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

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1. Pledge of Allegiance

A. Zoom Log-in Instructions

2. Roll Call

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

A. City Council Meeting Minutes - October 19, 2020
B. Accounts Payable and Payroll Check Registers
C. Grand Traverse Band of Ottawa & Chippewa Indians Grant Application
D. Defined Benefit Plan Adoption Agreement Addendum
E. General Liability & Property Insurance 2020-21 Renewal
F. Cancellation of Marina Cable TV Service

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Mayoral Appointment
Luther Kurtz, Mayor

8. Reports and Communications

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

9. Other Council Business

10. Adjourn

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or

services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Pledge of Allegiance

TITLE: Zoom Log-in Instructions

DATE: November 2, 2020

BACKGROUND:

The meeting will be held live, in-person in City Council Chambers. For those who would like to watch the meeting or participate via Zoom, instructions are below.
Topic: City Council Meeting
Time: Nov 2, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/99628697182?pwd=V0E1Z3FNT2kxLzA5UHBVbEpOUFE5Zz09

Meeting ID: 996 2869 7182
Passcode: 013125
One tap mobile
+16465588656,,99628697182#,,,,,,0#,,013125# US (New York)
+13017158592,,99628697182#,,,,,,0#,,013125# US (Germantown)

Dial by your location
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Germantown)
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- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 996 2869 7182
Passcode: 013125
Find your local number: https://zoom.us/u/adXP2XDIc

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - October 19, 2020

DATE: November 2, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, October 19, 2020 – 6:00 p.m.
210 State Street, Charlevoix, MI

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

1. Pledge of Allegiance

2. Roll Call

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

3. Presentations

A. Alley Corridor Vision Draft

City Manager Heydlauff recalled that Council directed him to work on an implementation strategy for the 2018 Downtown Alley Corridor Vision. He provided an overview of the draft and explained several key topics to Council. He indicated that he will forward the draft to the Planning Commission and DDA for their input before returning to Council for their final consideration.

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

4. Inquiry Regarding Conflicts of Interest

The Mayor stated he would recuse himself from Item 6.A.

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 – October 5, 2020
B. Accounts Payable and Payroll Check Registers
   a. Special Accounts Payable Check Register – September 30, 2020
   b. Regular Accounts Payable Check Register – October 20, 2020
   c. ACH Payments – October 2, 2020 to October 16, 2020
   d. Payroll Check Register – October 16, 2020
   e. Payroll Transmittal – October 16, 2020
   f. Tax Disbursement – October 20 2020
C. Historic District Commission Resignation – Vicki Voisin
D. Planning Commission Resignation – Brian Gelb
E. Submit Certified Local Government Grant Application to SNPO – approve historic preservation grant application

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-10-03
RESOLUTION TO SUBMIT CERTFIED LOCAL GOVERNMENT APPLICATION
TO THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE

***WHEREAS**, the City of Charlevoix DDA and Historic District Commission wish to nominate the 200 block of downtown Charlevoix to the National Register of Historic Places as a means of recognizing the historic significance of our commercial district while also providing resources in the form of Historic Tax Credits to property owners for rehabilitation projects; and*

***WHEREAS**, the City of Charlevoix will file an application to the Michigan State Historic Preservation Office (SHPO) for the Certified Local Government (CLG) Grant in the amount of $10,000 for the National Register Nomination for the resources located in the 200 block of downtown Charlevoix; and*

***WHEREAS**, Lindsey Dotson from City of Charlevoix is appointed as the Grant Project Manager who will oversee the CLG grant management and grant administration duties; and*

***WHEREAS**, Charlevoix Main Street DDA will receive and pay vendor invoices related to the grant project.*

***NOW THEREFORE BE IT RESOLVED**, that the City of Charlevoix acknowledges that the Certified Local Government (CLG) is an expense reimbursement program. The Charlevoix Main Street DDA authorizes expenditures in the amount of $10,000 for the project work with the knowledge that eligible expenditures up to the approved grant amount will be reimbursed to Charlevoix Main Street DDA upon SHPO acceptance of final project work, SHPO acceptance of the final completion report, SHPO audit and acceptance of financial documentation for eligible costs.*

RESOLVED *this 19th day of October, 2020 A.D.*

Resolution was adopted by the following yea and nay vote:
Yeas: Oleksy, Bryan, Slater, Hagen, Cole, Kalbfell
Nays: None
Absent: None

F. MPPA Capacity Purchase – authorize the purchase of capacity up to a maximum expenditure of $79,200

Motion by Kalbfell, second by Hagen to approve the Consent Agenda.
Yeas: Oleksy, Bryan, Slater Hagen, Cole, Kalbfell
Nays: None

6. Public Hearings & Actions Requiring Public Hearings

A. Public Hearings for Ordinances 821 and 822

The Public Hearings were opened by the Mayor at 6:29 p.m. He then recused himself and Deputy Mayor Cole took over the meeting. At their October 5th meeting, Council tabled this agenda item in order to obtain additional information. Council discussed indoor commercial food preparation and no open flames being allowed.

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

Motion by Kalbfell, second by Oleksy to approve Ordinance 821 amending the Zoning Ordinance for Roof Top Uses as amended.

CITY OF CHARLEVOIX
ORDINANCE NO. 821 of 2020
AN ORDINANCE TO AMEND TITLE XV, CHAPTER 153, SECTION 153.005 AND SECTION 153.118 OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title XV, Chapter 153, Section 153.005 of the City of Charlevoix Code is hereby amended to repeal and replace the definition of "Building Height" as follows:

BUILDING HEIGHT.
(a) The vertical distance measured from the average finished grade around the building to the highest point of a flat roof; to the deck line of a mansard roof; and to the average height between the eaves and ridge for a gable, hip and gambrel roof, or to an equivalent point on any other roof, excluding structural elements not intended for habitation and not exceeding six (6) feet above the maximum building height including antenna arrays, smoke and ventilation stacks, flag poles, mechanical equipment and life-safety features, and parapet walls designed solely to screen mechanical and elevator equipment.
(b) For a building located on a sloping site, height shall be measured from the average finished grade. (See 153.146 of this chapter.)

SECTION 2. Title XV, Chapter 153, Section 153.005 of the City of Charlevoix Code is hereby amended to add the following definitions:

DECK, ROOF TOP. A finished surface constructed above any top plate of a structure without a roof or walls, except for railings, and which is designed to function as useable outdoor area for human activity.

LIFE-SAFETY FEATURES. A necessary component of a building whose primary use is to eliminate or reduce danger and hazards to occupants and users of a building, including but not limited to enclosed stairwells on a roof, or enclosed elevator systems on a roof, railings on a roof, or fire suppression systems on a roof.

SECTION 3. Title XV, Chapter 153, Sections 153.118 (C) and (D) of the City of Charlevoix Code are hereby added as follows:

(C) Restaurant with outdoor seating
(1) Restaurants providing outdoor seating within an at-grade deck or patio or a roof top deck, must first acquire a zoning and building permit from the City and Charlevoix County Building Department.
(2) All structures would be subject to review by the Zoning Administrator and shall meet the requirements of the Ordinance.
(3) Restaurant outdoor seating shall be allowed only during normal operating hours of the establishment.
~~(4) All food preparation shall take place inside the establishment.~~
(4) If alcoholic beverages are to be served, the current Liquor Control Commission rules and regulations shall apply.
(5) Any music or sound that would violate the City's noise ordinances and restrictions is prohibited.
(6) Lighting shall be shielded and pointed downward and shall not be a nuisance to adjacent properties subject to Section 153.172.
(7) Outdoor seating space is subject to the requirements of Off-Street Parking, Loading, Access and Circulation.

(D) Roof top decks
The following provisions are intended to regulate roof top deck use, permanent or temporary, in all districts to reduce safety concerns, noise and other nuisances, and visual impact on neighboring properties and on the community generally. The use of roof top decks is subject to the following

restrictions:

(1) A zoning and building permit for any roof top deck must be first obtained from the City Zoning Administrator and Charlevoix County Building Department and is subject to construction of and maintenance of guardrails and other protective features as required by the Charlevoix County Building Code.

(2) Any request for a City of Charlevoix zoning permit that includes a roof top deck must undergo site plan review and receive approval by the Planning Commission prior to issuance of a zoning permit.

(3) Parapet walls and perimeter guardrails shall extend around the perimeter of the roof top deck and incorporate exterior building materials consistent with the architectural style of the underlying structure subject to Section 153.170.

(4) Any structure on a deck or patio must be permitted under the Zoning Code. Portable appurtenances are prohibited. Temporary appurtenances and structures are subject to site plan review to assure public safety.

(5) Except within the CBD, Central Business District, amplified musical instruments or sounds are prohibited. Any other music or sound that would violate the City's noise ordinances and restrictions is prohibited.

(6) All commercial food preparation shall take place inside the establishment.

(7) No open flames are allowed.

(8) Lighting shall be shielded and pointed downward and shall not be a nuisance to adjacent properties subject to Section 153.172.

(9) Roof top deck space is subject to the requirements of Section 153.185 et seq., Off-Street Parking, Loading, Access and Circulation.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

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

Ordinance No. 821 was adopted on the 19th day of October, 2020 A.D., by the Charlevoix City Council as follows:

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

State of Michigan
City of Charlevoix } §

Planner Egan stated that the second proposed amendment is a review of the Site Plan Review section of the ordinance. The proposed amendment also helps to meet the goals of the Redevelopment Ready Community program by making the review process clear, quick, and transparent.

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

Motion by Kalbfell, second by Oleksy to approve Ordinance 822 amending the Zoning Ordinance for the Site Plan Review Process.

CITY OF CHARLEVOIX
ORDINANCE NO. 822 of 2020

AN ORDINANCE TO AMEND TITLE XV, CHAPTER 153, SECTIONS 153.230 THROUGH 153.243 OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title XV, Chapter 153, Section 153.230 of the City of Charlevoix Code is hereby repealed and replaced as follows:

The purpose of this subchapter is to establish uniform requirements for the planning and design of developments within the city in order to achieve the following objectives:

A. to determine compliance with the provisions of this chapter;
B. to apply provisions of this ordinance equitably and fairly;
C. to promote the orderly development of the city;
D. to prevent depreciation of land values;
E. to ensure a consistent level of quality throughout the community;
F. to ensure a harmonious relationship between new development and the existing natural and manmade surroundings;
G. to achieve the goals and recommendations of the city Master Plan; and
H. to promote consultation and cooperation between applicants and the city in order that applicants may accomplish their objectives in the utilization of land, consistent with the public purposes of this chapter and the Master Plan.

SECTION 2. Title XV, Chapter 153, Section 153.231 of the City of Charlevoix Code is hereby amended so that the first sentence reads

as follows:

Site plan review shall be required, as applicable, under the following conditions, or under other circumstances required by the City of Charlevoix Zoning Ordinance or other applicable law, unless exempted by Section 153.232.

SECTION 3. Title XV, Chapter 153, Section 153.232 of the City of Charlevoix Code is hereby repealed and replaced as follows:

Site plan review shall not be required for:
(A) Developments, expansions, or additions to existing uses within the Charlevoix City Airport.
(B) Single- or two-family dwellings on a lot on which there exists no other principal building or use or for any home occupation or accessory building in a single-family residential district.
(Prior Code, § 5.117)

SECTION 4. Title XV, Chapter 153, Section 153.233 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.233 PRE-APPLICATION CONFERENCE
The Charlevoix Zoning Administrator and/or planner shall have the authority to conduct a pre-application meeting with the applicant/developer to assist them in understanding the site plan review process and other ordinance requirements; and to provide insight as to what portions of their proposed development may be of special concern to the Planning Commission.

This conference is not mandatory, but is recommended for small and large projects alike. For large projects, a pre-application conference should be held several months in advance of the desired start of construction. Such an advance conference will allow the applicant/developer time to prepare the needed information for the Planning Commission to make a proper review.

SECTION 5. Title XV, Chapter 153, Section 153.234 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.234 SITE PLAN REVIEW PROCEDURES
The process for reviewing the site plan shall be as follows:
(A) Site Plan and Level "A" reviews shall be performed by the Zoning Administrator as follows:
(1) Two (2) copies of a complete site plan and an electronic version, in a format specified by the city, shall be submitted along with an application for that purpose and a fee, as established by the City Council.
(2) The Zoning Administrator shall review the site plan for completeness.
(3) If the site plan is found to be incomplete, the Zoning Administrator shall return the site plan to the applicant with a list of items needed to make the site plan complete.
(4) Once the site plan is determined to be complete, the Zoning Administrator shall notify and seek comment from other city departments as applicable. A review by all the applicable departments will be held within fourteen (14) days. A report will be drafted by the Zoning Administrator stating a synopsis of the proposal and how the proposal relates to the zoning ordinance standards.
(5) The Zoning Administrator shall consider the site plan, any comments received and the applicable standards of this ordinance and shall either approve the site plan, as submitted, if all applicable requirements and the standards of Section 153.237 have been met; approve the site plan with conditions; or deny approval of the site plan, if applicable requirements and standards have not been met.
(6) The reasons for the Zoning Administrator's action, along with any conditions that may be attached, shall be stated in writing and provided to the applicant.
(7) If approved, two (2) copies of the final site plan shall be signed and dated by the Zoning Administrator and the applicant. One (1) copy, along with the digital version, shall be kept on file with the city and one (1) copy shall be returned to the applicant or their designated representative. If the plan is approved with conditions, a revised plan shall be submitted reflecting those conditions and signed by the applicant and Zoning Administrator prior to the issuance of any permits.
(B) Site Plan and Level "B" reviews shall be performed by the Planning Commission as follows:
(1) Two (2) copies of a complete site plan and an electronic version, in a format specified by the city, shall be submitted along with an application for that purpose and a fee, as established by the City Council.
(2) The Zoning Administrator shall review the site plan for completeness.
(3) If the site plan is found to be incomplete, the Zoning Administrator shall return the site plan to the applicant with a list of items needed to make the plot plan or site plan complete.
(4) Once the site plan is determined to be complete, the Zoning Administrator shall notify and seek comment from other city departments as applicable. A review by all the applicable departments will be held within fourteen (14) days. A report will be drafted by the Zoning Administrator stating a synopsis of the proposal and how the proposal relates to the zoning ordinance standards.
(5) The applicant will then submit eleven (11) copies of the complete (revised) site plan; 2 full size, 9 11" x 17" and an electronic version, in a format specified by the city.
(6) The Zoning Administrator shall transmit the site plan and report to the Planning Commission for consideration at its next meeting that meets the noticing requirements. Comments, if any, from the public, city departments and consultants shall be transmitted to the Planning Commission prior to its review of the plan. Where required by the City of Charlevoix Zoning Ordinance or other applicable law, notice shall be given to all persons to whom real property is assessed within 300 feet of the property that is the subject of the request and to the occupants of all structures within 300 feet of the subject property regardless of whether the property or structure is located in the zoning jurisdiction, and a public hearing held.
(7) The Planning Commission shall consider the site plan and shall either approve the site plan, as submitted, if all applicable requirements and standards have been met; approve the site plan with conditions; or deny the site plan if applicable requirements and standards have not been met. The Planning Commission review shall be based on the requirements of this chapter, comments received from city

departments and consultants, and, specifically, the review standards of Section 153.237.

(8) If approved, two (2) copies of the site plan shall be signed and dated by the Planning Commission chairperson and the applicant. One (1) copy, plus the digital copy, shall be kept on file with the city and one (1) copy shall be returned to the applicant or their designated representative. If the plan is approved with conditions, a revised plan shall be submitted reflecting those conditions and signed by the applicant and the Planning Commission chairperson, prior to the issuance of any permits.

(Prior Code, § 5.118) (Ord. 794, passed 9-17-2018)

SECTION 6. Title XV, Chapter 153, Section 153.235 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.235 SUBMITTAL REQUIREMENTS

(A) Required content. Each site plan submitted shall contain the information detailed in Table 153.235 as applicable:

Table 153.235: Required Site Plan Content		
Required Information	***Level "A"***	***Level "B"***
GENERAL INFORMATION		
Date, north arrow and scale	*X*	*X*
Name and firm address of the professional individual responsible for preparing the site plan	*X*	*X*
Name and address of the property owner or petitioner	*X*	*X*
Location sketch	*X*	*X*
Legal description of the subject property	*X*	*X*
Size of subject property in acres or square feet	*X*	*X*
Boundary survey dated within 6 years of application	*X*	*X*
Preparer's professional seal		*X*
Revision block (month, day and year)	*X*	*X*
EXISTING CONDITIONS		
Existing zoning classification of subject property	*X*	*X*
Property lines and required setbacks (dimensioned)	*X*	*X*
Location, width and purpose of all existing easements	*X*	*X*
Location and dimension of all existing structures on the subject property	*X*	*X*
Location of all existing driveways, parking areas and total number of existing parking spaces on subject property	*X*	*X*
Abutting street right-of-way width	*X*	*X*
Location of all existing structures, driveways and parking areas within 300 feet of the subject property's boundary		*X*
Existing water bodies (rivers, creeks, wetlands and the like)	*X*	*X*
Existing landscaping and vegetation on the subject property		*X*
Size and location of existing utilities		*X*
Location of all existing surface water drainage facilities	*X*	*X*
PROPOSED DEVELOPMENT		
Location and dimensions of all proposed buildings	*X*	*X*
Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided) and unloading areas	*X*	*X*
Setbacks for all buildings and structures	*X*	*X*
Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use		*X*
Flood plain areas and basement and finished floor elevations of all buildings	*X*	*X*
Landscape plan (showing location of proposed materials, size and type)		*X*
Layout and typical dimensions of proposed parcels and lots		*X*
Number of proposed dwelling units (by type), including typical floor plans for each type of unit		*X*
Number and location (by code, if necessary) of efficiency and 1-, 2- and 3- or more bedroom units		*X*

Table 153.235: Required Site Plan Content		
All deed restrictions or covenants		X
Brief narrative description of the project including proposed use, existing floor area (sq. ft.), size of proposed expansion (sq. ft.) and any change in the number of parking spaces	X	X
ENGINEERING		
Proposed method of handling sanitary sewage and providing potable water	X	X
Location and size of proposed utilities, including connections to public sewer and water supply systems and/or size and location of on-site systems	X	X
Location and spacing of fire hydrants		X
Location and type of all proposed surface water drainage facilities	X	X
Grading plan at no more than 2-foot contour intervals		X
Proposed streets (including pavement width, materials and easement or right-of-way dimensions)		X
BUILDING DETAILS		
Typical elevation views of all sides of each building		X
Gross and usable floor area	X	X
Elevation views of building additions	X	X
Building height	X	X

(B) Information waiver. Specific requirements of either a Level "A" or "B" site plan may be waived by the Zoning Administrator where it is determined that such information is not applicable to the request. The Planning Commission reserves the right to request the waived information for Level B Site Plan reviews in their decision making process.
(C) Additional reports/study. The Zoning Administrator or Planning Commission may require additional studies, reports or written opinions from qualified consultants to determine compliance with this chapter or other applicable law or to ensure negative impacts to public health, safety and welfare are avoided or mitigated. These reports/studies may include, but are not limited to, traffic studies, transportation plans, geotechnical reports, flood hazard evaluations or environmental assessments. The Zoning Administrator, or Planning Commission, shall have the authority to choose the individual consultant, firm or company. The costs of additional study shall be paid for by the applicant.
(Prior Code, § 5.119)

SECTION 7. Title XV, Chapter 153, Section 153.236 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.236 COORDINATION WITH OTHER DEPARTMENTS AND AGENCIES

(A) The Zoning Administrator shall forward Level "A" and Level "B" site plans and applications to the following departments and agencies where applicable for their information and opportunity to comment:
(1) City of Charlevoix Fire and Rescue Department
(2) City of Charlevoix Public Works Department
(3) Charlevoix County Road Commission
(4) Michigan Department of Transportation
(5) Charlevoix District Health Department
(6) Charlevoix County Drain Commissioner
(7) City of Charlevoix Police Department
(8) City of Charlevoix Downtown Development Authority
(9) Any other agency that may be affected by the Site Plan.

(B) This review does not alleviate the applicant from obtaining any and all required permits and/or approvals from the departments and agencies listed above. Any comments received from the departments and agencies within a reasonable time (14 days) will be reviewed and considered by the Planning Commission and/or the Zoning Board of Appeals (ZBA).
(1) The Planning Commission may approve an application conditioned on obtaining agency permits, or may, if the permit is critical to the site plan, require the permit or approval prior to issuance of their approval.
(2) No construction activity associated with an approved site plan shall be undertaken until permits and approvals from all applicable agencies have been presented to the Zoning Administrator.
(3) Whenever possible, site plan review by the Zoning Administrator and Planning Commission shall be coordinated and done simultaneously with other reviews by the Zoning Administrator and Planning Commission on the same application.
(4) When an application is dependent on the need for a dimensional variance from the ZBA, re-zoning of property, or a zoning ordinance text amendment, such action must be completed prior to final site plan approval by the Planning Commission.

SECTION 8. Title XV, Chapter 153, Section 153.237 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.237 STANDARDS FOR SITE PLAN APPROVAL

A site plan shall be approved or approved with conditions, only upon a finding of compliance with the following standards:

(A) The site plan must comply with all standards of this Article and all applicable requirements of this chapter, as well as with all other applicable city, county, state and federal laws and regulations.

(B) The site must be designed in a manner that is harmonious, to the greatest extent possible, with the character of the surrounding area.

(C) The site must be designed to minimize hazards to adjacent property and to reduce the negative effects of traffic, noise, smoke, fumes and glare to the maximum extent possible.

(D) The site plan does not have a negative impact on the provisions of human services, housing, transportation needs, and access to food in the community.

(E) The site plan protects the natural environment and conserves natural resources and energy to the extent possible in light of the proposed development.

(F) Unless a more specific design standard is required by the city through a different ordinance or regulation, all uses and structures subject to site plan review shall comply with the following design standards:

(1) Traffic circulation.

a. The site plan shall comply with the applicable zoning district requirements for minimum floor space, height of building, lot size, yard space, density and all other requirements as set forth in the City of Charlevoix Zoning Ordinance, unless otherwise provided.

b. Vehicular and Pedestrian Circulation. Safe, convenient, uncontested, and well-defined vehicular and pedestrian circulation shall be provided for ingress/egress points and within the site. A pedestrian circulation system shall be provided and shall be as insulated as completely as reasonably possible from the vehicular circulation system. The number, location and size of access and entry points, and internal vehicular and pedestrian circulation routes shall be designed to promote safe and efficient access to and from the site, as well as circulation within the site. In reviewing traffic features, the number, spacing and alignment of existing and proposed access points shall be considered relative to their impact on traffic movement on abutting streets and adjacent properties.

c. Walkways from parking areas to building entrances

a. Internal pedestrian walkways shall be developed for persons who need access to the building(s) from internal parking areas and shall be designed to provide access from these areas to the entrances of the building(s)

b. The walkways shall be designed to separate people from moving vehicles.

c. These walkways shall have a minimum width of five (5) feet with no car overhang or other obstruction.

d. The walkways must be designed in accordance with the Michigan Barrier Free Design Standards.

e. The walkways shall be distinguished from the parking and riving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority.

(2) Storm water. Storm water retention and drainage systems shall be designed so the removal of surface water will not adversely affect neighboring properties or public storm water drainage systems. Unless impractical, storm water shall be removed from all roofs, canopies and paved areas by an underground surface drainage system. Low impact design solutions such as rain gardens and green roofs are encouraged. The proposed project will meet the City of Charlevoix Storm Water Ordinance.

(3) Snow Storage. Proper snow storage areas shall be provided so to not adversely affect neighboring properties, vehicular and pedestrian clear vision, and parking area capacity.

(4) Landscaping. The landscape shall be preserved in its natural state, insofar as practical, by minimizing unnecessary tree and soil removal. Any grade changes shall be in keeping with the general appearance of neighboring developed areas. Provision or preservation of landscaping, buffers or greenbelts may be required to ensure the proposed uses will be adequately buffered from one another and from surrounding property.

(5) Screening. Where non-residential uses abut residential uses, appropriate screening shall be provided in accordance with Section 153.171 to shield residential properties from noise, headlights and glare.

(6) Lighting. Lighting shall be designed to minimize glare on adjacent properties and public streets. As a condition of site plan approval, reduction of lighting during non-business hours may be required.

(7) Utility service. All utility service shall be underground, unless impractical due to engineering difficulties.

(8) Exterior uses. Exposed storage areas, machinery, heating and cooling units, service areas, loading areas, waste storage areas, utility buildings and structures, and similar accessory areas shall be located to have a minimum negative effect on adjacent properties and shall be screened, if reasonably necessary, to ensure compatibility with surrounding properties.

(9) Emergency access. All buildings and structures shall be readily accessible to emergency vehicles.

(10) Water and Sewer. Water and sewer installations shall comply with all City specifications and requirements.

(11) Signs. Permitted signs shall be located to avoid creating distractions, visual clutter and obstructions for traffic entering or exiting a site.

(Prior Code, § 5.120)

SECTION 9. Title XV, Chapter 153, Section 153.238 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.238 CONDITIONS OF SITE PLAN APPROVAL

(A) Conditions which are designed to ensure compliance with the intent of this Zoning Ordinance and other regulations of the City of Charlevoix may be imposed on site plan approval.

(B) Conditions imposed shall be based on the following criteria:

(1) Ensure that public services and facilities affected by the proposed land use and site plan will not be adversely affected.

(2) Ensure that the use is compatible with adjacent land uses and activities.

(3) Protect natural resources, the health, safety, welfare and social and economic well- being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.
(4) Ensure compatibility between the proposed use or activity and the rights of the city to perform its governmental functions.
(5) Meet the intent and purpose of the City of Charlevoix Zoning Ordinance, be related to the regulations and standards established in the ordinance for the land use or activity under consideration and be necessary to ensure compliance with those standards.
(6) Ensure compliance with the intent of other city ordinances that are applicable to the site plan.
(7) Ensure compatibility with other uses of land in the vicinity.
(Prior Code, § 5.121)

SECTION 10. Title XV, Chapter 153, Section 153.239 of the City of Charlevoix Code is hereby repealed and replaced as follows:

153.239 PERFORMANCE GUARANTEE
To assure compliance with this ordinance and any conditions of approval, performance guarantees may be required. The City Manager may require that a performance guarantee be furnished to ensure compliance with the requirements and conditions imposed under the City's Zoning Ordinance. The amount of the performance guarantee shall be set forth by the City Manager, with input from Council, and shall be an amount acceptable to the city in covering the estimated cost of improvements associated with the project for which zoning approval is sought. This performance guarantee may be in the form of a cash deposit, certified check, irrevocable bank letter of credit, or a surety bond, and shall be deposited with the treasurer of the City. The performance guarantee shall be deposited at the time of issuance of the permit authorizing the activity or project. The City shall not require the deposit of the performance guarantee before the date on which the City is prepared to issue the permit. The City shall rebate any cash deposits in reasonable proportion to the ratio of work completed on the required improvement as work on the required improvements progresses.
(Prior Code, § 5.122) (Ord. 794, passed 9-17-2018)

SECTION 11. Title XV, Chapter 153, Section 153.240 of the City of Charlevoix Code is hereby added as follows:

153.240 AUTHORITY AND LIMITATIONS
(A) A person aggrieved by a decision of the Zoning Administrator or Planning Commission in granting or denying approval of a site plan, or regarding any conditions attached to an approval, may appeal the decision to the ZBA per the requirements of Section 153.038. A party aggrieved by the decision of the ZBA may appeal to the Charlevoix County Circuit Court.
(B) Decisions on a Special Use Permit or Planned Unit Development site plan may not be appealed to the ZBA, and may be appealed directly to Circuit Court.
(C) Land Use Permits associated with an approved site plan will not be issued until permits and approvals from applicable outside agencies have been presented to the Zoning Administrator. Such permits and approvals shall include but not be limited to soil erosion and sedimentation control permits, wetland permits, floodplain permits, driveway and road permits, and Health Department permits.

SECTION 12. Title XV, Chapter 153, Section 153.241 of the City of Charlevoix Code is hereby added as follows:

153.241 AMENDMENT TO APPROVED SITE PLAN
Changes to an approved site plan shall be permitted only under the following circumstances:
(A) The holder of an approved site plan shall notify the Zoning Administrator of any proposed change to an approved site plan.
(B) Changes to a Level "A" site plan may be approved by the Zoning Administrator.
(C) Minor changes to a Level "B" site plan may be approved by the Zoning Administrator upon determining that the proposed revision(s) will not alter the basic design or any specified conditions imposed as part of the original approval. Minor changes shall include the following:
(1) Reduction in building size or increase in building size up to five (5) percent of total approved floor area.
(2) Movement of buildings or other structures by no more than ten (10) feet.
(3) Replacement of plant material specified in the landscape plan with comparable materials of an equal or greater size.
(4) Changes in building materials to a comparable or higher quality.
(5) Changes in floor plans which do not alter the character of the use.
(6) Changes required or requested by a city, county, state or federal regulatory agency in order to conform to other laws or regulations.
(D) A proposed change to a Level "B" site plan, determined by the Zoning Administrator to not be a minor change, shall be submitted to the Planning Commission as a site plan amendment and shall be reviewed in the same manner as the original application.
(Prior Code, § 5.123)

SECTION 13. Title XV, Chapter 153, Section 153.242 of the City of Charlevoix Code is hereby added as follows:

153.242 EXPIRATION
Site plan approval shall expire twelve (12) months after the date of approval, unless substantial construction has been commenced and is continuing. The Zoning Administrator, in the case of a Level "A" site plan, or the Planning Commission, in the case of Level "B" site plan, may grant one extension of up to twelve (12) additional months; provided the applicant requests an extension in writing prior to the date of expiration of the site plan. The extension shall be approved if the applicant presents reasonable evidence that the development has encountered unforeseen difficulties beyond the control of the applicant and the project will proceed within the extension period. If the above provisions are not fulfilled or the extension has expired prior to construction, the site plan approval shall become null and void.
(Prior Code, § 5.124)

SECTION 14. Title XV, Chapter 153, Section 153.243 of the City of Charlevoix Code is hereby added as follows:

153.243 AS BUILT PLAN

(A) For a project which requires a detailed site plan review, an as-built site plan shall be submitted to the City within 90 days of completion or occupancy, whichever comes first. This site plan shall be prepared to the same standard as the approved site plan. The Zoning Administrator shall use this as-built site plan as a comparison to the approved site plan, and the actual construction on the ground to ensure compliance with the conditions, and other requirements of the site plan, Planned Unit Development, special use permit, and requirements of this ordinance.

(B) If the as-built site plan does not show compliance with the conditions, and other requirements of the site plan, Planned Unit Development, special use permit, or other requirements of this ordinance, the deviation shall be considered a violation of this ordinance and shall be subject to any applicable enforcement remedy.

SECTION 15. Severability.

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

SECTION 16. Effective Date.

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

Ordinance No. 822 was adopted on the 19th day of October, 2020 A.D., by the Charlevoix City Council as follows:

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

State of Michigan
City of Charlevoix } §

B. Public Hearing to Conduct a Deer Cull

The Mayor returned to the meeting. Chief Doan recalled the timeline of deer management meetings and discussions over the last two years. The deer cull would be conducted in January 2021 if approved. Tony Aderman from the USDA answered several questions from Council.

Mayor Kurtz opened the item to public comment and five were heard, four of which were not in favor.

It was the general consensus of Council to not conduct a cull at this time. They agreed to collaborate with the Little Traverse Bay Bands of Odawa Indians going forward regarding this issue and others.

Motion by Slater, second by Cole to establish communication with Little Traverse Bay Bands of Odawa Indians over deer culling and other topics. Motion carried by unanimous voice vote.

The public hearings were closed by the Mayor at 7:13 p.m.

7. All Other Actions & Requests

A. Assessing Agreement

City Manager Heydlauff stated that City Assessor Joe Lavender desires to transition away from employment with the City and instead transition to an independent contractor so that he can take on additional units. He stated that from a service perspective, this would not change anything except the Assessor's in-office availability will drop from four days per week to one. City Manager Heydlauff noted that the Assessor would continue GIS work remotely.

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

Motion by Cole, second by Kalbfell to authorize the City Manager to sign the assessing agreement with Up North Assessing as presented. Motion carried by unanimous voice vote.

B. Fence Regulation Request for Planning Commission

Slater stated that some on Council would like to ask the Planning Commission to further study fence regulations as a means of controlling nuisance animals. Zoning Administrator Scheel stated that now that there is a decision on the deer cull, he will issue ordinance enforcement letters to those residents who have installed a deer fence.

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

Motion by Slater, second by Oleksy to request the Planning Commission study fence regulations relative to nuisance animals.
Yeas: Slater, Hagen, Cole

Nays: Oleksy, Bryan, Kalbfell
Mayor voted Yea to break the tie. Motion carried.

8. Reports & Communications

A. Public Comments

- Darlene Klien requested a report regarding the money given to the Chamber of Commerce for job finding

B. City Manager Comments

- May GTB grant request for stretchers is being resubmitted in November due to COVID-19 constraints in May
- Fall tree planting begins this week
- Clerk is busy with election related tasks
- In interest of meeting brevity, the November 2nd meeting will be Consent Agenda only

C. Mayor & Council Comments

9. Other Council Business

The Mayor suggested that the City look into making sidewalks more accessible this winter. Council requested that the City Manager pursue options and bring them back to Council.

10. Adjourn

The Mayor adjourned the meeting at 7:44 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor

Special Accounts Payable – 09/30/2020

STATE OF MICHIGAN	50.00	**TOTAL**	**50.00**

Regular Accounts Payable – 10/20/2020

ACCESS LOCKSMITHING INC	132.50	EMERGENCY VEHICLES PLUS	459.56
ACCUMED GROUP, THE	4,013.49	ETNA SUPPLY	950.00
ACE HARDWARE	1,795.64	FAMILY FARM & HOME	1,294.52
ALL-PHASE ELECTRIC	116.67	FASTENAL COMPANY	29.97
ALTA CONSTRUCTION EQUIP LLC	3,281.79	FREEDOM MAILING SERVICES INC.	2,253.42
AMERICAN WASTE INC.	1,290.00	GALLS AN ARAMARK COMPANY	1,331.99
APX INC.	32.58	GORDON FOOD SERVICE	17.97
ARNST, JEFF	24.84	GRAINGER	320.59
AUTO VALUE	535.08	GREAT LAKES ELEVATOR LLC	3,408.93
AVFUEL CORPORATION	37,623.44	GREAT LAKES PIPE & SUPPLY	319.77
BEAVER RESEARCH COMPANY	217.05	HACH COMPANY	864.25
BEHAN WINDOW CLEANING	140.00	HERZOG ELECTRIC	297.73
BELL EQUIPMENT COMPANY	1,211.85	HYDRO CORP	539.50
BLARNEY CASTLE OIL CO	843.43	IDEXX DISTRIBUTION INC.	1,518.98
BLAZING AVIATION	139.58	INDEPENDENT DRAFTING SERVICES	1,938.00
BOSS, ERICA	200.00	IPS GROUP INC	1,590.43
BOUND TREE MEDICAL LLC	469.83	JACK DOHENY COMPANIES	142.09
BRADFORD'S	35.75	JOHN E. GREEN COMPANY	210.00
CARQUEST OF CHARLEVOIX	678.35	KEN'S REAL FOOD	75.00
CCP INDUSTRIES INC	282.40	KSS ENTERPRISES	255.34
CDW GOVERNMENT INC.	170.56	LAMAR COMPANIES	770.00
CENTRAL DRUG STORE	42.47	LEWIS, JACK & BRENDA	25.00
CHARLEVOIX SCREEN MASTERS INC	594.00	LITTLE TRAVERSE DISPOSAL LLC	21,803.25
CHARLEVOIX STATE BANK	26,885.72	LOTTIE'S BAGELS	84.00
CHARTER COMMUNICATIONS	147.15	MINERAL MASTERS	1,935.00
CHEMICAL SYSTEMS INC.	3,576.00	MOUSSEAU, BERNARD	270.00
CHEMTRADE CHEMICALS US LLC	5,826.40	NAVIA BENEFIT SOLUTIONS	50.00
CINTAS	55.91	NORTH COAST FASTENERS LLC	384.90
CITY OF CHARLEVOIX - MISC	3,688.71	NORTHERN CREDIT SERVICES	430.53
CITY OF CHARLEVOIX - UTILITIES	48,621.72	NORTHERN LIGHTS FAMILY	158.00
CONWAY PROFESSIONAL SERVICES	4,280.00	NORTHERN MICHIGAN REVIEW INC.	372.00
DELL MARKETING L P	1,053.44	NORTHERN SAFETY CO INC	73.68
DHASELEER, CARL	117.00	NORTHWEST FIRE	273.50
DITCH WITCH SALES OF MICHIGAN	2,444.56	NW MI COG	36,315.00
DORNBOS SIGN INC.	40.90	OLESON'S FOOD STORES	62.85
DOWNING, DENNIS	50.00	OLSON BZDOK & HOWARD	2,689.25
EJ USA INC.	1,006.72	PARASTAR INC.	75.80
ELECTIONSOURCE	146.06	PARKER, MICHAEL	80.00
EMBROIDME	90.90	PENINSULA FIBER NETWORK LLC	470.00
EMERGENCY MEDICAL PRODUCTS INC	195.15	PHYSICIAN'S CLINIC OF CHARLEVOIX	42.00

PLUNKETT & COONEY	1,840.00	TELNET WORLDWIDE	223.09
POWER LINE SUPPLY	16,434.04	THORP, CARLI	75.00
PURITY CYLINDER GASES INC	278.85	TRUCK & TRAILER SPECIALTIES	64.60
QTPOD	1,425.00	UNIFIRST CORPORATION	477.05
QUALITY CAR & TRUCK REPAIR INC	726.30	VILLAGE GRAPHICS INC.	1,574.18
RANGE TELECOMMUNICATIONS	503.95	WILBERT BURIAL VAULT CO	591.36
RESCO	8,701.60	WORK & PLAY SHOP	252.40
RIETH-RILEY CONST CO INC	409,994.91	XEROX FINANCIAL SERVICES	168.84
SHARROW MASONRY INC	450.00	ZIIBIMIJWANG INC	173.00
SHINDORF BUILDERS	1,117.00	ZIXCORP	13,510.12
SPARTAN STORES LLC	49.75	**TOTAL**	**699,492.86**
STAPLES	163.88		
TAYLOR 12501 LLC	4,417.50		

ACH Payments – 10/02/2020 to 10/16/2020

PROXIMITY SPACE INC	105.40	ALERUS FINANCIAL (HCSP)	350.00
MI PUBLIC POWER AGENCY	12,814.02	STATE OF MI (WITHHOLDING TAX)	6,322.34
AMG PAYMENT SOLUTIONS	669.94	VANTAGEPOINT (401 ICMA PLAN)	912.08
PAYMENT SERVICE NETWORK	249.10	VANTAGEPOINT (457 ICMA PLAN)	20,519.35
STATE OF MI (SALES TAX)	21,575.46	VANTAGEPOINT (ROTH IRA)	1,155.76
DTE ENERGY	1,798.51	**TOTAL**	**119,584.91**
MI PUBLIC POWER AGENCY	9,893.77		
IRS (PAYROLL TAX DEPOSIT)	43,219.18		

Payroll Net Pay – Check Date 10/16/2020

HEYDLAUFF, MARK L.	2,882.72	MANKER SR, DAVID W.	554.71
GOLDING, JOYCE M.	1,653.60	NEDWICK, DAVID J.	404.93
DEROSIA, PATRICIA E.	799.18	FREY, DYLAN V.	493.48
DOTSON, LINDSEY J.	1,421.40	HART III, DELBERT W.	755.69
KLOOSTER, ALIDA K.	1,753.73	FINNERTY, HOLLY E.	654.95
GOLOVICH, KAREN J.	1,005.65	CRANDELL, ZACKARY R.	532.52
BARNEVELD, RICHELLE L.	1,163.10	KNORR, KENT J.	1,958.91
EDWARDS, MACKENZIE R.	1,299.42	ANZELL, BETH A.	1,318.21
MILLER, FAITH G.	32.43	KLOOSTER, PATRICK H.	1,655.71
MCGINN, KELLY A.	2,085.82	EVANS JR, HALBERT K.	648.24
LAVENDER, JOSEPH E.	1,728.57	DAVIS, LEAH R.	234.86
DOAN, GERARD P.	2,406.48	TELGENHOF, WILL G.	82.81
UMULIS, MATTHEW T.	1,203.53	WHITE III, MARCUS W.	585.23
HANKINS, SCOTT A.	1,952.22	KIRINOVIC, THOMAS F.	408.89
ORBAN, BARBARA K.	1,234.27	HART, DAVID R.	55.41
FLICKEMA, ANDREW M.	1,589.58	MCDONNELL, JENNA N.	364.50
RILEY, DENISE M.	454.71	GILL, DAVID R.	557.72
MUNK, CHRISTOPHER J.	1,268.55	MASSON, DONALD J.	404.03
SCHICK, TIELER R.	1,310.55	LABLANCE, MAUREEN J.	148.69
MATELSKI, KRISTEN L.	1,355.87	LIVINGSTON, BRIAN D.	1,708.92
BINGHAM, LARRY E.	1,006.88	STANLEY, MARK J.	63.72
MACGILLIVRAY, ROGER	371.04	WYMAN, MATTHEW A.	1,647.33
AZZOPARDI, LAUREN E.	268.45	MILLER, WILLIAM S.	1,152.94
WURST, RANDALL W.	1,610.41	DOUGLAS, MARK	1,050.54
MAYER, SHELLEY L.	1,727.26	PRIOR, ERIN C.	962.45
HILLING, NICHOLAS A.	1,404.87	FRATRICK, JOSEPH W.	518.81
MEIER III, CHARLES A.	1,195.82	MCMULLEN, DONALD R.	2,022.91
ZACHARIAS, STEVEN B.	1,566.98	SILVA, JESSE L.A.	1,053.71
NEWMAN, MARK J.	965.11	JOHNSON, MELISSA A.	1,363.60
SWEM, DONALD L.	3,086.32	STEPHENS, LYON G.	73.49
EATON, BRAD A.	2,586.02	TRAVERS, MANUEL J.	1,535.87
WILSON, TIMOTHY J.	2,900.46	FAULKNOR, CHRISTOPHER J.	2,544.80
LAVOIE, RICHARD L.	2,272.18	STEVENS, JEFFREY W.	256.64
STEVENS, BRANDON C.	2,566.20	RILEY, CASEY W.	649.67
DRAVES, MARTIN J.	2,385.03	JONES, LARRY M.	614.99
ANDERSON, ELIZABETH A.	1,233.97	VANZANDT, ZORRAN C.	572.65
KENWABIKISE, DAVID L.	1,161.97	MATZ, EMILY S.	1,058.06
ELLIOTT, PATRICK M.	2,739.34	LEPIRD, KATIE A.	1,033.50
SCHWARTZFISHER, JOSEPH	1,069.98	MOYER, DAVID T.	43.61
BRADLEY, KELLY R.	2,043.63	WHEELER, MICHAEL W.	1,769.72
HART II, DELBERT W.	1,429.48	MISHLER, MICHAEL. J.	1,326.04
JONES, ROBERT F.	1,276.15	AZZOPARDI, ANTHONY J.	1,772.99
FARRELL, MITCHELL L.	1,334.39	PECK, JARICA L.	387.67
THORP JR, WILLIAM D.	1,603.27	DIETZ, AMANDA M.	776.30
LEITNER, RYAN S.	1,016.11	WELLS, JANINNA J.	168.49
FERGUSON, ROYCE L.	1,498.97	MOYER, NATHAN I.	1,724.83
DORAN, JUSTIN J.	2,107.26	MARIHUGH, ANDREW J.	155.20

WHITLEY, ANDREW T.	2,922.44	SEROUR III, MICHAEL J.	387.88
MORRISON, KEVIN P.	1,687.89	**TOTAL**	**118,505.95**
BISHAW, JAMES H.	649.87		

Payroll Transmittal – 10/16/2020

4FRONT CREDIT UNION	943.00	COMMUNICATION WORKERS OF AMER	672.47
AMERICAN FAMILY LIFE	608.28	MI STATE DISBURSEMENT UNIT	209.65
CHAR EM UNITED WAY	90.00	MONY LIFE INSURANCE	380.82
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,499.08
CHEMICAL BANK	25.00	**TOTAL**	**5,395.30**

Tax Disbursement – 10/20/2020

CHARLEVOIX COUNTY TREASURER	31,160.97	CHARLEVOIX PUBLIC SCHOOLS	1,460.98
CHARLEVOIX PUBLIC SCHOOLS	44,589.49	CITY OF CHARLEVOIX - TAXES DUE	36,756.59
CHARLEVOIX PUBLIC SCHOOLS	1,490.86	**TOTAL**	**116,949.48**
CHARLEVOIX PUBLIC SCHOOLS	1,043.48		
CHARLEVOIX PUBLIC SCHOOLS	447.11		

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: November 2, 2020

ATTACHMENTS:

- Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
10/21/2020		
131730	AT&T	1,187.20
131731	AT&T LONG DISTANCE	27.14
131732	CHARLEVOIX STATE BANK	3,300.71
131733	CHARTER COMMUNICATIONS	1,700.71
131734	DELTA DENTAL	3,374.08
131735	GREAT LAKES ENERGY	199.74
131736	HOLIDAY COMPANIES	5,589.87
131737	MONY LIFE INSURANCE	427.74
131738	PRIORITY HEALTH	45,476.79
131739	STANDARD INSURANCE CO	2,796.51
131740	VERIZON WIRELESS	88.27
131741	VSP INSURANCE CO. (CT)	539.40
131742	WEX BANK	1,086.71
Total 10/21/2020:		65,794.87
Grand Totals:		65,794.87

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

10/21/20	Special Accounts Payable Run	$ 65,794.87
10/30/20	Payroll (net pay)	$ 114,174.43
10/30/20	Payroll Transmittal Checks	$ 5,395.30
11/03/20	Regular Accounts Payable	$ 1,139,775.81
	Checks Sub-Total:	$ 1,325,140.41

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

10/19/20	MI Public Power Agency	$ 19,434.44
10/26/20	MI Public Power Agency	$ 233,485.78
10/26/20	MI Public Power Agency	$ 9,329.60
10/30/20	IRS (Payroll Tax Deposit)	$ 42,996.95
10/30/20	Alerus Financial (HCSP)	$ 350.00
10/30/20	State of MI (Withholding Tax)	$ 6,209.47
10/30/20	Vantagepoint (401 ICMA Plan)	$ 912.08
10/30/20	Vantagepoint (457 ICMA Plan)	$ 20,309.73
10/30/20	Vantagepoint (Roth IRA)	$ 1,180.76
10/30/20	MERS (Defined Benefit Plan)	$ 75,042.55
	ACH Sub-Total:	$ 409,251.36
	Huntington National Bank Total:	$ 1,734,391.77

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

11/03/20	Tax Disbursement	$ 87,273.89
	Charlevoix State Bank Total:	$ 87,273.89
	Grand Total:	$ 1,821,665.66

APPROVED: POLICE CHIEF FOR CITY MANAGER | CITY TREASURER | CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
10/24/2020	PC	10/30/2020	31913	HEYDLAUFF, MARK L.	102		2,882.72
10/24/2020	PC	10/30/2020	31914	GOLDING, JOYCE M.	106		1,653.60
10/24/2020	PC	10/30/2020	31915	DEROSIA, PATRICIA E.	107		1,120.51
10/24/2020	PC	10/30/2020	31916	DOTSON, LINDSEY J.	109		1,494.56
10/24/2020	PC	10/30/2020	31917	KLOOSTER, ALIDA K.	121		1,786.77
10/24/2020	PC	10/30/2020	31918	GOLOVICH, KAREN J.	122		980.66
10/24/2020	PC	10/30/2020	31919	BARNEVELD, RICHELLE	123		1,163.10
10/24/2020	PC	10/30/2020	31920	EDWARDS, MACKENZIE	124		1,299.42
10/24/2020	PC	10/30/2020	31921	MCGINN, KELLY A.	146		2,184.76
10/24/2020	PC	10/30/2020	31922	LAVENDER, JOSEPH E.	153		1,728.57
10/24/2020	PC	10/30/2020	31923	DOAN, GERARD P.	201		2,406.49
10/24/2020	PC	10/30/2020	31924	UMULIS, MATTHEW T.	205		1,203.53
10/24/2020	PC	10/30/2020	31925	HANKINS, SCOTT A.	208		1,692.27
10/24/2020	PC	10/30/2020	31926	ORBAN, BARBARA K.	209		1,179.51
10/24/2020	PC	10/30/2020	31927	FLICKEMA, ANDREW M.	211		3,637.50
10/24/2020	PC	10/30/2020	31928	RILEY, DENISE M.	213		459.29
10/24/2020	PC	10/30/2020	31929	MUNK, CHRISTOPHER J.	215		1,309.63
10/24/2020	PC	10/30/2020	31930	SCHICK, TIELER R.	216		1,262.59
10/24/2020	PC	10/30/2020	31931	MATELSKI, KRISTEN L.	230		1,355.87
10/24/2020	PC	10/30/2020	31932	BINGHAM, LARRY E.	240		110.82
10/24/2020	PC	10/30/2020	31933	AZZOPARDI, LAUREN E.	246		128.83
10/24/2020	PC	10/30/2020	31934	WURST, RANDALL W.	411		1,267.31
10/24/2020	PC	10/30/2020	31935	MAYER, SHELLEY L.	412		1,633.86
10/24/2020	PC	10/30/2020	31936	HILLING, NICHOLAS A.	413		1,754.71
10/24/2020	PC	10/30/2020	31937	MEIER III, CHARLES A.	421		1,456.99
10/24/2020	PC	10/30/2020	31938	ZACHARIAS, STEVEN B.	422		1,311.90
10/24/2020	PC	10/30/2020	31939	NEWMAN, MARK J.	424		829.29
10/24/2020	PC	10/30/2020	31940	SWEM, DONALD L.	512		3,086.32
10/24/2020	PC	10/30/2020	31941	EATON, BRAD A.	515		2,396.88
10/24/2020	PC	10/30/2020	31942	WILSON, TIMOTHY J.	516		2,685.43
10/24/2020	PC	10/30/2020	31943	LAVOIE, RICHARD L.	519		2,272.18
10/24/2020	PC	10/30/2020	31944	STEVENS, BRANDON C.	521		2,839.06
10/24/2020	PC	10/30/2020	31945	DRAVES, MARTIN J.	523		2,471.66
10/24/2020	PC	10/30/2020	31946	ANDERSON, ELIZABETH	526		1,233.97
10/24/2020	PC	10/30/2020	31947	KENWABIKISE, DAVID L.	528		1,105.17
10/24/2020	PC	10/30/2020	31948	ELLIOTT, PATRICK M.	600		2,739.34
10/24/2020	PC	10/30/2020	31949	SCHWARTZFISHER, JOS	603		1,271.26
10/24/2020	PC	10/30/2020	31950	BRADLEY, KELLY R.	614		1,309.62
10/24/2020	PC	10/30/2020	31951	HART II, DELBERT W.	616		1,549.51
10/24/2020	PC	10/30/2020	31952	JONES, ROBERT F.	618		1,434.95
10/24/2020	PC	10/30/2020	31953	FARRELL, MITCHELL L.	622		1,393.68
10/24/2020	PC	10/30/2020	31954	THORP JR, WILLIAM D.	623		1,470.86
10/24/2020	PC	10/30/2020	31955	LEITNER, RYAN S.	624		403.93
10/24/2020	PC	10/30/2020	31956	FERGUSON, ROYCE L.	625		1,373.95
10/24/2020	PC	10/30/2020	31957	DORAN, JUSTIN J.	634		2,107.26
10/24/2020	PC	10/30/2020	31958	MANKER SR, DAVID W.	639		622.10
10/24/2020	PC	10/30/2020	31959	FREY, DYLAN V.	643		548.69
10/24/2020	PC	10/30/2020	31960	HART III, DELBERT W.	657		828.75
10/24/2020	PC	10/30/2020	31961	FINNERTY, HOLLY E.	669		741.25
10/24/2020	PC	10/30/2020	31962	CRANDELL, ZACKARY R.	691		447.19
10/24/2020	PC	10/30/2020	31963	KNORR, KENT J.	700		1,958.91
10/24/2020	PC	10/30/2020	31964	ANZELL, BETH A.	702		1,318.22
10/24/2020	PC	10/30/2020	31965	KLOOSTER, PATRICK H.	743		290.28
10/24/2020	PC	10/30/2020	31966	EVANS JR, HALBERT K.	744		50.06
10/24/2020	PC	10/30/2020	31967	WHITE III, MARCUS W.	754		131.38
10/24/2020	PC	10/30/2020	31968	HART, DAVID R.	836		33.25
10/24/2020	PC	10/30/2020	31969	MCDONNELL, JENNA N.	839		49.34

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
10/24/2020	PC	10/30/2020	31970	GILL, DAVID R.	856		587.39
10/24/2020	PC	10/30/2020	31971	MASSON, DONALD J.	861		236.82
10/24/2020	PC	10/30/2020	31972	LIVINGSTON, BRIAN D.	866		1,708.92
10/24/2020	PC	10/30/2020	31973	WYMAN, MATTHEW A.	927		1,809.04
10/24/2020	PC	10/30/2020	31974	MILLER, WILLIAM S.	933		1,048.30
10/24/2020	PC	10/30/2020	31975	DOUGLAS, MARK	935		945.90
10/24/2020	PC	10/30/2020	31976	PRIOR, ERIN C.	938		2,630.38
10/24/2020	PC	10/30/2020	31977	FRATRICK, JOSEPH W.	940		444.29
10/24/2020	PC	10/30/2020	31978	MCMULLEN, DONALD R.	1000		1,800.39
10/24/2020	PC	10/30/2020	31979	SILVA, JESSE L.A.	1001		1,591.72
10/24/2020	PC	10/30/2020	31980	JOHNSON, MELISSA A.	1004		1,350.64
10/24/2020	PC	10/30/2020	31981	STEPHENS, LYON G.	1005		73.49
10/24/2020	PC	10/30/2020	31982	TRAVERS, MANUEL J.	1006		1,686.34
10/24/2020	PC	10/30/2020	31983	FAULKNOR, CHRISTOPH	1007		2,348.98
10/24/2020	PC	10/30/2020	31984	STEVENS, JEFFREY W.	1028		270.15
10/24/2020	PC	10/30/2020	31985	RILEY, CASEY W.	1052		662.23
10/24/2020	PC	10/30/2020	31986	JONES, LARRY M.	1057		843.40
10/24/2020	PC	10/30/2020	31987	VANZANDT, ZORRAN C.	1058		724.47
10/24/2020	PC	10/30/2020	31988	MATZ, EMILY S.	1059		627.46
10/24/2020	PC	10/30/2020	31989	LEPIRD, KATIE A.	1061		1,226.55
10/24/2020	PC	10/30/2020	31990	MOYER, DAVID T.	1073		231.03
10/24/2020	PC	10/30/2020	31991	WHEELER, MICHAEL W.	1103		1,954.80
10/24/2020	PC	10/30/2020	31992	MISHLER, MICHAEL. J.	1107		1,691.69
10/24/2020	PC	10/30/2020	31993	AZZOPARDI, ANTHONY J.	1108		1,558.76
10/24/2020	PC	10/30/2020	31994	PECK, JARICA L.	1114		535.76
10/24/2020	PC	10/30/2020	31995	DIETZ, AMANDA M.	1115		739.96
10/24/2020	PC	10/30/2020	31996	WELLS, JANINNA J.	1117		118.93
10/24/2020	PC	10/30/2020	31997	MOYER, NATHAN I.	1118		398.03
10/24/2020	PC	10/30/2020	131743	WHITLEY, ANDREW T.	522		2,480.85
10/24/2020	PC	10/30/2020	131744	MORRISON, KEVIN P.	601		1,239.71
10/24/2020	PC	10/30/2020	131745	BISHAW, JAMES H.	633		695.57
10/24/2020	PC	10/30/2020	131746	SEROUR III, MICHAEL J.	693		452.97
Grand Totals:			89				114,174.43

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Report Criteria:
- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
10/24/2020	10/30/2020	131747	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	943.00
10/24/2020	10/30/2020	131748	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
10/24/2020	10/30/2020	131748	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	481.00
10/24/2020	10/30/2020	131749	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 10/24/	90.00
10/24/2020	10/30/2020	131750	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	967.00
10/24/2020	10/30/2020	131751	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	25.00
10/24/2020	10/30/2020	131752	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	672.47
10/24/2020	10/30/2020	131753	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	275.55
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 10/24	51.59
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 10/24/2	4.00
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.24
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 10/2	6.85
10/24/2020	10/30/2020	131754	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 10/24/	2.59
10/24/2020	10/30/2020	131755	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,499.08
Grand Totals:		15				5,395.30

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Check Number	Payee	Amount
11/03/2020		
131756	AIRGAS USA LLC	69.29
131757	AMERICAN WASTE INC.	46.76
131758	ANDERSON, ELIZABETH A.	50.00
131759	ANZELL, BETH A.	50.00
131760	AT YOUR SERVICE PLUS INC	500.00
131761	AVFUEL CORPORATION	27,045.76
131762	BASES	60.00
131763	BELL EQUIPMENT COMPANY	88.85
131764	BERG, REBECCA	138.00
131765	BRADY'S CARPET CLEANING	2,718.54
131766	CDW GOVERNMENT INC.	930.53
131767	CINTAS	111.82
131768	CINTAS CORPORATION	137.09
131769	CONWAY PROFESSIONAL SERVICES	5,927.00
131770	CURREY FARMS LLC	17.00
131771	DeROSIA, PATRICIA E.	50.00
131772	DHASELEER, CARL	117.00
131773	DIGITAL DOLPHIN	689.80
131774	DOAN, GERARD P.	50.00
131775	DORAN, JUSTIN J.	50.00
131776	DOTSON, LINDSEY J.	50.00
131777	EJ USA INC.	327.69
131778	ELLIOTT, PATRICK M.	50.00
131779	ELLSWORTH FARMER'S EXCHANGE	2,340.48
131780	ETIENNE, AUDREY	13.00
131781	ETNA SUPPLY	40.00
131782	FASTENAL COMPANY	86.97
131783	FAULKNOR, CHRISTOPHER	50.00
131784	FISHER SCIENTIFIC	239.03
131785	FLOWERS UP NORTH	395.00
131786	GANNETT HOLDINGS LLC OHIO	72.80
131787	GOLDING, JOYCE M.	50.00
131788	GRAINGER	82.24
131789	GRAND TRAVERSE DIESEL INC.	162.25
131790	GRAND TRAVERSE SAUCE COMPANY	33.00
131791	GREAT LAKES COCA-COLA DISTRIBU	531.43
131792	GRP ENGINEERING INC.	5,590.00
131793	HAGGARD'S INC	150.00
131794	HANKINS, SCOTT A.	50.00
131795	HENTCO TENNIS COURT SPECIALIST	990.00
131796	HEYDLAUFF, MARK L.	50.00
131797	INTERWATER FARMS INC	402.00
131798	JACK DOHENY COMPANIES	3,342.30
131799	JOE'S PROFESSIONAL SERVICES LLC	1,700.00
131800	JOHNSON, MELISSA A.	50.00
131801	KENNEDY INDUSTRIES INC	145.38
131802	KLOOSTER, ALIDA K.	50.00
131803	KLOOSTER, PATRICK H.	50.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
131804	KNORR, KENT J.	50.00
131805	KSS ENTERPRISES	632.85
131806	LAVENDER, JOSEPH E.	50.00
131807	LOTTIE'S BAGELS	166.00
131808	MAYER, SHELLEY L.	50.00
131809	MCCARDEL CULLIGAN-PETOSKEY	101.00
131810	McGINN, KELLY A.	50.00
131811	MCLEAN ENGINEERING CO INC	404.25
131812	MCMULLEN, DONALD R.	50.00
131813	MDC CONTRACTING LLC	65,223.70
131814	MICHIGAN OFFICEWAYS INC	870.95
131815	MIKE'S MUSTARD	70.00
131816	MILLER, WILLIAM S.	50.00
131817	MUNICIPAL UNDERWRITERS OF MICH	108,764.00
131818	MURRAY, JOHN	88.89
131819	NELDEN, CAROL	25.00
131820	NORTHERN CREDIT SERVICES	30.00
131821	NORTHERN LIGHTS FAMILY	475.00
131822	NORTHERN PUMP & WELL	4,800.00
131823	OHM ADVISORS	31,927.25
131824	PENCHURA LLC	2,978.00
131825	POWER LINE SUPPLY	18,536.54
131826	PREIN & NEWHOF	1,155.00
131827	PRODUCTIVITY PLUS ACCOUNT	35.21
131828	PURITY CYLINDER GASES INC	47.30
131829	PVS TECHNOLOGIES INC	6,909.66
131830	QUILL CORP	184.09
131831	RAECKE, MICHAEL	23.00
131832	RCL CONSTRUCTION CO INC	831,717.55
131833	RIETH-RILEY CONST CO INC	1,204.05
131834	ROTARY CLUB OF CHARLEVOIX	37.50
131835	SILVA, JESSE L.A.	50.00
131836	SOUND ENVIRONMENTS	515.00
131837	STAFFORD'S HOSPITALITY	50.00
131838	STATE OF MICHIGAN	694.00
131839	STRICKER'S OUTDOOR POWER EQUI	134.55
131840	STRIKER SUPPLY	44.00
131841	STRYKER SALES CORPORATION	1,712.70
131842	SUMMIT COMPANIES	195.00
131843	SWEM, DONALD L.	50.00
131844	TASTE THE LOCAL DIFFERENCE	100.00
131845	THE TROPHY CASE	30.00
131846	TRAVERS, MANUEL J.	50.00
131847	UNIFIRST CORPORATION	867.58
131848	USA BLUE BOOK	566.65
131849	VILLAGE GRAPHICS INC.	362.53
131850	VOISIN, DONALD	300.00
131851	VOORHEES, BONNIE	275.00
131852	WINNIE'S ORIGINAL LLC	46.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
131853	WURST, RANDALL W.	50.00
131854	WYMAN, MATTHEW A.	50.00
131855	Z & Z MEDICAL INC	835.00
131856	ZIIBIMIJWANG INC	150.00
Total 11/03/2020:		1,139,775.81
Grand Totals:		1,139,775.81

M = Manual Check, V = Void Check

Check Number	Payee	Amount
10/19/2020		
101920001	MICHIGAN PUBLIC POWER AGENCY	19,434.44
Total 10/19/2020:		19,434.44
Grand Totals:		19,434.44

M = Manual Check, V = Void Check

Check Number	Payee	Amount
10/26/2020		
102620001	MICHIGAN PUBLIC POWER AGENCY	233,485.78
102620002	MICHIGAN PUBLIC POWER AGENCY	9,329.60
Total 10/26/2020:		242,815.38
Grand Totals:		242,815.38

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
103020001			
10/30/2020	10302000	**EFTPS* Payroll Taxes	10,912.45
10/30/2020	10302000	**EFTPS* Payroll Taxes	10,902.16
10/30/2020	10302000	**EFTPS* Payroll Taxes	2,552.12
10/30/2020	10302000	**EFTPS* Payroll Taxes	2,552.12
10/30/2020	10302000	**EFTPS* Payroll Taxes	16,078.10
Total 103020001:	5		42,996.95
103020002			
10/30/2020	10302000	Alerus Financial	350.00
Total 103020002:	1		350.00
103020003			
10/30/2020	10302000	STATE OF MICHIGAN	6,209.47
Total 103020003:	1		6,209.47
103020004			
10/30/2020	10302000	Vantagepoint - 401 Plan 109153	912.08
Total 103020004:	1		912.08
103020005			
10/30/2020	10302000	Vantagepoint - 457 Plan 300959	5,512.92
10/30/2020	10302000	Vantagepoint - 457 Plan 300959	1,954.00
10/30/2020	10302000	Vantagepoint - 457 Plan 300959	4,319.71
10/30/2020	10302000	Vantagepoint - 457 Plan 300959	8,523.10
Total 103020005:	4		20,309.73
103020006			
10/30/2020	10302000	Vantagepoint - Roth IRA 706117	1,180.76
Total 103020006:	1		1,180.76
Grand Totals:	13		71,958.99

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Check Number	Payee	Amount
10/30/2020		
103020007	MERS	75,042.55
Total 10/30/2020:		75,042.55
Grand Totals:		75,042.55

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/03/2020		
3497	CHARLEVOIX COUNTY TREASURER	23,530.85
3498	CHARLEVOIX PUBLIC SCHOOLS	32,613.88
3499	CHARLEVOIX PUBLIC SCHOOLS	1,125.75
3500	CHARLEVOIX PUBLIC SCHOOLS	787.99
3501	CHARLEVOIX PUBLIC SCHOOLS	337.60
3502	CHARLEVOIX PUBLIC SCHOOLS	1,103.26
3503	CITY OF CHARLEVOIX - TAXES DUE	27,774.56
Total 11/03/2020:		87,273.89
Grand Totals:		87,273.89

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

M = Manual Check, V = Void Check

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Grand Traverse Band of Ottawa & Chippewa Indians Grant Application

DATE: November 2, 2020

BACKGROUND:

The Grand Traverse Band of Ottawa and Chippewa Indians (GTB) pays 2% of its video gaming revenue to local units of government through a grant process. GTB requires the local unit of government to endorse all grant submittals. Joppa House Ministries is seeking $14,000 for their transitional home for women and children.

RECOMMENDATION:

Motion to authorize the City Manager to sign the 2% allocation grant application and forward it to GTB for their consideration.

ATTACHMENTS:

- Grant Application

Tribal Council Allocation of 2% Funds
Application Form

PLEASE NOTE:

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

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

1. Allocation Cycle: _____ JUNE – New submission date, Postmarked by **MAY 31st**
   X DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: City of Charlevoix - Joppa House Ministries
   Address: 210 State St.
   Charlevoix, MI 49720
   Phone #: 231-547-3270 Fax #: 231-547-3617
   Printed Name: Mark Heydlauff
   - **Authorized Signature:** _____
     (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

   Title: City Manager
   E-mail address: markh@charlevoixmi.gov

   Printed Name of contact person: Mark Heydlauff
   Telephone #: 231-547-3270 Fax #: 231-547-3617
   E-mail address: markh@charlevoixmi.gov

3. Type of Applicant:
   X Local Government _____ Local Court
   _____ Township _____ County Commissioner _____ Road Commission
   _____ Public School District _____ College _____ Charter School
   _____ Public Library _____ Sheriff/Police Department _____ Fire Department
   X 501c3 applying through local unit of government (name): Joppa House Ministries

4. Fiscal Data: Amount Requested: $ 14,000.00 Percent: 13.5 %

Local Leveraging: $ 90,005.00 Percent: 86.5 %
(Match)

Total Budget: $ 104,005.00 Percent: 100 %

5. Target Population numbers: X Children X Adults X Elders

(Indicate the number of GTB members) _____ Total GTB member Community _____ Others

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

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

Joppa House Ministries (a 501c3 non-profit ministry of Third Day Fellowship Inc.), is a women's transitional recovery home that provides a safe, sober, rehabilitative environment for women and their children. The Joppa House program empowers women to remain substance - free, while mentoring them in the life skills they need, providing women a healthy, stable environment in which to raise their children as they transition and sustain independent living. Joppa House was birthed out of the desire to help the homeless or those facing homelessness. We created a a program that breaks the cycle of poverty that is plaguing this generation. Trends have changed since Joppa House opened its doors in 2014. Most of our residents are struggling with substance use disorders. To meet this specific and prevalent need, Joppa House has added recovery programming, in additioin to our original mission. Transitional housing is very important to people working to recover from addictions. Recovery is a long term process. In order to develop healthy habits and a daily routine without drug use, many choose to transition into a sober living home, helping a person find a stronger foothold in recovery before they enter independent living or return home. As of September 1, 2020 Joppa House has housed 60 women and 72 children, a total of 132 people in our (6) years of operation. The residents and daily living is supervised by a full-time director, part-time assistant director, social work interns and volunteers. The purpose of the requested funding will allow our staff and volunteers to continue to provide for resident needs such as: recovery related curriculum ($1000), sustain resident activities ($2000), maintain house operational expenses that include resident medical needs ($500), groceries & food ($7200), clothing for residents ($300), drug testing supplies ($500 - Joppa House has a zero-tolerance policy), resident auto expenses ($2000), and child care ($500). Joppa House boasts a 75% success rate of empowered women who are sustaining independent living with their children after receiving our training. The Joppa House director, staff and volunteers are closely involved in mentoring our past residents, ensuring long-term success!

www.joppahouseministries.org

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

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

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

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

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

_____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

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

Start Jan 1, 2021 Completion Dec 31, 2021

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

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

Jan. 1, 2020 - Dec. 31, 2020 and amounts: $11,200

Jan. 1, 2019 - Dec. 31, 2019 and amounts: $ 10,000

Jan 1, 2018 - Dec. 31, 2018 and amounts: $ 10,000

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

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

Joppa House is a 501c3 non-profit organization totally dependent on private contributions, fundraising, and grant funding. It has been operational for 6 years, providing safe, rehabilitative transitional housing for women and their children who are homeless or facing homelessness and currently in recovery from addictions. Continued funding is needed to keep this program available to women and their children.

12. If the previous project has been completed, did you submit your 2% report? ___X___ YES _____ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, <u>your current application will not be considered!</u> 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Joppa House offers shelter and employment support to both Casino patrons and employees. The Casino has the potential to be a source of employment for Joppa House residents.

14. How will the success of the project be assessed (evaluation plan)? Success is evaluated both quantitatively and qualitatively. Quantitative success is the number of women and children who have utilized our services. Qualitative success is measured by the long-term ability of past residents to maintain sober, independent living and become productive members of our communities. Joppa House boasts a 75% success rate both quantitatively and qualitatively.

15. If new staff is required, will preference be given to Native American applicants?
___X___ YES _____ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

<u>IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:</u>

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

Mail completed 2% applications to:

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

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

Joppa House Ministries

Page 2 - Narrative

Joppa House Ministries (a 501c3 non-profit ministry of Third Day Fellowship Inc.) is a women's transitional recovery home that provides a safe, sober, rehabilitative environment for women and their children.

Our program empowers women to remain substance free, while mentoring and training them in the life skills they need, providing them a healthy, stable environment in which to raise their children as they transition and sustain independent living.

Joppa House was birthed out of a desire to help the homeless or those facing homelessness. We created a program that breaks the cycle of poverty that is plaguing this generation. Trends have changed since Joppa House opened its doors in 2014. Most of our residents are struggling with substance use disorders. To meet this specific and prevalent need, Joppa House has added recovery programming in addition to our original mission.

Transitional housing is very important to people working to recover from addictions. Recovery is a long-term process. To develop healthy habits and a daily routine without drug use, many choose to transitional into a sober living home, helping a person find a stronger foothold in recovery before they enter independent living or return home.

As of Sept. 1, 2020, Joppa House has housed 60 women and 72 children, a total of 132 people in our 6 years of operation. The residents and daily living are supervised by a full-time director, part-time assistant director, social work interns and volunteers.

The purpose of the requested funding will allow our staff and volunteers to continue to provide for resident needs such as: recovery related curriculum ($1000), sustain resident activities ($2000), maintain house operational expenses that include resident medical needs ($500), groceries & food ($7200), clothing for residents ($300), drug testing supplies ($500 – Joppa House has a zero-tolerance policy), resident auto expense ($2000), and child care ($500).

Joppa House boasts a 75% success rate of empowered women who are sustaining independent living with their children after receiving our training. The Joppa House director, staff and volunteers are closely involved in mentoring our past residents, ensuring long-term success!

www.joppahouseministries.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 06 2011

THIRD DAY FELLOWSHIP AND OUTREACH
C/O VIRGINIA L STEVENS
PO BOX 174
CHARLEVOIX, MI 49720

Employer Identification Number:
27-4592599
DLN:
17053116311001
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
March 30, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

JOPPA HOUSE
2021 PROPOSED BUDGET

INCOME			**EXPENSE**	
RESIDENTS	$ 25,005.00			
FUNDRAISING	$ 40,000.00			
CONTRIBUTIONS	$ 25,000.00			
GRANTS	$ 14,000.00			
TOTAL	**$ 104,005.00**			
			ACCOUNTING FEES	$ 300.00
			ADVERTISING	$ 7,200.00
			AUTO/FUEL	$ 1,500.00
			BANK CHARGES	$ 100.00
			BENEVOLENCE	$ 200.00
			CONFERENCES	$ 400.00
			CURRICULUM	$ 1,000.00
			DUES/PASTORAL	$ 400.00
			DISCRETIONARY FUND	$ 2,000.00
			ENCOURAGEMENT	$ 300.00
			FUNDRAISING EXPENSE	$ 2,000.00
			HEALTH INS. (H.S.A.)	$ 1,200.00
			INSURANCE - INSURANCE	$ 4,000.00
			LANDSCAPING EXPENSE	$ 200.00
		***PAYROLL**	**PAYROLL EXPENSE*	$ 58,000.00
		DIRECTOR: $33,600.00	OFFICE SUPPLIES/EQUIP	$ 300.00
		A. DIRECTOR: $24,400.00	PASTORAL EXPENSE	$ 350.00
			POSTAGE	$ 300.00
			RELIEF FUND	$ 1,000.00
			REPAIRS/MAINTENANCE	$ 1,500.00
			RETIREMENT FUND	$ 1,200.00
		HOUSE OPER. EXPENSE	GROCERIES/FOOD	$ 7,200.00
			CLOTHING	$ 300.00
			DRUG TESTING	$ 500.00
			AUTO EXPENSE	$ 2,000.00
			CHILD CARE	$ 500.00
			MEDICAL NEEDS	$ 500.00
			ACTIVITIES	$ 2,000.00
		UTILITIES	PHONE	$ 1,200.00
			ELECTRIC	$ 3,000.00
			HEAT	$ 2,000.00
			TRASH	$ 325.00
			SUBSCRIPTIONS	$ 180.00
			INTERNET	$ 850.00
		TOTAL		**$ 104,005.00**

JOPPA HOUSE WOMEN'S TRANSITIONAL HOME

RECOVERY RESIDENCE MISSION STATEMENT

MISSION STATEMENT

To provide a safe, supportive and nurturing environment for women seeking to continue their personal recovery from substance use disorders while introducing sober living skills, peer-to-peer fellowship and support to help individuals gain strength and coping skills to aid in transitioning back into the community and to their families, creating and sustaining a fully enriched life free from addictions.

JOPPA HOUSE WOMEN'S TRANSITONAL HOME

RECOVERY RESIDENCE INTRODUCTION

INTRODUCTION:

One in seven people have a substance use disorder. Drug addiction is a chronic brain disease that affects behavior. Recovery housing gives those suffering from addiction the best chance of recovering from their disease.

Transitional housing is very important to people working to recover from addictions. For many people who enter rehabilitation programs, it is important to leave their original environment to get help. Lack of emotional, mental, physical and spiritual support in a person's family of origin is often the root cause of drug abuse. Home, work and social environments can trigger relapse. Former friends or family members may be struggling with addictions or mental health issues, and these can cause stress or temptation that can lead to a potential relapse for a recovering addict.

In order to develop healthy habits and a daily routine without drug use, many people choose to transition into a sober living home. Most often, residents are allowed to stay in the home as long as they need to, with a typical stay being one year.

Recovering from addiction is a long-term process. Recovery homes provide a safe, sober and supportive environment when a person's original home cannot. These homes can serve as a critical transitional step for those leaving a rehabilitation facility, helping a person to find a stronger foothold in recovery before they enter independent living or return home.

5 OUTLOOKS TO INDEPENDENCE
STAGES OF HEALING

INTAKE: Provide ID, sign intake, read resident handbook, settle into room/house
Acquire a Counselor
Acquire a Primary Care Physician
Apply for Social Services
Connect with Recovery Meetings
Find a Sponsor & Peer Recovery Coach
Meet with Case Manager/ Set up Treatment Plan & Relapse Prevention Plan
Medication Review

Probationary Period: 2 weeks
90 Meetings/90 Days
Church/Bible Study
Legal Obligations
No Visitors

OUTLOOK 1: EMPLOYMENT & FINANCES
Identify work strengths and interests (Passions & giftings)
Resume Writing/Application and Interview Skills
Job Search/Secure Employment/Vocational Education
- Develop a short/long term employment and/or educational plan
- Address barriers to employment
Budgeting/Spending Diary (Saving for 1st/last month's rent)
Pay Program Fees
Begin attending Recovery Meetings (4x per week)
- Develop a relapse plan

5 Meetings/Week
Employment
Legal Obligations
Approved Visits

OUTLOOK 2: FINDING BALANCE
Choose Weekly Activities
Nutrition planning/training/Health Goal Setting/Exercise Plan
Monitor stress & sleeping habits
Set goals and action plan to achieve those goals
Set up budget/financial plan/savings/responsibility/banking
Continue Recovery Meetings/Relapse Plan Review
Hobbies/Skills
Mindfulness Goal Setting

4 Meetings/Week
Legal Obligations
Approved Visits

OUTLOOK 3: LOVING SELF/SPIRITUAL EMPHASIS
Self-Care
Commit to regular exercise
Commit to Healthy Eating Habits
Follow set Budget
Devotional Study & Journaling/Personalized study
- Growth
- Personal Faith Story/presentation
-Identity in Christ/spiritual gifts
Find or be assigned a mentor
Continue Recovery Meetings
- Relapse plan review

3 Meetings/Week
Legal Obligations
Approved Visits

OUTLOOK 4: GIVING BACK

Passions Identification
Propose a service project/evaluate the service project
Volunteer at a local non-profit 3 hours per week
- Presentation: Why Giving Back Matters
Relapse Plan Review
Mentor new housemates

3 Meetings/Week
Community Service
Legal Obligations
Approved Visits

OUTLOOK 5: TRANSITION/PREPARE FOR GRADUATION

9 Months sobriety or successful completion of all 5 Outlooks
Develop an exit plan:
Housing (Sufficient Housing procured)
*Savings for 1st/last month's rent
Support
Meetings
Goals/dreams
Your support community/plans for when independent
Ability to sustain independent living
-Budget in place to support housing/personal needs
Employment & Vehicle for employment
Review Recovery Plan/Relapse prevention
Review future goals

2 Meetings/Week
Exit Planning

"Learning to love yourself through inner healing and mastering life skills"

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Defined Benefit Plan Adoption Agreement Addendum

DATE: November 2, 2020

BACKGROUND:

MERS has developed a standard Defined Benefit Adoption Agreement to address common errors and issues that have been reported to MERS over the years. MERS has given all municipalities the opportunity to review and make changes to their plan provisions using the new form. The City of Charlevoix has reviewed the current Defined Benefit Plan provisions for the following employees: Non-Union, Police Officers, and Communications Workers of America (CWA). The Defined Benefit Plan Adoption Agreement Addendum for Non-Union, Police Officers, and Communications Workers of America (CWA) has been included for Council review and will be effective January 1, 2021.

RECOMMENDATION:

Motion to approve the Defined Benefit Plan Adoption Agreement Addendum for Non-Union, Police Officers, and Communications Workers of America (CWA) effective January 1, 2021.

ATTACHMENTS:

- Defined Benefit Plan Adoption Agreement Addendum for Non-Union, Police Officers, and Communications Workers of America (CWA)

Defined Benefit Plan Adoption Agreement Addendum

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name

Charlevoix, City of

Municipality number 150501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 15050101

Division name on file with MERS Comm Wrkrs

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Full-Time Employees Only

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050101

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than 12 months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than 40 per week.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from January to December only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050101

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

130 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☒	☐
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☒	☐
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal U*niformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050101

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	◉ Base Wages	◉ Box 1 Wages	◉ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < $50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > $50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050101

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- [X] Salary or hourly wage X hours
- [X] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: _____

Other Wages apply: **YES** [X] **NO** [ ]

- [X] Shift differentials
- [X] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: _____

Lump Sum Payments apply: **YES** [X] **NO** [ ]

- [X] PTO cash-out
- [X] Longevity
- [ ] Bonuses
- [X] Merit pay
- [X] Job certifications
- [ ] Educational degrees
- [ ] Moving expenses
- [ ] Sick payouts
- [ ] Severance (if issued as lump sum)
- [ ] Other: _____

Taxable Payments apply: **YES** [X] **NO** [ ]

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [X] Car allowance
- [ ] Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** [ ] **NO** [X]

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** [X] **NO** [ ]

- [X] 457 employee and employer contributions
- [X] 125 cafeteria plan, FSAs and HSAs
- [X] IRA contributions
- [ ] Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** [ ] **NO** [X]

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: _____

Mandatory Contributions apply: **YES** [X] **NO** [ ]

- [X] Defined Benefit employee contributions
- [X] MERS Health Care Savings Program employee contributions
- [ ] Other: _____

Taxable Fringe Benefits apply: **YES** [ ] **NO** [X]

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: _____

Other Benefits / Lump Sum Payments apply: **YES** [ ] **NO** [X]

- [ ] Workers compensation settlement payments
- [ ] Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050101

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Charlevoix

at a Board Meeting which took place on: 11/02/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

○ **I understand that approved board minutes are required to complete this request.**

Board minutes should be sent to: DataCollectionProject@mersofmich.com

Defined Benefit Plan Adoption Agreement Addendum

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name

Charlevoix, City of

Municipality number 150501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 15050110

Division name on file with MERS Non Union

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Full-Time Employees Only

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050110

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

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Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
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Comments:

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Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050110

IV. Provisions

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Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050110

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Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < $50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > $50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050110

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- [X] Salary or hourly wage X hours
- [X] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: _____

Other Wages apply: **YES** [X] **NO** [ ]

- [X] Shift differentials
- [X] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: _____

Lump Sum Payments apply: **YES** [X] **NO** [ ]

- [X] PTO cash-out
- [X] Longevity
- [ ] Bonuses
- [X] Merit pay
- [X] Job certifications
- [ ] Educational degrees
- [ ] Moving expenses
- [ ] Sick payouts
- [ ] Severance (if issued as lump sum)
- [ ] Other: _____

Taxable Payments apply: **YES** [X] **NO** [ ]

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [X] Car allowance
- [ ] Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** [ ] **NO** [X]

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** [X] **NO** [ ]

- [X] 457 employee and employer contributions
- [X] 125 cafeteria plan, FSAs and HSAs
- [X] IRA contributions
- [ ] Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** [ ] **NO** [X]

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: _____

Mandatory Contributions apply: **YES** [X] **NO** [ ]

- [X] Defined Benefit employee contributions
- [X] MERS Health Care Savings Program employee contributions
- [ ] Other: _____

Taxable Fringe Benefits apply: **YES** [ ] **NO** [X]

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: _____

Other Benefits / Lump Sum Payments apply: **YES** [ ] **NO** [X]

- [ ] Workers compensation settlement payments
- [ ] Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050110

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Charlevoix

at a Board Meeting which took place on: 11/02/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

○ **I understand that approved board minutes are required to complete this request.**

Board minutes should be sent to: DataCollectionProject@mersofmich.com

Defined Benefit Plan Adoption Agreement Addendum

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name

Charlevoix, City of

Municipality number 150501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 15050120

Division name on file with MERS Plc Offrs

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Full-Time Employees Only

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050120

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than 12 months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than 40 per week.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from January to December only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050120

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

130 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☒	☐
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☒	☐
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal U*niformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050120

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	◉ Base Wages	◉ Box 1 Wages	◉ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < $50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > $50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050120

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- [X] Salary or hourly wage X hours
- [X] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: _____

Other Wages apply: **YES** [X] **NO** [ ]

- [X] Shift differentials
- [X] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: _____

Lump Sum Payments apply: **YES** [X] **NO** [ ]

- [X] PTO cash-out
- [X] Longevity
- [ ] Bonuses
- [X] Merit pay
- [X] Job certifications
- [ ] Educational degrees
- [ ] Moving expenses
- [ ] Sick payouts
- [ ] Severance (if issued as lump sum)
- [ ] Other: _____

Taxable Payments apply: **YES** [X] **NO** [ ]

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [X] Car allowance
- [ ] Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** [ ] **NO** [X]

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** [X] **NO** [ ]

- [X] 457 employee and employer contributions
- [X] 125 cafeteria plan, FSAs and HSAs
- [X] IRA contributions
- [ ] Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** [ ] **NO** [X]

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: _____

Mandatory Contributions apply: **YES** [X] **NO** [ ]

- [X] Defined Benefit employee contributions
- [X] MERS Health Care Savings Program employee contributions
- [ ] Other: _____

Taxable Fringe Benefits apply: **YES** [ ] **NO** [X]

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: _____

Other Benefits / Lump Sum Payments apply: **YES** [ ] **NO** [X]

- [ ] Workers compensation settlement payments
- [ ] Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Charlevoix, City of DIV: 15050120

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Charlevoix

at a Board Meeting which took place on: 11/02/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

○ **I understand that approved board minutes are required to complete this request.**

Board minutes should be sent to: DataCollectionProject@mersofmich.com

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: General Liability & Property Insurance 2020-21 Renewal

DATE: November 2, 2020

BACKGROUND:

The City has received its renewal quote for its general liability and property insurance policy with the Michigan Township Participating Plan (PAR Plan) for the year beginning November 1, 2020. Michigan Township Participating Plan also provides our Cyber Liability Insurance. The Invoice is for $108,764. Last year the premium (including Cyber Liability Insurance) was $102,592. This is an increase in annual cost of $6,172. The increase is due to additions of new vehicles and the new facility being built at 401 W. Carpenter.

The quoted insurance policy covers property and equipment valued at over $67,634,229 and fleet coverage for vehicles valued over $5,500,000. The coverage is quoted for $5.5 million of liability and property coverage and has deductibles of zero on liability and $500 on our fleet coverage, property, inland marine and EDP (computer equipment). This year's premium again includes Boiler Insurance with Travelers Property Casualty with a $2,500 deductible, which is the same coverage the City has had in the past with the PAR Plan.

RECOMMENDATION:

Motion to approve the renewal of the City's general liability and property insurance policy and Cyber liability insurance with the Michigan Township Participating Plan for $108,764 for one year (November 1, 2020 - October 31, 2021).

ATTACHMENTS:

- General Liability & Property & Cyber Insurance 2020-21

Municipal Underwriters of West MI Inc.

4171 Wolverine Drive
Williamsburg, MI 49690
888-883-6391
polson76@charter.net

Invoice

Date	Invoice #
10/23/2020	3842

Bill To
City of Charlevoix 210 State Street Charlevoix, MI 49720

Account #	Policy Number
	HMTP-113055

Effective Date	Expiration Date	Insurance Company	Type of Coverage	Charge
11/1/2020	11/01/2021	Michigan Township Par Plan	Package Plan	108,764.00

YOUR POLICY IS IN FULL FORCE AND PAYABLE ON EFFECTIVE DATE. IF NOT WANTED, PLEASE RETURN IMMEDIATELY.

Total	$108,764.00
Payments/Credits	$0.00
Balance Due	$108,764.00

Fax #
231-421-3509

City of Charlevoix
Premium Breakdown as of:
October 23, 2020

Property	
210 State Street City Hall//Fire Hall	$3,041.00
301 Park Bath House	$ 68.00
Division Street Water Tower	$ 135.00
1005 Lake Shore Drive Building 3	$7,085.00
1005 Lake Shore Storage Building	$ 6.00
1005 Lake Shore Drive Grit Removal	$ 511.00
Chemical Containment Building	$ 120.00
1005 Lake Shore Admin/Lab	$ 280.00
1005 Lake Shore Sludge Storage	$ 305.00
Depot Beach Lift Station	$ 29.00
Depot Beach Picnic/Restrooms	$ 124.00
229 Stover City Garage	$ 276.00
229 N. Stover Salt Storage	$ 14.00
400 Fairway Golf Clubhouse	$ 121.00
855 Mercer Street Fertilizer Building	$ 5.00
855 Mercer Street Pesticide Vault	$ 6.00
855 Mercer Street Ambulance Storage	$ 8.00
855 Mercer Maintenance Shop	$ 47.00
855 Mercer Street Pole Barn	$ 20.00
885 Mercer Street Contents Shed	$ 3.00
98 Stover Road Cemetery Chapel	$ 30.00
98 Stover Road Cemetery Storage	$ 16.00
Grant Street Storage	$ 28.00
Ferry Beach Restroom/Concession	$ 61.00
Ferry Beach Fish Cleaning Building	$ 4.00
Ferry Beach Picnic Pavilion	$ 15.00
Ferry Beach Picnic Pavilion	$ 9.00
Ferry Beach Restroom/Concession	$ 47.00
Carpenter St. Press Box/Concession	$ 18.00
Mt. McSauba Ski Lodge/Restroom	$ 144.00
Mt. McSauba Half Way Tow Building	$ 7.00
Mt. McSauba West Hill Tow Building	$ 8.00
Mt. McSauba Top Tow Building	$ 10.00
Mt. McSauba Operator Building	$ 9.00
Mt. McSauba Groomer Garage	$ 22.00
Mt. McSauba Ice Skating Shack and Deck	$ 5.00
101 Airport Drive Terminal	$ 320.00
101 Airport Drive Hanger	$ 59.00

101 Airport Drive Hanger	$ 59.00
101 Airport Drive Hanger	$ 3.00
101 Airport Drive Hanger	$ 82.00
101 Airport Drive Lift Station	$ 137.00
101 Airport Drive Hanger Unit 1	$ 28.00
101 Airport Drive Hanger Unit 2	$ 28.00
101 Airport Drive Hanger Unit 3	$ 25.00
101 Airport Drive Hanger Unit 4	$ 25.00
101 Airport Drive Airport Hanger	$ 136.00
101 Airport Drive Fuel System Station	$ 6.00
101 Airport Fuel Tank and Equipment	$ 50.00
101 Airport Drive SRE	$ 722.00
101 Airport Hanger	$ 84.00
109 Mason Rental Old Post Office	$ 242.00
98 Grant Street Water Treatment Building	$3,427.00
98 Grant Street Pump Station	$ 457.00
Stover at M-66 Service Building	$ 10.00
Stover @ M-66 Transformer/Fencing	$ 183.00
401 Carpenter Builders Risk	$4,100.00
108 Park Ave. Conservancy House	$ 89.00
101-109 Bridge Park Drive Coast Guard Storage	$ 672.00
Lift Station Kmart/Wolahan M-66	$ 28.00
Taylor and Ance Roads Lift Station	$ 20.00
Matthews Lane Lift Station	$ 13.00
Belvedere Ave. Round Lake Lift Station	$ 13.00
Pine Club Drive Lift Station	$ 13.00
Palmer Street @ Pine River Lift Station	$ 19.00
Old Orchard Road Lift Station	$ 16.00
Ferry Ave. and Eaton Lift Station	$ 19.00
Mercer Blvd. Lift Station	$ 15.00
Edgewater Inn @ Bridge Lift Station	$ 12.00
Country Club Drive Lift Station	$ 16.00
202-204 Bridge Park Drive Lift Station	$ 61.00
1522 Bridge Street Lift Station	$ 118.00
Ferry Ave. Depot	$ 191.00
08825 Martin Road Service Building	$ 14.00
08824 Martin Road Transformer/Fencing	$ 214.00
South Breakwater South Pier Lighthouse	$ 37.00
Harbor Master Building 100 E. Clinton	$1,142.00
100 Clinton Street Performance Pavilion	$ 999.00
201 State Street DDA Office Contents	$ 2.00
Total	**$26,543.00**

Liability

Public Officials Wrongful Acts	$3,955.00
Law Enforcement Liability	$4,965.00
General Liability	$12,785.00
Total	**$21,706.00**

Inland Marine

Misc. City Property	$ 348.00
Ancillary Fire Equipment	$ 363.00
Contractors Equipment	$6,934.00
Marina Slip Coverage	$ 726.00
Misc. Ski Hill Equipment	$ 145.00
Fuel Tank and Equipment	$ 270.00
Playground Equipment	$ 218.00
DDA Art Coverage	$ 88.00
Total	**$9,092.00**
Electronic Date Processing (Computers)	**$ 165.00**

Vehicles (63)

Total Auto Cost	**$49,484.00**
Crime and Bonds	**$ 191.00**

Michigan DNR

Dwelling Grant Street	$ 55.00
4 Bay Storage Garage	$ 33.00
Fish Culture Station	$ 376.00

Cyber Liability	$ 1,119.00
Grand Total	**$108,764.00**

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Cancellation of Marina Cable TV Service

DATE: November 2, 2020

BACKGROUND:

On February 21, 2016, the City of Charlevoix entered into an agreement with CC VIII Operating LLC, commonly known as Spectrum TV. That agreement is set to end on February 21, 2021. The agreement will auto renew should we fail to give 90 day notice to end the agreement.

Currently, it costs $10,500 a year to provide cable Television hookups to 70 slips at the Marina.

Additionally, we have been notified by Spectrum that the equipment we have, which is called Quam to Analog (Q2A) has become obsolete. To transfer to new equipment our cost is expected to increase to $13,860 annually. We would also be required to enter into a new 5 year agreement.

Fewer and fewer boaters are taking advantage of this service and added amenity. As with many people, it would appear that more boaters now connect to providers through their devices using the public wi-fi. Of the five closest neighboring marinas only one other continues to offer Cable TV service as an amenity.

RECOMMENDATION:

Motion to direct the Recreation Director to send a notification to cancel our existing cable service at the City Marina effective February 21, 2021.

ATTACHMENTS:

- Cable Service Agreement

BULK CABLE SERVICE ADDENDUM

Applicable to Quam to Analog (Q2A)

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of February 21st, 2016 by and between ***CITY OF CHARLEVOIX*** ("Owner") and ***CC VIII Operating, LLC*** ("Operator") made with respect to the multiple dwelling units known as:

Complex name: Charlevoix Municipal Marina
Address: 100 E CLINTON ST
City, State, Zip _____ Units: 70
Phone: 231-547-3270 Email: markh@cityofcharlevoix.org

(the "Premises"), is hereby amended by the terms of this Addendum ("Addendum") and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. This Addendum will replace and supersede any and all prior DTA Addendums or agreements. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Service Quam to Analog (Q2A). Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises.
2. Quam to Analog excluding the use of any converters, modems or other customer premises equipment ("CPE") selected by Operator in its sole discretion.
3. Limited Service Offering. Q2A service is limited to either 30 or 60 channels of Video Service as defined below. These channels are listed in Exhibit A and preclude any additional Video, Internet or Voice Services provided by the Operator in the Service Area.
4. Equipment Fee. Owner is responsible for the onetime payment of the following amount within thirty (30) days of effective date of this Addendum:
   a. X $0 for the 30 Channel Q2A Service
   b. _____ $14,000 for the 60 Channel Q2A Service
5. Equipment Housing. Owner at their sole cost, must provide Operator with a suitable demarcation point and interior location which is climate controlled to house Q2A Equipment with all the necessary space, environmental friendly and power requirements.

   Suitable environmental conditions for this equipment is 32 -85 Degrees. Owner will be responsible for repair and/or replacement costs related to damage caused to equipment from non-suitable environmental conditions. Equipment must remain protected against extreme temperatures and moisture at all times by Owner.
6. Prior Bulk Addendum. This Addendum replaces any and all prior Bulk Cable Service Addendums, understanding and writings.
7. Survey of Installation Feasibility. The installation and use of Q2A service is subject to a detailed site survey. If the construction estimate or design is not feasible or is greater than standard installation costs totaling no more than $2,500.00 in total cost, then Operator reserves the right to cancel this Addendum without liability to the Owner or liability to Operator.

*Operator's current channel line-up is set forth in Exhibit A, attached hereto.

Listed Service: (Select One)

__X__ Quam to Analog- 30 Channel Service (this is a unique channel lineup and the Operator is unable to provide any different channel lineup or Services available in the Service Area)

_____ Quam to Analog- 60 Channel Service (this is a unique channel lineup and the Operator is unable to provide any different channel lineup or Services available in the Service Area)

8. No Resale. Owner shall not resell the Bulk Service or CPE in whole or in part or impose any incremental fee for the Bulk Service or CPE.

9. Bulk Service Monthly Fee. Operator shall bill Owner monthly in advance and Owner shall pay Operator said monthly fee for the Bulk Service ("Bulk Billing Fee") based on the following calculation:

Bulk Billing Fee = 70 Units x *$10.50 amount per unit* for a total monthly fee of $735.00
(number of units on the Premises, whether occupied or not)

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory Fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which operator may lawfully pass through to Subscribers.

As part of the Bulk Cable Service Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to six percent (6%) each year beginning in January of the calendar year immediately after the execution of this Addendum. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Owner's failure to pay the Bulk Billing Fee or Service equipment and CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) immediately suspend the Bulk Services and/or any other services Operator may be providing to the Premises and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition and without limitation, Operator shall be entitled to solicit and offer to the occupants of the Premises ("Residents") any of its services (including without limitation those comprising the Bulk Services) on an individual subscription basis for the remainder of the Agreement Term

without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Owner will be responsible to allow Operator to remove any all Q2A equipment at expiration or Owner will be in breach of this Addendum and Owner will be responsible for the full reimbursement cost for unreturned equipment within ten (10) days of expiration or breach of the Addendum by Owner. The cost of the unreturned equipment will be $7,000 for thirty (30) Channels and $14,000 for sixty (60) channel units, less any equipment fees paid under Sections 4a or 4b. In addition to unreturned equipment reimbursement, Owner will be responsible for reimbursing Operator for all construction and or installation costs related to the installation of the Q2A Equipment.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

10. Bulk Rate Term. This Addendum will remain in force for an initial term of five (5) years commencing on May 1st, 2016 and terminating on February 31st, 2021. At the end of the original term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

11. Termination. If the Bulk Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the term of the Agreement or any terms and conditions thereof.

12. Acceptance. This Addendum shall be binding upon Operator only after acceptance by an authorized officer of Operator as evidenced exclusively by said officer's signature.

13. Programming. Operator reserves the right, from time to time in its sole discretion and without Owner's consent, to change, delete, retier or preempt portions of the Bulk Service or any service provided by Operator. as authorized by law or determined by Operator in its sole discretion.

14. Advertising. Owner grants Operator permission to display, and advertise information concerning the services offered by Operator in places where Residents may easily observe such displays upon written consent of property manager of the Premises, not to be unreasonably withheld or delayed.

15. Warranties. Owner warrants that (i) it holds all rights and has full authority to execute this Addendum and to grant the rights herein granted; (ii) this Addendum shall constitute a binding obligation of Owner; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Residents or third parties that would be breached or violated by the execution of this Addendum or by Operator's providing its services to the Premises.

16. No Third Party Beneficiaries. The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the

respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

17. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with any applicable law (including the Freedom of Information Act) or the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein; or (v) in order to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR
CC VIII Operating, LLC
By: Charter Communications, Inc., its Manager

By:_____
Printed Name: R. Adam Ray
Title: Vice President, Direct Sales
Date:_____

OWNER
CITY OF CHARLEVOIX

By: Gabe Campbell
Printed Name: GABE CAMPBELL
Title: MAYOR
Date: 3-7-16

Exhibit A

Quam to Analog (Q2A) - Bulk Service

30 Channels	
#	Channel Name
3	CBS - WWTV
4	NBC - WPBN
5	CW - 100+-
6	ABC - WGTU
7	FOX - WFQX
8	PBS - WCMV
9	Weather Channel
10	ESPN
11	ESPN2
12	FS Detroit
13	BTN
14	Fox News Channel
15	CNN
16	TNT
17	TBS
18	FX
19	USA
20	A&E
21	AMC
22	Food Network
23	History
24	Lifetime
25	Hallmark Channel
26	GSN
27	Turner Classic Movies
28	Disney Channel
29	Nickelodeon
30	Discovery Channel
31	truTV
32	Fox Sports 1

Exhibit B

Address List of Units served under Bulk Cable Service Addendum

Above for recorders use only

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT
RV/MARINA PARK SHORT FORM

This Installation and Service Agreement ("Agreement") ***CC VIII Operating, LLC*** ("Operator") and ***CITY OF CHARLEVOIX*** ("Owner") is dated this 21st day of February, 2016 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A): Premises Name: Charlevoix Municipal Marina Street Address: 100 E CLINTON ST City/State/Zip: Charlevoix, MI 49720	Number of Units: 70 Dwelling Type: Marina
Notices: Owner Name: City of Charlevoix Address: 210 STATE ST CHARLEVOIX MI 49720 CHARLEVOIX MI 49720 Phone: 231-547-3270	
Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 1 year unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
Start Date: 2/21/16	**Expiration Date:** 10/31/21
Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide.	
Equipment: All above-ground and underground coaxial cables, fiber, conduit and ports if applicable, electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services. The Equipment extends from the external boundary lines of the Premises.	

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings constructed on the Premises hereafter). Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within 90 days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the

personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

3. Marketing Privileges. Operator shall have the exclusive right to promote the Services on the Premises by means of distribution of advertising materials, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the residents of the Property and allowing, at Operator's request, the display of advertising materials in common areas of the Property). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and approved by Owner, such approval not to be unreasonably withheld or delayed, and Owner shall not permit the distribution or publication of marketing materials promoting alternative competitive services offered by other providers.

4. Assignment. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowners association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

6. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control.

7. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable

law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

8. Notwithstanding anything to the contrary stated hereunder, Operator and Owner will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

9. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 9 is an automatic default of the Agreement.

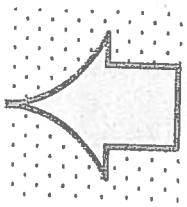
IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR
CC VIII Operating, LLC
By: Charter Communications, Inc., its Manager

By:_____
Printed Name: R. Adam Ray
Title: Vice President, Direct Sales
Date:_____

OWNER
CITY OF CHARLEVOIX

By: Gabe Campbell
Printed Name: GABE CAMPBELL
Title: MAYOR
Date: 3-7-16



OPERATOR ACKNOWLEDGEMENT

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by

___R. Adam Ray the Vice President, Direct Sales of CC VIII Operating, LLC

_____By: Charter Communications Inc., its manager with a mailing address

Of 400 Atlantic Street, Stamford CT 06901, who acknowledged this to be the authorized act of such entity.

_____ My commission expires: _____
Notary Public

OWNER ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF CHARLEVOIX)

The foregoing instrument was acknowledged before me this 7 day of MARCH, 2016 by

GABE CAMPBELL, the MAYOR of

CITY OF CHARLEVOIX with a mailing address

of 210 STATE ST, who acknowledged this to be the authorized act of such entity.

Joyce M Golding My commission expires: 2-25-2019
Notary Public

JOYCE M GOLDING
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
My Commission Expires February 25, 2019
Acting in the County of CHARLEVOIX

Prepared by and after recording return:

Renee Crooks
MDU Operations Specialist
1433 Fulton St – Ste A
Grand Haven, MI 49417

EXHIBIT "A"
[Owner to insert legal description of Premises]

Property Detail Report

For Property Located At :
100 E CLINTON ST, CHARLEVOIX, MI 49720

CoreLogic
RealQuest Professional

Owner Information

Owner Name:	CITY OF CHARLEVOIX
Mailing Address:	210 STATE ST, CHARLEVOIX MI 49720-1345 C003
Vesting Codes:	/ /

Location Information

Legal Description:	328 BRIDGE,99&101 E MASON DDA 1984 87COMB 345-004-00,345-005-00&345-008-50 LOTS 4,5,6,7, & 8 BLK 5 OF ORIGNIAL PLATOF CITY OF CHARLEVOIX. EX: BEG AT SW COR LOT 8 BLK 5 ORIGINAL PLAT OF CITY OF CHXTH E 114 FT TH N 29 FT TH W 114 FT TH S 29 FT TO POB.
County:	CHARLEVOIX, MI
Census Tract / Block:	15.00 / 1
Township-Range-Sect:	
Legal Book/Page:	
Legal Lot:	8
Legal Block:	5
Market Area:	
Neighbor Code:	

APN:	052-345-004-00
Alternate APN:	05234500400
Subdivision:	ORIGINAL CITY
Map Reference:	/
Tract #:	
School District:	CHARLEVOIX
School District Name:	
Munic/Township:	CITY OF CHARLEVOIX

AMENDMENT NO. 1

to

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

between
City of Charlevoix (Owner)

and
CC VIII Operating, LLC (Operator)

The Nonexclusive Installation and Distribution Agreement between ***CC VIII Operating, LLC*** ("Operator") and ***CITY OF CHARLEVOIX*** ("Owner") dated February 21st, 2016 ("Agreement"), for the complex named Charlevoix Municipal Marina located at 100 E. Clinton Street with 70 units, is hereby amended as shown herein.

Except as set forth herein, all defined terms used herein shall have the same meaning ascribed to them in the Agreement.

Both Parties agree to amend the Agreement in the following manner:

First Modification

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall take all reasonable steps to eliminate such interference as soon as possible. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by the undersigned.

OPERATOR
CC VIII Operating, LLC
By: Charter Communications, Inc., its Manager

By:_____
Printed Name: R. Adam Ray
Title: Vice President, Direct Sales
Date:_____

OWNER
CITY OF CHARLEVOIX

By: Gabe Campbell
Printed Name: GABE CAMPBELL
Title: MAYOR
Date: 3-7-2016

MDU Bulk Seasonal Service Rate Reduction & Suspension
Acknowledgement of Temporary Amendment

This Acknowledgement of temporary amendment ("Amendment") hereby amends the Installation and Service Agreement dated February 21st, 2016 by and between ***CC VIII Operating, LLC*** ("Operator") and ***CITY OF CHARLEVOIX*** ("Owner") to provide service to the Premises ("Agreement") The Amendment will be effective on 2/21/16 ("Amendment Effective Date") and will apply to 70 units receiving Video Service pursuant to the Agreement.

1. **AGREEMENT TO SEASONAL RATE.**

Operator and Owner (collectively "Parties") hereby agree to apply a seasonal service reduction to specific services provided pursuant to the Agreement as outlined in paragraph 4 herein ("Seasonal Rate"). The Seasonal Rate is only available if the Agreement has at least twelve (12) months remaining on its term from the date of the Amendment Effective Date established herein.

2. **AMENDMENT TERM.**

The term of this Amendment shall be one (1) year from the Amendment Effective Date and shall expire on 5/15/17("Amendment Term"). It shall not be extended and no hold-over rights shall accrue to Owner or any third party.

3. **ONE TIME AMENDMENT; NO COURSE OF CONDUCT OR BUSINESS.** It is understood and agreed that this Amendment is a one-time agreement between the Parties. This Amendment does not represent Operator's course of conduct or course of business and Operator disclaims any obligation to or representation that the Seasonal Rate will be offered again or continued in any form.

4. **SEASONAL RATE.**

The Monthly Service Fees required pursuant to the Agreement shall be reduced or suspended, as applicable for a period from three (3) months up to six (6) months during the Amendment Term as follows:

Service Period (Months and Year to be Suspended):

Start Date Requested: 10/15/16

End Date Requested: 5/15/17

Total Months 6

(The "Seasonal Suspension Period")

THE SEASONAL RATE FOR CABLE SERVICE ("VIDEO SERVICE") SHALL BE ADJUSTED TO FIVE DOLLARS ($5.00) PER MONTH PER UNIT DURING THE SEASONAL SUSPENSION PERIOD IN LIEU OF THE RATE ESTABLISHED FOR THE SAME VIDEO SERVICE IN THE AGREEMENT.

THE SEASONAL RATE DOES NOT MODIFY OWNERS OBLIGATIONS TO PAY ANY OTHER RATE OR FEE PURSUANT TO THE AGREEMENT; OWNER CONTINUES TO BE RESPONSIBLE FOR ALL APPLICABLE TAXES, FEES AND EQUIPMENT CHARGES DURING THE SEASONAL SUSPENSION PERIOD.

5. **NO UNTRUE STATEMENTS.**

Owner represents and warrants that this Amendment is true in all respects and does not contain any untrue or incorrect statement or omit or fail to state any material fact.

6. CONFIDENTIALITY

Owner, on its behalf and on behalf of its agents, employees and representatives hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Amendment, except as may be required by law. If any unauthorized disclosure is made by Owner and/or its agents, employees or representatives, Operator shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and Operator shall have the option of terminating the Amendment.

7. FACSIMILE

A facsimile of a duly executed Amendment signed by authorized representatives shall be considered evidence of a valid Amendment, and Operator may rely on such facsimile copy of the Amendment as if it were the original.

NOW THEREFORE, Operator and Owner agree to the terms and conditions included within this Amendment and hereby execute the same by their duly authorized representatives.

OPERATOR
CC VIII Operating, LLC
By: Charter Communications, Inc., its Manager

By:_____
Printed Name: R. Adam Ray
Title: Vice President, Direct Sales
Date:_____

OWNER
CITY OF CHARLEVOIX

By: Mark J. Heydlauff
Printed Name: Mark J. Heydlauff
Title: City Manager
Date: March 9, 2016

MDU-16

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Mayoral Appointment

DATE: November 2, 2020

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

I intend to appoint high school student Paige Pemble to the Recreation Advisory Committee on Monday evening. Her application is attached.

RECOMMENDATION:

Motion to appoint Paige Pemble as a non-voting student member of the Recreation Advisory Committee, term expiring September 2021.

ATTACHMENTS:

- Application

RECEIVED
OCT - 2 2020

STUDENT NON-VOTING

CITY OF CHARLEVOIX

CITY OF CHARLEVOIX
VOLUNTEER BOARDS AND COMMITTEES APPLICATION

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

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

PLEASE PRINT

NAME: Paige K Pemble

ADDRESS: 5442 Beech Ln. Charlevoix, MI 49720

HOME PHONE: 231-838-5010 CELL PHONE: 231-758-6064

EMAIL: 22pempai@rayder.org

ARE YOU A REGISTERED VOTER IN THE CITY? No HOW LONG HAVE YOU LIVED IN THE CITY? 16 years

EDUCATIONAL BACKGROUND: Charlevoix Middle High School

PROFESSIONAL QUALIFICATIONS AND/OR WORK EXPERIENCE: I've worked at the Landing restaraunt for a summer + the Weathervane restaraunt for 2+ years, also a member of the Youth Advisory Committee

COMMUNITY ACTIVITIES AND/OR OTHER EXPERIENCE: Member of the Youth Advisory Committee for 3+ years

HAVE YOU SERVED ON A BOARD/COMMITTEE OR HELD A CIVIC POSITION IN THE PAST? IF YES, PLEASE EXPLAIN:
Member of the Y.A.C. of Charlevoix County

DO YOU FORESEE ANY POTENTIAL CONFLICTS OF INTEREST WHILE EXECUTING THE DUTIES OF THIS POSITION? IF YES, PLEASE EXPLAIN:
If the city of Charlevoix requests a grant through the Charlevoix County Community Foundation, I may have to recuse myself.

REASON(S) YOU WISH TO SERVE: As a lifetime resident of Charlevoix, I've found myself spending countless hours at our beaches + parks, and I've had the privelage of getting to play tennis at our community courts. I would love to experience the other side of this, and try to help others enjoy our community's resources as much as I have.

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

SIGNATURE: Paige Pemble **DATE:** 9-15-20

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

REV 04.2020

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: November 2, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. EMS Agreement Changes

I received a letter this week from Norwood Township indicating their intent to withdraw from our EMS service agreement. I have not reviewed this letter in detail but this falls on the heels of Hayes Township paying only a portion of their last bill for service. I have had a productive conversation with the Supervisor and I believe the Township does intend to pay their full share but it is clear there is unrest with at least some of our township partners in our continued provision of this service and this may necessitate us considering alternatives.

B. COVID Precautions

We had an employee in City Hall test positive for COVID-19 this week and as such we have modified our front counter due to quarantine recommendations for the time being. We'll continue to evaluate this situation over the coming days. Residents can be assured voting and balloting will continue unchanged as we move toward next week's election.

C. New Email System

Over the last few days, we've migrated our email system to a new vendor. Should you be experiencing any issues, please let me know and I'm happy to assist. As things stand, we are working out any remaining glitches in the system but are mostly operational.

ATTACHMENTS:

- CCCF Quarterly Fund Reports
- Historic District Commission Minutes
- Recreation Advisory Committee minutes

CHARLEVOIX COUNTY COMMUNITY FOUNDATION

Giving *Back*. **Moving** *Forward*.

RECEIVED
OCT 19 2020

October 16, 2020

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

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

Brookside Cemetery Improvement Fund
Quarterly Fund Report
1/1/2020 through 9/30/2020

Beginning Fund Balance: 1/1/2020		14,196.62
	3rd Qtr.	YTD
Gifts Received	0.00	0.00
Net Investment Income	15.10	42.16
Realized Gains (losses)	255.26	689.15
Unrealized Gains (losses)	644.14	-392.36
Other Expenses	0.00	0.00
Grant Commitments	0.00	-621.00
Ending Fund Balance: 9/30/2020		*13,914.57*
Cash and Investments		13,914.57
Pledges Receivable		0.00
Grants Payable		0.00
Total Assets		*13,914.57*
Fund Principal:		8,800.00

CHARLEVOIX COUNTY COMMUNITY
FOUNDATION

Giving *Back*. **Moving** *Forward*.

October 16, 2020

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

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

Charlevoix Canopy Fund
Quarterly Fund Report
1/1/2020 through 9/30/2020

Beginning Fund Balance: 1/1/2020		13,007.98
	3rd Qtr.	YTD
Gifts Received	0.00	0.00
Net Investment Income	14.48	41.10
Realized Gains (losses)	244.66	653.98
Unrealized Gains (losses)	617.36	-366.42
Other Expenses	0.00	0.00
Grant Commitments	0.00	0.00
Ending Fund Balance: 9/30/2020		*13,336.64*
Cash and Investments		13,336.64
Pledges Receivable		0.00
Grants Payable		0.00
Total Assets		*13,336.64*
Fund Principal:		0.00

CHARLEVOIX COUNTY COMMUNITY
FOUNDATION

Giving *Back*. **Moving** *Forward*.

October 16, 2020

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

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

Mt. McSauba Recreational Area Fund
Quarterly Fund Report
1/1/2020 through 9/30/2020

Beginning Fund Balance: 1/1/2020		4,523.85
	3rd Qtr.	YTD
Gifts Received	0.00	2,000.00
Net Investment Income	7.76	32.91
Realized Gains (losses)	131.00	273.15
Unrealized Gains (losses)	330.45	310.95
Other Expenses	0.00	0.00
Grant Commitments	0.00	0.00
Ending Fund Balance: 9/30/2020		*7,140.86*
Cash and Investments		7,140.86
Pledges Receivable		0.00
Grants Payable		0.00
Total Assets		*7,140.86*
Fund Principal:		6,000.00

Meeting of the City of Charlevoix
Historic District Commission Minutes
Friday, September 25, 2020

Lindsey Dotson, Substitute Chair of the Historic District Commission, called the meeting to order at 11:02 am.

1) Roll Call
Present: Mary Adams, Kay Heise, Carol Kranz, Paul Weston
Representing the City of Charlevoix: Lindsey Dotson, Executive Director, Downtown Development Authority (DDA)
Representing the State of Michigan: Alan Higgins, Certified Local Government (CLG) Coordinator
Public attendee: Laura Podob
Absent: David Miles

2) The meeting was conducted entirely on Zoom.
3) Approval of Agenda: A quorum was present, and the agenda was accepted by unanimous agreement.
4) Inquiry Regarding Possible Conflicts of Interest: none
5) Approval of Minutes: The minutes of the August 28, 2020 meeting were accepted by unanimous agreement.
6) New Business

a. Alan Higgins spoke about the Community Partnership Program available to CLG entities, explaining that his department's expertise is ready and able to help us with Historic Designation and National Register issues. No-cost services include historic resource surveys, design guideline preparation, and in-person participation of their staff historical properties architect to evaluate local potential reuse of historic buildings.
b. Chairperson nomination
Carol Kranz was unanimously elected Chair of the Commission after a nomination by Kay Heise and a second by Paul Weston.
c. Letter to Earl Young Historic District property owners
Because some properties have changed ownership since the last letter was sent and because the process has been altered slightly, requiring the application to be sent first to the Historic District Commission, Lindsey Dotson is preparing an updated letter explaining the procedure for applying for a "Certified Letter of Appropriateness" for any exterior changes to district properties.

7) Old Business

a. Certified Local Government grant application
Almost all of the necessary materials to request National Register designation for the 200 block and for the funding for the Earl Young District signs have been prepared by Carol Kranz. Kranz will meet with Dotson to finalize the application by October 1st.
b. HDC Vacancy Recruitment Update
Laura Podob, Prospect Street, has applied for a position on the Commission. Her application will be considered at the next City Council meeting.

8) Request for Future Agenda Items
An update on the landscaping of the Lake Michigan Beach Park property on Park Avenue across from the Earl Young Historic District was requested.
9) Adjourn: Meeting was adjourned at 12:16 pm.
Next Meeting: October 23, 2020

Submitted by: Kay Heise

CITY OF CHARLEVOIX

CITY OF CHARLEVOIX RECREATION ADVISORY COMMITTEE

Zoom Meeting
Wednesday, June 10, 2020
Meeting Minutes

I. Call to Order/Roll Call

Chair Seely called the meeting to order at 6:04 PM.

Members Present: Seely, Matye, Bryan, Kelly, Fruk, Gowell
Staff Present: Knorr, Anzell
Members Absent: Kate Klinger

II. Inquiry Regarding Possible Conflicts of Interest

None.

III. Determination of a Quorum

Yes.

IV. Motion to Approve Minutes

A. December 11, 2019 Meeting Minutes

Chair Seely called for a motion to approve the December 11, 2019 meeting minutes. Motion made by Member Fruk, second by Member Matye. Motion passed by a unanimous voice vote.

V. Old Business

A. Dog Park
Director Knorr reported that there is still conversation, however the issue has been finding property suitable for a dog park.

B. Kayak Launch
Knorr informed the group this project will likely roll out in early 2021.

C. Recreation Millage
Director Knorr spoke to the committee on the areas we have applied for funds from the Charlevoix County Recreation Millage. We are looking to create and install an "Audubon Society Certified" birding trail consisting of 32 houses for Day Camp and at the Golf Course.

D. Health Department Grant
Palmer Street to the Channel is getting a makeover which will include improved parking and green space.

E. Junior Main Street Program

Knorr reported that the girl's softball field improvements have been postponed. We will circle back up in early fall to assess whether we move forward or delay the project until spring of 2021.

VI. New Business

A. Master Plan

Knorr posed the question to the Committee of whether it is too early to begin the Recreation Master Plan. Our current Plan goes through 2021. He encouraged the group to bring recommendations for improvement to future meetings.

Knorr discussed the changes and guidelines we are following at Camp, the Golf Course, Farmers Market and the Marina to keep staff and patrons safe.

VII. Miscellaneous Business

Member Scott Kelly made a generous contribution (through B.A.S.E.S.) to Youth on Course to benefit young golfers at our Golf Club.

VIII. Call for Public Comment

None.

IX. Adjournment

With no other business to discuss, Chairperson Seely called for a motion to adjourn at 6:55 PM. Motion made by Member Bryan, second Member Kelly. Motion passed by a unanimous voice vote.

Future meeting schedule: September 9 and December 9, 2020