

**AGENDA**  
CITY OF CHARLEVOIX CITY COUNCIL MEETING

**Monday, January 21, 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 – January 7, 2013 Regular Meeting **PG 1-9**
  - B. Payroll Check Register **PG 10-12**
  - C. Accounts Payable Check Register **PG 13-17**
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
  - A. Consideration to Approve a Little Free Library for Michigan Beach **PG 18-23**
  - B. Consideration to Approve a Resolution for a S-2 Grant for Engineering Improvements to the Wastewater Treatment Plant **PG 24-38**
  - C. Consideration of Cooperative Partnership to Receive 2013 Reverse Sharing **PG 39-46**
  - D. Request to Apply for Michigan Department of Transportation Permits **PG 47-54**
  - E. Appointments **PG 55-66**
    - 1. Zoning Board of Appeals
    - 2. DDA
    - 3. Shade Tree Commission
  - F. Correction to 05.21.2012 Council Minutes **PG 67-69**
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
  - A. Consideration to Approve a Resolution for a S-2 Grant for Engineering Improvements to the Wastewater Treatment Plant **PG 26-28**
  - B. Request to Apply for Michigan Department of Transportation Permits **PG 48-49**
- 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.

**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve a Little Free Library for Michigan Beach

**DATE:** January 21, 2013

**PRESENTED BY:** Val Meyerson

**ATTACHMENTS:**

1. December 19, 2012 memo from Library Director
2. Photo of Little Free Library
3. Little Free Library Steward Information

**BACKGROUND INFORMATION:** Val Meyerson, Charlevoix Library Director, would like City Council to consider allowing a Little Free Library (LFL) to be installed at Michigan Beach during the summer. See attached memo from Ms. Meyerson along with additional information. Library representatives will be responsible for maintaining and stocking the LFL which they envision being next to the concession stand.

**RECOMMENDATION:** To promote literacy and the love of reading for younger generations, Staff recommends City Council make a motion to approve locating a Little Free Library at Michigan Beach for the summer of 2013.

**Charlevoix Public Library**

**Memorandum**

**TO:** Rob Straebel, City Manager  
**FROM:** Valerie Meyerson, Library Director  
**DATE:** December 19, 2012  
**RE:** Little Free Library



Little Free Library (LFL) is an international movement “promoting literacy and the love of reading by building free book exchanges worldwide.” The Charlevoix Public Library would like to install a Little Free Library at Michigan Beach during the summer. The Little Free Library is currently installed at the Charlevoix Area Hospital. The Friends of the Library will visit it on a weekly basis to make sure it is stocked properly and in maintained. The library staff will facilitate moving the LFL from the Hospital to the beach and back again. We visualize the LFL installed next to the concession stand. While the LFL is at the beach, the staff of the Charlevoix Public Library will stock and maintain the structure. I have enclosed a photo of the structure and some information from the Little Free Library movement. You can also visit them online at [littlefreelibrary.org](http://littlefreelibrary.org).

I will plan on attending the City Council meeting 7:00 pm, January 21, 2013, to answer any questions council may have.

Thank you for your consideration.

**RECEIVED**

**DEC 31 2012**

**CITY OF CHARLEVOIX**



## Little Free Library Steward



### Our Mission

- To promote literacy and the love of reading by building free book exchanges worldwide
- To build a sense of community as we share skills, creativity and wisdom across generations
- To build more than 2,510 libraries around the world—more than Andrew Carnegie!

### Roles and Responsibilities

The primary role of a Steward is to care for a Little Free Library so that it becomes and continues a long life as a vital, engaging resource for the neighborhood or community. Stewards are the key local contacts for each Library—for users, donors, the Little Free Library movement and support system. It is not the Steward's responsibility to keep the Library full at all times. Instead, the goal is to welcome participation, create and maintain a friendly place in and around the Library, and encourage people of all ages and backgrounds to share responsibility for it. We encourage you, as a LFL Steward, to:

- Stay up to date on Little Free Library activities, resources and initiatives. Be aware of opportunities to promote reading and literacy. Participate on behalf of your Library users whenever you can, or find others who will.
- Protect the integrity of the Library itself, its contents and the overall reputation of the Little Free Library movement.
- Make sure your Library is orderly, in good repair, fun and interesting. Communicate with your neighbors and other Library users to get advice and ideas. Stay in touch with other Stewards.
- Be available to speak with local media to help positively promote the exciting Little Free Library movement!
- Keep Little Free Library informed about how things are going via our [Facebook page](#) or by sending an email to [info@littlefreelibrary.org](mailto:info@littlefreelibrary.org).

### Understandings and Assumptions

In a very real sense, Stewards are like the parents of their Libraries. If you built it, bought it, decorated it, use it or sponsored it, you treasure it.

We know from experience that the most successful Little Free libraries have stewards who have actively engaged their neighbors and communities in nurturing and developing their LFL. It is also the most effective way to avoid any potentially negative acts toward the library – having many eyes and ears watching over the care of a special asset to the neighborhood.

### Benefits

LFL Stewards are key to the success of the Little Free Library concept. Without you, they are just a cute little structure! With your active enthusiasm and engagement, they can become a real asset to not only your neighborhood, but can also bring you new opportunities to connect with people that may share your interests (particularly your love of books), and can provide a fulfilling experience. We are partners with you and will support you with ongoing information and helpful resources and other useful benefits.

Print this and share it if you like.

5. **Remember: it's not just the content of books but the memories and thoughts that books generate that matter.** It helps to have book plates where donors and sharers can tell why they contributed the book and what they value about it.
6. **Build a backup reserve of books by involving book lovers** --book clubs and discussion groups, and people who have big home libraries--but also Friends of Libraries, used bookstores and folks who will thoughtfully patronize Goodwill and St. Vincent de Paul.
7. **Other sources of books: other Little Libraries!** It's fun to make the occasional rounds of Libraries to see what they contain. Anyone can move books from one to the other. You don't have to ask permission.
8. **Keep in mind that this is not a government program or a "consumer" driven business.** It's just regular people who want to be involved in promoting a sense of community, reading for children, literacy for adults and libraries around the world.
9. **Don't: burden Little Library users with lots of rules, do's and don'ts.** Don't worry. ☺ Accept the fact that all people are not always respectful and (maybe a teenie bit of) vandalism may occur. But if you have enough good people involved from the beginning, you will have established the norm of respectful Library use.
10. **Respect freedom of expression and diversity. But also feel free to keep a balance of books available.** If a Little Library becomes a source of religious proselytizing, you will probably lose a lot of interest.
11. **Have a good steward who is not afraid to encourage others to pitch in.** The steward is not supposed to do all the work. In fact, in some neighborhoods, the best insurance for success and sustainability is recruiting kids or adults to be Neighborhood Library Champions. They can provide a valuable service and build self esteem by visiting and checking the Libraries regularly. We have a position description on the website for that as well as for Stewards, Ambassadors (our heroes, who are true believers and action-oriented) and other volunteers.

And finally...**check the Little Free Library group on Facebook.** Ask for help and advice. We have hundreds of experts who are learning good things every day.

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**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve a Resolution for a S2 Grant for Engineering Improvements to the Wastewater Treatment Plant

**DATE:** January 21, 2013

**PRESENTED BY:** Rob Straebel

**ATTACHMENTS:** Resolution and Sample Grant Agreement

**BACKGROUND INFORMATION:** According to new compliance requirements for the City's National Pollution Discharge Elimination System (NPDES) permit for the Wastewater Treatment Plant, the City will need to treat ammonia by the end of 2015. Currently, the plant is not designed for ammonia treatment thereby requiring major improvements to treatment processes to comply with new permit regulations. Additionally, there have not been major upgrades to the treatment plant in a very long time. The City is working with an engineering firm, Prein and Newhoff to design the improvements, develop construction drawings and bid the project. Construction would begin in 2014 with improvement completed by 2015 when new ammonia limits are implemented.

To offset some of the engineering fees, the City is pursuing grant dollars through the State Revolving Fund to offset engineering and design work. According to the resolution, S2 grant funds would pay for 90% of the planning and design work. Total costs at this point are \$120,000 of which the City would need to match 10% or \$12,000 to qualify for a \$108,000 grant. The amount includes additional planning services for Prein and Newhoff and monies to complete a User Charge System Analysis. Monies have been budgeted in the proposed 2013-14 Budget.

It is important to understand that the project will require bonding with increases in sewer rates paying for annual debt service. There may be substantial increases in sewer rates which will not be well-received by many residents in our service areas-City, Charlevoix and Marion Townships. The actual rate increases will be determined by a User Charge System Analysis that is driven by total project costs. Nevertheless, the City cannot be out of compliance with the new NPDES permit and must make improvements to the plant to address ammonia issues. It is important to note that if the City does not submit an administratively complete loan application for financial assistance for the project within three years of the grant award, the City will be required to repay all grant monies at an 8% penalty.

A legal review has been completed. If grant is awarded, City will be sent a formal grant agreement for approval. Sample grant agreement is for illustrative purposes only.

**RECOMMENDATION:** To insure that the City remains in compliance with new NPDES regulations, Staff recommends City Council make a motion to approve Resolution #\_\_\_\_\_, a Resolution Authorizing the S-2 Grant Agreement.

City \_\_\_\_\_ of Charlevoix  
County of Charlevoix

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the \_\_\_\_\_ of the \_\_\_\_\_ of City of Charlevoix  
County of Charlevoix, State of Michigan, (the "Municipality") held on  
\_\_\_\_\_.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_  
\_\_\_\_\_

Member \_\_\_\_\_ offered and moved the adoption of the following resolution,  
seconded by Member \_\_\_\_\_.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$120,000.00 \_\_\_\_\_ ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. \_\_\_\_\_ (*title of the designee's position*), a position currently held by \_\_\_\_\_ (*name of the designee*), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS:       Members:

NAYS:       Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Name \_\_\_\_\_ of \_\_\_\_\_, Clerk  
\_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_



## Michigan Finance Authority

### STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of \_\_\_\_\_ 20\_\_\_\_, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the \_\_\_\_\_, County of \_\_\_\_\_ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

#### GRANTEE INFORMATION:

\_\_\_\_\_  
Name/Title of Authorized Representative  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address  
\_\_\_\_\_  
Federal ID number

#### GRANT INFORMATION:

Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Amount of Grant: \$ \_\_\_\_\_  
Amount of Match \$ \_\_\_\_\_ (10% or more)  
Project Total \$ \_\_\_\_\_ (grant plus match)  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### DEQ REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address

#### AUTHORITY REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

MICHIGAN FINANCE AUTHORITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

**I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

**III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

#### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

#### **V. GRANTEE RESPONSIBILITIES**

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

#### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.210 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **VIII. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **IX. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **X. CONFLICT OF INTEREST**

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

## **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

## **XIV. COMPENSATION**

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

## **XV. CLOSEOUT**

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

## **XVI. CANCELLATION**

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

## **XVII. TERMINATION**

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

#### **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REFAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time, or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source.

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum 2-10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

**(D) Grantee Reimbursements and Deliverables**

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

**(E) Miscellaneous Provisions**

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

**XIX. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

**XX. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

**XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

**S2 Grant Program**

Project No. \_\_\_\_\_

**Exhibit A**

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

DEQ Approved Grant Amount: \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars

Time Period for Eligible Costs: Start Date \_\_\_\_\_ (month/year)

End Date \_\_\_\_\_ (month/year)

Description of Approved Project Scope:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEQ Approved Project Costs	
1. Planning Costs	\$
2. Revenue System Development Costs	\$
3. Design Engineering Costs	\$
4. Eligible Cost Subtotal	\$
5. LESS ( $\geq 10\%$ ) Local Match	\$
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve City of Charlevoix Cooperation/Collaboration/Consolidation Plan for 2013

**DATE:** January 21, 2013

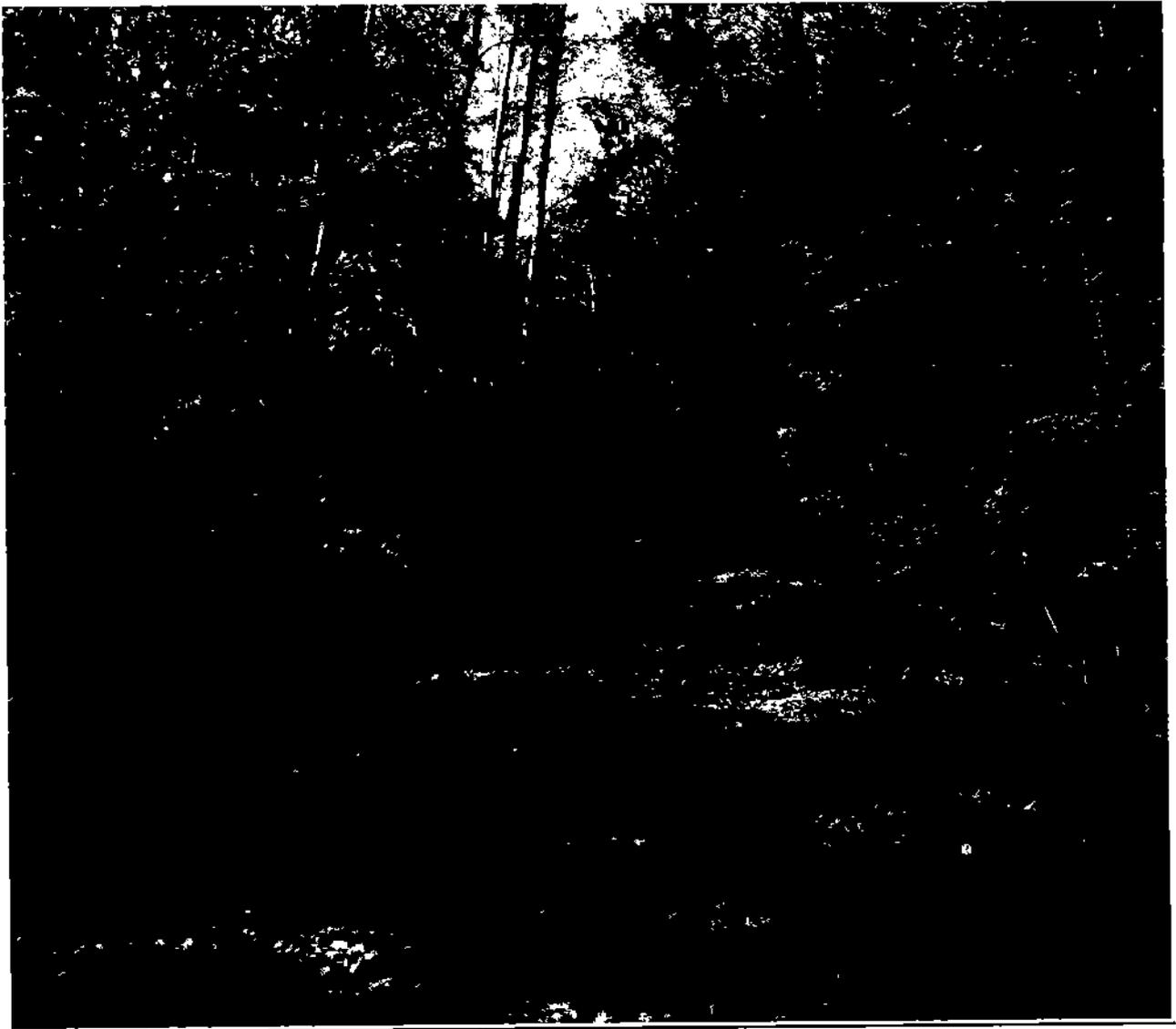
**PRESENTED BY:** Rob Straebel

**ATTACHMENTS:** Draft Cooperation/Collaboration/Consolidation Plan 2013

**BACKGROUND INFORMATION:** Per the State of Michigan's Economic Vitality Incentive Program (EVIP), the City must complete three criteria to qualify for statutory revenue sharing. Statutory revenue sharing amounts to approximately \$24,000 per year with Part 2 Collaboration payments from the State of \$8,000. Criteria #1 includes development of a Citizen's Guide and Financial Dashboard to better highlight the City's financial position. This step has been completed by the City Treasurer. Criteria #2 requires municipalities to submit a Cooperation/Collaboration/Consolidation Plan and is due by February 1, 2013. The attached draft plan includes past cooperation efforts and lists future measures the City may take to increase our partnering efforts with other government agencies.

**RECOMMENDATION:** Council may choose to add, subtract or modify any items in the draft report. If Council is comfortable with contents of the report, a motion should be made to approve the 2013 Consolidation/Cooperation/Collaboration Plan.

City of Charlevoix  
2013 Cooperation, Collaboration and  
Consolidation of Services Plan  
Category 2 of the State of Michigan  
Economic Vitality Incentive Program



In an unique public/private cooperative effort, the City of Charlevoix, Charlevoix Township and St. Mary's Cement Company are collaborating on the construction of the Lake to Lake Multi-Use Trail

## **EXECUTIVE SUMMARY**

As part of the state government requirements to improve intergovernmental cooperation throughout state and local governments, the City of Charlevoix has developed this report to our residents. Charlevoix's Collaboration/Cooperation/Consolidation Plan provides an in-depth look at areas of Charlevoix's government that have the potential for intergovernmental cooperative efforts.

The City of Charlevoix has a long and successful history of collaborating and cooperating with its neighboring communities. In many cases, municipal services would not be possible without collaborating with our neighbors. In other cases, the level of service that we can provide through collaboration is much greater than if we had provided the service for just our residents. In some collaborative/cooperative efforts, the benefits of collaboration are more through coordinated efforts that enhance the service for each community than simply cost savings for the community. Please keep in mind that the cost savings by collaborative effort is difficult to estimate. In many instances there is not a numerical value that can be placed on the cooperative efforts. The calculation of the cost savings often depends on the perspective of the entity making the estimate and the set of assumptions about the level of service to be provided. Finally, not all collaborative efforts are undertaken for cost saving reasons. Sometimes a collaborative effort is just good public policy and prudent to undertake.

As demonstrated in this report, the City of Charlevoix has a long and successful track record with collaborating and cooperating with outside agencies. City officials continually strive to improve services or reduce costs via cooperation or consolidation efforts. The City of Charlevoix is committed to continue working with its neighboring municipalities on existing and potential collaborative efforts. It is important to note some of the ideas are simply conceptual at this point; there may be unknown factors that might make the idea uneconomical or unlikely. The Plan will be made available at City Hall and posted on the City's website.

New efforts being planned:

### **1. Commission a Feasibility Study for Fire Department Consolidation**

Charlevoix County has a relatively large number of fire departments serving a relatively small area. These departments typically only serve specific political jurisdictions and have not been developed according to response time and service level needs. Because area municipalities and townships serve specific political boundaries, there is a fair amount of overlap and redundancy in equipment. Furthermore, there is little consideration as to what is the most cost effective method of serving this area regardless of city or township boundaries. The City may explore a more efficient delivery of fire services by commencing a feasibility study. This initiative will be dependent upon the approval of all affected fire departments. At this time, the costs savings are unknown. As the initiative is better defined, a cost estimate will be more easily determined.

**Implementation Timeline-** The City will broach commissioning a feasibility study regarding consolidating fire departments. If jurisdictions are agreeable to feasibility study, we will bring a consultant on board to study the issue. Next steps will be determined by the study. Full consolidation of fire departments will take years to complete and is dependent upon political will of community officials.

**Jurisdictions Involved-** City of Charlevoix and Charlevoix Township

**Estimated Savings/(Loss)-** Undetermined at this point. Substantial savings if completed.

**Description of Estimated Savings/(Loss)-** Undetermined

**Other Consolidation Benefits-** Better communication, more efficient service delivery

### **2. Pursue Funding for Mt McSuaba Ski Area**

The City of Charlevoix offers a wide array of different recreation activities that are enjoyed by township and city residents and also visitors to our community. Mt. McSauba Ski Area is heavily subsidized from the City's General Fund. To more equitably spread the costs of this activity, funding will be pursued from nearby townships. Costs savings to the City would be substantial but are difficult to quantify at this point.

**Implementation Timeline-** The City will broach the viability of funding Mt. McSauba in 2013 through township participation. If jurisdictions are agreeable, we will utilize user numbers from different townships to offset costs of the annual general fund subsidy. Next steps will be to approach townships and request funding.

**Jurisdictions Involved-** City of Charlevoix, Marion, Hayes and Charlevoix Townships

**Estimated Savings/(Loss)-** Undetermined at this point. Substantial savings if completed.

**Description of Estimated Savings/(Loss)-** Undetermined

**Other Consolidation Benefits-** Better communication, more efficient service delivery, maintain affordable ski rates.

### **3. Complete Construction with Charlevoix Township in the Development of the Lake to Lake Multi-Use Trail**

The City and Charlevoix Township will complete construction of the Lake to Lake Multi Use Trail located in both the township and the city. The trail would connect Lake Charlevoix and Lake Michigan at Fisherman's Island State Park. The trail will use an abandoned rail bed owned by St. Mary's Cement Company. A connection to the City's trail system allowing for linkage to the Little Traverse Wheel Way would be included in the initiative. Costs savings using grant dollars are in the \$285,000 range.

**Implementation Timeline-** Project should be completed by November of 2013. Property acquisition for trail to take place in January/February 2013. Final projects specifications and bid documents completed by early Spring, 2013. Project let in summer 2013 with construction in late summer/early fall. Project completed by November, 2013

**Jurisdictions Involved-** City of Charlevoix and Charlevoix Townships

**Estimated Savings/(Loss)-** Undetermined at this point. Substantial savings if completed.

**Description of Estimated Savings/(Loss)-** \$285,000 with MDOT Enhancement Grant

**Other Consolidation Benefits-** More efficient service delivery, taxpayer savings with MDOT grant, offering a new alternate transportation option, positive public relations through collaborative efforts.

### **4. Partner with Charlevoix Middle School for a Safer Pedestrian Crossing of Bridge Street**

Last year, a middle school student was struck by an automobile while crossing Bridge Street (U.S. 31). The City will work with School officials in developing and implementing a safer crosswalk across Bridge Street. School and City officials will pursue grant opportunities and work with MDOT in completing improvements for a safer crosswalk. By creating a strong partnership with the School District and City, the two entities will be able to pursue grant dollars for a school crossing. Grant dollars and subsequent savings will be in the \$10,000-\$50,000 range.

**Implementation Timeline-** Project should be completed by November of 2013. Grant submittal will be in April of 2013 with grant funding available in the summer. If grant dollars are awarded project could be completed in late summer or fall of 2013.

**Jurisdictions Involved-** City of Charlevoix and Charlevoix School District

**Estimated Savings/(Loss)-** Estimated savings of up to \$50,000 because of partnering efforts on grant application.

**Description of Estimated Savings/(Loss)-**Savings would be mainly due to City and School District partnering on grant submittal.

**Other Consolidation Benefits-** Safer street crossing for student and pedestrians, positive public relations by collaborative efforts.

## **5. Initiate Development of Joint Purchase Agreements with other Townships or Municipalities**

To obtain the best available pricing, the City of Charlevoix will seek to bid out such things as gravel, ice control, janitorial supplies, bulk oil for fleets, tree trimming/removal, and testing/services with other townships or municipalities. By developing a larger scope of work, the City and its partners will get better pricing leading to costs savings for everyone. Costs savings are difficult to estimate at this point.

**Implementation Timeline-** Cooperation efforts will be on-going throughout 2013.

**Jurisdictions Involved-** City of Charlevoix, Charlevoix School District, Boyne City, East Jordan, Charlevoix Township

**Estimated Savings/(Loss)-** Difficult to quantify-could be several thousands of dollars in taxpayer savings.

**Description of Estimated Savings/(Loss)-**Savings are realized though better bulk prices by soliciting materials and services on a multi-governmental level.

**Other Consolidation Benefits-** Lower material and supply costs, positive public relations by collaborative efforts.

## **6. Consider Renting City Equipment to Adjoining Municipalities and Townships**

Through prudent budgeting over the last 20 years, the City has invested millions of dollars in equipment for the electric, water and sewer utilities, street department and fire/ems

department. In many cases, equipment purchases such as a jet truck, bucket truck or fire/ems vehicles have to be budgeted for several years in advance. To recoup some of these costs, the City should explore renting of the equipment to our adjoining neighbors. Rental rates must cover all city expenses including travel time and personnel costs. By working cooperatively with other nearby government entities, the City would seek reciprocal levels of cooperation by potentially renting equipment not currently owned by the City. Savings to the City could be \$1,000-\$5,000 per year.

**Implementation Timeline-** Cooperation efforts will be on-going throughout 2013.

**Jurisdictions Involved-** City of Charlevoix, Charlevoix School District, Boyne City, East Jordan, Charlevoix Township

**Estimated Savings/(Loss)-** \$1,000 to \$5,000

**Description of Estimated Savings/(Loss)-**Revenues generated by renting equipment establishes another revenue source to offset equipment purchases and maintenance costs. Savings to other levels of government by keeping rental rates affordable

**Other Consolidation Benefits-** New revenue source for City, positive public relations by collaborative efforts.

## **7. Successfully Complete First Year of Joint Collaboration on Assessing Services**

In 2012, Charlevoix County voted to terminate contracts with the City of Charlevoix, Boyne City and East Jordan for assessing services. The cities recently hired one assessing firm to complete all assessing for our respective municipalities. We are still working on software purchases and transfer of all property information to the three cities.

**Implementation Timeline-** First full year of sharing assessing services in 2013

**Jurisdictions Involved-** City of Charlevoix, Boyne City, East Jordan

**Estimated Savings/(Loss)-** \$15,000

**Description of Estimated Savings/(Loss)-**There is approximately a \$15,000 annual savings to the City by partnering with two other municipalities on assessing services.

**Other Consolidation Benefits-** More extensive property records kept at City Hall, positive public relations by collaborative efforts.

**8. Partner with Charlevoix School District in Leasing Excess Capacity Fiber Optic Cable to Merit Network, Inc. or other interested Parties**

The City and Charlevoix School District jointly own fiber optic cable that runs from the north side of the City to the south side terminating at the High School. Through a consultant we have identified a specific number of fiber optic cables as “excess capacity” that could be leased to interested parties. City will work with Merit Network in leasing fiber to them for additional revenues. In 2013, City and School District will identified and execute connections points along the jointly owned fiber line for Merit’s use.

**Implementation Timeline-** Physical connections from Merit on to the fiber optic line will occur in 2013.

**Jurisdictions Involved-** City of Charlevoix, Charlevoix School District

**Estimated Savings/(Loss)-** Revenues generated amount to \$17,000 and over \$700 per year for routine maintenance for City and School District.

**Description of Estimated Savings/(Loss)-**Additional revenues that would not have been generated with this partnering effort. Fiber optic cable excess capacity would not have been utilized by either entity.

**Other Consolidation Benefits-** Better communication with School District, positive public relations by collaborating with School District

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Request to Apply for Michigan Department of Transportation Permits

**DATE:** January 21, 2013

**PRESENTED BY:** City Manager Rob Straebel

**ATTACHMENTS:** MDOT Annual Permit Application and Permit for Miscellaneous Operations with the State Trunkline Right-of-Way

MDOT Performance Resolution for Governmental Bodies

**BACKGROUND INFORMATION:**

The State of Michigan Department of Transportation (MDOT) requires various permits to be obtained to work in the highway right-of-way. The City Staff desires to apply for an Annual Permit to plant and maintain petunias, plant, remove and trim trees, work on various overhead and underground utilities, do survey work and soil borings, emergency hazardous spill/clean up, host parades and other day to day maintenance operations in the US 31 right-of-way.

**RECOMMENDATION:**

Staff requests the City Council to consider approving the attached resolution, which is a performance resolution for governmental bodies that is required by MDOT for any operations within the highway right-of-way.

## PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

*This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."*

RESOLVED WHEREAS, the City of Charlevoix  
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title
Robert J. Straebel		City Manager
Patrick Elliott		Superintendent DPW
Don Swern		Electric Superintendent
Linda Jo Weller		Executive Assistant

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_  
(Name of Board, etc)

of the \_\_\_\_\_ of \_\_\_\_\_  
(Name of GOVERNMENTAL AGENCY) (County)

at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ day of  
 20\_\_\_\_ A.D.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

### REQUEST AND ORDER TO CLOSE STATE HIGHWAY

For each parade or event, the local governmental agency is required to complete and submit this form and the on-line Advance Notice of Permitted Activity together with a map of the parade route or event, showing police traffic control points and any traffic control signing that will be put in place. Submit requests to the appropriate MDOT Transportation Service Center a minimum of 30 days in advance of the parade or event and the on-line Advance Notice of Permitted Activity a maximum of 21 days in advance of the parade or event.

Parade or Event Name: Keep Charlevoix Beautiful Petunia Planting Day

Same Parade Route or Traffic Control Plan as last year?  Yes  No

IN ACCORDANCE WITH THE PROVISION OF ACT 328, Section 497, Public Acts of 1931, as amended and Act 200, Section 3, Public Acts of 1969, as amended and subject to the application and resolution on file,

City of Charlevoix (local government agency) hereby requests that

State Highway US 31, be  Closed  Partially Closed

From Airport Drive (cross street) to Division Street (cross street)

During the following date(s) and time(s):

Starting Date May 23, 2013

Starting Time 2:00 p.m.

Ending Date May 23, 2013

Ending Time 6:00 p.m.

Requested by: Robert J. Straebel  
Print

Title: City Manager Date: 1/16/13

\_\_\_\_\_  
Signature

**MDOT USE ONLY – DO NOT WRITE BELOW THIS LINE**

BY PROVISION OF THE LAW, one copy of this order must be posted at each end of State Highway being closed to traffic. It will be necessary for you to see that proper traffic control signs are erected and adequate police protection is provided during the time specified in this Official Closing Order.

IN WITNESS WHEREOF, I have hereunto set my hand in \_\_\_\_\_, Michigan  
this \_\_\_\_\_, 20\_\_\_\_, and do hereby Order this State Highway Closure.

MDOT UP-67 (03/11)



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

REQUEST AND ORDER TO CLOSE STATE HIGHWAY

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IN ACCORDANCE WITH THE PROVISION OF ACT 328, Section 497, Public Acts of 1931, as amended and Act 200, Section 3, Public Acts of 1969, as amended and subject to the application and resolution on file,

City of Charlevoix (local government agency) hereby requests that

State Highway M-66, be  Closed  Partially Closed

From Stover Road (cross street) to US 31 (cross street)

During the following date(s) and time(s):

Starting Date May 23, 2013

Starting Time 2:00 p.m.

Ending Date May 23, 2013

Ending Time 6:00 p.m.

Requested by: Robert J. Straebel Title: City Manager Date: 1/16/13  
Print

\_\_\_\_\_  
Signature

**MDOT USE ONLY – DO NOT WRITE BELOW THIS LINE**

BY PROVISION OF THE LAW, one copy of this order must be posted at each end of State Highway being closed to traffic. It will be necessary for you to see that proper traffic control signs are erected and adequate police protection is provided during the time specified in this Official Closing Order.

IN WITNESS WHEREOF, I have hereunto set my hand in \_\_\_\_\_, Michigan  
this \_\_\_\_\_, 20\_\_\_\_, and do hereby Order this State Highway Closure.

MDOT UP-67 (03/11)



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

REQUEST AND ORDER TO CLOSE STATE HIGHWAY

For each parade or event, the local governmental agency is required to complete and submit this form and the on-line Advance Notice of Permitted Activity together with a map of the parade route or event, showing police traffic control points and any traffic control signing that will be put in place. Submit requests to the appropriate MDOT Transportation Service Center a minimum of 30 days in advance of the parade or event and the on-line Advance Notice of Permitted Activity a maximum of 21 days in advance of the parade or event.

Parade or Event Name: Memorial Day Parade

Same Parade Route or Traffic Control Plan as last year?  Yes  No

IN ACCORDANCE WITH THE PROVISION OF ACT 328, Section 497, Public Acts of 1931, as amended and Act 200, Section 3, Public Acts of 1969, as amended and subject to the application and resolution on file,

City of Charlevoix (local government agency) hereby requests that

State Highway US 31, be  Closed  Partially Closed

From Carpenter Avenue (cross street) to Clinton Street (cross street)

During the following date(s) and time(s):

Starting Date May 27, 2013

Starting Time 10:00 a.m.

Ending Date May 27, 2013

Ending Time 11:00 a.m.

Requested by: Robert J. Straebel Title: City Manager Date: 1/16/13  
Print

\_\_\_\_\_  
Signature

**MDOT USE ONLY – DO NOT WRITE BELOW THIS LINE**

BY PROVISION OF THE LAW, one copy of this order must be posted at each end of State Highway being closed to traffic. It will be necessary for you to see that proper traffic control signs are erected and adequate police protection is provided during the time specified in this Official Closing Order.

IN WITNESS WHEREOF, I have hereunto set my hand in \_\_\_\_\_, Michigan  
this \_\_\_\_\_, 20\_\_\_\_, and do hereby Order this State Highway Closure.

MDOT UP-67 (03/11)



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

### REQUEST AND ORDER TO CLOSE STATE HIGHWAY

For each parade or event, the local governmental agency is required to complete and submit this form and the on-line Advance Notice of Permitted Activity together with a map of the parade route or event, showing police traffic control points and any traffic control signing that will be put in place. Submit requests to the appropriate MDOT Transportation Service Center a minimum of 30 days in advance of the parade or event and the on-line Advance Notice of Permitted Activity a maximum of 21 days in advance of the parade or event.

Parade or Event Name: July 4th Parade

Same Parade Route or Traffic Control Plan as last year?  Yes  No

IN ACCORDANCE WITH THE PROVISION OF ACT 328, Section 497, Public Acts of 1931, as amended and Act 200, Section 3, Public Acts of 1969, as amended and subject to the application and resolution on file,

City of Charlevoix (local government agency) hereby requests that

State Highway US 31, be  Closed  Partially Closed

From Carpenter Avenue (cross street) to Clinton Street (cross street)

During the following date(s) and time(s):

Starting Date July 4, 2013

Starting Time 10:00 a.m.

Ending Date July 4, 2013

Ending Time 11:00 a.m.

Requested by: Robert J. Straebel Title: City Manager Date: 1/16/13  
Print

\_\_\_\_\_  
Signature

**MDOT USE ONLY – DO NOT WRITE BELOW THIS LINE**

BY PROVISION OF THE LAW, one copy of this order must be posted at each end of State Highway being closed to traffic. It will be necessary for you to see that proper traffic control signs are erected and adequate police protection is provided during the time specified in this Official Closing Order.

IN WITNESS WHEREOF, I have hereunto set my hand in \_\_\_\_\_, Michigan  
this \_\_\_\_\_, 20\_\_\_\_, and do hereby Order this State Highway Closure.

MDOT UP-67 (03/11)



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

REQUEST AND ORDER TO CLOSE STATE HIGHWAY

For each parade or event, the local governmental agency is required to complete and submit this form and the on-line Advance Notice of Permitted Activity together with a map of the parade route or event, showing police traffic control points and any traffic control signing that will be put in place. Submit requests to the appropriate MDOT Transportation Service Center a minimum of 30 days in advance of the parade or event and the on-line Advance Notice of Permitted Activity a maximum of 21 days in advance of the parade or event.

Parade or Event Name: Holiday Parade

Same Parade Route or Traffic Control Plan as last year?  Yes  No

IN ACCORDANCE WITH THE PROVISION OF ACT 328, Section 497, Public Acts of 1931, as amended and Act 200, Section 3, Public Acts of 1969, as amended and subject to the application and resolution on file,

City of Charlevoix (local government agency) hereby requests that

State Highway US 31, be  Closed  Partially Closed

From Upright Avenue (cross street) to Clinton Street (cross street)

During the following date(s) and time(s):

Starting Date November 29, 2013

Starting Time 5:30 p.m.

Ending Date November 29, 2013

Ending Time 6:00 p.m.

Requested by: Robert J. Straebel  
Print

Title: City Manager Date: 1/16/13

\_\_\_\_\_  
Signature

**MDOT USE ONLY – DO NOT WRITE BELOW THIS LINE**

BY PROVISION OF THE LAW, one copy of this order must be posted at each end of State Highway being closed to traffic. It will be necessary for you to see that proper traffic control signs are erected and adequate police protection is provided during the time specified in this Official Closing Order.

IN WITNESS WHEREOF, I have hereunto set my hand in \_\_\_\_\_, Michigan

this \_\_\_\_\_, 20\_\_\_\_, and do hereby Order this State Highway Closure.

MDOT UP-67 (03/11)

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Appointments

**DATE:** January 21, 2013

**PRESENTED BY:** Carol Ochs

**ATTACHMENTS:** Appointment listing

**BACKGROUND INFORMATION:**

**The following appointments are expired:**

DDA, Jeannine Wallace (4/12, until successor appt., Mr. Carey advises she is willing to continue)      Mayoral Appt – 4 yr term

**The following appointments expired 12/31/2012:**

Shade Tree Commission, Ken Polakowski      Mayoral Appt – 3 yr. term

ZBA, Richard Clem (an appointment to this seat must be made w/in 30 day of exp.)      Council Appt – 3 yr term

**The following vacancies exist:**

Shade Tree Commission, term expiring 12/31/13      Mayoral Appt – 3 yr. term

**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	City Hall Fax Home (Please use sparingly)
<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	11-07-11 (11-07-11)	12-31-13
Greg Bryan 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 Gorney 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
Richard Clem 209 E. Upright Ave. 547-5463 - H 675-8677 - C	12-21-09 (08-03-09)	12-31-12

**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  
(8-2-93)

4-13

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

10-03-11  
(10-03-11)

4-13

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

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

4-14

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

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

4-14

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

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

4-15

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

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

4-15

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

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

4-16

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

05/06/08  
(4-12-82 to 4-12-89)  
(04-12-92)

4-12

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

Larry Boog 310 Mason St 547-6969 – H	01-16-12 (09-17-07)	4-14
Francis Flanders – Vice Chair 217 Belvedere Terrace #26 547-4887-H	01-16-12 (1-5-98)	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 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)	12-31-12
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Dennis Kusina 205 Elm St. 547-4844 Home	01-07-13 (11-16-09)	12-31-12
---	------------------------	----------

**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
---	--------------------------	----------

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**

<b>VACANCY</b>	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

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

Jim Jinsky 106 Eaton Ave 547-4195	04-19-10 (04-20-09)	4-15
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Lillian Left 407 Prospect St. 547-5412-H	01-16-12 (3-16-98)	4-16
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Joan Buday 104 St Mary's Drive 547-2474 -H	01-07-13 (09-04-07)	4-17
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Joanie Olach 210 W. Garfield, #208 622-2765	03-19-12 (03-19-12)	4-13
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Mary Lee Campbell 309 East Dixon Ave. 547-2478-H	04-20-09 (11-4-99)	4-14
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**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
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## 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	11-19-12 (06-05-06)	06-00-10

\* architect member, per ord.

### **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 Herbert

(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	<b>VACANCY</b>	
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 Potakowski 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		

**GEMETERY 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 Swern  
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 Shapler, Ron Lebbon  
4100 Capital City Blvd., 2<sup>nd</sup> 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

Matt Bailey, 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 Shapler, Ron Lebbon  
4100 Capital City Blvd., 2<sup>nd</sup> 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

Matt Bailey, 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 Borta, RW Armstrong  
4100 Capital City Blvd., 2<sup>nd</sup> 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

Matt Bailey, 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 Knulson  
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 Shapier  
RW Armstrong  
4100 Capital City Blvd., 2<sup>nd</sup> 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

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Correction to 05.21.2012 Council Minutes

**DATE:** January 21, 2013

**PRESENTED BY:** Carol Ochs

**ATTACHMENTS:** Excerpt from 05.21.2012 minutes showing correction, voting roll record

**BACKGROUND INFORMATION:**

It has come to our attention that there was an error in recording the votes on one of the resolutions passed at the 05.21.2012 Council meeting. We will need a motion from Council in order to correct the minutes.

The minutes indicate that Council members Cole and Picha vote "yea" instead of "nay." The correction does not change the outcome of the vote.

**RECOMMENDATION:**

Motion to approve the May 21, 2012 minutes as corrected and shown on p. \_\_\_ of the Council packet.

Council generally agreed that, as the Harbormaster is a seasonal employee, the City Manager is the best person to act as the City representative in the Port Community.

Action by resolution.

P. Closed Session – CWA Union Negotiations

Motion by Councilmember Picha, second by Councilmember Cole, to enter into closed session to discuss CWA contract negotiations.

Yeas: Cole, Gennett, Kusina, Picha, Stevens  
 Nays: None  
 Absent: Vollmer

Council entered into closed session at 9:11 p.m. after a short recess.  
 Council reconvened in open session at 9:25 p.m.

Q. Consideration to Approve the Proposed 2012-2015 CWA Contract

Motion by Councilmember Gennett, second by Councilmember Cole, to approve the agreement between the City of Charlevoix and the Communication Workers of America, AFL-CIO, dated June 1, 2012 through May 31, 2015.

Mayor Carlson opened the item to public comment at 9:26 p.m. There was no public comment. The item was closed to public comment at 9:26 p.m.

Yeas: Cole, Gennett, Kusina, Picha, Stevens  
 Nays: None  
 Absent: Vollmer

R. MERS Resolution for a Change of Benefit – CWA Personnel

City Treasurer Brandi presented the item and answered questions from Council. This change in benefit is outlined in the CWA contract and keeps the City in compliance with the State's Economic Vitality Incentive Program (EVIP) requirements.

Mayor Carlson opened the item to public comment at 9:27 p.m. There was no public comment. The item was closed to public comment at 9:27 p.m.

Action by resolution.

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action  
 None.

IX. Resolutions

A. Resolution Establishing Project Redevelopment Area and Development District

Motion by Councilmember Gennett, second by Councilmember Stevens, to adopt Resolution No. 2012-05-01 as follows:

**CITY OF CHARLEVOIX  
 RESOLUTION NO. 2012-05-01  
 RESOLUTION ESTABLISHING REDEVELOPMENT PROJECT AREA AND DEVELOPMENT DISTRICT**

WHEREAS, pursuant to Act 501 of the Public Acts of 2006, MCL 436.1521a(1), the City of Charlevoix wishes to establish a Redevelopment Project Area and Development District; and

WHEREAS, the City of Charlevoix Downtown Development Authority District was established by City Ordinance No. 397 of 1982 pursuant to the provisions of Act 197 of the Public Acts of 1975, as amended (MCLA 125.1651 et seq.; MSA 5.3010(1) et seq.); and

WHEREAS, the City of Charlevoix shall provide to the Michigan Liquor Control Commission a map clearly identifying the boundaries of the DDA District; and

WHEREAS, the City of Charlevoix shall provide to the Michigan Liquor Control Commission an affidavit from the City assessor, as certified by the City Clerk, stating the total amount of public and private investment in real and personal property within the DDA District, which shall not be less than \$200,000 for each license requested over the preceding 5-year time period;

NOW, THEREFORE, BE IT RESOLVED that the City of Charlevoix City Council hereby approves the designation of the Charlevoix DDA District as the Redevelopment Project Area and Development District for the purposes of the Redevelopment Project Area and Development District liquor licenses authorized by MCL 436.1521a.

RESOLVED, this 21<sup>st</sup> day of May, A.D. 2012.

Resolution was adopted by the following yea and nay vote:

Yeas: Cole, Gennett, Kusina, Picha, Stevens  
 Nays: ~~None~~ Cole, Picha  
 Absent: Vollmer



Mayor Carlson informed the audience that the item will go to the State and he will be forming a committee to get ideas as to how the City wants to implement this program. The Mayor will direct the committee. Any interested parties should notify the City Manager's office.

May 21, 2012 - 7 p.m.

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Regular Meeting of City Council

Mayor: \_\_\_\_\_  
City Attorney: Harry Golski  
Deputy Clerk: Stephanie Brown

	Volmer	Cole	Gennett	Kusina	Picha	Stevens	Mayor	Motion, Action or Resolution to be Voted:
///	Y	Y	Y	Y	Y	Y		VII - M
///	Y	Y	Y	Y	Y	Y		VII - N
///	Y	Y	Y	Y	Y	Y		VII - P - Closed Session
///	Y	Y	Y	Y	Y	Y		VII - Q
///	N	Y	Y	Y	Y	Y		<del>VII - R</del> Passed. (U) * ]
///	Y	Y	Y	Y	Y	Y		IV - B