



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, August 17, 2020- 6:00 PM
Depot Beach, 307 Chicago Avenue, Charlevoix, MI

1. Pledge of Allegiance

- A. Location Information

2. Roll Call

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - August 3, 2020
- B. Accounts Payable and Payroll Check Registers
- C. Designate Representative to MML Annual Meeting

6. Public Hearings and Actions Requiring Public Hearings

- A. Set Public Hearing: Trademark Properties, LLC CFEC Request
Mark L. Heydlauff, City Manager

7. All Other Actions and Requests

- A. Brookside Chapel Update
Leilani Durbin, Silver Linings Charlevoix
- B. Charlevoix Zoo Mural Project Under Bridge Grant Application
Leilani Durbin, Silver Linings Charlevoix & Lindsey Dotson, Main Street DDA Director
- C. Fall Farmers Market Event Request
Sarah Hagen, Charlevoix Area Chamber of Commerce President
- D. Michigan Avenue Speed Sign Request
Mark L. Heydlauff, City Manager
- E. Demolition and Grading for Current DPW Facility
Mark L. Heydlauff, City Manager

8. Reports and Communications

- A. Public Comment

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

9. Other Council Business

- A. Closed Session: City Manager Evaluation MCL 15.268(a)

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: Location Information

DATE: August 17, 2020

BACKGROUND:

In an effort to comfortably welcome the public to attend the meeting in person and to achieve recommendations for social distancing, the meeting will be held under the pavilion at Depot Beach. Please wear a face mask, feel free to bring your own chair, and spread out.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - August 3, 2020

DATE: August 17, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, August 3, 2020 – 6:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

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

1. Pledge of Allegiance

2. Roll Call

Mayor: Luther Kurtz
Members Present: Greg Bryan, Shane Cole, Janet Kalbfell, Tom Oleksy, Brian Slater
Members Absent: Aaron Hagen
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

Kalbfell stated that she had a conflict with Item 7.B.

5. Consent Agenda

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

- A. City Council Meeting Minutes – July 20, 2020
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – July 22, 2020
 - b. Regular Accounts Payable Check Register – August 4, 2020
 - c. ACH Payments – July 20, 2020 to July 27, 2020
 - d. Payroll Check Register – July 24, 2020
 - e. Payroll Transmittal – July 24, 2020
 - f. Tax Disbursement – August 4, 2020
- C. Back-up Road Salt Purchase: \$13,520 from Compass Minerals

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

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

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. Skate Park Update

Recreation Director Knorr recalled that Council asked the Recreation Department to explore ways to expand hours of operation. He stated that we are exploring longer term solutions including the use of security cameras and/or use of a "proxy card" gate for admission during times that the facility is not staffed. He suggested expanded hours with the park opening earlier in the day without supervision and closing under staff supervision.

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

Motion by Cole, second by Kalbfell to ask our Recreation Director to choose Option 1 [park opening earlier without supervision] and giving him discretion to adjust hours based on staffing. Motion carried by unanimous voice vote.

B. Marina Commercial Dockage Offerings for 2021

Kalbfell recused herself. Recreation Director Knorr stated that Staff is in the process of creating an RFP for the Commercial Dock at the City Marina. However, as we explore options for 2021 and the future, it is important to decide if we wish to expand the number of commercial slips being offered in the Marina. He stated that an option is available to submit a request with the Waterways Commission to make this variance permanent. In doing so, we would be requesting that the Marina be able to offer up to three commercial slips. Recreation Knorr will discuss expanding the number of seasonal slips with Council after Labor Day.

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

Motion by Oleksy, second by Cole to direct the Recreation Department to seek a variance at the August 26th Michigan State Waterways Commission meeting to allow a third commercial boat service to be permanently located at the Charlevoix City Marina. Motion carried by unanimous voice vote.

C. Downtown Walkability and SBEI

Kalbfell returned to the meeting. City Manager Heydlauff recalled that Council asked Main Street Executive Director Lindsey Dotson and himself to review the Charlevoix Downtown Alley Corridor Vision (SBEI) and also review options for firms to assist us with a potential study of walkability and streetscaping on Bridge Street. After discussion, Council directed the City Manager to consider the SBEI alley initiatives and bring back a roadmap to accomplish the tasks including engineering requirements.

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

Motion by Cole, second by Slater to direct Staff to apply for the SBEI program at MSU [for a walkability and streetscape study on Bridge Street]. Motion carried by unanimous voice vote.

D. Support for Federal Economic Stimulus Investments for Great Lakes Coastal Communities

City Manager Heydlauff stated that this resolution would symbolically express Charlevoix's support for more federal funds to address shoreline erosion, the impacts of high water and other water-related infrastructure work in the Great Lakes. He noted that this seems to align with our unique challenges as a shoreline community and our commitment to green infrastructure.

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

Motion by Kalbfell, second by Cole to support increased federal funding for water infrastructure in the Great Lakes and adopt Resolution 2020-08-01.

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-08-01
SUPPORT FOR FEDERAL ECONOMIC STIMULUS INVESTMENTS IN
WATER RESTORATION PRIORITIES FOR GREAT LAKES COASTAL COMMUNITIES

- WHEREAS,** *the COVID-19 pandemic has created new challenges for the economy of the City of Charlevoix, with additional expenses and ongoing diminished revenues to state and municipal governments likely to further constrain public services, prolong economic damage, and slow full recovery; and*
- WHEREAS,** *economists, business leaders and elected officials recognize the need for continued economic stimulus efforts to create jobs, generate long-term economic activity and accelerate the pace of recovery, particularly in hard-hit cities; and*
- WHEREAS,** *with nearly one-third of U.S. and Canadian economic activity centered in the Great Lakes region, its economic recovery can fuel the larger, national economic recovery; and*
- WHEREAS,** *investing in water infrastructure is one of the most cost-effective ways to stimulate economic activity, with every job added in the water and wastewater industry projected to create an additional 3.68 jobs in the national economy, and every million dollars in State Revolving Fund spending generating \$2.95 million in economic activity; and*
- WHEREAS,** *the Great Lakes states have identified more than \$12 billion in priority water infrastructure projects that are awaiting funding and are ready for implementation in 2020, including at least 39 projects in U.S. coastal communities that require \$465 million; and*
- WHEREAS,** *coastal communities across the Great Lakes region are heavily impacted by erosion, flooding and other effects from high lake levels and extreme weather events; and*
- WHEREAS,** *Great Lakes water levels are at all-time highs and are predicted to persist until the region experiences dry conditions for up to several years; and*
- WHEREAS,** *climate change is projected to bring more frequent severe storm events that will compound impacts from high water levels, with 100-year storm events already happening every 20 years, on average; and*
- WHEREAS,** *coastal communities in the U.S. and Canada have experienced more than \$500 million in damages over the past year and the U.S. members of the Great Lakes and St. Lawrence Cities Initiative have identified 14 projects requiring approximately \$62 million to repair damage from, and build resilience to, coastal erosion, flooding and other impacts from high lake levels and climate change; and*
- WHEREAS,** *investments in resilience, mitigation and ecosystem restoration are estimated to return more than \$6.00 for every \$1.00 spent and create 39 jobs per \$1 million spent, and historically, every dollar spent on flood risk management by the Army Corps of Engineers has prevented nearly \$10 in damages; and*
- WHEREAS,** *the investments outlined above respond to well-documented needs, enjoy broad support and can be administered quickly through existing programs and swiftly generate job growth and new economic activity in our city and others across the eight-state Great Lakes region.*

NOW THEREFORE BE IT RESOLVED, the City of Charlevoix joins with more than 100 mayors and other municipal leaders convened by the Great Lakes and St. Lawrence Cities Initiative to call for continued action to protect 20 percent of the world's fresh surface water and the drinking water source for 40 million people; and

BE IT FURTHER RESOLVED, the City urges its U.S. Senators and Congressional representatives to support additional economic stimulus efforts focused on water resource priorities, including

- \$20 billion over the next two years for the Clean Water and Drinking Water State Revolving Funds and other water infrastructure programs; and
- \$500 million for federal programs that enable states and local communities to safeguard coastal resources and mitigate future damage from erosion, flooding and severe storm events, including the Army Corps of Engineers Ecosystem Restoration authority; FEMA's Building Resilient Infrastructure and Communities and Flood Hazard Mitigation programs; and the National Coastal Resilience Fund and Resiliency and Habitat Grant Program.

BE IT FINALLY RESOLVED, the citizens of Charlevoix appreciate the federal support provided so far to respond to the COVID-19 pandemic and urge further action to ensure a quick and complete economic recovery while addressing urgent needs to rebuild our water infrastructure and protect our coastal areas.

RESOLVED this 3rd day of August, 2020 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Slater, Oleksy, Kalbfell, Cole, Bryan

Nays: None

Absent: Hagen

E. US-31 Electric Pole Relocation

City Manager Heydlauff stated that the Electric Department has been waiting on MDOT for specifications for moving poles related to MDOT highway work. This work is now under a tight deadline and he requested authorization to act even though we don't have enough information to do so today.

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

Motion by Kalbfell, second by Cole to grant the City Manager the power to sign a contract with Kent Power to move electric poles.
Motion carried by unanimous voice vote.

8. Reports & Communications

A. Public Comments

- Kristen Jones felt the Riverwalk Cottages project was approved without proper notification and was concerned that the property would be short term rentals

B. City Manager Comments

- Recreation Director Knorr successfully implemented special pricing during slow play times at the Golf Course

C. Mayor & Council Comments

- Oleksy was concerned with traffic at Carpenter and Bridge Street
- Cole noted that a house was being moved on May Street and Garfield on August 4, 2020
- Kalbfell expressed appreciation to first responders for a trailer fire at Depot Beach
- Mayor suggested a cross walk on Ferry Avenue at Eaton

9. Other Council Business

10. Adjourn

The Mayor adjourned the meeting at 7:11 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 07/22/2020			
AT&T	3,848.71	MONY LIFE INSURANCE	453.67
AT&T LONG DISTANCE	240.75	PRIORITY HEALTH	39,725.72
AT&T MOBILITY	577.52	STANDARD INSURANCE CO	2,722.27
CHARLEVOIX STATE BANK	12,121.15	VSP INSURANCE CO. (CT)	535.40
CHARTER COMMUNICATIONS	697.26	WEX BANK	1,176.72
DELTA DENTAL	3,320.62	TOTAL	71,436.43
GREAT LAKES ENERGY	229.82		
HOLIDAY COMPANIES	5,786.82		

Regular Accounts Payable – 08/04/2020

ACUSHNET COMPANY	35.94	KLOOSTER, ALIDA K.	50.00
ALL-PHASE ELECTRIC	927.23	KLOOSTER, PATRICK H.	50.00
ANDERSON, ELIZABETH A.	50.00	KNORR, KENT J.	50.00
ANTHEM BLUE CROSS BLUE SHIELD	89.28	KODIAK EMERGENCY VEHICLES	505.05
ANZELL, BETH A.	50.00	KSS ENTERPRISES	2,505.95
AT YOUR SERVICE PLUS INC	375.00	LAMAR COMPANIES	770.00
AVFUEL CORPORATION	53,075.59	LANDSCAPE FORMS INC.	2,880.00
BEAR EARTH HERBALS	61.00	LAVENDER, JOSEPH E.	50.00
BEAVER RESEARCH COMPANY	184.91	LIVINGSTON, BRIAN D.	50.00
BERG, REBECCA	317.00	LOTTIE'S BAGELS	475.00
BLARNEY CASTLE OIL CO	732.84	MAY, MEREDITH	50.00
BOUND TREE MEDICAL LLC	55.44	MAYER, SHELLEY L.	50.00
CHARLEVOIX AGENCY	323.40	MCCARDEL CULLIGAN-PETOSKEY	50.50
CHARLEVOIX CONVENTION &	7,500.00	MCDONNELL, JENNA N.	50.00
CHARLEVOIX COUNTY SHERIFF'S DEPT.	209.99	McGINN, KELLY A.	50.00
CHARLEVOIX SCREEN MASTERS INC	66.00	MCLEAN ENGINEERING CO INC	11,534.10
CINTAS	55.91	McMULLEN, DONALD R.	50.00
CINTAS CORPORATION	105.92	MED ALLIANCE GROUP INC	229.87
CLOTHING COMPANY, THE	150.00	MEDLINE INDUSTRIES INC	814.17
CONWAY PROFESSIONAL SERVICES	7,562.00	MICHIGAN BOATING INDUSTRIES ASSOC	295.00
COOPER, MELANIE SUE	307.00	MICHIGAN OFFICEWAYS INC	999.00
DELL MARKETING L P	1,240.17	MICHIGAN WATER ENV ASSOC	77.00
DeROSIA, PATRICIA E.	50.00	MILLER, WILLIAM S.	50.00
DHASELEER, CARL	372.00	MUNSON HEALTHCARE CHX HOSPITAL	5,162.00
DIGITAL DOLPHIN	169.95	MUNSON OCCUPATIONAL HEALTH & MED	18.00
DOAN, GERARD P.	50.00	NELDEN, CAROL	48.63
DORAN, JUSTIN J.	50.00	NORTHERN CREDIT SERVICES	477.12
DORNBOS SIGN INC.	1,181.32	NORTHERN PUMP SERVICE INC.	1,895.30
DOTSON, LINDSEY J.	50.00	NW MI COG	12,375.00
DROST LANDSCAPE INC.	4,000.00	O'DONNELL, NANCY	107.00
EJ USA INC.	150.72	P.K. CONTRACTING	13,536.34
ELECTIONSOURCE	17.84	POWER LINE SUPPLY	12,059.03
ELLIOTT, PATRICK M.	50.00	PRESTON FEATHER	655.90
ELLSWORTH FARMER'S EXCHANGE	15.00	PURITY CYLINDER GASES INC	52.05
EMBROIDME	1,101.60	QUILL CORP	175.94
EMERGENCY MEDICAL PRODUCTS INC	474.02	REHMANN-ROBSON & CO	10,500.00
EMMET COUNTY SHERIFF'S OFC	400.00	SILVA, JESSE L.A.	50.00
ETNA SUPPLY	3,225.00	SPARTAN STORES LLC	57.77
FARMER WHITE'S	580.00	STANDARD ELECTRIC CO	741.55
FASTENAL COMPANY	48.64	STATE OF MICHIGAN	380.00
FREEDOM MAILING SERVICES INC.	2,257.17	STRICKER'S OUTDOOR POWER EQUIP	1,295.00
GERBER HOMEMADE SWEETS	144.00	SWEETWATER RETAIL CO	75.00
GOLDING, JOYCE M.	50.00	SWEM, DONALD L.	50.00
GOLOVICH, RENEE	118.00	THOMSON REUTERS	81.00
GRAINGER	265.80	TRAVERS, MANUEL J.	50.00
GRAND TRAVERSE DIESEL INC.	118.29	TRUCK & TRAILER SPECIALTIES	454.34
GRAND TRAVERSE GARAGE DOOR	900.14	UNCLE ROD'S INC	262.50
GREAT LAKES ELEVATOR LLC	408.93	UNIFIRST CORPORATION	1,118.47
GUNTZVILLER, RHONDA	1,015.00	USA BLUE BOOK	1,089.95
HANKINS, SCOTT A.	50.00	UWC	1.10
HARBOR HOUSE PUBLISHERS	3,940.00	VILLAGE GRAPHICS INC.	207.35
HARRELL'S	220.00	WURST, RANDALL W.	50.00
HART, JENNIFER	77.80	WYMAN, MATTHEW A.	50.00
HEYDLAUFF, MARK L.	50.00	ZIIBIMIJWANG INC	348.00
INTERWATER FARMS INC	97.00	TOTAL	180,457.82
JOHNSON, MELISSA A.	50.00		
KEN'S REAL FOOD	125.00		

ACH Payments – 07/20/2020 to 07/27/2020

MI PUBLIC POWER AGENCY	42,134.37	MERS (DEFINED BENEFIT PLAN)	50,166.52
NEOFUNDS BY NEOPOST (POSTAGE)	5,000.00	MI PUBLIC POWER AGENCY	38,268.02
IRS (PAYROLL TAX DEPOSIT)	51,233.40	MI PUBLIC POWER AGENCY	172,691.28
ALERUS FINANCIAL (HCSP)	350.00	TOTAL	388,172.21
STATE OF MI (WITHHOLDING TAX)	7,356.30		
VANTAGEPOINT (401 ICMA PLAN)	858.02		
VANTAGEPOINT (457 ICMA PLAN)	20,158.54		
VANTAGEPOINT (ROTH IRA)	955.76		

Payroll Net Pay – Check Date 07/24/2020

HEYDLAUFF, MARK L.	2,724.04	GOLDING, JOYCE M.	1,653.61
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DEROSIA, PATRICIA E.	909.63	KLINGER, BRADLEY W.	390.86
DOTSON, LINDSEY J.	1,422.46	DAVIS, LEAH R.	561.64
KLOOSTER, ALIDA K.	1,753.72	TELGENHOF, WILL G.	404.64
GOLOVICH, KAREN J.	985.71	WHITE III, MARCUS W.	637.74
BARNEVELD, RICHELLE L.	1,157.47	GREYERBIEHL, KELLY M.	847.01
EDWARDS, MACKENZIE R.	1,299.42	CAREY, MADISON Q.	576.47
MILLER, FAITH G.	34.93	CUNNINGHAM, ABIGAIL A.	603.62
MCGINN, KELLY A.	2,085.83	JAREMA, CAROLINE J.	590.16
LAVENDER, JOSEPH E.	1,728.90	PRIMAK, JACOB L.	760.25
DOAN, GERARD P.	2,407.55	CURTIS, LILY E.	683.68
UMULIS, MATTHEW T.	1,204.45	MAY, MEREDITH A.	1,103.85
HANKINS, SCOTT A.	1,693.34	PETROSKY, JACOB D.	818.24
ORBAN, BARBARA K.	1,185.02	WARRINER, RYAN T.	569.24
FLICKEMA, ANDREW M.	1,439.00	WALKER, SAVANNAH P.	871.89
RILEY, DENISE M.	452.44	PETERSON, BENJAMIN D.	678.02
MUNK, CHRISTOPHER J.	1,300.89	KIRINOVIC, THOMAS F.	495.65
SCHICK, TIELER R.	1,333.66	WAGNER, KIRSTEN M.	573.43
MATELSKI, KRISTEN L.	1,356.19	SHEETS, SOPHIA R.	494.92
BINGHAM, LARRY E.	913.16	MOOAR, ISAAK S.	334.82
MACGILLIVRAY, ROGER	581.57	HART, DAVID R.	357.17
AZZOPARDI, LAUREN E.	136.46	MCDONNELL, JENNA N.	907.89
STEWART, MORGAN J.	1,105.08	GILL, DAVID R.	657.88
WURST, RANDALL W.	1,662.20	MASSON, DONALD J.	480.19
MAYER, SHELLEY L.	2,258.98	KUSINA, DENNIS W.	111.45
HILLING, NICHOLAS A.	1,464.55	LABLANCE, MAUREEN J.	215.45
MEIER III, CHARLES A.	1,482.11	LIVINGSTON, BRIAN D.	1,708.92
ZACHARIAS, STEVEN B.	1,394.89	STANLEY, MARK J.	60.95
NEWMAN, MARK J.	1,404.25	MUSILEK, CAMDEN W.	414.10
SWEM, DONALD L.	2,466.17	WAY, KRISTINA M.	177.02
EATON, BRAD A.	2,842.16	WYMAN, MATTHEW A.	2,019.38
WILSON, TIMOTHY J.	2,852.02	MILLER, WILLIAM S.	1,296.73
LAVOIE, RICHARD L.	2,225.14	DOUGLAS, MARK	1,257.45
STEVENS, BRANDON C.	3,069.47	PRIOR, ERIN C.	1,067.47
DRAVES, MARTIN J.	2,975.41	FRATRICK, JOSEPH W.	611.96
ANDERSON, ELIZABETH A.	1,209.90	RICKETSON, BRET J.	268.26
KENWABIKISE, DAVID L.	1,097.59	MCMULLEN, DONALD R.	2,493.71
ELLIOTT, PATRICK M.	2,381.82	SILVA, JESSE L.A.	1,786.38
SCHWARTZFISHER, JOSEPH	1,043.00	JOHNSON, MELISSA A.	1,411.97
BRADLEY, KELLY R.	1,676.63	STEPHENS, LYON G.	239.74
HART II, DELBERT W.	1,287.23	TRAVERS, MANUEL J.	1,451.70
JONES, ROBERT F.	1,300.12	STEVENS, JEFFREY W.	111.59
FARRELL, MITCHELL L.	1,115.54	RILEY, CASEY W.	608.96
THORP JR, WILLIAM D.	1,523.11	JONES, LARRY M.	126.13
LEITNER, RYAN S.	1,617.83	MATZ, EMILY S.	904.85
FERGUSON, ROYCE L.	1,405.65	MOYER, DAVID T.	519.82
DORAN, JUSTIN J.	2,107.26	WHEELER, MICHAEL W.	2,391.06
MANKER SR, DAVID W.	769.66	WISHLER, MICHAEL. J.	1,725.89
NEDWICK, DAVID J.	600.56	AZZOPARDI, ANTHONY J.	2,404.22
FREY, DYLAN V.	434.17	MCCRANEY, RUSSELL R.	60.02
HART III, DELBERT W.	1,010.62	PECK, JARICA L.	81.77
SLADEK, RYLYNN S.	655.00	DIETZ, AMANDA M.	1,339.06
LOUISELLE, ELLIE N.	595.64	MOORE, SASHA L.	167.56
BEMIS, JACKSON R.	830.40	MOYER, NATHAN I.	2,290.89
FINNERTY, HOLLY E.	776.79	SPREEMAN, ASHLEY M.	956.97
CRANDELL, ZACKARY R.	711.97	FAULKNER, CHRISTOPHER J.	2,764.49
KNORR, KENT J.	1,953.46	WHITLEY, ANDREW T.	1,942.01
ANZELL, BETH A.	1,318.58	MORRISON, KEVIN P.	1,584.55
STEBE, LAURA A.	88.66	BISHAW, JAMES H.	555.96
KLOOSTER, PATRICK H.	1,655.71	TOTAL	138,362.55
EVANS JR, HALBERT K.	706.07		

Payroll Transmittal – 07/24/2020

4FRONT CREDIT UNION	952.01	COMMUNICATION WORKERS OF AMER	659.38
AMERICAN FAMILY LIFE	608.28	MI STATE DISBURSEMENT UNIT	209.65
CHAR EM UNITED WAY	90.00	MONY LIFE INSURANCE	350.85
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,466.44
CHEMICAL BANK	25.00	TOTAL	5,328.61

Tax Disbursement – 08/04/2020

CHARLEVOIX COUNTY TREASURER	388.83	CHARLEVOIX PUBLIC SCHOOLS	17,567.07
CHARLEVOIX COUNTY TREASURER	277,812.13	CHARLEVOIX PUBLIC SCHOOLS	12,296.28
CHARLEVOIX PUBLIC SCHOOLS	425,428.30	CHARLEVOIX PUBLIC SCHOOLS	5,268.51

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CHARLEVOIX PUBLIC SCHOOLS
CITY OF CHARLEVOIX - TAXES DUE
CITY OF CHARLEVOIX/DDA

17,215.68
192,952.96
326,123.91

STATE OF MICHIGAN
TOTAL

2,621.36
1,277,675.03

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CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: August 17, 2020

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/01/2020	08/07/2020	131000	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	977.01
08/01/2020	08/07/2020	131001	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	515.00
08/01/2020	08/07/2020	131002	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
08/01/2020	08/07/2020	131002	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	481.00
08/01/2020	08/07/2020	131003	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/1/20	90.00
08/01/2020	08/07/2020	131004	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	967.00
08/01/2020	08/07/2020	131005	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	25.00
08/01/2020	08/07/2020	131006	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	659.38
08/01/2020	08/07/2020	131007	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	249.43
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 8/1/2	47.68
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 8/1/202	4.00
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.32
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 8/1/	6.83
08/01/2020	08/07/2020	131008	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 8/1/20	2.59
08/01/2020	08/07/2020	131009	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 8	251.25
08/01/2020	08/07/2020	131010	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,466.44
Grand Totals:						6,119.86

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

08/07/20 Payroll Transmittal Checks	\$ 6,119.86
08/07/20 Payroll (net pay)	\$ 139,174.66
08/18/20 Regular Accounts Payable	\$ 833,579.35
Checks Sub-Total:	\$ 978,873.87

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

08/03/20 MI Public Power Agency	\$ 21,401.73
08/04/20 AMG Payment Solutions	\$ 145.32
08/04/20 Payment Service Network Inc	\$ 252.90
08/04/20 Proximity Space Inc	\$ 100.90
08/07/20 IRS (Payroll Tax Deposit)	\$ 50,837.02
08/07/20 Alerus Financial (HCSP)	\$ 350.00
08/07/20 State of MI (Withholding Tax)	\$ 7,440.21
08/07/20 Vantagepoint (401 ICMA Plan)	\$ 858.02
08/07/20 Vantagepoint (457 ICMA Plan)	\$ 20,148.26
08/07/20 Vantagepoint (Roth IRA)	\$ 1,155.76
08/10/20 MI Public Power Agency	\$ 23,279.89
08/10/20 State of MI (Sales Tax)	\$ 26,288.09
08/11/20 DTE Energy	\$ 1,546.82
ACH Sub-Total:	\$ 153,804.92

Huntington National Bank Total: \$ 1,132,678.79

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

08/18/20 Tax Disbursement	\$ 996,042.38
Charlevoix State Bank Total:	\$ 996,042.38

Grand Total: \$ 2,128,721.17

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/01/2020	PC	08/07/2020	31280	FLANDERS, FRANCIS B.	90		44.04
08/01/2020	PC	08/07/2020	31281	BRYAN, BRENDA L.	91		46.17
08/01/2020	PC	08/07/2020	31282	HEYDLAUFF, MARK L.	102		3,012.48
08/01/2020	PC	08/07/2020	31283	GOLDING, JOYCE M.	106		2,085.85
08/01/2020	PC	08/07/2020	31284	DEROSIA, PATRICIA E.	107		481.10
08/01/2020	PC	08/07/2020	31285	DOTSON, LINDSEY J.	109		1,422.46
08/01/2020	PC	08/07/2020	31286	KLOOSTER, ALIDA K.	121		2,129.16
08/01/2020	PC	08/07/2020	31287	GOLOVICH, KAREN J.	122		985.70
08/01/2020	PC	08/07/2020	31288	BARNEVELD, RICHELLE	123		1,140.77
08/01/2020	PC	08/07/2020	31289	EDWARDS, MACKENZIE	124		1,674.88
08/01/2020	PC	08/07/2020	31290	MCGINN, KELLY A.	146		2,518.09
08/01/2020	PC	08/07/2020	31291	LAVENDER, JOSEPH E.	153		1,728.90
08/01/2020	PC	08/07/2020	31292	DOAN, GERARD P.	201		2,407.55
08/01/2020	PC	08/07/2020	31293	UMULIS, MATTHEW T.	205		1,344.14
08/01/2020	PC	08/07/2020	31294	HANKINS, SCOTT A.	208		1,784.49
08/01/2020	PC	08/07/2020	31295	ORBAN, BARBARA K.	209		1,134.77
08/01/2020	PC	08/07/2020	31296	FLICKEMA, ANDREW M.	211		1,807.30
08/01/2020	PC	08/07/2020	31297	RILEY, DENISE M.	213		450.14
08/01/2020	PC	08/07/2020	31298	MUNK, CHRISTOPHER J.	215		1,722.30
08/01/2020	PC	08/07/2020	31299	SCHICK, TIELER R.	216		1,511.34
08/01/2020	PC	08/07/2020	31300	MATELSKI, KRISTEN L.	230		1,356.19
08/01/2020	PC	08/07/2020	31301	BINGHAM, LARRY E.	240		1,006.88
08/01/2020	PC	08/07/2020	31302	MACGILLIVRAY, ROGER	244		588.97
08/01/2020	PC	08/07/2020	31303	AZZOPARDI, LAUREN E.	246		91.62
08/01/2020	PC	08/07/2020	31304	STEWART, MORGAN J.	247		1,105.08
08/01/2020	PC	08/07/2020	31305	WURST, RANDALL W.	411		1,297.73
08/01/2020	PC	08/07/2020	31306	MAYER, SHELLEY L.	412		1,689.11
08/01/2020	PC	08/07/2020	31307	HILLING, NICHOLAS A.	413		2,145.82
08/01/2020	PC	08/07/2020	31308	MEIER III, CHARLES A.	421		1,636.97
08/01/2020	PC	08/07/2020	31309	ZACHARIAS, STEVEN B.	422		1,460.40
08/01/2020	PC	08/07/2020	31310	NEWMAN, MARK J.	424		1,145.81
08/01/2020	PC	08/07/2020	31311	SWEM, DONALD L.	512		2,466.16
08/01/2020	PC	08/07/2020	31312	EATON, BRAD A.	515		2,646.58
08/01/2020	PC	08/07/2020	31313	WILSON, TIMOTHY J.	516		3,317.91
08/01/2020	PC	08/07/2020	31314	LAVOIE, RICHARD L.	519		2,297.88
08/01/2020	PC	08/07/2020	31315	STEVENS, BRANDON C.	521		2,799.35
08/01/2020	PC	08/07/2020	31316	DRAVES, MARTIN J.	523		2,413.02
08/01/2020	PC	08/07/2020	31317	ANDERSON, ELIZABETH	526		1,216.00
08/01/2020	PC	08/07/2020	31318	KENWABIKISE, DAVID L.	528		1,097.59
08/01/2020	PC	08/07/2020	31319	ELLIOTT, PATRICK M.	600		2,381.82
08/01/2020	PC	08/07/2020	31320	SCHWARTZFISHER, JOS	603		1,326.14
08/01/2020	PC	08/07/2020	31321	BRADLEY, KELLY R.	614		1,319.96
08/01/2020	PC	08/07/2020	31322	HART II, DELBERT W.	616		1,557.82
08/01/2020	PC	08/07/2020	31323	JONES, ROBERT F.	618		1,696.00
08/01/2020	PC	08/07/2020	31324	FARRELL, MITCHELL L.	622		1,311.68
08/01/2020	PC	08/07/2020	31325	THORP JR, WILLIAM D.	623		1,475.62
08/01/2020	PC	08/07/2020	31326	LEITNER, RYAN S.	624		1,527.43
08/01/2020	PC	08/07/2020	31327	FERGUSON, ROYCE L.	625		1,905.30
08/01/2020	PC	08/07/2020	31328	DORAN, JUSTIN J.	634		2,107.26
08/01/2020	PC	08/07/2020	31329	MANKER SR, DAVID W.	639		730.91
08/01/2020	PC	08/07/2020	31330	FREY, DYLAN V.	643		636.65
08/01/2020	PC	08/07/2020	31331	HART III, DELBERT W.	657		962.69
08/01/2020	PC	08/07/2020	31332	SLADEK, RYLYNN S.	660		642.45
08/01/2020	PC	08/07/2020	31333	LOUISELLE, ELLIE N.	664		362.46
08/01/2020	PC	08/07/2020	31334	BEMIS, JACKSON R.	667		694.38
08/01/2020	PC	08/07/2020	31335	FINNERTY, HOLLY E.	669		802.17
08/01/2020	PC	08/07/2020	31336	CRANDELL, ZACKARY R.	691		736.62

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/01/2020	PC	08/07/2020	31337	KNORR, KENT J.	700		1,953.46
08/01/2020	PC	08/07/2020	31338	ANZELL, BETH A.	702		1,318.58
08/01/2020	PC	08/07/2020	31339	STEBE, LAURA A.	703		22.16
08/01/2020	PC	08/07/2020	31340	KLOOSTER, PATRICK H.	743		1,655.71
08/01/2020	PC	08/07/2020	31341	EVANS JR, HALBERT K.	744		706.07
08/01/2020	PC	08/07/2020	31342	KLINGER, BRADLEY W.	747		271.57
08/01/2020	PC	08/07/2020	31343	DAVIS, LEAH R.	748		740.47
08/01/2020	PC	08/07/2020	31344	TELGENHOF, WILL G.	749		472.21
08/01/2020	PC	08/07/2020	31345	WHITE III, MARCUS W.	754		725.25
08/01/2020	PC	08/07/2020	31346	GREYERBIEHL, KELLY M.	757		847.01
08/01/2020	PC	08/07/2020	31347	CAREY, MADISON Q.	758		244.23
08/01/2020	PC	08/07/2020	31348	CUNNINGHAM, ABIGAIL A	759		691.52
08/01/2020	PC	08/07/2020	31349	JAREMA, CAROLINE J.	760		510.64
08/01/2020	PC	08/07/2020	31350	PRIMAK, JACOB L.	761		657.52
08/01/2020	PC	08/07/2020	31351	CURTIS, LILY E.	770		793.08
08/01/2020	PC	08/07/2020	31352	MAY, MEREDITH A.	771		1,119.26
08/01/2020	PC	08/07/2020	31353	PETROSKY, JACOB D.	772		655.34
08/01/2020	PC	08/07/2020	31354	WARRINER, RYAN T.	773		700.32
08/01/2020	PC	08/07/2020	31355	WALKER, SAVANNAH P.	774		736.05
08/01/2020	PC	08/07/2020	31356	PETERSON, BENJAMIN D	785		722.53
08/01/2020	PC	08/07/2020	31357	KIRINOVIC, THOMAS F.	790		495.65
08/01/2020	PC	08/07/2020	31358	WAGNER, KIRSTEN M.	793		502.28
08/01/2020	PC	08/07/2020	31359	SHEETS, SOPHIA R.	794		536.77
08/01/2020	PC	08/07/2020	31360	MOOAR, ISAAK S.	796		493.14
08/01/2020	PC	08/07/2020	31361	HART, DAVID R.	836		429.82
08/01/2020	PC	08/07/2020	31362	MCDONNELL, JENNA N.	839		932.25
08/01/2020	PC	08/07/2020	31363	GILL, DAVID R.	856		761.75
08/01/2020	PC	08/07/2020	31364	MASSON, DONALD J.	861		546.18
08/01/2020	PC	08/07/2020	31365	KUSINA, DENNIS W.	862		136.77
08/01/2020	PC	08/07/2020	31366	LABLANCE, MAUREEN J.	863		287.77
08/01/2020	PC	08/07/2020	31367	LIVINGSTON, BRIAN D.	866		1,708.92
08/01/2020	PC	08/07/2020	31368	STANLEY, MARK J.	867		63.72
08/01/2020	PC	08/07/2020	31369	MUSILEK, CAMDEN W.	869		390.47
08/01/2020	PC	08/07/2020	31370	WAY, KRISTINA M.	870		288.71
08/01/2020	PC	08/07/2020	31371	WYMAN, MATTHEW A.	927		1,648.39
08/01/2020	PC	08/07/2020	31372	MILLER, WILLIAM S.	933		1,535.23
08/01/2020	PC	08/07/2020	31373	DOUGLAS, MARK	935		1,285.10
08/01/2020	PC	08/07/2020	31374	PRIOR, ERIN C.	938		1,029.43
08/01/2020	PC	08/07/2020	31375	FRATRICK, JOSEPH W.	940		593.33
08/01/2020	PC	08/07/2020	31376	RICKETSON, BRET J.	950		706.82
08/01/2020	PC	08/07/2020	31377	MCMULLEN, DONALD R.	1000		2,753.32
08/01/2020	PC	08/07/2020	31378	SILVA, JESSE L.A.	1001		1,436.55
08/01/2020	PC	08/07/2020	31379	JOHNSON, MELISSA A.	1004		2,473.03
08/01/2020	PC	08/07/2020	31380	STEPHENS, LYON G.	1005		73.91
08/01/2020	PC	08/07/2020	31381	TRAVERS, MANUEL J.	1006		1,715.60
08/01/2020	PC	08/07/2020	31382	STEVENS, JEFFREY W.	1028		51.72
08/01/2020	PC	08/07/2020	31383	RILEY, CASEY W.	1052		653.86
08/01/2020	PC	08/07/2020	31384	JONES, LARRY M.	1057		357.00
08/01/2020	PC	08/07/2020	31385	MATZ, EMILY S.	1059		830.78
08/01/2020	PC	08/07/2020	31386	LEPIRD, KATIE A.	1061		371.41
08/01/2020	PC	08/07/2020	31387	MOYER, DAVID T.	1073		90.52
08/01/2020	PC	08/07/2020	31388	WHEELER, MICHAEL W.	1103		1,319.58
08/01/2020	PC	08/07/2020	31389	MISHLER, MICHAEL. J.	1107		1,436.92
08/01/2020	PC	08/07/2020	31390	AZZOPARDI, ANTHONY J.	1108		1,438.83
08/01/2020	PC	08/07/2020	31391	PECK, JARICA L.	1114		297.96
08/01/2020	PC	08/07/2020	31392	DIETZ, AMANDA M.	1115		1,195.54
08/01/2020	PC	08/07/2020	31393	MOYER, NATHAN I.	1118		1,101.12

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/01/2020	PC	08/07/2020	31394	MARIHUGH, ANDREW J.	1119		102.41
08/01/2020	PC	08/07/2020	31395	SPREEMAN, ASHLEY M.	1120		724.48
08/01/2020	PC	08/07/2020	31396	FAULKNOR, CHRISTOPH	1122		2,969.45
08/01/2020	PC	08/07/2020	130996	TIMMS, ROBERT N	92		46.17
08/01/2020	PC	08/07/2020	130997	WHITLEY, ANDREW T.	522		2,056.00
08/01/2020	PC	08/07/2020	130998	MORRISON, KEVIN P.	601		1,608.33
08/01/2020	PC	08/07/2020	130999	BISHAW, JAMES H.	633		766.63
Grand Totals:			121				139,174.66

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Report Criteria:

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

Check Number	Payee	Amount
08/18/2020		
131012	ACCUMED GROUP, THE	4,020.59
131013	ACE HARDWARE	3,919.91
131014	ADVANCED PAVEMENT MARKING LLC	1,952.20
131015	ALL-PHASE ELECTRIC	417.96
131016	APEX SOFTWARE	235.00
131017	AT YOUR SERVICE PLUS INC	75.00
131018	AUTO VALUE	627.30
131019	AVFUEL CORPORATION	46,746.02
131020	BELL EQUIPMENT COMPANY	1,715.13
131021	BENNETT, MATTHEW	27.85
131022	BERG, REBECCA	249.00
131023	BIOTECH AGRONOMICS INC	39,344.80
131024	BLOOM FLORAL DESIGN LLC	3,000.00
131025	BOUND TREE MEDICAL LLC	119.26
131026	BRADFORD'S	16.25
131027	CARQUEST OF CHARLEVOIX	1,377.81
131028	CDW GOVERNMENT INC.	191.40
131029	CELESTE MURDICK'S FUDGE	3,000.00
131030	CHARLEVOIX SCREEN MASTERS INC	546.90
131031	CHARLEVOIX TOWNSHIP	60.35
131032	CHARTER COMMUNICATIONS	1,133.00
131033	CHEMICAL CONTROL COMPANY	145.00
131034	CHEMICAL SYSTEMS INC.	3,576.00
131035	CINTAS	128.30
131036	CITY OF CHARLEVOIX - MISC	149,246.74
131037	CITY OF CHARLEVOIX - UTILITIES	39,313.38
131038	CONWAY PROFESSIONAL SERVICES	8,128.00
131039	D & D ELECTRONICS	75.00
131040	DETROIT AIR COMPRESSOR	644.92
131041	DHASELEER, CARL	92.00
131042	DORNBOS SIGN INC.	105.70
131043	DROST LANDSCAPE INC.	225.00
131044	DUTCH OVEN, THE	427.00
131045	EJ USA INC.	3,772.07
131046	ELLSWORTH FARMER'S EXCHANGE	550.24
131047	ETNA SUPPLY	27.60
131048	FAMILY FARM & HOME	124.04
131049	FARMER WHITE'S	530.00
131050	FASTENAL COMPANY	443.86
131051	FISHER SCIENTIFIC	678.79
131052	FREEDOM MAILING SERVICES INC.	2,255.56
131053	GALLS AN ARAMARK COMPANY	20.79
131054	GAUDIO, LAURIE	20.00
131055	GORDON FOOD SERVICE	149.51
131056	GRAND TRAVERSE DIESEL INC.	47.86
131057	GRAND TRAVERSE GARAGE DOOR	240.87
131058	GUNTZVILLER, RHONDA	672.00
131059	HARRELL'S	1,064.00

Check Number	Payee	Amount
131060	HEYDLAUFF, MARK L.	108.19
131061	HOTDOGGERS LLC	3,000.00
131062	HYDRO CORP	539.50
131063	IDEXX DISTRIBUTION INC.	1,279.12
131064	INDEPENDENT DRAFTING SERVICES	1,900.00
131065	IPS GROUP INC	5,480.00
131066	KIWANIS CLUB OF CHARLEVOIX	40.00
131067	KRANZ, CAROL	250.00
131068	KSS ENTERPRISES	1,815.74
131069	LASER PRINTER TECHNOLOGIES	899.00
131070	LOTTIE'S BAGELS	335.00
131071	LUGIBIHL, KAREN	75.00
131072	MALPELI, CAMILLE	44.21
131073	MAY, MEREDITH	51.44
131074	MCCARDEL CULLIGAN-PETOSKEY	50.50
131075	MICHIGAN CAT	552.68
131076	MICHIGAN MUNICIPAL LEAGUE	212.64
131077	MICHIGAN MUNICIPAL LEAGUE	17,996.00
131078	MICHIGAN MUSHROOM MARKET LLC	63.00
131079	MICHIGAN OFFICEWAYS INC	1,918.02
131080	MIKE'S MUSTARD	90.00
131081	MINERAL MASTERS	2,539.15
131082	MUNICIPAL UNDERWRITERS OF MICH	55.00
131083	NATIONAL PEN LLC	176.10
131084	NAVIA BENEFIT SOLUTIONS	50.00
131085	NORTH CENTRAL MICHIGAN COLLEG	3,662.50
131086	NORTHERN MICHIGAN REVIEW INC.	381.96
131087	NORTHERN PUMP & WELL	26,770.00
131088	NORTHWEST FIRE	65.00
131089	O'DONNELL, NANCY	107.00
131090	OHM ADVISORS	31,757.35
131091	OLESON'S FOOD STORES	232.53
131092	OLSON BZDOK & HOWARD	3,843.55
131093	OTEC	70.00
131094	OVIEDO, RUBEN	52.08
131095	PARASCHOS, BILL	100.00
131096	PARASTAR INC.	113.45
131097	PERFORMANCE ENGINEERS INC	14,927.31
131098	PINE COVE APARTMENTS	8.96
131099	POWER LINE SUPPLY	2,424.33
131100	PRIMAK, JAKE	22.82
131101	PROVIDENCE FARM LLC	834.00
131102	PURITY CYLINDER GASES INC	141.65
131103	QUALITY CAR & TRUCK REPAIR INC	2,957.99
131104	QUICK CARE MEDICAL CENTER	148.00
131105	QUILL CORP	52.04
131106	RCL CONSTRUCTION CO INC	272,066.72
131107	ROUND LAKE BOOKS	3,000.00
131108	SALAD FORK, THE	3,000.00

Check Number	Payee	Amount
131109	SAUER, JOHN	34.00
131110	SAUL, GINNIE	200.00
131111	SELPH, EMILY	92.38
131112	SHINDORF BUILDERS	763.00
131113	SIEGRIST, DAVID	152.00
131114	SOUTH POINT COLLISION INC	1,703.50
131115	SPARTAN DISTRIBUTORS INC	83.19
131116	SPARTAN STORES LLC	144.16
131117	STATE AND MASON LLC	1,000.00
131118	STATE OF MICHIGAN	10.00
131119	STRICKER'S OUTDOOR POWER EQUI	54.65
131120	STRIKER SUPPLY	22.00
131121	THAT FRENCH PLACE	3,000.00
131122	UNIFIRST CORPORATION	534.43
131123	USA BLUE BOOK	1,462.66
131124	VILLAGE GRAPHICS INC.	104.05
131125	WEATHERVANE TERRACE INN	3,000.00
131126	WINNIE'S ORIGINAL LLC	49.00
131127	WUJCIK, EVELYN	75.00
131128	XEROX FINANCIAL SERVICES	168.84
131129	ZAREMBA EQUIPMENT INC	92,825.00
131130	ZIIBIMIJWANG INC	362.00
Total 08/18/2020:		833,579.35
Grand Totals:		833,579.35

Check Number	Payee	Amount
08/03/2020		
80320001	MICHIGAN PUBLIC POWER AGENCY	21,401.73
Total 08/03/2020:		21,401.73
Grand Totals:		21,401.73

Check Number	Payee	Amount
08/04/2020		
80420001	AMG PAYMENT SOLUTIONS	145.32
80420002	PAYMENT SERVICE NETWORK INC.	252.90
80420003	PROXIMITY SPACE INC.	100.90
Total 08/04/2020:		499.12
Grand Totals:		499.12

Check Issue Date	Check Number	Payee	Amount
80720001			
08/07/2020	80720001	**EFTPS* Payroll Taxes	12,875.71
08/07/2020	80720001	**EFTPS* Payroll Taxes	12,875.71
08/07/2020	80720001	**EFTPS* Payroll Taxes	3,011.26
08/07/2020	80720001	**EFTPS* Payroll Taxes	3,011.26
08/07/2020	80720001	**EFTPS* Payroll Taxes	19,063.08
Total 80720001:			
	5		50,837.02
80720002			
08/07/2020	80720002	Alerus Financial	350.00
Total 80720002:			
	1		350.00
80720003			
08/07/2020	80720003	STATE OF MICHIGAN	7,440.21
Total 80720003:			
	1		7,440.21
80720004			
08/07/2020	80720004	Vantagepoint - 401 Plan 109153	858.02
Total 80720004:			
	1		858.02
80720005			
08/07/2020	80720005	Vantagepoint - 457 Plan 300959	5,372.92
08/07/2020	80720005	Vantagepoint - 457 Plan 300959	2,087.70
08/07/2020	80720005	Vantagepoint - 457 Plan 300959	4,224.72
08/07/2020	80720005	Vantagepoint - 457 Plan 300959	8,462.92
Total 80720005:			
	4		20,148.26
80720006			
08/07/2020	80720006	Vantagepoint - Roth IRA 706117	1,155.76
Total 80720006:			
	1		1,155.76
Grand Totals:			
	13		80,789.27



Check Number	Payee	Amount
08/10/2020		
81020001	MICHIGAN PUBLIC POWER AGENCY	23,279.89
81020002	STATE OF MICHIGAN	26,288.09
Total 08/10/2020:		49,567.98
Grand Totals:		49,567.98

Check Number	Payee	Amount
08/11/2020		
81120001	DTE ENERGY	1,546.82
Total 08/11/2020:		1,546.82
Grand Totals:		1,546.82

Check Number	Payee	Amount
08/18/2020		
3451	CHARLEVOIX COUNTY TREASURER	288,426.10
3452	CHARLEVOIX PUBLIC SCHOOLS	328,595.23
3453	CHARLEVOIX PUBLIC SCHOOLS	13,799.11
3454	CHARLEVOIX PUBLIC SCHOOLS	9,658.89
3455	CHARLEVOIX PUBLIC SCHOOLS	4,138.54
3456	CHARLEVOIX PUBLIC SCHOOLS	13,522.99
3457	CITY OF CHARLEVOIX - TAXES DUE	337,901.52
Total 08/18/2020:		996,042.38
Grand Totals:		996,042.38

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Designate Representative to MML Annual Meeting

DATE: August 17, 2020

BACKGROUND:

The Michigan Municipal League will hold their Annual Meeting on September 29, 2020. To conduct League business, we must designate an official to act as our representative in the business meeting.

RECOMMENDATION:

Appoint City Manager Mark Heydlauff as the representative to the Annual Meeting of the Michigan Municipal League and Mayor Luther Kurtz as alternate.

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing: Trademark Properties, LLC CFEC Request

DATE: August 17, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Public Act 255 of 1978 encourages the replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years in a designated redevelopment district. On October 17, 2016, City Council established a Commercial Redevelopment District for the City.

The local legislative body is authorized to exempt a commercial property from certain parts of the General Property Tax Act. A facility issued a certificate is exempt from real property taxes and is instead subject to a new commercial facilities tax.

Trademark Properties, LLC has submitted an Application for Commercial Facilities Exemption Certificate for the 221 Bridge Street property. A public hearing is part of the application approval process.

RECOMMENDATION:

Motion to set a public hearing to receive input on the Application for Commercial Facilities Exemption Certificate submitted by Trademark Properties, LLC for September 8, 2020 at 6:00 pm at Charlevoix City Hall, 210 State Street, Charlevoix, MI, 49720.

ATTACHMENTS:

- ▣ Application

JUL 31 2020

Michigan Department of Treasury
4757 (Rev. 08-09)

STATE USE ONLY		
Application Number	Date Received	LUCI Code

Application for Commercial Facilities Exemption Certificate

Issued under authority of Public Act 255 of 1978, as amended.

Read the instructions page before completing the application. **This application must be filed after a Commercial Redevelopment District is established.** The original application and required documents are filed with the clerk of the Local Governmental Unit (LGU).

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name Trademark Properties LLC		NAICS or SIC Code 531312	
Facility's Street Address 221 Bridge St.	City Charlevoix	State MI	ZIP Code 49720
Name of City, Township or Village (taxing authority) Charlevoix	County Charlevoix	School District Where Facility is Located Charlevoix	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) March 6, 2017		Planned Date of Rehabilitation Completion (mm/dd/yyyy) March 6, 2021	
Estimated Cost of Rehabilitation \$1,508,024.69		Number of Years Exemption Requested (1-12) 12	
Expected Project Outcomes (check all that apply) ☒ Increase Commercial Activity ☒ Retain Employment ☒ Revitalize Urban Areas ☐ Create Employment ☒ Prevent Loss of Employment ☒ Increase Number of Residents in Facility's Community			
No. of perm. jobs to be created due to facility's rehab. n/a	No. of perm. jobs to be retained due to facility's rehab. 6-10	Number of construction jobs to be created during rehabilitation 24	
Each year, the State Treasurer may approve 25 additional reductions of half the state education tax for a period not to exceed six years. ☒ Check this box if you wish to be considered for this exclusion.			
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items: ☒ General description of the facility (year built, original use, most recent use, number of stories, square footage) ☒ Descriptive list of the fixed building equipment that will be a part of the facility ☒ General description of the facility's proposed use ☒ Time schedule for undertaking and completing the facility's restoration, replacement or construction ☒ General description of the nature and extent of the restoration, replacement, or construction to be undertaken ☒ Statement of the economic advantages expected from receiving the exemption ☒ Legal description of the facility			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Frederick M. DiMartino		Telephone Number (231) 547-7511	
Fax Number n/a		E-mail Address trademarkpropertiesllc@gmail.com	
Mailing Address 4053 Old 31 S	City Charlevoix	State MI	ZIP Code 49720
I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 255 of 1978, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Facilities Exemption Certificate by the State Tax Commission.			
I further certify that this application relates to a program, when completed, will constitute a facility, as defined by Public Act 255 of 1978, as amended.			
Signature of Authorized Company Officer (no authorized agents) Frederick M. DiMartino		Title Owner/President	Date 7/28/2020

Continue on Page 2

PART 4: LGU ASSESSOR CERTIFICATION

Provide the Taxable Value and State Equalized Value of the Commercial Property.

	Taxable Value (excluding land)	State Equalized Value (SEV) (excluding land)
Building	147,805	277,600

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Facilities Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Facilities Exemption that would also put the same property on the Commercial Facilities specific tax roll.



By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Facilities Exemption specific tax roll and not on any other specific tax roll.

Name of Assessor (first and last name) <i>Joe Lavender</i>	Telephone Number <i>231-547-3614</i>		
Fax Number	E-mail Address <i>joel@charlevoixmi.gov</i>		
Mailing Address <i>210 State St</i>	City <i>Charlevoix</i>	State <i>MI</i>	ZIP Code <i>49720</i>

I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.

Assessor's Signature <i>Joe Lavender</i>	Date <i>8-12-2020</i>
---	--------------------------

PART 5: LGU ACTION / CERTIFICATION (LGU Clerk must complete Part 5)

Action Taken By LGU:



Exemption approved for _____ years, ending December 30, _____ (not to exceed 12 years)



Exemption Denied

Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code	
Name of Clerk (first and last name)	Telephone Number		
Fax Number	E-mail Address		
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.			
Clerk's Signature	Date		

If you have questions, need additional information or sample documents, call (517) 373-2408 or visit www.michigan.gov/propertytaxexemptions.

Instructions for Completing Form 4757

Application for Commercial Facilities Exemption Certificate

The Commercial Facilities Exemption Certificate was created by Public Act 255 of 1978, as amended. Applications for a certificate of exemption are filed, reviewed, and approved by the Local Governmental Unit (LGU). A copy of the certificate is filed with the State Tax Commission.

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of the application. Restoration, replacement, or construction may commence after establishment of a district.
2. The following must be provided to the LGU as attachments to the application:
 - a. General description of the facility (year built, original use, most recent use, number of stories, square footage).
 - b. General description of the proposed use of the facility.
 - c. General description of the nature and extent of the restoration, replacement, or construction to be undertaken.
 - d. Legal description of the facility.
 - e. Descriptive list of the fixed building equipment that will be a part of the facility.
 - f. Time schedule for undertaking and completing the restoration, replacement, or construction of the facility.
 - g. Statement of the economic advantages expected from the exemption.
3. After reviewing Parts 1, 2, and 3 for complete and accurate information, sign the application where indicated.

LGU Assessor Instructions

1. Complete Part 4 of the application.
2. After completing Part 4, sign where indicated to certify that if approved, the property will appear on the Commercial Facilities Exemption specific tax roll only.

LGU Clerk Instructions

1. After the LGU passes a resolution approving the application, complete Part 5 of the application. A resolution template with required statements can be found at www.michigan.gov/propertytaxexemptions.
2. After reviewing the application for complete and accurate information, sign the application to certify the application meets the requirements as outlined by Public Act 255 of 1978, as amended.
3. Issue a certificate to the applicant using the certificate templates found at www.michigan.gov/propertytaxexemptions.
4. If in Part 1 the applicant did not wish to be considered for the State Education Tax exclusion, submit only a copy of the Certificate to the State Tax Commission at the address given below.
5. If in Part 1 the applicant did wish to be considered for the State Education Tax exclusion, submit a copy of the certificate, application and attachments to the State Tax Commission at the address given below.

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Part II: Application Documents

- General Description:
 - The building was built in 1898
 - Original use: office space and retail space
 - Most recent use: offices and retail space
 - Number of stories: 2 + full basement
 - Square footage: 6000 sq ft
- Proposed Use:
 - Apartments, offices, and retail space
- Nature and Extent of Restoration:
 - Complete restoration due to extensive fire damage
- Legal Description of Facility:
 - 221 (DOWN) & 223 (UP) BRIDGE ST DDA 1984 C1 LOTS 6 & 7 OF HILLS SUBDIVISION BEING PT OF LOTS 12, 13 & 14 OF ORIG PLAT OF VILL (NOW CITY) OF CX
- List of Fixed Building Equipment:
 - 3 natural gas furnace units
 - 3 central air units
 - 5 bathroom toilet/sink/cabinet combinations
- Time Schedule for Restoration:
 - Punch list completed by March 6, 2021
- Statement of Economic Advantages:
 - This exemption will help offset the expenses incurred by Trademark Properties, LLC during the restoration process, which included loss of income and out of pocket expenses. Total losses are estimated to be approximately \$130,000.00

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Brookside Chapel Update

DATE: August 17, 2020

PRESENTED BY: Leilani Durbin, Silver Linings Charlevoix

BACKGROUND:

This spring and summer, structural work has been completed to support the roof structure of the historic chapel at Brookside Cemetery. In this process, a handicap accessible ramp was added on the side. The Cemetery Perpetual Care Fund paid for these improvements.

Silver Linings Charlevoix would like to move forward on restoration work for the chapel with donated community support and labor. The Phase 2 project would include all main floor restoration including HVAC, plumbing, windows, doors, walls and flooring. Looking beyond this, SLC would like to move forward with developing a columbarium in the basement and improving the park area around the chapel. It is possible further financial commitments from the City may be needed as work progresses.

RECOMMENDATION:

Authorize the City Manager to develop a work plan with Silver Linings Charlevoix for Phase 2 & 3 Brookside Chapel Restoration and accept donations for the agreed improvements.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Charlevoix Zoo Mural Project Under Bridge Grant Application

DATE: August 17, 2020

PRESENTED BY: Leilani Durbin, Silver Linings Charlevoix & Lindsey Dotson, Main Street DDA Director

BACKGROUND:

With Council's blessing, Charlevoix Main Street DDA intends to apply for a grant through the National Endowment for the Arts which could award up to \$150,000 to support a public art project. One of the grant program requirements is that a local unit of government applies in partnership with a non-profit.

Our Town is the National Endowment for the Arts' creative placemaking grants program. Through project-based funding, they support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. Successful Our Town projects ultimately lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into local strategies for strengthening communities. These projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization; and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development). Cost share/matching grants range from \$25,000 to \$150,000, with a minimum cost share/match equal to the grant amount.

Silver Linings Charlevoix and Charlevoix Circle of Arts have been discussing a partnership for the next phase of the Bridge Lighting project, murals under the bridge along the newly lit walkways highlighting native species to the Charlevoix area to serve as a way to improve walkability in our downtown while also being educational. Silver Linings Charlevoix will work to raise funds to cover the match requirements as well. Preliminary permissions have already been obtained from MDOT by Silver Linings Charlevoix.

Silver Linings Charlevoix Proposal

As we continue to explore ways to clean up the embankments under the bridge, we believe we have come up with a fantastic idea.

This idea will both clean up a rather creepy walkway and implement a safety program to get pedestrians not to cross on both sides of the bridge (except handicap and moms with strollers). This has been a long-held commitment of Todd Wyett's to minimize pedestrian crossing in Charlevoix.

Let me present....

"the Charlevoix Zoo"

Our concept starts with wood panels that would be mounted under the bridge on the concrete embankment part. (see attached picture south side fence-one side of chain link fence was removed and replaced with railing during bridge lighting project).

These panels would be easily removable so MDOT could easily repaint the underside when needed. As you know it was recently repainted.

These panels would be painted with native species of Michigan and some species would come out of the 2-dimensional panels into a 3-dimensional fish. So, a combination of both 2 and 3-dimensional. On the

other side of the bridge we would feature our 2nd exhibit of native Michigan land animals. These again would be very easy to remove.

Along the walkways under the bridge, is the chain link fence. We would like to put up screens.

Construction screens that you can still see through but camouflages the chain link fence. These screens are typically mounted with zip ties. The screen would have imagery of native marine life for exhibit 1 and on the other side exhibit 2, native land animals of Michigan. We would make the screen sizes so they do not interfere with the gates.

In addition, we will have directional paw tracks on the walkways above to encourage pedestrian traffic to use the underneath walkways. Creating a safer crossing experience for pedestrians and fewer incidences of slamming the brakes on to avoid pedestrians along the highway.

Circle of Arts

Circle of Arts will help to raise funds for grant match requirements and use their great connections to regional artists to help facilitate the call for entry listing. Another effort will be coordinating their exhibits and programming with the unveiling of the mural. For example, perhaps we showcase an exhibit of art with animals as the subject matter, host a gallery talk with the mural artist, and have art workshops related to creating murals or animal art. This could help enhance the project by providing additional community programming and marketing/promotion opportunities.

Statements of Support to apply will be required:

REQUIRED: Statement of support from the highest ranking official for the local government (one-page limit, PDF format only) This statement must be the first page in your file. The document should be a one-page formal statement of support, on appropriate letterhead, from the highest ranking official for the local government (e.g., mayor, county executive, or tribal leader). This statement of support should reflect the official's familiarity with and support for the project, and must designate your project as one of the up to two applications being submitted for the local government. Many organization systems for local government exist. Provide in your statement of support a sentence explaining why this official is the leader of the local government. For example, "In the Village of XYZ, our city manager is the highest ranking government official." **NOTE:** Applications without a statement of support from the highest ranking official for the local government will be marked ineligible and will not continue to panel review. **REQUIRED:**

Statements of support from primary partners (one-page limit per statement, PDF format only). If the lead applicant is a local government: You must include a one-page statement from the nonprofit organization serving as the required primary partner reflecting its support for and involvement in the project. For verification purposes, include the name, phone number, and email of a contact person with the nonprofit organization. If the lead applicant is a public entity or a nonprofit tax-exempt 501(c)(3) organization: You must include a one-page statement from the relevant local government agency or department serving as the required primary partner, reflecting its support for and involvement in the project. For verification purposes, include the name, phone number, and email of a contact person with the local government. This is required in addition to a letter of support from the highest ranking official. 3/30/20 Our Town Part 2, FY 2021 33 If you list an organization or individual as an additional partner in your application, you may include a one-page statement of commitment describing their support for and involvement in the project. We encourage you to be selective in listing only the partners that are critical to the project's success. Do not provide general statements of support for your organization. Each statement should be in PDF format only and include the name, affiliation, phone number, and email address of the individual who provided it. Statements from leaders and members of the community in which you are working, and/or from community-based organizations, are also encouraged.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to support provide a statement of support for the Our Town Grant Program to support the Charlevoix Zoo mural project under the Memorial Bridge and partner with Silver Linings Charlevoix and the Charlevoix Circle of the Arts on this project.

ATTACHMENTS:

- ▣ South Walkway
- ▣ Walkway



South walkway



CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Fall Farmers Market Event Request

DATE: August 17, 2020

PRESENTED BY: Sarah Hagen, Charlevoix Area Chamber of Commerce President

BACKGROUND:

The Charlevoix Area Chamber of Commerce has made the decision to cancel the 2020 Applefest, scheduled for October 9-11th. This was an extremely difficult decision to make, as difficult as it has been to see the COVID-19 impact not decreasing as the year has progressed. We had hoped to get through the summer season with a more confident outlook into the safety of hosting this event in October, however we feel this is the best decision to continue mitigating risk in our community. We know our community rallies behind this event every year – our area orchards and farmers enjoy the chance to showcase their seasons' efforts, our businesses rely on the season-end sales, and residents invite friends and family to enjoy in the festivities. The impact of Applefest does not go unnoticed, and we will continue all of our best efforts to help our area through this.

In light of that announcement, we have been working with our area orchards and farmers to best navigate their fall season. Many rely heavily on that end-of-season chance to sell their product, not only for income, but to unload their remaining crops so that their years work does not go to waste. Many have also been participating weekly in the City's Farmers Markets, which have gone over safely and in line with executive orders. To that end, we are requesting from Council the opportunity to discuss a year-end, extended Farmers Market on the weekend of October 10th, solely because that weekend aligns with the availability of the farmers who plan year-to-year on participating in Applefest, and their ability to produce and sell the remaining fresh produce and farm goods. The market could be paired with the City's Farmers Market, working with Kent and Beth to find a partnership opportunity to extend their outdoor season. It could include our area orchards and farmers market vendors, and the organizations who have prepared to serve food for fundraising (Charlevoix Zonta Club, Charlevoix Lions Club, Charlevoix Kiwanis Club), operating in line with current modifications of the weekly Farmers Market, and in line with any Executive Order updates and other health directives. Our thought with this season-end market would be to cater specifically to the local community – our local farmers and food vendors, the businesses who would benefit from an additional outdoor farmers market in October, and those year-round and seasonal residents who live here or have made the decision to extend their seasonal stay.

We would like the opportunity to discuss this with Council to get feedback, ideas, direction, and options for a season-end fall market.

RECOMMENDATION:

Council discussion and direction

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Michigan Avenue Speed Sign Request

DATE: August 17, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Last fall, Council approved a policy allowing residents to request neighborhood enhancements (like digital speed signs) when they agree to cover the cost. We have received a petition from a resident of Michigan Avenue wishing to have the City install a digital speed sign showing drivers their speed as they proceed south. As shown in the included map, the applicant proposes the sign be installed in the City right of way in front of 425 Michigan Avenue (owned by the applicant).

I believe this request is in keeping with the spirit of Council's policy. It only comes from one resident of the street which could mean other neighbors have not been consulted or do not share the feeling of need for this item. Should you grant the request, I would suggest the applicant pay the City's cost for the speed sign device. Given the benefit to our speed control efforts, I would not recommend charging costs for installation (this is in keeping with our policy on memorial benches, for example).

You will find information about the proposed sign in the attachments. Chief Doan believes this model will achieve the purpose of reminding drivers of their speed while also collecting data that can be useful in further speed enforcement in the area.

RECOMMENDATION:

Council discussion and direction.

ATTACHMENTS:

- ▣ Neighborhood Improvement Request Policy
- ▣ Overstreet Petition for Speed Sign
- ▣ Proposed Location
- ▣ Stalker Radar Equipment
- ▣ Quote

Neighborhood Improvement Request Policy

Purpose

Chapter 33 of the Charlevoix City Code contemplates the adoption of a Special Assessment Roll to provide specific public improvements within a section of the City, neighborhood or specific parcel. Special Assessments are useful in covering costs for infrastructure improvements specific to an area or for unique improvements which may be requested in a petition. Beyond larger infrastructure costs, there may be times when a neighborhood wishes to have the City undertake unique improvements or other activities which are beyond that which the City provides universally but which are uniquely suited for public provision. This policy sets forth the guidelines for the petition, consideration, and provision of neighborhood improvements; it does not supersede Chapter 33 of the City Code but is meant to guide these situations in addition to this section of the Code.

The Council intends this policy to cover items including, but not limited to: digital speed signs, park benches and related equipment, the burying of certain utility lines, and other such items as members of a neighborhood may wish to voluntarily pay for from the City.

Petition

- (A) A property owner, or group of property owners shall define the improvement desired and the proposed method of payment for it along with other relevant terms; such petition is advisory to Council.
- (B) Each advisory petition shall be addressed to the Council. Each signature shall be followed by a brief description of the property owned by the signatory. The signatures on such petitions shall be verified by the oath of one or more of the circulators of such petition before filing.
- (C) Advisory petitions shall be filed with the Clerk who shall refer them to the City Manager. The petition shall be presented to the Council, together with the recommendation of the City Manager.

Decision

Based on the request of advisory petitions, Council shall make the following determinations about the request:

- (A) Is in the best interest of the City and generally supported in the neighborhood for which the request has been made
- (B) Whether sufficient funds are proposed and deliverable to cover the cost of the requested improvement
- (C) Whether the improvement and/or funding method is better suited as a traditional Special Assessment under Chapter 33 of the Charlevoix City Code
- (D) Other conditions as may be imposed by the City Council

City Council may grant, reject, or grant with changes the requests presented to it in an advisory petition based on the preceding determinations. City Council shall direct the City Manager on the implementation of its decision.

The granting of one petition shall not be deemed as setting a precedent for the granting or non-granting of a petition in another circumstance.

The one-time granting of a request does not obligate the City to maintain, improve, or otherwise replace the improvement in perpetuity except as the Council may stipulate or direct.

Zimbra**markh@charlevoixmi.gov**

FW: Speed Signs

From : Brian Overstreet <bkover2000@yahoo.com>

Fri, Jul 24, 2020 04:10 PM

Subject : FW: Speed Signs 3 attachments**To :** markh@charlevoixmi.gov**Cc :** lutherk@charlevoixmi.gov

Hey Mark,

I hope all is well with you and your family. My name is Brian Overstreet and I have a company (BKRK Holdings, LLC) that owns the property at 425 Michigan Ave Charlevoix, MI 49720.

I'm writing to express my interest in sponsoring the speed sign in the located attachment (see **red** circle).

Please let me know your thoughts and next steps.

Thanks!

Brian Overstreet
BKRK Holdings, LLC
425 Michigan Ave
Charlevoix, MI 49720
813-990-9897

From: luther kurtz Gmail <lutherkurtz@gmail.com>**Date:** Monday, July 20, 2020 at 5:02 PM**To:** <bkover2000@yahoo.com>**Cc:** Luther Kurtz <lutherk@charlevoixmi.gov>**Subject:** FW: Speed Signs

Hi Brian,

I hope your week is off to a good start. Attached is the Neighborhood improvement policy we approved last Fall. See note below. Mark L. Heydlauff markh@charlevoixmi.gov is the city manager. If you are interested, please send him a quick note stating your interest. Sorry it took so long for me to get this to you.

Best Regards,

-Luther

From: "Mark L. Heydlauff" <markh@charlevoixmi.gov>

Date: Monday, July 20, 2020 at 2:43 PM

To: Luther Kurtz <lutherk@charlevoixmi.gov>, luther kurtz <lutherkurtz@gmail.com>

Subject: Speed Signs

Luther-

The Neighborhood Improvement Request Policy is attached. I think that your former neighbor and the person on Park Avenue who expressed interest in the speed sign could both send an email to me with their request. Gerard found a couple options for speed signs (one vendor is one we've used before and the other is a vendor Petoskey and Harbor Springs use). Assuming the residents are willing to pay the \$3500-4000 for the signs, they would indicate their interest in doing so and I can then present to Council for approval. Should be a pretty straight-forward process. If you have questions, please let me know.

MH

Mark L. Heydlauff
City Manager

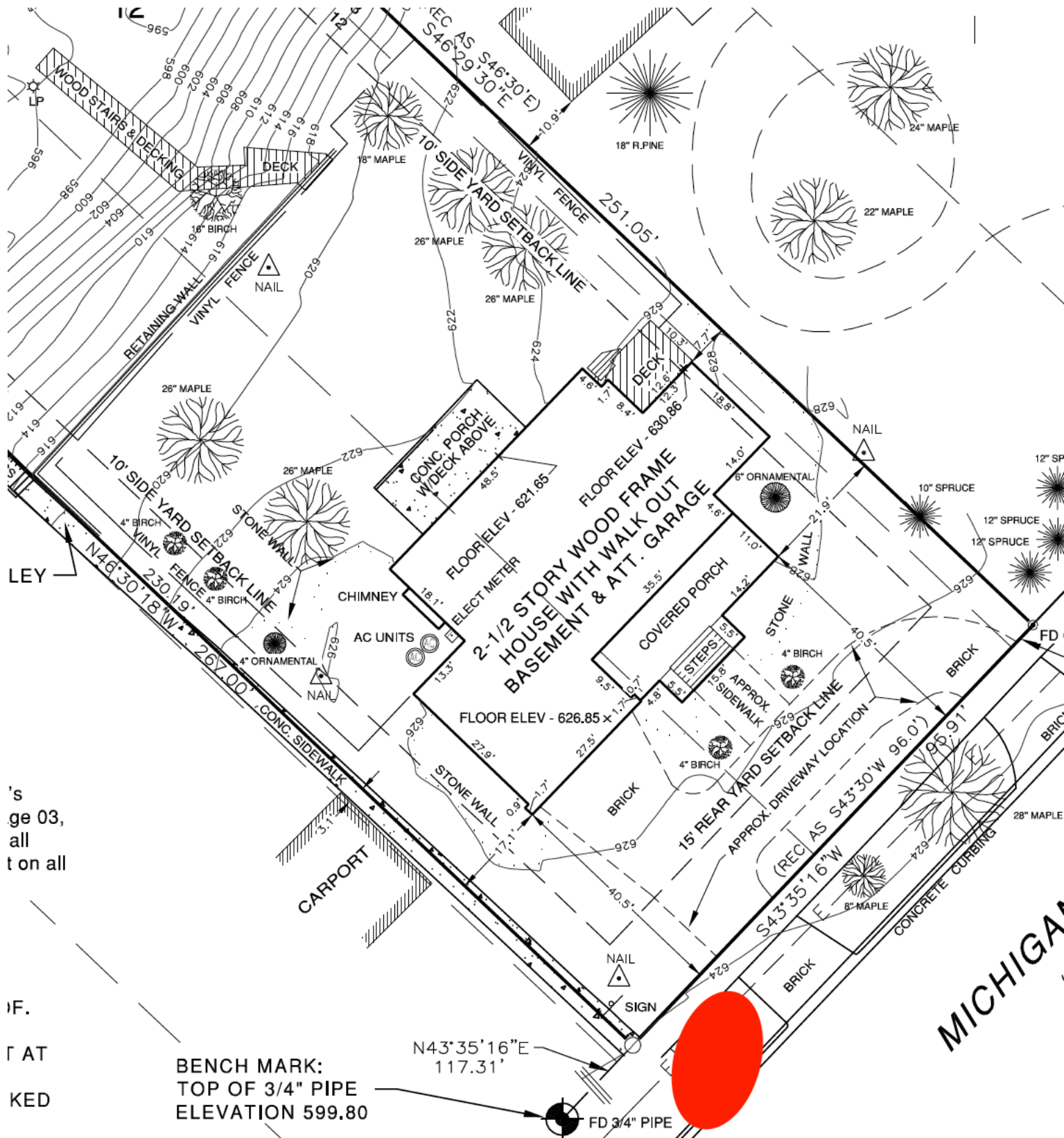


City of Charlevoix
210 State Street
Charlevoix, MI 49720
Phone: (231) 547-3270
www.charlevoixmi.gov

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 **Neighborhood Improvement Request Policy.pdf**
81 KB

 **425_MichiganAve_SignLocation.pdf**
376 KB



BENCH MARK:
TOP OF 3/4" PIPE
ELEVATION 599.80



Know what's below.
Call before you dig.

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.
PROFESSIONAL SURVEYORS

103 W. UPRIGHT STREET
CHARLEVOIX, MICHIGAN 49720
Phone: (231) 547-6882
Email: info @ fcassurveying.com

DRAW

CHECK

JOB



PMG | Pole Mounted Graphic Display

Pole Mounted Graphic Display

A Full-Function, Dynamic Matrix Message Center

Available in 12", 15", and 18" digit height models

The Pole Mounted Graphic display (PMG) is a dynamic text and animated graphics display system that is portable and expandable. Powerful options transform a mounted speed sign into a self-contained communications center.

- **Stalker Easy Analyst** traffic statistics capture
- AC, DC, or solar/battery power options
- Configuration through PC application or iOS and Android App
 - Create custom messages and animation
 - Set and run schedules
 - Oversee solar/battery status
 - Manage radar options and traffic data

Powerful Options

- Messaging and graphics
- 30, 50, or 100W Solar power with battery
- Simulated camera flash
- Traffic alert strobes
- Wireless communication
- Ethernet connectivity



Optional folding feet and handle



Traffic alert strobes



Simulated camera flash

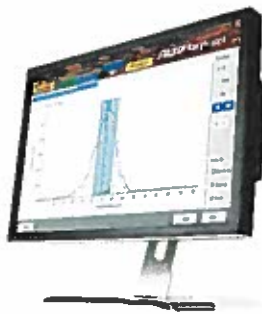


12" model shown with optional YOUR SPEED aluminum MUTCD compliant bezel, solar panel, and battery system



STALKER®

Power to Enforce.



Gather valuable traffic statistics

The PMG will collect traffic statistics at the same time it is performing its messaging operation. The PMG has enough internal storage memory (up to 64 GB) to collect and retain this data for months in heavy traffic.

Traffic data can then be turned into meaningful reports using the *Stalker Easy Analyst* software.



Local Configuration and Data Access

- Create custom messages and animation
- Set and run schedules
- Oversee solar/battery status
- Manage radar options for traffic data

Display

	12"	15"	18"
Led count	756	1050	1488
LED organization	21 rows by 36 columns	25 rows by 42 columns	31 rows by 48 columns
Display color	Amber, 590 nm	Amber, 590 nm	Amber, 590 nm
Maximum intensity (typical)	4000 mcd	4000 mcd	4000 mcd
Intensity controls	Fixed, Auto, and Combo	Fixed, Auto, and Combo	Fixed, Auto, and Combo
Light dispersion	±15 degrees Horizontal ±15 degrees Vertical	±15 degrees Horizontal ±15 degrees Vertical	±15 degrees Horizontal ±15 degrees Vertical
Display height	12 inches (304 mm)	15 inches (381 mm)	18 inches (457 mm)
Display width	18.5 inches (470 mm)	23 inches (584 mm)	25.5 inches (647 mm)

Power Consumption

Idle (no display)	1.6 Watts	1.6 Watts	1.6 Watts
Display 88, 100% brightness	14 Watts	20 Watts	26 Watts
Operating voltages	12 VDC or 90-240 VAC, 50/60 Hz	12 VDC or 90-240 VAC, 50/60 Hz	12 VDC or 90-240 VAC, 50/60 Hz

Radar Characteristics

Frequency	24.125 MHz ±100 MHz	24.125 MHz ±100 MHz	24.125 MHz ±100 MHz
Output power	10 mW	10 mW	10 mW
Directional	Approaching + receding	Approaching + receding	Approaching + receding
Typical range	600 feet (183 m)	750 feet (230 m)	900 feet (275 m)
Beam width	32° H x 30° V	32° H x 30° V	32° H x 30° V
Statistical Tracking capability	10 vehicles simult.	10 vehicles simult.	10 vehicles simult.

Physical Characteristics

Case height	16.1 in. (409 mm)	19.2 in. (490 mm)	22.1 in. (560 mm)
Case width	21.2 in. (540 mm)	25.8 in. (650 mm)	30.3 in. (770 mm)
Depth, base unit excluding bracket	1.2 in. (31 mm)	1.2 in. (31 mm)	1.2 in. (31 mm)
Depth, with power module installed	2.1 in. (54 mm)	2.1 in. (54 mm)	2.1 in. (54 mm)
Mounting Bracket depth (base unit)	1.75 in. (44 mm)	1.75 in. (44 mm)	1.75 in. (44 mm)
Weight, excluding mounting bracket	9.3 lbs. (4.22 kg)	13.2 lbs. (6 kg)	17.45 lbs. (7.9 kg)
Window Color	Clear	Clear	Clear
Window material	4.5 mm acrylic	4.5 mm acrylic	4.5 mm acrylic
Case Color	White	White	White
Case material	2.3 mm aluminum, powder coat finish	2.3 mm aluminum, powder coat finish	2.3 mm aluminum, powder coat finish

Environmental Characteristics

Operating Temperature range	-22°F to +122°F (-30°C to +50°C)	-22°F to +122°F (-30°C to +50°C)	-22°F to +122°F (-30°C to +50°C)
Ingress rating	IP65 Waterproof	IP65 Waterproof	IP65 Waterproof

STALKER®

Power to Enforce.

applied concepts, inc.

855 East Collins Boulevard ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781



006-0018-00 Rev B

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800-STALKER



Stalker Traffic Analyst | Powerful Traffic Data Tool

Making traffic statistics work for you.

Collect and analyze valuable traffic data in support of Grant applications and community policing, with industry-leading effectiveness.

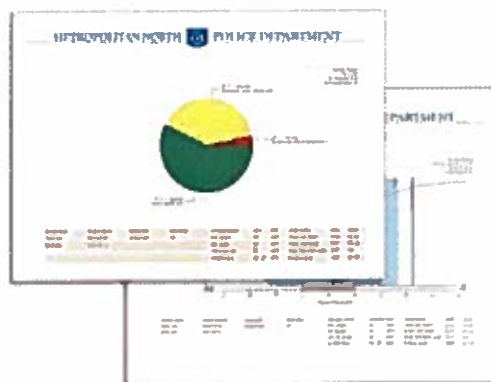
The very first section in most Grant applications is to define the need. Whether for adjusting a speed limit, purchasing a speed/message sign, or allocation of department resources, properly assembled traffic data can make all of the difference between winning or losing an application. Powerful traffic statistic tools are essential when analyzing aggregate data.

The new Stalker Traffic Analyst is that tool. Updated analysis controls allow the user to take raw data and display it by count vs time, count vs speed, and 85th percentile, just to name a few. Data can be split, graphed, filtered, and then rendered in a color report designed with Agency Branding and support information.

Beginning with the setup, intuitive survey management tools walk the user through calendar setup, location details, speed and time resolutions, vehicle classification, speeds, distances, and more.



- Intuitive Survey and Calendar setup
- Powerful Visual analysis
- Easy, user-defined report generation ►
- Compare and toggle between multiple reports
- Group file operations into project folder



STALKER®

Power to Enforce.



Powerful Visual Analysis

The analysis window is the visual heart of the program. The floating palettes control the visual display and survey details may be added such as Google Map/satellite views, descriptions, and notes.

Floating Palettes

■ Analysis Control

The Analysis Control palette where the analysis type is chosen and then applied to the analysis window.

- Count vs Time
- Weekly Count vs Time
- Count vs Speed
- Percentile Chart
- Average Speed vs Time
- Speed vs Time Bubble Chart
- Enforcement - Pie chart - **NEW**

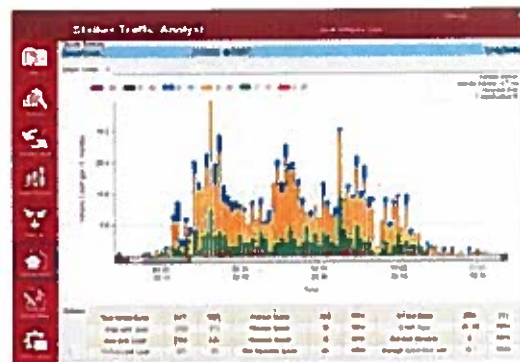
A simple tool for Law Enforcement, citizens, city council, and management. Quickly display vehicle speeds below, moderately above, and excessively above speed limit threshold.

■ Graphic Controls

The Graph Controls palette provides additional options such as grid detail, data values, display type (graph or tabular) and graph type.

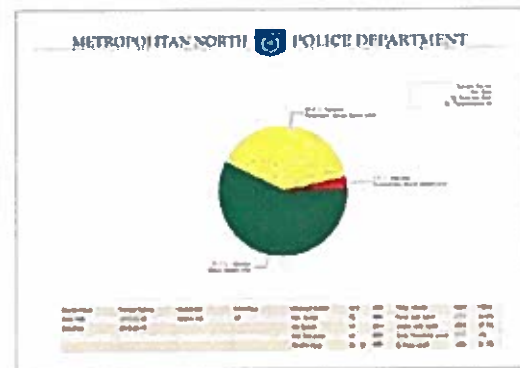
■ Data Filtering

Fine tune the data by more selective parameters such speed, dates, times, classification, and traffic direction.



Analysis Window

Tabular Data



Sample Report

Survey Setup

Easy Report Generation

Simple setup allows for custom design of your reports with Agency information, branding, photos, and other supporting details for printing and distribution.

Intuitive Survey Setup

An intuitive setup window steps you through all of the necessary data to be included:

- Location details
- Survey configuration
- Speed/time resolutions and vehicle classifications
- Calendar setup
- Modes, days of the week, start/stop times

Simple Sensor Setup

Communication between the Traffic Analyst program and the Stalker Traffic Statistics sensor is simple and virtually automatic.

STALKER®

Power to Enforce.

applied concepts, inc.
2609 Technology Drive ■ Plano, Texas 75074
972.398.3780 ■ Fax 972.398.3781



006-0593-00 Rev B

800-STALKER

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City Council Regular Meeting -

View Report

Once the dataset and report format have been chosen, the user can view it inside the EasyAnalyst application. Tabs are included for a survey description, the survey map, and the selected graph style.

- Survey Description tab**
 A description of the survey, based on the input from the Enter Location tab, is created. It contains Survey Location, Survey Data, Traffic Zone, File Name, Device, Serial Number, Traffic Direction, Device Type, and Survey Note.
- Survey Map tab**
 A Google Map is generated that shows the location where the survey data was collected.
- Formatted Report tab**
 Then, based on the user's choice of report, a graphic representation of the data is rendered.

Print Report

Print Report/Save Report/Export Data to Excel/Save Report Templates – once all the data and any modifications are complete, this tab allows the user to either review then print the reports, save the reports as a PDF file, export the data to Excel, or save the selected report templates to be used later.

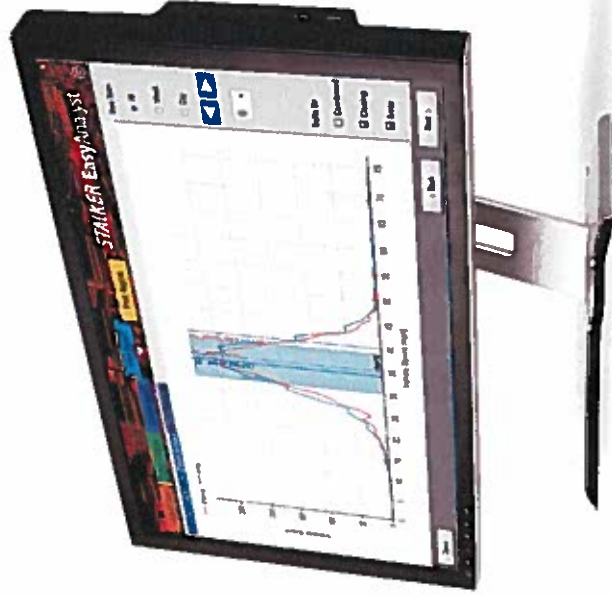
- Print Report**
 Shows a review of all selected templates in the report prior to printing.
- Save to PDF**
 Allows the user to save the current reports in a PDF format. Select drive/file to save data, name report and save.
- Export to Excel**
 Exports report to an Excel CSV file.
- Save to Template**
 To save created report template(s) for further use, click Save Report Template, then select drive and file, name file and save.



EasyAnalyst | Traffic Data Analysis and Presentation Software

EasyAnalyst™

Traffic Tracking, Analysis, and Reporting



STALKER

Power to Enforce.

applied concepts, inc.
 855 East Collins Boulevard ■ Richardson, Texas 75081
 972.398.3783 ■ Fax 972.398.3781



011-4275-00 Rev A

800-STALKER

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EasyAnalyst, Stalker Radar's latest traffic analysis application, is by far the easiest to use statistical software package available in the industry.

EasyAnalyst imports its data directly from all statistics-enabled Stalker trailers, sensors, and signs. There's no data conversion or other complicated computer operation. The user just plugs a USB memory stick into any Stalker traffic control device, and the data is automatically downloaded. The USB memory stick is then attached directly to a computer running EasyAnalyst and the data is loaded (just like you load a Word or Excel file).

The data is automatically formatted into reports and graphics and can be assembled and saved into templates for later use with other captured traffic data.

And naturally, EasyAnalyst is backwards compatible with Traffic Analyst reporting, so the user can switch to Traffic Analyst's powerful report composer from inside EasyAnalyst.

Installation

- Install on local computer
 - Insert USB memory stick
 - Double click ACInstall.exe
 - Follow the Install Wizard
 - Approve License Agreement
 - Choose Installation Folder
 - Confirm Installation
 - Launch EasyAnalyst



Import Data

- Choosing a Dataset
 - When EasyAnalyst is started, it begins with its Import Data screen. The user can either load data from a folder on their computer's hard drive or from a USB memory stick.
 - To load from the computer's hard drive, choose among the data files listed in the grid on the Import Data screen.
 - To load from a USB memory stick, insert the memory stick into an available USB port and click the File Browser button. Navigate to the folder containing the data file. Double-click on the desired data file.



- Gear Icon
 - Clicking the gear icon in the upper right shows two options.
 - Check or Update
 - Choosing this option checks for a newer version of EasyAnalyst. The current version is listed and Check, Download & Install, and Cancel buttons are available.
 - About
 - The About option displays version and copyright information.



Back and Next buttons load the next or previous tab screen.

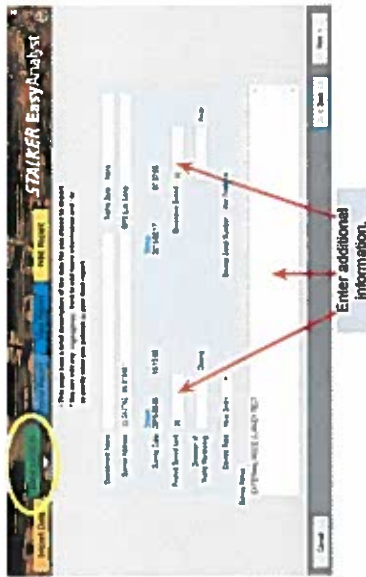
Enter Location

■ Location Form

Once a data source file is selected in the Import Data screen, the active screen changes to Enter Location. In this screen the user can add descriptive text to the data's metadata. Editable fields include:

- Department Name
- Traffic Zone
- Survey Address
- GPS (Lat, Long)
- Posted Speed Limit
- Excessive Speed
- Direction of Traffic Monitoring
- Survey Notes

Input is saved when the user navigates to the next tab either by using the Next button or selecting the next tab.



Choose Report

EasyAnalyst offers a variety of report formats for the user to choose. From the Choose Report tab, the user can select the report of their choice and EasyAnalyst automatically formats the report using location data chosen earlier.

Reports available are:

Speed Compliance Report

This pie-chart report details vehicles below the speed limit, vehicles moderately above the speed limit, and vehicles excessively above the speed limit.

Speed Enforcement Report

Based on the traffic data analyzed, this report predicts the best weekdays and times for speed enforcement.

Speed Profile Report

This report analyzes the statistics of the traffic data, including vehicle count, percent over and under limit, 85% percentile, and 10 mph pace.

Traffic Density Report

This report shows the vehicle count by day and unit of time.

Traffic Matrix Report

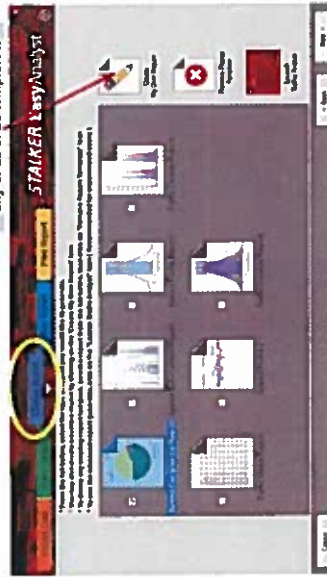
This report contains elements of the Traffic Density and Speed Profile reports.

Speed Profile 2

This report includes two charts: Count vs Speed line chart and Speed vs Time point chart.

Traffic Volume Report

This report includes two charts: Count vs Time and Count vs Speed.



■ Create My Own Report

This button allows the user to select from 24 reports to assemble their own combination of reports.

■ Remove Report Template

This button clears a report created using the Create My Own Report function.

■ Launch Traffic Analyst

For more complex reports and analyses the user can launch Traffic Analyst. Traffic Analyst allows the user to create more complex reports using its internal report composer.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@appliedconcepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) Warranty. ~~We warrant Products to be free of defects and (a) that Products will~~ perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. **Any attempt to repair a Product on your own will void this warranty.**

- (9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

- a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
- c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
- d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Pam Schneidewind
972-801-4890
pams@stalkerradar.com

QUOTE
2040864

Page 1 of 2

Date: 07/20/20

Reg Sales Mgr: Greg Chambers
214-551-2807
chambers@stalkerradar.com

Effective From : 07/20/2020

Valid Through: 10/18/2020

Lead Time: 30 working days

Bill To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	Customer ID: 028734 Accounts Payable	Ship To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	FedEx Ground Chief Gerard Doan
--	---	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	836-0012-00	PMG 12 Inch Display with Traffic Analyst	24	\$3,275.00	\$3,275.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-1312-00	12"PMG w/Traffic Analyst, configured with:		\$0.00
2	1	011-0269-00	Pole Mount Graphics Operator Manual		\$0.00
3	1	035-0002-12	12" PMG Shipping Box		\$0.00
4	1	035-0002-00	PMG Corner Packing Foam		\$0.00
5	1	060-1000-24	24-Month Warranty		\$0.00
6	1	200-1206-00*	12" PMG Speed Display		\$0.00
7	1	200-1206-10	12" PMG Bezel, White		\$0.00
8	1	200-1338-10	12" PMG Red/Blue Alert Strobes		\$0.00
9	1	200-1206-50	No Flash Selected		\$0.00
10	1	200-1206-55	12" PMG Pole Mount		\$0.00
11	1	047-1000-00	PMG Power Cover (1 per side)		\$0.00
12	1	200-1221-00	PMG Solar Power Controller Module		\$0.00
13	1	200-1270-01	12" PMG Dual USB Port & Memory Stick		\$0.00
14	1	200-1206-60	PMG 433MHz Key Fob and Controller		\$0.00
15	1	200-1206-70	PMG Wireless Module		\$0.00
16	1	200-1206-08	PMG Expanded Memory Option, 8GB SD Micro		\$0.00
17	1	200-1369-00	12" PMG "YOUR SPEED" Bezel		\$0.00
18	1	200-1330-30	PMG 30W Solar Power Package		\$0.00
19	1	200-1317-01	PMG Lead Acid Battery Box with Mount		\$0.00
20	1	200-1127-00	12V Gel-Cell Lead Acid Battery		\$0.00
21	1	200-1120-00	5A Charger for Traffic Data Collector		\$0.00
Group Total					\$3,275.00

** Continued on Next Page **



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Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Pam Schneidewind
972-801-4890
pams@stalkerradar.com

QUOTE
2040864

Page 2 of 2

Date: 07/20/20

Reg Sales Mgr: Greg Chambers
214-551-2807
chambers@stalkerradar.com

Effective From : 07/20/2020

Valid Through: 10/18/2020

Lead Time: 30 working days

Bill To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	Customer ID: 028734 Accounts Payable	Ship To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	FedEx Ground Chief Gerard Doan
--	---	--	---

Product	\$3,275.00	Sub-Total:	\$3,275.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$65.00
		Total: USD	\$3,340.00

001

configuration:
12" display
solar 30w/battery box/battery and charger
"your speed" bezel
red/blue strobes

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



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Inside Sales Partner: Pam Schneidewind
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pams@stalkerradar.com

Reg Sales Mgr: Greg Chambers
214-551-2807
chambers@stalkerradar.com

QUOTE
2041669

Page 1 of 1

Date: 08/13/20

Effective From : 08/13/2020

Valid Through: 11/11/2020

Lead Time: 30 working days

Bill To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	Customer ID: 028734 Accounts Payable	Ship To: Charlevoix Police Dept 210 State St Charlevoix, MI 49720-1345	<i>FedEx Ground</i> Chief Gerard Doan
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	836-0012-00	PMG 12 Inch Display with Traffic Analyst	24	\$2,499.00	\$2,499.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-1312-00	12"PMG w/Traffic Analyst, configured with:		\$0.00
2	1	011-0269-00	Pole Mount Graphics Operator Manual		\$0.00
3	1	035-0002-12	12" PMG Shipping Box		\$0.00
4	1	035-0002-00	PMG Corner Packing Foam		\$0.00
5	1	060-1000-24	24-Month Warranty		\$0.00
6	1	200-1206-00*	12" PMG Speed Display		\$0.00
7	1	200-1206-10	12" PMG Bezel, White		\$0.00
8	1	200-1338-10	12" PMG Red/Blue Alert Strobes		\$0.00
9	1	200-1206-50	No Flash Selected		\$0.00
10	1	200-1206-55	12" PMG Pole Mount		\$0.00
11	1	047-1000-00	PMG Power Cover (1 per side)		\$0.00
12	1	200-1208-00	120/220V Hardwire to Pole Option w/10" Wiring		\$0.00
13	1	200-1270-01	12" PMG Dual USB Port & Memory Stick		\$0.00
14	1	200-1206-60	PMG 433MHz Key Fob and Controller		\$0.00
15	1	200-1206-70	PMG Wireless Module		\$0.00
16	1	200-1206-08	PMG Expanded Memory Option, 8GB SD Micro		\$0.00
17	1	200-1369-00	12" PMG "YOUR SPEED" Bezel		\$0.00

Group Total					\$2,499.00
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Product	\$2,499.00	Sub-Total:	\$2,499.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$65.00
		Total: USD	\$2,564.00

configuration:
12" display w/software
AC power from pole
red/blue strobes
"Your Speed" bezel

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. **Any attempt to repair a Product on your own will void this warranty.**

- (9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) Miscellaneous
 - a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Demolition and Grading for Current DPW Facility

DATE: August 17, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

As we are preparing for the completion next spring of our new Public Services complex, I would like to recommend we retain OHM Advisors to plan and design the site for demolition of the existing structures at 229 Stover Road. This proposal is for them to assess the site, prepare specs for demolition and clean-up and also review environmental conditions of the site. Once complete, we would have a clean site with grass that could be considered for future use by Council. Though no physical change would take place on the site until late spring or early next summer, preparing now will allow us to bid the project more competitively and field work can be completed now while the weather is more cooperative.

RECOMMENDATION:

Motion to accept the proposal from OHM Advisors for design and survey work for the demolition of the DPW Facility at 229 Stover Road for \$22,000 and authorize the City Manager to sign the agreement.

ATTACHMENTS:

- ▣ OHM Proposal

ARCHITECTS. ENGINEERS. PLANNERS.



August 6, 2020

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

RE: Proposal for Professional Services
229 Stover Road Site Improvements

Dear Mr. Heydlauff:

It is our understanding that once the Department of Public Works (DPW) operations move into the new facility on Carpenter Avenue, the City intends to demolish the existing buildings, regrade the site as needed and establish turf at the current DPW site at 229 Stover Road.

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services for the future work at the 229 Stover Road site.

To facilitate your review, our Scope of Services is organized as follows:

- Statement of Understanding
- Work Plan
- Schedule
- Compensation
- Clarification and Assumptions

We thank you for this opportunity and are excited to continue working with the City of Charlevoix to provide professional services associated with the current DPW site. Should you find our proposal acceptable, please sign the attached Scope of Services and provide a copy to us for our files. Should you have any questions or comments, please contact Amanda Porath directly at 231-348-1153 or Amanda.Porath@ohm-advisors.com.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "Ben Gowell".

Ben Gowell, PE
Principal

Encl: Scope of Services

cc: Amanda Porath, PE, Project Manager

OHM Advisors®

300 EAST MITCHELL STREET SUITE 2
PETOSKEY MICHIGAN 49770

T 231.344.1150

OHM-Advisors.com

**Scope of Services
City of Charlevoix
229 Stover Road Site Improvements**

August 6, 2020

Statement of Understanding

The Department of Public Works (DPW) is currently housed at 229 Stover Road. Construction of a new facility on Carpenter Avenue is underway. The DPW will move its operations to the new facility in the spring of 2021. The City intends to remove the existing structures and restore the grade at the current site after the DPW operation is moved to the new facility. Environmental assessments have been completed at the current site and an underground storage tank was removed. Future use of the current site will be determined by the City Council at a later date.



Work Plan

OHM scope of work for the improvements to the current site include the following specific tasks.

Design Phase

- ▶ Review the environmental reports and underground storage tank removal documentation to determine actions required to execute the planned improvements (building removal, grading and seeding) at the 229 Stover Road site.
- ▶ Perform a Hazardous Materials Inspection of the existing buildings and report our findings. Discuss findings with Client to determine appropriate course of action for removal of found hazardous materials. The inspection and reporting will be performed by our subconsultant, Mackinac Environmental Technology.
- ▶ Perform topographic survey of the site and create an existing conditions base plan.
- ▶ Develop demolition and site grading plans.
- ▶ Write technical specifications for the proposed work.
- ▶ Develop a construction cost estimate.
- ▶ Develop Engineer's Joint Construction Documents Committee (EJCDC) bidding documents.
- ▶ Two on-site review meetings with Client and verbal and email coordination throughout the design process.

Bid Phase

- ▶ Assist with Advertising for bids.
- ▶ Answer bidder questions and issue Addendum as required.
- ▶ Review bids and make a recommendation for construction contract award.
- ▶ Develop EJCDC contract documents.

Schedule

Construction is intended to take place after the DPW operations have moved to the new facility. Completion of the new facility is currently scheduled for March 2021. The project design will be complete for bidding in the winter of 2020/2021.

Compensation

Our professional services will be performed on an hourly basis at the rates on our current fee schedule. The estimate total fee is \$22,000 (design phase \$20,000 and bid phase \$2,000).

August 6, 2020

Clarifications and Assumptions

This Scope of Services was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the Client. OHM Advisors will not proceed with additional services without written authorization to proceed from the Client.
- ▼ Client to pay for bids to be advertised.
- ▼ No additional environment assessment is required.
- ▼ The Client will provide a single point of contact to OHM Advisors, who is knowledgeable about the project need and desired outcomes
- ▼ The Client will provide the following, if available, to assist us with the project: existing plans, environmental reports, utility information, site boundary survey, access to structures, and easement information (if applicable).

Additional Services

The following services are not included in our compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ▼ Planning/Zoning review meetings
- ▼ Construction administration
- ▼ Construction materials testing
- ▼ Electronic as-built drawings

Additional services will not be performed without a negotiated fee and signed contract amendment.

Approval and Acceptance

This document, including all Attachments constitutes the entire Agreement between the City of Charlevoix and OHM Advisors and shall not be amended, altered or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Scope of Services is effective upon City of Charlevoix signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

**CITY OF CHARLEVOIX
Professional Services Proposal for
229 Stover Road Site Improvements**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Standard Terms and Conditions

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS:

- a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM ADVISORS to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance

with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days notice

to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represent OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: August 17, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Covid Staffing Impacts

As with many employers, we are dealing with the impact of folks being exposed to COVID and those who develop symptoms consistent with COVID. Where symptoms exist, we are erring on the side of caution and sending them home. Where a potential exposure has occurred, we also send the employee home consistent with guidance from the Health Department of Northwest Michigan. This policy will lead to periodic service changes, office disruptions, and reduced activity. In the end, my goal is to ensure continuity of City operations and the best delivery of services we can manage in spite of the circumstances.

B. Public Services Facility Progress

Work continues to be on-schedule and under budget for the Public Services Facility on Carpenter Avenue. Crews have installed a majority of the steel structure with us already using some buildings on site. As we move closer to winter, we expect to use more of the storage for winter storage of equipment presently kept outside. We still anticipate taking occupancy of the new facility mid-late spring of 2021. A financial update from OHM Advisors is attached.

C. EMS Authority

I met recently with the supervisors of the townships for whom we provide EMS coverage. While they are pleased with the quality of the service, there is lingering concern at the ever-increasing cost of this service and the need for a different funding model. As such, we agreed by consensus to begin exploring the creation of an independent EMS Authority as other communities in our area have done (notably East Jordan and some authorities in Antrim County). Formal action would be needed by the City Council and all township boards but we could look to have a vote by the public as early as May of 2021. As this discussion continues, I'll keep you advised.

ATTACHMENTS:

- ▣ DDA Minutes
- ▣ Public Service Facility Budget Summary

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, June 22, 2020 at 5:30 p.m.
Virtual Zoom Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

4. Inquiry Into Potential Conflicts of Interest

5. Consent Agenda

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

Motion by Member Christner, second by Member Bradley to approve the Consent Agenda. Motion passed by unanimous roll call vote.

6. Old Business

A. Long Road Distillers (LRD) Lease Discussion

Member Christner summarized discussions between himself and the lessee trying to ensure that LRD come to town as originally proposed for next year. He stated that he received a proposal which included a base rent with percentage of gross structure. LRD wanted to not pay rent for the remainder of 2020 as they would be unable to open their business this year. Member Bradley suggested that they "nail down some sort of timeline" for liquor license approval because the only way they could operate would require approval from the MLCC. Member Christner stated that right now their proposal was no operations until early summer of 2021. Chair Owens stated that the only expenditure the DDA had was the new door which they would have done anyway.

Member Christner advised that they have an existing lease in place that needs to be taken into consideration; and with the amended lease they were looking at another two years with some options to extend that even longer. Member Bradley stated that he would support an increased rent in future years to make up for the delay until next year.

There were no public comments.

Motion by Member Dipert, second by Member Bradley to allow Member Christner to continue with his negotiations with representatives of Long Road Distillers. Motion passed by unanimous roll call vote.

B. Downtown Charlevoix Recovery Plan

Director Dotson stated that she had put together a report outlining some of their current initiatives and tried to relate that to the COVID-19 recovery. She stated that the Board should discuss if there were any modifications they wanted to make to their programming. She proceeded to review the Plan and outlined each of the Committee's new and ongoing initiatives, and partner initiatives. The Board concurred to have the Director present a synopsis of the changes and the bottom line before the July meeting.

There were no public comments.

7. New Business

A. Live on the Lake – Summer Concerts COVID Preparedness Plan

Sarah Hagen described the plans that the Promotions Committee developed to best mitigate risk for volunteers, staff and performers, and how to encourage social distancing and correct practices by the public enjoying the concerts.

There were no public comments.

Motion by Member Bradley, second by Member Christner to approve the Live on the Lake Summer Concerts COVID Preparedness Plan. Motion passed by unanimous roll call vote.

B. Concerts in Bridge Park

Director Dotson recalled that the Brewery had live entertainment on Thursday nights during the same time as the Live on the Lake series and now they have moved that up to the patio at the Bridge Street Tap Room. The City Manager asked the DDA to weigh in on the possibility of that entertainment spilling out into Bridge Park. Discussion followed regarding alcohol consumption in the park

and the Board wanted to encourage the Tap Room to be responsible for proper signage on no alcohol beyond the patio area, clarification on how the park is being used and proper social distancing.

Sarah Hagen stated that there would be smaller ensembles providing musical entertainment on Tuesday nights along with City Band concerts starting on July 7th.

C. Design Committee Streetscape and Walkability Plan

Director Dotson stated that in keeping with Main Street's overarching goals of health and wellness, and given the stated objective of having a more walkable downtown, the Design Committee discussed ways to accommodate pedestrians, vehicular traffic and parking in the City's most congested area. John Duerr, Design Committee Member, commented that Mayor Kurtz indicated that Council will discuss engaging a consultant to address the streetscape and improving the walkability for pedestrians as well as outdoor dining at their next meeting. Mr. Duerr felt that the Design Committee should be involved with helping to select the consultant and work closely with the consultant to come up with specific proposals. He stated that the agenda memo included some general principles that the Committee felt should be included in the proposal.

Member Dipert stated that he hoped that the Walkability Plan could become more long-term planning to evaluate what changes need to happen in the next 5-20 years. Members expressed their support of being involved in this process and long-term planning.

The item was opened for public comment:

- Dean Martin felt that if there was going to be a study for the future they should incorporate the people that will be using the DDA in the future. This could be the business owners and their successors. He suggested looking at the increasing number of people who are planning on working from home.

D. The Vault Cash Handling Policy

Director Dotson stated that they needed this Policy on file for the auditors. After discussion, the Board determined that a member of the Executive Committee should serve as a back-up to Director Dotson if needed for a cash transaction.

There were no comments from the public.

Motion by Member Christner, second by Member Wilkin to approve the Cash Handling Policy for The Vault Co-Working Space operations with the addendum to add a member of the Executive Committee as needed. Motion passed by unanimous roll call vote.

D. COVID-19 Business Support Grant Guidelines

Member Christner questioned number 3 on the eligibility guidelines related to a business having to identify income loss specifically related to the COVID-19 pandemic and how the business would show that loss. Director Dotson stated that it could be comparing sales from the same time period the previous year. Chair Owens felt that the review process should include that the applications be scored and recommended for approval by the Economic Vitality Committee and then forwarded to the DDA Board for final determination and award.

Member Dipert stated that he was not in favor of the concept and would have rather seen this money spent on marketing to get more people to come to town.

There were no comments from the public.

Motion by Member Bradley, second by Member Wilkin to approve the COVID-19 Business Support Grant Guidelines. Motion passed by a 5 to 1 roll call vote with Member Dipert voting against the motion.

E. DDA Communications to City Council

Member Christner stated he didn't know if the Board wanted to come up with just an informal request to City Council to say "on anything involving the downtown area, can you keep in mind that we would like to be involved in weighing in on those decisions".

There were no comments from the public.

Motion by Member Dipert, second by Member Bradley to formulate a request to City Council that decisions that are being made that directly affect the downtown specifically be vetted with the DDA Board. Motion passed by unanimous roll call vote.

8. Reports

A. Director's Report

Director Dotson summarized several of the items included in the Report.

B. Update on Business/Building Owner Survey Results and Council Action

Director Dotson reviewed the results of the survey and indicated that the vote during the Special Council Meeting was rescinded so the only change to parking at this time is around restaurants that request additional space for outdoor seating.

9. **Public Comments**
10. **Request for Future Agenda Items**
11. **Board Comments**
12. **Adjourn**
Motion by Member Bradley, second by Member Christner to adjourn the regular meeting at 6:50 p.m. Motion passed by unanimous voice vote.

Joyce Golding/fgm

Maureen Owens

Chair

BUDGET SUMMARY

Charlevoix Public Services Facility

August 6, 2020

Contractor: RCL

Original Contract Amount **\$8,998,400**

Contingency In Contract **\$250,000**

Change Order 01

Bulletin 1	-\$252,481
Bulletin 2R	\$1,830
Bulletin 3	\$11,404
Galv. Threshold Angles	\$4,992
Bulletin 4	\$14,517
Bulletin 5	-\$29,803
	-\$249,541

New Contract Amount after CO 01: **\$8,748,859**

Change Order 02

Bulletin 6	\$6,333
Bulletin 7	\$20,537
Bulletin 8	\$10,381
Bulletin 9	\$2,412
Ceiling Fabric Liner (Elec)	\$1,135
Ceiling Fabric Liner (Main)	\$1,802
Lead Paint Demo	\$16,998
Reel Holder Stops	\$4,863
Battery Backup Keypad	\$720
	\$65,181

(taken out of Contract Contingency)

Current Contract Amount: **\$8,748,859**

Current Contingency Amount: **\$184,819**

OHM Design Fee \$533,661

OHM Construction Admin Fee \$251,800

OHM Testing & Special Insp Fee \$175,974

Current Total Project Cost **\$9,710,294 + Moving Costs**

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: Mayor and Council Comments

DATE: August 17, 2020

CHARLEVOIX CITY COUNCIL

Other Council Business

TITLE: Closed Session: City Manager Evaluation MCL 15.268(a)

DATE: August 17, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

It is the time for my annual personnel evaluation and pursuant to my right under the Michigan Open Meetings Act, I request Council enter closed session for purposes of conducting a periodic personnel evaluation of a public officer.

RECOMMENDATION:

Motion to enter Closed Session pursuant to MCL 15.268(a) for the purpose of conducting the annual evaluation of the City Manager pursuant to his request.