

**AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING**

Monday, January 4, 2016 - 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 - December 21, 2015 Regular Meeting **PG 1-9**
 - B. Accounts Payable Check Registers & Payroll Check Registers **PG 9-21**
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Renewal of Chamber of Commerce Lease **PG 22-31**
 - B. Financial Audit Extension Letter **PG 32-34**
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. Adjourn**

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

Posted December 30, 2015 Noon.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, December 21, 2015 – 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 Gabe Campbell.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Gabe Campbell
City Manager: Mark Heydlauff
City Clerk: Joyce Golding
City Attorney: Scott Howard
Members Present: Councilmembers Shane Cole, Shirley Gibson, Aaron Hagen, Luther Kurtz, Leon Perron, Bill Supernaw
Absent: None

III. Inquiry Regarding Possible Conflicts of Interest

Councilmember Hagen stated that he has a conflict of interest with item E, McSauba Recreation Area Special Event Request because his business caters events at McSauba and he may want to hold an event there one day.

Mayor Campbell disclosed that he used to work at St. Marys Cement, but thought that he did not have a conflict of interest with regards to item D *St. Marys Challenger Propeller Donation*.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – December 7, 2015 Regular Meeting Minutes
- B. Special Accounts Payable Check Register – December 9, 2015
- C. Regular Accounts Payable Check Register – December 22, 2015
- D. ACH Payments – December 4, 2015–December 18, 2015
- E. Tax Disbursement – December 22, 2015
- F. Payroll Check Register – December 18, 2015
- G. Payroll Transmittal – December 18, 2015
- H. Certificate of Appreciation – Jeff Porter

Mayor Campbell thanked Dr. Porter for his service to the City over the years as First Ward Councilmember and DDA member.

V. Public Hearings

A. Public Hearing on Request to Vacate Portion of Division Street

City Manager Heydlauff stated that the Krist Oil Company has purchased a lot in Charlevoix Township at the corner of Mercer and US-31 to build a gas station. There is a small portion of Division Street running through this land. The north half of this portion of Division is in Charlevoix Township and the southern half is in the City. The Krist Oil Company, through Jim Malewitz of Performance Engineers, has filed a request with the City to abandon our portion of Division Street as outlined on the drawing in the agenda packet. Staff has reviewed the plan and the Company has agreed to recommendations regarding reconfiguring the intersection. MDOT has approved the proposed plans and believes intersection safety will be improved. In addition, Krist Oil Company will be donating 15 trees to the City.

Jim Malewitz, Performance Engineers, stated that Charlevoix Township has vacated their portion of Division Street. He confirmed that MDOT is agreeable with the plan.

DPW Superintendent Elliott indicated that he has reviewed the project and is satisfied.

Mayor Campbell opened the item to public comment.

Kip Linklater lives in the condos adjacent to the Charlevoix Inn. He does not object to the project but requested that Council consider planting a screen of cedar trees between the gas station and their property as a part of the vacation.

The item was closed to the public.

Action by Resolution.

VI. Reports

City Manager Heydlauff stated that Council received a draft budget this evening and suggested dates that were available for Council to discuss in a Work Session. Mayor Campbell stated that the Budget Work Session would be held on January 4, 2016 at 5:00 p.m.

City Manager Heydlauff extended his best wishes to Dr. Porter on his retirement and for his contributions to the City.

VII. Requests, Petitions and Communications and Actions Thereon

A. Authorize Purchase of Two One-Ton Dump Trucks

DPW Superintendent Elliott stated that \$60,000 is allocated in the current Motor Pool budget for the purchase of two one-ton dump trucks. This purchase would replace the two oldest dump trucks in the fleet. He indicated that his goal would be to purchase two used vehicles versus new to contain costs. Superintendent Elliott requested Council to pre-authorize the expenditure of up to \$60,000 to purchase these two vehicles. Pre-authorizing would allow Superintendent Elliott to shop for the best two trucks and make a real-time commitment to the dealership once selected.

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

Motion by Councilmember Gibson, second by Councilmember Cole, to authorize the DPW Superintendent and City Manager to purchase two one-ton dump trucks at a combined price not to exceed \$60,000.

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

B. Purchase of ½ Ton Truck for the DPW

DPW Superintendent Elliott stated that \$25,000 was allocated in the current budget for the purchase of a ½ ton two-wheel drive pickup truck. This truck will replace a 1995 Ford ½ ton truck that is at the point of being unsafe and unreliable. He indicated that a used truck was located at Jim Wernig Chevrolet of Gaylord. The truck was inspected by the City's Mechanic Mike Hodge and he felt that the truck was very solid and worth the price of \$18,229.

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

Motion by Councilmember Hagen, second by Councilmember Kurtz, to authorize the purchase of one Chevrolet ½ ton truck from Jim Wernig Chevrolet in the amount of \$18,229.

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

C. Request to Apply for Michigan Department of Transportation Permits

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

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

Action by Resolution.

D. St. Marys Challenger Propeller Donation

City Manager Heydlauff recalled that in late summer he was contacted by the Operations Manager from St. Marys Cement wishing to donate the bronze propeller from the retired freighter SS *St. Marys Challenger*. At the direction of Council, the City Manager presented the proposal to the Planning Commission which endorsed the donation. The City has received preliminary approval from the Army Corps of Engineers and the DNR for placing the propeller along the Pine River Channel near the DNR Fish Hatchery. St. Marys has offered to clean the bronze and cover costs for cement needed to place the propeller.

Councilmember Perron likes the idea but, expressed his concern regarding potential liability issues with people climbing on the propeller. Councilmembers Cole and Supernaw agreed. Councilmember Supernaw suggested that Council find out what citizens think of the idea. City Manager Heydlauff confirmed that the Planning Commission also discussed safety issues.

Councilmember Gibson felt the propeller was ugly.

Mayor Campbell commented positively on other port cities in the area that have propellers on display.

Councilmember Kurtz suggested an online survey similar to the downtown mural survey. After considerable discussion, the general consensus was to hold a public hearing on March 21, 2016 to receive public input. An online survey will be created to obtain additional feedback.

Councilmember Kurtz proposed that Council should discuss better ways to engage public opinion.

Mayor Campbell opened the item to public comment.

Birdie Whitley, Donation Acceptance Committee member, stated that the committee felt that St. Marys has been as a good neighbor and Charlevoix is their home port therefore, the City should find a place for the propeller donation.

The item was closed to the public.

Motion by Councilmember Kurtz, second by Councilmember Hagen, to set a public hearing [to be held on March 21, 2016] for the possible acceptance of the propeller and request that Staff create a Facebook survey requesting different location ideas.

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

E. McSauba Recreation Area Special Event Request

City Manager Heydlauff discussed the need to establish a consistent policy governing requests to use the Mt. McSauba Recreation Area for private events. Staff drafted a policy for Council's review and consideration. The policy would be in effect when McSauba is operational: mid-December through mid-March and mid-June through mid-August. City Manager Heydlauff stated that Staff will be required for all events and the base fee would be \$150 for the first two-hour block of time.

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

Motion by Councilmember Cole, second by Councilmember Gibson, to authorize [the Request for Event at Mt. McSauba Recreation Area] as presented.

Yeas: Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None
Abstain: Hagen

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action

None.

IX. Resolutions

A. Resolution to Vacate Portion of Division Street

City Manager Heydlauff questioned City Attorney Howard whether the condition of planting a living screen could be a part of the vacation. City Attorney Howard responded that he didn't think that could be a requirement of the vacation, but Staff could request the applicant to plant a screen. Mr. Malewitz indicated that the Krist Oil Company would not be in favor of blocking their frontage.

Motion by Councilmember Supernaw, second by Councilmember Perron, to adopt Resolution 2015-12-03 Abandon Portion of Division Street in the City of Charlevoix, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2015-12-03
ABANDON PORTION OF DIVISION STREET IN THE CITY OF CHARLEVOIX**

WHEREAS, the City of Charlevoix has received a request to abandon a portion of Division Street located between Mercer Boulevard and US 31 (Petoskey Avenue); and

WHEREAS, the procedures have been followed for the vacation of a public street under the applicable City Code; and

WHEREAS, after a public hearing, the City Council has determined that it is advisable to vacate, discontinue and abolish a portion of Division Street located between Mercer Boulevard and US 31 (Petoskey Avenue). The section is described below:

PORTION OF DIVISION STREET IN THE CITY OF CHARLEVOIX TO BE ABANDONED: In the City of Charlevoix, Charlevoix County, Michigan, Commencing at the West 1/4 corner of Section 24, Town 34 North, Range 8 West; thence along the East and West 1/4 line of said section, South 89°42'03" East 33.00 feet to the East line of Mercer Road, being the POINT OF BEGINNING of this description; thence continuing along said 1/4 line, South 89°42'03" East 197.09 feet to the Northwesterly line of Highway U.S. 31; thence along said highway line, South 63°36'13" West 73.46 feet; thence North 89°42'03" West 131.63 feet to the East line of said Mercer Road; thence along said road line, North 00°35'19" East 33.00 feet to the Point of Beginning; being a part of the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 34 North, Range 8 West.

NOW THEREFORE BE IT RESOLVED, that the portion of Division Street that lies between Mercer Boulevard and US 31 (Petoskey Avenue) in the City of Charlevoix is hereby abandoned with the condition that the City of Charlevoix shall retain a 20' wide utility easement along the west boundary of the Krist site for the maintenance of existing sanitary sewer and water main.

RESOLVED this 21st day of December, 2015 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

A. MDOT Performance Resolution

Motion by Councilmember Gibson, second by Councilmember Hagen, to adopt Resolution 2015-12-04 Performance Resolution for Governmental Agencies, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2015-12-04
PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES**

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

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

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

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting

governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL

AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

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

NAME AND/OR TITLE:

Mark L. Heydlauff, City Manager
Pat Elliott, DPW Superintendent
Don Swem, Electric Superintendent
Linda Jo A. Weller, Executive Assistant

RESOLVED this 21st day of December, 2015 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

X. Ordinances
None.

XI. Miscellaneous Business

A. Discussion on Conflict of Interest Procedures

City Attorney Howard explained that conflict of interest is an important and evolving topic and Council should be sensitive to potential conflicts. He stated that he is always happy to discuss possible conflicts ahead of time if possible. City Attorney Howard indicated that it was an important part of the process for individual Councilmembers to disclose potential conflicts in advance or if necessary, Council as a whole can vote (with a majority) whether a Councilmember has a conflict.

City Attorney Howard recalled some outside parameters involving conflicts of interest:

- There is always a conflict when there is a pecuniary interest, i.e., make money from a decision before Council. This is the basis for conflicts of interest. For example, you cannot vote on your own contract with the City, or if you will be the sub-contractor or a bidder
- An example of a no conflict scenario – no need for recusal if you own a City residence when making zoning decisions. Being a City business owner does not necessarily require you to recuse yourself from making a decision regarding what

rules will be imposed on businesses.

- There are several gray areas: if a decision involves regulating your business or your type of business specifically, a recusal should be the norm.

City Attorney Howard stated that all conflicts are fact dependent and should be discussed ahead of time. He answered specific scenario questions from Council and explained that conflicts of interest are governed by the federal constitution and statutory provisions. The placement of the inquiry regarding possible conflicts of interest on the agenda is up to the municipality.

City Attorney Howard advised Councilmember Hagen that he would look at his particular situation further to determine whether Councilmember Hagen has a conflict with regards to food trucks. Mayor Campbell stated that the Food Truck Committee membership includes both restaurant owners and food truck operators. City Attorney Howard stated case law that "if everyone has a conflict, then no one has a conflict". He indicated that policies that affect everyone equally are not likely to create a conflict. City Attorney Howard reiterated that it was important to review the agenda and discuss potential conflicts with him prior to the Council meeting.

Councilmember Kurtz informed City Attorney Howard that he decided to recuse himself from any future Airport decisions because of his business relationship there. City Attorney Howard stated that he respected Councilmember Kurtz's concern and sometimes recusal makes the most sense because the issue has become so factually dynamic with questions of conflict for each discussion.

Councilmember Gibson believed that if you have a personal interest or "skin in the game" there is a conflict of interest.

City Attorney Howard explained that when you recuse yourself because of a conflict of interest, you should refrain from participating in the discussion and step down from the dais however, a Councilmember may address the public body as a citizen during public comment (but not at the same level as if they were participating in the discussion at the Council level.)

It was noted that employees of establishments that do business with the City do not have a conflict of interest because they are not business owners.

Councilmember Gibson felt that elected officials should be held to the highest standard of conduct and "if you have skin in the game you should recuse yourself and step down."

City Attorney Howard will research Michigan Senate Bill 571 at the request of Councilmember Supernaw.

Mayor Campbell opened the item to public comment regarding conflicts of interest.

Don Seeyle, Airport Advisory Committee member, questioned whether conflicts of interest pertain to his committee. City Attorney Howard responded that it depended upon the subject matter, but the same rules would apply as for Council.

Mary Eveleigh, 1st Ward, recalled her time on the Zoning Board of Appeals and how the Board handled conflict of interest. She stated that to be on the safe side, if there was a question whether there is a conflict or not, the Board member recused themselves.

The conflict of interest item was closed.

Councilmember Supernaw questioned the attendance of the first Food Truck Committee meeting. City Manager Heydlauff responded that there were extenuating circumstances why several members did not attend. Councilmember Supernaw also commented how spectacular Ben Cunningham's Christmas star looked over the Chicago Club boathouse as well as the lighted boathouses on Round Lake.

Councilmember Kurtz requested clarification regarding Adam and Jill Kline's appointment to the Food Truck Committee as to whether they were both appointed as individuals or only one should participate. General consensus was that only one Kline should participate on the Committee.

Motion by Councilmember Kurtz, second by Councilmember Cole, to let Adam and Jill Kline decide which of them will be a participating member of the Food Truck Committee.

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supernaw
Nays: None
Absent: None

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

None.

XIII. Closed Session

A. Pending Litigation and City Attorney Consultation – Section 15.268 8(e)

Motion by Councilmember Gibson, second by Councilmember Cole, to go into Closed Session [under Section 15.268 8(e) of the Open Meetings Act, to consult with the City Attorney regarding litigation.]

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supemaw
 Nays: None
 Absent: None

Council agreed to a five minute recess.

Council moved into closed session at 8:26 p.m. Council resumed open session at 9:11 p.m.

Motion by Councilmember Cole, second by Councilmember Gibson, to authorize City Attorney Howard and his firm to file a request for intervention in the matter of the Little Traverse Bay Band of Odawa Indians versus Governor Rick Snyder.

Councilmember Supemaw disclosed that his niece was a member of Little Traverse Bay Band (LTBB) and City Attorney Howard replied that this did not pose a conflict of interest.

Yeas: Hagen, Kurtz, Perron, Gibson, Cole, Supemaw
 Nays: None
 Absent: None

XIII. Adjourn

It was generally agreed to adjourn at 9:13 p.m.

Joyce Golding City Clerk Gabe Campbell Mayor

	Special Accounts Payable – 12/09/2015		
CHARLEVOIX BRIDGE DROP	2,500.00	TOTAL	2,500.00

	Regular Accounts Payable – 12/22/2015		
ACE HARDWARE	1,912.13	CHARTER COMMUNICATIONS	947.88
AIRGAS USA LLC	159.66	CHEMICAL SYSTEMS INC.	1,872.00
ALL-PHASE ELECTRIC SUPPLY CO.	243.96	CINTAS CORPORATION #729	37.87
AMERICAN LEGION AUXILIARY	304.00	CIVIC SYSTEMS	2,000.00
AMERICAN WASTE INC.	3,250.76	COALLIER, ARMAND	84.38
ANYBATTERY INC.	36.65	CROOK, EDWIN	55.00
ARROW UNIFORM-TAYLOR L.L.C.	1,073.99	DXE MEDICAL INC	99.00
AUTO VALUE	417.28	EJ EQUIPMENT INC	125.87
AVFUEL CORPORATION	1,520.00	ELLSWORTH FARMER'S EXCHANGE	184.00
BARNARD, SUSAN	44.00	ENMET CORP	228.11
BENSON, CHRIS	121.00	FAMILY FARM & HOME	777.47
BLODGETT, TINA	152.00	FASTENAL COMPANY	52.19
BOB MATHERS FORD	21.00	FISHER SCIENTIFIC	478.37
BRADFORD'S	42.25	FREEDOM MAILING SERVICES INC.	2,262.40
BREATHING AIR SYSTEMS	1,277.00	GALLS AN ARAMARK COMPANY	311.98
BRUDER, JUSTIN C.	920.00	GRAINGER	102.00
BUNTING, ELAINE	71.00	HACH COMPANY	522.07
CARQUEST OF CHARLEVOIX	851.18	HEALTH DEPT OF NW MICHIGAN	230.00
CHARLEVOIX DISTRICT LIBRARY	232.50	HECKENDORN, KIRK & KATHRYN	76.50
CHARLEVOIX GLASS INC.	272.53	HEID, RALPH	126.50
CHARLEVOIX SCREEN MASTERS INC	1,161.00	HERZOG ELECTRIC	657.81
CHARLEVOIX STATE BANK	488.00	HOLIDAY COMPANIES	4,675.49
CHARLEVOIX TOWNSHIP	15.23	HOLIDAY LIGHTING SERVICES INC.	1,800.00

HYDRO CORP	515.00	PRO WEB MARKETING LLC	140.00
HYDRODYNAMICS INC.	4,242.71	PTM DOCUMENT SYSTEMS	142.18
IDEXX DISTRIBUTION INC.	1,234.37	QUICK CARE MEDICAL CENTER	80.00
INDUSTRIAL MARKETING	128.18	R B LYONS INC	3,895.00
J & B MEDICAL SUPPLY INC.	287.40	RAMSEY, KYLE	55.00
JACK DOHENY SUPPLIES INC	130.00	RANGE TELECOMMUNICATIONS	153.60
KASSBOHRER ALL TERRAIN VEHICLE	1,085.72	RICK-BIDDICK, MICHELLE	812.50
KING PAR LLC	225.87	RILEY, DENISE	6.99
KLOOSTER, ELOISE	16.50	ROSENTHAL, JOSHUA	22.41
KMart	410.41	SCHMUCKAL OIL CO	677.60
KSS ENTERPRISES	120.79	SCIENTIFIC BRAKE & EQUIP CO	212.08
LAKESHORE TIRE & AUTO SERVICE	393.90	SEARS COMMERCIAL ONE	799.99
MAUNEY, AMBER	60.09	SECURITY SANITATION INC.	148.89
MDS OF MICHIGAN INC	2,117.18	STATE OF MICHIGAN	180.00
MICHIGAN MUNICIPAL LEAGUE	49.00	STATE OF MICHIGAN	70.00
MICHIGAN OFFICEWAYS INC	4,030.36	SYSTEMS SPECIALISTS INC	175.00
MICHIGAN WATER ENV ASSOC	800.00	TERMINAL SUPPLY CO	362.28
MISS DIG SYSTEM INC	1,164.61	TRAEGER, JASON	52.00
NORTH CENTRAL MICHIGAN COLLEGE	2,200.00	UP NORTH PROPERTY SERVICES LLC	560.00
NORTHERN MICHIGAN REVIEW INC.	405.61	UTILITY FINANCIAL SOLUTIONS	3,000.00
OLESON'S FOOD STORES	2.09	WALTERS SHARPENING SVC. INC.	56.00
OLSON BZDOK & HOWARD	3,797.10	WATERBURY, STEPHEN	22.00
PERFORMANCE ENGINEERS INC	2,074.64	WHITLEY'S FLOOR COVERING	2,500.73
PERSONAL GRAPHICS	50.00	WILLCOME TREE SERVICE	4,410.00
PREFERRED WASTE 2 LLC	605.00	WINDER POLICE EQUIPMENT	89.10
PREIN & NEWHOF	1,731.25	WORK & PLAY SHOP	86.92
PRESTON FEATHER	35.87	TOTAL	78,917.93

ACH Payments – 12/04/2015 – 12/18/2015

PAYMENT SERVICE NETWORK	228.90	IRS (PAYROLL TAX DEPOSIT)	31,465.61
MI PUBLIC POWER AGENCY	7,206.13	ALERUS FINANCIAL (HCSP)	420.00
DTE	891.48	STATE OF MI (WITHHOLDING TAX)	4,636.82
STATE OF MI (SALES TAX)	17,833.95	VANTAGEPOINT (401 ICMA PLAN)	686.22
MI PUBLIC POWER AGENCY	7,433.86	VANTAGEPOINT (457 ICMA PLAN)	13,065.35
DTE	1,969.84	TOTAL	85,838.16

Tax Disbursement – 12/22/2015

CHARLEVOIX COUNTY TREASURER	130,398.19	CHARLEVOIX PUBLIC SCHOOLS	418.81
CHARLEVOIX COUNTY TREASURER	160.61	CHARLEVOIX PUBLIC SCHOOLS	89.03
CHARLEVOIX DISTRICT LIBRARY	47,563.58	CITY OF CHARLEVOIX - TAXES DUE	33,601.09
CHARLEVOIX PUBLIC SCHOOLS	3,971.76	JACOBSON, STUART & SHEILA	7,159.66
CHARLEVOIX PUBLIC SCHOOLS	860.47	RECREATIONAL AUTHORITY	8,671.96
CHARLEVOIX PUBLIC SCHOOLS	40.67	TOTAL	232,935.83

PAYROLL: NET PAY

Pay Period Ending 12/12/2015 – Paid 12/18/2015

WELLER, LINDA JO	1,648.71	RILEY, DENISE M.	406.90
HEYDLAUFF, MARK L.	2,098.91	LOPER II, GARY D.	420.24
GOLDING, JOYCE M.	1,059.15	TEUNIS, STEVEN L.	1,665.09
DEROSIA, PATRICIA E.	896.92	WURST, RANDALL W.	1,340.10
DOYLE, ANNE E.	1,361.40	MAYER, SHELLEY L.	1,489.73
LOY, EVELYN R.	1,029.35	HILLING, NICHOLAS A.	1,233.46
KLOOSTER, ALIDA K.	1,441.45	MEIER III, CHARLES A.	1,388.29
GOLOVICH, KAREN J.	978.59	ZACHARIAS, STEVEN B.	1,226.19
SPENCLEY, PATRICIA L.	1,066.75	NISWANDER, JOSEPH F.	1,373.26
PANOFF, ZACHARY R.	1,026.91	EATON, BRAD A.	1,725.97
MILLER, FAITH G.	146.24	WILSON, TIMOTHY J.	1,962.70
LEESE, MERRI C.	83.11	LAVOIE, RICHARD L.	1,674.42
MCGINN, KELLY A.	1,455.85	STEVENS, BRANDON C.	1,936.38
DOAN, GERARD P.	1,514.73	DRAVES, MARTIN J.	1,558.26
SHRIFT, PETER R.	1,252.23	BROWN, STEPHANIE C.	1,020.34
SCHLAPPI, JAMES L.	981.20	ELLIOTT, PATRICK M.	1,738.75
UMULIS, MATTHEW T.	1,219.53	SCHWARTZFISHER, JOSEPH L.	1,202.85
HANKINS, SCOTT A.	1,466.07	WELLS JR., DONALD E.	1,392.71
ORBAN, BARBARA K.	1,193.21	BRADLEY, KELLY R.	1,255.74
TRAEGER, JASON A.	1,196.23	JONES, ROBERT F.	1,176.96
MATELSKI, KIMBERLY A.	1,134.60	DORAN, JUSTIN J.	525.62
ROLOFF, ROBERT P.	3,713.38	MCGHEE, ROBERT R.	1,020.45

KIRINOVIC, THOMAS F.	403.12	ZACHARIAS, STEVEN B.	61.66
BITELY, KATHERINE A.	435.43	NISWANDER, JOSEPH F.	61.66
BERTINELLI, DAVID P.	870.74	SWEM, DONALD L.	64.64
HEID, THOMAS J	1,244.00	SWEM, DONALD L.	1,789.96
MYER, ELIZABETH A.	1,622.72	EATON, BRAD A.	61.66
VANLOO, JOSEPH G.	412.51	WILSON, TIMOTHY J.	64.64
WYMAN, MATTHEW A.	930.31	LAVOIE, RICHARD L.	64.64
SCHRADER, LOU ANN	147.50	STEVENS, BRANDON C.	64.64
BOSS, RYDER S.	297.57	WHITLEY, ANDREW T.	61.66
MILLER, WILLIAM S.	941.42	WHITLEY, ANDREW T.	1,520.97
MEGGISON, JERRY B.	123.34	DRAVES, MARTIN J.	61.66
RILEY, CASEY W.	208.29	BROWN, STEPHANIE C.	61.66
THORMAN, MIKAYLA R.	460.44	ELLIOTT, PATRICK M.	64.64
JONES, LARRY M.	1,013.06	MORRISON, KEVIN P.	61.66
WILLSON, BRENDA R.	506.57	MORRISON, KEVIN P.	1,008.13
TRAVERS, MANUEL J.	282.41	SCHWARTZFISHER, JOSEPH L.	61.66
RILEY, DANIEL A.	972.89	HODGE, MICHAEL J.	61.66
WELLER, LINDA JO	61.66	HODGE, MICHAEL J.	1,252.39
HEYDLAUFF, MARK L.	64.64	WELLS JR., DONALD E.	61.66
GOLDING, JOYCE M.	61.66	BRADLEY, KELLY R.	61.66
DEROSIA, PATRICIA E.	61.66	HART II, DELBERT W.	61.66
DOYLE, ANNE E.	64.64	JOHNSON, STEVEN P.	61.66
LOY, EVELYN R.	61.66	JOHNSON, STEVEN P.	982.89
KLOOSTER, ALIDA K.	61.66	JONES, ROBERT F.	61.66
GOLOVICH, KAREN J.	61.66	DORAN, JUSTIN J.	61.66
SPENCLEY, PATRICIA L.	64.64	BISHAW, JAMES H.	61.66
PANOFF, ZACHARY R.	64.64	MANKER JR, DAVID W.	64.64
LEESE, MERRI C.	64.64	MCGHEE, ROBERT R.	61.66
MCGINN, KELLY A.	64.64	STANTS, JACOB W.	61.66
DOAN, GERARD P.	64.64	KIRINOVIC, THOMAS F.	61.66
SHRIFT, PETER R.	61.66	BOSS JR, DALE E.	1,116.30
SCHLAPPI, JAMES L.	61.66	BITELY, KATHERINE A.	61.66
UMULIS, MATTHEW T.	64.64	HOLM, ARTHUR R.	404.54
HANKINS, SCOTT A.	61.66	HEID, THOMAS J	64.64
ORBAN, BARBARA K.	61.66	GILL, DAVID R.	61.66
TRAEGER, JASON A.	61.66	MYER, ELIZABETH A.	61.66
MATELSKI, KIMBERLY A.	61.66	VANLOO, JOSEPH G.	64.64
EVANS JR, HALBERT K.	61.66	WYMAN, MATTHEW A.	64.64
ROLOFF, ROBERT P.	61.66	SCHRADER, LOU ANN	64.64
RILEY, DENISE M.	61.66	BOSS, RYDER S.	61.66
LOPER II, GARY D.	61.66	MILLER, WILLIAM S.	64.64
TEUNIS, STEVEN L.	61.66	STEVENS, JEFFREY W.	306.08
WURST, RANDALL W.	64.64	ROLOFF, AUDREY M.	2,486.73
MAYER, SHELLEY L.	64.64	MATTER, DAWSON K.	2,073.40
HILLING, NICHOLAS A.	61.66		
MEIER III, CHARLES A.	64.64	TOTAL	84,462.78

PAYROLL: TRANSMITTAL – 12/18/2015

4FRONT CREDIT UNION	248.46	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	166.74	COMMUNICATION WORKERS OF AMER	525.02
AMERICAN FAMILY LIFE	311.88	MI STATE DISBURSEMENT UNIT	323.45
CHAR EM UNITED WAY	32.00	PRIORITY HEALTH	2,073.09
CHARLEVOIX STATE BANK	1,361.16	TOTAL	5,191.80

Check Number	Payee	Amount
12/17/2015		
115531	DEVERE CONSTRUCTION COMPANY	364,884.49
115532	PREIN & NEWHOF	32,475.94
Total 12/17/2015:		397,360.43
Grand Totals:		397,360.43

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

12/17/15 Special Accounts Payable Run	\$	397,360.43
12/21/15 Special Accounts Payable Run	\$	55,519.57
12/31/15 Payroll	\$	74,484.08
12/31/15 Payroll Transmittal Checks	\$	5,191.80
01/05/16 Regular Accounts Payable	\$	49,147.60
Checks Sub-Total:	\$	581,703.48

FIRSTMERIT BANK - ACH PAYMENTS

12/21/15 MI Public Power Agency	\$	12,501.00
12/28/15 MI Public Power Agency	\$	285,867.57
12/31/15 IRS (Payroll Tax Deposit)	\$	28,461.62
12/31/15 Alerus Financial (HCSP)	\$	420.00
12/31/15 State of MI (Withholding Tax)	\$	4,036.64
12/31/15 Vantagepoint (401 ICMA Plan)	\$	686.22
12/31/15 Vantagepoint (457 ICMA Plan)	\$	13,286.50
12/31/15 MERS (Defined Benefit Plan)	\$	38,861.49
ACH Sub-Total:	\$	384,121.04

First Merit Bank Total: \$ 965,824.52

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

01/05/16 Tax Disbursement	\$	362,716.55
Charlevoix State Bank Total:	\$	362,716.55
Grand Total:	\$	1,328,541.07

APPROVED:


CITY MANAGER


CITY TREASURER

CITY CLERK

M = Manual Check, V = Void Check

10

Joyce is out of office until 1-4-16

Check Number	Payee	Amount
12/21/2015		
115533	AT&T	2,010.91
115534	AT&T LONG DISTANCE	51.14
115535	AT&T MOBILITY	74.51
115536	CHARLEVOIX STATE BANK	3,434.01
115537	DELTA DENTAL	4,248.29
115538	METLIFE SMALL BUSINESS CENTER	789.13
115539	PRIORITY HEALTH	43,321.68
115540	THE ANTENNA FARM	1,009.70
115541	VERIZON WIRELESS	56.72
115542	VISION SERVICE PLAN	523.48
Total 12/21/2015:		55,519.57
Grand Totals:		55,519.57

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/26/2015	PC	12/31/2015	20652	WELLER, LINDA JO	101		1,648.71
12/26/2015	PC	12/31/2015	20653	HEYDLAUFF, MARK L.	102		2,098.91
12/26/2015	PC	12/31/2015	20654	GOLDING, JOYCE M.	106		1,059.15
12/26/2015	PC	12/31/2015	20655	DEROSIA, PATRICIA E.	107		880.34
12/26/2015	PC	12/31/2015	20656	DOYLE, ANNE E.	108		1,361.40
12/26/2015	PC	12/31/2015	20657	LOY, EVELYN R.	117		1,029.34
12/26/2015	PC	12/31/2015	20658	KLOOSTER, ALIDA K.	121		1,441.44
12/26/2015	PC	12/31/2015	20659	GOLOVICH, KAREN J.	122		978.59
12/26/2015	PC	12/31/2015	20660	SPENCLEY, PATRICIA L.	136		1,066.75
12/26/2015	PC	12/31/2015	20661	PANOFF, ZACHARY R.	141		528.58
12/26/2015	PC	12/31/2015	20662	MILLER, FAITH G.	142		25.81
12/26/2015	PC	12/31/2015	20663	LEESE, MERRI C.	145		36.94
12/26/2015	PC	12/31/2015	20664	MCGINN, KELLY A.	146		1,455.85
12/26/2015	PC	12/31/2015	20665	DOAN, GERARD P.	201		1,514.74
12/26/2015	PC	12/31/2015	20666	SHRIFT, PETER R.	203		1,681.61
12/26/2015	PC	12/31/2015	20667	SCHLAPPI, JAMES L.	204		1,273.04
12/26/2015	PC	12/31/2015	20668	UMULIS, MATTHEW T.	205		1,780.15
12/26/2015	PC	12/31/2015	20669	HANKINS, SCOTT A.	208		1,466.07
12/26/2015	PC	12/31/2015	20670	ORBAN, BARBARA K.	209		1,566.95
12/26/2015	PC	12/31/2015	20671	TRAEGER, JASON A.	210		1,471.31
12/26/2015	PC	12/31/2015	20672	MATELSKI, KIMBERLY A.	212		1,134.60
12/26/2015	PC	12/31/2015	20673	ROLOFF, ROBERT P.	304		1,415.52
12/26/2015	PC	12/31/2015	20674	RILEY, DENISE M.	306		410.86
12/26/2015	PC	12/31/2015	20675	LOPER II, GARY D.	308		166.07
12/26/2015	PC	12/31/2015	20676	TEUNIS, STEVEN L.	402		1,665.09
12/26/2015	PC	12/31/2015	20677	WURST, RANDALL W.	411		1,368.99
12/26/2015	PC	12/31/2015	20678	MAYER, SHELLEY L.	412		1,214.64
12/26/2015	PC	12/31/2015	20679	HILLING, NICHOLAS A.	413		1,572.52
12/26/2015	PC	12/31/2015	20680	MEIER III, CHARLES A.	421		1,920.64
12/26/2015	PC	12/31/2015	20681	ZACHARIAS, STEVEN B.	422		1,843.87
12/26/2015	PC	12/31/2015	20682	NISWANDER, JOSEPH F.	504		1,373.26
12/26/2015	PC	12/31/2015	20683	EATON, BRAD A.	515		1,703.30
12/26/2015	PC	12/31/2015	20684	WILSON, TIMOTHY J.	516		1,962.70
12/26/2015	PC	12/31/2015	20685	LAVOIE, RICHARD L.	519		1,749.95
12/26/2015	PC	12/31/2015	20686	STEVENS, BRANDON C.	521		1,758.57
12/26/2015	PC	12/31/2015	20687	DRAVES, MARTIN J.	523		2,715.82
12/26/2015	PC	12/31/2015	20688	BROWN, STEPHANIE C.	524		1,020.34
12/26/2015	PC	12/31/2015	20689	ELLIOTT, PATRICK M.	600		1,738.75
12/26/2015	PC	12/31/2015	20690	SCHWARTZFISHER, JOS	603		1,004.28
12/26/2015	PC	12/31/2015	20691	WELLS JR., DONALD E.	609		1,228.46
12/26/2015	PC	12/31/2015	20692	BRADLEY, KELLY R.	614		1,685.00
12/26/2015	PC	12/31/2015	20693	JONES, ROBERT F.	618		1,079.08
12/26/2015	PC	12/31/2015	20694	DORAN, JUSTIN J.	621		1,412.74
12/26/2015	PC	12/31/2015	20695	MCGHEE, ROBERT R.	663		907.25
12/26/2015	PC	12/31/2015	20696	KIRINOVIC, THOMAS F.	700		558.16
12/26/2015	PC	12/31/2015	20697	BITELY, KATHERINE A.	704		410.04
12/26/2015	PC	12/31/2015	20698	BERTINELLI, DAVID P.	764		870.74
12/26/2015	PC	12/31/2015	20699	HEID, THOMAS J.	802		1,244.00
12/26/2015	PC	12/31/2015	20700	MYER, ELIZABETH A.	900		1,622.72
12/26/2015	PC	12/31/2015	20701	VANLOO, JOSEPH G.	902		379.15
12/26/2015	PC	12/31/2015	20702	WYMAN, MATTHEW A.	927		930.31
12/26/2015	PC	12/31/2015	20703	SCHRADER, LOU ANN	929		147.50
12/26/2015	PC	12/31/2015	20704	BOSS, RYDER S.	932		426.44
12/26/2015	PC	12/31/2015	20705	MILLER, WILLIAM S.	933		941.42
12/26/2015	PC	12/31/2015	20706	JONES, LARRY M.	1057		76.14
12/26/2015	PC	12/31/2015	20707	RILEY, DANIEL A.	1079		190.01
12/26/2015	PC	12/31/2015	115543	TIMMS, ROBERT N	92		46.17

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/26/2015	PC	12/31/2015	115544	LALEWICZ, AMELIA	131		46.17
12/26/2015	PC	12/31/2015	115545	SWEM, DONALD L.	512		1,789.96
12/26/2015	PC	12/31/2015	115546	WHITLEY, ANDREW T.	522		1,452.97
12/26/2015	PC	12/31/2015	115547	MORRISON, KEVIN P.	601		990.26
12/26/2015	PC	12/31/2015	115548	HODGE, MICHAEL J.	606		1,252.39
12/26/2015	PC	12/31/2015	115549	JOHNSON, STEVEN P.	617		1,191.62
12/26/2015	PC	12/31/2015	115550	BOSS JR, DALE E.	701		1,116.30
12/26/2015	PC	12/31/2015	115551	HOLM, ARTHUR R.	791		383.63
Grand Totals:			65				74,484.08

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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
12/26/2015	12/31/2015	115552	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	248.46
12/26/2015	12/31/2015	115553	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	166.74
12/26/2015	12/31/2015	115553	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	311.88
12/26/2015	12/31/2015	115554	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 12/26/	32.00
12/26/2015	12/31/2015	115555	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,361.16
12/26/2015	12/31/2015	115556	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
12/26/2015	12/31/2015	115557	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	525.02
12/26/2015	12/31/2015	115558	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	323.45
12/26/2015	12/31/2015	115559	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	2,073.09
Grand Totals:		9				5,191.80

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Check Number	Payee	Amount
01/05/2016		
115560	AIRGAS USA LLC	144.60
115561	BELFY, RONALD	21.49
115562	BENJAMIN, TRICIA	33.04
115563	CCP INDUSTRIES INC	418.72
115564	CHARLEVOIX COUNTY	871.50
115565	CHARLEVOIX COUNTY TREASURER	260.49
115566	CHARLEVOIX TOWNSHIP	15.76
115567	CHICAGO LAND LLC	7,363.20
115568	CINTAS CORPORATION	117.50
115569	COMPLETE MUFFLER	211.01
115570	CROW, LISA	133.50
115571	CZAR, RON & LYNN	93.50
115572	DAKROUB, JOSEPH	75.00
115573	DCASSESSING SERVICES	4,371.08
115574	DeROSIA, PATTY	41.00
115575	DOAN, GERARD	41.00
115576	DORAN, JUSTIN J.	43.00
115577	DOYLE, ANNIE	290.67
115578	ECKHARDT, TRACI	75.00
115579	ELLIOTT, PATRICK M.	41.00
115580	EMMET COUNTY SHERIFF'S OFC	300.00
115581	EVANS, HAL	41.00
115582	FASTENAL COMPANY	97.77
115583	FAZIO, CHRISTOPHER	110.00
115584	FISHER SCIENTIFIC	175.72
115585	FOX CHARLEVOIX FORD	71.50
115586	GBS INC.	505.41
115587	GOLDING, JOYCE	41.00
115588	GREAT LAKES ENERGY	262.79
115589	GREAT LAKES PIPE & SUPPLY	623.37
115590	GRP ENGINEERING INC.	1,625.00
115591	HANKINS, SCOTT	41.00
115592	HEID, THOMAS J.	41.00
115593	HENRY, LINDA	165.00
115594	HEYDLAUFF, MARK L	41.00
115595	IRISH BOAT SHOP	15.18
115596	JACK DOHENY SUPPLIES INC	14.36
115597	JACOBSEN	110.38
115598	KELLER, JAMES	187.00
115599	KIRINOVIC, THOMAS	41.00
115600	KLOOSTER, ALIDA K.	41.00
115601	KSS ENTERPRISES	9.83
115602	KURTZ, JOHN	185.50
115603	MANCUSO, MARILYN	11.00
115604	MATYE, CHRIS	214.89
115605	MCCARDEL CULLIGAN-PETOSKEY	50.00
115606	McGINN, KELLY	41.00
115607	METZGER, CHARLES	100.00

Check Number	Payee	Amount
115608	MI MUNICIPAL TREASURERS ASSOC	100.00
115609	MICHIGAN CAT	115.26
115610	MICHIGAN GOVERNMENT	115.00
115611	MICHIGAN RURAL WATER ASSN	330.00
115612	MICHIGAN WATER ENV ASSOC	400.00
115613	MURASKY, THOMAS	38.00
115614	MYER, ELIZABETH A.	129.97
115615	NEOFUNDS BY NEOPOST	5,010.00
115616	NEOPOST USA INC.	1,704.00
115617	NORTH COUNTRY POWER GENERATI	2,325.00
115618	NORTHERN LIGHTS FAMILY	436.00
115619	OMS COMPLIANCE SERVICES INC	157.50
115620	PANOFF, ZACH	41.00
115621	PERFORMANCE ENGINEERS INC	2,784.37
115622	POLLARD WATER	23.72
115623	POWER LINE SUPPLY	281.00
115624	PREIN & NEWHOF	503.75
115625	PVS TECHNOLOGIES INC	6,335.84
115626	QUICK CARE MEDICAL CENTER	105.00
115627	ROLOFF, ROBERT	41.00
115628	ROLOFF, SHIRLEY	66.00
115629	SCHMUCKAL OIL CO	54.85
115630	SCIENTIFIC BRAKE & EQUIP CO	149.00
115631	SNIDER, GLENN	44.00
115632	STATE OF MICHIGAN	370.00
115633	STATE OF MICHIGAN	3,000.00
115634	SUPERIOR MECHANICAL	1,665.31
115635	SWEM, DONALD L.	292.85
115636	SYSTEMS SPECIALISTS INC	200.00
115637	TERMINAL SUPPLY CO	185.34
115638	TEUNIS, STEVEN	41.00
115639	THORP, JOSEPH	33.00
115640	TOP QUALITY GLOVE	139.80
115641	UNITED STATES PLASTIC CORP.	788.58
115642	UP NORTH PROPERTY SERVICES LL	448.00
115643	USA BLUE BOOK	612.63
115644	WANEK, THOMAS	16.50
115645	WELLER, LINDA	41.00
115646	WHITE, JULIE	1.35
115647	WORK & PLAY SHOP	156.22
115648	WYMAN, MATTHEW A.	41.00
Total 01/05/2016:		49,147.60
Grand Totals:		49,147.60

Check Number	Payee	Amount
12/21/2015		
122115001	MICHIGAN PUBLIC POWER AGENCY	12,501.00
Total 12/21/2015:		12,501.00
Grand Totals:		12,501.00

Check Number	Payee	Amount
12/28/2015		
122815001	MICHIGAN PUBLIC POWER AGENCY	275,754.20
122815002	MICHIGAN PUBLIC POWER AGENCY	10,113.37
Total 12/28/2015:		<u>285,867.57</u>
Grand Totals:		<u><u>285,867.57</u></u>

Check Issue Date	Check Number	Payee	Amount
123115001			
12/31/2015	12311500	**EFTPS* Payroll Taxes	7,142.32
12/31/2015	12311500	**EFTPS* Payroll Taxes	7,142.32
12/31/2015	12311500	**EFTPS* Payroll Taxes	1,670.39
12/31/2015	12311500	**EFTPS* Payroll Taxes	1,670.39
12/31/2015	12311500	**EFTPS* Payroll Taxes	10,836.20
Total 123115001:			
	5		28,461.62
123115002			
12/31/2015	12311500	Alerus Financial	420.00
Total 123115002:			
	1		420.00
123115003			
12/31/2015	12311500	STATE OF MICHIGAN	4,036.64
Total 123115003:			
	1		4,036.64
123115004			
12/31/2015	12311500	Vantagepoint - 401 Plan 109153	686.22
Total 123115004:			
	1		686.22
123115005			
12/31/2015	12311500	Vantagepoint - 457 Plan 300959	5,396.58
12/31/2015	12311500	Vantagepoint - 457 Plan 300959	404.26
12/31/2015	12311500	Vantagepoint - 457 Plan 300959	1,797.09
12/31/2015	12311500	Vantagepoint - 457 Plan 300959	5,688.57
Total 123115005:			
	4		13,286.50
Grand Totals:			
	12		46,890.98

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Check Number	Payee	Amount
12/31/2015		
123115006	MERS	38,861.49
Total 12/31/2015:		38,861.49
Grand Totals:		38,861.49

Check Number	Payee	Amount
01/05/2016		
2650	CHARLEVOIX COUNTY TREASURER	207,934.31
2651	CHARLEVOIX DISTRICT LIBRARY	75,500.44
2652	CHARLEVOIX PUBLIC SCHOOLS	6,199.22
2653	CHARLEVOIX PUBLIC SCHOOLS	1,488.48
2654	CHARLEVOIX PUBLIC SCHOOLS	70.44
2655	CHARLEVOIX PUBLIC SCHOOLS	724.63
2656	CHARLEVOIX PUBLIC SCHOOLS	156.63
2657	CHEMICAL BANK	381.76
2658	CITY OF CHARLEVOIX - MISC	92.60
2659	CITY OF CHARLEVOIX - TAXES DUE	54,694.61
2660	J.S. REAL ESTATE INVESTMENTS LLC	79.79
2661	KWAPISZ, BRIAN	1,532.36
2662	NUCO 2 SUPPLY LLC	95.76
2663	RECREATIONAL AUTHORITY	13,765.52
Total 01/05/2016:		<u>362,716.55</u>
Grand Totals:		<u><u>362,716.55</u></u>

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Renewal of Chamber of Commerce Lease

DATE: January 4, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Letter of Intent to Renew Lease (December 7, 2015)
Lease between the City and the Charlevoix Chamber

BACKGROUND INFORMATION:

In 2006, the City of Charlevoix executed a lease agreement with the Charlevoix Area Chamber of Commerce for the use of 109 Mason Street. The agreement was for 10 years with the option for an automatic extension for five more years. Pursuant to the agreement, Chamber President Alison Hubbard sent me a letter in early December discussing the Chamber's intention to renew but also requesting some modifications to the lease (see attached letter).

The Chamber recently had an independent inspection performed on the building and found the need for a new roof for the building. This need was confirmed during the recent rain storms. As a condition for renewal, the Chamber requests the City have a new roof installed on the building. We anticipate the roof replacement will cost around \$20,000.

As part of the lease, the Chamber is obligated to deposit \$2,500 annually for building maintenance. We have the record of these deposits and how they have been spent during the life of the lease. I believe they have made prudent, judicious decisions on maintenance- most notably installing a new boiler for the building last year. There is currently just over \$8,000 in this account.

Ms. Hubbard and I have had several conversations about this project and here is what I would propose to you:

- Renew the lease for an additional five years at \$1 per year but raise the maintenance account obligation to \$4,500 per year.
- The City will select a vendor and pay for the new roof installation; the City will be paid \$8,000 from the maintenance account for this work.

- The added deposit into the maintenance account should avoid the need for the City to bear large, one-time expenses like the roof replacement for the foreseeable future. Language would be included in a new lease to better define the things for which the Chamber and the City would collaborate on for decision-making and those maintenance items which are solely the responsibility of the tenant.

In addition to the roof issue, the Chamber and the Charlevoix Area Convention and Visitors Bureau request to be named as joint tenants of the building. I believe this is acceptable so long as they are jointly and equally responsible for default on the lease. In essence, this would mean a failure by either tenant to uphold the lease would be deemed a default by both tenants; I do not believe the City should be in a position of sorting out any disagreements between the two tenants.

While I have had extensive discussion with both Ms. Hubbard and CVB Director Amanda Wilkin, neither the Chamber Board nor the CVB Board have approved these terms yet. I believe this document represents the framework for a possible deal and, if you agree, we can work with the other boards to finalize the new lease.

RECOMMENDATION: Approve the framework for a new lease as proposed.



RECEIVED

DEC - 7 2015

CITY OF CHARLEVOIX

December 7, 2015

Mark Heydlauff
City of Charlevoix, City Manager
210 State Charlevoix
Charlevoix Michigan, 49720

Dear Mark,

Per our conversation, this correspondence shall serve as a non-binding Letter of Intent to renew our lease of the property located at 109 Mason Street, Charlevoix, MI. This Letter of Intent is completely non-binding and has no effect on either party whatsoever until a Lease Agreement has been fully executed by both Tenant and Landlord.

History: The original agreement was created because of the demolition of the existing Chamber of Commerce building due to the approval of the City Marina Master Plan. The Chamber was offered a lease agreement for 109 Mason (the old post office) to assist in furthering its mission to help businesses prosper and grow, increase job opportunities, support downtown businesses within the city, and promote commerce for the betterment of the community.

Proposed Terms and Conditions for Renewal: Pursuant to item (4) of the Lease Agreement between the City as Landlord and the undersigned as Tenant dated June 14, 2006, related to the premises located at 109 Mason Street, Charlevoix, MI. The City is hereby given of our intent to renew such lease under the proposed 5 year terms with the following conditions.

1. The City will replace the roof re-shingle, insulate, and vent- per independent inspection report.
2. The Chamber and the CVB will become joint tenants on new Lease Agreement.
3. Include new language in Lease about Capital Improvements as it relates to the Maintenance Agreement item (6) and tenant responsibilities.

Please note: In lieu of a new lease and the proposed conditions, the Chamber would entertain discussion around the building purchase.

The Chamber has enjoyed almost 10 years in our current location, with the CVB as a joint tenant for 7 years. Our office is the first stop or phone call for a new visitor, someone new moving to town or business inquiry. Between our two organizations, charlevoix.org and visitcharlevoix.com we are also the first websites visited with a total of 125,000 sessions this past year. We provide services that are essential to Charlevoix's success and we strive to make that first impression a lasting one.



We have made over \$80,000 in tenant improvements since moving into the building and would like to enjoy many more years providing these important services to our businesses, residents and visitors.

We look forward to continued dialog and how we can continue to serve our Charlevoix community in our convenient downtown location.

Best,

Alison M. Hubbard
President

COPY

LEASE AGREEMENT

This Lease Agreement is made on this 14 day of June, 2006 and is to be effective as of the date of actual possession between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, P.O. Box 550, Charlevoix, Michigan 49720 (the City) and the Charlevoix Area Chamber of Commerce, a Michigan nonprofit corporation, whose address is 408 Bridge Street, Charlevoix, Michigan 49720 (the Chamber).

Recitals

- A. The City currently owns real property commonly known as the old Post Office building located at 109 Mason Street, Charlevoix, Michigan.
- B. Due to the fact that the existing Chamber of Commerce building is set to be demolished with the implementation of the Charlevoix marina plan the Chamber desires to lease the old Post Office building to further its mission to help businesses prosper and grow, increase job opportunities, support downtown businesses within the city, and promote commerce and the betterment of the community.
- C. As a result, the parties desire to specify their rights and responsibilities in this Lease Agreement.

Agreement

Therefore, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. DESCRIPTION

The City hereby leases to the Chamber the City's real property commonly known as the old Post Office building located at 109 Mason Street, Charlevoix, Michigan (the leased property) under the terms and conditions specified in this Lease Agreement.

2. POSSESSION

The City shall deliver possession of the leased property to the Chamber when all parties sign the lease agreement.

3. RENT

The Chamber shall pay the City ONE DOLLAR (\$1.00) per year as rent for the leased property.

4. TERM OF LEASE; RENEWAL

This Lease Agreement shall be for an initial term of ten (10) years from the effective date hereof, unless this Agreement is terminated earlier under paragraph 17 below. The Chamber may obtain an automatic renewal of this Lease Agreement for an additional five (5) years under the same terms and conditions contained herein by serving on the City either personally or by certified mail a written notice of its intent to renew no less than six (6) months prior to the expiration of the initial term of this Lease Agreement.

5. SUBLETTING AND ASSIGNMENT

The Chamber shall not sublet any or all of the leased property and shall not assign its interests in this Lease Agreement to any other party without the prior written approval of the City.

6. REPAIR AND MAINTENANCE

The Chamber shall maintain the leased property in as good condition as it is on the date that possession is given to the Chamber, reasonable wear and tear excepted. All repairs and maintenance on the leased property, equipment or any fixtures located thereon, regardless of the cause, shall be the responsibility of the Chamber at its sole expense.

7. ESTABLISHMENT OF REPAIR FUND

The Chamber shall deposit \$2,500 into a repair fund established by the Chamber upon possession of the leased property. The Chamber shall deposit an additional \$2,500 on or before each anniversary date of this Lease Agreement during the term of this Agreement and any renewal thereof. The Chamber may withdraw money from this fund to make repairs to the leased property. The Chamber shall provide to the City an accounting each year of the funds deposited and withdrawn and the repairs made to the leased property.

8. IMPROVEMENTS

The Chamber at its sole expense may make any improvements to the leased property that it deems necessary. If any improvements are made by the Chamber, the improvements shall become and remain the property of the City upon the expiration or termination of this Lease Agreement and any renewal thereof. This provision shall pertain to interior or exterior alterations or additions to the building or land.

9. UTILITIES

The Chamber shall be responsible for the payment of all utilities and shall see that those payments are made before any liens attach to the premises for nonpayment.

10. SNOW REMOVAL

The Chamber shall be responsible to keep the leased property, sidewalks, and all entrances and exits free from unreasonable accumulations of ice and snow.

11. LAWN MAINTENANCE

The Chamber shall be responsible for all lawn maintenance on the leased property, including the mowing of grass, raking of leaves, and trimming of vegetation.

12. INDEMNIFICATION

The Chamber shall indemnify and hold harmless the City, its public officials, officers, employees, agents, successors, and assigns from any damages, legal fees or expenses, awards, demands, rights, causes of action, including but not limited to, causes of action for contribution, indemnification, or recovery of any liens of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of the Chamber's use or occupancy of the leased property or which may, do, or shall arise out of or grow out of the use or occupancy of the leased property by an authorized subtenant of the Chamber. This provision shall apply to any and all claims by the Chamber, its directors, officers, agents, servants, employees, successors or assigns, to any and all claims by any authorized subtenant of the Chamber, its directors, officers, agents, servants, employees, successors, assigns, personal representatives, or heirs or to any and all claims by any other third party.

13. CASUALTY INSURANCE

The City shall at its sole expense during the term of this Lease Agreement and any renewal thereof obtain and maintain casualty insurance on all buildings now located on or hereafter constructed on the leased property. The casualty insurance shall be for guaranteed replacement value on each building.

14. LIABILITY INSURANCE; INSURANCE ON PERSONAL PROPERTY

The Chamber shall at its sole expense during the term of this Lease Agreement and any renewal thereof obtain and maintain public liability insurance for the benefit of the City in the sum of not less than One Million and 00/100 Dollars (\$1,000,000.00) for damages relating to any one person and Three Million and 00/100 Dollars (\$3,000,000) for damages relating to a single occurrence. The insurance policy shall name the City as an Additional Insured using ISO "Form B—CG2010" and shall contain a provision that the policy cannot be terminated or canceled without thirty (30) days written notice to the City. The Chamber shall at its sole expense during the term of this Lease Agreement and any renewal thereof obtain and maintain insurance covering the Chamber's personal property and on personal property owned by others in the Chamber's possession on the leased property on a replacement cost, no less than 90%

coinsurance basis. The Chamber shall furnish proof of the required insurance to the City upon request for same.

15. FIRE OR CASUALTY LOSS

It is understood and agreed that if the leased property shall be damaged or destroyed in whole or in part by fire or other cause during the term of this Lease Agreement or any renewal thereof, the City shall repair and restore the same to a good, tenantable condition with reasonable dispatch, unless the Chamber and the City mutually agree not to repair and restore the property damaged or destroyed. In such event, the insurance proceeds shall be paid to the City.

16. WASTE AND NUISANCE

The Chamber shall not commit, or suffer to be committed, any waste on the leased property, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased property.

17. DEFAULT

A default shall be deemed to have occurred if the Chamber breaches any provision of this Lease Agreement and such breach continues for thirty (30) days after receipt by the Chamber of written notice of the breach. If any default as specified herein occurs, the City shall have the right to re-enter the leased property and regain possession or to take such other action as permitted by law.

18. MISCELLANEOUS

- A. The leased property shall not be used for any unlawful purpose.
- B. The Chamber and any authorized subtenants, if any, shall abide by all federal, state and local laws in respect to the operation of any activity on the leased property and in respect to the manner in which they use the leased property.
- C. The Chamber may at its sole expense erect or cause to be erected one (1) outdoor sign advertising the activities and/or organizations using the leased property. The sign shall be of a dignified nature and shall not be in violation of any city zoning regulations.
- D. The Chamber agrees that if the interest created by this Lease Agreement shall be taken in execution or by other process of law or if the Chamber shall dissolve, become bankrupt or insolvent, according to law, or any receivership be appointed for the business or property of the Chamber, then this Lease Agreement and any renewal thereof may be canceled at the option of the City.
- E. This Lease Agreement as of the date made hereof being 14 day of June

2006 and shall be binding upon the successors and assigns of the parties, as of the date hereof.

- F. If any provisions of this Lease Agreement shall be declared invalid or unenforceable, the remainder of the Lease Agreement shall continue in full force and effect.
- G. This Lease Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Lease Agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- H. This Lease Agreement shall be construed under and in accordance with the laws of the State of Michigan.
- I. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
- J. The City shall be solely responsible for removal of any underground storage tanks and any environmental liabilities.

IN WITNESS WHEREOF, this Lease Agreement has been executed to be effective on the day and year set forth above.

6-12-06
Date

CITY OF CHARLEVOIX

By: 
Norman Carlson

Its: Mayor

By: 
Carol A. Ochs

Its: Clerk

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX

Acknowledged before me in Charlevoix County, Michigan on the 12 day of June,

2006 by Norman Carlson and Carol A. Ochs, the Mayor and the Clerk of the City of Charlevoix respectively, on behalf of the City.

Notary Public: *Stephanie Brown*
Charlevoix County, Michigan
Acting in Charlevoix County
My Commission Expires:

Stephanie Brown
Notary Public, Charlevoix County, MI
My Commission Expires 11/25/07

June 12, 2006
Date

CHARLEVOIX AREA CHAMBER OF
COMMERCE

By: *Jacqueline K. Merta*
Jacqueline K. Merta

Its: President/Secretary

By: *James Berlage*
James Berlage

Its: Chairman of the Board

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX

Acknowledged before me in Charlevoix County, Michigan on the 12 day of June, 2006 by Jacqueline K. Merta and James Berlage, the President/Secretary and the Chairman of the Board of the Charlevoix Area Chamber of Commerce respectively, on behalf of the corporation.

Notary Public: *Stephanie Brown*
Charlevoix County, Michigan
Acting in Charlevoix County
My Commission Expires:

Stephanie Brown
Notary Public, Charlevoix County, MI
My Commission Expires 11/25/07

~~For Deposit Only~~
~~Citizens Bank~~ *EB*
~~City of Charlevoix~~

Drafted by:
Bryan E. Graham (P35708)
Young, Graham & Elsenheimer, P.C.
P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Financial Audit Extension Letter
DATE: January 4, 2016
PRESENTED BY: Kelly McGinn
ATTACHMENTS: City of Charlevoix Audit Proposal Extension Letter

BACKGROUND INFORMATION: Our contract with Rehmann expired with our audit for the year ending March 31, 2015. Rehmann has offered to extend the contract for an additional three years (covering the fiscal years ending March 31, 2016, 2017, and 2018) at the existing fee of \$23,900, including Single Audit procedures, plus the not-to-exceed reimbursement for out of pocket expenditures of \$1,500 annually (see attached).

It should be noted:

- The City has an excellent long-term working relationship with Rehmann.
- Rehmann is currently working on a separate audit/procedural study for the Airport.
- With several key staff changes over the past year, the continuity of the auditing firm is helpful.
- Rehmann varies the areas of focus each year to provide new insight into our functions.

RECOMMENDATION:

I would recommend that City Council accept the extension of the existing audit contract for the next three years.

December 17, 2015

City of Charlevoix
Mr. Mark Heydlauff, City Manager
Ms. Kelly McGinn, City Treasurer
210 State Street
Charlevoix, MI 49720

Thank you for the opportunity to provide audit services to the City of Charlevoix over the past several years. We hope that you have found our deliverables and, more importantly, our proactive services have exceeded your expectations. As you are aware, our contract with the City expired after the fiscal year ended March 31, 2015. Our fee for that engagement was \$23,900, including Single Audit procedures, plus a not-to-exceed reimbursement for out of pocket expenditures of \$1,500 annually.

We would like to continue our professional relationship with the City. Please consider extending our contract for three-years (the fiscal years ended March 31, 2016, 2017 and 2018) at the existing fee of \$23,900, including Single Audit procedures, plus the not-to-exceed reimbursement for out of pocket expenditures of \$1,500 annually.

These fees are based on the presumption that the City's accounting records are reasonably adjusted and auditable. Any additional services required to assist the City in preparing a reasonably adjusted trial balance will be discussed in advance with appropriate City personnel and once agreed to, will be billed at an hourly rate of \$100.

Our fees for the single audit, which are included above, contemplate a single audit with up to 2 major programs. Additional major programs, if required, would be billed separately at \$1,500 - \$2,000 each, depending on the size and complexity of the related compliance requirements to be tested. Generally, the City of Charlevoix has not had more than 2 major programs requiring audit in any given year.

The fees quoted may be subjected to change orders if changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with you and arrive at a new fee arrangement prior to incurring any additional charges.

We appreciate the opportunity to continue to be of service to the City. If you have any questions, please let us know. If you agree with the terms of our proposal as described in this letter, please sign below and return this document to us.



Annette Eustice, CPA, CGFM
Principal

ACCEPTANCE:

This letter correctly sets forth the understanding of the *City of Charlevoix*.

Name: _____

Title: _____