

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, April 15, 2013 - 7:00 p.m.
210 State St, City Hall, Second Floor City Council Chambers, Charlevoix, MI

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
 - A. City Council Meeting Minutes – April 1, 2013 Regular Meeting **PG 1-6**
 - B. Accounts Payable Check Register **PG 7-11**
 - C. Payroll Check Register **PG 12-14**
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Consideration of Fireplace Final Design Drawings **PG15-21**
 - B. Consideration to Approve a Donation Acceptance Policy **PG 22-45**
 - C. Consideration of Ferry Beach Concession Agreement **PG 46-51**
 - D. Consideration of Lake Michigan Beach and Carpenter Street Ball Field Concession Agreement **PG 52-59**
 - E. Consideration of Artists' Walk at Lake Michigan Beach **PG 60-62**
 - F. Consideration of Fund Balance Policy in Accordance with GASB Statement No. 54 **PG63-67**
 - G. Consideration to Approve Tree, Limb and Stump Removal Bid **PG 68-69**
 - H. Consideration to Approve Agreement with Arrow Uniform **PG 70-74**
 - I. Airport Operations Manager Job Description **PG 75-76**
 - J. Appointments **PG 77- 88**
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. 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.

Posted April 11, 2013 4:30 p.m.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Final Fireplace Design and Donation Agreement with John Winn

DATE: April 15, 2013

PRESENTED BY: Mayor Carlson
Richard Hitz
Rob Straebel

ATTACHMENTS: 1. Hitz Final Draft Fireplace Design Presentation
2. Donation Agreement with City and John Winn
3. Letter from Todd Wyett regarding funding for five years

BACKGROUND INFORMATION:

At the March 18, 2013 City Council meeting, City Council voted 6-0 in favor of the following motion:

“Proceed with finalizing the new design for a fireplace in Plaza B, contingent upon the benefactor paying for future design costs and reimbursing the City for invoices paid for past work on the fireplace in the amount of \$13,494, and the City directs Staff to work with Richard Hitz and Mark Buday to revise the design for the fireplace using the following parameters:

- ❖ *Use the current fireplace location;*
- ❖ *Incorporate an oval-design;*
- ❖ *Minimize the height of the fireplace to protect Round Lake viewsheds;*
- ❖ *Develop some form of seating around the fireplace;*
- ❖ *Strive for an energy-efficient fireplace;*
- ❖ *Optimize safety through appropriate design standards;*
- ❖ *Fireplace must be self-funded for operation and maintenance.*

1. Design

Staff has been working on a new design for the fireplace with Richard Hitz that meets the design objectives of the aforementioned motion. Located in Plaza B, the oval design allows for better pedestrian circulation than the square design. See attached draft final design from Richard Hitz. The oval design dimensions will be no greater than 6'x 8'x 2'. The 2' measurement pertains to the top of the sitting wall and does not include the height of the sculptural screen. The sculptural screen will protrude higher than the sitting wall but will not

substantially affect viewshed of Round Lake. The sculptural screen will be installed for two reasons: 1. Safety; and 2. To create a visually attractive fireplace when in use and not in use. The exact sculptural screen piece has not been finalized. There are benches in the design for seating that will include subtle lighting enhancements. We are using the same rock as the sitting walls in Plaza B.

2. Donation Agreement with John Winn

An agreement between the City and John Winn has been developed to define specific responsibilities for both City and John Winn. Highlights include:

1. Winn shall perform the services described in Attachment A, Scope of Work- Community Fireplace- similar to what was approved by City Council in August, 2012.
2. Winn to reimburse City \$13,494 for past invoices associated with previous, partial construction of original design.
3. City shall keep the fireplace operational for at least 5 years from the effective date of the agreement. If fireplace is removed within this five-year period, the City will be required to pay back the benefactor for all costs per Part 4 and 5 of the agreement.
4. City to supply and install pavers for Plaza B. Also, City will demolish current fireplace structure.
5. City to pay DTE for installation of a gas line from east Clinton Street to meter installed on east side of sitting wall in Plaza B.
6. City shall be obligated to self-fund the operation of the Community Fireplace. Five-year funding commitment from Todd Wyatt is included in your packet. Initial annual operation cost is estimated at \$3,200.

3. Donation Acceptance Policy

Assuming City Council approves the Donation Acceptance Policy, City Council should review fireplace proposal for consistency with the policy. Specifically, City Council shall address Section 3. Standards for New Donations, Part D. and Section 5 Acceptance Guidelines, Acknowledgements/Memorial Plaques, Parts A and B. The City must also review and approve language on the plaque to be placed at the Community Fireplace. Language on the plaque has not been provided to John Winn at this point.

RECOMMENDATION: As the final design drawings did not get completed until this week, the community has had little opportunity to review the design and give comments. We recommend City Council give Richard Hitz feedback on the design and take comments from the public at the April 15 meeting.

Staff recommends City Council *“make a motion to request the City Clerk call a special meeting scheduled for April 22 at 7:00pm at City Hall to consider approval of the community fireplace final design and moving forward with construction. Additionally at the special meeting, City*

Council will consider approval of the Donation Agreement with John Winn. Public comments will be taken at the April 22 special meeting."

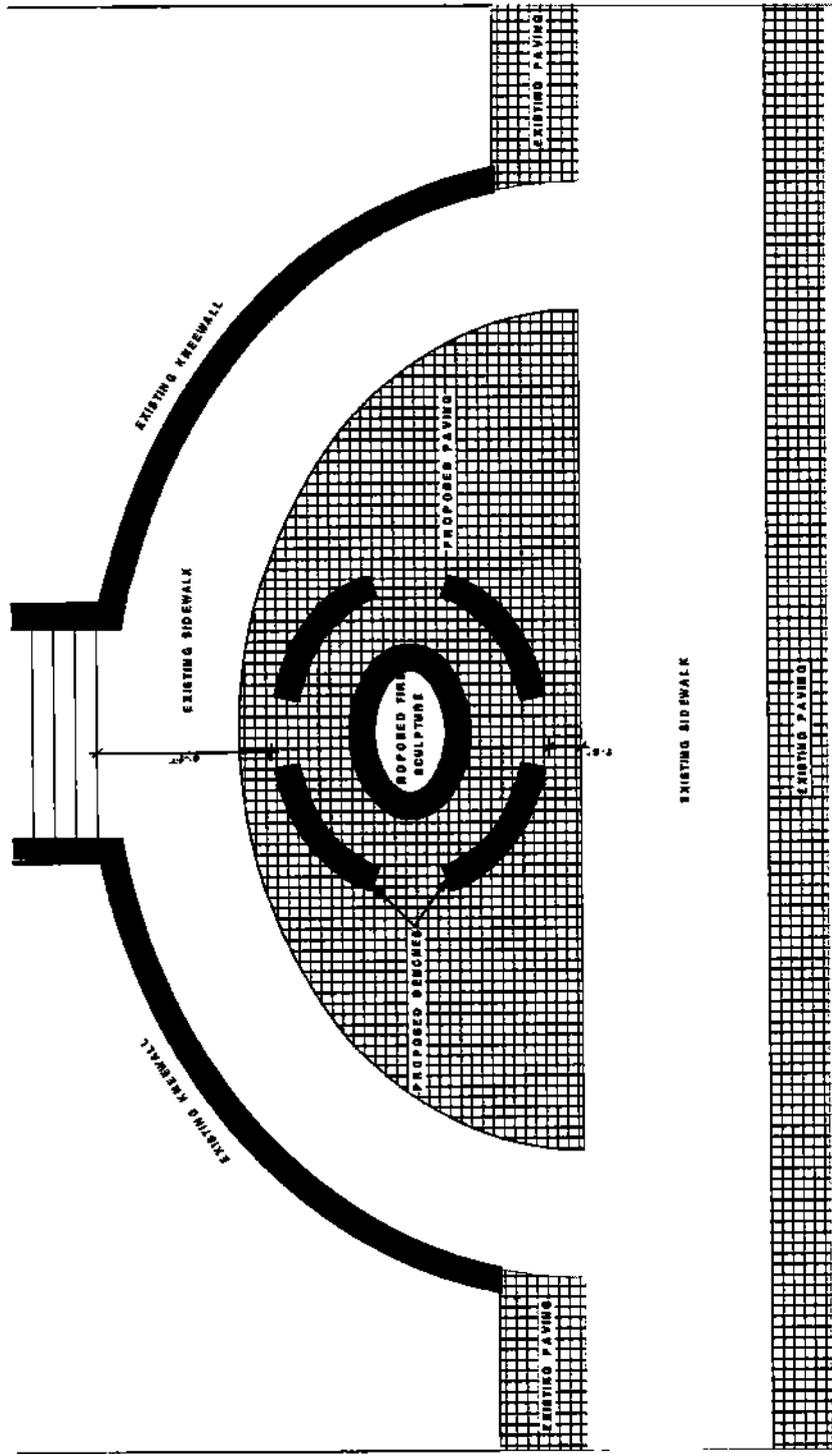
Charlevoix Fire Sculpture

Prepared for Charlevoix City Council

by Hitz Design, Inc.

April 11, 2013

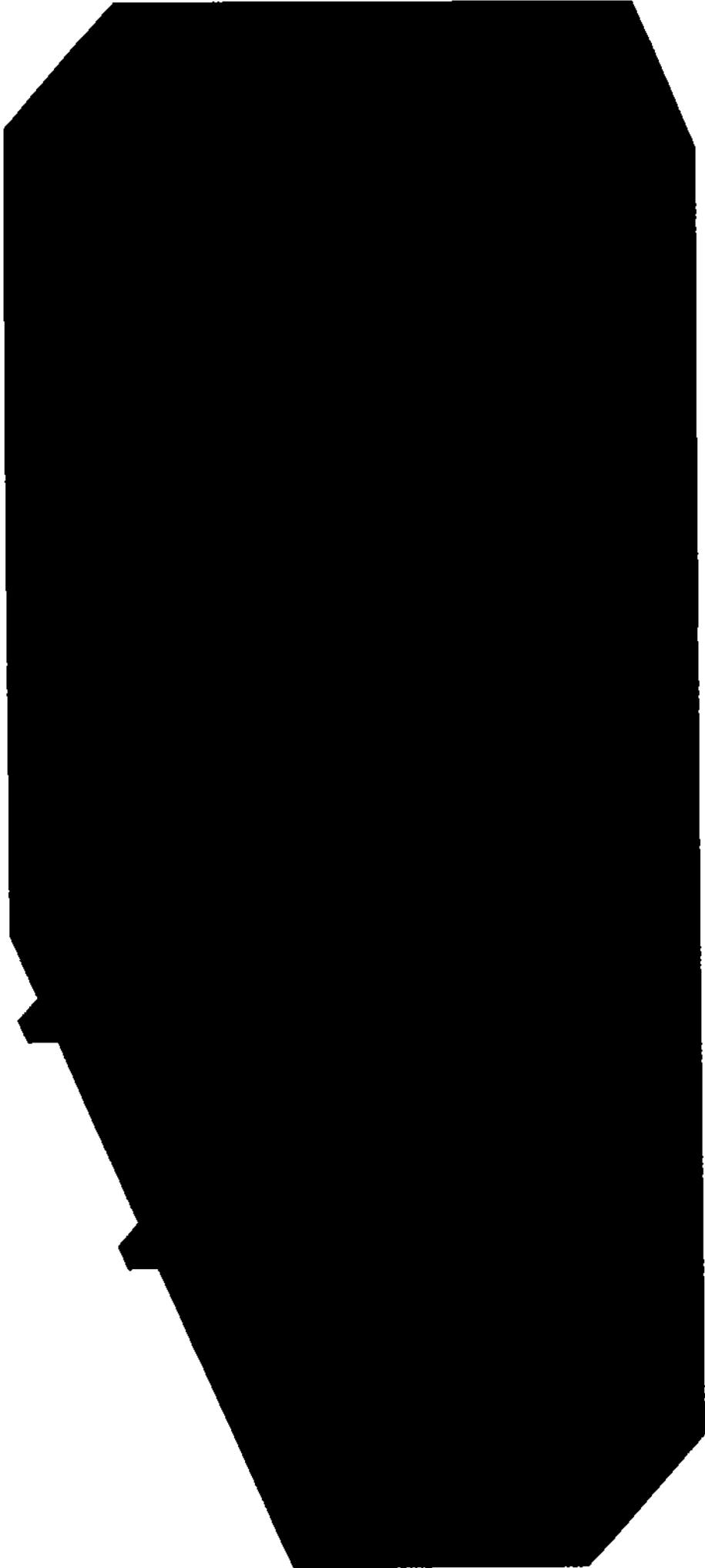
- Plan View
- Perspective 1
- Perspective 2
- Style Sheet: Fire Branch Sculpture
- Perspective 3
- Style Sheet: Walls and Lighting



EXISTING KERBSIDE PARKING

Plan View

Proposed Fire Feature Area



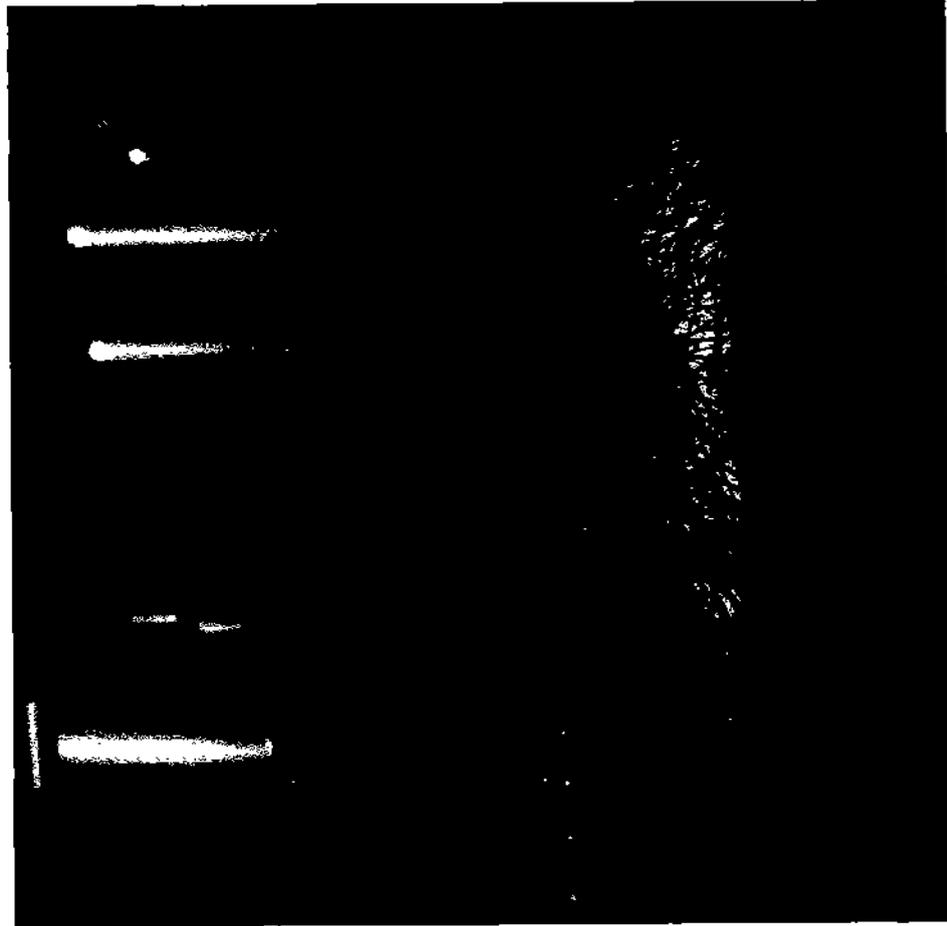
Perspective 1

Aerial View of Fire Sculpture Area



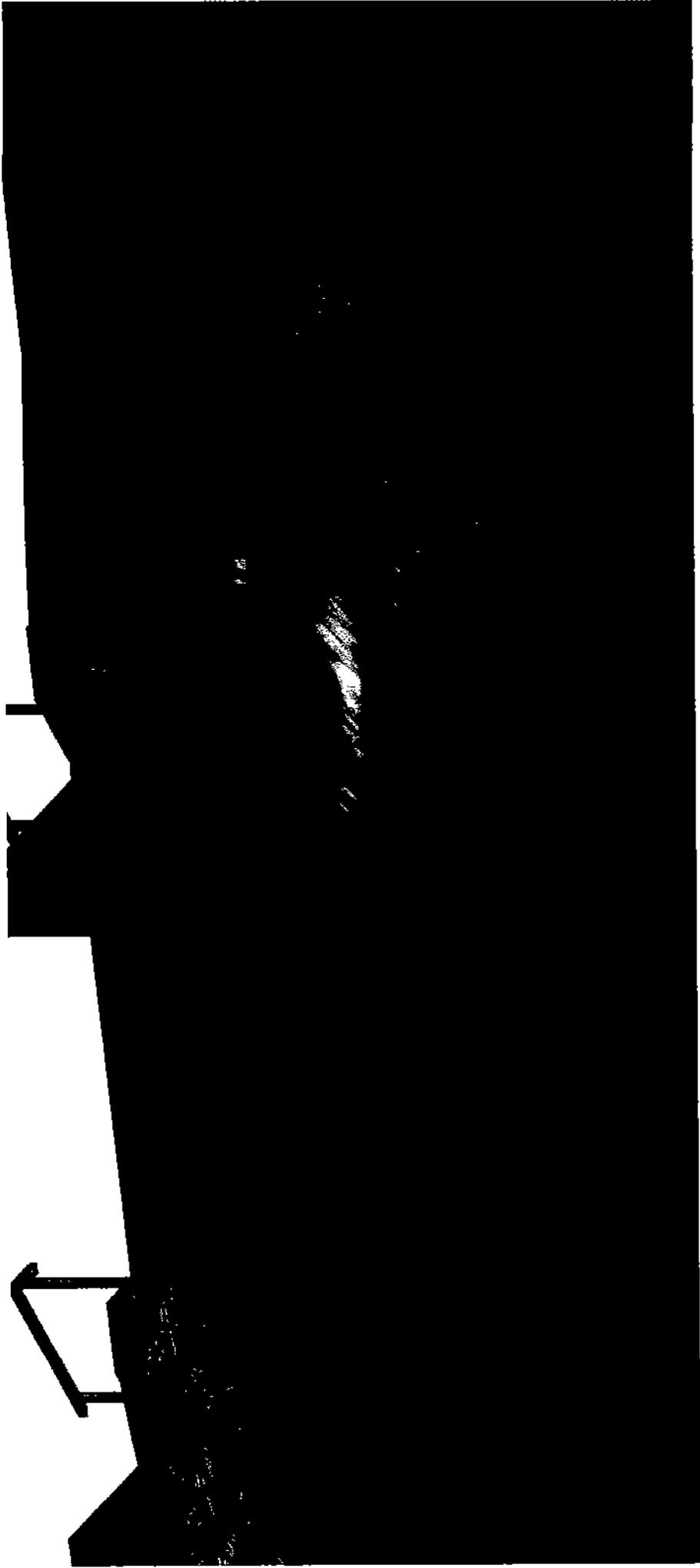
Perspective 2

Street View of Fire Sculpture Area



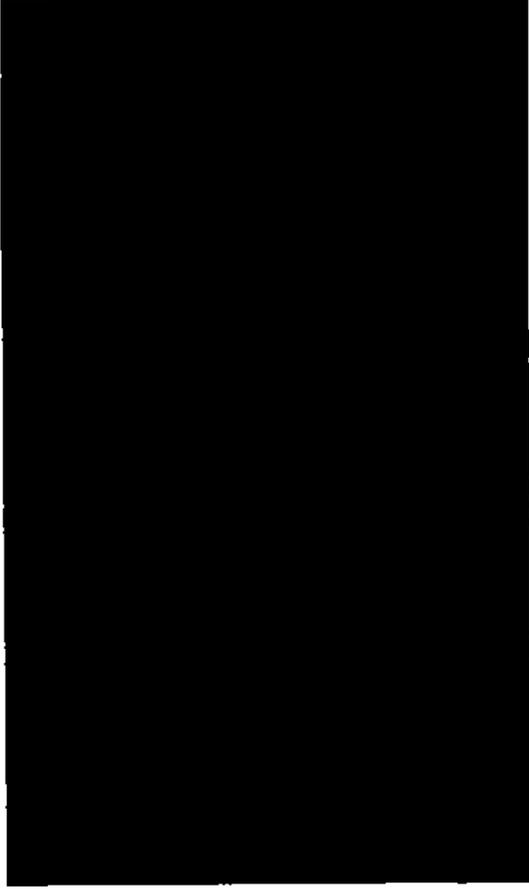
Style Sheet: Fire Branch Sculpture

Above Left: Stainless Steel Rods
Upper Right: Cast Bronze Nest
Lower Right: Cast Bronze Driftwood



Perspective 3

Proposed sculpture height and mass



Style Sheet: Walls and Lighting

Stone work on benches and fire feature will match the flow and styling of existing walls. Benches will have wall lights and the sculpture itself will be lit.

DONATION AGREEMENT

BACKGROUND

John Winn (Winn), in conjunction with others, is being instrumental in obtaining the donation of funds for the construction of a community fireplace in East Park in the City of Charlevoix (City). In addition, Winn is willing to be responsible for installation of the fireplace and related services. In return, Winn wants to be sure that, when completed, the fireplace will be available to the community for at least 5 years. The City acknowledges Winn's efforts and agrees to his concerns. The parties desire to place their obligations in a mutually binding written contract.

AGREEMENT

The parties agree as follows:

1. Winn shall perform or cause to be performed the services described in Attachment A, which is entitled Scope of Work-Community Fireplace. Winn shall also reimburse the City \$13,494 for past invoices paid by the City for partial fireplace construction completed in 2012.
2. The City will be responsible for the following project components and costs:
 - A. Extending a natural gas service line from East Clinton Street to a natural gas meter (approximately 231 feet) installed on the east side of a sitting wall in Plaza B;
 - B. Demolition of current fireplace site;
 - C. City shall supply and install pavers around the Community Fireplace;
and
 - D. Prior to any use of the Community Fireplace in any year, the City shall take such steps as may be necessary so that all estimated operation costs for that year will be paid in advance by private donations or funding sources other than taxpayer dollars. This provision regarding a pre-condition for use of the Community Fireplace shall apply even if the City is obligated to accept ownership of the Community Fireplace as provided below;
3. The City shall have the right to fully inspect the Community Fireplace when it is completed. The City shall accept ownership of the Community Fireplace if the Community Fireplace has been constructed consistent with (a) the requirements described in Attachment A and (b) applicable codes and permits under jurisdiction of the Charlevoix County Building Department construction.

4. Winn, on behalf of himself and others, expect the City to accept ownership and operation of the Community Fireplace in good faith so that it is a benefit to the community for many years. However, if the City removes the Community Fireplace on or before 5 years from the effective date of this contract, then, at the written request of a certified donor, the City shall reimburse the full amount the donation made by the certified donor within 60 days of the written request. A written request for a donation refund must be received by the Office of the City Clerk within 1 year from the date on which removal of the Community Fireplace begins.

5. Winn shall keep an accounting of each donation, the donor, the donation date and the method of donation (collectively, the accounting records). The method of each donation must be by a written instrument, such as a check. Winn shall obtain a copy of the written instrument as part of the accounting records. Upon acceptance of the Community Fireplace by the City, Winn shall give copies of the accounting records to the City Manager or such City office as designated by the City Manager. If a refund of a donation is required, as provide in paragraph 4, the refund shall be made only to a certified donor or the legal representative of a certified donor. A "certified donor" means a person whose donation amount, donation date and identity can be determined by the written instrument by which the donation was made or by such other documentation as the City determines is reliable. The City shall not be responsible for advising donors to take such corrective action as may be required by Federal and State law regarding the return of a donation to a municipality which has been taken as a Federal or State income tax deduction.

6. This contract shall become effective upon the execution of this document by Winn and the City.

City of Charlevoix

By: _____
Carol Ochs
Its: City Clerk
Date: _____

City of Charlevoix

By: _____
Norman I. Carlson, Jr.
Its: Mayor
Date: _____

By: _____
John Winn
Date: _____

Attachment A

Scope of Work-Community Fireplace

John Winn, using funding through a community benefactor, shall be responsible for construction and payment of all costs for the following items, including incidental construction costs not specifically mentioned below:

- ❖ All costs to construct a Community Fireplace in Plaza B located in East Park, Charlevoix, Michigan in accordance with the Plan View, Perspective 1 and Perspective 2 dated April 11, 2013 and submitted by Richard Hitz of Hitz Designs. (Plans do not include a sculptural screening piece that will be selected by City Council at a future date.)
- ❖ City Council will review and select a future sculptural screening piece
- ❖ All mechanical components, regulators, timers, sensors and any metal screening needed for the fireplace.
- ❖ Regulators and timers will be installed in a vandalism-proof, locked box on or near the Community Fireplace.
- ❖ All subsurface work required for the Community Fireplace and installing a natural gas service line from the gas meter to fireplace.
- ❖ All costs associated with clean-up of site.
- ❖ Any other costs associated with construction of Community Fireplace, including one application of a quality sealer designed for this type of stone/grout.
- ❖ Any applicable permits through the Charlevoix County Building Department or any other agency.
- ❖ The City will also require a sample of the stone and grout mixture that will be used to construct the community fireplace.
- ❖ The contractor is to warrant all work for a minimum period of one year commencing on the date of acceptance from the City.

808 E Dixon Avenue
Charlevoix, Michigan 49720

April 2, 2013

Rob Straebel
City Manager
City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

RE: Fireplace Natural Gas Costs and Benches

Dear Rob:

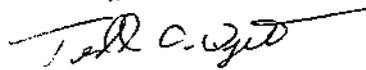
Consistent with my prior promises and our conversation of today, Pam and I would like to donate the first five years of natural gas costs for the new fireplace in the park, which is estimated to be \$3,200 per annum. Enclosed please find a check in the amount of \$3,200 to cover the first year's natural gas costs. In subsequent years, please send me a reminder when such \$3,200 payment is due. After the fourth year, let us revisit Pam and I extending this gift in perpetuity.

In addition, Pam and I would like to donate up to four (4) benches to be placed around the fireplace. When you know the number of benches and cost thereof, please notify me, and I will send you a check for the same. At the appropriate time I will let you know what to place on each plaque on each bench. We would also be willing to pay for a replacement shade tree in the park to take the place of the locust tree that was removed to make way for the new fireplace. Pam and I do not want to get involved in deciding where such a tree should be placed. We trust that others will find an appropriate spot.

Pam and I hope that by providing both operating cost funding and the benches we can add to our beautiful park, encourage people to gather downtown throughout the year, and help heal the divide that has arisen in our fair City. Let us now turn our focus from the fireplace to other more pressing issues that confront our community . . . schools, hunger, business growth, family shelters and the like. We would be more than happy to get involved both financially and by donating our time in solving any of these issues.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,



Todd A. Wyatt

cc: Pam Wyatt
John Winn

RECEIVED

APR - 5 2013

CITY OF CHARLEVOIX

CAPTAIN'S CORNER, LLC
25900 W 11 MILE RD STE 250
SOUTHFIELD MI 48034

HUNTINGTON

2394

04/02/2013

\$3,200.00***

**** THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS

PAY TO THE
ORDER OF City of Charlevoix
210 State Street
Charlevoix, MI 49720

21

Details on Back.
City Features Included

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Second Discussion and Consideration to Approve a Donation Acceptance Policy

DATE: April 15, 2013

PRESENTED BY: Rob Straebel

ATTACHMENTS:

1. Draft Donation Acceptance Policy
2. Four Written Comments Regarding Draft Policy as of April 11, 2013

BACKGROUND INFORMATION: At the April 1, 2013 City Council meeting, City Council members reviewed the attached Draft Donation Acceptance Policy. City Council was generally supportive of the policy. Because of some concerns from audience members regarding insufficient time to review the policy, City Council decided to postpone approval of the policy until the April 15 meeting. The additional time gave the public more opportunity to review the policy and submit comments to the City Manager's Office. On Friday, April 5 the draft donation policy was placed on both the City's website and Facebook page. By noon on Thursday, April 11, four comments were received and are included in your packet.

The following was included in the April 1 Council packet:

Per Council's direction, Staff has developed a Donation Acceptance Policy. The draft policy would be applicable to the fireplace proposal and any new donations to the City. The policy addresses on-going maintenance and operation costs associated with donated items. The policy also gives the City Council the flexibility to have these costs paid by private donations or other sources or have the City pay for the costs. **As the ongoing maintenance and operation costs of the proposed fireplace have been an issue with residents, Staff recommends that private donations pay for annual maintenance/operational costs of the fireplace.** In other cases, the value of the donation may be greater than the annual maintenance/operation costs (ex: vehicles, land, etc.). Hence, Staff has made the policy flexible to address many different donation scenarios.

Some highlights of the policy include:

- ❖ When in the City's best interest, the City reserves the right to restore, relocate, remove, or relinquish gifts that are not longer suited for their original purpose;

- ❖ Ongoing maintenance/operational costs may need to be covered by outside sources depending upon Council's decision. This allows for flexibility considering the uniqueness of each future donation. See Part 3, D 1-3.
- ❖ There are guidelines established for each donation that Council shall consider to use when deciding merits of each donation element. See Part 5 A, 1-6.
- ❖ Acknowledgements/Plaques shall be tasteful and subtle and must be approved by the City Council.

RECOMMENDATION: The City Manager has considered comments submitted by the public and revised some provisions of the policy accordingly. City officials have fielded many questions from the public regarding donations and their on-going operation and maintenance costs. The draft Donation Acceptance Policy was developed to address these questions for the fireplace project and for future donations. The policy will clarify the options for City Council when accepting future donations. **To reiterate, Staff continues to strongly recommend that all operation/maintenance costs of the fireplace be paid by non-tax dollar funds.** If Council is agreeable to draft policy, a motion could be made to approve the City of Charlevoix Donation Acceptance Policy.

City of Charlevoix

Donation Acceptance Policy

1. Introduction

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate.

2. Purpose

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of personal property to the City, including the installation, long-term maintenance and operation of donated elements to the City. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time consider aesthetic impacts and on-going maintenance and operational costs. Any donated items become property of the City of Charlevoix.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy, and shall also include the current proposal to construct a Community Fireplace in East Park.

3. Standards for New Donations

A. Definitions

Donation-an act or instance of presenting something as a gift or contribution either monetary or a physical element.

New Donations-New donations are those made after the adoption of this policy, but shall include the current proposal to construct a Community Fireplace in East Park.

B. Appearance and Aesthetics

The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public lands and facilities. Donated elements and their associated acknowledgments should reflect the character of the park or facility. All

elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

C. Maintenance/Repair

Donated elements and their associated acknowledgement become City property. The community has an interest in ensuring that all elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials must be readily available. Donated elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

D. Cost

The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance and operation during the expected life cycle of donated elements. Conversely, the City may determine that the value of a donated element far exceeds the maintenance and operational costs. Each donation is unique and should be evaluated on its own merits. Consequently, the City shall consider the following options when considering donations:

1. Require all estimated annual maintenance and operation costs be paid in advance by private donations or funding sources other than taxpayer dollars prior to use of the donated item;
2. At the time of the donation, the City must receive sufficient funds or financial commitments to cover anticipated on-going maintenance and operation costs of donated elements during their expected life expectancy.
3. The inherent value of the donation exceeds the annual maintenance and operational costs requiring no funds be contributed by the donator to the City.

4. Procedure for Making a Donation

The City Council shall have the authority to approve, deny or modify all donations. Prior to preparing a written proposal, the donor or donor's representative shall contact the City Manager's Office to discuss a proposed donation. A pre-application meeting may assist the potential donor in determining if a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information such as but not limited, to scaled drawings, artist's rendition or other documents or submittals to better illustrate the exact nature of the donated elements. All submittal materials shall be paid by the donor or donor's representative. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any donation proposal to the appropriate board or committee for review and subsequent recommendation to the City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, proposed location, and yearly maintenance and operational costs for review and processing. The written proposal, including a Staff report, will be sent to City Council for their decision.

5. Acceptance Guidelines, Acknowledgements/Memorial Plaques

A. Acceptance Guidelines

Based upon the City's best interests, the City may accept a donation element for a specific facility or location. When considering donations, the City Council shall consider the following criteria in its decision-making process:

1. Does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located;
2. Uniqueness of the proposal and its ability to attract visitors to the community;
3. Whether the donated element requires relocation or installation of other equipment or infrastructure to accommodate the donation;
4. A plan exists showing the available locations for donated elements;
5. Any substantial impacts on public health, safety or welfare.
6. Recommendation of the City Staff.

The City Council is not obligated to accept donations but will consider each donation based upon its own merits. Some City facilities may be fully developed and the opportunity for donations may not be available.

B. Acknowledgements/Memorial Plaques

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered. Donation acknowledgements/memorial plaques and its text will be approved by the City Council with all acknowledgments being tasteful and subtle.

6. Installation

If the donated element, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall be completed by a licensed contractor and/or City Staff. The donor shall select and pay for the licensed contractor and the selection of the contractor shall be

approved by the City. The licensed contractor shall assume all responsibility for construction or placement of a donated element and shall hold the City harmless for any damages to property or buildings. If installation includes City Staff, the City may require reimbursement for personnel and equipment costs associated with installation of donated element. The installation will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance activities and in a manner that minimizes impacts to the community. City Staff shall oversee the installation process to ensure compliance with the proposal.

7. Removal and/or Relocation

This section applies to both existing and new donations. When it is in the City's best interest, the City reserves the right to restore, relocate, remove or relinquish donations that are no longer suited for their original purpose. Donations do not confer special privilege or rights for the donor or any other person or entity. Donations are graciously and unconditionally accepted without obligation.

8. Donations Impacting City Parks

If a donated physical element is being proposed for a City park, Council may hold a Public Hearing on the proposed donation. In determining whether a Public Hearing is appropriate, City Council shall consider whether there is a reasonable likelihood that the donated element would have one or more significant impacts on the park or the surrounding community. Significant impacts may included but are not limited to: impacts on viewsheds, size of the proposed element, noise generation, safety concerns or other impacts deemed appropriate by City Council. Purpose of the Public Hearing will be to solicit input from City residents on the proposed donation, the anticipated significant impacts and whether any adverse impacts can be lessened or eliminated.

Acceptance of donations in general – Donor’s desired use or conditions.

The city has the discretion to accept or decline any proposed donation, whether conditioned or not, subject to the provisions of this chapter. In the event a department head has reason to believe a donation could cause or result in an appearance of impropriety, the department head shall consult with the city attorney prior to accepting the donation. Conditioned donations shall be assigned to a project or existing fund consistent with the donor’s desired use, as long as such condition(s) do not conflict with city, state or federal law, in which case the city shall ask that the condition(s) be removed or decline the donation. (Ord. 2009-03 § 1)

Acceptance of monetary donations.

(1) Unrestricted Donations Less Than or Equal to \$5,000. The department head is hereby authorized to accept any monetary donation of less than or equal to \$5,000 on behalf of the city, and shall deposit such moneys with the finance department.

(2) Restricted Donations of Less Than or Equal to \$5,000. Restricted donations may be accepted by the City Manager using the following process. This process may be used for typical park amenities (bench, tree, and picnic table) and is generally a smaller, single-purpose feature and valued at less than or equal to \$5,000.

(a) Review Process. As donations and memorials vary greatly in their impact on parks or programs, the review process should be tailored according to the proposal’s complexity.

(b) Criteria for the donation of typical park amenities, as identified in the donation gift catalog:

(i) The donor should meet with city staff at the earliest possible time to discuss the review process for the specific proposal.

(ii) City staff considers land use requirements, legal requirements, park design issues, potential public concern, maintenance issues, and recreational issues.

(iii) The proposal is reviewed against approval criteria included in this policy. The true cost of the proposal is estimated, if appropriate, at this stage of the proposal's development.

(iv) The department head accepts or denies the donation and prepares a letter to the donor informing them of the decision to approve or deny the donation, giving instruction to the donor about the procedure to complete the project.

(v) The project item is purchased by city staff and installation is coordinated with the parks maintenance supervisor. A 50 percent deposit of the total amount due must be paid at the time of the order, with the remainder due prior to installation.

(3) Unrestricted Donations Greater than \$5,000. Donations of any amount greater than \$5,000 must be reviewed by the department head and approved by the city council, so that the city can evaluate any policy implications associated with the donation.

(4) Restricted Donations Greater than \$5,000. Restricted use donations valued at over \$5,000 for amenities such as fountains, athletic fields, gardens and plazas.

(a) Review Process. As donations and memorials vary greatly in their impact on parks, the review process should be tailored according to the proposal's complexity. The level of review may be simplified in some cases.

(i) Following the initial proposal review, preliminary research regarding land use and legal concerns, potential community concerns and costs will be conducted by both the donor and city staff. Staff will be consulted to determine if the donation would be considered public art, in which case the arts commission would first review the proposal for appropriateness to the public art collection.

(ii) The proposal is submitted with information regarding intent, cost estimates, size, location, timeline and a site drawing.

(iii) The city staff reviews the request in two separate meetings. The first offers the applicant an opportunity to present their ideas and hear feedback. The city will also give feedback regarding public input.

(iv) At the second meeting, the city staff will review the formal request from the donor in terms of the approval criteria included in this policy.

(v) In consultation with city staff, the City Manager recommends the approval or denial of any substantial gift, memorial or tribute, or proposal. The recommendation is sent to city council for final approval.

Approving or denying any gift, memorial or tribute is wholly within the discretion of the Charlevoix City Manager, DDA and city council. No individual or organization has the right to make any improvement or place any items in public parks, regardless of whether they think their proposal meets the following approval criteria.

Approval criteria focus on three general categories:

(b) Significance of Event/Person Being Memorialized or Significance of a Gift.

(i) A person memorialized must have been deceased for a minimum of one year, or an event must have occurred a minimum of one year ago.

(ii) The memorial has timeless qualities and makes a statement of significance to future generations.

(iii) The memorial represents a person or event deemed significant to Charlevoix's history.

(iv) The gift or memorial must be consistent with the mission of the City of Charlevoix.

(v) The memorial amenity must meet the policy guidelines and goals specified within the city of Charlevoix comprehensive plan and be contained within the capital investment plan.

(vi) Proposals should focus on characteristics that define a particular sense of place and support activities and uses that strengthen those qualities.

(c) Location. Donors may be asked to broaden their search for an appropriate location and consider other public or privately owned spaces, which may provide a more suitable location.

(i) The proposed site offers opportunities for enhancement without diminishing a park's ability to offer undefined open space for quiet contemplation and/or spontaneous activities.

(ii) The increased use of a park due to a gift or memorial is appropriate for the park's context and surrounding uses.

(iii) The quality, scale, and character of the gift or memorial are at a level commensurate with the particular park setting.

(iv) There should be some specific geographic justification for the memorial being located in that spot.

(v) Alternative sites in rights-of-way, private property or other public property were considered and determined inappropriate.

(d) Project Design.

(i) The proposal must be in concurrence with the capital investment and park master plan. If a park master plan does not exist, a needs assessment of the park's service area must be completed in order to determine the need for future park elements and circulation patterns.

(ii) The quality, scale, and character of the memorial are at a level commensurate with the particular park setting.

(iii) The design of the memorial or tribute should not be solely representative of the person(s) or event being memorialized but should be of a broader community appeal.

(iv) The memorial or tribute is encouraged to be designed as a park amenity or as a functional component of the park (i.e., an interactive fountain).

(v) Contributes to the aesthetic quality of the park setting.

(vi) Reuse, rehabilitate or restore an existing park feature where appropriate.

(vii) Addresses existing and/or future maintenance concerns by meeting parks maintenance division's design standards and specifications.

(viii) The element is consistent with the city's parks and recreation design standards.

(ix) Meets the requirements of ADA by providing accessibility to all park users.

(x) Enhances a park by adding elements that add to identity and ambiance.

(xi) The proposal does not create any public safety or security issues.

(e) Requirements.

(i) The donor will involve the City of Charlevoix Staff and DDA at the earliest possible stage of proposal development, prior to a particular park site being contemplated.

(ii) At any point in the review, the City Manager can halt the process for further review if it is determined that the proposal is incomplete or clearly does not meet the criteria identified in the substantial gift, memorial or tribute policy. The applicant will be asked to resubmit their proposal addressing the identified discrepancy.

(iii) If a design professional is to be hired by the donor, City Manager must be involved in creating the scope of work and approving each design phase of the project.

(iv) The donor is responsible for complying with all federal, state and local laws, which might include competitive bidding and state prevailing wage laws.

(v) Applicant will bear the cost of all necessary permits, approvals, project management, design, installation, manufacture and maintenance of the gift or memorial, even if the city provides these services. Budget details of these project elements will be spelled out in an agreement with the donor.

(vi) A revocable permit from the city will be required. Proof of general liability insurance and workers compensation insurance will be required from the contractor and/or organizations doing the installation.

(vii) No contingencies shall be placed on the acceptance of a gift by the donor. Acknowledgement of the donor in the form of a plaque is allowed. Improvements made in a public space become the property of the city and are subject to the laws, policies, and procedures that govern park property.

(5) Funding the Total Project Cost. The applicant will be asked to cover 100 percent of the costs. These costs will include the cost of park modifications, incidentals and city staff time that will be needed to

ensure the project meets park specifications and is properly installed. Park modifications and other incidental costs required because of the improvement are to be estimated during the review process.

(6) Defining Annual Maintenance Costs. The level of maintenance varies depending upon the nature of the project. In general, donors will be asked to contribute enough money to cover long-term maintenance costs. These costs are contained within the donation application. Any annual operation and maintenance costs not covered by the donor become the responsibility of the City of Charlevoix. Improvements requiring ongoing city support must be approved by the city council with a public hearing before the donation is accepted.

The city of Charlevoix reserves the right to remove any donated park amenity for safety reasons, deterioration caused by age, neglect or vandalism, and/or the city's inability to finance ongoing maintenance and/or repairs.

(a) Exceptions. In some cases it may be reasonable to ask the private party to cover a greater or lesser percentage of the maintenance. The City Manager, with the city council, may make exceptions based upon the following criteria:

(i) The community's need for the improvement.

(ii) How much the amenity strengthens the park system as a whole.

(iii) Whether it is located in a park that is underdeveloped and lacking sufficient amenities.

(iv) The financial capacity of the donor.

(v) Whether the annual maintenance cost is so low as to be negligible.

3 A 1 *personal memorials shall not
be allowed in a city park*

5 A 6 *any structure besides a park
bench or table must be
approved by a vote of the
citizens of charlev oix*

Presented by Gabe Campbell

RECEIVED

APR - 9 2013

CITY OF CHARLEVOIX

210 West Garfield Avenue, Apt. 110, Charlevoix, MI 49720
April 4, 2013

Mr. Robert Straebel, City Mgr. and City Council
City of Charlevoix
210 State Street
Charlevoix, MI 49720

RECEIVED

APR - 8 2013

CITY OF CHARLEVOIX

Re: City Park Donations

Greetings:

I complained to you several times in 2012 about the Red Ram in the City Park welcoming boaters to Charlevoix. In December you told me The Red Ram would be removed, that you had some other artwork planned for that location. I haven't checked. Hopefully artwork is NOT in place by the channel.

I recently saw the massive iron artwork at Lake Michigan Beach. This artwork would be more in keeping at the East Jordan Iron Works factory location, NOT Charlevoix. It also looks like an accident waiting to happen.

I think you told me a selection of outdoor artwork is on loan to the City of Charlevoix. Did Council approve of the artwork or was this accepted via your office? Cost to City to place?

My request is that since you are doing Donations to the City that you include for discussion artwork on loan or however loans are handled financially and otherwise for the future.

I do not mean to be a bother to you. I only want to make sure all the Donation bases are covered so hearings will happen to avoid another "fireplace fiasco."

Sincerely and Best Regards,

C. Marilyn Gibbons

C. Marilyn Gibbons

Linda Weller

From: Perry Irish Hodgson [peihodgson@gmail.com]
Sent: Saturday, April 06, 2013 7:32 AM
To: Linda Weller
Subject: Gift Acceptance Policy

Hi Rob,

I have been meaning to get in touch about the city's gift acceptance policy. Are you still working on that? I used to be a professional fundraiser for nonprofits and we had extensive policies. When I worked for St Jude Children's Research Hospital, one particular part of our policy that I liked had to do with wording on plaques. We asked our donors not to use the term, "in memory of" because it reminded people of death at a particularly sensitive time. We always used the wording "in tribute to" or "in honor of". I think this is a good approach for any organization, not just a hospital.

So that's my suggestion. Good luck getting this policy in place.

Perry

Perry Irish Hodgson
c. 231-675-6060

Rob Straebel

From: Arthur Nash [the.nasher@hotmail.com]
Sent: Tuesday, April 09, 2013 2:22 PM
To: Rob Straebel
Cc: Linda Weller
Subject: Donation Policy
Attachments: Donations Policy Final Draft March 28 2013.doc

Rob,

Please see the attached document for suggested changes to the draft Donation Policy. I used strikeouts to show language eliminated and bold and italics to indicate new language.

I know several people were upset that the donation is anonymous. I have no problem with anonymous donations but I do believe that if the donation is to be a memorial, the person to be memorialized should be identified during the review process. After all, the public is going to see their name on the plaque once it is built so why not during the review process?

You may recall that some individuals during the Council meetings indicated why not a memorial to their dog, etc. While they were being ludicrous their point is that the person to be memorialized should be appropriate for the memorial to be located on City property. I would hope that Council and you know who is to be memorialized on the fireplace, if not then a complete review has not taken place.

Taking this issue to the point of absurdity, what if a person wanted to memorialize a convicted felon but didn't want anyone to know until the plaque was placed on the donation? I hope you get the point.

Thank you for the opportunity to provide input and let me know if you would like to discuss this in more detail.

Art

City of Charlevoix

Donation Acceptance Policy

1. Introduction

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate.

2. Purpose

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of personal property to the City, including the installation, long-term maintenance and operation of donated elements to the City. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time consider aesthetic impacts and on-going

maintenance and operational costs. Any donated items become property of the City of Charlevoix.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy, and shall also include the current proposal to construct a Community Fireplace in East Park. *In addition, section 7 shall also apply to all donations made prior to the effective date of this policy.*

3. Standards for New Donations

A. Definitions

Donation-an act or instance of presenting something as a gift or contribution. *This may be monetary or a physical element.*

~~New donations are those made after the adoption of this policy, but shall include the current proposal to construct a Community Fireplace in East Park.~~

B. Appearance and Aesthetics

The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public lands and facilities. Donated elements and their associated acknowledgments should reflect the character of the park or facility. All elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

C. Maintenance/Repair

Donated elements and their associated acknowledgement become City property. The community has an interest in ensuring that all elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials must be readily available. Donated elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

D. Cost

The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance and operation during the expected life cycle of donated elements. Conversely, the City may determine *that* the value of a donated element far exceeds the maintenance and operational costs. Each donation is unique and should be evaluated on its own merits. Consequently, the City shall consider the following options when considering donations:

1. Require all estimated annual maintenance and operation costs be paid in advance by private donations or funding sources other than taxpayer dollars prior to use of the donated item;

2. At the time of the donation, the City must receive sufficient funds or financial commitments to cover anticipated on-going maintenance and operational costs of donated elements during their expected life expectancy.
3. The inherent value of the donation exceeds the annual maintenance and operational costs requiring no funds be contributed to the City.

4. Procedure for Making a Donation

The City Council shall have the authority to approve, deny or modify all donations. Prior to preparing a written proposal, the donor or donor's representative shall contact the City Manager's Office to discuss a proposed donation. A pre-application meeting may assist the potential donor in determining if a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information such as but not limited to, scaled drawings, artist's rendition or other documents or submittals to better illustrate the exact nature of the donated elements. All submittal materials shall be paid by ~~donator~~ the *donor* or ~~donator's~~ the *donor's* representative. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any donation proposal to the appropriate board or committee for review and subsequent recommendation to the City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, *proposed* location, and yearly maintenance and operational costs for

review and processing. The written proposal, including a Staff report, will be sent to City Council for their decision.

5. Acceptance Guidelines, Acknowledgements/Memorial Plaques

A. Acceptance Guidelines

Based upon the City's best interests, the City may accept a donation element for a specific facility *or location*. When considering donations, the City Council shall consider the following criteria in its decision-making process:

1. Does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?
2. Uniqueness of the proposal and its ability to attract visitors to the community;
3. Whether the donated element requires relocation or installation of other equipment or infrastructure to accommodate the donation;
4. A plan exists showing the available *proposed* location(s) for donated elements;
5. Any substantial impacts on public health, safety or welfare.
6. *Recommendation of the City Staff.*
7. *If the donation is intended to serve as a memorial to an individual, persons or other entity, the individual, persons or entity to be memorialized shall be identified during the review process and shall be deemed appropriate for the memorial to be located on City property.*

The City Council is not obligated to accept donations but will consider each donation based upon its own merits. Some City facilities may be fully developed and the opportunity for donations may not be available *or advisable*.

B. Acknowledgements/Memorial Plaques

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered. Donation acknowledgements/memorial plaques and its text will be approved by the City Council with all acknowledgments being tasteful and subtle. *Generally, lettering shall not exceed one-half inch in height.*

6. Installation

If the donated element, including donor acknowledgements *and* memorial plaques, requires any type of installation, the installation shall be completed by a licensed contractor and/or City Staff. The donor shall select and pay for the licensed contractor and the selection of the contractor shall be approved by the City. The licensed contractor shall assume all responsibility for construction or placement of a donated element and shall hold the City harmless for any damages to property or buildings. If installation includes City Staff, the City may require reimbursement for personnel and equipment costs associated with installation of donated element. The installation

will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance activities and in a manner that minimizes impacts to the community. City Staff shall oversee the installation process to ensure compliance with the proposal.

7. Removal and/or Relocation

This section applies to both existing and new donations. When it is in the City's best interest, the City reserves the right to restore, relocate, remove or relinquish donations that are no longer suited for their original purpose. Donations do not confer special privilege or rights for the donor or any other person or entity. Donations are graciously and unconditionally accepted without obligation.

8. Donations Impacting City Parks

If the City receives a request from a donor to place a physical element adjacent to or in a park, and upon review and recommendation of the proposed donation by City Staff, the Council shall consider holding a public hearing concerning the proposed donation and its purpose to receive input from City residents prior to making a final decision.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of Ferry Beach Concession

DATE: April 15, 2013

PRESENTED BY: Christian and Tracey LaCroix

ATTACHMENTS: Proposed Concessionaire Agreement

BACKGROUND INFORMATION: Christian and Tracey LaCroix operated the Ferry Beach concession last year. They took over the stand in July after the previous concessionaire backed out.

In the past, the City has found that finding concessionaires can be challenging. Previous concessionaires were unable to pay the City the \$600/season fee and make ends meet. The City offered the concessionaire the option of cleaning the bathrooms in exchange for rent. This proposal was met with some resistance, as bathroom cleaning can be a messy job. Concessionaires have also made physical improvements to the concession stand in lieu of paying rent. The LaCroix's are proposing to repair/replace the screen door at the concession stand in lieu of rent for the 2013 season. They are also willing to pay the City \$200 in rent, with \$100 payable on July 1st and August 1st. The proposed agreement has the City paying for the electric and water in the concession, with the concessionaire paying for the gas/propane that is used for cooking.

The LaCroix's have reviewed their menu with Health Department. Last year they served individually package sandwiches and snacks, ice cream novelties and assorted beverages. The Health Department has advised the City that the LaCroix's do not require a Certified Food Manager License, as they are handling only pre-cooked/packaged items.

The LaCroix's would like to start on Saturday, June 1, 2013 and end on Labor Day, September 2, 2013. They are proposing to operate the concession stand on Sundays, Mondays, Wednesdays, Fridays and Saturdays and may be open on Tuesdays and Thursdays, if staffing is available. The Concessionaire wishes to open at 11:30 a.m. and be open until 9:00 p.m., if business permits. The LaCroix's have a son graduating this spring and have asked to close the concession on Sunday, June 2nd for graduation.

RECOMMENDATION: Staff recommends that Council pass the following motion, "Authorize for the City Manager to sign the agreement, contingent upon the LaCroix's repair/replacement of the Ferry Beach concession stand screen door, a replacement door is to be pre-approved by the City Manager. The Concessionaire will also pay the City \$200 in rent, with \$100 payable on July 1st and August 1st. The Concession will be open on Sundays, Mondays, Wednesdays, Fridays and Saturdays and may be open on Tuesdays and Thursdays, if staffing is available. The LaCroix's shall also obtain a business license, provide the City with a certificate of liability insurance with the City named as co-insured and are required to adhere to all Health Department requirements.

BEACH CONCESSION AGREEMENT

AGREEMENT is made this _____ day of _____, 2013 between the CITY OF CHARLEVOIX, a Michigan municipal corporation (the "City"), of 210 State Street, Charlevoix, Michigan 49720, and Christian and Tracey LaCroix ("Concessionaire") of 05175 Churchill Drive, Charlevoix, Michigan 49720 as follows:

In consideration of Concessionaire's payment to the City of \$100 Business License fee at the time of signing this agreement, the City grants to Concessionaire the privilege and right of conducting concession sales on the grounds of the Ferry Avenue Beach Park. The Concessionaire shall pay the City \$200, with \$100 payable on July 1st and August 1st. The Concessionaire shall also repair/replace the screen door at the Ferry Beach Concession. If a new door is needed, the new screen door shall be approved by the City Manager, prior to its installation. No other business is to be performed on the premises. The electric and water for the concession shall be paid by the City. The Concessionaire is responsible for paying all costs associated with any propane/gas.

1. The space presently set aside for concession sales at the Ferry Avenue Beach Concession building is not being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee thereof. The Concessionaire's shall comply with all of the requirements of this Agreement. If the Concessionaire defaults in strict and prompt performance of any portion of this Agreement, in lieu of terminating this Agreement without cause upon 7 days notice as described below, the City may immediately or at any time after such default close up and take possession of said area designated for and presently utilized for concession sales at said beach concession and any improvements made thereon, and the license to Concessionaire shall be forfeited together with all privileges to occupy or use any part of said area.
2. Concessionaire shall have no authority whatsoever, nor any power to permit any other person or party to have any interest in or use any part of the premises, building space, or space covered by this concession for any purpose whatsoever. It is the purpose of this Agreement to grant said concession and privilege solely to the Concessionaire and neither directly nor indirectly to any other person or party.
3. Concessionaire shall supply and have ready for sale sufficient quantities of food and drink to satisfy the demands of the patrons of the Ferry Avenue Beach Concessions on Sundays, Mondays, Wednesdays, Fridays and Saturdays; the Concessionaire may be open on Tuesdays and Thursdays, if staffing is available, beginning **Saturday, June 1, 2013** and ending **Labor Day, September 2, 2013**. The Concession will be closed on graduation Sunday, June 2, 2013. The Concessionaire to operate all features of such concession commencing at no later than 11:30 a.m. daily opening, and no later than 9:00 p.m. for closing, if

business permits. Either party may terminate this Agreement without cause upon 7 days written notice to the other party. This Agreement, which includes the license granted by this Agreement, shall terminate on September 2, 2013.

4. It shall be the responsibility of the Concessionaire to maintain the premises in a clean and neat fashion, to assume maintenance of the grounds in the immediate area of the beach concession with respect to any paper, wrappings, or other evidence of concession sales and to insure the efficient operation of said concession by staffing with responsible employees. It shall be the duty of the Concessionaire to inspect the premises, including building, equipment, grounds and appurtenances and promptly report in writing to the City Manager or Street Superintendent any portion of the premises in need of repair.
5. Concessionaire, as well as any persons named above, shall be personally responsible for the management of said concession including but not limited to such important management functions as maintenance of inventory, security of premises, and designation of qualified and responsible employees of Concessionaire.
6. Concessionaire shall at their own cost and expense procure all necessary licenses and official permits necessary for carrying out the provisions of this Agreement, with the exception that the City of Charlevoix shall obtain the Michigan Public Health Department license and the Concessionaire shall comply with the terms of the Michigan Public Health Department license and the applicable sections of the Public Health Code during the term of this Agreement.
7. All notices and orders given to Concessionaire shall be served by delivering a copy thereof to them in person, or by leaving same addressed to Concessionaire at the Ferry Avenue Beach Concession with any person then in charge of same.
8. Concessionaire shall conduct the business of the Ferry Avenue Beach Concession at all times in a courteous, respectful and business-like manner, and the premises shall be kept in a neat, clean and sanitary manner.
9. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at the Ferry Avenue Beach Concession, with the exception that additional concessionaires will be permitted during the Venetian Festival which will include the following dates from July 20 to July 27th, 2013, inclusive.

10. Concessionaire shall not improve or alter the improvements set aside for concession sales at the Ferry Avenue Beach Concession in any manner without the prior written consent of the Manager of the City of Charlevoix. All improvements or alterations so approved and erected or made on the premises shall belong to the City upon expiration or sooner termination of this Agreement.

11. The CITY OF CHARLEVOIX shall not be liable, and Concessionaire waives all claims, for injury or damage to persons or property sustained by Concessionaire or any occupant of the space presently set aside for concession sales at the Ferry Avenue Beach Concession and surrounding areas resulting from:
 - (A) Any part of the building, equipment, or appurtenances in the space set aside at the Ferry Avenue Beach Concession as afore described in need of repair, unless the Concessionaire has reported the need of repair as required by paragraph 4;
 - (B) Any injury or damage resulting directly or indirectly from any act or negligence of Concessionaire.

12. Concessionaire indemnifies the City against all liability, loss, costs, damage, or expense sustained by the City, including reasonable attorney fees and other expenses of litigation arising prior to the termination of this Agreement even if such claims are made after the termination of this Agreement:
 - (A) On account of or which relate to the Concessionaire's exercise of the rights and privileges granted in this Agreement; and/or
 - (B) Arising out of, or directly or indirectly due to, any failure of Concessionaire in any respect promptly and faithfully to satisfy their obligations under this Agreement.

This indemnification provision shall be effective regardless of whether such claims are proximately caused by an act or omission of the Concessionaire (such as a food-related illness that the Concessionaire asserts was caused by a supplier or other third party) and regardless of any such claims resulted from a wrongful act or omission of the Concessionaire. As used in this Agreement, "claims" include, but are not limited to any damage to real or personal property and the injury, illness or death of a person or animal.

13. The City shall not be responsible for any claims arising from any act or omission in connection with the Concessionaire's operation, management or maintenance of any equipment or facilities on the space set aside for concession sales at the Ferry Avenue Beach Concession. Concessionaire shall assume all of such liability and indemnify the City against any liability arising there from. The Concessionaire shall inspect all equipment owned by the City and which is being used by the Concessionaire and shall promptly notify the City in writing if any

repairs are needed. If repairs are needed to any equipment, then such equipment shall not be used without written permission of the City until all repairs have been made.

14. The City shall have no obligation to issue a new license to Concessionaire or enter into a new agreement with Concessionaire in the future.
15. The Concessionaire shall under go a standard background check as is required by all City employees or volunteers who have contact with the public. If the results of that background check are unsatisfactory to the City, then City may terminate this contract immediately and without prior notice. This shall be in addition to the right of either party to terminate this contract as described in paragraph 3.
16. The Concessionaire shall not employ or accept the services of another person as a volunteer on the premises unless the person has been approved in advance by the City. Any person whom the Concessionaire proposes to perform services on the premises shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public.
17. The City of Charlevoix owns a stove hood and an old cooler at the Ferry Beach Concession.

CITY OF CHARLEVOIX

Dated: _____

By: _____

Robert Straebel

Its: City Manager

CONCESSIONAIRE

Dated: _____

By: _____

Christian LaCroix

By: _____

Tracey LaCroix

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of Lake Michigan Beach and Carpenter Street Ball Field Concessions

DATE: April 15, 2013

PRESENTED BY: Jack and Annie Russell

ATTACHMENTS: The Beach House's Proposal
Proposed Concessionaire Agreement

BACKGROUND INFORMATION: Concessionaire's are given the right of first refusal for the following season. The City was advised that the 2012 Lake Michigan Beach and Carpenter Avenue Ball Field concessionaires did not wish to operate the concessions in 2013. On February 21, 2013, the City Clerk's office opened proposals for the Lake Michigan Beach and Carpenter Avenue Ball Field concession stands. The City received only one proposal (attached) from Jack and Annie Russell. The Russell's bid was for both concession stands. The Russell's have proposed to pay the City \$750 for both stands, \$250 payable on June 1st, July 1st and August 1st. The Russell's have some experience as they operated the Lake Michigan Beach concession from 2004 – 2006. As the Russell's are proposing to handle raw foods, they are required to receive and maintain a Certified Food Manager license from the Health Department.

The proposed agreement has the City paying for the electric and water in the concessions, with the concessionaire paying for the gas/propane that is used for cooking.

RECOMMENDATION: Staff recommends that the City Council make a motion "Authorize the City Manager to sign the agreement, contingent the Russell's obtaining a business license, giving the City \$750 for both concession stands; \$250 payable on June 1st, July 1st and August 1st, receive and retain Certified Food Manager License from Health Department and providing the City with a certificate of liability insurance with the City named as co-insured."

We would like to propose a combined Seasonal bid of \$750.00 (mid-June to Sept) for **BOTH** the Michigan Beach Concession ('the beach house') *as well as* the Carpenter St Baseball Field concession stand to be paid at \$250.00 per month. However, our primary bid is for the Michigan Beach Concession at the above price if Carpenter St is not available.

We are life-long community members of Charlevoix and value our local friends and neighbors as well as our summer visitors. We can provide numerous personal references along with the 3 professional references provided below-

Mel Morrison – Marion Center Rd (231)675-5402

Mary K Adams – Michigan Ave. (231) 437-0301

Lori Silva – Bridge St GLF ltd (231)547-6118

Menu—Michigan Beach Concession ('The Beach House')

From The Grill

Hot Dog - \$2.50

Hamburger - \$4.95

Gyro (with lettuce, tomato, onion, feta, & cuke sauce on a warm pita) \$5.25

Grilled Cheese \$2.50

Chili Dog \$3.25

Hand Cut French Fries \$2.00

Whitefish Fritters w/ dipping sauce (4) \$5.25

Cold Sandwiches & Salads

Tabouli Salad with Pita - \$4.95

Cherry Chicken Salad Salad on a Croissant - \$ 5.95

Snacks & Drinks

Soft Pretzel - \$1.25

Bag of Chips - .75

Ice Cream Novelties – \$1.25+

Soda (can) - \$1.00

Concession Stand(s) RFB

Workers and Managers:

Managers on Duty (operators) – Annie and/or Jack Russell/Cooks

Window/Cashiers – Jack Russell jr (17), Cory Russell (21)

*Please note- if the combined bid is accepted for both concession stands additional employees may be hired as needed.

Jack and Annie Russell have a combined 50 years' experience in all aspects of food service and retail. Both have worked in kitchens, dining rooms, and as managers covering scheduling, hiring and terminating of employees, purchasing, and menu development. Our experience has been locally at the Villager Pub, Great Lakes Whitefish n Chips, Stafford's, King's (remember that one!?), and as previous concession stand operators at Michigan Beach. We love providing positive memories to our Charlevoix locals and visitors.

Our two employees are our son (Jack) and nephew (Cory) who are both personable, clean, and experienced in customer service. Jack has worked at Kmart and previously at the concession and Cory is a current employee of Olson's and a former employee of Charlevoix Cinema 3. Each will be trained in the correct cleaning and sanitizing techniques that are health department approved as well as obtaining the appropriate health department safe food certificates.

At this time we have no site alterations or improvements in mind. If this is to change at all during the Season we will send our request in writing to the City of Charlevoix.

We understand that there is equipment already on site at Michigan Beach and we intend to add the following for daily operations: Soft Pretzel Machine, Crockpot(s), Assorted Pans, Utensils, Cutting Boards, 2 Cash Registers, and Cleaning and De-greasing/sanitizing Supplies. At the Carpenter St location we may purchase equipment from the previous operator but it is not a requirement for immediate operations.

Our cleaning schedule will be posted with a shift check list and will require nightly sanitizing of all surfaces—floors, cooking equipment, counter tops, etc. Dishes will be hand washed in an approved 3 bay sink with proper sanitizing solution and will be air-dried. Sweeping, wiping, and maintaining a neat and safe environment will be required at all times.

We will provide all required licensing, insurance papers, etc. at the time of our bid's acceptance.

We acknowledge that the propane cost is our responsibility at Michigan Beach.

Bottled Water - \$1.00

Fresh Fruit and Yogurt Smoothies - \$4.25

Menu – Carpenter St Base Ball Field Concession

Hot Dog - \$2.25

Chips - .75

Assorted Ice Cream - \$1.25+

Soda (can) - \$1.00

Bottled Water - \$1.00

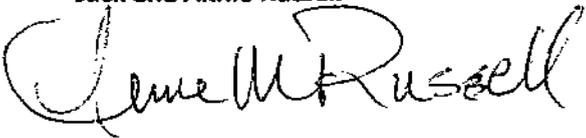
Assorted Candy - \$1.00+

Popcorn - \$1.25+

In closing we would like to thank you for taking the time to accept our proposal. We would love to have the opportunity to operate both concessions at our proposed bid but will be honored to operate Michigan Beach again as a stand-alone if the combined bid is not acceptable.

Sincerely,

Jack and Annie Russell



BEACH CONCESSION AGREEMENT

AGREEMENT is made this _____ day of _____, 2013 between the CITY OF CHARLEVOIX, a Michigan municipal corporation (the "City"), of 210 State Street, Charlevoix, Michigan 49720, and Jack and Annie Russell ("Concessionaire") of P. O. Box 393, Charlevoix, Michigan as follows:

In consideration of Concessionaire's payment to the City of a \$100 Business License fee at the time of signing this agreement and a payment of \$750, payable in installments of \$250 on June 1st, July 1st and August 1st, the City grants to Concessionaire the privilege and right of conducting concession sales on the grounds of the Lake Michigan Beach and Carpenter Avenue Ball Field. No other business is to be performed on the premises. The utilities for the concessions shall be paid by the City. The Concessionaire is responsible for paying all costs associated with propane/gas.

1. The space presently set aside for concession sales at the Lake Michigan Beach and the Carpenter Avenue Ball Field buildings is not being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee thereof. The Concessionaire's shall comply with all of the requirements of this Agreement. If the Concessionaire defaults in strict and prompt performance of any portion of this Agreement, in lieu of terminating this Agreement without cause upon 7 days notice as described below, the City may immediately or at any time after such default close up and take possession of said area designated for and presently utilized for concession sales at said beach concession and any improvements made thereon, and the license to Concessionaire shall be forfeited together with all privileges to occupy or use any part of said area.
2. Concessionaire shall have no authority whatsoever, nor any power to permit any other person or party to have any interest in or use any part of the premises, building space, or space covered by this concession for any purpose whatsoever. It is the purpose of this Agreement to grant said concession and privilege solely to the Concessionaire and neither directly nor indirectly to any other person or party.
3. Concessionaire shall supply and have ready for sale sufficient quantities of food and drink to satisfy the demands of the patrons of the Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions at all times on every day for a term beginning **Friday, May 24, 2013** and ending **Labor Day, September 2, 2013**, and to operate all features of such concession commencing at no later than 11:00 a.m. daily opening, and no later than 9:00 p.m. for closing, if business permits. Either party may terminate this Agreement without cause upon 7 days written notice to the other party. This Agreement, which includes the license granted by this Agreement shall terminate on September 2, 2013.

4. It shall be the responsibility of the Concessionaire to maintain the premises in a clean and neat fashion, to assume maintenance of the grounds in the immediate area of the beach concession with respect to any paper, wrappings, or other evidence of concession sales and to insure the efficient operation of said concession by staffing with responsible employees. It shall be the duty of the Concessionaire to inspect the premises, including building, equipment, grounds and appurtenances and promptly report in writing to the City Manager or Street Superintendent any portion of the premises in need of repair.
5. Concessionaire, as well as any persons named above, shall be personally responsible for the management of said concession including but not limited to such important management functions as maintenance of inventory, security of premises, and designation of qualified and responsible employees of Concessionaire.
6. Concessionaire shall at their own cost and expense procure all necessary licenses and official permits necessary for carrying out the provisions of this Agreement, with the exception that the City of Charlevoix shall obtain the Michigan Public Health Department license and the Concessionaire shall comply with the terms of the Michigan Public Health Department license and the applicable sections of the Public Health Code during the term of this Agreement.
7. All notices and orders given to Concessionaire shall be served by delivering a copy thereof to them in person, or by leaving same addressed to Concessionaire at the Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions with any person then in charge of same.
8. Concessionaire shall conduct the business of the Lake Michigan Beach and the Carpenter Street Ball Field Concessions at all times in a courteous, respectful and business-like manner, and the premises shall be kept in a neat, clean and sanitary manner.
9. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at Lake Michigan Beach with the exception that additional concessionaires will be permitted during the Venetian Festival, which will be from July 20, 2013 to July 27, 2013, inclusive. The CITY OF CHARLEVOIX acknowledges that Little League has a concession near its field at the west end of the Carpenter Street Ball Field. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at the Carpenter Avenue Ball Field Concession.

10. Concessionaire shall not improve or alter the improvements set aside for concession sales at the Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions in any manner without the prior written consent of the Manager of the City of Charlevoix. All improvements or alterations so approved and erected or made on the premises shall belong to the City upon expiration or sooner termination of this Agreement.

11. The CITY OF CHARLEVOIX shall not be liable, and Concessionaire waives all claims, for injury or damage to persons or property sustained by Concessionaire or any occupant of the space presently set aside for concession sales at the Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions and surrounding areas resulting from:
 - (A) Any part of the building, equipment, or appurtenances in the space set aside at the Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions as afore described in need of repair, unless the Concessionaire has reported the need of repair as required by paragraph 4;
 - (B) Any injury or damage resulting directly or indirectly from any act or negligence of Concessionaire.

12. Concessionaire indemnifies the City against all liability, loss, costs, damage, or expense sustained by the City, including reasonable attorney fees and other expenses of litigation arising prior to the termination of this Agreement even if such claims are made after the termination of this Agreement:
 - (A) On account of or which relate to the Concessionaire's exercise of the rights and privileges granted in this Agreement; and/or
 - (B) Arising out of, or directly or indirectly due to, any failure of Concessionaire in any respect promptly and faithfully to satisfy their obligations under this Agreement.

This indemnification provision shall be effective regardless of whether such claims are proximately caused by an act or omission of the Concessionaire (such as a food-related illness that the Concessionaire asserts was caused by a supplier or other third party) and regardless of any such claims resulted from a wrongful act or omission of the Concessionaire. As used in this Agreement, "claims" include, but are not limited to any damage to real or personal property and the injury, illness or death of a person or animal.

13. The City shall not be responsible for any claims arising from any act or omission in connection with the Concessionaire's operation, management or maintenance of any equipment or facilities on the space set aside for concession sales at the

Lake Michigan Beach and the Carpenter Avenue Ball Field Concessions. Concessionaire shall assume all of such liability and indemnify the City against any liability arising there from. The Concessionaire shall inspect all equipment owned by the City and which is being used by the Concessionaire and shall promptly notify the City in writing if any repairs are needed. If repairs are needed to any equipment, then such equipment shall not be used without written permission of the City until all repairs have been made.

14. The City shall have no obligation to issue a new license to Concessionaire or enter into a new agreement with Concessionaire in the future.
15. The Concessionaire shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public. If the results of that background check are unsatisfactory to the City, then City may terminate this contract immediately and without prior notice. This shall be in addition to the right of either party to terminate this contract as described in paragraph 3.
16. The Concessionaire shall not employ or accept the services of another person as a volunteer on the premises unless the person has been approved in advance by the City. Any person whom the Concessionaire proposes to perform services on the premises shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public.
17. The City of Charlevoix owns a grill, fryer, refrigerator, freezer, large cooler in the storage room at Lake Michigan Beach and at the Carpenter Avenue Ball Field Concession the City owns large a Pepsi cooler/frig.

CITY OF CHARLEVOIX

Dated: _____

By: _____
Robert Straebel
Its: City Manager

CONCESSIONAIRE
The Beach House (dba Northern Visions)

Dated: _____

By: _____
Jack Russell

Dated: _____

By: _____
Annie Russell

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of Artist's Walk at Lake Michigan Beach

DATE: April 15, 2013

PRESENTED BY: Jack and Annie Russell

ATTACHMENTS: Request from Annie and Jack Russell
Aerial of Michigan Beach showing artists area

BACKGROUND INFORMATION: Annie and Jack Russell are seeking to be the Concessionaire for both the Carpenter Street Ball Field and Lake Michigan Beach. As local artists, they have expressed a desire to host a 'Sunday Morning Artists' Walk' next to the Lake Michigan concession. The show, which would have no more than 15 artists, would permit local and regional artists to show and sell their art work. Attached is a map showing the area they wish to use for the events. The shows will be held on Sundays from 9:00 a.m. to 2:00 p.m. for the majority of the summer season. The Russell's are proposing to split the booth fees of \$30 with the City. The 10'x 10' tents will NOT have stakes. The artists will have to use sand bags or cement blocks to anchor the tents. There are underground electric lines in the park, which must be protected.

The Russell's do not wish to hold the show on June 2 (Graduation Sunday) or on July 21 (when the Venetian 3 x 3 basketball tournament is held at Lake Michigan Beach). The Charlevoix Area Chamber of Commerce has been informed of the Russell's request. The Chamber will be hosting their Summer Solstice Art Show on Saturday, June 29 and Sunday, June 30 and the Art and Craft Show on Saturday, July 13 and Sunday, July 14 in East Park. Castle Farms is hosting their Fiber Arts Festival on Saturday, July 27 and Sunday, July 28 and their Royal Craft show on Saturday, August 31 and Sunday September 1. The Russell's have stated that they do not feel their event will be in conflict with the Chamber or Castle Farms events.

The City Clerk has voiced concerns on the proposal. She will be at the meeting to discuss the item. The Clerk advises that she is uncertain if the 'Sunday Morning Artists' Walk' will require a business license and will include that information in her report.

RECOMMENDATION: A motion for Council's consideration, which can be changed as Council desires is - "Authorize the 'Sunday Morning Artists' Walk' to be held at Lake Michigan Beach for no more than 15 vendors, contingent upon the Russell's obtaining a mass gathering permit for the 'Sunday Morning Artists' Walk' and providing the City with a certificate of liability insurance with the City named as co-insured. The 'Sunday Morning Artists' Walk' may be required by the Clerk's office to obtain a business license. The 'Sunday Morning Artists' Walk' will be held on Sunday, May 26th, June 9, June 16, June 23, June 30, July 7, July 14, July 28, August 4, August 11, August 18, August 25 and September 1."

March 26, 2013

Re.: Proposal to the City of Charlevoix

To whom it may concern-

We are renting the Michigan Beach concession building as well as the ball field concession for the summer season of 2013. It is our belief that a small Artists' Walk would be a benefit to the beach park area as well as the city itself.

It is our desire to host and manage a Sunday morning Artists' Walk in the park to the west of the Michigan Beach concession building with designated spaces --of 10'x10' each-- for approx. 15 artists. This would be a juried show allowing local and regional artists to show and sell their wares at a weekly venue. The Artists' Walk would be from 9am-2pm Sunday's -- excluding fair and festival times where the park is already in use. The start date is proposed to be Sunday, May 26 with the Walk running Sunday mornings through the season (excluding June 2-Graduation day for Charlevoix High School).

Additionally we would like to pay the City of Charlevoix \$15.00 from each confirmed booth fee of \$30.00 as rent for the use of the park space.

As hosts we will be on sight to manage and help with tent set-ups, questions and concerns from vendors as well as visitors and to maintain the park grounds. We will also jury the prospective artists and provide the literature and waivers that the city will deem necessary.

We sincerely hope that the city will accept this proposal as we believe a Sunday Morning Art Walk would provide additional interest and fun to the Michigan Beach Park for the summer months.

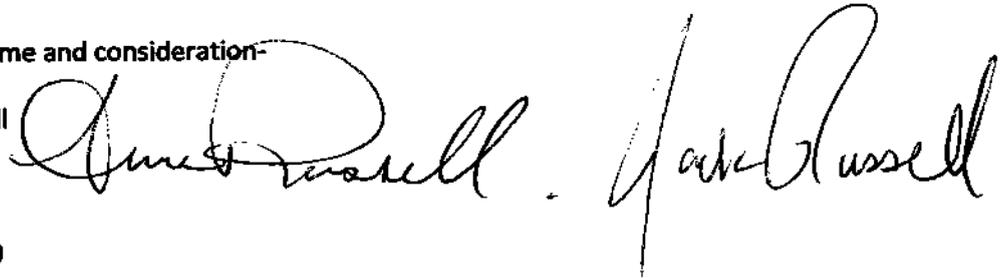
Thank you for your time and consideration-

Jack and Annie Russell

PO Box 393

Charlevoix, Mi. 49720

(231)675-1714 or (231)330-2734

Handwritten signatures of Jack and Annie Russell in black ink. The signature for Jack Russell is on the left and the signature for Annie Russell is on the right.

RECEIVED

MAR 26 2013

CITY OF CHARLEVOIX

MICHIGAN BEACH

GRANT ST.

62

0018

PALM

08.00

9

209.46

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Fund Balance Policy

DATE: April 15, 2013

PRESENTED BY: Rick Brandi *rb*

ATTACHMENTS: City of Charlevoix Proposed Fund Balance Policy in Accordance with GASB No. 54

BACKGROUND INFORMATION: At the recommendation of our auditors at Rehmann and to comply with the recently adopted GASB 54, the following policy is proposed to City Council. The policy will ensure that adequate fund balances are maintained, providing adequate cash flow for daily needs and to provide funds for unforeseen expenditures. This policy will insure that adequate funds are maintained to maintain our bond rating and to offset revenue reductions or shortfalls. This policy has been modified by staff for the City of Charlevoix and is the recommended format of the Governmental Finance Officers Association. Our auditors have also reviewed the policy, made minor changes and agreed with our approach.

RECOMMENDATION: City Council approve the Fund Balance Policy to take effect immediately in order to comply with GASB 54.

City of Charlevoix, Michigan
Fund Balance Policy in Accordance with GASB Statement No. 54

Purpose. The following policy has been adopted by the Charlevoix City Council in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, *Fund Balance Reporting and Governmental Fund Definitions*. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City's fund balance and reserve policies.

Fund type definitions. The following definitions will be used in reporting activity in governmental funds across the City. The City may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

The General Fund is used to account for all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of *specific revenue sources* that are *restricted or committed* to expenditures for *specific purposes*.

Debt service funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

Capital projects funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the government's purposes.

Fund balance reporting in governmental funds. Fund balance will be reporting in governmental funds under the following categories using the definitions provided by GASB Statement No. 54:

Nonspendable fund balance

Definition – includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Classification – Nonspendable amounts will be determined before all other classifications and consist of the following items (as applicable in any given fiscal year):

- The City will maintain a fund balance equal to the balance of any long-term outstanding balances due from others (including other funds of the government)
- The City will maintain a fund balance equal to the value of inventory balances and prepaid items

Restricted fund balance

Definition – includes amounts that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.

Committed fund balance

Definition – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority.

Authority to Commit – Commitments will only be used for specific purposes pursuant to a formal action of the City Council. A majority vote is required to approve a commitment and a two-thirds majority vote is required to remove a commitment. Committed fund balances may be used for the following circumstances:

- A flood, tornado, or other catastrophic event that results in a declared state of emergency, which would require cash up front for response and/or to match for Federal disaster funds for such an event
- Loss of an individual revenue source, such as State revenue-sharing, within a fiscal year without advance warning
- Unanticipated public health or public safety events such as a pandemic or civil unrest requiring cash flow until and if sustaining, replacement, or reimbursement funding is available

Assigned fund balance

Definition – includes amounts intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed.

Authority to Assign – The City Council delegates to the City Manager or his/her/their designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.

Unassigned fund balance

Definition – includes the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Operational guidelines. The following guidelines address the classification and use of fund balance in governmental funds:

Classifying fund balance amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include nonspendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The General Fund may also include an unassigned amount.

Prioritization of fund balance use in the General Fund – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the City of Charlevoix to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the City of Charlevoix that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

Replenishing deficiencies – when fund balance falls below the minimum 23% percent range, the City will replenish shortages/deficiencies using the budget strategies and timeframes described below.

The following budgetary strategies shall be utilized by the City to replenish funding deficiencies:

- The City will reduce recurring expenditures to eliminate any structural deficit or,
- The City will increase taxes (if possible), fees for services or pursue other funding sources, or,
- Some combination of the two options above

Minimum fund balance deficiencies shall be replenished within the following time periods:

- Deficiency resulting in a minimum fund balance of less than 15% percent shall be replenished over a period not to exceed one year
- Deficiency resulting in a minimum fund balance between 16% percent and 20% percent shall be replenished over a period not to exceed three years
- Deficiency resulting in a minimum fund balance of less than 23% percent shall be replenished over a period not to exceed five years

Surplus fund balance – Should unassigned fund balance of the General Fund ever exceed the maximum 40% percent range, the City will use such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

Implementation and review. Upon adoption of this policy the City Council authorizes the City Manager to establish any standards and procedures which may be necessary for its implementation. The City Manager shall review this policy at least every three (3) years and make any recommendations for changes to the City Council.



**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to approve tree, limb and stump removal bid

DATE: April 15, 2013

PRESENTED BY: Pat Elliott

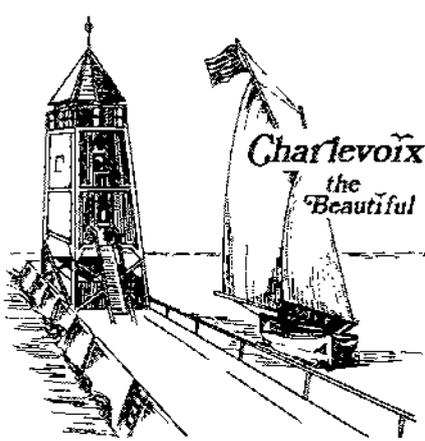
ATTACHMENTS: Bid tab from bid opening

BACKGROUND INFORMATION: The City of Charlevoix recently advertised for the service of removing dead or dying trees, pruning trees in decline and grinding the stumps of the trees that are removed. On March 28, 2013 we opened three sealed bids see attachment. Wilcome Tree Service was the low bidder. We are currently under contract with Willcome to provide this service, and have been for a number of years. To date Willcome has completed this work in a safe and efficient manner and I feel more than comfortable continuing to work with them.

The pricing from Willcome Tree Service has not changed compared to the bid they provided back in 2011.

If approved by Council this agreement with Wilcome Tree service will be for a two year period.

RECOMMENDATION: It is my recommendation that we accept the unit pricing provided by Willcome Tree Service and enter into a two year agreement with them. This agreement will be for a not to exceed price of \$22,700.00 for each of the next two years.



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

Tree Trimming and Stump Grinding
 Bid Opening
 Clerk's Office/Main Floor

March 28, 2013 – 2:30 p.m.

Bidder Name & Contact Info	Bid Amount
Wilcome Tree Service 1416 Maxwell Petoskey, MI 49770	Hazardous Limb = $\$75 \times 200 = \$15,000$ Tree Removal = $\$320 \times 20 = \$6,400$ Stump Removal = $\$65 \times 20 = \$1,300$
ProCare Tree Service, LLC 675 Clyde Court Byron Center, MI 49315	Hazardous Limb = $\$85 \times 200 = \$17,000$ Tree Removal = $\$1,050 \times 20 = \$21,000$ Stump Removal = $\$225 \times 20 = \$4,500$
ProLine Clearance 4400 Dove Road Port Huron, MI 48060	Hazardous Limb = $\$175 \times 200 = \$35,000$ Tree Removal = $\$800 \times 20 = \$16,000$ Stump Removal = $\$110 \times 20 = \$2,200$

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to approve agreement with Arrow Uniform

DATE: April 15, 2013

PRESENTED BY: Patrick Elliott

ATTACHMENTS: Bid Tab

BACKGROUND INFORMATION: The City of Charlevoix advertised for the service of providing work uniforms to City employees within the Electric, Wastewater/Water Treatment Plants and the Public Works Department.

On March 28, 2013 we opened two bids: one from Arrow Uniform; and one from Cintas. Arrow Uniform is who we are currently contracted with and they were again the low bidder for providing this service. Throughout the existing contract we have had a few issues with the company's performance but all issues we have had have been resolved. The cost for the new uniforms, which includes washing, pickup and delivery, repair etc., is listed out in the attachment.

If this item is approved by Council this agreement would be for a three year period and run through May of 2016.

RECOMMENDATION: It is my recommendation that we accept the bid as presented by Arrow Uniform and enter into a 3 year contract with them.



April 2, 2013

March 26, 2013

City of Charlevoix
Attn: City Clerk, Carol Ochs

Please accept the following bid regarding our continued rental service to your account. The proposed pricing would remain constant for the full term of your purchase order.

Eleven Long Sleeve Shirts, Eleven Short Sleeve Shirts & Eleven Pants will be provided

100% Cotton	\$6.50 Weekly
Perma Press	\$5.50 Weekly
Executive Shirts & Pleated Pants <i>ARC-2 (see specs in email)</i>	\$7.50 Weekly <i>SC</i>
Fire Retardant – Min Rating of HRC-1 (short sleeve 100% Cotton)	\$8.50 Weekly <i>\$9.15 weekly</i>
Cotton Coveralls (5 pair)	\$2.25 Weekly

(A Damage Maintenance charge of \$.04 per piece for FR garments and \$.01 per piece for all other garments will be added)

Red Shop Towels (per unit) (7% ARC @ \$.45 each)	\$0.05 Weekly
Air Freshener System	\$2.50 Weekly
3'x5' Mat Service per unit	\$2.40 E/O/W
3'x10' Mat Service per unit	\$4.80 E/O/W
4'x8' Mat Service per unit	\$5.12 E/O/W

Installation Charge for New Employees and Size/Style Changes	\$1.50 per garment
Name Emblems for New Employees and Size/Style Changes	\$.50 per garment
Company Emblem for New Employees and Size/Style Changes	\$1.00 per garment
No Environmental, Energy or Minimum Charges	

If the City of Charlevoix exercises its right to terminate the agreement prior to the end of 36 months, Arrow Uniform reserves the right to charge the City of Charlevoix for any garment not in rental service for a period of at least 12 months at the then prevailing shortage/replacement rates.

Please contact me with any questions or concerns at (989) 348-4396

Steven R. Jackson

Customer Service Representative
Arrow Uniform

Linda Weller

From: Pat Elliott [chxdpw@sbcglobal.net]
Sent: Tuesday, April 02, 2013 3:14 PM
To: Linda Weller
Subject: FW: Updated bid and FR specs
Attachments: 20130402113359787.pdf

Importance: High

Linda,

Attached is the attachment for the Uniform agenda item.

Pat

From: Jackson, Steve [mailto:Steve.Jackson@arrowuniform.com]
Sent: Tuesday, April 02, 2013 11:51 AM
To: Pat Elliott
Subject: Updated bid and FR specs
Importance: High

Pat – listed below are the specs for the FR garments. The long sleeve shirt and pants exceed the 8cal/cm² (see below). So you have it in writing, FR t-shirts are not designed to be worn as an outer layer. They are designed to be worn under other FR garments to further increase the FR protection rating. They even make FR underwear.

I have also attached a copy of the bid with the new price that I gave you. It's handwritten but I did initial and date it for you. If you need anything else let me know.

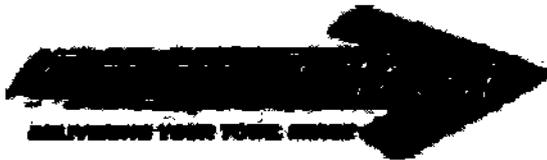
Work Shirt - EXCEL FR® ComforTouch®, Lt. Blue

Two-piece, lined collar > Two chest pockets with button flap closures and sewn-in pencil stall > Hemmed front with button closure > One-piece, lined cuff with button closure > Sleeve vents
Fabric: EXCEL FR® ComforTouch® Flame-resistant, 7 oz., 88% Cotton / 12% Nylon
Care: Home Wash and Industrial Wash
Protection: Arc Rating ATPV 8.6 calories/cm²

Work Pant - EXCEL FR®, Navy

Innerlined waistband with button closure > Two slack style front pockets > Two set-in hip pockets > Left hip pocket with button closure > Women's style has updated fit
Fabric: EXCEL FR® Flame-resistant, 9 oz. Twill 100% Cotton
Care: Home Wash and Industrial Wash
Protection: Arc Rating ATPV 11.2 calories/cm²

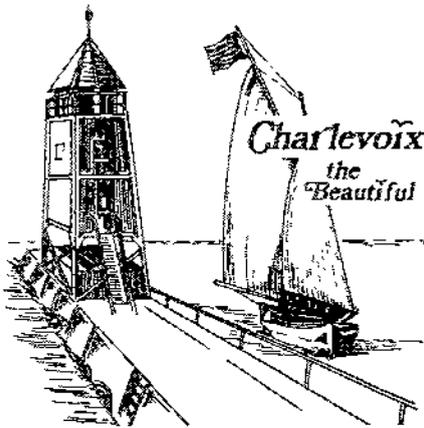
Steven R. Jackson
Customer Service Representative
Grayling Branch
(989) 348-4396
steve.jackson@arrowuniform.com



Family owned since 1937, three generations of service excellence!
Uniform Rental/Lease, Logo Apparel Purchase, Mat Rental Services, Restroom Services,
Towels/Aprons/Dust, Health & Safety Products, Full Service Dry Cleaning, & Hospitality/Healthcare!

Confidentiality Statement:

This message (including any attachments) is intended only for the individual or entity to which it is addressed. It may contain privileged, confidential information that is exempt from disclosure under applicable laws. If you are not the intended recipient, please note that you are strictly prohibited from disseminating or distributing this information (other than to the intended recipient) or copying this information. If you have received this communication in error, please notify us immediately by e-mail or by telephone at (989) 348-4396. To learn more about Arrow Uniform, please visit our website at <http://www.arrowuniform.com>.



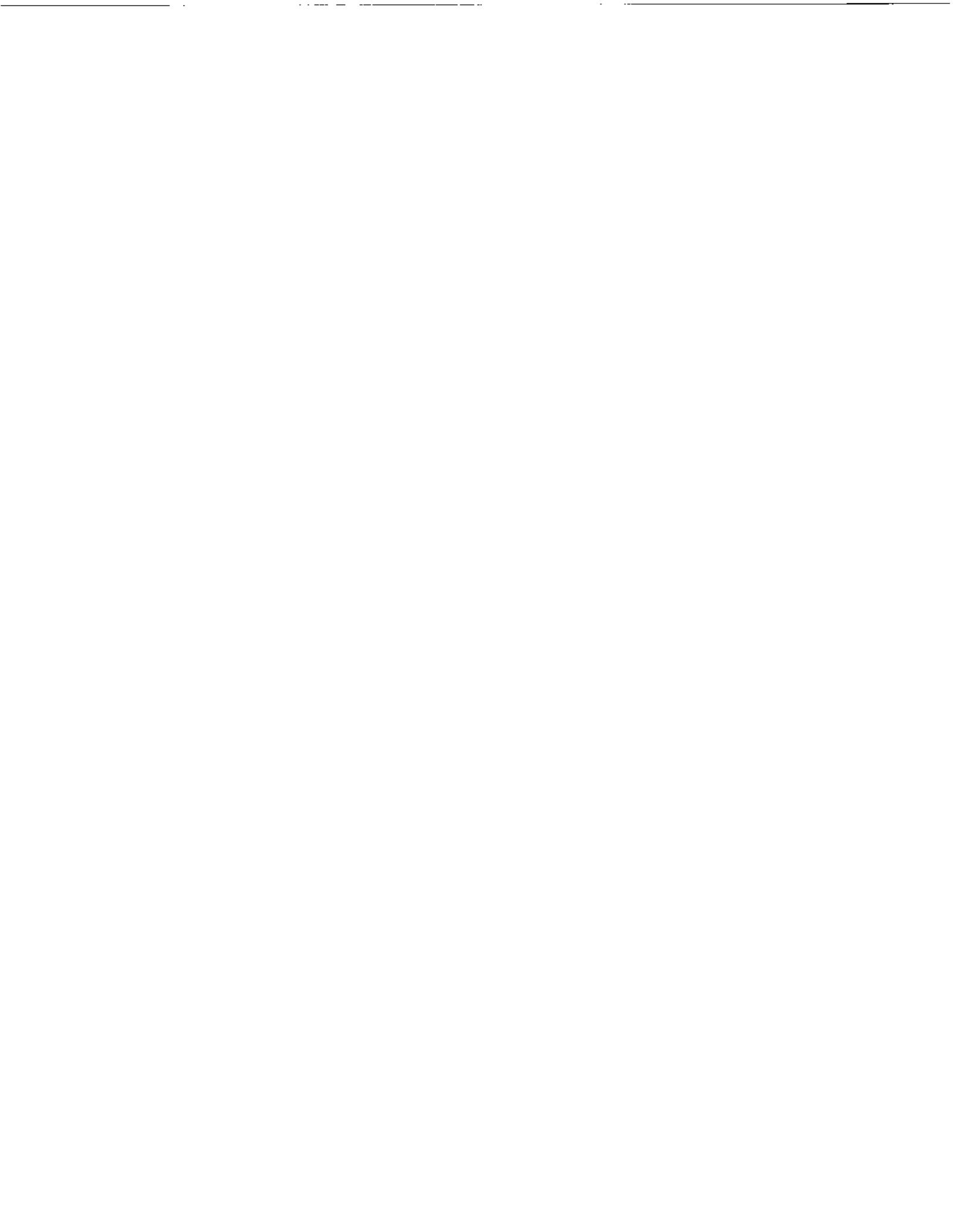
CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

Work Uniforms Bid Opening Clerk's Office/Main Floor

March 28, 2013 – 2:15 p.m.

Bidder Name & Contact Info	Item	Bid Amount
Arrow Uniform 1194 S. I-75 Business Loop Grayling, MI 49738	11 Long Sleeve, 11 Short Sleeve and 11 Pants	
	100% Cotton	\$6.50/wk
	Perma Press	5.50/wk
	Executive Shirts & Pleated Pants	7.50/wk
	Fire Retardant	8.50/wk
	Cotton Coveralls (5 pair)	2.25/wk
	Damage maintenance charge for FR garments	0.04
	Damage maint. charge all other garments	0.01
	Shop towels/each	0.05
	7% ARC	0.45
	Air Freshener System	2.50/wk
	3'x5' Mat Service/each	2.40 E/O/W
	3'x10' Mat Service/each	4.80 E/O/W
	4'x8' Mat Service/each	5.12 E/O/W
	Installation charge for new employees and size/style changes	1.50/garment
	Name emblems for new employees and size/style changes	0.50/garment
	Company emblem for new employees and size/style changes	1.00/garment
Cintas 6881 US 131 North Fife Lake, MI 49633	11 Shirts and 11 Pants	
	100% Cotton	\$6.82/wk
	Poly Blend	5.94/wk
	Executive Shirts & Pleated Pants	7.70/wk
	Fire Retardant	9.24/wk
	Cotton Coveralls (5 pair)	2.75/wk
	Damage maintenance charge for FR garments	-
	Damage maint. charge all other garments	-
	Shop towels/each	0.10/wk
	7% ARC	-
	Air Freshener System	2.00/wk
	3'x5' Mat Service/each	3.50/EO wk
	3'x10' Mat Service/each	5.50/EO wk
	4'x6' Mat Service/each*	4.50/EO wk
	Installation charge for new employees and size/style changes	-
	Name emblems for new employees and size/style changes	-
	Company emblem for new employees and size/style changes	-
**All custom emblem costs waived for 1 st 30 days		
Service Charge	5.99/visit	



**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Approval of Job Description

DATE: April 15, 2013

PRESENTED BY: Rob Straebel, City Manager

ATTACHMENTS: Airport Operations Manager Job Description

BACKGROUND INFORMATION:

Job descriptions for all employees are approved by City Council. A review is done either on a periodic basis or at the time the position becomes vacant. This review helps ensure the descriptions accurately reflect the job duties, skills, knowledge, abilities, and requirements.

The Operations Manager position recently became vacant. As part of the recruiting processing, the job description was reviewed and updated for accuracy in duties and requirements.

RECOMMENDATION: To adopt the job description as written.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Appointments

DATE: April 15, 2013

PRESENTED BY: Carol Ochs

ATTACHMENTS: Appointment listing

BACKGROUND INFORMATION:

The following appointments are expired/expiring:

DDA (4/13, or until successor is appointed)

Mayoral Appt – 4 yr term

Dan Barron

Todd Wyett

Planning Commission (First Monday in April, or until successor is appointed)

Mayoral Appt – 3 yr. term

John Elzinga

John Hess

Sherm Chamberlain

Housing Commission (Third Monday in April)

Mayoral Appt – 5 yr term

Jim Jinsky

Historic District Commission

Mayoral recommendation/Council Approval

Hans Wiemer, 06-10

The following vacancies exist:

Planning Commission, term expiring 04/14

Shade Tree Commission, term expiring 12/31/15

The following appointments will expire in June 2013:

Linda Mason, Historic District Commission

Rick Brandi, District Library Board

RECOMMENDATION:

Motions to appoint/reappoint various members to various boards as needed.

CHARLEVOIX CITY COUNCIL

Norman L. (Boogie) Carlson, Jr. (Lisa) 105 Eaton Ave.	11/2010 (11/2004)	547-1938 547-0152 675-4561	Business Home Cell
Jim Young, City Attorney 104 E. Forest Home, P.O. Box 398 Bellaire, MI 49615		231-288-7700 231-533-6225	Cell Bellaire Fax
<i>If not available, contact Bryan Graham, Assistant City Attorney at Bellaire Office: 231-533-8635</i>			
Carol Ochs, City Clerk 210 State St.	11/2011 (06/2004)	547-3250 547-3617 547-9352 (Please use sparingly)	City Hall Fax Home
<u>First Ward</u> Dennis Kusina (Peggy) 205 Elm St.	11/2011 (11/2007)	547-4844 231-590-5290	Home Cell
Lyle Gennett (Gayle) 217 Clinton St	11/2012 (11/2006)	547-5598 675-5398	Home Cell
<u>Second Ward</u> Bryan Vollmer (Jenn) 405 W. Lincoln	11/2011 (11/2009)	237-9493 675-4699	Home Cell
Greg Stevens (Ginger) 200 Sheridan PO BOX 174	11/2012 (11/2006)	330-1429	Cell
<u>Third Ward</u> Jill Picha, Deputy Mayor (Nov 08-10)(John) 122 Belvedere Ave.	11/2011 (11/2007)	547-4169 675-8069	Home Cell
Shane Cole (Chris) 504 May St	11/2012 (11/2008)	547-4991	Home

APPOINTMENTS

Rob Straebel	City Manager	09-04-07
Richard Brandi	City Treasurer	06-29-87
James Young	City Attorney	04-01-89
Gerard Doan	Chief of Police	01-16-06
Paul Ivan	Fire Chief	03-17-03

ZONING BOARD OF APPEALS

COUNCIL APPOINTMENT - THREE YEAR TERMS - 5 MEMBERS/2 ALTERNATES

(Appointments need to be made within 30 days after expiration)

Patricia Miller 121 Hampton Road 547-5225-H 437-0924 - C	11-07-11 (11-07-11)	12-31-13
Greg Bryan (Alternate) 108 Belvedere Ave. 231-499-7608 (cell)	05-07-12 (05-07-12)	12-31-13
Larry Sullivan (Alternate) 222 Sherman 547-5415, 237-0377 H 547-7234 -W	02-20-12 (11-06-06)	12-31-14
Greg Withrow - CHAIR 202 Elm Street 547-5516-H	02-20-12 (01-4-93)	12-31-14
Ann Gomey 116 E. Hurlbut 547-5315 - H 547-8234 - W (231) 881-5495 - C	03-19-12 (03-19-12)	12-31-14
Gary Anderson 1111 Beacon 237-9307-H 881-5124-C	01-07-13 (09-18-00)	12-31-15
VACANCY	00-00-00 (00-00-00)	12-31-15

**DOWNTOWN DEVELOPMENT AUTHORITY
MAYORAL APPOINTMENT**

**FOUR YEAR TERM - EIGHT MEMBERS
(OR UNTIL SUCCESSOR IS APPOINTED)**

MAYOR IS A MEMBER OF THE DDA

Mayor Norman L. (Boogie) Carlson, Jr.
105 Eaton Ave.
675-4561-C
547-0152-H

11-15-04 Term

REGULAR DDA MEMBERS

Dan Barron
309 Petoskey Ave.
P. O. Box 309
547-9950-O 547-2977-FAX
547-4124-H

04-20-09 4-13
(8-2-93)

Todd Wyatt
808 E. Dixon
(248) 352-2454 - (O)
(231)675-4151 - Cell

10-03-11 4-13
(10-03-11)

Kirby Dipert – SEC/TREAS
12480 Country Club Dr.
547-4359-O
547-7007-H

04-19-10 4-14
(05-15-06)

Gina Whitney
304 Meech
547-0818 - O
547-1965 - H

04-19-10 4-14
(04-20-09)

John Yaroch
203 Bridge St.
547-9905-O
547-4580-H 675-2555-Cell

10-03-11 4-15
(02-17-03)

Hugh Mason - CHAIR
300 Clinton St.
547-4911-O 547-5911-FAX

10-03-11 4-15
(4-4-82)

Fred DiMartino
04003 U S 31, South
547-7511-H

03-19-12 4-16
(11/20/95)

Jeannine Wallace – VICE CHAIR
103 Grant St.
547-2342-H

01-21-13 4-16
(4-12-82 to 4-12-89)
(04-12-92)

DDA Executive Director Keith Carey
Linda Weller, Recording Secretary for DDA

PLANNING COMMISSION

MAYORAL APPOINTMENT

THREE YEAR TERMS - NINE MEMBERS

Terms expire the first Monday in April, or until a successor is appointed

Adam Whitley 410 Robinson 675-9988 - H 675-2820 - C	01-21-13 (01-21-13)	04-14
VACANCY	00-00-00 (00-00-00)	4-14
Toni Felter 116 E. Hurlbut 547-5315 -H	01-16-12 (11-17-08)	4-14
Dan Buday 305 Burns 237-0218 - H	03-19-12 (01-07-08)	4-15
Becky Doan – Vice Chair 309 Meech St. 547-0838 – H 675-5556	03-19-12 (03-24-10)	4-15
Judy Clock 207 E. Dixon 547-9627 - H	03-19-12 (11-17-08)	4-15
John Elzinga 202 May St. 547-4183 (H)	08-15-11 (08-15-11)	4-13
Sherm Chamberlain 210 E. Lincoln 547-6882 – O 547-7046 - H	03-07-11 (03-07-11)	4-13
John Hess - Chairman 326 Meech St. 547-4245-H	04-19-10 (03-01-04)	4-13

BOARD OF REVIEW**COUNCIL APPOINTMENT****THREE YEAR TERM - FIVE MEMBERS**

Appointment to be made in January of each year. Council members' terms are for 1 year; all other are for 3 years. *(Must take oath within 10 days of appt., per State law.)*

COUNCIL MEMBERS FOR 2013

Greg Stevens 200 Sheridan 330-1429 Cell	01-07-13 (02-07-11)	12-31-13
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Dennis Kusina 205 Elm St. 547-4844 Home	01-07-13 (11-16-09)	12-31-13
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REGULAR MEMBERS - 3 YEAR TERM

Kim VanMeter-Sanderson 1003 State Street 547-1839 (H) (231) 373-0794	02-07-2011 (12-15-08)	12-31-13
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Arlene Staley 401 Antrim St. 547-2985-H	01-03-2012 (07-06-04)	12-31-14
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Bob Timms 303 Clinton St. 547-2918 Home	11-19-12 (11-19-07)	12-31-15
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SHADE TREE COMMISSION**MAYORAL APPOINTMENT****THREE YEAR TERMS - THREE MEMBERS**

VACANCY	00-00-00 (00-00-00)	12-31-13
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John Campbell PO Box 528 547-4429-O 547-2478-H	01-16-12 (04-20-09)	12-31-14
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Ken Polakowski 301 Mason 547-6753-H	12-07-09 (12-15-03)	12-31-12
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**HOUSING COMMISSION
MAYORAL APPOINTMENT**

FIVE YEAR TERM - FIVE MEMBERS

Terms expire on the 3rd Monday in April

Rob Harrison - Director
Charlevoix Housing Commission
210 West Garfield
547-5451 - O

Term

Jim Jinsky
106 Eaton Ave
547-4195

04-19-10
(04-20-09)

4-15

Lillian Left
407 Prospect St.
547-5412-H

01-16-12
(3-16-98)

4-16

Joan Buday
104 St Mary's Drive
547-2474 -H

01-07-13
(09-04-07)

4-17

Joanie Olach
210 W. Garfield, #208
622-2765

03-19-12
(03-19-12)

4-13

Mary Lee Campbell
309 East Dixon Ave.
547-2478-H

04-20-09
(11-4-99)

4-14

**COMPENSATION COMMISSION
MAYORAL APPOINTMENT**

FIVE YEAR TERM - FIVE MEMBERS

Appointments to be made before October of the year of appointment

John Kurtz
712 E. Dixon
547-2418-H 547-1840 FAX

12-07-09
(02-05-07)

12-31-14

Ken Staley
401 Antrim
547-2985 staley@freeway.net

02-21-11
(08-04-03)

12-31-15

John Campbell
PO Box 528
547-4429-O
547-2478-H jwc@siteplanning.com

01-16-12
(11-16-98)

12-31-16

Conrad "Bud" Klooster, Jr.
1010 St. James Pl
547-9884 - H
231-620-5536 - C

01-07-13
(01-07-08)

12-31-17

Dale Meredith
103 Eaton Ct.
547-4705

11-17-08
(07-17-06)

12-31-13

HISTORIC DISTRICT COMMISSION

(Ord. 706-2005; 711-2006)

MAYORAL RECOMMENDATION/COUNCIL APPROVAL

3-Year Term/7 Members

Ken Polakowski 301 Mason 547-6753-H	10-01-12 (10-01-12)	06-00-15
Mary Adams 429 Michigan Ave. 547-0348 – Home 237-9773 - Office	03-19-12 (06-05-06)	06-00-15
John Campbell PO Box 528 547-4429-O 547-2478-H	03-19-12 (06-05-06)	06-00-14
Larry Sullivan 222 Sherman St. 547-7234 - Office 547-5415 – Home	03-19-12 (06-05-06)	06-00-14
Jeannine Wallace 103 Grant St. 547-2342 – Home	11-19-12 (06-05-06)	06-00-14
Linda Mason 604 Park Ave. PO BOX 582 547-9953 – Work	03-19-12 (06-05-06)	06-00-13
Hans Wiemer* 514 Michigan Ave. 547-4278 * architect member, per ord.	11-19-12 (06-05-06)	06-00-10

DISTRICT LIBRARY BOARD - CITY REPRESENTATIVE (3-Year Term, Expire June 30) Mayoral Appointment

Rick Brandi
210 State
547-3251-O

June 30, 2013

BIG ROCK POINT CITIZEN ADVISORY BOARD COUNCIL APPOINTMENT

Greg Stevens 12.21.09
200 Sheridan 330-1429 Cell
PO BOX 174

CHARLEVOIX COMMUNITY POOL REC AUTHORITY, CITY REPS MAYORAL APPOINTMENT (2 City residents, one Council member)

Council member Lyle Gennett
Dave Garland
Bruce Herberl

(The following are standing committees. There are no specific terms, and the members are not sworn.)

AIRPORT AD HOC COMMITTEE

Mayor Norman L. (Boogie) Carlson, Jr. 105 Eaton Ave.	675-4561-C 547-0152-H	Edith Dale 1008 Marina Bluff Dr.	547-6839
City Manager Rob Straebel	547-3270	VACANCY	
Airport Manager	547-3270	Don Seelye 1217 State St.	547-2393-H
William (Bill) Bellows 507 State St.	547-6263-H	Shirley Gibson 209 E. Upright Ave.	547-5463 - H
CM Lyle Gennett 217 Clinton St.	547-5598 - H 675-5398 - C		

City Clerk Carol Ochs, Recording Secretary 547-3250

STANDING HISTORIC DISTRICT STUDY COMMITTEE

Ken Polakowski 301 Mason 547-6753-H	Mary Adams 429 Michigan Avenue 547-0348 - Home 237-9773 - Work	12-31-09	Linda Mason PO BOX 582 604 Park Avenue 547-9953 - Work
John Campbell P.O. Box 528 547-4429 - Work 547-2478-H	Amy Lalewicz 1006 St. James Place 547-0474 - Home		Mike Spencer, City Planner City of Charlevoix 210 State Street 547-3265 - Work
Jeannine Wallace 103 Grant Street 547-2342 - Home	Hugh Mason 300 Clinton St. 547-4911 - Work		
Bob Heath 210 East Hurlbut Avenue 437-3255 - Home	Paul Weston 110 Burns 547-6603 - Home		

CEMETERY GRAVE MAPPING ADHOC COMMITTEE

Mayor Norman L. (Boogie) Carlson, Jr. 547-0152-Home 675-4561-C	Mary Adams 429 Michigan Avenue 547-0348 Home 237-9773 Work
City Manager Rob Straebel 547-3270 Office	C. Marilyn Gibbons 210 W. Garfield 547-1059 Home
Gabe Campbell 547-9739 Home	John Campbell PO Box 528 309 E. Dixon 547-2478 Home 547-4429 Office
Sherm Chamberlain 547-7046 Home 547-6882 Office	Cynthia Garland 201 E. Dixon 547-6707 Home
Pat Elliot, Street Superintendent 547-3276 Office	

LIGHTING COMMITTEE

Ad Hoc Committee
Don Swem
Electric Superintendent
210 State Street
547-3278-O

Mike Spencer, City Planner
210 State St
547-3265-O

Kathy Reid
1032 May Street
Charlevoix, MI 49720
547-6657-H

Gwen Kramer
LEXALITE INTERNATIONAL
P. O. Box 498
Charlevoix, MI 49720
547-6584-O

Tom Barnes
LEXALITE INTERNATIONAL
P. O. Box 498
Charlevoix, MI 49720
547-6584-O

AIRPORT DESIGN DEVELOPMENT COMMITTEE

Mark Buday, Architect
339 State Street
Harbor Springs, MI 49740
231-526-0223

RW Armstrong
Mike Borta, Paul Shapter, Ron Lebbon
4100 Capital City Blvd., 2nd Floor
Lansing, MI 48906
517-327-1980

FAA Program Manager: Dave Welhouse
FAA Planning Manager: Brad Davidson
11677 South Wayne Rd., Suite 107
Romulus, MI 48174
734-229-2952

MDOT Project Manager: Mark Dontje
2700 East Airport Service Dr.
Lansing, MI 48906
517-335-9712

CM Lyle Gennett
217 Clinton
547-5598 - H

615-5398 - C

Rob Straebel, City Manager
210 State Street
231-547-3270

Scott Woody, Airport Manager
210 State Street
231-547-3605

Mayor Norman L. Carlson, Jr.
210 State Street
547-0152-H
675-4561-C

CM Jill Picha
210 State Street
547-4169-H
675-8069 -C

CM Greg Stevens
200 Sheridan
PO BOX 174
330-1429 - C

AIRPORT POLICY ADVISORY COMMITTEE

RW Armstrong
Mike Borta, Paul Shapter, Ron Lebbon
4100 Capital City Blvd., 2nd Floor
Lansing, MI 48906
517-327-1980

FAA Program Manager: Diane Morse
Detroit Airports District Office, DET-ADO-600
11677 South Wayne Rd., Suite 107
Romulus, MI 48174
734-229-2929

MDOT Project Manager: Mark Dontje
2700 East Airport Service Dr.
Lansing, MI 48906
517-335-9712

CM Lyle Gennett
217 Clinton
547-5598 - H
615-5398 - C

Jim Young, City Attorney (Bryan Graham, Assistant CA 231-533-8635)
231-288-7700 - C

Rob Straebel, City Manager
210 State Street
231-547-3270

Scott Woody, Airport Manager
210 State Street
231-547-3605

Mayor Norman L. Carlson, Jr.
210 State Street
547-0152-H
675-4561-C

CM Jill Picha
210 State Street
547-4169-H
675-8069 -C

AIRPORT TECHNIAL ADVISORY COMMITTEE

Mike Boria, RW Armstrong
4100 Capital City Blvd., 2nd Floor
Lansing, MI 48906
517-327-1980

Kevin Clarke
Paul Puckli
RW Armstrong
4080 Lafayette Center Dr., Ste 210 A
Chantilly, VA 20151
703-230-0300

FAA Program Manager: Dave Welhouse
11677 South Wayne Rd., Suite 107
Romulus, MI 48174
734-229-2952

Mark Grennell, Project Support Unit Supervisor
Airports Division, MDOT
2700 Port Lansing Rd.
Lansing, MI 48906

CM Lyle Gennett
217 Clinton
547-5598 – H
615-5398 – C

Rob Straebel, City Manager
210 State Street
231-547-3270

Scott Woody, Airport Manager
210 State Street
231-547-3605

Mike Spencer, City Planner
210 State Street
231-547-3265

Mayor Norman L. Carlson, Jr.
210 State Street
547-0152-H
675-4561-C

GREEN TEAM AD HOC COMMITTEE

Roger Knutson
408 Burns Street
547-1209

Rob Straebel, City Manager
210 State Street
231-547-3270

Mike Spencer, City Planner
210 State Street
231-547-3265

CM Jill Picha
210 State Street
547-4169-H
675-8069 –C

Dave Guanci, Latitude 45
123 Belvedere Ave.
630-258-5849

Erin Bemis, Director
Charlevoix Area Chamber of Commerce
109 Mason Street
547-2101

Terry Salmonson, Charlevoix Flying Club
215 Antrim Street
547-2601

Paul Welke, Island Airways
111 Airport Dr.
547-2141

Rachel Teague, Fresh Air Aviation
06918 Old Norwood Rd
PO BOX 328
237-9482

NON-MEMBERS

Ron Lebbon
Paul Shapter
RW Armstrong
4100 Capital City Blvd., 2nd Floor
Lansing, MI 48908
231-327-1980

Keith Carey, DDA Director
210 State Street
231-547-3257

Hal Evans, Harbormaster
210 State Street
231-547-3272

Tom Heid, Golf Director
210 State Street
231-547-3269

RECREATION ADVISORY COMMITTEE

Amy Putman
07103 Lake St.
547-1396

Nick Popoff
314 W. Hurlbut Ave.
547-2914 (H)
231-944-8019 (C)

Matt Peterson
210 W. Hurlbut Ave.
547-3407 (H)
231-675-1746 (C)

VACANCY

Dean Davenport (Twp Rep)
13535 Matthews Lane
547-6433 (H)
712 Cypress
Big Rapids, MI 49307