

**AGENDA  
CITY OF CHARLEVOIX CITY COUNCIL MEETING**

**Monday, June 1, 2015 - 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 - May 18, 2015 Regular Meeting **PG 1-5**
  - B. Accounts Payable Check Registers & Payroll Check Registers **PG 6-17**
  - C. Certificate of Appreciation – Todd Wyatt
  - D. Certificate of Appreciation – Jim Jinsky
  - E. Certificate of Appreciation – Keith Sherwood
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
  - A. MI Scientific Site Plan Review (Project #2015-03SP) **PG 18-28**
  - B. Westenbroek Substation Repairs **PG 29-37**
  - C. Purchase Fork Lift **PG 38**
  - D. Discussion Regarding Future Infrastructure Upgrades **PG 39-41**
  - E. Main Street Program Update **PG 42-47**
  - F. Discussion on DDA/Main Street Membership **PG 48-49**
  - G. Consideration to Approve the Employment Agreement for City Manager - Mark Heydlauff **PG 50-57**
  - H. Renewal of AWOS Contract for the Airport **PG 58-71**
- 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. Resolution - Renewal of AWOS Contract for the Airport **PG 71**
- 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, May 18, 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  
Interim City Manager: Mike Spencer  
City Clerk: Joyce Golding  
Members Present: Councilmembers Shane Cole, Shirley Gibson, Luther Kurtz, Leon Perron, Jeff Porter, Bill Supernaw  
Absent: None

**III. Inquiry Regarding Possible Conflicts of Interest**

None.

**IV. Consent Agenda**

The following items were approved and filed:

- A. Approval of Minutes – May 4, 2015 Regular Meeting Minutes
- B. Approval of Minutes – May 12, 2015 Special Meeting Minutes
- C. Downtown Development Authority Board Resignation – Jeannine Wallace
- D. Regular Accounts Payable Check Register – May 19, 2015
- E. ACH Payments – May 4, 2015 – May 11, 2015
- F. Payroll Check Register – May 8, 2015
- G. Payroll Transmittal – May 8, 2015
- H. Certificates of Appreciation – Mary Lee Campbell, Hugh Mason, Arlene Staley, Jeannine Wallace  
Mayor Campbell presented certificates of appreciation to Jeannine Wallace and Hugh Mason for their service on the DDA, to Mary Lee Campbell for her service on the Housing Commission, and Arlene Staley for her service on the Board of Review.

**V. Public Hearings**

None.

**VI. Reports**

None.

**VII. Requests, Petitions and Communications and Actions Thereon**

**A. Consideration to Approve a Concession Agreement with Jack and Annie Russell**

Jack and Annie Russell have had concession agreements for Lake Michigan Beach, Ferry Beach, and the Carpenter Ball Field. The proposed concession agreement will take effect June 1, 2015 and conclude September 7, 2015. Interim City Manager Spencer stated that the concessionaire has first rights of refusal with regards to renewing the contract.

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

Motion by Councilmember Cole, second by Councilmember Supernaw, to approve the agreement with Jack and Annie Russell to operate the Lake Michigan Beach, Ferry Beach, and Carpenter Street Ball field concessions (contingent upon receipt of liability insurance validation and purchase of a business license) and authorize the Interim City Manager to sign the concession agreement.

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

**B. Update and Clarification on the Donation Acceptance Review Committee**

At the May 4<sup>th</sup> meeting, Council supported the idea to re-establish the Donation Acceptance Review Committee to work with Staff to create a list of projects/programs that could be provided to potential donors. Previous members were agreeable to serve on the committee.

Interim City Manager Spencer requested direction from Council as to the objectives of the committee. Councilmember Gibson reiterated the following objectives:

1. Create a specific list of projects/programs that individuals or groups could donate to.
2. Examine whether it is in the public interest to have memorials in parks or other public areas and circumstances for such.
3. Determine what forms of public recognition for donations or memorials are appropriate.

Councilmember Perron indicated that in addition to the objectives listed above, he would like the committee to discuss Veteran specific donations/memorials.

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

Motion by Councilmember Supernaw, second by Councilmember Cole, to appoint the following members to the Donation Acceptance Committee: Birdie Whitely, Tom Ochs, Kay Heise, Dave Robinson, and Robert Klein.

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

C. Underground Electric Discussion

During Council's recent discussion involving underground utilities, it was requested that the electric lines be buried during the current State Street reconstruction. Staff has discovered two residential situations however that will need special attention. Electric Superintendent Swern indicated that each residence is different and the cost to connect underground would vary. He explained the challenges of bringing the electrical line from the street to the residence.

Councilmember Gibson felt that the City should not pay for residential hookups for underground electrical. Councilmember Porter stated that underground electrical should be mandatory when lines are being buried in the area. Mayor Campbell indicated that utilities should be moved underground when the City has the opportunity.

Councilmember Perron reminded Council that some property owners may not be able to afford hookups. Several ideas were discussed regarding incentives and hardship assistance. Councilmember Kurtz suggested setting a dollar limit for which the property owner would be responsible and the City would be responsible for the remainder.

Council tasked Superintendent Swern with researching options and presenting his findings at a future Council meeting.

D. Mayoral Appointment

With the resignation of Jeannine Wallace, the City has one vacancy on the Downtown Development Authority to fill her term expiring April 2016. This appointment is made by the Mayor.

Motion by Councilmember Gibson, second by Councilmember Porter, to appoint Rick Wertz to the Downtown Development Authority, term expiring April 2016.

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

Tie Vote  
Mayor Campbell: Yea  
Motion carries.

Mayor Campbell stated that the DDA could have a maximum of 12 members per state statute. He indicated that four citizens have shown interest in being a DDA member and it would be advantageous to add additional members.

Council's general consensus was to contact the City Attorney, the DDA Chairman, and the Community Economic Development Director for their opinion.

**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**

None.

**X. Ordinances**

None.

**XI. Miscellaneous Business**

Councilmember Porter felt that council members attending Main Street meetings should do so as volunteers. Clerk Golding supported this statement by indicating that council members are paid a stipend for Council work sessions as well as a stipend for board or committee meetings that they are assigned to. Council members are not paid for meetings that they attend voluntarily.

Councilmember Supernaw suggested that it may be a good time to discuss a possible bond on the November ballot to fund infrastructure upgrades. He felt that citizens have experienced two years of uncomfortable conditions with regards to water mains and may be receptive to approving funds to improve the City's infrastructure. Discussion followed and Council's consensus was to solicit information and advice from DPW Superintendent Elliott and the engineers. Interim City Manager and Superintendent Elliott will present specifics and funding options at the June 1<sup>st</sup> Council meeting. Councilmember Supernaw would like to receive feedback from his constituents.

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

None.

**XIII. Adjourn**

Motion by Councilmember Kurtz, second by Councilmember Cole to adjourn. Motion passed by unanimous voice vote.  
 Meeting adjourned at 8:00 p.m.

Joyce Golding	City Clerk	Gabe Campbell	Mayor
<b>Accounts Payable - 05/19/2015</b>			
ACE HARDWARE	3,402.19	GRULERS FARM SUPPLY INC	151.81
AIRGAS USA LLC	1,106.13	HACH COMPANY	214.74
ALL-PHASE ELECTRIC SUPPLY CO.	78.49	HARRELL'S	6,245.81
ALTA CONSTRUCTION EQUIP LLC	3,584.58	HI-LINE	434.83
ALTEC INDUSTRIES INC	693.00	HILLIGAN, JEFF	136.29
AMERICAN WASTE INC.	2,111.40	HOWLAND, JEFFERY H	1,100.00
ARROW UNIFORM-TAYLOR L.L.C.	1,275.74	HYDRO CORP	515.00
AT&T	1,904.28	INDEPENDENT DRAFTING SERVICES	1,920.00
AUTO VALUE	2,067.50	INDUSTRIAL MARKETING	590.31
AVFUEL CORPORATION	35,483.13	JACOBSEN	381.72
B & L SOUND INC	504.30	JOHNSON, MEGHAN	75.00
BCBS OF MI REFUNDS	197.38	JOHNSTONE SUPPLY #383	307.69
BOB MATHERS FORD	226.00	KORTHASE FLINN	1,080.05
BOGGEMAN, SUSAN	3.44	KSS ENTERPRISES	237.09
BRADFORD'S	39.00	LAKE SHORE TIRE & AUTO SERVICE	23.45
BS& A SOFTWARE	1,557.00	LOWERY UNDERGROUND SERVICE	525.00
BY THE BAY WINDOW CLEANING SVCS.	357.00	McGINN, KELLY	229.00
CARQUEST OF CHARLEVOIX	1,007.45	MICHIGAN MUNICIPAL LEAGUE	16,466.00
CERTIFIED LABORATORIES	138.67	MICHIGAN OFFICEWAYS INC	2,576.98
CHARLEVOIX SCREEN MASTERS INC	71.00	MYER, ELIZABETH A.	86.59
CHARLEVOIX TOWNSHIP	15.23	NGUYEN, DAT	75.00
CHARTER COMMUNICATIONS	991.39	NMFA	25.00
CHESAPEAKE GROUP INC.	8,700.00	NORTH COAST FASTENERS LLC	21.87
CINTAS CORPORATION #729	30.00	NORTHERN FIRE & SAFETY INC.	316.00
CITY OF CHARLEVOIX - PETTY CASH	730.00	NORTHERN MICHIGAN HARDWOODS	2,520.00
CITY OF CHARLEVOIX - UTILITIES	34,265.02	NORTHERN MICHIGAN JANITORIAL	23.35
DITCH WITCH SALES OF MICHIGAN	2,659.34	NORTHERN MICHIGAN REAL ESTATE	
DTE ENERGY	9,076.87	CONSULTANT	3,000.00
EARTH ART	2,800.00	NORTHERN MICHIGAN REVIEW INC.	562.64
EJ USA INC.	124.02	NORTHERN PUMP SERVICE INC.	189.00
ELLSWORTH FARMER'S EXCHANGE	244.72	OLD DOMINION BRUSH	51.62
EMERGENCY MEDICAL PRODUCTS INC	53.28	OLESON'S FOOD STORES	71.77
ENMET CORP	227.52	PERFORMANCE ENGINEERS INC	26,427.50
ETNA SUPPLY	2,222.06	PICTURE THIS	115.00
FASTENAL COMPANY	18.60	POLYDYNE INC	379.50
FERGUSON & CHAMBERLAIN	525.00	POWER LINE SUPPLY	1,001.84
FISHER SCIENTIFIC	582.21	PRESTON FEATHER	170.73
FREEDOM MAILING SERVICES INC.	2,276.30	PRO WEB MARKETING LLC	72.00
GARAGE DOOR SERVICES INC.	28.54	QUILL CORP	483.14
GCSAA	375.00	R & R FIRE TRUCK REPAIR INC.	1,073.85
GINOP SALES INC	275.65	R & R PRODUCTS INC	597.00
GOLDING, JOYCE	60.30	REHMANN-ROBSON & CO	10,000.00
GRAND TRAVERSE GARAGE DOOR	141.00	RESIDEX LLC	494.80
GRIFFIN BEVERAGE CO	170.85	SECURITY SANITATION INC.	110.85

SEELYE, DON	576.00	U S BANK	150.00
SHINDORF BUILDERS	240.00	UNITED STATES PLASTIC CORP.	489.03
SPARTAN DISTRIBUTORS INC	1,216.79	UP NORTH PROPERTY SERVICES LLC	630.00
SPRAYER DEPOT	3,659.00	UTILITIES INSTRUMENTATION SERVICE	6,972.00
STATE OF MICHIGAN	528.77	VAN'S BUSINESS MACHINES	25.90
STATE OF MICHIGAN	200.00	VILLAGE GRAPHICS INC.	205.63
STRICKER'S OUTDOOR POWER EQUIP	12,599.03	WHITLEY, ANDREW	14.00
SYSTEMS SPECIALISTS INC	100.00	WORK & PLAY SHOP	207.87
TERMINAL SUPPLY CO	44.98		
TEUNIS, STEVEN	260.48	<b>TOTAL</b>	<b>231,737.38</b>
TRUCK & TRAILER SPECIALTIES	37.50		

**ACH Payments – 05/04/2015 – 05/11/2015**

MI PUBLIC POWER AGENCY	4,202.30	VANTAGEPOINT (401 ICMA PLAN)	14,094.85
PAYMENT SERVICE NETWORK	218.50	STATE OF MI (SALES TAX)	20,337.72
IRS (PAYROLL TAX DEPOSIT)	31,548.03	MI PUBLIC POWER AGENCY	12,998.13
ALERUS FINANCIAL (HCSP)	370.00		
STATE OF MI (WITHHOLDING TAX)	4,518.56	<b>TOTAL</b>	<b>88,268.09</b>

**PAYROLL: NET PAY**  
**Pay Period Ending 05/02/2015 – Paid 05/08/2015**

WELLER, LINDA JO	1,620.72	WILSON, RICHARD D.	1,112.92
GOLDING, JOYCE M.	1,059.15	HART III, DELBERT W.	877.78
DEROSIA, PATRICIA E.	880.34	JONES, ROBERT F.	1,285.48
DOYLE, ANNE E.	1,385.05	DORAN, JUSTIN J.	1,466.28
LOY, EVELYN R.	1,017.73	MANKER JR, DAVID W.	493.95
KLOOSTER, ALIDA K.	1,675.15	MANKER SR, DAVID W.	717.35
SPENCER, MICHAEL D.	2,304.90	NEUMANN, DANA L.	539.51
SPENCLEY, PATRICIA L.	1,555.60	HAWKINS, JAMES S.	282.18
PANOFF, ZACHARY R.	626.91	MCGHEE, ROBERT R.	1,038.32
MILLER, FAITH G.	45.17	STANTS, JACOB W.	538.77
LEESE, MERRI C.	92.35	BLOOMER, GABRIELLE J.	525.04
MCGINN, KELLY A.	1,585.98	KIRINOVIC, THOMAS F.	744.21
DOAN, GERARD P.	1,664.94	FORRESTER, KATHERINE A.	580.30
SHRIFT, PETER R.	1,070.84	SROUFE, MARC E.	124.67
SCHLAPPI, JAMES L.	1,031.83	AMSTUTZ, LINDA J.	102.51
UMULIS, MATTHEW T.	1,237.06	SROUFE, PAMELA B.	200.36
HANKINS, SCOTT A.	1,489.79	HEID, THOMAS J.	1,252.44
ORBAN, BARBARA K.	1,148.86	STEIN, DONNA E.	168.20
TRAEGER, JASON A.	1,104.68	BOOTHE, STEVEN A.	40.41
WARNER, JANINE M.	1,079.60	GRUNCH, RONALD J.	300.89
EVANS JR, HALBERT K.	127.82	RYPSTRA III, BART	119.44
SCHWARTZ FISHER, JOSEPH L.	1,329.94	DAVIS, RONALD L.	229.08
ROLOFF, ROBERT P.	1,072.97	MYER, ELIZABETH A.	1,850.80
BRODIN, WILLIAM C.	956.52	VANLOO, JOSEPH G.	533.22
RILEY, DENISE W.	390.59	WYMAN, MATTHEW A.	1,011.83
TEUNIS, STEVEN L.	1,681.68	DRAVES, MICHAEL J.	414.40
WURST, RANDALL W.	1,671.93	SCHRADER, LOU ANN	247.46
MAYER, SHELLEY L.	1,280.07	SCHWAGER, EDWARD J.	655.48
HILLING, NICHOLAS A.	1,164.05	KLOOSTER, PATRICK H.	84.58
MEIER III, CHARLES A.	1,547.00	GREYERBIEHL, KELLY M.	47.57
ZACHARIAS, STEVEN B.	1,701.26	SWEM, DONALD L.	1,808.24
NISWANDER, JOSEPH F.	1,473.03	WHITLEY, ANDREW T.	1,610.50
JONES, TERRI L.	2,430.50	MORRISON, KEVIN P.	902.16
EATON, BRAD A.	1,645.84	HODGE, MICHAEL J.	1,270.61
WILSON, TIMOTHY J.	2,214.04	JOHNSON, STEVEN P.	1,205.16
LAVOIE, RICHARD L.	2,041.06	BISHAW, JAMES H.	632.13
STEVENS, BRANDON C.	1,582.33	DUTCHER, ROBERT G.	193.82
DRAVES, MARTIN J.	1,726.04	HOLM, ARTHUR R.	183.74
BROWN, STEPHANIE C.	1,023.66	CURTIS, DENNIS E.	861.74
ELLIOTT, PATRICK M.	1,762.40	GILL, DAVID R.	931.81
WELLS JR., DONALD E.	1,689.57	TODD, RICHARD D.	585.98
BRADLEY, KELLY R.	1,486.80	<b>TOTAL</b>	<b>83,467.07</b>

4FRONT CREDIT UNION	218.46	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	145.20	COMMUNICATION WORKERS OF AMER	496.16
AMERICAN FAMILY LIFE	271.20	MI STATE DISBURSEMENT UNIT	502.40
CHAR EM UNITED WAY	32.00	POLICE OFFICERS LABOR COUNCIL	392.00
CHARLEVOIX STATE BANK	835.16	PRIORITY HEALTH	1,685.60
CHARLEVOIX STATE BANK	1,021.16	<b>TOTAL</b>	<b>5,749.34</b>

**DRAFT**



Check Number	Payee	Amount
<b>05/21/2015</b>		
113243	AT&T MOBILITY	73.01
113244	CHARLEVOIX STATE BANK	5,017.62
113245	DELTA DENTAL	4,492.62
113246	DEVERE CONSTRUCTION COMPANY	1,251,690.89
113247	GREAT LAKES ENERGY	207.16
113248	METLIFE SMALL BUSINESS CENTER	727.44
113249	PREIN & NEWHOF	33,577.68
113250	PRIORITY HEALTH	43,651.99
113251	VERIZON WIRELESS	56.72
113252	VISION SERVICE PLAN	538.62
113253	WHITLEY'S FLOOR COVERING	3,797.88
Total 05/21/2015:		1,343,831.63
Grand Totals:		1,343,831.63

## Summary of Check Registers & ACH Payments

### FIRSTMERIT BANK - CHECKS ISSUED

05/21/15 Special Accounts Payable Run	\$ 1,343,831.63
05/22/15 Payroll	\$ 97,956.15
05/22/15 Payroll Transmittal Checks	\$ 4,522.18
06/02/15 Regular Accounts Payable	\$ 119,104.09
<b>Checks Sub-Total:</b>	<b>\$ 1,565,414.05</b>

### FIRSTMERIT BANK - ACH PAYMENTS

05/18/15 MI Public Power Agency	\$ 11,148.90
05/22/15 IRS (Payroll Tax Deposit)	\$ 35,769.67
05/22/15 Alerus Financial (HCSP)	\$ 370.00
05/22/15 State of MI (Withholding Tax)	\$ 5,210.66
05/22/15 Vantagepoint (401 ICMA Plan)	\$ 13,503.92
05/22/15 MERS (Defined Benefit Plan)	\$ 25,906.41
05/26/15 MI Public Power Agency	\$ 257,465.19
<b>ACH Sub-Total:</b>	<b>\$ 349,374.75</b>

**First Merit Bank Total: \$ 1,914,788.80**

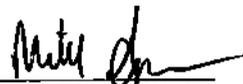
### CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

Tax Disbursement	\$ -
<b>Charlevoix State Bank Total:</b>	<b>\$ -</b>

**Grand Total: \$ 1,914,788.80**

APPROVED:

  
INTERIM CITY MANAGER

  
CITY TREASURER

  
CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/16/2015	PC	05/22/2015	19307	WELLER, LINDA JO	101		1,620.72
05/16/2015	PC	05/22/2015	19308	GOLDING, JOYCE M.	106		1,059.15
05/16/2015	PC	05/22/2015	19309	DEROSIA, PATRICIA E.	107		880.34
05/16/2015	PC	05/22/2015	19310	DOYLE, ANNE E.	108		1,385.05
05/16/2015	PC	05/22/2015	19311	LOY, EVELYN R.	117		1,017.73
05/16/2015	PC	05/22/2015	19312	KLOOSTER, ALIDA K.	121		1,447.08
05/16/2015	PC	05/22/2015	19313	SPENCER, MICHAEL D.	132		2,076.83
05/16/2015	PC	05/22/2015	19314	SPENCLEY, PATRICIA L.	136		1,739.21
05/16/2015	PC	05/22/2015	19315	PANOFF, ZACHARY R.	141		626.91
05/16/2015	PC	05/22/2015	19316	LEESE, MERRI C.	145		389.77
05/16/2015	PC	05/22/2015	19317	MCGINN, KELLY A.	146		1,585.98
05/16/2015	PC	05/22/2015	19318	DOAN, GERARD P.	201		1,664.94
05/16/2015	PC	05/22/2015	19319	SHRIFT, PETER R.	203		1,119.84
05/16/2015	PC	05/22/2015	19320	SCHLAPPI, JAMES L.	204		1,117.79
05/16/2015	PC	05/22/2015	19321	UMULIS, MATTHEW T.	205		1,293.77
05/16/2015	PC	05/22/2015	19322	HANKINS, SCOTT A.	208		1,489.79
05/16/2015	PC	05/22/2015	19323	ORBAN, BARBARA K.	209		1,190.15
05/16/2015	PC	05/22/2015	19324	TRAEGER, JASON A.	210		1,140.39
05/16/2015	PC	05/22/2015	19325	WARNER, JANINE M.	213		851.52
05/16/2015	PC	05/22/2015	19326	EVANS JR, HALBERT K.	214		1,442.49
05/16/2015	PC	05/22/2015	19327	BINGHAM, LARRY E.	224		265.55
05/16/2015	PC	05/22/2015	19328	VANLOO, JORDAN C.	239		184.97
05/16/2015	PC	05/22/2015	19329	GREYERBIEHL, KELLY M.	260		332.18
05/16/2015	PC	05/22/2015	19330	SCHWARTZFISHER, JOS	303		1,231.74
05/16/2015	PC	05/22/2015	19331	ROLOFF, ROBERT P.	304		3,368.86
05/16/2015	PC	05/22/2015	19332	BRODIN, WILLIAM C.	305		1,652.24
05/16/2015	PC	05/22/2015	19333	RILEY, DENISE M.	306		392.58
05/16/2015	PC	05/22/2015	19334	TEUNIS, STEVEN L.	402		1,681.68
05/16/2015	PC	05/22/2015	19335	WURST, RANDALL W.	411		1,301.33
05/16/2015	PC	05/22/2015	19336	MAYER, SHELLEY L.	412		1,606.95
05/16/2015	PC	05/22/2015	19337	HILLING, NICHOLAS A.	413		1,375.31
05/16/2015	PC	05/22/2015	19338	MEIER III, CHARLES A.	421		1,210.05
05/16/2015	PC	05/22/2015	19339	ZACHARIAS, STEVEN B.	422		1,245.97
05/16/2015	PC	05/22/2015	19340	NISWANDER, JOSEPH F.	504		1,283.76
05/16/2015	PC	05/22/2015	19341	EATON, BRAD A.	515		1,812.87
05/16/2015	PC	05/22/2015	19342	WILSON, TIMOTHY J.	516		2,177.63
05/16/2015	PC	05/22/2015	19343	LAVOIE, RICHARD L.	519		1,751.13
05/16/2015	PC	05/22/2015	19344	STEVENS, BRANDON C.	521		2,156.28
05/16/2015	PC	05/22/2015	19345	DRAVES, MARTIN J.	523		1,547.85
05/16/2015	PC	05/22/2015	19346	BROWN, STEPHANIE C.	524		1,023.65
05/16/2015	PC	05/22/2015	19347	ELLIOTT, PATRICK M.	600		1,762.40
05/16/2015	PC	05/22/2015	19348	WELLS JR., DONALD E.	609		1,412.79
05/16/2015	PC	05/22/2015	19349	BRADLEY, KELLY R.	614		1,753.41
05/16/2015	PC	05/22/2015	19350	WILSON, RICHARD J.	615		1,306.83
05/16/2015	PC	05/22/2015	19351	HART II, DELBERT W.	616		846.94
05/16/2015	PC	05/22/2015	19352	JONES, ROBERT F.	618		1,194.81
05/16/2015	PC	05/22/2015	19353	DORAN, JUSTIN J.	621		1,319.88
05/16/2015	PC	05/22/2015	19354	MANKER JR, DAVID W.	638		493.95
05/16/2015	PC	05/22/2015	19355	MANKER SR, DAVID W.	639		679.32
05/16/2015	PC	05/22/2015	19356	NEUMANN, DANA L.	640		542.71
05/16/2015	PC	05/22/2015	19357	BECKER, MICHAEL S.	641		609.65
05/16/2015	PC	05/22/2015	19358	SHEPARD, ZACHARY N.	656		551.87
05/16/2015	PC	05/22/2015	19359	HAWKINS, JAMES S.	662		504.04
05/16/2015	PC	05/22/2015	19360	MCGHEE, ROBERT R.	663		1,038.32
05/16/2015	PC	05/22/2015	19361	STANTS, JACOB W.	664		470.44
05/16/2015	PC	05/22/2015	19362	BLOOMER, GABRIELLE J.	665		472.56
05/16/2015	PC	05/22/2015	19363	KIRINOVIC, THOMAS F.	700		651.19

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/16/2015	PC	05/22/2015	19364	FORRESTER, KATHERIN	704		544.88
05/16/2015	PC	05/22/2015	19365	SROUFE, MARC E.	705		83.11
05/16/2015	PC	05/22/2015	19366	AMSTUTZ, LINDA J.	706		239.12
05/16/2015	PC	05/22/2015	19367	SROUFE, PAMELA B.	707		73.88
05/16/2015	PC	05/22/2015	19368	DUTCHER, ROBERT G.	710		229.06
05/16/2015	PC	05/22/2015	19369	ROCKAFELLOW, SARAH	782		15.70
05/16/2015	PC	05/22/2015	19370	HEID, THOMAS J	802		1,252.44
05/16/2015	PC	05/22/2015	19371	STEIN, DONNA E.	830		140.16
05/16/2015	PC	05/22/2015	19372	BOOTHE, STEVEN A.	832		235.77
05/16/2015	PC	05/22/2015	19373	GRUNCH, RONALD J.	844		259.60
05/16/2015	PC	05/22/2015	19374	RYPSTRA III, BART	852		226.57
05/16/2015	PC	05/22/2015	19375	DAVIS, RONALD L.	853		120.83
05/16/2015	PC	05/22/2015	19376	MACLEOD, SAMUEL R.	857		363.61
05/16/2015	PC	05/22/2015	19377	DAKROUB, JOSEPH E.	860		14.98
05/16/2015	PC	05/22/2015	19378	MYER, ELIZABETH A.	900		1,622.72
05/16/2015	PC	05/22/2015	19379	VANLOO, JOSEPH G.	902		814.23
05/16/2015	PC	05/22/2015	19380	WYMAN, MATTHEW A.	927		955.66
05/16/2015	PC	05/22/2015	19381	DRAVES, MICHAEL J.	928		535.39
05/16/2015	PC	05/22/2015	19382	SCHRADER, LOU ANN	929		485.88
05/16/2015	PC	05/22/2015	19383	SCHWAGER, EDWARD J.	930		861.37
05/16/2015	PC	05/22/2015	19384	FUNKEY, KRAIG R.	1034		90.04
05/16/2015	PC	05/22/2015	19385	RILEY, TIMOTHY C.	1045		13.21
05/16/2015	PC	05/22/2015	19386	RAMSEY, KYLE J.	1051		3.21
05/16/2015	PC	05/22/2015	19387	RILEY, CASEY W.	1052		236.17
05/16/2015	PC	05/22/2015	19388	THORMAN, MIKAYLA R.	1055		22.03
05/16/2015	PC	05/22/2015	19389	JONES, LARRY M.	1057		1,206.41
05/16/2015	PC	05/22/2015	19390	LOPER II, GARY D.	1058		509.65
05/16/2015	PC	05/22/2015	19391	WILLSON, BRENDA R.	1059		432.57
05/16/2015	PC	05/22/2015	19392	TRAVERS, MANUEL J.	1071		472.22
05/16/2015	PC	05/22/2015	19393	RILEY, DANIEL A.	1079		928.66
05/16/2015	PC	05/22/2015	19394	DROST, PATRICIA A.	2002		162.75
05/16/2015	PC	05/22/2015	19395	COLT, JUDITH C.	2018		162.75
05/16/2015	PC	05/22/2015	19396	FRANCIS, CATHERINE A.	2029		80.00
05/16/2015	PC	05/22/2015	19397	HEDDLE, JULIA E.	2030		135.00
05/16/2015	PC	05/22/2015	19398	LALONDE, SANDRA L.	2032		80.00
05/16/2015	PC	05/22/2015	113211	KLOOSTER, PATRICK H.	216		232.98
05/16/2015	PC	05/22/2015	113212	KLINGER, LUCAS D.	235		417.85
05/16/2015	PC	05/22/2015	113213	SWEM, DONALD L.	512		1,808.24
05/16/2015	PC	05/22/2015	113214	WHITLEY, ANDREW T.	522		1,725.10
05/16/2015	PC	05/22/2015	113215	MORRISON, KEVIN P.	601		899.62
05/16/2015	PC	05/22/2015	113216	HODGE, MICHAEL J.	606		1,270.61
05/16/2015	PC	05/22/2015	113217	JOHNSON, STEVEN P.	617		999.94
05/16/2015	PC	05/22/2015	113218	BISHAW, JAMES H.	633		640.93
05/16/2015	PC	05/22/2015	113219	HERRIMAN, COBY M.	654		274.39
05/16/2015	PC	05/22/2015	113220	CURTIS, DENNIS E.	831		825.28
05/16/2015	PC	05/22/2015	113221	GILL, DAVID R.	856		1,125.74
05/16/2015	PC	05/22/2015	113222	TODD, RICHARD D.	859		409.93
05/16/2015	PC	05/22/2015	113223	STEVENS, JEFFREY W.	1028		646.60
05/16/2015	PC	05/22/2015	113224	ROLOFF, AUDREY M.	1037		2,479.41
05/16/2015	PC	05/22/2015	113225	MATTER, DAWSON K.	1038		1,466.42
05/16/2015	PC	05/22/2015	113226	SCOTT JR., WINFIELD	1072		26.42
05/16/2015	PC	05/22/2015	113227	BERGMANN, DOUGLAS	1087		26.42
05/16/2015	PC	05/22/2015	113228	RUDOLPH, JOELLEN B.	2008		155.00
05/16/2015	PC	05/22/2015	113229	LEFT, LILLIAN M.	2010		189.75
05/16/2015	PC	05/22/2015	113230	BUDAY, JOAN E.	2011		162.75
05/16/2015	PC	05/22/2015	113231	STEPHAN, MARY ANN	2012		40.00
05/16/2015	PC	05/22/2015	113232	CAMPBELL, KAREN L.	2013		75.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/16/2015	PC	05/22/2015	113233	LEWIS, LORNA MAE	2025		95.00
Grand Totals:			115				97,956.15

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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
05/16/2015	05/22/2015	113234	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	218.46
05/16/2015	05/22/2015	113235	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	145.20
05/16/2015	05/22/2015	113235	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	271.20
05/16/2015	05/22/2015	113236	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/16/2	32.00
05/16/2015	05/22/2015	113237	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,021.16
05/16/2015	05/22/2015	113238	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
05/16/2015	05/22/2015	113239	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	496.16
05/16/2015	05/22/2015	113240	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	502.40
05/16/2015	05/22/2015	113241	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,685.60
Grand Totals:						4,522.18

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Check Number	Payee	Amount
<b>06/02/2015</b>		
113258	ABRAMOWSKI, DWAIN	25.00
113259	AIRGAS USA LLC	172.58
113260	ALL STAR PRO GOLF INC	182.79
113261	ALL-PHASE ELECTRIC SUPPLY CO.	384.70
113262	ALTEC INDUSTRIES INC	759.00
113263	AMERICAN SAFETY UTILITY CORP	298.47
113264	AMERICAN WASTE INC.	69.46
113265	ANDY'S CLEANING SYSTEMS	397.00
113266	AVFUEL CORPORATION	17,919.34
113267	BARUZZINI GENERAL CONTRACTOR	2,675.00
113268	BEAR EARTH HERBALS	14.00
113269	BOB MATHERS FORD	331.45
113270	BULBS.COM	181.78
113271	CENTRAL DRUG STORE	52.45
113272	CHARLEVOIX CITY BAND	3,000.00
113273	CINTAS CORPORATION	118.14
113274	CINTAS CORPORATION #729	90.00
113275	COOK FAMILY FARMS	77.00
113276	DAMOUR, DAVID	14.00
113277	DCASSESSING SERVICES	4,371.08
113278	DeROSIA, PATTY	41.00
113279	DITCH WITCH SALES OF MICHIGAN	207.74
113280	DOAN, GERARD	41.00
113281	DOYLE, ANNIE	41.00
113282	EJ USA INC.	5,907.22
113283	ELLIOTT, PATRICK M.	41.00
113284	ELLSWORTH FARMER'S EXCHANGE	75.31
113285	EMERGENCY MEDICAL PRODUCTS I	205.50
113286	ETNA SUPPLY	3,915.00
113287	EVANS, HAL	41.00
113288	FAMILY FARM & HOME	1,499.41
113289	FASTENAL COMPANY	23.52
113290	FUHRMAN, DANIEL	15.83
113291	GELDERBLOM, PAUL	25.00
113292	GERBER HOMEMADE SWEETS	21.00
113293	GOLDING, JOYCE	41.00
113294	GORDON FOOD SERVICE	66.26
113295	GRAINGER	582.00
113296	GREAT LAKES ENERGY	750.00
113297	GREAT LAKES PIPE & SUPPLY	623.37
113298	GREAT LAKES PIPE & SUPPLY	86.58
113299	GUNTZVILLER, RHONDA	80.00
113300	HANKINS, SCOTT	41.00
113301	HARBOR STEEL & SUPPLY CORP	236.30
113302	HEID, THOMAS J.	41.00
113303	HI-LINE	549.95
113304	HOLIDAY COMPANIES	6,451.45
113305	INDEPENDENT DRAFTING SERVICES	1,856.00

Check Number	Payee	Amount
113306	INTELLIGENT PRODUCTS INC	1,591.99
113307	J & B MEDICAL SUPPLY INC.	181.24
113308	JOHNNY MAC'S SPORTING GOODS	241.99
113309	KENNEDY INDUSTRIES INC	6,920.00
113310	KIRINOVIC, THOMAS	41.00
113311	KLOOSTER, ALIDA K.	282.50
113312	KSS ENTERPRISES	661.67
113313	LAKESHORE TIRE & AUTO SERVICE	21.85
113314	LOTTIE'S BAGELS	42.00
113315	McGINN, KELLY	41.00
113316	MDC CONTRACTING LLC	6,720.00
113317	MEGGISON, LEE	46.36
113318	MEIER III, CHARLES A.	58.96
113319	MICHIGAN MUSHROOM MARKET LLC	256.00
113320	MID STATES BOLT & SCREW CO	152.52
113321	MILLARD, CHARLES LAWRENCE	25.00
113322	MILLIGAN, DES	400.00
113323	MUNICIPAL UNDERWRITERS OF MIC	50.00
113324	MYER, ELIZABETH A.	305.07
113325	NATIONAL HOSE TESTING SPECIALTI	1,083.50
113326	NORTH COAST FASTENERS LLC	211.00
113327	NORTHERN CREDIT BUREAU	381.37
113328	NORTHERN FIRE & SAFETY INC.	1,230.00
113329	NORTHERN MICHIGAN DUST CONTR	912.00
113330	NORTHERN MICHIGAN TRUCK &	118.79
113331	NORTHERN SAFETY CO INC	252.78
113332	OLSON BZDOK & HOWARD	573.50
113333	PARASTAR INC.	1,007.05
113334	PEARSALL, MICHAEL	600.00
113335	PERFORMANCE ENGINEERS INC	19,902.75
113336	PIGS EATIN' RIBS	8.00
113337	POLLARD WATER	74.79
113338	POND HILL FARM LLC	53.00
113339	POWER LINE SUPPLY	2,357.60
113340	R & R FIRE TRUCK REPAIR INC.	2,261.68
113341	REHMANN-ROBSON & CO	10,000.00
113342	RESIDEX LLC	840.50
113343	RIETH-RILEY CONST CO INC	129.38
113344	ROCKY TOP FARMS	6.00
113345	RS TECHNICAL SERVICES	126.67
113346	SCHWAGER, EDWARD J.	41.00
113347	SECURITY SANITATION INC.	380.00
113348	SPARTAN DISTRIBUTORS INC	554.08
113349	SPENCER, MICHAEL	41.00
113350	STANDARD ELECTRIC CO	644.00
113351	STATE OF MICHIGAN	245.00
113352	STATE OF MICHIGAN	95.00
113353	SWEM, DONALD L.	41.00
113354	TEUNIS, STEVEN	41.00

Check Number	Payee	Amount
113355	UNITED STATES PLASTIC CORP.	78.48
113356	UP NORTH PROPERTY SERVICES LL	1,744.00
113357	WELLER, LINDA	41.00
113358	WORK & PLAY SHOP	86.34
113359	WYMAN, MATTHEW A.	60.00
113360	YP	204.00
Total 06/02/2015:		119,104.09
Grand Totals:		119,104.09

*[Handwritten mark]*

Check Number	Payee	Amount
<b>05/18/2015</b>		
51815001	MICHIGAN PUBLIC POWER AGENCY	11,148.90
Total 05/18/2015:		11,148.90
Grand Totals:		11,148.90

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Check Issue Date	Check Number	Payee	Amount
<b>52215001</b>			
05/22/2015	52215001	**EFTPS* Payroll Taxes	8,888.29
05/22/2015	52215001	**EFTPS* Payroll Taxes	8,888.29
05/22/2015	52215001	**EFTPS* Payroll Taxes	2,078.72
05/22/2015	52215001	**EFTPS* Payroll Taxes	2,078.72
05/22/2015	52215001	**EFTPS* Payroll Taxes	13,835.65
Total 52215001:			
	5		35,769.67
<b>52215002</b>			
05/22/2015	52215002	Alerus Financial	370.00
Total 52215002:			
	1		370.00
<b>52215003</b>			
05/22/2015	52215003	STATE OF MICHIGAN	5,210.66
Total 52215003:			
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<b>52215004</b>			
05/22/2015	52215004	Vantagepoint - 457 Plan 300959	5,759.58
05/22/2015	52215004	Vantagepoint - 457 Plan 300959	132.13
05/22/2015	52215004	Vantagepoint - 457 Plan 300959	1,775.76
05/22/2015	52215004	Vantagepoint - 457 Plan 300959	5,836.45
Total 52215004:			
	4		13,503.92
Grand Totals:			
	11		54,854.25

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Check Number	Payee	Amount
<b>05/22/2015</b>		
52215005	MERS	25,906.41
Total 05/22/2015:		25,906.41
Grand Totals:		25,906.41

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Check Number	Payee	Amount
<b>05/26/2015</b>		
52615001	MICHIGAN PUBLIC POWER AGENCY	8,763.36
52615002	MICHIGAN PUBLIC POWER AGENCY	248,701.83
Total 05/26/2015:		<u>257,465.19</u>
Grand Totals:		<u><u>257,465.19</u></u>

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**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** MI Scientific Site Plan Review: (Project #2015-03SP)  
**MEETING DATE:** June 1, 2015  
**PRESENTED BY:** Mike Spencer, City Planner  
**ATTACHMENTS:** Planning Commission Report/Recommendation with associated documentation and attachments.

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to review the proposed Planning Commission (PC) recommendation for MI Scientific. The applicant is proposing a 61X160 foot (9760 square foot) building expansion in the rear of the building at 8500 Ance Road. This lot is zoned I (Industrial) and is located in the Industrial Park. The applicant is proposing to construct an addition in the rear of the building in order to accommodate immediate and future production demands. The location of the addition was chosen because it aligns with their current production equipment and production flow through the building. They received a variance to build up to 11 feet from the rear property line due to the irregular position of the building on the lot. As you can see by the drawings the original owner (not Michigan Scientific) did not construct the building parallel with the lot line, which normally how buildings are placed on the lot. This could be due to the old age and lack of surveying and identification of lot lines at the time. The rear of the property abuts another Industrial zoned property and is to be screened by existing trees and a large embankment that is located on the property line between the two sites. The Planning Commission has unanimously recommended approval with no conditions. There are no public safety concerns over the addition.

The proposed development meets all of the requirements of the zoning ordinance in regards to site plan review and we feel this development will be an asset to the City in regards to growing and retaining local industry. We have included the plans for this development on 11X17 paper. If you would like to see more detailed plans I can print a larger size for you upon request.

**RECOMMENDATION**

The Planning Commission is recommending approval of Project 2015-03 SP with no conditions.



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

**PLANNING COMMISSION (PC) REPORT/RECOMMENDATION**

<b>AGENDA TITLE:</b>	<b><u>Project 2015-03 SP: MI Scientific</u></b> <b>Site Plan Review</b>
<b>PUBLIC MEETING DATE:</b>	<b>May 20, 2015 7:00PM</b>

<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. <b>Site Plan Review application.</b></li> <li>2. <b>Site Plan provided by applicant.</b></li> <li>3. <b>City of Charlevoix Zoning Ordinance.</b></li> </ol>
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**I. GENERAL INFORMATION:**

**Applicant/Developer:** MI Scientific  
8500 Ance Road  
Charlevoix, MI 49720

**Owner:** Ralph Larsen

**Requested Action:** Construct an addition to the rear of the building to expand production capacity.

**Zoning:** I - Industrial

**Project Location:** 8500 Ance Road

**Project Site Size:** 1.7 Acres – 73,395 Square Feet

**Existing Land Use:** 14,530 sq. ft. MI Scientific production facility.

**Adjacent Land Uses:** N DCL (Manufacturing)  
E Manufacturing  
S MI Scientific Building  
W Vacant/parking area for MI Scientific

**Adjacent Zoning:** N I - Industrial  
E I - Industrial  
S I - Industrial  
W I - Industrial

**PROJECT DESCRIPTION/LOCATION:**

The applicant is requesting site plan approval for a 9,700 square foot expansion of their current production facilities on the site, located at 8500 Ance Road. The business is existing, and goes by the name MI Scientific.

Air Photo from 2010 (Property lines are approximate.)



**MASTER PLAN CONSIDERATIONS:** \*Please note that Site Plan Review is not based on consistency with the Land Use Master Plan, this section is included only for general reference.

The 2011 Land Use Master Plan identifies the Ance Industrial Park as the primary focus area for adding employment opportunities in the manufacturing, information technology and other related industries.

**PROPERTY ZONING HISTORY:**

Under the 1978 Zoning Ordinance the subject parcel was given an I - Industrial zoning designation. When the new Zoning Ordinance was adopted on August 5<sup>th</sup>, 2013 the parcel was zoned with an I - Industrial zoning designation based on the past zoning designations and the characteristics of the area.

**II. SITE PLAN REVIEW:**

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The following section is taken directly from the Section 5.120 (pg. 130) of the Zoning Ordinance.

5.120. Standards for Site Plan Approval: A site plan shall be approved only upon a finding of compliance with the following standards:

- (1) The site plan must comply with all standards of this Article and all applicable requirements of this ordinance, as well as with all other applicable city, county, state and federal laws and regulations.
  - *The PC finds that the site plan proposal complies with Section 5.30 (pg. 29) of the Zoning Ordinance, which states that I - Industrial districts are intended to accommodate the community's industrial needs in a way that does not become a nuisance to adjoining properties.*
  - *The PC finds that the site plan proposal complies with Section 5.31 (pg. 30) of the Zoning Ordinance, which states that "manufacture, compounding, assembly and treatment of articles from prepared materials, such as metal, plastics, fiber and wood" is a use by right in Industrial districts.*
  - *The PC finds that the site plan proposal complies with Section 5.32 (pg. 34) of the Zoning Ordinance which requires that the minimum lot width and area for a parcel in the Industrial zoning district must be 150 feet and 43,650 square feet, respectively. The measurements of the lot are 354 feet wide and approximately 73,650 square feet.*
  - *The PC finds that the site plan proposal complies, with some additional circumstances, with Section 5.32 (pg. 34) of the Zoning Ordinance which establishes the required building setbacks (30 feet in the front, 25 feet in the rear, 20 feet on sides) and maximum building height (30 feet) for buildings in an Industrial zoning district. The original portion of the building, which was built in 1970 does not meet the front setback, but there are no alterations proposed there, so it remains legal nonconforming by the standards of the 2013 ordinance. The expansion encroaches on the required rear setback anywhere from 0 feet to 14 feet, but the applicant has received a variance (2015-02 ZBA) from the ZBA to proceed with this project.*
  - *The PC finds that the water supply and sewage disposal facilities requirements of Section 5.77 (pg. 86) are met.*
  - *The PC finds that the building complies with Section 5.80 Building Appearance for acceptable building materials, roof pitch, and other applicable standards if the finish properties of the existing structure are matched.*
  - *Section 5.81(2)(l) (pg. 89) allows deviations from the landscaping requirements for properties within the Ance Industrial Park. With this addition being located in the rear of the property, and bordering industrial lots on all sides, there is no additional landscaping required by the PC for this project.*
  - *The PC finds that this property has an existing parking lot, plus adjacent property located directly across Ance Road that is used for parking, which combine to meet the parking demand for the additional square footage.*
  - *This site plan meets the minimum required parking spaces under Section 5.92(8) (pg. 105), which is 1 space per 2 employees or 1 space for every 700 sq. ft. of usable floor are, whichever is great. The square footage requirement demands that there be 53 spaces provided. There are 57 provided between the small lot located on the subject property and the unpaved lot across Ance Road. (see Site Survey for parking details)*
  - *The PC finds that the building complies with Section 5.93 (pg. 109) which requires for off-street loading that there be one space, plus one space per 40,000 sq. ft. in excess of*

20,000 square feet of gross floor area. There are currently two spaces/loading docks on the property.

- (2) The site must be designed in a manner that is harmonious, to the greatest extent possible, with the character of the surrounding area.
  - *The PC finds that the proposed development is harmonious with the character of the surrounding Ance Industrial Park. The development is located in an area that is already largely occupied by industrial operations, so the design is generally harmonious and not out of place.*
- (3) The site must be designed to minimize hazards to adjacent property and to reduce the negative effects of traffic, noise, smoke, fumes and glare to the greatest extent possible.
  - *The PC finds adequate measures have been taken to limit hazards to adjacent properties.*
- (4) Unless a more specific design standard is required by the city through a different ordinance or regulation, all uses and structures subject to site plan review shall comply with the following design standards:

(a) TRAFFIC CIRCULATION.

The number, location and size of access and entry points, and internal vehicular and pedestrian circulation routes shall be designed to promote safe and efficient access to and from the site, as well as circulation within the site. In reviewing traffic features, the number, spacing and alignment of existing and proposed access points shall be considered relative to their impact on movement on abutting streets and adjacent properties.

- *The PC finds there would be sufficient vehicular access from Ance Road. The access points already exist and will not affect traffic in the area in a negative way.*

(b) STORM WATER.

Storm water retention and drainage systems shall be designed so the removal of surface water will not adversely affect neighboring properties or public storm water drainage systems. Unless impractical, storm water shall be removed from all roofs, canopies and paved areas by an underground surface drainage system. Low impact design solutions such as rain gardens and green roofs are encouraged.

- *The PC finds that Performance Engineers has completed the grading and drainage plan and recommended adequate features including draining to the center of the building and a storm drain running around the perimeter of the new addition and out to a ditch adjacent to Ance Road.*

(c) LANDSCAPING.

The landscape shall be preserved in its natural state, insofar as practical, by minimizing unnecessary tree and soil removal. Any grade changes shall be in keeping with the general appearance of neighboring developed areas. Provision or preservation of landscaping, buffers or greenbelts may be required to ensure the proposed uses will be adequately buffered from one another and from surrounding property.

- *The PC finds that the development meets this requirement.*

(d) SCREENING.

Where non-residential uses abut residential uses, appropriate screening shall be provided in accordance with Section 5.81(9) (pg. 94) to shield residential properties from noise, headlights and glare.

- *The PC finds that no additional screening is necessary and the development will meet this requirement.*

(e) LIGHTING.

Lighting shall be designed to minimize glare on adjacent properties and public streets. As a condition of site plan approval, reduction of lighting during non-business hours may be required.

- *The PC finds that no additional lighting is proposed for the new addition. Existing lighting already meets the requirements of the zoning ordinance.*

(f) UTILITY SERVICE.

All utility service shall be underground, unless impractical due to engineering difficulties.

- *The PC finds that MI Scientific already utilizes city utilities (water, sewer and electric), and that any new utilities/connections required for this development shall be underground.*

(g) EXTERIOR USES.

Exposed storage areas, machinery, heating and cooling units, service areas, loading areas, utility buildings and structures, and similar accessory areas shall be located to have a minimum negative effect on adjacent properties and shall be screened, if reasonably necessary, to ensure compatibility with surrounding properties.

- *The PC finds that this business is located in the industrial park, where loading areas, utility buildings, etc. are common, therefore no additional screening for these items is necessary beyond what is already existing and no negative effect on adjacent properties exists.*

(h) EMERGENCY ACCESS.

All building and structures shall be readily accessible to emergency vehicles.

- *The PC finds that the site plan has been reviewed and preliminarily approved by the Fire Chief and Police Chief. They feel the structure has adequate access to the sides and rear of the building.*

(i) WATER AND SEWER.

Water and sewer installation shall comply with all city specifications and requirements.

- *The PC finds that the development meets this requirement.*

(j) SIGNS.

Permitted signs shall be located to avoid creating distractions, visual clutter and obstructions for traffic entering or exiting a site.

- *The PC finds that there are no signs on the property apart from small wayfinding signs, and no additional signs are propose*

### **III. CONDITIONS OF APPROVAL:**

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The following section is taken directly from the Section 5.121 (pg. 131) of the Zoning Ordinance. The PC may impose conditions of approval on the site plan based on the following criteria.

#### **5.121. Conditions of Site Plan Approval.**

Conditions which are designed to ensure compliance with the intent of this ordinance and other regulations of the City of Charlevoix may be imposed on site plan approval.

Conditions imposed shall be based on the following criteria:

- (1) Ensure that public services and facilities affected by the proposed land use and site plan will not be adversely affected.
- (2) Ensure that the Use is compatible with adjacent land uses and activities.
- (3) Protect natural resources, the health, safety, welfare and social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.
- (4) Ensure compatibility between the proposed use or activity and the rights of the city to perform its governmental functions.
- (5) Meet the intent and purpose of the zoning ordinance, be related to the regulations and standards established in the ordinance for the land use or activity under consideration and be necessary to ensure compliance with those standards.
- (6) Ensure compliance with the intent of other city ordinances that are applicable to the site plan.
- (7) Ensure compatibility with other uses of land in the vicinity.

*No conditions of approval recommended.*

### **IV. PC Recommendation to City Council:**

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Motion to approve Project 2015-03 SP without conditions, based on specific findings of fact contained herein. Motion passed 8-0.









**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** Westenbroek Substation Repairs

**DATE:** June 1, 2015

**PRESENTED BY:** Don Swem

**ATTACHMENTS:** GRP Recommendation Letter, Proposal from Premier Power Maintenance

**BACKGROUND INFORMATION:**

Last fall and early this spring the Transformers and Regulators at the Westenbroek Substation were inspected and tested, and as a result several items were identified needing repair or additional maintenance. On the South Transformer a Primary Bushing, a Secondary Bushing and the Sudden Pressure Relay all need replacing. The work also includes repairing leaks and replacing the oil in six Voltage Regulators. Two of the Regulators have malfunctioning controllers, indicators and timing circuits and the extent of repairs cannot be determined until they are untanked in the field. Repairs to these two will be quoted on a time and material basis.

GRP has solicited bids for this work and the results are tabulated in the attached recommendation letter. Premier Power Maintenance is the low bidder. Premier is out of Indianapolis and has been doing this work all around the country for 25 years.

The work is within the budget for this year's substation maintenance work, and the work needs to be done as soon as possible as we are currently running with this transformer out of service.

The bid tabulation is shown on the attached recommendation letter, and a copy of Premier's proposal is also attached.

**RECOMMENDATION:**

It is recommended that Council award the bid for the transformer and regulator maintenance work to Premier Power Maintenance as outlined in their proposal for "City of Charlevoix Regulator Repairs" #150652 dated May 13, 2015 for a total of \$36,841.00.

May 19, 2015  
13-0564.01

Mr. Don Swem  
Electric Department Supervisor  
City of Charlevoix  
401 W. Carpenter  
Charlevoix, MI 49720

**RE: Westenbroek Substation Power Transformer and Voltage Regulator Repair Recommendation**

Dear Mr. Swem:

GRP Engineering, Inc. has completed our evaluation of the repair quotes received for the Westenbroek Substation Power Transformer and Voltage Regulator Maintenance project. Quotes were requested for the replacement of one (1) primary and (1) secondary 10MVA power transformer bushing, sudden pressure relay, repairing one (1) leaking voltage regulator, repairing two (2) voltage regulators with malfunctioning controllers, tap changer indicators, & timing circuits, and replacing the oil in six (6) voltage regulators. The extent of repairs needed to fix the two (2) voltage regulators that have a malfunctioning controller, tap changer indicator, and timing circuit cannot be fully determined until they are untanked in the field. Quotes include anticipated material, equipment and labor. Any additional repairs to these units will be quoted on time and material.

Four (4) contractors provided quotations and Premier Power Maintenance provided the lowest quote. Summary of the quote are provided below:

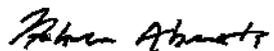
Newkirk Electric, Inc	No Bid
Consumers Energy	\$21,700.00 (Voltage Regulators Only)
Siemens Field Service	\$59,680.00
Premier Power Maintenance	\$36,841.00
Utility Instrument Services	\$70,259.00

GRP Engineering, Inc. sees no reason that the City of Charlevoix should not award the contract to Premier Power Maintenance. Please note that the quotes are valid for 30 days from the date of proposal. Please advise us upon acceptance of the Premier Power Maintenance quote.

Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,

**GRP Engineering, Inc.**



Nicholas Abraitis  
Electrical Engineer/Project Manager



# Project Proposal

GRP Engineering  
Nick Abraitis  
City of Charlevoix Regulator Repairs  
150652  
May 13, 2015

# **Premier** POWER MAINTENANCE

**Proposal: GRP Engineering**

**QP: 150652**

**Date: May 13, 2015**

Nick Abraitis  
Project Engineer  
459 Bay Street  
Petoskey, MI  
231-439-9683  
nabraitis@grp-engineering.com

**SUBJECT: Regulator Repairs for the City of Charlevoix, MI**

Dear Nick,

Premier Power Maintenance is pleased to offer the following proposal for your consideration. Premier Power will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal.

Premier Power thanks you for giving us the opportunity to submit a proposal that will meet your special needs. If I can be of any further assistance, please don't hesitate to contact me anytime at 317-358-7782. I hope to hear from you soon and look forward to assisting you in the future.

This proposal does not include any state or local taxes that may apply. Please provide attached signed customer acknowledgement form or written purchase order for the services attached to:

***Premier Power Maintenance***  
***6525 Guion Road***  
***Indianapolis, IN 46268***  
***Phone: (317) 879-0660***  
***Fax: (317) 875-0312***

## **Premier Power Maintenance will perform the following:**

### **Job Scope:**

As described in your email dated 5/6/15 Premier Power Maintenance will provide all the material, equipment, labor, and supervision to perform the following work:

- A. Voltage Regulators X Phase and Y Phase
  - 1. Controllers are not working properly, check operation, make any corrections that can be completed, troubleshoot to determine components that need replaced, make list of same and provide estimate of repair costs if unable to correct on this visit.
  - 2. Tap Changer indicator is not working. Check linkage to indicator from mechanism and reinstall chain if it came off, make repairs as necessary, get parts list together for additional repairs as needed.
  - 3. Timing circuit is not working properly, long delay. Adjust delay time.
- B. Voltage Regulator Z Phase has oil leaking from cooling fins. Pull vacuum on regulator, clean cracks of dirt, debris, and paint. Apply epoxy and let cure.
- C. Replace oil in six (6) regulators.
- D. Power Transformer needs
  - 1. one (1) high side and one (1) low side bushing replaced.
  - 2. Replace Sudden Pressure Relief Valve.
  - 3. We will purge the air out of the transformer to 3% using pure nitrogen.

### **Work Schedule:**

Work to be done during normal work hours, non-holiday, non-weekend. The project should take 3 days to complete.

### **Customer Requirements:**

- Supplying all protective device settings, any necessary electrical drawings, and manufacturer's equipment manuals. If drawings and settings are not available, Premier can update one-line drawings and perform a coordination study for an additional fee.
- Coordinating any necessary outages as required.
- Performing all switching required to de-energize or re-energize the equipment for testing, maintenance, repair and/or replacement. Switching is not included in the proposed scope of work. However, Premier can assist in any switching at your request for an additional fee.
- Arranging any utility outages that may be required.
- Locking out and Tagging out as required.
- Providing clear access to work site and equipment.
- The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job will need to be evaluated and will be added on a time and material basis
- Any parts found defective during work scope execution will be quoted separately.

- On-site lost time delay man-hours at no fault to Premier technicians will be an extra.
- Premier is not responsible for any delays or cancellations due to weather. It is the client's responsibility to communicate re-scheduling any work due to adverse weather. The client will be charged any time incurred due to weather delays or cancellations.

**Additional Comments:**

First and foremost, the high gas levels in the regulators are of great concern. The Hydrogen level in regulator Y is above the LEL or Lower Explosive Limit. Our recommendation is that this unit be removed from service as soon as possible, immediately if practical.

Price includes replacement oil of approximately 1,320 gallons. Optional deduct price included to use filter press to clean oil of impurities and moisture instead of replacing oil.

Inspection of regulators will provide condition of contacts. Those units that are producing high levels of gases may require additional maintenance. Pricing for repair / replacement of damaged / worn parts will be provided.

As to our recommendation concerning the oil, the heavier gases will not release from the oil during filtering and would have to undergo a vacuum process which would be cost prohibitive compared to replacing the oil, therefore replacement is recommended.

**Project Investment**

**Project Price.....\$36,841.00**  
**Deduct Price to filter press oil instead of replacing.....\$10,802.00**

\* Please read terms and conditions attached. Any additional costs associated with replacement components are not included.

\* Price does not include any applicable taxes and or shipping.

\* Price is based upon payment in the agreed to time frame of thirty (30) days NET upon invoicing. If payment is not received within the 30 day time frame a 2% penalty fee per month to the total cost will be applied beginning on the 31<sup>st</sup> day and will be cumulative. See price & terms in Terms & Conditions for potential additional charges due to delinquent payment.

Work will be completed through GRP Engineering Representatives. All work will be completed in a workman like manner and all local, NEC and NESC codes will be followed. After reviewing the data submitted, if you have any questions, or need further assistance, please do not hesitate to call.

Sincerely,



Stephen A Harlan  
Regional Sales Manager  
Steve.harlan@premierpower.us

[www.premierpowermaintenance.com](http://www.premierpowermaintenance.com)

### **Customer Acknowledgement**

Premier Power Maintenance has been requested to perform the services described on this proposal. This work authorization is an acceptance of this work scope per the terms & conditions provided with this document, and forms the basis of contract with Premier Power.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Terms and Conditions

Any order, contract, purchase order, or direction to proceed with any work arising out of all or part of this quotation is subject to all terms and conditions set forth herein without exception. These terms and conditions may not be modified or nullified by any additional terms or conditions set forth by any written or oral statement by the buyer unless each modification or nullification is clearly set forth and assented to in writing by a corporate officer of Premier.

### **PRICE AND TERMS**

All quotations are valid for 30 days from the date of quotation unless otherwise noted on the quotation. Prices do not include shipping, sales tax, use tax, value added tax, or similar taxes, which, if applicable will be added to billings. Delay in payment costs will be chargeable at 2% per month. Any costs to collect delinquent payments or to enforce terms and conditions of this agreement will be chargeable to the buyer. Acceptance of an order to proceed is subject to credit approval by Premier and Premier reserves the right to require adequate payment guarantee before proceeding or during the progress of the project.

### **LIMITED WARRANTY AND LIMIT OF LIABILITY**

Premier warrants the work and material to be free of defects in workmanship for a period of one (1) year from date of completion of any part of the work. All calibration, all testing, all inspection will be performed by trained technicians using equipment, criteria, parameters usual and ordinary in the industry. Any materials furnished will carry only the manufacturer's warranty without any further warranty by Premier. Premier will assist the buyer in processing Warranty Claims for any material furnished if required. Premier's liability under any warranty claim shall not exceed the cost of the Services provided herein and will not include special, consequential, penal, incidental, loss of use, loss of production costs of damages. Liability to Premier is restricted to the specific part of device worked on not on attached or adjacent equipment: and includes proper repair of replacement only.

### **INSURANCE**

Premier will provide Workman's Compensation, Public Liability and Property Damage insurance for its work. The Buyer shall maintain adequate Fire and Extended Coverage for the building and all equipment therein. Buyer shall maintain Board Forum Builders Risk insurance on the work or shall self-insure for same. Premier shall self-insure for same. Premier shall be held harmless by the Buyer from any claims arising out of damage to adjacent material, equipment, buildings, processes other than the part or device actually being worked on. The only item in Premier's custody or control shall be construed to be the part or device actually worked on.

### **SAFETY**

This quotation does not include any work efforts to rectify unsafe working conditions. The Buyer shall rectify any unsafe conditions reported to him. Any work efforts by Premier to overcome unsafe conditions shall be paid for as extra work.

### **TIME**

Work will proceed as promptly as possible after receipt of your order and will proceed in an orderly fashion. Should out of sequence work be requested by the Buyer and it increases costs to Premier, the Buyer shall make an equitable adjustment in Contract price. Should the Buyer delay the work or any part unreasonable for any unreasonable time an equitable adjustment in the price shall be made. Premier is not liable for delays beyond its reasonable control. Overtime or work performed outside of normal working hours shall be billed separately unless it is clearly set out as part of the quotation.

### **CONCEALED CONDITIONS**

Should concealed conditions or unknown conditions be a variance with the conditions indicated by the Contract Documents, or in this quotation, or should unknown physical conditions, or should concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

Revised: 8/19/14

Indianapolis, IN • Crawfordsville, IN • Ashland, KY • Memphis, TN • Decatur, AL • Trinity, AL • Blytheville, AR

"Integrity, Skill, Teamwork"

**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** Purchase Fork Lift

**DATE:** June 1, 2015

**PRESENTED BY:** Don Swem

**ATTACHMENTS:**

**BACKGROUND INFORMATION:**

The Electric Department is in need of a new Fork Lift. The one we have been using is ancient and it is getting harder to keep it running. It is used almost daily for deliveries, and is used by pretty much all of the City departments at some time or another.

We have been searching the internet and local dealers for a replacement. We have been looking for a gas or diesel powered unit about the same size as what we currently use, as it is used all over the City. New ones cost in the range of \$75,000 to \$100,000. We found several used ones that meet our needs and got quotes for these. The three lowest quotes we received are:

2007 Case 586G – 3,227 Hours – Morrison Industrial Equip.	\$ 45,900.00
2008 JCB 930-4 – 5,220 Hours – Ohio Lift Truck Inc.	\$ 47,900.00
2007 Manitou M50.4 – 3,390 Hours – Ohio Lift Truck Inc.	\$ 52,900.00

The prices listed include minor repairs that are needed as well as delivery. The motor pool budget included \$69,500 for this purchase, so we are well within the budget.

**RECOMMENDATION:**

If Council agrees, it is recommended that a motion be made to allow purchase of the 2007 Case 586G from Morrison Industrial Equipment for \$45,900.00.

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Discussion regarding future infrastructure upgrades

**DATE:** June 1, 2015

**PRESENTED BY:** Patrick Elliott

**ATTACHMENTS:** Comprehensive Infrastructure Map

**BACKGROUND INFORMATION:** At the direction of City Council, staff has been gathering information for a discussion regarding future infrastructure improvement projects and options for financing. Staff is having a conference call with several financial consultants on different funding mechanisms on Friday, May 29. More information on funding will be available at the meeting.

First and foremost it is very important that Council and the public recognize that any cost estimates associated with these future projects are just that, COST ESTIMATES. Typically for a long term plan like what we are discussing, we will have an engineering firm compile estimates for the particular projects based on actual pipe size, depth of pipe, future requirements, any project specific issues that may increase the overall cost for example undercutting requirements etc. All of the estimates that are in this packet are based on an average cost of construction from past projects. Furthermore, with the economy improving and contractors having considerably more work to bid on the actual cost of construction has increased over the last year or so. These changes make it difficult for City staff to accurately estimate future projects. One last item to make clear to Council and the public is that the cost to bury all electric lines is NOT included with these construction estimates.

The amount of money that is available will ultimately drive which projects are completed and what part of those projects are completed, i.e.; only upgrading the water mains or a complete road and utility upgrade.

As everyone is very well aware we have had major issues with our water distribution system over the past two winters. In particular we have had all of our main line issues with very old, 4" cast iron pipe. We can anticipate continuing to have these problems until that material is

removed and upgraded in size and material. This 4" pipe is also less than optimal for fire protection

Taking all of this into consideration we have many options to choose from in regards to how we structure our future upgrades to our infrastructure.

One option would be to only replace the 4" water mains on the streets that we have had issues with over the past two years. A list of those streets can be given to Council if needed. If we were to complete those 12 projects that would upgrade approximately 7500 lineal feet of 4" water main. The ESTIMATED cost to upgrade only the water main is \$1,450,000.00. This estimate only includes replacement of the asphalt that is disturbed during construction, not the entire road. This estimate does not include new curb/gutter either.

Another option would be to take those same 12 projects and upgrade all of the infrastructure, water, sanitary, storm, curb/gutter and drive surface, the ESTIMATED cost would be \$6,000,000.00

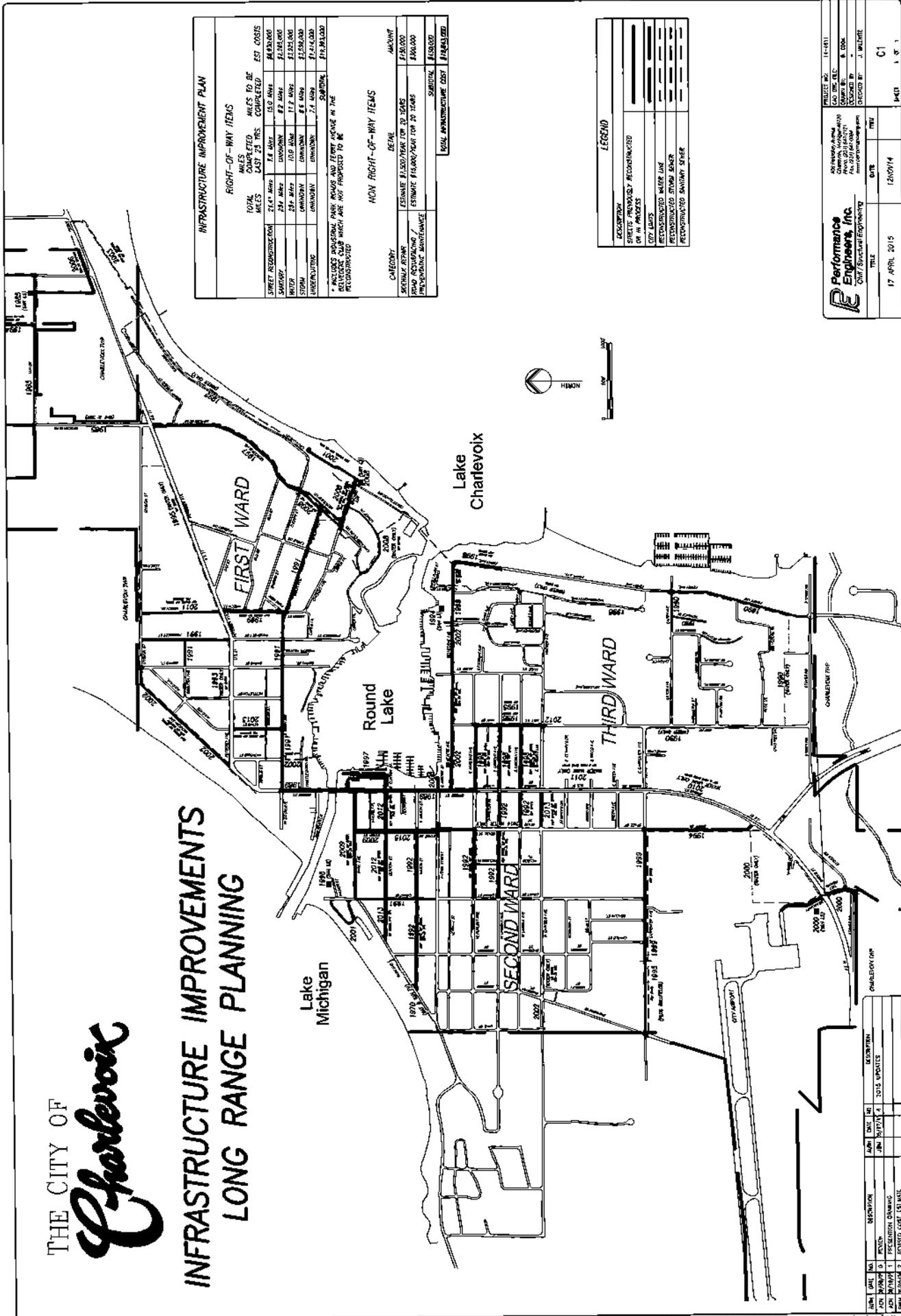
Either one of the above options would upgrade the worst sections of our system and the sections that we have had issues with. It is important to note that there are still areas of town that have 4" cast iron water mains and other very old infrastructure that also need to be addressed.

Finally, you will see in your packet a comprehensive infrastructure replacement plan that has been provided by Performance Engineering. The original plan was put together approximately 9 years ago. Staff and Performance have been working on updating the plan this spring. It is important to know that this plan is still in DRAFT form. We have not been able to finalize the plan yet due to all of the other commitments that both Performance and City staff have had this spring. The main objective with providing Council the draft plan is to show the overall cost and magnitude of upgrading our entire infrastructure and to generate discussion on what approach best fits the City of Charlevoix

**RECOMMENDATION:** Discussion with Council as to the approach and scope of upgrading our aging infrastructure.

# THE CITY OF *Charlevoix*

## INFRASTRUCTURE IMPROVEMENTS LONG RANGE PLANNING



INFRASTRUCTURE IMPROVEMENT PLAN				
RIGHT-OF-WAY ITEMS				
TOTAL MILES	COMPLETED LAST 25 YRS	MILES TO BE COMPLETED	EST COSTS	
STREET RECONSTRUCTION	21.4 Miles	7.8 Miles	15.0 Miles	\$1,830,000
STREET LIGHTS	23.8 Miles	UNASSIGNED	8.8 Miles	\$1,045,000
WATER	23.8 Miles	7.0 Miles	17.7 Miles	\$1,251,000
SEWER	UNASSIGNED	UNASSIGNED	6.6 Miles	\$1,259,000
UNDERPASS	UNASSIGNED	UNASSIGNED	7.1 Miles	\$1,114,000
UNASSIGNED	UNASSIGNED	UNASSIGNED	UNASSIGNED	\$15,000,000

\* INCLUDES UNASSIGNED PARK ROADS AND TRAILS LOCATED IN THE RIGHT-OF-WAY NOT PROVIDED TO BE RECONSTRUCTED

NON RIGHT-OF-WAY ITEMS			
CATEGORY	DETAIL	AMOUNT	STATUS
SEWERAGE SYSTEMS	REPAIR	\$1,500,000	ESTIMATED
ROAD REPAIRS	ESTIMATE \$1,500/YEAR FOR 20 YEARS	\$30,000,000	ESTIMATED
ROAD REPAIRS	ESTIMATE \$1,500/YEAR FOR 20 YEARS	\$30,000,000	ESTIMATED
PREVENTATIVE MAINTENANCE			SCHEDULED
			ASSIGNED
			ASSIGNED

LEGEND	
ASSIGNMENT	
STREETS PREVIOUSLY RECONSTRUCTED OR IN PROCESS	
CITY LIMITS	
RECONSTRUCTED WATER LINE	
RECONSTRUCTED SEWER LINE	
RECONSTRUCTED SANITARY SEWER	

**Performance Engineers, Inc.**  
Civil / Structural Engineering

17 APRIL 2015 12:00:14 1403 1.0' 1

PROJECT NO: 14-011  
SCALE: 1" = 100'  
DRAWN BY: J. WILSON  
CHECKED BY: J. WILSON  
DATE: 12/01/14

NO.	DATE	BY	DESCRIPTION
1	JUN 2014	J. WILSON	2015 UPDATES
2			
3			

## CHARLEVOIX CITY COUNCIL

### AGENDA ITEM

<b>AGENDA ITEM TITLE:</b>	Main Street Program Update
<b>MEETING DATE:</b>	June 1, 2015
<b>PRESENTED BY:</b>	Annie Doyle, DDA/Main Street Director
<b>ATTACHMENTS:</b>	Michigan Main Street Program's Quarterly Training

### BACKGROUND

Although many City Council members are active participants in the newly developing Charlevoix Main Street Program, this information is being provided to the Council as a formal update on the progress of the program to date.

Specifically, the following is a brief summary of the Charlevoix Main Street Baseline Assessment and Visioning Process that took place from May 13-15, 2015 as well as the team development and training meetings that have already taken place and are scheduled thus far.

#### **Baseline Assessment and Visioning Process**

Nineteen meetings involving approximately 145 people were held on May 13-15<sup>th</sup> as part of the process. Those participating represented approximately 31 local businesses and 24 local and regional organizations with interests ranging from financial assistance/intuitions, commerce, retail/restaurant, property ownership, civic service, community health, arts/culture and education.

In addition, a celebration was held on May 13<sup>th</sup> in East Park which included a congratulatory speech from Kevin Elsenheimer, the Michigan State Housing and Development Authority Director, and Norma de Miess, from the National Main Street Program and facilitator of the assessment process. During this celebration there were comment cards submitted by local citizens in response to prompting questions about assets and opportunities in downtown.

Although the National Main Street Program is in the process of analyzing and summarizing the data collected during the summary and will be submitting an official document along with recommendations, I have taken the liberty of summarizing the basic goals that were created by the board and some of the subsequent action items created by the teams.

#### **DDA/Main Street Board initial program goals:**

- Utilizing available resources to facilitate the collaboration and cooperation of local businesses and to assist these businesses by providing training and/or resources that are needed on an individual basis.
- Establish a foundation for collaboration, partnerships and communication.

- Through the identification, definition and pursuit of collaborative partnerships, a foundation will be built in order to develop a plan of action for increased year-round economic activity with a focus on the shoulder seasons.

**The Design Team chose the following projects to support the initial program goals:**

- In conjunction with the Promotions Committee, develop a wintertime Round Lake light festival in conjunction with installing a winter skating rink at East Park.
- Enact ordinances and provide incentives to create upper level residential units above store fronts for year-round residents, and allow parking for them in city lots.
- Upgrade the building infrastructure and façades with a matching fund: studying the buildings and developing presentations to educate potential donors.
- Study The Lodge for its rehabilitation to convention center housing for the shoulder and winter seasons, to be used for tourists in the summer.

**The Economic Development Team chose the following projects to support the initial program goals:**

- Identification/inventory of existing downtown real estate and existing businesses; as well as revenue estimates from individual commercial sectors, rental prices and other information deemed necessary to retain and recruit businesses downtown.
- Facilitate a regular business-owner meeting.
- Create trusting and meaningful relationships with downtown business, property-owners and other stakeholders and provide resources and networking as needed.

**The Promotions Team discussed/brain-stormed the following projects:**

- Brainstorming ideas: Tractor show; antique wine weekend; winter athletic activity event; ice skating rink installation; first Fridays all businesses offer wine and cheese to customers; dressing up the downtown storefronts year round (winter wonderland) and for holiday events; support groundhog event; create an app or a virtual website for downtown; guy's weekend before Valentine's Day; promote more small businesses through newspaper reviews and promo events; Comedy festival at Castle Farms; create a downtown website (critical); facilitate corporate training events.
- At the Promotions Team Training meeting (which occurred after the baseline/visioning process), the group decided that as a first step they needed to assess all the events and promotional activities that are currently happening throughout the year and analyze the effectiveness of these events and activities.

**The Organization Team discussed the following projects and identified one immediate goal:**

- Increased communication and promotion of the Main Street Program and the successes of the program to date; volunteer recruitment; fundraising strategies; website development; creation of a volunteer database; funding allocation for each team and grant writing opportunities.
- An immediate goal that has been identified is the sending out of invoices and thank-you letters for the select level financial pledges.

### **Main Street Team Meetings**

In addition to the meetings the Teams had during the baseline/visioning process, the following is a list of Team meetings that have already occurred and those that are currently scheduled for the month of June. The Teams will be creating action plans based on the baseline and visioning feedback in the June meetings. Beginning in July, we will have regularly scheduled Team meetings each month (in addition to the monthly regularly scheduled board meeting). Also, each Team should have an elected Chair and a Recording Secretary by July. The Michigan Main Street Specialists have helped to facilitate each of the training sessions and will attend the action planning meetings as needed.

#### **DDA/Main Street Board –**

**Training Session – April 27, 2015 5:30-7:30 p.m. City Hall**

#### **Design Team –**

**Training Session – May 6, 2015 6-8 p.m. City Hall**

**Creation of Action Plan/Continued Training – June 3, 2015, 6 p.m. City Hall**

#### **Economic Team-**

**Training Session – May 5, 2015 6-8 p.m. City Hall**

**Creation of Action Plan/ Continued Training – June 2, 2015, 6 p.m. City Hall**

#### **Organization Team –**

**Training Session – May 20, 2015 5:30 – 7:30 p.m. City Hall**

**Creation of Action Plan /Continued Training – June 10, 2015, 8 a.m. City Hall**

#### **Promotions Team**

**Training Session – May 27, 2015 8 – 10 a.m. City Hall**

**Creation of Action Plan/Continued Training – June 24, 2015, 8-10 a.m. City Hall**

### **Michigan Main Street Program's Quarterly Training – Owosso, June 8-9, 2015**

This is one opportunity to fulfill part of the contractual training requirement with the Michigan Main Street Center (MMSC). The MMSC recommends all Main Street Directors, officers, board members and potential board members, partnering service organizations and other interested volunteers attend this training. Please see the attached documents for details and let me know if you would like to attend.

### **RECOMMENDATION**

There is no recommendation regarding the information provided.



# Michigan Main Street Program's Quarterly Training

Owosso – June 8-9, 2015

*Highly recommended for all Main Street managers, officers, board members and potential board members, partnering service organizations that work with boards, and other interested volunteers.*

## Monday, June 8, 2015 (Main Street Managers only)

- Location: Comstock Inn & Conference Center – 300 E. Main St. Owosso, MI 48867  
Coffee and snacks provided
- 1:00 pm Welcome and Introductions
- 1:15 pm MMS Updates  
- Promotions Specialist
- 3:00pm Round Table Discussion  
- Manager Retention  
- Board Training Show & Tell
- 5:00 pm Downtown Tour/Presentation
- 5:30 pm Free time (to check in at hotel, check email, go shopping, etc)
- 6:30 pm Dinner at Diamonds Steak & Seafood with a special visit from Melissa Gilbert – 209 E. Grand River Ave. Howell, MI 48843

## Tuesday, June 9, 2015 (Open to all volunteers, board members, staff)

- Location: Comstock Inn & Conference Center – 300 E. Main St. Owosso, MI 48867  
Continental breakfast and snacks provided

### **Description of Training:**

Many Main Street communities struggle with finding, keeping, and best utilizing volunteers and their skillsets. Other communities struggle with roles and responsibilities of volunteer activities. Successful volunteer management is part of a larger cycle of activities for staff and volunteer leadership, that trains and empowers volunteers to be successful and fulfilled by their volunteer experience.

The goal of the days training is for all attendees to walk away knowing how to use

volunteer management tools as part of a system that is the foundation of your economic development and historic preservation efforts.

**Agenda:**

**8:30 AM – Welcome and Introductions**

**8:45 AM – Part 1: Board Basics**

Organizational lifecycles - where you are influences decision-making  
Board culture (mission, vision, values)  
Building and maintaining the board-manager relationship  
Board Dynamics

**10:45 AM – Break**

**11:00 AM – Part 2: Recruiting & Onboarding**

Intentional recruiting (finding who you need, not who you know)  
On-boarding for success and sustainability

**Noon – Lunch in working groups in the district**

**1:30 PM – Part 2: Recruiting & Onboarding Continued**

Leadership development and succession

**2:30 PM – Break**

**2:45 PM – Part 3: Sustainability & Resiliency**

Building future-oriented systems

**5:00 PM – Adjourn**

**Information to Bring with You:**

- Thumb drive with example documents you are willing to share with others. Documents could include board position descriptions, board training materials, internal communication tools, bylaws, etc. All documents will be uploaded to the MMS's "Resource Center" located on their website.

**Parking Information:**

- Monday parking can be found on site at the Howell City Hall building.
- Tuesday parking is available in the City lot to the rear of the bank building. Please leave bank parking open for customers. Attendees can enter through the rear and use the rear elevator.

### Overnight Accommodations:

- Holiday Inn Express Hotel & Suites in Howell will be offering a discounted rate for anyone participating in Quarterly Training. Reservations must be made by November 24, 2013 to receive the discounted rate. For reservation and information contact Holiday Inn Express at 517-548-0100 with corporate code "MMS."
- Additional hotel options can be found at the Livingston County Convention & Visitors Bureau website: <http://www.lcvtb.org/lodging.html>
- Most hotels accept the government rate, just ask!

### Please RSVP by Monday, June 1, 2015 :

- Josh Adams, Owosso DDA/Main Street, (989) 494-3344, [downtownowosso@gmail.com](mailto:downtownowosso@gmail.com)
- Brittney Hoszkiw, MMS Organization Specialist, 517-335-0821, [hoszkiwb@michigan.gov](mailto:hoszkiwb@michigan.gov)

### Speaker:

- **Patrice Martin** founded Barman Development Strategies, LLC in August 2013. Todd served over seven years on the staff of the National Main Street Center. During that time he worked regularly with executives/staff, board members, and volunteers of nonprofit community development organizations to build organizational capacity. He served as team leader and team member for resource team visits, program evaluations/assessments and reconnaissance/start-up visits. He is an accomplished facilitator of visioning, strategic planning, action planning, non-profit business planning and retreats. Prior to joining the Center, Todd worked for six years as the assistant state coordinator of the Wisconsin Main Street Program. During his tenure in Wisconsin, Todd was instrumental in developing the state's first networking workshop for local board members. Prior to working with the Wisconsin Main Street Program, Todd was a Main Street manager in Darlington, Wisconsin for three years. Todd holds both bachelors and masters degrees in landscape architecture from the University of Wisconsin. He is a graduate of the Wisconsin Rural Leadership Program.  
Email: [patrice@nonprofnetwork.org](mailto:patrice@nonprofnetwork.org) Phone: 517-796-4750

## CHARLEVOIX CITY COUNCIL

### AGENDA ITEM

<b>AGENDA ITEM TITLE:</b>	DDA/Main Street Board Discussion on Membership
<b>MEETING DATE:</b>	June 1, 2015
<b>PRESENTED BY:</b>	Annie Doyle, DDA/Main Street Director
<b>ATTACHMENTS:</b>	None

### BACKGROUND

As requested by Council, the DDA/Main Street Board of Directors was presented with information on board membership during their regularly scheduled monthly meeting and asked to provide insight and/or recommendations.

In regards to the potential board expansion, the DDA/Main Street Board had the following insights/recommendations:

- If an increase were to occur, a staggering of new seats should be implemented to lessen the collective impact. (For example, one or two seats added now and at a future date another seat be added.)
- In terms of effectiveness, the Board felt the increase was not essential to the successful development of the Main Street Program or to current operations; however, an increase could be a potential benefit if knowledgeable and active members were added.
- From an administrative perspective, the potential difficulty of managing a larger board was discussed as well as necessary quorums and the realization that the current seating in the City Council Chambers would not be adequate for a larger board.

Although no formal vote was taken, the DDA/Main Street Board recommends that in terms of selecting new board members the follows criteria should be considered:

- Candidates should be participants in the Charlevoix Main Street Program.
- Candidates should be presented with a board member job description and list of roles and responsibilities.
- Candidates should be notified of the monthly time commitment (i.e. the required monthly meetings and participation expectations).
- Candidates should be representative of a stakeholder group/demographic, etc. that is underrepresented on the board.

**RECOMMENDATION**

Council Discussion on DDA/Main Street Membership.

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve the Employment Agreement for City Manager - Mark Heydlauff  
**DATE:** June 1, 2015  
**PRESENTED BY:** Patty DeRosia, Human Resource Assistant  
**ATTACHMENTS:** Employment Agreement for City Manager - Mark Heydlauff

**BACKGROUND INFORMATION:** At a Special Session on May 12, 2015, the Charlevoix City Council offered the City Manager position to Mark Heydlauff. Mayor Campbell and City Staff are recommending the approval of the attached Employment Agreement for City Manager.

**RECOMMENDATION:** Motion to Approve the three-year City Manager Employment Agreement for Mark Heydlauff with an annual salary of \$84,000.

**CITY OF CHARLEVOIX  
EMPLOYMENT AGREEMENT  
FOR  
CITY MANAGER**

THIS AGREEMENT is made and entered into this 1st day of June 2015, by and between the City of Charlevoix, State of Michigan, a Municipal Corporation, hereinafter referred to as the "City," and Mark Heydlauff, hereinafter referred to as the "Employee."

**WITNESSETH:**

WHEREAS, City desires the employment services of said Mark Heydlauff as Manager of the City of Charlevoix, as provided in the Charter of the City of Charlevoix, Article III, Section 3.3; and

WHEREAS, it is the desire of the City to provide certain benefits, conditions of employment, and working conditions of Employee; and

WHEREAS, Employee desires employment as the City Manager of the City;

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

**Section I - DUTIES**

City hereby agrees to employ said Mark Heydlauff as City Manager of the City of Charlevoix, to perform the functions and duties as specified in Article III, Section 3.7 of the Charter of the City of Charlevoix and to perform such other permissible and proper duties as the City Council may from time to time determine.

**Section II - TERM**

- A. The term of this Agreement shall be 3 years. The City shall provide Employee with at least three month's advance notice of its intention not to renew this Agreement. If three months advanced notice is provided, then the City shall have no obligation to pay severance pay and benefits pursuant to Section III, below. If advanced notice is not provided, then termination of the contract shall be pursuant to Section III, below.

- B. The City Manager is an "at will" employee of the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Employee at any time, subject to Article III, Section 3.4 of the Charter of the City of Charlevoix and as further provided and set forth in Section III, Paragraph A of this Agreement.

### **Section III - TERMINATION BENEFITS**

- A. If this agreement is terminated by the City of Charlevoix terminating the services of the Employee as City Manager for any reason other than for cause and the Employee is willing and able to perform the duties of the City Manager, and Employee signs a written waiver of claims against the City, any related City entity and City personnel, then the City agrees to pay Employee Severance Pay and benefits as follows:

Salary equal in amount to that which the Employee was receiving at the time of termination for a period of 3 months following the date of his termination. At the Employee's discretion, the salary may be provided in a lump sum; otherwise the salary shall be continued in accordance with the usual payroll of the City for three (3) months following termination. Benefits shall also be continued for three (3) months following the date of termination which shall include at the City's expense: Hospitalization, medical and dental insurance for Employee and his lawful dependents; life insurance in effect at the time of his termination; retirement contributions in the amount provided to the Employee during the previous three (3) months of his employment; deferred compensation in the amount equal to that provided to the Employee during the previous three (3) months of his employment. If the City is prevented by law or contract to continue benefits for the three months following termination, then the Employee shall be paid an amount that is the equivalent of the monthly cost paid by the City to maintain these benefits during the month immediately preceding the termination of employment for City Manager.

If the Employee terminates this Agreement or if the City terminates the services of the Employee for cause, then the City shall have no obligation to pay the severance pay and benefits provided herein. Cause shall be defined to mean: (1) employee's conviction by a lawful court of this State for a felony. For the purpose of this Agreement, a felony is defined as any crime with a maximum punishment of over one (1) year imprisonment, or (2) willful or intentional misconduct by the Employee in the course of his employment. Willful or intentional misconduct shall be defined as the deliberate commission of any misfeasance or malfeasance in the course of his employment as City Manager.

If requested by the Employee, the City agrees to provide to the Employee the reasons for terminating this Agreement in writing; provided, however, the providing of these reasons shall not restrict the right of the City to terminate the Employee as authorized by the City Charter. This Agreement shall terminate upon Employee's death.

#### **Section IV - SALARY**

Effective July 27, 2015, the City agrees to pay Employee for the services rendered pursuant to this Agreement as annual salary of Eighty-Four Thousand (\$84,000.00) Dollars, payable in installments at the same time and in the same manner as other employees of the City. Beginning April 1, 2016, and on April 1<sup>st</sup> of each year thereafter for the term of this Agreement, the City agrees to pay Employee no less than the average percentage increase received by non-union department heads of the City. The City Manager position is a salaried position. The salary and benefits provided through this Agreement shall be Employee's full compensation, and Employee is not entitled to overtime pay or any other additional compensation for services performed under this Agreement.

#### **Section V - AUTOMOBILE EXPENSE**

The Employee's duties require that he shall own and maintain an acceptable automobile for use at all times during his employment with the City. Employee agrees to pay for liability, property damage, and comprehensive automobile insurance and to carry personal liability insurance coverage with minimum limits of not less than One Hundred Thousand (\$100,000) Dollars and maximum limits of not less than Three Hundred Thousand (\$300,000) Dollars. Employee agrees to pay and carry property damage automobile insurance in an amount of not less than One Hundred Thousand (\$100,000) Dollars. All such insurance coverage mentioned herein shall accrue to the benefit of the City of Charlevoix and shall be for the purpose of saving harmless the City from any damages or claims to any persons or property due to Employee's operation of Employee's own automobile while being used within the course of Employee's employment with the City. City shall provide a monthly allowance to Employee for in-county travel of \$450 per month. The City agrees to pay Employee a mileage allowance equal to the mileage allowed from the United States Internal Revenue Service as a deduction for mileage during such times as Employee is required to travel outside the County of Charlevoix during the course of his employment. Employee shall be responsible for paying for the costs of the automobile, its operations, maintenance, repairs and any replacement, as well as the necessary insurance coverage discussed herein.

### **Section VI - DUES AND SUBSCRIPTIONS**

The City acknowledges and agrees to the payment and budgeting of professional dues and subscriptions of Employee to various associations and organizations which are desirable for his continued professional participation and also for the good of the City. Employee shall report to the City on all professional dues and subscriptions that he has taken out at the City's expense.

### **Section VII - PROFESSIONAL DEVELOPMENT**

The City agrees to pay all customary travel, subsistence, registration, tuition and similar expenses incurred by Employee in connection with the annual conferences of State and International City Management Association and other seminars and institutes which are reasonably related to the duties to be performed and the powers to be discharged by Employee under this Agreement.

### **Section VIII - RETIREMENT**

The City agrees to contribute, on behalf of Employee, a sum equal to 21.24% percent of Employee's salary into such qualified or non-qualified retirement plans or funds as Employee shall from time to time direct.

### **Section IX - VACATION AND PERSONAL DAYS**

- A. The City agrees, that upon date of hire, Employee shall be credited with ten (10) vacation days. On January 1, 2016, Employee shall receive prorated vacation days earned from date of hire until December 31, 2015 and will continue to receive vacation day accruals thereafter as outlined in the Employee Handbook,
- B. The City agrees, that upon date of hire, Employee shall be credited with two (2) personal days. On January 1, 2016 and each year thereafter, Employee shall receive three (3) personal days as outlined in the Employee Handbook,
- C. In addition to any other lump sum payments due Employee hereunder, City agrees to pay Employee at time of termination, a lump sum cash payment equal to the number of unused vacation and personal days to his credit at the Employee's current rate of pay.

### **Section X - SICKNESS, HEALTH AND LIFE INSURANCE**

The City agrees to provide Employee, at the City's expense, with sickness and accident benefits, sick leave days (at a value equivalent to Employee's current base salary), hospitalization, medical and dental insurance, life insurance, and other similar benefits equal to the benefits provided non-union department head employees of the City.

### **Section XI - MOVING EXPENSE**

The City agrees to provide the Employee a one-time moving expense of \$2,500 at the execution of this agreement. If Employee does not begin employment with the City for any reason Employee shall repay the moving expense to the City.

### **Section XII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The City may fix, with the consent of Employee, which consent shall not be unreasonably withheld, any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the City Charter.
- B. All provisions of the City Charter, ordinances and resolutions of the City relating to holidays, life insurance, hospitalization and other fringe benefits, shall apply to Employee as they would to other non-union department head employees of the City, except as provided herein. All future benefits which are extended to other non-Union department head employees of the City and which Employee desires shall be extended to Employee, except as provided herein.
- C. The Employee shall undergo periodic job performance evaluations under such procedure as shall be set by the City Council.

### **Section XIII - RESIGNATION**

Employee reserves the right to terminate this Agreement at any time, without penalty, but only after providing no less than sixty (60) days written notice to the City of his intent to resign as the City Manager and to terminate this Agreement.

**Section XIV - CIVIC CLUB MEMBERSHIP**

The City agrees to pay all dues and expenses incurred by Employee relating to membership and participation in local civic and service clubs and similar organizations. Employee agrees to pay all expenses relating to meals in connection with any local civic or service clubs or similar organizations. Employee shall report to the City on each membership that he has taken out at the City's expense.

**Section XV - GENERAL PROVISION**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the Employee and the City, their respective heirs, successors, estates, and assigns.
- C. This Agreement shall become effective commencing on June 1, 2015.
- D. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Charlevoix has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first written.

**CITY OF CHARLEVOIX**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Gabe Campbell, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Joyce Golding, City Clerk

**EMPLOYEE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Mark Heydlauff

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Renewal of AWOS Contract for the Airport

**DATE:** June 1, 2015

**PRESENTED BY:** Interim City Manager Mike Spencer

**ATTACHMENTS:** MDOT Letter and proposed contract  
Resolution

**BACKGROUND INFORMATION:** The airport has a contract with the Michigan Department of Transportation (MDOT) for the Automated Weather Observation System (AWOS). The City Attorney is reviewing the proposed contract. The State of Michigan is also requesting a resolution be passed that specially names the officials authorized to sign the contract.

**RECOMMENDATION:** Council to make a motion to adopt the attached resolution authorizing the Mayor and City Clerk to sign MDOT's AWOS renewal contract.



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

May 14, 2015

Matthew Wyman, Manager  
Charlevoix Municipal Airport  
210 State St  
Charlevoix, Michigan 49720

Dear Mr. Wyman:

SUBJECT: Charlevoix Municipal Airport  
Charlevoix, Michigan  
Weather Observation and Data Dissemination  
MDOT Contract No. 2015-0265

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

- \_\_\_\_\_ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- \_\_\_\_\_ Secure the necessary signatures on **both** contracts.
- \_\_\_\_\_ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- \_\_\_\_\_ If applicable, please provide any credit documentation to the project manager as soon as possible.
- \_\_\_\_\_ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the signed sponsor contracts as soon as you have secured local approval.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at (517)335-9960.

Sincerely,

Anu Taneja, Contract Administrator  
Office of Aeronautics

Enclosures

cc: Steve Schultz  
File

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF CHARLEVOIX**

**CONTRACT**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and the City of Charlevoix (AGENCY) for the purpose of setting forth the obligations and intent of MDOT and the AGENCY as they pertain to the continued operation and maintenance of a Weather Observation and Data Dissemination System (SYSTEM) at the Charlevoix Municipal Airport in Charlevoix, Michigan to enhance aviation safety and efficiency.

Recital:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Weather Briefing System, (b) the Automated Weather Observation System (AWOS), and (c) a system to collect the AWOS data for national dissemination (Data Collection System); and

MDOT has a contract with an outside vendor for the weather briefing services.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the AWOS and the Weather Briefing System but not the Data Collection System.
2. Continue to provide the following:
  - a. For the Weather Briefing System component:
    - i. All necessary computer hardware, software, and internet services to allow access to the secure website of the weather briefing service provider.
    - ii. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
  - b. For the AWOS component:

- i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
      - ii. A location within the terminal building for the AWOS data display. Access by pilots to this location during normal business hours will be at the discretion of the AGENCY.
    - c. For the Data Collection System component: A location within the terminal building for the computer.
  3. Provide a local telephone line and electrical power in accordance with the following:
    - a. The telephone line must be a single party line and will be dedicated to the AWOS component.
    - b. Electrical power requirements:
      - i. 240V, 60Hz, 15 amp, or greater circuit dedicated to the AWOS component.
      - ii. 120V, 60Hz, 15 amp, or greater circuit for the AGENCY-provided computer hardware for the Weather Briefing System component and the Data Collection System component.
      - iii. Pumps, motors, and similar units must be on a separate circuit.
  4. Not charge for direct or telephone dial-up access to the AWOS or use of the AGENCY-provided computer for access to the website of the weather briefing service provider.
  5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
  6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
  7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
-

8. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY may pay MDOT directly for reimbursement of these repair costs or may file a claim with its insurance company for reimbursement. (See Section 11 below.) The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT or its contractor.
9. Perform at its sole expense the following maintenance activities:
  - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
  - b. Protect the integrity of any underground cables by preventing any trenching or tilling over them.
  - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.
  - d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, making visual inspections of sensors, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
  - e. Clear snow from AWOS access road, as necessary.
10. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
11. The AGENCY or its operators and vendors will continue to maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with (a) certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days written notice of change or cancellation is given to MDOT. In the event that a written notice of material change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the providing of services under this Contract.

- a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employer's Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.
  - b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
  - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
12. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.
  13. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

**MDOT WILL:**

14. Arrange with the Provider for the installation of the Data Collection System, if necessary. Make arrangements with the weather briefing service provider for access to its secure website.
15. Pay all invoices associated with the operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
16. Bill the AGENCY for fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
17. Bill the AGENCY for one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

18. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
19. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 16 above.
20. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
21. Train AGENCY personnel on proper procedures for making entries in the FAA Form 6030-1 logbook and the AWOS equipment logbook.
22. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
23. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
24. Discontinue the weather briefing and data collection services and remove the associated components in the event of the following:
  - a. The AGENCY does not comply with the provisions of this Contract; or
  - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

25. The Provider will retain ownership of the Data Collection System.
26. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
27. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than

three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

28. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY's performance of this Contract; and
  - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY's performance of the SERVICES under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

29. With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

30. MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
31. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
32. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
33. This Contract will be in effect from the date of award through three (3) years, unless it is terminated by either party in accordance with Section 31. This Contract may be renewed in writing upon the mutual agreement of the parties not less than (30) thirty days before expiration. This Contract may be renewed for up to two additional one-year periods.

34. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF CHARLEVOIX

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

## ATTACHMENT 1

### Items Included in AWOS Maintenance Expenses That Could Be Incurred by MDOT

#### Scheduled Maintenance

- Inspections FAA-required annual and two tri-annual inspections in accordance with the FAA-approved AWOS Manufacturer's Logbook. Expenses include labor and travel.
- Preventative May include, but is not limited to, such items as testing and servicing of uninterruptible power supply (UPS) and batteries, cleaning aspirator fan and tube, measuring processor and ceilometer battery levels, overall cleaning and checking condition of all components. Expenses may include labor, travel, and materials.

#### Unscheduled Maintenance

- Outages Includes troubleshooting and repairs and may include replacement of defective components with MDOT serviceable spares. May also include the costs to repair defective items by outside facilities and/or the purchase of new replacement items. Expenses include labor, travel, materials, outside vendor repairs and purchases, and shipping.

#### Administration

Involves a share of the oversight of the entire weather network, and includes activities that are not location-specific but are general in nature to all locations. Expenses include, but are not limited to, contract administration and compliance, system monitoring, calibration and repair of required test equipment and standards, items and supplies purchased that will be used for all locations, and time spent to arrange and coordinate inspection schedules with the FAA and to review Miss Dig tickets.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2015-06-XX**  
Execution of MDOT Contract No. 2015-0265  
Weather Observation System and Data Dissemination System

**WHEREAS,** the Charlevoix Municipal Airport operates and maintains a Weather Observation and Data Dissemination System (SYSTEM); and

**WHEREAS,** the system is made up of three components (a) the Weather Briefing System, (b) Automated Weather Observation System (AWOS), and (c) a system to collect the AWOS data for national dissemination (Data Collection System); and

**WHEREAS,** the continued operation and maintenance of the Weather Observation and Data Dissemination System (SYSTEM) is required by the Federal Aviation Agency (FAA) and the Michigan Department of Transportation's Office of Aeronautics (MDOT) for aviation safety and efficiency.

**NOW THEREFORE BE IT RESOLVED,** that the City of Charlevoix City Council hereby authorizes Mayor Gabe Campbell and City Clerk Joyce Golding to execute the MDOT Contract No. 2015-0265 for the Weather Observation System and Data Dissemination System contract after review by the City Attorney.

RESOLVED this 1st day of June, A.D. 2015.

Resolution was adopted by the following yea and nay vote:

Yeas:  
Nays:  
Absent: