

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, May 5, 2014, 2014 - 7:00 p.m.

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance
- II. Roll Call of Members Present
- III. Inquiry Regarding Possible Conflicts of Interest
- IV. Consent Agenda
 - A. City Council Meeting Minutes – April 21, 2014 Regular Meeting PG 1-8
 - B. City Council Meeting Minutes – April 24, 2014 Special Meeting PG 9
 - C. Accounts Payable Check Register & Payroll Check Register PG 10-22
 - D. Housing Commission Resignation - James Jinsky PG 23
 - E. Mayor Proclamation – Smart Commute Week June 2 to June 5, 2014 PG 24
- V. Public Hearings
- VI. Reports
- VII. Requests, Petitions and Communications and Actions Thereon
 - A. Review of Stage 1 and Consideration of Approval for Stage 2 of the Downtown Wi-Fi Project PG 25-52
PG 53-62
 - B. Consideration of Marina Expansion
 - C. Consideration of Charlevoix Area Chamber of Commerce Program of Action/Marketing Program PG 63-75
 - D. Liquor License Application – Adventure Center USA LLC d/b/a Charlevoix Cinema III PG 76-115
PG 116-118
 - E. Consideration of Approve Selection of Airport Consultant
 - F. Purchase and Installation of Walk-Through Doors in the Fire & Police Portion of City Hall PG 119
 - G. Adoption of the City Hall Emergency Procedures Plan/Business Continuity Plan PG 120-137
 - H. Radio Tower Lease Agreements with CCE Central Dispatch PG 138-153
PG 154-159
 - I. Fish Waste Removal Contract
 - J. Consideration to Modify the Utility Bill Format and Outsource the Printing and Mailing of Utility Bills PG 160-167
 - K. Consideration of a Resolution to Allow Credit Card Transactions for Utility Property Tax and Ambulance Payments PG 168-169
PG 170-194
 - L. Consideration to Approve Payment Service Network (PSN) Service Agreement PG 195-196
 - M. Consideration to Approve Invoice from EJ, USA, Inc. PG 197-217
 - N. Consideration to Approve Retainer Agreement for Scott Howard
 - O. Consideration to Approve a Resolution Approving Ballot Language for a Charter Amendment Regarding City Clerk Position PG 218-220
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action
- IX. Resolutions
 - A. Liquor License Application – Adventure Center USA LLC d/b/a Charlevoix Cinema III PG 78
 - B. Consideration of a Resolution to Allow Credit Card Transactions for Utility Property Tax and Ambulance Payments PG 169
 - C. Consideration to Approve a Resolution Approving Ballot Language for a Charter Amendment Regarding City Clerk Position PG 219-220
- 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.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, April 21, 2014 – 7:00 p. m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:02 p.m. by Mayor Norman L. Carlson, Jr.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Norman L. Carlson, Jr.
City Manager: Rob Straebel
City Clerk: Joyce Golding
Members Present: Councilmembers Peggy Brennan, Shane Cole, Lyle Gennett, and Leon Perron
Absent: Councilmembers Shirley Gibson and Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – April 7, 2014 Regular Meeting Minutes
- B. Accounts Payable Check Register – April 4, 2014
- C. Accounts Payable Check Register – April 22, 2014
- D. ACH Payments – April 7, 2014 – April 17, 2014
- E. Tax Disbursement – April 22, 2014
- F. Payroll Check Register – April 11, 2014
- G. Payroll Transmittal – April 11, 2014

V. Public Hearings

None.

VI. Reports

None.

VII. Requests, Petitions and Communications and Actions Thereon

A. Consideration to Appoint Chief Doan to the Dual Position of Police/Fire Chief

At the February 17, 2014 Public Safety Department Consolidation Ad Hoc Committee, Committee members voted to recommend Chief Doan be appointed to the position of Police Chief/Fire Chief. The Committee recommends a 20% increase in pay to be granted as follows:

- 10% increase in pay upon completion of Firefighter I and II classes;
- 10% increase when Chief Ivan retires, anticipated to be September of 2014.

Chief Doan's current wage of \$62,508 would increase to the proposed salary of \$75,009 (20% increase). The Chief is agreeable to this amount and the timing of the pay raises. The position will be reviewed in September 2015 for cost savings and any issues associated with delivery of EMS/Fire and Police services. As future Fire/EMS overtime and part-time costs are an unknown at this point, Staff has developed a spreadsheet monitoring these costs on a monthly basis.

Mayor Carlson stated that absent Councilmembers Gibson and Perron were parts of the Public Safety Department Consolidation Ad Hoc Committee, and therefore both approve the recommendation to appoint Chief Doan to the position of Police Chief/Fire Chief.

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

Motion by Councilmember Brennan, second by Councilmember Perron, to approve the Police Chief/Fire Chief job description dated April 21, 2014.

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

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Motion by Councilmember Gennett, second by Councilmember Cole, to approve appointing Chief Doan to the position of Police Chief/Fire Chief effective upon the retirement of Paul Ivan with a 10% increase in pay upon completion of Firefighter I and II classes and a 10% increase in pay at the time he takes over the dual positions of Police Chief/Fire Chief.

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

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B. Consideration to Amend Employee Handbook to Limit Retirees' Access to the City's life Insurance Plan

Retired city employees' access to the City's life insurance plan was discussed at the April 7th Council meeting. As mentioned at this meeting, there are currently seven retirees receiving life insurance through the City's plan. Due to the ages of these retirees on the City's plan, the City has only found one insurance company willing to underwrite its life insurance policy. Additionally, the seven retirees on the City's plan are paying the same rate for their life insurance benefit as the City is paying for its current employees. As a result, the City is subsidizing the retirees' premiums by a minimum of \$2,000 annually while at the same time paying significantly higher rates for its current employees. Moreover, three of the seven retirees signed an agreement with the City that states their request to remain on the City's policy shall stay in effect until they reach the age of 75. All three of these retirees are now over the age of 75 and should be removed from the City's policy per the terms of the signed agreement.

The direction from Council at the April 7 meeting was for City Staff to recommend a policy based on option 3. Based on this direction, Staff recommends that retired employees not have access to the City's life insurance plan beginning May 1, 2014 with the exception of the seven retirees currently on the City's plan. For these retirees, the three individuals who are over the age of 75 and signed an agreement to stay on the City's policy until they reach the age of 75 will be allowed to remain on the City's plan until October 1, 2014, at which point their coverage on the City's plan will end. The remaining four retirees will be allowed to remain on the City's plan until the age of 75, at which point their coverage on the City's plan will end.

Additionally, Staff recommends Council approve an amendment to the employee handbook so that future retirees understand the benefit status of life insurance. The recommended change is in italics at the end of section 4.4, which is presented below in its entirety.

4.4 LIFE INSURANCE

The City shall provide group life insurance benefits to regular full-time employees in the amount of their yearly salary up to a maximum of \$50,000 with an accidental death and dismemberment rider.

Beginning May 1, 2014, retired employees (union and non-union) will not have access to the City's life insurance plan.

Council asked if any other options existed for the current retirees. Rates were received from our insurance company, The Standard, for converting the retirees' group life insurance to an individual insurance policy. However, the premiums are extremely high and probably not a realistic option for any of the individuals to consider.

Mayor Carlson and Council discussed several options which would allow for retirees to remain on the City's plan, but mitigate the additional cost to the City.

Mayor Carlson opened the item to public comment.

Eugene Liotta expressed his concern regarding the three retirees who signed the contract terminating their policy at age 75 and stated that this contract was not allowed under the policy. Leonard Dubey voiced concern regarding his ability to obtain life insurance. Kathy Liotta stated similar concerns.

Mayor Carlson closed the item to the public.

Motion by Councilmember Perron, second by Councilmember Brennan to approve that all future retired City employees not have access to City life insurance plans beginning May 1, 2014 and to adopt the amendment to the employee handbook adding a paragraph to Section 4.4 that reads "*Beginning May 1, 2014, all future retired employees (union and non-union) will not have access to the City's life insurance plan.*"

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

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Motion by Councilmember Cole, second by Councilmember Gennett to approve continued access to the City's life insurance policy for current retirees and direct Staff to recoup the additional cost associated with this retiree benefit.

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

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- C. Consideration to Amend Employee Handbook to Limit Retiree's Access to City Health Insurance Plans Beginning October 1, 2014
As was discussed at the Council meeting on April 7th, new regulations brought forth by the Affordable Care Act (ACA) will require the City to contribute to retiree health care plans starting October 1, 2014 (the City's next renewal date) for all retirees under the age of 65 and for all retirees over the age of 65 unless the City offers a specific type of plan. Per the ACA, the City's contribution to retiree health care plans is required to be the same amount it contributes for active employees. Currently, the City does not contribute to retiree health care plans. As a result, the City will potentially be exposing itself to a large financial liability if it continues to allow retirees to have access to its health insurance plans.

The direction from Council at the April 7th meeting was for City Staff to recommend a policy regarding retiree access to City health insurance plans, since a written policy or statement currently does not exist. Based on this direction, Staff recommends that retired employees not have access to City health insurance plans starting October 1, 2014.

Additionally, Staff recommends Council approve an amendment to the employee handbook so that future retirees understand the benefit status of health insurance. The recommended change is in italics at the end of section 4.2(b), which is presented below in its entirety.

4.2 (b) MEDICAL/DENTAL/VISION INSURANCE

The City offers the option for regular full-time employees to participate in one of at least two health plans which include medical, dental, and vision coverage. Plan descriptions and options may vary from year-to-year. Selection is made at time of hire, or thereafter, during the annual open enrollment. The City and employees share premium costs, which are subject to change. The insurance policies themselves govern the terms and conditions of benefits. Contact Human Resources for complete plan details.

Regular part-time employees are eligible to participate in the City's health plan but must pay full premium costs and are not eligible to receive the City's premium contribution.

Beginning October 1, 2014 retired employees (union and non-union) will not have access to the City's health care plans.

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

Motion by Councilmember Perron, second by Councilmember Gennett, to approve that retired City employees not have access to City health insurance plans beginning October 1, 2014 and to adopt the amendment to the employee handbook adding a paragraph to Section 4.2(b) that reads *"Beginning October 1, 2014 retired employees (union and non-union) will not have access to the City's health care plans."*

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

D. Consideration to Approve Purchase of a Fairway Tractor Mower

In the 2014/2015 Budget is a sum of \$40,000.00 allocated toward the purchase of a Fairway Tractor Mower for the golf course. This particular piece of equipment will be replacing our 2001 Toro 52000 Tractor Mower. The Toro 52000 tractor has acquired 4382 operational hours. In the Fall of 2013, the transmission failure, along with other cost prohibitive repairs, amounted to over \$12,000; therefore, the tractor has been deemed decommissioned and parts have been salvaged for usage on our older 1991 Toro Tractor (3808 hours).

On March 28, 2014, advertisement for bids was posted in the newspaper. On April 8, 2014, we received bids from three equipment distributors within the State of Michigan. Of the three distributors, two of those met bid specifications, those being Spartan Distributors representing the Toro Company, and Jacobsen/Michigan representing the Jacobsen Company.

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

Motion by Councilmember Gennett, second by Councilmember Cole, to award the Tractor bid to Jacobsen/Michigan for the 2013 Jacobsen LF 510 Fairway Tractor at the bid price of \$35,877 as indicated on the bid tabulation sheet.

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

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E. Consideration to Award Bid for Restroom Cleaning

The City of Charlevoix advertised for the yearly service of restroom cleaning for all of the public restrooms throughout the city.

On March 25, 2014 Up North Property Services was the sole bidder and is the company that we have used since 2009. The pricing presented by Up North Property Services has not changed from the 2009 agreement. We are currently contracted with Up North Properties Service and over the course of the existing contract they have performed well, have always been available for emergency cleanings, and know and understand what is expected of them throughout our busy summer season.

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

Motion by Councilmember Brennan, second by Councilmember Perron, to accept the bid, as presented, by Up North Properties Service and enter into a two year contract, commencing May 1, 2014.

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

F. Consideration of Contract with Charlevoix City Band

Residents of the City of Charlevoix have been entertained by the Charlevoix City Band for generations. The Charlevoix City Band entertains residents in East Park on Tuesday evenings during the summer.

The 2014/2015 Budget has \$3,000 allocated for an entertainment contract with the Charlevoix City Band.

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

Motion by Councilmember Cole, second by Councilmember Gennett, to direct Mayor Carlson to execute the contract between the Charlevoix City Band and the City of Charlevoix for the 2014 season.

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

G. Consideration of Approval for the Charlevoix Craft Beer Festival

The Community Economic Development Director was approached by the proprietors of the Bridge Street Tap Room about co-hosting a Charlevoix Craft Beer Festival in Downtown Charlevoix's Bridge Park on Saturday, June 7th from 2-6pm.

The Bridge Street Tap Room would organize the event with coordination and logistical support from the Charlevoix DDA. The tap room would then donate all of the profits from the event to the DDA to support the Charlevoix Summer Concert Series. This event also falls in line with supporting the economic development goal, "use city facilities to host off-season events" that City Council approved at the April 7, 2014 meeting.

The event organizers are not requesting funds from the City, just a small amount of staff support and approval to waive a portion of the Charlevoix City Code.

Phil Parr, proprietor of the Bridge Street Taproom, reviewed the event plan and stressed this will be a safe event for ages 21 and over and will promote the Charlevoix area to craft beer enthusiasts.

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

Motion by Councilmember Brennan, second by Councilmember Cole, to allow the City Manager to waive the provision in the City Code under *Title III: Parks and Public Grounds, Chapter 31, Section 3.14*.

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

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H. Arbor Day and Tree City USA Award

The Tree City USA program went national in 1976 recognizing 42 communities, both small and large, for their efforts in proper tree care management. There are now more than 3,400 Tree Cities across the country. In 2013, the City of Charlevoix planted 49 trees, pruned 25 trees, removed 37 trees, and spent \$16,500 to plant and maintain our street trees. Charlevoix also picks up leaves and chips brush for our residents at a cost of \$172,200.

Charlevoix has been designated as a "Tree City USA" 22 times since 1987. This award is a feather in the City's cap that can help sustain or improve our forestry program in these tight economic times. Staff asks residents in the City of Charlevoix to support and observe April 21st-April 25th as Arbor Week.

Mayor Carlson opened the item to public comment.

John Campbell, Shade Tree Commission member discussed the need for additional trees due to disease.

Mayor Carlson closed the item to the public.

Mayor Carlson stated he will sign the proclamation to support the observance and celebration of National Arbor Day on April 25, 2014 in the City of Charlevoix.

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I. Authorization of Bank Signature Cards

The banks the City uses for its business accounts require a City Council resolution to approve the staff allowed to be on signature cards to deposit funds and write checks on City accounts. Due to the appointment of Joyce Golding as City Clerk, and because the City Code requires the City Clerk to be a signatory, staff has proposed to include the following signatures:

Check signors: Joyce M. Golding, City Clerk, Joseph A. Zielinski, City Treasurer
Account Signature Cards at Banks: Joseph A. Zielinski, Robert Straebel, Alida K. Klooster, Joyce M. Golding

Action by resolution.

J. Discussion of Temporary and Seasonal Business License Fees as Established in Resolution 83-6-4.

In 1983, City Council adopted Resolution 83-6-4. These fees were also a part of the recently adopted 2014-15 City budget. Councilmember Leon Perron has asked that Council review the license fees for all temporary and seasonal businesses.

Councilmember Perron stated the business license fees were established over 30 years ago. Treasurer Zielinski indicated that in 2013, 18 permits were issued for a total of \$1,875. City Manager Straebel cautioned that license fees should remain relatively low in order to promote small business opportunities in the City. City Manager Straebel, Treasurer Zielinski, and Clerk Golding will canvas surrounding municipalities to determine what fees they charge and make a comparison to the City fees. Once completed, this information will be brought back to Council.

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

K. Appointments

The following boards have vacancies at this time:

Planning Commission: Mayoral appointment, three vacancies. Current Members R.J. Waddell and Toni Felter have terms which expire this month. Both are willing to continue to serve.

Motion by Councilmember Perron, second by Councilmember Gennett re-appointing R.J. Waddell and Toni Felter to the Planning Commission to the seats that they currently hold.

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

Downtown Development Authority: Mayoral appointment, two vacancies. Current Members Kirby Dipert and Luther Kurtz have terms which expire this month. Both are willing to continue to serve.

Motion by Councilmember Cole, second by Councilmember Brennan to re-appoint Kirby Dipert and Luther Kurtz to the Downtown Development Authority.

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

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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. Authorization of Bank Signature Cards

Motion by Councilmember Brennan, seconded by Councilmember Gennett, to approve Resolution 2014-04-03, Authorized Bank Signatories, as follows:

RESOLUTION NO. 2014-04-03
AUTHORIZED BANK SIGNATORIES

WHEREAS, City Council has approved the Charlevoix State Bank and First Merit Bank (formerly Citizens Bank) as depositories for the City business accounts during the City Council meeting of February 4, 2013; and

WHEREAS, these banks are required to comply with Michigan P.A. 20 and have agreed to follow our adopted investment policy; and

WHEREAS, the appointment of a City Clerk by Council has required changes be made to the staff which are allowed to authorize receipts and payments to these banks.

THEREFORE BE IT RESOLVED, that any and all funds standing to the credit of the City of Charlevoix with these banks in their main checking and/or sweep accounts may be withdrawn with checks, drafts, notices for the payment of money, when signed by any of the following:

Joseph A. Zielinski, City Treasurer
Robert Straebel, City Manager
Alida K. Klooster, Payroll Administrator
Joyce M. Golding, City Clerk

RESOLVED this 21 day of April, A.D. 2014.

Resolution adopted by the following yea and nay votes:

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

X. Ordinances

None.

XI. Miscellaneous Business

Councilmember Gennett questioned City Manager Straebel whether monies had been found to help pay for water main breaks. City Manager Straebel responded that he hasn't heard of any formal funding sources from the State at this time.

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

Wayne Schmidt State Representative and State Senale candidate discussed his background.

Tony Cutler, East Jordan City Commissioner, Deputy Mayor of East Jordan and State Representative candidate discussed his background.

XIII. Adjourn

The Mayor stated barring any objections, the meeting would adjourn.

There were no objections.

Meeting adjourned at 8:42 p.m.

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Joyce Golding

City Clerk

Norman L. Carlson, Jr.

Mayor

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DTE ENERGY	17,928.53	Accounts Payable – 04/04/2014	TOTAL	DRAFT	17,928.53
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		Accounts Payable – 04/22/2014			
ACCESS LOCKSMITHING INC	140.00	JULIAN, JIM		14.44	
ACE HARDWARE	3,627.89	KIWANIS CLUB OF CHARLEVOIX		78.00	
AIRGAS USA LLC	1,025.32	KORTHASE FLINN		2,445.34	
ALTEC INDUSTRIES INC	303.00	KSS ENTERPRISES		278.27	
AMERICAN WASTE INC.	2,194.00	LANDSCAPE FORMS INC.		4,172.00	
APX INC.	101.71	LAVOIE, RICHARD		14.00	
ARROW UNIFORM-TAYLOR L.L.C.	1,045.36	MDC CONTRACTING LLC		1,983.00	
ASPLUNDH TREE EXPERT CO	7,154.40	MI ASSN MUNICIPAL CEMETERIES		85.00	
AT YOUR SERVICE PLUS INC	230.00	MICHIGAN OFFICEWAYS INC		1,341.36	
AT&T	3,555.33	MICHIGAN TASER DISTRIBUTING		5,000.91	
AUTO VALUE	26.11	MICHIGAN WATER ENV ASSOC		312.00	
AVFUEL CORPORATION	26,612.44	MICRONET INC.		170.00	
BAKER COLLEGE OF CADILLAC	45.00	MID STATES BOLT & SCREW CO		20.83	
BELVEDERE GOLF CLUB	200.00	MISS DIG SYSTEM INC		1,048.89	
BLECKE, SCOTT	31.50	NLMWA		15.00	
BRADFORD'S	61.75	NORTH COAST FASTENERS LLC		15.80	
BREWER, JOHN	180.00	NORTHERN MICHIGAN JANITORIAL		119.75	
CARQUEST OF CHARLEVOIX	1,562.77	NORTHERN MICHIGAN REVIEW INC.		1,227.21	
CENTRAL DRUG STORE	71.42	OLESON'S FOOD STORES		159.98	
CHARLEVOIX AREA	4,225.00	OTEC		30.00	
CHARLEVOIX AREA HOSPITAL	42.96	PERFORMANCE ENGINEERS INC		11,560.50	
CHARLEVOIX COURIER	58.80	PLUNKETT & COONEY		400.00	
CHARTER COMMUNICATIONS	1,129.27	POWER LINE SUPPLY		1,076.43	
CHEMSEARCH	644.62	PREIN & NEWHOF		89,401.96	
CHILDS CONSULTING ASSOC. INC.	1,300.00	PURITY CYLINDER GASES INC		329.60	
CINTAS CORPORATION	77.67	RS TECHNICAL SERVICES		4,984.00	
CLEAR WATER PLUMBING & HEATING	1,082.11	SHORELINE POWER SERVICES INC.		155.25	
COAST TO COAST COMPUTER	147.53	SPARTAN DISTRIBUTORS INC		647.21	
ELECTION SYSTEMS & SOFTWARE	30.53	SPARTAN STORES LLC		19.30	
EMERGENCY MEDICAL PRODUCTS INC	731.08	STEVENS, BRANDON		13.52	
ETNA SUPPLY	239.68	SUPERIOR MECHANICAL		623.39	
FISHER SCIENTIFIC	552.59	TELE-RAD INC		1,358.00	
FOX CHARLEVOIX	243.20	TERMINAL SUPPLY CO		457.45	
GORDON FOOD SERVICE	73.92	USA BLUE BOOK		2,328.88	
GREAT LAKES ENERGY	244.79	USA MOBILITY WIRELESS INC.		678.24	
HACH COMPANY	533.32	VILLAGE GRAPHICS INC.		75.10	
HARRELL'S	725.00	WHITELAW, GRACE		40.19	
HEALTH DEPT OF NW MICHIGAN	1,250.00	WHITLEY, ANDREW		14.00	
HOLIDAY COMPANIES	7,532.44	WOJAN PLUMBING & HEATING		44.99	
HYDRO DESIGNS INC.	515.00	WORK & PLAY SHOP		65.78	
INDEPENDENT DRAFTING SERVICES	1,888.00	YOUNG GRAHAM		4,351.00	
INI SALES INC.	2,930.00				
JACK DOHENY SUPPLIES INC	101.50	TOTAL		211,623.58	

		Tax Disbursement – 04/22/2014			
CHARLEVOIX COUNTY TREASURER	211.26	CHARLEVOIX PUBLIC SCHOOLS		11.37	
CHARLEVOIX DISTRICT LIBRARY	27.79	CITY OF CHARLEVOIX - TAXES DUE		178.62	
CHARLEVOIX PUBLIC SCHOOLS	82.58	RECREATIONAL AUTHORITY		4.94	
CHARLEVOIX PUBLIC SCHOOLS	23.37	TOTAL		541.03	
CHARLEVOIX PUBLIC SCHOOLS	1.10				

		ACH Payments – 04/07/2014 – 04/17/2014			
MI PUBLIC POWER AGENCY	10,542.38	VANTAGEPOINT (457 ICMA PLAN)		13,105.43	
IRS (PAYROLL TAX DEPOSIT)	38,778.04	MI PUBLIC POWER AGENCY		31,923.97	
ALERUS FINANCIAL (HCSP)	280.00	STATE OF MI (SALES TAX)		20,288.58	
STATE OF MI (WITHHOLDING TAX)	5,088.17				
VANTAGEPOINT (401 ICMA PLAN)	728.06	TOTAL		120,734.63	

PAYROLL: NET PAY
Pay Period Ending 04/05/2014 – Paid 04/11/2014

CARLSON JR., NORMAN	1,151.35	GIBSON SHIRLEY J.	674.15
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City Council Regular Meeting Minutes
April 21, 2014
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PORTER, JEFFREY L.	555.02	BLANCHARD, SCOTT W.	10,725.12
PERRON, LEON R.	555.02	FRYE, EDWARD J.	2.46
COLE, SHANE	570.26	JONES, TERRI L.	921.74
GENNETT, LYLE E.	610.09	SWEM, DONALD L.	1,628.64
BRENNAN, PEGGY L.	421.25	WILSON, TIMOTHY J.	2,524.96
VANMETER-SANDERSON, KIMBERLY K	132.14	LAVOIE, RICHARD L.	1,299.93
TIMMS, ROBERT N	184.70	STEVENS, BRANDON C.	1,127.88
STALEY, ARLENE L	138.52	WHITLEY, ANDREW T.	1,683.37
WELLER, LINDA JO	1,339.67	ELLIOTT, PATRICK M.	1,587.16
STRAEBEL, ROBERT J.	2,496.76	HODGE, MICHAEL J.	1,305.30
LOY, EVELYN R.	997.09	WELLS JR., DONALD E.	1,745.78
KLOOSTER, ALIDA K.	1,508.72	BRADLEY, KELLY R.	1,584.03
BROWN, STEPHANIE C.	1,578.49	WILSON, RICHARD J.	1,090.49
SPENCER, MICHAEL D.	1,817.76	HART II, DELBERT W.	824.43
SPENCLEY, PATRICIA L.	1,010.17	JONES, ROBERT F.	1,064.68
NASH, JENNIFER B.	981.03	DORAN, JUSTIN J.	1,447.95
PANOFF, ZACHARY R.	667.96	WILKIN, AMANDA J.	776.98
MILLER, FAITH G.	48.20	BOSS JR, DALE E.	589.28
PEARSON, BETHANY S.	1,224.96	BOSS, JAMES W.	483.40
ZIELINSKI, JOSEPH A.	1,706.40	RAMSEY, MADISON L.	512.89
DOAN, GERARD P.	1,191.17	HOLM, ARTHUR R.	65.79
SHRIFT, PETER R.	1,092.57	HEID, THOMAS J	1,248.99
SCHLAPPI, JAMES L.	1,043.29	STEIN, DONNA E.	244.30
UMULIS, MATTHEW T.	1,184.49	GILL, DAVID R.	471.42
HANKINS, SCOTT A.	1,434.29	WOODY, SCOTT R.	1,523.84
ORBAN, BARBARA K.	1,403.29	VANLOO, JOSEPH G.	357.00
TRAEGER, JASON A.	1,343.81	HAND, HEATHER K.	841.78
WARNER, JANINE M.	1,167.28	TABER, HOLLY S.	636.80
IVAN, PAUL M.	1,682.05	CROFT, JAMES E.	189.78
SCHWARTZFISHER, JOSEPH L.	725.42	WYMAN, MATTHEW A.	724.32
ROLOFF, ROBERT P.	1,378.28	DRAVES, MARTIN J.	1,811.02
BRODIN, WILLIAM C.	1,240.09	EATON, BRAD A.	1,792.98
RILEY, DENISE M.	339.07	MORRISON, KEVIN P.	1,136.77
TEUNIS, STEVEN L.	1,772.79	JOHNSON, STEVEN P.	1,327.93
WURST, RANDALL W.	1,298.43	DOAN, GERARD P.	181.89
MAYER, SHELLEY L.	1,349.74	HANKINS, SCOTT A.	219.17
HILLING, NICHOLAS A.	1,206.93	IVAN, PAUL M.	961.15
MEIER III, CHARLES A.	1,616.61	MEIER III, CHARLES A.	177.82
ZACHARIAS, STEVEN B.	1,166.91		
NISWANDER, JOSEPH F.	1,255.82	TOTAL	92,101.26

PAYROLL: TRANSMITTAL 04/11/2014

AMERICAN FAMILY LIFE	182.40	COMMUNICATION WORKERS OF AMER	568.42
AMERICAN FAMILY LIFE	269.17	MI STATE DISBURSEMENT UNIT	596.19
BAY WINDS FEDERAL CREDIT UNION	4,110.00	NORTHWESTERN BANK	150.00
BAY WINDS FEDERAL CREDIT UNION	300.00	NORTHWESTERN BANK	150.00
CHAR EM UNITED WAY	84.54	POLICE OFFICERS LABOR COUNCIL	382.00
CHARLEVOIX STATE BANK	1,041.16	PRIORITY HEALTH	1,052.77
CHARLEVOIX STATE BANK	950.00	TOTAL	9,836.65

DRAFT

CITY OF CHARLEVOIX
SPECIAL CITY COUNCIL MEETING MINUTES
Thursday, April 24, 2014 – 4:30 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 4:38 p.m. by Mayor Norman L. Carlson, Jr.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Norman L. Carlson, Jr.
City Manager: Rob Straebel
City Clerk: Joyce Golding
Members Present: Councilmembers Peggy Brennan, Shane Cole, Lyle Gennett, and Leon Perron
Absent: Councilmembers Shirley Gibson and Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Requests, Petitions and Communications and Actions Thereon

A. Consideration to Approve a Revised Resolution Regarding City Clerk Position

The Attorney General's (AG) Office has asked for revisions to the resolution the City passed. To keep the AG's Office review process moving forward we felt it best to call a special meeting instead of waiting until the scheduled May 5 meeting.

City Manager Straebel noted that the revisions recommended by the AG's office do not change the spirit of the resolution nor do they change the actual ballot language.

Mayor Carlson expressed concern whether the new City Attorney would have to 'reinvent the wheel' regarding the completion of the Charter amendment process. He also commented that Primary Elections (August 5) are historically not well attended.

Motion by Councilmember Brennan, second by Councilmember Gennett, to approve Resolution 2014-04-04 Resolution to Propose an Amendment to the City Charter Making the City Clerk an Appointed Position.

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

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

None.

VI. Adjourn

The Mayor stated barring any objections, the meeting would adjourn.
There were no objections.
Meeting adjourned at 4:49 p.m.

Joyce Golding

City Clerk

Norman L. Carlson, Jr.

Mayor

Check Number	Payee	Amount
04/24/2014		
109471	AT&T MOBILITY	72.22
109472	CHARLEVOIX STATE BANK	2,682.10
109473	DELTA DENTAL	4,514.90
109474	PRIORITY HEALTH	45,673.88
109475	STANDARD INSURANCE CO	1,341.79
109476	VERIZON WIRELESS	56.74
109477	VISION SERVICE PLAN	517.80
Total 04/24/2014:		54,859.43
Grand Totals:		54,859.43

Summary of Check Registers & ACH Payments

FIRST MERIT BANK - CHECKS ISSUED

04/23/14	Special Accounts Payable Run	\$	54,859.43
04/25/14	Payroll	\$	86,237.19
04/25/14	Payroll Transmittal Checks	\$	4,441.27
05/06/14	Regular Accounts Payable	\$	71,914.72

Checks Sub-Total: \$ 217,452.61

FIRST MERIT BANK - ACH PAYMENTS

04/21/14	MI Public Power Agency	\$	20,777.41
04/25/14	MI Public Power Agency	\$	257,129.42
04/25/14	IRS (Payroll Tax Deposit)	\$	33,730.33
04/25/14	Alerus Financial (HCSP)	\$	280.00
04/25/14	State of MI (Withholding Tax)	\$	4,741.95
04/25/14	Vantagepoint (401 ICMA Plan)	\$	728.06
04/25/14	Vantagepoint (457 ICMA Plan)	\$	12,662.88
04/25/14	MERS (Defined Benefit Plan)	\$	28,342.21
04/28/14	MI Public Power Agency	\$	34,853.72

ACH Sub-Total: \$ 393,245.98

First Merit Bank Total: \$ 610,698.59

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

05/06/14	Tax Disbursement	\$	6,667.66
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Charlevoix State Bank Total: \$ 6,667.66

Grand Total: \$ 617,366.25

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/25/2014		
42514001	MICHIGAN PUBLIC POWER AGENCY	257,129.42
Total 04/25/2014:		257,129.42
Grand Totals:		257,129.42

Check Number	Payee	Amount
04/21/2014		
42114001	MICHIGAN PUBLIC POWER AGENCY	20,777.41
Total 04/21/2014:		20,777.41
Grand Totals:		20,777.41

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/19/2014	PC	04/25/2014	17372	WELLER, LINDA JO	101		1,339.67
04/19/2014	PC	04/25/2014	17373	STRAEBEL, ROBERT J.	102		2,186.47
04/19/2014	PC	04/25/2014	17374	GOLDING, JOYCE M.	106		1,020.25
04/19/2014	PC	04/25/2014	17375	LOY, EVELYN R.	117		997.10
04/19/2014	PC	04/25/2014	17376	KLOOSTER, ALIDA K.	121		1,388.54
04/19/2014	PC	04/25/2014	17377	BROWN, STEPHANIE C.	126		1,045.90
04/19/2014	PC	04/25/2014	17378	SPENCER, MICHAEL D.	132		1,589.69
04/19/2014	PC	04/25/2014	17379	SPENCLEY, PATRICIA L.	136		1,077.77
04/19/2014	PC	04/25/2014	17380	NASH, JENNIFER B.	138		852.40
04/19/2014	PC	04/25/2014	17381	PANOFF, ZACHARY R.	141		743.98
04/19/2014	PC	04/25/2014	17382	PEARSON, BETHANY S.	143		1,224.97
04/19/2014	PC	04/25/2014	17383	ZIELINSKI, JOSEPH A.	144		1,706.40
04/19/2014	PC	04/25/2014	17384	LEESE, MERRI C.	145		156.30
04/19/2014	PC	04/25/2014	17385	DOAN, GERARD P.	201		1,356.15
04/19/2014	PC	04/25/2014	17386	SHRIFT, PETER R.	203		1,241.27
04/19/2014	PC	04/25/2014	17387	SCHLAPPI, JAMES L.	204		1,045.70
04/19/2014	PC	04/25/2014	17388	UMULIS, MATTHEW T.	205		1,400.70
04/19/2014	PC	04/25/2014	17389	HANKINS, SCOTT A.	208		1,459.53
04/19/2014	PC	04/25/2014	17390	ORBAN, BARBARA K.	209		1,404.15
04/19/2014	PC	04/25/2014	17391	TRAEGER, JASON A.	210		1,283.35
04/19/2014	PC	04/25/2014	17392	WARNER, JANINE M.	213		939.21
04/19/2014	PC	04/25/2014	17393	IVAN, PAUL M.	301		1,664.74
04/19/2014	PC	04/25/2014	17394	SCHWARTZFISHER, JOS	303		1,321.73
04/19/2014	PC	04/25/2014	17395	ROLOFF, ROBERT P.	304		2,067.82
04/19/2014	PC	04/25/2014	17396	BRODIN, WILLIAM C.	305		1,609.81
04/19/2014	PC	04/25/2014	17397	RILEY, DENISE M.	306		341.12
04/19/2014	PC	04/25/2014	17398	TEUNIS, STEVEN L.	402		1,772.79
04/19/2014	PC	04/25/2014	17399	WURST, RANDALL W.	411		1,585.25
04/19/2014	PC	04/25/2014	17400	MAYER, SHELLEY L.	412		1,565.25
04/19/2014	PC	04/25/2014	17401	HILLING, NICHOLAS A.	413		1,172.93
04/19/2014	PC	04/25/2014	17402	MEIER III, CHARLES A.	421		1,274.00
04/19/2014	PC	04/25/2014	17403	ZACHARIAS, STEVEN B.	422		1,543.01
04/19/2014	PC	04/25/2014	17404	NISWANDER, JOSEPH F.	504		1,255.82
04/19/2014	PC	04/25/2014	17405	FRYE, EDWARD J.	508		371.28
04/19/2014	PC	04/25/2014	17406	JONES, TERRI L.	511		941.05
04/19/2014	PC	04/25/2014	17407	EATON, BRAD A.	515		2,173.90
04/19/2014	PC	04/25/2014	17408	WILSON, TIMOTHY J.	516		2,308.88
04/19/2014	PC	04/25/2014	17409	LAVOIE, RICHARD L.	519		1,263.41
04/19/2014	PC	04/25/2014	17410	STEVENS, BRANDON C.	521		1,501.07
04/19/2014	PC	04/25/2014	17411	DRAVES, MARTIN J.	523		2,094.11
04/19/2014	PC	04/25/2014	17412	ELLIOTT, PATRICK M.	600		1,695.94
04/19/2014	PC	04/25/2014	17413	WELLS JR., DONALD E.	609		2,589.33
04/19/2014	PC	04/25/2014	17414	BRADLEY, KELLY R.	614		2,329.73
04/19/2014	PC	04/25/2014	17415	WILSON, RICHARD J.	615		1,058.60
04/19/2014	PC	04/25/2014	17416	HART II, DELBERT W.	616		863.27
04/19/2014	PC	04/25/2014	17417	JONES, ROBERT F.	618		1,281.24
04/19/2014	PC	04/25/2014	17418	DORAN, JUSTIN J.	621		1,170.34
04/19/2014	PC	04/25/2014	17419	MANKER SR, DAVID W.	639		295.00
04/19/2014	PC	04/25/2014	17420	BECKER, MICHAEL S.	641		195.58
04/19/2014	PC	04/25/2014	17421	MCGHEE, ROBERT R.	663		508.84
04/19/2014	PC	04/25/2014	17422	WILKIN, AMANDA J.	700		826.34
04/19/2014	PC	04/25/2014	17423	AMSTUTZ, LINDA J.	706		88.66
04/19/2014	PC	04/25/2014	17424	RAMSEY, MADISON L.	752		530.43
04/19/2014	PC	04/25/2014	17425	HEID, THOMAS J	802		1,248.98
04/19/2014	PC	04/25/2014	17426	STEIN, DONNA E.	830		133.29
04/19/2014	PC	04/25/2014	17427	WOODY, SCOTT R.	900		1,523.84
04/19/2014	PC	04/25/2014	17428	VANLOO, JOSEPH G.	902		435.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/19/2014	PC	04/25/2014	17429	HAND, HEATHER K.	913		841.78
04/19/2014	PC	04/25/2014	17430	TABER, HOLLY S.	924		609.94
04/19/2014	PC	04/25/2014	17431	CROFT, JAMES E.	926		189.78
04/19/2014	PC	04/25/2014	17432	WYMAN, MATTHEW A.	927		752.44
04/19/2014	PC	04/25/2014	17433	FUNKEY, KRAIG R.	1034		159.30
04/19/2014	PC	04/25/2014	17434	RILEY, TIMOTHY C.	1045		193.78
04/19/2014	PC	04/25/2014	17435	RAMSEY, KYLE J.	1051		66.07
04/19/2014	PC	04/25/2014	17436	RILEY, CASEY W.	1052		13.85
04/19/2014	PC	04/25/2014	17437	THORMAN, MIKAYLA R.	1055		78.67
04/19/2014	PC	04/25/2014	17438	JONES, LARRY M.	1057		648.12
04/19/2014	PC	04/25/2014	17439	OCHS, THOMAS F	1068		27.70
04/19/2014	PC	04/25/2014	17440	TRAVERS, MANUEL J.	1071		190.30
04/19/2014	PC	04/25/2014	17441	SILVA, JESSE L.	1073		47.57
04/19/2014	PC	04/25/2014	17442	COLLINS, CHAD M.	1076		262.75
04/19/2014	PC	04/25/2014	17443	RILEY, DANIEL A.	1079		780.30
04/19/2014	PC	04/25/2014	17444	SCHOOF, WILLIAM R.	1094		463.60
04/19/2014	PC	04/25/2014	109445	CARLSON JR., NORMAN	37		784.97
04/19/2014	PC	04/25/2014	109446	GENNETT, LYLE E.	51		132.14
04/19/2014	PC	04/25/2014	109447	SWEM, DONALD L.	512		1,628.63
04/19/2014	PC	04/25/2014	109448	WHITLEY, ANDREW T.	522		1,718.14
04/19/2014	PC	04/25/2014	109449	MORRISON, KEVIN P.	601		929.77
04/19/2014	PC	04/25/2014	109450	HODGE, MICHAEL J.	606		1,065.51
04/19/2014	PC	04/25/2014	109451	JOHNSON, STEVEN P.	617		1,569.99
04/19/2014	PC	04/25/2014	109452	COLE, STEVEN D.	657		230.33
04/19/2014	PC	04/25/2014	109453	GILL, DAVID R.	856		905.29
04/19/2014	PC	04/25/2014	109454	DRAVES, MICHAEL J.	928		305.43
04/19/2014	PC	04/25/2014	109455	STEVENS, JEFFREY W.	1028		223.21
04/19/2014	PC	04/25/2014	109456	ROLOFF, AUDREY M.	1037		652.73
04/19/2014	PC	04/25/2014	109457	MATTER, DAWSON K.	1038		533.06
04/19/2014	PC	04/25/2014	109458	MARSH JR., JAMES D.	1043		31.40
04/19/2014	PC	04/25/2014	109459	SCOTT JR., WINFIELD	1072		39.65
04/19/2014	PC	04/25/2014	109460	KITELEY, FISHER L.	1074		46.25
04/19/2014	PC	04/25/2014	109461	BERGMANN, DOUGLAS	1087		52.86
Grand Totals:			90				86,237.19

Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/19/2014	04/25/2014	109462	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
04/19/2014	04/25/2014	109462	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
04/19/2014	04/25/2014	109463	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
04/19/2014	04/25/2014	109464	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 4/19/2	84.54
04/19/2014	04/25/2014	109465	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
04/19/2014	04/25/2014	109465	CHARLEVOIX STATE BA	9017	HSA - EMPLOYER CONTRIB - C	393.41
04/19/2014	04/25/2014	109466	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	536.12
04/19/2014	04/25/2014	109467	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	596.19
04/19/2014	04/25/2014	109468	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
04/19/2014	04/25/2014	109469	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,052.77
04/19/2014	04/25/2014	109470	TENHOUTEN RINGSTRO	9019	GARNISHMENT PER 90TH DIST	25.51
Grand Totals:		<u>11</u>				<u>4,441.27</u>

Check Issue Date	Check Number	Payee	Amount
42514002			
04/25/2014	42514002	**EFTPS* Payroll Taxes	8,172.64
04/25/2014	42514002	**EFTPS* Payroll Taxes	8,172.64
04/25/2014	42514002	**EFTPS* Payroll Taxes	1,911.32
04/25/2014	42514002	**EFTPS* Payroll Taxes	1,911.32
04/25/2014	42514002	**EFTPS* Payroll Taxes	13,562.41
Total 42514002:			
	5		33,730.33
42514003			
04/25/2014	42514003	Alerus Financial	280.00
Total 42514003:			
	1		280.00
42514004			
04/25/2014	42514004	STATE OF MICHIGAN	4,741.95
Total 42514004:			
	1		4,741.95
42514005			
04/25/2014	42514005	Vantagepoint - 401 Plan 109153	728.06
Total 42514005:			
	1		728.06
42514006			
04/25/2014	42514006	Vantagepoint - 457 Plan 300959	4,611.33
04/25/2014	42514006	Vantagepoint - 457 Plan 300959	144.59
04/25/2014	42514006	Vantagepoint - 457 Plan 300959	1,711.45
04/25/2014	42514006	Vantagepoint - 457 Plan 300959	6,195.51
Total 42514006:			
	4		12,662.88
Grand Totals:			
	12		52,143.22

Check Number	Payee	Amount
04/25/2014		
42514007	MERS	28,342.21
Total 04/25/2014:		28,342.21
Grand Totals:		28,342.21

Check Number	Payee	Amount
04/28/2014		
42814001	MICHIGAN PUBLIC POWER AGENCY	34,853.72
Total 04/28/2014:		34,853.72
Grand Totals:		34,853.72

Check Number	Payee	Amount
05/06/2014		
109478	AIRGAS USA LLC	868.55
109479	ALL-PHASE ELECTRIC SUPPLY CO.	563.51
109480	ASPLUNDH TREE EXPERT CO	3,577.20
109481	AT&T LONG DISTANCE	904.28
109482	AVFUEL CORPORATION	2,250.00
109483	B & L SOUND INC	51.98
109484	BECKER, BRADY	32.88
109485	BELL EQUIPMENT COMPANY	216.67
109486	BRANAN, MICHAEL	7.04
109487	BREATHING AIR SYSTEMS	62.14
109488	CHARLEVOIX AGENCY	100.00
109489	CHARLEVOIX LIONS CLUB, THE	45.00
109490	CHARLEVOIX TOWNSHIP	15.45
109491	CHASE, PAUL	53.27
109492	CITY OF CHARLEVOIX - PETTY CASH	433.49
109493	COAST TO COAST COMPUTER	63.98
109494	CUMMINS BRIDGEWAY LLC	232.23
109495	DCASSESSING SERVICES	4,291.92
109496	DeROSIA, PATTY	41.00
109497	DOAN, GERARD	41.00
109498	DTE ENERGY	7,113.13
109499	EDM PUBLISHERS INC.	257.24
109500	EJ USA INC.	7,206.42
109501	ELHORN ENGINEERING COMPANY	1,632.00
109502	ELLIOTT, PATRICK M.	41.00
109503	ELLSWORTH FARMER'S EXCHANGE	212.00
109504	EMERGENCY MEDICAL PRODUCTS I	234.03
109505	ENMET CORP	178.85
109506	ETNA SUPPLY	5,810.10
109507	EVANS, HAL	41.00
109508	FASTENAL COMPANY	88.62
109509	FERGUSON & CHAMBERLAIN	1,911.00
109510	FISHER SCIENTIFIC	438.32
109511	GOVERNMENT FINANCE	160.00
109512	GRAINGER	209.15
109513	GREAT LAKES PIPE & SUPPLY	814.72
109514	GUTTER PROS	330.00
109515	HACH COMPANY	874.47
109516	HAND, HEATHER	41.00
109517	HANKINS, SCOTT	41.00
109518	HARBOR FENCE COMPANY	280.00
109519	HARRELL'S	340.00
109520	HEID, THOMAS J.	41.00
109521	HYDE SERVICES LLC	391.19
109522	IVAN, PAUL	41.00
109523	J & B MEDICAL SUPPLY INC.	171.32
109524	J. THOMAS DISTRIBUTORS LLC	82.30
109525	JACK DOHENY SUPPLIES INC	76.51

Check Number	Payee	Amount
109526	JONES & JONES GARAGE DOOR SVC	630.17
109527	JP MOTORS AND DRIVES	201.16
109528	KMart	98.68
109529	KSS ENTERPRISES	320.53
109530	LAKESHORE TIRE & AUTO SERVICE	290.00
109531	MICHIGAN ELECTION RESOURCES	13.61
109532	MICHIGAN STATE INDUSTRIES	126.50
109533	MID STATES BOLT & SCREW CO	505.04
109534	MSU EXTENSION	47.00
109535	NATIONWIDE INSURANCE	397.80
109536	NCL OF WISCONSIN INC.	156.04
109537	NETSOURCE ONE INC.	48.00
109538	NORTHERN CREDIT BUREAU	429.27
109539	NORTHERN SAFETY CO INC	305.79
109540	PARASTAR INC.	1,181.51
109541	PEARSON, BETHANY	134.52
109542	PERFORMANCE ENGINEERS INC	5,425.00
109543	PIONEER RESEARCH CORPORATION	179.90
109544	POWER LINE SUPPLY	1,954.32
109545	REHMANN-ROBSON & CO	9,400.00
109546	ROTARY CLUB OF CHARLEVOIX	37.50
109547	SCHMUCKAL OIL CO	1,345.75
109548	SEELEY'S PRINTING SERVICE	500.00
109549	SHORELINE POWER SERVICES INC.	203.14
109550	SIGMA-ALDRICH RTC	378.34
109551	SIKORSKI, KATHY	1.40
109552	SNABES PLLC, MAURA A	475.00
109553	SPARTAN DISTRIBUTORS INC	137.77
109554	SPEEDWRENCH INC.	528.95
109555	SPENCER, MICHAEL	41.00
109556	STATE OF MICHIGAN	70.00
109557	STRAEBEL, ROBERT J.	41.00
109558	SWEM, DONALD L.	41.00
109559	SYSCO GRAND RAPIDS	147.00
109560	TEUNIS, STEVEN	41.00
109561	TRI-TURF	39.66
109562	UNITED STATES PLASTIC CORP.	230.53
109563	UP NORTH PROPERTY SERVICES LL	858.00
109564	USA BLUE BOOK	185.43
109565	VILLAGE GRAPHICS INC.	59.75
109566	WADE TRIM OPERATIONS SERVICES	304.13
109567	WATCH INC.	160.00
109568	WELLER, LINDA	41.00
109569	WHITLEY, ANDREW	14.00
109570	WILKIN, AMANDA	41.00
109571	WINDER POLICE EQUIPMENT	378.87
109572	WOODY, SCOTT	41.00
109573	WORK & PLAY SHOP	777.70
109574	ZIELINSKI, JOSEPH A.	41.00

Check Number	Payee	Amount
Total 05/06/2014:		<u>71,914.72</u>
Grand Totals:		<u><u>71,914.72</u></u>

Check Number	Payee	Amount
05/06/2014		
2355	CHARLEVOIX COUNTY TREASURER	2,548.43
2356	CHARLEVOIX DISTRICT LIBRARY	290.81
2357	CHARLEVOIX PUBLIC SCHOOLS	1,061.80
2358	CHARLEVOIX PUBLIC SCHOOLS	297.21
2359	CHARLEVOIX PUBLIC SCHOOLS	13.95
2360	CHARLEVOIX PUBLIC SCHOOLS	146.18
2361	CITY OF CHARLEVOIX - TAXES DUE	2,257.53
2362	RECREATIONAL AUTHORITY	51.75
Total 05/06/2014:		6,667.66
Grand Totals:		6,667.66

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

3/18/14

TO: Robert Harrison
Julie Waterman
Lillian Left
Joan Buday
Mary Lee Campbell
Gloria (Joni) Olach
FROM: Jim Jinsky

RECEIVED

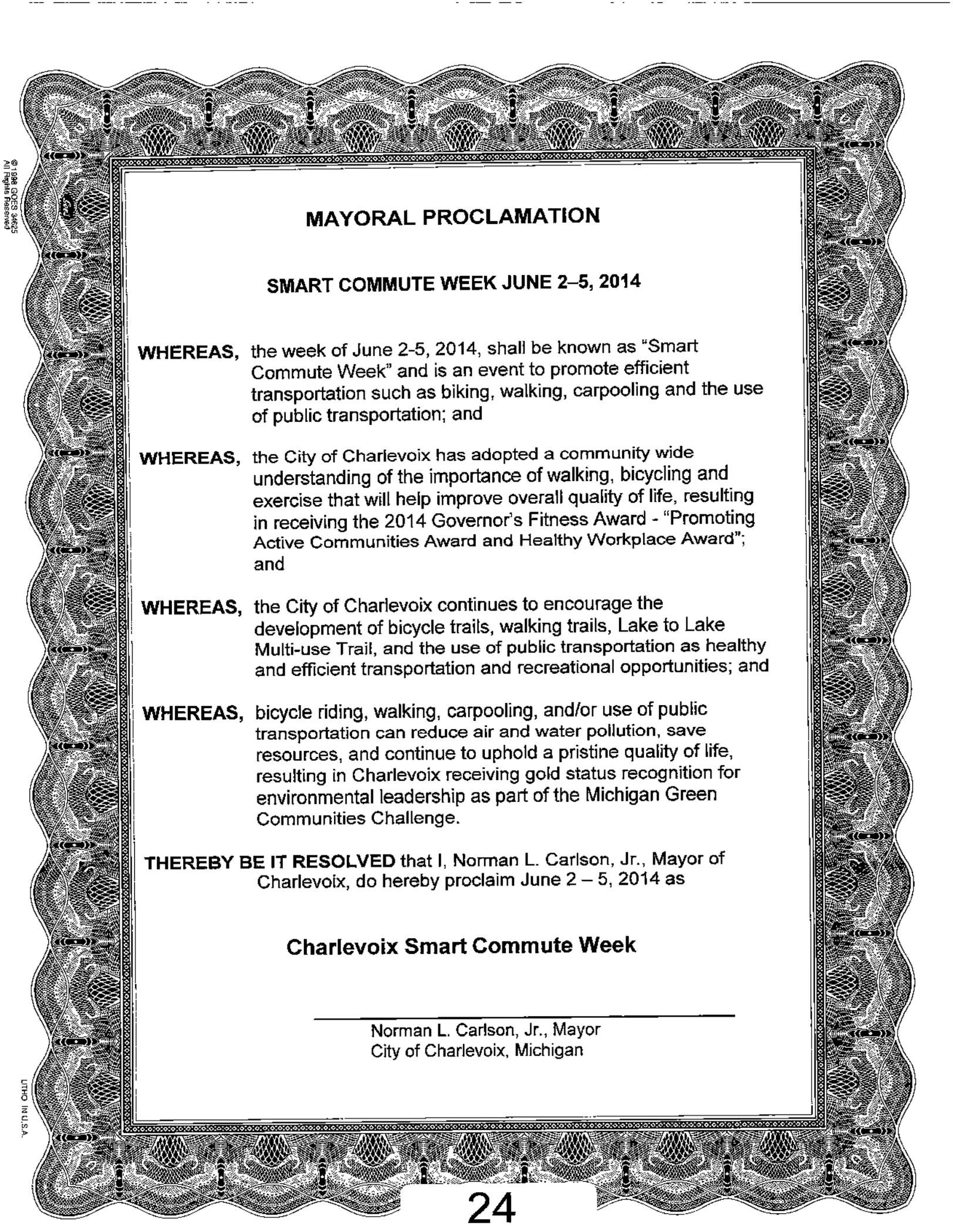
MAR 25 2014

City of Charlevoix

Due to increased responsibilities for other commitments I have, I will be away from home and will be out of town for extended periods of time, with no significant decrease anticipated in the immediate future. This will prevent me from performing the duties as a commissioner of the Charlevoix Housing Commission. I therefore respectfully submit my resignation effective at the close of the April 15 scheduled meeting. I have enjoyed the time I have worked with each of you, and learned a lot about public housing. Thank you for this opportunity.

Sincerely,

James Jinsky



MAYORAL PROCLAMATION

SMART COMMUTE WEEK JUNE 2-5, 2014

WHEREAS, the week of June 2-5, 2014, shall be known as "Smart Commute Week" and is an event to promote efficient transportation such as biking, walking, carpooling and the use of public transportation; and

WHEREAS, the City of Charlevoix has adopted a community wide understanding of the importance of walking, bicycling and exercise that will help improve overall quality of life, resulting in receiving the 2014 Governor's Fitness Award - "Promoting Active Communities Award and Healthy Workplace Award"; and

WHEREAS, the City of Charlevoix continues to encourage the development of bicycle trails, walking trails, Lake to Lake Multi-use Trail, and the use of public transportation as healthy and efficient transportation and recreational opportunities; and

WHEREAS, bicycle riding, walking, carpooling, and/or use of public transportation can reduce air and water pollution, save resources, and continue to uphold a pristine quality of life, resulting in Charlevoix receiving gold status recognition for environmental leadership as part of the Michigan Green Communities Challenge.

THEREBY BE IT RESOLVED that I, Norman L. Carlson, Jr., Mayor of Charlevoix, do hereby proclaim June 2 - 5, 2014 as

Charlevoix Smart Commute Week

Norman L. Carlson, Jr., Mayor
City of Charlevoix, Michigan

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Review of Stage 1 and consideration of approval for Stage 2 of the downtown Wi-Fi project

DATE: May 5th, 2014

PRESENTED BY: Dr. John Childs, Childs Consulting Services LLC

ATTACHMENTS:

1. Stage 1 Final Report
2. Downtown Wi-Fi Work Statement
3. Traverse City Downtown Wi-Fi Article

BACKGROUND INFORMATION: John Childs of Childs Consulting Services was hired to complete a feasibility study regarding implementing a free public Wi-Fi system throughout the downtown. The study is being done in three stages, with each stage needing approval by the partnering organizations before moving forward. The partnering organizations for this project are the City of Charlevoix, Charlevoix Downtown Development Authority, and the Charlevoix Area Chamber of Commerce.

Stage one has been completed and the final report is attached for your reference.

After a meeting with John Childs; Rob Straebel, Bethany Pearson, and Steve Seely met to discuss the feasibility, both technically and financially. All three organizations felt confident enough in the success of the initiative to bring it back to our respective boards to move forward with stage two.

We identified three systems that could provide the capabilities that we need, (1) hardwired, (2) Wi-Fi, or (3) 4G LTE. Option 2, the Wi-Fi system at this point is the best option because of the cost (estimated at \$51,275 for installation) and ease of installation.

During the meetings we also discussed how we would move forward with the build should we get approval from our respective organizations. The idea of building the project in its entirety trumped the idea of building in phases. While phases would be less costly upfront, long term it would make the project more expensive. We also want to make sure that the Wi-Fi system works well and can handle the amount of same time end users that we are predicting. Building in phases could cause frustration from the consumer.

With this system there is a total potential operating cost estimated at \$3,600 annually and a total revenue estimate of \$3,600 to \$18,000 annually which would be made by advertising sales and preferably contracted to a third party.

This public Wi-Fi system could also be used to upgrade other City infrastructure in the future. Using a public Wi-Fi system, the City Police department could look into wireless security cameras and live weather feeds, the local media could use it to showcase live images of community events and festivals, and it could also be used to install wireless traffic meters, an option that a lot of municipalities are currently upgrading to.

The next stage of the process involves creating, submitting and advertising a RFP, hiring a contractor(s), obtaining rights to install devices, holding a pre-bid meeting with all the potential contractors, and developing and preparing the vendor contract, among other things. Stage two has a total cost of \$5,680 which would be split equally between the City, DDA, and Chamber.

Overall, we think that this is a project to continue to fund, it is a relatively cost effective piece of upgraded infrastructure that we desperately need in the downtown. Potential grant funding and a local match divided among the three organizations gives the City a cost effective way to upgrade technology infrastructure.

This development was also on the proposed list of economic development projects that were approved by Doug and Maria DeVos and the Charlevoix City Council. Although funding through this source is not guaranteed because of unknown costs on other priority projects, there may be a possibility to be reimbursed for this study.

Funding for Stage two was approved at the April 28 DDA Meeting and will be discussed at the next Chamber Board of Directors Meeting on May 8th.

RECOMMENDATION: Make a motion to approve funding for Stage two of the Downtown Wi-Fi Study at an amount not to exceed \$1900.00



Consulting Services

City of Charlevoix Wi-Fi spots, DDA Area

STAGE I Final Report

Submitted April 17, 2014

**Submitted to: Rob Straebel
City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720**

**Prepared & Submitted by:
CHILDS CONSULTING ASSOCIATES, INC.
513 Lakeside Drive, PO Box 550
Mackinaw City, MI 49701
Phone 231.436.4099 or 231.436.5104**

Report Sections

Final Stage I Report	Pages 1-5
Overview	Page 1
Summary of Work Completed	Page 1
Recommendation	Page 1
Stage I Task: Concept & Project Planning / development	Page 2
Stage I Task: Installed System Requirements; current definition	Page 2-3
Stage I Task: Field Assessment	Page 3-4
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Stage I Cost Estimates	Pages 1 -10

Childs Consulting Associates, Inc.
For
City of Charlevoix – Public Wi-Fi Project
Final Stage 1 Progress Report
April 9, 2014

Charlevoix Wi-Fi Project Stage 1 – Planning, Development, and Feasibility
Overview, Summary, and Recommendation(s)

Overview

The idea of having public Wi-Fi within the downtown area has been expressed over a period of time. The City of Charlevoix, with the interest of the DDA and the Chamber of Commerce, obtained consultation services from Childs Consulting Associates, Inc. in January 2014. The proposed service was for a multi-stage project commencing only with Stage One – Planning, Development, and Feasibility. Work has been underway by the consultant throughout January, February, and March 2014. The body of this report contains the detailed results of the consulting work.

Summary of Work Completed

A wide review of all available reports of small through large scale outdoor Wi-Fi technology and currently active projects commenced the project. At the same time the area of the Downtown Development Area was reviewed on maps and by field review. Parameters for possible coverage were developed and were reviewed with the representatives of the City, DDA, and Chamber of Commerce. The total area roughly conforms to a long narrow rectangle extending along Bridge Street from Antrim St. to Dixon Ave. including the City Marina. One of the concerns for this area was the concentration of large groups primarily a long Bridge St. and in East Park areas between Antrim St. and Clinton St. This area has been selected as the initial focus of a possible two phase implementation of public Wi-Fi access.

Feasibility review consists of technical, practical, likely use, and both initial and operational cost analysis. Technical and practical feasibility is judged to be acceptable. Multiple manufacturers of standards based Wi-Fi equipment are active in the market place. Multiple methods for installation and operation are available. Estimates of likely use have been developed; the maximum use estimated concurrently is 1500 users during major events in July through September. Cost components for initial installation and operations have been developed and estimates have been achieved.

Recommendation

Childs Consulting Associates, Inc. recommends moving toward implementation of a public Wi-Fi system by preparing a Request for Proposals, issuing the RFP, evaluating the submitted response to the RFP, and preparing a recommendation on the most compliant with the RFP potential contractor for a public Wi-Fi system. Before proceeding with an award of contract, the costs will need to be reviewed and the method of financing both the initial and operational cost must be determined. Additionally, the award must be conditional on the awardee accepting a contract prepared in the City's interest containing outcome based performance conditions.

Final Draft Report Stage 1 City of Charlevoix Wi-Fi Project

Stage 1 Task: Concept and Project Planning / Development

Concept Definition

Provide the visitor to the City of Charlevoix public Internet using robust Wi-Fi access for mobile devices throughout the DDA area, primarily out of doors; however, with the capability to expand Wi-Fi service within buildings by adding an indoor access point.

This system will be provided by the City of Charlevoix in conjunction with the DDA and Chamber of Commerce.

It has been assumed that local businesses and building owners in the DDA will cooperate with the installation of this type of service and allow attachment to buildings of Wi-Fi antennas where needed to assure coverage of the desired area. However, it is likely that the primary method of installation will be the use of City of Charlevoix electrical lighting poles.

Planning and Development

Initial planning has examined the DDA area and other venues that may be of interest, both by mapping and by field assessments. Preliminary areas of coverage and the likely number of access points have been identified. This work will be verified and revised during the RFP development process and identified issues will become a part of the RFP.

A review of similar systems in other municipalities and other agencies has been undertaken; results indicate successful projects of different types and funding methods. Both practical and technical feasibility has been examined. No major impediments have been identified; however, the prepared cost estimates have not yet been determined to be achievable. Final determination will need to be made following the receipt of RFP responses.

Stage 1 Task: Installed System Requirements; as defined at this time

1. Wi-Fi access points located to provide public access throughout the DDA :
 - a. Emphasis is on the core area where visitors most frequently assemble; it is estimated that this area will require increased density of access points to handle a large number of same-time users.
 - b. All areas will have useful access for a smaller number of same time users.
 - c. At any time in the future, additional access points can be added to increase the number of same time users who will receive rapid high quality service.

Childs Consulting Associates, Inc.
For City of Charlevoix
Final Stage 1 Progress Report

2. Internet connection to a broadband provider capable of delivering 100 to 300 Mb of capacity up / down consistently with capacity to “burst” beyond the contract maximums for brief periods of excess usage can be obtained. An Internet supply contract that permits reducing / increasing the capacity during the months of September through May of each year will be desirable. This will become a requirement of the RFP.
3. Potential Coverage to other City sites by direct line of site transmission; e.g. – the Lake Michigan beach, Mt. McSauba, etc.
4. The Potential users maximum is the estimated 10,000 to 15,000 plus visitors to the City during special events in the summer months of June, July, August and September; any one access point area may need to provide up to 150 same time users; it must be feasible to grow the number of same time users by additions of access points; whole system upgrade should not be necessary.
5. Easy to manage, minimum human intervention to support the ongoing availability of the system.
6. Simple, clear directions for initial and subsequent sign on to public Wi-Fi.
7. Support for mobile devices (pads, smartphones, etc.) as well as notebook / laptop computers
8. Intended for primary use outside of DDA buildings (not to replace internal building Wi-Fi systems) without “adding” an indoor Wi-Fi device to receive and transmit the Internet connection inside the building.

Stage 1 Task: Field assessment of selected locations for technical feasibility and area of coverage

Table of Proposed Wi-Fi Public Areas by Nearest Properties per DDA Map
 [This table is subject to revision as the RFP is developed.]

ID # North to South	Nearest Property(s) ID	Likely Service Capacity	Quality of Service	City Hall
1	120, 113, 111,	20	fair	City Hall
2	107, 118, 116	30	good	City Hall
3	101, 112, 108, 104,	40	good	City Hall
4	102, 100, 106, 98	40	good	City Hall
5	100, 101, 99, 97, 101, 103, 105, 106, 107	40	good	City Hall
6	101, 103, 109, 111, 113, 101A, 203, 102, 205	50	good	City Hall
7	101A ,109, 201, 204, 206, 208, 209, 212, 215, 217	50	good	City Hall
8	206, 208, 209, 212, 201, 215, 117	100	good	City Hall
9	214, 221, 223, 214, 220, 228	100	good	City Hall
10	237, 230, 301	100	good	City Hall
11	100, 305, 307	100	good	City Hall
12	100, 315, 317,	100	good	City Hall
13	102, 321, 323, 327	100	good	City Hall

Childs Consulting Associates, Inc.
For City of Charlevoix
Final Stage 1 Progress Report

ID # North to South	Nearest Property(s) ID	Likely Service Capacity	Quality of Service	City Hall
14	330	100	good	City Hall
15	339, 100, 401, 403,	100	good	City Hall
16	408, 413, 407	100	good	City Hall
17	423	50	good	City Hall
18	104, 100, 427, 102	40	good	City Hall
19	500, 100	30	good	City Hall
20	115 Beach	20	fair	Tower DNR
21	115 Beach	20	fair	Tower DNR

Stage 1 Task: Evaluation of alternative Wi-Fi type, system, capacity, and implementation issues

There are basically three methods of installing Wi-Fi access points:

- A. Hardwired (coax, Ethernet cable, or fiber optic cable) from a network point that is attached to the Internet; this requires owners of properties to permit the installation of “wiring” to each outdoor access point. It can provide, at the same time, additional indoor access points. In the long run if this is done with fiber optic cable it provides the maximum future 20+ year’s growth capacity.
- B. All Wi-Fi System of dual frequency Wi-Fi over the air transmission from a central master unit to a Wi-Fi access point. This method provides shared Internet access speeds up to 100 Mbs per access point. This method avoids fix wires while permitting growth over time by adding access points.
- C. 4G LTE cellular technology similar to mobile phone technology and mobile “hot spots” – this is an emerging technology and the available radio frequency spectrum is largely controlled by existing cell phone companies. This alternative is presently limited for Internet use to approximately 512 Kbs up load and 1 Mbs down load when all factors are considered. Also, a single access point typically is limited to 2 – 5 users for good Internet access when all are active in a particular time span of say 1 minute. It is probable that this system would need to be installed by an existing provider whose service model includes per user or per access point monthly fees. While initial cost may be lower, the long term operating cost would be expected to be significantly larger for end users. Essentially, this method would not be “public Wi-Fi access.”

Note: We will continue to examine each of these systems; however, the consultant believes that the all Wi-Fi option is the most likely to provide the most efficient means of achieving public Wi-Fi for the DDA area and other outreach locations.

Stage 1 Task: Current Issues to be resolved

During the RFP development final standards for the requested service will be enumerated and made a part of the RFP.

A preferred method of funding both initial construction costs and ongoing operational cost must be formulated prior to issuing the RFP.

Stage 1 Task: Prepare Cost Estimates for fiscal feasibility

Initial three tier cost estimates have been prepared and are a part of this final report.

Ongoing operational costs have been prepared and are a part of this final report.

Additionally, a projection of possible costs and net revenue has been prepared assuming that some business will desire to become a part of the system for indoor use of the system specifically for business operations. This estimate is provided within this final report.

Consultant Comments

At this time a caution may be in order. The actual cost and therefore final feasibility may not be "fixed" for final decision making until an actual RFP is issued and responded to by vendors.

The potential to provide a "unique" down-town communications access (public Wi-Fi) for all types of mobile devices appears to be a significant advantage to the community and a visitor friendly feature of the community.

Potential expanded uses of the system may include enhanced parking management, public security support, and informational uses that would draw visitors and business to the community.

Childs Consulting Associates, Inc. recommends moving to the proposed Stage II work.

Consulting Services Report

City of Charlevoix Wi-Fi spots, DDA Area

STAGE I Final Report – Three Tier & Three Implementation Methods Cost Analysis

Ten Pages

Summary Sheet

One Time Construction Cost Comparison

with a Two Phase Construction Cost

Cost Analysis Detail

Page 1

Page 2

Page 3 to 10

Submitted April 17, 2014

City of Charlevoix
Potential Public Wi-Fi Project

Summary Sheet Three Alternatives for Wi-Fi	Projected Cost Estimates											
	Wireless to/from Access Points				Wired Access Points				4G LTE Wi-Fi Hot Spots			
	Most		Most		Most		Most		Most		Most	
	Lowest Estimate	Likely Estimate	Highest Estimate	Lowest Estimate	Likely Estimate	Highest Estimate	Lowest Estimate	Likely Estimate	Highest Estimate	Lowest Estimate	Likely Estimate	Highest Estimate
Total of Initial Cost and System Components	\$31,860	\$51,275	\$78,350	\$49,735	\$80,675	\$135,050	\$7,700	\$14,125	\$23,800			
Potential Revenue with 5 business users	\$2,100	\$3,600	\$4,500	\$300	\$500	\$800	NA	NA	NA			
Potential Revenue with 25 business users	\$13,500	\$18,000	\$30,000	\$13,500	\$18,000	\$30,000	NA	NA	NA			

City of Charlevoix
Potential Public Wi-Fi Project

One or Two Phase Construction Followed by Final Construction 3-5 Years Later

Consultant Recommended Solution -- All Wi-Fi System	Most Likely Total Cost Estimate - Complete One Time Build	Build Phase 1 Year 1 Estimate	Second Build Phase 2 Year 3 to 5 Estimate	Total Cost Estimate for Two Phase Build
Total of Initial Cost and System Components	\$51,275	\$34,867	\$24,099	\$58,966
Total of Alternate Potential Operating Cost Estimate Annually	\$3,600	\$3,200	\$3,800	\$17,200
Total of Alternate Potential Revenue Estimate Annually	\$18,000	\$44,985	\$36,000	\$80,985
<p>Note: Revenue is only anticipated under a plan of operating paid Wi-Fi service for local business use independent of the "free public use."</p> <p>Note: An alternate revenue source could be developed by providing pop up ads for local businesses on the public Wi-Fi service. A revenue & costs estimate has not been prepared for this alternative.</p>				

Initial Cost Elements And Components All Wi-Fi (Wireless) System CCA Recommended Option

1. Acquiring and provisioning Internet capacity to support the target maximum number of end users

Quantity	Most Likely		Notes:
	Lowest Estimate	Highest Estimate	
Evaluating providers; select provider; agree on contract; have contract reviewed	\$500	\$750	
Modification of fiber connection	\$0	\$500	
New master internet router/switch	\$1,800	\$2,400	
Setup of router switch 4 hrs. tech time	\$260	\$400	
Sub Total	\$2,560	\$4,050	

2. Defined Physical locations for access points & acquire owner site approval

Quantity	Most Likely		Notes:
	Lowest Estimate	Highest Estimate	
Selected Vendor Site Mapping & Signal Testing	\$1,200	\$2,000	Zero only if done by City / DDA / Chamber
20 Sites			
Approval by 15 owners of use of their site w/ signed 10 year agreement	\$0	\$1,125	
Sub Total	\$1,200	\$3,125	

3. Required number of Access points antenna(s) and radio transceivers

Quantity	Most Likely		Notes:
	Lowest Estimate	Highest Estimate	
Type of Access Point and Power	Target Capacity	Most Capacity	
20 Access Points	\$11,000	\$19,000	Unless supplied by owner of bldg. where installed
Required equipment for installation of access points	\$3,000	\$4,000	
Local AC power initial install	\$1,500	\$2,000	
Sub Total	\$15,500	\$25,000	

4. Main Antenna and Transmitter

Quantity	Most Likely		Notes:
	Lowest Estimate	Highest Estimate	
Main antenna attachments	\$375	\$600	
Central dual frequency transmitter and 360 degree antenna system	\$9,500	\$15,000	
Sub Total	\$9,875	\$15,600	

Detail of Analysis

City of Charlevoix
Potential Public Wi-Fi Project All Wireless

5. System management software including control of access points

Quantity	Most Likely		Highest Estimate
	Lowest Estimate	Estimate	
	Basic	Target	Very Advanced
1	\$2,800	\$3,600	\$4,800
1	\$300	\$500	\$800
Sub Total	\$3,100	\$4,100	\$5,600

Capacity of AP controller & software
Access point controller & software
Installation and Setup

Total of Initial Cost and System Components \$31,860 \$51,275 \$78,350

Continuing (Ongoing) Cost Elements

A. Ongoing cost of Internet Capacity

Quantity	Most Likely		Highest Estimate
	Lowest Estimate	Estimate	
12	\$2,400	\$3,000	\$3,600

100 Mbs Internet download / 10 Mbs upload

B. Ongoing cost of maintaining and managing the system (internal or external personnel)

Quantity	Most Likely		Highest Estimate
	Lowest Estimate	Estimate	
65	\$4,225	\$5,525	\$6,500
45	\$2,025	\$2,925	\$3,375

External Personnel on Contract Wi-Fi only
Internal Personnel or present contract support expanded

Note: one or the other not both of above

Detail of Analysis

City of Charlevoix
 Potential Public Wi-Fi Project All Wireless

C. Potential costs for invoicing and collecting “fees” from major end users that might want to obtain service continuously from the system

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate
5	\$35	\$60	\$75
25	\$175	\$300	\$375
5	\$420	\$720	\$900
25	\$2,100	\$3,600	\$4,500

Per Month Potential Estimate only:

Alternate Potential Estimate only:

Note: one or the other not both of above

Total of Potential Estimate Annually 5 users

Total of Potential Estimate Annually 25 users

D. Potential Revenue from non-public customers -- separate protected access

Non-profits or Gov. agency; or a member of DDA

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate
5	\$225	\$300	\$500
25	\$1,125	\$1,500	\$2,500
5	\$2,700	\$3,600	\$6,000
25	\$13,500	\$18,000	\$30,000

Per Month Potential Estimate only:

Per Month Potential Estimate only:

Total of Potential Revenue Annually 5 Business Users

Total of Potential Estimate Annually 25 Business Users

Initial Cost Elements And Components Hardwired Wi-Fi System

1. Acquiring and provisioning Internet capacity to support the target maximum number of end users.

	Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
Evaluating providers; select provider; agree on contract; have contract reviewed	1	\$500	\$750	\$1,250	
Modification of fiber connection	1	\$0	\$500	\$1,000	
New master internet router/switch	1	\$1,800	\$2,400	\$3,600	
Setup of router switch 4 hrs. tech time	1	\$260	\$400	\$600	
Access points master switching 24 and POE power	1	\$1,300	\$1,800	\$2,800	
Sub Total		\$2,560	\$5,850	\$9,250	

2. Define Physical locations for access points & acquire owner site approval

	Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
Approval by 15 owners of use of their site with signed 10 year agreement	15	\$0	\$1,125	\$1,500	Zero only if done by City / DDA / Chamber
Sub Total	NA	\$0	\$1,125	\$1,500	

3. Required number of Access points antenna(s) and radio transceivers

	Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
Required equipment for installation of access points	20	\$3,000	\$4,000	\$5,500	Unless supplied by owner of bldg. where installed
Local AC power initial install	20	\$1,500	\$2,000	\$2,500	
Sub Total		\$4,500	\$6,000	\$8,000	

4. Main Antenna and Transmitter (None) NA

Detail of Analysis

City of Charlevoix
Potential Public Wi - FI Project - Hardwired

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
1	\$375	\$600	\$900	
360	\$16,200	\$23,400	\$30,600	
60	\$18,000	\$33,000	\$72,000	
120	\$7,800	\$10,200	\$12,000	
Sub Total	\$42,375	\$67,200	\$115,500	

4.1 Wiring for direct wired system

Cable installation, support, termination, & testing (labor hours)
Outdoor Ethernet Signal Boosting Switches with POE

Configuration, setup, testing of electronics

5. System management software including control of access points

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
1	\$300	\$500	\$800	
Sub Total	\$300	\$500	\$800	
Total of Initial Cost and System Components	\$49,735	\$80,675	\$135,050	

Detail of Analysis

City of Charlevoix
Potential Public Wi - Fi Project - Hardwired

Continuing Operating Cost Elements

A. Ongoing cost of Internet Capacity
1st 12 Months Annual Contract 100 Mbs \$0 \$3,000 \$3,600
Unlimited Burst during 5 months to 1 Gbps No additional No additional No additional

B. Ongoing cost of maintaining and managing the system (internal or external personnel)

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
65	\$4,225	\$5,525	\$6,500	Note: one or the other not both
45	\$2,025	\$2,925	\$3,375	
1	\$1,500	\$2,500	\$4,000	

External Personnel by contract
Internal Personnel or present contract support expanded
For Wired System only -- annual inspection of wiring & minor repairs

C. Potential costs for invoicing and collecting "fees" from major end users that might want to obtain service continuously from the system.

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
5	\$35	\$60	\$75	Note: one or the other not both
25	\$175	\$300	\$375	
5	\$420	\$720	\$900	
25	\$2,100	\$3,600	\$4,500	

Potential Estimate for 5 business users monthly:
Potential Estimate for 25 business users monthly:
Total Estimate Annually 5 business users
Total Estimate Annually 25 business users

D. Potential Revenue from non-public customers -- separate protected access

Quantity	Lowest Estimate	Most Likely Estimate	Highest Estimate	Notes:
5	225	300	500	
25	\$1,125	\$1,500	\$2,500	
5	\$2,700	\$3,600	\$6,000	Non-profits or Gov. agency; or a member of DDA
25	\$13,500	\$18,000	\$30,000	

Revenue Estimate only 5 business users:
Revenue Estimate only 25 business users:
Total of Potential Estimate Annually 5 Business Users
Total of Potential Estimate Annually 25 Business Users

Detail of Analysis

City of Charlevoix
 Potential Public 4G LTE Wi-Fi Hot Spots Project

Initial Cost Elements And Components 4G LTE Wi-Fi Hot Spots by Cell Towers CCA -- Not Recommended

1. Acquiring and provisioning Internet capacity to support the target maximum number of end users

Not Necessary in this model; as users would be using their own data plans and connecting through their own provider

In this method the end user has a "cost" each time the connect to the Wi-Fi

2. Defined Physical locations for access points & acquire owner site approval

	Most Likely		
Quantity	Lowest Estimate	Estimate	Highest Estimate
Selected Vendor Site Mapping & Signal Testing 20 Sites	\$1,200	\$2,000	\$2,800
Approval by 15 owners of use of their site w/ signed 10 year agreement	\$0	\$1,125	\$1,500
Sub Total	\$1,200	\$3,125	\$4,300

Zero only if done by City / DDA / Chamber

3. Required number of Access points antenna(s) and radio transceivers

	Most Likely		
Quantity	Lowest Estimate	Estimate	Highest Estimate
20 Access Points	\$3,000	\$5,000	\$11,000
Required equipment for installation of access points	\$2,000	\$4,000	\$6,000
Local AC power initial install	\$1,500	\$2,000	\$2,500
Sub Total	\$6,500	\$11,000	\$19,500

Unless supplied by owner of bldg. where installed

4. Main Antenna and Transmitter

Not required in this model; would be using providers cell towers

Sub Total

5. System management software including control of access points

Not required in this model

Sub Total

Total of Initial Cost and System Components	\$7,700	\$14,125	\$23,800
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Continuing (Ongoing) Cost Elements

Notes:

A. Ongoing cost of Internet Capacity

Not required in this model; supplied by the cell operator providing the hot spot; usage billed to device users data plan

B. Ongoing cost of maintaining and managing the system (internal or external personnel)

External Personnel on Contract 4G LTE only; if sufficient usage on year round basis, a provider may not have any servicing charge	60	\$3,900	\$5,100	\$6,000
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D. Potential costs for invoicing and collecting "fees" from major end users that might want to obtain service continuously from the system.

Does not apply in this model

Non-profits or Gov. agency; or a member of DDA

E. Potential Revenue from non-public customers -- separate protected access



Agreement for Consulting Services

**City of Charlevoix Wi-Fi spots, Downtown and
DDA Area**

Terms and Scope of Work Statement

Initial Agreement Prepared November 11,2013

**Submitted to: Rob Straebel
City Manager
City of Charlevoix
210 State Street
Charlevoix, MI49720**

**Prepared & Submitted by:
CHILDS CONSULTING ASSOCIATES, INC.
513 Lakeside Drive, PO Box 550
Mackinaw City, MI 49701
Phone 231.436.4099 or 231.436.5104
Fax 231.436.7405**

General Statement

It is our understanding that the City of Charlevoix (City) requires professional assistance in studying the feasibility of creating and operating Wi-Fi spots in the City with a focus on the downtown area (DDA); if feasible technically and economically, then an RFQ/RFP development, bid process support, bid evaluation, and selected vendor supervision during installation and contract completion may be needed.

Childs Consulting Associates, Inc. (CCA) will provide the necessary professional assistance as required and in accord with several Stages of work as defined in the Scope of Work Statement. Each stage is dependent on the prior stage and no work will be done in a later stage without prior approval of City of Charlevoix.

This is a time and materials agreement. Each stage has an estimated “not to exceed” amount. Changes in any preceding stage, may require a re-estimate of the “not to exceed” amount and the subsequent authorization before the commencement of any succeeding Stage work.

Proposed Scope of Work with Time and Cost Estimates

Description of Work Stages	Estimated Hours Required	Hourly Rate	Estimated Cost
STAGE 1 – Feasibility and Planning			
Concept and planning development	3	100	300
Face-to-Face Discussion of above Wi-Fi requirements and design alternatives	3	100	300
Field assessment of selected locations for technical feasibility and area of coverage	5	80	400
Evaluation of alternative Wi-Fi type, system, capacity, and implementation issues	5	80	400
Prepare Cost Estimates for fiscal feasibility	3	100	300
Summary of findings and recommendation of course of action	4	100	400
Subtotal	23		2,100

STAGE 2 – Detailed planning and specifications; draft RFQ or RFP			
Field assessment of connection to City for service; need for fiber or wireless connection; Wi-Fi antenna location and connection; development of plan suitable for RFQ or RFP	5	80	400
Prepare maps and installation schematics; if necessary for coverage, assist City in working with business owners / property owners in obtaining rights to install antennas	5	80	400
Preliminary development of an RFQ / RFP for bidding; create Scope of Work Statement for RFQ/RFP;review with City;	10	80	800
Meet with City & receive permission to circulate the invitation to request the RFQ/RFP to “known to City” and CCA vendors list; City places web invitation and posts– (possibly use Bid4Michigan as distribution and bidding site)	4	100	400
Distribute requests for the RFQ/RFP to all those who request the RFP(possibly use Bid4Michigan as distribution and bidding site)	6	80	480
Hold and conduct pre-bid meeting at City facilities; includes touring sites with vendors;	4	100	400
Issue pre-bid addendum# 1 to all respondents of the RFP	3	100	300
Collect and answer vendor questions;#2 addendum for questions presented in writing by vendors prior to question cutoff date	6	100	600
Hold Bid Opening Session at City of Charlevoix; provide guidance; perform reading of bids; City records bid information	2	100	200
Evaluate received proposals and recommendations to City	8	100	800
Assist City in award of work	4	100	400
Develop and prepare vendor contract	5	100	500
Subtotal	62		\$5,680

STAGE 3 – Implementation and Vendor Supervision – Only As Required			
Review and advise on vendor scope of work & schedule	3	100	300
Assist City in working with selected vendor	2	100	200
Check work of vendor in the field	8	80	640
Assist City with any contract performance issues with vendor	4	100	400
Oversight of final vendor testing and recommendation to City for substantial completion	6	100	600
Subtotal	23		2,140
Total Cost for STAGES 1, 2, 3			9,920

Please note: The accuracy of our estimates depend on our assumption of “typical” conditions occurring during the course of RFP production, bidding, bid evaluation and installation of the replacement telephone system. Conditions or occurrences which are unknown to us now, atypical, or result from “running” changes during the process, and/or from actions of the vendor or supplier may alter the amount of work required and, therefore, the cost of services as described above.

No work on reconfiguring fiber usage and/or fiber transmission equipment is anticipated at this time; such service is available in concert with our “on staff” fiber engineer, if needed. Any such need will be arranged through City available fiber strands.

The compensation basis for providing the above services assumes monthly invoices for time and tasks on which progress work is performed. This is NOT a fixed price proposal. The cost incurred will be continuously monitored by CCA. If they begin to depart from the estimates, immediate discussion of the issues involved will occur with City staff. Changes in how the work is done and/or the tasks performed will be considered for revision to maintain the proposed estimates. Otherwise, City of Charlevoix will need to specifically approve increases in the estimated costs before further work proceeds.

We will proceed with the first stage in this project upon receiving notice from City of Charlevoix to proceed with the Scope of Work.

John W. Childs, President

Project Operation

The resources of CCA will be made available to the City on an initial start of work invoice. Actual stage by stage work will be invoiced on a time and materials basis. The purpose of this agreement model is to achieve rapid and appropriate support of all of the tasks requested by and authorized by City authorized persons.

The concept is to be available to the City on an “as needed” basis to perform tasks in the Scope of Work and to undertake such additional work as may be defined by City authorized personnel and accepted by CCA over an agreed upon calendar time period. Currently, that time period is December 2013 through March 2014. This period may be changed prior to the start of work.

Work undertaken during the stated stages will be reported and invoiced monthly. Documents produced as “work product” will be supplied to City to track the work performed by CCA.

Key project personnel:

While there is specialization within CCA, all of the persons assigned to provide service have extensive knowledge and skill in instructional technology (degrees and experience), wide knowledge and experience in school settings, and excellent project operations skills.

Our staff works well with diverse students, communities, teachers, administrators, board members, and vendors supplying services under contract. Each member of CCA has “hands on” knowledge of all aspects of technology in cities, counties, and schools.

a) Overall Project Support, John W. Childs, Ph.D.

Dr. Childs’ degrees include a doctorate in Curriculum and Instruction and an M.A. in School Administration from Michigan State University. As Professor of Education at Wayne State University, 1965–1994, he directed the Instructional Technology Program, served as Interim Dean of the College of Education, and engaged in extensive research and development work with the application of technology to instruction and administration of schools. He was named Distinguished Educator of the Year in 1989. He has performed many planning and development functions for schools, cities, and counties. He has worked with telephone system bidding and installation over the past 30 years and with fiber optic network use in the multi-facility use of telephone systems since 1979.

b) Project Fiber Optic Technical Designer and Field Supervisor:

Charles Hardin

Chuck's extensive experience with national and local fiber optic networks equips him to design large or small networks for our clients. For many years, he has had direct responsibility for engineering and supervising installation of fiber for utilities as well as managing quality control for fiber transmission for a major national telephone company. Recently, he has provided design engineering for fiber optic network outside plant throughout Genesee ISD and local district systems in Ypsilanti, Walled Lake, Clarkston, Farmington, Saginaw, Midland County, City of Midland, and Midland Educational Service Agency, and others.

c) Project Design Support Staff:

Ralph Bach, BA, MBA, CNE, CCNA, Data Network Engineer

Blending his educational skills with his data network engineering skills makes Ralph uniquely suited to provide our clients with the best possible educational technology outcomes. In addition to his teaching degree, Ralph is a Certified Novell Engineer, a Cisco Certified Network Associate, and has completed his Information Technology and Services Certification at MSU as well as his Cisco Certified Network Professional.

d) Project Evaluation and Analysis

Doug Bevill, Ph.D.

During evaluation of RFP responses, Dr. Bevill conducts compliance and requirements analysis and exams vendor accuracy in responding to the RFP. He also assists in the process of validating the costs proposed by the respondent and cross checks the table of analysis for each vendor.

e) Sheryl Childs

Maintains project documents, and constructs the client's final project documentation. Sheryl supports each member of the project team and arranges client meetings.

Project Fee

CCA agrees to make available to the City its professional guidance, design, implementation, and field supervision support services as indicated in the Scope of Work and the estimated Costs.

Additionally, estimated Reimbursable Expense
for the project for large quantity duplication
of reports, prints, and bid documents
(only actual expenditures are billed)

\$250.00

Time and Materials Fee Schedule, January 2, 2013

Technology Design Functions	Per Hour
Principal Staff: Technology Planning, Project Design, Project Management	\$150
Technical Analysis and Planning	\$100
Fiber network assessment, Excess Capacity planning, market analysis for Excess Capacity Sale	\$100
Technical Support: CAD, Graphics, Desktop Publishing, and other project support	\$80
Office Support: Records, Communications, RFP Processing, other	\$60

Ordinary support expenses - routine fax, telephone, local travel to client, and routine office functions are included in the base hourly fees.

Specific reimbursable expenses are: out-of-state travel, lodging, duplication of bid specifications, blueprint reproductions, and shipping expenses of documents to vendors.

Reimbursable materials expenses are billed separately from service fees.

This fee schedule is subject to annual revision, however for this project it is fixed at the 2012 rates in the above table.

Signatures of Parties:

Name and Title

City of Charlevoix, MI

John W. Childs, President

Childs Consulting Associates, Inc.
514 513 Lakeside Dr.
P.O. Box 550
Mackinaw City, MI 49701

End of Agreement



Downtown Traverse City could host free Wi-Fi

By BRIAN MCGILLIVARY bmcgillivary@record-eagle.com [Traverse City Record-Eagle](#)

TRAVERSE CITY — Two city agencies will move ahead on a proposal to build a free-to-the-user Wi-Fi Internet system to cover downtown Traverse City and the Open Space at an expected cost of \$500,000 to \$600,000.

Board members for Traverse City Light & Power instructed their staff to work with the city's Downtown Development Authority to create a formal proposal. It's the first time the utility board has given any direction on an idea that's been kicking around since last decade.

"It's been discussed ... for years but it's never gotten too far down the road and the board's never been asked to take a position publicly," said Tim Arends, executive director for TCL&P.

TCL&P would construct the system over the winter and pay up-front costs. The DDA then would reimburse the utility over a 10-year period, plus operating costs of about \$30,000 a year.

"This is an amenity to folks downtown, local visitors or visitors from afar," said Rob Bacigalupi, DDA interim director. "We need to continue delivering what the expectation is, and that's a high-quality experience and that means having the amenities people expect."

Downtown business owners offered mixed reaction. They like the idea but question the cost.

"Obviously, it's great for the tourists and I think a lot of people would use it, but that's a lot of money that could be put to better uses," said Lauren Creighton, owner of Love Traverse City.

A better use, from Creighton's perspective: directing funds to more trash pickup in the summer to keep the downtown clean.

Nate Farran, operations manager of M 22, also noted it's a lot of money and wondered if free Wi-Fi might have a negative impact on coffee shops and other businesses that use it to entice customers. But he considers it a good thing for the city and most businesses.

"The coolest thing about Traverse City is it's been innovative and up-to-date with technology," Farran said. "It's the cool city of northern Michigan and free Wi-Fi helps that a little bit."

The system also could have municipal government uses for both agencies, such as the use of smart parking meters that could accept credit cards or smart electric meters that could be read over the Internet. But neither agency has yet committed to using those technologies.

That leaves the benefits less quantifiable, Bacigalupi said.

"In the end that's what we will be talking about," Arends said. "Is this a benefit to the community?"

Legal objections raised by TCL&P board members Barbara Budros and Jan Geht could delay or scuttle the project. Both are lawyers and disagree with positions by city attorney Lauren Tribble-Laucht and TCL&P attorney Peter Doren that the utility has the legal authority to provide telecommunications services such as Wi-Fi.

Utility board members agreed to hire an outside legal specialist to resolve the issue if the lawyers can't work it out among themselves.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion of Alternative Options for Dock A Expansion Project

DATE: May 5, 2014

PRESENTED BY: Rob Straebel

Mike Spencer

Jim Muschell, United Designs Associates

- ATTACHMENTS:**
1. Minutes of March 3, 2014 meeting
 2. Dock A-Current
 3. Dock Expansion Proposals- A, B and C Options

BACKGROUND INFORMATION: At the March 3 City Council meeting, the City Council voted to postpone a decision on dock expansion for various reasons. See attached minutes from that meeting.

With a fair amount of opposition to the full 159' 9" expansion to Dock A, Staff felt giving City Council two other shorter dock expansion options would be beneficial to the discussions. We have also included the current, full dock expansion project for comparison. To estimate Return on Investment (RoI), Staff has used seasonal dockage rates for specific boat lengths. RoI uses net revenue increases to determine payback period. As of Thursday at noon, we have not received costs estimates for the two dock expansion options from Jim Muschell. We will send the estimates to Council when they are received.

We have not estimated revenues on the increase in length at the end of the dock from the current 115' to 141'9" as proposed. The end of the dock is generally used for transient boaters, large sailing ships, etc. Any additional revenues on the added length at the end of the dock would be minimal, \$3,000-\$4,000. Currently, we have the following slip lengths on Dock A-see Attachment-Dock A Current:

Three -45' slips

Five- 50' slips

Two- 65'slips

Three -80'slips

End of dock is 115'

1. Dock Expansion-Option A (33'3" of Additional Dockage)

- ❖ Three Additional 80' slips (two current 65' slips would become 80' slips)
- ❖ End of Dock is 141'9"

Net Slip Increase- 1

Return on Investment

Estimated Cost- \$_____

Estimated Net Increase in Revenues \$15,940

Estimated Return on Investment \$_____/ \$_____ or ____ years

2. Dock Expansion-Option B (96'6" of Additional Dockage)

- ❖ Four Additional 50' slips
- ❖ Four Additional 80' slips (two current 65' slips would become 80' slips)
- ❖ End of Dock is 141'9"

Net Slip Increase- 6

Return on Investment

Estimated Cost- \$ _____

Estimated Net Increase in Revenues \$67,896.00

Estimated Return on Investment \$_____/ \$_____ or ____ years

3. Dock Expansion-Option C (Full 159' 9" Dock Expansion)

- ❖ Six Additional 50' slips
- ❖ Seven Additional 80' slips (two current 65' slips would become 80' slips)
- ❖ End of Dock is 141'9"

Net Slip Increase- 11

Return on Investment

Estimated Cost- \$363,000

Estimated Net Increase in Revenues \$101,640

Estimated Return on Investment $\$363,000/\$101,640$ or 3.5 years

Option A is the least impactful from a visual standpoint but does very little to increase revenues to the City Marina. Option B may be the best compromise between economic development and minimizing visual impacts to Round Lake. Option C has a fair amount of opposition because of the perceived intrusions on Round Lake viewsheds; however, Option C does bring in over \$100,000 in marina revenues and would be an economic stimulus for the downtown area and greater Charlevoix.

If consensus is reached, City Council should schedule a Public Hearing for May 19 to solicit public comment.

RECOMMENDATION: Discussion with direction to Staff.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, March 3, 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: Paul Ivan, Acting City Manager
City Clerk: Deputy Clerk Stephanie Brown
Members Present: Council members Leon Perron, Jeff Porter, Peggy Brennan, Shane Cole, and Shirley Gibson
Absent: Lyle Gennett

III. Inquiry Regarding Possible Conflicts of Interest

Councilmember Cole indicated that he has a conflict of interest on Item VII.E., Natural Gas Contract.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – February 17, 2014 Regular Meeting Minutes
- B. Accounts Payable Check Register – February 21, 2014
- C. Accounts Payable Check Register – March 3, 2014
Councilmember Porter asked for, and received, additional information on check no. 109018, payable to Young, Graham, Elsenheimer.
- D. ACH Payments – February 18, 2014 – February 28, 2014
- E. Tax Disbursement – March 4, 2014
- F. Payroll Check Register – February 28, 2014
- G. Payroll Transmittal – February 28, 2014

V. Public Hearings

A. Public Hearing on Proposed Expansion to Dock A

City Planner Mike Spencer provided a brief review of the proposed project and answered questions from Council. Planner Spencer provided explanations as to why expansion of Dock A is the only feasible option at this time and specifically addressed the issues involved in expanding Docks B, C, and/or D, along with the issues involved in "Mediterranean Mooring".

Mayor Carlson opened the public hearing at 7:11 p.m.

Bob Timms addressed Council, stating that a 150' expansion would intrude on Round Lake excessively and suggesting that a 70'-80' expansion would be sufficient.

Bernie Ward III recapped key points of his letter in opposition to the expansion, and suggested a smaller dock be built north of Dock A or improve docking methods on the existing docks. Mr. Ward questioned if an expanded dock would be strong enough to hold the larger boats steady.

Joshua Mack of Sunshine Charters spoke against the concept of Mediterranean Mooring. Additionally, Mr. Mack stated that the addition of a 150' dock would significantly increase congestion which may lead to fewer visitors.

The owner of the Keweenaw Star spoke against Mediterranean Mooring and noted that there is already a significant amount of sill built up against the sea wall. Additionally, expanding Dock A would create problems with the storm surges experienced in Round Lake. He suggested that, if the expansion moves forward, the dock should be built to withstand strong weather forces.

Joanne Beemon noted that when the Marina was originally created, the process took two years and a lot of compromise. She believes that the democratic process is being set aside for the benefit of a few individuals that want large slips and have the money to pay for them. Ms. Beemon suggested that the City's time and effort should be put towards addressing existing needs, such as pavilion repairs.

Jodi Laurent asked how the City determined that there is a need for eight large slips, and suggested that an expansion for two slips would be a more practical approach.

James Stewart, City taxpayer, questioned the Harbormaster's statement that he has turned away multiple requests for dockage, and requested that specific numbers be supplied. Dr. Stewart is vigorously opposed to the expansion.

Pat Duffy, City resident, stated that she is not impressed with the prospective revenue and is uncomfortable with the unclear figures for cost. She is opposed to any expansion which could take away from the beauty of our City and harbor, and suggested that the City track numbers of boaters that are turned away for one season before considering any change.

Beth Pearson, CED Director, noted that the DDA unanimously passed a resolution of support for the expansion project, citing reasons of economic development and increased revenue streams. Ms. Pearson noted that Harbor Industries, ALP Lighting, and Nucore are three businesses which were established in Charlevoix because of the Marina, and that they have brought hundreds of jobs to the area. Ms. Pearson believes that expanding the Harbor would not only benefit the downtown, but the entire City.

Nancy Ferguson, representing Water and Air Team for Charlevoix (WATCH), addressed Council. To date, they have spoken to 25 individuals, 22 of which are opposed to the project. Ms. Ferguson asked Council to pay attention to who is in favor of the project, business owners or taxpayers? She also asked if other marinas in our area could accommodate the larger boats. Charlevoix is a beautiful community, and we need to work to keep it that way. WATCH is opposed to the expansion.

Jodi Bingham, downtown business owner, is in favor of the expansion. Ms. Bingham noted that there used to be large boats in the harbor and people came into town to see them; the harbor no longer supports the large boats. She stated that the in-surge of beautiful boats brings tourists to town to view the boats. Ms. Bingham also reported that the additional slips would not only provide direct revenue to the City, but would also provide additional revenue to the downtown businesses. Ms. Bingham asked that the City find ways to accommodate the larger vessels.

Greg Stevens, former City resident, noted that the proposed expansion is significantly larger than the formerly proposed fireplace. Mr. Stevens noted that the people opposed the fireplace because it limited views of the harbor. This expansion would limit views significantly more.

Mary Eveleigh asked Council to determine what the designated "use line" is for. Planner Spencer explained that Ferguson & Chamberlain, who performed the survey, is concerned with the riparian line, not the use line. The use line has no legal bearing, and no one knows what "use line" means. Planner Spencer stated that this reference has been removed from currently used documents. Ms. Eveleigh stated that the use line had some reason, and that the reason should be determined before any action is taken to build over that line.

Planner Spencer reviewed reasons why Docks B, C, and D cannot be expanded: expansion of Docks C and D would intrude into the riparian line; expansion of Dock B would not allow slips for the larger boats.

Mayor Carlson noted that the democratic process has been followed: there have been multiple opportunities for the public to speak about this project. Mayor Carlson also stated that the project is being expanded due to need, not because an individual has come forward offering to pay for the project. Boaters bring a significant amount of business to our local economy. He also noted that, due to the loss of multiple industries, Charlevoix has gone from an industrial based to a tourism based economy. The expansion of the Docks would help the local economy. There is no way to effectively determine the cost of this project until the City chooses a plan, obtains DEQ approval, and puts the project out for bid.

Kirby Dipert, Charlevoix township resident and City taxpayer, is in favor of the project for many of the reasons already stated during the meeting, but asked if the economies of scale would benefit the project when considering the number of docks. He noted that expanding an existing dock would not require the infrastructure of a new dock, and that Mediterranean docking would mean loss of dock space for the Keweenaw Star and Sunshine Charters, resulting in loss of those businesses.

Alicia Mosher, City resident, noted that the City does have a "jewel" in the Harbor, but suggested that the City needs to share that jewel with others through sensible growth. Ms. Mosher also recommended that the City do more research on costs.

Planner Spencer noted that this process has been in review for several months; the original project may have taken two years, but that was for a new park. This project is the renovation of an existing park, and should not take as long. Planner Spencer reported that many of the questions raised tonight have been addressed by Staff, and that any citizen can stop into City Hall and request a detailed explanation. Planner Spencer also noted that the City Manager, the CED Director, and the Planning Department are all working hard to make the City's downtown vibrant.

Dave Juilleret suggested that the expansion is "overkill", and is not needed. Mr. Juilleret suggested that the City consider a launching station for kayaks, and reported that an expansion would make it more difficult for the smaller boats to dock. Mr. Juilleret asked about the cones that were supposed to be placed to help the public understand the length of the expansion.

Chief Ivan reported that the cones were placed, the area had a warm day, and the cones fell into the lake in less than 24 hours. Planner Spencer showed a picture of Round Lake with the cones placed.

Erin Bemis, Charlevoix Township resident and boater, is in favor of sensible growth and noted that when the 80' boats do not come into the harbor, two 35' boats can be docked in that slip.

Mayor Carlson closed the public hearing at 8:06 p.m.

Mayor Carlson reviewed written comments by the Harbormaster, stating that the only boats routinely turned away are in the 50'-80' range. Additionally, Mayor Carlson noted that the City Marina is allowed to charge "top tier" rates because dockage in Charlevoix is so desirable.

Mr. Muschell noted that, if Dock A is expanded, the Keweenaw Star may be able to utilize the end of the dock.

VI. Reports

Acting Manager Paul Ivan reported that there are six applications for the position of City Clerk, and the City Manager would like to create an interview committee with up to three Councilmembers, himself, Human Resources Assistant Jennifer Nash, and City Treasurer Joe Zielinski. Councilmember Perron, Gibson, and Brennan would like to serve on the Committee. The City Manager is hoping to move forward with the review of applications and interviews during the week of March 10.

VII. Requests, Petitions and Communications and Actions Thereon

A. Discussion with Possible Approval for Dock A Expansion Project

Councilmember Brennan recommended that the item be postponed for several reasons: many residents are absent until May, Ward 1 does not have full representation due to Councilmember Gennett's absence, there is a need for additional information on costs, and there is no timetable which is pushing the decision. Councilmember Cole agrees.

Councilmember Perron noted that our City's downtown is affected by larger economic factors than just the Marina and that, while the expansion may be beneficial to the downtown, it is not a "golden goose".

Councilmember Porter suggested that other considerations be made to refine the park, such as improvements to the shopper's dock and creation of a fueling dock.

Councilmember Gibson noted that several of the public comments tonight were excellent comments and stated that it is the smaller boaters that get off their boats and spend money in the community.

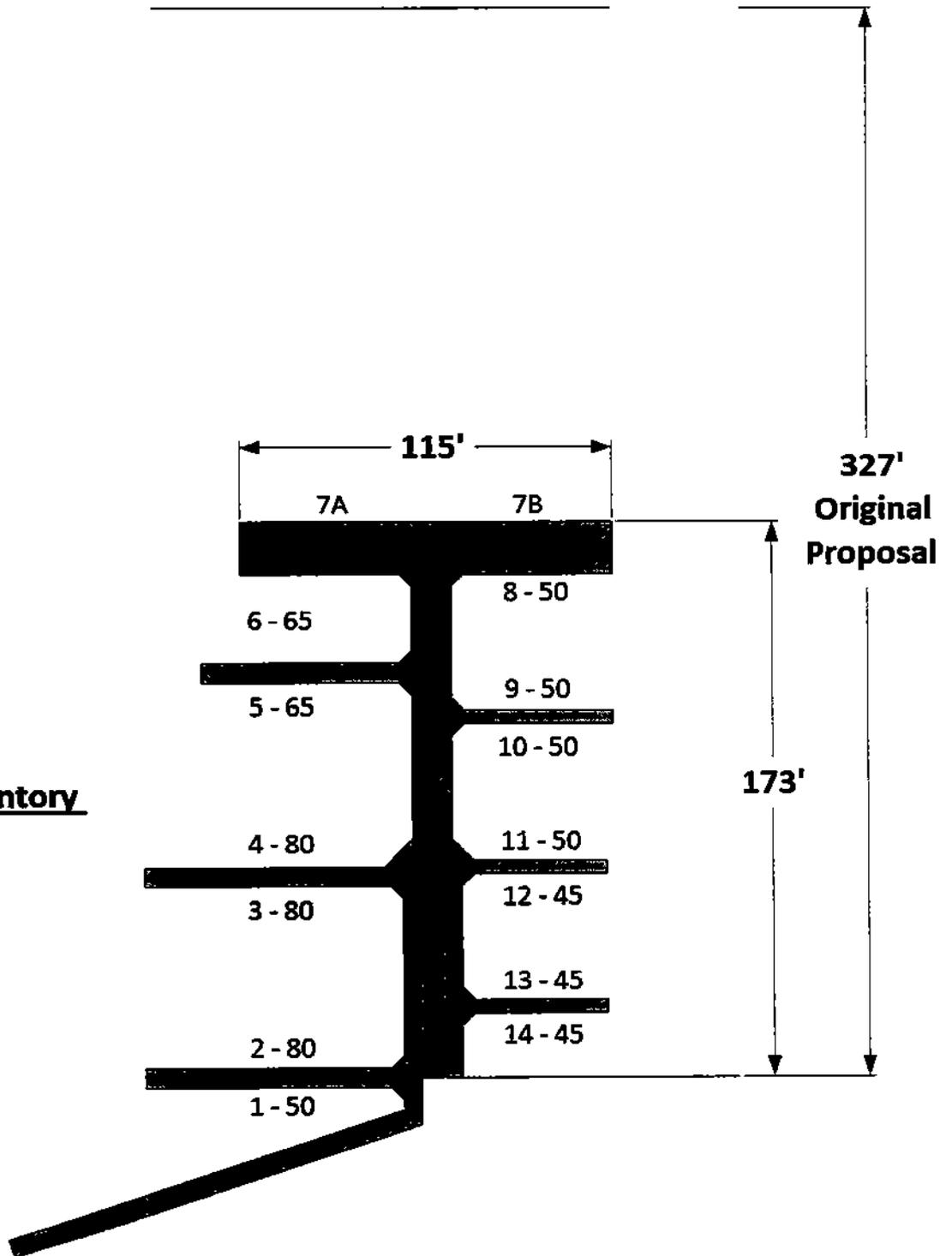
Motion by Councilmember Brennan, second by Councilmember Cole, to postpone any decision regarding the Marina expansion until the second meeting in May and direct Staff to place the item on the agenda for the first meeting in May.

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

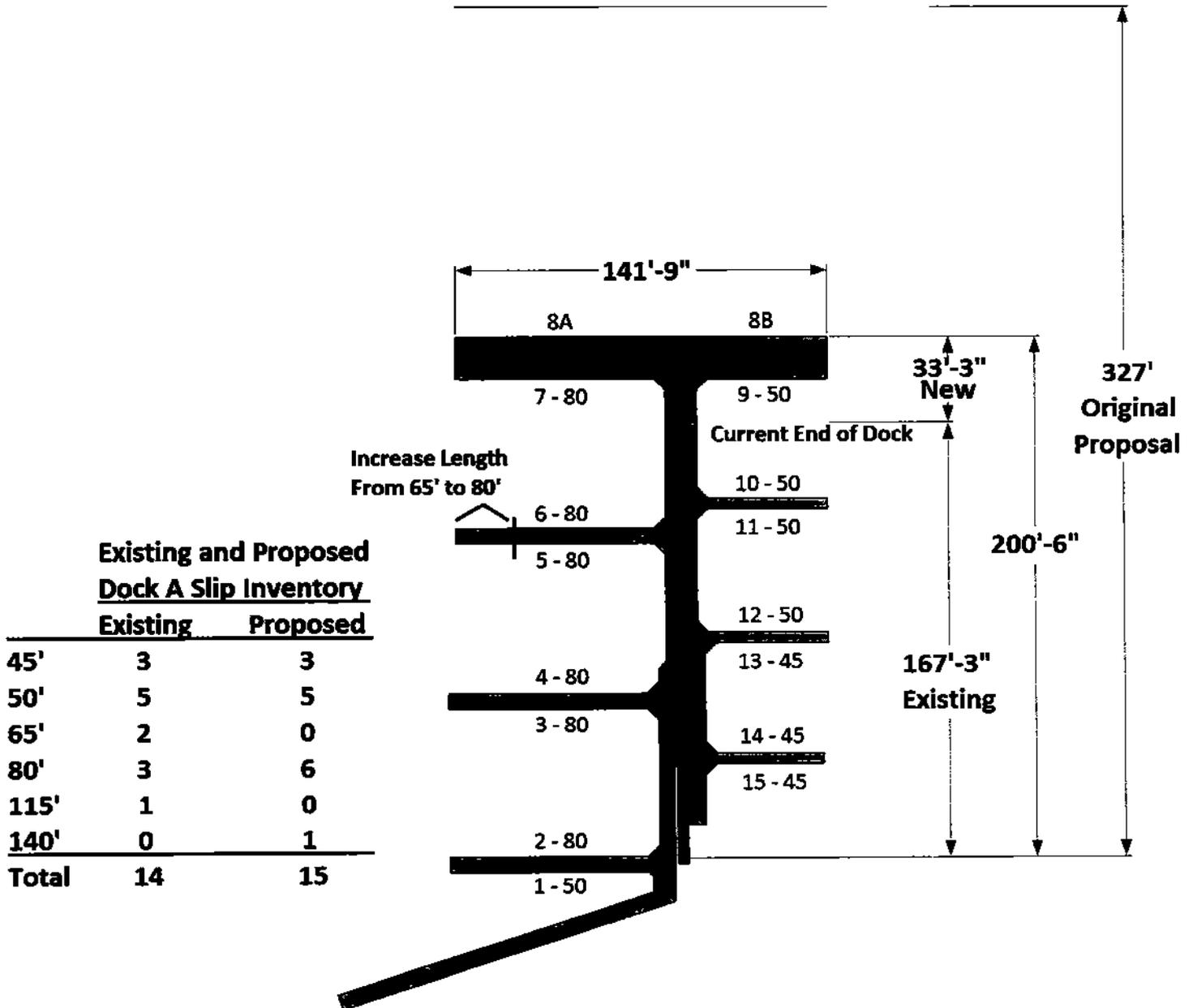
Dock A - Current

Dock A Slip Inventory

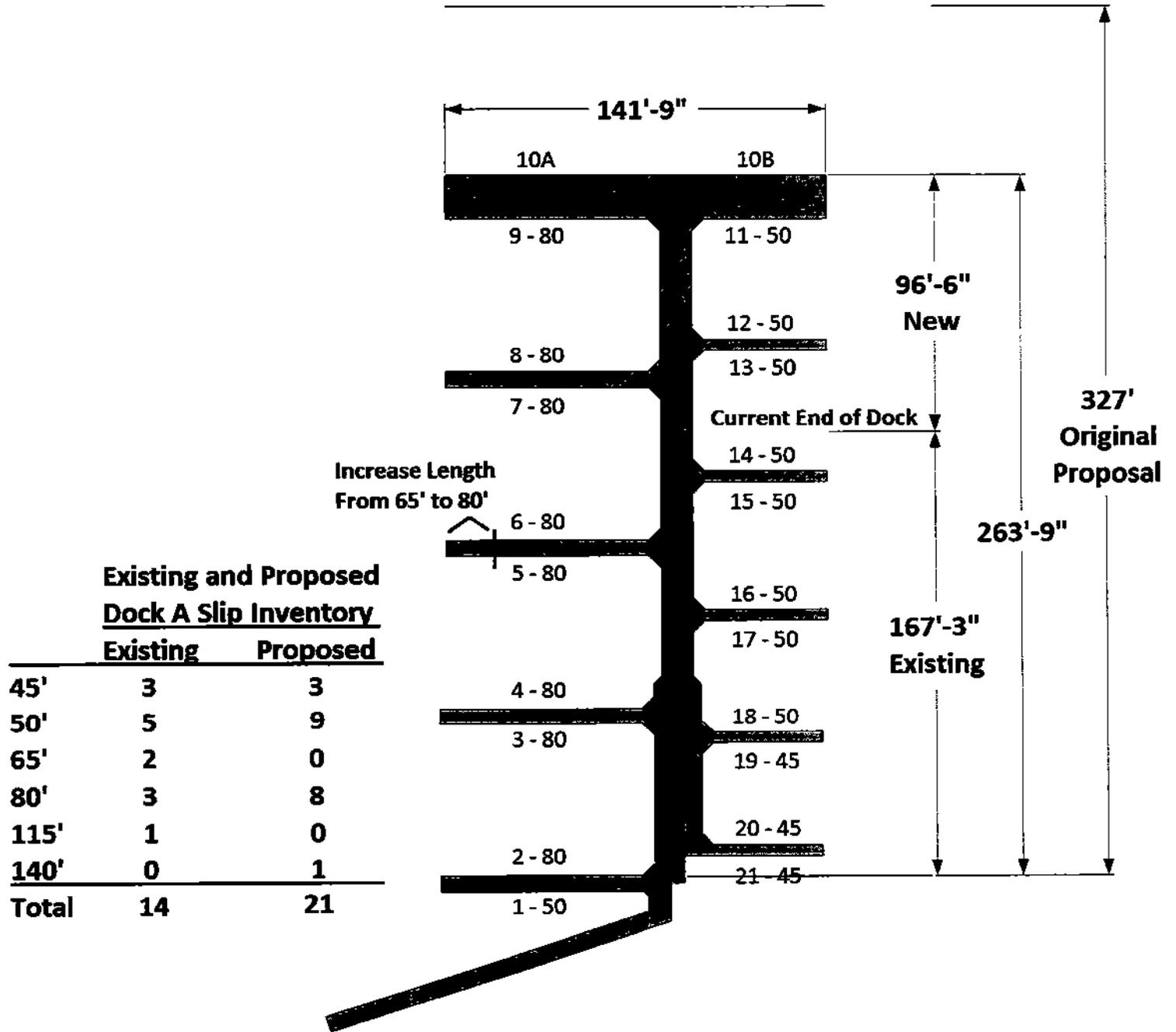
45'	3
50'	5
65'	2
80'	3
115'	1
140'	0
Total	14



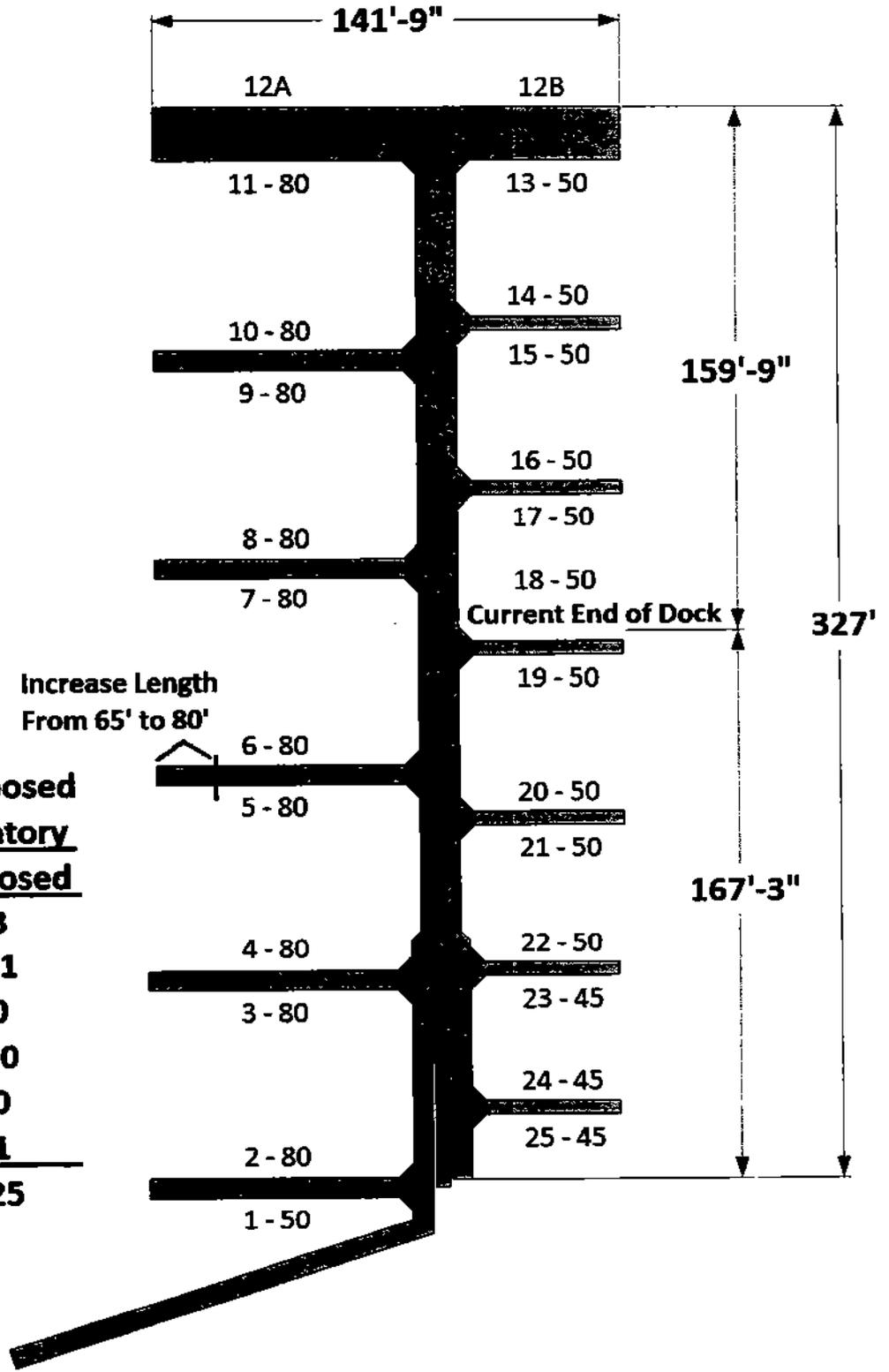
Dock A Expansion - Option A



Dock A Expansion - Option B



Dock A Expansion - Option C



**Existing and Proposed
Dock A Slip Inventory**

	<u>Existing</u>	<u>Proposed</u>
45'	3	3
50'	5	11
65'	2	0
80'	3	10
115'	1	0
140'	0	1
Total	14	25

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of Charlevoix Area Chamber of Commerce's Program of Action/Marketing Program

DATE: May 5, 2014

PRESENTED BY: Steven Seely, Chairman/CEO

- ATTACHMENTS:**
1. 2012 Agreement with Charlevoix Area Chamber of Commerce for Promotional and Advertising Services
 2. Charlevoix Area Chamber of Commerce's 2014 Program of Action and Resource Allocation Report for Charlevoix City Council dated May 5, 2014

BACKGROUND INFORMATION: In 2012, the City of Charlevoix entered into an agreement with the Charlevoix Area Chamber of Commerce (Chamber) for promoting and disseminating information on Charlevoix's industrial, commercial, educational, recreational, civic, and resorts in the Charlevoix area. The agreement expired on March 31, 2014. The Chamber received \$6,700 each year for these services. The City of Charlevoix has given the Chamber all the payments as outlined in the approved agreement.

Attached is a copy of the Chamber's Program of Action. The plan outlines the Chamber's strategy to keep business, grow/retain and recruit new businesses to Charlevoix. The report also includes the many items the Chamber does for the City's taxpayers and visitors. Chairman and CEO Steven Seely will be present to review the program with Council.

RECOMMENDATION:

Discussion and possible City Council direction on future agreements with the Charlevoix Area Chamber of Commerce to promote the City of Charlevoix.

AGREEMENT

This agreement is made to be effective as of the 9 day of May, 2012, by and between the City of Charlevoix, having offices located at 210 State Street, Charlevoix, Michigan, 49720 ("City"), and the Charlevoix Area Chamber of Commerce, having offices located at 109 Mason Street, Charlevoix, Michigan, 49720 ("Chamber")

RECITALS

- A. The City wishes to employ a promotional and advertising agency to publish and disseminate information to make known the industrial, commercial, educational, recreational, civic, resort and other advantages of the City.
- B. The Chamber wishes to promote and make known the industrial, commercial, educational, recreational, civic, resort and other advantages of the City.

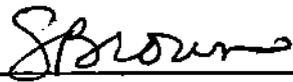
NOW, THEREFORE, in consideration of the above recitals, the City and the Chamber mutually and expressly agree to the following:

- 1. The Chamber shall publish and disseminate information to make known the industrial, commercial, educational, recreational, civic, resort and other advantages of the City, and shall maintain such hours of operation as are equal to or greater than the hours of operation of the general City offices.
- 2. This agreement shall expire on March 31, 2013, but the City shall have the option in its sole discretion to extend the agreement until March 31, 2014.
- 3. The City shall compensate the Chamber with an annual payment of Six Thousand Seven Hundred Dollars (\$6,700.00). The first annual payment of this contract shall occur before May 24, 2012 (City budget year 2011-12), the second payment shall occur before December 31, 2012 (City budget year 2012-13). If the City elects to extend this agreement through March 31, 2014, the final annual payment (City budget year 2013-14) occurring before March 31, 2014.
- 4. Not later than December 1st of each year, the Chamber shall submit a written report documenting how the previous year's annual fee was expended.

5. This agreement contains the entire agreement between the parties and may not be amended or modified without the express written consent of the City and the Chamber.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first written above.

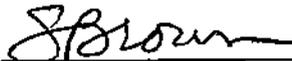
WITNESSES:



CITY OF CHARLEVOIX


Norman L. Carlson, Jr.
Mayor, City of Charlevoix

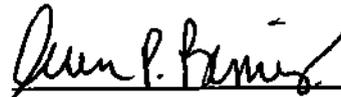
WITNESSES:




Carol A. Ochs
City Clerk, City of Charlevoix

CHARLEVOIX AREA CHAMBER OF COMMERCE


Rick Randall
Board Chairman


Erin Bemis
President and Executive Director



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First!

**2014 Program of Action
and
Resource Allocation
Report for Charlevoix City Council
May 5, 2014**



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2014 Board of Directors and Staff

Board of Directors:

Chairman/CEO, Mr. Steve Seely, Wells Fargo Advisors LLC
Vice Chairman, Ms. Alicia Mosher, Berkshire Hathaway HomeServices
Treasurer, Mr. Dennis Halverson, Rotary Club of Charlevoix
Past Chairman, Mr. Don Jess, Charlevoix Agency, Inc.
President/COO, Ms. Alison M. Hubbard
Ms. Jodi Bingham, Gaga for Kids
Mr. Keith Carey, Bay Winds Federal Credit Union
Mr. Jim Jeffreys, Fox Motors in Charlevoix
Mr. Richard Lobenherz, Prudential Preferred Properties Network
Mr. Justin Micheau, Verizon-The Cellular Connection
Mr. Darren Romano, Grey Gables Inn Restaurant
Mr. Michael Wojan, Wojan Window & Door Corporation
Mr. Rob Straebel, City of Charlevoix
Ms. Bethany Pearson, City of Charlevoix
Mr. Robert Gendron, Charlevoix Public Schools
Ms. Amanda Wilkin, Charlevoix Convention & Visitors Bureau

Staff:

Ms. Alison M. Hubbard, President/COO
Ms. Shelly Ferguson, Vice President
Ms. Mary Chapdelaine, Office Manager
Ms. Michelle Shooks, Director of Leadership
Mr. Kent Wood, Director of Government Relations



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First!

2014 PROGRAM OF ACTION:

KEEP BUSINESS:

EDUCATION

- Host a Charlevoix First! customer service seminar
- Community Branding Program
- CVX First! Placemaking Study
- CVX Promise Program

HEALTH CARE AND HOUSING

- Promote CVX Hospital Corporate Wellness Programs
- Promote health focused events
- Promote area health care facilities
- CVX First! Placemaking Study

SHOP LOCAL

- Charlevoix First! Community Branding Program-continue 24 month rollout
- Constitute Retailer "Think Tank"
- Promote Chamber Checks to members
- Promote Business Expo
- Support CVX Certification Program

GROW/RETAIN:

EVENTS/RECREATION/CULTURE

- Promote CVX Circle of Arts Initiatives
- Collaborate on Major Winter Event
- Introduce Charlevoix First! "Boomerang" Marketing addition
- Explore Craft Brew/Wine/Music Event
- Continue with "major" Chamber community events and transition lesser events to sponsors

INFRASTRUCTURE/MANUFACTURING

- Promote Manufacturing "WINS" in Biz Blast
- Complete WIMAX Program Study

BUSINESS EDUCATION AND CUSTOMER SERVICE

- Develop Charlevoix First! Landing Web page
- Combine Chamber/DDA Web Pages for ease of search access
- Host a Charlevoix First! customer service seminar
- Host a Social Media training seminar
- Continue Annual Award for Quality Service
- Promote Charlevoix First! Success Stories-possible annual awards addition

RECRUIT NEW BUSINESS:

QUALITY OF LIFE

- Expand Charlevoix First! to external audiences
- Promote Charlevoix First! Boomerang Marketing to external audiences
- Support development of CVX Promise program
- Promote CPS and CVX Hospital as major area benefits
- Develop with DDA Charlevoix First! videos
- Charlevoix First! Placemaking Study

EDUCATION (skills) AND JOBS

- Support development of CVX Promise program
- Support CPS "Cradle to Career" Interpersonal learning center-including students and adult fall-aways
- Promote Charlevoix First! Boomerang Marketing to CPS students
- Charlevoix First! Placemaking Study

TECHNIQUES FOR RECRUITING BUSINESSES

- Expand Charlevoix First! to external audiences
- Promote Charlevoix First! Boomerang Marketing to external audiences
- Charlevoix First! Placemaking Study
- Support development of CVX Promise program



More Experiences. Better.

charlevoix™
First!

**CHARLEVOIX AREA CHAMBER OF COMMERCE
109 MASON STREET
CHARLEVOIX, MI 49720
231-547-2101**

**2014 PROGRAM OF ACTION
DETAIL REPORT**

CITY/CHAMBER AGREEMENT

The City wishes to employ a promotional and advertising agency to publish and disseminate information to make known the industrial, commercial, educational, recreational, civic, resort and other advantages of the City.

The Chamber wishes to promote and make known the industrial, commercial, educational, recreational, civic, resort and other advantages of the City.

- The following is a running list of initiatives that the Chamber has implemented and is currently administering - or partnering with the City on - to help support and promote Charlevoix. This list is continually changing and evolving as we work to serve our community and membership in the best, most up to date, and efficient way possible.

CITY OF CHARLEVOIX PROMOTIONS - \$13,424 + Staff Time

- The following items are services that the Chamber provides to the City at no cost. Billable Cost indicates the dollar amount waived by the Chamber. Chamber Cost indicates the amount paid by the Chamber, over and above paid staff hours, to carry out the benefit or service.
- **CHAMBER MEMBERSHIPS: Billable Cost = \$2585 (not including employees) / Chamber Cost = Staff Time**
Complimentary Chamber membership for City owned and operated businesses including the City of Charlevoix, DDA, Municipal Marina, Municipal Golf Course, Mt McSauba Ski Hill, Mt McSauba Summer Camp, City Skate Park, Mt McSauba Disc Golf Course, Police Department, and Fire Department.

Membership Dues are calculated as follows:

General Business = \$258.50 + \$2.60 per full-time employee.

Membership Dues History:

2005 - 2012: \$235.00 (0% increase from 2005-2012)

2013 - 2014: \$258.50 (10% increase from 2012)

- **CHAMBER WEBSITE: Member Benefit / Chamber Cost = Staff Time**
Online directory listings for: City of Charlevoix, DDA, Municipal Marina, Municipal Golf Course, Mt McSauba Ski Hill, Mt McSauba Summer Camp, City Skate Park, Mt McSauba Disc Golf Course, Police Department and Fire Department.

- **EXPANDED ONLINE LISTINGS: Billable Cost = \$500 / Chamber Cost = Staff Time**
The above listed City entities are given a complimentary expanded listing online at www.charlevoix.org. This allows for the addition of a photo gallery, video, logos, and more.
- **VISITOR'S GUIDE: Member Benefit / Chamber Cost = Staff Time**
Member directory listings for City of Charlevoix, DDA, Municipal Marina, Municipal Golf Course, Mt McSauba Ski Hill, Mt McSauba Summer Camp, City Skate Park, Mt McSauba Disc Golf Course, Police Department, Fire Department. 30,000 copies printed + digital version online at www.charlevoix.org which received 102,907 views in the past 9 months, 272.5 hours viewing.
- **CHARLEVOIX FIRST LANDING PAGE: Start Up Cost for Chamber = \$688 + Staff Time**
Established and maintains landing page with logos linking to City, Chamber, DDA, CVB, Schools, Hospital, and Beaver Island websites.
- **ADVISORY & ALERT E-BLASTS: Billable Cost = Not Set, benefit available to City only / Chamber Cost = Staff Time**
City and DDA officials are able to communicate warnings and alerts to area businesses via individual Chamber E-Blasts. So far this year we have sent Run Water Advisories, Safe Drinking Water Announcement, and Planned Power Outage Alert.
- **AIRPORT BROCHURE RACKS: Start Up Cost for Chamber = \$325 for racks + Staff Time**
Provides and stocks brochure racks at municipal airport.
- **WIFI STUDY: Chamber Expense = Up to \$700 phase 1 + Staff Time. Plan to support phases 2 & 3 if applicable.**
Partnering with City to fund WiFi study.
- **PLACEMAKING: (Chamber Expense = TBD + Staff Time)**
Working with City to develop Placemaking initiative.
- **MAIN STREET PROGRAM: Chamber Expense = TBD + Staff Time**
Working with City and DDA to implement program.
- **BIZ BLAST E-NEWSLETTER: Member Benefit / Chamber Cost = Staff Time**
Weekly e-newsletter sent to all City officials to help keep everyone informed on Charlevoix business happenings and events.
- **MEMBER DATABASE SOFTWARE: Start Up Costs for Chamber = \$8626 / Ongoing expense = \$2,838 annually for hosting & Support Fee**
In a joint effort to support and promote Charlevoix business, the Chamber has given the DDA access and use of the Chamber's database software program, Chamber Master. This allows for information storage and retrieval, individual or mass email and print communications, communication record log, reporting and more.
- **CHAMBER/DDA JOINT WEBSITE: Chamber Cost included in Member Database Software cost + Staff Time**
In an effort to work together and eliminate cost and duplication of work, the Chamber invited the DDA to merge their website with the Chamber site.
- **PLAT BOOKS: Chamber Cost = Staff Time**
As a community service, the Chamber sells County Plat Books.

NOTE: BUILDING FUND: Chamber cost = \$2500

- **The Chamber deposits \$2500 annually into a Building Fund for the purpose of maintaining and repairing the building which the City leases to the Chamber for \$1 a year.**

INDUSTRIAL, COMMERCIAL, AND BUSINESS PROMOTIONS - \$12,650 + Staff Time

- **The following Chamber initiatives serve as both member benefits & community services. These are break-even programs (not factoring in Chamber staff time) for the Chamber financially, netting no profits unless otherwise specified.**
- **BIZ BLAST E-NEWSLETTER: Chamber Cost = Staff Time**
Weekly e-newsletter which allows businesses to make announcement, business updates, and promotions to over 1500 individuals throughout the region.
- **BUSINESS REFERRALS: Chamber Cost = Staff Time**
Full time staff available year round to answer questions, provide referrals and promote resources such as directions, phone numbers, contact names, dates of events, relocation packets, available businesses and services, etc.
- **VISITOR CENTER: Chamber Cost = Staff Time**
Fully staffed welcome center stocked with area and business info including brochures, maps, guides, rack cards, calendars, etc.
- **WEBSITE: Chamber Cost = \$2838 (already factored into the City Promotions cost) + Staff Time**
Maintains updated website with abundant local information to promote Charlevoix and local businesses.
- **RELOCATION PACKETS: Chamber Cost = Supplies + Postage + Staff Time**
Informational packets put together by Chamber staff and mailed to individuals interested in moving to Charlevoix.
- **COMMUNITY PROFILE & VISITOR'S GUIDE: Chamber Cost = Staff Time**
Full color publication which promotes business, recreational, resort, and tourism opportunities in Charlevoix. 30,000 copies printed and distributed annually. Digital version with active links available to view on Chamber website. Received 102,907 views in the past 9 months, 272.5 hours viewing.
- **CHARLEVOIX COUNTY PROFILE: Chamber Cost = Staff Time**
Full color publication promoting Charlevoix County as a great place to live, work, and play. 5000 copies printed and distributed. Digital version with active links available to view on Chamber website.
- **CHARLEVOIX FIRST: Chamber Start Up Cost = \$5000 + Staff Time**
Charlevoix Branding Campaign to encourage individuals to Think, Experience, and Enjoy Charlevoix First!
- **ECONOMIC DEVELOPMENT FORUMS: Chamber Cost = \$150 + Staff Time**
Partnered with the DDA, City, CVB, Schools, Hospital, and Beaver Island to provide a forum to bring important groups together to strategically identify and implement a focused community plan of action for 2014.
- **ANNUAL AWARDS PRESENTATION: Chamber Cost = Staff Time**
Honors outstanding individuals and businesses in our community. Awards include: Outstanding Citizen, Ambassador, Customer Service, Young Professional, New Business, and Business of the Year Awards.
- **BUSINESS EXPO: Chamber Cost = Staff Time**
A venue which allows area businesses and organizations to network, showcase, and promote their products and services to the community.
- **JOB FAIR: Chamber Cost = Staff Time**
Area employers are invited to attend and collect resumes and interview potential candidates.
- **CHAMBER CHECKS: Chamber Cost = Supplies + Staff Time**
Shop local gift certificate program which keeps dollars in our community.
- **SHOP LOCAL HOLIDAY PROMOTION: Chamber Cost = \$500 + Staff Time**
Partnered with DDA to encourage individuals to shop local during the holiday season. Winner received a \$500 Chamber Check redeemable at member businesses only. Chamber Check provided by the Chamber.

- **NORTHERN MICHIGAN CHAMBER ALLIANCE: Chamber Cost = \$5000 + Staff Time**
Partners with regional chambers to help our members stay informed on legislative issues and topics that affect northern Michigan business. Employ lobbyist to represent our common interests.
- **CHAMBER MONTHLY: Chamber Cost = Staff Time**
Printed in the Charlevoix Courier and County News each month. Content provided by Chamber staff includes new member businesses, events, Business of the Month recipients, and more.
- **JOB POSTINGS: Chamber Cost = Staff Time**
Chamber website allows member businesses to login and post job openings for individuals seeking employment.
- **FACEBOOK: Chamber Cost = Staff Time**
Chamber staff post daily. Focus is on business info, area happenings, events, and more. Currently at 1,151 likes and growing.
- **DOWNTOWN FARMER'S MARKET: Chamber Cost = Staff Time**
Developed successful summer market and transferred to DDA to run beginning in May of this year.
- **NETWORKING EVENTS: Chamber Cost = Staff Time**
Hosts monthly Business After Hours and First Friday Biz Breakfast events. Business After Hours are great business to business networking opportunities. The Breakfasts events allow member businesses to provide updates and educate those in attendance on their initiatives, products and services.
- **CHARLEVOIX VIDEOS: Chamber Cost = \$2000 + Staff Time**
Partnering with CVB and DDA to develop and fund a series of promotional Charlevoix videos which will be used to market Charlevoix as a great place to vacation, live, or run a business.

EDUCATIONAL PROMOTIONS - \$500 + Staff Time

- **The following Chamber programs serve as member benefits and/or community services. These are break-even programs (not factoring in staff time) for the Chamber financially, netting no profits unless otherwise specified.**
- **SEMINARS: Chamber Cost = Staff Time**
Provide annual educational seminars. Partnering with CVB & DDA to host Zingtrain Customer Service Seminar and Social Media Seminar in June of this year.
- **STATE OF THE COMMUNITY ADDRESS: Chamber Cost = Staff Time**
Informational event which provides updates on our community partners including city, county, commercial and civic entities. A complete report is available online and in print format.
- **LEADERSHIP CHARLEVOIX COUNTY: Chamber Cost = Staff Time**
Multi-faceted educational program that teaches our future community leaders how to learn, grow, and lead. LCC is currently establishing itself as a 501C3 organization with plans to branch off from the Charlevoix Chamber in June of this year. Chamber President will continue to serve on the LCC Steering Committee.
- **APPLE FESTIVAL: Profitable Event for Chamber**
High School Art Department provides the festival shirt design each year as part of their 2D design class.
- **CHAMBER SCHOLARSHIP: Chamber Cost = \$500 + Staff Time**
Chamber awards a minimum of one \$500 scholarship to a Charlevoix High School graduate each year. To qualify, student must be the son or daughter of a Chamber member business or the employee of a Chamber member business.
- **CHARLEVOIX PUBLIC SCHOOLS STRATEGIC PLAN: Chamber Cost = Staff Time**
Chamber is actively involved with this initiative to support the schools.

CIVIC PROMOTIONS - \$100 + Staff Time

- In addition to being a community service, the Following Chamber initiatives directly benefit our local non-profit organizations. These are break-even programs (not factoring in staff time) for the Chamber financially, netting no profits unless otherwise specified.
- **APPLE FESTIVAL: Proceeds From The Event Are Vital To The Chamber's Operating Budget**
Used as a major fundraiser for non-profit organizations serving Charlevoix County.
- **COMMUNITY NON-PROFIT LISTING: Chamber Cost = Paper + Printing Cost + Staff Time**
Distributed in relocation packets and from office upon request.
- **BIZ BLAST E-NEWSLETTER: Chamber Cost = Staff Time**
Member non-profit organizations are the biggest users of the Biz Blast to promote their fundraising events.
- **COMMUNITY CALENDAR: Chamber Cost = Paper + Print + Staff Time**
Local non-profit organizations utilize the calendar (both print & online) to promote their fundraising events.
- **VENETIAN FLOAT: Chamber Cost = \$100**
Chamber provides insurance coverage for the Venetian Float.
- **TICKET SALES: Chamber Cost = Staff Time**
Hub for ticket sales for member non-profit events and initiatives. Currently sell tickets for 10 – 20 events yearly.

RECREATIONAL, RESORT, & TOURISM PROMOTIONS - \$6,450 + Staff Time

- The following programs promote Charlevoix and assist locals and visitors in locating recreational opportunities, events, businesses, and services. These are break-even programs (not factoring in staff time) for the Chamber financially, netting no profits unless otherwise specified.
- **COMMUNITY PROFILE & VISITOR'S GUIDE: Chamber receives royalties from ad sales.**
Full color publication which promotes business, recreational, resort, and tourism opportunities in Charlevoix. 30,000 copies printed and distributed annually. Digital version with active links available to view on Chamber website. Received 102,907 views in the past 9 months, 272.5 hours viewing.
- **PURE MICHIGAN: Chamber Cost = \$3000**
Collaborated with CVB to help fund our Pure Michigan Campaign.
- **CHARLEVOIX VIDEOS: Chamber Cost = \$2000**
Partnering with CVB and DDA to develop and fund a series of promotional Charlevoix videos which will be used to market Charlevoix as a great place to vacation, live, or run a business.
- **VISITOR REFERRALS: Chamber Cost = Staff Time**
Full time staff available year round to answer questions and provide referrals (directions, phone numbers, contact names, dates of events, restroom locations, available businesses and services, recreational opportunities, etc).
- **BUSINESS/VISITOR CENTER: Chamber Cost = Staff Time**
Fully staffed welcome center stocked with area and business info including brochures, maps, guides, rack cards, calendars, etc.
- **EVENT CALL CENTER: Chamber Cost = Staff Time**
Call center to answer questions on area non-Chamber events such as Venetian, Operation Petunia, October Fest, Annual Garden Walk, etc.

- **EVENT SUPPORT & PARTNERSHIPS: Chamber Cost = \$1750 + Staff Time**
Partnered with DDA to promote and fund New Year's Eve Bridge Drop. Provide financial support to help promote Street Legends Classic Car Show and Trout Tournament.
- **COMMUNITY CALENDAR: Chamber Cost = Paper + Print + Staff Time**
Promotes area events year round. Available online and in print.
- **REGIONAL MAP & EVENT CALENDAR: Chamber Cost = \$500**
Directional map located in downtown kiosk at Bridge & Clinton Street. Updated yearly.
- **CHAMBER EVENTS: Proceeds From These Events Are Vital To The Chamber's Operating Budget.**
Hosts annual tourism driven events including: Summer Solstice Art Show, Charlevoix Art & Craft Show, and Apple Festival.
- **COMMUNITY EVENTS: Chamber Cost = \$1200 + Staff Time**
Hosts community events including: Easter Egg Hunt, Summer Open House, Sidewalk Sales, Community Tree Lighting, Holiday Parade, Merchant Open House, Cocoa Contest.
- **WEBSITE: Chamber Cost = \$2838 (already factored into the City Promotions cost) + Staff Time**
Maintains updated website with abundant local information to promote Charlevoix and encourage visitors.
- **POSTCARDS: Chamber Cost = Staff Time**
Prints full color postcards of Charlevoix. Available at Chamber.
- **WEDDING PACKETS: Chamber Cost = Staff Time**
Compile packets that wedding parties distribute to their guests. Bags can be customized, but generally include Visitor's Guide, county and city maps, Earl Young brochure, etc.
- **VISITOR PACKETS: Chamber Cost = Staff Time**
Compile and send informational packets promoting Charlevoix to potential groups and visitors.
- **FACEBOOK: Chamber Cost = Staff Time**
Chamber staff post daily. Focus is on business info, area happenings, updates, events, and more. Currently at 1,151 likes and growing.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Liquor License Application
Adventure Center USA, LLC d/b/a Charlevoix Cinema III

DATE: May 5, 2014

PRESENTED BY: David L. Campbell, Attorney

ATTACHMENTS: Redevelopment Liquor License Application from Adventure Center USA, LLC

BACKGROUND INFORMATION:

On November 30, 2012, Adventure Center USA, LLC acquired the Charlevoix Cinema III. Since purchasing the closed theater, the applicant has refurbished the business to create what is now a “state of the art” entertainment center. With the addition of the new liquor license, Charlevoix Cinema will be able to serve wine and beer at movies, sporting events and red carpet events with wait staff offering individual servings of both alcoholic and non-alcoholic beverages by the glass, thus creating a more attractive entertainment destination for local citizens as well as tourists.

In 2000, the Charlevoix City Council adopted Chapter 77, Liquor Licenses. This chapter outlines the application process for a new license, or for transfer of an existing license. A copy of Adventure Center USA, LLC’s application is attached.

Council’s evaluation of the redevelopment liquor license should consider the following factors:

1. Whether the applicant, or if a partnership or corporation any member of the partnership or corporation, has been denied a license in the past seven (7) years and the reasons for the denial.
2. Whether the application is complete and contains all of the information required by this ordinance.
3. Whether the application shows compliance with applicable city ordinances regarding off-street parking, lighting, refuse disposal facilities and landscaping/screening and, additionally, noise control.
4. The impact of the proposed license and associated business on the occupants and owners of adjoining properties.
5. Whether the proposed license and associated business will adversely affect traffic safety.
6. Accessibility to the sight from abutting roads.
7. The distance from public or private schools for minors.
8. Whether the business will cause noise which would so that public or private land will be adversely affected.

Requirements for license – new and/or transfer. Regardless of the City Council’s evaluation of the above factors, no license shall be issued under the following conditions:

1. A person whose license, under this Ordinance, has been revoked for cause. **Not applicable.**

2. A person who, at the time of the application or renewal of any license issued hereunder would not be eligible for such license upon a first application. **Not applicable.**
3. A person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is issued, or to a person, corporation or co-partnership that does not have sufficient financial assets to carry on or maintain the business. **Not applicable.**
4. A person on whose premises there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations, or any other applicable city ordinance. **No known violations.**
5. A person whose application proposes a use which would be in violation of any city zoning or police power ordinance, or state or federal law. **Planner Spencer has reviewed and has no concerns.**
6. A person in situations where there are delinquent unpaid real estate taxes and/or personal property taxes relating to the real estate or business which has been used, is used or will be used in conjunction with the license. **Real and Personal Property Taxes are current.**
7. A person where it is determined by a majority of the city council that the premises for which the license has been requested do not or will not within six (6) months after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise, or nuisance control or where a nuisance does or will exist. **Planner Spencer has reviewed and has no concerns.**
8. A person whose licensing activity will expand or intensify a non-conforming use under the city zoning ordinance. **Planner Spencer has reviewed and has no concerns.**

RECOMMENDATION:

Council must choose whether or not to hold a public hearing. There are two possible motions:

Motion to set a public hearing for Monday, May 19, 2014 at 7:00 p.m. for the purpose of considering a resolution to approve or disapprove a resolution for local government approval of a redevelopment liquor license.

OR

Motion to approve (or disapprove) Resolution 2014-05-xx, Local Government Approval of a redevelopment liquor license for Adventure Center USA, LLC.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the Charlevoix City Council council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from ADVENTURE CENTER USA, LLC d/b/a CHARLEVOIX CINEMA III
(name of applicant)

for the following license(s): Redevelopment Class C & SDM Michigan Liquor Control Commission Licenses

to be located at 107 Antrim Street, Charlevoix, MI 49720

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Charlevoix City
 council/board at a regular meeting held on _____
(regular or special) (date) (township, city, village)

Name and title of authorized clerk (please print): _____

Signature of authorized clerk and date: _____

Phone number and e-mail of authorized officer: _____

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

CITY OF CHARLEVOIX
Liquor License Application
Addendum for Redevelopment Liquor Licenses

Please note: this application must be submitted WITH the "Liquor License Application". You MUST answer all questions and include all attachments or the application will be returned to you. Bring or mail the applications to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to Public Act No. 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1), and the City of Charlevoix Redevelopment Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

1. Name, address, and contact information of applicant:
ADVENTURE CENTER USA, LLC d/b/a CHARLEVOIX CINEMA III
c/o Luther John Kurtz, 427 Michigan Avenue, Charlevoix, MI 49720

(231) 622-2052

2. Address of the real property at which the license will be used:

107 Antrim Street, Charlevoix, MI 49720

3. Is the establishment located within the Downtown Development Authority limits? Yes No
4. Will the establishment offer: Dining Recreation Entertainment
5. How many days per week and hours per day will the establishment be open to the public?

Seven (7) days per week; Ten (10) hours per day.

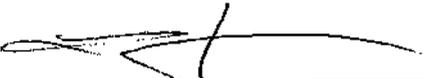
6. What is the seating capacity of this establishment?

420

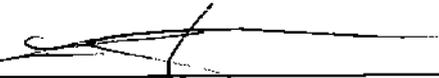
Attach the following, per Ordinance 758 of 2012, 7.305.B.3-6, and 7.305.B.8:

- Documentation whether the applicant has a real property interest in the real property with which the license will be used.
- Documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that will house the licensed premises, or which makes a commitment for a capital investment of at least \$75,000 which will be expended prior to the issuance of the license.
- Documentation of attempts to purchase a readily available escrowed or quota on-premise license within the City of Charlevoix, and why such license was not reasonably available.
- Documentation regarding the type of business with which the license will be used.
- Additional information or documentation that will show whether the application complies with the standards contained in Section 7.303.A. and Section 7.305.D. of the City Code.

As owner of the premises, (if not the applicant), I approve of the submission of this application:

Owner's Signature:  Date: 04/16/2014
Owner's Name & Contact #: (print) ADVENTURE CENTER USA LLC d/b/a
Charlevoix Cinema III c/o Luther John Kurtz
427 Michigan Avenue, Charlevoix, MI 49720
231-622-2052

I, the applicant, do state that all statements made on this application at attachments are true and complete.

Applicant's Signature:  Date: 04/16/2014
ADVENTURE CENTER USA LLC d/b/a
Charlevoix Cinema III c/o Luther John Kurtz

CITY OF CHARLEVOIX
Liquor License Application

You **MUST** answer all questions and include all attachments or this application will be returned to you. Bring or mail this application to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to the Michigan Liquor Control Code of 1998 being Public Act 1998 No. 58 (MCL 436.1101, et seq), and the City of Charlevoix Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

I. APPLICANT INFORMATION (if more than one applicant, please attach separate sheet):

Name of individual or business entity: ADVENTURE CENTER USA, LLC dba Charlevoix Cinema III

- A. If the business entity is a partnership or a limited liability company provide the name of person or persons entitled to share in the profits of the partnership or limited liability company (attach separate sheets if needed):

Luther John Kurtz

- B. If the business entity is a corporation, provide the names and addresses of the officers and directors of the corporation (attach separate sheets if needed):

LUTHER JOHN KURTZ, Manager/Member of LLC

427 Michigan Avenue
Charlevoix, MI 49720

If a majority interest in the stock of such corporation is held by one person or one person's nominee, please provide the name and address of such person:

Sole Member: Luther John Kurtz
427 Michigan Avenue, Charlevoix 49720

II. CITIZENSHIP

Provide proof of the citizenship of the applicant and all persons listed in Paragraph I, above. Attach copy of current passport OR attach copies of two forms of identification, such as Driver's License, State ID, or Social Security card.

If the applicant or any of the parties listed in Paragraph I above is/are a naturalized citizen of the United States, please provide the date(s) and place(s) of where citizenship was received.

 N/A

III. ATTACHMENTS

All of the following attachments **MUST** be included. Label each attachment as shown.

- A. Character of the proposed business including a description of services to be provided to patrons and the manner in which intoxicating liquor will be sold.
- B. The length of time the applicant has been in the business of selling intoxicating liquor, either in a retail business or in a tavern or restaurant establishment.
- C. A statement including a map showing a location of the premises or place of business which is to be operated under the liquor license, including:
 - (i) Street address and, if applicable, post office box number;
 - (ii) A legal description of the premises or place of business including the applicant's ownership interest in the premises and business, and the zoning district in which the premises or place of business is located;
 - (iii) A statement as to whether the applicant will offer entertainment at the licensed premise or place of business, and a description of the kind(s) of entertainment to be offered. This statement must address whether any entertainment will include public nudity. If the applicant is a corporation, attach the corporation's Articles of Incorporation, state in which incorporated, and proof of the date such a corporation was approved by the incorporating state.
- D. A copy of the building and site plan showing the entire structure and premises, specifically the areas within the building or structure where the license is to be utilized. Such site plan should demonstrate adequate off-street parking, lighting, refuse disposal facilities and plans, if any, for screening and noise control. A copy of a development plan which has previously been approved by the City is acceptable.
- E. All copies of financial information and documents provided to the Michigan Liquor Control Commission regarding financial responsibility.
- F. Please state whether the applicant has made an application for a similar liquor license on any premises other than the one described in this application and the disposition of that application.

IV. CONVICTION AND DISQUALIFICATION

Applicant certifies that the applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of any corporation or partnership listed in this application certifies applicant and all listed individuals listed on this application have never been convicted of a felony and that applicant and other individuals listed in this application are not disqualified and have never been disqualified to receive a license by reason of any matter or thing contained in this ordinance or in the laws of the State of Michigan.

V. STATEMENT OF GOOD FAITH

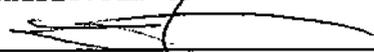
Applicant certifies that applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of the corporation and/or partnership listed in this application states that applicant and all named individuals listed in Paragraph I will not violate any of the laws of the State of Michigan or the United States or any ordinances of the City of Charlevoix in the conduct of the business.

VI. AFFIDAVIT AND PERMISSION FOR CITY, COUNTY AND STATE OFFICIALS TO ENTER THE PROPERTY FOR INSPECTIONS:

I agree the statements made above are true, and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations in the Michigan Liquor Control Code of 1998 and the Charlevoix City Code. Further, I agree to give permission for officials of the City of Charlevoix, Charlevoix County, and the State of Michigan to enter the property and any structures thereon where the licensed premises is located for purposes of inspection during normal business hours. Further, I understand that this is only a liquor license application and that such license conveys certain rights under the Charlevoix City Code and the Michigan Liquor Control Code, being Public Act 1998 No. 58, MCL 436.1101 et seq, and does not include any representation or conveyance of rights in any other statute, zoning under the City of Charlevoix's Code, or other property rights.

Finally, even if this liquor license is approved, I understand the City of Charlevoix Code and state statutes change from time to time. Therefore, I hereby acknowledge that any approval of this liquor license is subject to any change in the Charlevoix City Code or state statute as authorized by law.

ADVENTURE CENTER USA LLC d/b/a
Charlevoix Cinema III

Applicant's Signature:  Date: 04/16/2014
LUTHER JOHN KURTZ

For office use only

Reviewer's action: Total fee: \$ 100⁰⁰ Check # 1072 Date received: 4-17-14

This matter was: Approved / Denied by action of the City Council on _____.

Signature: _____

Title: _____

Joyce Golding

From: Michael Spencer
Sent: Thursday, May 01, 2014 8:32 AM
To: Joyce Golding
Subject: RE: Proposed redevelopment Liquor License

Joyce,

Looks like my email from before did not make it. There are no know outstanding violations or issues with the cinema concerning the zoning or nuisance ordinances. Please go ahead and process the application.

Mike

From: Joyce Golding
Sent: Thursday, May 01, 2014 8:31 AM
To: Michael Spencer
Subject: FW: Proposed redevelopment Liquor License
Importance: High

Good Morning Mike,
Stephanie mentioned that you have reviewed the cinema's license request and have not found any issues.
Would you send me an email confirmation so I can include it in the application file?
Thanks.

Joyce M. Golding
Clerk, City of Charlevoix
210 State Street
Charlevoix, MI 49720
(231) 547-3250
joyceg@cityofcharlevoix.org

From: Joyce Golding
Sent: Thursday, April 24, 2014 7:48 AM
To: Joseph A. Zielinski; Michael Spencer
Cc: Stephanie Brown
Subject: Proposed redevelopment Liquor License
Importance: High

Mike and Joe,

We have an application for a redevelopment liquor license for Adventure Center USA, LLC d/b/a Charlevoix Cinema III at 107 Antrim Street.

Mike - please review items 4, 5, 7, and 8 and let me know if you see any problems.
Joe - please check (or have Patti check) for item 6, delinquent taxes - personal or real - at this location (107 Antrim Street).

Requirements for license - new and/or transfer. Regardless of the City Council's evaluation of the above factors, no license shall be issued under the following conditions:

1. A person whose license, under this Ordinance, has been revoked for cause. **Not applicable.**
2. A person who, at the time of the application or renewal of any license issued hereunder, would not be eligible for such license upon a first application. **Not applicable.**
3. A person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is issued, or to a person, corporation or co-partnership that does not have sufficient financial assets to carry on or maintain the business. **Not applicable.**
4. A person on whose premises there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations, or any other applicable city ordinance.
5. A person whose application proposes a use which would be in violation of any city zoning or police power ordinance, or state or federal law.
6. A person in situations where there are delinquent unpaid real estate taxes and/or personal property taxes relating to the real estate or business which has been used, is used or will be used in conjunction with the license.
7. A person where it is determined by a majority of the city council that the premises for which the license has been requested do not or will not within six (6) months after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise, or nuisance control or where a nuisance does or will exist.
8. A person whose licensing activity will expand or intensify a non-conforming use under the city zoning ordinance.

Please let me know your response as soon as possible.

Thanks in advance for your assistance!

Joyce M. Golding

Clerk, City of Charlevoix

210 State Street

Charlevoix, MI 49720

(231) 547-3250

joyceg@cityofcharlevoix.org

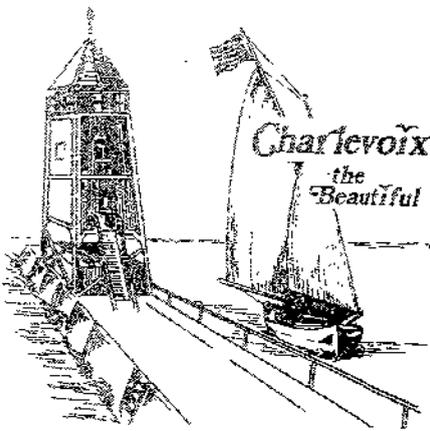
Joyce Golding

From: Patti Spencley
Sent: Thursday, April 24, 2014 8:05 AM
To: Joseph A. Zielinski; Joyce Golding
Subject: liquor license

Regarding Adventure Center USA there were no outstanding personal property taxes.

Patti Spencley

Deputy Clerk/Treasurer
City of Charlevoix
(231) 547-3261
(231) 237-0329 (fax)
cityofcharlevoix.org



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

April 23, 2014

Ms. Stephanie Brown

RE: Luther John Kurtz, [REDACTED]

To whom it may concern:

Please be advised that I have conducted a background investigation on the above with no findings.

If you have any questions, please feel free to contact me at 231-547-3258.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janine M. Warner".

Janine M. Warner
Office Manager
Charlevoix City Police Department

**DOCUMENTATION OF APPLICANT'S ATTEMPTS
TO PURCHASE LIQUOR LICENSE**

Applicant hereby documents its attempts to purchase available Escrow or Quota On-Premise Licenses within the City of Charlevoix and a License was not reasonably available.

Review of MLCC records indicate, with respect to On-Premise availability of Quota and Escrow Liquor Licensees, the following:

1. City of Charlevoix (#G106) has a population of 2,513 which authorizes two (2) Quota On-Premise Licenses. More than two (2) have been issued and there are no Quota Licenses available.
2. City of Charlevoix has one (1) Escrow Class C License held by Licensee, Celebrate Me Home, LLC, BID # 234475, which is presently pending a transfer before the MLCC under Request ID # 71738.
3. In addition, the City of Charlevoix has one (1) Escrow Class C Resort Liquor License held by Licensee Charlevoix State Bank, formerly held by Giuseppe's Restaurant located at 757 Petoskey Avenue, Charlevoix, MI 49720. Charlevoix State Bank will not sell this License separately from the real estate, furniture, fixtures and equipment (see attached letter from Licensee Charlevoix State Bank).

Michigan Department Of Licensing And Regulatory Affairs
ON-PREMISE AVAILABILITY REPORT

county	LGU Name	District/LGU	Population	Authorized	Issued	Allocated	Available	Type	
ASS	HOWARD TWP	L-86	6,207	4	1	0	3	Legal	
	JEFFERSON TWP	L-87	2,541	2	1	0	1	Dry	
	LA GRANGE TWP	L-88	1,726	1	2	0	0	Legal	
	MARCELLUS TWP	L-89	1,341	1	1	0	0	Legal	
	MARCELLUS VILLAGE	L-103	1,198	1	2	0	0	Legal	
	MASON TWP	L-90	2,945	2	0	0	2	Dry	
	MILTON TWP	L-91	3,878	3	0	0	3	Dry	
	NEWBERG TWP	L-92	1,632	1	2	0	0	Legal	
	ONTWA TWP	L-93	5,290	4	2	0	2	Legal	
	PENN TWP	L-94	1,473	1	0	0	1	Legal	
	POKAGON TWP	L-95	2,029	1	1	0	0	Legal	
	PORTER TWP	L-96	3,798	3	3	0	0	Legal	
	SILVER CREEK TWP	L-97	3,218	2	2	0	0	Legal	
	VANDALIA VILLAGE	L-104	301	1	1	0	0	Legal	
	VOLINIA TWP	L-98	1,112	1	0	0	1	Dry	
	WAYNE TWP	L-99	2,654	2	1	0	1	Legal	
			County Totals :	52,292	37	28	0	15	
	HARLEVOIX	BAY TWP	G-90	1,122	1	1	0	0	Dry
		BOYNE CITY	G-105	3,735	2	3	0	0	Legal
BOYNE FALLS VILLAGE		G-108	294	1	1	0	0	Legal	
BOYNE VALLEY TWP		G-91	901	1	1	0	0	Legal	
CHANDLER TWP		G-92	248	1	1	0	0	Legal	
CHARLEVOIX CITY		G-106	2,513	2	2	0	0	Legal	
CHARLEVOIX TWP		G-93	1,645	1	1	0	0	Legal	
EAST JORDAN CITY		G-107	2,351	2	2	0	0	Legal	
EVANGELINE TWP		G-94	712	1	1	0	0	Legal	
EVELINE TWP		G-95	1,484	1	1	0	0	Legal	

Transfer Pending



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County Name: CHARLEVOIX

LGU Name	Owner Name	DBA Name	Business Id	Violation History
CHARLEVOIX CITY	CELEBRATE ME HOME LLC		234475	N

1 Escrowed Licensee(s) in CHARLEVOIX County

ReQuery

Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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Official
Web Site[Michigan.gov Home](#)[LARA Home](#)[Sitemap](#)[Contact](#)[Online Services](#)[Agencies](#)**Business Id - 234475****Applicant/Licensee - CELEBRATE ME HOME LLC****DBA Name - NONE****Address - 305 BRIDGE CHARLEVOIX, MI 49720****Request Details**

Request Id	Status	Transaction	Transaction Completion Date
717838	Pending	TRANSFER OWNERSHIP OF 2013 CLASS C AND SDM LICENSED BUSINESS WITH SUNDAY SALES (PM) PERMIT, SUNDAY SALES (AM) PERMIT, OUTDOOR SERVICE (1 AREA), AND (2) BARS TO D&E HODGSON, INC.	

[Re-Query](#)[Return](#)Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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Escrowed



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County Name: CHARLEVOIX

LGU Name	Owner Name	DBA Name	Business Id	Violation History
BOYNE CITY	THIRSTY GOAT HOSPITALITY, INC.	THIRSTY GOAT	228551	N
BOYNE CITY	Y & T PROPERTIES, LLC		229193	N
CHARLEVOIX CITY	CHARLEVOIX STATE BANK		232653	N

3 Escrowed Licensee(s) in CHARLEVOIX County

[ReQuery](#)

Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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NO CURRENT DBA NAME

County Name CHARLEVOIX
LGU Name CHARLEVOIX CITY
Insurance Company NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC
Business Id 232653
Business Tax Id 383188669
Business Address 757 PETOSKEY, CHARLEVOIX, 49720
Business Phone 231.547.4411
Number of Bars 0

Licensees
 CHARLEVOIX STATE BANK

Stockholders/Members
 NONE

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr	Address
HINKLE, MICHAEL	ESCROW LICENSES	231.547.4411	NONE	%CHARLEVOIX STATE BANK 111 STATE STREET, CHARLEVOIX, MI, 49720

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	MCL Act
CLASS C RESORT-225293-2013	1.SPECIFIC PURPOSE(FOOD) 2.OD-SERV 3.DANCE 4.SS	TRANSFERABLE	ORIGINAL 550 RESORTS-CAN TRANSFER OWNERSHIP AND/OR LOCATION STATEWIDE
SPECIALLY DESIGNATED MERCHANT-225294-2013	NONE	TRANSFERABLE	NONE

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Michigan Liquor Control Commission
 Lansing, MI 48909-7505
 Ph: 517-322-1400
 Fx: 517-322-6137

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Resort Class C



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County Name: CHARLEVOIX

LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases through 02/2014	Previous Year Purchases for 2013
BOYNE FALLS VILLAGE	MARRIDO F. BECKMAN ENTERPRISES, LTD.	MOUNTAINSIDE GRILLE	162147	Y	\$.00	\$1,209.54
BOYNE VALLEY TWP	SYMONS GENERAL STORE, INC.	PIERSON'S GRILLE & SPIRITS	17549	N	\$22,861.92	\$75,191.77
CHARLEVOIX CITY	BELVEDERE CLUB	BELVEDERE CASINO	7645	N	\$.00	\$2,437.27
CHARLEVOIX CITY	EDGEWATER BISTRO, INC.	EDGEWATER BISTRO	212197	Y	\$3,547.46	\$21,614.58
CHARLEVOIX CITY	GLF, LTD.	GREAT LAKES WHITEFISH & CHIPS	7600	Y	\$3,394.83	\$48,459.24
CHARLEVOIX CITY	STAFFORD'S HOSPITALITY, INC.	WEATHERVANE RESTAURANT	6901	N	\$2,138.04	\$44,003.90
CHARLEVOIX CITY	T.J. WILDER ENTERPRISES, INC.	KELSEY B'S	231830	N	\$3,697.99	\$28,648.09
CHARLEVOIX TWP	BLAKE OPERATIONS, LLC		228792	N	\$166.39	\$10,608.43
CHARLEVOIX TWP	ESPERANCE, LLC	ESPERANCE	134368	Y	\$.00	\$2,483.24
EAST JORDAN CITY	GEMINI LANES, INC.		97954	Y	\$5,047.38	\$30,348.65
EVELINE TWP	IRONTON COVE LANDINGS INC.	THE LANDING'S	7513	Y	\$.00	\$14,652.49
HAYES TWP	DUNMAGLAS, INC.	DUNMAGLAS	7333	Y	\$.00	\$2,353.26
MELROSE TWP	JUNCTION INN, INC.	JUNCTION INN	7764	N	\$760.29	\$5,342.28
PEAINE TWP	ROSE OF ARRANMORE, LLC	CIRCLE M	223760	N	\$.00	\$11,858.46
ST JAMES TWP	BEAVER ISLAND LODGE, INC.	BEAVER ISLAND LODGE	128606	Y	\$.00	\$1,401.28
ST JAMES TWP	STONE ACRE GRILL, INC.	STONE ACRE GRILL	180432	Y	\$3,690.15	\$36,455.56
WILSON TWP	WNS PROPERTIES, LLC	B. C. LANES	229164	N	\$807.06	\$4,587.40

17 Active Licensee(s) in CHARLEVOIX County

County: CHARLEVOIX

Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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Class C



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County Name: CHARLEVOIX

LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases through 02/2014	Previous Year Purchases for 2013
BOYNE CITY	JEGA CATERING INC.	BOYNE RIVER INN	167413	Y	\$1,921.01	\$18,509.09
BOYNE CITY	K A M ASSOCIATES, INC.	WATERSTREET CAFE	217044	N	\$.00	\$468.86
BOYNE CITY	MAGNUM HOSPITALITY, INC.	RED MESA GRILL	5875	N	\$11,147.50	\$98,444.74
BOYNE CITY	MAGNUM HOSPITALITY, INC.	CAFE SANTE	223013	N	\$7,048.78	\$47,490.38
BOYNE CITY	S. LAKE STREET INVESTMENTS INC.	SPORTSMAN BAR & LENA'S WINE CELLAR	130696	Y	\$1,701.90	\$10,426.30
BOYNE FALLS VILLAGE	KNIEPS ENTERPRISES, INC.	JAKE'S PLACE OF BOYNE	225526	N	\$1,666.22	\$10,202.00
CHANDLER TWP	TEE & SKEE GOLF, LLC	SPRINGBROOK GOLF CLUB	232652	N	\$.00	\$.00
CHARLEVOIX CITY	MACKINAW FOOD SERVICES CORPORATION	PIZZA HUT	153436	N	\$.00	\$.00
CHARLEVOIX CITY	TOWN HOUSE BAR, INC.	TOWN HOUSE	319	Y	\$5,023.79	\$40,758.04
CHARLEVOIX CITY	VIKELL, INC.	SCOVIES GOURMET	227120	Y	\$.00	\$1,667.44
CHARLEVOIX TWP	FDB COMPANY	FLIGHT DECK BAR	228563	N	\$4,128.42	\$29,846.78
EAST JORDAN CITY	EMILY ALYCE MURRAY ENTERPRISES, LTD.	MURRAY'S BAR & GRILL	145011	Y	\$853.76	\$7,746.30
EVANGELINE TWP	WOODARD & HOUGHTON ENTERPRISES, INC.	BELLA VITA	225319	N	\$.00	\$9,187.83
EVELINE TWP	SOMMERSET POINTE HOSPITALITY, LLC	SOMMERSET POINTE	220285	N	\$1,087.08	\$14,046.79
HAYES TWP	ARGONNE, INC.	THE ARGONNE	2555	N	\$.00	\$2,767.71
MELROSE TWP	FOOD AFFECTS LLC	MORELS BISTRO	227491	N	\$.00	\$8,144.27
MELROSE TWP	MKB RESTAURANT HOLDINGS, LLC	BARREL-BACK	231555	Y	\$4,904.80	\$43,944.87
SOUTH ARM TWP	MALLARD PUB, LTD.	MALLARD GOLF CLUB	129910	N	\$.00	\$2,107.35
ST JAMES TWP	E. J. HODGSON ENTERPRISES, INC.	SHAMROCK BAR & RESTAURANT	2915	Y	\$680.92	\$32,970.44

19 Active Licensee(s) In CHARLEVOIX County

County: CHARLEVOIX

ReQuery

Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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DAVID L. CAMPBELL, P.C.
Attorney

701 South Bridge Street
Charlevoix, Michigan 49720

PHONE: 231-547-9989
CELL: 231-590-3758
FAX: 231-547-7013
david@dlcampbell.net

April 3, 2014

MICHAEL HINKLE, President
CHARLEVOIX STATE BANK
111 State Street
Charlevoix, MI 49720

Re: Charlevoix State Bank
Escrow Class C Resort Liquor License # 225293
757 Petoskey Avenue, Charlevoix, MI 49720

Dear Mr. Hinkle:

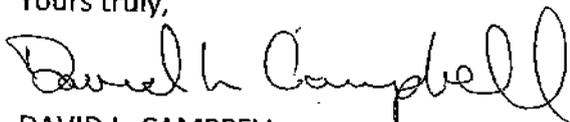
Please be advised that this office represents Mr. Luther Kurtz, Member of Adventure Center USA LLC d/b/a Charlevoix Cinema III, located at 107 Antrim Street, Charlevoix, MI 49720. My client is desirous of obtaining an On-Premise Consumption Class C Liquor License for the Charlevoix Cinema III. My review of the MLCC records indicates that Charlevoix State Bank is now the holder of the above referenced escrow Class C Resort Liquor License.

The purpose of this letter is to inquire as to the availability for sale of this License. We would only be interested in discussing the purchase of the License individually, without any furniture, fixtures, equipment or real estate.

Please contact me at your earliest convenience if you have any interest in just selling the license.

Thank you in advance for your cooperation.

Yours truly,



DAVID L. CAMPBELL
Attorney at Law

DLC/gjm

cc: Adventure Center USA LLC



111 State Street · P.O. Box 217 · Charlevoix, Michigan 49720 · (231) 547-4411 · FAX (231) 547-1840

April 7, 2014

David L. Campbell, P.C.
701 South Bridge Street
Charlevoix, MI 49720

Re: Charlevoix State Bank
Escrow Class C Resort Liquor License # 225293
757 Petoskey Avenue, Charlevoix, MI 49720

Dear Mr. Campbell:

In Response to your letter of April 3, 2014, please be advised that Charlevoix State Bank has no interest in selling the referenced liquor license individually.

As you are aware, it is our intention to sell the former "Giuseppe's" restaurant, inclusive of the furniture, fixtures, equipment, real estate and liquor license as a total package. The property is currently listed available for sale at the listing price of \$229,500.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Hinkle", written over a horizontal line.

Mike Hinkle
President

CITY OF CHARLEVOIX LIQUOR LICENSE APPLICATION
ATTACHMENT RE: CHARLEVOIX CINEMA III

- A. ADVENTURE CENTER USA LLC d/b/a CHARLEVOIX CINEMA III (Applicant) acquired Charlevoix Cinema III on November 30, 2012. Since purchasing the closed theater from Charlevoix State Bank, this Applicant has expended approximately Five Hundred Thousand (\$500,000.00) Dollars in acquisition and restoration costs associated with updating and refurbishing the business to create what is now a “state of the art” three screen movie entertainment center. Charlevoix Cinema III is the only theater in northern Michigan with digital projectors that additionally offer a 3-D experience.

The theater has always been an integral part of the downtown Charlevoix community. It is our belief that it will stand out even more by offering a unique cinema experience that includes an On-Premise Consumption Liquor License for its patrons consumption of alcoholic beverages. Applicant has no intentions of making this entertainment venue a “traditional drinking establishment” but rather, the focus will be to enhance the patrons overall entertainment experience.

With the addition of the new Liquor License, we plan to commence, primarily, serving wine and beer at the movies, sporting events and elegant red carpet events with wait staff serving individual servings of both alcoholic and non-alcoholic beverages by the glass.

It is our hope that the Charlevoix Cinema III will become more attractive as an entertainment destination for, not only the local citizens of Charlevoix but also the many thousands of downstate visitors to our beautiful resort community.

The theater is a perfect candidate for a new Downtown Redevelopment Liquor License.

- B. This will be Applicant’s first experience selling alcoholic beverages. Be advised, however, that all wait staff employees will be required to attend and successfully complete a Michigan Liquor Control Commission (MLCC) approved training course dealing with techniques of alcohol serving.
- C. See attached Map marked Exhibit A and incorporated herein by refernece. Applicant is a movie theater entertainment venue that will not involve any public nudity of any kind whatsoever.

Expenses spreadsheet.xlsx

L: 1012 P: 739 #2012-0000515 WD

RECEIVED FOR RECORD
STATE OF MICHIGAN, COUNTY OF CHARLEVOIX
CHARLENE A. NOVOTNY, REGISTER OF DEEDS
12/04/2012 03:35:47 PM PAGES: 1

RECEIVED CHARLEVOIX CO.
2012 DEC -4 AM 10:10

State of Michigan, County of Charlevoix, ss
Charlevoix, December 4, 2012 I hereby certify
that there are no tax liens of taxes held by the State or by
individuals on the land hereon described in the within instrument
and that all taxes due thereon have been paid for the five years
preceding the date of said instrument as appears by the records in
my office. This does not cover the process of collection by
Township, City or Village. Michael R. Hinkle
County Treasurer

BARRON TITLE AGENCY

WARRANTY DEED

The undersigned Grantor(s) Charlevoix State Bank, a Michigan banking corporation

whose address is 111 State St., Charlevoix, MI 49720

convey(s) and warrant(s) to Grantee(s), Adventure Center USA, LLC, a Michigan limited liability company

whose address is 8280 M-119, Harbor Springs, MI 49740

TAX CODE # 15-052-148-002-00 EQ

certain real property situated in the City of Charlevoix, Charlevoix County, Michigan, described as:

The South 1/2 of Lot 3 and the West 3 feet of the South 1/2 of Lot 2, Block 8 of the Plat of the Village (now City) of Charlevoix, according to the recorded Plat thereof;

subject to zoning and building regulations, easements, reservations, restrictions and rights of way of record.

The consideration for this Deed consists of the sum of Two Hundred Fifteen Thousand and No/100 (\$215,000.00) Dollars

Effective Date: November 30, 2012

Charlevoix State Bank

By: Michael R. Hinkle, President

STATE OF MICHIGAN)
)ss
COUNTY OF CHARLEVOIX)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Michael R. Hinkle, President of Charlevoix State Bank, a Michigan banking corporation.

Paul M. Barron
Paul M. Barron Notary Public
Charlevoix, County, MI
My commission expires: 11/22/2013

DRAFTED BY/RETURN TO:
Daniel B. Barron, Esq.
Barron & Engstrom, PLC
P.O. Box 309
Charlevoix, Michigan 49720
(231) 547-9950

Tax Code No. 15-052-348-002-00
When recorded return to Grantee
Send subsequent tax bills to Grantee
File No. 2012110377

REAL ESTATE TRANSFER TAX
STATE OF MICHIGAN, COUNTY OF CHARLEVOIX

TAX STAMP #30523 RECEIPT #12-835
L: 1012 P: 739 #2012-0000515
12/04/2012 03:35:47 PM
COUNTY TAX: \$236.50 STATE TAX: \$1612.50



supp report 040414
032[1].pdf

Num	Name	Memo	Split	Amount
Renovation Expense				
5024	Whitley's Floor Coverings		CSB Checking	3,000.00
	Home Depot	AC-HOME DEPOT	CSB Checking	223.81
5027	Dave Tripplehorn		CSB Checking	1,700.00
5028	Ace Hardware		CSB Checking	129.51
5026	Petoskey Cut Stone		CSB Checking	1,221.00
5041	Drew Anderson		CSB Checking	459.00
	Allen Diebold		CSB Checking	4,000.00
5040	Home Depot		CSB Checking	751.66
5047	Ace Hardware		CSB Checking	127.97
1052	Mitch Rickard		CSB Checking	1,380.00
5045	Harbor Hardwoods		CSB Checking	683.70
1054	Drew Anderson		CSB Checking	500.00
5048	Petoskey Cut Stone		CSB Checking	1,221.00
5057	Whitley's Floor Coverings		CSB Checking	3,150.00
1051	Dave Tripplehorn		CSB Checking	2,800.00
5064	Matt Berg		CSB Checking	1,000.00
5058	Charlevoix Glass		CSB Checking	155.13
	Mary Kurtz	AC-Adventure Ce	CSB Checking	1,850.00
5078	Ace Hardware		CSB Checking	1,252.27
5080	Preston Feather		CSB Checking	568.94
5059	Haggards Plumbing and Heating		CSB Checking	622.80
5079	Taylor Rental		CSB Checking	84.75
	Odonnell Glass		CSB Checking	360.90
	Performance Engineer		CSB Checking	340.50
	Ace Hardware		CSB Checking	106.04
	Mary Kurtz		CSB Checking	700.00
	Ace Hardware		CSB Checking	200.38
Total Renovation Expense Spring 2013				28,589.36
TOTAL				28,589.36

Seat Instalation Expense

Seat Cost	15,000.00
Delivery (including two 28 foot Uhaul box truck rentals)	5,000.00
	20,000.00

Expense relating to instalation:

3 Rack mounted stands: \$3600	3,600.00
3 Data Cable Brush: \$89.85	89.85
3 Extractor Adapters: \$737.49	737.49
3 Foot Locking Brackets \$300	300.00
3 PS2 Drawers: \$529	529.00
3 mounted planar touch screens \$51275.00	1,275.00
3 1500 VA UPS Rack Mounted: \$1650	1,650.00
3 SMC Tiger Switches: \$750	750.00
Misc. Cabling and Hardware: \$1350	1,350.00
Output board: \$211.77	211.77
Harkness Flat Screen: \$1372	1,372.00
Porthole for viewing projector: \$618.21	618.21
installation of rackmounts and wiring: \$7799.94	7,788.94
Tunning Auditoriums after speaker installation: \$330	330.00
Equipment removal: \$525	525.00
Porthole installation: \$500	500.00
T&E reimbursement for workers: \$2652.63	2,652.63
tax: \$127	127.00
Equipment Freight: \$6,298.27	6,298.00
	30,704.89

Owners Cleanup, design, painting, etc. at \$20/hour

6,400.00

Second 3D screen and instalation invoice:

Amplifier and Speaker wiring:
 New Flooring in Bathroom
 Engineering for Future Marquee:

4,694.22
 2,762.92
 3,150.00
 2,000.00

Total Expense exclusive of projectors: \$98,301.39
Total Expense Including Projectors and Servers \$248,969.39

Cost of building and old Equipment:

235,000.00

Total Expense Including Projectors and Servers \$ 483,969.39



Integrity Entertainment Systems, LLC

Fax: (518) 220-5003
 3010 Troy-Schenectady Road
 Niskayuna, NY 12309

Invoice

Date	Invoice #
12/13/2012	21595

Bill To
Charlevoix Cinema III 107 Antrim Street Charlevoix, MI 49720

Ship To
Charlevoix Cinema III Attn: Luther 231-622-2052 107 Antrim Street Charlevoix, MI 49720

P.O. Number	Terms	Ship	Via	F.O.B.	Project
		12/13/2012			

Quantity	Item Code	Description	Price Each	Amount
3	127-001102-01	CP2210 series II digital projector S/N 306647017, 306647016, 306647013	31,020.00	93,060.00T
3	003-003900-01	CDXL-16 M Digital Lamp S/N PBD805, PBD811, PBD863	707.00	2,121.00T
3	111-472205-01	Rack Mount Stand for Christie Projector "NEW ONES" With 2 Vented rear panels	1,200.00	3,600.00T
3	111-458209-01	Data Cabling Brush	29.95	89.85T
3	119-103105-01	CP2000-M Extractor Adapter	245.83	737.49T
3	119-100101-01	Foot locking brackets - M - CP2210	100.00	300.00T
3	700120-175	Touchpad Keyboard and Drawer PS2	193.08	579.24T
3	TouchPanel	Planar Touch Screen	425.00	1,275.00T
3	1500RMU2U-AD	1500 VA UPS Rack Mounted	550.00	1,650.00T
3	SMC6128L2 - AD	SMC TigerSwitch SMC6128L2 - 10/100 24 Port Switch	250.00	750.00T
3	SX-2000AR	GDC Digital Cinema Server, Higher Frame Rate for Christie Projectors, Ethernet cable instead of PCIe. With DCI s/w version S/N A20105, A20106, A20107	10,869.57	32,608.71T
3	TMS-1000	Theater Management System, one time charge per screen	550.00	1,650.00T
3	Miscellaneous	Miscellaneous Cable and Hardware	450.00	1,350.00T
2	108-329105-01	Zoom Lens for Digital Projector - 1.5 - 2.2:1 Aud #1&3	6,250.005	12,500.01T
1	108-327103-01	1.39-1.9:1 Zoom Lenses CP2000-M Aud #2	5,978.27	5,978.27T
3	750-25-VA	Output Board for CP750 8 Channel Balanced	70.59	211.77T
3	CP750	Digital Cinema Processor CP750 with 1 year warranty for the hardware; 3 years for the software	2,445.65	7,336.95T
180	Spectral-S	Harkness Spectral 240 3D Flat seam Standard perf, Web & eye, sq/Ft. 20x9 off tag	7.62661	1,372.79T
1	24X24PHWOG	Standard 24 x 24 Porthole 5 Degree Tilt Finished in Satin Black for w/Schneider Anti-Reflective Glass	618.21	618.21T
3	Projector Installati...	Projector Installation (not including expenses)	2,599.98	7,799.94T
3	B-Chain Tuning	B-Chain Tuning for Auditoriums	110.00	330.00T
3	35mm Disconnect	35mm Projector Disconnect - All Aud	175.00	525.00T
1	Design Fee	Port window installation	500.00	500.00T

All work is complete!

Sales Tax (0.0%)

Total



Integrity Entertainment Systems, LLC

Fax: (518) 220-5003
 3010 Troy-Schenectady Road
 Niskayuna, NY 12309

Invoice

Date	Invoice #
12/13/2012	21595

Bill To
Charlevoix Cinema III 107 Antrim Street Charlevoix, MI 49720

Ship To
Charlevoix Cinema III Attn: Luther 231-622-2052 107 Antrim Street Charlevoix, MI 49720

P.O. Number	Terms	Ship	Via	F.O.B.	Project
		12/13/2012			

Quantity	Item Code	Description	Price Each	Amount
		Subtotal		176,944.23
		Changes:		
3	750-25-VA	Output Board for CP750 8 Channel Balanced	70.59	211.77T
	Freight	Freight Actual	6,298.27	6,298.27T
	Other Charge	Tax Collected by Vendor	127.62	127.62
	Expense reimburs...	T & E Expenses	2,652.63	2,652.63T
		Payment Received \$87,650.00		
		Payment Received \$92,286.25		
		Balance Due \$6,298.27		

All work is complete!	Sales Tax (0.0%)	\$0.00
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Total	\$186,234.52
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A. DIEBOLD INSTALLATIONS INC.

Unit 1 – 105 Bayview Parkway

NEWMARKET, ON L3Y 3W2

Email: adii@rogers.com

Phone: 905-235-3389 or 423-314-6689

DATE: Jan. 20, 2013

INVOICE #1302

Attn: Mr. Luther Kurtz

Charlevoix Cinema III
107 Antrim Street
Charlevoix, MI, 49720

For Services Rendered at the Charlevoix Cinema III in Charlevoix MI

450 seats installed @ \$14.00/seat

\$6300.00

Total amount due: \$6300.00

Terms: Due upon completion by cash or certified funds

Thank you for your business!

Allen Diebold



Performance Engineers, Inc.
 406 Petoskey Ave.
 Charlevoix, MI 49720
 Phone (231) 547-2121
 Fax (231) 547-0084

Invoice

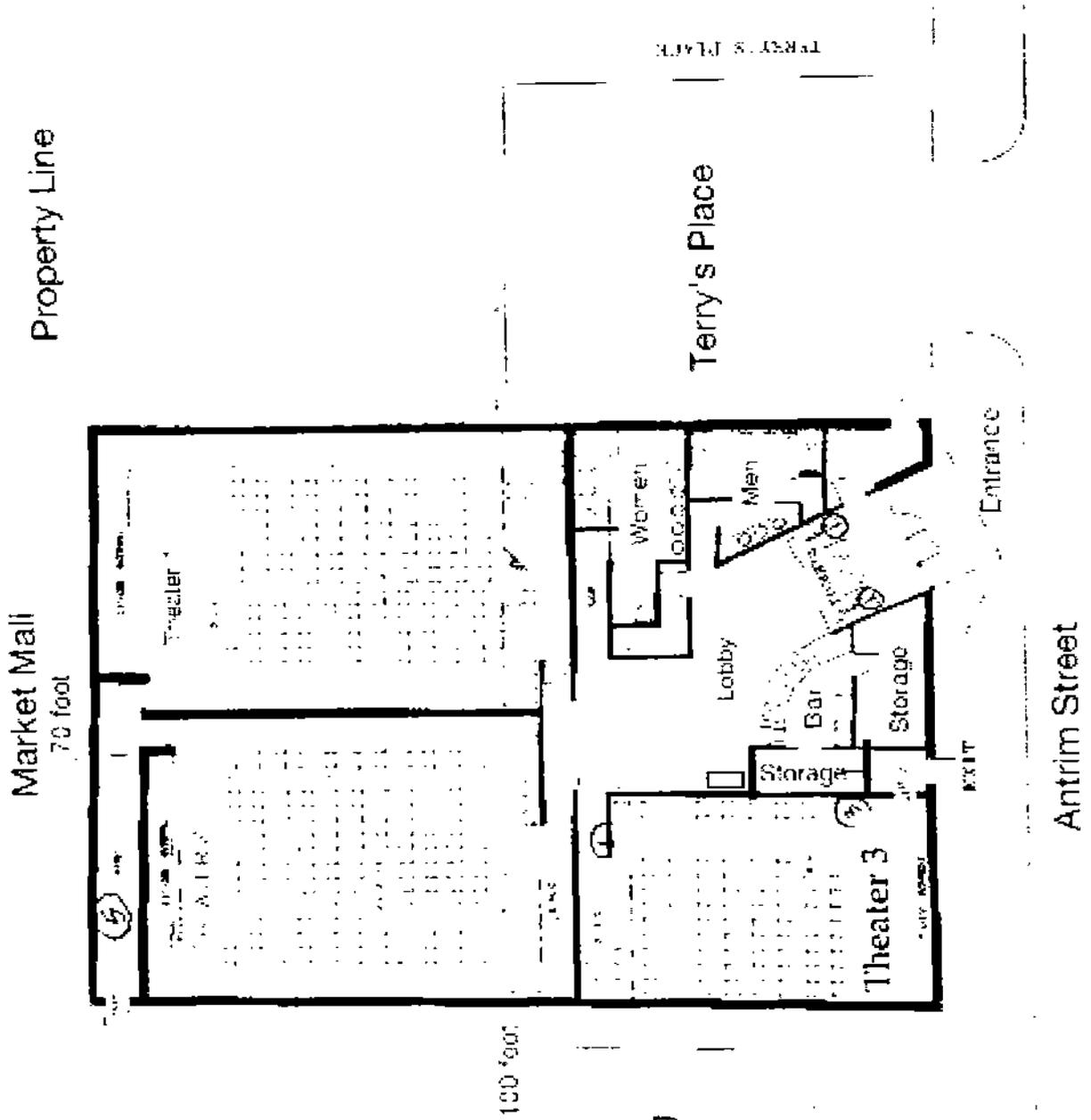
BILL TO:
Cinema III Mr. Luther Kurtz 107 Antrim Street Charlevoix, MI 49720

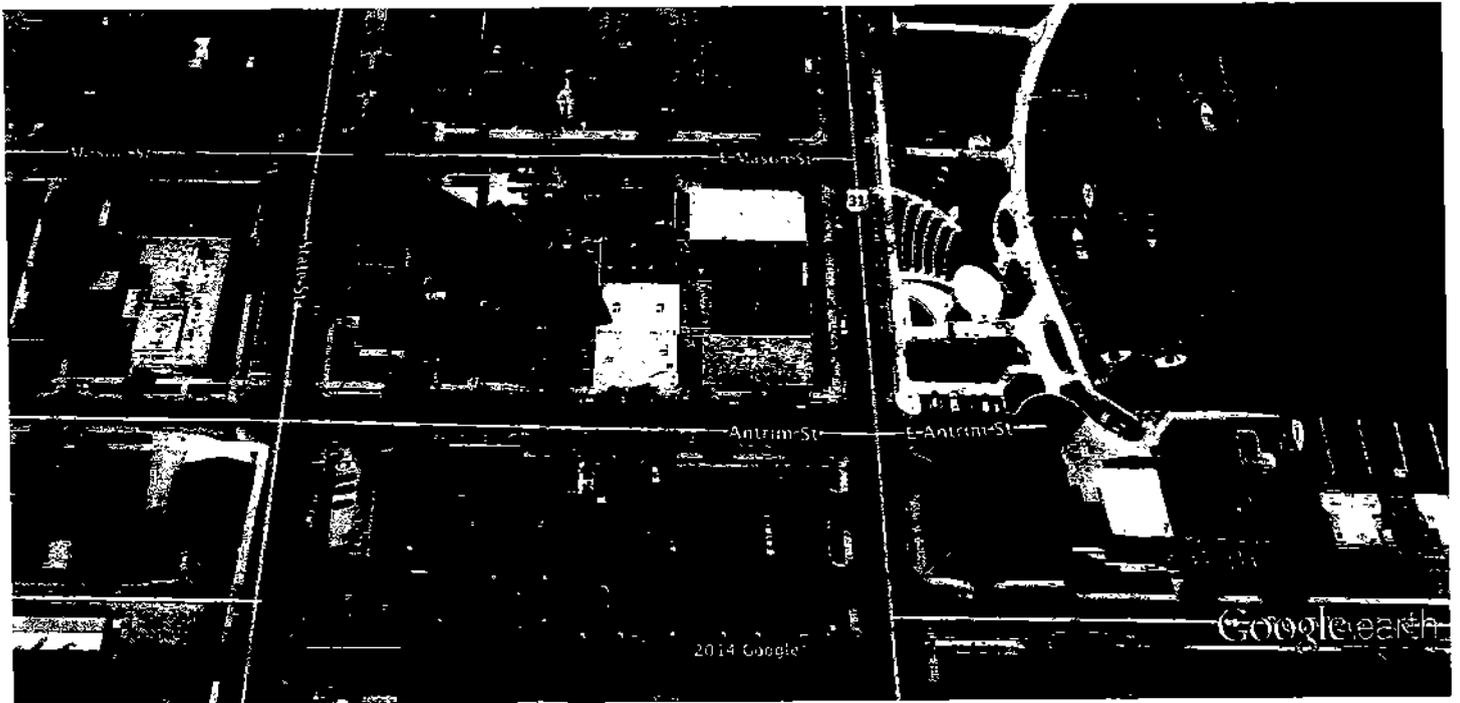
DATE:	INVOICE:
5/9/2013	7865

TERMS		Job Description				
Net 15		13-4435-60 New Service Window				
DATE	ITEM	CLASS	DESCRIPTION	HOURS	RATE	AMOUNT
4/23/2013	Principal En...	Bomier, Bob	Site Visit	0.5	120.00	60.00
5/3/2013	Principal En...	Bomier, Bob		1.5	120.00	180.00
5/3/2013	Tech V	Bomier, Bob		1	67.00	67.00
5/4/2013	Tech V	Bomier, Bob		0.5	67.00	33.50
Thank you for using our services!				Total		\$340.50

Charlevoix Cinema III

- Theater 1 = 160 seats
- Theater 2 = 160 seats
- Theater 3 = 100 seats
- Total Seats = 420
- 7000 square feet





Google earth

feet
meters



107 Antrim Street, Charlevoix, MI 49720

Situated in the City of Charlevoix, County of Charlevoix and State of Michigan to-wit:
The South 1/2 of Lot 3 and the West 3 feet of the South 1/2 of Lot 2, Block 8 of
the Plat of the Village (Now City) of Charlevoix according to the recorded Plat
thereof.

EXHIBIT "A"

OPERATING AGREEMENT

ADVENTURE CENTER USA, LLC a Michigan Limited Liability Company

This Operating Agreement is made to be effective as of the 11th day of October, 2012, among ADVENTURE CENTER USA, LLC, a Michigan limited liability company (the "Company") and LUTHER JOHN KURTZ as the initial member of the Company; and all of those who shall later be admitted as members (individually "Member" and collectively "Members") who agree as follows:

Article I Organization

1.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23 (the "Act") by the filing of Articles of Organization ("Articles") with the Department of Commerce of the State of Michigan as required by the Act.

1.2 Name. The name of the Company is ADVENTURE CENTER USA, LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Company's Registered Office and Resident Agent shall be as designated in the initial or amended Articles. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person and the Articles, this Operating Agreement and the relationships created by and arising from them shall not be construed to suggest otherwise.

Article 2
Books, Records and Accounting

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

2.3 Reports. The Members shall prepare, in the time, manner and form that the Members determine, reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts. Such reports shall be provided at least annually, as soon as practicable after the end of each calendar year and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

2.4 Members' Accounts. The Company shall maintain separate Capital Accounts for each Member. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any of the Company's net income or gain. Each Member's Capital Account shall also reflect decreases for distributions made to the Member's share of any of the Company's losses and deductions.

Article 3
Capital Contributions

3.1 Initial Commitments and Contributions. By executing this Operating Agreement, the initial Members agree to make the capital contributions set forth below. The Members' interests in the total capital of the Company (the Members' "Sharing Ratios", adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company) is also set forth below. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution set forth in an Admission Agreement. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Operation Agreement.

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Interest In Capital</u>
LUTHER JOHN KURTZ	\$ 250,000.	100%

3.2 Additional Contributions. In addition to the initial capital contributions, the Members may determine from time to time that additional capital contributions are needed to enable the company to conduct its business and affairs. After making such a determination, notice of it shall be given to all Members in writing at least 10 business days before the date on which the additional contributions are due. The notice shall describe in reasonable detail the purposes and uses

of the additional capital, the amounts of additional capital required and the date by which payment of the additional capital is due. Each Member shall be obligated to make additional capital contributions to the extent of any unfulfilled commitment. Any Member who has fulfilled the Member's commitment has the right, but not the obligation, to make any additional capital contributions needed, according to that Member's Sharing Ratio.

3.3 Failure to Contribute. If a Member fails to make a capital contribution when required, the Company may, in addition to pursuing any other rights and remedies the Company may have under the Act or applicable law, take any enforcement action (including the commencement and prosecution of Court proceedings) against the Member that the Members consider appropriate. Moreover, the remaining Members may elect to contribute the required capital themselves, according to their respective Sharing Ratios. The Members who make such contributions shall be entitled to treat these amounts as an extension of credit to the defaulting Member, payable on demand, with interest accruing on the extension at the rate of Eight Percent (8%) per annum until paid. This extension of credit shall be secured by the defaulting Member's interest in the Company. Each Member who defaults grants to each Member who may later grant an extension of credit a security interest in the defaulting Member's interest in the Company.

Article 4 Allocations and Distributions

4.1 Allocations. Except as may be required by the Internal Revenue Code of 1986, as amended, or by this Operating Agreement, the Company's net profits, net losses and other items of income, gain, loss, deduction and credit shall be allocated among the Members in accordance with each Member's Sharing Ratio.

4.2 Distributions. The Members may take distributions from time to time. Distributions may be made only after the Members determine, in their reasonable judgment, that the company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's Sharing Ratio. Distributions shall be in cash or property or both as the Members determine. No distribution shall be declared or made if, after giving it effect (a) the Company would not be able to pay its debts as they became due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

Article 5 Disposition of Membership Interest

5.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation or other disposition of any membership interest shall be made only in compliance with this Article. No membership interest shall be disposed of if (a) the disposition would cause a

termination of the Company under the Internal Revenue Code of 1986, as amended; (b) the disposition would not comply with all applicable state and federal securities laws and regulations; or (c) the assignee of the membership interest fails to provide the Company with the information and agreements that the Members may require in connection with such a disposition. Any attempted disposition of a membership interest in violation of this Article is void.

5.2 Permitted Dispositions. Subject to the provisions of this Article, a Member may assign the Member's membership interest in the Company in whole or in part. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. The assignee is entitled to receive, to the extent assigned, only the distributions to which the assigning Member would otherwise be entitled.

5.3 Admission of Substitute Members. An assignee of a membership interest shall be admitted as a substitute Member and shall be entitled to all the assignor's rights and powers only if the other Members unanimously consent. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions and liabilities of a Member.

Article 6 Meetings of Members

6.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members. The Member shall have the right to vote on all of the following: (a) the dissolution of the Company pursuant to Paragraph 9.1 (c) of this Operating Agreement; (b) the merger of the Company; (c) a transaction involving an actual or potential conflict of interest between a Member and the Company; (d) an amendment to the Articles; (e) the sale, exchange, lease or other transfer of all or substantially all of the Company's assets other than in the ordinary course of business; and (f) any expenditures, purchases, sale, activity or decision with a value in excess of \$250.00.

6.2 Required Vote. Unless a greater vote is required by the Act or the Articles, the affirmative vote or consent of a majority of the Sharing Ratios of all the Members entitled to vote or consent on the matter is required.

6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date and place that the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the holders of at least 10% of the Sharing Ratios of all Members. The Company shall deliver or mail written notice stating the date, time, place and purpose(s) of any meeting to each Member entitled vote at the meeting. The notice shall be given not less than 10 or more than 60 days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from amongst themselves.

6.4 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken by consent without a meeting, prior notice or a vote. The consent must be in writing, set forth the action taken and be signed by the Members having at least

the minimum number of votes necessary to authorize or take such an action at a meeting at which all membership interests entitled to vote on the action are present and voting. Every written consent shall also bear the date signifying when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

Article 7 Management

7.1 Management Vested with Members. The Company's business and affairs shall be managed by the Members in proportion to their capital contributions as adjusted from time to time to reflect any additional contributions to or withdrawals from the Company's capital made by the Members. Each Member has the power on behalf of the Company to do all things necessary or convenient to carry out the Company's business and affairs, including the power to (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties and establish their compensation or remuneration; (g) establish pension plans, trusts, profit-sharing plans and other benefit and incentive plans for Company Members, employees and agents; (h) obtain insurance covering the Company's business and affairs, its property and the lives and well-being of its Members, employees and agents; (i) begin, prosecute or defend any proceeding in the Company's name; and (j) participate with others in partnerships, joint ventures and other associations and strategic alliances.

7.2 Standard of Care; Liability. Every Member shall discharge his or her duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner the Member reasonably believes to be in the Company's best interest. A Member shall not be liable for monetary damages to the Company for any breach of management duties except for (a) receipt of a financial benefit to which the Member is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

7.3 Reimbursement. Members shall be entitled to reimbursement from the Company for all Company expenses reasonably incurred and paid for by the Member on the Company's behalf.

Article 8 Exculpation of Liability; Indemnification

8.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable for the acts, debts or liabilities of the Company.

8.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member and may indemnify any employee or agent of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Member, employee or agent of the Company. The Company shall indemnify the Member, employee or agent against expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by that person in connection with the action, suit, or proceeding. The Company shall indemnify the Member, employee or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner that the person reasonably believed to be in the Company's best interests. With respect to criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding, or in defense of any claim, issue or other matter in the action, suit or proceeding that person shall be indemnified against actual and reasonable expenses including attorney fees he or she incurs in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Company only as the Company authorizes in the specific case after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit or proceeding. However, no indemnification shall be provided to any Member, employee or agent of the Company for or in connection with (a) the receipt of a financial benefit to which the person is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating agreement or the Act; (c) a knowing violation of the law; or (d) an action brought by or in the name of the Company.

Article 9 Dissolution and Winding Up

9.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the Articles or this Operating Agreement; (b) on the occurrence of any event specified in the Articles or this Operating Agreement; (c) on the unanimous consent of all the Members; (d) on the death, withdrawal, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company unless within 90 days after the disassociation of membership as provided in subparagraph (d), a majority of the remaining Members consent to continue the business of the Company and to the admission of one or more Members as necessary.

9.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as

practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in order to satisfy Company debts, liabilities and obligations and then to Members and former Members. Distribution to Members and former Members shall be made first to satisfy liabilities for distributions and then in accordance with the Members' Sharing Ratios. The proceeds shall be paid to the Members within 90 days after the date of the winding up.

Article 10 Miscellaneous Provisions

10.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons, firm or corporation may in the context require.

10.2 Article Headings. The article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Operation Agreement.

10.3 Counterparts. This Operating Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

10.4 Entire Agreement. This Operating Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Operating Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter.

10.5 Severability. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 Amendment. This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless made in writing and signed by all the parties to this Operating Agreement.

10.7 Notices. Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement and will be deemed to have been given when deposited in the United States mail, postage prepaid, or when delivered in person, by courier or by facsimile transmission.

10.8 Binding Effect. Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors and assigns.

10.9 Governing Law. This Operating Agreement has been executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

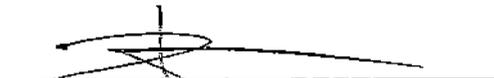
IN WITNESS WHEREOF, the parties have executed this Operating Agreement to be effective as of the date set forth above.



LUTHER JOHN KURTZ

“COMPANY”

**ADVENTURE CENTER USA,
LLC, a Michigan Limited Liability
Company**



LUTHER JOHN KURTZ
Member

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Selection of Airport Consultant

DATE: May 05, 2014

PRESENTED BY: Scott Woody

ATTACHMENTS: 1. Consultant Procurement letter from MDOT

BACKGROUND INFORMATION: As part of the Airport Capital Improvement Plan, the Federal Aviation Administration requires airport sponsors go through a consultant selection process every 5 years. The last time Charlevoix went through the process was 2006. In an effort to comply with these requirements, the Airport Advisory Committee advertised and received Statements of Qualifications from six consulting firms. The committee decided to interview all six firms over a two day period: April 9th and 10th. On April 15th, the committee unanimously selected the firm of RS&H as the new airport consultant.

RECOMMENDATION: A Motion to approve the Airport Advisory Committee's recommendation and approve RS&H as the City of Charlevoix Airport Consultant.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

February 12, 2013

Subject: Consultant Procurement

To Whom it May Concern:

The State of Michigan Office of the Auditor General (OAG) recently performed audits of consultant procurement procedures on a random sampling of airports throughout Michigan. The airports included in the audit have been contacted individually, however, our office felt the need to contact all Michigan airport Sponsors in an effort to relay the critical nature of the audit findings.

One of the key items included in the audit was an examination of Sponsor's records associated with their most current consultant selection process. The objective of the examination was to ensure that consultant selection procedures were being conducted in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5100-14D "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects". This Advisory Circular can be found online by using the search feature on the www.faa.gov website.

Our office highly encourages Sponsors to review their most recent consultant selection process and determine whether or not it was conducted in compliance with current FAA requirements. Consequences of non-compliance may include the withholding of state and federal funding for future projects, and may require the reimbursement of state and federal shares of previously awarded grants for projects associated with the questionable selection process.

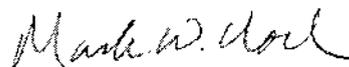
We have updated our MDOT-Aeronautics (AERO) "Consultant Procurement Guidelines" document for your reference in reviewing your most recent selection process and performing your next procurement action. This guidance document clarifies the regulations outlined in the FAA Advisory Circular, and provides examples and suggestions regarding the conducting of proper selection procedures. The 2013 version of the Consultant Procurement Guidelines document is available at www.michigan.gov/aero, in the "Forms and Documents" section of the "Doing Business" tab.

If your most recent selection process was conducted over five years ago, or if your anticipated Airport Capital Improvement Plan (ACIP) projects have changed from those listed in your last advertisement, it is very likely time to conduct another selection process. Please contact your AERO project manager for additional guidance on performing proper advertising and consultant selection procedures.

I highly recommend that all Sponsors review their consultant selection records on an annual basis, and check for continued compliance with all state and federal requirements. An excellent time to do this is during preparations for your annual Michigan Airport Program (MAP) Meeting.

Thank you for your prompt attention to this very important issue. If you have any questions, my contact information is listed below.

Sincerely,

A handwritten signature in black ink that reads "Mark W. Noel". The signature is written in a cursive style with a large initial "M".

Mark W. Noel, P.E., Manager
Planning and Development Section
MDOT - Office of Aeronautics
(517) 335-8361
noelm@michigan.gov

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase and Installation of Walk-Through Doors in the Fire & Police Portion of City Hall

DATE: May 5, 2014

PRESENTED BY: Paul Ivan

ATTACHMENTS: None

BACKGROUND INFORMATION: The Fire and Police portion of City Hall was constructed in 1986, with metal walk-through doors. When City Hall was remodeled in 2002-2004, the original metal doors were left in place, and painted. The doors and door jambs have rusted, with one of doors rusted through, and another door actually coming apart. Replacement doors were budgeted in the 2014-15 City Hall and Grounds budget.

On April 1, 2014 sealed bids were sought to replace the doors (three in the Fire Department, and one on the Police Garage) with doors that match the other walk-through doors in remodeled part of City Hall.

On April 23rd, three sealed bids were opened by the City Clerk. The bids were:

RCI/Richter Construction, Inc. Suttons Bay MI	\$14,284.00
Access Locksmithing, Petoskey, MI	\$23,250.00
Charlevoix Glass, Charlevoix MI	\$17,126.85
Charlevoix Glass second quote, \$3,000 off the above bid for Ramco Doors.	

RECOMMENDATION: Richter Construction bid replacing the doors with new, Hollow Core Metal doors. These are a newer version of the doors currently in place.

Access Locksmithing did specify a different door manufacturer than the doors in the remodeled portion of the building, but the amount of their bid was the highest of the three bids received.

Charlevoix Glass bid the same manufacturer of the doors that are in the remodeled portion of the building with their original bid. The doors specified in Charlevoix Glass's second quote are constructed out of aluminum, but are almost black in color.

I recommend that City Council authorize the purchase of the Kawneer doors (same as the existing doors) from Charlevoix Glass for \$17,126.85. \$14,000 was budgeted for this purchase. The remaining \$3,126.85 will be paid out of the City Hall and Grounds Professional Services budget.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Adoption of the City Hall Emergency Procedures Plan/Business Continuity Plan

DATE: May 5, 2014

PRESENTED BY: Paul Ivan, Gerard Doan, Joe Zielinski

ATTACHMENTS: 2014 City Hall Emergency Plan

BACKGROUND INFORMATION: For the last several months, with the aid of CCE Emergency Management, City Staff has been working on an emergency plan/business continuity plan in case an unknown incident/disaster occurs at City Hall. We are in the process of working with the company that installed the new telephone system to make the notification part of this plan functional. The evacuation maps in all of the common areas in the building are part of this plan.

City staff identified completion of this plan as part of the 2014-15 Budget Goals. Attached is the current plan, which is very similar to the plan in place at the County Building.

RECOMMENDATION: That the City Council pass a motion to accept the City Hall Emergency Procedures Plan, as written. The last page of the plan is a signature page.

EMERGENCY PROCEDURES/ BUSINESS CONTINUITY PLAN

CITY OF CHARLEVOIX

May 2014

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CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

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CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

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GENERAL EMERGENCY PLANNING

A. PURPOSE

To preserve life, protect property, and safeguard the heritage of the citizens of the City of Charlevoix.

B. INTENT

The intent of this plan is to provide staff, supervisors, department heads, and elected officials with a predetermined course of action in the event of a disaster or emergency.

C. SCOPE

This plan will outline a general course of action to be taken for bomb threat, tornado, fire, hostage situation, medical emergency, or other man made or natural events requiring immediate action to preserve life and protect property.

D. RESPONSIBILITY

It is the responsibility of every employee occupying or frequenting City Hall to be familiar with this plan and their role in implementing the plan.

It is the responsibility of each supervisor to know their responsibility in implementing the plan, and to insure that their staff understand and comply with all applicable aspects of the plan.

It is the responsibility of the elected official(s) and department head(s) to evaluate the plan to determine adequate protection for their employees and the public they serve, and to see that the plan is updated to reflect changes in personnel, office layout, evacuation routes, communication equipment, and emergency equipment within the building.

It is the responsibility of the city manager to exercise the plan and evaluate the preparedness of all city employees to effect self-preservation for themselves and all citizens using the facility.

It is the responsibility of City Staff to review and update the Emergency Plan annually, or whenever a significant change in personnel, equipment, layout, or any other factor affecting safety has occurred.

GENERAL GUIDELINES EMERGENCY EVENTS

In all emergency events, staff must consider the following:

1. Identify the threat
2. Report the problem
3. Activate the emergency plan
4. Preserve life
5. Protect property

IDENTIFY THE THREAT

Proper response is dependent upon proper identification of the threat. This is accomplished by remaining alert to your surroundings and investigating events or actions which have the potential for danger.

Use your five senses to observe your workstation and all things that enter it. This includes people, packages, smells, changes in light, operation of equipment, and sounds both inside and outside the building.

At the first indication of trouble, do not rush in, but focus your senses to determine if the event poses a threat. Your moment of deliberation is invaluable in determining the correct course of action to follow.

REPORT THE PROBLEM

Alert those in the immediate area of the threat, remove yourself from the immediate threat, and report the problem.

Call to "911." In conversation tone, give your name, location, and emergency you are reporting. Stay on the line. If this is not possible, tell the dispatcher where you are going.

Report the emergency to your supervisor, department head, or city manager.

If the situation does not allow you to call "911," *then press the PANIC button on your phone and try to say something or make some sound that indicates what the emergency is. As an example, for an armed intruder you may be able to say, "Please don't shoot anyone. We will do what you want."* The panic button will be directly routed to CCE Central Dispatch in Petoskey, but **must be manually activated.**

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

ACTIVATE THE EMERGENCY PLAN

Know the emergency plan basics by heart.

Sound the alarm.

Evacuate or shelter in place according to the plan for that threat. Do not take time to gather personal belongings, lock drawers, or turn off equipment if it endangers you or others. If in doubt, just leave. Walk. Follow your practiced evacuation route. If your primary route is blocked, use your alternate route.

Report to the assembly point and remain there until released by the senior elected official or the city manager.

Follow all the instructions of emergency responders. Do not attempt to help them unless specifically asked. Your duty is to remain out of harm's way so that they can devote their full attention to the emergency.

PRESERVE LIFE

Assist all citizens in and around your work site to evacuate to an area of safety.

Special assistance may be needed by the elderly or physically challenged. Remain calm, tell them what is happening, and guide them to safety. People with a physical disability can tell you best what kind of help they need and the best way to overcome certain obstacles – ASK THEM.

Remember, you have the responsibility to preserve your own life. If you are injured or dead, you are no good to yourself or others. Do not re-enter the danger zone. Do not attempt feats for which you are unequipped or unfamiliar. Alive, you can direct emergency responders to those in need and help care for those who have escaped.

PROTECT PROPERTY

Time allowing, and in accordance with the emergency plan, protect the property you are responsible for. Placing cash and official documents in the safe, locking cash drawers, turning off equipment, and taking your personal belongings with you are examples of protecting property.

Remember, protecting property is the lowest priority. Your personal safety and that of your co-workers or visitors is not worth endangering.

EVACUATION

EVACUATION ORDER

Fire alarms, tornado warning siren, the communicated decision of the department head, senior elected official, city manager, or chief law enforcement officer, or the verbal command of an emergency responder are all considered valid evacuation orders.

COMPLIANCE

When an evacuation order is given, all staff and visitors will immediately comply in accordance with the Emergency Plan.

AUTHORITY

All staff faced with **immediate danger** are authorized to initiate evacuation of the building.

Department heads, the senior elected official, the city manager, or chief law enforcement officer, in response to a credible threat, are authorized to order the evacuation of the building.

EVACUATION ROUTES

All offices and occupied spaces shall be posted with a floor plan drawing clearly marked to indicate the location.

The evacuation route will be marked with solid red lines and directional arrows.

The secondary evacuation route will be marked with dashed blue lines and directional arrows.

ALL CLEAR

Once evacuated, the building will not be re-occupied until an **“All Clear”** determination is made.

At the scene of an emergency, only the incident commander can make an **“All Clear”** determination.

The department head, senior elected official, city manager, or chief law enforcement officer, in consultation with the Incident Commander, will make the determination to re-occupy the building or send staff home.

PANIC BUTTON

PURPOSE

The purpose of the panic button is to summon help in the event of an emergency where staff is unable to make a "911" call. This could include a hostage situation, or loss of normal phone service, or other similar emergency event.

At all other times, call "911" and provide all information needed for a proper response to the emergency.

ACTION

To activate the alarm, simply depress the button and release. The phones in City buildings will be programmed to call CCE Central Dispatch in Petoskey. The circuit is open to central dispatch and they can hear any activity within range of the phone speaker.

Once opened, the circuit remains on until closed by central dispatch.

After the circuit is opened, try to say something that can be heard by dispatch to indicate the nature of the emergency. As an example in a hostage situation, you might say, "Please don't hurt us. We will do whatever you want us to."

All panic button alarms will be answered by armed staff, unless cancelled. The more information that can be relayed by central dispatch prior to their arrival will help them respond most appropriately.

ACCIDENTAL ACTIVATION

If you have activated the panic button by mistake or accident, call central dispatch and provide them with your name, location, and the password phrase. (To be determined.)

EMERGENCY: MEDICAL

DISCOVERY OF EMERGENCY

All employees must remain alert to indications of a medical emergency among visitors, staff, and fellow employees.

ACTION

Evaluate the appearance of an individual noting skin color, breathing, posture, and eyes, and responsiveness to their surroundings.

If the person gives the appearance of distress, ask, "Are you feeling okay?" Evaluate their response and seek additional information in a calm and reassuring tone. If there are indications that the person may be suffering from a medical condition, get them a chair and ask them to sit down for a minute.

If there is no apparent reason for the individual's state, ask a colleague to call "911."

Remain with the person, if trained and current be prepared to administer first aid, otherwise assure them that help is on the way.

ACCIDENTAL INJURY

If you witness an accident resulting in severe bleeding, a bad fall, or breathing distress, immediately call "911."

Do not move the person. If trained and current, administer first aid.

Remain with the victim and reassure them that help is on the way.

EMS

Have colleagues meet EMS at the door and direct them to the victim.

Upon arrival of EMS, be prepared to tell them what you observed, including what you know of the incident, what actions you have taken, and the amount of time that has elapsed.

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

THREAT: FIRE

DISCOVERY OF FIRE

If you have discovered a fire, evacuate the immediately vicinity and call “911” from a safe location.

Set off the fire alarm.

ALARM METHOD

Fire alarm, voice, or telephone.

ACTION

When the alarm is sounded, evacuate the building using your assigned evacuation route. Close doors as you pass through them, but do not lock them. Leave the lights on. Report to the assembly area (the parking lot east of Harbor Health and Fitness unless otherwise instructed) and do not leave the assembly point until released by the department head, senior elected official present, or the city manager. A head count of all employees will be taken by the department head at this time.

If your path is blocked, use your alternate route. In a smoke filled room or hallway, stay low below the heat and smoke. Crawl if you need to, but leave the building. Do not attempt to use the elevator – it will not work.

If you are trapped in your office, keep the door closed, go to an outside window and wait/signal for rescue.

FIRE EXTINGUISHER

Upon discovery of a fire, sound the alarm and summon help first.

If the fire is small and confined to a single object, staff may use a nearby fire extinguisher to put the fire out. Once the fire is out, keep others out of the area of the fire. Stand by until the fire department arrives and checks for further fire or hidden damages.

If there is any doubt as to the success of using a fire extinguisher, leave the area and isolate the fire by closing the door to the room. Exit the building and proceed to the assembly area.

THREAT: BIO-TERRORISM

DISCOVERY

Upon discovery of a suspicious package or device, do not touch or handle it. Remove yourself and all others from the immediate area.

Isolate the threat by closing doors and turning off air circulating equipment.

Call “911” and report your suspicions.

EXPOSURE

If you have been exposed to a release of gas or powder, leave the area immediately.

Isolate yourself from others and ask them to send you help.

As soon as possible, wash your hands, face, and exposed flesh. Remove your clothing and deposit in sealed plastic bag.

Remain calm and await the arrival of emergency response personnel.

ISOLATE

For most substances considered “biological weapons for terrorists,” the onset of symptoms will not be immediate.

Evacuate those exposed to a safe area, but isolated from the general population.

Await the arrival of emergency responders and follow their directions to prevent the further spread of contamination or infection.

Communicate with those quarantined to inform them of developments and reassure them of measures being taken to protect them.

EVACUATION

The department head, senior elected official, city manager, or chief law enforcement officer, in consultation with emergency responders, will make the determination to evacuate the building and in what manner.

THREAT: ARMED INTRUDER

DISCOVERY OF THREAT

Upon discovery of an armed intruder, leave the immediate area and call “911.”

Spread the word. Notify your department head and the city manager.

ACTION

Do not confront the intruder.

If you can leave the building without exposing yourself to the gunman, do so. Proceed to the assembly area and remain there until released.

If you are unable to leave the building without exposing yourself to the gunman, remain in your office, lock the door, and stay out of sight. Use the telephone to call “911” and report your location and status. Remain there until escorted out by emergency responders.

HOSTAGE

If you are taken hostage, try to remain calm. You being calm will reassure others.

Do what the person orders you to do. Do so promptly and deliberately so your intentions cannot be misinterpreted.

Speak only if you are spoken to. Do not stare at the person. If you speak to another hostage, do so sparingly, and only to comfort or quiet them.

Think. Remaining alive until rescued is your most important duty.

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

THREAT: BOMB

DISCOVERY OF THREAT

Bomb threats received over the telephone, person(s) claiming to have a bomb, or discovery of a suspicious package or device shall all be treated as legitimate and immediately reported to authorities.

BOMB THREAT CALL

Take the caller seriously. Attempt to obtain as much information as possible, write down the information as you receive it. If the caller stays on the phone, ask the questions on the Bomb Threat Call form (see attached).

As soon as the caller hangs up, call “911” and report the bomb threat including the exact time the call came in and all information your wrote down.

Notify your department head, senior elected official, city manager, or chief law enforcement officer.

SUSPICIOUS PACKAGE OR DEVICE

Upon discovery of a suspicious package or device, isolate it. Do not pick it up or handle it. Leave the room and direct all others to do the same.

Call “911” and tell them why the package is suspicious.

Notify your department head, senior elected official, city manager, or chief law enforcement officer.

EVACUATION

If the order is given to evacuate, take your keys and coat and leave the building following the evacuation route. Proceed to the assembly point. Do not leave the assembly point until released by the department head, senior elected official, city manager, or chief law enforcement officer.

Inform responding emergency personnel of information you have regarding a suspicious call, package, or person.

ASSEMBLY POINT

Charlevoix Public Library (unless otherwise instructed)

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

BOMB THREAT CHECKLIST

(This checklist should be copied and placed near telephones.)

Exact Time of the Call: _____AM PM

Phone # of Caller (caller ID): _____

Exact words of caller: _____

QUESTIONS TO ASK:

1. When is the bomb going to explode? _____
2. Where is the bomb? _____
3. What does it look like? _____
4. What kind of bomb is it? _____
5. What will cause it to explode? _____
6. Why? _____
7. Where are you calling from? _____
8. What is your address? _____
9. What is your name? _____

THREAT: TORNADO WARNING

ALARM METHOD

Voice, Telephone, Siren

TORNADO WATCH

Conditions indicate a potential for tornado.

Prepare for evacuation. Put away unneeded materials. Lock up valuables. Check your route to insure it is clear. Locate your flashlight and keep it close at hand. Stay informed of current conditions.

TORNADO WARNING

A tornado has been sighted. Proceed directly to the shelter area (basement of City Hall.) Walk. Assist others in your area including visitors.

At the shelter, account for everyone. Do not come out until the “**All Clear**” is given.

TORNADO DAMAGE

Communicate with each other and tend to the injured.

Remember that tornadoes can come in a series. If you are safe where you are, do not leave until the “all clear” is given.

If a tornado has struck, the building may be dark from lack of power, and it may also be unsafe. If the evacuation order is given, choose your exit path carefully. Proceed to the assembly area and remain there until released.

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

City Hall Business Continuity Plan

- 1) All of the data on the City's file server is backed up offsite weekly (in the basement of the County Building.) This data can be used on most Microsoft servers using an operating system from 2008 forward. Both Harbor Springs and Petoskey are running the same software currently in use by the City of Charlevoix, and can be used for backup services, should the City's system become inoperable or City Hall become inaccessible. City Hall staff could quickly set up a new server and use the backups to recreate all of the City's files. If Petoskey's building is not accessible, the City's network support IT firm, (currently NetSource One in Saginaw), could also work with City Staff to establish a new network using the City's existing data, either from their site or by supporting the City in a different location in Charlevoix. The City's IT support team currently has remote access to the City's file server.
- 2) The City's Quick Books software is currently operating on a personal computer, and it's data is backed up on the file server. A copy of the software is currently being held in the Treasurer's office, however if that program was destroyed a copy of the software would be required. This is readily available locally or could be shared with other businesses in the area (library, Chamber of Commerce or many other businesses that use the software.)
- 3) Forms used by the software would require reprinting (checks, utility bills, purchase orders, etc). Quick Books can print standard bills. Local vendors have the City's specifications on hand for various forms and could provide for quick mock-ups in an emergency. Checks would require actual signatures rather than digital signatures.
- 4) Should Harbor Springs and Petoskey be affected by the same emergency, the City would have to seek a location that could run the same software. (Other Michigan cities that currently run the same main software program are: Kalkaska, Sault Ste. Marie, and Niles.) The City would not necessarily need to use their systems, but using their software with our data might speed up the process of continuing to bill our customers.
- 5) Tax billing information is held on our server and on our assessors laptops. The County runs our bills twice per year, on July 1 and December 1. If the County is unable to print our tax bills, many counties use BS&A tax programs, as do many townships, so the City could use one of those systems to print bills. The proper forms are part of the BS&A software.

CITY OF CHARLEVOIX
EMERGENCY PROCEDURES/BUSINESS CONTINUITY PLAN – MAY 2014

Signature Page

IN WITNESS WHEREOF this City Hall Emergency Plan has been adopted and effective on the date signed.

CITY OF CHARLEVOIX

Date

By: _____
Norman L. Carlson, Jr.
Its: Mayor

Date

By: _____
Joyce Golding
Its: City Clerk

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Radio Tower Lease Agreements with CCE Central Dispatch

DATE: May 5, 2014

PRESENTED BY: Paul Ivan, Gerard Doan, Rob Straebel

ATTACHMENTS: Tower Lease Agreement-City Hall Site
Exhibit A-location on City Hall
Exhibit B-Tower Specifics

Tower Lease Agreement-Mt. McSauba Site
Exhibit A-location on Mt. McSauba Property
Exhibit B-Tower Specifics

BACKGROUND INFORMATION: The radio frequency narrowbanding implemented by the FCC on January 1, 2013 has had a severe impact on Police/Fire/EMS radio communications in the area. That has caused a need to reconfigure part of the radio communications tower system in this area. Currently, the communications towers that cover Police/Fire/EMS communications for the City are located several miles away. Because of that, radio communications are situational at best, and frequently change when the user moves only a few feet.

CCE Central Dispatch radio engineers looked at many different options to improve communications, and decided on a plan that impacts the City in two ways.

#1. CCE would re-use one of the two communications towers already in existence at Mt. McSauba. The last user of the tower was Verizon, who has since removed all of their equipment from the white equipment building by the ice skating site. We are working with Verizon (even though they sent the city a letter back in 2009 that they planned on not renewing their lease on the site) on turning ownership of the tower structure over to the City. CCE plans to add a 20' extension to the tower, and use the site for Fire/EMS communications. Changes to the site would be funded by CCE.

#2. Install a 25' tall freestanding tower (with a weighted base) on the roof of City Hall, and place a cabinet in the Fire Department workshop area, to improve City Police communications. This tower would also be capable of facilitating the antenna necessary for the proposed downtown WI-FI (if the City decides to pursue that service) or any other City use, based on the specifications of the tower. CCE would be responsible for the tower construction and installation costs, but would use the City's existing electrical hookup and emergency generator.

RECOMMENDATION: All of these proposed improvements are to benefit the communications capabilities of our local first responders. Attached are lease agreements (reviewed by the City Attorney) for both the Mt McSauba and City Hall roof sites, and the exhibits noted in each lease agreement.

- (1) Motion to approve lease agreement for City Hall site.
- (2) Motion to approve the Mayor to sign the lease agreement for Mt. McSauba site contingent upon the transfer of ownership of the tower from Verizon to the City.

interference to the Authority's communications and equipment, and will use its best efforts to promptly reach a mutually agreeable resolution to any such interference.

The Authority shall make a good faith effort to work with the City to facilitate use of the Tower by a prospective wireless internet access/wi-fi provider of the City or any other uses the City may desire, but reserves the right to require such provider to perform a structural analysis of the Tower that is acceptable to the Authority, and to require that the provider supply such other information, including, but not limited to, proposed radio frequencies, as the Authority deems necessary to determine whether the provider's use of the tower would be detrimental to the Authority's operations. The City agrees that it will abide by any determination by the Authority that a proposed use must be rejected based on interference or other detriment.

2. LICENSE. The City grants a license to the Authority for reasonable access to and in the Building by the Authority to make all of the improvements and for all of the uses set forth herein, and for the following, all of which shall be at the Authority's sole expense:

- A. To add electrical circuits to the City's power distribution panel and to utilize the City's electrical generator for back up power for the Authority's tower/equipment.
- B. To install coaxial cables on the roof and the side of the Building through an existing port for purposes of connecting the tower equipment to the radio equipment.
- C. For reasonable access to the Building on a 24-hour basis for the purpose of installing, maintaining, repairing, upgrading, and removing the Authority's equipment.

3. MISCELLANEOUS CONDITIONS. The Authority understands and agrees that:

- A. The Authority accepts the premises as is.
- B. The Authority's use of the leased space shall not result in any damage to the premises and shall not interfere with the City's use of the premises.
- C. The Authority shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, the State of Michigan, the County of Charlevoix, and the City of Charlevoix.

4. TERM. The term of this Agreement shall be for five (5) years commencing from the date specified above and shall remain in effect unless renewed or terminated as provided herein.

5. OPTIONS TO RENEW. The Authority shall have the option to renew and extend the term of this Lease for three (3) consecutive periods of five (5) years each. Each renewal period shall be deemed exercised by the Authority at the time that the request for renewal option is received in writing by the City no later than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal period. Failure to request such renewal option will be deemed notice that the Authority does not wish to exercise the renewal option.

6. TERMINATION. This Agreement may be terminated by either party on 180 days advance written notice or may be terminated immediately following damage to the premises making it unfit for the purposes of this Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of routine maintenance and repair of its own property, real or personal. Accordingly, the Authority shall be responsible for inspections, maintenance, and repair of the tower and all equipment described in subsections 1.A. and 1.B. above, and all costs related to those obligations.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, the Authority shall not modify or alter the premises without the prior written consent of the City.

9. EXPENSES. Except as otherwise provided herein, the Authority shall pay all expenses in connection with its use of the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

A. To the fullest extent permitted by law, the Authority shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the City, its elected and appointed officials, employees and agents, as the result of, or arising out of, or relating to any actions or omissions of the Authority, its officers, board members, employees or agents, in performance under this Agreement.

B. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Authority, its officers, board members, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Authority, its officers, board members, employees and agents, as the result of, or arising out of, or relating to any actions or omissions of the Authority, its elected and appointed officials, employees or agents, in performance under this Agreement.

C. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.

D. Each party shall obtain and maintain in effect during the term of this Agreement liability insurance that will be the primary source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party, and each party shall provide the other, upon request, with an appropriate certificate evidencing such insurance. Notwithstanding, approval of said insurance will not, in any way, relieve or decrease the liability of the other party hereunder, and it is expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

E. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, whether by lapse of time or otherwise, the Authority shall promptly remove its tower and equipment and vacate the premises occupied by it under the provisions of this Agreement. The Authority shall leave the premises in a clean, good condition.

12. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

13. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

14. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant only.

15. ASSIGNMENT. The Authority shall not assign this Agreement or any right or obligation under this Agreement without the prior consent of the City.

16. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

17. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

18. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

19. NOTICES. All required notices shall be in writing and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: City of Charlevoix
 210 State Street
 Charlevoix, Michigan 49720
 Attention: City Manager

If to the Authority: CCE Central Dispatch Authority
 1694 U.S. 131 Highway
 Petoskey, Michigan 49770
 Attention: Executive Director

20. ENTIRE AGREEMENT. This Agreement is the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF CHARLEVOIX

By: _____

Its:

Sworn and subscribed to me this ____ day of _____ 2014.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

CHARLEVOIX-CHEBOYGAN-EMMET CENTRAL DISPATCH
AUTHORITY

By: _____

Its:

Sworn and subscribed to me this ____ day of _____ 2014.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by:
Kathleen M. Abbott
Emmet County Building
200 Division Street, Suite G70
Petoskey, Michigan 49770

Charlevoix County Services & Information Center

Parcel Number 052-347-016-00



Close This Window | Find Location on Map

Property Address and Owner Information

Property Address: 210 STATE ST
CHARLEVOIX, MI 49720

Owner Information: CITY OF CHARLEVOIX
210 STATE ST
CHARLEVOIX, MI 49720-1393

Taxpayer Information: See Owner Information

Property Information

Property Class: 090 - TAX EXEMPT

P.R.E. Percentage: 0%

School District: 15050 - CHARLEVOIX

2013 Assessment: \$0

2012 Assessment: \$0

2013 SEV: \$0

2012 SEV: \$0

2013 Taxable Value: \$0

2012 Taxable Value: \$0

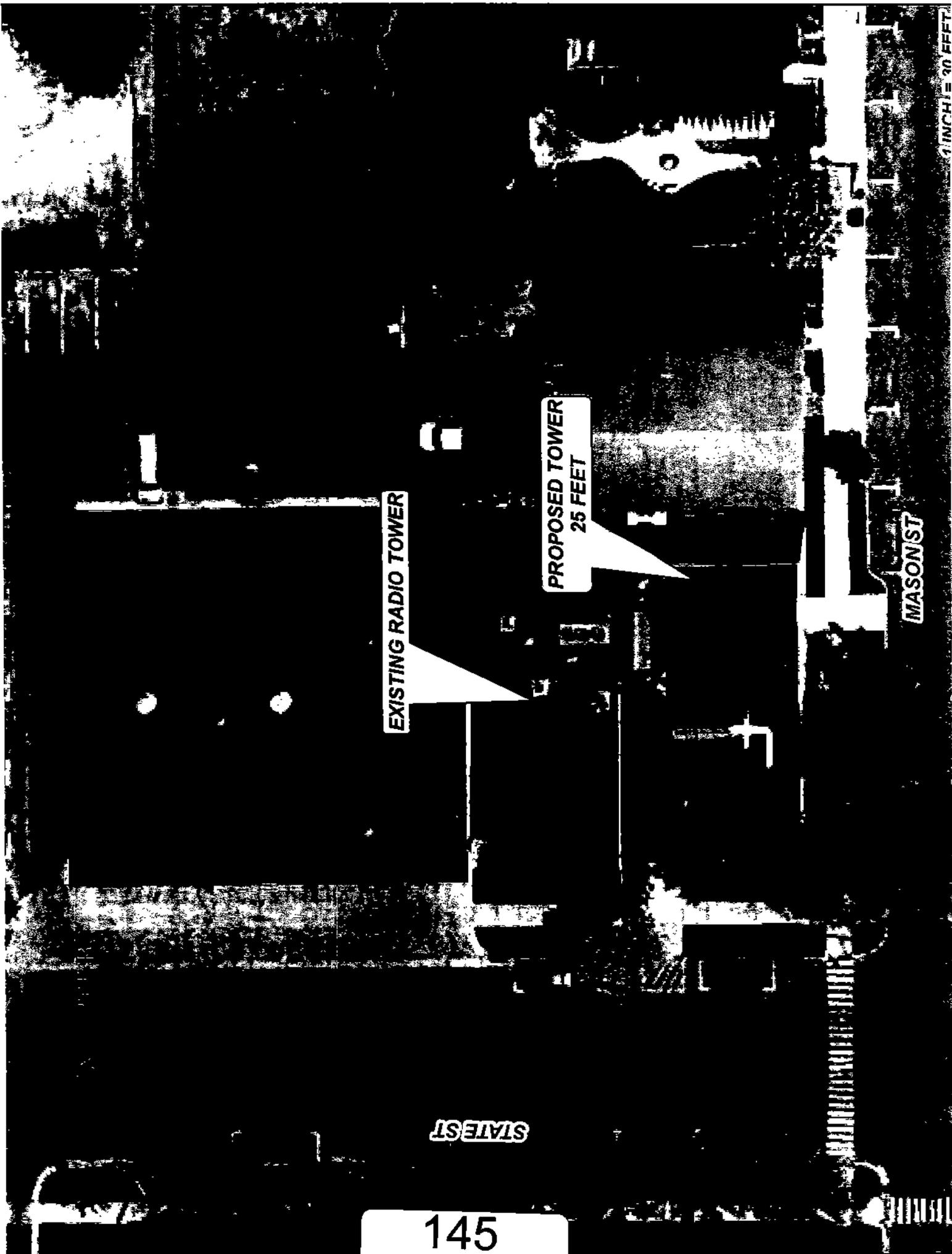
Subdivisions/Plats/Condominium Plans

Name	Plat Date	Lots/Units	Section	Township	Range
ORIGINAL PLAT CITY				34	8

Legal Information

CX 3-27 DDA 1984 '87COMB 347-016-00,347-015-00,347-014-00& 347-014-10. LOTS 8 & 9 & THE S1/2 OF LOT 7 BLK 7 OF ORIGNIAL PLAT OF THE CITY OF CHARLEVOIX ALSO PT OF LOT 5 BLK 7 ORIGINAL PLAT OF THE CITY OF CHARLEVOIX DESC AS FOLLOWS: BEG AT SW COR OF LOT 5 TH NLY 39.59 FT AL W LI SD LOT 5 TH N88DEG 59'38"E 66.48FT(RECD AS 66 FT)TO E LI SD LOT 5 TH SLY39.59 FT AL E LI SD LOT 5 TO SE COR SD LOT TH W AL S LI LOT 5 66.43 FT (RECD AS 66 FT)TO POB ALSO THAT PR OF ALLEY VAC IN L242 P465 ADJOINING SD LOTS 5,7,& 8.

Powered by Community Center™ software from the [Land Information Access Association](#)



EXISTING RADIO TOWER

PROPOSED TOWER
25 FEET

MASON ST

STATE ST

1 INCH = 30 FEET

145

**TOWER LEASE AGREEMENT
MT. MCSAUBA SITE**

This Tower Lease Agreement is made this _____ day of _____, 2014, between the City of Charlevoix, a Michigan municipal corporation, of 210 State Street, Charlevoix, Michigan 49720 ("City"), and the Charlevoix-Cheboygan-Emmet Central Dispatch Authority, a public body corporate, of 1694 U.S, 131 Highway, Petoskey, Michigan 49770 ("Authority").

Recitals

WHEREAS, the City owns real property containing a 60' communications tower ("Tower") and equipment shelter located in the Township of Charlevoix, County of Charlevoix, Michigan, described as:

SR SW 1/4 OF SE 1/4 SEC 14 T34N R8W ALSO THAT PT OF W 1/2 OF SE 1/4 OF SE 1/4
LYING WLY OF THE TOWNSHIP RD SEC 14-34-8RD DEEDED TO TWP L252 P89 & L252
PO1 33.10 A M/L

and depicted in attached **Exhibit A** ("Property"); and

WHEREAS, the Authority wishes to lease and improve the Tower and the equipment shelter for purposes of its public safety communications operations, and in particular, to improve public safety radio communications in and around the City of Charlevoix; and

WHEREAS, the City has determined that a public benefit to the City will be achieved by the enhanced emergency services radio communications installed by the Authority; and

WHEREAS, the City agrees to lease the same to the Authority under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Authority agree as follows:

1. **LEASED PREMISES.** The City leases to the Authority space on the Tower and Property, including the existing equipment shelter, for use by the Authority in its public safety communications operations, including, but not limited to, improvements to be made by the Authority, at its sole expense, as follows:

A. **Tower.** The Authority shall improve the Tower by extending its height to the maximum height allowed by the FCC ASR, by installing guy wires to stabilize the Tower, and by installing climb protectors on the tower which shall be designed and installed to prevent unauthorized access to and climbing of the tower. The parties understand and agree that these improvements will necessitate the removal of trees that are diseased and/or would impair the ability to stabilize the Tower and/or would pose a safety hazard, and that they will work on a mutually agreeable plan for tree removal. During the

term of this Agreement, the Authority shall be entitled to use space on the Tower for the installation and operation of antennas and equipment as described in attached **Exhibit B**.

B. Equipment Shelter. The Authority shall improve the equipment shelter by either connecting existing coaxial conduits to the shelter or installing new conduits as needed, by repairing the roof and insulating the shelter, by upgrading electrical service to 200 amps, by installing a grounding grid around the shelter if needed, by installing HVAC equipment if needed, and by installing downward casting security lighting above the entrance door if mutually agreed between the parties. During the term of this Agreement, the Authority shall be entitled to use one bay of the equipment shelter for the installation and operation of its radio equipment.

C. Property. During the term of this Agreement, the Authority shall have the right, at the Authority's option, to install and operate an emergency power generator, including the right to connect a natural gas fuel supply, immediately adjacent to the equipment shelter; or in the alternative, to install a quick attach coupling to the equipment shelter for the purpose of connecting a portable generator as needed.

The parties understand and agree that the Authority's communications equipment and facilities are necessary to its public safety communications systems. The Authority will exercise due diligence so as not to cause interference with other users, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference caused by the Authority's equipment.

The City agrees that any other leases of space on the Tower would be given by the City only after the performance of a thorough structural analysis to ensure the stability of the Tower and submission to the Authority of all proposed radio frequencies to evaluate the potential for interference. If the proposed radio frequencies are determined to affect the Authority's transmissions, the Authority may require that a more thorough analysis be conducted by the applicant. The Authority shall make a good faith effort to work with the City to facilitate use of the Tower by other lessees, but reserves the right to terminate this Agreement in the event of an unresolved disagreement over interference. In the event of such termination within five (5) years, the Authority shall be entitled to reimbursement by the City of the Authority's reasonable expenses for improvements that will remain with the premises after termination.

2. LICENSE. The City grants a license to the Authority in the Property for reasonable access to make all of the improvements and for all of the uses set forth herein, and for the following, all of which shall be at the Authority's sole expense:

A. To run power to the equipment shelter from Mt. McSauba Road, from any on-site transformer, and/or from any meter pedestals that may exist on the site.

B. To install any necessary lightning suppression grounding systems, including a halo system around both the Tower and equipment shelter, and any connecting bridges.

C. For reasonable access to the Tower and equipment shelter on a 24-hour basis for the purpose of installing, maintaining, repairing, upgrading, and removing the Authority's equipment.

3. MISCELLANEOUS CONDITIONS. The Authority understands and agrees that:

A. The Authority accepts the premises as is.

B. The Authority's use of the leased space shall not result in any damage to the premises and shall not interfere with the City's use of the Property.

C. The Authority shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, the State of Michigan, the County of Charlevoix, and the City of Charlevoix.

4. TERM. The term of this Agreement shall be for five (5) years commencing from the date specified above and shall remain in effect unless renewed or terminated as provided herein.

5. OPTIONS TO RENEW. The Authority shall have the option to renew and extend the term of this Lease for three (3) consecutive periods of five (5) years each. Each renewal period shall be deemed exercised by the Authority at the time that the request for renewal option is received in writing by the City no later than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal period. Failure to request such renewal option will be deemed notice that the Authority does not wish to exercise the renewal option.

6. TERMINATION. This Agreement may be terminated by either party on 180 days advance written notice or may be terminated immediately following damage to the premises making it unfit for the purposes of this Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of routine maintenance and repair of its own property, real or personal. Accordingly, the Authority shall be responsible for inspections, maintenance, and repair of the tower and all equipment described in subsections 1.A.-C. above, and all costs related to those obligations.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, the Authority shall not modify or alter the premises without the prior written consent of the City.

9. EXPENSES. Except as otherwise provided herein, the Authority shall pay all expenses in connection with its use of the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

A. To the fullest extent permitted by law, the Authority shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the City, its elected and appointed officials, employees and agents, as the result of, or arising out of, or relating to any actions or omissions of the Authority, its officers, board members, employees or agents, in performance under this Agreement.

B. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Authority, its officers, board members, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Authority, its officers, board members, employees and agents, as the result of, or arising out of, or relating to any actions or omissions of the Authority, its elected and appointed officials, employees or agents, in performance under this Agreement.

C. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.

If to the Authority: CCE Central Dispatch Authority
1694 U.S. 131 Highway
Petoskey, Michigan 49770
Attention: Executive Director

20. ENTIRE AGREEMENT. This Agreement is the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF CHARLEVOIX

By: _____

Its:

Sworn and subscribed to me this ____ day of _____ 2014.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

CHARLEVOIX-CHEBOYGAN-EMMET CENTRAL DISPATCH
AUTHORITY

By: _____

Its:

Sworn and subscribed to me this ____ day of _____ 2014.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by:
Kathleen M. Abbott
Emmet County Building
200 Division Street, Suite G70
Petoskey, Michigan 49770



MOUNT MCSAUBA RD

EXISTING:
Warming Hut
09013

PROPOSED:
Buried Natural Gas Line
for generator

EXISTING:
Utility Structure
09005

EXISTING:
Structure
09003

PROPOSED:
Generator

EXISTING:
Buried Conduit

EXISTING:
Tower



1 INCH = 60 FEET
2010 AERIAL



Exhibit B
Mount McSauba

Antenna Height	Description	Coax
80'	VHF-DB 222	7/8"
80'	3' microwave dish	7/8"
48'	VHF-DB 222	7/8"
45'	UHF-Yagi	7/8"
40'	UHF-Yagi	7/8"



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Fish Waste Removal Contract

DATE: May 5, 2014

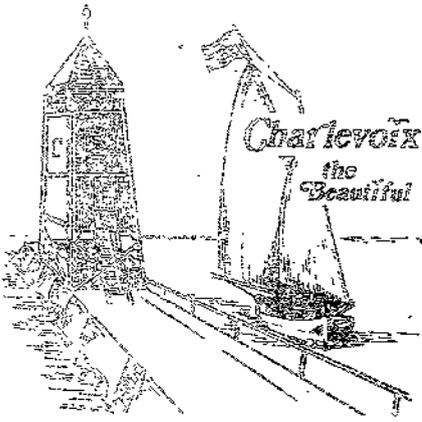
PRESENTED BY: Police Chief Gerard Doan

ATTACHMENTS: Contract with John Cross

BACKGROUND INFORMATION: The Ferry Beach fish cleaning station contract for removing fish waste expired December 2, 2013. John Cross had previously been awarded the bid for the past two years and did a very good job removing the fish waste and keeping the fish cleaning station clean.

On April 1, 2014 a two year bid proposal was posted for removing the fish waste at the Ferry Beach fish cleaning station. On April 15, 2014 a single bid was opened. John Cross submitted a bid of \$6500.00 for each year 2014 and 2015 to remove fish waste and keep the fish cleaning station clean. This is the same amount that he provided the service for in the past.

RECOMMENDATION: I will recommend that the City Council approve the contract for the fish waste removal at Ferry Beach fish cleaning station to John Cross for 2014 and 2015.



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

Fish Cleaning Station
Bid Opening
Clerk's Office/Main Floor

April 15, 2014 – 3:00 p.m.

Bidder Name & Contact Info	
Jack Cross 508 May Street Charlevoix, MI 49720	\$6,500 per season

**FISH CLEANING STATION
WASTE REMOVAL CONTRACT**

THIS CONTRACT is effective April 1, 2014 through March 31, 2016 between the City of Charlevoix, a Michigan municipal corporation, whose address is 210 State Street, Charlevoix, Michigan 49720 (City), and John Cross, a Michigan proprietorship whose office is located at 209 Belvedere Ave, Charlevoix, Michigan 49720.

Recitals

- A. The City is authorized by law to enter into contracts.
- B. John Cross is a company that that will provide fish waste removal services on a contractual basis.
- C. The City wishes to contract with Jack Cross for the provision of these services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, the parties hereby agree as follows:

- 1. The City shall pay John Cross a total of \$6,500 for the season to remove fish wastes from the Ferry Beach Fish Cleaning Station.
- 2. John Cross will be paid for his services at the end of the season in one lump sum per his request.
- 3. This contract will be in effect for two years from the date of the contract and will not automatically renew.

4. John Cross agrees to the following conditions associated with this contract:
 - a. Provide clean leak proof containers with covers to store fish waste.
 - b. Clean area's around containers including floors and walls that may have spillage from fish waste inside the station during removal of waste.
 - c. Clean area's outside of the station that may have spillage from fish waste including the parking lot which may have occurred during removal of waste.
 - d. Remove waste from the site location by means that does not allow spillage on roadways.
 - e. Contract to be from April 1, 2014 to April 1, 2016 (2 year contract).
 - f. Pick up dates will begin the second Monday in the month of May.
 - g. During the months of May and June the removal of fish waste will be conducted twice a week on Mondays and Fridays, unless otherwise requested.
 - h. During the months of July, August, September and October the removal will be conducted three times a week on Mondays, Wednesdays, and Fridays, unless otherwise requested.
 - i. Additional fish waste removals may be requested depending on the volume that is accumulated.
 - j. The removal of the fish waste will be done to the satisfaction of the City and any disputes will be rectified to the satisfaction of the City.
 - k. If the City's satisfaction is not met for the removal of fish waste, the City reserves the right to cancel the contract with 10 days written notice.
 - l. Contractor to have in force both liability insurance in the amount of \$2,000,000 naming the City of Charlevoix as additional insured and have Workers Compensation for all employees. Insurance to remain in force for the duration of the contract. If insurance is cancelled or lapses, this contract is void.

CITY OF CHARLEVOIX

DATE: _____

By: _____

Robert J. Straebel, City Manager

JOHN CROSS

Date: _____

By: _____

John Cross, Owner

FISH CLEANING STATION SPECIFICATIONS

The removal of fish waste at the Ferry Beach fish cleaning station according to schedule, removal to include but is not limited to listed specifications.

It is the intent of these specifications to have fish waste removed on a regular schedule to maintain a clean and healthy environment for the public to utilize and visit.

1. Provide clean leak proof containers with covers to store fish waste.
2. Clean area's around containers including floors and walls that may have spillage from fish waste inside the station during removal of waste.
3. Clean area's outside of the station that may have spillage from fish waste including parking lot which may have occurred during removal of waste.
4. Remove waste from the site location by means that does not allow spillage on roadways.
5. Contract to be from April 1, 2014 to April 1, 2016 (2 year contract).
6. Pick up dates will begin the second Monday in May.
7. During the Months of May and June the removal of fish waste will be conducted twice a week on Mondays and Fridays, unless otherwise requested.
8. During the Months of July, August, September and October the removal will be conducted three times a week on Mondays, Wednesdays, and Fridays, unless otherwise requested.
9. Additional fish waste removals may be requested depending on the volume that is accumulated.
10. The removal of the fish waste will be done to the satisfaction of the City and any disputes will be rectified to the satisfaction of the City.
11. If the City's satisfaction is not met for the removal of fish waste, the City reserves the right to cancel the contract with 10 days written notice.
12. Contractor to have in force both liability insurance in the amount of \$2,000,000 naming the City of Charlevoix as additional insured and have Workers Compensation for all employees. Insurance to remain in force for the duration of the contract. If insurance is cancelled or lapses, this contract is void.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Modify the Utility Bill Format and Outsource the Printing and Mailing of Utility Bills

DATE: May 5, 2014

PRESENTED BY: Joe Zielinski, City Treasurer

ATTACHMENTS:

- (1) Full Page Utility Bill Sample
- (2) Current Postcard Utility Bill Sample
- (3) Freedom Mailing Services Information
- (4) In-House vs. Outsourcing Cost Analysis

BACKGROUND INFORMATION: The City currently prints and mails its utility bills in-house on a postcard. Due to having electric, water and sewer utility charges as well as regulations requiring certain information be printed on each bill, there is no space available on the bill to add additional information. As a result, City Staff recommends changing the format of the utility bill to a full page bill in order to accommodate more information as well as to enhance the service provided to the City's utility customers. With a full page bill, the City will be able to clearly display customer account and payment information, utility readings, charges and usage history on the front of the bill as well as have a dedicated space to print special City messages and notices. On the back of the bill, static information such as utility contact information, emergency contact numbers, general utility information, payment options and payment assistance programs can be printed.

In order to cost effectively move to a full page utility bill, Staff recommends outsourcing the printing and mailing of the bills as opposed to doing it in-house. For a few cents more than what it would cost the City for just postage to mail its own full page bill, a third party vendor can print, fold, insert the bill and return envelope, and mail the utility bills. After evaluating different vendors, Staff recommends outsourcing the City's utility bill printing and mailing to Freedom Mailing Services due to its pricing and familiarity with the City's utility billing software.

While moving to a full page utility bill will cost approximately \$0.16 more per bill to print and mail (or \$8,500 total annually) than a postcard, the City can realize substantial savings by inserting City or utility informational newsletters in the mailings with the bills as opposed to sending out these newsletters in separate mailings. The City will save nearly \$2,400 for each mailing it inserts with the utility bills rather than sending out separately. As a result, if the City only does four of these mailings annually, the savings from it will more than offset the cost of

going to a full page utility bill. Additionally, the City will save approximately \$1,000 annually by including a website link on the utility bill to the annual water quality report instead of printing it in a local newspaper.

RECOMMENDATION: Motion to approve modifying the utility bill to a full page bill from a postcard and to outsource the printing and mailing of utility bills to Freedom Mailing Service.



THE CITY OF
Charlevoix

210 State Street • Charlevoix, MI 49720
Phone: (231) 547-3259
Web: www.cityofcharlevoix.org
Office Hours: 8 a.m. to 5 p.m. Monday - Friday

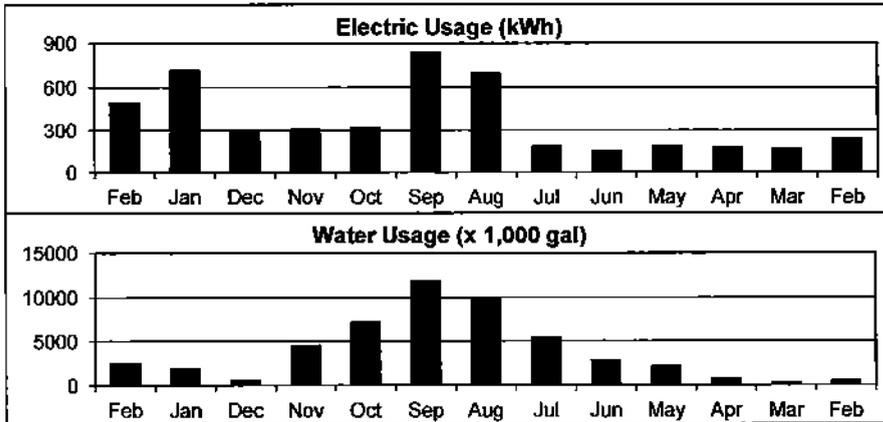
JOHN DOE
1 BRIDGE STREET
CHARLEVOIX, MI 49720

SERVICE ADDRESS	
1 BRIDGE STREET	
ACCOUNT NO.	1.100000.06
TYPE	Residential - City
BILLING DATE	02/28/2014
DUE DATE	03/18/2014
AMOUNT DUE	\$194.61

SERVICE	PREVIOUS READING	CURRENT READING	USAGE
Electric	12/18/2013 14,202	01/28/2014 15,559	1,357 ACT
Water	12/18/2013 2,372,500	01/28/2014 2,375,100	2,600 ACT

SUMMARY OF CHARGES	
ELECTRIC	111.91
ENERGY OPTIMIZATION	2.42
PWR SUPP COST RECOV	30.94
WATER BASE CHARGE	12.30
WATER USAGE	4.83
SEWER BASE CHARGE	19.50
SEWER USAGE	7.00
SALES TAX	5.71

DAYS BETWEEN READINGS: 41



CURRENT CHARGES	194.61
PREVIOUS BALANCE	122.78
PAYMENTS RECEIVED	(122.78)
PENALTIES	0.00
AMOUNT DUE	\$194.61

DO NOT PAY - AUTO DEBIT PAYMENT

MESSAGE

We are offering ACH Direct Pay Withdrawal to our customer. If interested, call the utility office to receive an application.

▲ DETACH HERE ▲

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

▲ DETACH HERE ▲



Make Checks Payable To:
City of Charlevoix Utilities
210 State Street
Charlevoix, MI 49720

ACCOUNT NO	DUE DATE	AMOUNT DUE
1.100000.06	03/18/2014	\$194.61

ACCOUNT NAME:
JOHN DOE
1 BRIDGE STREET
CHARLEVOIX, MI 49720

SERVICE ADDRESS:
1 BRIDGE STREET

AFTER DUE DATE

AMOUNT PAID

DO NOT PAY - AUTO DEBIT PAYMENT

CITY OF CHARLEVOIX UTILITIES

LOCATION 210 State Street Charlevoix, MI 49720	BILLING INQUIRES (231) 547-3259 www.cityofcharlevoix.org	OFFICE HOURS 8 a.m. to 5 p.m. Monday - Friday
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AFTER HOURS EMERGENCY CALL (231) 547-9601		
Utility Service Calls 7 a.m. to 3:30 p.m. Monday - Friday		
Electric (231) 547-3273	Water / Sewer (231) 547-3276	Water Treatment Plant (231) 547-3256

SENIOR CITIZENS & LOW INCOME CUSTOMERS:
Call (231) 547-3259 to sign up for Shutoff Protection

UTILITY RATES:

Go to www.cityofcharlevoix.org/city-departments/treasurer.html.

SHUTOFF POLICY:

The "General Shutoff Rules for Residential Electric Service" provide guidance on when and under what circumstances a residential customer's electric service may be shut off for non-payment. The policy can be found on the City's website at www.cityofcharlevoix.org/city-departments/treasurer.html. The policy provides certain protections for certain customers. From November 1st through April 15th, all residential customers are protected against electric utility shutoffs for non-payment. Senior citizens are also eligible for shutoff protection during the hottest days of summer.

PAYMENT DUE DATE:

Utility bills are mailed out at the end of each month and payments are due on or before the 18th of each month. If the 18th day of the month falls on a weekend or a federal holiday, payments are due the next business day.

PAST DUE NOTICES & PENALTIES:

A past due notice will be sent out following the due date if payment has not been received and a penalty of 5% of the unpaid balance will be added to the account. Failure to receive bill does not waive past due penalty.

NSF CHECKS:

A \$45.00 NSF Fee will be charged on all returned checks.

DELIQUENT ACCOUNTS:

Accounts more than 6 months delinquent will be added to property tax bills.

PAYMENT OPTIONS

BY MAIL: Please make checks payable to City of Charlevoix Utilities and use the enclosed envelope to send to 210 State Street, Charlevoix, MI 49720. Please allow 7 working days for mail delivery.
IN PERSON: Please come to City Hall located at 210 State Street during office hours to make a payment.
ONLINE: Available in the summer of 2014 on the City's website.

DROP BOX: Payment may be left in the utility drop box located in the parking lot between Mason and Antrim, southeast of City Hall.
DIRECT PAY: The City will automatically deduct payment from your checking or savings account each month. Direct payment forms may be obtained at City Hall or online at www.cityofcharlevoix.org/city-departments/treasurer.html.

PAYMENT ASSISTANCE PROGRAMS

Michigan Department of Human Services (231) 348-1600	Third Day Fellowship (231) 547-8040	Salvation Army (231) 347-3531	NW Michigan Community Action Agency (231) 347-9070
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The City of Charlevoix Annual Water Quality Report is available online at
<http://cityofcharlevoix.org/city-departments/documents/CharlevoixCCR2013-2014b.pdf>

This report contains important information about the source and quality of your drinking water.

If you would like a paper copy of the Annual Water Quality Report mailed to your home or if you have questions about the report, please contact Steve Teunis at the Charlevoix Water Treatment Plant at (231) 547-3256 or visit the City's website at www.cityofcharlevoix.org.

CHANGE OF MAILING ADDRESS OR PHONE NUMBER

Name	Account No.
Mailing Address	
City	State ZIP
Telephone	Email Address

CITY OF CHARLEVOIX UTILITIES
 210 State Street
 Charlevoix, MI 49720
 (231) 547-3259

TYPE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		

FIRST CLASS MAIL
 U.S. POSTAGE PAID
 CHARLEVOIX, MI
 PERMIT NO. 78

AMOUNT DUE
DEFERRED DATE
SERVICE FROM - TO

DUE DATE
BILLING DATE
ACCOUNT NO.
CIRCLE
TYPE

RETURN BOTTOM PORTION WITH PAYMENT AFTER DUE DATE	ACCOUNT NO.	AMOUNT DUE
DUE DATE		

CITY OF CHARLEVOIX
 210 State Street
 Charlevoix, MI 49720

Senior 65 or over?
 Register for Winter Shutoff Protection
 Call (231) 547-3259

FOR INFORMATION
 CONCERNING THIS BILL,
 TELEPHONE: (231) 547-3259
 OFFICE HOURS: 8:00 A.M. - 5:00 P.M.
 MONDAY THROUGH FRIDAY

AFTER HOURS EMERGENCIES: (231) 547-9601

EXPLANATION OF CODES

- | | | |
|----------------------------|----------------------------|--------------------|
| EL - Electric | SP - Sprinkler Meter | SO - Sewer Turn On |
| EN - Energy Optimization | SW - Sewer | SR - Special Read |
| DM - Demand Meter | SD - Summer Sewer Discount | DP - Deposit |
| PC - Power Cost Adjustment | MC - Miscellaneous | TX - Tax |
| YL - Security Light | EO - Electric Turn On | PN - Penalty |
| WA - Water | WO - Water Turn On | |

FAILURE TO RECEIVE BILL DOES NOT WAIVE PAST DUE PENALTY
 A \$45.00 CHARGE WILL BE IMPOSED FOR RETURNED CHECKS
 SCHEDULE OF RATES ON FILE AT CITY HALL

PLEASE MAKE CHECK OR MONEY ORDER PAYABLE TO:

CITY OF CHARLEVOIX UTILITIES
 210 State Street
 Charlevoix, MI 49720
 TELEPHONE: (231) 547-3259
 FAX: (231) 547-3617

**PLEASE RETURN THIS STUB
 WITH PAYMENT**

459 W. Centre St.
Orem, UT 84405
Ph: 801-223-2131
F: 801-223-3883
www.freedommailingservices.com

Freedom Mailing Services



We are pleased to present our statement processing services to municipal and utility companies. We have been providing these services for over twenty six years.

We specialize in providing the individualized, detailed attention your city/utility company deserves. Time, accuracy and image is essential. The faster and more accurate the statement is produced and mailed, the sooner the customer receives and pays their bill. We know from experience that cities and utility companies want their statement to reflect their individuality. Our pricing and services make it possible for cities/utility companies to design their statements to best convey their image and information for their residents. Using a custom form allows your image to be prominently promoted and residents feel more informed and part of the community. Our focus is to lighten your work load so your staff can better serve your customers needs.

The services we provide include: computer sorting, laser printing, folding, inserting, post office prep, post office delivery, and postage payment. **All these services are guaranteed in a 24 hour turn around**, if the file is received *and verified before 2:00 p.m.* If you would like a **13 month usage graph** on each account, this can also be done at a minimal additional fee.

The software that is used to sort and optimize postage discounts is approved by the Postal Service and is rated among the very best in the mailing industry. With this software we can assign the post office automation requirements including the **Full Service Barcode**, carrier routes and optional endorsement line. This information will decrease your postage for full page bills and postcards.

Your postage savings ***PAYS OUR FEES!***

Our computer program will print your entire statement, including the automation requirement, without altering your calculations or information.

Freedom Mailing Services can do all or any portion of your mailing requirements. We have the facilities and equipment to do the design, layout and printing of your blank bills and envelopes, assist with newsletters, flyers, water quality reports and public information letters.

Getting started is only one step away. . . .

Let us explain how easy it is . . . 

File Preparation:

- City/utility companies calculates statements *as usual*.
- Send the file via Email or FTP connection to F.M.S.



Processing:

- F.M.S. sorts and updates all statements according to U.S.P.S. requirements to ensure their accuracy. Statements are sorted for the fastest delivery and the greatest postage discounts.
- Each city/utility company will be contacted to verify all information *before* printing begins. This procedure eliminates potential mistakes and reprints of statements.

Printing:

•F.M.S. laser prints statements with the post office Intelligent Mail Barcode (IMB), endorsement line and package number. The Postage, CASS & Qualification reports are also printed. (These reports are required for any mailing with discounted postage rates.) Great care is taken for quality control on font style & sizes, exact positioning, account number barcodes, and usage graphs.

Delivery:

- All jobs are delivered to the post office that will ensure the fastest delivery to the recipient.



Costs:

All fees include address updating, laser statement printing, folding, bursting (when necessary), inserting statement & return envelope, post office prep, delivery to the post office, and *Postage Paid*.

F.M.S. fee's paid out of postage savings.

FULL PAGE STATEMENTS
.495 cents per piece
 Generating a Usage Graph is an additional .015 cents per statement

There is an additional fee for extra inserts:

- 8 1/2" x 11" to be folded and inserted is .016 cents a piece.
- 11" x 17" to be folded and inserted is .018 cents a piece.

AUTOMATED POSTCARD STATEMENTS
 .345 cents per piece

PRESORTED POSTCARD STATEMENTS
 .385 cents per piece

CASS CERTIFICATIONS & NCOA ADDRESS UPDATES
 Service fee of .01 cents per record + \$30 download fee per file.

We can print your custom forms and envelopes in-house!

- Saves you shipping and handling fees.
- We store printed forms & envelopes at our facility at *no extra fee*.
- For a price quote call — 801-373-2131.



City of Charlevoix
Cost Analysis of In-House vs. Outsourcing Utility Bill Mailings

In-House 3 x 5 Postcard

Bill Mailings	Per Bill
Postcard	0.0200
Postage	0.2930
Labor	0.0300
Ink, Printer, ect.	0.0300
Total Per Bill	\$ 0.3730

Bills / Month	4,500
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Months	12
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Annual Total	\$ 20,742
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City / Utility Mailings	Per Mailing
Paper, Ink, Printer, etc.	0.0400
Envelope	0.0400
Postage	0.4900
Labor	0.0300
Total Per Mailing	\$ 0.6000

Customers	4,500
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# per year	4
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Annual Total	\$ 10,800
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Water Quality Report	Total
Ad in Paper	\$ 1,000

Annual Grand Total	\$ 31,942
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Outsourcing Full Page (FMS)

Bill Mailings	Per Bill
Printing & Postage	0.4950
Duplex Printing	0.0100
Usage Graph	0.0150
Ink	0.0100
Total Per Bill	\$ 0.5300

Bills / Month	4,500
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Months	12
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Annual Total	\$ 28,620
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City / Utility Mailings	Per Mailing
Duplex Printing	0.0535
Fold & Insert	0.0160
Total Per Mailing	\$ 0.0695

Customers	4,500
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# per year	4
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Annual Total	\$ 1,251
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Water Quality Report	Total
Water Quality Report	\$ -

Annual Grand Total	\$ 29,871
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Variance

Total

\$ (0.1570)

\$ (8,478)

\$ (1.88) per customer

\$ 0.5305

\$ 9,549

\$ 1,000

\$ 2,071

\$ 0.46 per customer

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration of a Resolution to Allow Credit Card Transactions for Utility, Property Tax and Ambulance Payments

DATE: May 5, 2014

PRESENTED BY: Joe Zielinski, City Treasurer

ATTACHMENTS: Credit Card Resolution

BACKGROUND INFORMATION: Currently, the City accepts cash, check or money order for payment of utility, property tax and ambulance bills. Utility customers also have the option of setting up ACH direct payment to pay their bills which the City began offering a few years ago. However, in order to provide greater customer service to the City's taxpayers and customers as well as to respond to the demand from seasonal and year-round residents, City Staff would like to begin accepting payments for utility, property tax and ambulance bills by credit or debit card. This would be in addition to credit card payments already being accepted at the City Airport, the City Marina, City Hall, the Electric Car Charging Station, the Farmers' Market and for Recreational Department activities.

RECOMMENDATION: Motion to pass the attached resolution to allow credit card transactions for utility, tax and ambulance payments.

**CITY OF CHARLEVOIX
RESOLUTION 2014-05-XX
APPROVE CREDIT CARD PAYMENTS FOR UTILITY, PROPERTY TAX AND AMBULANCE BILLS**

WHEREAS, Act 280 of the Public Acts of Michigan of 1995 authorizes units of local government to accept payments by credit card, or by other financial transaction devices; and

WHEREAS, the City has in the past accepted credit card payments at the City Airport, the City Marina, City Hall, the Electric Car Charging Station, the Farmers Market and for Recreational Department activities to strengthen internal controls and provide improved customer service; and

WHEREAS, the City currently has an agreement to accept Visa, MasterCard, and Discover with direct verification and validation of cards at a negotiated rate per transaction; and

WHEREAS, except for the items mentioned in this resolution, the City does not wish to accept credit cards at this time for any additional services provided citizens, due to the cost; and

WHEREAS, the City has internal controls in place to monitor credit card transactions to verify the proper recording of non-cash transactions.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX authorizes staff to provide for acceptance of payments by credit card, debit card or other electronic funds transfer card for City of Charlevoix utility, property tax and ambulance bills.

RESOLVED, this _____ day May, A.D. 2014.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approval Payment Service Network (PSN) Service Agreement

DATE: May 5, 2014

PRESENTED BY: Joe Zielinski, City Treasurer

ATTACHMENTS: (1) PSN Service Agreement
(2) PSN Online Billing and Payment Solutions Information
(3) Financial Analysis for Online Billing and Payment Services

BACKGROUND INFORMATION: The City accepts cash, check or money order for payment of utility and property tax bills in person at the front counter in City Hall, by mail or by using the City drop box. Utility customers also have the option of setting up ACH direct payment to pay their bills which the City began offering a few years ago. In order to provide greater customer service though as well as to improve the efficiency of the Treasury staff, I have explored different solutions to increase payment options for City customers and taxpayers while at the same time minimizing staff workload associated with processing payments.

After an extensive review of a handful of vendors, I am recommending the City enter into a three year agreement with Payment Service Network (PSN) to provide online billing for the City's utilities and to provide online, mobile and automated and live phone payment solutions for utilities and property taxes. PSN was selected due to its low upfront costs (\$399) and monthly fees (\$59.95), but most importantly, due to its partnership with Civic Systems which is the provider of the City's financial and utility software. As a result of the partnership between PSN and Civic, there will be a seamless integration of processing utility payments made through PSN services which will increase staff efficiency and reduce the potential for processing errors.

As for the services being provided by PSN, the online billing for utilities will give the City's customers the ability to view and pay bills online, view a 12-month history of their bills and payments and the option to opt out of receiving a bill in the mail and instead receive it electronically. By customers opting to receive their bill electronically, the City will be able to save on printing and mailing costs while at the same time promoting green initiatives. The monthly PSN fee for the online billing service is \$59.95. However, if just 10% of utility customers opt out of receiving a bill through the mail, the annual savings to the City will be over \$2,000 annually.

For payment solutions, PSN offers numerous payment options. These options include online or by mobile through a secure PSN website, a 24/7 automated phone number and talking live with a PSN customer service representative. Payments can be made with Visa, Mastercard and Discover credit and debit cards as well with eChecks. There is no cost to the City for these services. However, customers will be required to pay a transaction fee to use these payment options. There will be a transaction fee of 2.75% for each credit or debit card transaction and \$1.00 for each eCheckings or eSavings transaction. For any credit or debit card transaction less than \$100 though, the customer will be charged 2.75% plus \$0.50. With each customer who utilizes a PSN payment option, the City will be able to realize labor savings and efficiencies by not having to manually process the payment. The annual savings the City could realize are over \$5,000 if only 10% of utility customers take advantage of a PSN payment option on a monthly basis.

The City Attorney has reviewed the agreement and has stated that it is "legal." However, he stated the agreement contains multiple provisions that the City historically has tried to avoid since these provisions have been deemed unfair to the City. These provisions include an early termination fee of \$550, a limitation on PSN's liability to the fees it has collected in the prior six months, any legal dispute will be heard in Dane County, Wisconsin, and PSN does not guarantee that customers' information will be secure.

After reviewing sample agreements from the other vendors I contacted, the language in the PSN agreement regarding limiting its liability and not guaranteeing the security of customers' information appears to be standard in this industry. I also spoke with the Cities of St. Joseph, Marshall and Coldwater which use PSN's services. Each city has had a positive experience with PSN. Additionally, the City could take steps to limiting its liability by adding a statement to the City's website that states "PSN provides the highest level of security available and takes numerous measures to ensure your information is secure as possible. However, by using any of PSN's services to pay City utility or property tax bills, you understand that the City cannot guarantee your information will be secure and you cannot hold the City liable for any possible breach of information security." Lastly, City Staff feels the advantages of the services provided by PSN outweigh the risks. Staff believes it is long overdue to provide the City's customers and taxpayers the ability to pay their utility and property tax bills online and with a credit card and that PSN provides the best services to accomplish these goals.

RECOMMENDATION: Motion to approve the service agreement with Payment Service Network (PSN) for three years to provide online billing for utilities and various payments solutions for utilities and property taxes.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of _____ (insert date) (the "Effective Date") between City of Charlevoix, MI ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's customers ("Customers") can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule B) in the manner, amounts and pursuant to the terms set forth on Schedule B. Schedule B specifies those Fees payable by the Customer and those Fees payable by the Account Holder.
2. The Services to be provided by PSN (the "Services") are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by account, and specification by transaction/account type (e.g. utilities, taxes). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.
 1. Said compatibility does not adversely affect, alter or change PSN's established service;
 2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
Payment Service Network, Inc. | 2901 International Lane, Madison WI 53704 | www.PaymentServiceNetwork.com

1

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

- c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the Services that will be charged to the Customer for the Services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN Fees to Customers.
 - d. PSN will provide Account Holder with Check 21 services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - g. PSN will provide a non-exclusive license to use a Customized Mobile App as described in, and on the terms and conditions set forth in, the Mobile Application Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
3. PSN reserves the right to modify the Services and Fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or Fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least thirty (30) days prior to the effective date of any such modifications. Account Holder also consents to receiving from PSN any Federal tax statements or other notices required by Federal, State or Local law in an electronic format.
 4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
Payment Service Network, Inc. | 2901 International Lane, Madison WI 53704 | www.PaymentServiceNetwork.com

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

a. Credit Card Transactions:

1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.
2. Account Holder will be charged a fee of Fifteen Dollars (\$15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars (\$15.00) chargeback fee for the purpose of charging it back to the Customer.

b. ACH - Checking and Savings Account Transactions:

1. Problem transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - a. PSN will notify Account Holder and Customer of said problem;
 - b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.
 - c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.
5. The initial term of this Agreement shall be for a period of three (3) years commencing on the date that the first payment transaction is processed by PSN for any Customers under this Agreement (the "Initial Term"), and shall automatically extend for additional periods of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars (\$550.00) to PSN as an early termination fee, *provided however*, that no early termination fee shall be due or payable by Account Holder if it terminates this Agreement under this Section within thirty (30) days of the date on which PSN delivers notice of material modifications to the Services, Fees or service charges under Section 3 of this Agreement other than

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
Payment Service Network, Inc. | 2901 International Lane, Madison WI 53704 | www.PaymentServiceNetwork.com

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

increases of fees and service charges that are attributable to direct pass through increases from PSN's merchant bank. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. All obligations of Account Holder arising from transactions prior to termination shall survive termination of this Agreement. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, credit card chargebacks, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds, and other disputed charges and problem transactions specified in paragraph 4 of this Agreement.

6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.
7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.
8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the

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Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9. a. Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder or its agents.

b. PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorney's fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of PSN's representations and warranties contained in this Agreement; (b) PSN's breach of any covenant or obligation contained in this Agreement; and (c) any claims or disputes arising under any agreement between PSN and a Customer (or any third party) or otherwise relating to the relationship between PSN and a Customer (or any third party). PSN's obligations under this paragraph do not apply to any of the foregoing causes to the extent resulting from acts or omissions of Account Holder.

10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and

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otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.

- a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer Customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials Web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transaction of a Customer from Account Holder's Web site to the Site.
- b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.
- c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
- d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.

12. PSN WARRANTS THAT IT WILL PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE AND PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY

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REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER AND ITS CUSTOMERS TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (THE "LIABILITY CAP"). PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

14. PSN agrees to procure and maintain the following insurance policies and bond in no less than the following minimum amounts (or such other minimum amounts, if higher, as required by law), with such reasonable deductibles as PSN shall determine:

Errors and Omissions Professional Liability Coverage
\$1,000,000 Each Claim; \$1,000,000 Aggregate

Commercial Umbrella Liability Coverage
\$2,000,000 Each Occurrence; \$2,000,000 Aggregate

Commercial Crime Coverage
\$250,000 Form A - Blanket Employee Dishonesty; \$250,000 Form B - Forgery or Alteration; \$10,000 Form C - Money and Securities; \$250,000 Business Service Bond; \$2,500 Deductible

Commercial General Liability Coverage
\$2,000,000 General Aggregate; \$1,000,000 Each Occurrence; \$100,000 Fire Damage; \$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage
\$100,000 Accident; \$500,000 Policy Limit; \$100,000 Each Employee.

15. Account Holder understands that PSN is party to a Merchant Services Agreement pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that Account Holder is a sub-merchant under said Merchant Services Agreement. As a conditional precedent to PSN's obligations under this Agreement, Account Holder shall enter into a Sub-Merchant Agreement with the Provider (on Provider's current form) to satisfy the Associations' requirement that the Account Holder have a direct contractual relationship with a member of the Associations.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Dane County, Wisconsin, and agree not to raise any objection to or defense based upon the venue of said courts.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such

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agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

18. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.
19. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCOUNT HOLDER

Company: _____

Signature: _____

Print Name: _____

Title: _____

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: Marll Thiede

Title: CFO

**Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5116 Fax
877-390-7368 Toll Free**

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "A" [Fill out sections I, II and III]

I. Corporate Office Information

Contact Name: _____ Business Legal Name: _____
 Address: _____ City, State, ZIP: _____
 Telephone: _____ Fax: _____
 Email: _____ Business Tax ID (if different for each account, list below): _____

II. List of Properties, Accounts or Services: (Please use a separate sheet if needed or supply an Excel spreadsheet if possible.)

Total Number Payers	Service Description	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID	Last 4 Digits of Checking Account (if different for each)	Contact Person	Email	Phone Number
4,000	Utility Payment						
	Tax Payment						
	Ambulance						
	Park Recreation						

III. Depositing and Invoicing Instructions and Request for Voided Check(s):

- Please indicate by checking the appropriate box how you want PSN to debit its Fees from your bank account(s).
 - PSN should invoice and take its Fees from the same bank account(s) to which it is depositing funds.
 - PSN should invoice and take its Fees from a different bank account than the one to which it is depositing funds.
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, and/or a voided check of the account from which PSN will debit its Fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s), on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which service, property or account (from the list above) it represents.
- In order to debit Fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Charlevoix, MI Utility

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input checked="" type="checkbox"/>	One-time Setup		\$199.00	Paid by Account Holder	
<input checked="" type="checkbox"/>	Web Customization	Custom	\$200.00	Paid by Account Holder	
<input checked="" type="checkbox"/>	Mobile App	Standard	\$	NA	
<input checked="" type="checkbox"/>	Training		Waived	NA	
<input checked="" type="checkbox"/>	Software Integration with CIVIC Systems		Waived	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Swipe Credit Card Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input checked="" type="checkbox"/>	Credit Card Swipe Machine QTY 1	Vx570 DC	\$365.00	Paid by Account Holder	
Monthly Fees					
<input checked="" type="checkbox"/>	Gateway including eBill Solution		\$ 59.95	Paid by Account Holder	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA	
<input type="checkbox"/>	Mobile App		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input checked="" type="checkbox"/>	Integrated Swiped Credit Card		\$4.95	Paid by Account Holder	
Transaction Fees					
(all fees are per item; unless otherwise noted; only one fee will be charged per transaction)					
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/> Online/Mobile	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	\$1.00	Paid by Customer
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AmEx	<input checked="" type="checkbox"/> Online/Mobile	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	2.75%*	Paid by Customer
<input checked="" type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)	Gross Deposit	\$0.40	Paid by Account Holder	
<input type="checkbox"/>	eCash Solution	NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)	NA	\$	NA	
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)	NA	\$	NA	
<input checked="" type="checkbox"/>	Advanced Integrated Credit Card Swipe	Net Deposit	2.75%*	Paid by Customer	
<input type="checkbox"/>	Cash Distribution	NA	\$	NA	
Other Fees					
<input type="checkbox"/>	Annual Security Compliance (billed annually)	Due each December	\$	NA	
<input checked="" type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15c per minute, 2 minute minimum	Paid by Account Holder	
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$35.00	Paid by Customer	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)		\$	NA	
<input type="checkbox"/>	NSF (for Cash Distribution transactions with insufficient funds)	A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder	

*If payment is less than \$100, the Customer will be charged 2.75% plus 50c.

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
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PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Charlevoix, MI Tax

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input type="checkbox"/>	One-time Setup		\$	NA	
<input type="checkbox"/>	Web Customization	NA	\$	NA	
<input type="checkbox"/>	Mobile App	NA	\$	NA	
<input checked="" type="checkbox"/>	Training		Waived	NA	
<input checked="" type="checkbox"/>	Software Integration (If available with BS&A for Tax Payments)		Waived	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Swipe Credit Card Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input type="checkbox"/>	Credit Card Swipe Machine		\$	NA	
Monthly Fees					
<input type="checkbox"/>	Gateway including eBill Solution		\$	NA	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA	
<input type="checkbox"/>	Mobile App		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input type="checkbox"/>	Integrated Swiped Credit Card		\$	NA	
Transaction Fees					
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/> Online	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	\$1.00	Paid by Customer
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AmEx	<input checked="" type="checkbox"/> Online	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	2.75%*	Paid by Customer
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)		Gross Deposit	\$	NA
<input type="checkbox"/>	eCash Solution		NA	\$	NA
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$	NA
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)		NA	\$	NA
<input checked="" type="checkbox"/>	Standard Credit Card Swipe		Net Deposit	2.75%*	Paid by Customer
<input type="checkbox"/>	Cash Distribution		NA	\$	NA
Other Fees					
<input type="checkbox"/>	Annual Security Compliance (billed annually)		Due each December	\$	NA
<input type="checkbox"/>	Outbound Auto-Call Messaging		Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2 minute minimum	NA
<input type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)			\$	NA
<input type="checkbox"/>	NSF (for scanned and VPOST checks)			\$	NA
<input type="checkbox"/>	NSF (for Cash Distribution transactions with insufficient funds)		A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder

*If payment is less than \$100, the Customer will be charged 2.75% plus 50¢.

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

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PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Charlevoix, MI Ambulance

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input type="checkbox"/>	One-time Setup		\$	NA	
<input type="checkbox"/>	Web Customization	NA	\$	NA	
<input type="checkbox"/>	Mobile App	NA	\$	NA	
<input checked="" type="checkbox"/>	Training		Waived	NA	
<input type="checkbox"/>	Software Integration		\$	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Swipe Credit Card Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input type="checkbox"/>	Credit Card Swipe Machine		\$	NA	
Monthly Fees					
<input type="checkbox"/>	Gateway including eBill Solution		\$	NA	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA	
<input type="checkbox"/>	Mobile App		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input type="checkbox"/>	Integrated Swiped Credit Card		\$	NA	
Transaction Fees (all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
<input type="checkbox"/>	eChecking or eSavings Payment	<input type="checkbox"/> Online/Mobile	NA	\$	NA
		<input type="checkbox"/> Automated Phone	NA	\$	NA
		<input type="checkbox"/> Live PSN Rep	NA	\$	NA
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AmEx	<input type="checkbox"/> Online/Mobile	NA	\$	NA
		<input type="checkbox"/> Automated Phone	NA	\$	NA
		<input type="checkbox"/> Live PSN Rep	NA	\$	NA
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)	NA	\$	NA	
<input type="checkbox"/>	eCash Solution	NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)	NA	\$	NA	
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)	NA	\$	NA	
<input checked="" type="checkbox"/>	Standard Credit Card Swipe	Net Deposit	2.75%*	Paid by Customer	
<input type="checkbox"/>	Cash Distribution	NA	\$	NA	
Other Fees					
<input type="checkbox"/>	Annual Security Compliance (billed annually)	Due each December	\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2 minute minimum	NA	
<input type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$	NA	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)		\$	NA	
<input type="checkbox"/>	NSF (for Cash Distribution transactions with insufficient funds)	A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder	

*If payment is less than \$100, the Customer will be charged 2.75% plus 50¢.

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
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PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Charlevoix, MI Park and Recreation

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input type="checkbox"/>	One-time Setup		\$	NA	
<input type="checkbox"/>	Web Customization	NA	\$	NA	
<input type="checkbox"/>	Mobile App	NA	\$	NA	
<input checked="" type="checkbox"/>	Training		Waived	NA	
<input type="checkbox"/>	Software Integration		\$	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Swipe Credit Card Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input type="checkbox"/>	Credit Card Swipe Machine		\$	NA	
Monthly Fees					
<input type="checkbox"/>	Gateway including eBill Solution		\$	NA	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA	
<input type="checkbox"/>	Mobile App		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input type="checkbox"/>	Integrated Swiped Credit Card		\$	NA	
Transaction Fees					
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
<input type="checkbox"/>	eChecking or eSavings Payment	<input type="checkbox"/> Online/Mobile	NA	\$	NA
		<input type="checkbox"/> Automated Phone	NA	\$	NA
		<input type="checkbox"/> Live PSN Rep	NA	\$	NA
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AmEx	<input type="checkbox"/> Online/Mobile	NA	\$	NA
		<input type="checkbox"/> Automated Phone	NA	\$	NA
		<input type="checkbox"/> Live PSN Rep	NA	\$	NA
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)	NA	\$	NA	
<input type="checkbox"/>	eCash Solution	NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)	NA	\$	NA	
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)	NA	\$	NA	
<input checked="" type="checkbox"/>	Standard Credit Card Swipe	Gross Deposit	0.5%*+60c**+pass thru***	Paid by Account Holder	
<input type="checkbox"/>	Cash Distribution	NA	\$	NA	
Other Fees					
<input type="checkbox"/>	Annual Security Compliance (billed annually)	Due each December	\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15c per minute, 2 minute minimum	NA	
<input type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$	NA	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)		\$	NA	
<input type="checkbox"/>	NSF (for Cash Distribution transactions with insufficient funds)	A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder	

*Basis Points=Fee charged by credit card companies/processors

**Includes authorization fee by credit card company/processor and PSN's channel fee (e.g., swipe)

***Pass Thru=Interchange fees charged by credit card companies (assures lowest fee charged by credit card company for that type of card)

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
 Payment Service Network, Inc. | 2901 International Lane, Madison WI 53704 | www.PaymentServiceNetwork.com

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" continued Fee Schedule for City of Charlevoix

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

ACCOUNT HOLDER:

Signature: _____

Date: _____

Print Name: _____

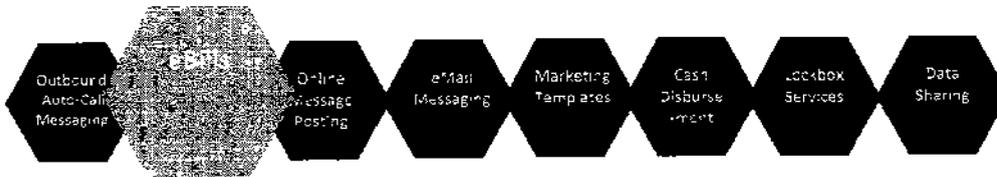
Title: _____

eBills (Online Billing)

Wasting \$\$\$ on paper, printing & postage?

Customers today expect the convenience of viewing bills online. Plus, there is the benefit of reducing your carbon footprint and promoting your "green" efforts. Otherwise, you can reduce paper printing, postage and equipment upkeep costs. However, other internal expenses can be reduced, as well. If a customer requests a duplicate bill, your CSR can print the bill and email it. Customers can refer to a year-long history of their bills/payments for tax purposes, as applicable. Depending on your volume, eBills can be delivered for as little as a 1/2¢ to about 10¢ each. *That's saving!*

SUPPLEMENTARY SOLUTIONS



Accessed and controlled through your personalized Account Management Center



Solution



Civic Systems' partner, PSN, has an eBill solution that is easy to implement with no hardware or software costs. With your logo and your bill print file, eBills that closely resemble your printed bills will be generated automatically. Data exchanges from your software to PSN can happen daily to assure that your customers have the most up-to-date amount due information. Customers are notified via email when their bills are ready for viewing and payment. Due-date and missed-payment-date notices are sent automatically from PSN. You can upload any PDF as a bill attachment and select which billing cycle (current or future) it should accompany and whether it opens automatically or prompts the customer to open it. Every customer is automatically registered for eBills and there is a handy paper-billing opt out when they first log in. You can view who has viewed and paid their online bill, as well.

Special for utilities: Usage charts are automatically generated and viewable for all customers.



888.241.1517
www.CivicSystems.com



Civic's
ePayment • eBill
eCommunication
Services Partner

Benefits... Benefits... Benefits...

- ✓ Reduce the cost of billing your customers to as little as a 1/2¢ to about 10¢.
- ✓ No hardware or software investment. Quick and easy implementation with PSN.
- ✓ Speeds cash flow twofold—bill delivery is more rapid which can generate more online payments.
- ✓ Enhances the customer experience since they can view and pay bills online and maintain a history.
- ✓ Reduces your carbon footprint and allows you to promote your green initiative.

Contact us for information on other ways we can help your business.

Security, Privacy, Recovery

Your Customer Data Needs to Be Protected... and We Do It at the Highest Level

Your customer data, as well as your company's data, is our top concern. We invest heavily in keeping that data protected. Likewise, we understand and respect that your customer data is *your* data and its privacy is vital. And, we want to make sure there is no loss of data or service if a disaster occurs. We can assure both you and your customers that PSN takes every precaution to protect, secure and recover your data.

PERSONAL RIGHTS
SECURITY
CONFIDENTIAL
INDIVIDUAL
Privacy

PSN absolutely will not share any of the data we receive from you or your customers with any other party. Further, the PSN system is "walled" so that you cannot access any other company's data. Customer data is also "walled" so that your payer can only access their payer portal. PSN's complete privacy policy can be viewed online.

Security
PROTECT
LOCKED
SAFE
SHIELD
SECURE

While we often think of security as hackers breaking into systems, PSN thinks of all aspects of data touches—people, places, systems, storage and transfer. You don't have to simply take our word for it; we have attained and successfully maintained a PCI Level 1 Certification—the highest possible. Each year, an independent firm conducts a thorough audit of our people, places and data to assure continued compliance. While protocol requires that we not reveal specifics about our security, we are providing some general information to assure you that PSN does take security seriously.

PEOPLE... If you work for PSN, no matter what your role, you must pass a background check. Further, we limit access to data based on each employee's level of security clearance. We also monitor access and activity of staff members. Likewise with our partners—CDW and Iron Mountain which house, store and destroy data for PSN, their employees also have to pass security checks.

PLACES... PSN's corporate office passes PCI security standards. CDW and Iron Mountain also pass Level 1 requirements. Some of the measures used include fingerprint technology and camera monitoring.

SYSTEMS... PSN maintains a sophisticated system of application firewalls, system firewalls and an annual internal and external penetration test. Access is also limited to only those who have passed the highest security level. Any user who has three unsuccessful attempts to login is locked out.

STORAGE AND TRANSFER... PSN uses AES 256 bit encryption for stored data and all transmitted data is 2048-bit extended validated SSL secured.

Disaster Recovery
QUICK
DUPPLICATION

To help assure the smoothest recovery in a disaster, PSN maintains redundant systems and backs up data every 15 minutes, as well as daily. The daily backup is encrypted and transferred on an encrypted connection to a secure offsite location. Multiple machines are set up with mirrored configurations so that if one device goes down, the next device carries out the functions with no downtime or very limited downtime. PSN maintains a 99.9% uptime.

Eliminating Your Risk
OFFLOAD
HANDOFF
SAVINGS
PAYMENT

Since PSN houses all sensitive customer data (e.g., banking and credit card info), you are not required to attain a PCI certification. By using PSN's Call Center and credit card swipe equipment, your staff will not be required to handle sensitive data which further eliminates the need for you to attain PCI certification. We can even remove the risk of handling cash in your office by providing cash payment locations.



2901 International Lane
Madison WI 53704
866.917.7368 VOICE
608.442.5116 FAX
PaymentServiceNetwork.com

Contact us for information on other ways we can help your business.

Credit & Debit Cards

Customers Like Credit Cards—Now Make Them Work for You



Some customers love to pay their bills by credit card to earn reward points. Others may find they are short on cash and need a 'temporary loan' to pay their bills. Let us develop a credit card solution that meets your business objectives while giving your customers more options. Are you more concerned with providing customers with payment options they want? More concerned with getting funds deposited faster? More concerned with bottom line costs? Or more concerned with getting an instantly approved payment? No matter what your business objective, we can tailor a solution to your needs, while achieving improved customer satisfaction. **NOTE:** If you currently use a merchant provider, ask us if we can reduce your fees, whether paid by your business or your customer.

FORMS OF PAYMENT ACCEPTED

Master
Card

VISA

Discover

American
Express

Debit
Cards

eCheck

Money
Order

eCash

Paper
Check

Your Bank

Solution

You can choose: which credit cards you want to accept (MasterCard, VISA, Discover and American Express); to accept online, in person and/or via our toll-free phone service; to accept the fee and encourage more payments by offering a free service to your payers or pass on the fee to your payers—or choose both, absorb fees for some payments while passing on fees for some (i.e. application vs. rent payments). Once you have chosen a credit card solution that meets your business needs, PSN's Merchant Account Specialists will prepare the paperwork for your signature. Once completed, our Specialists work with the Merchant Provider to get your account established. You will spend less than 15 minutes activating credit cards!

Credit card rules and regulations apply; speak to a knowledgeable PSN expert who can get your account set up easily and properly.

Benefits... Benefits... Benefits...

- ✓ Customers can pay by credit or debit card, further enhancing customer satisfaction.
- ✓ Credit/debit cards are approved/declined instantly rather than waiting days for an NSF notice.
- ✓ No hardware or software investment. Quick and easy implementation with PSN.
- ✓ PSN takes the paperwork and merchant setup out of your hands.
- ✓ No additional monthly gateway fees, if you are processing other payments through PSN.

Contact us for information on other ways we can help your business.



ePayment > 21



888.241.1517
www.CivicSystems.com

eCheck Solution

Provide online payments, easily & affordably...

Accepting online payments is a must today. The least expensive and easiest to implement for you and your customers are eCheck payments. The more customers who pay online, the more staff time is freed up for more business-enhancing tasks. eChecks move more quickly through the financial network resulting in improved cash flow with funds being deposited in two to five days, on average. You will also receive NSF notifications in much less time. And PSN gives you the option of passing on the transaction fee to your customer or absorbing the fee yourself. Customers also enjoy benefits such as paying remotely by computer or mobile device, maintaining a history of payments, printing receipts, managing their payment methods and setting up and changing auto-payments. NOTE customers can pay from either checking or savings.

FORMS OF PAYMENT ACCEPTED

Master
Card

VISA

Discover

American
Express

Debit
Card

eCheck

Money
Order

eCash

Paper
Check

Your Bank

Solution

PSN's eCheck solution can be as uncomplicated as processing eChecks through the financial network and depositing funds into your account or as sophisticated, yet easy, as integrating with your software for automatic posting of payments in your ledger. Regardless of which level of service you select, you have full visibility and control over the eCheck solution through your PSN Account Management Center (AMC).

Here are some of the AMC capabilities:

- View payments in real time
- Block customers from making payments
- Cancel payments
- Make payments on behalf of customers
- View NSF payments
- Run reconciliation reports

Benefits... Benefits... Benefits...

- ✓ Move funds faster with much quicker deposit times.
- ✓ Customers can make a one-time payment or set up automatic recurring payments.
- ✓ No hardware or software investment. Quick and easy implementation with PSN.
- ✓ Maintain control over the online experience through the PSN Account Management Center.
- ✓ Frees staff time for more important tasks than handling paper checks and writing deposit tickets.

Contact us for information on other ways we can help your business.



888.241.1517
www.CivicSystems.com



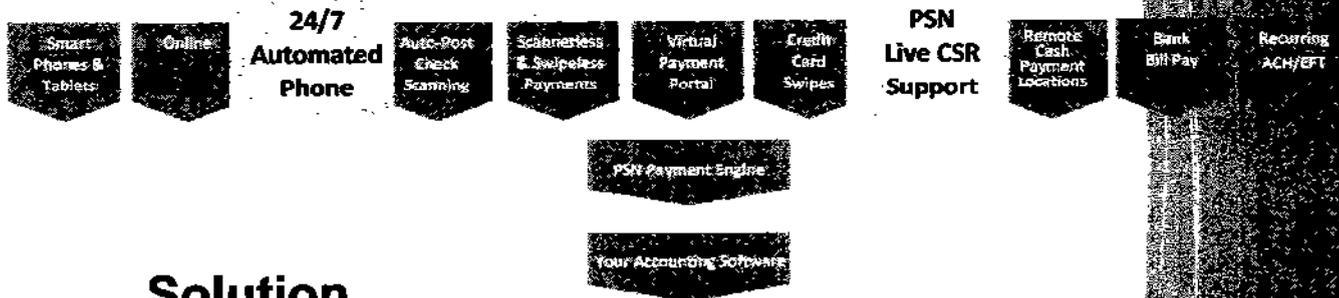
Automated & Live Phone Payments

Your Customers May Prefer to Pay by Phone

Let's face it. Your customers may not have a computer or smart phone, can't access the Internet when a payment is due or simply don't trust making payments online and would rather talk to someone to make a payment. Don't worry. PSN has just the right automated phone payment (IVR) solutions—you select what is best for you and your customers. And what's even better? Your customers can actually talk to a "live" Customer Service Representative to make a payment or to get help.



CUSTOMER PAYMENT OPTIONS



Solution

Civic Systems partner, PSN, lets you select the Automated Phone Solution that is right for you: The **ELITE DEDICATED SYSTEM** provides you with a dedicated 800 number and the most customized functionality—customers listen to your script, can prompt for amounts due and can be transferred to your customer service staff and/or PSN staff. The **STANDARD DEDICATED SYSTEM** has all the features of the Elite system, except it forwards calls to PSN staff rather than your staff. The **SHARED INDUSTRY SYSTEM** allows you to capitalize on "shared costs" with businesses in your industry. The system uses a generalized greeting but once the customer is recognized by the system, your company name is given. To take advantage of these systems, your software will be integrated with PSN. We also have a **LIVE CSR** solution for non-integrated accounts where live operators can take payment calls.

Benefits

- Increase online payments and reduce A/R
- PSN Live CSR Support: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Remote Cash Payment Locations: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Bank Bill Pay: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Recurring ACH/EFT: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Virtual Payment Portal: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Credit Card Swipes: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Scannerless & Selfless Payments: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Auto-Post Check Scanning: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- 24/7 Automated Phone: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Online: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.
- Smart Phones & Tablets: Provide a dedicated 800 number and support staff. Your support staff can be trained to handle customer inquiries and provide excellent customer service.



**City of Charlevoix
Annual Savings from PSN Services**

PSN e-payments Service	
Average number of check payments per month	3,375 assume 75% of payments currently are checks
Cost to process each paper check	\$1.26
Monthly cost to process paper checks	\$4,252.50
Average monthly expected usage of online payments	10%
Anticipated online/phone payments per month	338
Cost per PSN e-payment (fee is passed to customer)	\$0.00
Cost PSN monthly gateway	\$0.00
Monthly cost per e-payment	\$0.00 Savings of \$1.26 per check
ANNUAL Savings from e-payments \$5,103	

PSN Online Billing Service	
Average bills mailed per month	4,600
Cost to print and mail each bill	\$0.53
Monthly cost to print and mail bills	\$2,385.00
Anticipated customer ebill registration	20%
Anticipated paper bill opt out per month of those who register	50%
Number of paper bills not produced per month	450
Cost per month for PSN e-bills	\$59.95
Monthly cost per e-bill	\$0.13 Savings of \$0.40 per bill
ANNUAL Savings from Online Billing via PSN \$2,143	

Net ANNUAL Savings with PSN's Services	\$7,246
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**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to approve invoice from EJ, USA, Inc

DATE: May 5, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: Invoice from EJ, USA, Inc
Email from Pat Elliott

BACKGROUND INFORMATION: As Council is aware, we had an emergency repair/upgrade to the water main in the 500 and 600 block of State Street due to the frozen/broken four inch water main. As a result, we had to purchase 540 lineal feet of 8" ductile iron pipe to complete the upgrade. The total invoice for the pipe is \$11,350.80. Due to the fact that this emergency purchase is over the \$10,000.00 limit that the City Manager is authorized to make we are bringing this before Council for their official approval. We, the City, opted to purchase the pipe vs. having the contractor purchase it is due to the fact that we do not pay any sales tax on the material and we avoid paying any mark up on the material the contractor may add.

RECOMMENDATION: It is staff's recommendation that Council approve the invoice from EJ, USA, Inc in the amount of \$11,350.80.



J

Pittsburgh, PA 15264-4873

Order Number	3701763
Customer Number	13220
Ship Date	4/14/14
Shipper Location	010
Page Number	1 of 1

SOLD TO:

City of Charlevoix
 Attention Accounts Payable
 210 State Street
 Charlevoix, MI
 49720

SHIPPED TO:

City of Charlevoix
 Attention Accounts Payable
 210 State Street
 Charlevoix, MI 49720

Customer P.O. Number	Job Name	Job Number	Sales Branch	Shipping Method
			Northern Michigan Branch	Our Truck

Line	Product Number/Description	UM	Quantity	Unit Price	Extended Amount
1	99532650 8" TY PIPE CL52 2CL W/STRAP NPS	FT	540	21.02	11,350.80

8" DUCTILE IRON FOR
STATE ST. EMERGENCY
REPAIR
INFRASTRUCTURE FUND?
OK to PAY
PRICE

Our preferred method of payment is via ACH. Please forward all ACH payments to PNC Bank, Routing# 021052053, Account# 45487629, and email remittance information to Americas.ar@ejco.com.

RECEIVED

APR 15 2014

City of Charlevoix

A monthly FINANCE CHARGE will be added to any unpaid balance which is not paid when due. The FINANCE CHARGES are computed by a periodic rate of 1 1/2% per month (from and after the due date) which is an ANNUAL PERCENTAGE RATE OF 18% applied to the unpaid balances after deducting payments made before the due dates and/or credits. Payments received on account are applied against the amounts first due.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 6, 7, & 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Sec. 14 thereof.

EJ USA Inc Terms & Conditions apply

ejco.com

800 626 4653

Remit Payment To:
EJ USA, Inc.
P O BOX 644873
PITTSBURGH, PA 15264-4873

Amount	11,350.80
Tax 0.00%	00
Freight	.00
Total Due	11350.80

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Retainer Agreement for Scott Howard

DATE: May 5, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: 1. Information Regarding Scott Howard and Law Firm of Olson, Bzdok and Howard
2. Retainer Agreement

BACKGROUND INFORMATION: The City Attorney Interview Committee has unanimously recommended that City Council approve the appointment of Scott Howard as the City Attorney. After interviewing four well-qualified candidates, the Committee felt that Mr. Howard has the municipal law knowledge (including land-use issues), professional demeanor and experience to represent the City as the new City Attorney.

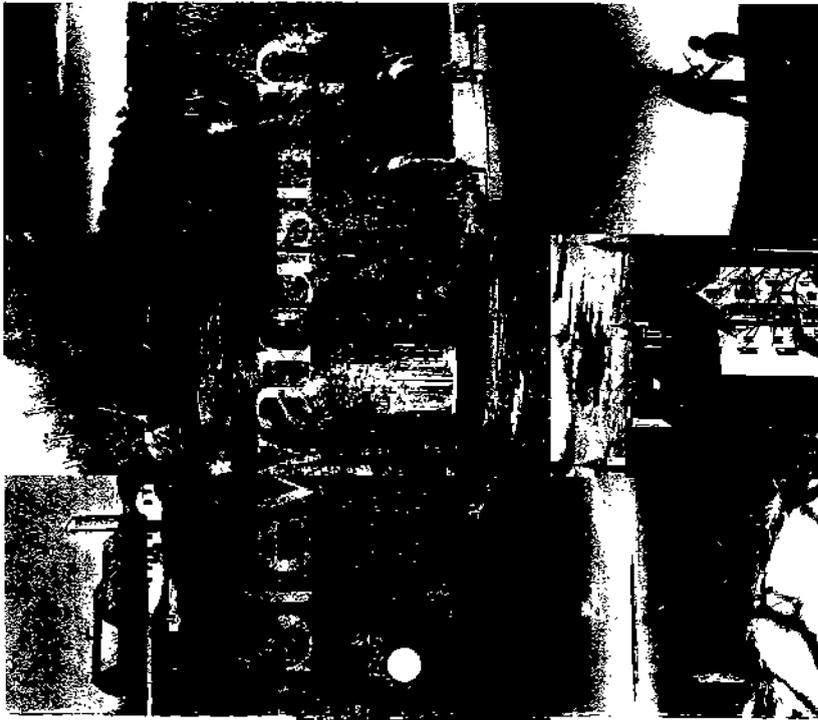
The attached Retainer Agreement has been fully vetted by both the City Manager and Jim Young. We have negotiated no travel expenses will be charged to the City for travel to and from Charlevoix. Mr. Howard also has adequate malpractice insurance for up to \$2 million per occurrence. The agreement is for one year with an option to renew for unlimited one year periods. The City has the option to terminate the agreement at any time upon written notice. Hourly rates are \$155 per hour and there is no requirement for Mr. Howard to attend City Council meetings. Whether his presence is needed at City Council meetings will be determined by the City Manager or at the request of the Mayor or City Council.

RECOMMENDATION: Motion to Approve Retainer Agreement Establishing Scott Howard as the City of Charlevoix's City Attorney.

Legal Services for Local Governments

We are fortunate to be able to enjoy long-standing relationships with our municipal clients, and we share with them a belief that the law can be an important tool for creating positive change and finding practical solutions to complex issues. For more than 40 years, our tradition of legal expertise, attention to detail, and dedication to the careful stewardship of our clients' legal needs continues today, and is applied to every matter we undertake for the townships, villages, counties, and cities that we serve.

Legal Services for Local Governments



Stewardship

The careful and responsible management of something of value, entrusted to one's care.



If Olson, Bzdok & Howard can be of service to you, or if you would like further information about our firm, please contact us at one of our two northern Michigan offices. We welcome your inquiry.

OLSON, BZDOK & HOWARD

420 East Front Street
Traverse City, Michigan 49686
231.946.0044 ext.
info@endawson.com

AFFILIATE OFFICE:

McKay & McKay
Attorneys at Law, PLLC
35 Sunset Drive, PO Box 1070
Frankfort, Michigan 49635
231.352.4412 ext.

enblaw.com

Photos: J. Carl Gaudin, Gary Hane, Ross Miller, Andy Whitman

WITH OFFICES IN TRAVERSE CITY AND FRANKFORT, OLSON, BZDOK & HOWARD HAS PROVIDED THOUGHTFUL LEGAL GUIDANCE TO LOCAL GOVERNMENTS IN NORTHERN MICHIGAN FOR MORE THAN 40 YEARS. SEVERAL OF US HAVE SERVED IN LOCAL GOVERNMENT IN OUR OWN COMMUNITIES, AND, AS A FIRM, WE HAVE THE TECHNICAL EXPERTISE TO HELP MUNICIPAL CLIENTS NAVIGATE EVERYTHING FROM ZONING AND PLANNING TO CAPITAL IMPROVEMENT PLANS, FROM OPEN MEETINGS ACT COMPLIANCE TO TAX AND TRANSACTIONAL ISSUES, AND FROM BROWNFIELD REDEVELOPMENT TO LITIGATION AND DISPUTE RESOLUTION.

ALL OF OUR PRACTICE AREAS, WE APPROACH OUR LOCAL MUNICIPAL CLIENTS WITH A LONG-STANDING AND FULLY ROOTED COMMITMENT TO STEWARDSHIP AND GOVERNANCE PRINCIPLES. WE KNOW THAT LOCAL GOVERNMENT IS ENTRUSTED WITH A VITALLY IMPORTANT RESPONSIBILITIES, AND THAT ITS SUCCESS

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DEPENDS ON THE SUBSTANTIAL COMMITMENT OF HARD-WORKING ELECTED OFFICERS AND VOLUNTEERS ALIKE. WE KNOW THAT LOCAL GOVERNMENT IS ESSENTIAL TO THE GROWING AND CONTINUED SUCCESS OF NORTHERN MICHIGAN'S VIBRANT AND DIVERSE ECONOMY, AS WELL AS TO THE PRESERVATION OF OUR REGION'S UNPARALLELED NATURAL ENVIRONMENT.

ABOVE ALL, WE ASPIRE TO COLLABORATE WITH LOCAL GOVERNMENTS IN THEIR EFFORTS TO SERVE AS STEWARDS OF THEIR COMMUNITIES.

WATER AND POWER
 MUNICIPAL CORPORATIONS

We value and share our municipal clients' deep commitment to good governance and community stewardship. We bring these values, along with our work ethic and careful attention to detail, to every area of our practice on behalf of local governments and municipal entities—whether we're drafting an ordinance, handling a transactional matter, or advocating on behalf of our clients in court. We have broad experience with municipal matters, as well as a diverse range of other practice areas that ensure we can help you reach almost any objective.

- Zoning Ordinances, Permitting, and Enforcement; Master Plans, Planned Unit Developments and Special Uses; Historic Districts; Planning Commissions and Zoning Boards of Appeal
- Blight and Junk; Open Burning; Large Infrastructure, Wind Farms, and Leasing; Medical Marijuana; Wireless Communication Towers; Fire Risk and EMS Issues; Outdoor and Mass Gatherings
- Economic Development Corporations; Downtown Development Authorities; Next Michigan Development Corporations; Land Bank Authorities; Intergovernmental Authorities; Tax Increment Financing
- Budgeting and Capital Improvement Plans; Open Meetings Act; Freedom of Information Act; Eminent Domain; Land Division Act; Its Corporation and Annexation; Public Act 425 Agreements; Elections and Appointments; Governmental Immunity; Judicial and Tribal Law; Administrative Hearings, Litigation, and Appeals; Negotiation and Dispute Resolution; Advice, Counsel, and Legal Opinions
- Property Taxation; Parks and Public Lands; Public Works; Roads and Streets; Municipal Utilities, Including Water, Electric, Wastewater, and Solid Waste
- Intergovernmental Agreements; Vendor Contracts and Transactions; Public Labor and Employment; Franchise Agreements
- Conservation Easements; Brownfield Redevelopment; Floodplain Management; Lake Boards; Environmental Cleanup and Permitting; Oil, Gas, and Mineral Rights
- Furnish and Open Space Preservation; Right to Farm Act

"From the ordinary to the extraordinary, we strive to help clients protect their rights, exceed their goals, and find success."

JERR JOCKS

"DBH seeks to champion positive change in our communities and for all of our clients, from families and businesses to non-profit, tribes, and local governments."

KATE REDMAN

Partners: left to right, top to bottom
 James M. Olson, Christopher M. Badok
 Jean S. McEw, Jeffrey L. Jocks, Michael H. Dittmer
 Ross A. Hammerley, Kate E. Redman,
 Lawrence J. McEw III, Scott W. Howard, William Beutler,
 Emerson Thorne

"Olson, Badok & Howard has been a tremendous asset to the County planning and development departments. Their assistance has been instrumental in Grand Traverse County developing the most successful Brownfield Redevelopment program in Michigan."

"Olson, Badok & Howard has successfully represented the tribal government of the Little River Band of Ottawa Indians for over 12 years. Their representation has been an integral part of our presence on the nation's stage."

"The attorneys at Olson, Badok & Howard successfully negotiated a landfill landuse plan with the USDA Forest Service and, in our case, obtained coverage from our insurance companies to cover the expense of the plan, consultants, and legal fees. The representation provided the Town of Bloomburg was first rate, and we highly recommend their services."

"As the developer of one of the largest historic preservation and adaptive reuse developments in the country, I have found the assistance of Olson, Badok & Howard to be invaluable. Their team has helped us navigate a daunting redevelopment project that no one else was willing to take on, and turn it into a national success story."

"Olson, Badok & Howard has given the Conservancy great advice since its inception and continues to do so. We rely on them nearly every day and consider them partners, not just lawyers."

"Olson, Badok & Howard was a true partner in our efforts to purchase and then expand our restaurant. The firm's work with local government agencies to secure the necessary permits and zoning changes went seamlessly. We could not have done it without their leadership."

"If I need legal wisdom and advice, I turn to Olson, Badok & Howard. From organizing my newest company to creating a non-profit that serves citizens around the world, from negotiating a complex financial issue to meeting the personal needs of one of my clients, the lawyers at DBH have been partners, mentors, colleagues, and professionals."

March 17, 2014

Rob Straebel
City Manager
210 State Street
Charlevoix, MI 49720

Via Hand Delivery

RE: Proposal for City Attorney/Legal Services from
OLSON, BZDOK & HOWARD, P.C.

PUBLIC
INTEREST
LAWYERS

Dear City Manager Straebel:

Thank you for the opportunity to present this Proposal for City Attorney/Legal Services. Olson, Bzdok & Howard, p.c. has provided thoughtful legal guidance to local governments in northern Michigan for over 40 years, and we are uniquely suited to serve the City of Charlevoix's legal needs. Our firm values and shares our municipal clients' commitment to good governance and community stewardship. In fact, several of our attorneys have served in local government in our own communities, and we bring these shared values, along with our work ethic and careful attention to detail, to every area of our municipal practice.

This Proposal will respond to the City of Charlevoix's Request for Proposals in a narrative form. It refers the reader to certain attachments that will provide more detail. If you need any additional information please do not hesitate to contact us.

Proposal for City Attorney/Legal Services

1. Statement of Qualifications

Olson, Bzdok & Howard attorneys have all graduated with Juris Doctorates from accredited law schools and are members in good standing with the State Bar of Michigan. We all have experience with municipal clients, including county agencies, cities, villages, and townships. Please continue reading and refer to our resumes for additional detail for each attorney's experience with municipal clients.

2. Firm Experience

a. Narrative Description of Olson, Bzdok & Howard

Olson, Bzdok & Howard serves local governments, community groups, and individuals with innovative legal strategies for protecting their communities, their environment, and their quality of life. We enjoy long-standing relationships with our clients, and share with them a belief that the law can be a tool for creating positive

change and finding practical solutions to complex problems. We have nine attorneys that have a wide array of experience with longstanding municipal client relationships. Please refer to the attached Introduction to Olson, Bzdok & Howard for more detail.

b. The General Experience of Olson, Bzdok & Howard

We offer a wide range of legal services to our clients. Beyond our significant experience with municipal law, we practice in diverse areas including real property, agriculture, land conservation, business, corporate, energy, oil and gas, non-profit, Native American, estate planning, civil litigation, and appeals. Please refer to the attached Introduction to Olson, Bzdok & Howard for more detail.

c. Current Olson, Bzdok & Howard Municipal Clients

Enclosed is a list of the firm's municipal clients. As indicated in that document, we provide general legal services to many municipalities or municipal agencies. We also have been retained by many others for specific projects or particular areas of legal advice. The list of clients indicates the municipality and the type of service we have provided to them.

d. Olson, Bzdok & Howard Experience with Municipal Issues

Our municipal experience includes all areas of municipal practice, including the following list.

Land use matters for municipalities and for individuals including plat and condominium matters, easements, storm water, soil erosion, and road maintenance.

Zoning matters including drafting ordinances, overseeing adoption of ordinances and ordinance amendments, assisting with zoning enforcement, interpretation of zoning ordinances, Zoning Board of Appeal advice, zoning non-conformance, and legal advice concerning Michigan Zoning Enabling Act requirements.

Growth management matters including conservation easements, purchase of development rights ordinances and implementation, in-fill developments and zoning to manage growth.

Environmental law matters including Part 201 compliance, soil contamination, surface water and ground water contamination, Brownfield Redevelopment, Part 91 compliance, inland lakes and streams, wetlands, environmental nuisance, landfills, leaking underground storage tanks, and the Michigan Environmental Protection Act.

Complicated agreements including interlocal government agreements with examples including sewer operating agreements between multiple townships, sewer extension agreements with Michigan municipalities and Native

American Tribes, agreements under the Urban Cooperation Act, Act 425 agreements, Brownfield redevelopment agreements between multiple jurisdictions and private developers and drafting agreements/formation documents for the multi-jurisdiction Grand Traverse Region Next Michigan Corporation.

Public works matters including all legal work for the Grand Traverse County Board of Public Works, including intergovernmental agreements, facility construction and financing (but not specific bond counsel work), contractor disputes, insurance claims, drafting and enforcing sewer and water ordinances, and franchise agreements.

Public purchasing and contracting including assistance with drafting requests for qualifications and requests for proposals, drafting contracts for engineering services, sewer maintenance services, deconstruction of buildings, and purchasing of park property.

Open Meetings Act and Freedom of Information Act advice, review, and overviews for municipal bodies.

Medical marihuana legal advice and ordinance drafting for municipalities.

Governmental ethics including conflicts of interest.

In addition to providing legal advice on these matters, we have litigated cases in a majority of the areas listed above. Included with this submission is a list of some significant municipal cases that our firm has been involved in. It is not intended as an exhaustive list of the litigation we have done, but highlights some of the more substantial cases we have participated in.

3. Proposed Attorney Team

a. Attorneys

Scott Howard would be the lead City Attorney and Jeff Jocks would be the Assistant City Attorney. Scott has experience in all of the above and his representative clients are the Grand Traverse County Board of Public Works, the Village of Elk Rapids, Resort Township, the Grand Traverse County Brownfield Redevelopment Authority and Garfield Township. Jeff has experience in all of the above and his representative clients are Acme Township, the Village of Fife Lake, and Edwards Township. In addition, we would also utilize associates Ross Hammersley, Kate Redman, and Emerson Hilton where appropriate.

b. Resumes

Resumes for Scott Howard and Jeff Jocks are attached.

c. Organization Structure

Scott Howard would be the main contact for the City of Charlevoix, but Jeff Jocks would be equally available and accessible. They would share the general responsibilities of representation and determine between themselves and the City who would handle specific matters. Together, they would decide what work would be assigned to Ross Hammersley, Kate Redman, or Emerson Hilton based on their skills.

4. Accessibility and Responsiveness

a. Accessibility for Scott Howard

Scott is accessible by telephone and email at nearly anytime during the seven day week. He responds with relevant answers as quickly as possible. Depending on the indicated level of urgency, response can be immediate. Scott is available for scheduled meetings and can be available for unscheduled meetings usually within the day or less. Arrival time to Charlevoix from Traverse City is generally no more than one hour.

b. Accessibility for Jeff Jocks

Jeff is accessible and available in the same manner and within the same time frame as Scott. The advantage of having both Jeff and Scott is that if one is unavailable, the other will be available.

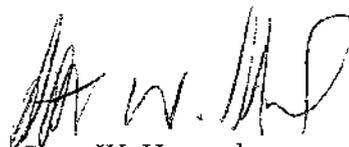
c. Accessibility of other OBH Attorneys

We practice law as a team, so that there is always an attorney available to handle questions in an emergency. We assign a legal assistant to coordinate and oversee a clients file, and that assistant will be able to direct the City to an attorney in the unlikely event that both Scott and Jeff are not available but there is a matter that needs to be addressed right away.

5. Proposed Fee Structure

We propose a standard hourly rate of \$155.00 for all services, including meeting attendance. We would however only charge one-way for travel time when traveling to Charlevoix for any reason. This leaves the City to determine whether meeting attendance is necessary and to better control its budget. If after six months the City would prefer a flat fee contract with add-ons, we would be happy to make such a proposal.

Once again, thank you for this opportunity. We look forward to hearing from you.


Scott W. Howard


Jeffrey L. Jocks

AN INTRODUCTION TO
OLSON, BZDOK & HOWARD, P.C.
A Professional Corporation

420 East Front Street
Traverse City, Michigan 49686
Telephone: (231) 946-0044
Fax: (231) 946-4807
www.envlaw.com

LAWYERS FOR THE COMMUNITY

Mission Statement

OLSON, BZDOK & HOWARD serves local governments, community groups, and individuals with innovative legal strategies for protecting their communities, their environment, and their quality of life. We enjoy long-standing relationships with our clients, and share with them a belief that the law can be a tool for creating positive change and finding practical solutions to complex problems.

AREAS OF PRACTICE FOR LOCAL GOVERNMENTS

Municipal Law

Our firm provides full service municipal law advice for our local government clients. We have represented municipalities throughout Michigan, including counties, cities, villages, and townships. From drafting ordinances to defending takings claims to participating in complex multi-party litigation, our firm helps municipalities with all of their legal needs, including zoning, real property, land use, taxation, employment, redevelopment, condemnation, and general municipal law. The scope of our work includes assisting clients with complex multi-jurisdiction intergovernmental agreements and strategies to work proactively with other state and local entities. It also includes assistance with more "day to day" type issues, like public notices, Open Meetings Act questions and Freedom of Information Act requests.

Zoning and Land Use

Our zoning and land use practice focuses on assisting local governments with proactive legal mechanisms for managing growth and preserving a sense of community. We work with our municipal clients on strategies for such issues as form based code, redevelopment, farmland protection, historic preservation, natural features ordinances, and new urbanism. We have represented clients in all phases of zoning and land use litigation. The firm's attorneys have been recognized as experts in the fields of zoning, land use and environmental law.

Redevelopment and Tax Incentives

Our firm frequently assists local governments with progressive strategies to use state and national incentive programs to their fullest. We serve as counsel for what is generally regarded as the State's most successful Brownfield Redevelopment Authority. We also represent land bank authorities, economic development corporations and helped form the Grand Traverse Region Next Michigan Development Corporation. We work extensively with other state and local incentive programs such as DDAs and local TIF districts. We also represent the developer of the largest adaptive reuse state hospital project in the country, which spans two municipal boundaries, unique zoning districts and several layered condominium developments.

Environmental Law

Our firm has been involved in some of the major environmental cases of the last three decades in Michigan, a tradition that continues today. We have also worked on high-profile environmental cases across the state, from the western end of the Upper Peninsula to Detroit. Our cases have appeared in the *New York Times*, *Washington Post*, *Chicago Tribune*, *Detroit News*, *Detroit Free Press*, and many other newspapers, and on national public radio. We are actively involved in teaching and writing environmental law. We have put this expertise to use for municipal governments in a number of areas, including public works, wastewater treatment issues, contaminated properties, brownfield redevelopment, land preservation and public access.

Real Estate

We have experience with all sides and sizes of real estate transactions. We also have considerable experience in real property litigation, including real estate disputes, adverse possession and prescriptive easement cases, riparian rights issues, and road matters.

Trial Work

We have successfully represented clients at all levels of the state, federal, and administrative courts. Our attorneys have a track record of positive results in litigation that reaches from agency and tribal courts up to the highest appellate bodies, including the Michigan Supreme Court, U.S. Court of Appeals for the Sixth and Seventh Circuits, and U.S. Supreme Court.

THE PEOPLE OF OLSON, BZDOK & HOWARD

Attorneys

JAMES M. OLSON, the firm's senior principal, has more than 38 years of experience in Environmental, Land Use, Municipal, and Real Estate Law. A graduate of Detroit College of Law, he also earned a Master of Law Degree from the University of Michigan Law School. Jim has lectured at the Michigan Department of Natural Resources Leadership Institute, and at numerous professional associations, universities, and other organizations in the United States, Canada, and Brazil. He has written and published several books, one on Michigan Environmental Law, and numerous articles on environmental and land use subjects.

CHRISTOPHER M. BZDOK, partner with the firm, specializes in environmental, municipal, zoning and real estate law. He is also an Adjunct Professor of Law at Michigan State University College of Law where he teaches Environmental Law and Water Law. Chris received a Bachelor of Science with high honors from the University of Michigan, is a cum laude graduate of Wayne State University Law School, and studied biology and freshwater chemistry at the graduate level at Wayne State. Chris is a member of the Governing Council of the State Bar of Michigan's Environmental Law Section, the Committee on Zoning and Land Use, and the Water Law Committee. He is a Michigan State Bar Foundation Fellow, a distinction given less than 5% of attorneys in Michigan. Chris served as Mayor of Traverse City 2009-2011 and City Commission 2007-2009.

SCOTT W. HOWARD, president of the firm, specializes in municipal, tax, conservation and real estate law; zoning; brownfield redevelopment; and appellate work. He has also taught legal research and writing as an Adjunct Professor at Northwestern Michigan College. Scott is a graduate of the James Madison College at Michigan State University, and a cum laude graduate of Wayne State University Law School. He is a member of the Order of the Coif, an honorary society recognizing outstanding academic achievement in the study of law. Before joining Olson, Bzdok & Howard, Scott spent two years clerking for Honorable Michael F. Cavanagh, Justice of the Michigan Supreme Court. Scott has published in the areas of brownfield redevelopment, regional planning and international law.

JEFFREY L. JOCKS, partner with the firm, specializes in municipal, environmental and land use law. He attended Michigan State University College of Law where he graduated summa cum laude and second in his class. He was also the Michigan State Law Review's Managing Editor of Competitions and Student Writing. Before joining Olson, Bzdok & Howard, Jeff clerked for the United States Attorney in the Western District of Michigan and the Michigan Attorney General's office. Prior to law school Jeff received a Bachelors of Science in Packaging with an environmental specialization from Michigan State University and worked as a Packaging Engineer. Jeff has authored articles titled, "Using Michigan's Environmental Laws to Protect Municipal Interests," State Bar of Michigan Public Corporation Law Quarterly, Fall 2008, No. 3, and "The Right of Access to Deportation Hearings: A Threat to National Security or a Threat to Constitutional Rights?", 2004 Mich. St. DCL L. Rev. 165.

ROSS A. HAMMERSLEY, associate with the firm, specializes in environmental, real estate, municipal and land use law. He is a cum laude graduate of the Michigan State University College of Law where he served as Editor-in-Chief of the Michigan State Law Review from 2005 to 2006. Prior to joining Olson, Bzdok & Howard, Ross practiced general civil litigation with Frank, Haron, Weiner and Navarro, PLC, with specialties in real estate and municipal law, administrative law, and fraud prevention and whistleblower protection under the federal False Claims Act. Ross has published in the areas of torts, water law and environmental conservation.

KATE E. REDMAN, associate with the firm, specializes in land use, local government, and appellate law. She is a cum laude graduate of the University of Michigan Law School. She also holds a Master of Public Policy from the University of Michigan Gerald R. Ford School of Public Policy, where her studies focused on state and local government. Before joining Olson, Bzdok & Howard, Kate spent two years clerking for the Honorable Michael F. Cavanagh, Justice of the Michigan Supreme Court.

EMERSON HILTON, associate with the firm, practices in the areas of environmental, energy, real property, and Indian law. He holds a B.A. from Yale University and a J.D., magna cum laude, from the University of Michigan Law School, where he received Certificates of Merit in Evidence and Federal Indian Law, and was elected to the Order of the Coif. Emerson worked for a semester at the Natural Resources Defense Council in Chicago, where he focused on energy, air emissions, and hazardous waste contamination issues. Emerson has received awards from the State Bar of Michigan Real Property Law Section, the East Michigan Air & Waste Management Association, and the Federal Bar Association for the Western District of Michigan.

WILLIAM RASTETTER, of counsel to the firm, has more than 40 years of experience in Indian Law, Civil Rights Law, and Federal Litigation. Bill spent two years as Litigation Director with Michigan Indian Legal Services, and has been Tribal Attorney for the Grand Traverse Band of Ottawa and Chippewa Indians since 1982. He received a Bachelor of Arts degree from Michigan State University and was an honors graduate of Indiana University School of Law at Bloomington. Bill clerked for two years for Judge Wilbur F. Pell, Jr., United States Court of Appeals for the Seventh Circuit, Chicago, Illinois. Later, he was named a Reginald Heber Smith Community Lawyer Fellow, and served as Litigation Director of the Legal Services Program in Fort Wayne, Indiana, where he successfully litigated several landmark civil rights cases.

MICHAEL H. DETTMER, of counsel to the firm, has been litigating cases across the State of Michigan for more than 35 years specializing in personal injury, product liability, insurance and general commercial litigation; additionally, he has represented clients in white collar criminal and administrative health care related matters. Mike has served the 37,000 lawyers of the State Bar of Michigan in many capacities including service as its 59th President, as well as he has also served on its governing Board of Commissioners for eight years and chaired many of the Bar's policy committees. In 1994 Mike was appointed by President Bill Clinton and confirmed by the U.S. Senate to serve as United States Attorney and chief federal prosecutor for the Western District of Michigan and served in the role with distinction until 2001. Mike is a 1971 graduate of Wayne State University's Law School, a member of the State Bar of Michigan and admitted to practice in the federal courts of Michigan and the 6th Circuit Court of Appeals. Mike Dettmer and Jim Olson founded the predecessor firm to Olson, Bzdok & Howard in 1972.

Professional Staff

Our professional staff supports all aspects of our legal work. Ruth Ann Liebzeit, Doreen Schramski, Colleen Mulligan, and Kimberly Flynn provide litigation support, file management, and other assistance to our clients. Colleen Mulligan also serves as our firm's business manager. All these staff members work closely with our attorneys to provide the most economical and cost-effective delivery of legal services we can give. Our Research and Technology Consultant is Michele P. Howard, who has a Masters in Library Science from the University of Michigan and was formerly the Computer Services Librarian at Detroit College of Law at Michigan State University. Through the innovative use of technology and personnel, we are able to bring the power of a large metropolitan law firm at substantially lower cost to our clients.

How Can We Serve You?

INTRODUCTION TO OLSON, BZDOK & HOWARD, P.C.

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We value the professional and personal relationships that we have developed with our clients. If you would like further information about our firm, please contact us or visit our web site at www.envlaw.com.

LOCAL GOVERNMENT CLIENTS

Note that some of our municipal clients use our firm for specialized services only (land use and zoning, environmental, water law, etc.) and some use our firm for general municipal services. We have included both types of municipal clients on this list.

Client	Services provided
Grand Traverse County Board of Public Works	All County Public Works matters
Grand Traverse County Brownfield Redevelopment Authority	Environmental remediation and redevelopment
Grand Traverse County Land Bank Authority	All County Land Bank matters
Grand Traverse County Economic Development Authority	All EDC matters
Marquette County Land Bank Authority	Special Projects Advice
Acme Township	All township services
Resort Township	All township services
Helena Township	All township services
Friendship Township	All township services
Centerville Township	All township services
Garfield Township	Zoning and Land Use
Maple Grove Township	Zoning litigation
Edwards Township	All township services, upon request
Ganges Township	Real estate litigation
Mancelona Township	Environmental
Sutton's Bay Township	Property purchase and environmental issues
Peninsula Township	Development rights and conservation easements
Grand Traverse. Band of Ottawa & Chippewa Indians	Treaty litigation; natural resources; real estate
Little River Band of Ottawa Indians	Sewer and Public Works services
City of Marquette	Special zoning projects
Village of Elk Rapids	All village services
Village of Fife Lake	All village services
Village of Onekama	Zoning
Town of Blackwell, Wisconsin	Environmental
Town of Laona, Wisconsin	Environmental
Harbor Springs Public Schools	Condemnation
North Emmet Emergency Services Authority	Fire protection

SIGNIFICANT CASES INVOLVING LOCAL GOVERNMENT

The following are some significant cases our firm has done that involve zoning, takings, and/or local government. There are many cases in other areas of the law we can provide if desired.

Gmoser's Septic Service, LLC v. Charter Tp. of East Bay, 2013 WL 951308 (MI Ct. App. 2013). Represented the Township and County Board of Public Works in a case involving the right of local communities to regulate the disposal of septage waste in order to protect the health, safety and welfare of their residents. Prevailed in the Trial Court and Court of Appeals, allowing local communities to enact regulations to protect their citizens.

McCormick, et al. v City of Petoskey & Resort Township, 2010 WL 5184464 (MI Ct. App. 2010). Successfully defended Resort Township in a 16 million dollar class action lawsuit by Bay Harbor residents challenging the validity of an Act 425 Agreement between the City of Petoskey and Resort Township for services to the Bay Harbor development. Summary judgment granted in favor of Resort Township and the City of Petoskey.

Filer Charter Township v Michigan Production Co, et al, Manistee County Circuit Court No. 97-8384-CE. Brought suit on behalf of Filer Township to enjoin production of natural gas well containing lethal concentrations of hydrogen sulfide. Circuit Court ordered the well shut down until the state filled gap in health and safety regulation of oil and gas facilities. First time in Michigan that an oil and gas well was shut down to protect public health.

Manistee Saltworks Development Corp v City of Manistee, Little River Band of Ottawa Indians & Manistee Citizens for Responsible Development, 2005 WL 2600428 (WD Mich 2005). Represented Indian Tribe and community group who successfully intervened in \$100 million federal suit by proponent of new coal-fired power plant against the City of Manistee. Summary judgment granted in favor of City, Tribe, and community group.

Burt Township v Department of Natural Resources, 459 Mich 659 (1999). Represented *amicus curiae* organization in trial and appellate courts in case deciding that state-owned public access sites are subject to local zoning regulation. Both Court of Appeals and Supreme Court adopted legal theory advanced in amicus briefs in ruling in favor of township.

Meijer, Inc v Acme Twp, Grand Traverse County Circuit Court Nos. 05-24483-CH, Case No. 05-24574-CZ, 05-24657-CZ, 06-25260-AA and United States District Court Case No. 5:06-cv-00088-RAE. Successfully defended Township in multiple lawsuits brought by large retailer on various issues over a period of four years, in both trial court and Court of Appeals.

Houdek v Centerville Twp, 276 Mich App 568 (2007). Successfully defended the Township against an exclusionary zoning lawsuit brought by waste hauling business. Ruling in Township's favor affirmed by Court of Appeals.

Elmwood Citizens for Sensible Growth v Elmwood Township, Leelanau County Circuit Court Nos. 01-5451-CE, 01-5710-CE, and 02-5921-CE; Michigan Court of Appeals Nos. 246393 and 249777. Obtained several reversals of Township's approval of controversial development project. Circuit Court found Township in contempt of court in third suit, and awarded our clients attorney fees in three of the cases totaling over \$50,000. All decisions affirmed on appeal.

The Archaeological Conservancy v Whitewater Township, Michigan Tax Tribunal N^o. 0275187. Successfully represented national non-profit land trust in case of first impression that held archaeological preserves are exempt from property taxes.

K & K Construction Co v Department of Natural Resources, 456 Mich 570 (1998). Represented more than 20 environmental organizations as *amicus curiae* in landmark state takings case. Michigan Supreme Court ruled in favor of government, and incorporated several of our arguments in its opinion.

Michigan Citizens for Water Conservation v Nestlé Waters North America Inc., 709 NW2d 174 (MI Ct. App. 2005)(MI Sup. Ct. 2007). Represented citizens and riparian landowners in a nationally recognized 19-day trial that resulted in a restriction of the export of water from a watershed. The unreasonable use of water was affirmed by the appellate courts.

Nemeth v Abonmarche Development Co., 457 Mich 16, 576 NW2d 641 (1998). Successfully represented plaintiffs in an environmental citizen suit who were harmed by a dust storm caused by developers failure to obtain soil erosion and sedimentation plan approval from city. The Supreme Court ruled in plaintiffs' favor in a leading renewal of the rights of citizens and organizations to protect the environment.

Bigelow, et al v Michigan Department of Transportation, et al, Benzie Circuit Court N^o. 88-3199-CH. Represented a citizen organization (Friends of Betsie Valley Trail) and Benzie County and stopped the transfer of railroad right of way to private landowners in order to preserve it for recreational trail and future transportation right of way.

Scott W. Howard

OLSON, BZDOK & HOWARD, P.C.

420 East Front Street – Traverse City, MI 49686

Telephone: (231) 946-0044; fax 946-4807; email scott@envlaw.com

CURRENT EXPERIENCE

Olson, Bzdok & Howard, P.C., Traverse City, MI

Principal Attorney, March 2003 to present; *Associate Attorney*, September 1999 to March 2003

Partner and President of firm working for local governments, community groups and individuals with an emphasis in municipal, environmental, conservation and land use law. Represented clients in transactional matters, administrative hearings, district and circuit court proceedings, and in the appellate courts. Representative clients include the Village of Elk Rapids, Resort Township, Grand Traverse County Board of Public Works, the Grand Traverse Brownfield Redevelopment Authority, Garfield Township, the Boardman River Dams Settlement Agreement Implementation Team, the Little River Band of Ottawa Indians, the Grand Traverse Regional Land Conservancy, the Minervini Group and Traverse Area Recreational Trails. For more information on the firm, go to www.envlaw.com.

Northwestern Michigan College, Traverse City, MI

Adjunct Professor, January 2004 to May 2004

Professor of legal research and writing for NMC's legal assistant program. Instructed a class of 12 students. Responsible for class instruction, materials and assignments.

Michigan Supreme Court, Lansing, MI

Law Clerk to Justice Michael F. Cavanagh, 1997 to 1999

Researched and reviewed proposed majority and dissenting opinions; gave recommendations regarding the proposed opinions. Drafted bench briefs. Analyzed applications for leave to appeal for meritorious legal issues. Trained new interns.

EDUCATION

Wayne State University, Detroit, MI

J.D., Cum Laude, 1997. Admitted to the Michigan Bar, November 1997

Honors: *Order of the Coif*; Bronze Key Award for academic achievement

Activities: *The Michigan International Lawyer* - Assistant Editor

Environmental Law Society - Governing Board Member

Students Helping Students READ

Michigan State University, East Lansing, MI

B.A., International Relations, 1992

PUBLICATIONS

James M. Olson and Scott W. Howard, *Brownfield Redevelopment: Keeping an Eye on the Public Interest*, PLANNING AND ZONING NEWS, April 2000, at 14.

Scott W. Howard, *Terrorism, Aliens, and Due Process*, MICH. INT'L LAW., Spring 1996, at 19.

Scott W. Howard, Limited Development Through Environmental Thresholds, *Building Sustainable Communities Regional Cooperation Series*, (The Global Cities Project, No. R207, 1993).

Scott W. Howard, Coordinate Growth and Transportation, *Building Sustainable Communities Regional Cooperation Series*, (The Global Cities Project, No. R208, 1993).

**PROFESSIONAL
PRESENTATIONS**

Shades of Gray: A Conservation Easement Stewardship Conundrum (Fourth Symposium on Advanced Legal Topics in Land Conservation, February 2014).

Ask an Attorney Program (Heart of the Lakes Center for Land Conservation Policy "Advancing Conservancy Excellence" Program, February 2009 - December 2010).

Industrial Wind Energy Forum Panelist (Benzie Conservation District, December 2010).

Mineral and gas rights effect on conservation easements: Tips for minimizing damage and traps to avoid (Conservation Defense Network, June 2008).

Leftover Environmental Liabilities – What's Not Covered by Your Prospective Purchaser Agreement (National Brownfields Conference Legal Symposium, May 2008).

Mineral Rights and Land Conservation in the Midwest Online Training (Land Trust Alliance, March 2008).

Mineral Rights & Land Conservation in the Midwest (Midwest Land Conservation Conference, March 2008).

Conservation Easement Best Practices Panel Discussion (Heart of the Lakes Center for Land Conservation Policy Third Annual Member Summit, December 2007).

Forests With Handrails? The ADA and Land Preservation (Land Trust Rally, October 2007).

Brownfield Redevelopment Panel Project Discussion (Michigan Brownfield Conference, July 2005).

Conservation Easements and Estate Planning (Southwest Michigan Land Conservancy, June 2005).

**COMMUNITY
INVOLVEMENT**

Past Board President, TART Trails

North American Vasa Board of Directors

Member of the Grand Traverse County Solid Waste Planning Authority

Member of the State Bar of Michigan, the Environmental Law, the Real Property and the Appellate Law Sections.

Member of the American Bar Association and the Grand Traverse-Leelanau-Antrim Bar Association.

Jeffrey L. Jocks

OLSON, BZDOK & HOWARD, P.C.
420 East Front Street – Traverse City, MI 49686
Telephone: (231) 946-0044; fax 946-4807; email jeff@envlaw.com

CURRENT EXPERIENCE

Olson, Bzdok & Howard, P.C., Traverse City, MI

Principal Attorney

Partner specializing in municipal, real property, and estate planning. Representing clients in public meetings, compliance, litigation and transactional work. Representative clients include the Acme Township, Grand Traverse Regional Land Conservancy, Mayfield Township, Ganges Township, Edwards Township, Glen Lake Association, Neahtawanta Resort Association, Anglers of the Au Sable, Inc., and Match-E-Be-Nash-She-Wish Band of Pottawatomi (Gun Lake Tribe)
For more information on the firm, go to www.envlaw.com.

Michigan State Law Review, East Lansing, MI

Managing Editor of Student Articles, May 2003 to May 2004

Member, May 2002 to May 2004

Manage the Michigan State Law Review entrance exam and manage Law Review Members' work and articles.

United States Attorney's Office, Western District of Michigan, Grand Rapids, MI

Law Clerk, May 2003 to August 2003

Drafted court documents and wrote memos regarding legal issues. Appeared before United States Magistrate Judge on behalf of the United States of America.

EDUCATION

Michigan State University, College of Law, East Lansing, Michigan

J.D., Summa Cum Laude, May 2004

Michigan State University, East Lansing, Michigan

B.S., Packaging, December 1997

PUBLICATIONS

Michigan's Water Withdrawal Legislation's Impact on Small Streams and Small Stream Riparian Owners, Michigan Real Property Review, Spring 2010.

An Overview of Electronic Environmental Law Resources, Michigan Bar Journal, May 2009.

Using Michigan's Environmental Laws to Protect Municipal Interests, State Bar of Michigan Public Corporation Law Quarterly, Fall 2008, No. 3

Opening the Door to Deportation Hearings: A Threat to National Security or a Threat to Constitutional Rights?, 2004 MICH. ST. L. REV. 165.

COMMUNITY INVOLVEMENT

President, Adams Chapter of Trout Unlimited

Director, Watershed Center Grand Traverse Bay

Volunteer, Traverse City Cooperative Preschool

Member, State Bar of Michigan, the Environmental Law, the Real Property and the Probate and Estate Planning.

RETAINER AGREEMENT

An Agreement made between the City of Charlevoix ("City"), with offices at 210 State Street, Charlevoix, Michigan and OLSON, BZDOK & HOWARD, P.C., with offices at 420 East Front Street, Traverse City, Michigan ("Law Firm").

The Parties agree as follows:

1. The Law Firm agrees to serve as legal counsel for the City. In connection with this representation, we owe the City a duty to preserve its confidences and secrets that we acquire, and to exercise our independent professional judgment on the City's behalf. The Law Firm's representation of the City may include litigation; however, the Law Firm shall not initiate any litigation or file an appearance on the City's behalf without first obtaining authorization. The Law Firm currently has a malpractice insurance policy with a limit of \$2,000,000 per occurrence and \$2,000,000 aggregate. The Law firm shall continue to maintain a malpractice policy in at least this amount during the term of this Agreement.
2. The Law Firm has designated the City as a high priority client. Scott W. Howard will serve as the City Attorney. All inquiries and requests for legal services shall come to Scott first. Jeff Jocks will serve as Assistant City Attorney in the event that Scott is not available to assist with any inquiry or request for service. The City Attorney and/or Assistant City Attorney will also assign work to Law Firm associates as appropriate. The Law Firm shall perform work upon request of the City Manager, the City Manager's designee, or upon a motion or resolution of the City Commission.
3. The Law Firm will provide the City a copy of all items within the Law Firm's files for the City to be stored within the offices of the City. The intention of the parties is to keep a duplicate copy of all City files created by the Law Firm off site and within the City's control. All files stored off site shall still be subject to any attorney-client or other applicable privilege under the law. Copies of the Law Firm's files shall be provided to the City electronically if possible, unless otherwise requested by the City.
4. The Law Firm will bill the City based on the time spent rendering the legal services requested, plus expenses. However, the Law Firm will not charge for travel time to and from Charlevoix. Travel time to special meetings, hearings or other proceedings outside of the Charlevoix attended on behalf of the City will be billed at normal rates. A fee schedule is enclosed. At the conclusion of each month, we will send the City a detailed statement describing the legal services and expenses incurred.
5. The City agrees to pay the Law Firm for all fees and expenses charged, within 60 days of receiving a statement. If the City does not make timely payments, the Law Firm will apply a finance charge at an annual percentage rate of 7% with a minimum finance charge of \$5.00 per monthly billing cycle. The City also agrees to raise any objections it has to any billing statement within 60 days or you waive those objections.
6. The term of this Agreement shall be for one year from the date that it is ratified by both parties, with an option to renew for unlimited one year periods. This Agreement shall automatically renew for each additional one year period unless the City gives written notice that it would not like the Agreement to renew. If the Agreement is renewed, the attorney rates in the attached schedule of fees may be reasonably increased after notice to the City. Notwithstanding the term of this agreement and any renewal rights, either party may terminate this Agreement at any time upon written notice.

7. The City understands and agrees that we may need to hire consultants to assist with this representation. The City will be responsible for all costs related to consultants. We will discuss the hiring of particular consultants when and if the need arises. No consultant will be hired without the consent of the City.
8. This agreement may be amended in writing to allow the Law Firm to provide additional services and to change the billing arrangements if that becomes necessary.

By signing below, the City of Charlevoix and OLSON, BZDOK & HOWARD, P.C. agree to the terms outlined in this Retainer Agreement.

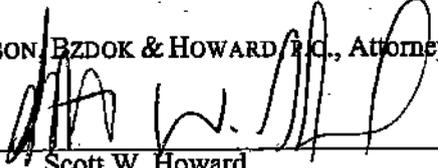
City of Charlevoix:

Date: _____

By: _____
Its: _____

Date: April 22, 2014

OLSON, BZDOK & HOWARD, P.C., Attorneys

By: 
Scott W. Howard

OLSON, BZDOK & HOWARD, P.C.
420 E. Front Street
Traverse City, MI 49686

231/946-0044
FAX: 231/946-4807

MUNICIPAL DISCOUNT SCHEDULE OF FEES AND SERVICES

(Standard partner rates are \$250.00 per hour and associate rates are \$185.00 per hour)

I. FEES FOR LEGAL SERVICES:

Hourly rates for:

James M. Olson	\$155.00
William Rastetter, Of Counsel	155.00
Michael H. Dettmer, Of Counsel	155.00
Scott W. Howard	155.00
Jeffrey L. Jocks	155.00
Ross A. Hammersley	140.00
Kate Redman	140.00
Emerson Hilton	140.00
Law Clerk	60.00
Paralegal/Legal Assistant Services	55.00
Regular secretarial	No charge

II. EQUIPMENT CHARGES:

Photocopies (per page)	.20
Materials & supplies*	No charge

The following will be billed at cost:

Postage and express delivery
Mileage for travel (as allowable by the IRS)**
Outside photocopying (large volume jobs)†

- * (specially acquired materials and supplies may be billed at cost)
- ** (travel time and mileage within a 20-mile radius from the Law Firm will not be charged to the City)
- † (occasional large scale printing or binding jobs will be charged at cost)
- † (charged by connect time & data searched)

III. SERVICES OF OTHERS:

Occasionally the services of consultants, experts, investigators, other attorneys or support personnel may be required. The services of others will be sought and obtained with the Client's review and approval. No consultants will be hired without the Client's consent. If the Client requests it, a bidding process or request for proposals may be utilized. The cost of outside services is the responsibility of the Client.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve a Resolution Approving Ballot Language for a Charter Amendment Regarding City Clerk Position

DATE: May 5, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: Proposed Draft Resolution

BACKGROUND INFORMATION: I have been contacted by Jim Young regarding the resolution establishing ballot language for City Clerk position. Michigan Statutes state Charter amendments require a 3/5 vote (60%) of the members of the City's elected body. The AG's Office is stating the Mayor is part of the elected body, creating a body of seven.

At the special meeting on Thursday, April 24 where Council approved the resolution, there were four Council members present that voted in the affirmative. Four out of seven is 57% and does not comply with the 60% threshold. The AG's Office is requiring that another vote on the measure be taken.

According to Mr. Young there needs to be no language changes to the resolution.

RECOMMENDATION: Motion to Approve Resolution 2014-05-_____, a Resolution to Propose An Amendment to the City Charter Making the City Clerk an Appointed Position.

RESOLUTION 2014-05-XX
RESOLUTION TO PROPOSE AN AMENDMENT TO THE CITY CHARTER MAKING THE CITY CLERK AN APPOINTED POSITION

WHEREAS, since approximately June 2013, the City has been considering whether to place before the electors of the City the question of amending the City Charter to make the City Clerk's position an appointed position and has been gathering public input; and

WHEREAS, the City has determined that the electors of the City should determine whether the City Clerk should be appointed in the same manner as the City Treasurer, Police Chief, Fire Chief and other important city positions, and that this charter amendment question should be submitted to the electors at a special election during the August 5, 2014 election.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The electors of the City be asked whether the City Charter should be amended to make the City Clerk an appointed position using the method of appointment and the method of determining compensation as is currently used with the City Treasurer and other appointed City officials;
2. The sections of the Charter to be amended are 2.11 (which currently allows the Compensation Commission to set the City Clerk's compensation as an elected official); 3.8 (which currently makes the Clerk an elected position); 4.4 (which currently provides for the nomination of the City Clerk as an elected official); and 4.7 (which makes the Clerk an elected position and states when the elected Clerk takes office).
3. The amendment is being proposed for the following reason(s): currently, the City Clerk is an elected position and there are no minimum job skills to assume this position; the City Clerk is an integral part of City government with numerous legal and administrative duties and is a component of a financial "checks and balances" system with the City Treasurer; the City Treasurer is appointed by the City Council as provided in the City Charter and it is in the best interests of the City to appoint the City Clerk in an identical manner; and if the proposed Charter amendment is approved by the electors, the City Council will be authorized to select a City Clerk who would assume that position only when the Charter amendment becomes effective as provided in Michigan law.
4. This resolution supersedes any prior resolution regarding amending the Charter to make the City Clerk an appointed position.
5. The proposed amendment to be submitted to the City's electors at the special election to be held on August 5, 2014 consists of changes to sections 2.11, 3.8, 4.4 and 4.7 of the Charter as set forth herein:

In Section 2.11, the reference to the City Clerk would be eliminated, so that Section 2.11 shall read as follows:

COUNCIL - COMPENSATION

Each Council Member, the Mayor and the Deputy Mayor shall receive as payment for services a sum as determined by the local Compensation Commission, which shall be established in accordance with Public Act 1972, No. 8 as amended.

Such compensation shall be payable bi-weekly or as otherwise determined by the local Compensation Commission, and except as otherwise provided in the Charter, shall constitute the only remuneration which may be paid for services performed by such officers for the discharging of official duties for or on behalf of the City during their term of office.

Section 3.8 shall read as follows:

CITY CLERK - APPOINTMENT - DUTIES

The City Clerk shall be appointed by a majority vote of the entire Council for an indefinite term. The City Clerk may be removed by a majority vote of the entire Council. The first appointed clerk shall be appointed by the Council after the term of the current City Clerk expires or upon a vacancy in that office, whichever occurs first.

The City Clerk shall be Clerk of the Council and shall, with the Mayor, sign all ordinances. The City Clerk shall keep a permanent journal of all Council proceedings and ordinances. In addition, the City Clerk shall perform all other duties prescribed by law, this Charter, and the Council. The City Clerk may, with the approval of the City Council, appoint one Deputy Clerk.

In Section 4.4, the reference to the City Clerk would be eliminated, so that Section 4.4 shall read as follows:

NOMINATION OF MAYOR

Registered electors seeking the office of Mayor shall file nominating petitions bearing the bona fide signatures of no fewer than twenty-five (25) nor more than forty (40) registered voters residing in the City at large. Such petitions shall be filed with the City Clerk's office no later than 4:00 p.m. in the afternoon of the twelfth Tuesday prior to the primary election.

In Section 4.7, the references to the City Clerk and the beginning of the elected Clerk's term would be eliminated, so that Section 4.7 shall read as follows:

ELECTION OF MAYOR

The Mayor shall be elected at the annual election, for a two year term by balloting of the electors of the City at large. The Mayor shall take office at the first regular City Council meeting after the Mayor's election. Names of the nominees shall appear on the ballots and election materials of the primary and of the General Election without reference to ward residence.

6. The ballot language for this proposed amendment shall be as follows:

<p style="text-align: center;">PROPOSED AMENDMENT TO THE CHARLEVOIX CITY CHARTER TO CHANGE THE OFFICE OF CITY CLERK TO AN APPOINTED OFFICE</p> <p>The Charter currently states that the City Clerk is elected for a 2 year term. The proposed amendment would require the City Council to appoint the City Clerk in the same manner as other appointed officials, such as the City Treasurer, and to set the Clerk's compensation.</p> <p>Shall Sections 2.11, 3.8, 4.4 and 4.7 of the City Charter be amended to provide for the appointment of the City Clerk?</p> <p>YES: _____</p> <p>NO: _____</p> <p>A "Yes" vote will be a vote in favor of the proposed amendment.</p> <p>A "No" vote will be a vote against the proposed amendment.</p>

RESOLVED, this __ day of May, 2014.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Abstain:

Absent: