

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, August 4, 2014 - 7:00 p.m.
210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
 - A. City Council Meeting Minutes – July 21, 2014 Regular Meeting **PG 1-19**
 - B. Accounts Payable Check Registers & Payroll Check Registers **PG 20-34**
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Discussion Regarding Disc Golf Issues **PG 35-39**
 - B. Bridge Street Blooms Site Plan Review (Project #2014-02SP) **PG 40-61**
 - C. Replacement and Reconfiguration of Projector and Screen **PG 62**
 - D. Consideration to Approve MDOT Contract for State Street Funding for State Street Infrastructure Project **PG 63-94**
 - E. Mayoral Appointment to the Historic District Commission **PG 95-96**
 - F.
 - G.
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
 - A. Consideration to Approve MDOT Contract Grant Agreement for State Street Infrastructure Project **PG 65**
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. Adjourn**

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

Posted July 31, 2014 1:00 p.m.

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

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

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Norman Carlson
City Manager: Absent
Executive Assistant: Linda Weller
City Clerk: Joyce Golding
Members Present: Councilmembers Peggy Brennan, Shane Cole, Lyle Gennett, Shirley Gibson, Leon Perron, and Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – July 7, 2014 Regular Meeting Minutes
- B. Accounts Payable Check Registers – July 22, 2014
- C. ACH Payments – July 7, 2014 – July 18, 2014
- D. Payroll Check Register – July 18, 2014
- E. Payroll Transmittal – July 18, 2014
- F. Certificates of Appreciation Mary Chavez and Susan Wilson for the rehabilitation of the Bridge Street Wine and Spirits Garden

V. Public Hearings

None.

VI. Reports

Executive Assistant Weller stated that there were no additional items above and beyond the City Manager's Report dated July 17, 2014.

VII. Requests, Petitions and Communications and Actions Thereon

- A. Consideration to Approve a Resolution to Tentatively Award a Contract to DeVere Construction Company for Improvements to the Wastewater Treatment Plant
Mark Prein of Prein and Newhof, the project consultant and engineer, stated that the City has received seven bids for improvements to the Wastewater Treatment Plant. The low bidder was DeVere Construction Company from Alpena with a bid of \$8,548,000. The engineer's estimate was \$8,395,000 (-1.8% variance). Mr. Prein and the contractor recommend an alternative blower deduct of \$34,000, making the final bid \$8,514,000.

Project engineers, City Staff, and DeVere representatives have agreed to substitute two subcontractors. Subcontractor Johnson & Wood will be substituted with Northwest Kent Mechanical and CHG Smith will be replaced with Harbor Springs Excavating.

Mayor Carlson opened the item to public comment.

Robert Anderson, Business Manager of United Association Local 85, discussed the qualifications of US Local 85 and requested that Council consider the Local be part of the bid.

Mr. Prein cleared up confusion regarding Johnson & Wood not being the low bidder: DeVere is the low bidder and the company selects its own subcontractors. Prein and Newhof is recommending DeVere as the general contractor. Johnson & Wood (subcontractor) did not indicate on their resume that they had large wastewater plant experience; therefore DeVere selected another more qualified subcontractor. The City's contract documents include a qualifications and experience clause.

Action by Resolution.

- B. Consideration to Approve an Ordinance to Authorize the Issuance of Sewage Disposal System Junior Lien Revenue Bonds, Series 2014 for the State Revolving Fund (SRF) Sewer Project
Patrick McGow, Bond Counsel with Miller Canfield, spoke regarding the issuance of Sewage Disposal System Junior Lien Revenue Bonds for the SRF Sewer Project in an amount not to exceed \$10,900,000. The Bonds are to be sold through the Michigan Finance Authority's (MFA) 4th Quarter State Revolving Fund Program scheduled to close on September 17, 2014. The Ordinance authorizes the issuance of the Bonds, which are payable from the new revenues of the city's sewage disposal system and provides flexibility for the size of the bond issue to be reduced prior to closing, based on actual construction bids and final approved costs. The Bonds will be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.5%.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted at the meeting it is introduced without a public hearing, regardless of any contrary provision in the City's ordinance adoption procedures. After adoption, the Ordinance is required to be published once, in full, in the newspaper of record.

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

Further action under Ordinances.

C. Discussion About Disc Golf Course at McSauba Recreation Area

The disc golf course and design were approved by City Council in 2012. The course is in the City's Recreation Plan as well as the City's Master Plan, which were approved by City Council. McSauba is a multi-use recreational area. City Staff ensures safety for guests who use the McSauba Recreation Area. Signage is posted to educate all users about sharing the area with hikers and disc golfers as well as specific signage at holes adjacent to the day camp area. The course was designed to minimize conflict with other trail users.

The course went through an extensive DEQ permitting process in 2012, including a site inspection, and was approved without issue. Some erosion control measures have already been taken, and a few new areas of concern are scheduled to be remediated. State of Michigan Department of Human Services (DHS) was called out to Camp McSauba by a concerned party. A DHS representative visited the camp and had no concern with any perceived conflicts of disc golf and the camp. He indicated that adequate signage was present on the holes near camp and counselors were supervising the children.

Councilmember Gibson toured the golf course with Charlevoix Township resident Dean Mikulski on June 9, 2014 and wanted City Council to discuss concerns brought forth by Mr. Mikulski.

Mayor Carlson opened the item to public comment.

Kathleen Stengas, Charlevoix Twp., expressed her concern regarding the desecration of the natural area. She stated she is not comfortable walking on the trails due to safety concerns. She experienced a disc crossing her path while walking on the street. Ms. Stengas stated that placement of some holes is dangerous to the public and she is concerned with the safety of the children at Camp McSauba.

Debbie Durker has been picking up trash at Mt. McSauba for nine years and stated that she collects a bag a week on the golf course, including beer cans and whiskey bottles.

Dean Mikulski, Charlevoix Twp., frequents the walking trails. He stated that there is little respect for the historic use of the property. Mr. Mikulski met with the City Manager and Recreation Director to discuss safety issues related to hole placement and lack of signage. Mr. Mikulski stated that there was an agreement that these issues would be addressed. Mr. Mikulski cited several areas that are dangerous and he believes ten holes on the course should be closed immediately.

Bo Boss, General Manager Mt. McSauba Recreation Area, stated that Mt. McSauba contains 42 acres of primary and secondary sand dunes and in 1983 the City took steps to protect these dunes. He believes that the current situation is a little out of control: lights have been damaged at the ice rink and erosion has become a problem. Mr. Boss is concerned with regards to who will pay for damage or remediation. He recommends removing the concrete and redesigning the course. Mr. Boss indicated that the hiking trails are used year-round.

Rick Evans of the Chain O'Lakes Disc Golf Club designed and installed the new disc golf course. He stated that the DEQ approved the use of cement on some tee boxes to prevent erosion. Hikers and bikers are causing some erosion on several trails. Trees removed when building the course were four inches in diameter or less, which surpassed the DEQ's requirement of six inches or less. Camp McSauba is reporting that there have been no incidents with golfers and those golfers are respectful toward the Camp Director. Directional signage to the first tee will be installed at the lodge. Mr. Evans feels that the issues presented are not insurmountable. He also stated that he has played numerous rounds of golf at busy multi-recreational areas in Northern Michigan and that these courses function effectively for both hikers and golfers.

Councilman Gennett questioned whether the course could be redesigned with fewer holes. Mr. Evans stated that could be considered, but there are no funds in the budget at this time.

Councilman Gibson would like to see the cement on the course removed. She also asked who will be responsible for the damaged lights or broken windows and believes that the City shouldn't have to pay for the damage. Councilmember Gibson would like to review the DEQ permit.

Mayor Carlson stated that the day-to-day issues at Mt. McSauba should not be addressed to Council. Day-to-day questions and issues should be forwarded to the City Manager for resolution. He also recommended follow up regarding previous agreements that were made between the City Manager and Mr. Mikulski. Mayor Carlson suggests investigating alternative cement products for the

tee boxes and whether removal of the cement would cause more harm than good. He stated that McSauba should be safe for both hikers and golfers.

Pat Duffy, City resident, stated that there is enough room at McSauba for everyone to enjoy. Ms. Duffy believes that it is her responsibility to be cautious when using the hiking trails and that there is always risk involved at a multi-use recreational area. She is in favor of disc golf and takes offense with people stereotyping disc golfers. She believes that if we work together we can come up with a solution to accommodate both hikers and golfers.

Mark Cousins, Charlevoix Twp., is a runner and hiker and plays disc golf. He believes that hiking and golfing is about sharing the environment and that McSauba is a vital part of the community.

Mayor Carlson closed the item to public comment.

Mayor Carlson proposed a meeting with Mr. Boss, Mr. Evans, Councilmembers Gibson and Gennett, and the City Manager to discuss and resolve concerns and bring recommendations to Council and acknowledged that eliminating holes on the course may be a solution. Mayor Carlson stated that McSauba is a large enough area for hikers and golfers to coexist.

Councilmember Porter stated that he is not opposed to disc golf, but there is a compatibility issue with hiking. He spoke with Joan MacGillvary who donated a portion of the area and indicated that Ms. MacGillvary was horrified that the forest was cut and cleared for fairways. Councilmember Porter said Ms. MacGillvary's intentions were to keep the area natural. He also read excerpts from the 2011 Master Plan regarding the protection and preservation of the area.

Councilmember Perron toured the course in May and believes that there are serious safety issues that need to be addressed quickly.

D. Engineering Proposal to Assess the Water Treatment Plant for Reliability

WTP Superintendent Steve Teunis reported that the City's Water Treatment Plant and equipment have been in service since 1987. Given the age of the plant, the building and plant processes should be evaluated for repair and/or replacement. City Staff is requesting the engineer's input to create a capital improvement plan to replace/repair critical processes, such as pumps, filters, control circuits, intake maintenance, future growth needs, and water reservoir needs. The capital improvement plan will assist Staff to create realistic budgets that will accomplish these goals.

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

Motion by Councilmember Gennett, second by Councilmember Brennan, to accept the proposal from Prein & Newhof [for \$14,500] to perform an assessment of the Water Treatment Plant and its equipment and processes and to make recommendations for future capital planning.

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

E. Consideration to Purchase Slip-in Sander Body

The purchase of a slip-in sander body was approved in the 2014/2015 budget for \$14,000. This piece of equipment is the large sander that the city uses during the winter months for spreading sand and salt on City streets. The purchase is for the sander body alone which has corroded beyond repair, not the replacement of the entire truck. Two quotes were received for this piece of equipment:

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

Motion by Councilmember Brennan, second by Councilmember Cole, to accept the quote as provided by Truck and Trailer Specialties in the amount of \$11,724 and place an order with them.

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

F. Downtown US-31 Road Closure Scheduled for July 26, 2014

On July 7, 2014, Police Chief Doan presented City Council with an agenda item for the closure of US-31 between Huribut St. and Park Ave. on Saturday, July 26, 2014 between the hours of 7:00 p.m. and midnight. During the discussion it was recommended to move forward with the road closure if the proper MDOT permits and signage were obtained. City Council directed Venetian president Dan Barron to approach the Venetian Committee to inquire about payment for the signage and to solicit local businesses and concerned citizens to help defray the cost of the signage. Venetian agreed to pay \$4100. After another meeting with MDOT, a few additional signs were added, increasing the cost to \$5650.

Councilmembers Gennett, Brennan, and Perron indicated that they would like to move forward with the plan to close the street. Chief Doan stated that there was no way to minimize the signage required by MDOT. Councilmember Gibson believes that the City is nickel-and-dimed continuously for miscellaneous expenses, and does not have enough money to pay City non-union employees fairly.

Treasurer Zielinski stated that the City has donated \$12,000 to Venetian as well as many City services for the event. The extra \$1,550 would have to come out of the General Fund.

Councilmember Perron suggested that the City and the Venetian Committee could purchase some signage in the future. Councilmember Porter suggested that a consortium of communities which hold festivals could come together to purchase and share the signage.

Dan Barron, Venetian President, stated that downtown businesses/stakeholders donated a total of \$1,200.

Mayor Carlson opened the item to public comment.

Don Axleby, summer resident, stated that the City should consider contacting the insurance underwriter for a possible reduction in premium due to the reduced risk by closing the street.

Motion by Councilmember Brennan, second by Councilmember Cole, to proceed forward and obtain the proper MDOT permits and signal lighting for the road closure on July 26, 2014 [7:00 p.m. to midnight], with the understanding that Venetian will be supplying \$4,100 leaving \$1,550 [paid by the City].

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

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

IX. Resolutions

A. Consideration to Approve a Resolution to Tentatively Award a Contract To DeVere Construction Company for Improvements to the Wastewater Treatment Plant

Motion by Councilmember Cole, second by Councilmember Gennett, to adopt a resolution to Tentatively Award a Contract to DeVere Construction Company for Improvements to the Wastewater Treatment Plant, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2014-07-05**

TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Charlevoix wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on June 17, 2013 will be funded through Michigan's SRF Program; and

WHEREAS, the City of Charlevoix has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$8,514,000.00 from DeVere Construction Company; and

WHEREAS, the project engineer, Prein & Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix tentatively awards the contract for construction of the proposed wastewater system improvements project to DeVere Construction Company, contingent upon successful financial arrangements with the SRF Program.

RESOLVED this 21st day of July, A.D. 2014.

Resolution was adopted by the following yea and nay vote:
Yeas: Gennett, Brennan, Cole, Perron, Gibson, Porter
Nays: None
Absent: None

X. Ordinances

A. Consideration to Approve an Ordinance to Authorize the Issuance of Sewage Disposal System Junior Lien Revenue Bonds, Series 2014 for the State Revolving Fund (SRF) Sewer Project

Motion by Councilmember Brennan, second by Councilmember Cole, to approve an Ordinance No. 766 of 2014 to Authorize the Issuance of Sewage Disposal System Junior Lien Revenue Bonds, Series 2014 for the State Revolving Fund (SRF) Sewer Project, as follows:

**CITY OF CHARLEVOIX
Ordinance No. 766 of 2014**

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE SEWAGE DISPOSAL SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO ESTABLISH SEPARATE SERIES OF BONDS OF SENIOR AND SUBORDINATE STATUS WITH RESPECT TO THE NET REVENUES OF THE SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF CHARLEVOIX ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments:
 - (i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.
 - (ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.
- (c) "Authority" means the Michigan Finance Authority or its successor.
- (d) "Authorized Officers" means the Mayor, the City Manager, the City Clerk and the Finance Director of the City.
- (e) "Bonds" or "Senior Lien Bonds" means any Bonds or series of Bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.
- (f) "City" means the City of Charlevoix, County of Charlevoix, State of Michigan.
- (g) "Engineers" means Prein & Newhof, registered engineers of Grand Rapids, Michigan.
- (h) "Junior Lien Bonds" means any Bonds or series of Bonds (including the Series 2014 Bond) payable from Net Revenues, after satisfaction of any requirements for funding the Redemption Account, and which are secured

by a statutory second lien on the Net Revenues and are junior and subordinate in all respects with respect to the Net Revenues to any Bonds hereafter issued secured by the statutory first lien established by this Ordinance.

(i) "DEQ" means the Department of Environmental Quality, or its successor.

(j) "Project" means the acquisition, construction, furnishing and equipping of improvements to the City's Sewage Disposal System, including improvements to the Charlevoix Wastewater Treatment Plant, together with all related appurtenances and attachments thereto, as described in the plans prepared by the Engineers and approved herein.

(k) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Bonds.

(l) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance.

(m) "Series 2014 Bond" means the Sewage Disposal System Junior Lien Revenue Bond, Series 2014, of the City in the principal amount of not to exceed \$10,900,000 authorized by this Ordinance.

(n) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(o) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the DEQ relating to the Series 2014 Bond.

(p) "System" means the Sewage Disposal System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the State Revolving Fund financing program being administered by the DEQ and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of two and one-half percent (2.50%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be Eleven Million Fourteen Thousand Dollars (\$11,014,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2014 Bond, the City shall borrow the sum of not to exceed Ten Million Nine Hundred Thousand Dollars (\$10,900,000), and issue the Series 2014 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Section 5. Issuance of Series 2014 Bond; Details. The Series 2014 Bond of the City, to be designated SEWAGE DISPOSAL SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2014 is authorized to be issued in the aggregate principal sum of not to exceed Ten Million Nine Hundred Thousand Dollars (\$10,900,000) or such lesser amount as finally determined by order of the DEQ for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2014 Bond. The Series 2014 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that said Series 2014 Bond shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Bonds hereafter issued pursuant to this Ordinance.

The Series 2014 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the

DEQ at the time of sale of the Series 2014 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2014 Bond shall be payable on October 1 of the years 2016 through 2035, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2014 Bond shall be payable on April 1 and October 1 of each year, commencing April 1, 2015 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2014 Bond and the payment dates and amounts of principal installments of the Series 2014 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than October 1, 2015 and the final principal installment shall be due no later than October 1, 2038 and that the total principal amount shall not exceed \$10,900,000.

The Series 2014 Bond shall bear interest at a rate of two and one-half percent (2.50%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2014 Bond in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2014 Bond is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2014 Bond shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2014 Bond shall be payable as provided in the Series 2014 Bond form in this Ordinance.

The Series 2014 Bond shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2014 Bond, the Authority shall deliver the Series 2014 Bond to the City for cancellation.

Section 6. Execution of Series 2014 Bond. The Series 2014 Bond shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2014 Bond bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2014 Bond contained in Section 18 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall

execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2014 Bond; Security; Priority of Lien. Any Bonds hereafter issued and the interest thereon shall be payable solely from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any.

Any Junior Lien Bonds issued hereunder, including the Series 2014 Bond, and the interest thereon shall be payable from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2014 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Bonds hereafter issued.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. Commencing on September 1, 2014, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated SEWAGE DISPOSAL SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, on September 1, 2014, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

A. OPERATION AND MAINTENANCE ACCOUNT:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

A budget, showing in detail the estimated costs of administration, operation and maintenance of the System for the next ensuing operating year, shall be prepared by the City at least 30 days prior to the commencement of each ensuing operating year. No payments shall be made to the City from moneys credited to the Operation and Maintenance Account except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION ACCOUNT:

There shall be established and maintained a separate depository fund designated BOND AND INTEREST REDEMPTION ACCOUNT (the "Redemption Account"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bonds. The moneys in the Redemption Account shall be kept on deposit with the bank or trust company where the principal of and interest on the Bonds, or any series thereof, are payable.

Out of the Revenues remaining in the Receiving Fund, after provision for the Operation and Maintenance Account, there shall be set aside in the Redemption Account each month, commencing with the date of issue of a series of Bonds, a sum proportionately sufficient to provide for the payment when due of the then current principal of and interest on the Bonds, less any amount in the Redemption Account representing accrued interest on the Bonds or investment income on amounts on deposit in the Redemption Account. Commencing with the date of issue of a series of Bonds, the amount set aside each month for interest on the Bonds shall be the fractional amount of the total amount of interest on the Bonds next coming due derived from the number of months from the date of issue of the Bonds to the first interest payment date. Commencing with the first interest payment date, the amount set aside each month for interest on the Bonds shall be 1/6 of the total amount of interest on the Bonds next coming due. The amount set aside each month for principal, commencing with the date of issue of a series of Bonds, shall be the fractional amount of the total amount of principal on the Bonds next coming due by maturity or sinking fund redemption derived from the number of months from the date of issue of the Bonds to the first principal payment date. The amount set aside each month for principal payment commencing with the first principal payment date shall be 1/12 of the amount of principal next coming due by maturity or sinking fund redemption. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding monthly requirements. The amount to be set aside for the payment of principal and interest on any date shall not exceed the amount which, when added to the money on deposit in the Redemption Account, including investment income thereon, is necessary to pay principal and interest due on the Bonds on the next succeeding principal payment date.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT:

There is hereby established and there shall be maintained a separate depository account designated JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Redemption Account"). Except as otherwise provided herein, the moneys on deposit therein from time to time shall be used for the purpose of paying the principal or Redemption Price of and interest on any Junior Lien Bonds.

Out of the Revenues remaining in the Revenue Fund, after transfer, if required, for deposit into the Operation and Maintenance Account and the Redemption Account, there shall be set aside monthly in the Junior Lien Redemption Account a sum sufficient to provide for the next payment when due of the principal of and interest on the Junior Lien Bonds, less any amount in the Junior Lien Redemption Account representing accrued interest on the Junior Lien Bonds, and less the sum of any funds actually on deposit in the Junior Lien Redemption Account. The amount set aside and transferred to the Junior Lien Redemption Account each month for interest on the Junior Lien Bonds shall be 1/6 of the total amount of interest on the Junior Lien Bonds next coming due or such greater or lesser amount as is necessary to

assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of (a) 1/6 of the amount of interest next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last interest payment date. For the month immediately prior to each interest payment date the amount set aside and transferred to the Junior Lien Redemption Account to pay interest shall be reduced by amounts, including investment earnings, available in the Junior Lien Redemption Account which are available for such purpose. The amount set aside and transferred to the Junior Lien Redemption Account each month for principal commencing twelve months prior to the first maturity or mandatory sinking fund redemption date shall be 1/12 of the amount of principal next coming due on the Junior Lien Bonds by maturity or as a mandatory redemption requirement or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of 1/12 of the amount of principal next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last principal payment date. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding month's requirement. No further payments need be made into the Junior Lien Redemption Account after enough of the principal installments of the Junior Lien Bonds have been retired so that the amount then held in the Junior Lien Redemption Account (including a bond reserve account, if any), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

D. REPLACEMENT AND IMPROVEMENT FUND:

There shall next be established and maintained a fund, separate depository account, designated SEWAGE DISPOSAL SYSTEM REPLACEMENT ACCOUNT or such other designation determined by the Treasurer (the "Replacement Account"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System. Out of the Revenues and moneys of the System remaining in the Receiving Fund each month after provision has been made for the deposit of moneys in the Operation and Maintenance Account, the Redemption Account and the Junior Lien Redemption Account, there may be deposited in the Replacement Account such additional funds as the City may deem advisable. If at any time it shall be necessary to use moneys in the Replacement Account for the purpose for which the Replacement Account was established, the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account.

E. GENERAL OBLIGATION DEBT ACCOUNT:

Out of the remaining Revenues in the Receiving Fund, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Account (the "G.O. Fund"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the City or general obligations or contractual obligations of the City incurred or to be incurred for System purposes.

F. SURPLUS MONEYS:

Thereafter, any Revenues in the Receiving Fund after satisfying all the foregoing requirements of this Section may, at the discretion of the City, be used for any of the following purposes:

1. Transferred to the Replacement Account.
2. Transferred to the Redemption Account and used for the purchase of Bonds on the open market at not more than the fair market value thereof or used to redeem Bonds prior to maturity pursuant to this Ordinance.
3. Any other use permitted by law.

Section 15. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Account, and second to the Redemption Account.

Section 16. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds, may be invested by the City in United States of America obligations or in obligations the principal of and interest on which is fully guaranteed by the United States of America and any investments now or hereafter permitted by Act 94 or other controlling law. Investment of moneys in the Redemption Account or the Junior Lien Redemption Account being accumulated for payment of the next maturing principal or interest payment of the Bonds or of the Junior Lien Bonds shall be limited to obligations bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds or the Junior Lien Bonds. In

the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which the purchase was made. Profit realized or interest income earned on investment of funds in the Funds established hereunder shall be deposited in or credited to the Fund having realized the profit or earned the interest (unless otherwise expressly provided in this Ordinance or as determined by the City), such deposit or credit to occur periodically but not less often than at the end of each fiscal year.

Section 17. Bond Proceeds. From the proceeds of the sale of the Series 2014 Bond there shall be immediately deposited in the Junior Lien Redemption Account an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2014 Bond. The balance of the proceeds of the sale of the Series 2014 Bond shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions of Act 94, in an account designated 2014 SEWAGE DISPOSAL SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof. Payments for construction, either on account or otherwise, shall not be made unless the registered engineer in charge of such work shall file with the City a signed statement to the effect that the work has been completed in accordance with the plans and specifications therefor; that it was done pursuant to and in accordance with the contract therefor (including properly authorized change orders), that such work is satisfactory and that such work has not been previously paid for.

Any unexpended balance of the proceeds of sale of the Series 2014 Bond remaining after completion of the Project in the Construction Fund may, at the discretion of the City, be used for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the Michigan Department of Treasury, if such permission is then required by law. Any remaining balance after such expenditure shall be paid to the Redemption Account and may be used for the purpose of purchasing the Series 2014 Bond on the open market at not more than the fair market value thereof, but not more than the price at which the Series 2014 Bond may next be called for redemption, or used for the purpose of paying principal of the Series 2014 Bond upon maturity or calling the Series 2014 Bond for redemption.

Section 18. Bond Form. The Series 2014 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF CHARLEVOIX

CITY OF CHARLEVOIX
SEWAGE DISPOSAL SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2014**

REGISTERED OWNER: Michigan Finance Authority
PRINCIPAL AMOUNT: Ten Million Nine Hundred Thousand Dollars (\$10,900,000)
DATE OF ORIGINAL ISSUE: September 17, 2014

The CITY OF CHARLEVOIX, County of Charlevoix, State of Michigan (the "City"), for value received, hereby promises to pay, but only out of the hereinafter described Net Revenues of the City's Sewage Disposal System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$10,900,000 is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two and one-half percent (2.50%) per annum. Interest is first payable April 1, 2015 and semiannually thereafter and principal is payable on the first day of October commencing October 1, 2016 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A. or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Sewage Disposal System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. 766 of 2014 (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by said Ordinance.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Charlevoix, County of Charlevoix, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF CHARLEVOIX

By _____
 Mayor

(Seal)

Countersigned:
 By _____
 City Clerk

DEQ Project Number: 5572-01
 DEQ Approved Amt: \$10,900,000

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>
October 1, 2016	\$425,000
October 1, 2017	435,000
October 1, 2018	450,000
October 1, 2019	460,000
October 1, 2020	470,000
October 1, 2021	480,000
October 1, 2022	495,000
October 1, 2023	505,000
October 1, 2024	520,000
October 1, 2025	535,000
October 1, 2026	545,000
October 1, 2027	560,000
October 1, 2028	575,000
October 1, 2029	590,000
October 1, 2030	605,000
October 1, 2031	620,000
October 1, 2032	635,000
October 1, 2033	650,000
October 1, 2034	665,000
October 1, 2035	680,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.50% per annum, payable April 1, 2015, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 19. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan, the City's Charter and this Ordinance.

(b) The City will keep proper books of record and account separate from all other records and accounts of the City, in which shall be made full and correct entries of all transactions relating to the System. The City shall have an annual audit of the books of record and account of the System for the preceding operating year made each year by an independent certified public accountant. The auditor shall comment on the manner in which the City is complying with the requirements of the Ordinance with respect to setting aside and investing moneys and meeting the requirements for acquiring and maintaining insurance. The audit shall be completed and so made available not later than six (6) months after the close of each operating year except as such period may be extended in conformance with the rules of the Michigan Department of Treasury.

(c) The City will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by municipalities engaged in the operation of water supply and sewage disposal system, including self-insurance. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of redeeming or purchasing Bonds.

(d) The City will not sell, lease or dispose of the System, or any substantial part, until all of the Bonds and Junior Lien Bonds have been paid in full, both as to principal and interest or provision made thereof as herein provided. The City will operate the System as economically as possible, will make all repairs and replacements necessary to keep the System in good repair and working order, and will not do or suffer to be done any act which would affect the System in such a way as to have a material adverse effect on the security for the Bonds and the Junior Lien Bonds.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate a System that will compete with the System and the City will not operate a system that will compete with the System.

(f) The City will cause the Project to be acquired and constructed promptly and in accordance with the plans and specification therefor.

Section 20. Additional Bonds. Except as hereinafter provided, the City shall not issue additional Bonds of equal or prior standing with any initial series of Bonds issued hereunder.

The right is reserved in accordance with the provisions of Act 94, to issue additional Bonds or Junior Lien Bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Bonds or Junior Lien Bonds but only for the following purposes and under the following terms and conditions:

(a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City, it shall be the duty of the City to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds. Bonds or Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the preceding twelve-month operating year shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds or Junior Lien Bonds and on the additional Bonds then being issued. If the additional Bonds or Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds or Junior Lien Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds or Junior Lien Bonds to be refunded from the proceeds of the additional Bonds or Junior Lien Bonds. For purposes of this subparagraph (b) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months prior to the date of delivery of the additional Bonds or Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months prior to the date of delivery of the additional Bonds or Junior Lien Bonds. Determination by the City as to existence of conditions permitting the issuance of additional Bonds or Junior Lien Bonds shall be conclusive. No additional Bonds or Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Account or the Redemption Account.

(c) For refunding a part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds including deposits which may be required to be made to a bond reserve account (if any) for such Bonds or Junior Lien Bonds. No additional Bonds or Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 21. Negotiated Sale; Application to DEQ and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2014 Bond to the Authority because the State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the DEQ for placement of the Series 2014 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2014 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officers is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2014 Bond for the State Revolving Fund. Prior to the delivery of the Series 2014 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2014 Bond contained in Section 18 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 22. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2014 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2014 Bond proceeds and moneys deemed to be Bond proceeds.

Section 23. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 24. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2014 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2014 Bond shall not exceed two and one-half percent (2.50%) per annum, and the Series 2014 Bond shall mature in not more than twenty (20) annual installments.

Section 25. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 26. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other

provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 27. Publication and Recordation. This Ordinance shall be published in full in the *Charlevoix Courier*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 28. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 21st day of July, 2014.

By _____
 Mayor

By _____
 City Clerk

Ordinance No. 766-2014 was adopted on the 21st day of July, A.D. 2014, by the Charlevoix City Council as follows:

Motion by: Councilmember Brennan
 Seconded by: Councilmember Cole

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

XI. Miscellaneous Business

Councilmember Cole passed along kudos from Larry Bingham at the boat dock for the repairs that the Street Department performed. Mayor Carlson expressed his appreciation for day-to-day efforts made by the Street Department as well.

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

Bob Poole discussed a resolution passed unanimously by Charlevoix Township to protect Bell's Bay Road and Fisherman's Island State Park. He recommended that the City and Township need to work together to protect the park. He would like to revisit a resolution to be voted on at the next Council meeting. Independent committee meetings are being held to discuss and potentially resolve issues brought forth from both sides.

Councilmembers Gennett and Brennan stated that they would like to wait on a resolution until such time the committee makes a firm proposal. A copy of the Charlevoix Township resolution that was passed will be included in the next Council meeting agenda packet.

XIII. Adjourn

The Mayor stated that, barring any objections, the meeting would adjourn.
 There were no objections.
 Meeting adjourned at 8:54 p.m.

 Joyce M. Golding City Clerk Norman L. Carlson, Jr. Mayor

Accounts Payable – 07/22/2014		
ABRAMOWSKI, DWAIN	25.00	AUTO VALUE 1,295.33
ACE HARDWARE	2,695.96	AVFUEL CORPORATION 107,608.93
AIRGAS USA LLC	867.25	B & L SOUND INC 179.93
AMERICAN WASTE INC.	65.00	BEAUVAIS, PAUL 75.00
AMSTUTZ, LINDA	131.08	BERG, REBECCA 28.00
APX INC.	51.71	BIANCHI, KERRIE PAUL 109.00
ARROW UNIFORM-TAYLOR L.L.C.	1,000.19	BIOTECH AGRONOMICS INC 28,589.35
ASPEN MILLS	493.45	BLACK PEARL PLATINUM BRAND 18.00
AT YOUR SERVICE PLUS INC	143.70	BRADFORD'S 73.60
AT&T	539.03	BRADY'S CARPET CLEANING 315.00

BRIDGE STREET BLOOMS	200.00	MOSORYAK, JOHN MATTHEW	32.00
BSN SPORTS INC.	184.74	MURRAY'S CREATIONS	65.00
BY THE BAY WINDOW CLEANING SVCS	357.00	MUTUAL OF OMAHA	7.30
CARQUEST OF CHARLEVOIX	929.26	NETSOURCE ONE INC.	24.00
CHARLEVOIX COUNTY TREASURER	814.09	NFPA	106.15
CHARLEVOIX SCREEN MASTERS INC	1,957.92	NORTH COAST FASTENERS LLC	116.40
CHEMSEARCH	988.22	NORTHERN CREDIT BUREAU	420.08
CHICAGO CLUB	340.00	NORTHERN FIRE & SAFETY INC.	103.00
CINTAS CORPORATION	133.48	NORTHERN MICHIGAN JANITORIAL	218.50
CIVIC SYSTEMS	8,779.00	NORTHERN MICHIGAN REVIEW INC.	1,627.77
COOK FAMILY FARMS	119.00	OLESON'S FOOD STORES	402.00
COVEYOU FARMS LLC	42.00	OSTLUND PEST CONTROL LLC	425.00
CUMMINS BRIDGEWAY LLC	122.94	OTEC	355.84
DITCH WITCH SALES OF MICHIGAN	1,096.74	PERFORMANCE ENGINEERS INC	1,842.50
DUERKSEN, RICK	79.00	PETRIE, TOM	350.00
EJ USA INC.	1,458.24	PLUNKETT & COONEY	540.00
ELLSWORTH FARMER'S EXCHANGE	498.20	POLLARDWATER.COM - EAST	677.16
EMMET BRICK & BLOCK	404.59	POND HILL FARM LLC	162.00
FAMILY FARM & HOME	452.97	POWER LINE SUPPLY	5,946.30
FARMER WHITE'S	88.00	PREFERRED WASTE 2 LLC	425.00
FASTENAL COMPANY	325.71	PRO WEB MARKETING LLC	60.00
FOX CHARLEVOIX FORD	2,181.24	PURITY CYLINDER GASES INC	333.09
FREEDOM MAILING SERVICES INC.	2,361.79	RAMMACHER, KITTY	95.00
GALLIMORE, SARAH	57.00	RELLINGER, EMILY	15.00
GBS INC.	42.28	RILEY, CASEY	62.54
GERBER HOMEMADE SWEETS	26.00	ROAD WEASEL ENTERPRISES LLC	98.00
GLIKIN, SUSIE	67.00	SCHMUCKAL OIL CO	70.31
GOLDING, JOYCE	201.60	SCIENTIFIC BRAKE & EQUIP CO	187.78
GORDON FOOD SERVICE	359.39	SECURITY SANITATION INC.	380.00
GRAND TRAVERSE DIESEL INC.	402.45	SHINDORF BUILDERS	1,120.00
GRIFFIN BEVERAGE CO	40.00	SIEGRIST, DAVID	66.00
GUNTZVILLER, RHONDA	315.00	SPARTAN DISTRIBUTORS INC	234.46
HACH COMPANY	100.76	STANDARD ELECTRIC CO	917.36
HARRELL'S	540.00	STATE OF MICHIGAN	70.00
HERZOG ELECTRIC	843.60	STATE OF MICHIGAN	225.00
HOGARTH'S PEST CONTROL INC.	225.00	STATE OF MICHIGAN	180.62
HOLIDAY COMPANIES	191.03	SYSTEMS SPECIALISTS INC	50.00
HYDE SERVICES LLC	51.20	T & R ELECTRIC	1,062.00
HYDRO DESIGNS INC.	515.00	TIME EMERGENCY EQUIPMENT	6,219.35
ISLANDS INSURANCE CENTER	393.00	TRAVERSE REPRODUCTION	64.02
JACK DOHENY SUPPLIES INC	232.99	UP NORTH PROPERTY SERVICES LLC	4,753.00
JAQUA, ERIC	25.00	UPPER CASE PRINTING INK.	367.35
KIWANIS CLUB OF CHARLEVOIX	39.00	USA BLUE BOOK	2,730.88
KORTHASE FLINN	15.30	USA MOBILITY WIRELESS INC.	9.99
KSS ENTERPRISES	1,210.81	VILLAGE GRAPHICS INC.	179.00
KUSTOM SIGNALS INC.	96.00	WARD BROTHERS BOATS INC	305.99
LAKESHORE TIRE & AUTO SERVICE	12.50	WASHBURNE, BRENDA	66.00
LEESE, M. CHRIS	12.58	WATERWAY OF MICHIGAN	2,781.25
LOTTIE'S BAGELS	163.00	WESCOTT, MIKE	102.97
MAXX SUNGLASSES	240.00	WEST SHORE FIRE INC	1,608.80
MDC CONTRACTING LLC	8,464.82	WOOD SHOP, THE	500.00
METTLER TOLEDO INC	787.42	WRIGHT, NATHAN	41.00
MICHIGAN OFFICEWAYS INC	1,539.73	ZIPP, DON	75.00
MICHIGAN RURAL WATER ASSN	590.00		
MIDWEST GOLF & TURF	166.88		
MITCHELL GRAPHICS INC.	1,031.36		
		TOTAL	226,093.10

ACH Payments -07/07/2014 - 07/18/2014

MI PUBLIC POWER AGENCY	8,703.10	STATE OF MI (WITHHOLDING TAX)	6,170.57
PAYMENT SERVICE NETWORK	98.50	VANTAGEPOINT (401 ICMA PLAN)	728.06
STATE OF MI (SALES TAX)	19,316.52	VANTAGEPOINT (457 ICMA PLAN)	13,554.50
MI PUBLIC POWER AGENCY	9,833.80	MERS (DEFINED BENEFIT PLAN)	27,380.68
IRS (PAYROLL TAX DEPOSIT)	42,409.27		
ALERUS FINANCIAL (HCSP)	280.00	TOTAL	128,475.00

PAYROLL: NET PAY

Pay Period Ending 07/12/2014 - Paid 07/18/2014

BROWN, STEPHANIE C.	423.96	STRAEBEL, ROBERT J.	2,186.47
WELLER, LINDA JO	1,439.39	GOLDING, JOYCE M.	1,020.25

DEROSIA, PATRICIA E.	871.03	WILKIN, AMANDA J.	885.68
LOY, EVELYN R.	1,017.15	KLOOSTER, SUSAN E.	64.38
KLOOSTER, ALIDA K.	1,404.26	STEBE, LAURA A.	272.35
SPENCER, MICHAEL D.	1,579.30	AMSTUTZ, LINDA J.	990.18
PANOFF, ZACHARY R.	667.96	FAUST, DESIREA L.	677.82
MILLER, FAITH G.	301.71	HALL, CHASE D.	617.49
PEARSON, BETHANY S.	1,248.39	PETERS, MEGAN M.	625.79
ZIELINSKI, JOSEPH A.	1,735.63	FAUST, ERICKA N.	708.94
LEESE, MERRI C.	217.98	RUDOLPH, TRISTAN M.	467.75
DOAN, GERARD P.	1,418.18	GOLOVICH, SAWYER P.	439.79
SHRIFT, PETER R.	1,294.71	ECKHARDT, LOGAN R.	478.68
UMULIS, MATTHEW T.	1,544.98	WEBB, MICHAEL B.	163.79
ORBAN, BARBARA K.	1,709.48	ELLIOTT, ASHLIE D.	653.39
TRAEGER, JASON A.	1,302.87	PARKER-DROST, HERO	552.36
WARNER, JANINE M.	956.66	HOLECHECK, JENNACA R.	552.36
EVANS JR, HALBERT K.	1,424.26	WELLS, IVY L.	467.93
KLOOSTER, PATRICK H.	647.27	ROCKAFELLOW, SARAH C.	555.37
HUMBLE, NATHAN C.	761.52	HEID, THOMAS J	1,273.19
FLICKEMA, ANDREW M.	732.19	WESCOTT, DENNIS M.	231.84
BINGHAM, LARRY E.	803.99	STEIN, DONNA E.	245.65
LABELLE, DAVIS B.	405.27	CURTIS, DENNIS E.	919.50
KLINGER, LUCAS D.	578.07	BOOTHE, STEVEN A.	216.21
BRANDI, MAURA E.	301.24	GRUNCH, RONALD J	255.48
SPEGELE, GREYSON H.	374.03	DURRENBERGER, LARRY J	313.77
VANLOO, JORDAN C.	556.75	RYPSTRA III, BART	216.59
GLENNY, GRACE A.	537.45	DAVIS, RONALD L.	220.29
ACHARYA, VARUN R.K.	271.07	GILL, DAVID R.	928.40
GREYERBIEHL, KELLY M.	527.51	MACLEOD, SAMUEL R.	330.62
IVAN, PAUL M.	1,694.28	STEIN, MARK G.	31.72
SCHWARTZFISHER, JOSEPH L.	1,154.33	TODD, RICHARD D.	391.10
ROLOFF, ROBERT P.	2,255.64	WOODY, SCOTT R.	1,549.80
BRODIN, WILLIAM C.	1,789.15	VANLOO, JOSEPH G.	659.58
RILEY, DENISE M.	614.37	SEAMAN, HEATHER K.	911.23
WURST, RANDALL W.	1,569.04	BAGINSKI, JORDAN R.	180.47
HILLING, NICHOLAS A.	1,630.67	TABER, HOLLY S.	394.48
MEIER III, CHARLES A.	1,423.81	WYMAN, MATTHEW A.	1,249.24
ZACHARIAS, STEVEN B.	1,307.32	SCHRADER, LOU ANN	301.89
NISWANDER, JOSEPH F.	1,282.32	HUESING, HENRY A.	255.48
FRYE, EDWARD J.	958.86	STEVENS, JEFFREY W.	450.39
JONES, TERRI L.	951.80	FUNKEY, KRAIG R.	83.11
SWEM, DONALD L.	1,667.40	ROLOFF, AUDREY M.	1,038.03
WILSON, TIMOTHY J.	1,888.62	MATTER, DAWSON K.	561.55
LAVOIE, RICHARD L.	1,285.73	MARSH JR., JAMES D.	15.70
STEVENS, BRANDON C.	1,387.23	RILEY, TIMOTHY C.	118.93
WHITLEY, ANDREW T.	1,507.93	RAMSEY, KYLE J.	72.67
DRAVES, MARTIN J.	1,576.52	RILEY, CASEY W.	718.76
MORRISON, KEVIN P.	1,223.44	THORMAN, MIKAYLA R.	147.97
HODGE, MICHAEL J.	1,089.24	JONES, LARRY M.	791.04
WELLS JR., DONALD E.	1,251.64	OCHS, THOMAS F	62.33
BRADLEY, KELLY R.	1,434.86	TRAVERS, MANUEL J.	290.99
WILSON, RICHARD J.	1,244.59	SCOTT JR., WINFIELD	99.11
HART II, DELBERT W.	707.28	KITELEY, FISHER L.	13.21
JOHNSON, STEVEN P.	1,350.58	COLLINS, CHAD M.	408.86
JONES, ROBERT F.	1,241.73	RILEY, DANIEL A.	1,016.05
DORAN, JUSTIN J.	1,543.87	BERGMANN, DOUGLAS M.	105.72
BISHAW, JAMES H.	557.97	WHITLEY, ADAM	316.51
MARTINEZ, STANLEY A.	455.25	SCHOOF, WILLIAM R.	586.34
MANKER JR, DAVID W.	351.49	DRAVES, MICHAEL J.	686.51
MANKER SR, DAVID W.	638.28	TEUNIS, STEVEN L.	1,942.53
NEUMANN, DANA L.	462.26	MAYER, SHELLEY L.	1,917.36
BECKER, MICHAEL S.	540.06	EATON, BRAD A.	1,844.67
HERRIMAN, COBY M.	451.49	ELLIOTT, PATRICK M.	1,732.19
SHEPARD, ZACHARY N.	411.51	SCHWAGER, EDWARD J.	466.59
COLE, STEVEN D.	480.25	SPENCLEY, PATRICIA L.	1,187.04
NICHOLS, RUSSELL N.	454.78	BROWN, STEPHANIE C.	1,264.81
HAWKINS, JAMES S.	337.56	SCHLAPPI, JAMES L.	1,163.63
MCGHEE, ROBERT R.	910.80	HANKINS, SCOTT A.	1,448.29
STANTS, JACOB W.	510.48		
BLOOMER, GABRIELLE J.	409.81		
		TOTAL	115,066.69

PAYROLL: TRANSMITTAL
07/18/2014

AMERICAN FAMILY LIFE	182.40	CHARLEVOIX STATE BANK	1,050.00
AMERICAN FAMILY LIFE	269.17	COMMUNICATION WORKERS OF AMER	529.31
BAY WINDS FEDERAL CREDIT UNION	110.00	MI STATE DISBURSEMENT UNIT	546.29
BAY WINDS FEDERAL CREDIT UNION	600.00	NORTHWESTERN BANK	150.00
CHAR EM UNITED WAY	82.04	PRIORITY HEALTH	1,489.42
CHARLEVOIX STATE BANK	1,041.16	TOTAL	6,049.79

Check Number	Payee	Amount
07/18/2014		
110464	AT&T	379.15
110465	AT&T MOBILITY	72.09
110466	CHARLEVOIX STATE BANK	4,032.46
110467	CHARTER COMMUNICATIONS	905.58
110468	DELTA DENTAL	4,493.08
110469	GREAT LAKES ENERGY	224.76
110470	PRIORITY HEALTH	47,396.85
110471	VERIZON WIRELESS	56.72
110472	VISION SERVICE PLAN	523.68
Total 07/18/2014:		58,084.37
Grand Totals:		58,084.37

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

07/18/14 Special Accounts Payable Run	\$	58,084.37
07/22/14 Special Accounts Payable Run	\$	13,550.00
08/01/14 Payroll	\$	113,294.77
08/01/14 Payroll Transmittal Checks	\$	4,782.43
08/05/14 Regular Accounts Payable	\$	267,418.95
Checks Sub-Total:	\$	457,130.52

FIRSTMERIT BANK - ACH PAYMENTS

07/21/14 MI Public Power Agency	\$	36,538.76
07/24/14 Neopost (postage meter refill)	\$	5,000.00
07/25/14 MI Public Power Agency	\$	264,189.87
07/28/14 MI Public Power Agency	\$	18,785.18
08/01/14 IRS (Payroll Tax Deposit)	\$	42,309.57
08/01/14 Alerus Financial (HCSP)	\$	280.00
08/01/14 State of MI (Withholding Tax)	\$	6,105.50
08/01/14 Vantagepoint (401 ICMA Plan)	\$	728.06
08/01/14 Vantagepoint (457 ICMA Plan)	\$	13,441.74

ACH Sub-Total: \$ 387,378.68

First Merit Bank Total: \$ 844,509.20

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

08/05/14 Tax Disbursement \$ 969,672.61

Charlevoix State Bank Total: \$ 969,672.61

Grand Total: \$ 1,814,181.81

APPROVED:

PS
CITY MANAGER

[Signature]
CITY TREASURER

[Signature]
CITY CLERK

M = Manual Check, V = Void Check

Check Number	Payee	Amount
07/22/2014		
110473	CHARLEVOIX VENETIAN FESTIVAL	12,000.00
110474	CHARLEVOIX VENETIAN FESTIVAL	1,550.00
Total 07/22/2014:		13,550.00
Grand Totals:		13,550.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/26/2014	PC	08/01/2014	17993	WELLER, LINDA JO	101		1,367.07
07/26/2014	PC	08/01/2014	17994	STRAEBEL, ROBERT J.	102		2,496.76
07/26/2014	PC	08/01/2014	17995	GOLDING, JOYCE M.	106		1,020.25
07/26/2014	PC	08/01/2014	17996	DEROSIA, PATRICIA E.	107		871.03
07/26/2014	PC	08/01/2014	17997	LOY, EVELYN R.	117		1,017.15
07/26/2014	PC	08/01/2014	17998	KLOOSTER, ALIDA K.	121		1,632.33
07/26/2014	PC	08/01/2014	17999	BROWN, STEPHANIE C.	126		1,126.90
07/26/2014	PC	08/01/2014	18000	SPENCER, MICHAEL D.	132		1,807.38
07/26/2014	PC	08/01/2014	18001	SPENCLEY, PATRICIA L.	136		1,004.78
07/26/2014	PC	08/01/2014	18002	PANOFF, ZACHARY R.	141		820.00
07/26/2014	PC	08/01/2014	18003	MILLER, FAITH G.	142		305.79
07/26/2014	PC	08/01/2014	18004	PEARSON, BETHANY S.	143		1,248.39
07/26/2014	PC	08/01/2014	18005	ZIELINSKI, JOSEPH A.	144		1,735.63
07/26/2014	PC	08/01/2014	18006	LEESE, MERRI C.	145		217.98
07/26/2014	PC	08/01/2014	18007	DOAN, GERARD P.	201		1,418.18
07/26/2014	PC	08/01/2014	18008	SHRIFT, PETER R.	203		1,187.18
07/26/2014	PC	08/01/2014	18009	SCHLAPPI, JAMES L.	204		1,132.50
07/26/2014	PC	08/01/2014	18010	UMULIS, MATTHEW T.	205		1,447.15
07/26/2014	PC	08/01/2014	18011	HANKINS, SCOTT A.	208		1,986.41
07/26/2014	PC	08/01/2014	18012	ORBAN, BARBARA K.	209		1,474.43
07/26/2014	PC	08/01/2014	18013	TRAEGER, JASON A.	210		1,552.37
07/26/2014	PC	08/01/2014	18014	WARNER, JANINE M.	213		1,184.73
07/26/2014	PC	08/01/2014	18015	EVANS JR, HALBERT K.	214		1,424.26
07/26/2014	PC	08/01/2014	18016	FLICKEMA, ANDREW M.	222		1,107.19
07/26/2014	PC	08/01/2014	18017	BINGHAM, LARRY E.	224		803.99
07/26/2014	PC	08/01/2014	18018	BRANDI, MAURA E.	236		463.75
07/26/2014	PC	08/01/2014	18019	VANLOO, JORDAN C.	239		615.23
07/26/2014	PC	08/01/2014	18020	ACHARYA, VARUN R.K.	242		314.81
07/26/2014	PC	08/01/2014	18021	IVAN, PAUL M.	301		1,694.28
07/26/2014	PC	08/01/2014	18022	SCHWARTZFISHER, JOS	303		1,287.75
07/26/2014	PC	08/01/2014	18023	ROLOFF, ROBERT P.	304		1,098.01
07/26/2014	PC	08/01/2014	18024	BRODIN, WILLIAM C.	305		1,128.78
07/26/2014	PC	08/01/2014	18025	RILEY, DENISE M.	306		592.83
07/26/2014	PC	08/01/2014	18026	TEUNIS, STEVEN L.	402		1,839.10
07/26/2014	PC	08/01/2014	18027	WURST, RANDALL W.	411		1,579.31
07/26/2014	PC	08/01/2014	18028	MAYER, SHELLEY L.	412		1,637.11
07/26/2014	PC	08/01/2014	18029	HILLING, NICHOLAS A.	413		1,460.37
07/26/2014	PC	08/01/2014	18030	MEIER III, CHARLES A.	421		1,372.15
07/26/2014	PC	08/01/2014	18031	ZACHARIAS, STEVEN B.	422		1,351.52
07/26/2014	PC	08/01/2014	18032	NISWANDER, JOSEPH F.	504		1,282.32
07/26/2014	PC	08/01/2014	18033	FRYE, EDWARD J.	508		958.86
07/26/2014	PC	08/01/2014	18034	JONES, TERRI L.	511		892.79
07/26/2014	PC	08/01/2014	18035	EATON, BRAD A.	515		1,626.46
07/26/2014	PC	08/01/2014	18036	WILSON, TIMOTHY J.	516		2,116.68
07/26/2014	PC	08/01/2014	18037	LAVOIE, RICHARD L.	519		1,418.11
07/26/2014	PC	08/01/2014	18038	STEVENS, BRANDON C.	521		1,304.30
07/26/2014	PC	08/01/2014	18039	DRAVES, MARTIN J.	523		2,042.84
07/26/2014	PC	08/01/2014	18040	ELLIOTT, PATRICK M.	600		1,732.18
07/26/2014	PC	08/01/2014	18041	WELLS JR., DONALD E.	609		1,844.55
07/26/2014	PC	08/01/2014	18042	BRADLEY, KELLY R.	614		1,317.22
07/26/2014	PC	08/01/2014	18043	WILSON, RICHARD J.	615		1,365.39
07/26/2014	PC	08/01/2014	18044	HART II, DELBERT W.	616		763.52
07/26/2014	PC	08/01/2014	18045	JONES, ROBERT F.	618		1,683.32
07/26/2014	PC	08/01/2014	18046	DORAN, JUSTIN J.	621		1,937.55
07/26/2014	PC	08/01/2014	18047	MARTINEZ, STANLEY A.	634		482.58
07/26/2014	PC	08/01/2014	18048	MANKER JR, DAVID W.	638		421.62
07/26/2014	PC	08/01/2014	18049	MANKER SR, DAVID W.	639		610.94

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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07/26/2014	PC	08/01/2014	18051	BECKER, MICHAEL S.	641		776.74
07/26/2014	PC	08/01/2014	18052	SHEPARD, ZACHARY N.	656		527.60
07/26/2014	PC	08/01/2014	18053	NICHOLS, RUSSELL N.	661		537.01
07/26/2014	PC	08/01/2014	18054	HAWKINS, JAMES S.	662		433.87
07/26/2014	PC	08/01/2014	18055	MCGHEE, ROBERT R.	663		1,022.25
07/26/2014	PC	08/01/2014	18056	STANTS, JACOB W.	664		502.17
07/26/2014	PC	08/01/2014	18057	BLOOMER, GABRIELLE J.	665		464.48
07/26/2014	PC	08/01/2014	18058	WILKIN, AMANDA J.	700		852.11
07/26/2014	PC	08/01/2014	18059	KLOOSTER, SUSAN E.	702		127.49
07/26/2014	PC	08/01/2014	18060	STEBE, LAURA A.	703		186.55
07/26/2014	PC	08/01/2014	18061	AMSTUTZ, LINDA J.	706		990.18
07/26/2014	PC	08/01/2014	18062	FAUST, DESIREA L.	716		629.20
07/26/2014	PC	08/01/2014	18063	FAUST, ERICKA N.	748		655.74
07/26/2014	PC	08/01/2014	18064	RUDOLPH, TRISTAN M.	757		586.08
07/26/2014	PC	08/01/2014	18065	GOLOVICH, SAWYER P.	759		479.99
07/26/2014	PC	08/01/2014	18066	WEBB, MICHAEL B.	773		293.30
07/26/2014	PC	08/01/2014	18067	ELLIOTT, ASHLIE D.	774		618.24
07/26/2014	PC	08/01/2014	18068	PARKER-DROST, HERO	775		480.73
07/26/2014	PC	08/01/2014	18069	HOLECHECK, JENNACA	777		511.42
07/26/2014	PC	08/01/2014	18070	WELLS, IVY L.	781		450.58
07/26/2014	PC	08/01/2014	18071	ROCKAFELLOW, SARAH	782		456.81
07/26/2014	PC	08/01/2014	18072	BRADLEY, PAIGE M.	786		172.24
07/26/2014	PC	08/01/2014	18073	HEID, THOMAS J	802		1,273.19
07/26/2014	PC	08/01/2014	18074	WESCOTT, DENNIS M.	828		231.84
07/26/2014	PC	08/01/2014	18075	STEIN, DONNA E.	830		363.77
07/26/2014	PC	08/01/2014	18076	RYPSTRA III, BART	852		166.94
07/26/2014	PC	08/01/2014	18077	MACLEOD, SAMUEL R.	857		365.95
07/26/2014	PC	08/01/2014	18078	STEIN, MARK G.	858		47.57
07/26/2014	PC	08/01/2014	18079	WOODY, SCOTT R.	900		1,549.81
07/26/2014	PC	08/01/2014	18080	VANLOO, JOSEPH G.	902		553.95
07/26/2014	PC	08/01/2014	18081	SEAMAN, HEATHER K.	913		911.23
07/26/2014	PC	08/01/2014	18082	TABER, HOLLY S.	924		398.40
07/26/2014	PC	08/01/2014	18083	WYMAN, MATTHEW A.	927		810.63
07/26/2014	PC	08/01/2014	18084	DRAVES, MICHAEL J.	928		611.57
07/26/2014	PC	08/01/2014	18085	SCHRADER, LOU ANN	929		500.57
07/26/2014	PC	08/01/2014	18086	SCHWAGER, EDWARD J.	930		719.65
07/26/2014	PC	08/01/2014	18087	HUESING, HENRY A.	931		321.46
07/26/2014	PC	08/01/2014	18088	RILEY, CASEY W.	1052		604.72
07/26/2014	PC	08/01/2014	110475	LALEWICZ, AMELIA	131		46.17
07/26/2014	PC	08/01/2014	110476	KLOOSTER, PATRICK H.	216		694.17
07/26/2014	PC	08/01/2014	110477	HUMBLE, NATHAN C.	219		945.74
07/26/2014	PC	08/01/2014	110478	BOSS, JOHN M.	232		681.31
07/26/2014	PC	08/01/2014	110479	LABELLE, DAVIS B.	234		424.01
07/26/2014	PC	08/01/2014	110480	KLINGER, LUCAS D.	235		298.77
07/26/2014	PC	08/01/2014	110481	SPEGELE, GREYSON H.	237		615.32
07/26/2014	PC	08/01/2014	110482	GLENNY, GRACE A.	241		727.59
07/26/2014	PC	08/01/2014	110483	GREYERBIEHL, KELLY M.	260		625.38
07/26/2014	PC	08/01/2014	110484	SWEM, DONALD L.	512		1,667.39
07/26/2014	PC	08/01/2014	110485	WHITLEY, ANDREW T.	522		1,443.85
07/26/2014	PC	08/01/2014	110486	MORRISON, KEVIN P.	601		1,315.37
07/26/2014	PC	08/01/2014	110487	HODGE, MICHAEL J.	606		1,371.05
07/26/2014	PC	08/01/2014	110488	JOHNSON, STEVEN P.	617		1,907.80
07/26/2014	PC	08/01/2014	110489	BISHAW, JAMES H.	633		687.20
07/26/2014	PC	08/01/2014	110490	HERRIMAN, COBY M.	654		515.81
07/26/2014	PC	08/01/2014	110491	COLE, STEVEN D.	657		545.14
07/26/2014	PC	08/01/2014	110492	HALL, CHASE D.	726		587.55

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/26/2014	PC	08/01/2014	110493	PETERS, MEGAN M.	738		575.91
07/26/2014	PC	08/01/2014	110494	ECKHARDT, LOGAN R.	761		554.29
07/26/2014	PC	08/01/2014	110495	CURTIS, DENNIS E.	831		929.73
07/26/2014	PC	08/01/2014	110496	BOOTHE, STEVEN A.	832		229.54
07/26/2014	PC	08/01/2014	110497	GRUNCH, RONALD J.	844		255.48
07/26/2014	PC	08/01/2014	110498	DURRENBERGER, LARR	846		246.14
07/26/2014	PC	08/01/2014	110499	DAVIS, RONALD L.	853		220.29
07/26/2014	PC	08/01/2014	110500	GILL, DAVID R.	856		905.29
07/26/2014	PC	08/01/2014	110501	TODD, RICHARD D.	859		327.66
07/26/2014	PC	08/01/2014	110502	BAGINSKI, JORDAN R.	918		691.99
Grand Totals:			<u>124</u>				<u>113,294.77</u>

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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
07/26/2014	08/01/2014	110503	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
07/26/2014	08/01/2014	110503	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
07/26/2014	08/01/2014	110504	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
07/26/2014	08/01/2014	110505	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 7/26/2	82.04
07/26/2014	08/01/2014	110506	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
07/26/2014	08/01/2014	110507	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	529.95
07/26/2014	08/01/2014	110508	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	546.29
07/26/2014	08/01/2014	110509	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
07/26/2014	08/01/2014	110510	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 7	382.00
07/26/2014	08/01/2014	110511	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,489.42
Grand Totals:		10				4,782.43

Check Number	Payee	Amount
08/05/2014		
110512	AIRGAS USA LLC	1,286.51
110513	ALL-PHASE ELECTRIC SUPPLY CO.	515.64
110514	AMERICAN WASTE INC.	2,329.30
110515	AMSTUTZ, LINDA	175.71
110516	AT YOUR SERVICE PLUS INC	115.00
110517	AT&T LONG DISTANCE	150.84
110518	AVFUEL CORPORATION	93,182.83
110519	B & L SOUND INC	417.22
110520	BELLEFONTAINE, SARA	67.89
110521	BELLEROC TIRE/GAYLORD	180.32
110522	BERG, REBECCA	50.00
110523	BIG LEAGUE LAWNS LLC	368.22
110524	BLACK PEARL PLATINUM BRAND	40.00
110525	BROWN, STEPHANIE	80.08
110526	BSN SPORTS INC.	72.98
110527	CARDINAL CARPET CLEANING	2,639.12
110528	CCI SOUTH LLC	339.50
110529	CENTRAL DRUG STORE	90.60
110530	CHAIN O' LAKES DISC GOLF CLUB	72.00
110531	CHARLEVOIX AGENCY	100.00
110532	CHARLEVOIX COUNTY NEWS	35.00
110533	CHARLEVOIX LIONS CLUB, THE	80.00
110534	CHARLEVOIX SCREEN MASTERS INC	2,627.73
110535	CHARLEVOIX TOWNSHIP	16.22
110536	CHARLEVOIX VENETIAN FESTIVAL	1,000.00
110537	CHEMICAL SYSTEMS INC.	1,872.00
110538	CITY OF CHARLEVOIX - UTILITIES	64,969.20
110539	COAST TO COAST COMPUTER	159.95
110540	COOK FAMILY FARMS	143.00
110541	DCASSESSING SERVICES	4,291.92
110542	DeROSIA, PATTY	41.00
110543	DHASELEER, CARL	79.00
110544	DISTRICT 21 SOFTBALL	100.00
110545	DOAN, GERARD	41.00
110546	DTE ENERGY	776.49
110547	DUERKSEN, RICK	75.00
110548	EARLS, JENNIFER	55.00
110549	ECONO SIGNS LLC	2,880.42
110550	EGGERS, BRYAN	25.00
110551	EJ USA INC.	869.40
110552	ELLIOTT, PATRICK M.	41.00
110553	ERNO, LEE	29.00
110554	ETNA SUPPLY	2,225.00
110555	EVANS, HAL	41.00
110556	FARMER WHITE'S	65.00
110557	FASTENAL COMPANY	77.50
110558	FISHER SCIENTIFIC	888.80
110559	FORBRIG, ADELE	150.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
110560	GALLS AN ARAMARK COMPANY	286.76
110561	GELDERBLOM, PAUL	50.00
110562	GERBER HOMEMADE SWEETS	15.00
110563	GOLDING, JOYCE	245.55
110564	GOLF ASSOCIATION OF MICHIGAN	417.00
110565	GORDON FOOD SERVICE	1,156.12
110566	GREAT LAKES PIPE & SUPPLY	623.37
110567	GRIFFIN BEVERAGE CO	57.18
110568	GUNTZVILLER, RHONDA	274.00
110569	HACH COMPANY	295.62
110570	HANKINS, SCOTT	41.00
110571	HARRELL'S	4,786.00
110572	HEID, THOMAS J.	41.00
110573	HERZOG ELECTRIC	299.68
110574	HI-LINE	582.86
110575	HOLIDAY COMPANIES	10,411.40
110576	HYDE SERVICES LLC	526.86
110577	IDEXX DISTRIBUTION INC.	1,194.85
110578	INDEPENDENT DRAFTING SERVICES	1,984.00
110579	IVAN, PAUL	41.00
110580	JOHN CROSS FISHERIES	79.00
110581	JOHNSON, KATHRYN	15.12
110582	KEIE, THOMAS	100.00
110583	KERSH, ELISHA	44.63
110584	KEWEENAW EXCURSIONS	160.00
110585	KING PAR LLC	100.61
110586	KIWANIS CLUB OF CHARLEVOIX	26.00
110587	KMart	127.56
110588	KORTHASE FLINN	238.90
110589	KSS ENTERPRISES	2,107.62
110590	KUSTOM SIGNALS INC.	236.94
110591	LAKESHORE TIRE & AUTO SERVICE	15.00
110592	LASER PRINTER TECHNOLOGIES	175.00
110593	LEESE, M. CHRIS	109.88
110594	LOTTIE'S BAGELS	78.00
110595	McSWEENEY, CORY	58.93
110596	MDC CONTRACTING LLC	15,110.70
110597	MICHIGAN MUSHROOM MARKET LLC	33.00
110598	MIDWEST GOLF & TURF	446.69
110599	MITCHELL GRAPHICS INC.	165.00
110600	MOSORYAK, JOHN MATTHEW	49.00
110601	MUNSON, DANIEL	51.83
110602	NETSOURCE ONE INC.	72.00
110603	NORTH COUNTRY CRITTERS	6.00
110604	NORTHERN SAFETY CO INC	29.94
110605	OLSON BZDOK & HOWARD	1,514.94
110606	OUDBIER INSTRUMENT CO	1,854.00
110607	PAPIERNIK, THOMAS & KATHRYN	3.63
110608	PARASTAR INC.	1,094.73

M = Manual Check, V = Void Check

Check Number	Payee	Amount
110609	PARSONS CENTENNIAL FARM LLC	96.00
110610	PEARSON, BETHANY	41.00
110611	PERFORMANCE ENGINEERS INC	3,850.00
110612	POND HILL FARM LLC	149.00
110613	POWER LINE SUPPLY	4,048.88
110614	PVS TECHNOLOGIES INC	6,230.24
110615	QUILL CORP	187.92
110616	RAMEY, PAUL	6.00
110617	RESIDEX LLC	197.25
110618	SEAMAN, HEATHER	41.00
110619	SEELEY'S PRINTING SERVICE	396.00
110620	SHINDORF BUILDERS	998.50
110621	SHORELINE POWER SERVICES INC.	1,083.45
110622	SIEGRIST, DAVID	18.00
110623	SIMONS, JOSEPH	75.00
110624	SMITH, LARRY & DIANE	235.00
110625	SPENCER, MICHAEL	41.00
110626	SPENCLEY, PATTI	26.88
110627	STANDARD ELECTRIC CO	2,506.08
110628	STITCH N' LIDS	139.50
110629	STOEL, SHIRLEY	75.00
110630	STRAEBEL, ROBERT J.	41.00
110631	STRIKER SUPPLY	400.00
110632	SUNDELIUS, HALI	49.97
110633	SWEM, DONALD L.	41.00
110634	TERMINAL SUPPLY CO	358.08
110635	TEUNIS, STEVEN	41.00
110636	TIME	50.96
110637	TIME EMERGENCY EQUIPMENT	694.95
110638	TOP QUALITY GLOVE	139.80
110639	TRUCK & TRAILER SPECIALTIES	4,175.86
110640	UEHLEIN, BOB	225.00
110641	UP NORTH PROPERTY SERVICES LL	5,040.00
110642	VILLAGE GRAPHICS INC.	17.40
110643	WARD BROTHERS BOATS INC	96.83
110644	WELLER, LINDA	41.00
110645	WEST SHORE FIRE INC	873.17
110646	WHITLEY, ANDREW	14.00
110647	WILKIN, AMANDA	41.00
110648	WILLIAMS, JENNIFER	40.00
110649	WINNELL, CHARLES	960.00
110650	WOODY, SCOTT	41.00
110651	WORK & PLAY SHOP	31.94
110652	WRIGHT, NATHAN	14.00
110653	YA YA'S NATURAL BAKERY	146.00
110654	ZIELINSKI, JOSEPH A.	41.00
Total 08/05/2014:		267,418.95

Check Number	Payee	Amount
07/21/2014		
72114001	MICHIGAN PUBLIC POWER AGENCY	36,538.76
Total 07/21/2014:		36,538.76
Grand Totals:		36,538.76

Check Number	Payee	Amount
07/24/2014		
72414001	NEOPOST INC	5,000.00
Total 07/24/2014:		5,000.00
Grand Totals:		5,000.00

Check Number	Payee	Amount
07/25/2014		
72514001	MICHIGAN PUBLIC POWER AGENCY	264,189.87
Total 07/25/2014:		264,189.87
Grand Totals:		264,189.87

Check Number	Payee	Amount
07/28/2014		
72814001	MICHIGAN PUBLIC POWER AGENCY	18,785.18
Total 07/28/2014:		18,785.18
Grand Totals:		18,785.18

Check Issue Date	Check Number	Payee	Amount
80114001			
08/01/2014	80114001	**EFTPS* Payroll Taxes	10,359.56
08/01/2014	80114001	**EFTPS* Payroll Taxes	10,359.56
08/01/2014	80114001	**EFTPS* Payroll Taxes	2,422.82
08/01/2014	80114001	**EFTPS* Payroll Taxes	2,422.82
08/01/2014	80114001	**EFTPS* Payroll Taxes	16,744.81
Total 80114001:			
	5		42,309.57
80114002			
08/01/2014	80114002	Alerus Financial	280.00
Total 80114002:			
	1		280.00
80114003			
08/01/2014	80114003	STATE OF MICHIGAN	6,105.50
Total 80114003:			
	1		6,105.50
80114004			
08/01/2014	80114004	Vantagepoint - 401 Plan 109153	728.06
Total 80114004:			
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80114005			
08/01/2014	80114005	Vantagepoint - 457 Plan 300959	5,130.67
08/01/2014	80114005	Vantagepoint - 457 Plan 300959	333.74
08/01/2014	80114005	Vantagepoint - 457 Plan 300959	1,820.62
08/01/2014	80114005	Vantagepoint - 457 Plan 300959	6,156.71
Total 80114005:			
	4		13,441.74
Grand Totals:			
	12		62,864.87

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Check Number	Payee	Amount
08/05/2014		
2382	CHARLEVOIX COUNTY TREASURER	197,283.99
2383	CHARLEVOIX COUNTY TREASURER	149.94
2384	CHARLEVOIX DISTRICT LIBRARY	24.82
2385	CHARLEVOIX PUBLIC SCHOOLS	288,692.49
2386	CHARLEVOIX PUBLIC SCHOOLS	50,178.01
2387	CHARLEVOIX PUBLIC SCHOOLS	3,695.28
2388	CHARLEVOIX PUBLIC SCHOOLS	23,107.42
2389	CITY OF CHARLEVOIX - TAXES DUE	112,566.27
2390	CITY OF CHARLEVOIX/DDA	293,964.97
2391	COHEN, AVERN	5.00
2392	RECREATIONAL AUTHORITY	4.42
Total 08/05/2014:		969,672.61
Grand Totals:		969,672.61

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Disc Golf Issues

DATE: August 4, 2014

PRESENTED BY: Rob Straebel

Amanda Wilkin

Ric Evans

ATTACHMENTS: 1. Disc Golf Map

2. Letters Regarding Disc Golf Course

BACKGROUND INFORMATION: A meeting was convened at Mt. McSauba on Tuesday, July 29. Attendees included Amanda Wilkin, Rob Straebel, Shirley Gibson, Lyle Gennett, Bo Boss, Ric Evans, and Dean Mikulski. All felt the two-hour meeting was productive. The group agreed that there were three issues that needed to be addressed: 1. safety; 2. erosion; and 3. alleged damage to Mt. McSauba buildings/lights as a result of the disc golf course.

After listening to the audio recording of the July 21, 2014 City Council meeting, I feel compelled to give my professional opinion. In my humble estimation, the comments at the meeting were inaccurate and exaggerated the severity of the issues. I readily admit that there are aspects of the course that need to be changed, but do not think the comments were a fair representation. I will leave it at that.

Nevertheless, in the meeting we came up with the following recommendations:

1. Safety

Of main concern were issues with disc golf holes in close proximity to camp activities. We agreed that certain holes (#13, #14, #16, #17, #18 and #19) would be closed during camp hours. Specific signage would be included on each of these holes to inform golfers of hole closures. I do think this is being overly cautious but a good compromise to minimize any conflicts.

A wooden fence will be built on backside of hole #2.

Basket for Hole #10 (adjacent to McSauba Road) will be moved closer to tee and away from the road.

2. Erosion

Erosion control measures need to be implemented on the following:

- ❖ There is a need to install steps on #4 long tee to control some minor erosion issues that are occurring;
- ❖ Path to short tee #5 needs erosion control work;
- ❖ #6 short tee needs better erosion mitigation;
- ❖ #10 Two areas of greatest concern. Long tee has been entirely removed until a better method of erosion control is developed. A split rail wooden fence will be installed in two areas on the foot path to stop golfers from taking a short cut to the short tee on #10.

Ric Evans will be addressing the erosion areas in next two to three weeks.

3. Damage

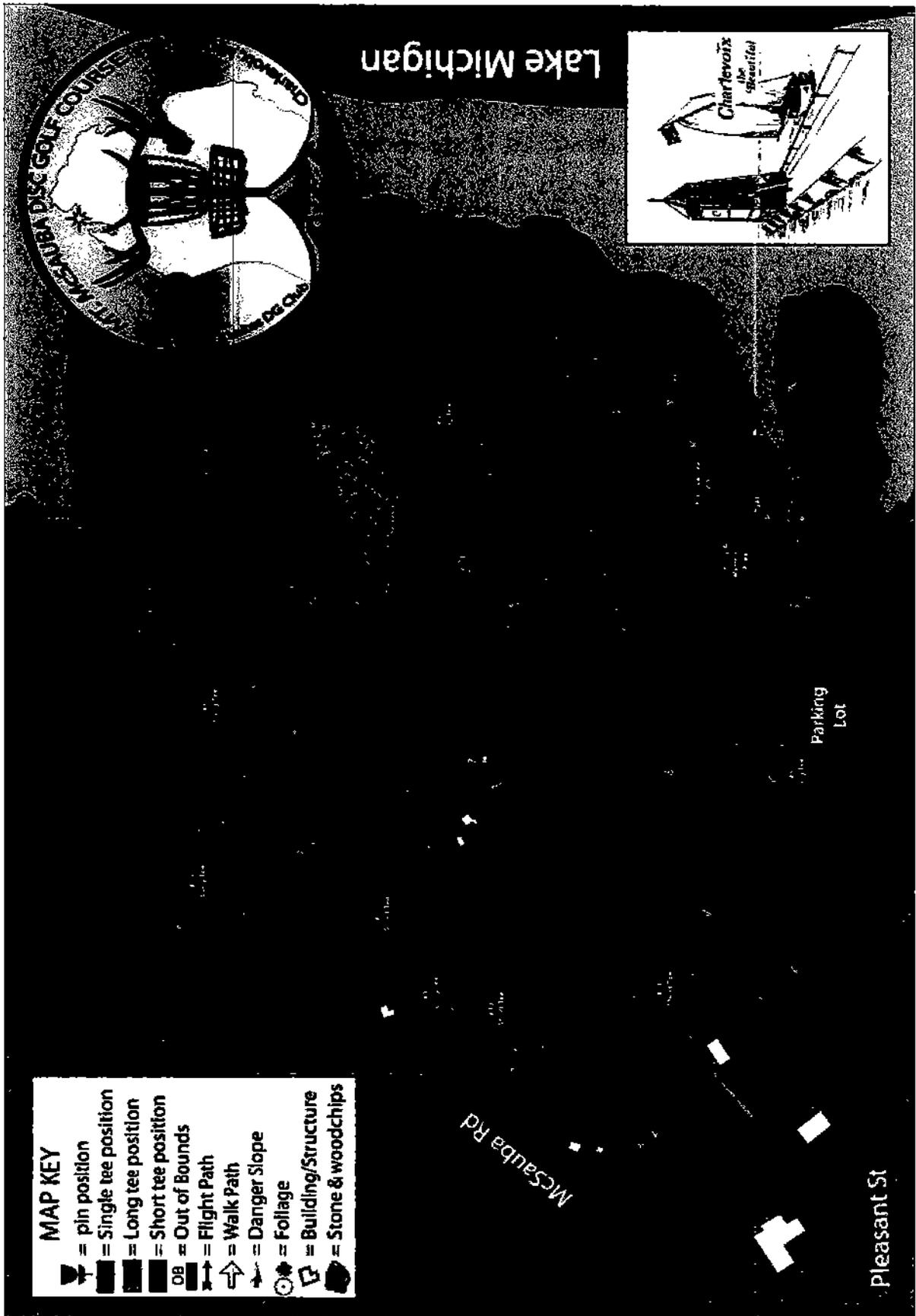
There was reference to damage to the lights over the ice skating rink. I spoke with the Electric Department on this and they stated there were 2-3 broken bulbs but nothing significant. It was stated in the meeting that all the covers on the lights were broken by disc golf players. The lights are old and we cannot determine the cause of the damage. Nonetheless, the lights will work fine for the skating rink without the protective covers. The lights have been taken down as of last week and will be reinstalled before ice skating season.

There are two broken windows (outer panes of two pane windows) that have been broken on the observation building at the top of the ski hill. The cause is unknown. It would take a pretty errant uphill throw to cause this damage with a disc.

Netting has been installed on the ice skating building and measures have been taken to protect a lift shack window.

Overall, the group thought these measures were a good compromise that allowed continuation of the disc golf activities, minimized any safety issues, and mitigated erosion issues. We will continue to monitor conditions at the disc golf course and will take any additional measures to promote safety, strong environmental stewardship and compatible recreational uses.

RECOMMENDATION: Discussion.



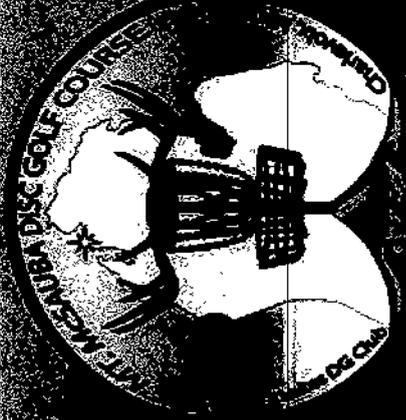
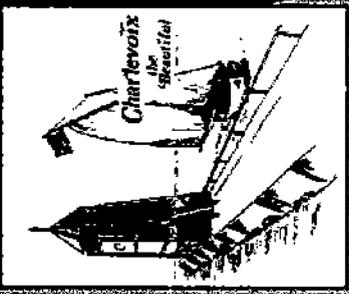
- MAP KEY**
- = pin position
 - = Single tee position
 - = Long tee position
 - = Short tee position
 - = Out of Bounds
 - = Flight Path
 - = Walk Path
 - = Danger Slope
 - = Foliage
 - = Building/Structure
 - = Stone & woodchips

Mcsauba Rd

Pleasant St

Parking Lot

Lake Michigan



Linda Weller

From: mreilly@kalsec.com
Sent: Wednesday, July 30, 2014 10:59 AM
To: Linda Weller
Subject: Save Disc Golf in Charlevoix

Hello,

I am a 44-year old disc golfer from Kalamazoo. I have played more than eighty courses in seven states and Canada. Disc golf for me and others is a healthy lifestyle that is compatible for everyone, and also affordable for everyone. This game has allowed me to improve my physical and mental health, and has done the same for many others.

I have recently heard the news that they are considering closing the course at Mt. McSauba. This would be a terrible mistake for Northern Michigan. The stereotypes that are thrown around of disc golfers are elitist and inaccurate. Also, many have put hours of volunteer work and money into making this course playable, particularly with the very nice and expensive cement tee pads. The potential dangers of disc golf are radically overstated, usually by prejudicial individuals with political motives. Please don't let a few haters ruin a great thing for Michigan disc golfers.

Sincerely,

Mark Reilly
<http://www.dgcoursereview.com/profile.php?id=2238>

Mark Reilly | Kalsec® | Associate Scientist

☎ p: 269.349.9711 ext. 3378 | f: 269.349.1178
Customer Service: 800.323.9320 | customerservice@kalsec.com



3713 West Main St. | Kalamazoo MI 49006 | www.kalsec.com

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Linda Weller

From: Michael Spencer
Sent: Wednesday, July 30, 2014 11:59 AM
To: Rob Straebel; Linda Weller
Subject: Facebook comments FYI

Nick Rockey

20 mins

Hey everyone. After last weeks city council meeting we need help! It did not go our way. Same neighbors still complaining. Please take a minute and drop the city council a positive note! What does disc golf mean to you? What has it done for you physical and mental health? What does it mean to your community? Whatever just keep it clean! Thanks everyone!

city manager - Robert Straebel
210 State St.
Charlevoix, Michigan.
49720

-OR-

mgr@cityofcharlevoix.org

Thanks everyone! Let's show them we are going to keep our course!

[Like](#) · [Share](#)

- [Seen by 3](#)



Zachary Michael My mother runs camp mcsauba and has no problem with disc golfers interfering with her camp or kids at the camp. One of the neighbors works for the city and is bashing the "mcsauba disc golf course" ran buy the city, which doesn't look good on the city's end. Since the course has been up I'm unaware of any incidents at the course. Parents and kids are playing. It's away to go out and have fun. The ppl against this have no clue what disc is about nor have tried to throw one or the etiquette that discers have. If there's a problem here... What about the city golf course which they hit golf balls over the highway? People or cars driving by could get hit?

5 mins · [Edited](#) · [Like](#)

Mike Spencer
City Planning Director
City of Charlevoix Office of Planning and Zoning.
210 State Street
Charlevoix, MI. 49720
[mspencer@cityofcharlevoix.org](mailto:m Spencer@cityofcharlevoix.org)
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Phone: 231-547-3265
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CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE:	Bridge Street Blooms Site Plan Review: (Project #2014-02SP)
MEETING DATE:	August 4, 2014
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 Bridge Street Blooms, a proposed 7440 square foot glass greenhouse at 1403 Bridge Street. This lot is zoned GC (General Commercial) and used to have a church which was removed some time ago. The applicant is proposing to use the existing parking lot for this development, which Staff and the Planning Commission are supportive of since it is in good condition, will provide safe transportation and parking, and there are no known storm water problems. The PC has unanimously recommended approval with 4 conditions.

Some of you may have read in the paper about disagreements concerning the landscaping plan and whether the plan met the requirements of the zoning ordinance. I was concerned about the content of the original plan and placement of landscaping features on the site. Based on these concerns the PC tabled the decision at the July 14th meeting. The applicant met with John Hess and I on July 17 to discuss revisions to the plan after a more thorough review was completed. The applicant has changed the plans that do a much better job of satisfying the intent and specific requirements of the zoning ordinance. Below is quick summary of the changes or issues.

- The existing cedar trees will not be counted as “credits.” At some point they intend on replacing this row along the north side with shrubs, or ornamental trees. (Not required by ordinance)
- The size of concrete sidewalk/outdoor display area in front of the building has been reduced from 26 feet wide to 20 feet wide reducing the hard space by about 650 square feet.
- Plantings around the front of the building cannot be done because these concrete areas are necessary for entry to the building. There are two garage doors on either side of

the main entrance that will be open for sunlight and customer entry to the building during the warmer months. This does not allow for green space or plantings around the front of the building, but the open door effect will allow you to see into the building.

- They have repositioned the two flower beds to be more symmetrical on either side of the main entrance. Each bed will have one ornamental tree and perennials.
- They intend to do flower beds around the sign even though they are not required. Please note they are not on the plans however.
- They are going to work with the Shade Tree Commission and pay for appropriate canopy trees that will be planted in the right of way.
- They have added 5 ornamental trees to the south of the building to be in a more public area.
- They are adding a canopy tree to the north of the entrance next to Flap Jack Shack.
- They have added a row of flower beds on the south side of the parking lot next to the pea gravel area.

With the amended landscaping plan and conditions of approval Staff and the Planning Commission are recommending approval. We feel this development will be an asset to the City and is a great infill opportunity on an existing vacant commercial lot. There has only been one public comment submitted for this development which is included in your packet. 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 2014-02 SP with 4 conditions.



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

PLANNING COMMISSION (PC) REPORT

AGENDA TITLE: Project 2014-02 SP: Bridge Street Blooms:
Site Plan Review

PUBLIC MEETING DATES: July 14, 2014 7:00PM and July 22, 2014 6:00 PM

- EXHIBITS:**
1. Site Plan Review application.
 2. Site Plan and Landscaping Plan provided by applicant.
 3. Public Comments received as of July 9, 2014
 4. City of Charlevoix Zoning Ordinance.

I. GENERAL INFORMATION:

Applicant/Developer: Chris and Mary Helstrom
121 C & O Club Drive
Charlevoix, MI 49720

Owner: Chris Helstrom

Requested Action: Construct a permanent commercial greenhouse to house a flower/horticulture business.

Zoning: GC – General Commercial

Project Location: 1403 Bridge Street

Project Site Size: Just under 1 Acre- 43,246 Square Feet

Existing Land Use: Vacant lot with a temporary/seasonal greenhouse containing a flower/horticulture business in the summer months.

Adjacent Land Uses: N Flap Jack Family Restaurant, Auto Value.
E Family Video (vacant), Office Building.
S Lakeshore Tire and Auto Services.
W Single Family Houses (1206 and 1210 State Street)

Adjacent Zoning: N GC – General Commercial
E GC – General Commercial
S GC – General Commercial
W R1 – Low Density Single Family Residential

PROJECT DESCRIPTION/LOCATION:

The applicant is requesting site plan approval for a development consisting of a permanent greenhouse to service a flower/horticulture business on the site, located at 1403 Bridge Street. The business is existing, but seasonal, and goes by the name Bridge Street Blooms.

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 shows the subject property to be a target location for infill development (pg. 21) and shows that a commercial use would be appropriate based on the future land use map. Due to this property being on a major entry way to town, building design and landscaping are very important.

PROPERTY ZONING HISTORY:

The Zoning Ordinance adopted in 1941 included a C-2 Commercial designation for this parcel. Under the 1978 Zoning Ordinance the subject parcel was maintained as a C-1 Community Service Commercial zoning designation. When the new Zoning Ordinance was adopted on August 5th, 2013 the parcel was zoned with a GC General Commercial zoning designation based on the past zoning designations and the characteristics of the area.

II. SITE PLAN REVIEW:

The following section is taken directly from the Section 5.120 (pg. 130) of the Zoning Ordinance. The PC must make findings of fact to determine if the proposal meets each of the following standards. The PC must find that this proposal meets all of the following standards based on findings of fact before considering a motion to approve or deny. Staff has written the following recommended findings of fact as a starting point. The PC may add, modify, or delete any of the following draft findings at the meeting. The draft findings are all bulleted and in *italics*.

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 GC General Commercial districts allow for large scale retail and service establishments along major corridors leading in and out of the City on larger lots.*
 - *The PC finds that the site plan proposal complies with Section 5.31 (pg. 30) of the Zoning Ordinance, which states that floral shops/florists and nursery/garden shops are uses by right in GC 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 GC zoning district must be 100 feet and 20,000 square feet, respectively. The measurements of the lot are 228 feet wide and approximately 43,930 square feet.*
 - *The PC finds that the site plan proposal complies with Section 5.32 (pg. 34) of the Zoning Ordinance which establishes the required building setbacks (15 feet in the front, 25 feet in the rear, 10 feet on sides) and maximum building height (26 feet) for buildings in a GC zoning district.*
 - *The PC finds that the water supply and sewage disposal facilities requirements of Section 5.77 (pg. 86) will be met if the conditions of approval 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.*
 - *Section 5.81(2)(l) (pg. 89) allows deviations from the landscaping requirements. The PC finds that the required buffer area along west property line does not meet the setback requirements of 10 feet adjacent to the R-1 Zone, however there are no know drainage or erosion problems, there is enough space for the required screen, and the asphalt is needed for the required parking spaces. Based on these conditions the applicant does not have to cut the asphalt to meet the 10 foot buffer. The Landscaping Plan included in the application has been amended and resubmitted on July 18, 2014 which includes changes that comply with the zoning ordinance. The PC finds that based on the type of business needing as much sunlight as possible and future plans for landscaping improvements the applicant may utilize ornamental trees in lieu of canopy tree requirements. Further, the applicant is permitted to plant the required canopy trees in the public right of way instead of on the property to improve the visual appearance of the area. The applicant is*

also planting a large number of perennials in three different flower beds and along the parking lot rather than meeting the buffer requirements for parking spaces along the rear property line. The rear property line will be buffered with 50 hydrangeas of varying varieties and 5 ornamental trees. Based on the new documentation the PC finds that since the amended plans meet the intent and satisfy the requirements of Section 5.81.

- *The PC finds that this property has an existing parking lot and service drive that was previously used by a church and the temporary Bridge Street Blooms business. Although this parking lot does not conform to the new requirements the lot is in good condition, provides enough spaces for the new development, and there are no known storm water management problems. Performance Engineers has completed the site plan and grading and drainage plan. Section 5.93 allows the PC to modify the parking requirements and standards. The current parking spaces to the north of the building do not meet the minimum space length requirements (20 feet) or the minimum maneuvering lane width (20) feet as required by Table 5.94(6), however the existing lot and space configuration has worked well without vehicular accidents and conforming to the new regulations would require additional hard space, which is unnecessary. The Police Chief was supportive of allowing the existing configuration without extending the length of the spaces or maneuvering lands. Pedestrian and vehicular safety can still be maintained with the existing lot. Based on these conditions the PC finds that the existing parking lot does not have to be retrofitted to include curb and gutters, additional hard space, islands, or other features.*
- *This site plan meets the minimum required parking spaces under Section 5.92(8) (pg. 103), which is 1 space per employee plus 1 space for every 300 sq. ft. of sales area. The PC finds that 40 spaces are necessary if the outdoor display area is included.*

(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 area and landscaping features will be implemented to minimize impact to adjacent single family lots. The development is located in an area that is already largely occupied by businesses on large lots, so the design is generally harmonious and not out of place. An adequate landscaping buffer or fence will be provided between the subject property and the residential lots bordering it to the west.*

(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 Bridge Street. The access points already exist and will not affect traffic in the area in a negative way. The access drive on the south side of the development is only 10 feet wide and is not a sufficient width to accommodate outbound and inbound traffic, nor are the curb cuts designed for that. Patron's unfamiliar with this business location may assume this service drive is also a point of entry which could create problems if a vehicle is exiting the property and there is not sufficient room to enter the property. Based on this finding, Staff recommends a sign be placed in this location stating "Exit Only" and the service drive should indicate one way arrows on the pavement. The Police Chief agrees with this recommendation and approved the access points and internal vehicular and pedestrian circulation routes. See Conditions of Approval.*

(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 a perforated pipe, retention area and pea stone area. There are no known runoff problems associated with the existing parking lot.*

(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 if the conditions of approval are met the development will meet 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 if the conditions of approval are met 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 the applicant has stated in an email that the parking lot will not be lit and there is no indication of building lighting in the application. The planning commission finds that this standard has been met and if any lighting is*

proposed in the future on the building or parking lot it shall utilize down lighting techniques and motion sensing lights are encouraged. This does not apply to necessary lighting of the American Flag proposed for the flagpole on the southeast side of the building. See Conditions of Approval.

(f) UTILITY SERVICE.

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

- *The PC finds that Bridge Street Blooms will utilize city utilities (water, sewer and electric), and that any new utilities 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 will have outdoor storage of plants, shrubs, and other associated products. The PC finds that these products improve the esthetic appearance of the property and therefore they do not have to be screened.*

(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 provided any recommendations or conditions are met by the applicant.*

(i) WATER AND SEWER.

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

- *The PC finds that if the applicant follows all recommendations and conditions outlined by the Public Works Superintendent or other City Staff or authorized agent, then this standard is met.*

(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 is an existing sign identifying the business that is to remain in use. The existing sign meets the size and height requirements of Article 11, Signs (pg. 111).*

III. CONDITIONS OF APPROVAL:

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.
Condition 1: The applicant shall meet with the DPW Superintendent and Treasurer to ensure any utility connections are properly installed and financed by the applicant, if applicable.
Condition 2: Once utility locations are determined they shall be added to the site plan and provided to the Office of Planning and Zoning.
- (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.
Condition 3: Except for the American Flag proposed, any future parking lot or exterior building lights shall be down lit and meet the requirements of this ordinance.
- (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.
Condition 4: The applicant shall provide a performance guarantee or letter of credit for any landscaping features that are not yet planted prior to occupancy of the building.
- (7) Ensure compatibility with other uses of land in the vicinity.

IV. PC Recommendation to City Council:

Motion to approve Project 2014-02 SP with conditions, based on specific findings of fact that prove the project does meet the review standards in 5.120 and 5.47(3).

Motion passed 7-0



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

LEVEL B SITE PLAN APPLICATION

Mary Helstrom
Chris Helstrom

Applicant

1403 Bridge St.

Address of subject property

121 Canal Club Dr. Charlevoix, MI 49720

Address (City/State/Zip)

Property Owner Name (If different than applicant)

121 Canal Club Dr. Charlevoix, MI 49720

Property Owner Address (City/State/Zip) (If different than address of subject property)

Property Owner Phone
(331) 675-0081

Email
chelst@yahco.com

Agent Phone
() - - - - -

Email

Zoning of subject property: commercial

Tax ID: 15-052-335-005-00

Current use of property: temporary greenhouse

Proposed use: permanent greenhouse

Dimensions of parcel: _____

Parcel size: 43,246 (Square feet)

Please describe the type of construction proposed:

Nexus glass/polycarbonate greenhouse

Dimensions of proposed construction excluding eaves: 72x100

Total square footage of proposed construction: 7440

Height of proposed construction to the top of the roof: 17'

Height of proposed construction to the midpoint of the roof for gabled roof: 17'

Roof Type: Gable, Hip, Gambrel, Mansard, Flat. Other: _____

AFFIDAVIT

I the undersigned, do hereby make application to the City of Charlevoix for approval of the attached Site Plan which has been drawn in accordance with the City of Charlevoix Zoning Ordinance. I certify that the property owner has authorized the proposed work, and that I have been empowered by the owner to make this application as his/her selected agent. I agree the statements made in the above application and associated documents are true, and if found not to be true, the approval of the site plan may be void. I also agree to comply with the conditions and regulations required by the approved development plan. Further, I agree that if the site plan is approved, it is approved with the understanding that the individual(s) or organization(s) applying for that site plan (or those individual(s) or organization(s) represented by the applicant) will comply with all applicable sections of the City of Charlevoix Zoning Ordinance. For purposes of site inspection, I also agree to notify the City of Charlevoix Zoning Administrator when locations of lot lines and proposed structures are located and staked on the ground. I also agree to give permission for officials of the City of Charlevoix, the County, and the State of Michigan to enter the property subject to this permit application for purposes of inspection. I understand that the City may impose conditions of approval and that the conditions must be met by the specific times as defined in the Decision and Order. Finally, I understand that this is a site plan application, and if approved, cannot be implemented until applicant has applied for and the City has issued a zoning permit.

Property Owner Signature or Agent:  Date: 2/23/14

THIS SECTION FOR OFFICE USE ONLY

Zoning District: GC Project #: 2014-02 SP

Receipt Number: 1464300 Approved: Denied:

Lot Coverage Calculations: Existing: _____
Proposed: _____
Total: _____
Lot Size: _____ Percentage: _____

Staff findings or notes: _____

Zoning Administrator Signature: _____ Date: _____

BRIDGE STREET BLOOMS

1403 BRIDGE STREET
 CHARLEVOIX, MI 49720

OWNER: CHRISTOPHER HILSTROM

LANDSCAPE PLAN

FRONTAGE AREA LANDSCAPE

REQUIREMENTS FOR EXIST. LOT OF 2.0 ACRES
 3 CANOPY TREES AND 1 UMBRELLA OR 2 UMBRELLA TREES.
 THEREFORE 100' MIN. OF PROXIMITY TO THE REQUIRED TREES ARE:
 - 7 CANOPY & 3 UMBRELLA TREES
 - OR 5 UMBRELLA TREES
 TREES SUPPLIED:
 4 CANOPY TREES & 2 UMBRELLA TREES
 - SEE TREES ON PLAN 1 THROUGH 11

PARKING AREA LANDSCAPE

REQUIREMENTS FOR PARKING LOT AREA
 1 CANOPY TREE FOR EVERY 12 PARKING SPACES
 THEREFORE FOR 40 PARKING SPACES THE REQUIRED TREES ARE:
 - 4 CANOPY TREES
 TREES SUPPLIED:
 TREES INDICATED A THROUGH D ON PLAN

BUFFER AREA LANDSCAPE

REQUIREMENTS FOR BUFFER AREA ALONG BRIDGE STREET (RESIDENTIAL)
 1 CANOPY TREE FOR EVERY 10' OF BUFFER AREA
 AND 12 SHRUBS FOR EVERY 50' LENGTH OF BUFFER AREA
 THEREFORE FOR 230' BUFFER AREA THE REQUIRED TREES ARE:
 23 CANOPY TREES & 516 SHRUBS
 (230/10) = 23 TREES & (516/12) = 43 SHRUBS
 TREES SUPPLIED:
 ONE - CANOPY TREES PLANTING CRAG
 ONE - CANOPY TREES PLANTING CRAG
 ONE - RED JAC
 ONE - RED JAC
 SHRUBS SUPPLIED:
 PART ONE - UNBLENDED

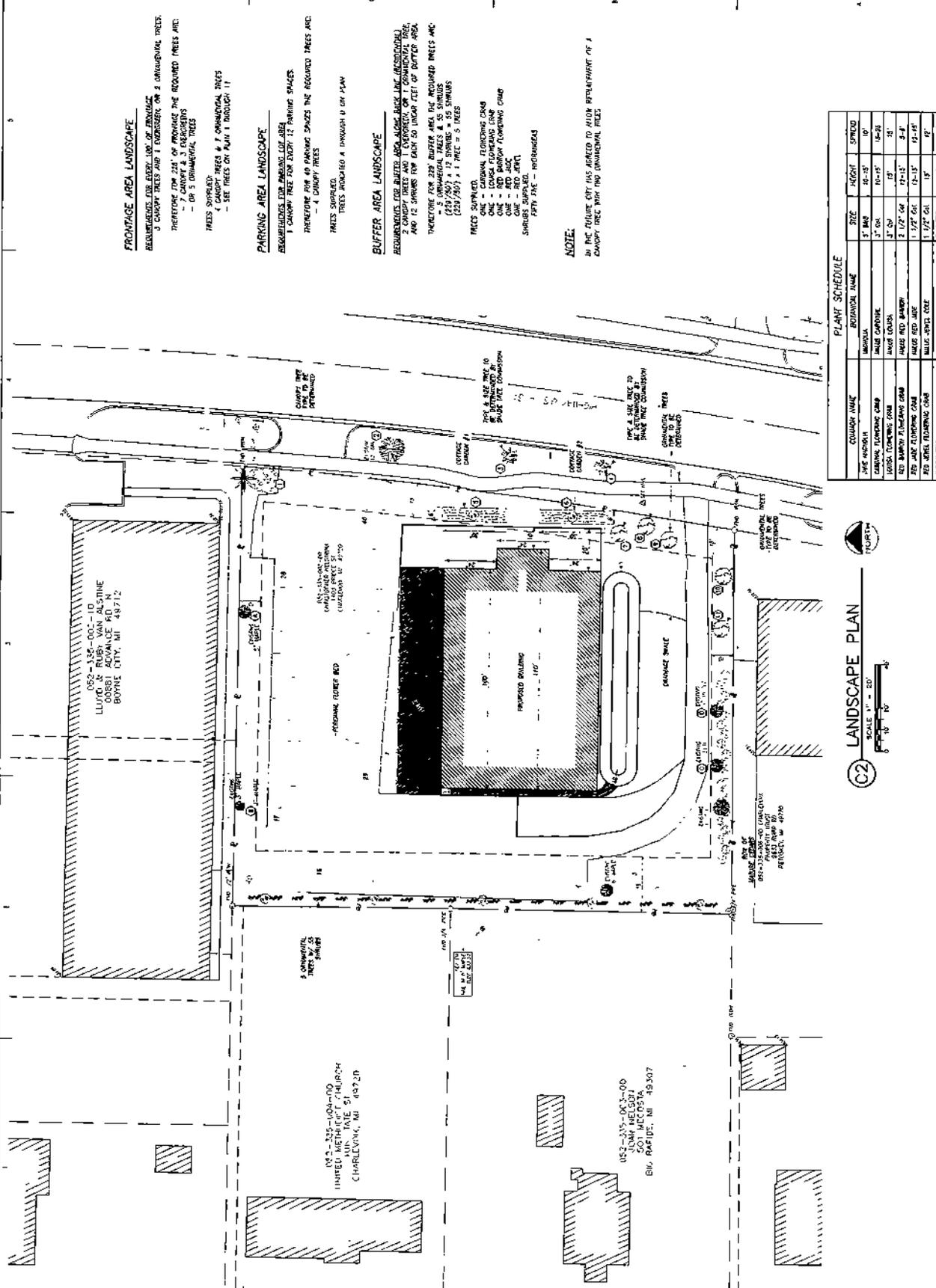
NOTE:

IN THE FUTURE CITY HAS AGREED TO ALLOW REFRAINMENT OF A CANOPY TREE WITH THE UMBRELLA TREES

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	SIZE	HEIGHT	SPREAD
AME HYDRANT	FRAXINUS	1" DIA	10-15'	10'
CANOPY TREES PLANTING CRAG	QUERCUS	3" DIA	10-15'	6-8'
UMBRELLA TREES	QUERCUS	3" DIA	15'	15'
RED JAC	QUERCUS	1 1/2" DIA	12-15'	8-10'
RED JAC	QUERCUS	1 1/2" DIA	12-15'	8-10'
SHRUBS	QUERCUS	3" DIA	15'	15'

SEE PLAN FOR PLANTING CRAGS



C2 LANDSCAPE PLAN

SCALE: 1/4" = 1'-0"

Hello,

Subject: One acre Lot Bridge Street Blooms

Requirements:

Frontage Based on 225'
7 canopy trees and 3 Evergreens

Buffer Area
5 Ornamentals and 55 Shrubs

Parking Lot
4 Canopy

Totals
11 Canopy
3 Evergreen
5 Ornamental trees
55 Shrubs

What we currently have
9 Canopy Trees
84 Cedar trees
3 Arborvitae
14 very mature shrubs

Additional we will provide
59 Hydrangea Bushes
10 Ornamental trees
440 perennials in 150' of new beds
4 rhododendron bushes
2 azalea bushes
2 lilac bushes

Bed 1

Cottage Garden

6' x 30'

Ornamental tree

Jane Magnolia (will grow to 10-15')

Shrubs

Hydrangea (2)

Rhododendron (2)

Azalea (2)

Perennials (100) 5 of Each

Bellflower

Columbine

Corral bells

Daisy

Dames Rocket

Delphinium

Dianthus

Foxglove

Hollyhock

Iris

Lavender

Ladys mantle

Peony

Perenial Geranium

Phlox

Sweet William

Violet

Larkspur

Butterfly weed

Aster

Rose of Sharon

Bed 2

Butterfly and Hummingbird Garden

6' x 30'

Ornamental Tree

Jane Magnolia (will grow to 10-20')

Shrubs

Hydrangea (2)

Lilac (2)

Rhododendron (2)

Perennials (100) 5 of each

Coneflower

Anise hysup

Hollyhock

Flowering onion

Columbine

Aster

Butterfly bush

Turtlehead

Tickweed

Dames Rocket

Coral bells

Knypobia

Liatriis

Malva

Monarda

Rudbeckia

Scabiosa

Heliopsis

Lavender

Iris

Buffer Zone

Hydrangeas (5 of Each) Ornamental tree every 10

Hydrangeas

Bluebird 4-6'

Blushing Bride 3-6'

The original 3-5'

Twist and shout 3-5'

Incrediball 4-5'

Light o day 3-5'

Little lime 3-5'

Pink Beauty 4'

Tickled pink 4-5'

Vanilla strawberyy 6-7'

White diamonds 4'

Ornamental Trees

Cardinal flowering crab 10-15'

Louisa flowering crab 15'

Red Barron flowering crab 12-15'

Red Jade 12-15'

Red Jewel 15'

Mike,

The following of things we will provide or agree to as part of our approval of site plan.

- If at some point a dumpster is needed we will provide adequate screening as determined by ordinance.
- When site is done we will provide an “as built” so that all utilities are identified.
- We have agreed that now and in the future 1 canopy tree will be equal to 1 ornamental tree. This was agreed as we need shorter trees that do not shade the greenhouse and due to our desire to have flowering trees that beautify the lot.
- Additional parking on plan though approved will be done when we determine the need.
- We will provide a letter of credit for any landscaping that is not accomplished this fall and needs to be done in spring.

In addition to meeting all ordinances and requirements we are also:

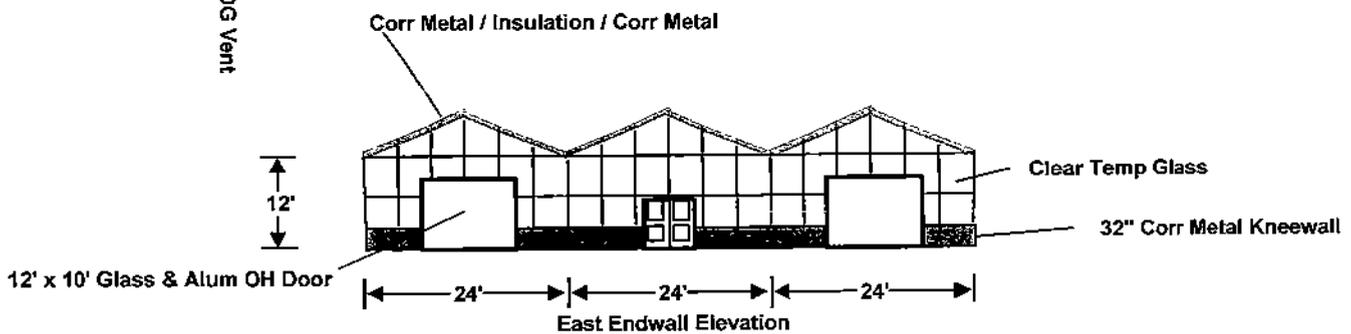
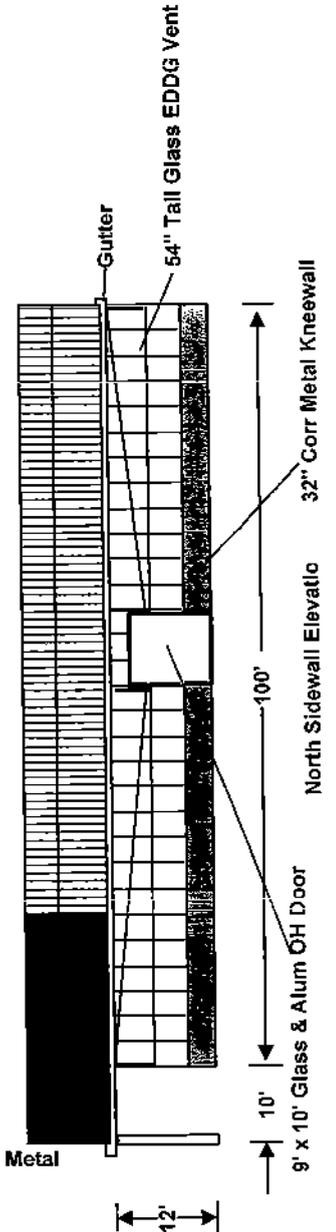
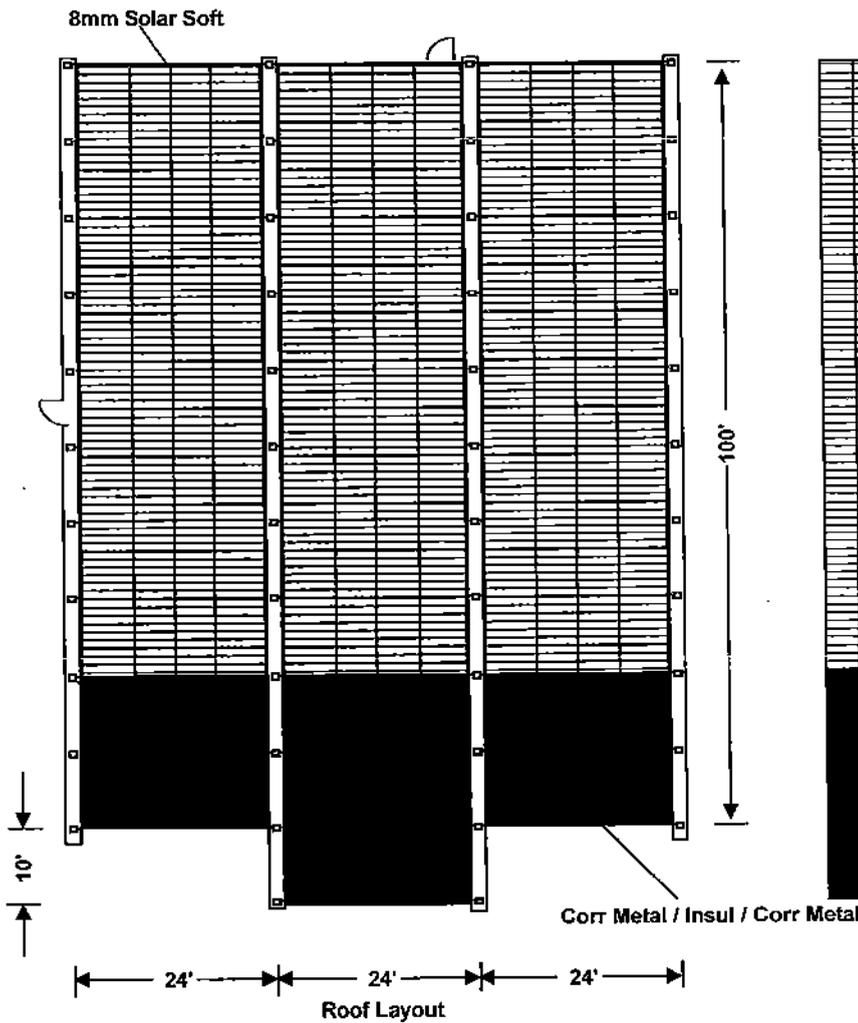
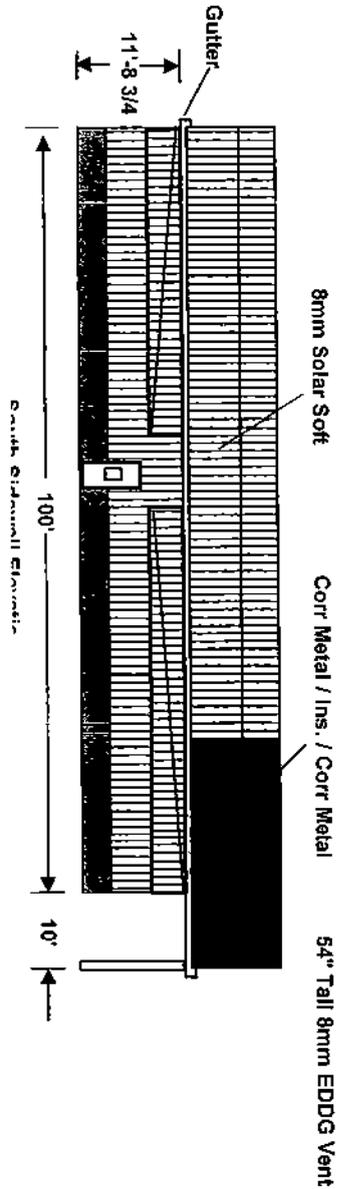
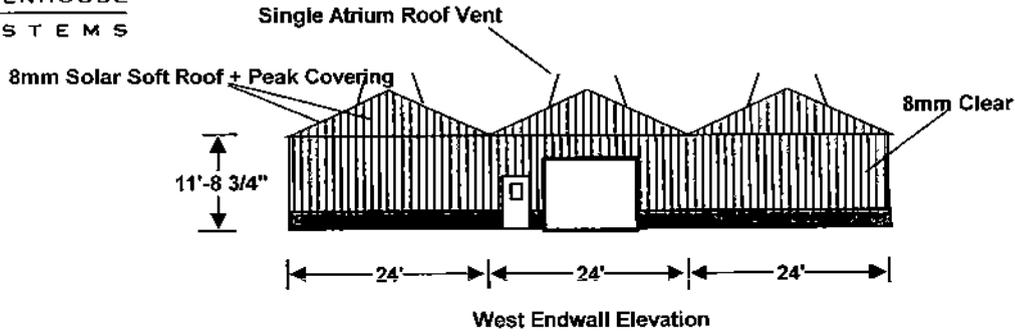
- Having to 6' x 30' Perennial beds with a mix of shrubs and flowering perennials that should give 5 months of color from spring thru fall.
- Putting a perennial bed around our sign to beautify and help with screening of the parking lot.
- Putting perennials under post and rail to beautify and help with screening of the parking lot.

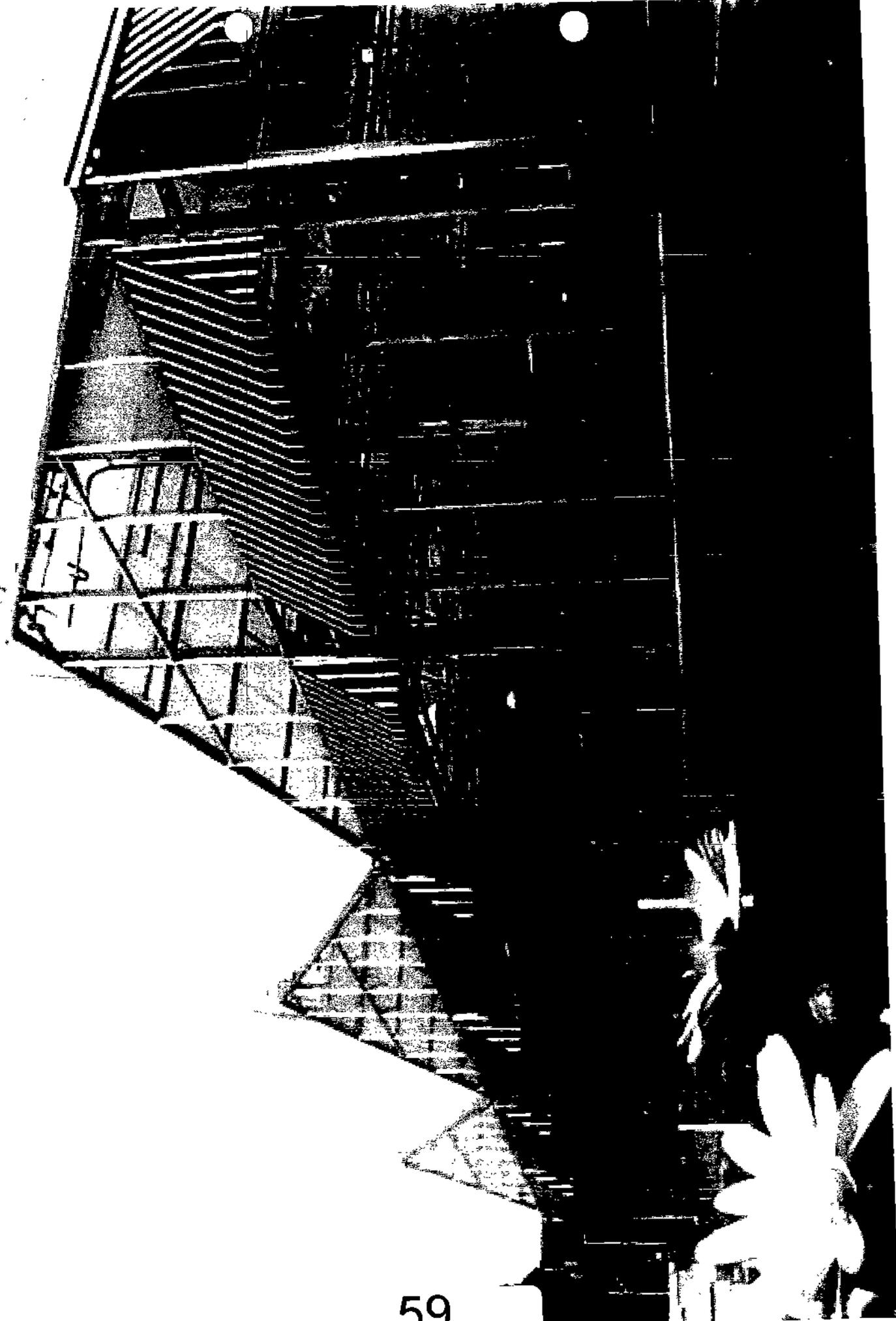
In the future it is our desire to improve the north and south end of the parking lots where cedars are located. We agree that if cedars are removed that they will be replaced with a mix of ornamental trees at agreed upon ratio to trees we took credit for, flowering shrubs and perennials.

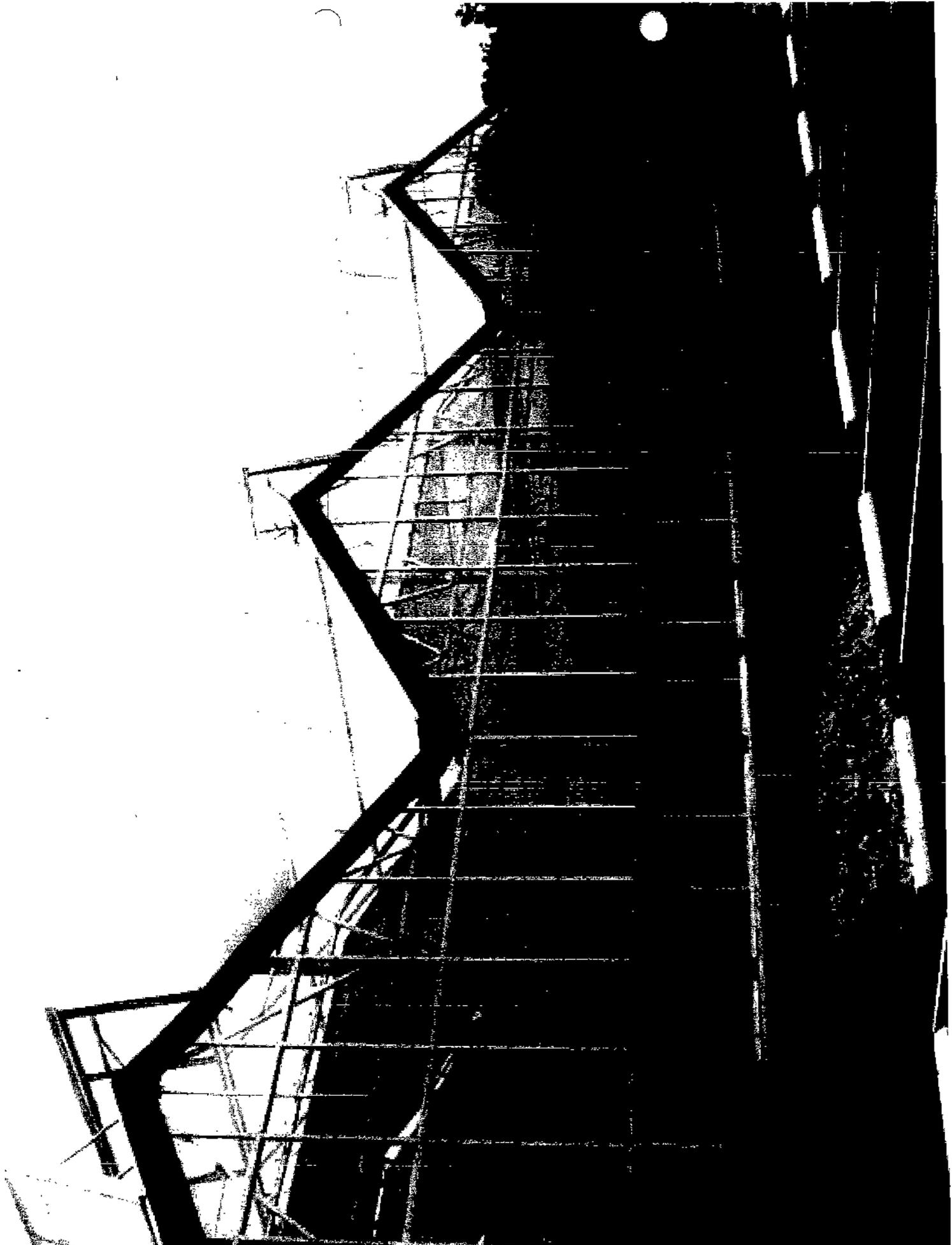
Thanks for your time and help making this a beautiful project that will benefit Charlevoix in so many ways.

Warmly,

Chris Helstrom







60

EXHIBIT 3

City Planning Commission

6-28-2014

Re: 2014-02SP

Bridge Street Blossoms

Dear City Planning Commission,

I own 1203 State Street and have no objections to the new building as proposed.

I also feel it will be a drastic improvement to the temporary structure that is currently constructed each spring.

I think it will be a definite improvement to the neighborhood as well as the community.

Thank You, Ron Way

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Replacement and reconfiguration of projector and screen.

DATE: August 4, 2014

PRESENTED BY: Mike Spencer

BACKGROUND INFORMATION:

As some of you may have noticed the display on the screen when doing presentations has interference, which affects the screen resolution and causes flashing to occur. We have had several techs look at this problem and the outcome is the need for a new projector. The existing projector is over 10 years old and apparently trying to fix it would cost thousands of dollars and this does not guarantee the problem will go away.

The other problem, in my opinion, is the location of the existing screen. Many of details needed to be seen on the screen require individuals at the dais to turn completely around during the presentation. If the screen were moved to the south wall our elected and appointed officials could more easily view the screen and the audience could still be able to see it clearly. (South wall is the side with windows and is opposite the podium.) The original design was intended for Council to see presentations on the TV that comes down from the ceiling but the screen is not large enough to see the level of detail needed. The existing screen could be re-wired and moved over to the south wall without having to purchase a new motor system and screen. This option was discussed at the staff meeting and everyone generally agreed this would be a better way to display presentations, which are becoming more and more common at our meetings. We use this screen for almost every Planning Commission meeting, for example.

We have bids coming in for both the new projector and moving the screen to the south wall. The first bid we received from Buday's Sound Advice is just over \$4100. We expect another bid by Friday of this week.

RECOMMENDATION:

Staff is seeking council input and approval for the relocation of the screen to the south wall.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE:	Consideration to Approve a MDOT Contract for State Street Funding
DATE:	August 4, 2014
PRESENTED BY:	Rob Straebel
ATTACHMENTS:	1. Cover letter dated July 14 2. MDOT Resolution 3. MDOT Contract Number 14-5398

BACKGROUND INFORMATION: The City will be receiving bids for the State Street project on Friday, August 1, 2014. The late Winter/early Spring, 2015 project includes an estimated \$450,200 in Surface Transportation Program (STP) grant funds. Total estimated project costs are \$893,300 with the City's portion of the project estimated at \$443,100. Please note that these are engineer's estimates. Staff will have the final bid numbers for City Council at the August 4 City Council meeting. According to MDOT officials, grant funding for final eligible project costs will be on an 80% State/20% City ratio.

Grant funding will pay 80% of the following costs:

- ❖ Hot asphalt mix along State Street from Hurlbut Avenue to Clinton Street;
- ❖ Storm sewer;
- ❖ Concrete curb and gutter;
- ❖ Sidewalk ramp work.

The City will be responsible for 100% of the costs associated with the following:

- ❖ Underground utilities including water and sewer mains;
- ❖ Tree planting;
- ❖ Brick pavers;
- ❖ Retaining walls;
- ❖ Conduit work.

The City will need to encumber some of the grant funds by March, 2015 which Staff believes is completely feasible.

A copy of the contract has been forwarded to City Attorney Scott Howard for his review.

RECOMMENDATION: Motion to Approve Resolution 2014-08-___, A Resolution for Execution of an MDOT Contract for Grant Funding on State Street.

Motion by _____, seconded by _____, to approve Resolution 2014-08-XX, as follows:

RESOLUTION No. 2014-08-XX
EXECUTION OF MDOT AGREEMENT
(MDOT Contract No. 14-5398)

WHEREAS, a grant has been received from the Michigan Department of Transportation for the 2015 Infrastructure Improvements - State Street Phase 1 Intersection; and

WHEREAS, the project is being funded with Federal monies; and

WHEREAS, the eligible project costs include hot mix asphalt paving work along State Street from Hurlbut Avenue northerly to Clinton Street. Eligible costs also include storm sewer, concrete curb and gutter, and sidewalk ramp work; and

WHEREAS, the City will be responsible for all costs associated with any water main, sanitary sewer, tree planting, brick pavers, retaining walls and conduit work along State Street from Hurlbut to Clinton Street.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHARLEVOIX CITY COUNCIL, hereby approves MDOT contract number 14-5398 and authorizes Mayor Norman L. Carlson, Jr. to sign the contract.

RESOLVED, this ____ day of August, 2014, A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

July 14, 2014

Ms. Joyce Golding, City Clerk
City of Charlevoix
210 State Street, Main Floor
Charlevoix, Michigan 49720

Dear Ms. Golding:

RE: MDOT Contract Number: 14-5398
Control Section: STL 15029
Job Number: 123403A

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

- _____ **Do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.
- _____ **Secure the necessary signatures on the enclosed contracts.**
- _____ **Include two (2) certified resolutions.** The resolution should specifically name the officials who are authorized to sign the contract and include the contract number.
- _____ **Return the original and copy of the contract to:**

Attention: Kathy J. Fulton
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, the contracts need to be returned within 35 days from the date of this letter. A copy of the executed contract will be forwarded to you.

If you have any questions, please feel free to contact me at fultonk@michigan.gov or (517) 373-4161.

Sincerely,

Kathy J. Fulton
Contract Monitoring/Reporting Technician
Development Services Division

Enclosure

STP

DA

Control Section	STL 15029
Job Number	123403A
Project	STP 1415(006)
Federal Item No.	RR 8831
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5398

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLEVOIX, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Charlevoix, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 16, 2014, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt paving work along State Street from Hurlbut Avenue northerly to Clinton Street; including storm sewer, concrete curb and gutter, and sidewalk ramp work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, sanitary sewer, tree planting, brick pavers, retaining wall, and conduit work along State Street from Hurlbut Avenue northerly to Clinton Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

09/06/90 STP.FOR 6/16/14

1

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the

DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF CHARLEVOIX

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:

[Signature]
Administrator
Real Estate

7/11/2014
Date

June 16, 2014

EXHIBIT I

CONTROL SECTION STL 15029
JOB NUMBER 123403A
PROJECT STP 1415(006)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$562,700	\$330,600	\$893,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$562,700	\$330,600	\$893,300
Less Federal Funds	<u>\$450,200</u>	<u>\$ -0-</u>	<u>\$450,200</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$112,500	\$330,600	\$443,100

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

1

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Mayoral Appointment to the Historic District Commission

DATE: August 4, 2014

PRESENTED BY: Joyce M. Golding, City Clerk

ATTACHMENTS: Application for Volunteer Boards & Advisory Committees: David Miles

BACKGROUND INFORMATION:

David Miles has expressed interest in being appointed to the Historic District Commission to fill a vacancy. The vacancy is for a three-year term and is made by Mayoral recommendation and Council approval. The Historic District Commission is favor of this recommendation.

RECOMMENDATION:

Motion to appoint David Miles to the Historic District Commission for a three-year term expiring June 2017.

City of Charlevoix

Application for Volunteer Boards and Advisory Committees

Date: 7/24/2014

- Planning Commission
- Historic District Commission
- Main Street Program
- Board of Review
- Downtown Development Authority
- Zoning Board of Appeals
- Shade Tree Commission
- Historic District Study
- Housing Commission
- Compensation Commission
- No Preference

Name: DAVID L. MILES

Address: 109 PARK AVENUE

Phone: HOME 547-6736 Cell Phone: ~~547-6736~~ WORK: DAVID @ CAX.HISTORY.COM OR Email: MILES.DAVID@ATT.NET

Business Phone: 547-~~6736~~⁰³⁷³ May we call you there? YES

Describe the reasons you are interested in this position: I FEEL THAT THE KNOWLEDGE & EXPERIENCE I'VE GAINED FROM MY YEARS AT THE CHARLEVOIX HISTORICAL SOCIETY MIGHT BE ABLE TO ASSIST IN THE ESTABLISHMENT OF HISTORIC DISTRICTS.

Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

Occupation: CO-DIRECTOR, HARSHA HOUSE MUSEUM, CAX.HIST.SOCIETY
Education: M.A. UNIV. OF MICHIGAN
Experience: 17 YRS. WORKING FOR CAX. HISTORICAL SOCIETY
(Please attach a detailed resume if desired)

Have you served on any previous boards or in any governmental positions in the past: If yes, please explain:

Are you available for night meetings? YES Daytime meetings? MON, TUES, MORNINGS TR 11

Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed position? If yes, please explain:

If a conflict of interest arose for you, how would you deal with it as an appointed member of this board?

Please return this application to the City of Charlevoix Offices. It can be returned in person, by mail to 210 State Street, Charlevoix, MI 49720, by fax to 231.547.3617 or by email to mgr@cityofcharlevoix.org