

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, March 3, 2014 - 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 – February 17, 2014 Regular Meeting PG 1-9
 - B. Payroll Check Register PG 10-16
 - C. Accounts Payable Check Register PG 17-20
- V. **Public Hearings**
 - A. Public Hearing on Proposed Expansion to Dock A PG 21-31
- VI. **Reports**
- VII. **Requests, Petitions and Communications and Actions Thereon**
 - A. Discussion with Possible Approval for Dock A Expansion Project PG 32-34
 - B. Purchase of Capacity PG 35-36
 - C. Consideration of Approval to Enter into an Agreement of Participation with the Michigan Main Street Program PG 37-47
 - D. Review of Potential Donation from Doug and Maria DeVos for Economic Development Consultant Services/Studies PG 48-55
 - E. Consideration to Approve Natural Gas Contract with CenterPoint Energy Services. PG 56-63
 - F. Consideration to Approve Service Agreements with AT&T PG 64-91
- VIII. **Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
 - A. Introduction of Ordinance X of 2014 to Change Planning Commission Membership/Request to Set Public Hearing PG 92-94
- IX. **Resolutions**
- X. **Ordinances**
- XI. **Miscellaneous Business**
- XII. **Audience – Non-Agenda Input (written requests take precedent)**
- XIII. **Adjourn**

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

Posted February 27, 2014 5:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, February 17, 2014 – 7:00 p. m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p. m. by Mayor Norman L. Carlson, Jr.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor:	Norman L. Carlson, Jr.
City Attorney:	Bryan Graham
City Manager:	Rob Straebel
City Clerk:	Depuly Clerk Stephanie Brown
Members Present:	Council members Shirley Gibson, Leon Perron, Jeff Porter, Peggy Brennan, Shane Cole, and Lyle Gennett
Absent:	None

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III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – February 3, 2014 Regular Meeting Minutes
- B. Accounts Payable Check Register – February 18, 2014
- C. ACH Payments – February 3, 2014 – February 14, 2014
- D. Tax Disbursement – February 18, 2014
- E. Payroll Check Register – February 14, 2014
- F. Payroll Transmittal – February 14, 2014

V. Public Hearings

A. Public Hearing for 2013-14 Budget Amendment #1

City Treasurer Joe Zielinski presented the item and answered questions from Council. The proposed budget amendment will keep the City's budget process in compliance with Public Act 202 and update the estimated year end budget for 2013-14. Treasurer Zielinski briefly discussed the main reasons for the proposed changes, including: decrease in Water revenue due to lower customer usage; decrease in Airport revenue due to not pursuing federal grants for the terminal upgrade; expenses for Infrastructure projects were higher than budgeted; expenses for upgrades to the wastewater treatment plant were higher than anticipated; expenses for part-time employees for the Marina were higher than budgeted; expenses related to the hiring of a Community Economic Development Director and a new City Treasurer; City Attorney fees were higher than budgeted; and increased expenses in the DDA District for the non-budgeted purchase of tree lights, holiday decorations, and donated park benches. The Ordinance also calls out the bad debt expenses in the amount of \$45,663 which are being written off this year.

Mayor Carlson opened the public hearing at 7:04 p.m. There was no public comment, and the public hearing was closed at 7:04 p.m.

B. Public Hearing for 2014-15 Budget Ordinance

City Treasurer Joe Zielinski presented the item and answered questions from Council. This public hearing serves as the required Truth in Taxation Hearing for the 2014-15 Budget. The proposed 2014-15 millage rates are 0.1 mills higher than 2013-14, and total 12.1093. The proposed millage increase is for the Refuse millage, and will help cover the costs of this program. Treasurer Zielinski reviewed those specific items which have changed since the Budget Worksession, held January 13, 2014.

Councilmember Gibson asked about the "Self-fueling Operators Flowage Fee/Fuel" of \$0.25 per gallon, which has been removed since Council's budget Worksession in January. City Manager Straebel and Mayor Carlson explained that the decision to remove the fee from the rate schedule was a result of discussions which determined that the costs presented do not make sense. Fresh Air is considering purchasing a fueling trailer, and hopes to have that solution in place by early June. Manager Straebel recommended that Fresh Air be given time to implement a reasonable solution before implementing the surcharge. Councilmember Gibson stated that she would not approve the budget unless the fee was returned to the budget. She believes that the surcharge to use the fuel truck should be charged beginning April 1st, since without the surcharge Fresh Air has an unfair business advantage and the City has been losing money for years. Mayor Carlson stated that the number used for the labor cost of running the fuel truck cannot be accurate and asked Staff to determine a more accurate figure. At that point, Council could consider implementing the surcharge, but it is difficult to justify any cost when the figures are not clear and the actual cost has not been determined.

Airport Manager Scott Woody explained that the fee is meant to help cover the costs of running the fuel truck. Fresh Air and Island Airways receive a significant discount on fuel: they pay \$0.35/gallon; whereas the retail cost is \$0.90/gallon.

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Councilmember Porter stated that 70% of the fuel on the truck was used by Fresh Air Aviation, so the Airport would need 30% distribution if Fresh Air gets their own fuel trailer. He asked if the City could have its own trailer rather than using the fuel truck. Mayor Carlson noted that the City would then need a truck to tow the trailer.

Councilmember Gennett believes that the meeting regarding the fuel truck issues should have been postponed until the Airport Manager was available to attend.

Treasurer Zielinski stated that, in regards to the 2014-15 budget for the Airport, there is no projected revenue from a surcharge reflected in the proposed budget.

Council continued to discuss the reasons that the fee was removed, and that Council could choose to implement a fee in March, following additional discussions with the Airport Manager, Staff, and the Self-Fueling Operator.

Mayor Carlson opened the public hearing at 7:23 p.m. There was no public comment and public hearing was closed at 7:23 p.m.

VI. Reports

City Manager Straebel reported that Staff has been monitoring the condition of the water lines on a daily basis, but does not believe that the situation calls for a community-wide run water order. The City has sent out additional "water-run" notices, and has asked all downtown businesses to run water. To date, there have been 16 homes with frozen water lines and Water Department staff has assisted homeowners with thawing service lines and/or obtaining water from the neighbors. Some lines cannot be serviced until warmer weather.

VII. Requests, Petitions and Communications and Actions Thereon

A. Resolution to Adopt Rates and Fees Associated with the 2014-15 Budget

City Treasurer Joe Zielinski presented the item and answered questions from Council. The proposed Resolution adopts the rates and fees necessary to support the 2014-15 Budget, and would be effective on April 1, 2014. Treasurer Zielinski stated that the service charges for meter sizes and the commodity factor or rate associated with the 24.5% increase in sewer rates has been added. He noted that the budget is dependent on the rates and fees as presented in the Resolution.

Mayor Carlson opened the item to public comment. There was no comment, and the item was closed.

Action by resolution.

B. Consideration to Approve Kayak/Paddleboard Rentals at Depot and Ferry Beach

Recreation Director Amanda Wilkin presented the item and answered questions from Council. Schulman Paddleworks is proposing an agreement similar to the agreement in 2013, with the addition of a 10'x10' pop-up tent staked in at the south end of Depot Beach for the summer season. Irish Boat Shop would also like to offer paddleboards and kayaks, and would operate from a 10'x10' pop-up tent at Ferry Beach, in the grass near the sand. Schulman Paddleworks would use a trailer which would be removed every evening, and Irish would like to construct a locking rack on their break wall adjacent to Ferry Beach. The City Planning Commission is not supportive of allowing the tents to stay up during the season.

Councilmember Gennett is concerned that allowing tents will set a precedent and result in many requests for tents in the parks and at the beaches. Councilmember Brennan agreed.

Bill Schulman stated that their primary request this year is to move their set-up closer to the Chicago Club entrance area, away from the swimming and parking areas. He stated that the tent would be a sun shade; however, not having the tent is acceptable.

Councilmember Porter stated that trailers, which will be used to store the equipment, should be kept in a parking lot. Councilmember Gibson agreed. Councilmember Brennan stated that she is opposed to having any tents in the parks, even if they are taken down each night.

Mayor Carlson questioned if anything in the City's Ordinances prohibited a 10' x 10' pop-up tent in a City park. City Planner Mike Spencer noted that tents are considered a temporary structure and are not regulated in the zoning ordinance; however, allowing a commercial operation with signage is different than personal use of a tent.

Councilmember Gennett stated that he was in favor of the request, without the tents.

Mayor Carlson opened the item to public comment.

Jodi Laurent recommended against moving the trailer to the parking lot in Depot Beach, as there is limited parking. Ms. Laurent noted that the proposed location is unusable for parking or beach use.

Mayor Carlson closed the item to public comment.

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Councilmember Porter noted that, last year, Schulman's had the patrons sign a release of liability prior to renting kayaks or paddleboards. He questioned if these releases also indemnified the City. Mayor Carlson reported that Schulman's give the City a release of liability.

Councilmember Perron asked if the businesses had considered delivery of the equipment on an as-needed basis. Recreation Director Wilkin reported that the business was originally run that way; however, due to summer traffic and last-minute orders, delivery of equipment is both time-consuming and hazardous.

Motion by Councilmember Cole, second by Councilmember Gennett, to authorize both Schulman Paddleworks and Irish Boat Shop to rent kayaks and paddleboards from City beaches, with the conditions that they (1) name the City of Charlevoix as a co-insured on liability insurance policy of at least one million dollars; (2) have all patrons sign a release of liability form, including the City, prior to rental; (3) acquire all necessary licenses from the Clerk's office; (4) conform to all City zoning ordinances and sign regulations, and; (5) that the proposed tents are not allowed.

Yeas: Brennan, Cole, Gennett
Nays: Gibson, Perron, Porter
Absent: None

TIE VOTE.
Mayor: yea
MOTION PASSED.

C. Discussion and Consideration to Set a Public Hearing for Expansion to the City Marina on Dock A

City Manager Rob Straebel presented the item and answered questions from Council. On November 18, 2013, City Council directed Staff to further research the feasibility of expanding Dock A for larger, 60'-80' boats. There appears to be some interest in "pre-leasing" some of the slips, and the project could be funded by a combination of "pre-leasing" revenues and City funds. Both the Planning Commission and the DDA have recommended that City Council approve the dock expansion. Staff recommends that Council solicit additional input from the community by holding a public hearing on the proposed expansion.

Councilmember Gibson noted that she had asked for an environmental impact study about three months ago. She asked if that had been completed. Manager Straebel stated that it had not, but that this project would have to go through full permitting with the DNR and Army Corps of Engineers and they would be looking at any environmental impacts associated with the dock expansion.

Councilmember Porter suggested that additional options be researched to determine if Dock A is the best option for an expansion, and recommended contacting local marinas, such as Irish and Northwest Marine, for input. City Manager Straebel reported that Jim Muschell, a leading expert in this area, has determined that very few options exist if the goal is to attract 60'-80' boats. Councilmember Porter proposed that, while the Planning Commission and the Downtown Development Authority (DDA) both recommended approval of the Dock A expansion, additional input is needed from other sources as well as one or two public hearings. Planner Spencer reported that other options had been explored by the Planning Commission, and there had already been public meetings of the DDA and Planning Commission along with several articles in the paper about the project.

Councilmember Gibson asked Planner Spencer if expanding the dock would impact the size of docks on the north side of the lake. Planner Spencer believes that north-side property owners will propose dock expansions based on what they want, not on what the City has done with the Marina.

Councilmember Gibson questioned if all of the proposed total of ten 80' boat slips would be utilized at the same time. Manager Straebel stated that he could not predict exactly how often all the boat slips would be filled, but both the City's Harbormaster and Jefferson Yacht Sales believe that there is a demand for slips for 60' to 80' boats.

Motion by Councilmember Brennan, second by Councilmember Cole, to set a Public Hearing for March 3, 2014 at 7:00 p.m. in Council Chambers to solicit input on the dock expansion proposal.

Yeas: Gibson, Porter, Brennan, Cole, Gennett
Nays: Perron
Absent: None

D. Consideration to Approve an Engineering Contract for the Remaining Two Phases of the Apron Rehabilitation Project

Airport Manager Scott Woody presented the item and answered questions from Council. The proposed contract will split the remaining engineering for the ramp rehabilitation project into two phases, which the FAA calls Phase 1A and Phase 2. Phase 1 has been completed. Airport Manager Woody noted that Phase 1A is starting as soon as the snow clears and Phase 2 has not been bid yet.

The services are covered under the FAA grant approved by Council on September 3, 2013, and is necessary due to the deterioration of the current asphalt surfaces. The project funding is 90% Federal, 5% State, and 5% Local match. The local match has been paid for Phases 1 and 1A; however, the third phase has not gone out to bid yet, so the amount of the local match is unknown at this time. The City Attorney is currently reviewing the contracts.

Mayor Carlson opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Gibson, second by Councilmember Gennett, to approve the engineering contract documents to QOE Consulting in the amount of \$32,885 for the apron rehabilitation projects, pending the City Attorney's approval.

Yeas: Gibson, Perron, Porter, Brennan, Cole, Gennett
Nays: None
Absent: None

- E. Discussion on US Department of Agriculture (USDA) Grant Application for a Fiber Optic Loop in the Ance Industrial Park
City Planner Mike Spencer presented the item and answered questions from Council. While a fiber optic network was installed through part of the Ance Industrial Park, portions of Gibbons Drive, Ance Road, Martin Road, and a portion of US 31 do not have fiber optic capabilities. There are existing companies in the area that are interested in connecting to the fiber to help grow their businesses, and Staff feels this infrastructure would be an important tool to attract new business. Staff is working with the Northern Lakes Economic Alliance on a potential grant through the USDA for up to \$100,000 with a 50% local match. The Industrial Park fund has approximately \$100,000 in available funds, and the existing road, water and sewer infrastructure is adequate. Staff recommends pursuing grant dollars to help construct a fiber optic loop in the Industrial Park.

All lots in the Industrial Park have sold; however, not all the lots are developed. Planner Spencer reviewed specifics of which lots are available for development and stated that a master plan needs to be completed for this area. Council discussed ownership and maintenance of the lines, which is still being determined. If the City wishes to proceed, the grant application is due by February 28; otherwise the next grant series will be in 2015.

Motion by Councilmember Gennett, second by Councilmember Brennan, to approve Staff to work with the Northern Lakes Economic Alliance to finalize a grant application to the USDA and, if received, authorize payment of the local match not to exceed \$50,000.

Yeas: Gibson, Perron, Porter, Brennan, Cole, Gennett
Nays: None
Absent: None

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- F. General Discussion on the City Nuisance Ordinance and Blight
City Planner Mike Spencer presented the item and answered questions from Council. Charlevoix, like most cities, has a Nuisance Ordinance that empowers police to reduce community blight such as tall grass, junk vehicles, trash, old building materials, rubbish, etc. In the past six years, the City has made progress on numerous blight properties, and has had to take two property owners to court. On both occasions, the City was successful in court. There are many difficult questions that cities have to deal with when considering the issue of blight: what standard should be applied to private property maintenance? At what point should the government intrude on a person's use and enjoyment of their property? What specific items does the public consider offensive or public blight? These issues can be very subjective.

Councilmember Porter stated that the gas station on the north side has been abandoned and is almost a derelict building. He questioned what it takes for the City to condemn something or have the building demolished. He used the gas station as an example only, stated that it is only one issue, and that he believes that the City Nuisance Ordinance needs to be tightened. Planner Spencer explained all the steps that had been taken with regard to the Phillip' gas station and noted that in 2004 there were more than 50 vehicles on the lot, now there was one or two.

Assistant City Attorney Graham reported that many Cities have ordinances that deal with dangerous structures. If the ordinance defines a dangerous structure similarly to what is defined in State law, then there are processes whereby the City can force the property owner to secure or remove the dangerous structure. He stated an unsightly building is a different situation, as that would be subject to interpretation.

Council discussed various concerns related to blight, including weeds, trash, and derelict buildings. Councilmember Gibson discussed the latest blight laws passed by the State in December, and asked that someone research the laws and how they can impact the City.

Mayor Carlson opened the item to public comment, there was no public comment and the item was closed to public comment.

- G. Consideration to Approve Request for Proposal for City Attorney/Legal Services and to Set Up an Interview Committee
City Manager Rob Straebel presented the item and answered questions from Council. Staff has developed a Request For Proposal (RFP) for City Attorney/Legal services and proposes a due date of March 17, 2014. Staff would like approval of the RFP and to set up an interview committee comprised of up to three Councilmembers, the City Manager, the City Planner, and the City Human Resource Assistant.

Mayor Carlson opened the item to public comment.

Mary Eveleigh asked about the role of staff members in this process. Manager Straebel stated that Staff would be part of the Interview Committee and the Interview Committee would make a recommendation to City Council. City Council would ultimately vote on which firm or individual it wanted to select for the position. He stated that meetings of the Interview Committee would be open to the public.

The item was closed to public comment.

Motion by Councilmember Gibson, second by Councilmember Brennan, to approve the Request for Proposal for City Attorney/Legal Services.

Yeas: Gibson, Perron, Porter, Brennan, Cole, Gennett
Nays: None
Absent: None

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Motion by Councilmember Gennett, second by Councilmember Perron, to appoint Councilmembers Brennan, Gibson, and Porter, along with Staff members Mike Spencer, Jennifer Nash, and Rob Straebel to the Interview Committee, which will bring a recommendation to City Council.

Yeas: Gibson, Perron, Porter, Brennan, Cole, Gennett
Nays: None
Absent: None

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 to Adopt Rates & Fees Associated with the 2014-15 Budget
Motion by Councilmember Cole, seconded by Councilmember Gennett, to approve Resolution 2014-02-05, Resolution to Adopt Rates and Fees Associated with the 2014-15 Budget, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2014-02-05
RESOLUTION TO ADOPT RATES AND FEES ASSOCIATED WITH THE 2014-15 BUDGET**

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees for various services they provide in order to pay for those services in whole or in part as proposed in their annual budget; and

WHEREAS, the City of Charlevoix defines all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, the City of Charlevoix proposes to make these rates and fees effective on April 1, 2014; and

NOW, THEREFORE, IT IS RESOLVED that the City of Charlevoix adopts all rates and fees included in the 2014-15 Proposed Budget with changes to the rates and fees for the following areas: Utility rates for electric, sewer and water and fees for the following services: airport, ambulance, golf, marina, parking spaces and FOIA Requests.

RESOLVED this 17th day of February, A.D. 2014.

Resolution adopted by the following yea and nay votes:

Yeas: Gibson, Perron, Porter, Brennan, Cole, Gennett
Nays: None
Absent: None

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X. Ordinances

A. Budget Amendment #1 for 2013-14 Fiscal Year

**CITY OF CHARLEVOIX
ORDINANCE NO. 763 OF 2014
2013-14 BUDGET AMENDMENT #1**

The Budget for the fiscal year beginning April 1, 2013 shall be amended for operating the City of Charlevoix. Ordinance # 760-2013, the Budget Appropriation Act of 2013-2014 is hereby amended as follows:

	Original Budget	Amended Budget	Net Change
General Fund			
EX General Government	538,800	574,798	35,998
EX Health & Welfare	392,500	407,865	15,365
EX Fund Transfers	45,000	50,200	5,200
Local Street Fund			
EX Total	492,400	506,742	14,342
DDA Fund			
EX Total	746,600	753,468	6,868
PI#5 - Sewer Capital Fund - North Side/South Side			
RV Total	4,400	57	(4,343)
PI#6 - Infrastructure Improvements Fund			
EX Total	431,100	503,495	72,395
PI#9 - Industrial Park Fund			
EX Total	5,000	6,000	1,000
PI#12 - Mt. McCauba Recreation Improvement Fund			
RV Total	16,500	5,878	(10,622)
Airport Fund			
RV Total	1,902,900	1,443,915	(458,985)
Sewer Fund			
RV Total	1,346,500	1,329,984	(16,516)
EX Total	1,485,000	1,569,168	84,168
Water Fund			
RV Total	1,035,900	989,370	(46,530)
Marina Fund			
EX Total	1,329,700	1,353,964	24,264
Employee Fringe Benefit Fund			
RV Total	2,260,600	2,251,307	(9,293)
DPW Site Fund			
RV Total	178,000	177,300	(700)

Bad Debt Write-Offs

General Fund	24,809	ambulance
Motor Pool Fund	980	
Electric Fund	15,065	
Water Fund	2,479	
Sewer Fund	2,330	

2013-14 TOTAL: \$45,663

2012-13: \$76,613

2011-12: \$31,720

Ordinance # 763 was enacted on the 17th day of February, A.D. 2014, by the Charlevoix City Council as follows:

Motion by: Councilmember Gibson

Second by: Councilmember Brennan

YEAS: Gibson, Perron, Porter, Brennan, Cole, Gennett

NAYS: None.

ABSENT: None.

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B. 2014-15 Budget Ordinance

**CITY OF CHARLEVOIX
 ORDINANCE NO. 764 OF 2014
 BUDGET APPROPRIATION ACT**

THE CITY OF CHARLEVOIX ORDAINS:

WHEREAS, The City Council of the City of Charlevoix did give notice of the time and place when a public hearing would be held in conformity with provisions of Section 7.8, Article VII of the City Charter, which Public Hearing was duly held pursuant to said notice and in conformity therewith;

THEREFORE, BE IT RESOLVED, That the revenues and expenditures for the fiscal year commencing on April 1, 2014 and ending March 31, 2015 are hereby appropriated on a fund level basis (a detailed breakdown by activity level can be found in the Budget Details document) as summarized by the following:

GENERAL FUND	
TOTAL REVENUES:	<u>\$3,807,500</u>
TOTAL EXPENSE:	<u>\$3,807,500</u>

BE IT FURTHER RESOLVED, that the City Council of the City of Charlevoix does hereby levy a tax of 11.1093 mills (9.05 mills operating and 2.0593 mills infrastructure) for the period of April 1, 2014 through March 31, 2015 on all real and eligible personal property in the City of Charlevoix according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Charlevoix and for infrastructure improvements, and is levied pursuant to Section 8.1, Article VIII of the City Charter; and,

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1.3631 mills for the period April 1, 2014 through March 31, 2015 on all real and eligible personal property in the Downtown Development District, according to the valuation of the same within the district; and,

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1 mill for the period April 1, 2013 through March 31, 2014 on all real and eligible personal property in the City of Charlevoix, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of rubbish collection and other related services provided citizens allowed by the act, and is levied pursuant to Michigan Public Act 213 of 1969; and,

BE IT FURTHER RESOLVED, that the City Council does hereby approve the following budgets for the period April 1, 2014 through March 31, 2015 in the amounts set forth below by fund:

FUND	REVENUE	EXPENSE
Major Street Fund	\$ 837,500	\$ 837,500
Local Street Fund	175,700	175,700
Electric Fund	7,914,200	7,914,200
Sewer Fund	5,355,700	5,008,500
Water Fund	1,305,600	1,305,600
Marina Fund	1,366,700	1,366,700
Airport Fund	1,704,600	1,704,600
Downtown Development Authority	508,200	492,700
Employee Fringe Benefit	2,132,500	2,116,200
Motor Vehicle Fund	948,400	948,400
Perpetual Care Trust Fund	10,000	10,000
Fire/Ambulance Fund	140,000	140,000
Sewer Tap-in Fund*	235,000	235,000
Northside/Southside Sewer Fund*	100	0
Infrastructure Improvement	457,500	434,000
Road Improvements	248,150	216,000
Public Works Site Fund	182,600	12,000
Industrial Park Fund	5,000	5,000
Mt. McSauba Recreation Fund	5,700	0

* These funds are part of the Sewer Fund.

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Ordinance # 763 was enacted on the 17th day of February, A.D. 2014, by the Charlevoix City Council as follows:
 Motion by: Councilmember Brennan
 Second by: Councilmember Gennett

YEAS: Gibson, Perron, Porter, Brennan, Cole, Gennett
 NAYS: None.
 ABSENT: None.

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XI. Miscellaneous Business

None.

XII. Audience - Non-agenda Input (written requests take precedent)

Planner Spencer noted that the Community Survey done in 2010 was used as input in the City's Master Plan and the Parks & Recreation Master Plan and both of his agenda items tonight, high speed internet and community blight, were questions in the survey. This document was an attachment to the Master Plan, which covers everything from housing to economic development, and he had copies for anyone that would like one.

A citizen noted that she had had a problem related to blight and when she called the City and it was swiftly taken care off. However, but as she drives down Bridge Street, May Street, or Garfield Street, she see things silting out at the curb for weeks. She doesn't understand why.

XIV. Adjourn

The Mayor stated if there were no objections, the meeting would adjourn.
 There were no objections.
 Meeting adjourned at 8:44 p. m.

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Stephanie Brown Deputy City Clerk

Norman L. Carlson, Jr. Mayor

Accounts Payable – 02/18/2014

ACCESS LOCKSMITHING INC	155.00	INDEPENDENT DRAFTING SERVICES	1,792.00
ACE HARDWARE	699.77	JERRY'S TIRE	1,492.74
AIRGAS USA LLC	924.10	KSS ENTERPRISES	2.92
AIS CONSTRUCTION EQUIPMENT	207.50	MAFC	90.00
ALL-PHASE ELECTRIC SUPPLY CO.	1,852.60	MD SOLUTIONS	69.99
AMERICAN PUBLIC WORKS ASSN	342.00	MICHIGAN ASSN/CHIEFS OF POLICE	115.00
AMERICAN WASTE INC.	2,156.00	MID STATES BOLT & SCREW CO	59.93
ASPLUNDH TREE EXPERT CO	9,724.05	MORROW, TARA	47.87
AT&T	5,221.24	N M A C P	50.00
AUTO VALUE	882.23	NATIONAL SAFETY COUNCIL	346.63
AVFUEL CORPORATION	19,885.69	NETSOURCE ONE INC.	102.00
B & L SOUND INC	118.95	NORTH COUNTRY POWER GENERATION	2,821.50
BLARNEY CASTLE OIL CO	1,940.71	NORTHERN CREDIT BUREAU	69.52
BRADFORD'S	35.75	NORTHERN FIRE & SAFETY INC.	144.00
CHARLEVOIX AREA	60.00	NORTHERN MICHIGAN REVIEW INC.	1,190.80
CHARLEVOIX COUNTY TREASURER	13.65	NORTHERN PUMP SERVICE INC.	409.70
CHARLEVOIX SCREEN MASTERS INC	283.00	NYE UNIFORM CO	110.12
CHARLEVOIX STATE BANK	75.00	OLESON'S FOOD STORES	11.77
CHARTER COMMUNICATIONS	1,125.15	ORBAN, BARBARA	106.00
CITY OF CHARLEVOIX - UTILITIES	36,834.30	OTEC	1,400.00
CITY OF HARBOR SPRINGS	500.00	PEARSON, BETHANY	319.20
DOAN, GERARD	124.00	PERFORMANCE ENGINEERS INC	10,604.00
DORNBOS SIGN INC.	192.19	PETOSKEY NEWS-REVIEW	173.45
DTE ENERGY	11,292.66	POWER LINE SUPPLY	4,705.23
EJ USA INC.	286.43	PRESIDENT FORD FIELD SVC COUNCIL	190.00
ELLIOTT, PATRICK M.	352.56	PRO WEB MARKETING LLC	60.00
ELLSWORTH FARMER'S EXCHANGE	260.00	Q&E CONSULTING PLC	450.00
FAMILY FARM & HOME	477.37	QUILL CORP	109.96
FREIGHTLINER OF GRAND RAPIDS	197.05	RTI LABORATORIES INC.	93.00
GALLS AN ARAMARK COMPANY	129.76	SEELEY'S PRINTING SERVICE	236.00
GARAGE DOOR SERVICES INC.	992.79	SIGMA-ALDRICH RTC	305.50
GINOP SALES INC	1,024.88	SPARTAN DISTRIBUTORS INC	138.51
GRAY MANUFACTURING CO. INC.	98.72	STRAEBEL, ROBERT J.	353.20
GREAT LAKES PIPE & SUPPLY	612.29	SUPERIOR MECHANICAL	543.97
HACH COMPANY	1,592.04	T & R SERVICE INC	15.00
HOLIDAY COMPANIES	368.04	TRUCK & TRAILER SPECIALTIES	559.82
IDEXX DISTRIBUTION INC.	990.96	VILLAGE GRAPHICS INC.	166.04

VISION MARKETING
 WELLS JR., DONALD E.
 WILKIN, AMANDA

DRAFT
 42.75
 354.80
 100.58

WORK & PLAY SHOP 55.18
TOTAL 132,037.10

Tax Disbursement – 02/18/2014

CHARLEVOIX COUNTY TREASURER	214,788.78	CHARLEVOIX PUBLIC SCHOOLS	259.33
CHARLEVOIX COUNTY TREASURER	32.36	CITY OF CHARLEVOIX - TAXES DUE	53,201.56
CHARLEVOIX DISTRICT LIBRARY	84,976.12	HECKENDORN, KIRK & KATHRYN	1,351.15
CHARLEVOIX PUBLIC SCHOOLS	21.13	RECREATIONAL AUTHORITY	15,122.84
CHARLEVOIX PUBLIC SCHOOLS	529.58		
CHARLEVOIX PUBLIC SCHOOLS	24.94	TOTAL	370,307.79

ACH Payments – 02/03/2014 – 02/14/2014

MI Public Power Agency	25,583.37	STATE OF MI (Withholding Tax)	4,780.74
FirstMerit Bank	48.37	VANTAGEPOINT (401 ICMA Plan)	728.06
MI Public Power Agency	23,772.91	VANTAGEPOINT (457 ICMA Plan)	13,244.10
IRS (Payroll Tax Deposit)	34,182.90		
Alerus Financial (HCSP)	380.00	TOTAL	382,493.32

PAYROLL: NET PAY

Pay Period Ending 02/08/2014 – Paid 02/14/2014

WELLER, LINDA JO	2,456.41	DRAVES, MARTIN J.	1,923.64
STRAEBEL, ROBERT J.	2,496.76	ELLIOTT, PATRICK M.	2,824.46
BRANDI, RICHARD M.	1,797.20	MORRISON, KEVIN P.	983.39
LOY, EVELYN R.	997.09	HODGE, MICHAEL J.	1,504.49
KLOOSTER, ALIDA K.	1,489.11	WELLS JR., DONALD E.	1,590.33
BROWN, STEPHANIE C.	1,567.85	BRADLEY, KELLY R.	1,276.33
SPENCER, MICHAEL D.	2,836.00	WILSON, RICHARD J.	1,341.61
SPENCLEY, PATRICIA L.	1,029.49	JOHNSON, STEVEN P.	1,335.40
NASH, JENNIFER B.	382.38	WILKIN, AMANDA J.	800.02
PANOFF, ZACHARY R.	820.00	BOSS JR, DALE E.	1,114.57
MILLER, FAITH G.	18.45	BOSS, JAMES W.	919.97
PEARSON, BETHANY S.	1,224.96	STEBE JR, JOHN M.	428.00
ZIELINSKI, JOSEPH A.	1,586.39	BOSS, SHERRY M.	362.32
DOAN, GERARD P.	1,211.69	MURPHY IV, MICHAEL J.	86.75
SHRIFT, PETER R.	1,133.21	BEHAN, DEAN T.	342.79
SCHLAPPI, JAMES L.	1,003.59	BEHAN, HALEY C.	149.23
UMULIS, MATTHEW T.	1,331.59	RAMSEY, MADISON L.	352.07
HANKINS, SCOTT A.	1,443.21	BERTINELLI, DAVID P.	469.43
ORBAN, BARBARA K.	1,698.26	STEBE, CATHERINE M.	319.90
TRAEGER, JASON A.	1,346.46	STEVENS, RODNEY M.	317.16
WARNER, JANINE M.	1,167.28	ARNOLD, HAILEE M.	317.79
IVAN, PAUL M.	1,693.56	WITTHOEFT, MARVIN J.	147.76
SCHWARTZFISHER, JOSEPH L.	980.04	HAGEN, AARON W.	129.29
ROLOFF, ROBERT P.	1,121.44	HOLM, ARTHUR R.	696.78
BRODIN, WILLIAM C.	1,011.20	HEID, THOMAS J.	1,248.98
RILEY, DENISE M.	320.61	STEIN, DONNA E.	112.14
TEUNIS, STEVEN L.	1,772.79	WOODY, SCOTT R.	1,523.84
WURST, RANDALL W.	1,634.44	VANLOO, JOSEPH G.	557.48
MAYER, SHELLEY L.	1,344.48	LUNDHOLM, ROBERT A.	103.16
HILLING, NICHOLAS A.	1,124.34	HAND, HEATHER K.	841.78
MEIER III, CHARLES A.	1,569.23	SCHNEIDER, DENNIS R.	303.08
ZACHARIAS, STEVEN B.	1,186.30	TABER, HOLLY S.	632.96
NISWANDER, JOSEPH F.	1,262.08	CROFT, JAMES E.	201.25
BLANCHARD, SCOTT W.	1,561.23	WYMAN, MATTHEW A.	616.55
FRYE, EDWARD J.	936.79	STEVENS, JEFFREY W.	187.49
JONES, TERRI L.	931.39	JONES, ROBERT F.	1,525.53
SWEM, DONALD L.	1,628.63	DORAN, JUSTIN J.	1,739.48
EATON, BRAD A.	1,572.19	STEVENS, BRANDON C.	1,256.28
WILSON, TIMOTHY J.	2,151.69	WHITLEY, ANDREW T.	1,548.16
LAVOIE, RICHARD L.	1,261.08	TOTAL	86,232.53

DRAFT

PAYROLL: TRANSMITTAL

02/14/2014

AMERICAN FAMILY LIFE	182.40	MI STATE DISBURSEMENT UNIT	596.19
AMERICAN FAMILY LIFE	269.17	NORTHWESTERN BANK	150.00
BAY WINDS FEDERAL CREDIT UNION	200.00	POLICE OFFICERS LABOR COUNCIL	382.00
CHAR EM UNITED WAY	84.54	PRIORITY HEALTH	1,052.77
CHARLEVOIX STATE BANK	1,016.16	TENHOUTEN RINGSTROM, PLLC	185.83
COMMUNICATION WORKERS OF AMER	626.48	TOTAL	4,745.54

Check Number	Payee	Amount
02/21/2014		
108886	AT&T MOBILITY	72.20
108887	CHARLEVOIX STATE BANK	2,894.51
108888	DELTA DENTAL	4,663.07
108889	GREAT LAKES ENERGY	217.60
108890	PRIORITY HEALTH	48,141.61
108891	STANDARD INSURANCE CO	1,409.39
108892	VERIZON WIRELESS	56.72
108893	VISION SERVICE PLAN	526.33
Total 02/21/2014:		57,981.43
Grand Totals:		57,981.43

Summary of Check Registers & ACH Payments

FIRST MERIT BANK - CHECKS ISSUED

02/21/14	Special Accounts Payable Run	\$	57,981.43
02/28/14	Payroll	\$	88,893.23
02/28/14	Payroll Transmittal Checks	\$	4,382.21
03/04/14	Regular Accounts Payable	\$	207,049.69
Checks Sub-Total:		\$	358,306.56

FIRST MERIT BANK - ACH PAYMENTS

02/18/14	MI Public Power Agency	\$	43,191.80
02/19/14	State of MI (Sales Tax)	\$	26,972.00
02/20/14	Neopost (postage meter refill)	\$	5,000.00
02/24/14	MI Public Power Agency	\$	21,670.15
02/25/14	MI Public Power Agency	\$	260,457.79
02/28/14	IRS (Payroll Tax Deposit)	\$	33,912.60
02/28/14	Alerus Financial (HCSP)	\$	380.00
02/28/14	State of MI (Withholding Tax)	\$	4,887.95
02/28/14	Vantagepoint (401 ICMA Plan)	\$	728.06
02/28/14	Vantagepoint (457 ICMA Plan)	\$	13,067.37
02/28/14	MERS (Defined Benefit Plan)	\$	26,660.32
ACH Sub-Total:		\$	436,928.04

First Merit Bank Total: \$ 795,234.60

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/04/14	Tax Disbursement	\$	435,909.84
Charlevoix State Bank Total:		\$	435,909.84
Grand Total:		\$	1,231,144.44

APPROVED:


CITY MANAGER


CITY TREASURER


DEPUTY CITY CLERK

M = Manual Check, V = Void Check

Check Number	Payee	Amount
03/04/2014		
108926	AIRGAS USA LLC	149.77
108927	ANNIS, JOEL	28.00
108928	AQUILINA, JOSEPH	24.00
108929	ARROW UNIFORM-TAYLOR L.L.C.	1,126.71
108930	ASPLUNDH TREE EXPERT CO	3,577.20
108931	AT YOUR SERVICE PLUS INC	164.20
108932	BC/BS OF MI REFUNDS	79.51
108933	BEAVER RESEARCH COMPANY	372.90
108934	BERGMANN, DOUGLAS	80.00
108935	BLANCHARD, JOAN	20.00
108936	BOLHOUSE, MICHAEL	80.00
108937	BREWER, JOHN	1,140.00
108938	BUSSCHER, GARY	80.00
108939	CAREY, MITCH	8.00
108940	CARQUEST OF CHARLEVOIX	1,954.43
108941	CCP INDUSTRIES INC	295.76
108942	CENTRAL DRUG STORE	89.69
108943	CG POWER SYSTEMS USA INC.	316.50
108944	CHARLEVOIX TOWNSHIP	15.45
108945	CINTAS CORPORATION	134.05
108946	CLARK, CAROL	75.00
108947	CORNSTALK, SHIRLEY	83.66
108948	DCASSESSING SERVICES	4,291.92
108949	DOAN, GERARD	41.00
108950	DOUGLASS, KERRY	48.00
108951	EAST JORDAN FAMILY HEALTH CTR	78.00
108952	ELLIOTT, PATRICK M.	41.00
108953	EMERGENCY MEDICAL PRODUCTS I	130.60
108954	EVANS, HAL	41.00
108955	FLYNN, PATRICK	48.00
108956	GARAGE DOOR SERVICES INC.	382.60
108957	GORKEIWICZ, ROBERT	44.00
108958	GREAT LAKES ELEVATOR LLC	304.29
108959	GRP ENGINEERING INC.	684.62
108960	HACH COMPANY	146.25
108961	HAND, HEATHER	41.00
108962	HANKINS, SCOTT	41.00
108963	HEID, THOMAS J.	41.00
108964	HERBSTER, ROBERT	80.00
108965	HI-LINE	1,436.38
108966	HOLIDAY COMPANIES	14,614.08
108967	HYDRO DESIGNS INC.	515.00
108968	INDEPENDENT DRAFTING SERVICES	1,984.00
108969	IVAN, PAUL	41.00
108970	J & B MEDICAL SUPPLY INC.	133.00
108971	JOHNSON, STEVEN P.	65.00
108972	KASSBOHRER ALL TERRAIN VEHICLE	598.39
108973	KELLER, JAMES	36.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
108974	KSS ENTERPRISES	97.47
108975	LAVOIE, RICHARD	28.00
108976	LORENCZ-OWENS, JOSLYN	36.00
108977	MANKEL BLACKSMITH SHOP	204.45
108978	MEGGISON, JULIE	8.00
108979	MICHIGAN MUNICIPAL LEAGUE	11,163.00
108980	MICHIGAN OFFICEWAYS INC	1,715.49
108981	MICHIGAN TASER DISTRIBUTING	2,675.18
108982	MISS DIG SYSTEM INC	190.00
108983	NASH, JENNIFER	41.00
108984	NETSOURCE ONE INC.	24.00
108985	NORTH AMERICAN SALT CO	5,525.40
108986	NORTH COUNTRY POWER GENERATI	1,366.92
108987	NORTHERN FIRE & SAFETY INC.	348.00
108988	NORTHERN PUMP SERVICE INC.	464.62
108989	OTEC	182.11
108990	PARASTAR INC.	905.50
108991	PEARSON, BETHANY	41.00
108992	PERFORMANCE ENGINEERS INC	5,792.25
108993	POWER LINE SUPPLY	4,573.48
108994	PREIN & NEWHOF	101,395.79
108995	PVS TECHNOLOGIES INC	6,175.11
108996	RUNDBLAD, TED	60.00
108997	SCHLEY, CAROL	76.00
108998	SCHWARTZFISHER, JOSEPH	39.94
108999	SEELYE, DON	64.00
109000	SPENCER, MICHAEL	41.00
109001	STATE OF MICHIGAN	333.00
109002	STAUBLIN, DAVID	24.00
109003	STEVENS, BRANDON	28.00
109004	STRAEBEL, ROBERT J.	41.00
109005	SWEM, DONALD L.	41.00
109006	TEMPLE, GERALDINE	79.63
109007	TEUNIS, STEVEN	41.00
109008	TRANSACT TECHNOLOGIES INC	94.86
109009	TRUCK & TRAILER SPECIALTIES	1,072.00
109010	USA BLUE BOOK	359.57
109011	UTILITY FINANCIAL SOLUTIONS	21,493.01
109012	WELLER, LINDA	41.00
109013	WHITLEY, ANDREW	14.00
109014	WIEBE, JOEL	40.00
109015	WILKIN, AMANDA	41.00
109016	WOODY, SCOTT	41.00
109017	WORK & PLAY SHOP	367.45
109018	YOUNG GRAHAM	3,765.50
109019	ZBIERAJEWSKI, MICHAEL	56.00
109020	ZIELINSKI, JOSEPH A.	41.00

Check Number	Payee	Amount
		<hr/>
Total 03/04/2014:		207,049.69
		<hr/>
Grand Totals:		207,049.69
		<hr/> <hr/>

Check Number	Payee	Amount
02/24/2014		
22414001	MICHIGAN PUBLIC POWER AGENCY	21,670.15
Total 02/24/2014:		21,670.15
Grand Totals:		21,670.15

Check Number	Payee	Amount
02/25/2014		
22514001	MICHIGAN PUBLIC POWER AGENCY	260,457.79
Total 02/25/2014:		260,457.79
Grand Totals:		260,457.79

Check Number	Payee	Amount
02/18/2014		
21814001	MICHIGAN PUBLIC POWER AGENCY	43,191.80
Total 02/18/2014:		43,191.80
Grand Totals:		43,191.80

Check Number	Payee	Amount
02/19/2014		
21914001	STATE OF MICHIGAN	26,972.00
Total 02/19/2014:		26,972.00
Grand Totals:		26,972.00

Check Number	Payee	Amount
02/20/2014		
22014001	NEOPOST INC	5,000.00
Total 02/20/2014:		5,000.00
Grand Totals:		5,000.00

Check Number	Payee	Amount
03/04/2014		
2315	CHARLEVOIX COUNTY TREASURER	3,899.42
2316	CHARLEVOIX COUNTY TREASURER	248,109.91
2317	CHARLEVOIX COUNTY TREASURER	14.12
2318	CHARLEVOIX DISTRICT LIBRARY	99,347.13
2319	CHARLEVOIX PUBLIC SCHOOLS	2,187.00
2320	CHARLEVOIX PUBLIC SCHOOLS	777.01
2321	CHARLEVOIX PUBLIC SCHOOLS	37.44
2322	CHARLEVOIX PUBLIC SCHOOLS	377.57
2323	CITY OF CHARLEVOIX - TAXES DUE	63,275.63
2324	MICHIGAN OFFICEWAYS INC	4.41
2325	RECREATIONAL AUTHORITY	17,679.95
2326	TAYLOR FAMILY LIVING TRUST	200.25
Total 03/04/2014:		435,909.84
Grand Totals:		435,909.84

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/22/2014	PC	02/28/2014	17107	WELLER, LINDA JO	101		1,339.67
02/22/2014	PC	02/28/2014	17108	STRAEBEL, ROBERT J.	102		2,186.47
02/22/2014	PC	02/28/2014	17109	BRANDI, RICHARD M.	110		1,432.55
02/22/2014	PC	02/28/2014	17110	LOY, EVELYN R.	117		997.09
02/22/2014	PC	02/28/2014	17111	KLOOSTER, ALIDA K.	121		1,378.74
02/22/2014	PC	02/28/2014	17112	BROWN, STEPHANIE C.	126		1,541.20
02/22/2014	PC	02/28/2014	17113	SPENCER, MICHAEL D.	132		1,589.69
02/22/2014	PC	02/28/2014	17114	SPENCLEY, PATRICIA L.	136		1,000.52
02/22/2014	PC	02/28/2014	17115	NASH, JENNIFER B.	138		290.76
02/22/2014	PC	02/28/2014	17116	PANOFF, ZACHARY R.	141		743.98
02/22/2014	PC	02/28/2014	17117	MILLER, FAITH G.	142		25.64
02/22/2014	PC	02/28/2014	17118	PEARSON, BETHANY S.	143		1,224.97
02/22/2014	PC	02/28/2014	17119	ZIELINSKI, JOSEPH A.	144		1,586.39
02/22/2014	PC	02/28/2014	17120	DOAN, GERARD P.	201		1,193.40
02/22/2014	PC	02/28/2014	17121	SHRIFT, PETER R.	203		1,141.71
02/22/2014	PC	02/28/2014	17122	SCHLAPPI, JAMES L.	204		1,145.82
02/22/2014	PC	02/28/2014	17123	UMULIS, MATTHEW T.	205		1,225.48
02/22/2014	PC	02/28/2014	17124	HANKINS, SCOTT A.	208		1,443.21
02/22/2014	PC	02/28/2014	17125	ORBAN, BARBARA K.	209		1,244.31
02/22/2014	PC	02/28/2014	17126	TRAEGER, JASON A.	210		1,170.94
02/22/2014	PC	02/28/2014	17127	WARNER, JANINE M.	213		939.21
02/22/2014	PC	02/28/2014	17128	IVAN, PAUL M.	301		1,693.56
02/22/2014	PC	02/28/2014	17129	SCHWARTZFISHER, JOS	303		1,015.80
02/22/2014	PC	02/28/2014	17130	ROLOFF, ROBERT P.	304		2,319.13
02/22/2014	PC	02/28/2014	17131	BRODIN, WILLIAM C.	305		1,341.43
02/22/2014	PC	02/28/2014	17132	RILEY, DENISE M.	306		320.61
02/22/2014	PC	02/28/2014	17133	TEUNIS, STEVEN L.	402		1,772.79
02/22/2014	PC	02/28/2014	17134	WURST, RANDALL W.	411		1,261.50
02/22/2014	PC	02/28/2014	17135	MAYER, SHELLEY L.	412		1,331.57
02/22/2014	PC	02/28/2014	17136	HILLING, NICHOLAS A.	413		1,414.30
02/22/2014	PC	02/28/2014	17137	MEIER III, CHARLES A.	421		1,856.93
02/22/2014	PC	02/28/2014	17138	ZACHARIAS, STEVEN B.	422		1,185.99
02/22/2014	PC	02/28/2014	17139	NISWANDER, JOSEPH F.	504		1,255.82
02/22/2014	PC	02/28/2014	17140	FRYE, EDWARD J.	508		484.38
02/22/2014	PC	02/28/2014	17141	JONES, TERRI L.	511		931.39
02/22/2014	PC	02/28/2014	17142	EATON, BRAD A.	515		2,275.65
02/22/2014	PC	02/28/2014	17143	WILSON, TIMOTHY J.	516		1,836.84
02/22/2014	PC	02/28/2014	17144	LAVOIE, RICHARD L.	519		1,299.40
02/22/2014	PC	02/28/2014	17145	STEVENS, BRANDON C.	521		1,375.87
02/22/2014	PC	02/28/2014	17146	DRAVES, MARTIN J.	523		1,767.52
02/22/2014	PC	02/28/2014	17147	ELLIOTT, PATRICK M.	600		1,587.17
02/22/2014	PC	02/28/2014	17148	WELLS JR., DONALD E.	609		1,764.02
02/22/2014	PC	02/28/2014	17149	BRADLEY, KELLY R.	614		1,513.83
02/22/2014	PC	02/28/2014	17150	WILSON, RICHARD J.	615		1,297.36
02/22/2014	PC	02/28/2014	17151	JONES, ROBERT F.	618		1,190.38
02/22/2014	PC	02/28/2014	17152	DORAN, JUSTIN J.	621		1,206.88
02/22/2014	PC	02/28/2014	17153	WILKIN, AMANDA J.	700		803.30
02/22/2014	PC	02/28/2014	17154	MURPHY IV, MICHAEL J.	732		102.37
02/22/2014	PC	02/28/2014	17155	BEHAN, HALEY C.	734		117.99
02/22/2014	PC	02/28/2014	17156	RAMSEY, MADISON L.	752		447.09
02/22/2014	PC	02/28/2014	17157	BERTINELLI, DAVID P.	764		255.48
02/22/2014	PC	02/28/2014	17158	ARNOLD, HAILEE M.	768		324.05
02/22/2014	PC	02/28/2014	17159	WITTHOFT, MARVIN J.	769		129.29
02/22/2014	PC	02/28/2014	17160	HAGEN, AARON W.	770		217.83
02/22/2014	PC	02/28/2014	17161	HEID, THOMAS J	802		1,248.98
02/22/2014	PC	02/28/2014	17162	STEIN, DONNA E.	830		128.00
02/22/2014	PC	02/28/2014	17163	WOODY, SCOTT R.	900		1,523.84

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/22/2014	PC	02/28/2014	17164	VANLOO, JOSEPH G.	902		536.56
02/22/2014	PC	02/28/2014	17165	HAND, HEATHER K.	913		841.78
02/22/2014	PC	02/28/2014	17166	TABER, HOLLY S.	924		644.47
02/22/2014	PC	02/28/2014	17167	CROFT, JAMES E.	926		96.04
02/22/2014	PC	02/28/2014	17168	WYMAN, MATTHEW A.	927		803.99
02/22/2014	PC	02/28/2014	17169	FUNKEY, KRAIG R.	1034		96.97
02/22/2014	PC	02/28/2014	17170	RILEY, TIMOTHY C.	1045		280.36
02/22/2014	PC	02/28/2014	17171	RAMSEY, KYLE J.	1051		26.42
02/22/2014	PC	02/28/2014	17172	RILEY, CASEY W.	1052		103.89
02/22/2014	PC	02/28/2014	17173	THORMAN, MIKAYLA R.	1055		100.96
02/22/2014	PC	02/28/2014	17174	JONES, LARRY M.	1057		969.54
02/22/2014	PC	02/28/2014	17175	OCHS, THOMAS F.	1068		96.97
02/22/2014	PC	02/28/2014	17176	TRAVERS, MANUEL J.	1071		269.58
02/22/2014	PC	02/28/2014	17177	SILVA, JESSE L.	1073		85.16
02/22/2014	PC	02/28/2014	17178	RILEY, DANIEL A.	1079		987.36
02/22/2014	PC	02/28/2014	17179	SCHOOOF, WILLIAM R.	1094		837.21
02/22/2014	PC	02/28/2014	108894	BLANCHARD, SCOTT W.	505		1,564.05
02/22/2014	PC	02/28/2014	108895	SWEM, DONALD L.	512		1,628.64
02/22/2014	PC	02/28/2014	108896	WHITLEY, ANDREW T.	522		1,576.61
02/22/2014	PC	02/28/2014	108897	MORRISON, KEVIN P.	601		1,190.89
02/22/2014	PC	02/28/2014	108898	HODGE, MICHAEL J.	606		1,227.64
02/22/2014	PC	02/28/2014	108899	JOHNSON, STEVEN P.	617		1,154.03
02/22/2014	PC	02/28/2014	108900	BOSS JR, DALE E.	701		1,114.57
02/22/2014	PC	02/28/2014	108901	BOSS, JAMES W.	719		919.97
02/22/2014	PC	02/28/2014	108902	STEBE JR, JOHN M.	729		477.44
02/22/2014	PC	02/28/2014	108903	BOSS, SHERRY M.	730		408.78
02/22/2014	PC	02/28/2014	108904	BEHAN, DEAN T.	733		280.31
02/22/2014	PC	02/28/2014	108905	STEBE, CATHERINE M.	765		348.02
02/22/2014	PC	02/28/2014	108906	STEVENS, RODNEY M.	766		363.41
02/22/2014	PC	02/28/2014	108907	HOLM, ARTHUR R.	791		644.50
02/22/2014	PC	02/28/2014	108908	SCHNEIDER, DENNIS R.	916		264.90
02/22/2014	PC	02/28/2014	108909	STEVENS, JEFFREY W.	1028		372.93
02/22/2014	PC	02/28/2014	108910	ROLOFF, AUDREY M.	1037		1,002.55
02/22/2014	PC	02/28/2014	108911	MATTER, DAWSON K.	1038		879.42
02/22/2014	PC	02/28/2014	108912	MARSH JR., JAMES D.	1043		102.05
02/22/2014	PC	02/28/2014	108913	SCOTT JR., WINFIELD	1072		66.07
02/22/2014	PC	02/28/2014	108914	KITELEY, FISHER L.	1074		92.51
02/22/2014	PC	02/28/2014	108915	COLLINS, CHAD M.	1076		930.52
02/22/2014	PC	02/28/2014	108916	BERGMANN, DOUGLAS	1087		66.07
Grand Totals:			96				88,893.23

Report Criteria:

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

Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/28/2014	108917	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
02/28/2014	108917	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
02/28/2014	108918	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	200.00
02/28/2014	108919	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 2/22/2	84.54
02/28/2014	108920	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
02/28/2014	108921	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	627.12
02/28/2014	108922	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	596.19
02/28/2014	108923	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
02/28/2014	108924	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,052.77
02/28/2014	108925	TENHOUTEN RINGSTRO	9019	GARNISHMENT PER 90TH DIST	178.86
Grand Totals:					
	<u>10</u>				<u>4,382.21</u>

Check Issue Date	Check Number	Payee	Amount
22814001			
02/28/2014	22814001	**EFTPS* Payroll Taxes	8,379.15
02/28/2014	22814001	**EFTPS* Payroll Taxes	8,379.15
02/28/2014	22814001	**EFTPS* Payroll Taxes	1,959.68
02/28/2014	22814001	**EFTPS* Payroll Taxes	1,959.68
02/28/2014	22814001	**EFTPS* Payroll Taxes	13,234.94
Total 22814001:			
	5		33,912.60
22814002			
02/28/2014	22814002	Alerus Financial	380.00
Total 22814002:			
	1		380.00
22814003			
02/28/2014	22814003	STATE OF MICHIGAN	4,887.95
Total 22814003:			
	1		4,887.95
22814004			
02/28/2014	22814004	Vantagepoint - 401 Plan 109153	728.06
Total 22814004:			
	1		728.06
22814005			
02/28/2014	22814005	Vantagepoint - 457 Plan 300959	5,053.64
02/28/2014	22814005	Vantagepoint - 457 Plan 300959	60.94
02/28/2014	22814005	Vantagepoint - 457 Plan 300959	1,768.13
02/28/2014	22814005	Vantagepoint - 457 Plan 300959	6,184.66
Total 22814005:			
	4		13,067.37
Grand Totals:			
	12		52,975.98

Check Number	Payee	Amount
02/28/2014		
22814006	MERS	26,660.32
Total 02/28/2014:		26,660.32
Grand Totals:		26,660.32

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Public Hearing on Proposed Expansion to Dock A

DATE: March 3, 2014

PRESENTED BY: Mayor Carlson

ATTACHMENTS: Letters of Support and Opposition to the Expansion Project

BACKGROUND INFORMATION: Per the directive of City Council, Staff has contacted local boating industry representatives asking them to give input on the proposed expansion in the City Marina. See attached letters.

The City Council needs to hold a Public Hearing for comments on the proposed Dock A Expansion Project.

RECOMMENDATION: Hold a Public Hearing.

Linda Weller

From: Mary Ann Evans [mary.hal.evans@gmail.com]
Sent: Monday, February 24, 2014 5:15 PM
To: Linda Weller
Subject: expansion

Rob,

In the past six or seven years the demand for our largest docks has increased each year.

The only boats that we routinely turn away are the ones that are between fifty and eighty feet.

I feel that the extension of A dock to include ten eighty foot slips and ten fifty foot slips would be beneficial to Charlevoix.

Hal

Sent from my iPad

BERGMANN MARINE

05953 LOEB ROAD
CHARLEVOIX, MI 49720



February 21, 2014

From: Douglas Bergmann
Bergmann Marine

To: Council Members
City of Charlevoix

I am writing as a citizen and business owner to lend my support for the dock extension of pier A at the city docks. The ever present demand for dockage in Charlevoix's Harbor has been and will continue to be an issue that very few harbors have the luxury to enjoy. The unique access to beautiful inland water, a protected harbor of refuge and the Great Lakes is an asset that has been and should continue to be the focal point of our community.

The history of our community was built around the water and that history continues to this day. The quality of life we as citizens enjoy in this area is directly related to the financial and aesthetic impact that our water resources provide. As demand increases the access becomes even more important. There are very few locations that have the latitude that Round Lake offers to accommodate large vessels.

MSU Economics Professor Dr. Edward Mahoney in collaboration with the Recreational Marine Research Center conducted the Recreational Marine Impact Study, which calculated the financial impact of adding slips to great lakes marinas. Their findings were overwhelmingly supportive of the financial benefit seen by the local economy to adding slips and therefore more public access.

Thank you for your time and consideration.

Respectfully,

Douglas M. Bergmann

RECEIVED

FEB 21 2014

CITY OF CHARLEVOIX

Linda Weller

From: Robert Christoph [rwc@rcimarine.com]
Sent: Wednesday, February 26, 2014 10:44 AM
To: Linda Weller
Cc: Michael Spencer; Robert Christoph
Subject: Cruising Lake Michigan
Attachments: Great Lakes Cruise Company.pdf; Lakeland Boating LAKE MICHIGAN.pdf; Great Lakes WATERWAY GUIDE.pdf

Enclosed please find the pages relating to Charlevoix from the cruising guides that are on board most vessels cruising Lake Michigan.

These publications, plus having a presence at the major boats shows, will ensure any new dockage can and will be occupied.

Also attached is website information describing the four vessels cruising Lake Michigan and their itineraries.

Charlevoix needs to be one of their stops on a full-time basis

Thanks,

Bob Christoph

WATERWAY GUIDE

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CRUISING
AUTHORITY

Great Lakes 2014

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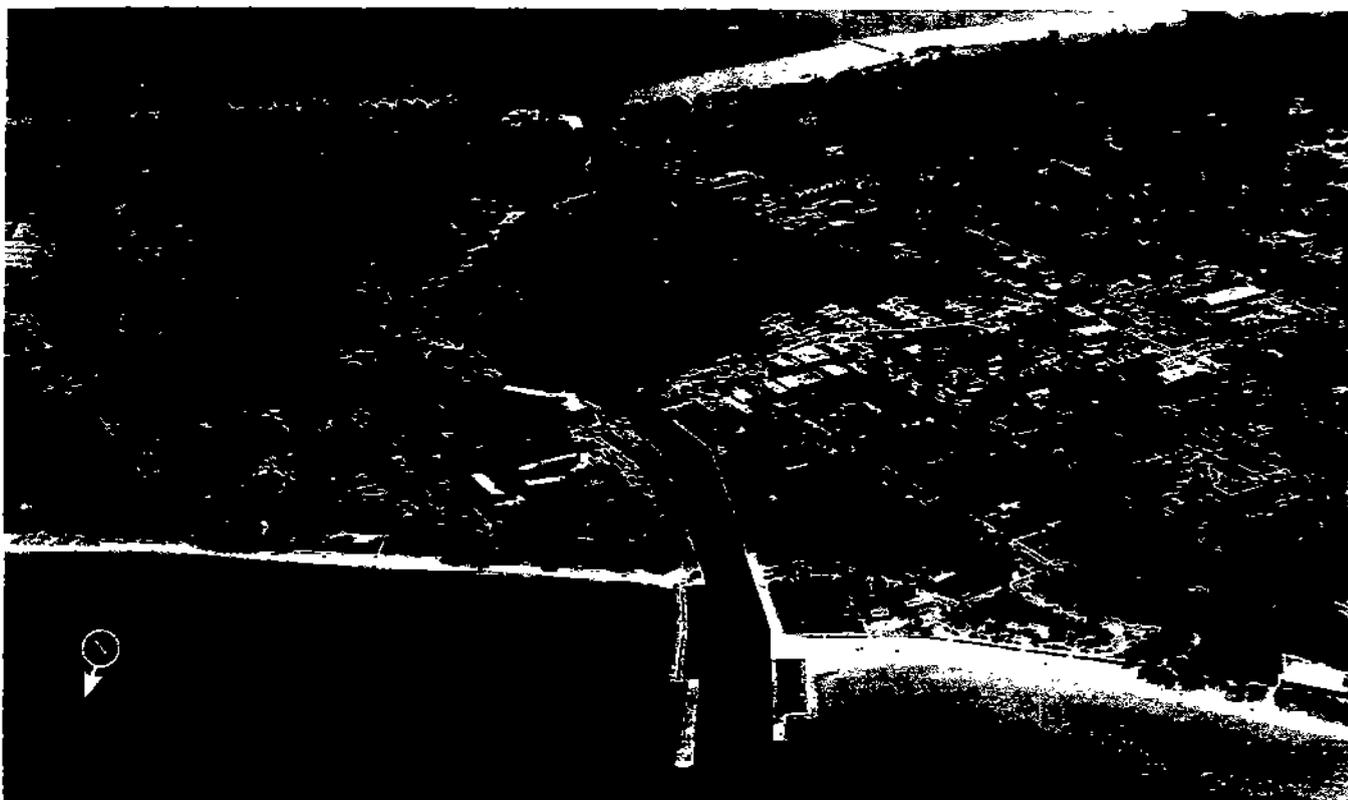


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Charlevoix, MI looking south. (Not to be used for navigation.) Photo Courtesy of Marge Beaver Photography Plus.

GOIN' ASHORE:

LITTLE TRAVERSE BAY, MI

Three great cruising destinations on the east end of Little Traverse Bay—Petoskey, Harbor Springs and Bay Harbor—are popular by boat or car in the summer and winter.

PETOSKEY

Once a lumber and manufacturing city in the late 1800s, Petoskey is now a waterfront community known for its charming downtown, historic architecture and scenic beauty, with waterfront parks, sandy beaches, water sports and rock hunting. The Bay View Association (231-347-6225), established in 1875, is a historic Victorian community of nearly 500 buildings and a sponsor of local civic events. Bay View is so unique that the entire community is a National Historic Landmark. Visit www.bayviewassociation.org for more information and a description of their activities.

Points of Interest: To better appreciate Petoskey, visit the Little Traverse History Museum on the waterfront at the restored Pere Marquette train depot. Learn about the original settlers, the Ottawa Indians and Ernest Hemingway's life in Michigan. Walking tours are justly popular, as are the historic trolley tours, which start from downtown and journey throughout the distinct community.

Rock hounds from around the country visit Petoskey in search of colorful fossilized coral and, hopefully, a Petoskey Stone, the state stone of Michigan. The best hunting places are the beaches at Magnus City Park and Petoskey State Park.

For golfing, visit Crooked Tree Golf Club (231-439-4030).

Walk to the Wishing Well Park near the marina on the Bear River next to the dam. During the afternoon, just before sunset, 20 to 30 fishermen stand shoulder to shoulder catching fish as quick as they can bait their hooks.

It seems like the town has a festival each weekend, with everything from art shows to food-tasting to antiques and classic car shows. A juried fine art show takes place in late July. The largest festival of the summer is Festival on the Bay, featuring a triathlon, bay cruises and nightly sunset celebrations, taking place the third week in August. Do not forget the Charlotte Ross Lee Concerts in the Park Series on Tuesdays and Fridays during the summer. Bring a blanket and picnic basket, and enjoy the music. You may even find a softball tournament at the nearby waterfront ball field. Find out more information about the marina and city at www.petoskey.com.

Shopping/Dining: Downtown Petoskey, with charming historic gaslights along the streets, has more specialty shops and art galleries, restaurants and taverns than anyone could possibly visit. If time is limited, walk to Shadetree Stained Glass Studio at 421 Emmet Street (231-347-1011), and watch nationally renowned artisans create masterpieces.

Dining in Petoskey offers more than 50 choices. Try the City Park Grill at 432 E. Lake St. (231-347-0101) in the downtown Gaslight District, with casual dining, spirits and live entertainment. Stafford's Bay View Inn (2011 Woodland Ave., 800-258-1886), built in 1886, offers fine country dining and gracious service. Overlooking the bay, the Palette Bistro (321 Bay St., 231-348-3321) features a gourmet menu, an excellent wine list and superb service. Boaters will also enjoy Chandlers (215 ½ Howard St., 231-347-2981) for dinner and drinks.

Lake Charlevoix, MI

Approach / Dockside Depth / Total Berths
 Transient Berths / Total Berths
 VHF Channel Monitored
 Largest Vessel Accommodated
 Groceries, Ice, Marine Supplies, Snacks
 Repairs: Hull, Engine, Propeller
 Gas / Diesel
 Floating Docks
 Lift (tonnage), Crane, Hoist
 Laundry, Pool, Showers, Courtesy Car
 Min / Max Amps
 Nearby: Grocery Store, Motel, Restaurant
 Pump-Out Station
 Fuel / Out Station

CHARLEVOIX

			Dockage			Supplies				Services				
1. Charlevoix City Marina	231-547-3272	293	09/68	/70	/15	F	GD	GBMS	HEP	L	30/100	LS	P	GMR
2. Ward Brother's Boats	231-547-2371	150	16/71	-	40/15	-	GD	GMA	EP	-	30/50	-	P	GMR
3. Northwest Marine Yacht Basin	231-547-5552	55	09/80	12/207	/7	-	-	GIM	-	-	30/50	LPS	P	GMR
4. Irish Boat Shop	231-547-9987	78	-	28/185	12/6	F	-	IM	HEP	155,C	50/58	LS	P	GMR

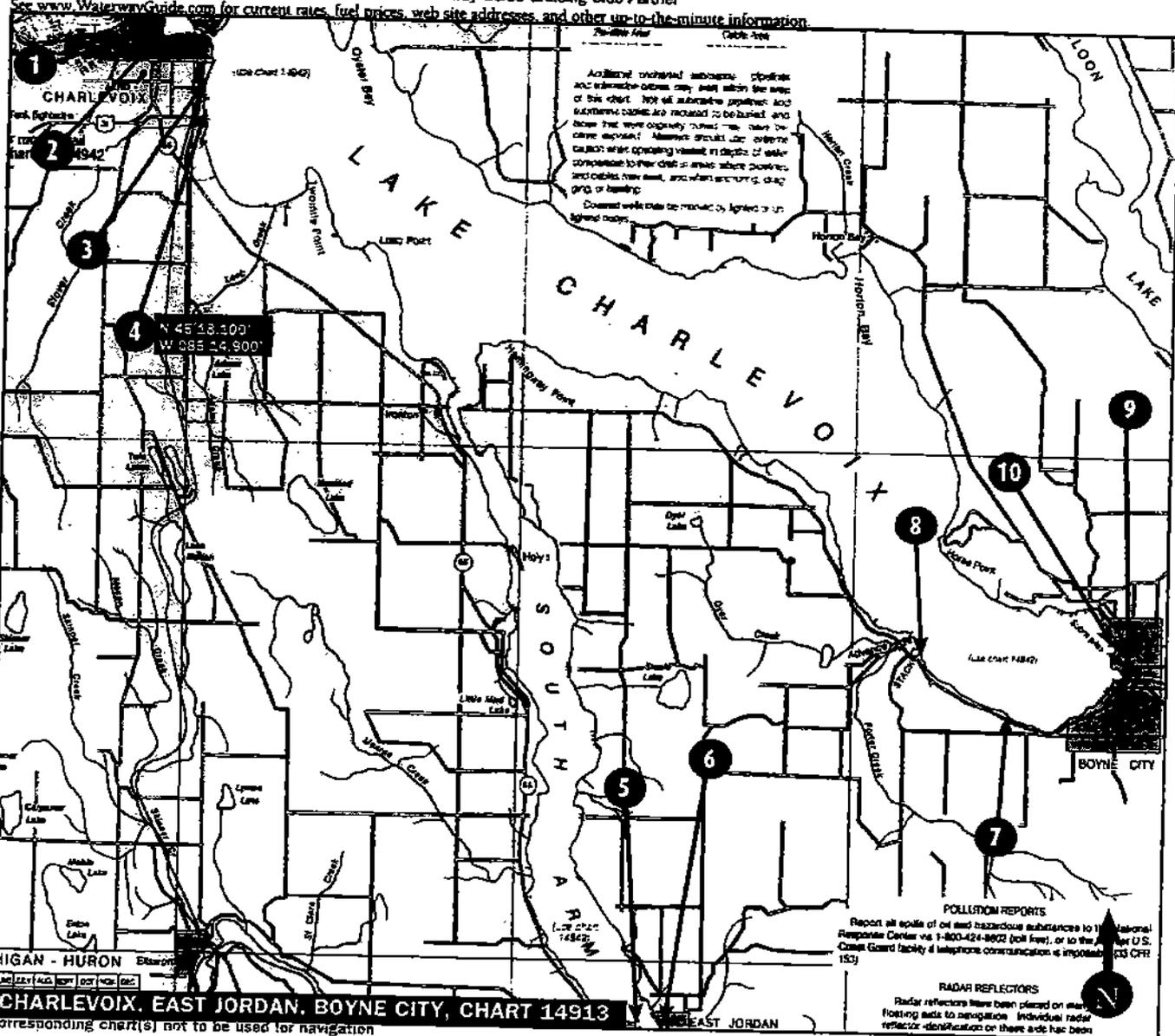
EAST JORDAN

5. Four Seasons Marina	231-536-7321	30	-	2/	/6	-	-	M	HE	-	50/50	-	-	R
6. East Jordan Municipal Harbor	231-535-2166	60	09	25/55	/5	-	G	I	-	-	30/30	S	P	R

BOYNE CITY

7. Sommerset Pointe Yacht Club	231-582-9900	70	16	/50	12/6	F	-	MS	-	-	30/30	PS	-	R
8. Sommerset Pointe Marina	231-582-0600	70	16	/84	-	F	-	GS	-	L	30/30	S	P	GR
9. The Harborage	231-582-3340	80	16	30/	/7	-	GD	I	HE	-	30/50	S	P	GR
10. F. Grant Moore Municipal Marina	231-582-7361	65	16/68	32/57	/7	-	-	I	-	-	30/30	SC	-	GMR

Internet Access Wireless Internet Access Waterway Guide Cruising Club Partner
 See www.WaterwayGuide.com for current rates, fuel prices, web site addresses, and other up-to-the-minute information.



HARBOR SPRINGS

Just a few miles to the north of Petoskey, Harbor Springs was originally settled by Ottawa Indians, followed by French fur traders. Lumbering was the dominant industry during the early 1900s, but Harbor Springs evolved into a waterfront resort community for famous family names such as Ford, Upjohn and Gamble. Today, the charming downtown area has an array of quaint shops, eateries, taverns, beaches and marinas. The summer calendar is full at Harbor Springs. The July 4 celebration includes 3-, 5- and 10-mile runs, an art fair, a dog look-alike contest and, of course, a parade. The Blissfest Music Festival in mid-July features 40 bands on several stages.

Shopping: Shopping presents many opportunities in Harbor Springs. To catch up on your reading, visit Between the Covers for a large selection of regional and local titles. Whistling Moose Gallery has a fine selection of pottery, glass and woodcraft. For yacht provisioning, Harbor Springs IGA grocery is a few blocks walk up the hill at 300 W. Lake Street.

Dining: Take a walk through town in late afternoon, and start reading the menus. The New York Restaurant (101 State St., 231-526-1904) features fine gourmet dining with attentive service. Stafford's Pier Restaurant (102 East Bay St., 231-526-6201) has casual dining on Dudley's Deck, with a harbor view, and fine dining in the maritime Pointer Room.

BAY HARBOR

Three miles to the west of Petoskey, Bay Harbor is a unique upscale community created from a limestone quarry in the 1990s. The waterfront town has a superb marina, quaint shops, restaurants, taverns and a hotel with a conference center. Bicycling, equestrian activities and golf at the Bay Harbor Golf Club are popular pastimes in town. The Bay Harbor Museum is worth a visit to learn the history of the town and region.

Bay Harbor has several unique events open to the public: Bay Harbor Concours d'Elegance, a select gathering of antique cars, boats and motorcycles; the Art Show and Food and Wine Experience, featuring gourmet food and fine wine among artists discussing their work; the In-Water Boat Show, displaying fishing boats to megayachts; and the Summer Art Festival, with fine artists, artisans and music. When visiting late in the season, the Village of Bay Harbor merchants host a sidewalk sale over Labor Day weekend, an annual event.

ADDITIONAL RESOURCES

■ Petoskey-Harbor Springs-Boyer County Visitors Bureau, 800-845-2828, www.petoskeyarea.com



NEARBY MEDICAL FACILITIES

Northern Michigan Hospital, 416 Connable Ave., Petoskey, 800-248-6777, www.northernhealth.org

Charlevoix, MI



NAVIGATION: Use Charts 14913 and 14942.

Charlevoix is 15 miles to the west and then south from Bay Harbor. Keeping about 1 mile offshore, pass Ninemile Point, Big Rock Point and North Point to port, and then steer south to the entrance of Pine River Channel. Keep a sharp lookout for fish traps, which are abundant in Little Traverse Bay. Waypoint N 45° 19.295'/W 085° 16.060' places you just west of the channel. The entrance, marked by flashing red 41-foot horn South Pierhead Light and the flashing green 20-foot North Pierhead Light is short and straight into the Pine River, which leads into Round Lake.

The U.S. Highway 31 Bridge, which closed has a vertical clearance of 16 feet, spans the river; it opens 24 hours a day to one long and one short blast, but from 6:00 a.m. to 10:00 p.m., the bridge will only open on the hour and half-hour. The bridge does not answer to VHF.

This river can have a considerable current depending on the wind direction. Strong winds can move the water in Lake Charlevoix or Lake Michigan through the channel, and the lake depths can change significantly. Approach the channel cautiously if wind is a factor. Also, watch for the potential of sharing this narrow channel with the Beaver Island ferry, which can make you more than a little nervous if she is behind you while you are waiting for the bridge to open. It is best to wait for the bridge as far back as possible because of all of these factors.

Dockage: After passing the bridge and entering Round Lake, two marinas are to starboard. The Charlevoix City Marina offers transient dockage with basic municipal services. The harbor is busy, so if you arrive during the height of summer cruising, you may have to anchor in Round Lake. Call the harbor master on VHF Channel 09 to get on the waiting list for a slip, then anchor off the marina in about 50-foot depths over a soft bottom. The fuel dock, with gas and diesel, is next to the municipal marina at Ward Brothers Boats Inc. In addition to fuel, Ward Brothers offers some services, access to haul-out, outboard engine repairs and fishing supplies. The lakefront beaches are very popular with visitors. Reservations for the marina are available on line and by phone through the Michigan Parks reservations system (www.midntrreservations.com).

Continuing through Round Lake into Lake Charlevoix, two marinas are just to the south. Northwest Marine Yacht Club offers transient dockage and nice amenities, including a swimming pool and laundry facility. Irish Boat Shop is a full-service marina with gas and diesel fuel, inboard and outboard engine repairs and a 55-ton lift. These marinas are a bike ride or very long walk to downtown. Irish Boat Shop has another large full-service facility in Harbor Spring, and, depending on your service and repair needs, it would be wise to contact the yard managers for availability.

Anchorage: Because dockage is always at a premium in town, many boaters elect to anchor just off the dock in Round Lake, where the depth is considerable and sufficient scope could be a problem. The designated anchorage shown on charts is filled with mooring balls, making it necessary to

anchor near the south shore. There is a dinghy dock downtown, part of the new docks to accommodate those on the hook or at the Lake Charlevoix marinas.

GOIN' ASHORE: CHARLEVOIX, MI

Charlevoix is uniquely located on an isthmus between Lake Michigan, Round Lake and Lake Charlevoix. Mainly a resort community with scenic natural attractions, the town's population explodes from 3,000 residents in the winter, to about 30,000 in the summer. A walk along Main Street reveals Victorian homes with picket fences, a variety of restaurants, boutiques, art galleries and waterfront parks. The harbor is among the most beautiful and protected in all the Great Lakes.

Special Events: The downtown parks host many events throughout the year, including the Annual Craft Show and Venetian Festival in mid-July, the Waterfront Art Fair in early August and the October Apple Festival.

Points of Interest: If time permits, visit the "Fairy Houses" and "Mushroom Houses," built in the early 1900s by Earl Young, which resemble storybook fantasies of whimsical, irregular stone houses with wave-like rooflines. Take a walk west of town on Park Avenue and Clinton Street for some fine examples of these and other exquisite homes on Round Lake. In that same neighborhood, you will find a monument commemorating the 1853 "Battle of Pine River" between Mormons from Beaver Island and local Irish fisherman. The Castle Farms, built in 1918 by Albert Loeb, former president of Sears, Roebuck and Company, is on the National Register of Historic Places. Guided tours, along with activities such as lawn bowling, croquet, horseshoes and tetherball, are available at the farms (www.castlefarms.com). If you have the time, you can also take the ferryboat to Beaver Island for a day of sightseeing.

Golfers can pass time at Belvedere Golf Club at 5731 Marion Center Road (231-547-2611). Visit www.belvederegolfclub.com for details.

Dining: For dining, take a walk to the lift bridge, and try Stafford's Weathervane Restaurant (106 Pine River Ln., 231-547-4311), offering a casual atmosphere and a great view of Round Lake and the Pine River Channel. A local favorite is Terry's Place (101 W. Antrim St., 231-547-2799), with a house specialty of gourmet whitefish. For breakfast, try Judy's Restaurant (117 Antrim St., 231-237-9560), featuring a dish called "Judy's Mess," a local favorite. The Coffee Shop, across the street from the municipal marina, has wireless Internet access. Just bring in your laptop, buy a cup of coffee, and enjoy. An elegant dinner can be found at The Inn at Gray Gables, a bed and breakfast (306 Belvedere Ave., 231-547-2251).

ADDITIONAL RESOURCES

- Charlevoix Area Chamber of Commerce, 231-547-2101, www.charlevoix.org

Info

NEARBY MEDICAL FACILITIES

- Charlevoix Area Hospital, 14700 Lakeshore Drive, 231-547-4024, www.cah.org

Lake Charlevoix

Lake Charlevoix extends another 13 miles to Boyne City at the southeast end. The South Arm of the lake, about six miles long, ends at East Jordan. Lake Charlevoix's shoreline is hilly and pastoral, dotted with the outlines of Victorian summer mansions. The famous Belvedere Club and the Chicago Club, built as exclusive neighborhoods, spread across the horizon. The narrower, southern arm of the lake begins at Ironton, where you will enter a narrow No-Wake Zone and spot a cable ferry crossing near town. Pass over the cable with special care and caution. Five miles from Holy Island is East Jordan, which is a small town with restaurants, a movie theater, groceries, laundry and a hardware store within walking distance.

Dockage: The East Jordan Municipal Marina and Four Seasons Marina are at the very southern end of the arm and may have transient space.

The F. Grant Moore Municipal Marina in Boyne City has limited transient dockage for smaller boats with basic municipal services. The marina monitors VHF Channel 16, has a two-hour courtesy dock and courtesy bicycles for touring and shopping. The Harborage Marina has substantial, modern transient dockage, gas and diesel fuel, basic services and some repairs. A marina operated by Cafe Sante (231-582-8800) offers day dockage for dining and shopping. Boyne Avenue is the main shopping street, walk south on Lake Street from the marina then turn east on Water Street. Here, you will find a number of shops, restaurants, a Radio Shack and a marine parts store, a movie theater, a laundry and a hardware store. North from the marina, on Lake Street, is a Glen's Supermarket.

Sommerset Pointe Yacht Club is located 1½ miles west of Boyne City. This new luxury marina offers floating docks, full time concierge, a pool, the Blue Harbor Grille and other resort facilities. Complementary bicycles are provided for a visit to Boyne City.

Horton Bay, the tiny town made famous as Ernest Hemingway's childhood playground, has a scenic, hilly shoreline. Centrally located near the Boyne Mountains and Highlands ski areas, Horton Bay is geared toward winter tourists. Supplies and services are available, but not on the same grand scale as in Charlevoix. Boyne City has provisions, a movie theater, a laundry facility and a hardware store.

Anchorage: Oyster Bay, on the northeast corner of the lake across from Two Mile Point, is a good anchorage, with good holding in 12-foot depths. The shore is residential, however, with no place to go ashore. Horton Bay, about seven miles east from the lake canal entrance on the north shore is well protected, but has no public access to shore and the very small town. Anchorage can be found after passing the narrows when entering the South Arm; there is a small bay to port offering anchorage, and a small bay behind Holy Island two miles south. Farther south, Dutchmans Bay offers good protection from northeast winds in 20-foot deep water. Farther still, you can anchor off East Jordan and dinghy ashore for limited shopping.

Grand Traverse Bay

Lake Michigan's Grand Traverse Bay is 28 miles long and 10 miles wide, divided by a narrow peninsula creating an



Northport, MI looking west. (Not to be used for navigation.) WATERWAY GUIDE PHOTOGRAPHY.

east and west arm. The bay's eastern shoreline follows the coast of mainland Michigan, while the western shore is part of the Leelanau Peninsula. The scenery varies from rocky, wooded areas to pastoral farmlands and orchards. There are four towns in this large, beautiful bay that can accommodate boaters: Northport, to the northwest; Suttons Bay, about 12 miles south; always popular Traverse City at the far southern end of the west arm; and Elk Rapids, on the eastern shore of the east arm. The marinas in the two latter ports were rebuilt in the past few years and are usually very busy during the peak season.

Northport, MI

NAVIGATION: Use Chart 14913. Northport, the northernmost harbor in Grand Traverse Bay, is about 22 miles from Charlevoix. Stay at least a mile offshore during your cruise from Charlevoix. Head northwest after leaving Pine River and pass to the north side of flashing red bell buoy "2" at South Point, then head west-southwest for four miles. At green can buoy "1" north of Fisherman Island, head southwest, keeping that buoy to port. Set a course at a heading of 215 degrees true for 15 miles across Grand Traverse Bay. Keep flashing red bell buoy "2" (N 45° 07.750'/W 085° 33.150') and red nun buoys "4" and "6" to starboard to avoid the rocky shoals to the north as you head west towards Northport. On the far west side of Northport Bay, the town of Northport has two marinas. Enter the municipal marina from the north side, between the breakwalls marked with 18-foot quick flashing green "1" and quick flashing red light "2." Northport Bay Boat Yard is located one mile to the north. Be sure to not go past the marina entrance, there is shoal and rocks closer to shore.

An excellent location for provisions, Northport serves as a gateway to the cruising opportunities on Grand Traverse

Bay. When heading south, three miles from here, take a look at Bellow Island. The ruins of a private home built in the early 1900s are visible, along with tens of thousands of gulls and black cormorants populating the island. Locals tell the story of the first resident, a man called Ustick, who built and lived in the house, only to be driven off the island by his feathered neighbors.

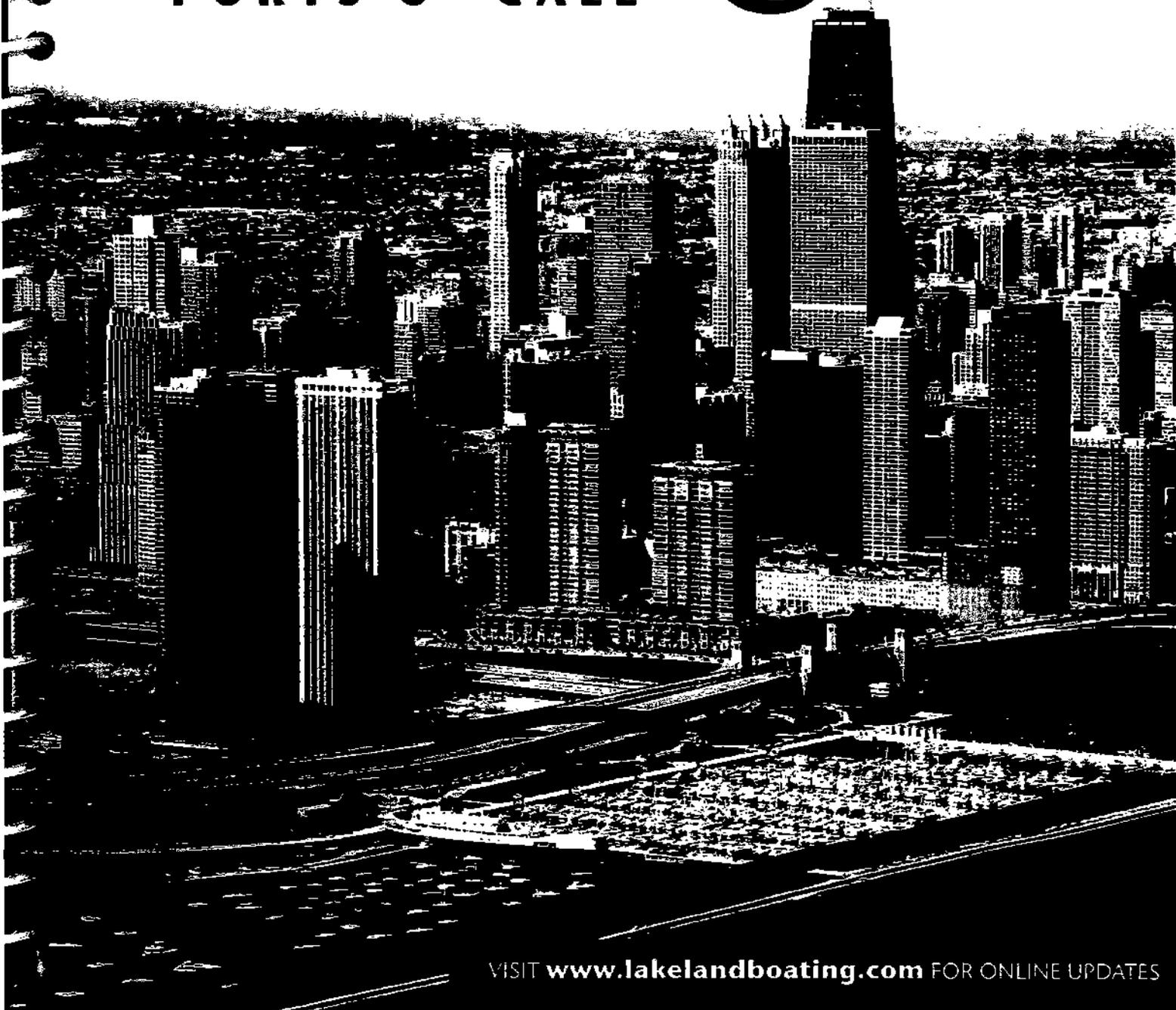
The historic Grand Traverse Lighthouse is open for tours daily, and also has a "volunteer lighthouse keeper" program where volunteers can stay at the lighthouse for a week, doing chores, running the gift shop and enjoying the sunsets. The lighthouse is six miles from the marina in Leelanau State Park.

Dockage: The Northport (G. Marsten Dame) Municipal Marina provides basic cruising amenities and gas and diesel fuel. Day dockage is available for shoppers. A public beach and swimming area are next to the marina. Bright blue waters contrast with the white stone embankment surrounding the harbor. You can easily walk from the harbor to the village to shop. Art galleries, boutiques and a bookstore offer clear evidence that Northport is more than just a simple fishing village. You will find a post office, book store, restaurants, an Ace Hardware and several gift shops on West Nagonaba Street, starting at the marina. Tom's Supermarket is at the corner of West Nagonaba and Mill Streets. The tree-lined neighborhoods of whitewashed frame houses sit in neatly manicured side streets, and the dining in town is excellent. For those cruisers unable to visit all the marinas on Leelanau Peninsula, a bus makes a frequent circle route from Northport to the Leelanau Sands Casino, Leland and Suttons Bay.

Northport Bay Boat Yard offers a full line of marine services, including engine repair, fiberglass repair and hull painting. They also offer indoor and outdoor heated and

Lake Michigan

PORTS O' CALL



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Charlevoix, Michigan

A hospitable destination that's teeming with possibilities.



A historic and charming resort community, Charlevoix is no stranger to tourists. Sitting on the doorstep of Lake Charlevoix, this port attracts boaters in droves. And with all the dining, shopping and recreational opportunities, you can be sure that you will be taken care of. Take the time to cruise the crystal waters of Lake Charlevoix, with its marinas and anchorages at the western end, Boyne City at the eastern end and East Jordan at the far end of the snaky south arm. It will be apparent the moment you arrive why Charlevoix is such a hot spot.

Jockeying for a slip at **Charlevoix City Marina** is worth the hassle—this is one of the best people-watching ports on the lake. With three beaches within two blocks and the Bridge Street shops just beyond the park, the municipal marina is in the thick of the downtown action. The marina has 55 transient slips and can accommodate boats up to 150 feet; you can tie up to a shoppers' dock and seawall as well. This marina is undergoing a major expan-

sion. They are increasing the number of slips and adding a new harbormaster's building complete with showers, heads, laundry facilities and cable TV. They will remain open during construction.

Swing by the adjacent **Ward Brothers Boat Co.** (wardbrothersboats.com; 231-547-2371), a charter-fishing service complete with fuel, pumpout, ship's store, bait shop and repair facilities.

Northwest Marine Yacht Basin is a private condo development on the western end of Lake Charlevoix that welcomes transients. The facility usually can assure slips, but they don't accept reservations, so try and show up early. They have no fuel but do offer pumpout, a pool and laundry facilities. Located on Lake Charlevoix, Northwest is a walkable distance or an easy bike ride to town.

Bergmann Marine (bergmannmarine.com; 231-547-3957) is not located on the water, but can pull your boat



TERRY SALMONSON/ARTVARK STUDIO



As you come up Pine River Channel to Round Lake, you may have to wait for the lift bridge **A**, which operates on the half-hour. Once inside, turn starboard around the *Beaver Islander* moorings to reach Charlevoix City Marina **B** and the park area. At the end of this series of slips is the Ward Brothers Boat Co. fuel dock and fishing charter service **C**. For those on the waiting list, there is plenty of anchoring room just behind the marina. On your way out of the channel to Lake Charlevoix, note the entrance to the narrow waterway **D** that separates Park Island from the mainland—it makes for a

fun dinghy side trip. Turn starboard at the Coast Guard station **E** and follow the southeast shoreline to two other fine transient facilities: Northwest Marine Yacht Basin **F** and Irish Boat Shop **G**. Bergmann Marine can haul your boat out at the public launch ramps **H** to do all manner of repairs. Pine Lake Club **I** does not accept overnight visitors. In Charlevoix itself, the action on Bridge Street (Highway 31) is mostly concentrated in the area between Oleson's Market Plaza **J** and Stafford's Weathervane restaurant **K**. Across the channel is a pleasant public beach area **L**, complete with bathhouse.



out at the public launch ramps south of Northwest Marine. A family-owned business, this full-service facility has a haulout limit of 60 tons.

South of Bergmann is the "annex area" of **Irish Boat Shop**, offering 62 slips. Another quarter-mile south is the main Irish service yard, with an additional 100 slips, fuel and a fully stocked ship's store. This is one of the premier maintenance and repair yards on the big lake, with full-service capabilities for both power- and sailboats. Slips are generally available for transients, and reservations are accepted.

Pine Lake Club is a private condo operation located south of Irish Boat Shop, and is not open to transient cruisers.

The western end of Lake Charlevoix has a well-protected anchorage at Oyster Bay on the north shore. The water is shallow, the bottom is marl, and lots of locals duck in here to spend a lazy day just hanging out and swimming. If you want to stay reasonably near town but don't like condo dock fees, Oyster Bay is for you.

If you're in the mood for a night out, you've come to the right port. Charlevoix boasts plenty of fine eating spots, one of the oldest being **Grey Gables Inn**, located along the south shore just before Round Lake meets Lake Charlevoix. **Stafford's Weathervane**, at the opposite end of town just over the bridge, has great food and an awesome view of the river channel.

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Terry's Place, in the heart of downtown, is a popular yet intimate gourmet hideaway. Less demanding palates will find plenty of fast food, pizza, bakeries and ice cream shops. **The Coffee Shop** (231-547-9663) on Bridge Street offers wireless internet access along with fresh pastries and baked goods. Charlevoix also boasts a number of great breakfast spots.

Break out the beach blankets at one of the area's four public beaches; the most prominent is located south of the pierhead on Lake Michigan. **Ferry Beach** is near the west end of Lake Charlevoix on the south shore, just south of Northwest Marine. Check out the greens at **Charlevoix Golf Club** (231-547-3268), **The Belvedere** (belvederemarine.com; 231-547-2611) or one of Charlevoix County's dozen other golf courses.

In July, the weeklong **Venetian Festival** delights visitors with a street parade, a lighted boat parade, fireworks, music and food. The excellent nationally recognized **Waterfront Art Fair** features well-known artists and is held the second Saturday in August. And Tuesday and Thursday evenings all summer, East Park downtown is the site of free concerts.

For a taste of Charlevoix history you can visit the **Harsha House Museum** (231-547-0373) on State Street, a Victorian residence that features period rooms, collections of historic photographs and oral histories, local artifacts and a museum store. Train buffs should check out the **Railroad Depot Museum**, housed in the former Charlevoix Railroad Station, which is listed on the National Register of Historic Places.

where to eat

Acorn Café Creative breakfasts and lunches in a casual, smoke-free atmosphere. 231-547-1835

Charly's Seafood Grill Regional dishes such as fish, steaks and chops. 231-547-1700

Grey Gables Inn Prime rib and whitefish specialties in a cozy old inn. Weekend entertainment in the lounge. 231-547-9261

Harborview Café Homemade breakfasts and lunches. 231-547-9722

Judy's Restaurant Breakfast and lunch featuring fresh baked goods and homemade desserts. 231-547-2412

Juilleret's Breakfast and lunch. Try the mouthwatering cinnamon french toast. 231-547-9212

The Landings Burgers and fresh fish right on Lake Charlevoix. Docking and gas available. 231-547-9036

Scovie's Gourmet Deli and bake shop. Sandwiches, sal-

ads, baked goods and ice cream, plus beer and wine to go. 231-547-7827

Stafford's Weathervane This former mill overlooking the channel serves fine food and cocktails in a casual setting. 231-547-4311

Terry's Place Specializing in perch, whitefish and wall-eye. 231-547-2799

The Villager Pub This '50s-style diner serves fresh fish, sandwiches and Mexican specialties. Live entertainment. 231-547-6925

Summer Solstice Art Show

JULY

- 4th of July Parade
- Arts & Crafts Show
- Street Legends Classic Car Show
- Charlevoix Antique Show
- Garden Walk
- Venetian Festival

AUGUST

- Waterfront Art Fair

local events

JUNE

Taste of Charlevoix

more info

Charlevoix Area

Chamber of Commerce231-547-2101
charlevoix.org

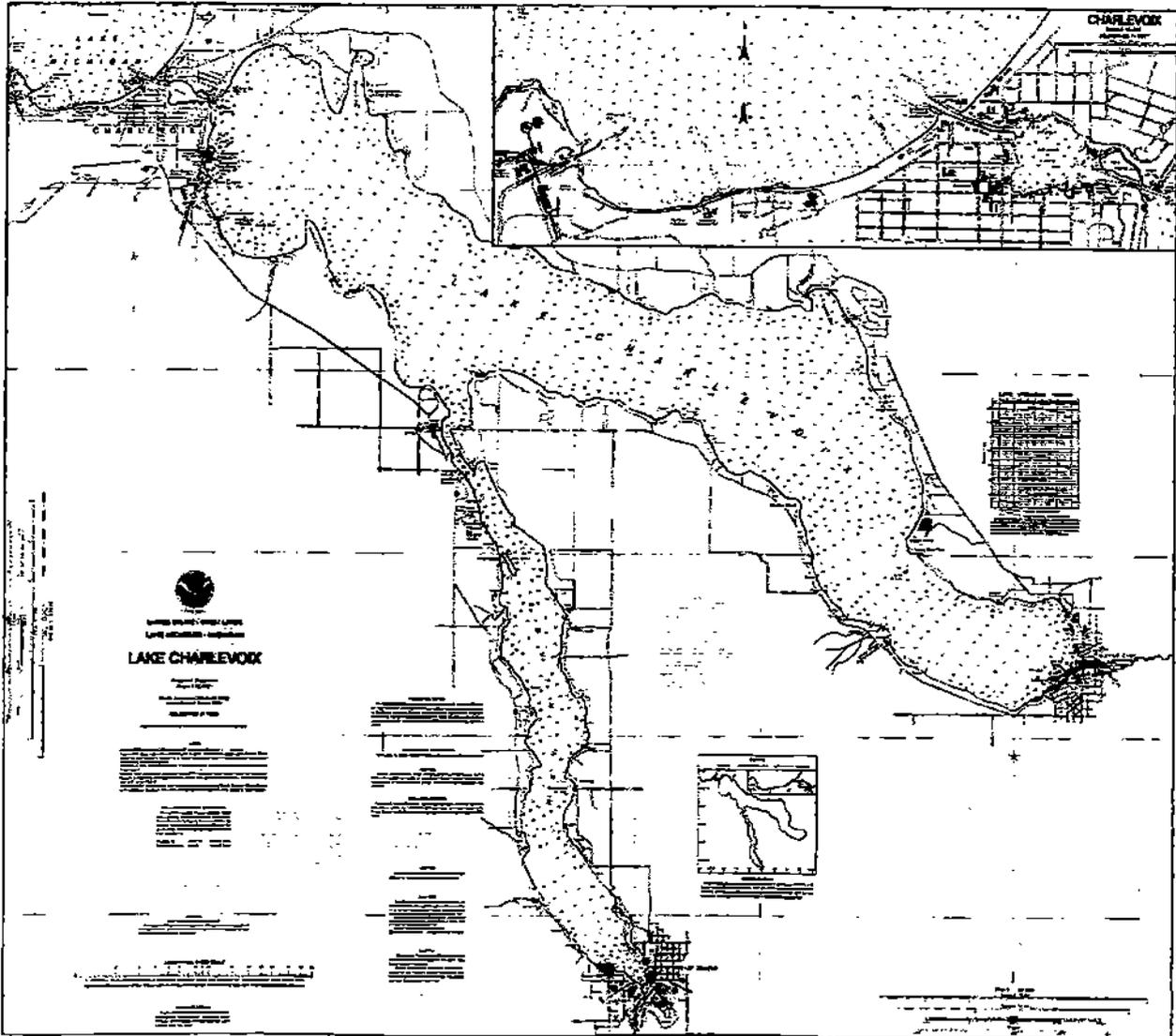


CHART #14942, APRIL 2005. A PRUDENT MARINER WILL NOT RELY ON ONE AID TO NAVIGATION, BUT RATHER UPON THE MANY AVAILABLE.

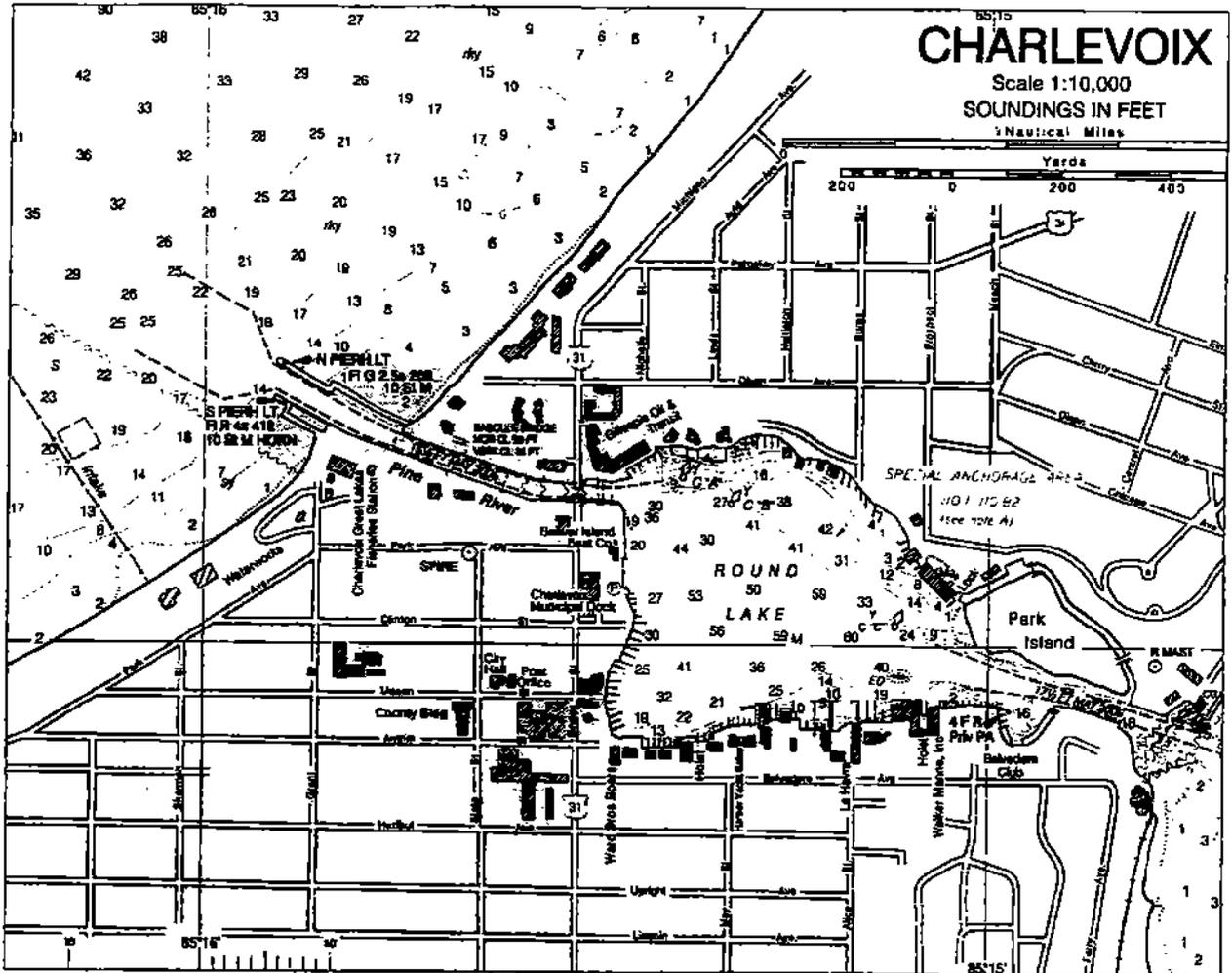


CHART #1942, APRIL 2003. A FRESH WATER MARINE WILL NOT RELY ON THIS CHART FOR NAVIGATION. NOT BATHYMETRIC. THE MAIN AVAILABLE.



		Monitors VHF Channel	Transient Slips Available	Alternate Mooring: Wall Mooring, Rafting Allowed	Maximum LOA	Minimum Depth at Dock	Power (amperege or volts)	Hookups: Water, Cable TV, Internet	Fuel: Gas, Diesel, Pumpout	Basics: Hoods, Showers, Laundry	Amenities: Swimming Pool, Whirlpool, Rec. Area, Grills, Picnic Tables, Dog Walk	Takes Reservations	Takes Credit Cards	Haulout (Capacity in tons or feet)	Repairs: Mechanical, Electronics, Fiberglass, Woodworking, Sails, Canvas	Convenience: Ship's Store, Ice, Convenience, Foods and Beverages
B	Charlevoix City Marina 231-547-4949 Charlevoix, MI	9	55	WR	150'	14'	30 50 100	WC	GDP	HS	GPD	Y	Y	MEF WSC	SIC	
G	Irish Boat Shop 231-547-9967 irishboatshop.com Charlevoix, MI	9 16	20	W	60'	8'	30 50	W	GDP	HSL	RGP D	Y	Y	55	MEF WSC	SIC
F	Northwest Marine Yacht Basin 231-547-5552 Charlevoix, MI	9 80A	25		40'	6'5"	30 50	W	P	HSL	SRG PD	N	Y			I

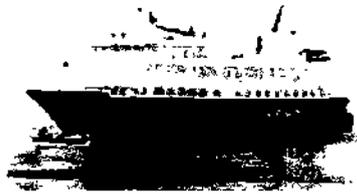
Facilities information subject to change. We suggest you call ahead.

Voyages of Discovery on America's Inland Seas

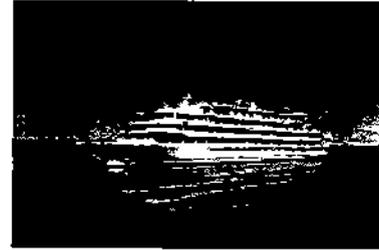
Cruise Ships



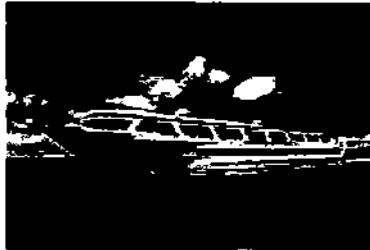
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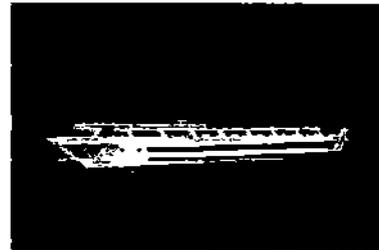
Yorktown



Pearl Mist



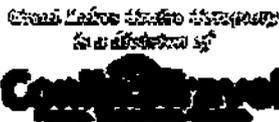
Grande Caribe



Grande Mariner



GLCC Video: Yorktown



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scott@dryharbourmarine.com / www.dryharbourmarine.com

February 20, 2014

Charlevoix City Council
Charlevoix, MI

Re: Marina Expansion

Dear Council Members:

It is without reservation that we here at Dry Harbour Marine would support the marina expansion. In fact, we would be so bold as to say that it would be entertaining for us to listen to anyone that might be opposed to this when the industry that we have in this city is so tourist oriented that anything we can do to expand this tourism facility in Charlevoix would be accepted with open arms.

We could look to see what has gone on in our neighboring city, Boyne City, and look at how the small marina expansion over there has had an impact on the influx of economic viability. We could also look closer to home and see what the initial marina expansion has actually done to our own downtown area businesses from the standpoint of boaters, boater's spending money and the overall experience of boating in Charlevoix. Our harbor has been rated as high as second in the United States, if there is anything we can do to promote this then we feel it is a step in the absolute proper direction.

If we can help with any questions or concerns about the marine industry that you might have, or its' impact on Charlevoix, please feel free to contact us.

Sincerely,

Scott Boss,
Barney Way,
Owners, Dry Harbour Marine

Linda Weller

From: Steven Hansen [stonybeachchx@gmail.com]
Sent: Monday, February 24, 2014 10:14 PM
To: Linda Weller
Subject: Marina expansion

Hi Rob—I am in favor of the marina expansion to accommodate bigger boats. However, this is because I think they are beautiful and rare—kind of like exotic animals hardly ever seen in Northern Michigan. The economic argument is harder to make. Slip fees will be high and that will help the Marina, but will the added revenue be more than that brought in by an equal expansion devoted to 30'-40' boats? In the case of this proposed big-boat expansion adding to revenue for local merchants, I think its very possible that an expansion for smaller and medium boats would bring more down town business traffic than that from the big boats. It's like real-estate—what is the expected shopper number per square foot of expansion. It would be valuable to know how many persons are on board these bigger boats when they dock—say at Harbor Springs. Most of the paid crew members are not, I think, going to be big shoppers. Best wishes—Steve Hansen

Charlevoix Office
224 Bridge Street
Charlevoix, MI 49720

866.490.JBYS (5297)
(231) 237-0964 (fax)
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February 24, 2014

Mr. Rob Straebel
City Manager
City of Charlevoix
210 State Street
Charlevoix MI 49720

Dear Mr. Straebel,

We wanted to take this opportunity to support the Charlevoix Marina A Dock extension that the City of Charlevoix is currently considering.

We see the A Dock extension as a great opportunity for a larger number of larger boats to visit our beautiful City of Charlevoix. We know from our experience that many of our clients, friends and fellow boaters have wanted to visit Charlevoix. They were unable to do so because no slips were available to accommodate their length of boat. We know from studies that the "average" Great Lakes boater spends an average of \$300 a day while visiting Marinas. Be assured that the boats that these larger slips will attract are not the "average" boater. This would have a great positive economic impact on our local stores, restaurants and businesses.

We've mentioned just in passing the possibility of this expansion to some of our clients. Be assured we have verbal commitments for 3 or 4 of these proposed slips without even trying. We're confident that we'll be able to assist the City to make this a great addition to the Marina and the City of Charlevoix.

You build it and they will come... and they will be spending money in our businesses while they are here.

We look forward to working with you and the City of Charlevoix to facilitate this wonderful project.

We remain....At Your Service.

Greg Kruger and Loren Lee
Jefferson Beach Yacht Sales.

Keweenaw Excursions

P.O. Box 370 Charlevoix, MI 49720
231-237-9365...keweenawexcursions@gmail.com

RE: Marina Dock Project

To whom it may concern:

I am writing this letter in regards to the expansion of the marina in the City of Charlevoix. While I have no official position on this subject it is of my opinion that if this expansion were to occur that the best way to do such would be to extend the existing pier. If the extension of the pier were to be done in such a way in which there was a solid anchor to the bottom in the form of a pylon or dolphin it would serve two purposes. The first would be a solid place for the cruise ships to come and go from. Right now there is the Yorktown, which everyone is familiar with, that is plying the waters of the Great Lakes, but beginning in 2014 there are going to be 2 more coming to the lakes. This is an excellent opportunity for the city to get this exciting industry to stop here and spend time in the port. The other would be the additional docks that would be installed on the north and south side of the extended pier.

Thank you,

Jason Funkey

Owner Keweenaw Excursions



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(888) 446-4095 • Fax: (231) 547-5542 • E-mail: info@bibco.com
Executive Offices • Box 148 • Beaver Island, MI 49782

February 27, 2014

Charlevoix City Council
210 State St.
Charlevoix, MI 49720

Dear Charlevoix City Council:

The Beaver Island Boat Company is writing to express our concern with the currently proposed dock expansion project.

In October 2012, the Council agreed to enter into a contract with United Design to study the feasibility of adding an additional dock in the area presently occupied by the MV Keweenaw Star (formerly the USCGC Acacia's dock). Results of this study found the proposed physical layout would interfere with the safe maneuvering of our ferry vessel (MV Emerald Isle) during docking and would also eliminate the present docking location of the MV Keweenaw Star.

The current proposal eliminates the physical impedance of a dock thru our maneuvering area which was a concern during the initial proposal. Any increase to the traffic congestion from recreational boaters, human powered craft, jet skis, and large commercial vessels would potentially introduce more hazardous conditions for maneuvering. If the city intends to increase the marina size by increasing the number and size of docks then there will be more traffic and the safety of the waterways will be affected due to increased congestion.

The burden to maneuver safely in this area has fallen heavily on our company and the increased recreational traffic has resulted in longer bridge openings and docking times.

There has been mention, as part of this new marina proposal, the possible practice of "Mediterranean Mooring" large vessels along the break wall between our vessel and the first dock section. This practice would result in creating the exact same conditions of interfering with our safe maneuvering previously addressed by United Design in the 2012 study. Having a vessel Mediterranean Moor to the seawall also requires the vessel to put out two anchors to hold the bow in place. These anchors would be a hazard to any novice recreational boater unfamiliar with this docking style. The scope of the anchor chain would be leading well ahead of the bow of the moored vessel and would create a hazard to traffic in such a congested highly traveled waterway. Additionally, it is common for this type of moorage to find

anchors fouled with other vessels moored alongside. We recommend Mediterranean Mooring not be considered as an alternate plan.

We appreciate the opportunity to share our concerns with the City and the Council. We will continue to be active participants in this process and hope that we can arrive at a solution that maintains the beauty of Round Lake, the safety of everyone in the harbor, and allows for commerce to continue.

Sincerely,

A handwritten signature in cursive script that reads "Margo S. Marks".

Margo S. Marks
President



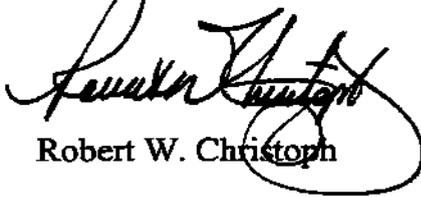
Mr. Rob Straebel
City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Rob,

As a concerned summer resident of the City of Charlevoix who has watched the steady increase of "vacancy" and "for rent" signs in its downtown retail district, I heartily applaud the Mayor, the City Manager, his staff and the City Council for addressing and promoting new and greater access to our City and its economy through the proposed marina expansion.

In recent years, Charlevoix's marina has overlooked and/or failed to address the dockage needs and demands of today's larger vessels. Meanwhile, Bay Harbor and Harbor Springs have expanded and raised the size and standards offered by their marinas. Now, if Charlevoix is to maintain its position as one of the premier, first class marina destinations in Northern Michigan, it must upgrade and expand its marina facilities. This proposed marina expansion is a good first step towards addressing and maintaining Charlevoix's marina position in Northern Lake Michigan. Long term cruising solutions must be made available to this growing, affluent, yachting market segment. Further, this increased activity will aid in improving the vitality of our downtown during the season without adding any more cars on to our already crowded streets.

Sincerely,



Robert W. Christoph

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion with Possible Approval for Dock A Expansion Project

DATE: March 3, 2014

PRESENTED BY: Mike Spencer

Jim Muschell, United Designs Associates

- ATTACHMENTS:**
1. East Park Dock A Expansion
 2. Exhibit 2 and 3
 3. UDA January 25, 2013 Memo
 4. 2012 Recreation Boating Economic Study
 5. Exhibit 4

BACKGROUND INFORMATION: Per the directive of City Council, Staff has researched alternative designs for the expansion project, specifically the feasibility of creating "Mediterranean mooring" between Dock A and where the Keweenaw Star is docked.

According to discussions with Jim Muschell from UDA, there are various challenges with creating Mediterranean mooring in this area. Mr. Muschell will be ready to address this issue at the meeting on March 3. Specifically, some of the challenges are as follows:

- 1. Fairway Width-**Docks are designed to have at least 1.5 times the length of a boat between them. On the north side of Dock A, we currently have three 80' slips requiring a 120' fairway (80' x 1.5) to maneuver a vessel. 120' north of Dock A reaches roughly the bow of the Keweenaw Star. Constructing Mediterranean mooring in this 120' buffer zone would negate any large vessels from using the current 80' slips on Dock A. Mediterranean mooring outside of this buffer area will most likely impact the course that BIBCO uses to maneuver their vessel into the dock. See Exhibit 4.
- 2. Pylons/I-Beams-** Mediterranean mooring in this area may require pylons to be driven into the bottomlands of Round Lake to moor both the bow and a stern of a large vessel. Depths in the proposed area are at least 25' with much more footage needed to properly drive and secure the pylons in the bottom of Round Lake. The depth needed to drive the pylon into the bottom of the lake is unknown and would take substantial engineering. According to Mr. Muschell, Mediterranean mooring is rarely used in the

Great Lakes. (The City's current flotation docking system uses a number of anchors and chains to maintain stability on the docks.) Also, large pylons 60'-70' off the seawall could be a navigational hazard and difficult to see at nighttime. There are also questions of how to engineer a method to allow larger boats access to land. Additionally, larger boats that Mediterranean moor can be susceptible to high winds and it is questionable whether boat owners would be comfortable with such a mooring technique.

3. "Bang for our Buck"- Even without the aforementioned fairway issue, there could be only a maximum of 2-3 Mediterranean mooring locations in this area. This would have a smaller economic impact on the downtown area as opposed to 14 new 50' and 80' slips with the proposed expansion on Dock A. This does not even address negating the current use on the north side of Dock A for the larger boats as well as the navigation course of BIBCO's vessel.

4. Relocation of Keweenaw Star/Sunshine II Charters- These charter vessels would need to be relocated to a different location. The Keweenaw Star agreement expires in 2014 with the Sunshine II agreement expiring in 2016.

5. Interference with BIBCO Charter Vessel- BIBCO representatives have stated they are not in favor of the Mediterranean mooring as it will interfere with maneuvering their vessel upon return to Charlevoix. See attached letter in Public Hearing agenda item. They do state in their letter that expansion of Dock A will not interfere with their operation.

Given the City Council's original directive to pursue a dock expansion project for boats in the 50'-80' range, expanding Dock A appears to be the only feasible option at this point. Because of riparian ownership rights and fairway width issues the City could not expand Dock B, C or D for larger vessels.

Options for City Council:

1. Make a motion to approve Dock A Expansion Project and direct Staff to work with project engineers to obtain all needed permits for the project. This could also include developing an agreement for "pre-leasing" new slips that would need to be approved by City Council before Staff starts to recruit interested boaters on "pre-leasing" slips.
2. Make a motion to direct Staff to work with project engineers to reduce length and scope of Dock A Expansion Project and bring back to City Council for further discussion. Based upon Public Hearing comments either for or against the project, this might be City Council's best compromise as it promotes economic development in the downtown area while scaling the project in a manner that would help to preserve Round Lake's

character and beauty. According to UDA, dock extensions could be designed as “modules” allowing for shorter segments to be installed over phases. Engineering for docks would be designed for full build-out.

3. Make a motion to not further explore expanding the marina project.
4. Postpone decision-give Staff specific direction to research any outstanding issues.

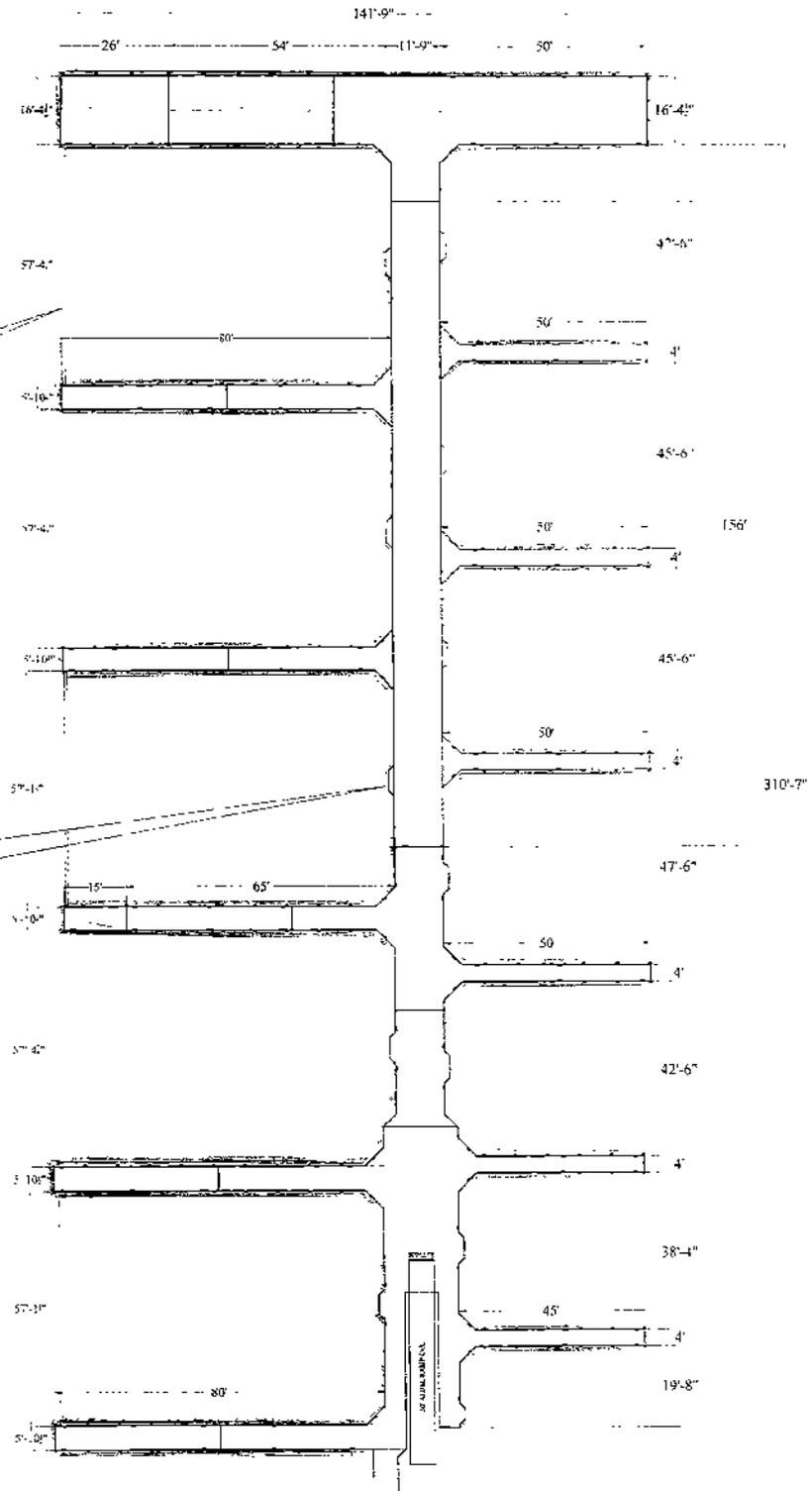
RECOMMENDATION: Direction to Staff.

PIER "A"

Underwater Trusses added to 80' piers for rigidity.

LOCATION OF CURRENT 'T' END CONNECTION

PROPOSED DOCKAGE
EXISTING DOCKAGE



EAST PARK
A PIER
EXPANSION



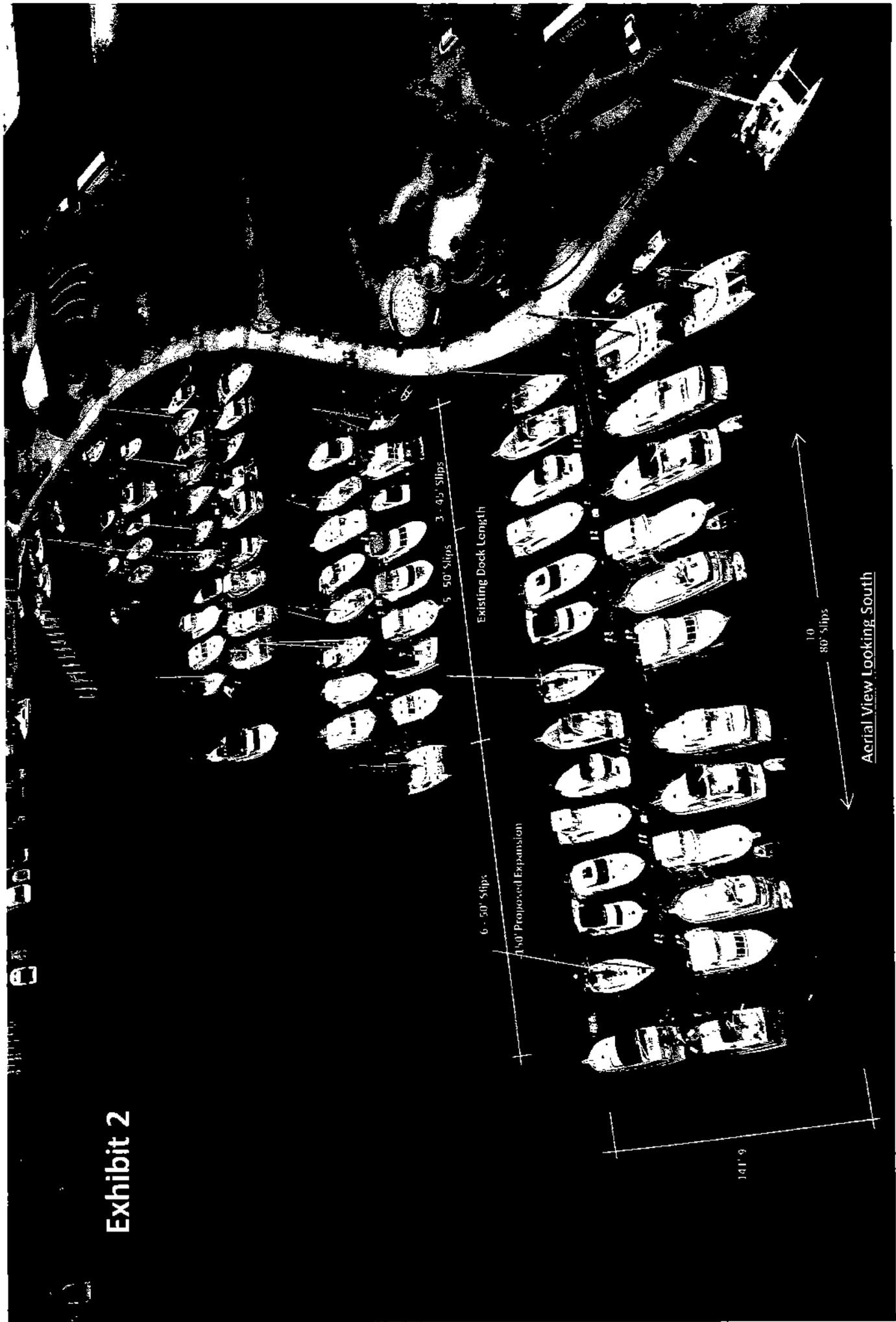
FLotation DOCKING SYSTEMS
of
CEDARVILLE MICHIGAN



SCALE: NTS

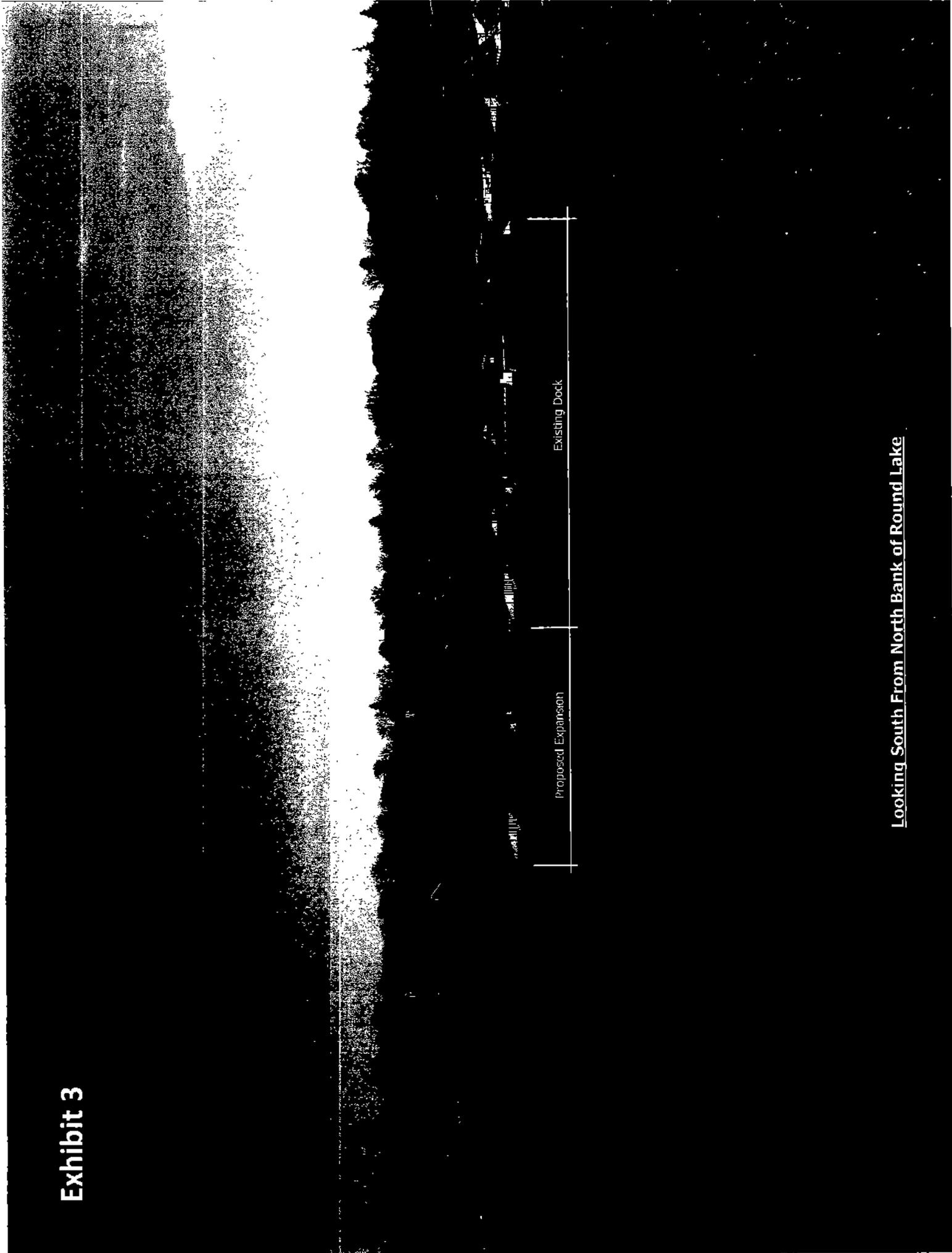
DATE: SEPT 3, 2013

Exhibit 2



Aerial View Looking South

Exhibit 3



Looking South From North Bank of Round Lake



united design associates

RECEIVED

FEB - 1 2013

CITY OF CHARLEVOIX

January 25, 2013

Mr. Robert Straebel, City Manager
City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

Re: Observations and Comments for Preliminary Study
City of Charlevoix Addition of New Northerly Floating Pier System
Charlevoix Municipal Marina on Round Lake

Dear Mr. Straebel:

Subsequent to our meeting in December, we have received some initial information as to the Beaver Island Ferry maneuvering into the ferry ramp north of existing municipal marina at East Park in the area of proposed new Northerly Pier System. Our first draft plan as discussed at our meeting is patterned from prior layout information and discussions, the City of Charlevoix had with Flotation Docking Systems. Please note that the topographic and sounding information for this study has not yet been received yet from Ferguson & Chamberlain of Charlevoix. Therefore; this first draft plan is compiled without a true plan. From our initial field measurements and other information available at this point, the draft plan does appear to be close, and it appears the maneuvering may not change much even if more maneuvering information is secured. We do not have any craft maneuvering information on the Beaver Island Ferry Boat at this point.

We have imposed this maneuvering information unto the first draft pier layout we discussed at the meeting we had. We have also imposed this on a preliminary layout you handed to us that was done by others. See that information included herewith. We have been given information that includes comments from the Keweenaw Star, and letter from the Beaver Island Boat Company. See that information enclosed herewith.

Looking at all of this, it appears that to not interfere with the Beaver Island Ferry Maneuvering which includes a buffer zone, the first draft pier system will loose half of the slips and it appears the mooring of the Keweenaw Star with this first draft layout may be in jeopardy.

Please review this information, but it appears that political constructive discussions by the City with these craft companies are needed. Please review this information with your committee. We are hesitant to proceed much further with this without City direction.



Page 2, Mr. Robert Straebel, City Manager, January 25, 2013

Yours Truly,
United Design Associates

A handwritten signature in black ink, appearing to read 'John H. Schlak'.

John H. Schlak, P.E.

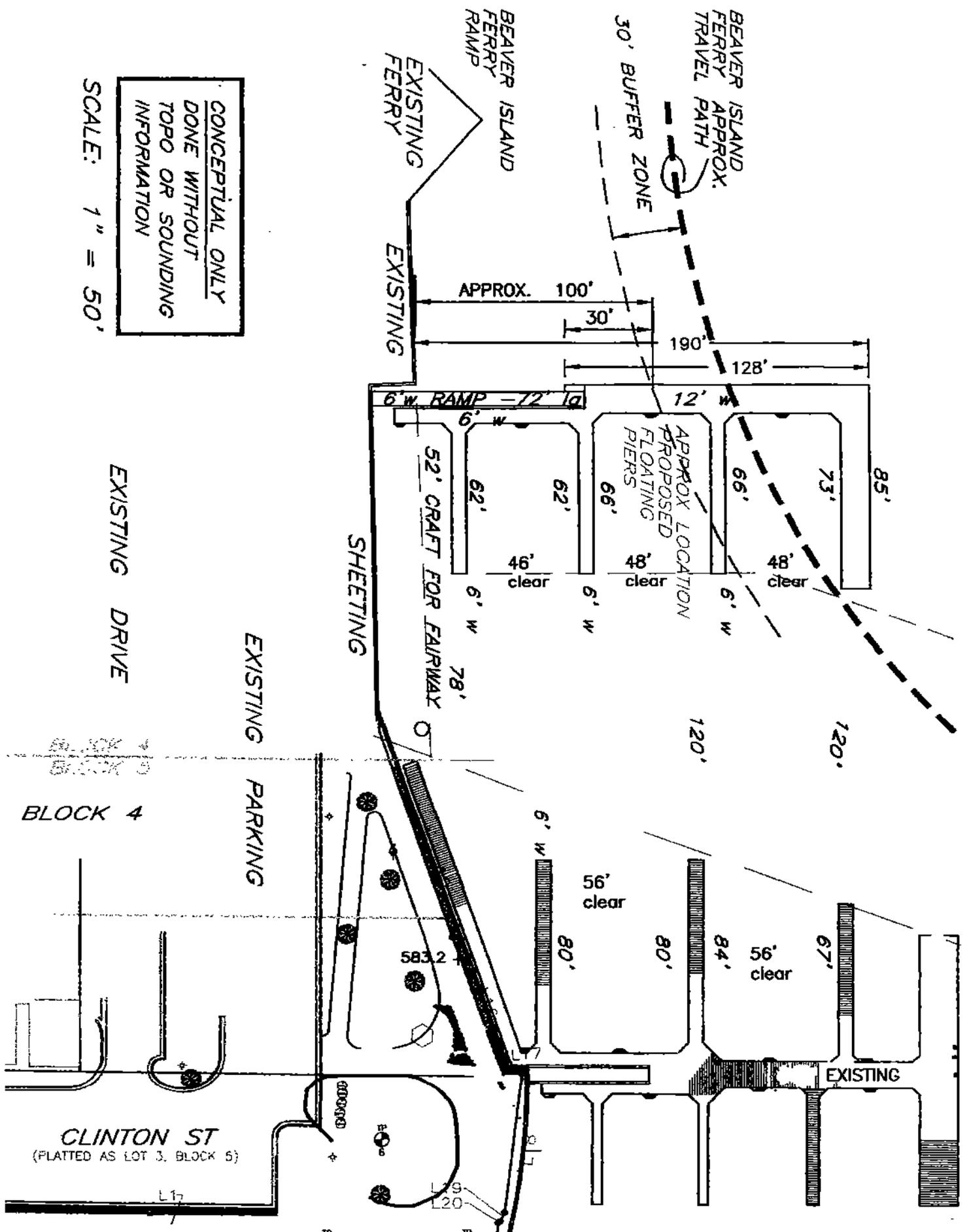
A handwritten signature in black ink, appearing to read 'James E. Muschell'.

James E. Muschell, FASCE, PE

James E. Muschell, FASCE, PE

CONCEPTUAL ONLY
 DONE WITHOUT
 TOPO OR SOUNDING
 INFORMATION

SCALE: 1" = 50'

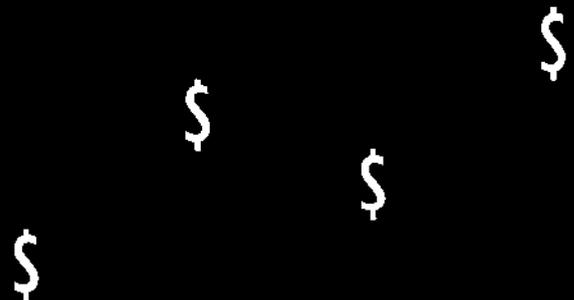
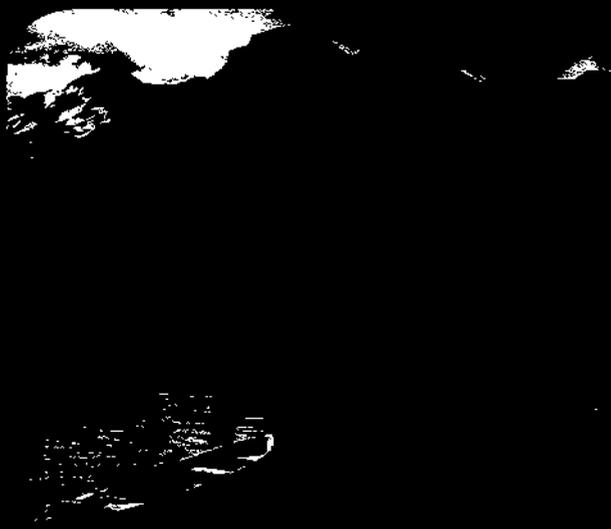




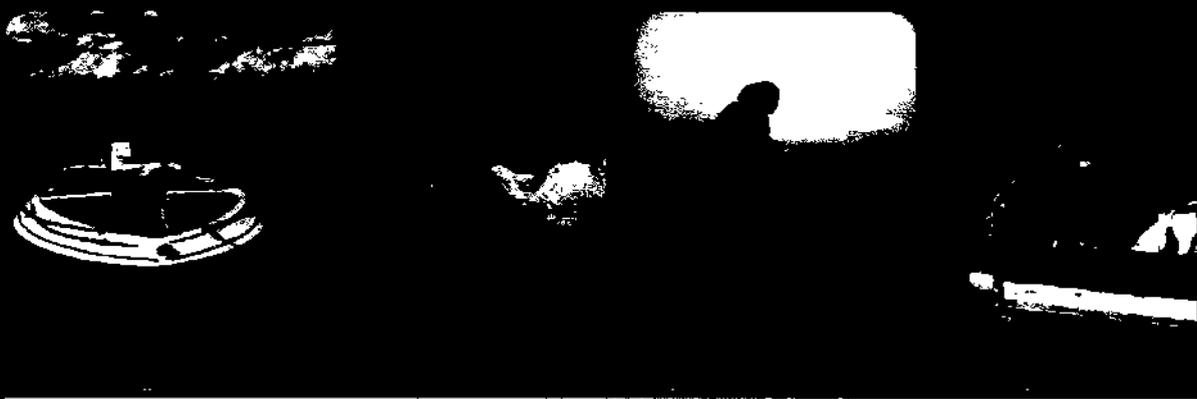
National Marine Manufacturers Association

MAKING BOATING THE
PREFERRED CHOICE IN RECREATION

RECREATIONAL BOATING ECONOMIC STUDY



In 2013 NMMA's Center of Knowledge contracted with the Recreational Marine Research Center at Michigan State University to update the 2008 Economic Value of Recreational Boating at the State and Congressional District Level. Each state and district datasheet includes the "total annual economic value of recreational boating", the number of recreational boating industry businesses, total jobs and annual recreational boating-related spending. The major work and analysis for this study was done by Drs. Edward Mahoney and Yue Cui of the Research Center.



About NMMA: National Marine Manufacturers Association (NMMA) is the leading association representing the recreational boating industry in North America. NMMA member companies produce more than 80 percent of the boats, engines, trailers, accessories and gear used by boaters and anglers throughout the U.S. and Canada. The association is dedicated to industry growth through programs in public policy advocacy, market statistics and research, product quality assurance and promotion of the boating lifestyle. For more information, visit www.nmma.org.



National Marine Manufacturers Association

ECONOMIC SIGNIFICANCE OF RECREATIONAL BOATING IN MICHIGAN



TOTAL ANNUAL ECONOMIC IMPACT OF RECREATIONAL BOATING:

\$7.43 BILLION

Number of Recreational Boats*	771,439
Recreational Boating Industry Businesses	1,404
Total Jobs	58,863
Annual Recreational Boating-Related Spending	\$3.2 BILLION

RECREATIONAL BOATS IN MICHIGAN

TOTAL BOATS*	771,439
REGISTERED BOATS	771,439
Power Boats	635,168
PWCs	97,758
Sailboats	25,957
Other Boats	12,556
HOUSEHOLDS PER BOAT	5.0



POWER BOATS

82%



PWCs

13%



SAILBOATS

3%



OTHER BOATS

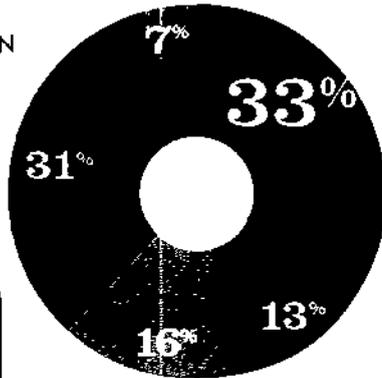
2%



* Total boats, including outboards, as reported by dealers to the USCG.

RECREATIONAL BOATING CREATES JOBS IN MICHIGAN

TOTAL BOATING JOBS	16,670
Boat Building	1,121
Motor / Engine Mfg.	5,194
Accessory / Supplies Mfg.	2,649
Dealers / Wholesalers	2,097
Boat Services	5,519

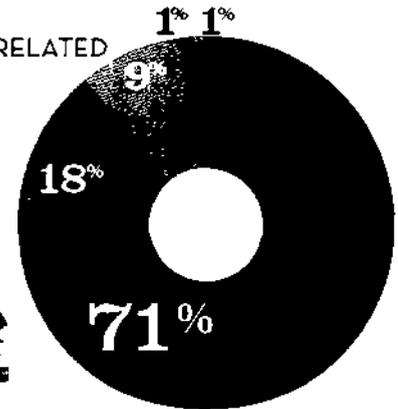


- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC. SUPPLIES MFG.
- DEALERS/WHOLESALEERS
- BOAT SERVICES



RECREATIONAL BOATING-RELATED BUSINESSES IN MICHIGAN

TOTAL BUSINESSES	1,404
Boat Building	22
Motor / Engine Mfg.	11
Accessory / Supplies Mfg.	124
Dealers / Wholesalers	247
Boat Services	1,000

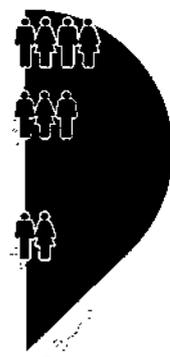


- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC. SUPPLIES MFG.
- DEALERS/WHOLESALEERS
- BOAT SERVICES



ESTIMATED JOBS IMPACT OF RECREATIONAL BOATING-RELATED SPENDING IN MICHIGAN

EST. TOTAL JOBS	58,863	19,117
	<small>MILLIONS</small>	INDUCED JOBS
EST. TOTAL LABOR INCOME	\$2,430.1	10,855
Est. Direct Income	\$987.0	INDIRECT JOBS
Est. Indirect Income	\$606.3	
Est. Induced Income	\$836.8	
		28,891
		DIRECT JOBS



RECREATIONAL BOATING INDUSTRY SALES IN MICHIGAN

Boat Building	\$289.2	\$289.2 MILLION
Motor / Engine Mfg.	\$946.1	\$946.1 MILLION
Accessory / Supplies Mfg.	\$518.0	\$518.0 MILLION
TOTAL MFG. SALES	\$1,753.3	
Dealers / Wholesalers	\$978.0	\$978.0 MILLION
Boat Services	\$1,227.9	\$1,227.9 MILLION
TOTAL RETAIL & SERVICES SALES	\$2,205.9	

- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC. SUPPLIES MFG.
- DEALERS/WHOLESALEERS
- BOAT SERVICES

Source: NMMMA's Center of Knowledge, Reveal to the Marine Research Center at Michigan State U. web site



National Marine Manufacturers Association

ECONOMIC SIGNIFICANCE OF RECREATIONAL BOATING IN MICHIGAN

CONGRESSIONAL DISTRICT 1



TOTAL ANNUAL ECONOMIC IMPACT OF RECREATIONAL BOATING:

\$1.05 BILLION

Number of Recreational Boats* **116,658**

Recreational Boating Industry Businesses **296**

Total Jobs **8,340**

Annual Recreational Boating-Related Spending **\$448.1 MILLION**

RECREATIONAL BOATS IN MI-1

TOTAL BOATS*	116,658
REGISTERED BOATS	116,658
Power boats	101,161
PWCs	9,755
Sailboats	5,632
Other Boats	110
HOUSEHOLDS PER BOAT	2.5



POWER BOATS

87%



PWCs

8%



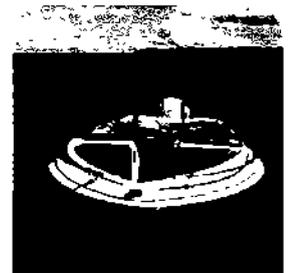
SAILBOATS

5%



OTHER BOATS

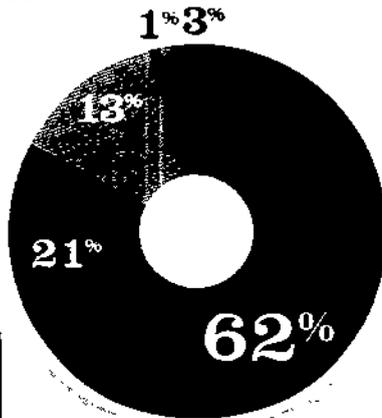
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*Total boats are registered boats as reported by states to the USCG.

RECREATIONAL BOATING CREATES JOBS IN MI-1

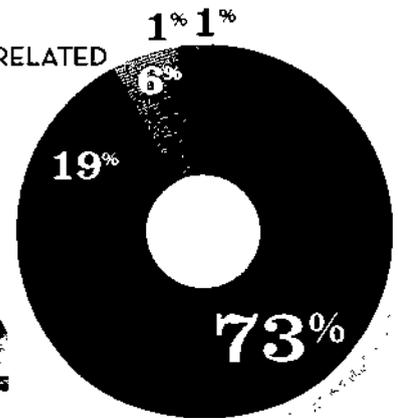
TOTAL BOATING JOBS	1,693
Boat Building	57
Motor / Engine Mfg.	11
Accessory / Supplies Mfg.	226
Dealers / Wholesalers	349
Boat Services	1,050



- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC./SUPPLIES MFG.
- DLRS./WHOLESALEERS
- BOAT SERVICES

RECREATIONAL BOATING-RELATED BUSINESSES IN MI-1

TOTAL BUSINESSES	296
Boat Building	4
Motor / Engine Mfg.	2
Accessory / Supplies Mfg.	19
Dealers / Wholesalers	55
Boat Services	216



- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC./SUPPLIES MFG.
- DLRS./WHOLESALEERS
- BOAT SERVICES



ESTIMATED JOBS IMPACT OF RECREATIONAL BOATING-RELATED SPENDING IN MI-1

EST. TOTAL JOBS	8,340	2,699
EST. TOTAL LABOR INCOME	\$343.0 MILLIONS	1,539
Est. Direct Income	\$158.9	INDIRECT JOBS
Est. Indirect Income	\$86.0	
Est. Induced Income	\$88.1	



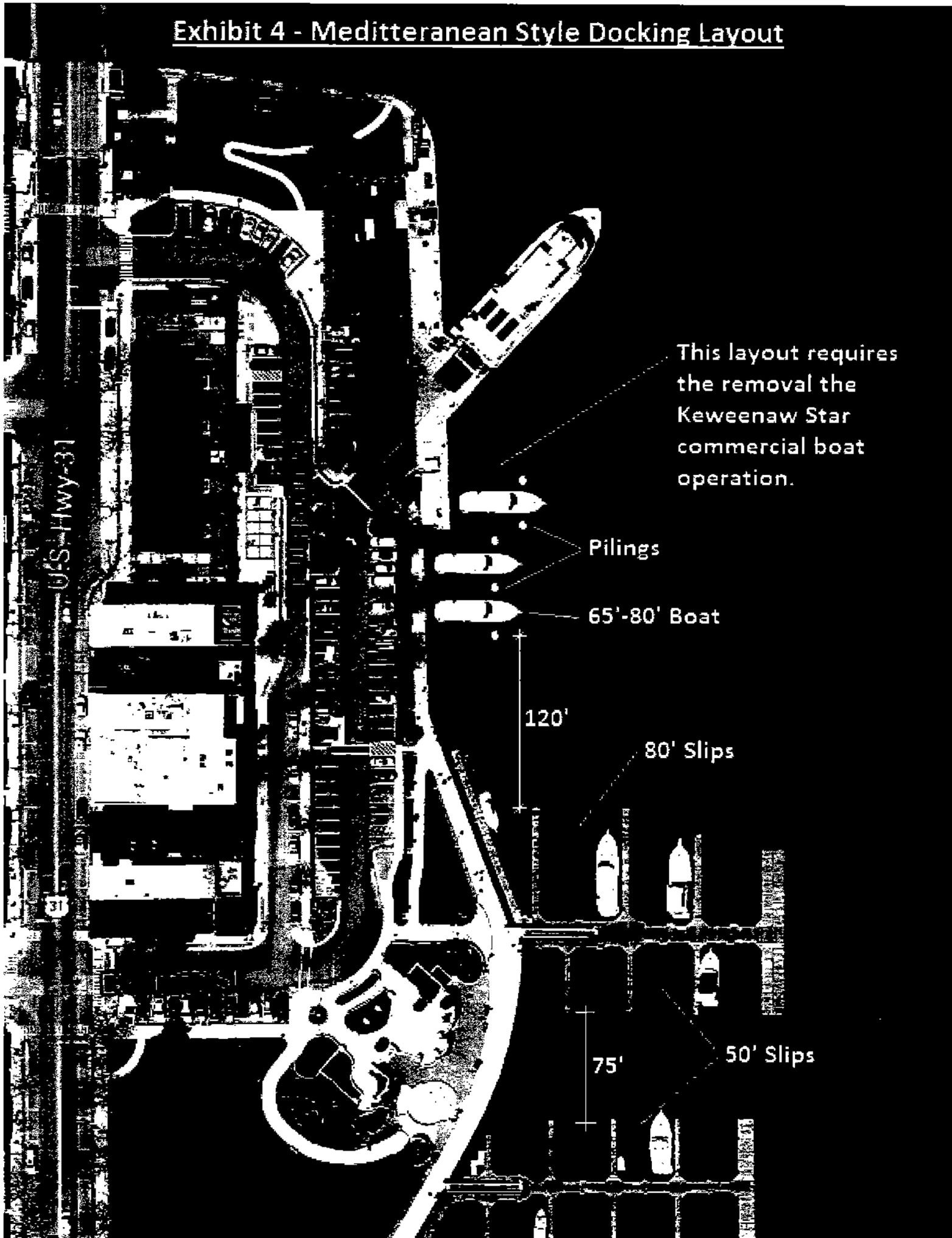
RECREATIONAL BOATING INDUSTRY SALES IN MI-1

Boat Building	\$14.7	\$14.7 MILLION
Motor / Engine Mfg.	\$6.5	\$6.5 MILLION
Accessory / Supplies Mfg.	\$40.2	\$40.2 MILLION
TOTAL MFG. SALES	\$61.4	
Dealers / Wholesalers	\$167.2	\$167.2 MILLION
Boat Services	\$212.5	\$212.5 MILLION
TOTAL RETAIL & SERVICES SALES	\$379.7	

- BOAT BUILDING
- MOTOR/ENG. MFG.
- ACC./SUPPLIES MFG.
- DLRS./WHOLESALEERS
- BOAT SERVICES

Source: NMMMA's Center of Knowledge: Recreational Marine Research Center at Michigan State University

Exhibit 4 - Mediterranean Style Docking Layout



This layout requires the removal the Keweenaw Star commercial boat operation.

Pilings

65'-80' Boat

120'

80' Slips

75'

50' Slips

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase of Capacity

DATE: March 3, 2014

PRESENTED BY: Don Swem

ATTACHMENTS:

BACKGROUND INFORMATION:

This is an item that comes up periodically and will continue to do so. The City belongs to the Energy Services Project at the Michigan Public Power Agency (MPPA), through which we contract for a significant portion of our future capacity and energy requirements. The City must have enough capacity available at all times to cover its load plus have some extra capacity on reserve. Most of our capacity comes through our partial ownership in two coal plants, two natural gas plants, and several small landfill gas plants. To cover our peak loads throughout the year however we need to obtain small amounts of extra capacity beyond what we already have.

The process of covering our future capacity and energy needs is controlled by the City of Charlevoix Energy Risk Management Policy and associated Hedge Plan that were approved by Council in 2011. These documents provide the guidance for MPPA to plan and recommend our future purchases to keep us as close as possible to our stated goals of economy and price stability.

At this time MPPA is recommending that Charlevoix contract for extra capacity that will cover some of our needs for the years from 2015 through 2019. Current prices for future capacity continue to remain very low as they have in recent years. Two years ago we contracted for capacity at an average cost of \$2.85/KW-Month. Last year we did the same at an average of \$2.10/KW-Month. Today we are looking at an average price of \$2.58/KW-Month, so as can be seen prices are staying relatively low (10 years ago we were paying \$9.00/KW-Month).

The proposed purchase is as follows:

Planning Year	Up to Capacity, KW	Up to Rate (\$/KW-Month)	Maximum Commitment
PY2015/2016	1,000	\$0.80	\$ 9,600
PY2016/2017	2,200	\$2.50	\$ 66,000
PY2017/2018	1,800	\$3.00	\$ 64,800
PY2018/2019	2,800	\$3.00	\$100,800
TOTAL MAXIMUM COMMITMENT:			\$241,200

The purpose of this transaction is to provide a hedge against rising prices for capacity in the coming years. Buying portions of capacity at different times tends to help spread the risk of higher prices. It may happen that prices will continue to remain low for years to come and we ended up paying a premium in the later years, but locking in a somewhat reasonable price now is considered to be safer than just waiting to see if prices stay low.

RECOMMENDATION:

It is recommended that Council consider a motion for approval to spend up to a maximum of \$241,200 to purchase blocks of capacity through MPPA for the years 2015 through 2019.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of approval to enter into an agreement of participation with the Michigan Main Street Program

DATE: March 3, 2014

PRESENTED BY: Bethany Pearson

ATTACHMENTS:

1. Michigan Main Street Program Community Requirements and Expectations Agreement: Associate Level
2. City of Charlevoix Resolution: 2013-10-01
3. Charlevoix DDA Resolution of Support

BACKGROUND INFORMATION: On January 13th the Charlevoix DDA received a letter of acceptance into the Associate Level of the Michigan Main Street Program. The Main Street Program is run by the Michigan State Housing Development Authority and is tasked to help communities create thriving and historic town centers through economic development and historic preservation.

The City must enter into a Requirement and Expectations Agreement to comply with the requirements of the program. In the agreement the City and/or DDA must send staff member(s) to all basic trainings, submit biannual reports to the Main Street Program, and understand that the community must successfully complete all requirements and expectations of the Associate Level before applying for the Select Level.

At previous meetings this past fall the Charlevoix City Council and Charlevoix DDA voted unanimously to pass resolutions of support for pursuing the Michigan Main Street Program.

RECOMMENDATION: Approve to enter into an Associate Level agreement with the Michigan Main Street Program.

Michigan Main Street Program Community Requirements and Expectations Agreement

Associate Level

THIS AGREEMENT is entered into and executed by the Michigan Main Street (MMS) Program, whose address is 735 East Michigan Avenue, Lansing, MI 48909, and the **Community of Charlevoix**, County of Charlevoix, State of Michigan (the "Community") whose address is 210 State Street, Charlevoix, Michigan 49720, for the purpose of educating the Community on the National Main Street Four-Point Approach® and the MMS Program.

WHEREAS, the MMS Program has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Washington, D.C. (the "NTHP NMSC"), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, this agreement is for the purpose of setting forth the MMS Program requirements and expectations for the Community, pursuant to its designation as an Associate Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and the MMS Program, so as to assist in the revitalization of the designated Community's traditional commercial district;

WHEREAS, the Community has attended the MMS Program Orientation Webinar and understands, in general, the intent of the Michigan Main Street Program and the upcoming training schedule for the Associate Level;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community agrees to these Minimum Participation Standards:

1. The Community is required to participate in all scheduled MMS Program services within the term of this Agreement, including :
 - Main Street Basic Training
 - Main Street in Practice Training
 - MMS Overview Presentation (in the Community)

Travel expenses are the sole responsibility of the Community.

2. Attendance is defined by the MMS Program as:
 - A. At minimum, one (1) individual from the Community must be present for the entirety of the provided service. It is acceptable for two (2) individuals to divide the time between them, as long as the Community is represented for the entirety of the provided service.

B. Time commitments for the services as listed in #1 are:

- i. Main Street Basic Training One (1) Day
- ii. Main Street in Practice Training One (1) Day

C. Day-long services typically begin at 8:30am and end by 4:00pm. The MMS Program reserves the right to change the schedule if necessary. Any changes to the schedule will be communicated to the Community contact on file with the MMS Program Coordinator.

- 3. Submit biannual reports to the MMS Program by May 23 and August 29 of the program year. Reports are to state the Community's activities in furthering their education in the National Main Street Four-Point Approach®, steps and/or discussion the community has taken to prepare for making an application to become a Selected MMS community, the MMS Program, and activities in other downtown revitalization areas.
- 4. Understand the Community is not allowed to use the MMS Program name or logo until it has been designated a Selected Michigan Main Street Community. The MMS Program name and logo are trademark protected. See Section III, Number 3, of this Agreement.
- 5. Understand the Community must successfully complete all requirements and expectations of the Associate Level before applying to the Selected Level.
- 6. Understand all requirements of this Agreement must be met regardless of changes within the Community. If requirements of this Agreement are not met, MMS Program services will be suspended and a written warning to the Community will be issued requesting an explanation. Once requirements are met, MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and all rights associated with the Community's participation in the MMS Program will be revoked.
- 7. Assume full responsibility for all costs and expenses associated with the performance of the Community and its rights and responsibilities under this Agreement. The Community further acknowledges that the MMS Program is not responsible to the Community for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a Michigan Main Street Community.

SECTION II. The MMS Program agrees to provide these services:

1. Provide one (1) year of program training as outlined in Section 1, #1 to each Associate Michigan Main Street Community. Training may be modified by the MMS Program, in its sole discretion, to meet programmatic needs:
2. Provide advice, information, and additional on-site assistance to the Community upon request and subject to MMS Program schedule, program constraints, staff availability, and costs associated with the request. The MMS Program may request the assistance of other State or Federal agencies.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** The term of this agreement shall be for a period of eleven (11) months, beginning March 3 and ending December 31, 2014.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to the MMS at its request or as part of this Agreement, the Community, its employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community by MMS (“Confidential Information”) without the written consent of MMS. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community; becomes publicly available other than through breach of this Section; or is received by the Community from a third party with authorization to make such disclosures or is released with MMS’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MMS does NOT grant to the Community a license to utilize the MMS Program trade names, trademarks, logo, and/or service marks (“MMS Program Marks”).
4. **INTELLECTUAL PROPERTY RIGHTS.** The Community acknowledges that MMS owns all rights, title and interest in and to the MMS Program Marks and that it will do nothing inconsistent with MMS’s ownership of the Program Marks.
5. **INSURANCE.** The Community shall provide and maintain its own general liability, property damage, and workers compensation insurance, which shall be written for not less than any limits of liability required by law.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.

7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MMS. Any future successors of the Community will be bound by the provisions of this Agreement unless MMS otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community is not, and will not during the term of this Agreement, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MMS and the Community may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven

(7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of the law after the beginning date of this Agreement may result in its termination.

12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this provision shall survive the termination of the cancellation of this agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MMS Program is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
17. **TERMINATION OR CANCELLATION.**
 - A. This Agreement may be terminated by MMS by providing written notice of default and termination to the Community (“Notice of Default and Intent to Terminate”) upon the occurrence of any of the following events or conditions (“Event of Default”):
 - i. any representation or covenant made by the Community is determined by MMS, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
 - ii. the Community’s failure to comply with any of the covenants of this Agreement;
 - iii. use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

- B. This Agreement may be terminated by the Community by providing written notice of termination to the MMS program. Written notice needs to be provided by the local organization that is looking to carry out the mission of the Main Street Four-Point Approach.
- C. Notwithstanding the foregoing, the Community acknowledges that MMS's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects the MMS's ability to fund and administer the MMS Program, then the MMS may cancel this Agreement by providing notice to the Community of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community, or with such other time period as the MMS, in its sole discretion, deems reasonable.
- D. In addition to the above, either party may terminate its obligations under this Agreement without cause by giving the other party a 30-calendar day written notice of such termination.
- E. In the event that this Agreement is terminated, neither the MMS nor the Community shall have any further obligation to perform under this Agreement. The Community shall, unless otherwise directed by the MMS in writing, immediately take all reasonable steps to terminate operations under this Agreement.

18. **RESERVATIONS.** MMS reserves the right to modify services provided to the Community as necessary.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are empowered to enter into this Agreement.

20. **Failure to sign and submit this agreement to the MMS Program on or before March, 7, 2014 will result in the termination of the Community's participation in the MMS Program.**

IN WITNESS WHEREOF, the parties have executed this agreement.

The COMMUNITY

BY: _____ (Date)
(City Manager)

Charlevoix, Michigan
(City or Village)

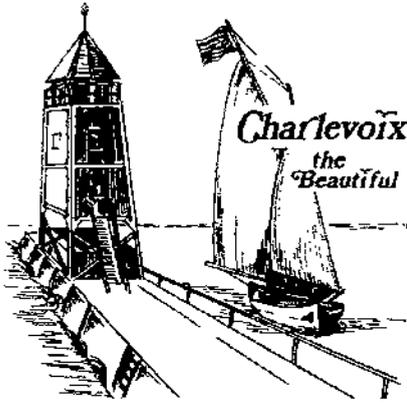
LOCAL ORGANIZATION seeking to use the Main Street Four-Point Approach®

BY: _____ (Position Held)
(Local Organization Representative)

(Local Organization Name) (Date)

MICHIGAN MAIN STREET PROGRAM

BY: _____ (Date)
(Director)



CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

Motion by Councilmember Campbell, second by Councilmember Gibson, to adopt Resolution 2013-10-01 as follows:

CITY OF CHARLEVOIX
RESOLUTION 2013-10-01
A RESOLUTION IN SUPPORT OF COMMITMENT AND COOPERATION WITH THE MICHIGAN MAIN STREET PROGRAM IN BECOMING
AN ASSOCIATE MAIN STREET COMMUNITY

WHEREAS, Downtown is vital to our community's identity and quality of life;

WHEREAS, The Charlevoix Downtown Development Authority was formed on April 19, 1982 to act as a DDA under Public Act 197 of 1975, with the following responsibilities: to correct and prevent deterioration in the DDA District to encourage historic preservation, to create and implement development plans, and to promote economic growth;

WHEREAS, It is the City's intent to reverse the historic trend which has led to the loss of population, jobs and businesses in the downtown district and to work on the continued improvement, revitalization and development of the community by improving pedestrian access and enhancing the areas aesthetics; and

WHEREAS, The Michigan Main Street Center @ MSHDA, formed in 2003, provides consulting services to up to three communities that commit to the Main Street Four Point Approach (Design, Organization, Promotion and Economic restructuring) to strengthen commercial activity and improve buildings in a community's downtown; and

WHEREAS, The Main Street Approach to downtown revitalization has generated community-wide interest and support; and

WHEREAS, the City will apply to become an Associate Main Street community and a local Main Street organization will be formed to stimulate economic development and historic preservation of the downtown, thereby lessening the burden of local government; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Community and its Local Main Street Program agree to these minimum participation standards set forth by the MMSC @ MSHDA including submitting biannual reports to the MS Program and participation at required trainings and services.
2. The Community and its Local Main Street Program agrees to participate as an Associate Main Street with the intention of applying to become Select Main Street in October of 2014

RESOLVED, this 8th day of October, A.D. 2013.

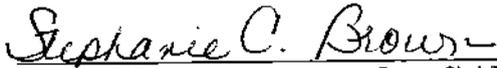
Resolution was adopted by the following yea and nay vote:

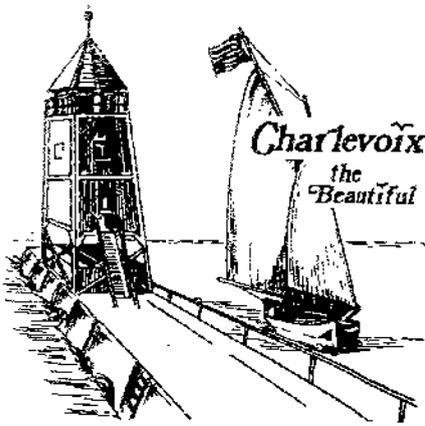
Yeas: Porter, Campbell, Cole, Gennett, Gibson, Stevens
Nays: None.
Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a meeting held on October 7, 2013, the original of which is on file in the City Clerk's office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Public Acts of 1976, including in the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

Date: October 8, 2013


Stephanie C. Brown Deputy Clerk/Treasurer



CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

Motion by Member Dipert, second by Member DiMartino to accept the resolution to support the Michigan Main Street Program and to direct CED staff to prepare and submit the Associate level application by the November 1st deadline, as follows:

CHARLEVOIX DOWNTOWN DEVELOPMENT AUTHORITY

**A RESOLUTION IN SUPPORT OF COMMITMENT AND COOPERATION WITH THE MICHIGAN MAIN STREET PROGRAM
IN BECOMING AN ASSOCIATE MAIN STREET COMMUNITY**

WHEREAS, Downtown is vital to our community's identity and quality of life;

WHEREAS, The Charlevoix Downtown Development Authority was formed on April 19, 1982 to act as a DDA under Public Act 197 of 1975, with the following responsibilities: to correct and prevent deterioration in the DDA District, to encourage historic preservation, to create and implement development plans, and to promote economic growth;

WHEREAS, It is the City's intent to reverse the historic trend which has led to the loss of population, jobs and businesses in the downtown district and to work on the continued improvement, revitalization and development of the community by improving pedestrian access and enhancing the areas aesthetics; and

WHEREAS, The Michigan Main Street Center @ MSHDA, formed in 2003, provides consulting services to up to three communities that commit to the Main Street Four Point Approach (Design, Organization, Promotion and Economic restructuring) to strengthen commercial activity and improve buildings in a community's downtown; and

WHEREAS, The Main Street Approach to downtown revitalization has generated community-wide interest and support; and

WHEREAS, the City will apply to become an Associate Main Street community and a local Main Street organization will be formed to stimulate economic development and historic preservation of the downtown, thereby lessening the burden of local government; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Community and its Local Main Street Program agree to these minimum participation standards set forth by the MMSC @ MSHDA including submitting biannual reports to the MS Program and participation at required trainings and services.
2. The Community and its Local Main Street Program agrees to participate as an Associate Main Street with the intention of applying to become Select Main Street in October of 2014

RESOLVED, this 23rd day of September, A.D. 2013.

Resolution was adopted by the following yea and nay vote:

Yeas: Mason, Dipert, Barron, Carlson, DiMartino, Wallace

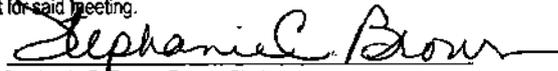
Nays: None.

Absent: Wyett, Yaroch

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Downtown Development Authority of the City of Charlevoix, County of Charlevoix, State of Michigan, at a meeting held on September 23, 2013, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Public Acts of 1976, including in the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

Dated February 26, 2014



Stephanie C. Brown, Deputy Clerk
City of Charlevoix



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Review of potential donation from Doug and Maria DeVos for economic development consultant services/studies.

DATE: March 3, 2014

PRESENTED BY: Mike Spencer, City Planner

ATTACHMENTS: Copy of Staff proposal to Doug DeVos from January 31st.
Copy of the City Donations Acceptance Policy.

BACKGROUND INFORMATION:

In early January of 2014 the Mayor, City Manager, and City Planner were contacted by representatives of Doug DeVos, President of Amway Corporation, about a potential grant or donation to the City to fund studies or consultants for community economic development. The DeVos family have been regular visitors to Charlevoix for many years and own properties both in the City and in Hayes Township. After seeing vacant store fronts and reading about some of our local challenges, Mr. DeVos approached City Staff with an open mind and simple question: What are Charlevoix's goals for the future and how can I help? Doug has also provided support for similar community and economic development initiatives in Ada, Michigan where Amway Corporate Headquarters is located. He also serves on the Board of Directors of the "The Right Place" which is a west Michigan based non-profit with the goal of advancing the West Michigan economy.

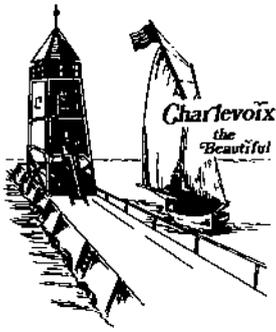
In response to this offer, City staff offered a specific proposal outlining seven potential studies or specific areas where a consultant would be necessary to assist the City with community and economic development. (Attached) The list is organized in order of importance and we would like Council to provide feedback on these items.

The first step in the process is to follow the Donation Acceptance Policy. This would be a monetary donation that would be made directly to the City. The funds would not be used for a specific capital improvement, Mr. DeVos expects nothing in return, and City Council would have the authority to choose the consultant or firm. If approved, Staff would like to seek Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for the first two items on the list, including a Downtown Market Study and an Industrial Park Market Study, which are described in the attachment. We feel these studies are the most pressing to help create a vibrant, year-round downtown with a diversity of businesses and also work to attract new business to Ance Industrial Park creating year round jobs. Once we receive bids back we would form a small committee that would make a specific recommendation on a firm or consultant to City Council. Council would ultimately choose the firm or consultant just like any other bid process we would

normally follow. Once bids were received we would know more specific costs for each of the studies. We would ask Mr. DeVos for the funding at that time and then the actual study or research would begin. The City would have the funding in hand ahead of time before any consulting work would begin. We are very excited about this opportunity and would like to move forward as soon as possible.

RECOMMENDATION:

Motion to accept future donations from Doug and Maria DeVos for specific studies or consultant assistance in accordance with the City's Donation Acceptance Policy.



ATTACHMENT

CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

Economic Development Proposal

On behalf of the City we would like to thank the DeVos family for the opportunity to discuss potential donations for studies necessary to help grow our local and regional economy. This proposal includes a public review process that will have to be followed for future donations, and a list of important projects that we feel are keys to our future economic success.

PUBLIC REVIEW PROCESS:

Any donations, including monetary donations for specific purposes, have to be reviewed and approved by City Council following the Donations Acceptance Policy, which is attached for your review. The first step would be to follow this process and seek approval from City Council to accept the donation. We feel confident they would support this donation. Next we would seek specific requests for proposals (RFPs) or requests for qualifications (RFQs) for the specific economic development study. Once received, the City would gather a small but diverse focus group composed of individuals from the business community including the Chamber of Commerce, Convention and Visitors Bureau, etc. The focus group would make a recommendation to City Council who would ultimately approve or award the bid to the firm or consultant.

ECONOMIC DEVELOPMENT INITIATIVES IN ORDER OF IMPORTANCE:

Below is a list of projects that the City of Charlevoix staff feel are priorities to continue to grow the economic vitality of our community. The City believes that these projects are in line with our long term goals and outlook for the future success of our businesses, citizens, and community. Based on our preliminary research, we anticipate all of following studies/consultant help could be done for between \$80,000 and \$100,000; however, please be aware we do not have specific bids yet.

1. City of Charlevoix Market Study

A professional market study has been on the City's to-do list for a number of years, but financing the project has been a challenge even though it remains a high priority. Most successful communities with thriving downtowns have this type of study completed, which helps guide future goals and decisions. A successful market study will allow us to gain a detailed understanding of the types and sizes of retail business that are likely to be supportable in the City presently and in the future. The study will also give us valuable data that can help City staff and elected officials make policy decisions or changes that will make our community more competitive and business friendly. The study would collect third party demographic data, utilize GIS mapping to estimate potential market boundaries, research in depth different retail types currently located in our community, include pedestrian and drive time studies, and include a list of potential regional and national businesses that could be new tenants in the study area.

2. Charlevoix Industrial Park Market Study or Consultant Assistance

Helping existing companies survive and grow, and attracting new companies to the Ance Industrial Park is key to providing quality year-round employment opportunities, which has a direct impact on our quality of life and school systems. The City of Charlevoix would like to have a market study or hire a qualified consultant that would help us determine which types of industries or businesses to attract, how to attract them, and what factors they consider when locating in a specific community.

We would also work with the consultant to evaluate and improve our current industrial tax abatement program, plan for future infrastructure needs such as fiber optic networks, and master plan the park to ensure consistent zoning and marketable lot sizes.

3. Event Center Feasibility Study

There have been a number of staff and public discussions about a downtown convention center concept with Charlevoix becoming a major destination for weddings. Castle Farms now hosts over 400 weddings a year and they have had to turn prospective clients away. These 400 wedding parties could also use this facility for rehearsal dinners, after parties, etc. We also feel there is potential for small and mid-sized businesses who would be interested in corporate retreats, which we would like to market in the off season to attract more tourists on a year round basis. There has been interest from specific real estate developers in this type of use but no real up to date data or studies completed to determine feasibility.

4. Public WI-FI Feasibility Study

The City has been working with Child's Consulting Group, to study the feasibility of incorporating free public WI-FI throughout our downtown area and public beaches. The City feels that this could impact economic development by elevating the City as a top technologically advanced municipality that promotes entrepreneurship. The study could also help to attract new businesses to our downtown and fill some of our current vacancies. The study would be done in three stages, each building upon one another. The City would not move forward with the project until the results of the previous stage were analyzed and the next stage was deemed appropriate and necessary.

5. Ferry Beach Engineering Study

Charlevoix is a popular tourist destination both by land and by water. In recent years, the City has attracted large Great Lakes cruising ships to our port as a docking destination. The City would like to conduct an engineering study on the unused pier located at Ferry Beach as a possible permanent docking location for large cruise ships. United Design Associates has given us a preliminary estimate to complete a study for redevelopment of the pier.

6. Consulting Services For Downtown Redevelopment/Walkability/ Streetscape Design

This is the type of consulting that Jeff Speck is qualified to do. We had a great conversation with him on January 30th about what he specializes in and the direction the City would like to go. He felt that a lot of his guidance or advice would be beneficial after a marketing study was completed. If we could get him here this summer to look at our transportation challenges, downtown buildings, and streetscapes we feel he could provide some great guidance for future master planning and growth.

7. Downtown/City Housing Study

It is proven that residents who live in the downtown year round spend more money in the downtown district. Charlevoix currently does not offer a variety of housing within our DDA district. The residential study will estimate the amounts and types of housing that are supportable within the downtown and over a five year horizon. The study will review the current overall residential market, what new housing developments are proposed in the market, what is the projected population growth and projected residential growth, what types are housing are lacking and who the target market would be for new proposed units.

We look forward to discussing this proposal further. Thank you for your time and consideration.

ATTACHMENT

City of Charlevoix Donation Acceptance Policy

I. Introduction/Purpose

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

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

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

II. Guidelines

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

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the Community has an interest in ensuring that all elements remain in good repair. In addition, the Community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials be readily

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

3. Requirement of Consistency with Current and Future Use- i.e. does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.
 - a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
 - b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.
 - c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.
8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.
9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings,

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

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

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

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

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

III. Installation

If the gift, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall take place through a contract between the City and a licensed contractor. The contract shall be drafted by the City and the terms and conditions of the contract shall be approved by municipal legal counsel. In certain instances, a performance bond may be required, costs of which shall be borne by the donor and considered as an additional expense under II A. 7. The installation shall be completed by a licensed contractor. The licensed contractor will assume all responsibility for construction or placement of the gift and shall hold the City harmless for any damages to City property or buildings resulting from the construction or placement of the gift to the extent authorized by law (note: MCL 691.991 may be applicable). If installation involves City Staff, the City may require reimbursement for personnel and equipment costs associated with installation. The installation will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance

Page 3 of 4

Approved by City Council on September 16, 2013

activities and in a manner that minimizes impacts to the Community. City Staff shall oversee the installation process to ensure compliance with the proposal.

IV. Removal and/or Relocation

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

V. Procedures for Making and Accepting Gifts

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

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

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

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Natural Gas Contract with CenterPoint Energy Services, Inc

DATE: March 3, 2014

PRESENTED BY: Joe Zielinski

ATTACHMENTS: (1) One Year Natural Gas Contract
(2) Natural Gas Supplier Analysis

BACKGROUND INFORMATION: For many years, Michigan natural gas customers have been able to select an alternative supplier to provide the actual commodity while the distribution of that commodity remains with the current utility provider, which is DTE Energy in the case of the City. Since October 2012, the City has had a contract with VolunteerEnergy on a month-by-month basis to supply the City's facilities with natural gas. For the 2013 CY, the contract with VolunteerEnergy saved the City approximately \$300 (0.7%) compared to if DTE Energy had supplied the City its natural gas.

In order to realize greater savings, City Staff would like to participate in a natural gas purchasing program offered by the Michigan Municipal League (MML). The MML has partnered with Fellon-McCord, a national leader in energy management and procurement, to develop a natural gas program to negotiate lower natural gas prices for the MML's members. The goal of this program is to combine the MML's members' collective natural gas usage and use it to negotiate more favorable rates than they would each be able to achieve on their own.

After concluding a Request for Proposal (RFP), the MML has chosen CenterPoint Energy as the program supplier for the upcoming contract year, which is April 1, 2014 – March 31, 2015. CenterPoint was selected after evaluating bids from three suppliers, each of which was fully vetted by Fellon-McCord. CenterPoint was the clear choice based on its pricing. For the 2013 CY, the City would have realized savings of approximately \$4,000 (10%) over VolunteerEnergy and DTE Energy had it been able to purchase its natural gas at the pricing included in the contract.

The City Attorney has reviewed the contract and has no objections to it. As mentioned, the term of the contract is for one year. A few months prior to the end of the contract, the MML will go out for bid among suppliers and bring the best proposal forward to its members for the next contract year.

RECOMMENDATION: Motion to approve the contract with CenterPoint Energy Services, Inc for it to provide the City's facilities with natural gas for one year (April 1, 2014 – March 31, 2015).



MICHIGAN GAS CUSTOMER CHOICE FIXED BASIS CONTRACT FOR LARGE COMMERCIAL CUSTOMERS (more than 500 Mcf)

This Michigan Gas Customer Choice Fixed Basis Contract for Large Commercial Customers is dated February 17, 2014 (the "Effective Date") and is between CenterPoint Energy Services, Inc. ("Seller") and the following account holder ("Buyer"): City of Charlevoix

PART I. GENERAL TERMS AND CONDITIONS

1.1 Defined Terms. The following terms have the following respective meanings:

(a) "Contract" means this Michigan Gas Customer Choice Fixed Basis Contract for Large Commercial Customers including the General Terms and Conditions in Part I hereof, the Transaction Terms in Part II hereof, and any attachments or exhibits referenced herein and attached hereto.

(b) "Facility" means the Buyer's building(s) or other facility(ies) identified in Part II of this Contract where natural gas purchased by Buyer from Seller under this Contract will be used or consumed.

(c) "Gas Customer Choice Program" means the program that has been approved by the Michigan Public Service Commission that gives the Utility's customers the option to purchase natural gas from a Michigan licensed alternative gas supplier of their choice.

(d) "Utility" means the Michigan natural gas public utility identified in Part II of this Contract serving the Facility pursuant to Utility's Gas Customer Choice Program.

1.2 Contact for Notices, Complaints and Emergencies.

(a) Notices, including electronic records as defined in the Michigan Uniform Electronic Transactions Act, required to be delivered under this Contract shall be in writing and sent via hand delivery, mail service delivery, facsimile machine delivery or electronic mail delivery to the applicable contact listed below, except that notices of cancellation by Buyer may also be given verbally to Seller through Seller's phone number below.

Notices to Buyer:		Notices to Seller:	
<u>Contact:</u>	Rob Straebel	<u>Contact:</u>	Brian Charlton
<u>Address:</u>	210 State St	<u>Address:</u>	800 LaSalle Ave. Ste 1725
<u>City/State/Zip:</u>	Charlevoix, MI 49720	<u>City/State/Zip:</u>	Minneapolis, MN 55402
<u>Phone:</u>	231-547-3270	<u>Phone:</u>	616-717-5719
<u>Fax:</u>	231-547-3617	<u>Fax:</u>	612-321-5081
<u>Email:</u>	robs@cityofcharlevoix.org	<u>Email:</u>	brian.charlton@centerpointenergy.com

(b) For other communications, including questions and complaints regarding service, Buyer may contact Seller by (i) calling 800-495-9880, (ii) emailing cesgasoperations@centerpointenergy.com, (iii) writing to CenterPoint Energy Services, 250 Monroe NW, Suite 400, Grand Rapids, MI 49503, or (iv) visiting Seller's website at www.centerpointenergy.com/ces.

(c) If Buyer's complaint is not resolved after Buyer has contacted Seller, or for general Utility information, Buyer may contact the Michigan Public Service Commission for

assistance at 800-292-9555 between 8:30 a.m. and 4:30 p.m. on weekdays or visit the Commission's website at www.michigan.gov/mpsc or as otherwise specified by the Commission.

(d) In the event of a natural gas emergency, Buyer should contact Buyer's Utility.

1.3 **Contract Scope.** This Contract governs the transaction described in Part II hereof for the purchase of natural gas by Buyer from Seller for the full requirements of Buyer's Facility (the "Transaction"). Buyer and Seller acknowledge and agree that this Contract and the Transaction are entered into pursuant to the Utility's Gas Customer Choice Program.

1.4 **Contract Term.** This Contract shall be in effect from the Effective Date to the date that this Contract is terminated pursuant to Section 1.6. The rights and duties herein regarding payment for performance rendered prior to this Contract's termination and Section 1.8 hereof shall survive this Contract's termination.

1.5 **Invoicing and Payment.** Buyer shall be responsible for paying the price charged by Seller for the natural gas supplied to Buyer pursuant to the Transaction (the "Contract Price"), in addition to any charges by Buyer's Utility, including gas delivery and customer charges ("Additional Fees") and all state and local taxes ("Taxes"). For each Transaction, Buyer's Utility will deliver the natural gas to Buyer's Facility(ies) and invoice and collect Seller's charges for the Contract Price, plus Additional Fees and Taxes. The Utility's billing and payment procedures shall apply in accordance with its tariff, including but not limited to the Utility's right to assess late payment fees. The Utility may terminate Buyer's service for non-payment.

1.6 **Termination.** This Contract and the Transaction may be terminated as follows:

(a) By either party hereto (i) at the end of the Initial Period or any Renewal Period defined in Part II by giving notice to other party at least thirty days prior to the end of such period, or (ii) upon notice if the other party fails to perform a material obligation (including any payment obligation) when such performance is due (such failure, an "Event of Default"); or

(b) By Buyer at any time by giving notice to Seller (a "Voluntary Termination").

1.7 **Early Termination Fees.** If, while a fixed Contract Price is in effect, a Voluntary Termination occurs, or if this Contract is terminated due to an Event of Default, Buyer shall be charged or credited by Seller for the liquidated net value (the "Net Value") of the projected remaining delivery volumes (in Mcf or Ccf) under the terminated Transaction (as determined under Section 2.2, the "Liquidated Volume"). The Net Value of the Liquidated Volume shall equal the difference between the Market Value of the Liquidated Volume and the Contract Value of the Liquidated Volume. If the Net Value is charged to Buyer (i.e., the Market Value is less than the Contract Value), Buyer shall pay Seller the Net Value within ten (10) days of the invoice date to the payment address noted on the invoice. If the Net Value is credited to Buyer (i.e., the Market Value is greater than the Contract Value), Seller shall credit Buyer's account for the Net Value within ten (10) days of Seller's calculation thereof. For purposes of this Section,

(a) "Market Value" means the Liquidated Volume multiplied by the sum of (i) the NYMEX natural gas futures settlement price per Mcf or Ccf for the most currently traded futures contract as of the Contract termination date, plus (ii) the MichCon natural gas basis swap settlement price per Mcf or Ccf on such date; and

(b) "Contract Value" means the Liquidated Volume multiplied by the fixed Contract Price in effect on the Contract termination date.

1.8 **Limitations and Disclaimer of Warranties.** **ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS." ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT**

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The laws of the State of Michigan govern this Contract, which include Michigan Compiled Laws, 460.9.

1.9 **Force Majeure.** Except for Buyer's payment obligations for natural gas received from Seller, the failure of a party to perform an obligation under this Contract shall not be a breach of this Contract to the extent such failure results from acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, states of emergency, governmental action, the acts or omissions of third parties (including such acts or omissions that result in the curtailment or unavailability of capacity on the Utility's or other transporter's system), or similar occurrences beyond the reasonable control of a party. Seller may terminate this Contract and the Transaction without liability and return Buyer to the Utility's service upon notification of a force majeure event preventing performance or if changes to laws, regulations or the tariffs of the Utility or other transporter are enacted that materially affect Seller's ability to provide natural gas thereunder.

1.10 **Miscellaneous.** This Contract constitutes the entire agreement between Buyer and Seller regarding the subject matter herein as it pertains to Buyer's Facility, superseding any and all prior written or oral agreements and promises. This Contract will be binding on the parties' respective successors and assigns. This Contract cannot be amended except by written agreement signed by both parties. The parties hereto agree that this Contract constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. This Contract shall not be construed as creating any third party beneficiaries hereof. Buyer hereby appoints Seller to act as its limited agent for the following purposes, as deemed applicable by Seller to its performance of the Transaction: (a) making nominations to any Utility on Buyer's behalf; and (b) executing documents on Buyer's behalf as deemed necessary by Seller to deliver natural gas to Buyer's Facility.

PART II. TRANSACTION TERMS

2.1 **Buyer's Facility.** During the Delivery Period, Buyer will purchase and receive, and Seller will sell and deliver, natural gas to meet the full requirements of the following Facility or Facilities of Buyer:

FACILITY ADDRESS	FACILITY ACCOUNT NO.	ESTIMATED ANNUAL USAGE AS OF THE EFFECTIVE DATE (if known)	UTILITY
210 State St	457352300026		DTE
97 N Grant St	457352300042		DTE
06490 M66, Unit Pump Station	457352300083		DTE
229 Stover Rd	457352300075		DTE
101 Airport Dr. Apt Gen	457352300067		DTE
401 W Carpenter St	457352300091		DTE
103 Bridge Park St,	457352300109		DTE

Unit 2			
301 McPhillips Ln, Bldg Snow	457352300190		DTE
15116 Lake Shore Dr	457352300240		DTE
9223 Mount Mcsauba Rd	457352300257		DTE
400 Fairway Dr	457352300265		DTE
111 Airport Dr, Unit Terminal	457352300281		DTE

2.2 Transaction Term. The term of the Transaction with respect to each Facility starts on April 1, 2014 and ends on March 31, 2015 (the "Initial Period") and will thereafter automatically continue for successive one month periods (each, a "Renewal Period" and, together with the Initial Period, the "Delivery Period") unless and until terminated in accordance with Section 1.6. The parties agree that the projected natural gas delivery volumes needed to meet the full requirements of a Facility for any month during the Delivery Period will be based upon the natural gas usage of that Facility during the same month of the previous year.

2.3 Contract Price. The Contract Price for all volumes of natural gas sold and delivered by Seller and purchased and received by Buyer hereunder during the Initial Period and each Renewal Period shall be as follows:

Initial Period Fixed Basis Contract Price*	Renewal Period Variable Rate Contract Price**
Index plus \$0.063 per Ccf or \$0.63 per Mcf	Index plus Basis plus \$0.063 per Ccf or \$0.63 per Mcf

* For purposes of calculating the Fixed Basis Contract Price applicable during Initial Period, the term "Index" means the NYMEX natural gas futures settlement price for the most currently traded futures contract on the 18th day of the month prior to the month of delivery. If such 18th day does not fall on a business day, then the first preceding business day shall be used.

**For purposes of calculating the variable rate Contract Price applicable during any Renewal Period, (a) the term "Index" means the NYMEX natural gas futures settlement price for the most currently traded futures contract on the 18th day of the month prior to the month of delivery, and (b) the term "Basis" means the MichCon natural gas basis swap settlement price on such day. If such 18th day does not fall on a business day, then the first preceding business day shall be used.

2.4 Delivery Point. The delivery point for Seller's deliveries of natural gas hereunder is the Utility's citygate.

2.5 Delivery Obligation. All natural gas sales and purchases hereunder shall be on a firm basis.

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this Contract. I understand that by signing this Contract, I am switching the gas supplier for this commercial account to CenterPoint Energy Services, Inc. I understand that gas purchased for this commercial account by CenterPoint Energy Services, Inc. will be delivered through the Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this

Contract has 14-days after today to cancel this Contract for any reason through written or verbal notification to CenterPoint Energy Services, Inc. I may waive this right of cancellation by affirmatively agreeing to this waiver in this Contract. If you terminated this Contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$0.00. This termination fee is subject to change as your usage and the market price of gas fluctuate.

_____(Initials of Customer) **BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER ANY MICHIGAN LAW OR REGULATION TO CANCEL THIS CONTRACT AT ANY TIME WITHOUT INCURRING TERMINATION FEES BY SELLER, INCLUDING BUT NOT LIMITED TO THE 14-DAY CANCELLATION RIGHT SET FORTH IN THE UTILITY'S TARIFF.**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their legally authorized representatives as of the date first above written.

City of Charlevoix

CenterPoint Energy Services, Inc.

By: _____
(Signature of Legally Authorized Person)

By: _____
(Signature of Legally Authorized Person)

(Name)

(Name)

(Title)

(Title)

A confirmation letter will be sent to you within 7 days of signing this Contract.

City of Charlevoix
 Natural Gas Supplier Analysis CY 2013

Month	Natural Gas Usage (cu ft)	Rates per ccf		Total			Volume Energy vs. DTE Energy		Costs/Profit vs. DTE Energy		
		Volume Energy	DTE Energy	Volume Energy	DTE Energy	Costs/Profit	Volume Energy	DTE Energy	Costs/Profit	Volume Energy	DTE Energy
Jan-13	12,660	0.4590	0.4790	6,064.14	5,124.77	253.20	4.2%	886.17	11.8%	939.37	15.5%
Feb-13	18,608	0.4668	0.4720	8,782.98	7,807.92	96.42	1.1%	878.64	10.1%	975.06	11.1%
Mar-13	10,495	0.4690	0.4720	4,953.64	3,970.26	31.48	0.8%	951.90	18.3%	983.38	18.9%
Apr-13	8,803	0.4928	0.4740	4,172.62	3,971.91	(165.50)	(4.0)%	366.20	8.4%	200.71	4.8%
May-13	4,573	0.5290	0.4770	2,181.32	2,300.68	(237.80)	(10.9)%	118.44	4.9%	(119.36)	(6.5)%
Jun-13	2,357	0.4770	0.4770	1,124.29	1,104.25	-	0.0%	20.03	1.8%	20.03	1.8%
Jul-13	1,376	0.4670	0.4770	656.35	624.02	13.76	2.1%	18.58	2.9%	32.34	4.8%
Aug-13	1,630	0.4640	0.4740	772.62	724.05	16.30	2.1%	32.27	4.3%	48.57	6.3%
Sep-13	2,495	0.4590	0.4740	1,182.63	997.50	37.42	3.2%	147.70	12.9%	185.13	15.7%
Oct-13	3,390	0.4590	0.4740	1,606.86	1,472.28	50.85	3.2%	83.73	5.4%	134.58	8.4%
Nov-13	8,483	0.4590	0.4740	4,020.94	3,727.43	127.25	3.2%	166.27	4.3%	293.51	7.3%
Dec-13	14,151	0.4690	0.4740	6,707.57	6,009.93	70.76	1.1%	626.89	9.4%	697.64	10.4%
				\$ 41,931.81	\$ 42,226.97	\$ 37,834.99					

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Service Agreements with AT&T

DATE: March 3, 2014

PRESENTED BY: Joe Zielinski

ATTACHMENTS: (1) Master Agreement
(2) MiDEAL Master Discount Agreement
(3) MiDEAL Long Distance Agreement
(4) MiDEAL Centrex Agreement
(5) MiDEAL Analog Agreement

BACKGROUND INFORMATION: The City uses numerous AT&T services for its phone and communication needs. These services include standard phone lines, central exchange (Centrex) phone lines, analog circuits, and local and long distance calling. The City is currently paying the AT&T standard monthly rates for these services.

Through the State of Michigan MiDEAL program, the City has the potential to achieve substantial savings on these AT&T services. MiDEAL is an extended purchasing program which allows Michigan local units of government to use state negotiated contracts to buy goods and services. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to request and process bids.

City Staff would like to enter into five MiDEAL negotiated agreements with AT&T.

- (1) The Master Agreement covers the legal terms and conditions for the agreements entered into by the City and AT&T.
- (2) The MiDEAL Master Discount Agreement provides the discounts (~80%) received on standard phone lines and local calls. The discount is taken off the current tariff rates which are subject to change. The current tariff rate for monthly service is ~\$51.00 per line.
- (3) The MiDEAL Long Distance Agreement provides a flat \$0.0245 per minute rate on all inbound and outbound long distance toll calls.
- (4) The MiDEAL Centrex Agreement provides a fixed monthly rate of \$6.91 for Centrex lines. The current monthly rate is \$51.00 per line.
- (5) The MiDEAL Analog Agreement provides a fixed monthly rate of \$70.00 for analog circuits.

By entering into these agreements, it is conservatively estimated that the City will save more than \$10,000 per year on its phone services for the life of the agreements. The term of each agreement is three years. The City Attorney has been asked to review the agreements for his opinion.

RECOMMENDATION: Motion to approve the MiDEAL agreements with AT&T for various phone services contingent upon the City Attorney's approval of the language in the agreements.



MASTER AGREEMENT

Customer City of Charlevoix Street Address: 210 State St City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Joseph A. Zielinski Title: Treasurer Street Address: SAME AS ABOVE City: State/Province: Zip Code: Country: USA Telephone: 231.547.3251 Fax: Email: joez@cityofcharlevoix.org	AT&T Contact (for notices) Street Address: 23500 NORTHWESTERN HWY, W-216 City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

MASTER AGREEMENT

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

MA Reference No. _____

Customer	AT&T
City of Charlevoix Street Address: 210 State St City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary AT&T Contact
Name: Joseph A. Zielinski Title: Treasurer Street Address: SAME AS ABOVE City: State/Province: Zip Code: Country: Telephone: 231.547.3251 Fax: Email: joez@cityofcharlevoix.org	Name: Steve Mick Street Address: 23500 NORTHWESTERN HWY, W-216 City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 616.238.9022 Fax: 248.419.4627 Email: sm8217@att.com Sales/Branch Manager: Mike Frendt SCVP Name: Jeff Maggi Sales Strata: NGEM Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This AT&T ILEC Network Services Discount Pricing Schedule is a Pricing Schedule under the Master Agreement between AT&T and Customer, and is part of such Agreement. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

This Pricing Schedule must be executed by both parties prior to October 30th, 2014.

Customer must currently be a member of the State of Michigan MIDEAL program and must remain a member of the MIDEAL program throughout the term of this Pricing Schedule. If proof of MIDEAL membership is not provided upon request to AT&T, the rates herein shall revert to the current standard rates

Check if the following applies.

This Pricing Schedule supersedes and replaces in its entirety that certain agreement dated Not Applicable, entitled Not Applicable.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information



**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

1. DISCOUNT PROGRAM

- AT&T ILEC Network Services Discount

2. ATTACHMENTS

- Attachment A1- Michigan –Services, Discounts and Pricing
- Attachment B – Customer Affiliates
- Attachment C – Site Directory
- Attachment D – AT&T ILEC Service-Providing Affiliates

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Effective Date of Rates and Discounts and Pricing Schedule Term Start Date	Upon implementation in the applicable AT&T systems, but no later than thirty (30) days following the Effective Date of this Pricing Schedule
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Termination or Expiration of Pricing Schedule Term	Non-term rates in effect at time of expiration or termination of Pricing Schedule Term

4. MARC AND MARC-ELIGIBLE CHARGES

MARC adjustment not available for network optimization using non-Contributory Services.

MARC under this Pricing Schedule	Year 1	Year 2	Year 3
	\$ 15200.00	\$ 15200.00	\$ 15200.00
MARC-Eligible Charges*	MARC-Eligible Charges (before the application of this Pricing Schedule's discounts and credits) for AT&T intrastate ILEC network Services provided to Customer or a Customer-owned Affiliate identified in Attachment B for their internal use at the locations specified in Attachment C ("Contributory Services"). Customer must subscribe to Contributory Services separately.		

*MARC-Eligible Charges include non-recurring charges.



**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

**ATTACHMENT A1
MICHIGAN**

	<u>Service Level Discount¹ or Monthly Rate</u>	<u>Eligible For Total Volume Discount</u>
Local Access Services:		
PBX Trunks (DID, DOD, 2-Way)	77.99%	Eligible
Measured Business Lines	77.99%	Eligible
Local Usage (excludes ISDN calling plan usage):		
Local Usage	86.25%	Eligible
Zone / IntraLATA Toll/800 Usage (excludes WATS usage):		
Zone Usage	\$ 0.040	Eligible
IntraState IntraLATA Toll	\$ 0.040	Eligible
Toll-Free 800/8XX	\$ 0.040	Eligible

TOTAL VOLUME DISCOUNT²
15.00%

¹Service Level Discount applied to billed rate.
²Applied to Eligible Services after any Service Level Discounts



**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

**Attachment B
Customer Affiliates**

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AT&T and Customer Confidential Information

MIDEAL MDA SDA
RLR MIDEAL MDA Lite

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**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

**Attachment C
Site Directory**

Customer agrees that the following number shall be considered its Main Billing Telephone Number ("BTN") for purposes of this Pricing Schedule: 231-547-3260

Customer and AT&T may agree to add a BTN during the Pricing Schedule Term, effective upon the implementation of the BTN in the applicable AT&T systems.

The final Implementation Site Directory will be furnished as an electronic document separately.



**AT&T Intrastate ILEC Network Services Discount Pricing Schedule
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT**

**Attachment D
AT&T ILEC Service-Providing Affiliates**

Service Provider(s)	Service Publication Location
Southwestern Bell Telephone Company d/b/a AT&T Arkansas	http://cpr.bellsouth.com/pdf/ar/ar.htm
Pacific Bell Telephone Company d/b/a AT&T California	http://cpr.bellsouth.com/guidebook/ca/index.html#section1 and/or http://cpr.att.com/pdf/ca/ca.htm
The Southern New England Telephone Company d/b/a AT&T Connecticut	http://cpr.att.com/connecticut.htm
Illinois Bell Telephone Company d/b/a AT&T Illinois	http://cpr.att.com/illinois.htm
Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana	http://cpr.bellsouth.com/guidebook/in/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Kansas	http://cpr.att.com/pdf/ks/ks.htm and/or http://cpr.att.com/guidebook/ks/index.html
Michigan Bell Telephone Company d/b/a AT&T Michigan	http://cpr.att.com/pdf/mu/index.html
Southwestern Bell Telephone Company d/b/a AT&T Missouri	http://cpr.bellsouth.com/pdf/mo/mo.htm
Nevada Bell Telephone Company d/b/a AT&T Nevada	http://cpr.bellsouth.com/guidebook/nv/index.html#section1
The Ohio Bell Telephone Company d/b/a AT&T Ohio	http://cpr.bellsouth.com/guidebook/oh/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	http://cpr.att.com/pdf/ok/ok.htm and/or http://cpr.att.com/guidebook/ok/index.html
Southwestern Bell Telephone Company d/b/a AT&T Texas	http://cpr.att.com/pdf/tx/tx.htm
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin	http://cpr.att.com/guidebook/wg/index.html
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama	http://cpr.bellsouth.com/pdf/al/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Florida	http://cpr.bellsouth.com/pdf/fl/a996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia	http://cpr.bellsouth.com/pdf/ga/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky	http://cpr.bellsouth.com/pdf/ky/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana	http://cpr.bellsouth.com/pdf/la/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi	http://cpr.bellsouth.com/pdf/ms/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina	http://cpr.bellsouth.com/pdf/nc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina	http://cpr.bellsouth.com/pdf/sc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee	http://cpr.bellsouth.com/pdf/tn/g996.pdf

AT&T and Customer Confidential Information



**AT&T LONG DISTANCE HIGH VOLUME CALLING PLAN SERVICES
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT
Provided Pursuant to Custom Terms
Pricing Schedule**

AT&T MA Reference No.

Customer	AT&T
City of Charlevoix Street Address: 210 State St City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Joseph A. Zielinski Title: Treasurer Street Address: SAME AS ABOVE City: State/Province: Zip Code: Country: USA Telephone: 231.547.3251 Fax: Email: joez@cityofcharlevoix.org Customer Account Number or Master Account Number:	Name: Steve Mick Street Address: 23500 NORTHWESTERN HWY, W-216 City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 616.238.9022 Fax: 248.419.4627 Email: sm8217@att.com Sales/Branch Manager: Mike Frennd SCVP Name: Jeff Maggi Sales Strata: NGEM Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer must currently be a member of the State of Michigan MIDEAL program and must remain a member of the MIDEAL program throughout the term of this Pricing Schedule. If proof of MIDEAL membership is not provided upon request to AT&T, the rates herein shall revert to the current standard rates.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AT&T and Customer Confidential Information

**AT&T LONG DISTANCE HIGH VOLUME CALLING PLAN SERVICES
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT
Provided Pursuant to Custom Terms
Pricing Schedule**

1. SERVICE and SERVICE PROVIDER

Service	Service Provider	Service Publication
Long Distance Service - High Volume Calling IV	Long Distance, LLC d/b/a AT&T Long Distance ("AT&T")	Voice Product Reference and Pricing Guidebook: http://servicepublications.att.com

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	When this Pricing Schedule is implemented in the AT&T billing system
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date
Rates Following End of Pricing Schedule Term	Non-stabilized High Volume Calling IV Out of Term rates then in effect in the Service Publication

3. EARLY TERMINATION OF PRICING SCHEDULE

Calculation of Early Termination Charges
50% of the remaining Minimum Annual Commitment for each year remaining in the Pricing Schedule Term plus 100% of any waived Non Recurring Charges, Accelerated Discount Credits, Sign-on Bonus and Rebates.

4. RATES and CHARGES

A. Domestic AT&T High Volume Calling Plan Rates - Per Minute

	High Volume Switched Outbound Calling ²	High Volume Switched Toll Free Calling ^{1&2}
Interstate ³	\$0.0245	\$0.0245
Intrastate		
Michigan	\$0.0245	\$0.0245

¹ TFS and optional features for TFS have additional recurring and non-recurring charges. Unless otherwise specified in this Pricing Schedule, the rates in the Service Publication will apply.

² Additional Payphone Origination Charges may apply.

³ Interstate calls from any state where Customer has long distance Services are eligible for the Interstate rates.

B. Domestic Recurring and Non-Recurring Charges for Toll Free Service

	Monthly Recurring Charge	One Time Charge	Change Charge
TFS National Directory Assistance Listing (800-555-1212) (per TFS Number)	\$0.00	\$0.00	
Toll Free Call Routing 1 - 3 plans (per TFS Number)	\$0.00	\$100.00	\$100.00
Toll Free Call Routing 4 - 99 plans (per TFS Number)	\$50.00	\$100.00	\$100.00
Toll Free Alternate Routing Selection (per TFS Number)			\$50.00
Busy/No Answer Overflow (per trunk group)	\$0.00		\$50.00
Real-Time ANI Delivery (per trunk group)	\$0.00	\$200.00	
DNIS (per trunk group)	\$0.00	\$250.00	\$50.00
Toll Free Service Number terminated over a Switched facilities (per TFS Number)	\$5.00	\$0.00	

**AT&T LONG DISTANCE HIGH VOLUME CALLING PLAN SERVICES
STATE OF MICHIGAN AND/OR MIDEAL PURCHASING AGREEMENT
Provided Pursuant to Custom Terms
Pricing Schedule**

5. MINIMUM ANNUAL COMMITMENT

Minimum Annual Commitment, per year	\$600.00
Under-Utilization Charge	Difference between the amount billed to Customer for the year (excluding taxes and surcharges) and the Minimum Annual Commitment

- A. The rates for all other intrastate and interstate traffic shall be then current rates set forth in the AT&T High Volume Calling IV that are in effect on the Effective Date of this Pricing Schedule (as specified in the Service Publications) for the Term of this Pricing Schedule.
- B. If the Minimum Annual Commitment does not match a Minimum Annual Commitment in the Service Publications, the next lower Minimum Annual Commitment will be used to determine rates for all other interstate and intrastate traffic.
- C. **Customer Mass Outbound Calling Device Usage.** CUSTOMER SHALL NOT USE AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS PRICING SCHEDULE IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS PRICING SCHEDULE IMMEDIATELY IF CUSTOMER USES SUCH DEVICES.

End of Document



CUSTOMER ("Customer")	AT&T ("AT&T")
City of Charlevoix Street Address: 210 State St City: Charlevoix State: MI Zip Code: 49720 <u>Billing Address (if different)</u> Street Address: City: State: Zip Code:	AT&T Corp.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices XPrimary Sales Contact
Name: Joseph A. Zielinski Title: Treasurer Telephone: 231.547.3251 Fax: Email: joez@cityofcharlevoix.org <u>Address for Notices</u> X Same as Cust. Address above <input type="checkbox"/> Same as Billing Address <u>Address for Notices (if different)</u> Street Address: City: State: Zip Code:	Name: Steve Mick Title: ACCOUNT MANAGER Fax: 248.419.4627 Telephone: 616.238.9022 Email: sm8217@att.com Street Address: 23500 NORTHWESTERN HWY, W-216 City: SOUTHFIELD State: MI Zip Code: 48075 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

Service Provider: Michigan Bell Telephone Company, dba AT&T Michigan.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

“Cutover” is when the Service is first provisioned or otherwise available for Customer’s use at any single Site pursuant to this Pricing Schedule.

Tariffs and Guidebooks. “Tariffs” are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. “Guidebooks” are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and AT&T Guidebooks may be found at URL www.att.com/servicepublications.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff or Guidebook.

Centrex Service	Centrex Service (“Service”) is a telecommunications service that operates out of an AT&T local central office pursuant to the terms, conditions, rules or regulations as provided in the Tariff or Guidebook, whichever is applicable (“Tariff”). For purposes of this Pricing Schedule, Centrex Service is defined to mean the basic system features, the basic station features, and the optional features, but specifically excludes any network facilities and usage provided in conjunction with the Service.
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3. TERM START DATE: PRICING SCHEDULE TERM: PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date
<p>For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service(s) at the first Customer Site or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be thirty-six (36) months after the Term Start Date (“Pricing Schedule Term”). Rates or discounts under this Pricing Schedule shall be applied on the Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms, and conditions applicable to the Service(s) on thirty days’ notice.</p> <p>This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.</p>

4. TERMINATION CHARGES

If the Service is terminated or canceled by Customer, in whole or in part, including by reducing the number of station lines ordered by Customer, the following charges apply:

- a) If Customer terminates a Service or Service Component prior to the date Customer’s obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.



- b) After establishment of Service, but before the expiration of the Pricing Schedule Term, Customer shall pay a termination charge for the Service based upon the following:
 - o During the Pricing Schedule Term, Customer must maintain in service a minimum of twenty four (24) station lines ("Minimum Quantity"). If the station line falls below the Minimum Quantity before expiration of the Pricing Schedule Term, Customer shall pay a termination charge based on the following formula each time station lines are terminated: Fifty percent (50%) of the monthly recurring rate for each of the terminated station line multiplied by the number of months remaining in the Pricing Schedule Term at the point of termination. The "monthly recurring rate for each of the terminated station lines" includes all monthly recurring charges associated with the line, including any optional features.
- c) Unless otherwise specifically provided for herein, termination charges shall not apply to the discontinuance of any optional feature after Service is established.

5. PRICING

Customer will pay the rates set forth in Section 10.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit, or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply.

6. TAXES & OTHER CHARGES-

- 6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff or Guidebook.
- 6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff or Guidebook are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

7. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

9. MIDEAL Customer.

Customer must currently be a member of the State of Michigan MIDEAL program and must remain a member of the MIDEAL program throughout the term of this Pricing Schedule. If proof of MIDEAL membership is not provided upon request to AT&T, the rates herein shall revert to the current standard rates.

10. REVENUE AND RATES

Terms and conditions relating to MARCs, MARC-Eligible charges and Minimum Payment Period set forth in the Agreement shall not apply to the Service(s) provided under this Pricing Schedule rather, the following will apply:

MI MIDEAL Centrex Pricing Schedule WG0930, 02/19/14, SR : 1-1U6DPD6 , RLR	AT&T and Customer Confidential Information Page 3 of 5	ICB Telco PS v. 7/19/10
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10.1. Revenue

Revenue	\$200.00
Customer has elected to pay on a monthly basis for the Pricing Schedule Term. The revenue set forth includes both the monthly recurring rates and the non-recurring charges for the Service, described in Section 10.2 below.	

10.2. Rates

Service Components, Quantities, Monthly Rates, and Non-recurring Charges

Service	Description – Service Components	USOC	Quantity New	Quantity Existing	Monthly Recurring Rate, ea.	Non-recurring Charge, ea
Centrex	Centrex Loop - access area C - 1st 25 lines	SXP++		29	\$5.00	\$0.00
Centrex	Basic Line –Standard Feature	NUM		29	\$1.91	\$42.00
Centrex	Caller ID	NSD		21	\$0.00	\$0.00
Centrex	System Charge	CYA1X		1	\$0.00	\$0.00

Pricing Notes:

- a) Rates and charges applicable to service order processing; time and material charges (Network Interface and inside wire); off premises extensions; special service channels; foreign exchange and foreign central office services; WATS lines; tie lines; private and special access lines; "usage-sensitive" services such as local usage and long distance calls; directory listings and advertising; State and Federal access line charges; taxes, including applicable Federal, State and Local taxes, applicable Local Number Portability, E911, Telephone Number, and Handicapped Surcharges; and charges applicable to other services provided by AT&T in conjunction with the Centrex Service are in addition to the rates and charges specified herein. All station lines are subject to business measured service rates and charges.
- b) Under the Tariff, if there are end-users on the Service that are not affiliated with Customer, all Centrex Local Loops on the Service will be priced from the 1-25 band regardless of the quantity of loops on the Service or the total number of loops that any one end user may use.
- c) In addition, line connection charges or line rearrangement charges specified in the Tariff are applicable to an add or change. If the station line is converting from Analog to Digital Centrex, and features are being added or changed, the station line feature addition or change charge will apply per the Tariff.
- d) Under the Tariff, Centrex intercom calling is only allowed between station users internal to the end-user customer or station users of an affiliate company of the Customer.
- e) Intercom and basic features for station lines ordered above the loop quantities specified herein will be provided at the prevailing custom rates and charges to be developed by AT&T in accordance with the Tariff.

11. SERVICE LOCATIONS

CUSTOMER LOCATION	STATION QUANTITY	SERVING WIRE CENTER
210 State St	11	CHVXMIMN
98 Stover Rd	1	CHVXMIMN
15116 Lakeshore Dr	2	CHVXMIMN
95 Grant St	2	CHVXMIMN



CUSTOMER LOCATION	STATION QUANTITY	SERVING WIRE CENTER
229 Stover Rd	3	CHVXMIMN
401 W Carpenter St	4	CHVXMIMN
855 Mercer Blvd	2	CHVXMIMN
101 Bridge	1	CHVXMIMN
9223 Mt McSauba Rd	2	CHVXMIMN
1509 US Hwy 31 S	1	CHVXMIMN

End of Document



ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. _____

Customer	AT&T
City of Charlevoix Street Address: 210 State Street City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Joseph A. Zielinski Title: Treasurer Street Address: SAME AS ABOVE City: State/Province: Zip Code: Country: USA Telephone: 231.547.3251 Fax: 231.547.3617 Email: joez@cityofcharlevoix.org Customer Account Number or Master Account Number: 231-547-3260	Name: Steve Mick Street Address: 23500 NORTHWESTERN HWY, W-216 City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 616.238.9022 Fax: 248.419.4627 Email: sm8217@att.com Sales/Branch Manager: Mike Frennd SCVP Name: Jeff Maggi Sales Strata: NGEM Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Please sign by May 1, 2014

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
Analog Private Lines	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 2	http://cpr.att.com/guidebook/mu/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50%	36 months

4. ADDS; MOVES

4.1 Adds

Orders for Service Components in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A.

Please sign by May 1, 2014

**ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms**

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. MIDEAL Customer

Customer must currently be a member of the State of Michigan MIDEAL program and must remain a member of the MIDEAL program throughout the term of this Pricing Schedule. If proof of MIDEAL membership is not provided upon request to AT&T, the rates herein shall revert to the current standard rates.

6.2 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	Any Analog Private Line

Please sign by May 1, 2014	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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ATTACHMENT A – Michigan
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
CITY OF CHARLEVOIX

A-1 Rates and Charges; Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog	LDC Transport – 2 Wire / T6E2X	0	4	\$35.00	\$0.00

A-2 Initial New and Existing Customer Sites

LOCATION A (street address and Common Language Location Identifier (CLLI) code and/or City)	LOCATION Z (street address and Common Language Location Identifier (CLLI) code and/or City)
98 Grant St, Charlevoix, CHVXMIMN	547 Division Ave, Charlevoix, CHVXMIMN
210 State St, Charlevoix, CHVXMIMN	1000 Grant, Charlevoix, CHVXMIMN

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Introduction of Ordinance X of 2014 to change Planning Commission membership/ Request to set public hearing.

DATE: March 3, 2014

PRESENTED BY: Mike Spencer, City Planner

ATTACHMENTS: Copy of draft ordinance

BACKGROUND INFORMATION:

Finding qualified candidates willing to serve on the City's Planning Commission can be difficult in a small city with a year round population of less than 3000 people. Because many cities have similar challenges, the Planning Enabling Act allows an exemption for up to two members to be non-qualified electors for cities less than 5000 people. Both the Planning Commission and Council have discussed this change in the past and support this amendment. This proposed change would allow up to two members of the Planning Commission to be qualified electors of one of the five townships that the City of Charlevoix provides services to including Charlevoix, Eveline, Hayes, Marion and Norwood.

RECOMMENDATION:

Motion to set a public hearing for March 17th, 2014 at 7PM.



CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

CITY OF CHARLEVOIX
Ordinance No. ___ of 2014

AN ORDINANCE TO AMEND TITLE I, ADMINISTRATION, CHAPTER 7,
ARTICLE V, PLANNING COMMISSION, SECTION 1.401, MEMBERSHIP.

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Amendment of Section 1.401

Section 1.401, subsection (1) is hereby amended to read in its entirety as follows:

Section 1.401: Membership

- (1) The Planning Commission shall consist of nine members appointed by the Mayor and subject to approval by a majority vote of the City Council. To be qualified to be a member and remain a member of the commission, the following qualifications must be met:
 - (a) Except as provided in subsection (b) below, shall be a qualified elector of the City of Charlevoix as defined in Section 1.407;
 - (b) Up to two (2) members may be appointed that are qualified electors of Charlevoix, Eveline, Hayes, Marion or Norwood Townships;
 - (c) Shall attend training for commission members, pursuant to Section 1.402 after an individual's first appointment and before reappointment;
 - (d) Shall meet the conditions provided for each individual member in subsections 2, 3, and 4.

