May 28, 2020

BACKGROUND

At the request of the City Council, staff has prepared a second memo related to parking and pedestrian access in downtown Charlevoix. As permitted by the Governor's Executive Orders, businesses may begin to open and customers may choose eat-in dining and in-store shopping. However, due to the infectious nature of the coronavirus, social distancing and limited time indoors is recommended. To aid in these efforts, the city has expanded commercial activity including outdoor dining and retail sales on downtown sidewalks and pedestrian access in on-street parking spaces. As a follow-up to the initial memo which concerned Antrim Street and Park Avenue in downtown Charlevoix, this memo addresses the use of sidewalks and on-street parking spaces on Bridge Street.

EXISTING ORDINANCES

Based on a recent review of City Ordinances, discussed in detail in the previous memo dated May 20, 2020, staff recommended using the parking spaces as the public walkway with proper safety equipment in place as described below and use the sidewalks to expand outdoor dining and other appropriate businesses as directed by Council.

The added request for retail sales activity on Bridge Street sidewalks, requires a further review of City Ordinances. The summary of findings and recommendations is presented in a separate memo, provided.

GUIDELINES FOR BRIDGE STREET COMMERCIAL ACTIVITY

Staff presents recommendations for the commercial use of sidewalks and on-street parking spaces located along Bridge Street between Antrim Street and Park Avenue. Previously, commercial activity on public sidewalks was limited to outdoor dining, the Village Pub for example, shown below, regularly provides tables and chairs. Under normal conditions, the width of the sidewalk would provide ample space for shared use between pedestrians and seating for diners, but social distancing recommends six foot separation between people and groups. Thus, the recommended areas for activity are shown in the image below. The peach shaded area is for commercial activity and the green shaded area is for pedestrian activity.



The following guidelines take into consideration best practices being applied nationally and practical solutions for the City's public spaces. Staff makes the following recommendations with the understanding that the Bridge Street right-of-way is owned and maintained by the Michigan Department of Transportation and all modifications to the right-of-way should be done with their permission.

- Use of public space will be considered temporary and will allow temporary furnishings and structures to accommodate outdoor dining purposes. **Permanent structures of any kind require further review and will be approved by the Zoning Administrator and Building Official as applicable.**
- The City shall have final approval of space occupied by private uses.
- All federal and state guidelines for social distancing shall be followed to the maximum extent possible.
- Pedestrian traffic will be shifted to areas currently occupied by on-street parking spaces. Commercial activity including outdoor dining and retail sales shall be allowed within the existing sidewalk area.
- The City shall supply all materials for uniform separation between pedestrian traffic and vehicle traffic. Materials will be used to designate the new pedestrian walkway. Materials may include:
 - Cones, planters, rope or other materials
 - Paint
 - Signage
- Restaurants and food service businesses shall supply the following:
 - Outdoor seating including tables and chairs
 - Outdoor lighting
 - Awnings or umbrellas
- Retail establishments shall supply the following:
 - Clothing racks
 - Food stands
 - Other stands for the display retail goods
- Businesses shall comply with all applicable licensing and approved methods of sales and service

MEMORANDUM

To: City of Charlevoix Mayor and Council
From: Planning and zoning staff
Subject: Downtown Safety and Walkability Program for Outdoor Sales
Date: May 28, 2020

BACKGROUND

At the request of the City Council, staff has prepared a third memo related to commercial use of public spaces in downtown Charlevoix. Due to Governor's Executive Orders, social distancing guidelines, and the infectious nature of the coronavirus, the city is seeking opportunities to allow for some outdoor retail activity. To aid in these efforts, the city has expanded commercial activity including outdoor dining on downtown sidewalks and pedestrian access in on-street parking spaces. As a follow-up to the initial memo which concerned Antrim Street and Park Avenue in downtown Charlevoix, and the second memo which addressed the use of sidewalks and on-street parking spaces on Bridge Street, this third memo addresses expanding commercial activities in the public sidewalk areas.

EXISTING ORDINANCES

Based on a recent review of relevant City Ordinances to discover if any conflict exists that would stop or hinder the expansion of outdoor retail sales onto the city streets, staff found one section of the City Code that would require a simple amendment to allow for retail sales on the city streets.

Here are the applicable subsections of Section 153.01 that apply to this request. Section 153.101 (E) is the only section that would need to be amended. (Proposed amendment may be found in red.)

§ 153.101 CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT.

(A) Purpose. To create a vibrant downtown district fronting Bridge Street consisting of primarily retail and food service businesses that enhance the city's economy by defining specific uses intended to increase consumer traffic.

(B) Applicability. This overlay district shall include all buildings with store entrances facing Bridge Street from Antrim Street north to the Pine River Channel.

(E) Outdoor displays and merchandise. Merchandise or similar goods, and associated displays shall not be permitted on the exterior buildings, entryways or sidewalks, except during sidewalk sales or other event(s) unless approved by city council by resolution.

Please note that there are existing provisions elsewhere in the ordinance that address access to/from buildings.

MEMORANDUM

To: City of Charlevoix Mayor and Council
From: Planning and zoning staff
Subject: Downtown Safety and Walkability Program for Outdoor Dining
Date: May 20, 2020

Because of the COVID-19 pandemic, the Governor has ordered restaurants and other businesses to have 50% of their normal seating or occupancy when reopening to allow for social distancing.

To help the city's restaurant businesses, city council has expanded outdoor dining on city sidewalks and parking spaces on city streets and parking lots. Council has asked staff to research and provide a set of guidelines for private use of public right-of-way.

EXISTING ORDINANCES

City staff first reviewed existing relevant ordinances to ensure no conflicts existed with such an expansion. Staff found two potential relevant ordinances.

- **Title VII Traffic Code Chapter 7 Traffic and Parking**
 - Title VII Traffic Code Chapter 7 Traffic and Parking has no language that would stop or hinder the expansion of outdoor dining onto the city streets.
- **Chapter 151 Streets and Sidewalks Section 153.04 Newsracks, Planters, Tables and Chairs**

G) Location and placement. Any newsracks, planters, tables and chairs which rest in whole or in part upon, or in, or on any portion of a public sidewalk or right-of-way or which projects onto, into or over any part of a public sidewalk or right-of-way shall be located in accordance with the provisions of this section.

(1) No tables, chairs, planters or newsracks shall be used or maintained which projects onto, into or over any part of the roadway or public street, or which rests wholly or in part upon, along or over any portion of the roadway or any public street.

(4) No tables, chairs, planters or newsracks shall be placed, installed, used or maintained:

- (a) Within three feet of any crosswalk;*
- (b) Within eight feet of the back of the street curb unless approved under the city outdoor dining program;*
- (c) Within five feet of any driveway; or*
- (d) At any location whereby the clear space for the passage way of pedestrians is reduced to less than six feet.*

This section does have language relating to table and chairs not allowed in city streets. Staff believes that this ordinance language would allow expansion of outdoor dining further onto the sidewalks and public parking lots but not allow it on the city streets.

Staff recommends using the parking spaces as the public walkway with proper safety equipment in place as described below and use the sidewalks to expand outdoor dining and other appropriate businesses as directed by Council.

Staff presents recommendations specifically related to outdoor dining operations on Antrim Street and Park Avenue in downtown Charlevoix. As shown below, outdoor dining is frequently provided in both locations, but due to state requirements additional space will be required to allow social distancing.



GUIDELINES FOR OUTDOOR DINING

The following guidelines take into consideration best practices being applied nationally and practical solutions for the City's public spaces.

- Use of public space will be considered temporary and will allow temporary furnishings and structures to accommodate outdoor dining purposes. **Permanent structures of any kind require further review and will be approved by the Zoning Administrator and Building Official as applicable.**
- The City shall have final approval of space occupied by private uses.
- All federal and state guidelines for social distancing shall be followed to the maximum extent possible.
- Pedestrian traffic will be shifted to areas currently occupied by on-street parking spaces. Outdoor dining shall be allowed within the existing sidewalk area.
- The City shall supply all materials for uniform separation between pedestrian traffic and vehicle traffic. Materials will be used to designate the new pedestrian walkway. Materials may include:
 - Cones, planters, rope or other materials
 - Paint
 - Signage
- Restaurants and food service businesses shall supply the following:
 - Outdoor seating including tables and chairs
 - Outdoor lighting
 - Awnings or umbrellas
- Businesses shall comply with all applicable licensing and approved methods of sales and service

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Lease of Commercial Dock Space

DATE: June 1, 2020

PRESENTED BY: Council Members Oleksy, Slater, and Cole

BACKGROUND:

Council members Oleksy, Slater, and Cole requested this agenda item regarding a commercial space at the City Marina to be discussed with further action.

ATTACHMENTS:

- ▣ Letter from Council
- ▣ Reconsideration Steps

Memo to City Manager/ City Clerk

The undersigned council members are requesting the addition of an agenda item for the next regular meeting of the city council scheduled for June 1, 2020.

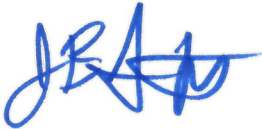
As stated by Kent Seymour (White Cap Charters) in his email to all council members: In the **Rules of Procedure for City Council**, Rule 12: e.1. states: "On the question of permitting any member of the Council to personally profit by contract, job, or work authorized by the City Council, as being in the best interests of the City: **Unanimous affirmative vote** of all the remaining members of the Council is required."

We are requesting the agenda item of May 18, 2020 regarding the lease of a commercial space at the city marina be discussed with further action.

Tom Oleksy, 2nd Ward Council Member



Brian Slater, 2nd Ward Council Member



Aaron Hagen, 1st Ward Council Member

Shane Cole, 3rd Ward Council Member



RECONSIDERATION STEPS

IF THE COUNCIL WISHES TO CHANGE THEIR MIND:

Per the *Rules and Procedures for City Council*, the Council may reconsider the matter, if certain events take place.

Rule 13 (k) states that:

*"When a question has once been decided, it shall be in order for any Council member to move the reconsideration thereof, but no motion for the reconsideration of any vote shall be in order unless made on the same day the vote was taken, or at, **but not later than, the next regular meeting of the Council**, nor shall the same questions, once having been passed, be reconsidered more than once. **The Council shall require the votes of the same majority of the Council on a timely motion to reconsider an action as was required for its passage.**"*

Rule 14: Reconsideration; special rule:

"A motion to reconsider may be laid on the table. The tabling of a motion to reconsider shall not carry with it the original question but shall be equivalent to a refusal to reconsider. It shall not be in order to take from the table a motion to reconsider, nor shall the vote whereby any motion to reconsider was laid on the table be reconsidered."

IF the Council wishes to reconsider the issue at the current meeting or at the next regular meeting, the following motion can be made. (This **does not** negate the motion made at the previous meeting.)

[As an example, assume that a motion was made at the June 15, 2018 City Council Meeting.]

Motion to reconsider "the approval of XYZ made at the June 15, 2018 City Council Meeting"

OR

IF the Council wishes to reconsider the issue AFTER the next regular meeting, the following two motions can be made. (This **does not** negate the motion made at the previous meeting.)

Motion to suspend Rule 13(k) of the Rules of Procedure for City Council.

Motion to reconsider "the approval of XYZ made at the June 15, 2018 City Council Meeting"

IF this/these motion(s) pass(es), the Council may now entertain a motion to rescind the motion made at the previous meeting.

Motion to rescind "the motion made at the June 15, 2020 Council meeting for the approval of XYZ."

IF the Council's motion of June 15, 2018 is rescinded, then that motion is no longer effective. Thus, the Council is free to make another motion, to take other action OR to take no action at all.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Commercial Dock Variance Request

DATE: June 1, 2020

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

At the May 18, 2020 City Council meeting the Recreation Department presented two respondents to the issued RFP for commercial slip at the Marina. During that presentation the question was asked, "could the City award to both vendors"? The answer to this question is simply no. Under our current agreement with the state we are allowed just two commercial slips.

We have since spoken with the state and learned of the process with Michigan State Waterways Commission. We can request a variance to allow for an extra commercial slip for the upcoming summer.

Because we anticipate less transient activity in 2020, if Council deems it appropriate, we would like to request a one year variance to allow an extra commercial vendor for 2020.

RECOMMENDATION:

Motion to approve the Recreation Department to seek a variance with the Michigan State Waterways Commission to allow a 3rd commercial boat service to be located in the Charlevoix City Marina for the summer of 2020.

ATTACHMENTS:

- ▣ Variance Request-MSWC
- ▣ MSWC Cover Letter

MSWC VARIANCE REQUEST FORM

Date: May 28, 2020

In addition to filling out the information below, please **attach a letter** detailing out your variance request. Both this form and your letter can be emailed to Linnae Dawson at: **dawsonl@michigan.gov**

Name of Facility: Charlevoix City Marina

Contact name and phone: Kent Knorr, Recreation Director, 231-547-7183, Pat Klooster, Harbor Master 231-547-3272

Current number of: Transient slips 60 Seasonal slips 8 Commercial slips 2

Three closest privately owned, commercial marinas:

Marina name: Northwest Marine Yacht Club

Contact name and phone: Elliot Falls 231-547-5552

Distance by vessel: < 1 Mile Current occupancy: 217

Marina name: Irish Boat Shop

Contact and phone: Jack Hodge 231-547-9967

Distance by vessel: < 1 mile Current occupancy: 193 (Includes Ferry Dock and Stover Docks)

Marina name: Pine Lake Club

Contact and phone: Chip Thornson 231-547-1131

Distance by vessel: < 2 miles Current occupancy: 60

Any known opposing parties: _____

May 28, 2020

Dear Linnae-

Thanks again for speaking with me last week. Attached is our Variance Request for the Charlevoix City Marina.

As we discussed, due to the anticipated reductions in transient boaters this season, we would like to offer an additional commercial slip. We just recently had an RFP issued for our commercial slip. At that time, we received two qualified bids and awarded one. We would like to be able to offer the second vendor dockage for the summer of 2020.

The Charlevoix City Marina is extremely popular. The location, dedicated staff, and amenities make it a very popular location for boaters and tourist. The anticipated commercial vessel revenue to the Marina will be based on a rate of \$150 per foot for the season. Anticipated commercial use will be for small vessel fishing and private charters.

If you have any questions, please feel free to contact me.

Thanks,

Kent Knorr
Recreation Director
City of Charlevoix
210 State Street
Charlevoix, Mi 49720
231-547-7183

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Request from BLOOM & The Cantina to Improve Safety of Van Pelt Alley

DATE: June 1, 2020

PRESENTED BY: Lindsey Dotson, Main Street DDA Director

BACKGROUND:

The city has received a request from two businesses located in Van Pelt Alley - BLOOM & The Cantina - to temporarily block off the space between their two buildings for pedestrian use only. A complication has arisen with the limited operating capacity that the businesses must adhere to for proper social distancing, which has resulted in more pedestrians populating the alley as they wait for a table or wait to go inside the flower shop. There have already been several instances that vehicles have attempted to drive through the area that raised safety concerns.

Since these businesses don't have a sidewalk that their customers can spread out on the request gives them the space that other restaurants/shops do in our district. The businesses hope that this can be in place through October of this year.

Zoning Administrator Jonathan Scheel was consulted about this potential change in the alley and saw no issues with it.

Superintendent of Public Works Pat Elliot also stated that such a closure would not pose any inconvenience to his staff, but that any and all fixtures would need to be moved easily in case that Public Works had to access water service in the area for any reason.

Details about what would be used to block the space are still pending. Stanchions are a consideration so that they can be moved for emergency access to the area if needed; Chief Doan was consulted for emergency access considerations and will continue to be part of this dialogue if Council agrees.

On May 26 the Charlevoix Main Street DDA Board reviewed the request and voted to recommend that council approve the request.

GOALS:

Ensure Charlevoix is environmentally sustainable while also economically viable

RECOMMENDATION:

Motion to approve temporary closure to vehicular traffic of Van Pelt Alley between 100 Van Pelt Place and 101 Van Pelt Place with readily movable fixtures to improve the safety of pedestrians while also giving a place to adequately social distance while businesses in this area are operating at a reduced capacity.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Bridge Street Taproom Outdoor Dining

DATE: June 1, 2020

PRESENTED BY: Jonathan Scheel, Zoning Administrator

BACKGROUND:

Several years ago, the Bridge Street Tap Room obtained permission from Council to use space adjacent to their building next to Bridge Park as an outdoor patio service area. They are requesting an enlarged footprint. The attached plan and resolution would permit this.

RECOMMENDATION:

Motion to approve Bridge Street Tap Room outdoor dining Resolution 2020-06-01.

ATTACHMENTS:

- ▣ Tap Room Patio Plan
- ▣ Resolution

side walk

Bridge Park

camp

15'

6'

8'

proposed expanded barrier

10'

existing barrier

10'

22'

Entrance

Bridge Street Tap Room

↑ stairs to Bridge Park Drive

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-06-01
APPROVAL OF AN OUTDOOR SEATING AREA TO SERVE FOOD AND ALCOHOLIC BEVERAGES
FOR THE BRIDGE STREET TAP ROOM

WHEREAS, in accordance with the Cool Cities initiatives, the City of Charlevoix is supportive of outdoor dining experiences, which provides restaurants an incentive to invest in Charlevoix and an enjoyable experience for our residents and visitors; and

WHEREAS, the City permits other restaurants to have outdoor seating on City property where patrons can be served food and alcohol, provided that this use is permitted by the Michigan Liquor Control Commission and the Michigan Department of Transportation; and

WHEREAS, the City finds that the sidewalk area adjacent to the building is unused and the outdoor seating area will not interfere with pedestrian movement; and

WHEREAS, the patrons of the Bridge Tap Room and the general public are not permitted to consume alcoholic beverages outside of the seating area unless it is during an event authorized by City Council.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix authorizes the Bridge Street Tap Room to provide outdoor seating and to serve food and alcoholic beverages within that seating area effective through December 31, 2020 based on the attached site plan dated May 26, 2020.

RESOLVED this 1st day of June, 2020 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: 2020 Permit Parking Rules and Process

DATE: June 1, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Council has discussed several times plans for the 2020 reserved permit parking spaces around the downtown. A draft set rules, bid information, and locations is attached. Notably different from last year is the elimination of spaces at the base of Antrim Street behind the performance pavillion and an increase in the fee with a minimum \$1,250 bid required to obtain a permit.

This item was originally scheduled for action back on March 16, 2020 but was canceled due to the onset of pandemic conditions. Given Council's consideration for other changes downtown, I recommend against establishing permit parking spaces this year so that as much parking can be available as possible.

RECOMMENDATION:

Motion to suspend permit parking for the 2020 season.

Alternatively, Council could provide other direction including addressing it on a case-by-case basis.

ATTACHMENTS:

- ▣ Downtown Permit Parking Rules



2020 Downtown Reserved Permit Parking Rules and Fees

By direction of the City Council, the following fees and stipulations apply to those seeking a permit for a limited number of reserved downtown parking spaces:

Location

Acacia Lot (between Clinton and Bridge Park Drive)	12 spaces
DeWitt Lot (off Park Avenue)	2 spaces
Kusina Lot (between Antrim and Mason Streets, southwest corner)	2 spaces

Price

Persons or parties interested in one or more spaces shall deliver a sealed bid to the Charlevoix Police Department by 3pm EDT on April 15. Bids will be accepted for not less than \$1,250 per space; with the highest bidder receiving preference in location; bidders shall specify their preferred lot. Bids will be opened at the date and time noted above; faxed, emailed and late bids will not be accepted. Council will award the package of permits based on bids and preferences on April 20, 2020.

Terms

Permit reserved parking spaces are valid from May 15, 2020 through October 15, 2020.

Permit holders shall not place signage, cones, or any other non-city issued item in the space, on the pole or paint any marking, symbol or logo in or around the space. Spaces remain the sole property of the City of Charlevoix.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Council Appointment

DATE: June 1, 2020

PRESENTED BY: Joyce M. Golding, City Clerk

BACKGROUND:

Kay Heise's term is expiring on the Historic District Commission. She is requesting that Council consider her for reappointment.

RECOMMENDATION:

Motion to reappoint Kay Heise to the Historic District Commission, term expiring June 2023.

ATTACHMENTS:

- ▣ Application



RECEIVED

MAY 20 2020

CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

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

PLEASE PRINT

NAME: Kay Heise
ADDRESS: 200 Auld
HOME PHONE: 231-547-0899 CELL PHONE: _____
EMAIL: kayheise@att.net
ARE YOU A REGISTERED VOTER IN THE CITY? yes HOW LONG HAVE YOU LIVED IN THE CITY? 21 years

EDUCATIONAL BACKGROUND: B.A. education M.A. specialist reading instruction

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: 30 yrs teaching -
Michigan, Connecticut, Texas

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: Former Board member: Ch. County Comm Foundation,
Ch. Historical Society, Friends of the Library
Fund raiser: Ch. Public Library

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:

currently serving on Hist. District Commission as Secretary also

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:

No

REASON(S) YOU WISH TO SERVE:

Continue working on historic
preservation in Charlevoix

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

SIGNATURE:

Kay Heise

DATE: 5-17-2020

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

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: June 1, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Parking Meters and Pay Stations

Last fall, Council agreed to purchase new parking meters and parking pay stations from IPS Group. We took delivery of nearly all this equipment this week. For the moment, it seems imprudent to install them and thereby create another touch point in our community. Council can certainly give more direction on timing as you may wish. Also included in my report is a draft agreement with Charlevoix State Bank Council authorized last August to pay for the meters through a Public Act 99 lease/purchase arrangement. The City Attorney and I will be finalizing this shortly.

B. Honoring the CHS class of 2020

With the cancellation of many traditional senior honors, Charlevoix Public Schools approach the City with a couple of things you'll be seeing this weekend. First, they ordered banners for the poles downtown to honor each graduating senior. Their staff did most of the installation work and the City paid for the brackets which we can use again in the future. Second, on May 31, there will be a car parade through town with each senior in their own vehicle to be honored. It seemed both of these was fitting as a way to honor the achievements of these students in this challenging time.

C. Ferry Beach, Boat Launch, and Kayak Launch

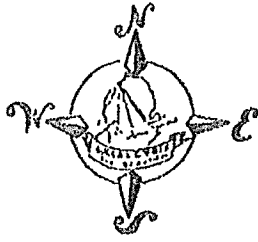
Last year, there was a lot of public engagement on whether BIBCO should consider a new docking location on Ferry Avenue. Public opinion on this settled with a clear no but there were other items about the boat launch and Ferry Beach that seemed to indicate improvements to the boat launch are needed, the addition of an ADA kayak launch is welcome because the community places high value on the recreational aspect of the park, additional parking may be needed to support the boat launch, and high water levels are causing erosion and wet spots in the park. I asked Edgewater Resources to develop a proposal for us to consider that would have them study these various aspects and again gain public input on the direction of these recreation-driven improvements. I understand some neighbors in the area have ideas of improvements they would like to see and the Charlevoix Mariners would also like to consider moving their sailing school to this area in conjunction with the new Charlevoix Yacht Club.

I've attached the draft proposal from Edgewater. I think it is questionable given current conditions if it is advisable to move forward with this project at this time but it is worth having this in the back of the proverbial "community mind" as a prospect. I plan to also share it with the Shade Tree and Park Commission for their input also before anything comes back to Council.

It is worth stressing this is a proposal for design and consulting services to study conditions and what improvements could be made. This does not indicate any given outcome.

ATTACHMENTS:

- ▣ Housing Commission Minutes
- ▣ Loan Application
- ▣ Ferry Beach Boat Launch, Parking Lot, and Park Improvements



CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.
CHARLEVOIX, MICHIGAN 49720
(231) 547-8451

PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

TUESDAY, MARCH 17, 2020 2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

AGENDA:

Call to Order/Roll Call

Additions to the Agenda

Approval of Meeting Minutes and Payables –February 18th, 2020

Old Business: (Tabled) Resolution # II-20 Inter-governmental Management Agreement and Maintenance Addendum (Revisions Added)

New Business:

Executive Director's Report -

Maintenance Inspections

REAC Inspections 3/20/20

Elevator Contract

Op Fund/CFP ACC Amendment

Annual Meeting Next Month

Resolution # III-20 FYB 4/1/2020 Budget

Public Comment on subjects unrelated to Agenda Items

Adjournment

CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.

CHARLEVOIX, MICHIGAN 49720

(231) 547-5451



PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, March 17, 2020

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: Mitts Lee, Laurene Crandall, R.J. Waddell, Lillian Left, Joan Buday
Commissioners Absent: None

Others Present: Annessa Haist – Director Mt. Pleasant Housing Commission, Cindy Morris –
Occupancy Specialist/CHC

Chairperson Mitts Lee called the meeting to order at 2:05 p.m.

Additions to the Agenda: NONE

Approval of Meeting Minutes and Payables for February 2020.

R.J. Waddell moved, seconded by Laurene Crandall to accept the regular minutes for February 18, 2020 and payables as presented.

Ayes: Lee, Crandall, Waddell, Left, Buday

Nays: None

Old Business: (Tabled) Resolution # II – 20 Inter-governmental Management Agreement and
Maintenance Addendum (Revisions Added)

Laurene Crandall moved to accept the Resolution # II – 20 Inter-governmental Management
Agreement and Maintenance Addendum as re-written. Seconded by Lillian Left.

Ayes: Lee, Crandall, Waddell, Left, Buday

Nays: None

New Business:

Executive Director's Report –

Maintenance Inspections – Residents were notified of their Annual Yearly Inspection. Done in February, 2020.

REAC Inspections – Charlevoix Housing Commission was notified by email on March 10, 2020 of our 3 year HUD/REAC Inspection scheduled for March 20, 2020. Received another email from HUD on March 16, 2020 letting us be aware that due to the COV19 Pandemic in the United States they would be suspending the Inspection visit at this point in time.

Elevator Contract – Director Annessa Haist presented the Board with information on what the current but not up to date contract was. Discussion was had on content and what was needed moving forward. Tabled until further information has been gathered for a solid presentation.

Op Fund/CFP ACC Amendment – Director, Annessa Haist reported that all submissions were done.

Annual Meeting Next Month – April 21, 2020 Director, Annessa Haist made mention that we may need to cancel due to the COVID – 19 Pandemic. Board was in agreement final decision will be made at a later date.

Director Annessa Haist then started discussion on Resolution # III – 20 FYB 4/1/2020 Budget. A brief discussion of conversation was had with the Board members.

R.J. Waddell moved to approve the Resolution # III – 20 FYB 4/1/2020 Budget as presented. Seconded by Joan Buday.

Ayes: Lee, Crandall, Waddell, Left, Buday

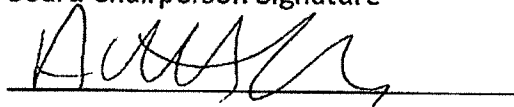
Nays: None

Public Comment on subjects unrelated to Agenda Items: None

Adjournment: Meeting was adjourned at 2:50 p.m.

Respectfully submitted,

Board Chairperson Signature

A handwritten signature in black ink, appearing to be 'A. Haist', is written over a horizontal line.

The next Board Meeting is April 21, 2020 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI 49720.

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Entity: City Of Charlevoix
210 State Street
Charlevoix, MI 49720

Lender: CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is City Of Charlevoix ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the Entity's state of organization. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 210 State Street, Charlevoix, MI 49720. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **May 22, 2020**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of City Of Charlevoix:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Mark L Heydlauff	City Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None**.

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 116303

Page 2

notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated May 22, 2020.

CERTIFIED TO AND ATTESTED BY:

X _____
Mark L Heydlauff, City Manager of City Of Charlevoix

X _____
Joyce M. Golding, Clerk

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

LaserPro, Ver. 20.1.25.001 Copr. Finestra USA Corporation 1997, 2020. All Rights Reserved. - MI C:\HARLAND\CP\LPL\LC22.FC TR-8889 PR-7

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		***	***	
References in the boxes above are for use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:
Mark L Heydlauff, City Manager of City Of Charlevoix
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:
City Of Charlevoix, Corporation, 210 State Street, Charlevoix, MI 49720
- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Not Applicable
- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
☒ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
☐ Any other individual who regularly performs similar functions.
 (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
Mark L Heydlauff, City Manager				

I, Mark L Heydlauff (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct, and on behalf of City Of Charlevoix, I agree to notify the financial institution of any change in such information.

By: Mark L Heydlauff, City Manager of City Of Charlevoix _____ Date _____

¹ U.S. Persons must provide a Social Security Number.

² Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier: _____ (Optional)



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ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: City Of Charlevoix
210 State Street
Charlevoix, MI 49720

Lender: CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

LOAN NO.: 116303

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **May 22, 2020**

BORROWER:

CITY OF CHARLEVOIX

By: Mark L. Heydlauff, City Manager of City Of Charlevoix

Sworn to and subscribed before me this _____ day of _____, 20_____.

X _____
(Notary Public)

My Commission Expires: _____

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		****	****	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Grantor: City Of Charlevoix
210 State Street
Charlevoix, MI 49720

Lender: CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

THIS COMMERCIAL SECURITY AGREEMENT dated May 22, 2020, is made and executed between City Of Charlevoix ("Grantor") and CHARLEVOIX STATE BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Parking Meters as described in Exhibit A

Full Faith and Credit of City with Taxing Authority

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without the prior written consent of Lender.

City Council Regular Meeting -

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 116303

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and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 116303

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false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Michigan Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Any failure of Grantor to pay any taxes assessed against the Collateral or to pay any installment of those taxes or to pay any insurance premium upon any policy covering any property located upon the Collateral shall constitute waste and shall entitle Lender to the appointment by a court of competent jurisdiction of a receiver of the Collateral for the purpose of preventing the waste, except that no receiver may be appointed for any dwelling house or farm occupied by any owner of it as the owner's home or farm or for any store or other business property having an assessed valuation of \$7,500 or less. Subject to the order of the court, the receiver may collect the rents and income from the Collateral and shall exercise control over the Collateral to the extent ordered by the court. A court may also appoint a receiver for the Collateral in any other circumstances permitted by law. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

City Council Regular Meeting -

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 116303

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and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means City Of Charlevoix and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means City Of Charlevoix.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means CHARLEVOIX STATE BANK, its successors and assigns.

Note. The word "Note" means the Note dated May 22, 2020 and executed by City Of Charlevoix in the principal amount of \$126,847.50, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 116303

Page 5

LENDER:

CHARLEVOIX STATE BANK

X

Michael R Hinkle, President and CEO

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IPS Invoice

7737 Kenamar Court,
San Diego, CA 92121

Date	Invoice #
5/18/2020	50931

Bill To
City of Charlevoix-Police Department Kristen Matelski 210 State Street Charlevoix, MI 49720 USA

Ship To
City of Charlevoix-Police Department Kristen Matelski 210 State Street Charlevoix, MI 49720 USA

S.O. No.	P.O. Number	Terms	Due Date	Ship Via	Ship Date	Tracking #
17540	Quote: MW08222019...	Net 30	6/17/2020	UPS	2/18/2020	
Qty	Item Code	Description	Price Each USD	Amount USD		
53	247-504-AS-LH	MK5 Model 247 Meter Mechanism w/Dome Left Sensor w/NFC2A Card Decal: VS/MC/DS/AE Coin Decal: Coins Coin Slot: Quarter	755.00	40,015.00		
52	247-504-AS-RH	MK5 Model 247 Meter Mechanism w/Dome Right Sensor w/NFC2A Card Decal: VS/MC/DS/AE Coin Decal: Coins Coin Slot: Quarter	755.00	39,260.00		
20	795-600-H3P	MK5 Battery Pack Assembly - Primary 3XC (Non-Rechargeable)	30.00	600.00		
1	555-611	Cable - MK5 Charger 11 Right-Angle Daisy Chain	75.00	75.00		
1	555-612	MK5 Charger Trans Wall Plug 12VDC 1.0A	40.00	40.00		
105	Freight Charge	Freight Charge	10.00	1,050.00		
105	Freight Charge	Freight Charge (Sensors)	7.50	787.50		
96	101-032-ASY-B	Model (M95) 147/247 Housing Complete Assembly w/Large Vault - IPSUpper Lock / Abloy Vault Lock - COLOR : Black Upper Code:40 (400-003) Vault Code: B77K0204 (101-805)	205.00	19,680.00		
				Subtotal USD		
Phone #	Fax #	E-mail	Sales Tax USD (6.0%)			
(858) 404-0607	(858) 404-0603	AR@IPSGroupInc.com	Total USD			
All purchased orders must be sent to: SalesOrders@IPSGroupInc.com			Payments/Credits USD			
REMIT PAYMENT TO: IPS Group, Inc P.O. Box 80500 City of Industry, CA 91716-8500			Balance Due USD			

IPS Invoice

7737 Kenamar Court,
San Diego, CA 92121

Date	Invoice #
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Bill To
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S.O. No.	P.O. Number	Terms	Due Date	Ship Via	Ship Date	Tracking #
17540	Quote: MW08222019...	Net 30	6/17/2020	UPS	2/18/2020	
Qty	Item Code	Description	Price Each USD	Amount USD		
105	120-009	Large Coin Can Assembly - IPS lock	35.00	3,675.00		
50	101-033-B	Coin Can Code: 98 IPS Dome Sensor Yoke Assembly	69.00	3,450.00		
3	400-202-40	Color: Black Code: 40 IPS Long Key Blank	0.00	0.00		
3	400-202-98	Code: 98 IPS Long Key Blank	0.00	0.00		
3	101-806	Abloy Parking Cash Vault Lock Key	0.00	0.00		
96	Freight Charge	Freight Charge (Housings)	15.00	1,440.00		
50	Freight Charge	Freight Charge (Yokes)	7.50	375.00		
1	MS1.PbP.nBNA	MS1 Multi-Space Pay Station - Pay by Plate without BNA -US Cabinet - EU Interface - US Module - EMV/Contactless CC Decals: VS/MC/DS/AE Upper Code:6FA055689AB Lower Code:6FA044352AB	6,356.00	12,712.00		
2	767-058-3					
2	767-047-ASY					
2	767-295					
2	767-296					
2	767-089	Spare Replacement MS1 Coin Box with Lock CODE:535 MS1 Standard Mounting Pedestal MS1 Standard Mounting Plinth MS1 Installation Hardware	0.00	0.00		
			0.00	0.00		
			0.00	0.00		
				Subtotal USD		
Phone #	Fax #	E-mail	Sales Tax USD (6.0%)			
(858) 404-0607	(858) 404-0603	AR@IPSGroupInc.com	Total USD			
All purchased orders must be sent to: SalesOrders@IPSGroupInc.com REMIT PAYMENT TO: IPS Group, Inc P.O. Box 80500 City of Industry, CA 91716-8500			Payments/Credits USD			
			Balance Due USD			

All purchased orders must be sent to: SalesOrders@IPSGroupInc.com

REMIT PAYMENT TO:
IPS Group, Inc
P.O. Box 80500
City of Industry, CA 91716-8500

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San Diego, CA 92121

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Bill To
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S.O. No.	P.O. Number	Terms	Due Date	Ship Via	Ship Date	Tracking #
17540	Quote: MW08222019...	Net 30	6/17/2020	UPS	2/18/2020	
Qty	Item Code	Description	Price Each USD	Amount USD		
2	767-901	7" Paper Roll (standard)	0.00	0.00		
3	767-917	MS1 Key Code: 6FA055689AB	0.00	0.00		
3	767-917	MS1 Key Code: 6FA044352AB	0.00	0.00		
3	767-624	MS1 Coin Box Key Code: 535	0.00	0.00		
3	767-045	Vault T Bar Key	0.00	0.00		
		MS1 Solar Powered Pay by Plate Pay Station without BNA Complete with Installation Kit and Paper Roll (US)		12,712.00		
2	Freight Charge	Freight Charge	250.00	500.00		
		Spares:				
1	800-001	Multi-Space Main Operating Board with LCD and Modem (US)	749.00	749.00		
1	767-019	Pay by Plate Keypad Assembly	175.00	175.00		
1	810-002	1x6 US Keypad Complete Assembly for Max Time Button	69.00	69.00		
2	767-032	Card Reader Assembly	135.00	270.00		
1	767-622-2P	Multi-Space Tandem/Dual-Pack Backup Battery	300.00	300.00		
1	MSPM-BBC-2PRT	MSPM Back Up Battery Charger 2-Port	115.00	115.00		
1	767-693	Battery Tender Adaptor Cable for IPS Battery	0.00	0.00		
1	120-060	Coin Collection Cart	645.00	645.00		
				Subtotal USD		
Phone #				Sales Tax USD (6.0%)		
Fax #				Total USD		
E-mail				Payments/Credits USD		
(858) 404-0607				Balance Due USD		
(858) 404-0603						
AR@IPSGroupInc.com						
All purchased orders must be sent to: SalesOrders@IPSGroupInc.com						
REMIT PAYMENT TO:						
IPS Group, Inc						
P.O. Box 80500						
City of Industry, CA 91716-8500						

IPS Invoice

7737 Kenamar Court,
San Diego, CA 92121

Date	Invoice #
5/18/2020	50931

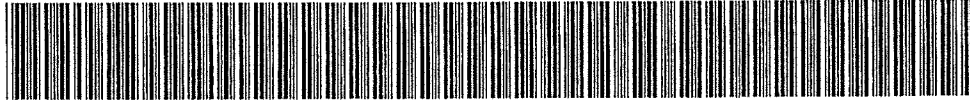
Bill To
City of Charlevoix-Police Department Kristen Matelski 210 State Street Charlevoix, MI 49720 USA

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City of Charlevoix-Police Department Kristen Matelski 210 State Street Charlevoix, MI 49720 USA

S.O. No.	P.O. Number	Terms	Due Date	Ship Via	Ship Date	Tracking #
17540	Quote: MW08222019...	Net 30	6/17/2020	UPS	2/18/2020	
Qty	Item Code	Description	Price Each USD	Amount USD		
1	120-012-P	Simple Coin Collection Canister Head - IPS Key	250.00	250.00		
		Key Code: 98				
1	120-040	Aluminum Collection Canister - No Door	500.00	500.00		
2	400-202-98	Code: 98 IPS Long Key Blank	0.00	0.00		
3	New Collection C...	Version 2 Collection Card-Long	0.00	0.00		
3	New Diagnostic C...	Version 2 New Diagnostic Card-Long	0.00	0.00		
3	New Maintenance ...	Version 2 New Maintenance Card-Long	0.00	0.00		
			Subtotal USD	\$126,732.50		
Phone #	Fax #	E-mail	Sales Tax USD (6.0%)	\$0.00		
(858) 404-0607	(858) 404-0603	AR@IPSGroupInc.com	Total USD	\$126,732.50		
			Payments/Credits USD	\$0.00		
			Balance Due USD	\$126,732.50		

All purchased orders must be sent to: SalesOrders@IPSGroupInc.com

REMIT PAYMENT TO:
IPS Group, Inc
P.O. Box 80500
City of Industry, CA 91716-8500



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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City Of Charlevoix
210 State Street
Charlevoix, MI 49720

Lender: CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

Principal Amount: \$126,847.50

Interest Rate: 2.500%

Date of Note: May 22, 2020

PROMISE TO PAY. City Of Charlevoix ("Borrower") promises to pay to CHARLEVOIX STATE BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty-six Thousand Eight Hundred Forty-seven & 50/100 Dollars (\$126,847.50), together with interest on the unpaid principal balance from May 22, 2020, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.500% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 4 payments of \$26,885.72 each payment and an irregular last payment estimated at \$26,885.70. Borrower's first payment is due October 5, 2020, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on October 5, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any accrued unpaid interest; then to principal; and then to any late charges.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CHARLEVOIX STATE BANK, P. O. Box 217 - 111 State Street Charlevoix, MI 49720.

LATE CHARGE MAXIMUM. The maximum late charge per payment is \$75.00.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of

all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Michigan.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Charlevoix County, State of Michigan.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by A) a Commercial Security Agreement dated May 22, 2020.

QUALIFIED TAX EXEMPT OBLIGATION. Borrower hereby designates the payment obligations of Borrower hereunder as a qualified tax exempt obligation with the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Borrower agrees that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Note in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. In the event that payments under this Note cannot be recognized as tax exempt by Lender, Borrower agrees to pay a taxable equivalent interest rate.

ACT 99, PUBLIC ACTS OF MICHIGAN, 1933. This Note is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended. Borrower Certifies and Warrants to Lender that all requirements under Act 99, Public Acts of Michigan, 1933 have been met.

FULL FAITH AND CREDIT OF THE CITY. Borrower shall include in its general fund budget each year the amount necessary to make all payments of principal and interest under this Promissory Note during such year, when and as the same shall be come due.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: CHARLEVOIX STATE BANK ATT: Loan Department P. O. Box 217 - 111 State Street Charlevoix, MI 49720.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF CHARLEVOIX

By: _____
Mark L Heydlauff, City Manager of City Of
Charlevoix

LENDER:

CHARLEVOIX STATE BANK

X _____
Michael R Hinkle, President and CEO



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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$126,847.50	05-22-2020	10-05-2024	116303		***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City Of Charlevoix
210 State Street
Charlevoix, MI 49720

Lender: CHARLEVOIX STATE BANK
Main Office
111 State Street
P. O. Box 217
Charlevoix, MI 49720

LOAN TYPE. This is a Fixed Rate (2.500%) Nondisclosable Loan to a Corporation for \$126,847.50 due on October 5, 2024.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: To purchase parking meters.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$126,847.50 as follows:

Amount paid to others on Borrower's behalf:	\$126,732.50
\$126,732.50 to IPS Group, Inc.	
Other Charges Financed:	\$15.00
\$15.00 UCC	
Total Financed Prepaid Finance Charges:	\$100.00
\$100.00 Loan Origination Fee	
Note Principal:	\$126,847.50

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MAY 22, 2020.

BORROWER:

CITY OF CHARLEVOIX

By: Mark L Heydlauff, City Manager of City Of Charlevoix

March 26, 2020

City of Charlevoix
Mark L. Heydlauff
210 State Street
Charlevoix, MI 49720
Sent via email to markh@charlevoixmi.gov

Subject: Ferry Beach Boat Launch, Parking Lot, and Park Improvements

Dear Mark:

Thank you for the opportunity to provide this proposal for services related to the site data collection, design, agency authorization, and implementation of a boat launch and parking lot improvement project at the Charlevoix Municipal Boat Ramp at Ferry Avenue/Ferry Beach Park. We understand the scope of work includes upgrades to the boat launch, parking lot improvements, and possible conversion of the Street Department site to a parking area. This proposal also includes potential additional tasks, including a Wind and Wave Study and the addition of an ADA kayak launch and associated amenities in Ferry Beach Park.





SCOPE OF WORK

We propose to complete the following scope of work:

Task 1 – Site Evaluation and Project Kickoff Meeting

We will meet with City representatives to identify your goals for the project. Project schedule and deliverable timelines will be established. We will visit the project site to better understand the existing conditions at the project site and discuss potential strategies for achieving your goals. The initial site inspection will be performed by a licensed professional engineer to observe the current condition of the site. Our summary memorandum will note our observations, apparent issues to be addressed, and outline potential approaches for achieving the project goals. The site inspection will not include any subsurface investigation, survey, or determination of the structural condition of any existing seawalls or structures.

Deliverables:

- Meeting Minutes with study work plan

Task 2 – Site Characterization

This task includes the coordination of geotechnical investigations, the collection of topographic survey of the shoreline and existing parking lot as well as the Street Department site, and bathymetric survey information from the water's edge through the limits of the launch improvements to understand the current shoreline conditions and topographical elevations of your property. This information will be used to identify the existing slopes and build a 3-Dimensional model of the existing conditions. The survey will be completed in reference to Michigan State Plane Coordinates, International Great Lakes Datum 1985, and will identify the statutory ordinary high-water mark (OHWM). The OHWM is the jurisdictional limit of the permitting agencies. The data collected will be used to evaluate and review the elevations and ultimately to calculate volumes necessary for permitting. Property lines will be shown based upon existing boundary survey information provided by you and/or Charlevoix County GIS. No boundary or retracement survey work is intended with this task.

Completion of preliminary engineering services will require collection of geotechnical borings and a structural soil report to be performed by others under separate contract. We recommend Soils and Structures of Muskegon, Michigan, and we will obtain a proposal for these services for your approval.

Deliverables:

- Existing Conditions Survey Exhibit (PDF via email)



Task 3 – Wind/Wave Study

This task includes technical wind and wave analysis for purposes of understanding the potential need for wave attenuation along the Ferry Beach boat launch area. This study will take into consideration the potential new ADA kayak launch at Ferry Beach and proposed improvements to the docks at Irish Boat Shop North. Dependent on findings, our team will consider design recommendations that combine dock facilities to share and reduce cost.

Deliverables:

- Wind/Wave Study: Report with findings and design recommendations

Task 4 – Conceptual Design and Grant Assistance

We will work with the City on scope of work for the parking lot and determine whether the City's Street Department property will be incorporated into the site improvements. We would then create Concept Design Alternatives based on design criteria established from previous tasks. Edgewater is also able to provide grant application and administration services to help fund proposed boat launch improvements. Our project team has extensive experience working with and completing successful grant applications and implementing grant-funded projects. We have close working relationships with the Michigan Waterways Commission, as well as the Grant in Aid staff at the Michigan Department of Natural Resources. We have completed dozens of projects at Grant in Aid funded marinas, including projects at all 81 State Harbors.

Deliverables:

- Up to two (2) Concept Design Alternatives for review
- Concept Plan for use with grant applications

Task 5 – Preliminary Engineering and Permitting

We will initiate the permitting process for proposed improvements with both Michigan Environment, Great Lakes and Energy (MEGLE) and U. S. Army Corps of Engineers (USACE). Based on input from the City and preliminary conversations with State permitting agencies, we will complete 30% level engineering drawings compliant with MDNR and local standards and sufficient for submission to regulatory agencies for approval. We will utilize data and observations obtained from the site visit, topographic survey, Wind/Wave Study, and geotechnical soil report to define the appropriate boat launch system and parking lot upgrade. We will coordinate with representatives of the Great Lakes Protection Fund (GLPF) to integrate stormwater Best Management Practices (BMPs) into the grading and drainage design of the parking lots. Lake Michigan and Lake Charlevoix historic and predicted water levels, wind/wave information, and other regional shoreline conditions will also be considered. The preliminary design will address the interface with adjacent properties, and upon your approval it will be



submitted to the relevant permitting agencies for approval. Preliminary construction cost estimates will be created for the project.

We do not know at this time what the level of involvement will be for the permitting agencies. The City of Charlevoix will be involved no matter what the scope of work; however, MEGLE and USACE will require permits for work on the boat launch system. Once the preliminary design is approved by the City, we will prepare the appropriate permit applications for the Joint Permit Application required by USACE and the MEGLE for the proposed work. The permit application will include 8 1/2" x 11" format engineering drawings with estimated quantity calculations for the proposed design, as required by the agencies. Property lines and adjacent home locations will be located on the drawings based upon survey information.

We recommend that the permit applications be submitted as early as possible, because permitting is often the critical path of the project schedule and the timeline for permit issuance can be lengthy. During the permitting process, we will be responsible for communication with the State and Federal agencies through permit issuance. Depending upon agency reviews of the permit applications, additional calculations, drawings, design modifications, and/or clarifications may be required to obtain permits. We will prepare and coordinate responses and meet with permitting agencies as needed to complete the process. The issuance of permits will solely be decided by the permitting agencies. Efforts will be made to facilitate permit issuance, but no guarantee of issuance is given or implied.

This proposal assumes a straightforward permitting approach and assumes that up to four (4) permit drawings, and up to one (1) revision, will be required by the agencies for the proposed shoreline work.

Deliverables

- 30% level engineering drawings
- Construction Cost Estimate
- Permit application & drawings

Permit Processing Exclusions

The base scope of work does not include any outside costs for permit fees due to state and federal agencies, obtaining records, etc. While the permit fees will depend upon the proposed project elements, we recommend budgeting for a permit fee of \$2,000, which is typically the State of Michigan application fee required for a major project. This scope of work anticipates a minimal amount of public objection or concern to process the permits and does not include the cost of any timeline delays and/or any special technical studies or testing which may be needed or required by the agencies. These special studies may include, but are not limited to:

- Permit Modifications after permit is issued
- Floodway/floodplain studies/erosion studies
- Water quality certification needs



- Threatened and endangered species studies (i.e. freshwater mussels, Indiana Bat, etc.)
- Wetland delineation/mitigation
- Shoreline improvements/fill/mitigation
- Historic/archeological studies
- Boundary/ Retracement Survey and Title work
- Soil Sampling or environmental testing
- Other, as required by the agencies or special interest groups

Task 6 – Final Design

In order to support future contracting and construction, the preliminary site plan and the permit drawings will be refined into one set of final project drawings and specifications following any design modifications as required by the permitting agencies in Task 5. The site plan will have information which will define the construction limits, material requirements, estimated quantities, required grades and allowable installation tolerances to help the Contractor in establishing final pricing and to complete a proper installation. This task also includes the preparation of a construction cost estimate of the final design for your use in budgeting. This task will continue coordination with GLPF representatives to integrate stormwater BMPs into the final grading and planting plans for the parking lot.

Deliverables

- Project Bid Documents (Drawings and Specifications)
- Construction Cost Estimate

Task 7 – Contractor Procurement and Contracting

The final construction documents (as defined in Task 6) will be used in soliciting to contractors for formal bids. Upon receipt of these formal bids, Edgewater will review the bids provided by you and will provide a recommendation based upon the bids received. Once a contractor is selected, Edgewater will then prepare a draft construction contract package for review by you and your legal counsel, if desired. The construction contract will define the work to be completed, the agreed upon compensation for said work, the payment terms, along with the substantial completion requirements. Edgewater will then update the package per your comments and distribute for execution. This task assumes that you and/or your agents will be directly soliciting contractors to perform the work and that one of the contractors in which the project has been solicited to will be interested in the project and therefore rebidding of the project, if needed, is not included in this scope.

Deliverables

- Bid Review and Recommendation
- Draft Construction Contract



Task 8 – Construction Administration

We will support the construction process by acting as your representative and observing the progress of construction for conformance with our drawings, permits, and specifications. We will provide clarifications to our drawings, or with your approval, make modifications to the design, which may impact the Contractor's work. This proposal anticipates a construction period of 10 weeks, during which we will make regular site visits to advise whether the work conforms to the construction drawing and specifications and conformance to budget and schedule. The project team will stay involved and be available to answer questions and solve problems throughout construction. This task assumes that the contractor will be responsible for their own site access approval and coordination.

Deliverables

- Attend up to five (6) bi-weekly Owner (if you are available), Engineer, and Contractor Meetings
- Construction observation and field reports
- Advise the Owner independently of performance of Contractors and Subcontractors relative to project schedule
- Respond to Requests for Interpretation (RFI's)
- Review shop drawings within one week
- Review pay applications and make recommendations to Owner regarding approval of payments
- Conduct a project review at completion of the project and issue a single punch list. Upon notification by Contractor that Construction that punch list is complete, provide up to two field reviews to confirm completion. Additional punch lists or field reviews will be performed at hourly rates as authorized by the Owner in writing.
- Issue Certificate of Substantial Completion. Review project close-out documents issued by the contractor.

Task 9 – Ferry Beach Kayak Launch

This task includes work required to complete installation of an accessible kayak launch at Ferry Beach. We understand that the group 'Leadership Charlevoix' has already initiated design discussions with a dock manufacturer and has raised \$25,000 towards the project. This proposal includes the kayak launch as part of an overall Ferry Beach plan and will utilize wave study and shoreline investigations to help determine final design and placement of the kayak launch. Our team will complete the permitting process for the kayak launch and will coordinate as needed with the dock manufacturer to finalize design documents and to oversee installation. We have worked with EZ Dock on similar ADA kayak launch projects elsewhere in the state and would utilize that experience to streamline schedule and maximize available budget.

Deliverables

- Meeting attendance as needed to review project goals with Leadership Charlevoix team, either via phone or web meeting, or in person to overlap with meetings as described in above tasks.



- Permitting assistance to follow that outlined in Task 5
- Coordination with EZ Dock in development of Construction Documents
- Construction Administration, visits to coincide with those as listed in Task 8

Task 10 – Ferry Beach Site Improvements

This task includes work required to finalize existing concept plans for access to the kayak launch described in Task 9, and final design, engineering, and permitting as needed to see the project through construction. Final design will include modifications to the existing parking lot to include a drop-off area for boaters, marked handicap parking spaces, boat storage, and an accessible sidewalk connecting parking to the kayak launch. Our team will supply concept plan drawings and cost estimates as required for grant funding purposes. Also included in this task are accessibility updates to two (2) existing restrooms in Ferry Beach Park. Anticipated improvements include interior renovations that are non-structural and do not require revised plumbing. It is assumed that CAD layout of existing restrooms will be provided. Architectural work beyond this level would be reviewed on an as-needed basis. This task would also be included as part of an overall Ferry Beach plan which would streamline the planning process and optimize available funding by combining survey work, project meetings, and construction site visits with those as listed in Tasks 1-8.

Deliverables

- All meetings as listed above in Tasks 1-8
- Site survey, to be completed at the same time as survey work in Task 2
- Permitting assistance through LARA and any local agencies to follow work outlined in Task 5
- Refined Concept Design for review
- Concept plan and cost estimates as needed for grant applications
- Construction Documents
- Bidding services
- Construction Administration, visits to coincide with those as listed in Task 8



FEES

We propose to complete the scope of work outlined above at our standard hourly rates and will not exceed the budgets outlined below without prior written authorization, excluding reimbursable expenses. Reimbursable expenses for printing, travel, etc. will be billed at the cost incurred with no additional markup. For tasks 1-4, we would recommend an expense budget of \$2,000.

Task 1 – Site Evaluation and Project Kickoff Meeting	\$ 2,500
Task 2 – Site Characterization (Topo and Bath Survey)	\$ 10,000
Task 3 – Wind/Wave Study	\$ 12,000
Task 4 – Conceptual Design and Grant Assistance	\$ 10,500
Task 5 – Preliminary Engineering	\$ 12,500
Coordination with Permitting Agencies Hourly Budget	\$ 3,000
Permit Application and Processing	\$ TBD
Task 6 – Final Design	\$ 5–7% Construction Fees
Task 7 – Contractor Procurement and Contracting	\$ 5,000
Task 8 – Construction Administration	\$ TBD
Task 9 – Ferry Beach Kayak Launch	\$ 8,500
Task 10 – Ferry Beach Site Improvements Including Restrooms	\$ 14,000
 Geotechnical Engineer Allowance	 \$ 10,000

SCHEDULE

We are ready to commence work immediately, assuming weather conditions allow survey and geotechnical investigations. We have contacted the geotechnical engineer we work with on our shoreline projects and asked him to submit a proposal to you for their professional services.

We look forward to your favorable review of this proposal and appreciate the opportunity to be of service. Your signature below and return of one signed copy of this letter, will authorize us to proceed. We will invoice on a monthly basis. If you have any questions, please feel free to contact our office.

Sincerely,

Daryl J Veldman, PE

ACCEPTED BY: _____

DATE: _____

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: Mayor and Council Comments

DATE: June 1, 2020