

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, September 16, 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 – September 3, 2013 Regular Meeting PG 1-8
 - B. City Council Special Meeting Minutes – September 9, 2013 PG 9
 - C. Payroll Check Register PG 10-13
 - D. Accounts Payable Check Register PG 14-17
 - E. Certificate of Appreciation – Dan Buday
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Financial Audit Presentation PG 18
 - B. Discussion Regarding Conceptual Plans to Expand Boat Slips at the City Marina PG 19-24
 - C. Consideration of Draft Donation Acceptance Policy PG 25-34
 - D. Consideration of Downtown Tree Light Cost Sharing Proposal PG 35-36
 - E. Consideration of Revisions to Channel Management Plan PG 37-40
 - F. Purchase of Energy PG 41
 - G. Consideration of Purchase of Police Interceptor PG 42-45
 - H. Messaging System PG 46-48
 - I. Consideration to Approve Engineering Contracts for Apron Rehabilitation PG 49-64
- 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. Closed Session**
 - A. Review of City Manager's Performance – September 2012-2013

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

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Financial Audit Presentation

DATE: September 16, 2013

PRESENTED BY: Our auditor from Rehmann, Doug Deeter, CPA

ATTACHMENTS: Audited financial statement for March 31, 2013 with the Auditors Communication Letter.

BACKGROUND INFORMATION: This is our annual financial audit, assessing the financial health of the City and includes all funds.

Per the auditors Comments and Recommendations (Attachment A of their letter) we will need to discuss the advances made to the Marina Fund from the Electric Fund for East Park and Marina completion, during the 2014-15 Budget process. We have only paid interest to the Electric Fund thus far and have yet to pay on the principal (\$700,000). We have scheduled a repayment of principal for 2016-17 in the 2013-14 Budget. We should also consider the payback of the Electric Fund by the Airport during the upcoming budget.

We have significantly reduced the amount of journal entries (Attachment B – Audit Adjustments) done by the auditors and will continue to pursue reducing those entries again this year.

We will comply with the filing of the Michigan Qualifying Statement, Disclosure Requirements and the auditors will be filing our Financial Statement and the F-65 Report to the State of Michigan. The MDOT Act 51 Report has already been filed prior to the audit presentation. We will also need to make sure we comply with requirements regarding transparency and the State of Michigan “dashboard” requirements (EVIP), so we can continue to keep as much of our Statutory Revenue Sharing for the 2013-14 FY as possible.

RECOMMENDATION: City Council needs to accept and file the audit.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Conceptual Plans to Expand Boat Slips at the City Marina

DATE: September 16, 2013

PRESENTED BY: Jim Muschell, UDA
Rob Straebel

ATTACHMENTS: 1. Current City Marina Slip Lengths
2. Conceptual Drawings- Plan A, Plan B and Plan C

BACKGROUND INFORMATION: The City has been working with United Design Associates (UDA) regarding a possible expansion of boat slips to the City Marina. Initial thoughts were to create an additional dock on northside of City marina. After meeting with Beaver Island Boat Company representatives, it became apparent that the proposed north dock would interfere with docking the large charter vessels.

UDA has put together three conceptual plans for increasing slips: 1. Expansion of Dock A (Plan A); 2. Expansion of Dock B (Plan B); and 3. Expansion of both Dock A and Dock B. See attached photos and information below for more details regarding each proposal.

1. Dock A (Plan A) Expansion

Existing Docks

Three - 45' slips

Five- 50' slips

Two- 65'slips

Three -80'slips

End of dock is 115'

Proposed Expansion

Additional six - 50' slips

Additional seven - 80'slips (two current 65' slips would become 80' slips)

The Harbormaster and City Staff have anecdotally heard many comments about the need to increase slip numbers to serve larger vessels in the 70'-80' range. There appears to be demand for this sized slip because of a shortage of larger slip sizes throughout the Great Lakes.

2. Dock B (Plan B) Expansion

Existing Docks

One - 29' slip

Two- 40' slips

Fourteen- 44' slips

End of dock is 96'

Proposed Expansion

Additional twelve - 44' slips

3. Plan C-Expansion to both Dock A and Dock B

Plan C is a combination of both Plan A and Plan B.

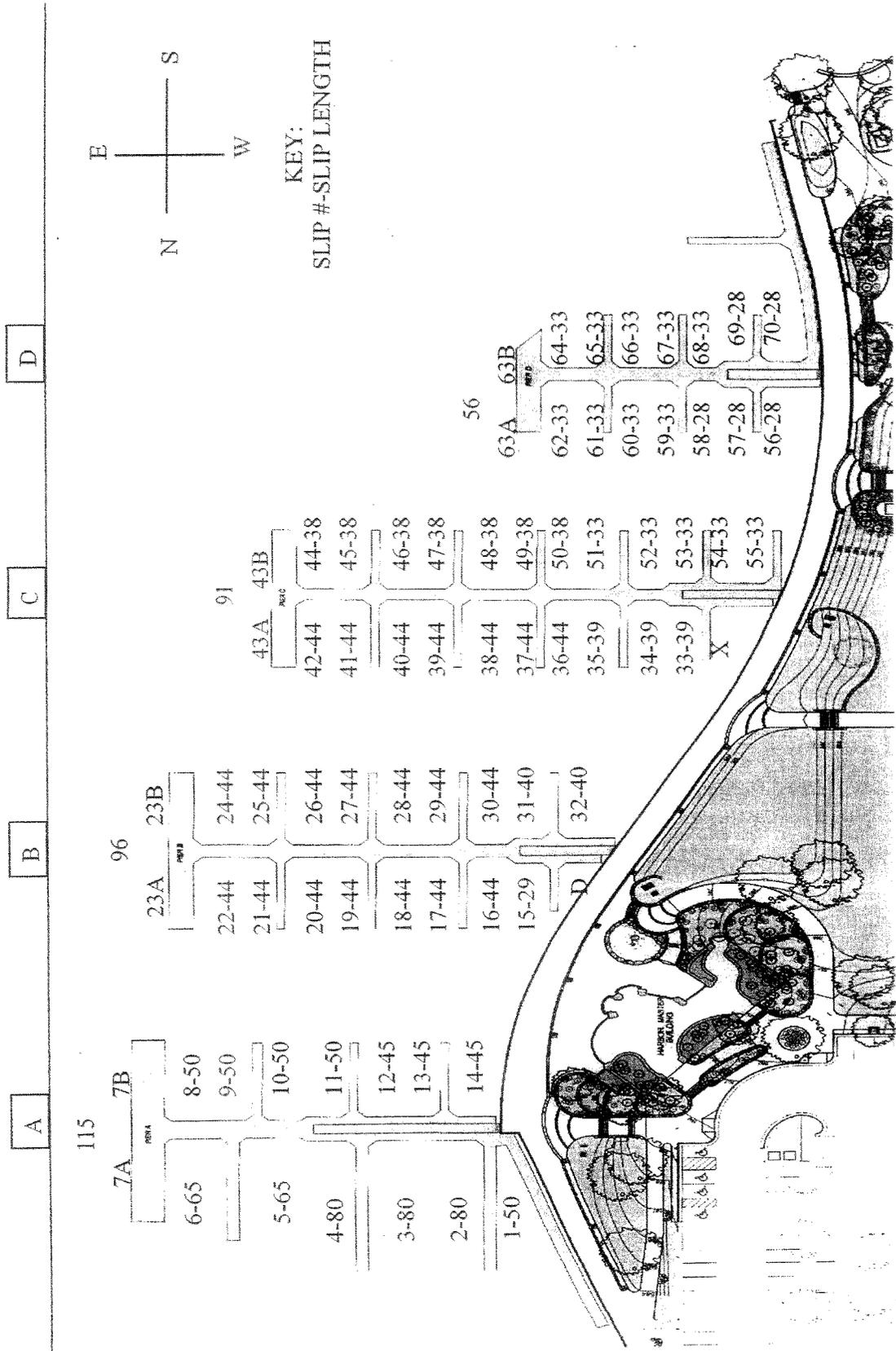
UDA is currently working on cost estimates for the project and will be distributing these estimates to Council at the meeting.

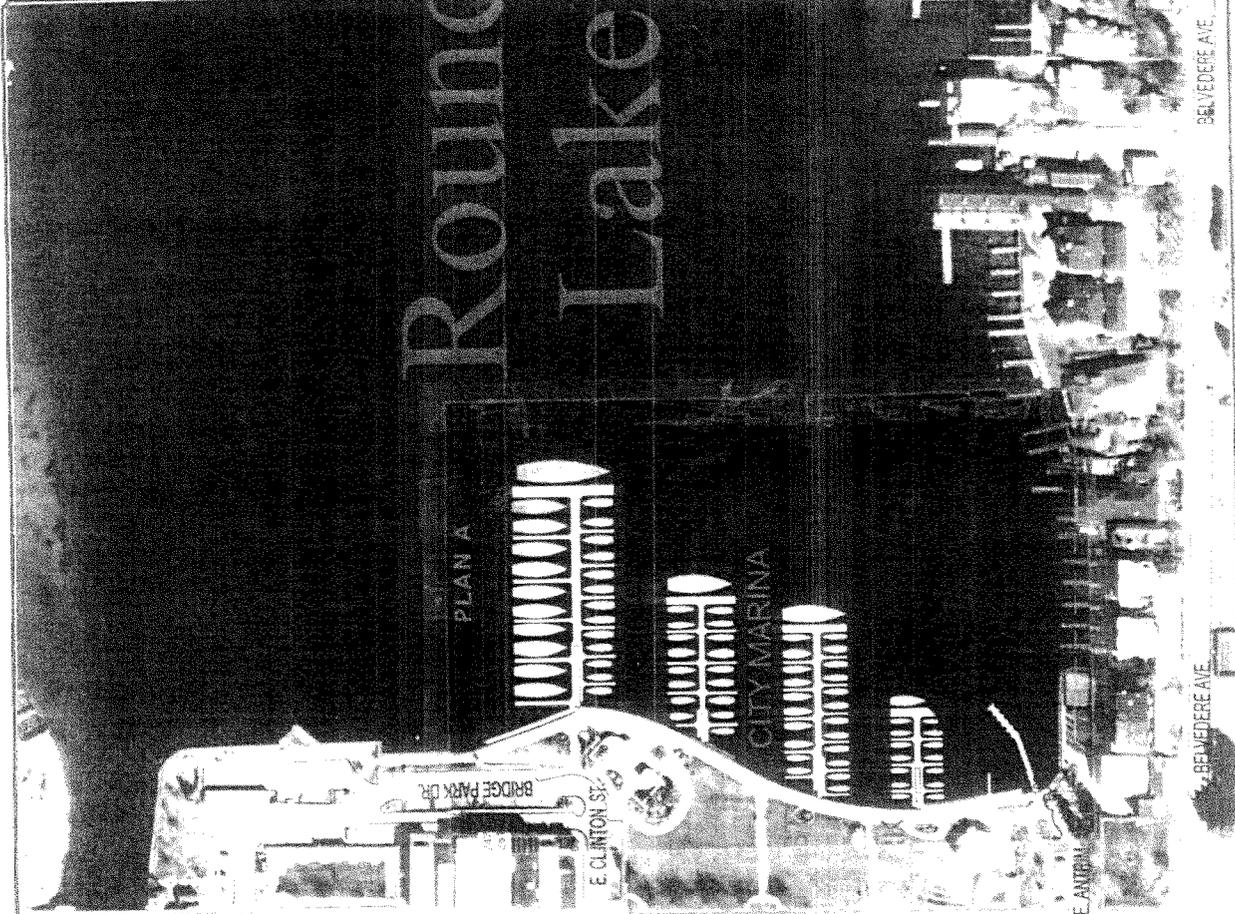
As the docks were built with DNR Waterway's Commission grant dollars, City Staff will need to coordinate efforts with the agency in determining how to go about such an expansion. We are uncertain as to whether they would allow such an expansion, who would pay for the expansion and how slip revenues would be divided up. We thought it would be prudent to get City Council's support first and then work through the issues with Waterways and find a way to finance the project.

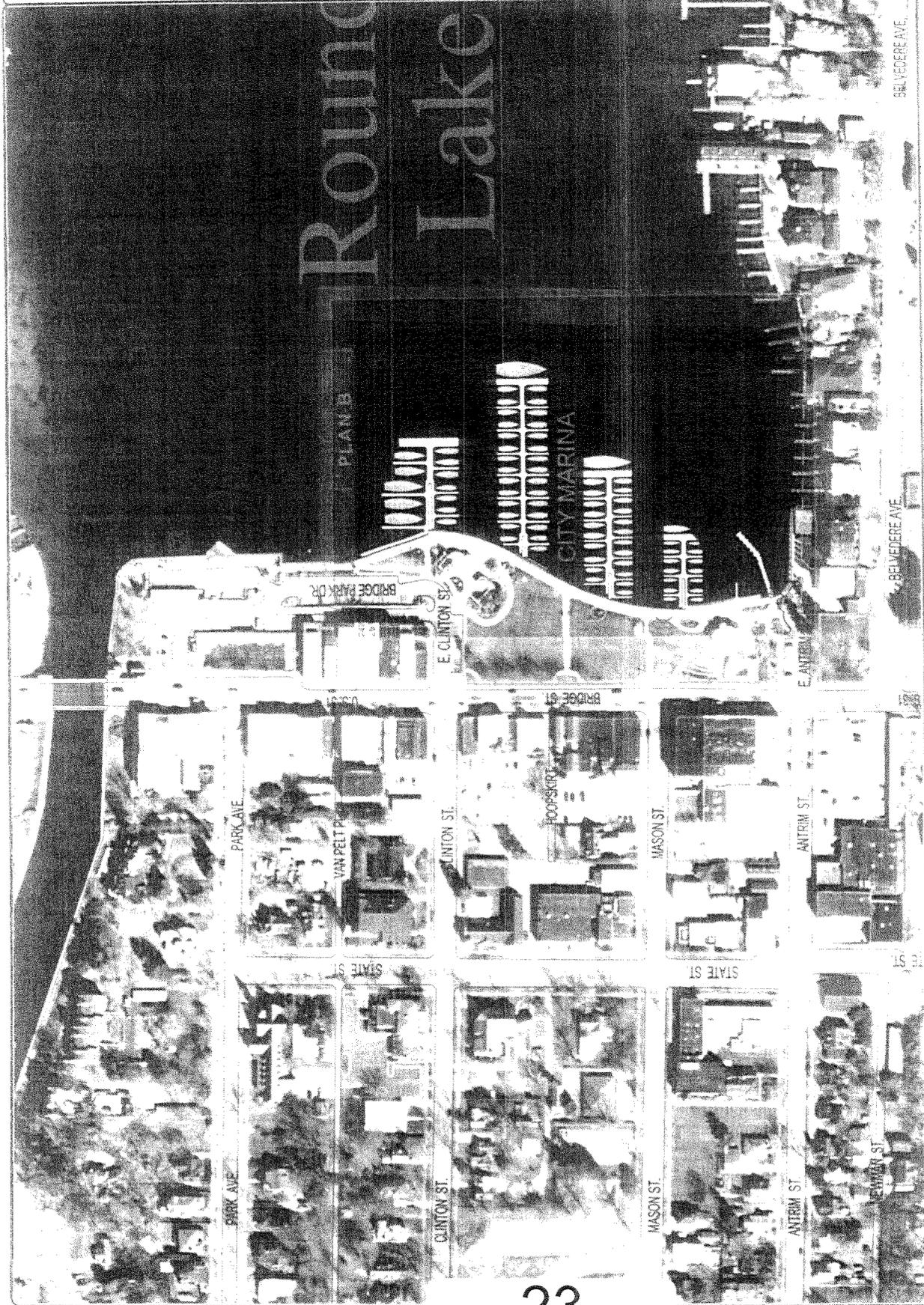
Representatives from the Keweenaw Star and Beaver Island Boat Company have been contacted by the City Manager and have reviewed the plans. At this point the dock expansion proposals do not impede upon their operations.

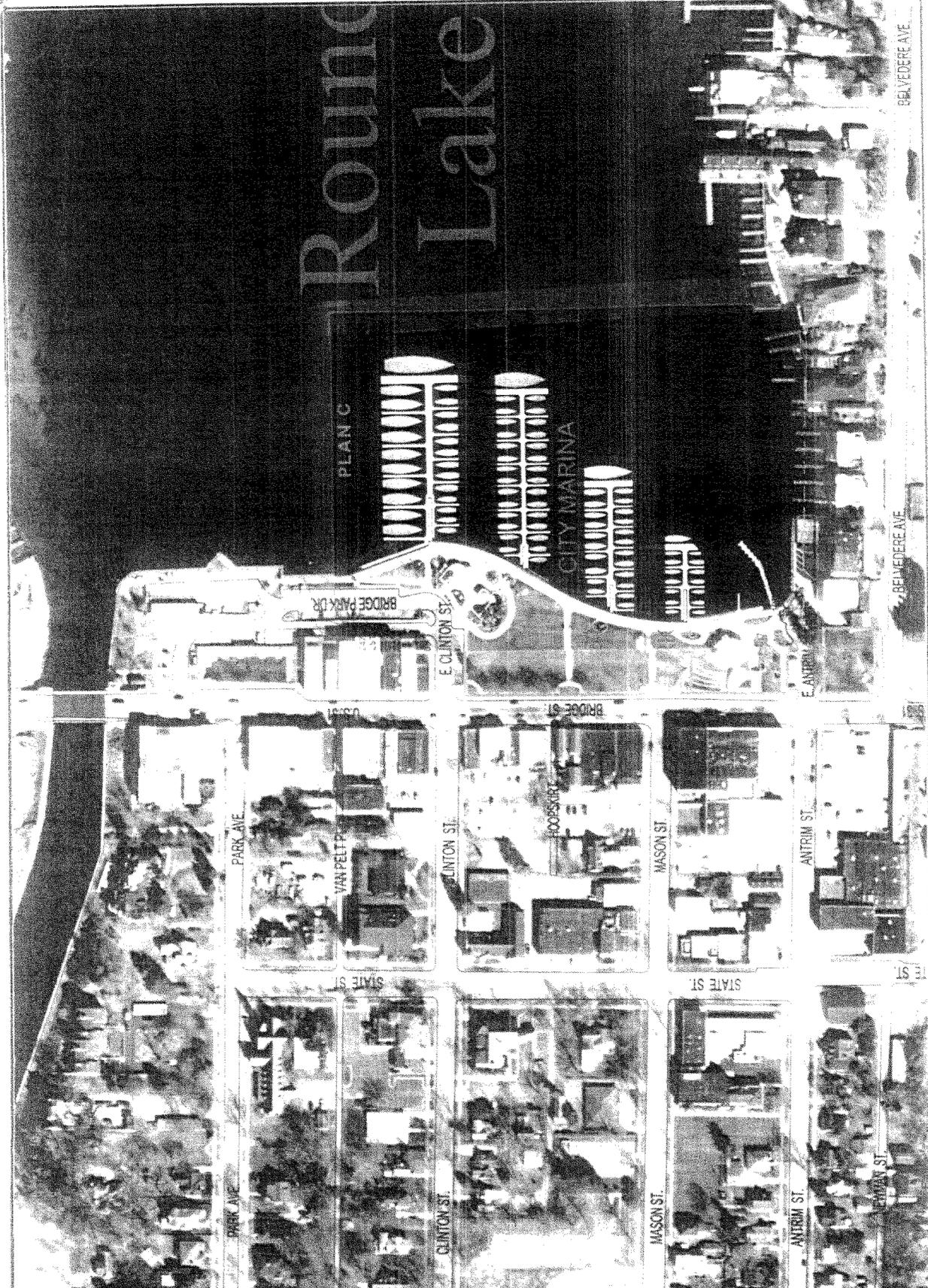
RECOMMENDATION: Discussion with direction to City Staff.

CHARLEVOIX CITY MARINA









CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Second Discussion Regarding Draft Donation Acceptance Policy

DATE: September 16, 2013

PRESENTED BY: Rob Straebel

ATTACHMENTS: 1. Current Adopted Policy dated April 15, 2013
2. September 16, 2013 Draft Policy

BACKGROUND INFORMATION: The Committee set up by City Council to review the current Donation Acceptance Policy has completed their work and recommends City Council adopt the attached revised policy. Staff has placed the draft policy on the City's website.

The draft policy has used much of the current language and has been re-organized for better readability. Many provisions have been revised or changed for a better understanding of the obligations of the City and of the donor. Most notable of the changes are the following:

II A. 7

- a. States neither purchase nor installation shall commence until donor's gift has been completed and funds received by the City for such purposes.
- b. Requires an endowment for annual on-going operation and maintenance exceeding \$5,000.
- c. Allows the City, in rare and unusual circumstances to waive the above requirements.

II B.

Describes categories of acceptable gifts

II C.

Guidelines shall not be applicable to programs sponsored or approved by the City that are existing as of the date of this policy.

III Installation

Calls for a contract to be executed between the City and a licensed contractor for installation of donated items. This would give City more control over installation process.

Many thanks go out to the committee members for their participation in revising the donation policy. Kay Heise, Bob Klein, Birdie Whitley, Tom Ochs and Dave Robinson all should be commended for their efforts.

RECOMMENDATION: Discussion. If Council is comfortable with language in the policy, a motion can be made to adopt the Donation Acceptance Policy dated September 16, 2013.

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.

City of Charlevoix Donation Acceptance Policy

I. Introduction/Purpose

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. With the increased presence of the Charlevoix County Community Foundation, future success may be promoted through collaboration with that organization, and City officials are therefore encouraged to maintain appropriate liaisons for such reasons.

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy.

II. Guidelines

A. Gifts intended to either become incorporated into City parks as well as gifts of equipment, vehicles, boats or facilities intended to supplement those of the City often involve considerations of aesthetics, costs, and compatibility whose features shall be evaluated using the following criteria:

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition 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 be readily

available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.

3. Requirement of Consistency with Current and Future Use- i.e. 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?
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.

a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.

b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.

c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.

8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

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.

9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings,

the City Council shall hold a Public Hearing for such purpose to invite comment from the community with respect to impact on viewsheds, safety concerns, potential for noise generation, and compatibility with the aesthetic features of the park.

- B. Gifts made for programs, sponsorships, renovations, and projects of like nature may also benefit the City either directly or indirectly. However, in addition to considerations of timeliness, cost and suitability, there may also involve concerns related to the method of conveyance and adequacy of funding. The criteria outlined above (A. 1-9) shall then be applicable where appropriate. In general, categories of acceptable gifts are:

- ❖ Cash (and cash equivalents-checks, CDs, savings accounts)
- ❖ Marketable securities (publicly traded stocks, bonds, U.S. government securities)
- ❖ Tangible personal property
- ❖ Life insurance
- ❖ Real estate
- ❖ IRA rollovers
- ❖ Charitable Gift Annuities
- ❖ Charitable Remainder Trusts
- ❖ Charitable Annuity Trusts
- ❖ Charitable Lead Trusts
- ❖ Bequests

Council shall exercise caution as to gifts including conditions and carrying costs, and at all times shall ensure itself that the funds provided are sufficient to carry out the intention of the gift and that its purpose is a salutary one.

- C. These guidelines shall not be applicable to programs sponsored or approved by the City existing as of the date of this policy.

III. Installation

If the gift, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall take place through a contract between the City and a licensed contractor. The contract shall be drafted by the City and the terms and conditions of the contract shall be approved by municipal legal counsel. In certain instances, a performance bond may be required, costs of which shall be borne by the donor and considered as an additional expense under II A. 7. The installation shall be completed by a licensed contractor. The licensed contractor will assume all responsibility for construction or placement of the gift and shall hold the City harmless for any damages to City property or buildings resulting from the construction or placement of the gift to the extent authorized by law (note: MCL 691.991 may be applicable). If installation involves City Staff, the City may require reimbursement for personnel and equipment costs associated with installation. 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.

IV. Removal and/or Relocation

The City reserves the right to restore, relocate, remove or relinquish donations. This decision shall be made based upon the best interests of the City. This section applies to both existing and new donations.

V. Procedures for Making and Accepting Gifts

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process, though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives shall contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting shall assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to 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 its decision.

Because promptness is likely to be important to both the prospective donor and the City, each party shall be considerate in this regard at each stage of its dealings with one another.

CHARLEVOIX CITY COUNCIL
AGENDA ITEM

AGENDA ITEM TITLE: Consideration to match the DDA and private contributions for additional tree lighting downtown.

DATE: September 16th, 2013

PRESENTED BY: Bethany Pearson

ATTACHMENTS: None

BACKGROUND INFORMATION: Mr. Todd Wyett made an offer at the last regularly scheduled board meeting to donate \$5000 towards tree lighting if both the DDA and City provided matching funds. The Charlevoix DDA Board passed a motion at a special meeting to spend up to \$5000 on additional tree lighting in the downtown district pending a match from the City and a match from Mr. Wyett. The total amount to be raised will be \$15,000.

Project #1 would include hiring a company to trim the five large trees on the East Side of Bridge Street, in East Park, from Clinton Street to Mason Street. DPW Superintendent Pat Elliott said that the Street and Parks department did not budget for those trees to be trimmed in the '13-'14 FY budget, but agreed that they trees needed a major prune. The DDA has agreed to pay the cost to trim the trees upfront but is asking that the City reimburse the DDA for the expense within two years (\$2000 rough estimate). Once the trees are trimmed, the five trees will be lit to create one continuous line of lit trees throughout downtown. Project #2 would include lighting the landscaped area around the trout habitat adjacent to the Harbormaster Building. Lights purchased for both projects will match exactly the "warm lights" already installed in the downtown area to create one cohesive look.

According to the City's pending gift donation policy, this project would comply with the guidelines set forth. Section II, Item 7b states "...gifts requiring on-going operation and maintenance amounts which are estimated to exceed \$5,000 on an annual basis...shall include an endowment sufficient to defray them..." While maintenance costs are estimated to be significantly lower than \$5000/year, the DDA will continue to budget monies to fund the ongoing cost of maintenance to the downtown tree lighting project.

RECOMMENDATION: To approve an expenditure of \$5000 to help purchase and install the lights. Additionally, to agree to pay back the DDA within two years for costs related to trimming City trees.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to Approve an Amendment to the City of Charlevoix and Army Corps of Engineers (ACE) Management/Operations Agreement

DATE: September 16th, 2013

PRESENTED BY: Bethany Pearson

ATTACHMENTS:

1. Draft amendment
2. Map showing proposed location of memorial benches

BACKGROUND INFORMATION: The Charlevoix DDA's Memorial Bench Program has been a great asset to providing quality bench seating throughout the City of Charlevoix's public spaces. The program has currently funded 16 benches throughout East Park. The DDA has a request to locate a Memorial Bench on the ACE easement along Pine River Channel.

To accomplish this, we must update the attached current ACE Management/Operation Agreement. ACE representatives have agreed to allow installation of the memorial benches on their easement contingent upon revising the attached Management/Operations Agreement.

If approved by City Council, Donation Acceptance Policy should be discussed as it pertains to the donation of a memorial bench.

RECOMMENDATION: To approve the revised attached amendment to the Management/Operations Agreement between the City of Charlevoix and the U.S. Army Corps of Engineers.

Development/Management Plan

- The site includes two handicap accessible all-weather walkways located directly north and south of the Pine River Channel.
- Public use of the piers are limited to passive recreation, including walking, viewing Lake Michigan and the Pine River Channel waterways, observing boats, fishing and bird watching.
- Facilities for parking, picnicking, restrooms and trash are accessible immediately adjacent to the south pier head.
- The site is available to the public year round, weather permitting.
- The City of Charlevoix will continue to provide litter pick-up on an on-going basis.
- The pier is patrolled by local law enforcement, as required.
- The City of Charlevoix has obtained title to the lighthouse in 2008. The lighthouse has been a part of Charlevoix's history since 1886. The City currently has a restoration and maintenance construction plan with the Charlevoix Historical Society, to preserve the lighthouse for future generations. This organization has made rehabilitation of the lighthouse a priority and has made substantial progress on repairing and maintaining the structure. To date, the following has been completed:

Phase I	Repair 4 existing steel windows, Fabricate and install 2 matching steel windows, Remove rust & repair steel plate skin (exterior), Install steel floor grating lower level, Install perimeter drainage both enclosed levels, repair lantern roof & base flashing, replace lantern glass panels & repair frame, clean & repair of existing ventilation measures.
Phase II	Removal of existing rust and corrosion from exterior surfaces; removal of deteriorated paint from exterior surfaces; preparation of all exterior surfaces for painting; application of primer and finish coats to all exterior surfaces; replace or repair bent steel bracing.
Funding:	The Charlevoix Historical Society has obtained donations and sold merchandise to raise funds. They have also received lighthouse grants from the Michigan Department of History, Arts and Libraries.

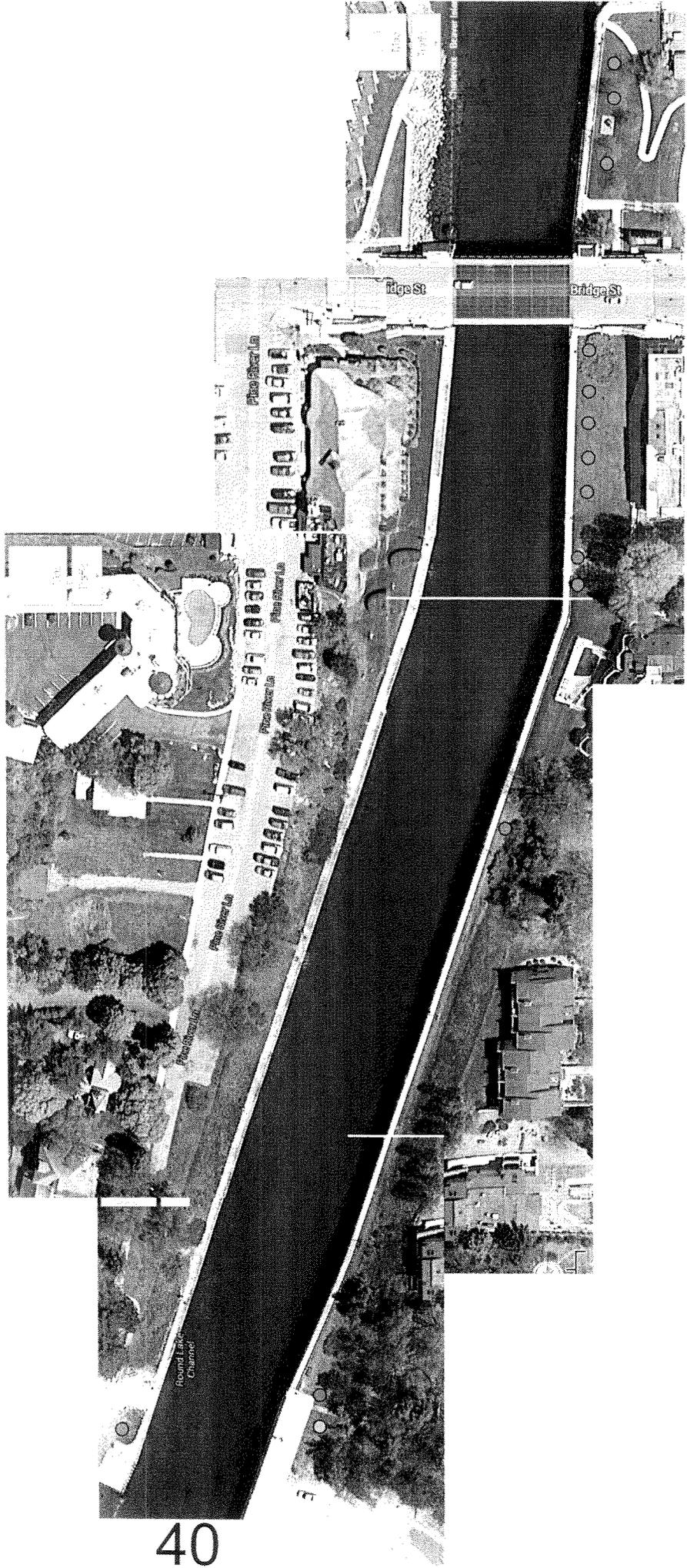
Additional work on the lighthouse includes:

Phase III & IV	Remove rust & paint interior of lighthouse. Study to upgrade of Ferdinand fog horn
Maintenance	Once the restoration work is completed, the Charlevoix Historical Society will establish a maintenance fund and continue to raise money

for routine maintenance. It is our understanding that the USCG maintains the Aid to Navigation; The Army Corps of Engineers maintains the Pier. There is universal community support for the continued maintenance of our unique structure.

- The City has experienced problems with people swimming, jumping, and diving from both the north and south piers. Given the amount of boat traffic in the Pine River Channel, the City Police Department is concerned about the safety of the swimmers and intends to enact policing powers to prohibit swimming from both the north and south piers. It is further intended that the police will periodically patrol these piers. Additionally, the city will work with Army Corps of Engineers representatives for installation of signs on both the north and south piers alerting the public that swimming in the Channel is illegal. To better monitor pier activity, the City may seek permission from the Army Corps of Engineers to install surveillance cameras on both the north and south piers in the future. Lastly, the City intends to enact and enforce, as permitted by law, a local ordinance that will provide swimming and diving from both piers or swimming within 15 feet of the piers. The ordinance can only be enforced if the City has leased the piers.
- The Charlevoix City and the Charlevoix Downtown Development Authority will implement their Memorial Bench Program on the property adjacent to the channel.

- Existing Memorial Bench Location
- Available Memorial Bench Location
- Existing Available Memorial Bench Location



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase of Energy

DATE: September 16, 2013

PRESENTED BY: Don Swem

ATTACHMENTS:

BACKGROUND INFORMATION:

The City's future power supplies are controlled by the Michigan Public Power Agency (MPPA) Risk Management Policy and the associated Hedge Policy that were approved by Council in 2011. Last year the City committed to buying various blocks of energy for the years 2015 through 2024. In order to continue locking in future prices MPPA is recommending that we buy another block of energy to fill a gap in the on-peak energy purchases for the year 2018.

MPPA is recommending that Charlevoix purchase 1.1 Megawatts of On-Peak (means 5 days a week, 16 hours a day) Energy for a maximum price of \$49/MWh, which would represent a total purchase of not more than \$224,224.00. Last year the City agreed to pay up to \$59/MWh for the same type of energy purchase, so this year's price is very good by comparison.

Based on MPPA's analysis of our present position, expected future transactions and our Hedge Plan objectives, Charlevoix's future costs are expected to be very stable. Over the next five years our overall average wholesale power costs are expected to range between \$64.87 per MWh and \$69.79 per MWh, so the \$59 per MWh price offered above is considered a decent offer.

RECOMMENDATION:

It is recommended that Council consider a motion for approval to spend up to a maximum of \$224,224.00 to purchase a block of 1.1 MW of on-peak energy as detailed above for the year 2018.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Purchase of 2014 Ford Utility Police Interceptor

DATE: September 16, 2013

PRESENTED BY: Police Chief Gerard Doan

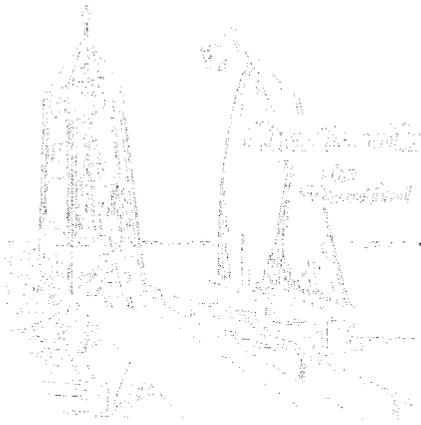
ATTACHMENTS: Bid Responses from Fox Charlevoix Ford and Bob Mathers Ford of Boyne City

BACKGROUND INFORMATION: The 2013 budget includes the purchase of a new patrol car and equipment. According to the capital plan, two patrol vehicles are purchased every three years. The last year a vehicle was purchased was 2012. This year, the new patrol car will be replacing a 2007 Ford Expedition with 127,698. The mileage on the two other patrol vehicles are 73,244 on a 2009 Ford Crown Victoria and 6,221 on a 2013 Ford Police Interceptor. The three patrol vehicles accumulate approximately 65,000 miles per year.

The patrol vehicle selected is a 2014 Ford, all wheel drive, Police Interceptor with some major equipment. The vehicle comes with a V6 engine for lower fuel consumption compared to the V8 Ford Crown Victoria and Ford Expedition.

Bid requests were posted in local news papers, city web site, and the posting board in city hall in an attempt to collect local bid responses. Bids were collected from Bob Mathers Ford of Boyne City and Fox Charlevoix Ford. Fox Charlevoix Ford was the low bidder with a bid of \$28,804.25 followed by Bob Mathers Ford Boyne City with \$28,829.25.

RECOMMENDATION: I am recommending a purchase order in the amount of \$28,804.25 for one 2014 Ford Utility Police Interceptor police vehicle. The vehicle will be purchased through Fox Charlevoix Ford.



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

2014 Ford Utility Police Interceptor
Bid Opening
Clerk's Office/Main Floor

September 6, 2013

Bidder Name & Contact Info	Bid Amount
Fox Charlevoix Ford 06725 US 31 Highway South Charlevoix, MI 49720	\$28,804.25
Bob Mathers Ford 224 Water Street Boyne City, MI 49712	\$28,829.25

September 6, 2013

City of Charlevoix

Attn: Chief of Police, Gerard Doan

Dear Chief Gerard:

In response to your request for bids on a 2014 Ford Utility Police Interceptor AWD, we are submitting the following bid as outlined on your request for bid dated August 16, 2013.

Out-the-Door price : \$28,804.25

We thank you in advance for giving us the opportunity to earn your business and sincerely appreciate the consideration. Please contact us with any questions or concerns.

Sincerely,



Leanna Hart

Sales Consultant

Fox Charlevoix Ford

US 31 Hwy. South

Charlevoix, MI 49720

lhart@foxmotors.com

/lh

Bob Mathers Ford
224 Water St.
Boyne City Mi 49712
231-582-6543

City of Charlevoix
201 State Street
Charlevoix Mi 49720

Bid for 1 2014 Police Utility Interceptor.

Sale Price \$31207.25

15.00 title

\$31222.25 sub total

-2393.00 rebate

\$28829.25 Total bid price

Note: option #68G not on order, option #67H
has hidden door locks plunger and inoperable rear door handles

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Messaging System

DATE: September 16, 2013

PRESENTED BY: Police Chief Gerard Doan

ATTACHMENTS: Be Alert Message Information

BACKGROUND INFORMATION: As a result of the drop in water loss that occurred the first week of August of this year, staff has been reviewing different options of notifying the public of significant events that occur in and around the city. A quick and accurate messaging system is vital to the public's safety in our community.

Charlevoix, Emmett, and Cheboygan Counties, through the Office of Emergency Management, have enrolled in a system that can contact individuals of an emergency in the tri-county area. The Be Alert system will send a text and/or voice message to an individual's cellular phone, radio or computer alerting them of the situation and directing them to take appropriate action. This system is designed to be used for both emergencies and problems that significantly impact our community. The challenge is to get the information out to the public and have them sign up for this service. There are no costs associated with signing up for this service.

I have discussed different options on the distribution of this information to the public with city staff and the Charlevoix Courier. Some of the options discussed and agreed upon were to include this information on the City Web Site, publish an article in the Charlevoix Courier, and by including an informational flyer with the City Tax bills (to be mailed in December).

At this time there is no reverse 911 system in our area to notify the public of an emergency. The C.C.E. Central Dispatch Authority is reviewing a system that will provide that service. The system is called Code RED. Currently, Grand Traverse County, Antrim County, and the C.C.E. Central Dispatch Authority are combining efforts to move forward with this service. I will update the Council and Staff when more information becomes available.

RECOMMENDATION: I am recommending moving forward with getting information out to visitors and members in our community on the Be Alert messaging system. I am prepared to move forward with the cooperation of the Charlevoix Courier, local news station, and informational flyers to be distributed within our community, and use of the city's web site. The Be Alert messaging system combined with local radio, news stations, internet, texting, is another essential part of notifying members in and around our community of significant events occurring and what appropriate action to take in a timely fashion.

((COUNTY WIDE ALERTING))

BE ALERT MESSAGING SYSTEM

The office of Emergency Management is offering a free alert system (Be Alert). This is a text and voice message alert system that will be used as one means of providing emergency alerts, timely warnings, and informing the community of major problems, such as weather-related closings. This system will not be used for general announcements, only issues presenting an ongoing threat to community safety and developments that significantly impact our community and require time-sensitive distribution of information.

It is their goal to remind people what they need to do to protect themselves and their families in times of immediate action. Your local emergency manager is doing his part, will you do yours?



Sign-up for the Be Alert program and stay informed.

WEB SITE:

<https://bealert.smartmsg.com>

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Engineering Contracts for Apron Rehabilitation

DATE: September 16, 2013

PRESENTED BY: Scott Woody

ATTACHMENTS: Two Construction Administration/Engineering Contracts for Apron Rehabilitation and Expansion

BACKGROUND INFORMATION: These contracts are for engineering services for the apron rehabilitation project. These services are covered under the FAA Grant approved by council on September 3rd 2013. This project is necessary due to the deterioration of the current asphalt surfaces as reflected in an MDOT pavement report. This project funding is 90% Federal, 5% State and a 5% Local match. Local match has been already been paid so no further match will be needed. The City Attorney has reviewed the contracts and advises that “they are satisfactory from a legal perspective.”.

RECOMMENDATION: A motion can be made as follows: “City Council approves the two contract documents to QOE Consulting in the amounts of \$81,760.00 & \$34,920.00 for the apron rehabilitation project.”



September 3, 2013

Mr. Scott Woody
Airport Manager
City of Charlevoix
210 State St.
Charlevoix, MI 49270

Re: Charlevoix Municipal Airport
Charlevoix, MI
Rehabilitate Apron Phase I

Dear Mr. Woody,

QoE Consulting is pleased to submit the attached Amendment for the above referenced projects. This amendment includes services and fees for the construction phase.

I have provided three (3) copies of Amendment I, to you for City execution. Please sign all three copies and return two (2) for processing.

If you have any questions regarding the proposed agreement, please give me a call or e-mail.

QoE Consulting looks forward to continuing to serve the airport engineering and development needs of Charlevoix Municipal Airport.

Sincerely,

QoE Consulting

A handwritten signature in black ink, appearing to read 'Paul D. Shapter'.

Paul D. Shapter, P.E.
Project Manager

AMENDMENT No. 01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT, made the _____ day of _____, 2013 by and between the City of Charlevoix, hereinafter referred to as the "Sponsor", and the consulting engineering firm of QoE Consulting, PLC hereinafter referred to as "Consultant" is being executed by Sponsor and Consultant in order to modify the Agreement between them, dated the 20th day of August, 2012.

CHANGE IN SCOPE: The Consultant shall provide construction engineering services for the Phase I Apron Expansion and Reconstruction.

REASON FOR CHANGE: The original agreement was exclusive of construction engineering services. This Amendment establishes the construction engineering fee, construction engineering services and subconsultant services to be provided during the construction phase. Services shall be defined in Elements 1.20 through 1.30 of the original Agreement and as further described in Attachment A to this Amendment.

CHANGE IN FEE: The Sponsor agrees to pay the Consultant as compensation for the above mentioned services a firm fixed fee thirty four thousand nine hundred twenty and no/100 dollars (\$34,920.00). A fee determination is attached. The fee shall be payable in accordance with the payment schedule shown in the fee determination.

CHANGE IN CONTRACT TIME: Contract time shall be as specified in the original Agreement, Element 2.22 – Time for Completion.

WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement of the day and year first written above and such amendment is hereby effected.

ACCEPTED BY THE SPONSOR

Witness: _____

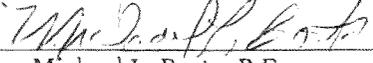
City of Charlevoix
210 State Street
Charlevoix, MI 49720

BY: _____
Authorized Representative of Sponsor

.....
ACCEPTED BY THE CONSULTANT

Witness: _____
Kathryn Phillips
Administrative Assistant

QoE Consulting, PLC
4100 Capital City Blvd., Floor 2
Lansing, MI 48906

BY: 
Michael L. Borta, P.E.
Principal Manager

ATTACHMENT "A"

Scope of Work/Services

Construction Engineering Services

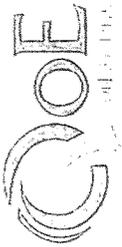
This Charlevoix Municipal Airport project includes phase I, reconstruction and expansion of the apron

Construction Phase Services:

QoE Consulting shall provide the Construction Engineering Services as defined in Elements 1.20 through 1.30 of the Base Agreement dated August 20, 2012 between the City of Charlevoix and QoE Consulting and in general conformance with Contract No. FM15-12-C46 construction plans dated 5/03/13 (as bid) and as prepared by QoE Consulting, as further described below.

1. Element 1.21 – QoE will conduct a preconstruction meeting at the airport to establish government regulatory agency requirements, a project construction schedule, a list of contact personnel and to answer all contractor preconstruction questions.
2. Element 1.23 – QoE will provide construction staking, as required.
3. Element 1.25 – Material testing, subbase and base density testing will be performed by Benchmark Engineering under subconsultant agreement with QoE Consulting. Bituminous and concrete quality assurance testing will be performed by Gosling Czubak Engineering Sciences under subconsultant agreement with QoE Consulting.
4. Element 1.25 – QoE will provide site inspection during the course of construction, as needed to determine if materials and workmanship conform to the plans and specifications.
5. Element 1.27 – QoE will prepare inspection reports coinciding with daily/weekly site inspections. QoE will enter inspection reports in field manager and generate pay estimates and contract modifications.
6. Element 1.28 – QoE will conduct a final inspection, including preparation of a construction punchlist detailing any final construction items to be completed by the contractor.
7. Element 1.29 – QoE will prepare record drawings to show work constructed under this project. QoE will prepare a Final Construction Report which compiles inspection reports, materials test reports, etc.
8. In the event of differences in described services between the August 20, 2012 agreement and this Amendment, the services described in this Amendment shall take first precedence.

QoE Consulting
 4100 CAPITAL CITY BLVD., FLR 2
 LANSING, MI 48906
 (517) 327-1980
 (517) 327-1982



Airport:	Charlevoix Municipal Airport
Location:	Charlevoix, Michigan
Project No.:	3-26-0017-1612
Contract No.:	FM15-1-C46
QoE Job No.:	121511
Date:	June 3, 2013
Revised:	

CONSTRUCTION ENGINEERING - FEE DETERMINATION
 Apron Reconstruction and Expansion Phase 1

PERSONNEL CLASSIFICATION	NO.	RATE	TOTAL	NO.	RATE	TOTAL	NO.	RATE	TOTAL	NO.	RATE	TOTAL	NO.	RATE	TOTAL	NO.	RATE	TOTAL	
Sr. Project Manager	49.50	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Project Manager	46.15	0.00	0.00	1	46.15	46.15	2	92.30	92.30	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Electrical Engineer	49.50	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Civil Engineer	31.05	14	434.70	138	4,284.90	372.60	12	372.60	372.60	6	186.30	1,117.80	16	496.80	7,948.80	4	124.20	496.80	
Project Engineer	31.05	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
CADD Technician	19.75	0.00	0.00	2	39.50	39.50	0	0.00	0.00	8	158.00	1,264.00	0	0.00	0.00	0	0.00	0.00	
Clerical	18.63	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	4	74.52	298.08	0	0.00	0.00	
	0.00	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
	0.00	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
LABOR TOTAL:	14	49.50	26	786.70	339	4,331.05	14	464.90	12	372.60	14	346.30	20	571.32	4	124.20			
DIRECT COSTS:																			
Mileage	0.555	450.00	500	225.00	1,500	832.50	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Per Diem Meals	40.00	1.00	2	80.00	36	1,440.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Printing	0.15	0.00	0	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Printing	0.25	26.00	0	0.00	0	0.00	50	12.50	12.50	5	1.25	6.25	20	5.00	125.00	25	6.25	156.25	
Printing	5.00	10	50.00	0	0.00	0.00	4	20.00	20.00	0	0.00	0.00	5	25.00	125.00	0	0.00	0.00	
Phone	3.00	4	12.00	1	3.00	3.00	1	3.00	3.00	4	12.00	12.00	4	12.00	12.00	2	6.00	12.00	
Room	90.00	0	0.00	0	0.00	0.00	12	1,080.00	1,080.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Survey Equipment	400.00	1	400.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
DIRECT COST TOTAL:						3,888.50						35.50							
OVERHEAD (2.00%):																			
TOTAL:																			
FIXED FEE (0.11%):																			
DIRECT COSTS:																			
TOTAL:																			
SUBCONSULTANT:																			
SUBCONSULTANT:																			
SUBCONSULTANT:																			
GRAND TOTAL:																			

LABOR:	7,427.77
OVERHEAD (2.00%):	14,914.96
TOTAL:	22,342.73
FIXED FEE (0.11%):	2,457.70
DIRECT COSTS:	4,615.25
TOTAL:	29,415.68
SUBCONSULTANT:	1,604.00 Benchmark - density testing
SUBCONSULTANT:	3,900.00 Gosing Czubak bituminous & concrete testing
SUBCONSULTANT:	0.00 Other
GRAND TOTAL:	34,920.68

Construction Estimate

USE \$ 34,920.00

Scope of services:

The project consists both of Asphalt and Concrete paving.

Construction inspection hours: 138 hours

- 5 days at 8 hours for 3 weeks = 120 hours
- 6 hours drive time for 3 weeks = 18 hours

The hours are based on starting on a Monday and working for 3 consecutive weeks. No weekend work/inspection.

Mileage is 450 round trip and 50 vicinity miles.

AMENDMENT No. 02
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT, made the _____ day of _____, 2013 by and between the City of Charlevoix, hereinafter referred to as the "Sponsor", and the consulting engineering firm of QoE Consulting, PLC hereinafter referred to as "Consultant" is being executed by Sponsor and Consultant in order to modify the Agreement between them, dated the 20th day of August, 2012.

CHANGE IN SCOPE: The Consultant shall provide design revisions and construction engineering services for the Apron Expansion and Reconstruction - Phase II.

REASON FOR CHANGE: The original agreement was exclusive of construction engineering services. This Amendment establishes the construction engineering fee, construction engineering services and subconsultant services to be provided during the construction phase II (IA). Services shall be a defined in Elements 1.20 through 1.30 of the original Agreement and as further described in Attachment A to this Amendment. The relocation of a NGS/NOAA Survey Station located in the future apron expansion area is included.

CHANGE IN FEE: The Sponsor agrees to pay the Consultant as compensation for the above mentioned services a firm fixed fee eighty one thousand seven hundred sixty and no/100 dollars (\$81,760.00). A fee determination is attached. The fee shall be payable in accordance with the payment schedule shown in the fee determination.

CHANGE IN CONTRACT TIME: Contract time shall be as specified in the original Agreement, Element 2.22 – Time for Completion.

WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement of the day and year first written above and such amendment is hereby effected.

ACCEPTED BY THE SPONSOR

Witness: _____

City of Charlevoix
210 State Street
Charlevoix, MI 49720

BY: _____
Authorized Representative of Sponsor

.....

ACCEPTED BY THE CONSULTANT

Witness: _____
Kathryn Phillips
Administrative Assistant

QoE Consulting, PLC
4100 Capital City Blvd., Floor 2
Lansing, MI 48906

BY: _____
Michael L. Borta, P.E.
Manager

ATTACHMENT "A"

Scope of Work/Services

Construction Engineering Services

This Charlevoix Municipal Airport project includes phase II, reconstruction and expansion of the apron

Construction Phase Services:

QoE Consulting shall provide the Construction Engineering Services as defined in Elements 1.20 through 1.30 of the Base Agreement dated August 20, 2012 between the City of Charlevoix and QoE Consulting and in general conformance with Contract No. FM15-12-C47 construction plans dated 6/11/13 (as bid) and as prepared by QoE Consulting, as further described below.

1. Element 1.21 – QoE will conduct a preconstruction meeting at the airport to establish government regulatory agency requirements, a project construction schedule, a list of contact personnel and to answer all contractor preconstruction questions.
2. Element 1.23 – QoE will provide construction staking, as required.
3. Element 1.25 – Material testing, subbase and base density testing will be performed by Benchmark Engineering under subconsultant agreement with QoE Consulting. Bituminous quality assurance testing will be performed by Gosling Czubak Engineering Sciences under subconsultant agreement with QoE Consulting.
4. Element 1.25 – QoE will provide site inspection during the course of construction, as needed, to determine if materials and workmanship conform to the plans and specifications.
5. Element 1.27 – QoE will prepare inspection reports coinciding with daily/weekly site inspections. QoE will enter inspection reports in field manager and generate pay estimates and contract modifications.
6. Element 1.28 – QoE will conduct a final inspection, including preparation of a construction punchlist detailing any final construction items to be completed by the contractor.
7. Element 1.29 – QoE will prepare record drawings to show work constructed under this project. QoE will prepare a Final Construction Report which compiles inspection reports, materials test reports, etc.
8. Relocation of a NGS/NOAA Station – NGS/NOAA survey station is within the proposed apron expansion area and is being relocated as part of this project. Benchmark Engineering, under subcontract agreement with QoE Consulting, will move the NGS/NOAA Station.
9. In the event of differences in described services between the August 20, 2012 agreement and this Amendment, the services described in this Amendment shall take first precedence.



QoE Consulting
 4100 CAPITAL CITY BLVD., FLR 2
 LANSING, MI 48906
 P: (517) 327-1980
 F: 517) 327-1982

Airport:	Charlevoix Municipal Airport
Location:	Charlevoix, Michigan
Project No.:	
Contract No.:	FM15-1-C47
QoE Job No.:	131511
Date:	June 26, 2013
Revised:	

CONSTRUCTION ENGINEERING - FEE DETERMINA

Apron Reconstruction and Expansion Phase II

PERSONNEL CLASSIFICATION	HOURLY RATE	Pre-construction Meeting		Construction Staking		Construction Inspection		Project Documents		Final Inspection & Punchlist Followup		Record Drawings Construction & ALP	
		HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL
Sr. Project Manager	49.50		0.00		0.00		0.00		0.00		0.00		0.00
Project Manager	46.15	2	92.30	1	46.15	8	369.20	2	92.30	4	184.60	2	92.30
Electrical Engineer	49.50		0.00		0.00		0.00		0.00		0.00		0.00
Civil Engineer	31.05	14	434.70	26	807.30	350	10,867.50	20	621.00	20	621.00	6	186.30
Civil Engineer	31.05		0.00	26	807.30		0.00		0.00		0.00		0.00
CADD Technician	19.75		0.00	1	19.75		0.00		0.00		0.00	6	118.50
Clerical	18.63	1	18.63		0.00		0.00		0.00		0.00		0.00
LABOR TOTAL:		17	545.63	54	1,680.50	358	11,236.70	22	713.30	24	805.60	14	397.10
DIRECT COSTS:													
Mileage	0.555	450	249.75	900	499.50	4,800	2,664.00		0.00	900	499.50		0.00
Per Diem Meals	40.00	0.25	10.00	2	80.00	33	1,320.00		0.00	2	80.00		0.00
Printing	0.15		0.00		0.00		0.00		0.00		0.00		0.00
Printing	0.25	26	6.50		0.00		0.00	50	12.50	10	2.50	30	7.50
Printing	5.00	10	50.00		0.00		0.00		0.00		0.00	26	130.00
Phone	3.00	4	12.00	4	12.00	24	72.00	6	18.00	4	12.00		0.00
Room	90.00		0.00	2	180.00	26	2,340.00		0.00		0.00		0.00
Survey Equipment	400.00		0.00		0.00		0.00		0.00		0.00		0.00
DIRECT COST TOTAL:			328.25		771.50		6,396.00		30.50		594.00		137.50

LABOR:	16,525.13	
OVERHEAD (2.008)	33,182.46	
TOTAL:	49,707.59	
FIXED FEE (0.11):	5,467.84	
DIRECT COSTS:	8,281.25	
TOTAL:	63,456.68	
SUBCONSULTANT:	1,604.00	Benchmark - density testing
SUBCONSULTANT:	4,400.00	Gosling Czubak bituminous testing
SUBCONSULTANT:	12,300.00	Benchmark - relocation of NGS/NOAA Station
GRAND TOTAL:	81,760.68	

USE: \$ 81,760.00

Construction Estimate: \$730,000

M:\Charlevoix\131511 Apron Phase II\EA\submitted design & construction EA\construction fee phase II.xls

BENCHMARK ENGINEERING, INC.

807 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740
(231) 526-2119
FAX (231) 526-7257

PRINCIPAL
JOSEPH B. O'NEILL, P.S.

CIVIL ENGINEERING
LAND SURVEYING

PROFESSIONAL STAFF
RICHARD E. OELKE, P.S.
BRYAN R. NOLAN, P.E.
JAMES E. YOUNG, P.E., P.S.
NEIL A. HOLSHOE, P.S.

June 20, 2012

Mr. Paul Shapter
QoE Consulting
4100 Capitol City Boulevard, 2nd. Floor
Lansing, MI. 48906

Dear Mr. Shapter,

We Propose to provide Construction Testing services in connection with Phase 2 of the Charlevoix County Airport project, Charlevoix, MI., with a cost summary breakdown to follow:

Our lump sum cost for Testing Services is **\$1,604.00**; the breakdown of this cost is as follows:

1) On-Site Density Determination:

Existing Subgrade: Estimated at One Trip 4 hours @ \$68.00 per hour	\$272.00
Sand Subbase Course: Estimated at One Trip 4 hours @ \$68.00 per hour	\$272.00
Aggregate Base Course: Estimated at One Trip 4 hours @ \$68.00 per hour	\$272.00
Total estimated cost:	\$816.00

2) Aggregate Base Course Sample Analysis:

Sample Analysis: Estimated at One washed gradation 4 hours @ \$68.00 per hour	\$272.00
Collecting Samples 3 hours @ \$68.00 per hour	\$204.00
Total estimated cost:	\$476.00

3) Project Oversight and Reports

3 hours @ \$104.00 per hour	\$312.00
-----------------------------	-----------------

We look forward to working with you again on this project. If you have any questions regarding this proposal breakdown, please feel free to contact me at your convenience.

Yours very truly



Neil A. Holshoe P.S.



June 12, 2013

Mr. Paul Shapter, P.E.
QoE Consulting
4100 Capital City Blvd. Flr. 2
Lansing, Michigan 48906

Dear Mr. Shapter:

This proposal is for materials testing services for the proposed Improvements at the Charlevoix Municipal Airport for the 2014 paving season. Gosling Czubak Engineering Sciences maintains full-service geotechnical engineering and materials testing department. Attached are qualifications of key employees that will be involved in the project. We have based our proposal on the work scope we discussed, although some adjustment during construction should be expected. Our proposed fees for this project will be based on the unit costs outlined below and the hours or other services provided to the job.

Engineering Technician	\$ 55/hr
Senior Engineering Technician, ACI-II, Bit. QAQC	65/hr
Staff Engineer	85/hr
Principal Engineer	145/hr
Laboratory Services	
Cylinder Tests	\$ 16 ea
Flexural Strength- Beams	50 ea

Our hourly rate includes all travel time, mileage charges and report preparation. We will make every attempt to combine trips to the site with other projects in the area or to complete multiple tasks while on site in order to provide any possible cost savings.

Based on the scope shown on the next page, the materials testing will be completed for the Lump Sum Fee of \$4400. If the scope changes or if there are construction related delays, the cost will change. We look forward to working with you on this project.

Please do not hesitate to call if you have any questions.

Sincerely,

GOSLING CZUBAK

Charles D. Brumbaugh, P.E.
Project Manager

Encl

**AIRPORT IMPROVEMENTS-CHARLEVOIX MUNICIPAL AIRPORT
2014 PAVING MATERIALS TESTING ESTIMATE**

ASPHALT TESTING

3 Days @ \$1200 per day	\$ 3600
Core Testing 1 day	\$ 500

PROJECT MANAGEMENT	\$ 300
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LUMP SUM TOTAL	\$ 4400
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Charles D. Brumbaugh, P.E.
Project Manager





CONTRACT FOR SERVICES
2014 Charlevoix Airport Improvement Project
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It is hereby agreed between Gosling Czubak Engineering Sciences, Inc., of 1280 Business Park Drive, Traverse City, Michigan, (Hereinafter GCES) and QoE Consulting of Lansing, Michigan (hereinafter referred to as the "Client") that Gosling Czubak Engineering Sciences, Inc., will perform the professional services as set forth in the Agreement, subject to the terms and provisions set forth.

1. Description of Services: GCES agrees to perform those professional services described in the attached Exhibit "A", proposal for testing services, which is incorporated herein by reference as if the same had been fully set forth.
2. Payment for Services: The total fee for the services will be \$4400 as shown in Exhibit "A", client understands and agrees that the aforementioned amount is an estimate for the scope of work described in Exhibit "A". Additional fees may be billed if the scopes of the work or monitoring hours are changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the date of invoice.
3. Estimated Date of Completion: Absent an act, condition, thing or event beyond the control of the parties hereto, it is anticipated that GCES will complete the performance of the services indicated in Exhibit "A" within 30 days of receipt of notice to proceed.
4. Ownership of Documents: All original documents, drawings, computer files, and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.
5. Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Exhibit "A", such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

CONTRACT FOR SERVICES
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6. Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with applicable profession standards. Neither the Client nor GCES may assign, sublet or transfer their interest in this Agreement, without the prior written consent of the other.

7. Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. Further, if GCES is required to file suite to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

8. Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

9. Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

CLIENT:

Dated: _____ By: _____
Name: _____
Address: _____

GOSLING CZUBAK ENGINEERING SERVICES, INC.

Dated: _____ By: _____
Charles D. Brumbaugh, P.E.
Project Manager

BENCHMARK ENGINEERING, INC.

607 E LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740
(231) 526-2119
FAX (231) 526-7257

CIVIL ENGINEERING
LAND SURVEYING

PRINCIPAL
JOSEPH B. O'NEILL, P.S.

PROFESSIONAL STAFF
RICHARD E. OELKE, P.S.
BRYAN R. NOLAN, P.E.
JAMES E. YOUNG, P.E., P.S.
NEIL A. HOLSHOE, P.S.

February 28, 2013

Mr. Paul Shapter
QoE Consulting
4100 Capitol City Boulevard, 2nd Floor
Lansing, MI. 48906

Dear Mr. Shapter,

We propose to provide professional surveying consulting services in conjunction with the relocation of a NGS/NOAA Station at the Charlevoix Airport, City of Charlevoix, Michigan. A breakdown of our proposal is as follows:

- Mission Planning
 - Prepare Mission Planning Report to NGS
 - Recover offsite required NGS Stations, and submit pre-observation logs and visibility diagrams for NGS approval.
 - Download and submit precise ephemerides prior to observations

- Monument Placement
 - Place 14" diameter by 8' long poured in place concrete monument with a belled bottom
 - Set NGS Marker in top of concrete monument

- GPS Observations
 - Occupy required NGS/NOAA Stations for Processing of a new monument. Including ties to existing PACS, SACS, Benchmarks, HARNs, and CORS

- GPS Processing and Adjustment
 - Provide separate processing of the new NGS Station with PACS, SACS, Benchmarks, HARNs, and CORS
 - Combine separate processing files to establish final adjustment and position

We propose to perform the above listed professional services on a lump sum basis with the opportunity to adjust this proposal if requested to perform these task after March 1, 2014. We estimate the cost of these services to be **\$12,300**.

We look forward to working with you again on this project. If you have any questions regarding this proposal, please feel free to contact me.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Neil A. Holshoe".

Neil A. Holshoe, PS