AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, October 6, 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 – September 15, 2014	**PG 1-16**
B.	City Council Special Meeting Minutes - September 24, 2014	**PG 17-18**
C.	Accounts Payable Check Registers & Payroll Check Registers	**PG 19-35**

V. Public Hearings

VI. Reports

VII. Requests, Petitions and Communications and Actions Thereon

A.	Electric Department Safety Meeting Agreement	**PG 36-39**
B.	Consideration to Approve an Amendment to the City of Charlevoix and Army Corps of Engineers (ACE) Management/Operations Agreement	**PG 40-42**
C.	Update on the DDA's Downtown Public Mural	**PG 43-58**
D.	Consideration to Approve New Recreation Assistant Job Description	**PG 59-61**
E.	Consideration to Approve State Disaster Contingency Fund Grant (Section 19) Resolution	**PG 62–63**
F.	Consideration to Approve Seventh Amendment to the City Manager's Contract	**PG 64-70**
G.	Discussion Regarding Hiring a Professional Facilitator to Develop a Strategic Plan/City Goals	**PG 71-85**

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

A.	Public Hearing on the Amendment of the Airport Layout Plan (ALP)	**PG 86-88**

IX. Resolutions

A.	Consideration to Approve State Disaster Contingency Fund Grant (Section 19) Resolution	**PG 63**

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 October 2, 2014 4:00 p.m..

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, September 15, 2014 – 7:00 p. m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

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

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor:	Norman L. Carlson Jr.
City Manager:	Linda Weller, Acting City Manager
City Attorney:	Scott Howard
City Clerk:	Joyce Golding
Members Present:	Councilmembers Peggy Brennan, Shane Cole, Shirley Gibson, Lyle Gennett and Leon Perron
Absent:	Councilmember Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest
None.

IV. Consent Agenda
The following items were approved and filed:
A. Approval of Minutes – September 2, 2014 Regular Meeting Minutes approved with correction
B. Accounts Payable Check Register – September 16, 2014
C. ACH Payments – September 2, 2014 – September 12, 2014
D. Tax Disbursement – September 16, 2014
E. Payroll Check Register – September 12, 2014
F. Payroll Transmittal – September 12, 2014
G. Standing Historic District Study Committee Resignation – Robert Heath
Motion by Councilmember Cole, second by Councilmember Brennan, to accept the resignation [of Robert Heath from the Historic District Study Committee].

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

V. Public Hearings
A. Public Hearing on an Ordinance to Amend Title VI, Chapter 61 - Nuisances
The purpose of this Ordinance is to protect public health and safety, maintain property values, eliminate blighted properties, and more specifically to provide residents general safeguards from "nuisances" such as unsafe or blighted buildings. Based on direction from Council, Staff has worked with the City Attorney to clarify language and add a legally sound process for addressing dangerous and dilapidated buildings.

Mayor Carlson opened the item to public comment at 7:02 p.m.

Gabe Campbell, 2nd Ward, questioned whether permission given to Whitney's Oyster Bar to allow outdoor speakers would be transferred to the new owners. Planner Spencer stated that references to nuisance noise were directed toward residential areas and the Quay should be able to use speakers at reasonable times.

John Haggard, taxpayer, was concerned that the ordinance would be burdensome on the taxpayers of Charlevoix. Mr. Haggard noted several terms and situations in the ordinance that were not well defined. He stated that the ordinance creates a new bureaucracy and recommended no action from Council at this meeting, allowing Council time to get more input from the residents. Planner Spencer clarified that the term "dangerous building enforcement agency" is defined as the City's Zoning Administrator and the "dangerous building hearing officer" is someone qualified in the field, such as an architect or structural engineer. Implementing the new Nuisance Ordinance establishes a process to handle issues administratively rather through the courts, which is a financial burden on the City. City Attorney Howard commented that several of the situations Mr. Haggard referenced were areas of the ordinance where the language had not changed from the original. City Attorney Howard noted that involving an independent professional review of the Zoning Administrator's determination regarding a property provides an important layer of examination to ensure that property owner's rights are protected.

Mary Eveleigh, 1st Ward, questioned the definition of "or other officials" with regard to the dangerous building enforcement agency. Planner Spencer stated that if he no longer was in his position, the City could contract a professional to act as an interim. Mayor Carlson indicated that the County Building Inspector could not be used in this instance because it could open the County to a lawsuit. Ms. Eveleigh requested a definition of abandoned property. Planner Spencer stated that the definition would include an uninhabitable residential property which was deemed unsafe.

Larry Sullivan, 1st Ward, cited the paragraph pertaining to poison ivy and asked whether the City will be diligent in removing poison ivy from City parks. City Attorney Howard noted that this section was not being changed from the original ordinance.

Mayor Carlson closed the item to the public at 7:23 p.m.

VI. Reports

Executive Assistant Weller stated that the Michigan Economic Development Corporation (MEDC) is recommending the City be awarded an Urgent Need Community Development Block Grant in the amount of $114,299. This grant funding will be used to reimburse the City for costs associated with frozen water lines during the winter of 2013/2014. A public hearing and an approved resolution is required to complete the application process by the end of September. A Special Council Meeting will be scheduled for Tuesday, September 23rd at 5:30 p.m. to hold a public hearing regarding the application.

VII. Requests, Petitions and Communications and Actions Thereon

A. Consideration to Approve a License Agreement to Utilize Paving Bricks on East Upright Avenue and Alice Street in the Street Right-of-Way

The DeRosia Family is completing construction of a new home at 207 Alice Street. They are proposing to utilize paving bricks to surface a 17' driveway and a 5' sidewalk. As both a portion of the driveway and sidewalk will be located on the City right-of-way, Staff is recommending the creation of a license agreement to limit the City's financial obligation if City crews need to remove the bricks in the right-of-way for any reason.

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

Motion by Councilmember Gibson, second by Councilmember Gennett, to approve a License Agreement for Driveway/Sidewalk Improvements for 207 Alice Street.

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

B. Consideration to Approve a License Agreement with Goodwill Industries for Paved Area at 402 Petoskey Avenue

Goodwill Industries is currently in the site plan review process for a Change of Use from the former IGA building to a proposed retail store. There is a pre-existing paved parking area on the City right-of-way. A license agreement will help protect the City from adverse possession.

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

Motion by Councilmember Cole, second by Councilmember Brennan, to approve a License Agreement for the paved area on the west side of the building at 402 Petoskey Avenue.

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

C. Substation Maintenance Contract

A bid package was prepared by GRP Engineering, Inc. for the Westenbroek Substation transformers maintenance program. GRP reviewed the two bids received and recommends awarding the contract to the low bidder, Utilities Instrumentation Service (UIS) of Dexter, Michigan for $13,944.

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

Motion by Councilmember Gennett, second by Councilmember Brennan, to award the contract for the Westenbroek Substation Power Transformer and Voltage Regulator Maintenance, Project No. 13-0564.01, to Utilities Instrumentation Service for a total price of $13,944.

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

D. 2013-14 Fiscal Year Financial Presentation

The City's auditor, Rehmann Robson, has completed their audit of the City's financial statements for the year ended March 31, 2014. Mr. Jason Kelly, Rehmann Robson CPA, presented audit findings and a general overview of the financial health of the City.

Councilmember Gibson had a question regarding 'Mt. McSauba Internal Controls' on page A-1 of the Independent Auditors' Communication dated September 11, 2014. She wondered if this item is something the auditors noticed this year. Mr. Kelly will respond to Treasurer Zielinski who will forward the answer to Council.

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

Motion by Councilmember Cole, second by Councilmember Gibson, to accept and approve the [City's financial] audit [year-ended March 31, 2014] as presented.

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

E. Water & Sewer Turn On Fees and Water Usage Minimum for Multiple Unit Locations

The water and sewer turn on fees adopted for the 2014-15 fiscal year were not increased to account for the annual increases to water and sewer rates. Treasurer Zielinski stated that if a large number of seasonal residents took advantage of this discrepancy in rates, it would significantly impact the City's water and sewer revenues as well as increase the workload for the DPW staff. Staff recommends increasing the turn on fees to equal approximately seven months of the minimum charge.

Single family residential homes and commercial properties are charged a monthly water usage minimum of 2,000 gallons. Currently, multiple unit locations with one water meter are charged a monthly usage minimum of 1,500 gallons. In order to have a fair and equitable rate structure, Staff recommends increasing the minimum usage for multiple unit locations to 2,000 gallons.

Treasurer Zielinski clarified for Councilmember Gennett that the turn on fee was a one-time fee per season that included shut off and turn on.

Councilmember Perron requested a dollar figure for 1,500 gallons versus the 2,000 gallon minimum from Treasurer Zielinski. Treasurer Zielinski stated that it was difficult to estimate the impact the change will have due to occupancy variables. LaCroft and Foster Boatworks would be impacted by the change the most. Mayor Carlson stated the monthly difference is $0.56.

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

Action by Resolution.

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. Water & Sewer Turn On Fees and Water Usage Minimum for Multiple Unit Locations

Motion by Councilmember Brennan, seconded by Councilmember Gennett, to increase the water and sewer turn on fees and to set the water usage minimum to 2,000 gallons for all water and sewer customers, as follows:

CITY OF CHARLEVOIX
RESOLUTION 2014-09-01
RESOLUTION TO AMEND RATES AND FEES ASSOCIATED WITH THE 2014-15 BUDGET

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

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

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

THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX amends the rates and fees included in the 2014-15 Budget with changes to the rates and fees for the following areas, effective September 16, 2014:

1. Turn On Fee – Water Only (Rural): $250
2. Turn On Fee – Water & Sewer (In City): $350
3. Turn On Fee – Water & Sewer (Rural): $525
4. Water Usage Minimum: 2,000 gallons

RESOLVED, this 15th day of September, A.D 2014.

Resolution was adopted by the following yea and nay vote:

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

X. Ordinances

A. Ordinance to Amend Title VI, Chapter 61 – Nuisances

Motion by Councilmember Gibson, seconded by Councilmember Gennett, to approve Ordinance No. 767 of 2014, as follows:

CITY OF CHARLEVOIX
ORDINANCE NO. 767 of 2014
AN ORDINANCE TO AMEND CHAPTER 61 TO TITLE VI, OF THE CHARLEVOIX CITY CODE TO REGULATE NUISANCES

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Chapter 61, Title VI of the City Code is hereby repealed in its entirety and replaced with the following:

TITLE VI - HEALTH REGULATIONS
CHAPTER 61
NUISANCES

ARTICLE I. IN GENERAL
(Ord. No. 744, 04/19/10)

6.1 Purpose.

It is hereby found and declared that the purposes of this Article are to eliminate public nuisances within all areas of the City of Charlevoix for the protection of the health, safety, morals and general welfare of its residents; to preserve existing values of other properties within or adjacent to such areas and all other areas of the City; and to preserve the taxable value of the property within such areas and all other areas of the City. The purposes include regulating the maintenance and safety of certain buildings and structures for the benefit of the public health, safety, and welfare; to establish administrative requirements and prescribe procedures for the maintenance or demolition of certain buildings and structures; to establish remedies, provide for enforcement, and fix penalties for the violation of this ordinance.

6.2. Definitions. As used in this Article.

"Boat" means every description of watercraft used or capable of being used as a means of transportation on water, including personal watercraft and nonmotorized boats such as canoes, rowboats, and sailboats. Boat, however, does not include an air mattress, paddleboard, paddleboat, boogie board, or similar device used by one (1) or two (2) persons for floating or paddling.

"Building materials" mean lumber, bricks, concrete or cinder blocks, plumbing or heating materials, electrical wiring or equipment, shingles, mortar, concrete or cement, nails, screws, windows and window frames, molding, insulation, tyvec or any other materials used in construction of any structure.

"Dismantled" means the state of having a part or parts removed or missing that are integral to the operation of or required by any law or regulation to be present on a motor vehicle, boat, or other item to which it is normally attached.

"Dock" means a pier, platform, or other structure which, if fully operational, is designed to be extended from the shore over water.

"Dangerous Building Enforcing Agency" means the City, through the Zoning Administrator and/or such other official(s) or agency as may be designated by the City Council to enforce this ordinance. Such persons are authorized to seek advice from a person who has expertise in housing matters including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing organization.

"Dangerous Building Hearing Officer" or "Hearing Officer" means a person appointed by and serving at the pleasure of the City Mayor. The Dangerous Building Hearing Officer shall be a person who has expertise in housing matters including, but not limited to, an engineer, architect,

building contractor, building inspector, or member of a community housing organization. An employee of the Dangerous Building Enforcing Agency, or a person whose advice is sought by the Enforcing Agency, shall not be appointed as Hearing Officer.

"Garbage" means rejected food wastes, including waste accumulation of animal, fruit or vegetable matter used or intended for food or that relate to the preparation, use, cooking, dealing in, or storing of meat, fish, fowl, fruit or vegetables.

"Hoist" means a mechanical device attached permanently or temporarily to the bottomland of a lake or river and used to raise or lift a boat out of the water for the purpose of preventing or restricting the motion of the boat.

"Inoperable" means incapable of being used for the purpose or purposes for which an item is designed or normally used, either physically or by operation of law, due to dismantling, disrepair, or the lack of a currently valid Michigan license or registration. In addition, the following items shall be deemed inoperable: any motor vehicle, trailer, recreational vehicle, or snowmobile which lacks functioning tires or treads that permit motion or movement. In addition, a boat shall be deemed inoperable if there are one or more holes in its hull, it lacks any parts necessary for normal use, or the engine does not start when provided fuel.

"Junk" means items or objects that are old, discarded, or not currently being used for the purpose or purposes for which they are designed or normally used, including but not limited to used or salvaged metals and their compounds or combination; used or salvaged rope; rubber; rotting wood; scrap iron; tires and snowmobile treads; parts for motor vehicles, boats, all terrain vehicles, recreational vehicles, snowmobiles, and/or trailers; inoperable or dismantled refrigerators, stoves, dishwashers, dryers, washing machines, and furniture; and inoperable or dismantled lawn mowers, weed trimmers, snow blowers, snow plows, tractors, and any other machinery used for excavation, maintenance, or snow removal.

"Liquid industrial wastes" means any liquid brine, by-product, industrial wastewater, leachate, off-specification commercial product, sludge, grease-trap clean-out residue, used oil, or other liquid waste produced by, incident to or resulting from industrial or commercial activity except any liquid brine normally used in oil or gas extraction on a site permitted by the Michigan Supervisor of Wells.

"Marine equipment" means any item used or intended for use in conjunction with boats or water related activities, including but not limited to swimming rafts, docks, hoists, dock supports, buoys, outboard motors, ores, boat trailers, sails, rope, masts, anchors, and any other stationary or movable structure intended to support a boat.

"Motor vehicle" means any wheeled vehicle which is self-propelled or intended to be self-propelled regardless of whether the vehicle is designed for off-road use or use on public streets. A motor vehicle includes, but is not limited to cars, trucks, all terrain vehicles, mopeds, motorcycles, scooters, dune buggies and golf carts.

"Person" means an individual, firm, corporation, association, partnership, limited liability company, or other legal entity.

"Recreational Vehicle" means any motor vehicle or trailer capable of being self-propelled or towed that is equipped with living space, sleeping quarters, and associated amenities, including but not limited to motor homes, fifth wheel trailers, pop-up campers, caravans, camper vans, travel trailers, and truck campers.

"Rubbish" means hazardous or non-hazardous, non-putrescible solid wastes, including but not limited to combustible waste such as paper, cardboard, brush, bags, rags, and litter of any kind and non-combustible waste such as metal containers, glass, bedding, crockery, and demolished items, objects, or materials of any kind.

"Sealed container" means a covered, closable container which is fly-proof and watertight such as garbage cans with properly fitting tops or plastic garbage bags which have been closed or twisted shut.

"Snowmobile" means any motor-driven vehicle designed for travel primarily on snow or ice of a type that utilizes sled-type runners or skis, an endless belt tread, or any combination of these or other similar means of contact with the surface upon which it is operated, but is not a vehicle that must be registered under the Michigan vehicle code, being Act No. 300 of the Public Acts of 1949.

"Totally closed structure" means a building capable of being sealed on all sides such as a house, garage or storage shed with a roof, floor and walls or closable doors around its perimeter.

"Trailer" means any wheeled vehicle designed and normally towed behind a motor vehicle which is required to have a currently valid Michigan registration to be lawfully operated on a public highway.

"Vermin" means a noxious or objectionable animal, including but not limited to a mouse, rat, chipmunk, squirrel, skunk, raccoon, or porcupine.

6.3. Nuisances. The following are hereby declared to be nuisances:

(1) The keeping or storage of building materials outside on private property unless there is in force a valid building permit from the County Building Department for construction on that property and the building materials are for use in such construction.

(2) The keeping or storage of ashes, junk, garbage or rubbish outside of a totally enclosed structure on private property except in a sealed container designed for the purpose of holding such ashes, junk, garbage, or rubbish.

(3) The placing of ashes, junk, garbage or rubbish on private property without the owner's permission or on public property. This provision applies regardless of whether the ashes, junk, garbage or rubbish is in a sealed container.

(4) The keeping or storage of ashes, junk, garbage or rubbish on private property, including inside a building, in such a manner that the items, regardless of the method of containment, have become a breeding ground, food source or habitation of insects or vermin.

(5) Intentional depositing of liquid petroleum crude oil, liquid petroleum crude oil by-products and derivatives or liquid industrial wastes on the ground.

(6) A "dangerous building" as defined in MCL 125.539, as amended, or otherwise defined herein, which includes any building or structure, residential or otherwise, that has one or more of the following defects or is in one or more of the following conditions:

a. A door, aisle, passageway, stairway or other means of exit does not conform to the applicable Fire or Building Code.

b. A portion of the building or structure is damaged by fire, wind, flood or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Housing Law of Michigan, Public Act 167 of 1917, as amended, (MCL 125.401, *et seq.*), or the applicable Building Code for a new building or structure, purpose or location.

c. A part of the building or structure is likely to fall, become detached or dislodged, or collapse, and injure persons or damage property.

d. A portion of the building or structure has settled to such an extent that walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Housing Law of Michigan, Public Act 167 of 1917, as amended, (MCL 125.401, *et seq.*), or the applicable Building Code.

e. The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

f. The building or structure, or a part of the building or structure, is manifestly unsafe for the purpose for which it is used, or otherwise determined by the Enforcement Agency to be unsafe due to any of the following defects or because it is in any of the following conditions:

   i. A structure, because of dilapidation, decay, damage, faulty construction, or otherwise which is unsanitary or unfit for human use;

   ii. A structure or portion of a structure with significant decay or dilapidation due to neglect or deterioration that renders it unfit for its intended use, including damage to the roof or ceilings, walls or windows, or entrances;

   iii. The building or structure, or a part of the building or structure, has light, air, or sanitation facilities which are inadequate to protect the health, safety, or general welfare of those who live or may live within;

   iv. The building or structure, or a part of the building or structure, is hazardous to the safety, health, or general welfare of the people of the city by reason of inadequate maintenance, dilapidation, or abandonment;

   v The building or structure, or a part of the building or structure, has been damaged by fire, wind, flood, or by any other cause to such an extent as to be dangerous to the life, safety, health, or general welfare of the people living in the city;

   vi. The building or structure, or a part of the building or structure, has become damaged to such an extent that the cost of repair to place it in a safe, sound, and sanitary condition exceeds the state equalized value of the building or structure of the structure, at the time when repairs are to be made.

g. The building or structure is damaged by fire, wind or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

h. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer of the City or county determines is likely to cause sickness or disease, or is likely to injure the health, safety or general welfare of people living in the dwelling.

i. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

j. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease or rent with a real estate broker licensed under Article 25 of the Occupational Code, Public Act 299 of 1980, (MCL 339.2501, et seq.), or is not publicly offered for sale by the owner. This subdivision does not apply to either of the following:

   i. A building or structure as to which the owner or agent does both of the following: (1) Notifies the City Police Department that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given by the owner or agent not more than 30 days after the building or structure becomes unoccupied or the

effective date of this Ordinance provision, whichever is latest in time; AND (2) Maintains the exterior of the building or structure and adjoining grounds in accordance with this ordinance and the Housing Law of Michigan, Public Act 167 1917, as amended, (MCL 125.401, et seq.), or the Building Code.

ii. A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies the Police Department that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this subparagraph shall notify the Police Department not more than 30 days after the dwelling no longer qualifies for this exception. As used in this subparagraph, "secondary dwelling" means a dwelling such as a vacation home, hunting cabin or summer home, that is occupied by the owner or a member of the owner's family during part of year.

(8) Except as required by law, the distributing, placing, posting, or affixing of posters, notices, or handbills on private property without consent of the owner or occupant or in a public right-of-way; provided, however, notices which do not cause a visual obstruction to traffic or pedestrians may be placed on public utility poles.

(9) The existence of any pond, pool of water, or vessel holding stagnant water which serves as a breeding ground for insects.

(10) The emission of fumes or gas in such quantities as to cause discomfort to a person of normal sensory acuity at an adjoining property or public place.

(11) Any vehicle used for an illegal purpose.

(12) Any use of public streets or public sidewalks, or both, which causes a crowd to gather and obstructs the free, lawful movement of people and vehicles along said streets and sidewalks.

(13) Spitting on any sidewalk or on the floor or seat of any public carrier, or on the floor, wall, seat or equipment of any public place.

(14) Keeping or housing any animals or domestic fowl within the city other than dogs, cats, birds or animals commonly classified as pets. For the purposes of this subsection the term "dog" shall include the male and female of the dog family or genus canis.

(15) The keeping of any inoperable or dismantled icebox, refrigerator or similar airtight container having a door or access with a magnetic seal, snap latch or other locking device, in a place accessible by children without first removing the magnetic seal, snap latch or locking device or doors, or securely locking same.

(16) Except as provided in subsections (16)(a) - (b), the keeping or storage of inoperable or dismantled motor vehicles, boats, all terrain vehicles, recreational vehicles, snowmobiles, and/or trailers outside of a totally enclosed structure on private property.

(a) An inoperable or dismantled motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer may be kept outside of a totally enclosed structure on private property for no more than fifteen (15) days for the purpose of being repaired or awaiting repairs. This subsection shall apply to individuals making the repairs and to gas and service stations engaged in the business of making repairs.

(b) An inoperable or dismantled motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer may be kept outside of a totally enclosed structure on private property for no more than fifteen (15) days for the purpose of being marketed for sale.

(c) For purposes of section 6.3(16)(a) & (b), a motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer that is possessed by a business which sells or repairs any of those items shall not be considered inoperable or dismantled solely because the item is unlicensed.

(17) The keeping or storage of inoperable or dismantled marine equipment outside of a totally enclosed structure on private property.

(18) Except as provided in subsection (18)(a), the existence of tanks, pumps lifts, jacks, air compressors or similar equipment outside of a totally enclosed structure.

(a) Service stations, repair shops, gas stations, construction companies, or similar businesses shall be allowed to store or keep tanks, pumps lifts, jacks, air compressors or similar equipment outside of a totally enclosed structure provided that any such item is in operable condition and is actively used for its intended purpose as part of the business.

6.4 Inspection.

City representatives shall have the duty and the right to inspect property or buildings to determine violations of or compliance with this Article. City representatives may exercise this right of inspection by consent of the person having the possession of the property or building or by an administrative search warrant issued by a court of competent jurisdiction.

6.5. Prohibition.

No person shall commit, create, or maintain any nuisance. No person shall knowingly permit the existence of a nuisance on the property owned or possessed by such person. It shall be unlawful for any owner or agent thereof to keep or maintain any building or part thereof which is a dangerous building as defined in Section 6.3(6).

6.6. Industrial Usage.

The storage or keeping of salvageable metal or wood shall not be prohibited on property on which is located a factory engaged in manufacturing, assembling or machining as long as the salvageable metal or wood is for resale or reuse by the occupant of the property.

6.7. Separate Court Action, Nuisance Per Se.

Nothing in this Ordinance shall prohibit the City or any interested party from seeking such other relief as may be permitted in law or in equity regarding the existence of a nuisance. A violation of this Article is deemed to be a nuisance per se.

6.8 Notice of Dangerous Building; Hearing; Order

The provisions of this Section are intended to be consistent with the Housing Law of Michigan, MCL 125. 521 *et seq*, and shall be interpreted accordingly.

(1) **Notice Requirement.** Notwithstanding any other provision of this ordinance, if a building or structure is found to be a dangerous building as defined in Section 6.3(6) of this Ordinance, the Dangerous Building Enforcing Agency may issue a notice that the building or structure is a dangerous building. The notice shall state the grounds for the Enforcing Agency's determination that the building or structure is a dangerous building

(2) **Parties Entitled to Notice.** The notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records of the City.

(3) **Contents of Notice.** The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building and state that the person to whom the notice is directed shall have the opportunity at the hearing to show cause why the Hearing Officer should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

(4) **Service of Notice.** The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served upon a person by certified mail, a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least 10 days before the date of the hearing included in the notice.

6.9 Dangerous Building Hearing Officer; Duties; Hearing; Order

(1) **Filing Dangerous Building Notice with Hearing Officer.** The Dangerous Building Enforcing Agency shall file a copy of the notice of the dangerous condition of any building with the Hearing Officer.

(2) **Hearing Testimony and Decision.** At the hearing, the Hearing Officer shall take testimony of the Dangerous Building Enforcing Agency, the owner of the property, and any interested party. Not more than five days after completion of the hearing, the Hearing Officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained, and where applicable shall fix a time for the owner, agent, or lessee to comply with the order. The Hearing Officer shall make factual findings supporting its conclusions.

(3) **Noncompliance with Hearing Officer Order/Request to Enforce Order.** If the owner, agent or lessee fails to appear or neglects or refuses to comply with the Hearing Officer order, the Hearing Officer shall file a report of the findings and a copy of the order with the City Council not more than five days after noncompliance by the owner and request that necessary action be taken to enforce the order. A copy of the findings and order of the Hearing Officer shall be served on the owner, agent or lessee in the manner prescribed in Section 6.8(D) of this Article.

6.9: Enforcement Hearing Before the City Council

The City Council shall fix a date not less than 30 days after it receives the request for action and shall give notice to the owner, agent or lessee in the manner prescribed in Section 6.8(D) of this Article of the time and place of the hearing. At the hearing, the owner, agent or lessee shall be given the opportunity to show cause why the order should not be enforced. The City Council shall either approve, disapprove or modify the order. If the City Council approves or modifies the order, the City Council shall take all necessary action to enforce the order. If the order is approved or modified, the owner, agent or lessee shall comply with the order within 60 days after the date of the hearing under this section. In the case of an order of demolition, if the City Council determines that the building or structure has been substantially destroyed by fire, wind,

flood or other natural disaster and the cost of repair of the building or structure will be greater than the state equalized value of the building or structure, the owner, agent or lessee shall comply with the order of demolition within 21 days after the date of the hearing under this section.

6.10 Implementation and Enforcement

(1) Implementation of Order by City. In the event of the failure or refusal of the owner or party in interest to comply with the decision of the City Council as applicable, the City Council may, in its discretion, contract for the demolition, making safe or maintaining the exterior of the building or structure or grounds adjoining the building or structure.

(2) Reimbursement of Costs. The costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, incurred by the City to bring the property into conformance with this ordinance shall be reimbursed to the City by the owner or party in interest in whose name the property appears The **cost** of demolition includes, but is not limited to, fees paid to hearing officers, **costs** of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the county register of deeds, demolition and dumping charges, court reporter attendance fees, and **costs** of the collection of the charges authorized under MCL 125.541.

(3) Notice of Costs. The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the City assessor of the amount of the costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, by first class mail at the address shown on the City records.

(4) Lien for Unpaid Costs. If the owner or party in interest fails to pay the costs within 30 days after mailing by the assessor of the notice of the amount of the cost, in the case of a dwelling, the City shall have a lien for the costs incurred by the City to bring the property into conformance with this ordinance. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this subsection does not have priority over previously filed or recorded liens and encumbrances. The lien for the costs shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, Public Act 206 of 1893, as amended, (MCL 211.1, *et seq.*).

(5) Court Judgment for Unpaid Costs. In addition to other remedies under this ordinance, the City may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. A judgment in an action brought pursuant to this Article may be enforced against assets of the owner other than the building or structure. The City shall have a **lien** on the property for the amount of a judgment obtained under this subsection. The **lien** provided for in this subsection shall not take effect until notice of the **lien** is filed or recorded as provided by law. The **lien** does not have priority over prior filed or recorded **liens** and encumbrances.

ARTICLE II. NOISE CONTROL

6.20. Excessive noise declared nuisance.

All loud or unusual noises or sounds and annoying vibrations which offend the peace and quiet of persons of ordinary sensibilities are hereby declared to be public nuisances.

6.21. Specific offenses.

Each of the following acts is declared unlawful and prohibited, but this enumeration shall not be deemed to be exclusive, namely.

(1) *Animal and Bird Noises.* The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person.

(2) *Construction Noises.* The erection (including excavating therefor), demolition, alteration or repair of any building, and the excavation of streets and highways, on Sundays, and other days, except between the hours of 7 o'clock A. M. and 6 o'clock P.M., unless a permit be first obtained from the City Manager.

(3) *Sound Amplifiers.* Use of any loud speaker, amplifier or other instrument or device, whether stationary or mounted on a vehicle for any purpose except one which is non-commercial in character and when so used shall be subject to the following restrictions:

(a) The only sounds permitted are music or human speech.

(b) Operations are permitted for four (4) hours each day, except on Sundays and legal holidays when no operations shall be authorized. The permitted four (4) hours of operation shall be as designated by the Chief of Police.

(c) Sound amplifying equipment mounted on vehicles shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour except when said truck is stopped or impeded by traffic.

(d) Sound shall not be issued within one hundred (100) yards of hospitals, schools or churches.

(e) The volume of sound shall be controlled so that it will not be audible for a distance in excess of one hundred (100) feet from the sound amplifying equipment and so that the volume is not unreasonably loud, raucous, jarring, disturbing, or a nuisance to persons within the area of audibility.

(4) *Engine Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle except through a muffler or other device which effectively prevents loud or explosive noises therefrom.

(5) *Handling Merchandise.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

(6) *Blowers.* The discharge into the open air of noise from a compressor, blower or power fan unless the noise from such compressor, blower or fan is muffled sufficiently to deaden such noise.

(7) *Hawking.* The hawking of goods, merchandise, or newspapers in a loud and boisterous manner.

(8) *Horns and Signal Devices.* The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control, or to give warning of intent to get under motion, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.

(9) *Radio and Musical Instruments.* The playing of any radio, television set, phonograph, or any musical instrument in such a manner or with such volume, particularly during the hours between 11 o'clock P.M. and 7 o'clock A.M., or the making of any such noise at any time so as to annoy or disturb the quiet, comfort, or repose of persons in any school, place of worship, or office, or in any dwelling, hotel, or other type of residence, or of any persons in the vicinity.

(10) *Shouting and Whistling.* Yelling, shouting, hooting, whistling, or singing or the making of any other loud noise on the public streets between the hours of 11 o'clock P.M. and 7 o'clock A.M., or the making of any such noise at any time so as to annoy or disturb the quiet, comfort, or repose of persons in any school, place of worship, or office, or in any dwelling, hotel, or other type of residence, or of any person in the vicinity.

(11) *Whistle or Siren.* The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger.

6.22. Exceptions.

None of the terms or prohibitions of section 6.21 shall apply to or be enforced against:

(1) Emergency Vehicles. Any police or fire vehicle or any ambulance, while engaged upon emergency business.

(2) Highway Maintenance and Construction. Excavations or repairs of bridges, streets, or highways by or on behalf of the City or the State of Michigan, during the night, when the public safety, welfare, and convenience renders it impossible to perform such work during the day.

6.25—6.29 Repealed. (Ord. No. 658, 03-06-00).

ARTICLE III. VIOLATIONS

6.30. Violations.

A violation of Section 6.21(9) or Section 6.21(10) shall be a misdemeanor. A violation of any other provision of this Chapter, including failing or refusing to comply with an order approved or modified by the City under Article I, shall be a municipal civil infraction subject to a civil fine of not more than $500.00 plus costs, which may include all direct or indirect expenses to which the City has spent in connection with the violation. Each day a violation of this Chapter continues to exist constitutes a separate violation.

(Ord. No. 658, §45, 03-06-00)

CHAPTER 62
LITTER

6.41. Definitions.

In the interpretation of this Chapter the following definitions shall apply, except where the context clearly indicates that another meaning is intended:

(1) "Private premises" shall mean any lot or parcel of land owned or occupied by any person whether or not improved with any dwelling, house, building, or other structure, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to any dwelling, house, building or other structure erected thereon.

(2) "Public place" shall mean any and all streets, sidewalks, boulevards, alleys, or other public ways and any and all public parks, squares, spaces, grounds and buildings.

(3) "Garbage" shall mean decaying animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

(4) "Refuse" shall mean all decaying and nondecaying solid wastes including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, junk and solid market and industrial wastes.

(5) "Rubbish" shall mean nondecaying solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

(6) "Litter" shall mean garbage, refuse, and rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

6.42. Litter in Public Places.

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except in public receptacles, in authorized private receptacles for collection, or in official City dumps.

6.43. Use of Waste Receptacles.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

6.44. Sweeping Litter into Gutters.

No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

6.45. Merchants' Duty to Keep Sidewalks Clean.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot. Persons owning or occupying places of business within the City shall keep the sidewalk in front of their business premises free of litter.

6.46. Litter on Occupied Private Property.

No person shall throw or deposit litter on any private premises within the City whether owned by such person or not, except that the owner or person in control of occupied private premises may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

6.47. Persons to Maintain Premises Free of Litter.

The owner, occupant, or person in control of any private premises shall at all times maintain the premises free of litter. Provided, however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection.
(Ord. No. 658, §16, 03-06-00)

6.48. Enforcement.

The chief of police or his designee is hereby charged with the enforcement of this Chapter. No person being the owner, occupant, or person in control of any private premises shall accumulate or permit the accumulation of any litter on the private premises owned, controlled or occupied by such person in a manner prohibited by the provisions of this Chapter.
(Ord. No. 658, §17, 03-06-00)

6.49. Nuisance Per Se.

A violation of this Chapter is hereby declared to constitute a nuisance per se. Upon application to any court of competent jurisdiction, the court may order the nuisance abated and/or the violation restrained and enjoined. Relief sought pursuant to this section shall not operate to preclude the enforcement of this Chapter pursuant to Section 1.12 or Aof this Code.
(Ord. No. 658, §18, 03-06-00)

CHAPTER 63
WEED CONTROL*
(Ord. No. 630, 12-04-95)

6.71. Weed Growth Prohibited.

No person owning and/or occupying any premises in the City of Charlevoix shall permit or maintain on any such premises any growth of noxious weeds; nor any growth of grass or any growth of grass or other rank vegetation to a greater height than twelve (12) inches on the average; nor any accumulation of dead weeds, grass or brush. "Noxious weeds" shall include Canada thistle (*Circium arvense*), dodders (any species of *Cuscuta*), mustards (charlock, black mustard and Indian mustard, species of *Brassica* or *Sinapis*). Wild Carrot (*Daucus Carota*), bindweed (*Convolutus arvensis*), perennial sowthistle (*Sonchus arvensis*), hoary alyssum (*Berteroa incana*), ragweed (*Ambrosia elatior 1*), poison ivy (*Rhus toxicondendron*) and poison sumac (*Toxicondendron vernix*). The term "person," as used in this chapter, means an individual, partnership, corporation, limited liability company or any other legal entity.

6.72. Duty of Occupant or Owner.

It shall be the duty of the occupant as well as the owner of every premises within the city to cut and remove or destroy by lawful means all such noxious weeds and grass, as often as may be necessary to comply with the provisions of section 6.71; provided, that the cutting, removing or destroying of such weeds and grass at least once in every three (3) weeks between June 1 and September 15 of each year shall be deemed to be compliance with this chapter.

6.73. When City to Do Work.

If there is not compliance with the provisions of sections 6.71 and 6.72, the city manager shall notify the occupant or owner of such premises to comply with the provisions of said sections within ten (10) days after service of such notice Notice shall be given in accordance with section 1.11 of this Code. If there is no compliance with such notice within the specified time, the city manager shall cause such weeds, grass and other vegetation to be removed or destroyed and the actual cost of such cutting, removal or destruction including supervision and overhead costs shall be a lien against the premises and collected in the manner prescribed in Act 359 of the Public Acts of 1941, as amended. The city manager shall be commissioner of noxious weeds of the city and shall serve as such without additional compensation.

6.74. Alternative Publication.

In lieu of the notice required by section 6.73, the city manager may publish a notice in a newspaper of general circulation in the city during the month of March. The notice shall state that vegetation not cut by June 1 of that year will be cut by the city. It shall also state the continuing obligation of a person to comply with this chapter and that the owner of the property may be charged with the cost of compliance pursuant to section 6 73 The notice shall also contain such other information as is required by Act 359 of the Public Acts of 1941, as amended.

CHAPTER 64
MASS GATHERINGS*
(Ord. No. 598)

***Editor's note**—Ordinance No. 598 did not specifically amend the Code; hence, inclusion of §§1-3 as Ch. 64, §§ 6.91-6.63, was at the discretion of the editor.

Cross reference(s)--Parks and public grounds, Tit. III; streets and sidewalks, Tit. IV; licenses, Ch. 71; police regulations, Tit. IX.

6.91. Definitions.

The following terms, as used in this chapter, are hereby defined to mean:

(1) *City* shall mean the City of Charlevoix.

(2) *City Manager* shall mean the person appointed by the city pursuant of Article III, Section 3.3 of the City Charter for the City of Charlevoix or his or her designee.

(3) *Licensee* shall mean any person to whom a license is issued pursuant to this Ordinance.

(4) *Mass gathering* shall mean an organized outdoor event of two thousand (2,000) people or more held at a single location on either public or private land within the city.

(5) *Sponsor* shall mean any person who organizes, promotes, conducts, or causes to be organized, promoted or conducted a mass gathering.

(Ord. No. 598, §1, 05-04-92; Ord. No. 599, §1, 08-17-92; Ord. No. 658, 03-06-00)

6.92. License.

(a) *Required.* A person shall not sponsor, maintain, conduct, promote or permit a mass gathering in the city without first obtaining a license from the city for each mass gathering

(b) *Application.* No later than twenty (20) days before the proposed mass gathering, the sponsor(s) of the mass gathering shall submit in writing an application for a mass gathering license to the city manager on such forms and in such manner as the city manager prescribes. The application shall contain:

(1) The name(s), address(es) and telephone number(s) of the proposed mass gathering sponsor(s);

(2) The date(s) and estimated hours of the proposed mass gathering;

(3) A description of the kind, character and type of mass gathering proposed;

(4) The address of location of the site at which the proposed mass gathering will be held, including a written statement from the property owner consenting to the use of his or her property for the proposed mass gathering; and

(5) An estimate of the maximum number of people expected to attend the proposed mass gathering.

(c) *Application fee.* Each application for a mass gathering license shall be accompanied by a nonrefundable fee in an amount established, from time to time, by the city council by resolution.

(d) *Action on application.* After receiving an application for a mass gathering license and the appropriate fee, the city manager shall consider the information contained in the application and shall, if necessary, investigate or cause to be investigated the circumstances surrounding the proposed mass gathering, the number of people anticipated to attend, whether there is a conflict with other uses of the site, the increased demands on the city's police and fire department resources, and the sponsor's plans to provide adequate food and water facilities, bathroom facilities, disposal of solid waste and garbage and vehicle parking and access to the site. Within fifteen (15) days after receiving an application for a mass gathering license, the city manager shall approve the application and issue the mass gathering license, unless after considering the above factors, he or she finds by a preponderance of the evidence that holding the mass gathering as proposed in the application would be detrimental to the public health, safety and welfare of the city. If the city manager denies a mass gathering license, he or she shall send written notice of the denial, including the reasons for the denial, to the sponsor(s) by certified mail within five (5) days of the denial decision.

(Ord. No. 598, §1, 05-04-92)

6.93. Nuisance Per Se.

A violation of Section 6.92(a) is hereby declared to be a nuisance per se and any action and violation thereof may be immediately enjoined in the Charlevoix County Circuit Court. Enforcement of this Section shall not preclude enforcement for violation of this Chapter pursuant to Section 1.12 of this Code.

(Ord. No. 598, 05-04-92, Ord. No. 658, 03-06-00)

SECTION 2. Severability.

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 767 was adopted on the 15th day of September, A.D. 2014, by the Charlevoix City Council as follows:

Motion by: Councilmember Gibson
Seconded by: Councilmember Gennett

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

State of Michigan)
) ss
City of Charlevoix)

XI. Miscellaneous Business
None.

XII. Audience - Non-agenda Input (written requests take precedent)
Gabe Campbell felt that the City should have a millage for $500,000–$700,000 to be used for the marina expansion. Treasurer Zielinski stated that it was premature to be discussing a millage when the project is only in the permitting process. Mr. Campbell stated that line of sight is impaired at the intersection of Garfield and Norwood due to lilac trees. He suggested making the intersection a 4-way stop. Executive Assistant Weller will have DPW Superintendent Elliott assess the situation.

XIII. Adjourn
The Mayor stated if there were no objections, the meeting would adjourn.
There were no objections.
Meeting adjourned at 7:50 p.m.

Joyce M. Golding, City Clerk

Norman L. Carlson Jr., Mayor

Accounts Payable – 09/16/2014

ABRAMOWSKI, DWAIN	25.00	BURKLE, CHARLES	2,310.00
ACE HARDWARE	1,825.32	CARQUEST OF CHARLEVOIX	1,768.14
AIRGAS USA LLC	1,113.28	CHARLEVOIX COURIER	58.80
ALL-PHASE ELECTRIC SUPPLY CO.	153.61	CHARLEVOIX SCREEN MASTERS INC	48.50
AMERICAN WASTE INC.	2,415.60	CHARLEVOIX TOWNSHIP	15.23
ARMOR EXPRESS	455.00	CHARTER COMMUNICATIONS	973.31
ARROW UNIFORM-TAYLOR L.L.C.	995.58	CHEMICAL SYSTEMS INC.	1,872.00
AT YOUR SERVICE PLUS INC	115.00	CINTAS CORPORATION	148.56
AVFUEL CORPORATION	76,663.70	CITY OF CHARLEVOIX - UTILITIES	82,860 22
B & L SOUND INC	180.90	CLEAR WATER PLUMBING & HEATING	989.30
BANDIT INDUSTRIES INC	232.03	CONSOLIDATED PLASTICS CO INC	324.30
BC/BS OF MI REFUNDS	26.16	COOK FAMILY FARMS	35.00
BERG, REBECCA	92.00	CROSSROADS MOBILE MAINTENANCE	580.50
BIANCHI, KERRIE PAUL	196.00	CUTCO CORPORATION	80.30
BOB MATHERS FORD	46.20	DAVE KRING CHEVROLET	755.90
BOYNE AREA MEDICAL CENTER	100.00	DHASELEER, CARL	146 00
BRADFORD'S	58.50	DITCH WITCH SALES OF MICHIGAN	647.78

DTE ENERGY	1,349.86	MIKE'S GLASS	127.85
DUERKSEN, RICK	64.00	NORTHERN FIRE & SAFETY INC.	47.00
EATON CORPORATION	1,039.74	NORTHERN MICHIGAN DUST CONTROL	384.00
EJ USA INC.	2,096.00	NORTHERN MICHIGAN JANITORIAL	76.65
ELLSWORTH FARMER'S EXCHANGE	268.00	NORTHERN MICHIGAN REVIEW INC.	485.00
EUROFINS EATON ANALYTICAL INC.	345.00	OSTRUM-BERROU, TARA	289.00
FAMILY FARM & HOME	387.80	OTEC	1,087.12
FARMER WHITE'S	99.00	PARSONS CENTENNIAL FARM LLC	51.00
FASTENAL COMPANY	47.67	PERFORMANCE ENGINEERS INC	7,552.50
FISHER SCIENTIFIC	635.97	POLYDYNE INC	379.50
GALLS AN ARAMARK COMPANY	142.95	POND HILL FARM LLC	101.00
GERBER HOMEMADE SWEETS	20.00	POSTMASTER	39.54
GOLDING, JOYCE	41.00	POWER LINE SUPPLY	290.12
GRAINGER	998.40	PRESTON FEATHER	1,092.48
GREAT LAKES PIPE & SUPPLY	623.37	PUROLL EQUIPMENT COMPANY LLC	70.89
GUNTZVILLER, RHONDA	252.00	QUILL CORP	206.63
HARRELL'S	60.00	R & R PRODUCTS INC	71.17
HI-LINE	570.19	RESIDEX LLC	337.60
HYDE SERVICES LLC	449.26	ROAD WEASEL ENTERPRISES LLC	11.00
INDEPENDENT DRAFTING SERVICES	3,136.00	ROBY, STEVEN	2.09
J & B MEDICAL SUPPLY INC.	236.52	SECURITY SANITATION INC.	95.00
J & J GARAGE DOOR SERVICE INC	175.00	SHINDORF BUILDERS	707.00
JACK DOHENY SUPPLIES INC	552.97	SHORELINE POWER SERVICES INC.	69.00
JAQUA, ERIC	25.00	SIEGRIST, DAVID	11.00
JASURDA, ELENA	250.00	SPARTAN DISTRIBUTORS INC	101 60
JOHN DEERE	441.17	SPARTAN STORES LLC	17 77
KLOOSTER, ALIDA K	41.00	SPEEDWRENCH INC.	2,777.87
KMart	84.83	SPOK INC	78.99
KORTHASE FLINN	264.16	STANDARD ELECTRIC CO	321.11
KSS ENTERPRISES	238.72	STATE OF MICHIGAN	250.00
LAVANWAY, PHILLIP	46.00	STATE OF MICHIGAN	1,000.00
LAVOIE, RICHARD	34.17	SUPERIOR MECHANICAL	323.85
LEESE, M. CHRIS	100.00	TUV RHEINLAND INDUSTRIAL	1,025.95
LEESE, M. CHRIS	5.00	UP NORTH PROPERTY SERVICES LLC	4,494.00
LOTTIE'S BAGELS	104.00	UPPER CASE PRINTING INK.	414.00
MCLEMORE, JULIA	663.04	US BANK	337,997 50
MICHIGAN MUNICIPAL ELECTRIC	250.00	USA BLUE BOOK	677.57
MICHIGAN MUNICIPAL LEAGUE	10,665.00	WEST SHORE FIRE INC	729.22
MICHIGAN OFFICEWAYS INC	617.63	WINDER POLICE EQUIPMENT	110.34
MICHIGAN RURAL WATER ASSN	145.00	WINNELL, CHARLES	1,290.00
MICHIGAN SECTION AWWA	100.00	WOOD SHOP, THE	1,980.00
MICHIGAN WATER ENV ASSOC	375.00	WORK & PLAY SHOP	724.55
MID STATES BOLT & SCREW CO	42.87	**TOTAL**	**574,289.67**

Tax Disbursement – 09/16/2014

CHARLEVOIX COUNTY TREASURER	867,312.35	CITY OF CHARLEVOIX - TAXES DUE	1,019,021 21
CHARLEVOIX PUBLIC SCHOOLS	1,017,104.12	LERETA LLC	4,025.83
CHARLEVOIX PUBLIC SCHOOLS	154,064.29	OCWEN LOAN SERVICING LLC	2,780.81
CHARLEVOIX PUBLIC SCHOOLS	11,348.11	PNC MORTGAGE	760.79
CHARLEVOIX PUBLIC SCHOOLS	70,947.73	**TOTAL**	**3,147,365.24**

ACH Payments –09/02/2014 – 09/12/2014

MI Public Power Agency	18,398.42	Alerus Financial (HCSP)	270.00
Payment Service Network	223.70	State of MI (Withholding Tax)	5,058.07
MI Public Power Agency	13,379.67	Vantagepoint (401 ICMA Plan)	728.05
State of MI (Sales Tax)	28,503.89	Vantagepoint (457 ICMA Plan)	13,439.34
IRS (Payroll Tax Deposit)	35,358.13	**TOTAL**	**115,359.27**

PAYROLL: NET PAY
Pay Period Ending 09/06/2014 – Paid 09/12/2014

WELLER, LINDA JO	1,367.08	MILLER, FAITH G.	21.50
STRAEBEL, ROBERT J.	2,496.75	PEARSON, BETHANY S.	1,248.39
GOLDING, JOYCE M.	1,053.34	ZIELINSKI, JOSEPH A.	1,735.63
DEROSIA, PATRICIA E.	871.03	LEESE, MERRI C.	158.51
LOY, EVELYN R.	1,017.15	DOAN, GERARD P.	1,613.56
KLOOSTER, ALIDA K.	1,632.33	SHRIFT, PETER R.	1,230.35
BROWN, STEPHANIE C.	1,067.74	SCHLAPPI, JAMES L.	1,099.28
SPENCER, MICHAEL D	1,524.76	UMULIS, MATTHEW T.	1,316.07
SPENCLEY, PATRICIA L.	1,068.82	HANKINS, SCOTT A.	1,774.05
PANOFF, ZACHARY R.	743.98	ORBAN, BARBARA K.	1,678.73

TRAEGER, JASON A.	1,462.70	BLOOMER, GABRIELLE J.	352.13
WARNER, JANINE M.	1,214.25	KIRINOVIC, THOMAS F.	303.86
EVANS JR, HALBERT K.	1,424.26	KLOOSTER, SUSAN E.	1.36
LEE, LOREN G.	359.37	STEBE, LAURA A	59.89
FLICKEMA, ANDREW M.	308.55	GOLOVICH, SAWYER P.	447.09
BINGHAM, LARRY E.	803.99	WEBB, MICHAEL B.	46.17
SCHWARTZFISHER, JOSEPH L.	1,302.22	WELLS, IVY L.	370.72
ROLOFF, ROBERT P.	2,222.68	HEID, THOMAS J	1,273.19
BRODIN, WILLIAM C.	1,290.14	WESCOTT, DENNIS M.	319.28
RILEY, DENISE M.	512.51	STEIN, DONNA E.	345.89
TEUNIS, STEVEN L.	1,758.35	GRUNCH, RONALD J.	273.72
WURST, RANDALL W.	1,726.93	RYPSTRA III, BART	149.75
MAYER, SHELLEY L.	2,031.83	MACLEOD, SAMUEL R.	383.06
HILLING, NICHOLAS A.	1,172.92	STEIN, MARK G.	15.85
MEIER III, CHARLES A.	1,118.33	VANLOO, JOSEPH G.	672.05
ZACHARIAS, STEVEN B.	1,268.28	TABER, HOLLY S.	484.52
NISWANDER, JOSEPH F.	1,301.28	WYMAN, MATTHEW A.	1,387.29
FRYE, EDWARD J.	958.86	DRAVES, MICHAEL J.	780.43
JONES, TERRI L.	495.53	SCHRADER, LOU ANN	604.26
EATON, BRAD A.	1,780.26	SCHWAGER, EDWARD J.	1,467.68
WILSON, TIMOTHY J.	2,244.88	HUESING, HENRY A.	237.86
LAVOIE, RICHARD L.	1,442.79	RILEY, CASEY W.	608.55
STEVENS, BRANDON C.	1,312.33	CHAVEZ, DEBRA L.	440.50
DRAVES, MARTIN J.	1,609.21	KLOOSTER, PATRICK H.	414.97
ELLIOTT, PATRICK M.	1,732.19	LABELLE, DAVIS B	280.31
WELLS JR., DONALD E.	1,468.48	KLINGER, LUCAS D.	148.00
BRADLEY, KELLY R.	1,406.45	GREYERBIEHL, KELLY M.	487.13
WILSON, RICHARD J.	1,310.33	SWEM, DONALD L.	1,667.40
HART II, DELBERT W.	711.96	WHITLEY, ANDREW T.	1,644.21
JONES, ROBERT F.	1,366.12	MORRISON, KEVIN P.	952.17
DORAN, JUSTIN J.	1,545.68	HODGE, MICHAEL J.	1,317.32
MARTINEZ, STANLEY A.	356.53	JOHNSON, STEVEN P.	1,227.59
MANKER JR, DAVID W.	415.59	BISHAW, JAMES H.	417.99
MANKER SR, DAVID W.	638.28	COLE, STEVEN D.	373.48
NEUMANN, DANA L.	428.09	CURTIS, DENNIS E.	879.85
BECKER, MICHAEL S.	540.06	BOOTHE, STEVEN A.	236.18
NICHOLS, RUSSELL N.	484.39	DAVIS, RONALD L.	182.33
HAWKINS, JAMES S.	290.95	GILL, DAVID R.	905.29
MCGHEE, ROBERT R.	928.39	TODD, RICHARD D.	349.48
STANTS, JACOB W.	430.80	**TOTAL:**	**$ 92,404.59**

PAYROLL: TRANSMITTAL
09/12/2014

AMERICAN FAMILY LIFE	182.40	MI STATE DISBURSEMENT UNIT	546.29
AMERICAN FAMILY LIFE	269.17	NORTHWESTERN BANK	150.00
BAY WINDS FEDERAL CREDIT UNION	110.00	POLICE OFFICERS LABOR COUNCIL	382.00
CHAR EM UNITED WAY	65.50	PRIORITY HEALTH	1,514.54
CHARLEVOIX STATE BANK	941.16		
COMMUNICATION WORKERS OF AMER	530.60	**TOTAL:**	**4,691.66**

CITY OF CHARLEVOIX
SPECIAL CITY COUNCIL MEETING MINUTES
Tuesday, September 23, 2014 – 5:30 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 5:30 p.m. by Mayor Norman Carlson Jr.

I. Pledge of Allegiance

II. Roll Call of Members Present

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

City Manager Straebel stated that the 'Welcome to Charlevoix' sign on M-66 has been removed and is being refurbished. The sign should be reinstalled within two weeks.

City Manager Straebel referenced the memorandum from Golf Director Heid dated September 22, 2014. He confirmed with Council that creating a Golf Advisory Committee to analyze golf operations and address current challenges was acceptable. No concerns were voiced by Council.

III. Inquiry Regarding Possible Conflicts of Interest
None.

IV. Public Hearings

A. Public Hearing and Consideration for a Resolution for an Urgent Need Michigan Community Development Block Grant (CDBG)
Due to the freeze damage resulting from the 2014 winter, the City incurred significant costs to repair or replace frozen and/or broken water lines in the public right-of-way in over 90 locations throughout the City in addition to repairing roads damaged due to the water line repairs. The cost incurred by the City for these repairs totaled $228,599.

Holding a public hearing and taking public comments regarding the City's infrastructure repairs and adopting a resolution are a required part of the grant application process.

Treasurer Zielinski responded to Councilmember Porter indicating that he expects the majority of the grant funding will be available to the City.

Mayor Carlson opened the item to public comment at 5:35 p.m.

Mary Eveleigh, 1st Ward, questioned Part 2 of the Application regarding long-term activities. Treasurer Zielinski clarified that this is a community development grant and the application is a boilerplate application. The City's request for repair/replacement of water lines and roadways funding is atypical, but the application is required at the federal level. No long-term project funding is being requested in this grant application.

Mayor Carlson closed the item to the public at 5:39 p.m.

Action by Resolution.

V. Resolutions

A. Consideration for a Resolution for an Urgent Need Michigan Community Development Block Grant (CDBG)
Motion by Councilmember Gennett, second by Councilmember Brennan, to approve Resolution 2014-09-02 [Urgent Need Michigan Community Development Block Grant (CDBG) Authorizing Resolution], as follows:

CITY OF CHARLEVOIX
RESOLUTION 2014-09-02
URGENT NEED MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AUTHORIZING RESOLUTION

WHEREAS, the City of Charlevoix ("City"), due to the freeze damage resulting from the 2014 winter, repaired or replaced frozen and/or broken water lines in the public right of way in over 90 locations throughout the City and repaired major and local roads damaged due to the water line repairs; and

WHEREAS, the City spent $228,599 to make these repairs and is requesting CDBG funding of $114,299 with the City committing matching funds of $114,300; and

WHEREAS, the project to repair water lines and roads damaged due to the 2014 winter freeze is consistent with the City's community development plan as described in the Urgent Need Michigan CDBG Part 2 Application; and

WHEREAS, the project to repair water lines and roads damaged due to the 2014 winter freeze was of such nature that:

a. The serious threat to the health and/or safety of citizens existed as described in the application and was considered to be an emergency situation; and
b. Immediate action was necessary; any delay would have intensified the situation; and this threat can be supported by an appropriate authority other than the applicant; and
c. The situation was not brought on by poor maintenance or neglect; and
d. There were no other federal, state or local resources available to alleviate the threat; and

WHEREAS, any of the CDBG funding will be returned to the Michigan Economic Development Corporation, acting on behalf of the Michigan Strategic Fund, if funds for these repairs are reimbursed by insurance, or state or federal grant award or assistance; and

WHEREAS, the City Council of the City of Charlevoix on behalf of the City is authorizing to submit the Urgent Need Michigan CDBG Application.

THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX authorizes Robert Straebel, City Manager, to sign:

a. The Urgent Need Michigan CDBG Part 2 Application and all attachments; and
b. The Grant Agreement and all amendments; and
c. Grant Payment Requests.

RESOLVED, this 23rd day of September, A.D. 2014.

Resolution was adopted by the following yea and nay vote:

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

VI. Audience – Non-agenda Input (written requests take precedent)
None.

VII. Adjourn
The Mayor stated that, barring any objections, the meeting would adjourn.
There were no objections.
Meeting adjourned at 5:40 p.m.

Joyce M. Golding City Clerk

Norman Carlson Jr. Mayor

Check Number	Payee	Amount
09/18/2014		
111128	STATE OF MICHIGAN	70.00
Total 09/18/2014:		70.00
Grand Totals:		70.00

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

09/18/14	Special Accounts Payable Run	$	70.00
09/19/14	Special Accounts Payable Run	$	51,649.29
09/26/14	Payroll	$	91,839.35
09/26/14	Payroll Transmittal Checks	$	61,286.39
10/07/14	Regular Accounts Payable	$	434,171.91
	Checks Sub-Total:	$	639,016.94

FIRSTMERIT BANK - ACH PAYMENTS

09/11/14	FirstMerit Bank N.A.	$	51.51
09/15/14	MI Public Power Agency	$	24,827.65
09/22/14	MI Public Power Agency	$	35,419.76
09/25/14	MI Public Power Agency	$	286,115.01
09/26/14	IRS (Payroll Tax Deposit)	$	34,195.61
09/26/14	Alerus Financial (HCSP)	$	270.00
09/26/14	State of MI (Withholding Tax)	$	4,985.08
09/26/14	Vantagepoint (401 ICMA Plan)	$	728.06
09/26/14	Vantagepoint (457 ICMA Plan)	$	13,186.22
09/26/14	MERS (Defined Benefit Plan)	$	24,750.60
09/29/14	MI Public Power Agency	$	22,006.35
		$	-
	ACH Sub-Total:	$	446,535.85
	First Merit Bank Total:	$	1,085,552.79

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

10/07/14	Tax Disbursement	$	3,945,640.97
	Charlevoix State Bank Total:	$	3,945,640.97
	Grand Total:	$	5,031,193.76

APPROVED: CITY MANAGER _____ CITY TREASURER _____ CITY CLERK _____

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/19/2014		
111129	AT&T	1,870.65
111130	AT&T MOBILITY	81.07
111131	AVFUEL CORPORATION	21,071.73
111132	CHARLEVOIX STATE BANK	4,671.53
111133	DELTA DENTAL	4,164.18
111134	FIRSTMERIT BANK N.A.	18,162.24
111135	GREAT LAKES ENERGY	178.78
111136	L AND S TREE SERVICE	120.00
111137	METLIFE SMALL BUSINESS CENTER	747.38
111138	VERIZON WIRELESS	56.72
111139	VISION SERVICE PLAN	525.01
Total 09/19/2014:		51,649.29
Grand Totals:		51,649.29

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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09/20/2014	PC	09/26/2014	18386	STRAEBEL, ROBERT J.	102		2,186.47
09/20/2014	PC	09/26/2014	18387	GOLDING, JOYCE M.	106		1,053.34
09/20/2014	PC	09/26/2014	18388	DEROSIA, PATRICIA E.	107		871.03
09/20/2014	PC	09/26/2014	18389	LOY, EVELYN R.	117		1,017.15
09/20/2014	PC	09/26/2014	18390	KLOOSTER, ALIDA K.	121		1,404.26
09/20/2014	PC	09/26/2014	18391	BROWN, STEPHANIE C.	126		1,067.74
09/20/2014	PC	09/26/2014	18392	SPENCER, MICHAEL D.	132		1,296.68
09/20/2014	PC	09/26/2014	18393	SPENCLEY, PATRICIA L.	136		1,211.67
09/20/2014	PC	09/26/2014	18394	PANOFF, ZACHARY R.	141		436.51
09/20/2014	PC	09/26/2014	18395	PEARSON, BETHANY S.	143		1,248.39
09/20/2014	PC	09/26/2014	18396	ZIELINSKI, JOSEPH A.	144		1,735.63
09/20/2014	PC	09/26/2014	18397	DOAN, GERARD P.	201		1,613.56
09/20/2014	PC	09/26/2014	18398	SHRIFT, PETER R.	203		1,141.93
09/20/2014	PC	09/26/2014	18399	SCHLAPPI, JAMES L.	204		1,000.89
09/20/2014	PC	09/26/2014	18400	UMULIS, MATTHEW T.	205		1,194.20
09/20/2014	PC	09/26/2014	18401	HANKINS, SCOTT A.	208		1,490.16
09/20/2014	PC	09/26/2014	18402	ORBAN, BARBARA K.	209		1,246.90
09/20/2014	PC	09/26/2014	18403	TRAEGER, JASON A.	210		1,130.15
09/20/2014	PC	09/26/2014	18404	WARNER, JANINE M.	213		986.17
09/20/2014	PC	09/26/2014	18405	EVANS JR, HALBERT K.	214		1,424.26
09/20/2014	PC	09/26/2014	18406	LEE, LOREN G.	217		250.75
09/20/2014	PC	09/26/2014	18407	FLICKEMA, ANDREW M.	222		441.52
09/20/2014	PC	09/26/2014	18408	BINGHAM, LARRY E.	224		644.67
09/20/2014	PC	09/26/2014	18409	SCHWARTZFISHER, JOS	303		1,016.95
09/20/2014	PC	09/26/2014	18410	ROLOFF, ROBERT P.	304		2,115.31
09/20/2014	PC	09/26/2014	18411	BRODIN, WILLIAM C.	305		1,296.03
09/20/2014	PC	09/26/2014	18412	RILEY, DENISE M.	306		508.61
09/20/2014	PC	09/26/2014	18413	TEUNIS, STEVEN L.	402		1,758.35
09/20/2014	PC	09/26/2014	18414	WURST, RANDALL W.	411		1,322.22
09/20/2014	PC	09/26/2014	18415	MAYER, SHELLEY L.	412		1,332.27
09/20/2014	PC	09/26/2014	18416	HILLING, NICHOLAS A.	413		1,108.49
09/20/2014	PC	09/26/2014	18417	MEIER III, CHARLES A.	421		1,850.69
09/20/2014	PC	09/26/2014	18418	ZACHARIAS, STEVEN B.	422		1,200.00
09/20/2014	PC	09/26/2014	18419	NISWANDER, JOSEPH F.	504		1,358.17
09/20/2014	PC	09/26/2014	18420	FRYE, EDWARD J.	508		958.86
09/20/2014	PC	09/26/2014	18421	JONES, TERRI L.	511		833.79
09/20/2014	PC	09/26/2014	18422	EATON, BRAD A.	515		2,013.70
09/20/2014	PC	09/26/2014	18423	WILSON, TIMOTHY J.	516		1,909.45
09/20/2014	PC	09/26/2014	18424	LAVOIE, RICHARD L.	519		1,329.92
09/20/2014	PC	09/26/2014	18425	STEVENS, BRANDON C.	521		1,230.91
09/20/2014	PC	09/26/2014	18426	DRAVES, MARTIN J.	523		1,592.86
09/20/2014	PC	09/26/2014	18427	ELLIOTT, PATRICK M.	600		1,732.19
09/20/2014	PC	09/26/2014	18428	WELLS JR., DONALD E.	609		1,377.15
09/20/2014	PC	09/26/2014	18429	BRADLEY, KELLY R.	614		1,476.92
09/20/2014	PC	09/26/2014	18430	WILSON, RICHARD J.	615		1,198.92
09/20/2014	PC	09/26/2014	18431	HART II, DELBERT W.	616		789.29
09/20/2014	PC	09/26/2014	18432	JONES, ROBERT F.	618		1,203.86
09/20/2014	PC	09/26/2014	18433	DORAN, JUSTIN J.	621		1,416.29
09/20/2014	PC	09/26/2014	18434	MARTINEZ, STANLEY A.	634		518.50
09/20/2014	PC	09/26/2014	18435	MANKER JR, DAVID W.	638		463.84
09/20/2014	PC	09/26/2014	18436	MANKER SR, DAVID W.	639		700.76
09/20/2014	PC	09/26/2014	18437	NEUMANN, DANA L.	640		527.51
09/20/2014	PC	09/26/2014	18438	BECKER, MICHAEL S.	641		594.16
09/20/2014	PC	09/26/2014	18439	NICHOLS, RUSSELL N.	661		289.81
09/20/2014	PC	09/26/2014	18440	HAWKINS, JAMES S.	662		415.23
09/20/2014	PC	09/26/2014	18441	MCGHEE, ROBERT R.	663		987.07

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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09/20/2014	PC	09/26/2014	18444	KIRINOVIC, THOMAS F.	700		751.93
09/20/2014	PC	09/26/2014	18445	HEID, THOMAS J	802		1,273.19
09/20/2014	PC	09/26/2014	18446	WESCOTT, DENNIS M.	828		113.23
09/20/2014	PC	09/26/2014	18447	STEIN, DONNA E.	830		215.34
09/20/2014	PC	09/26/2014	18448	GRUNCH, RONALD J.	844		109.49
09/20/2014	PC	09/26/2014	18449	RYPSTRA III, BART	852		96.08
09/20/2014	PC	09/26/2014	18450	MACLEOD, SAMUEL R.	857		361.31
09/20/2014	PC	09/26/2014	18451	STEIN, MARK G.	858		31.72
09/20/2014	PC	09/26/2014	18452	VANLOO, JOSEPH G.	902		521.45
09/20/2014	PC	09/26/2014	18453	TABER, HOLLY S.	924		259.58
09/20/2014	PC	09/26/2014	18454	WYMAN, MATTHEW A.	927		1,381.00
09/20/2014	PC	09/26/2014	18455	DRAVES, MICHAEL J.	928		757.04
09/20/2014	PC	09/26/2014	18456	SCHRADER, LOU ANN	929		549.77
09/20/2014	PC	09/26/2014	18457	SCHWAGER, EDWARD J.	930		967.93
09/20/2014	PC	09/26/2014	18458	HUESING, HENRY A.	931		132.14
09/20/2014	PC	09/26/2014	18459	FUNKEY, KRAIG R.	1034		193.93
09/20/2014	PC	09/26/2014	18460	RILEY, TIMOTHY C.	1045		171.04
09/20/2014	PC	09/26/2014	18461	RAMSEY, KYLE J.	1051		108.22
09/20/2014	PC	09/26/2014	18462	RILEY, CASEY W.	1052		280.66
09/20/2014	PC	09/26/2014	18463	HUNTER, DESMOND J.	1053		33.04
09/20/2014	PC	09/26/2014	18464	THORMAN, MIKAYLA R.	1055		179.07
09/20/2014	PC	09/26/2014	18465	JONES, LARRY M.	1057		1,008.07
09/20/2014	PC	09/26/2014	18466	TRAVERS, MANUEL J.	1071		320.36
09/20/2014	PC	09/26/2014	18467	SILVA, JESSE L.	1073		39.65
09/20/2014	PC	09/26/2014	18468	COLLINS, CHAD M.	1076		817.97
09/20/2014	PC	09/26/2014	18469	RILEY, DANIEL A.	1079		1,053.17
09/20/2014	PC	09/26/2014	18470	WHITLEY, ADAM	1089		356.41
09/20/2014	PC	09/26/2014	18471	SCHOOF, WILLIAM R.	1094		720.86
09/20/2014	PC	09/26/2014	111140	KLOOSTER, PATRICK H.	216		218.40
09/20/2014	PC	09/26/2014	111141	LABELLE, DAVIS B.	234		150.14
09/20/2014	PC	09/26/2014	111142	GREYERBIEHL, KELLY M.	260		499.55
09/20/2014	PC	09/26/2014	111143	SWEM, DONALD L.	512		1,667.39
09/20/2014	PC	09/26/2014	111144	WHITLEY, ANDREW T.	522		1,262.67
09/20/2014	PC	09/26/2014	111145	MORRISON, KEVIN P.	601		916.44
09/20/2014	PC	09/26/2014	111146	HODGE, MICHAEL J.	606		1,089.24
09/20/2014	PC	09/26/2014	111147	JOHNSON, STEVEN P.	617		1,188.87
09/20/2014	PC	09/26/2014	111148	BISHAW, JAMES H.	633		669.96
09/20/2014	PC	09/26/2014	111149	CURTIS, DENNIS E.	831		657.27
09/20/2014	PC	09/26/2014	111150	BOOTHE, STEVEN A.	832		163.79
09/20/2014	PC	09/26/2014	111151	DAVIS, RONALD L.	853		61.50
09/20/2014	PC	09/26/2014	111152	GILL, DAVID R.	856		909.16
09/20/2014	PC	09/26/2014	111153	TODD, RICHARD D.	859		270.18
09/20/2014	PC	09/26/2014	111154	STEVENS, JEFFREY W.	1028		483.68
09/20/2014	PC	09/26/2014	111155	ROLOFF, AUDREY M.	1037		1,240.98
09/20/2014	PC	09/26/2014	111156	MATTER, DAWSON K.	1038		607.79
09/20/2014	PC	09/26/2014	111157	MARSH JR., JAMES D.	1043		23.55
09/20/2014	PC	09/26/2014	111158	MCCRANEY, RUSSELL R.	1056		13.21
09/20/2014	PC	09/26/2014	111159	SCOTT JR., WINFIELD	1072		33.04
09/20/2014	PC	09/26/2014	111160	KITELEY, FISHER L.	1074		66.07
09/20/2014	PC	09/26/2014	111161	BERGMANN, DOUGLAS	1087		105.72
Grand Totals:			109			OK JJ	91,839.35

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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09/20/2014	09/26/2014	111162	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
09/20/2014	09/26/2014	111163	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
09/20/2014	09/26/2014	111164	BAY WINDS FEDERAL C	9028	Lump Sum Employer Contribution	13,000.00
09/20/2014	09/26/2014	111165	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 9/20/2	65.50
09/20/2014	09/26/2014	111166	CHARLEVOIX STATE BA	9016	Lump Sum Employer Contribution	41,968.13
09/20/2014	09/26/2014	111167	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	941.16
09/20/2014	09/26/2014	111168	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	530.60
09/20/2014	09/26/2014	111169	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	546.29
09/20/2014	09/26/2014	111170	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
09/20/2014	09/26/2014	111171	NORTHWESTERN BANK	9027	Lump Sum Employer Contribution	2,000.00
09/20/2014	09/26/2014	111172	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,523.14
Grand Totals:		12				61,286.39

OK

Check Number	Payee	Amount
10/07/2014		
111173	AIRGAS USA LLC	174.02
111174	AIRNAV LLC	176.00
111175	ALTEC INDUSTRIES INC	178,987.00
111176	AMERICAN WASTE INC.	339.88
111177	AMERICAN WATER WORKS ASSN	174.00
111178	AMERIGAS - PETOSKEY	449.93
111179	AT&T LONG DISTANCE	11.08
111180	AUTO VALUE	513.02
111181	AVFUEL CORPORATION	76,084.98
111182	B & L SOUND INC	10.00
111183	BAKKER, KAREN	24.00
111184	BERG, REBECCA	167.00
111185	BEST, MARVIN	141.00
111186	BLARNEY CASTLE OIL CO	1,054.99
111187	BRADFORD'S	6.50
111188	BRADLEY, KELLY R.	60.00
111189	CENTRAL DRUG STORE	61.15
111190	CHARLEVOIX AGENCY	144.00
111191	CHARLEVOIX COUNTY SHERIFF'S DE	295.00
111192	CHARLEVOIX SCREEN MASTERS INC	340.50
111193	CHARLEVOIX TOWNSHIP	16.21
111194	CHEMICAL SYSTEMS INC.	1,872.00
111195	CHESAPEAKE GROUP INC.	6,000.00
111196	COVEYOU FARMS LLC	101.00
111197	DAVE KRING CHEVROLET	372.57
111198	DCASSESSING SERVICES	4,371.08
111199	DeROSIA, PATTY	58.97
111200	DHASELEER, CARL	179.00
111201	DITCH WITCH SALES OF MICHIGAN	83.32
111202	DOAN, GERARD	41.00
111203	DTE ENERGY	1,778.90
111204	ELLIOTT, PATRICK M.	41.00
111205	ERNO, LEE	18.00
111206	ETNA SUPPLY	5,880.00
111207	EVANS, HAL	41.00
111208	FARMER WHITE'S	269.00
111209	FARMER'S DAUGHTER	780.00
111210	FASTENAL COMPANY	762.44
111211	FERGUSON ENTERPRISES #2000	575.04
111212	FIRMAN IRRIGATION & LANDSCAPE	125.73
111213	FREEDOM MAILING SERVICES INC.	2,454.88
111214	GARY BALCH RENTALS	14.92
111215	GAUTHIER, WILLIAM	22.00
111216	GEMPLER'S	145.35
111217	GERBER HOMEMADE SWEETS	13.00
111218	GOLDING, JOYCE	82.00
111219	GORDON FOOD SERVICE	39.98
111220	GRAVES-WESOLOSKY, ROBERT	41.37

Check Number	Payee	Amount
111221	GREAT LAKES PIPE & SUPPLY	623.37
111222	GRIFFIN BEVERAGE CO	84.00
111223	GRIFFITH, CATHERINE	100.00
111224	GRP ENGINEERING INC.	2,298.84
111225	GUNTZVILLER, RHONDA	135.00
111226	HACH COMPANY	733.17
111227	HANKINS, SCOTT	41.00
111228	HEID, THOMAS J.	41.00
111229	HENRY, KENROY	75.00
111230	HERZOG ELECTRIC	214.80
111231	HILTI INC.	1,687.79
111232	HOLIDAY COMPANIES	9,437.77
111233	HYDE SERVICES LLC	250.76
111234	HYDRO DESIGNS INC.	515.00
111235	INDEPENDENT DRAFTING SERVICES	1,952.00
111236	INDUSTRIAL MARKETING	1,102.15
111237	JACK DOHENY SUPPLIES INC	572.82
111238	JOE'S PROFESSIONAL SERVICES LLC	112.50
111239	KEWEENAW EXCURSIONS	172.00
111240	KIRINOVIC, THOMAS	41.00
111241	KLOOSTER, ALIDA K.	41.00
111242	KMart	37.75
111243	KOGER, CHARLOTTE	75.00
111244	KSS ENTERPRISES	830.71
111245	LEUSINK, DAVID	49.43
111246	LOTTIE'S BAGELS	84.00
111247	LUCAS, TAWNIE	9.65
111248	LUTTRELL WELL DRILLING INC.	1,955.00
111249	MCMASTER-CARR	256.98
111250	MDC CONTRACTING LLC	6,121.75
111251	MICHIGAN HISTORIC PRESERVATION	206.50
111252	MICHIGAN MUNICIPAL LEAGUE	18,202.25
111253	MICHIGAN MUSHROOM MARKET LLC	16.00
111254	MIKE'S GLASS	685.00
111255	MILLER,CANFIELD, PADDOCK & STO	35,000.00
111256	MODERN MARKETING	519.22
111257	MOSORYAK, JOHN MATTHEW	46.00
111258	NCL OF WISCONSIN INC.	141.80
111259	NETSOURCE ONE INC.	30.00
111260	NORTH COAST FASTENERS LLC	318.60
111261	NORTHEAST WISCONSIN TECHNICAL	150.00
111262	NORTHERN CREDIT BUREAU	257.34
111263	NORTHERN FIRE & SAFETY INC.	327.00
111264	NORTHERN MICHIGAN JANITORIAL	176.30
111265	NORTHERN MICHIGAN REVIEW INC.	3,911.81
111266	NORTHERN PUMP SERVICE INC.	665.00
111267	NORTHERN SAFETY CO INC	675.81
111268	NYE UNIFORM CO	100.54
111269	OLESON'S FOOD STORES	745.98

Check Number	Payee	Amount
111270	OLSON BZDOK & HOWARD	5,010.50
111271	OMLAND, FORREST	100.00
111272	OMS COMPLIANCE SERVICES INC	48.75
111273	OSTRUM-BERROU, TARA	80.00
111274	OTEC	1,437.65
111275	OVERHEAD DOOR COMPANY	94.87
111276	PARASTAR INC.	1,528.51
111277	PARKS AUTO PARTS	100.00
111278	PEARSON, BETHANY	41.00
111279	PHONE GUIDE	291.00
111280	PHYSIO-CONTROL INC.	398.04
111281	PLUNKETT & COONEY	420.00
111282	POLLARDWATER.COM - EAST	529.20
111283	POND HILL FARM LLC	140.00
111284	POWER LINE SUPPLY	2,976.44
111285	PREFERRED WASTE 2 LLC	670.00
111286	PREIN & NEWHOF	8,118.75
111287	RAY, JAMES	22.66
111288	ROBERT W. BAIRD & CO.	14,500.00
111289	SCHWAGER, EDWARD J.	41.00
111290	SECURITY SANITATION INC.	285.00
111291	SHARROW MASONRY INC	1,438.44
111292	SHINDORF BUILDERS	586.00
111293	SIEGRIST, DAVID	80.00
111294	SKILLPATH SEMINARS	149.00
111295	SMOKE ON THE WATER	10.00
111296	SPEEDWRENCH INC.	79.25
111297	SPENCER, MICHAEL	41.00
111298	STATE OF MICHIGAN	25.00
111299	STOLT, ROBERT	124.85
111300	STRAEBEL, ROBERT J.	68.00
111301	SUPERIOR MECHANICAL	499.59
111302	SWANSON K & D INC	6,250.00
111303	SWEM, DONALD L.	41.00
111304	TEUNIS, STEVEN	41.00
111305	TOP QUALITY GLOVE	139.80
111306	TRI-TURF	1,964.00
111307	UP NORTH PROPERTY SERVICES LL	5,859.00
111308	VILLAGE GRAPHICS INC.	203.80
111309	WASHBURNE, BRENDA	108.00
111310	WELLER, LINDA	41.00
111311	WHITLEY, ANDREW	15.60
111312	WILLIAMS, GLORIA JEAN	12.00
111313	WORK & PLAY SHOP	1,525.01
111314	WYMAN, MATTHEW A.	41.00
111315	ZIELINSKI, JOSEPH A.	41.00
111316	ZOLL MEDICAL CORPORATION	735.00

Check Number	Payee	Amount
Total 10/07/2014:		434,171.91
Grand Totals:		434,171.91

Check Number	Payee	Amount
09/11/2014		
91114001	FIRSTMERIT BANK N.A.	51.51
Total 09/11/2014:		51.51
Grand Totals:		51.51

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/15/2014		
91514001	MICHIGAN PUBLIC POWER AGENCY	24,827.65
Total 09/15/2014:		24,827.65
Grand Totals:		24,827.65

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/22/2014		
92214001	MICHIGAN PUBLIC POWER AGENCY	35,419.76
Total 09/22/2014:		35,419.76
Grand Totals:		35,419.76

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/25/2014		
92514001	MICHIGAN PUBLIC POWER AGENCY	286,115.01
Total 09/25/2014:		286,115.01
Grand Totals:		286,115.01

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
92614001			
09/26/2014	92614001	**EFTPS* Payroll Taxes	8,545.76
09/26/2014	92614001	**EFTPS* Payroll Taxes	8,545.76
09/26/2014	92614001	**EFTPS* Payroll Taxes	1,998.57
09/26/2014	92614001	**EFTPS* Payroll Taxes	1,998.57
09/26/2014	92614001	**EFTPS* Payroll Taxes	13,106.95
Total 92614001: 5			34,195.61
92614002			
09/26/2014	92614002	Alerus Financial	270.00
Total 92614002: 1			270.00
92614003			
09/26/2014	92614003	STATE OF MICHIGAN	4,985.08
Total 92614003: 1			4,985.08
92614004			
09/26/2014	92614004	Vantagepoint - 401 Plan 109153	728.06
Total 92614004: 1			728.06
92614005			
09/26/2014	92614005	Vantagepoint - 457 Plan 300959	5,580.67
09/26/2014	92614005	Vantagepoint - 457 Plan 300959	203.59
09/26/2014	92614005	Vantagepoint - 457 Plan 300959	1,707.67
09/26/2014	92614005	Vantagepoint - 457 Plan 300959	5,694.29
Total 92614005: 4			13,186.22
Grand Totals: 12			53,364.97

OK JJ

Check Number	Payee	Amount
09/26/2014		
92614006	MERS	24,750.60
Total 09/26/2014:		24,750.60
Grand Totals:		24,750.60

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/29/2014		
92914001	MICHIGAN PUBLIC POWER AGENCY	22,006.35
Total 09/29/2014:		22,006.35
Grand Totals:		22,006.35

M = Manual Check, V = Void Check

Check Number	Payee	Amount
10/07/2014		
2409	CHARLEVOIX COUNTY TREASURER	1,828.22
2410	CHARLEVOIX COUNTY TREASURER	1,095,070.21
2411	CHARLEVOIX PUBLIC SCHOOLS	1,262,700.65
2412	CHARLEVOIX PUBLIC SCHOOLS	198,106.21
2413	CHARLEVOIX PUBLIC SCHOOLS	14,533.97
2414	CHARLEVOIX PUBLIC SCHOOLS	91,157.39
2415	CITY OF CHARLEVOIX - TAXES DUE	1,273,923.26
2416	FOSTER, STEVEN AND STACEY	40.00
2417	HARBOR INDUSTRIES INC.	89.96
2418	STATE OF MICHIGAN	8,191.10
Total 10/07/2014:		3,945,640.97
Grand Totals:		3,945,640.97

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Electric Department Safety Meeting Agreement

DATE: October 6, 2014

PRESENTED BY: Don Swem

ATTACHMENTS: MECA Letter Dated Jan. 20, 2014, Safety Program Agreement

BACKGROUND INFORMATION:

For the last three years the Charlevoix Electric Department has been having safety meetings presented by the Michigan Electric Cooperative Association (MECA) under an agreement approved by Council in late 2011. The agreement was for three years and is now about to expire.

The MECA Safety Training has been very successful, keeping the Department up to date with OSHA and other safety standards. Without this training we would be in violation and subject to fines, besides the fact that we would be less safe on the job.

For the first three years of this Agreement we paid $15,000 each year. MECA sent a notice early this year (attached) that to extend the Agreement for the next three years will cost $15,610 per year, an increase of 4%, which seems very reasonable. In 2011 the Michigan Municipal Power Agency (MPPA) had two other bidders for this training, and at that time none of the MPPA members used either of the other two bidders for various reasons. We have been very satisfied with the MECA Training and feel that there are no comparable training programs available in northern Michigan that would work for us under the same circumstances (holding safety meetings at our shop and hosting major workshops for specialized training). For these reasons we do not want to change vendors.

RECOMMENDATION:

It is asked that Council approve the extension of the MECA Safety Program Agreement for the next three years at a cost of $15,610 per year.

MECA

Michigan Electric Cooperative Association

January 20, 2014

Don Swem
City Engineer
City of Charlevoix
210 State Street
Charlevoix MI 49720

Re: **Notice of 2015-2017 Safety Program Pricing**

Dear Don:

Thank you for your commitment to workplace safety, and your continued participation in the Michigan Electric Cooperative Association (MECA) safety training program.

Consistent with the Safety Program Agreement between our two organizations, we are writing to inform you of a pricing change for the 2015-2017 programs. The annual fee for City of Charlevoix will be $15,610, which provides for six traditional safety meetings, safety workshops, mutual aid support, accident investigation and other safety support (see Exhibit A, attached). This amount will continue to be payable in advance to MECA by December 1 of each proceeding program year.

The revised pricing model was designed to bridge the gap between the dues amounts paid by cooperative and non-cooperative participants, while providing 3-year price assurance for all. Changes to the pricing formula are:

- Increased site fee from $12,500 to $14,000. All utilities receiving services as part of a group share the site fee equally (e.g. if there are three utilities sharing a site, each pays $4,666, one third of the $14,000 site fee).
- Increased utility fees from $7,500 to $10,950 ("large" utility) and from $3,500 to $5,110 ("small" utility).

These changes have been discussed and endorsed by a joint safety steering committee that is comprised of safety/operations professionals from both cooperative and municipal members of the MECA safety program:

Mark Prevost (Bay City)	Tom Harrell (Alger Delta)	Dave Matz (Great Lakes)
Greg Fishnick (Holland)	Jim Blekicki (Grand Haven)	Matt Miller (HomeWorks)
Rod Solak (Traverse City)	Jim Mackie (Cloverland)	Jim Carpenter (Cherryland)
	David Lynch (Marquette)	

This notice of pricing change is being made in accordance with Section 2 of our signed safety program agreement (attached). No action needs to be taken to continue participation in the MECA safety program for the 2015-2017 term. If you have any questions, please direct them to Mr. Joe McElroy, MECA Director of Safety & Loss Control, at jmcelroy@meca.coop or 517-331-4459.

The success of our safety program is based on a foundation of partnership between our electric cooperative members and municipal/private utility partners. We look forward to continuing this strategic partnership. Thank you for your participation in the MECA safety program.

Sincerely,

Craig A. Borr
President/CEO

Joe McElroy
Director of Safety & Loss Control

Michigan Electric Cooperative Association

SAFETY PROGRAM AGREEMENT

COPY

The undersigned municipal utility ("Utility") hereby subscribes to participate in the Employee Safety Program described below (the "Program") and provided by the Michigan Electric Cooperative Association ("MECA").

The Utility and MECA hereby agree as follows:

1. The Program.

MECA shall provide the Program services to the Utility as more particularly set forth on Exhibit "A" attached to this Agreement and incorporated herein by reference.

The Program will be provided at a time scheduled by MECA in a single location within the Utility's service territory or in reasonably close proximity. MECA provides the Program services to multiple utilities and, for efficiency, reserves the right to combine the Utility's Program services with other utilities' participation at a more central location.

2. Term.

The initial term of this Agreement is three (3) years beginning January 1, 2012. The Agreement shall thereafter automatically renew for successive three (3) year renewal terms unless either party provides written notice of non-renewal to the other party not less than six (6) months prior to the expiration of the initial term or any renewal term. MECA may change the fees for the Program services for any subsequent renewal term by providing written notice to the Utility not less than eight (8) months prior to the expiration of the then-current term of this Agreement.

The Agreement may be earlier terminated by either party at any time (i) upon a default of the other party after written notice of the default and failure to cure the default within 30 days after receipt of the notice; or (ii) MECA ceasing to provide the Program services.

Upon an early termination based upon MECA ceasing to provide the Program, all pre-paid Program services shall be provided or the annual payment shall be refunded to the Utility.

3. Fees.

The annual fee for the Program shall be $15,000, payable in advance to MECA by December 1 of each preceding calendar year during the term of this Agreement. The annual fee is subject to change for each renewal term by written notice to the Utility as provided in Section 2.

4. Liability.

The Utility remains responsible for its compliance with all applicable safety requirements and recommendations. Nothing in this Agreement or in the provision of the Program services to the Utility and its employees shall cause MECA to assume any responsibility or any liability to any third party or to the Utility or its employees for the Utility's compliance with any applicable federal, state, local or industry standards or requirements.

The Utility hereby agrees to indemnify and hold MECA, and its directors, members, employees, contractors and agents, harmless from and against any claims made against MECA for any injury, death or damages, including all costs of defense against any such claim, arising out of or made in connection with the Utility's or its employees' failure to properly comply with any applicable safety standard or requirement.

Neither party shall be liable to the other party for any indirect, incidental or consequential damages related to either party's performance or non-performance of their obligations under this Agreement.

5. Assignment.

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by the Utility to any

COPY

unaffiliated person without the prior written consent of MECA.

6. **Notices.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail, postage prepaid, to the addresses set forth below. Notice shall be deemed to be given upon mailing.

7. **No Agency.**

By entering into this Agreement and performing its obligations hereunder, MECA is acting solely as an independent contractor and shall not be, and shall not be deemed to be, an agent of the Utility for any purpose.

8. **Entire Agreement.**

This Agreement contains the entire agreement of the parties with respect to the provision of the Program services and supersedes all prior correspondence, conversations and negotiations with respect thereto. Except as otherwise provided herein, this Agreement may be changed or otherwise modified only in writing and signed by both parties hereto.

9. **Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The undersigned parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date accepted and executed by MECA below.

CITY OF CHARLEVOIX

By: _____
Norman Carlson Jr.
Its: Mayor

Attest:
Carol Ochs
Its: City Clerk

Address: City of Charlevoix
210 State St
Charlevoix, MI 49720

Accepted 5/11/2011, 2011

MICHIGAN ELECTRIC COOPERATIVE ASSOCIATION

By: _____
Craig Rorr, President and CEO

Address: 2859 W. Jolly Road
Okemos, MI 48864

LAN01\236627.4
ID\WIP - 025166/0999

CHARLEVOIX CITY COUNCIL
AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve an Amendment to the City of Charlevoix and Army Corps of Engineers (ACE) Management/Operations Agreement

DATE: October 6th, 2014

PRESENTED BY: Bethany Pearson

ATTACHMENTS: 1. Draft Amendment

BACKGROUND INFORMATION: The Charlevoix DDA and local non-profit organization Keep Charlevoix Beautiful both have plans to implement and expand plans for current projects that require additional language in the City's Management/Operations Agreement with the Army Corps of Engineers.

The Charlevoix DDA, now in their third year of the Charlevoix Bridge Drop New Year's Eve Event would like to revise the plan to include the authorization of fireworks, among other possible alternatives, on the Army Corps of Engineers property. The Bridge Drop organizers would still need to apply for proper fireworks permits and have authorization from City Council before a fireworks launch would be allowed.

Keep Charlevoix Beautiful, would also like to include language that would allow them to install petunia planters along the railings or petunia baskets along the promenade adjacent to the channel. The organization is working with a donor to test the idea with some sample baskets in 2015 to see how the flowers might hold up to the harsh weather conditions found along the channel. If results from 2015 are favorable and the project is financially feasible, Keep Charlevoix Beautiful would like to install flowers the entire length of the channel on both the north and south sides.

The draft amendment has been sent to our Army Corps of Engineers Representative Tom O'Brian as well as Army Corps of Engineers Specialist Shawn Sanchez and both have approved the proposed language.

RECOMMENDATION: To approve the revised attached amendment to the Management/Operations Agreement between the City of Charlevoix and the U.S. Army Corps of Engineers.

Development/Management Plan

- The site includes two handicap accessible all-weather walkways located directly north and south of the Pine River Channel.

- Public use of the piers are limited to passive recreation, including walking, viewing Lake Michigan and the Pine River Channel waterways, observing boats, fishing and bird watching.

- Facilities for parking, picnicking, restrooms and trash are accessible immediately adjacent to the south pier head. The City and DDA has an option for implementing their Memorial Bench Program on each pier.

- The site is available to the public year round, weather permitting.

- The City of Charlevoix will continue to provide litter pick-up on an on-going basis.

- The pier is patrolled by local law enforcement, as required.

- The City of Charlevoix has obtained title to the lighthouse in 2008. The lighthouse has been a part of Charlevoix's history since 1886. The City currently has a restoration and maintenance construction plan with the Charlevoix Historical Society, to preserve the lighthouse for future generations. This organization has made rehabilitation of the lighthouse a priority and has made substantial progress on repairing and maintaining the structure. To date, the following has been completed:

Phase I	Repair 4 existing steel windows, Fabricate and install 2 matching steel windows, Remove rust & repair steel plate skin (exterior), Install steel floor grating lower level, Install perimeter drainage both enclosed levels, repair lantern roof & base flashing, replace lantern glass panels & repair frame, clean & repair of existing ventilation measures.
Phase II	Removal of existing rust and corrosion from exterior surfaces; removal of deteriorated paint from exterior surfaces; preparation of all exterior surfaces for painting; application of primer and finish coats to all exterior surfaces; replace or repair bent steel bracing.
Funding:	The Charlevoix Historical Society has obtained donations and sold merchandise to raise funds. They have also received lighthouse grants from the Michigan Department of History, Arts and Libraries.

Additional work on the lighthouse includes:

Phase III & IV	Remove rust & paint interior of lighthouse. Study to upgrade of Ferdinand fog horn

Maintenance — Once the restoration work is completed, the Charlevoix Historical Society will establish a maintenance fund and continue to raise money for routine maintenance. It is our understanding that the USCG maintains the Aid to Navigation; The Army Corps of Engineers maintains the Pier. There is universal community support for the continued maintenance of our unique structure.

- The City has experienced problems with people swimming, jumping, and diving from both the north and south piers. Given the amount of boat traffic in the Pine River Channel, the City Police Department is concerned about the safety of the swimmers and intends to enact policing powers to prohibit swimming from both the north and south piers. It is further intended that the police will periodically patrol these piers. Additionally, the city will work with Army Corps of Engineers representatives for installation of signs on both the north and south piers alerting the public that swimming in the Channel is illegal. To better monitor pier activity, the City may seek permission from the Army Corps of Engineers to install surveillance cameras on both the north and south piers in the future. Lastly, the City intends to enact and enforce, as permitted by law, a local ordinance that will provide swimming and diving from both piers or swimming within 15 feet of the piers. The ordinance can only be enforced if the City has leased the piers.

- The City of Charlevoix and the Charlevoix Downtown Development Authority will implement their Memorial Bench Program on the property adjacent to the channel.

- The City of Charlevoix may host; with proper permitting and protocol, a fireworks show, light show, or other special event on the north or south piers. "The City plans to have an annual fireworks display held for the "Bridge Drop" event that takes place on New Year's Eve (December 31st). Proper insurance and safety measurements as required by local and state laws must be in effect.

- The City of Charlevoix or a designated non-profit may place planters on the railing or in baskets, on or adjacent to the north or south piers and/or the Pine River Channel. The City or its designee will provide design plans to the Army Corps of Engineers to ensure safety of pedestrians and boaters before installation.

CHARLEVOIX CITY COUNCIL
AGENDA ITEM

AGENDA ITEM TITLE: Update on the DDA's downtown public mural

DATE: October 6, 2014

PRESENTED BY: Bethany Pearson

ATTACHMENTS: 1. Katherine Larson Proposal

BACKGROUND INFORMATION: The Charlevoix Downtown Development Authority was awarded two grants in the 2013-2014 year totaling $3,300 from the Charlevoix County Community Foundation ($500) and the Michigan Council for the Arts and Cultural Affairs ($2,800) for a public art project.

The DDA decided to use the money to create a public mural in a prominent downtown location and sent invitations to four pre-screened artists to submit concepts. The artists included Candyce Klooster Speck, Katherine Larson, Glenn Wolff, and Charles Thomson.

A selection committee comprised of Dave Miles from the Charlevoix Historical Society, Bethany Pearson from the DDA, Amanda Wilkin from the Charlevoix CVB, John Ochs from Central Drugs and Bob Klein from the Charlevoix Circle of the Arts, unanimously recommended that the DDA select a five panel concept design from Katherine Larson at $10,750. The committee, looked at a number of different factors including, historical significance, creativity, color, cost, and the public vote.

Katherine's design was the second least costly out of the four concepts which ranged from $9,000-$17,000. Her design, which comes in at $10,750 is second only to her own 3 panel concept. Although the project is $4,750 over our proposed $6,000 budget, the committee felt it gave the downtown the best "bang for our buck" and the extra two panels were worth the additional cost.

The DDA will be paying the down payment of $5,000 out of the 2014-2015 fiscal year budget and the remainder out of next year's budget in May when the mural is installed.

It is important to note that this will not be the final image that will be painted as the mural. The CEDD is working with the artist to complete a new sketch which will alter a couple of things in the original proposal to better showcase Downtown Charlevoix. Some of the proposed changes include:

- Starting the mural on the left in the 1920's when the Ochs family first started on the corner of Clinton and Bridge and end in the late 1960's when Earl Young was finishing his buildings. Currently the mural is chronological from 1890's-1930's.
- Remove the large schooner in the middle and instead put the Memorial Bridge

- Change the ferry boat to the Mary Margaret or Emerald Isle I (Beaver Island Ferry at the time)
- Change the roof line of the Earl Young home to look more like a mushroom
- Possibly paint the back door to more closely resemble the Earl Young homes
- Incorporate another season (fall) into the Earl Young panel instead of a moonlight scene

RECOMMENDATION: Discussion.

5-Panel mural
(Design sent via email)

APPLICANT INFORMATION

Artist Name: Katherine Larson

Address: 8471 Scally Rd, Dexter MI 48130

Phone: (734) 417-0141 E-Mail: divalarson@aol.com

BUDGET INFORMATION

Total Cost of Project: $ 10,750 Cost per Square Foot: $ $17 (5 sections - total of 609 sq ft)

Budget Breakdown:

Materials: $ 3400 - Paint, Panels and coating

Labor: $ 6500 - Prep panels and paint - final coat - install

Installation: $ 750 - Travel, rental truck transport cost - install

Other: $ 100 - Trim at bottom of each panel section to prevent scratching by snowplow, etc

MATERIALS: Please provide a detailed description of the materials you will use to complete the mural. Materials must be able to withstand harsh year-round outdoor conditions while ensuring the integrity of the structure and esthetics.

6x12 foot alu panels - specially ordered. Sanded, primed and painted w. Nova color exterior artist paints. Final coated after installation w. UV protection - automotive coating (panels oriented horizontally w. split at the water line.)

INSTALLATION: The City of Charlevoix will be providing the labor for the installation using instructions from the artist. Please describe in detail how you would like the artwork installed. The artist is responsible for ensuring the structural integrity of the framework and a successful installation.

The panels will look 3D - including the stone walls - but to protect against street and sidewalk cleaning equipment. I suggest spacing the panels up by 8 to 10 inches w. exterior-grade trim. The panels will be affixed to the brick wall with minimal anchors and side trim provided by the panel manufacturer.

CHARLEVOIX MURAL PROJECT SUBMISSION
SEPTEMBER 5TH, 2014

Katherine Larson- Brief Bio:
I have completed over 150 murals from the Midwest to the Southwest in businesses, public places and private residences, in both interiors and exteriors. Patrons include such well known names as: Whole Foods, Google, Domino's Pizza, Motts Children's Hospital, St. Joe Hospital and Great Harvest Bread. I have made my living full time as an artist since I was 16.

I received my training from Ball State University, The University of Michigan, Washtenaw Community College, the British Institute in Florence, Italy and the Goethe Institute in Rothenburg, Germany, but my real education has come from life experience. I work in variety of mediums from oil and acrylic to water-color and mixed media. I have illustrated ten nationally distributed children's books and have been commissioned for a great many illustrations for magazines and books. But I prefer to do large mural works.

MOST RECENT PUBLIC MURALS:
Motts Children's Hospital, Pediatric ICU, 8 x 60 feet, Ann Arbor, MI, 2014
St. Joseph Mercy Oakland, 2 Landmark Murals, 3rd & 4th floor, Pontiac, Michigan, 2014
Whole Foods, exterior mural 17 x 30 (winner of mural competition), Detroit, Michigan, 2013
Motts Children's Hospital, (Wall of Courage) 8 x 80 ft mural commission, Ann Arbor, Michigan, 2013
Bentley Historical Library, oil portrait commission, Ann Arbor, Michigan, 2013
Campus Inn, exterior mural, second floor (President Ford), Ann Arbor, Michigan, 2013
Google, Two mural commissions, Ann Arbor, Michigan, 2012
TFT Firefighter's Museum, commissions for three murals, Valparaiso, Indiana, 2011
University of Michigan Hospital, commission for four mural panels, Ann Arbor, Michigan, 2011
Washtenaw Community College, presidential portrait commission, Ypsilanti, Michigan, 2011
Arise Church, commission for two murals, Pinckney, Michigan, 2010
Putnam Township & Village of Pinckney, 175 year mural commission, Pinckney, Michigan, 2010
La Vita Bistro, restaurant mural commission, Pinckney, Michigan, 2010
Heritage School, commemorative "hands-on" public mural, Stockbridge, Michigan, 2010
YMCA, 100 year commemorative oil painting commission, Ann Arbor, Michigan, 2008
Orchard Hills Elementary, public mural commission, Novi, Michigan, 2008
First United Methodist Church, public mural commission, Ann Arbor, Michigan, 2007
Irwin Building, 19th Century author oil, Irwin collection, Ann Arbor, Michigan, 2007
St. Mary's Catholic School, "Hands-on" public mural, Pinckney, Michigan, 2007
Emmons Elementary School, "Hands-on" public mural, Caldonia, Michigan, 2007
Motts Children's Hospital, PICU public mural commission, Ann Arbor, Michigan, 2006
Kettle Lake Elementary, "Hands-on" public mural, Kettle Lake, Michigan, 2006
Mancelona Elementary, "Hands-on" public mural, Mancelona, Michigan, 2006
Blasky & Blasky Attorneys at Law, public mural commission, Ann Arbor, Michigan, 2006
Heritage Elementary, "Hands-on" public mural, third year, Saline, Michigan, 2005
Dominos Pizza National Headquarters, public mural commission, Ann Arbor, Michigan, 2005
Irwin Building, commission for 2-story mural, Ann Arbor, Michigan, 2004
United Methodist Retirement Community, public mural commission, Chelsea, Michigan, 2004
Harvest Elementary School, "Hands-on" public mural, second year, Saline, Michigan, 2003
Lloyd Bridges Traveland, public mural commission, Chelsea, Michigan, 2003

Mural Design and Proposal:

My painting technique is a form of indirect painting which employs the use of an "under painting" setting the shadows, positions, and proportions of the subjects, after which a series of semi-transparent glazes are added in layers letting the initial underpainting shine through.

I use Nova Color paints for exterior murals as they have wonderful selection of transparent as well as opaque colors. The result is a painting that glows from within, giving depth and life to the images. Nova Color is a proven medium that withstands the rigors of UV exposure, contraction and expansion, and deterioration due to age and wear. Exterior murals painted with Nova Color have been known to last up to fifty years with little sign of age or loss of color brilliance.

The material that I will be using to paint on is an aluminum substrate. I have used this material on many exterior murals. It does not expand or contract so, unlike other surfaces, such as wooden boards, the paint does not crack or peel. The panels are light-weight and easy to mount to the existing brick with minimal holes in the mortar. All panels can be removed in the future to retain the integrity of the building. The panels come in a series of sizes. The best size for your mural are 5 x 10 foot panels. There will be two panels per section for a total of 6 panels. The panels will be oriented horizontally.

A final coating of a clear automotive quality UV sealant insures that the integrity of the colors will not fade or degrade with time.

I sincerely hope that you like the design that I created and that you select me to create this mural for the city of Charlevoix.

Sincerely,
Katherine Larson
Mural Artist

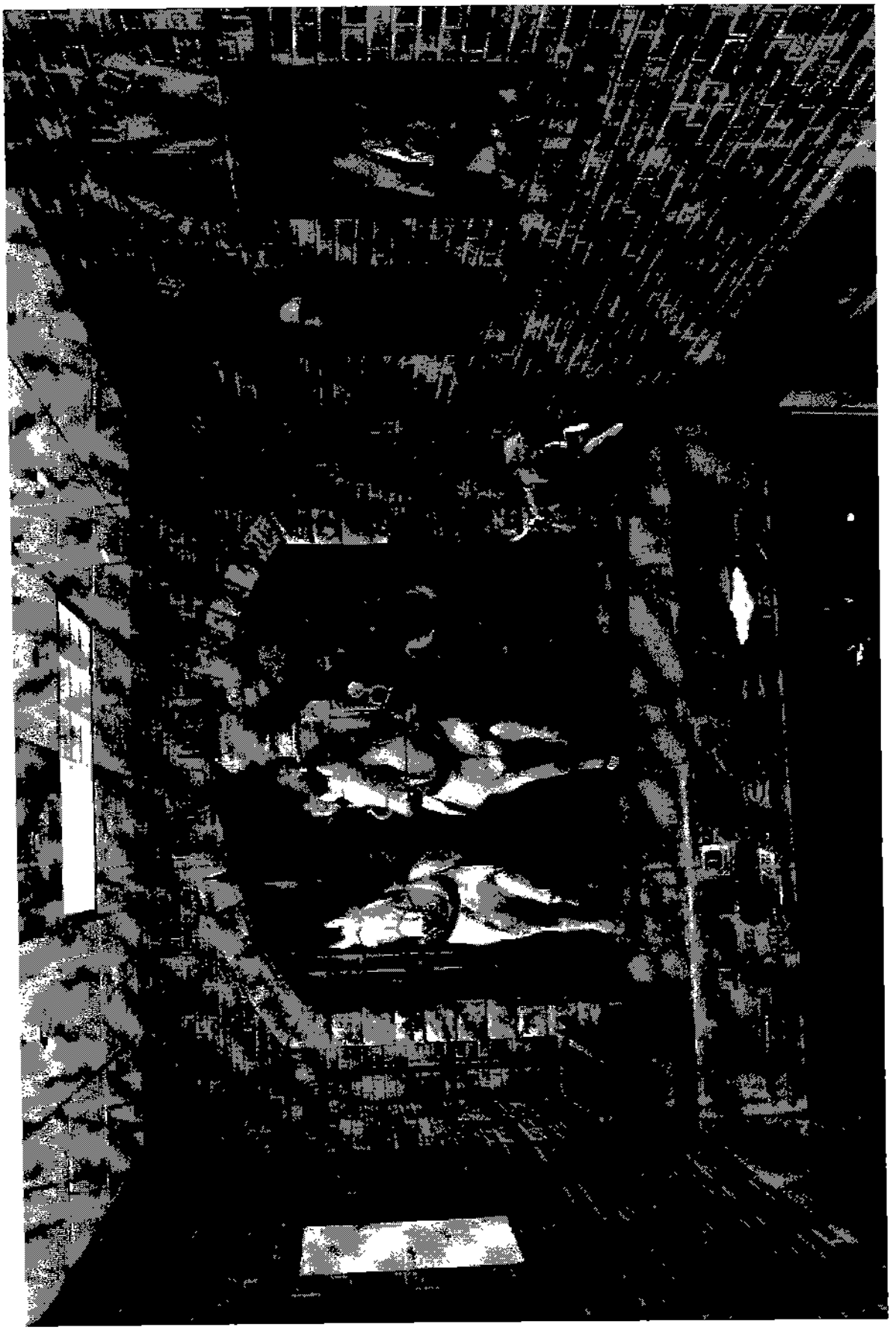
"Charlevoix The Beautiful"

The subject of the mural will be Charlevoix, circa 1920. It will show all the resorts operating at that time and their locations. The bridges will also be shown as they were at that time. Other points of interest will be the train, Ferry Seed warehouse, freight operations and other notable estates. The panel and historical society is welcome to suggest items for inclusion during the design stage of the mural. The detail that I include in murals of this type is what makes them so extraordinary. If further examples of this work is a required, I am happy to send samples showing close-ups. Or you can visit my website for an overview of the murals.

Materials: *Panels $1710*
Nova paints $200
UV coating $150

Labor: *$6500 for research and rendering of mural. Includes panel preparation, sanding and priming, painting and coating with final finish. The middle panel will be rendered to look like the lettering is 3D and the aluminum will be cut to the general shape of the lettering (as shown).*

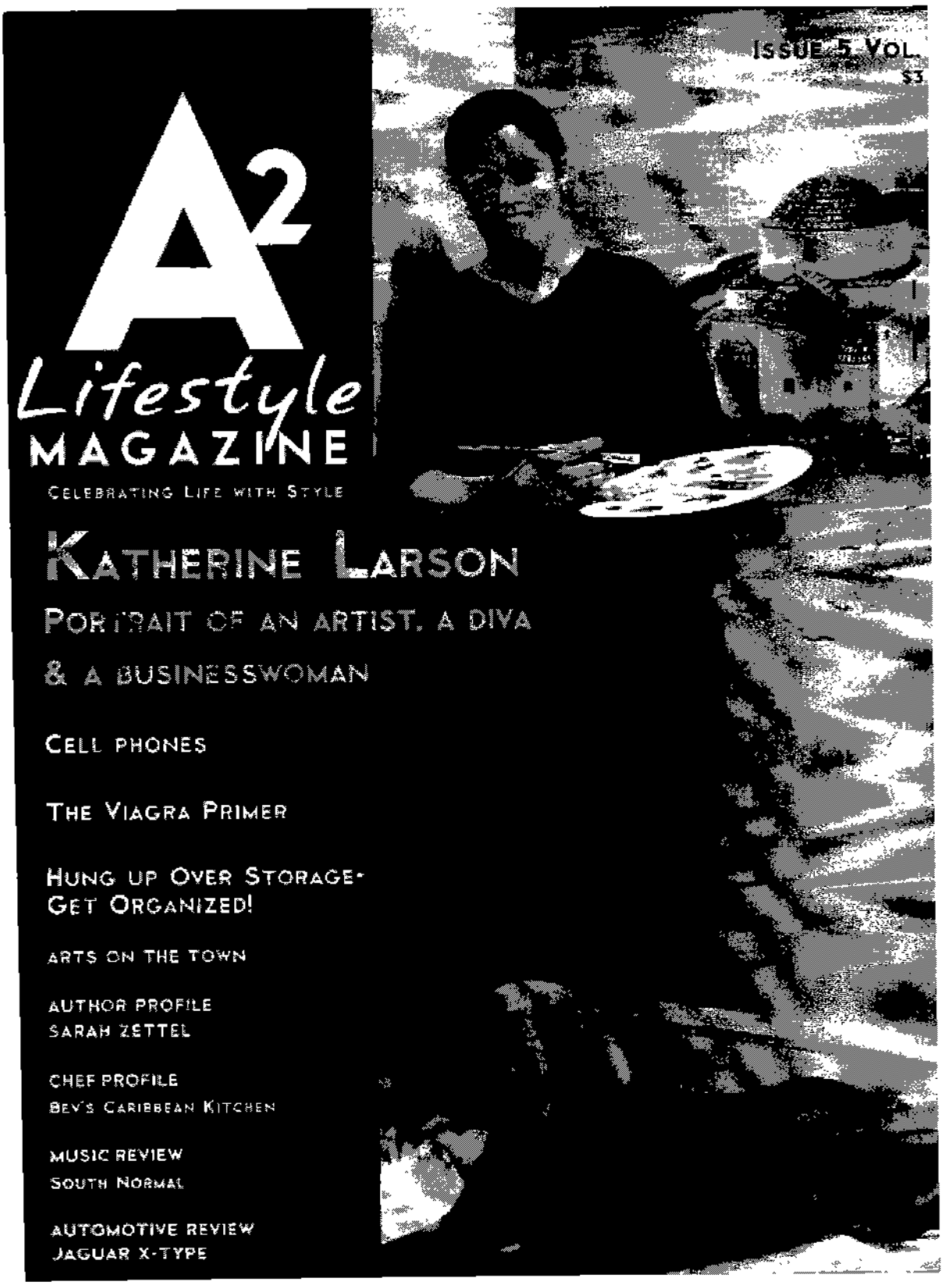
Installation: *$750 Travel to Charlevoix with rented panel truck to deliver and install panels in April of 2015. The installation procedure will be discussed prior to mural creation, as there are several options available.*



A Station Drill
Firefighter's Museum , Valparaiso, Indiana,
Museum Stairway Completed 2011
$14,000

Three Generations of Harvest
Whole Foods, Detroit Michigan
Exterior Mural, 17 x 30 feet Completed 2013
$8,000

Looking Back 175 Years
Putnam Township Commemorative mural, Pinckney, Michigan
Exterior Mural, 4 x 16 feet Completed 2012
$4,000



Ann Arbor, Michigan- A2 Lifestyle Magazine, 2000 (cover story)

to work long-distance for one of her best advertising clients. The distant training traveled to Rothenburg, Germany to study German at the Goethe Institute and to Florence, to study Italian at the British Institute. While in Italy, she studied the world's great murals and supported herself by painting.

Katherin set herself a challenging goal, within ten years of beginning her study, she intended to sing Madama Butterfly. She reached that goal in two and a half years. The South Bend Tribune called her Madama Butterfly performance for the Indiana Opera North "astonishing—a powerful high range that topped the orchestra's fortissimo and delicate pianissimos that could be heard in the back row. Not only could she sing, but she could act, as well."

She then created a whole new set of goals to break into the Ann Arbor market and perform Tosca. She played the title role of Tosca with Lincoln Opera of Chicago and OPERA/Lenawa in Adrian. She has also performed Verdi's Requiem with the Toledo Symphony, Mendelssohn's Elijah with the University Musical Society of Ann Arbor, and Strauss's Vier Letzte Lieder with the Ann Arbor Symphony. Her dramatic portrayals of Puccini and Verdi heroines won her national and international awards and effusive reviews. But the cost was high. "In some cases, it takes a year to get those songs in my voice, with 100 hours of coaching at $80 an hour," she says. "I love to perform, but the constant work and travel made for a very lonely life. I had no home, no family except for my father, who is a constant traveler himself. I had no anchor anywhere."

After assessing her life, she decided to leave the stage temporarily, bought land and a cabin on a Michigan lake, and thought about her future. "I had reached a level of professionalism where I had to decide if I should devote one hundred percent of my time to music or split my time 50:50 between two careers," Larson explains. She returned to the advertising world

Ann Arbor, Michigan- A2 Lifestyle Magazine, 2000 (cover story)

and, she says, she rediscovered the joys of living a "normal life." "Splitting my time between two professions has kept me sane and based in reality. It's difficult to remain in touch with yourself when you are constantly on the move, when you live in costumes on stage, and when you are the center of attention and applauded for everything you do," she says. "There are many wonderful moments, but you also have to be tough to take the criticism and back-stabbing that are also part of that world."

Larson returned to Ann Arbor and bought a quaint old bungalow on a tiny dead-end street, which is not only her home, but also her art studio and headquarters for her advertising business. She spends her "spare time" experimenting—very successfully—with new forms of art. Larson painted jungle murals "in the spirit of Rousseau" for Ann Arbor's Zanzibar restaurant and she redesigned Great Harvest Bread Company stores, then created murals in the tradition of Depression artist Thomas Hart Benton for their

walls. She paints Observer covers and has illustrated a children's book called "Today I Was Baptized". "The style of my work could be called romantic," she says. "I love to show people and animals in movement."

Meanwhile, she also constantly tests her voice and plans a return to the stage. "I love to work—but to me, nothing that I do seems like work. Work is doing all the things that I love to do, that I have a passion to do," she says, leaning back in her desk chair and petting her constant companion, a rottweiler named Elsa. A2

OPPOSITE: This warm and romantic style mural grows the Great Harvest Bread Company store in Birmingham, MI. Measuring fifty feet in length, the impact it had on [illegible] in a corporate video which brought [illegible] several jobs with Great Harvest Bread Company [illegible] throughout the country. TOP: [illegible] Gogh Restaurant in [illegible] Hills, MI, this mural is an enlarged replica of a Van Gogh original. BOTTOM: A [illegible] up retail of the jungle [illegible] Zanzibar Restaurant [illegible] Arbor, MI.

Ann Arbor, Michigan- A2 Lifestyle Magazine, 2000 (cover story)

Page 14 Ann Arbor Regional Business-To-Business, November 2002

Have You Ever Wondered Where Those Great Colorful Murals Come From?

They Are Creations Of Katherine Larson, Diva Designs

By Kate Kellogg

Chips of drywall flecking her black jacket, Katherine Larson stands behind the bar at the future Road Runner Saloon singing a cappella part of an aria from Tosca. The small, dark-haired diva momentarily transforms the under-construction eatery into a concert hall, filling all 6,000 square feet with her magnificent voice.

Larson is taking a break from her work as muralist and designer of the new restaurant near Briarwood that is replacing Azure. Over the past month, she has radically changed the theme from middle-eastern to southwest and created the illusion of entering a mine.

Her brief vocal performance has nothing to do with this work. She is demonstrating just one of another artistic gift she didn't even know she possessed until relatively late in life. "My boyfriends used to tell me to shut up when I sang with the radio," she says. "I knew I had an unusually big voice but had always studied art in school so didn't know the extent of my singing ability. And I was shy. I could hide away with my art."

When Larson moved from Phoenix, Arizona to South Bend, Indiana to work for an advertising company, she joined a church choir "to get to know people." During a rehearsal of Brahms' Requiem, she hit the highest notes of the soprano line. "The whole soprano section also stopped singing," she remembers. "It was kind of embarrassing. Afterwards, the director took me aside and said, 'God, Katherine, where did you get those pipes?'"

Hearing her own voice on tape later convinced Larson to seek classical training. By this time, Larson owned her own ad agency. When Loren Haywood, professor of voice at the University of Michigan, agreed to work with Larson, she liquidated her company and moved to Ann Arbor in 1986. The following year, she launched her design firm, Diva Designs, which she runs from her home studio, specializing in illustrations, murals and interior design. Meanwhile, her musical career also was taking off. Part of her prize for winning the Met Cantu Foundation's prestigious opera contest was the opportunity to work with the Italian vocal coach Maestro Baracchi who invited her to study with him in Italy. "He helped me get over my fear," says Larson.

This mural of miners is located in the bar area of the new restaurant, Road Runner Saloon.

During one session, she adds, he patted the chair next to him, saying in broken English, "Maria Callas—she sat here."

Larson developed her rich voice as a spinto soprano, meaning "dark" in Italian. "Spinto sopranos have the range of lyric sopranos with the weight of mezzo sopranos," she explains. "My type of voice lends itself to dramatic roles."

She quickly reached her two performance goals: to sing the lead role in Puccini's Madame Butterfly (in 1992 with Indiana North Company) and to break into the local opera market. Throughout the 90s, she sang lead roles in operas and headlined as concerts with the Toledo Opera, the Illinois Symphony Orchestra, the Ann Arbor Symphony at Hill Auditorium, and other companies throughout the Midwest. In a review of the Ann Arbor Symphony's 1999 production of Strauss's Vier Letzte Lieder, the Ann Arbor News raved of the "radiance, weight, power, and stream" of Larson's voice.

She has taken a two-year sabbatical from singing while she paints murals and considers her next career move. "Mural work is exhausting and I'm often in the middle of construction and painting when you walk out on stage."

So Larson is now flexing her other set of creative muscles. With a long list of commissioned murals to her credit, Larson has proven her ability to create a total

Continued Next Page

Ann Arbor, Business to Business, 2002 (feature article)

Ann Arbor Regional Business-To-Business, November 2002 page 15

The above mural includes winking fiber optic lights in the restaurant's dining area.

environment through her art. Her murals—from the bucolic country scene at Birmingham's Great Harvest Bread Company to Zanzibar's whimsical rainforest and vivid, stylized map of the southern hemisphere—convey whatever ambience her client desires.

Whether fantastic or realistic, her work flows from a fertile imagination. The Looney Tunes road runner and Wiley Coyote are not actually seen at the Road Runner gourmet diner and saloon. Yet their presence is instantly recognizable through familiar props such as Acme TNT balls and jet-propelled skates. A pair of predatory eyes peers through a dark recess in the bar/mine. (Copyright law restrained Larson from recreating the actual Warner Brothers characters.)

In the dining area, a miniature electric train runs on its own tiny track near the ceiling. Larson's exquisitely rendered desert scenes. The train's apparent destination is her aerial-view painting of Phoenix, complete with winking fiber optic lights.

A master of detail, Larson is known for her "faux finishes." Through texturing techniques, she can age a drywall pillar so realistically that one has to touch the painted cracks and pits to detect fakery.

Larson also designed the restaurant exterior, which will feature a 22-foot solid steel windmill, waterwheel, and cactuses. "I designed everything from first view of the restaurant, through the interior, to the menu, the logo, traffic flow, and color choice," Larson says. "I've tried to keep the theme consistent throughout."

The former advertising agency owner drawn upon her business instincts as well as artistic sensibility in designing for success. Concerned that people would remember the low customer turnover of the building's former occupant, she attempted to create "the illusion of people and movement" through the mural design, lights, and train.

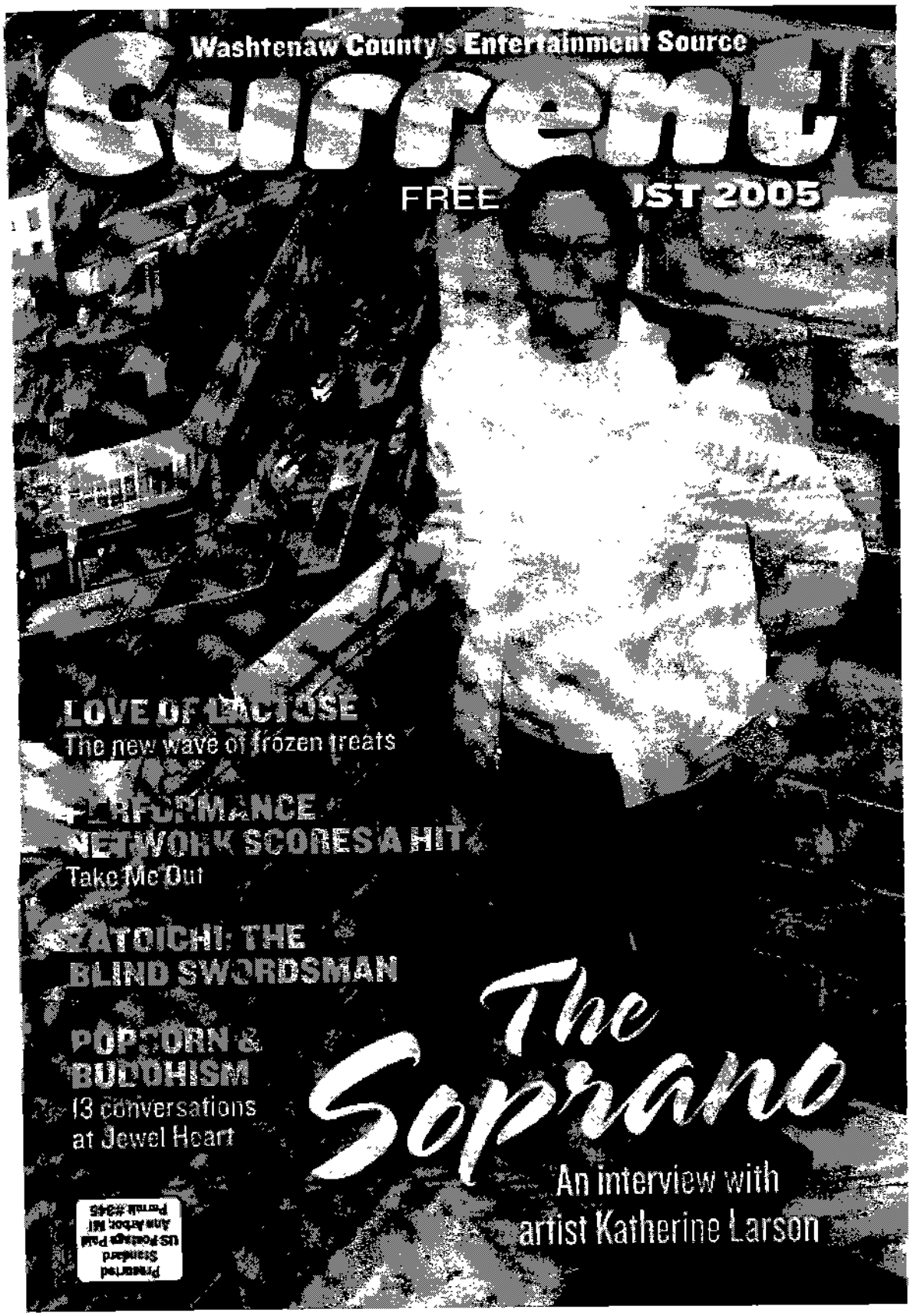
"My goal is to make the Road Runner a destination like the Rain Forest Cafe, a place people will tell their friends about so more and more people will try to find it." The Road Runner is scheduled to open early in December.

Larson is gearing up for her most challenging mural yet, the entire Ann Arbor skyline, across the ceiling and staircase walls of Wolverine Temporaries on North Main Street. After about two months of work on that project, she will "rest."

"I'm going to paint—for myself," she says. She has rented a lakeside cabin in Livingston County, where she will paint until she has produced enough work to open a gallery.

"I'm 45 and would like to get more exposure for my fine art," she says. "By the time I'm 50, I hope to be done with murals and concentrating on oil painting. I don't want to be climbing up 20-foot scaffolding for the rest of my life."

Ann Arbor, Business to Business, 2002 (feature article)



Washtenaw County, Current Magazine, 2005 (Cover Story)

Detroit Free Press May 24, 2013

BRIGHT SIGNS IN MIDTOWN

Local artists create murals for Detroit's new Whole Foods

By Julie Hinds
Detroit Free [illegible] Writer

Midtown Detroit has a new splash of vibrancy from the murals just installed on the exterior of the new Whole Foods Market.

A bold assortment of objects — a bicycle, a giant fish, a wedding cake and a cartoony version of the Penobscot Building among them — spills forth exuberantly in the mural by Detroit artist Jerome Ferretti.

Slightly farther down the block, Brighton artist Katherine Larson's mural is a lovingly realistic painting of three generations of women working in a lush vegetable garden, with the Detroit skyline in the distance.

Ferretti and Larson's murals were installed this week on the John R side of the natural and organic foods supermarket on Mack Avenue, which officially opens at 9 a.m. June 5. The outdoor artwork is scheduled to be completed today with the addition of two murals by Tylonn Sawyer of Detroit and Matthew Sharpe of Dearborn, which will be framed between those by Ferretti and Larson.

This huge quartet of creativity is one of many touches meant to symbolize the well-known company's commitment to a city that has been sorely underserved for decades by major grocery stores.

"We wanted the store to reflect the city of Detroit on the inside and the outside in every way possible," says Amanda Musilli, community liaison for Whole Foods Market. "The art murals represent another way the store is a reflection of the community."

About 100 artists submitted proposals for the project. Sixteen finalists and their ideas were unveiled at an event in December during Midtown's Noel Night celebration. The panel of local art-scene experts and civic representatives that chose them didn't know their identities before that evening.

The process continued until four winners were chosen. They each received $1,000 for supplies and $7,500 for the commission, according to Musilli.

The content of the murals is inspired by the store's motto, "Whole Foods. Whole People. Whole Planet." But the artworks also are very personalized with Motor City references.

Larson's painting, for instance, includes two smiling children who are based on two real-life students from the nearby Spain Elementary School, which focuses on performing arts.

Ferretti put his wife, Sheila O'Brien, on the label of a huge bottle. The portion where a woman works in a garden was inspired by the Spirit of Hope urban farm in Corktown, where he's a longtime resident.

"I love it," says Red Elk Banks, executive coordinator for Whole Foods Michigan and Indiana, of the project. "It's a real honor that these artists are allowing their work to grace our building."

The artists had to do their work on 10 individual panels that would become murals more than 12 feet high. One of the challenges, according to Larson, was joining the four corners together so the paintings flowed seamlessly.

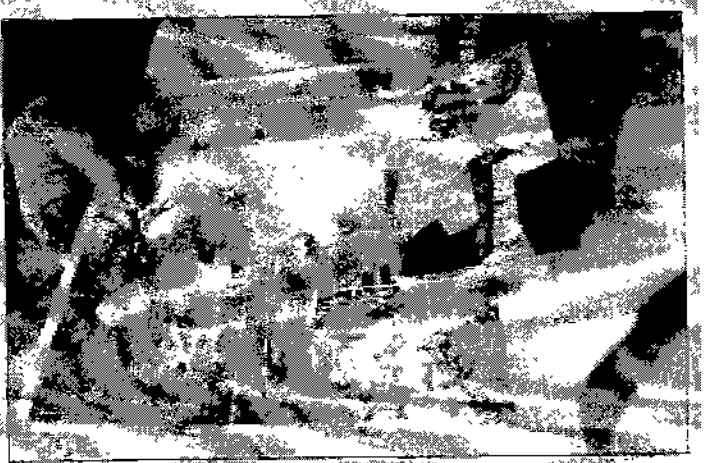
Ferretti placed his panels sideways in his studio so that he could stack two on top of each other. "I'm the artist, so whatever I do is right," he jokes.

The multi-paneled murals are coated with a clear sealant to help them withstand the elements, says Musilli.

Those who've seen the murals already expect they will have an impact. Says Fran Dent, a jazz/blues vocalist and humorist who lives in the neighborhood and has befriended Larson, "I think it is a very positive spirit for Midtown Detroit."

Contact Julie Hinds: 313-222-6427 or jhinds@freep.com

Brighton artist Katherine Larson shows off the mural she created at Whole Foods. Her work depicts three generations of women working in a garden.



Larson used Spain Elementary School students Nadia Johnson and Ayanet Jones as models for her mural. PHOTOS BY ANDRE J. JACKSON/DETROIT FREE PRESS

Welcome to
The Beautiful

CHARLEVOIX CITY COUNCIL
AGENDA ITEM

AGENDA ITEM TITLE:	Consideration to Approve New Recreation Assistant Job Description
DATE:	October 6, 2014
PRESENTED BY:	Patty DeRosia, Human Resource Assistant
ATTACHMENTS:	Recreation Assistant Job Description, dated October 6, 2014

BACKGROUND INFORMATION: We are seeking approval of the new Recreation Assistant Job Description. This position will be a part time (15 hours a week), year- round position. The Recreation Assistant will assist the Recreation Director with administrative support duties. We will be looking for someone with social media skills to better market recreation activities, including the golf course.

There will be no increase in the Recreation Department's personnel costs as the Recreation Director, will be reducing his work hours to 20 – 22 hours per week to cover the cost of the Recreation Assistant position. This new arrangement will also increase office hours at the Recreation Department.

RECOMMENDATION: Motion to Approve the Recreation Assistant Job Description.

CITY OF CHARLEVOIX

Title: Recreation Assistant

FLSA: Non-exempt
Status: Part-time, non-union

Department: Recreation

Reports To: Recreation Director

Date: October 6, 2014

Position Purpose and Objectives

This service-oriented recreation position assists the director with the development and implementation of a comprehensive program of recreational activities for children, students, and adults of all ages. This position will assist with the development of public relations and information tools (Facebook, Twitter, web page, news releases, facility schedules, and marketing bulletins) that will inform the public of usage, programs, and upcoming activities. Other duties include registering participants, responding to phone inquiries, preparing facilities for events, and promoting and ensuring safety for all participants. The job functions below are not all-inclusive and other responsibilities and functions may be assigned as needed at the City's sole discretion. This position is a part-time, at-will position.

Essential Job Functions

- Assist with the development and implementation of recreation programs including athletic leagues, instructional programs, day camps, and special events.
- Assist in the development of public relations and information tools (Facebook, Twitter, web page, news releases, facility schedules, and marketing bulletins) that will inform the public of usage, programs, and upcoming activities.
- Prepare programmatic reports as needed to provide analysis and documentation.
- Prepare facilities for planned events and ensure facilities are maintained and safe procedures are followed.
- Monitor recreational events.
- Daily monitoring of all recreational programming primarily via the RecDesk software program.
- Assist in creating and monitoring the annual budget of the Recreation Office.
- Assist the public in utilizing the RecDesk program to register participants for various programs and teams.
- Respond to public inquiries about recreation programs and perform various administrative tasks within the Recreation Office.
- Maintain awareness of current trends in industry

Knowledge, Skills and Abilities Preferred

- Knowledge of recreation philosophy, goals and objectives
- Knowledge of the equipment, facilities, operations and techniques used in a comprehensive community recreation program
- Excellent at recreation program development and implementation based on good business sense and business planning
- Excellent communicator, including public speaking and telephone skills

- Excellent at creative thinking, problem solving, multi tasking, organizational and analytical skills
- Ability to work independently
- Ability to work in a team-based environment
- Ability to motivate self and others with a high degree of initiative
- Ability to provide excellent customer service
- Ability to work an adjustable and flexible work schedule; accessible by phone during non work hours
- Ability to market and advertise programs and events
- Competent in Windows; Microsoft Word, Excel, Outlook, Publisher and PowerPoint; Website Content Management System; and various social media sites including Facebook and Twitter.

Minimum Qualifications
High school diploma or G.E.D. equivalent

Physical Requirements
The employee must occasionally lift and/or move up to 50 pounds. Employee must have a valid Michigan driver's license and access to a personal car.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

Creation Date: October 6, 2014
City Council Approval:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve State Disaster Contingency Fund Grant (Section 19) Resolution

DATE: October 6, 2014

PRESENTED BY: Joe Zielinski, City Treasurer

ATTACHMENTS: State Disaster Contingency Fund Grant Resolution

BACKGROUND INFORMATION: Due to the freeze damage resulting from the 2014 winter, the City incurred significant costs to repair or replace frozen and/or broken water lines in the public right of way in over 90 locations throughout the City, repair roads damaged due to the water line repairs, repair docks in the City Marina and treat additional water at the Water Treatment Plant to meet demand due to the run water mandate issued by the City. The cost of these activities totaled over $250,000.

As a result of the significant costs incurred by the City and other communities, Governor Snyder opened the application period for funding under Section 19 of the Emergency Management Act to provide funds to local governments within nine counties in Northern Michigan and the Upper Peninsula that had extraordinary expenses because of the deep freeze conditions during the 2014 winter. Section 19 provides reimbursement from the State Disaster and Emergency Contingency Fund for eligible disaster expenditures up to $100,000, or 10 percent of the total annual operating budget, whichever is less, for each eligible political subdivision. Grants can only be awarded in areas that have been declared an emergency or disaster by the Governor. A State of Emergency was declared for Charlevoix County on May 7, 2014.

City Staff intends to submit a grant application for disaster assistance funding of up to $100,000. The application must be submitted to the State by Monday, October 13th. As part of the grant application, Council is required to approve the attached resolution which requests the Governor to authorize a grant to the City from the State Disaster Contingency Fund pursuant to Section 19 and to authorize City Manager Rob Straebel to execute for and on behalf of the City the application for assistance and to provide to the State any information required for that purpose.

RECOMMENDATION: Approve the attached resolution in order for Staff to submit a grant application for disaster assistance funding of up to $100,000 to help offset the costs the City incurred due to the 2014 winter deep freeze.

CITY OF CHARLEVOIX
RESOLUTION 2014-10-XX
STATE DISASTER CONTIGENCY FUND GRANT RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLEVOIX,

WHEREAS, the City of Charlevoix, Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations Plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended; and

WHEREAS, the City of Charlevoix sustained severe losses of major proportions brought on by the deep freeze occurring during the 2014 winter resulting in the following conditions:

a. Frozen and/or broken water lines in the public right of way in over 90 locations throughout the City; and
b. Damage to major and local streets due to repairs made to frozen and/or broken water lines; and
c. Damage to docks in the City Marina; and
d. The City issuing a city-wide "run water" mandate; and

WHEREAS, the City Council certifies that the County Emergency Operations Plan was implemented at the onset of the disaster at April 25, 2014 and all applicable disaster relief forces identified therein were exhausted; and

WHEREAS, as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on the City of Charlevoix totaling approximately $118,000.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX requests the Governor to authorize a grant to the City of Charlevoix from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.

BE IT FURTHER RESOLVED THAT, Rob Straebel, City Manager, is authorized to execute for and on behalf of the City of Charlevoix the application for financial assistance and to provide to the State any information required for that purpose.

RESOLVED, this ___ day of October, A.D. 2014.

Resolution was adopted by the following yea and nay vote:

Yeas:
Nays:
Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Seventh Amendment to the City Manager's Contract

DATE: October 6, 2014

PRESENTED BY: Mayor Carlson

ATTACHMENTS: 1. Original Employment Agreement for City Manager

2. Seventh Amendment to the Employment Agreement

BACKGROUND INFORMATION: A seventh amendment to the City Manager's contract has been developed for Council's review. The City Manager has completed the first year of a three contract, with two years remaining on the current contract.

In the past six years, based upon a favorable annual performance review, the City Council has amended the contract adding an additional year. This was done to show the City Council continues to support the City Manager in his position. The overall performance rating completed by City Council in September, 2014 was 3.33. A rating of 3 is equivalent to "Satisfactorily Meets Expectations."

The amendment includes an expiration date of October 6, 2017 (3-year contract) and 2% increase in his salary consistent with the increase non-union employees received. This salary provision is stated in the Employment Agreement for the City Manager.

RECOMMENDATION: Motion to approve Seventh Amendment to City Manager's contract.

CITY OF CHARLEVOIX
EMPLOYMENT AGREEMENT
FOR
CITY MANAGER

THIS AGREEMENT is made and entered into this 3 day of July, 2007, by and between the City of Charlevoix, State of Michigan, a Municipal Corporation, hereinafter referred to as the "City," and Robert Straebel, hereinafter referred to as the "Employee."

WITNESSETH:

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

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

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

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

Section I - DUTIES

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

Section II - TERM

A. The term of this Agreement shall be 3 years.

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

Section III - TERMINATION BENEFITS

A. If this agreement is terminated by the City of Charlevoix terminating the services of the Employee as City Manager for any reason other than for cause and the Employee is willing and able to perform the duties of the City Manager, then the City agrees to pay Employee Severance Pay and benefits as follows:

Salary equal in amount to that which the Employee was receiving at the time of termination for a period of 3 months following the date of his termination. At the Employee's discretion, the salary may be provided in a lump sum; otherwise the salary shall be continued in accordance with the usual payroll of the City for three (3) months following termination. Benefits shall also be continued for three (3) months following the date of termination which shall include at the City's expense: Hospitalization, medical and dental insurance for Employee and his lawful dependents; life insurance in the fact amount in effect at the time of his termination; retirement contributions in the amount provided to the Employee during the previous three (3) months of his employment; deferred compensation in the amount equal to that provided to the Employee during the previous three 3 months of his employment.

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

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

Section IV - SALARY

Effective 9/4/07, the City agrees to pay Employee for the services rendered pursuant to this Agreement as annual salary of Seventy-Nine Thousand (79,000.00) Dollars, payable in installments at the same time and in the same manner as other employees of the City. Beginning April 1, 2008, and on April 1st of each year thereafter for the term of this Agreement, the City agrees to pay Employee no less than the average percentage increase received by non-union department heads of the City.

Section V - AUTOMOBILE EXPENSE

The Employee's duties require that he shall own and maintain an acceptable automobile for use at all times during his employment with the City. Employee agrees to pay for liability, property damage, and comprehensive automobile insurance and to carry personal liability insurance coverage with minimum limits of not less than One Hundred Thousand ($100,000) Dollars and maximum limits of not less than Three Hundred Thousand ($300,000) Dollars. Employee agrees to pay and carry property damage automobile insurance in an amount of not less than One Hundred Thousand ($100,000) Dollars. All such insurance coverage mentioned herein shall accrue to the

benefit of the City of Charlevoix and shall be for the purpose of saving harmless the City from any damages or claims to any persons or property due to Employee's operation of Employee's own automobile while being used within the course of Employee's employment with the City. City shall provide a monthly allowance to Employee for in-county travel of $450 per month. The City agrees to pay Employee a mileage allowance equal to the mileage allowed from the United Internal Revenue Service as a deduction for mileage during such times as Employee is required to travel outside the County of Charlevoix during the source of his employment. Employee shall be responsible for paying for the costs of the automobile, its operations, maintenance, repairs and any replacement, as well as the necessary insurance coverage discussed herein.

Section VI - DUES AND SUBSCRIPTIONS

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

Section VII - PROFESSIONAL DEVELOPMENT

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

Section VIII - RETIREMENT

The City agrees to contribute, on behalf of Employee, a sum equal to Twenty-One and Eight-Tenths (21.6%) percent of Employee's salary into such qualified or non-qualified retirement plans or funds as Employee shall from time to time direct.

Section IX - VACATION AND PERSONAL DAYS

A. The City agrees that during the first year of employment, the Employee is allowed ten (10) vacation days per year. Employee shall receive three (3) days of prorated vacation days the first day of employment. Beginning January 1, 2008 and continuing for each succeeding year during the term of this Agreement, Employee shall receive vacation days equal to the number of vacation days received in the preceding year plus one additional vacation day up to a maximum of twenty (20) vacation days.

B. Employee shall be granted three (3) personal day off per year, to be taken as time permits.

C. In addition to any other lump sum payments due Employee hereunder, City agrees to pay Employee at time of termination, a lump sum cash payment equal to the number of unused vacation and personal days to his credit at the Employee's current rate of pay.

Section X - SICKNESS, HEALTH AND LIFE INSURANCE

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

Section XI - MOVING EXPENSE

The City agrees to provide the Employee a one time moving expense of $2,500.

Section XII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City may fix, with the consent of Employee, which consent shall not be unreasonably withheld, any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the City Charter.

B. All provisions of the City Charter, ordinances and resolutions of the City relating to holidays, life insurance, hospitalization and other fringe benefits, shall apply to Employee as they would to other non-union department head employees of the City. All future benefits which are extended to other non-Union department head employees of the City and which Employee desires shall be extended to Employee.

C. The Employee shall undergo periodic job performance evaluations under such procedure as shall be set by the City Council.

Section XIII - RESIGNATION

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

Section XIV - CIVIC CLUB MEMBERSHIP

The City agrees to pay all dues and expenses incurred by Employee relating to membership and participation in local civic and service clubs and similar organizations. Employee agrees to pay all expenses relating to meals in connection with any local civic or service clubs or similar organizations. Employee shall report to the City on each

membership that he has taken out at the City's expense.

Section XV - GENERAL PROVISION

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the Employee and the City, their respective heirs, successors, estates, and assigns.

C. This Agreement shall become effective commencing on JULY 3rd, 2007.

D. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

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

Witness

Witness

CITY OF CHARLEVOIX

By: Norman Carlson Jr., Mayor

By: Carol Ochs, City Clerk

Witness

EMPLOYEE

By: Robert Straebel

CITY OF CHARLEVOIX
SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER

BACKGROUND

The City of Charlevoix (the City) and Robert Straebel (the Employee) entered into an employment agreement on or about July 3, 2007 (the Original Employment Agreement) which hired the Employee as City Manager and set the terms of that employment consistent with the City Charter. The City Council has conducted a performance evaluation of the Employee and has elected to reappoint the Employee as City Manager for 3 years as authorized by the City Charter and to provide the Employee with additional wages. Accordingly, the parties desire to amend the Original Employment Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and this the Seventh Amendment to the Employment Agreement for City Manager.

AGREEMENT

The parties agree as follows:

1. The term of the Original Employment Agreement is extended until October 6, 2017.

2. Section IV – Salary – A sentence to be added at the end of the paragraph. The section shall be amended to read:

   Effective October 6, 2014, the Employee shall receive a 2.0% increase for an annual salary of Eighty-Nine Thousand, Three Hundred and Eighty Nine and Twenty Two 22/100 ($89,389.22) Dollars.

3. Except as modified by this Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Employment Agreement remains unchanged.

In witness whereof, the City of Charlevoix has caused this Seventh Amendment to be signed on its behalf by the Mayor and attested by the City Clerk and the Employee has signed this Seventh Amendment on the 6th day of October, 2014.

CITY OF CHARLEVOIX

_____ _____
Witness By: Norman Carlson, Jr., Mayor

_____ _____
Witness By: Joyce Golding, City Clerk

EMPLOYEE

_____ _____
Witness By: Robert Straebel

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Hiring a Professional Facilitator to Develop a Strategic Plan/City Goals

DATE: October 6, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: 1. Dr. Lewis Bender Proposal
2. Dr. Joe Ohren Proposal dated September 24, 2014

BACKGROUND INFORMATION: Some council members have commented that they would like to see a different budgetary process developed for the 2015-16 fiscal budget. To this end, many municipalities hire a professional facilitator to develop a strategic plan and annual goals that are the foundation for an annual budgets. The process involves hiring a neutral, third party facilitator to work with the Mayor, City Council, Department Heads and City Manager in the development of a Strategic Plan. The process would involve at least one Friday night meeting and a full day the following Saturday. The facilitation process would not commence until after the November elections. The process needs to be completed within November/early December of this year to give Staff substantial time to use the information gleaned from the facilitation process in the development of the 2015-16 budget.

I have solicited two proposals that are attached for your review. Both consultants are highly recommended by both city managers and MML. Their proposals are similar in scope and costs ($4,000 and $4,300) with both consultants well-qualified to do the work.

The consultant would discuss any issues with the City's decision making process and identify an Action Plan/Strategic Plan for critical issues confronting the City today. With many divergent opinions on Council and comments from some City Council members that their goals for the City are not being implemented, it might be best to bring in an unbiased, third-party consultant to assist the City.

RECOMMENDATION: Hiring a professional facilitator is a common practice with many municipalities and a valuable tool to gain consensus amongst elected officials regarding future priorities and the development of a strategic plan. The informal process can encourage positive and creative exchanges of ideas outside of a formal council meeting setting. If Council chooses to not hire a facilitator, Staff would like to hear ideas from City Council on how to approach development of the 2015-16 City Budget.

A Proposal for Facilitation of a

Strategic Planning Process for the City of Charlevoix

Lewis G. Bender
P.O. Box 330
Leroy, MI 49655
231-797-5536 231-797-5865 (fax)
lewbender@aol.com
www.lewbender.com

Purpose of a facilitated process

The purpose of this process is three fold:

1. Assist the Mayor, City Council, City Manager and Department Heads in their efforts to establish strategic direction and goals for the City of Charlevoix, Michigan.
2. Create a facilitated environment which allows participants to explore and discuss ideas in a task-oriented, fair, respectful and balanced manner.
3. Present documentation which adequately reflects the major deliberations and decisions of the planning groups.

Tasks to be Completed

The facilitator will complete the following tasks:

1. Consult with the Mayor, Manager and designated individuals regarding the specific purposes and agenda of the process.
2. Facilitate the meeting in a manner which permits the Mayor to be free of the responsibilities of running the meetings and which encourages the positive and creative exchange of ideas.
3. Offer advice regarding processes and methodologies to the participants.
4. Move the process forward in an efficient and effective manner.
5. Provide an outline of the major points of the proceedings.

Proposed Dates

To be determined

Cost

The total cost for facilitation services involving pre-consultations, on-site facilitation and preparation of meeting notes is $4,300. This amount includes expenses (mileage and lodging) associated with travel from Luther Michigan.

Proposed Format

It is recommended that the planning retreat utilize the following two meeting format.

Meeting One	5:00 PM – 9:00 PM, (Friday evening?) Participants: Mayor, Members of the Council, Manager (and Senior Staff?)	*Focus:* • Review the state of the City-Major Trends, SWOT discussion. • Create a shared vision statement for the City that permits the creation of Strategic Goals for the Council and Staff. • Identification of Major Goal Areas

Meeting Two	8:00 to 1:00 AM (Saturday Morning?) Participants: Mayor, Council, Manager and Department Heads	*Focus: – Completing the Strategic Plan* The results of the previous meeting will be used to formulate the Major Vision, Goals (5 year), Key Objectives and one year Tasks for the City. Manager/Staff follow up will include: 1) Completing proposed goal statements. 2) Focused objectives and tasks for each goal. 3) Dates and budgets related to achievement of objectives and goals. 4) Submission of the proposed Strategic Plan to the Council for discussion, revision and adoption.

Facilitator

Dr. Lewis Bender will serve as facilitator of this process. He has a long history of work with municipal and other local governments. He has conducted numerous strategic planning processes and teaches a graduate level class on the subject.

He is Professor Emeritus of Public Administration at Southern Illinois University at Edwardsville (SIUE). He taught a variety classes in supervision and leadership for the Department of Public Administration and Policy Analysis.

Previously at SIUE, he was the Director of Regional Research and Development Services, which was responsible for university community and public service outreach and applied research endeavors. Throughout his career, Professor Bender has been deeply involved in community-based applied research, organizational goal setting and planning, and approaches to organizational development.

His educational background includes BS in History from Grand Valley State University, Allendale, Michigan (1971); Masters Degree in Political Science, Wayne State University, Detroit, Michigan (1973) and Ph.D. in Political Science, University of Georgia, Athens, Georgia. (1977)

A specialist in training and organizational development for business and government, he conducts seminars and workshops for management, supervisors support staff and customer service employees – anyone who needs to be effective in communicating. Dr. Bender is well known for his candid approach and casual style. He has worked with organizations across the U.S. and Canada.

Prior to his appointment to SIUE, Dr. Bender served as the Director of the Center for Governmental Research at Central Michigan University.

Recent Strategic Planning References

Mr. Brian Murphy, Administrator
Village of Plainfield, Illinois
(815) 436-7093

Ms. Susan Osbourne, Mayor
City of Fenton, Michigan
(810) 922-8477

Mr. Tom Tarkiewicz, City Manager
City of Marshall, MI
(269)781-5183

Mr. James T. Wickman III, Township Manager
Charter Township of Hartland, Michigan
(810) 632-7498 ext. 260

Additional Strategic Planning Experience

- Winter 2014 Antrim County Road Commission, Michigan
- Winter 2014 Engineering Enterprises Incorporated, Chicago, Illinois
- Spring 2014 City of Portage, Michigan
- Winter 2013 Dewitt Charter Township, Michigan
- Spring 2013 Van Buren County Board, Michigan
- Spring 2013 Kalamazoo County Board, Michigan
- Spring 2013 Clinton County Board, Michigan
- Summer 2013 Village of Plainfield, Illinois
- Summer 2013 City of O'Fallon, Illinois
- Fall 2013 County Road Association Self Insurance Fund, Michigan
- Spring 2012 City of Fenton, Michigan
- Spring 2012 Michigan Chapter, American Public Works Association
- Fall 2012 City of Grand Blanc, Michigan
- Fall, 2012,Michigan Government Finance Officers Association
- Spring 2011 Cascade Charter Township, Michigan
- Spring 2011 City of Marshall, Michigan
- Spring 2011 City of Cedar Springs, Michigan
- Summer 2011 Village of Geneva, Illinois
- Fall 2011 Gaines Charter Township, Michigan
- Winter 2010, Spring 2014-Grand Valley Metropolitan Council, Grand Rapids, Michigan
- Winter 2010-City of Walker Michigan, Walker, Michigan
- Spring 2010-Oakway Fire Consortium, Birmingham, Michigan
- Summer 2010, Summer 2013-Michigan Municipal Treasurers Association
- November 2009-Southern Illinois Law Enforcement Commission, Belleville, Illinois
- Fall 2009-Barrington Area Council of Government, Barrington, Illinois
- Fall 2009-Michigan Chapter of the American Public Works Association, Mt. Pleasant, Michigan
- Fall 2009, Fall 2012-Village of Wauconda, Wauconda, Illinois
- Summer 2009-Michigan Association of Municipal Clerks
- April 2009-City of Midland, Midland, Michigan
- January 2008-City of Fenton, Fenton, Michigan
- August 2008-City of Fenton Downtown Development Authority, Fenton, Michigan
- Fall 2007-Hartland Township, Hartland, Michigan
- Summer 2007-Village of Barrington, Barrington, Illinois
- Summer 2007-City of Cadillac Management Team, Cadillac, Michigan
- Summer 2007-Homeland Security Region III, Bay City, Michigan
- Summer 2007-Homeland Security Region I, Lansing Michigan
- Spring 2007-Mid Michigan Community College Board of Trustees, Harrison, Michigan
- Winter 2005 – City of Alma, Michigan
- Winter 2004, 2005, 2006, 2009 – Summit Pointe Community Mental Health System, Battle Creek, Michigan

- Winter-Spring 2006-Alumni Association of Southern Illinois University, Carbondale, Illinois
- Winter 2006 – City of Maplewood, Missouri
- Fall 2005 – Chamber of Commerce of Maplewood, Missouri
- Fall 2005 – Illinois Network of Child Care and Resource Referral Association, Bloomington, Illinois
- Spring 2004 – Big Brothers and Big sisters of Sangamon county, Springfield, Illinois
- Winter 2006 – Board of Trustees, Mid Michigan Community College, Harrison, Michigan
- Winter 2006 – Village of Vernon Hills Police Department, Vernon Hills, Illinois
- Spring-Summer 2000 – Winter 2004 Michigan Commission on Law Enforcement Standards Board, Staff Strategic Plan Facilitation, Lansing, Michigan
- Winter 2002/Spring 2004 Strategic Planning and Team Development for Iroquois Memorial Hospital, Watseka, Illinois
- February 14, 2002, Strategic Planning and Team Development for Iroquois Memorial Hospital, Watseka, Illinois
- Fall 2000/2001 Cadillac Police Department Strategic Goals Workshop, Cadillac, Michigan
- Spring 2001, Council-Manager Planning Workshop, City of Mt. Pleasant, Michigan
- Fall 2000, City of Sandusky, Council Manager Retreat
- Summer 2000, Riverside Memorial Hospital, Board Strategic Planning Retreat, Door County, Wisconsin
- Spring 2000, American Public Works Association, Illinois Chapter Board Strategic Planning Working, Springfield, Illinois
- Spring – Fall 2000/Fall 2001, Bay County Management Information System Strategic Plan, Bay County, Michigan
- Spring 2000, Iroquois Memorial Hospital Board Strategic Planning Retreat, Chicago, Illinois
- Spring 2000, Police Corps of Western Illinois University, facilitation of input from affected communities
- Winter 2000, Southern Illinois Law Enforcement Commission, Strategic Direction for Officer Training, Belleville, Illinois
- Winter 2000/Winter2001, Madison County Community Development "Continuum of Care 2000" – Homeless Strategy for Madison County, Illinois
- Spring 1999, Library of Michigan Technical Services Division Strategic Plan for Customer Service, Lansing, Michigan
- Spring 1999, Eden Village – Assisted Living Development Strategic Plan and Research Support (Focus groups, data capture with Rhonda Penelton, Glen Carbon, Illinois)
- Spring 1999, LINC – Assisted Living Center, Strategic Plan, Belleville, Illinois
- Spring 1999, Winder Housing Authority – HUD Drug Elimination Grant, Winder, Georgia

September 24, 2014

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

Rob,
Thanks for thinking of me as you and your mayor and council begin thinking about a goal-setting program in anticipation of next year's budget planning. As we discussed over the phone, I have outlined a proposal for a planning and goal-setting process that I have used with a number of other communities. It involves an ambitious agenda of several sessions, culminating in the preparation of an Action Plan to guide decision-making over two or three years by your leadership team. It obviously can also feed into budget planning as you suggested.

After you have had a chance to go over it we should plan on a follow-up phone call; I want to be sure that we are on the same page with respect to your thinking about such a program. I obviously am willing to tweak the proposal to better reflect your needs if this general approach is not satisfactory.

As I outlined briefly in my email, I would suggest a program that would allow us to:

1. discuss roles, responsibilities and procedures for strengthening decision-making processes within the city,
2. identify and set priorities among the critical issues confronting the city today, and
3. build consensus on an Action Plan including goals and action strategies to guide city decision-making over the next several years.

Strengthening Decision-Making
I would suggest we devote an evening session, perhaps three hours or so, to consider decision-making issues. The intent of the opening segment of the planning retreat is to systematically and explicitly talk about "how" we make decisions for the city, how we will work together to make the best possible decisions for residents, businesses and visitors to the city.

I would provide a brief homework exercise (draft attached to this proposal) to be completed by members of the council (and the leadership team and others if you wish) in advance of the session. Responses to the survey are transcribed, assembled and reported to participants at the session to prompt analysis and discussion of the decision-making process.

As the survey suggests, the intent is to address openly and explicitly what might be perceived as any ***barriers*** inhibiting the decision-making process, and then to identify what might be done to ***strengthen information-sharing, communication and decision-making***. During the discussion we also would spend some time talking about the roles and relationships between the several decision-makers in the city—mayor, council members, manager, clerk, members of city boards and commissions, and others.

The work session is designed to enhance the governing board's capacity for decision-making and not to "make" people agree with one another. Indeed, my role is not to "tell" the mayor and council what the problems are and how to solve them. I don't even assume there are problems, but rather start with the premise that no matter how effective we are as a decision-making body there is always room for improvement.

My job in this program is to assist the group in the decision process, not make decisions for the community. I use my understanding of local government and my process skills to structure a program that will allow you and the council and leadership team to deal with problems and to make decisions in a productive and effective fashion.

The "products" of the session can take several forms:

- a set of "governing body rules" or norms to guide relationships and decision processes;
- decisions on how often to meet, whether to utilize formal work sessions in addition to regular council meetings, how and when information should be provided as part of the decision-making process;
- clear expectations for the manager and other administrative personnel—after all they will be evaluating you periodically; or
- other strategies to be employed by the mayor, council members and the manager and leadership team to insure effective communication and decision-making.

Critical Issues and an Action Plan

Following that first session, a second homework exercise (the second part of the handout attached) is designed to stimulate thinking about the most critical issues facing the city as we look ahead. The intent is to generate a list of issues by brainstorming, and then shorten the list to focus on those that are deemed by the group as "most critical," requiring action within the next two to three years. Those priority issues essentially become the basis for goals—addressing the most critical challenges facing the city—and they then become the focus of thinking about action strategies. We again use a two-step process; what possible strategies might be implemented to address those critical issues and achieve our goals, and then which are most important.

My approach, and hence the use of the term goal-setting at the start of the proposal, is to emerge from the session with a pretty clear sense of what our priorities are for the coming two or three years, and some attention to implementation strategies. The steps in the process are pretty straightforward:

1. **Identify critical issues:** In strategic planning jargon this is the SWOT analysis, examining Strengths, Weaknesses, Opportunities and Threats. This needs to be done in a collaborative way, involving the mayor and council members, key city administrators and others if desired. A questionnaire is again used to tap the insights of all those who might have a valuable perspective on issues, whether they are active participants in the goal-setting workshop or not. The information is summarized and distributed at the start of the second work session as a springboard for discussion of the "most important" issues. The intent is to identify perceptions of the community and the world around us and to define the most important issues facing us, now and in the future. These most important or critical issues are defined as the "strategic" challenges facing the community.

2. **Articulate goals and action strategies:** Given some consensus among participants about strategic issues, attention is shifted to goals; how do we best address those strategic challenges? what do we want to achieve? what do we want the city to be like? what are our goals for the city? And, most importantly, how do we achieve those goals? This becomes the basis for developing a draft action plan to secure goal accomplishment.

Following that work, I summarize our discussion in the form of a set of Minutes and a draft Action Plan to be presented to the mayor and council members and leadership group prior to a follow-up session within three to four weeks. At that time we go over the draft, make sure that the language reflects our views, add other strategies that come to mind, identify priorities among action strategies to the extent possible, consider possible metrics or measures of success for monitoring purposes, and address any other issues that might be raised. Subsequent to that session I would then provide a final draft to the city with a set of recommendations for action.

Cost

The cost for the program as proposed is $4000, including assembling responses to the surveys, facilitating the sessions as described, travel to and from the city and an overnight stay for the sessions, and preparing and presenting written summaries and a draft Action Plan (note, to simplify billing I have incorporated travel costs and an overnight stay into the estimate). The city is responsible for arranging for facilities and logistical support for sessions, duplicating and distributing all materials for sessions, and providing refreshments and meals for participants, as necessary. The work would be done under a personal services agreement, with this proposal serving as a scope of work, and I would bill the city upon conclusion of the program.

Common Issues

Let me just briefly touch on several issues that often come up as governing boards consider such a planning session. As I noted earlier, my role in the program is to serve as facilitator, assisting the group in the decision process, not making decisions for the community. My job, and why it is sometimes valuable to bring in an outsider, is to ask the hard questions, structure the discussion, keep the group on track, and ultimately pull the decisions together in a report back to the city.

As you know, the proposed work sessions would need to be posted and open to the public. While there is no requirement for public participation in a council work session, should the members wish I am certainly amenable to and capable of involving members of the public in the discussion. The group may want to address this in advance to avoid the need to devote time to the question at the meeting itself.

Scheduling is flexible but, as noted above, I generally recommend an evening session, to start the process, followed by a day-long retreat, usually on Saturday. Given the travel time to and from the city, a weekend format is probably preferable, and that is what I have built into my cost estimate. In the weekend format, we meet Friday evening and the following Saturday, with a follow-up Saturday session to finalize the plan. In the weekend format, the two homework assignments are both distributed in advance of the program and the information is summarized and distributed during the workshop sessions.

A related issue is the number of participants to be included in the program. The mayor and council members may wish to see this as their program, focusing on developing effective decision-making processes between the mayor, council members and the city manager, as well as an effort at building consensus on goals and an action plan to guide decisions. Other individuals could be asked to complete the questionnaires to add further insight to the work sessions, even if they are not involved in the work sessions directly.

Still another possibility is to include a broader group of city personnel (department heads, planning commission chair/ members, DDA chair/members, for example) and/or community leaders (local chamber leaders, officials from other units of government—the county or school district, for example) in the work sessions. From my perspective, the question of participation is up to you and your mayor and council.

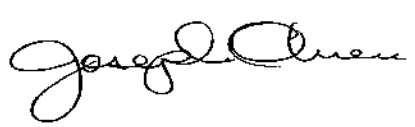
My recommendation generally is to include all appropriate people who can make a contribution to the discussion. The only limits are financial and practical; you will need to arrange a suitable room and have to pay for refreshments and dinner on Friday and breakfast and lunch on the Saturdays for all the participants at the retreat, and if we get much beyond 20 it takes much longer to involve everybody.

Finally, as we discussed, you would like to conclude the program by the end of the calendar year. That makes things tight, given the holidays in late November and December, but if we plan ahead we should be able to fit the two work sessions into the calendar. For example, one approach might be to plan the opening weekend on Friday and Saturday, November 21 and 22, with the follow-up session scheduled for Saturday December 13.

Conclusion

I hope this helps you as you continue planning for a team-building and goal-setting workshop. If you do not believe that this program accomplishes what your council would want, I would be happy to try and tailor a program to meet more specific needs. After you go over this draft, we can have a phone conversation and make sure it is what you feel comfortable with; I can then finalize a proposal for submission to council.

Sincerely,



Attachments

Draft memo to mayor, council members and retreat participants
Draft survey instrument

MEMO (Draft)

Date

TO: Mayor and Council Members, City of Charlevoix
Rob Straebel, City Manager and other Participants in the Planning Retreat

FROM: Dr. Joe Ohren

RE: Goal-Setting Workshop Overview and Homework Assignment

As you are aware, I will be working with the mayor, council members and key administrators later in the fall to facilitate a team building and goal-setting process. The city manager will provide more details on the logistics for the workshop sessions as we draw closer to the date, but I want to give you an overview of the session (see tentative agenda below) and a homework assignment to be completed individually and confidentially in advance—note that I would like your responses to my survey no later than .....so that I can assemble retreat materials.

Purposes and Process
As I indicated in my discussions with the city manager, the planning session will be devoted to:

1. Discussing decision process issues
2. Identifying critical community issues
3. Articulating goals and action strategies

We devote our opening discussion to what I refer to as decision process issues. The intent of the opening segment of the planning retreat is to systematically and explicitly discuss "how" we make decisions for the city. The intent is to address explicitly what might be perceived as any ***barriers*** inhibiting the decision-making process, and then to identify what might be done to ***strengthen information sharing, communication and decision-making***. This does not presume there are problems now; rather it is predicated on the notion that no matter how good you are, you can always do better. And, one way to accomplish that is to think systematically about the process and explicitly identify ways to strengthen it even further.

The latter two purposes are self-evident; we need to collectively agree on the most important issues confronting the city and develop an Action Plan to guide us over the course of the next two or three years in addressing those issues. Following the retreat session I will summarize our discussion and present a written report and a near final draft Action Plan for consideration an action by the leadership team at a subsequent regular session of the council.

As I have indicated in the instructions on the Homework Assignment, I need your responses by the end of the day on .....in order to prepare the transcript and handouts for the retreat. As the instructions note you can email (preferred) or mail your responses to me, and I have provided a phone number in the event you wish to discuss the planning process or the questions with me.

My Role
My role in the retreat program is to serve as facilitator, assisting the group in the decision process, not making decisions for the commission. I use my understanding of local government and my process skills to structure a program that will allow the collective leadership to deal with problems and to make decisions in a productive and effective fashion. My job, and why it is sometimes valuable to bring in an outsider, is to ask the hard questions, structure the discussion, keep the group on track, and ultimately pull the decisions together in a report back to the city.

I am looking forward to working with you.

City Of Charlevoix Planning and Goal-Setting Retreat
Tentative Agenda

Session One—Friday evening work session, November .....

Introductions, purpose and process

Discussing decision process issues—what are the barriers that get in the way of effective decision-making in the city and how do we address them?

Session Two—Saturday work session, November .....

Follow-up review of barriers and strategies

Identifying critical issues/challenges—what are the most important issues facing the city? Which are most important, to be addressed in the next two to three years?

Drafting an Action Plan—what goals and action strategies need to be put in place to address those highest priority issues?

Session Three—Saturday work session, December .....

Review of Draft Action Plan—adding additional strategies, setting priorities among strategies, identifying measures of success for monitoring

Next Steps—recommendations for action by council and the leadership team

PLANNING AND GOAL-SETTING RETREAT
Charlevoix, Michigan, Fall 2014

A SELF-ASSESSMENT INSTRUMENT
Dr. Joe Ohren

ASSESSING WORKING RELATIONS AND DECISION-MAKING

In preparation for the opening segment of our planning session, please complete questions A through C on the attached survey instrument in the space provided about barriers to effective decision-making and strategies for overcoming those barriers. Be honest and straightforward in answering the questions; I don't assume there are problems but rather start with the premise that no matter how effective we are as a decision-making body there is always room for improvement. I will transcribe and assemble the responses for distribution at the session.

GOAL ASSESSMENT EXERCISE

During our second work session, we will focus on "where we want to go" (goals/objectives) as a city. To get there we need to begin by identifying the critical strategic issues facing us and then we can determine how we want to get there (action plan). Please complete questions D and E on the attached instrument. Return your responses to my office and I will transcribe and assemble your responses for our session together. At that time we will discuss your perceptions of the most important or **strategic** issues facing the city in the months ahead and ultimately identify appropriate goals and action strategies.

SURVEY RESPONSE

Please respond to the survey no later than . As you can see from the contact information below, email your responses (this is preferable—just put Charlevoix in the subject line—and there is no need to repeat the questions, just number your responses appropriately), or you can mail the completed forms to me. I have also provided my cell phone number in the event you want to discuss the questions or your thoughts further.

I will transcribe and assemble your responses without attribution for distribution at our retreat session. At that time we will have an opportunity to analyze and discuss our perspectives on decision-making within the leadership team, focus attention on strategies for improving our effectiveness in decision-making, and begin to develop in collaborative fashion a set of goals and an action plan.

Dr. Joe Ohren
Joe.Ohren@gmail.com
773 Peninsula Ct.
Ann Arbor, MI 48105
734.546.0039

A. Characteristics of effective decision-making groups--Based on your experience with this and other decision-making bodies, identify three characteristics of good or "effective" decision-making groups. You can probably think of more than three, but what three do you think are the most important?

1.

2.

3

B. Barriers to effective working relationships/decision-making--Identify three barriers that you perceive are getting in the way or might get in the way of effective working relationships and decision-making here. You can probably think of more than three, but what three do you think are the most critical?

1.

2.

3.

C. Strategies for improving our effectiveness as a leadership team--Identify three strategies for improving our effectiveness as a council and leadership team. You can probably think of more than three, but what three would you recommend to your colleagues as most critical, perhaps to be implemented as we begin the new calendar year?

1.

2.

3.

D. Identifying Critical Issues/Challenges

What three issues, problems or challenges facing the city of Charlevoix do you perceive as most important? Move beyond the process by which we make decisions and focus now on the problems we face as a city. Again, be as specific as possible.

1.

2.

3.

E. Strategies for addressing those issues

For each of the three critical issues you identified above, identify one or two strategies for addressing the issues. You can probably think of more than that, but which ones should be implemented as soon as possible?

1.

2.

3.

4.

5.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Public hearing on the amendment of the Airport Layout Plan (ALP)

DATE: October 6, 2014

PRESENTED BY: Matthew Wyman

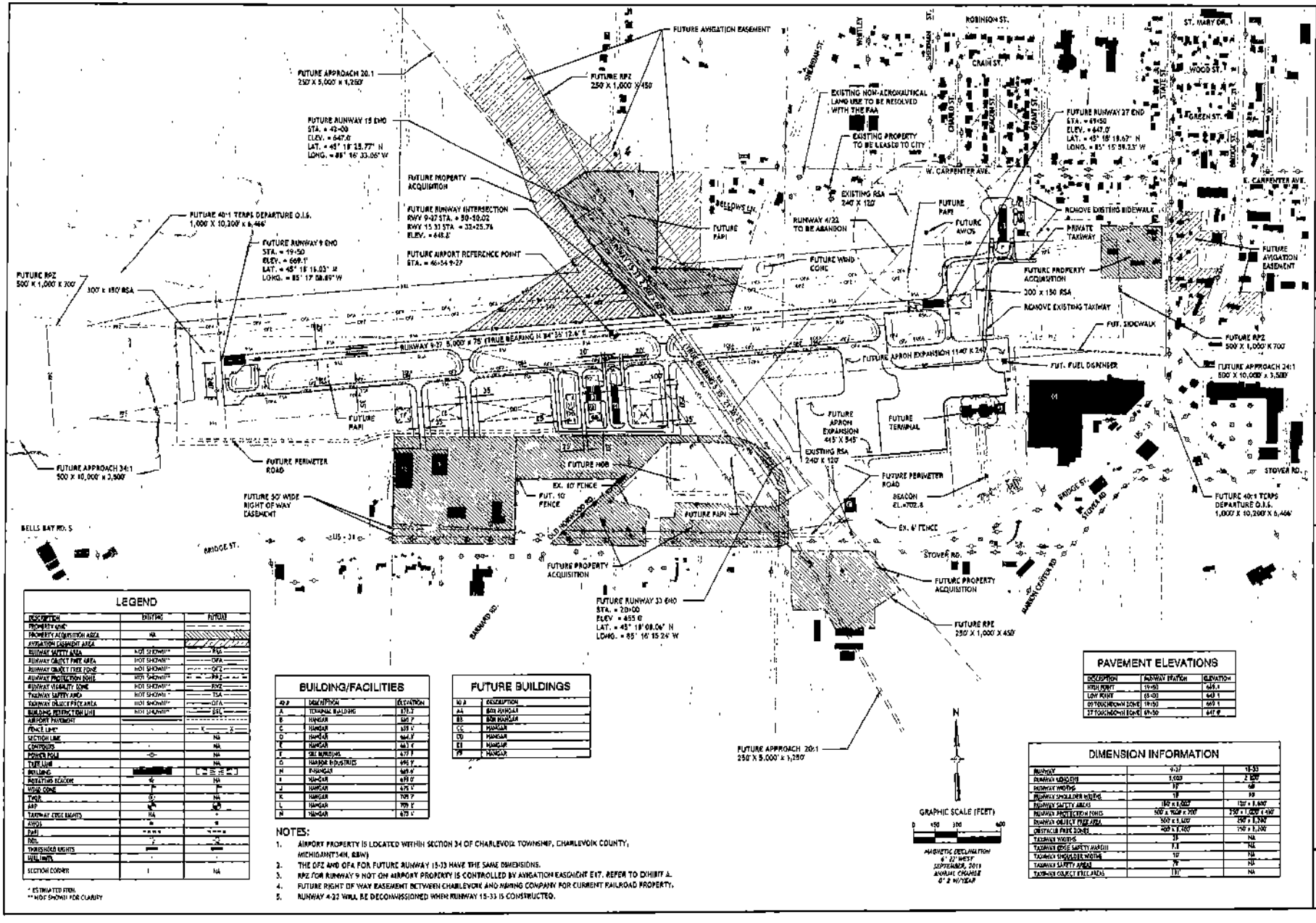
ATTACHMENTS: 1. Pages 4 of 15 and 5 of 15 of the ALP

BACKGROUND INFORMATION: The City of Charlevoix Municipal Airport has been seeing an increasing number of category C aircraft operations. Once the threshold of 500 operations in a calendar year (An operation is one landing or one departure) have been met, the FAA will mandate that we follow our current airport plan. This in turn, will cause unneeded challenges for the City of Charlevoix. A number of private homes, businesses, as well as a portion of State Street will have to be condemned, resulting in the loss of tax revenue to the city and an increase in the number of unemployed.

The Airport Advisory Committee voted unanimously to recommend City Council, to consider removing pages 4 of 15 and 5 of 15 of the Charlevoix ALP.

RECOMMENDATION: A motion to hold a public hearing during the next City Council meeting on October 20, 2014 with respect to the amendment of the Charlevoix ALP.

Although a public hearing is not a requirement by the FAA as it relates to an amendment to an ALP. It was advised by Alex Erskine the FDO program manager, that we follow the same process that was taken prior to the approval of the Charlevoix Airport Master Plan.



LEGEND

DESCRIPTION	EXISTING	FUTURE
PROPERTY LINE		
PROPERTY ACQUISITION AREA	NA	
AVIGATION EASEMENT AREA		
RUNWAY SAFETY AREA	NOT SHOWN**	RSA
RUNWAY OBJECT FREE AREA	NOT SHOWN**	OFA
RUNWAY OBJECT FREE ZONE	NOT SHOWN**	OFZ
RUNWAY PROTECTION ZONE	NOT SHOWN**	RPZ
RUNWAY VISUALITY ZONE	NOT SHOWN**	RVZ
TAXIWAY SAFETY AREA	NOT SHOWN**	TSA
TAXIWAY OBJECT FREE AREA	NOT SHOWN**	OFA
BUILDING RESTRICTION LINE	NOT SHOWN**	BRL
AIRPORT PAVEMENT		
FENCE LINE*		
SECTION LINE		NA
CONTOURS		NA
POWER POLE	-o-	NA
TREE LINE		NA
BUILDING		
ROTATING BEACON		NA
WIND CONE		
TWUR		NA
AWP		
TAXIWAY EDGE LIGHTS	NA	
AWOS		
PAPI		
RPZ		
THRESHOLD LIGHTS		
WELL MARK		
SECTION CORNER		NA

* ESTIMATED ITEM.
** NOT SHOWN FOR CLARITY

BUILDING/FACILITIES

KEY	DESCRIPTION	ELEVATION
A	TERMINAL BUILDING	671.7
B	HANGAR	680.7
C	HANGAR	659.1'
D	HANGAR	664.9'
E	HANGAR	663.1'
F	SRE BUILDING	677.7
G	HARBOR INDUSTRIES	696.7'
H	HANGAR	689.6'
I	HANGAR	698.0'
J	HANGAR	675.1'
K	HANGAR	709.7'
L	HANGAR	709.5'
M	HANGAR	679.1'

FUTURE BUILDINGS

KEY	DESCRIPTION
AA	BOX HANGAR
BB	BOX HANGAR
CC	HANGAR
DD	HANGAR
EE	HANGAR
FF	HANGAR

PAVEMENT ELEVATIONS

DESCRIPTION	RUNWAY STATION	ELEVATION
HIGH POINT	19+50	669.1
LOW POINT	03+00	643.1
09 TOUCHDOWN ZONE	19+50	669.1
27 TOUCHDOWN ZONE	69+50	647.0

DIMENSION INFORMATION

	9-27	15-33
RUNWAY	5,000	2,500
RUNWAY WIDTH	75'	60'
RUNWAY SHOULDER WIDTH	10'	10'
RUNWAY SAFETY AREAS	150' x 1,000'	150' x 1,000'
RUNWAY PROTECTION ZONES	500' x 1,000' x 700'	250' x 1,000' x 450'
RUNWAY OBJECT FREE AREA	500' x 1,000'	250' x 1,000'
OBSTACLE FREE ZONES	400' x 1,000'	250' x 1,000'
TAXIWAY WIDTHS	35'	NA
TAXIWAY EDGE SAFETY MARGIN	7.5'	NA
TAXIWAY SHOULDER WIDTHS	10'	NA
TAXIWAY SAFETY AREAS	79'	NA
TAXIWAY OBJECT FREE AREAS	131'	NA

NOTES:

1. AIRPORT PROPERTY IS LOCATED WITHIN SECTION 34 OF CHARLEVOIX TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN(T34N, R8W)
2. THE DPZ AND OFA FOR FUTURE RUNWAY 15-33 HAVE THE SAME DIMENSIONS.
3. RPZ FOR RUNWAY 9 NOT ON AIRPORT PROPERTY IS CONTROLLED BY AVIGATION EASEMENT EXT. REFER TO EXHIBIT A.
4. FUTURE RIGHT OF WAY EASEMENT BETWEEN CHARLEVOIX AND MINING COMPANY FOR CURRENT RAILROAD PROPERTY.
5. RUNWAY 4-22 WILL BE DECOMMISSIONED WHEN RUNWAY 15-33 IS CONSTRUCTED.

NO.	DATE	DESCRIPTION	BY
1	2014	DRAFT	

ARMSTRONG.

QoE

AIRPORT LAYOUT PLAN
FUTURE AIRPORT LAYOUT PLAN
CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MI

DRAWN	DESIGNED	APPROVED	DATE
SDS	PDS	ALS	4-15-14

CONTRACT NO.: NA

4 of 15

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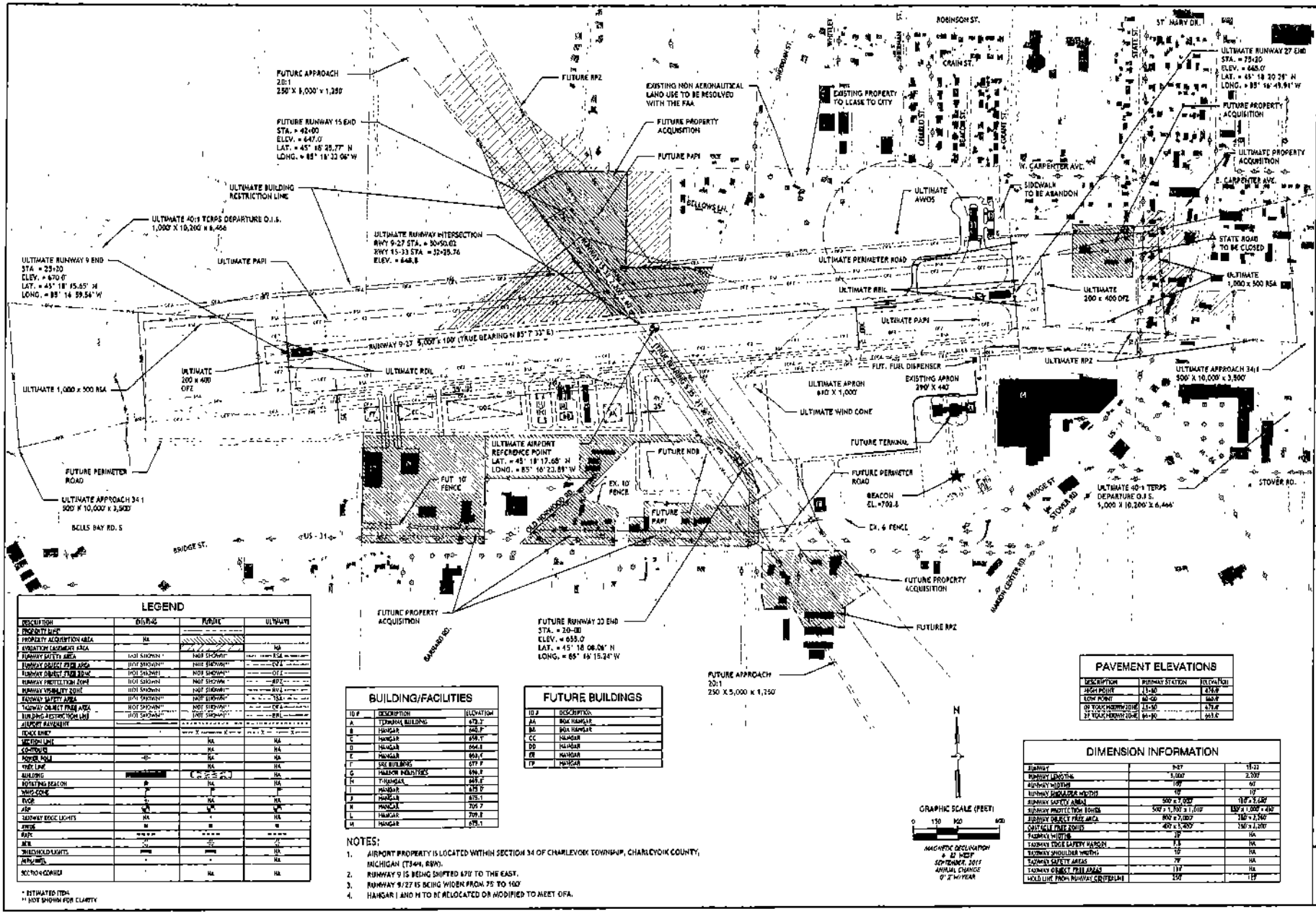

LEGEND

DESCRIPTION	EXISTING	FUTURE	ULTIMATE
PROPERTY LINE			
PROPERTY ACQUISITION AREA	NA		
AVIGATION EASEMENT AREA			NA
RUNWAY SAFETY AREA	NOT SHOWN*	NOT SHOWN*	RSA
RUNWAY OBJECT FREE AREA	NOT SHOWN**	NOT SHOWN**	OFA
RUNWAY OBJECT FREE ZONE	NOT SHOWN	NOT SHOWN	OFZ
RUNWAY PROTECTION ZONE	NOT SHOWN	NOT SHOWN	RPZ
RUNWAY VISIBILITY ZONE	NOT SHOWN**	NOT SHOWN**	RVZ
RUNWAY SAFETY AREA	NOT SHOWN**	NOT SHOWN**	TSA
TAXIWAY OBJECT FREE AREA	NOT SHOWN**	NOT SHOWN**	OFA
BUILDING RESTRICTION LINE	NOT SHOWN**	NOT SHOWN**	BRL
AIRPORT PAVEMENT			
FENCE LINES			
SECTION LINE		NA	NA
CONTOURS		NA	NA
POWER POLE		NA	NA
TREE LINE		NA	NA
BUILDING			NA
ROTATING BEACON		NA	NA
WIND CONE		NA	NA
RVDR		NA	NA
ASP			NA
TAXIWAY EDGE LIGHTS	NA		NA
AWOS			
RAPC			
REIL			
THRESHOLD LIGHTS			NA
WINDSOCK			NA
SECTION CORNER		NA	NA

* ESTIMATED ITEM
** NOT SHOWN FOR CLARITY

BUILDING/FACILITIES

ID #	DESCRIPTION	ELEVATION
A	TERMINAL BUILDING	673.2'
B	HANGAR	660.9'
C	HANGAR	658.1'
D	HANGAR	664.8
E	HANGAR	663.4'
F	SRE BUILDING	677.9'
G	HARBOR INDUSTRIES	696.9'
H	T-HANGAR	669.8'
I	HANGAR	675.9'
J	HANGAR	675.1
K	HANGAR	705.7
L	HANGAR	709.8'
M	HANGAR	675.1

FUTURE BUILDINGS

ID #	DESCRIPTION
AA	BOX HANGAR
BB	BOX HANGAR
CC	HANGAR
DD	HANGAR
EE	HANGAR
FF	HANGAR

PAVEMENT ELEVATIONS

DESCRIPTION	RUNWAY STATION	ELEVATION
HIGH POINT	21+50	674.9'
LOW POINT	80+50	660.9'
20 YEAR HORIZON	23+50	674.4'
20 YEAR HORIZON	66+50	663.6'

DIMENSION INFORMATION

	9-27	15-33
RUNWAY		
RUNWAY LENGTH	5,000'	2,200'
RUNWAY WIDTH	100'	60'
RUNWAY SHOULDER WIDTH	10'	10'
RUNWAY SAFETY AREAS	500' x 1,000'	150' x 300'
RUNWAY PROTECTION ZONES	500' x 1,700' x 1,010'	150' x 1,000' x 450'
RUNWAY OBJECT FREE AREA	800' x 1,000'	250' x 2,300'
OBSTACLE FREE ZONES	400' x 1,400'	250' x 2,200'
TAXIWAY WIDTHS	35'	NA
TAXIWAY EDGE SAFETY MARGIN	7.5'	NA
TAXIWAY SHOULDER WIDTHS	10'	NA
TAXIWAY SAFETY AREAS	79'	NA
TAXIWAY OBJECT FREE AREAS	131'	NA
HOLD LINE FROM RUNWAY CENTERLINE	250'	125'

NOTES:

1. AIRPORT PROPERTY IS LOCATED WITHIN SECTION 34 OF CHARLEVOIX TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN (T34N, R8W).
2. RUNWAY 9 IS BEING SHIFTED 670' TO THE EAST.
3. RUNWAY 9/27 IS BEING WIDEN FROM 75' TO 100'
4. HANGAR I AND M TO BE RELOCATED OR MODIFIED TO MEET OFA.

CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MI

AIRPORT LAYOUT PLAN
POTENTIAL ULTIMATE AIRPORT LAYOUT PLAN

CONTRACT NO. 34 | DESIGN SBS | DRAWN JWS | REVIEWED AEL | APPROVED AEF | DATE 4-15-13

NO.	DESCRIPTION	DATE	BY
	Drawn by 7/2011		

ARMSTRONG

QoE

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