

**AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING**

Monday, February 1, 2016 - 7:00 p.m.
210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
 - A. City Council Meeting Minutes - January 18, 2016 Regular Meeting **PG 1-10**
 - B. Accounts Payable Check Registers & Payroll Check Registers **PG 11-21**
 - C. Housing Commission Resignation - Joni Olach **PG 22**
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Long Term Capacity Purchase **PG 23-24**
 - B. ACAT Global Expansion - Electric **PG 25-27**
 - C. Revision of Recreation Advisory Board By-Laws **PG 28-31**
 - D. Parks and Recreation Master Plan Bid Acceptance **PG 32-33**
 - E. Discontinue Lifeguards at Michigan Beach **PG 34-35**
 - F. Concession Stand/Food Truck Discussion **PG 36-56**
 - G. Approve Service Agreement with AT&T **PG 57-64**
 - H. Sale and Refunding of Bonds **PG 65-76**
 - I. Mayor Appointment **PG 77**
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
 - A. Sale and Refunding of Bonds **PG 66-74**
- 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 January 28, 2016 4:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, January 18, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Gabe Campbell.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Gabe Campbell
City Manager: Mark Heydlauff
City Clerk: Joyce Golding
Members Present: Councilmembers Shirley Gibson, Aaron Hagen, Luther Kurtz, Leon Perron, Bill Supernaw
Absent: Councilmember Shane Cole

III. Inquiry Regarding Possible Conflicts of Interest

Councilmember Gibson recused herself from agenda item C. 2016 Infrastructure Plan Approval as her street is involved. Councilmember Hagen disclosed that he is on the Farmers Market board and Council agreed that there was no conflict. Councilmember Kurtz declared he has a business at the Airport and would recuse himself from D. Airport Schedule of Insurances. Councilmember Supernaw and Mayor Campbell disclosed they are parish members of St. Mary's Church and it was agreed that there was no conflict.

Mayor Campbell read an excerpt from the *Rules of Procedure for City Council*.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – January 4, 2016 Regular Meeting Minutes
- B. Regular Accounts Payable Check Register – January 19, 2016
- C. ACH Payments – January 4, 2016–January 15, 2016
- D. Tax Disbursement – January 19, 2016
- E. Payroll Check Register – January 15, 2016
- F. Payroll Transmittal – January 15, 2016

Mayor Campbell announced that this meeting was not against skydiving, but a discussion on the Airport Schedule of Insurances which "should have been addressed years ago."

V. Public Hearings

None.

VI. Reports

City Manager Heydlauff clarified details regarding the Marina season and further discussion occurred during the budgets agenda item. He extended his thanks and appreciation to Staff who continue their work despite the snow.

The Food Truck Committee met on January 12th and City Manager Heydlauff stated that the Committee would like Staff to investigate options for beach concessions. The Committee will be reporting their progress to Council on February 15th.

VII. Requests, Petitions and Communications and Actions Thereon

A. Charlevoix County Millage Recreation Grant Application

City Manager Heydlauff stated that the Recreation Department would like to submit a grant application to the Charlevoix County Board of Commissioners to seek funding for wayfinding signage for parks and recreation assets. The wayfinding signs would be located at Depot, Lake Michigan, and Ferry Beaches, as well as the Mt. McSauba Recreation Area and Lake to Lake Trail. He clarified that the \$10,000 request was based upon initial estimates.

City Manager Heydlauff stated that he and the DDA Chairman would be working together to create complimentary wayfinding signage throughout downtown.

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

Action by Resolution.

B. Farmers Market Wine Tasting

DDA/Main Street Executive Director Doyle stated that the goal for the Farmers Market is to fill East Park with visitors and foot traffic each Thursday, May 1 through Apple Festival. She indicated that the Market is seeking to enhance the range of products offered by including wine and hard cider sales. Director Doyle proposed to offer wine and hard cider tastings along with sales in the "South Garden" area adjacent to the pavilion. Vendors wishing to offer wine tasting must receive a license from the State of Michigan and

the approval of the Charlevoix Police Chief. Shoppers would be limited to six one-ounce pours, the equivalent of a six ounce glass of wine and vendors would be required to use certified pourers.

The DDA requested that City Council authorize the City Manager to waive alcohol restrictions to permit wine and hard cider tastings during the Farmers Market. Council generally agreed on the idea of adding wine tasting to the Market.

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

Motion by Councilmember Gibson, second by Councilmember Kurtz, to authorize the City Manager to waive alcohol restrictions as outlined in City of Charlevoix City Code Section 3.14 in order to permit wine and hard cider tasting for the Charlevoix Farmers Market.

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

C. 2016 Infrastructure Plan Approval

DPW Superintendent Elliott stated that during the last month there were many discussions and one public meeting regarding the upcoming infrastructure work and sidewalks. He explained that the decision to install a sidewalk is based on pedestrian traffic, vehicular traffic (speed and volume), generally accepted engineering principles and how many trees may need to be removed. DPW Superintendent Elliott recommended the following:

- St. Mary's Drive: install one sidewalk on each of the North and South sides
- Wood Street: install sidewalk on the North side
- Green Street: install sidewalk on the South side
- 200 block of E. Upright: no sidewalks
- Alice Street: no sidewalks, existing sidewalk south of W. Hurlbut will be removed
- Nichols Street: no additional sidewalks
- Burns Street: no additional sidewalks

DPW Superintendent Elliot stated that during the project, grades will be corrected, curbing installed and new driveway approaches will be installed up to the edge of the right of way.

City Manager Heydlauff discussed three emails of concern as part of public comment that his office received from Dennis Rasmussen, Peggy Wilson, and Susan Killam regarding the proposed sidewalk installation on Wood Street. DPW Superintendent and the City Manager resolved Mr. Rasmussen's issues. Ms. Wilson's concern regarding her yard was addressed by removing the proposed sidewalk on the south side of the street.

With regards to Ms. Killam's request to move the sidewalk closer to the street, Councilmember Kurtz questioned the possibility. DPW Superintendent Elliott responded that it may be possible but he would have to investigate if trees or other obstacles would be involved. He stated that moving the sidewalk would affect the green space as well as the ability to plant trees in the right of way. DPW Superintendent Elliott cited several streets where sidewalks are very close to residences and he believed that a sidewalk 17 feet from the Killam residence was reasonable. From a safety perspective, he would not recommend moving the sidewalk adjacent to the curb.

DPW Superintendent Elliott explained that sidewalks are very beneficial in the area of schools and churches. He stated that the proposed north sidewalk on St. Mary's Drive adjacent to the school was most important and existing trees near the classrooms would not be affected. He indicated that there would be a cost savings if Council eliminated the south sidewalk. Mayor Campbell recalled that the board at St. Mary's voted in favor of the sidewalk. Councilmember Supernaw commented that the playground was heavily used.

Councilmember Supernaw questioned whether locating the sidewalk adjacent to the curb on Wood Street was negotiable and the DPW Superintendent replied that a large maple would have to be removed. The width of sidewalks in town was discussed. Councilmember Perron felt that the concerns of the Wood Street residents should "have some weight". DPW Superintendent Elliott noted that a new sidewalk adjacent to the Dairy Grille is warranted to provide safe access for users as vehicles enter from Bridge Street at 35 mph. Jim Malewitz, Performance Engineers, concurred with DPW Superintendent Elliott. Councilmember Kurtz suggested that Council defer to the engineer and Staff. Councilmembers Perron and Hagen also voiced their concerns with safety in this area.

Mayor Campbell opened the item to public comment.

Chuck Sherping, requested consideration to repair retaining walls on Ferry Avenue and Eaton Avenue where timbers are falling apart. City Manager Heydlauff responded that Eaton Avenue will be addressed in 2016/2017 but, repairs to the retaining wall on Ferry Avenue will be deferred until Council determines the future of the Public Works building.

Patty Sitzema, 102 St. Marys Drive, spoke with her neighbors and they agreed that a sidewalk on the south side would be disruptive. She suggested a four foot sidewalk on the north side to save money and suggested that it be maintained in the winter.

DPW Superintendent Elliott highly recommended the use of a five foot wide sidewalk for snow removal purposes. He is monitoring the sidewalk snow removal throughout the City and is considering some changes to sidewalks that are maintained.

Jodi Laurent, 1st Ward, endorsed that Petoskey Avenue near Mercer should not be maintained. She stated that residents in this area had damage to their landscape because of salt and accumulated snow along the sidewalk.

The item was closed to the public.

Motion by Councilmember Supernaw, second by Councilmember Perron, that we proceed with the plans as presented by Mr. Elliott's department and the engineering department [Performance Engineers] with the exception of eliminating the sidewalk on the south side of St. Marys Drive.

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

D. Airport Schedule of Insurances

City Manager Heydlauff stated that the Charlevoix City Code Chapter 2.191 indicates the City will adopt a Schedule of Insurances specifying the coverage required for licensees at the Charlevoix Municipal Airport. History shows that this schedule was never adopted and City Attorney Howard recommended that a schedule be adopted when he spoke to Council last fall. Council also retained Cliff Maine of Barnes & Thornburgh in Grand Rapids to write a waiver for skydivers at the Charlevoix Municipal Airport and Mr. Maine advised that the City could follow the standard set by the city of Lincoln, California as to the requirements for insurance, specifically for skydiving.

City Manager Heydlauff stated that this schedule establishes minimum insurance requirements for all commercial operators at the Airport. Some operators have not, heretofore, been obligated to supply insurance certificates. This will change when they file for the annual renewal of their license. The requirements are broken down by type of license. In general, all operators must have a basic \$1 million general commercial aviation insurance liability policy and others must have different additional requirements based on the type of operation.

City Manager Heydlauff explained that in the case of skydiving, the requirements listed are copied directly from the agreement between Skydive Sacramento and the city of Lincoln, California. This standard is the strictest set of requirements for skydiving insurance without violating Federal Aviation Administration (FAA) grant assurances. Specifically in Lincoln, the FAA determined the city was unreasonably denying access to the airfield (an obligation contained in grant assurances) by requiring unattainable insurance. The FAA determined commercial insurance covering skydivers has not been available since the 1980's (FAA Docket 16-09-09 Skydive Sacramento v. City of Lincoln- Director's Determination, pg. 2). As such, the requirement to obtain insurance not readily attainable violates FAA grant assurances.

City Manager Heydlauff clarified that the City holds a policy for all operations currently underway at the airport (including the existence of skydiving). This is not new coverage and does not affect the premium the City pays. He stated that this coverage will protect the City's interests if a claim is made regarding the City at the Airport. Whether it is a trip and fall accident or something more serious involving a potential skydiver, the City's interest is covered by our policy. The City requires an indemnification agreement from all operators with a stipulation that they name the City as an additional insured on their policies. This means the City gains the benefit of their coverage for a loss but it does not provide our insurance to the operator in the event of a loss.

City Manager Heydlauff explained that in Lincoln, the use of a waiver was deemed to be appropriate and an additional set of protection for the city from potential claims. In California (as in Michigan), there is a governmental immunity clause further protecting the City from a claim of responsibility in the case of injury. To be successful in a claim, an aggrieved party must show the City was negligent in its responsibilities. City Manager Heydlauff stated that this schedule is the right step to make sure we have the best coverage we can require but it does not cover all circumstances and Staff advised its adoption.

Councilmember Gibson liked the proposed schedule and stated that "it seems that we are getting everyone on the same page that operates at the Airport." She cited item 4 under the Parachuting and Jump Schools paragraph dealing with fire liability coverage and suggested that this item should be deleted because other Airport operators are not required to carry this type of insurance. City

Manager Heydlauff agreed. Councilmember Gibson recommended that automobile liability insurance should apply to all operators transporting people on the airfield. She indicated that the Schedule of Insurance and Indemnification Agreement as required by City Ordinance, protects the operators, customers and the City. Councilmember Hagen also suggested removing item 2 whereby the schedule would "read cleaner". Councilmember Gibson felt that item 2 should remain in case available insurance changes in the future.

Discussion continued regarding the proposed waiver and schedule, governmental immunity, the potential for City liability and the facts surrounding the case in the city of Lincoln.

Councilmember Supernaw found it interesting that an airplane owner is not required to have insurance. City Manager Heydlauff stated that only those businesses operating out of the Airport are bound by the Schedule of Insurances.

Councilmember Hagen confirmed that any operator with a vehicle on the airport would require \$1 million automobile liability coverage. Councilmember Gibson concurred.

City Manager Heydlauff stated that protocol would be established with regards to how the new waiver will be handled and the issuance of an Airport License will require operators to comply with the Schedule of Insurances and the need for skydive waivers.

Mayor Campbell opened the item to public comment.

Chuck Shering, Emmet Sports Flyers Club President, stated that the flying club is a not-for-hire private club and not a commercial operation, therefore the club should not be required to hold \$1 million commercial liability coverage. The club currently maintains a \$500,000 liability policy and he felt that requiring commercial coverage would cost the club additional money and serve no purpose. He indicated that the FAA does not recognize "commercial flying clubs". The City Clerk confirmed that the club filed for an Airport Business License. The City Manager felt that the flying club qualifies under the Schedule of Insurances.

Luther Kurtz cited his letter to Council dated January 18 and requested that Council consider a way to better define a reasonable maximum increase in cost if a different skydive insurance becomes available in the future. Mr. Kurtz stated that removing item 2 would be another option. City Manager Heydlauff stated that if item 2 were removed and another commercially available skydive insurance becomes available in the future, a change to the schedule could be addressed at that time. He reiterated that the FAA ruled that this type of insurance was unavailable commercially. Councilmember Hagen recommended deleting item 2 to clean up the Schedule language and a future Council could address the Schedule if insurance availability changes. Councilmember Gibson agreed.

The item was closed to the public.

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

A. Budget Amendment for 2015/2016

City Manager Heydlauff explained changes to the 2015/2016 Budget and stated that the proposed budget amendment will keep the City's budget process in compliance with Public Act 202 by holding a public hearing and update the estimated year end budget for 2015/2016.

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

Motion by Councilmember Gibson, second by Councilmember Hagen, to set a public hearing and introduction of an amendment to the 2015/2016 Budget Ordinance for 7pm on February 15, 2016, in the Council Chambers of City Hall, 210 State Street, Charlevoix, Michigan.

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

B. 2016/2017 Budget Ordinance

City Manager Heydlauff stated that City Council must hold a public hearing for the 2016/2017 Budget, which also sets the millage rates to support the budget. The budget needs to be in place prior to the start of the new fiscal year beginning on April 1, 2016.

City Manager Heydlauff noted that after utility rates were reviewed by the consultant the recommendation was made to reduce the scheduled rate of increase in the sewer rates from 24.5% to 18%. The consultant also recommended that due to the aging

infrastructure, water rates should increase by 15%. Mayor Campbell stated that Councils over the years were negligent (himself included) by keeping utility rates low and "we are paying for it now." He felt that the increase was reasonable.

City Manager Heydlauff recalled that Council discussed increasing Marina rates. He discussed moving seasonal rates from Tier B to Tier C with the Michigan State Waterways Commission (MSWC) and Council would need to define how many days the Marina will be open.

Harbormaster Evans commented that the seasonal lessees are an asset to the Marina and community in general. He felt that the four large live-aboard boats should be "grandfathered" and not be required to pay the increased rate with the knowledge that the rate would go up next season. Any new lessee would pay the new rate. City Manager Heydlauff advised that rates are required to be consistent across the board.

Harbormaster Evans confirmed that there are eight seasonal slips and lessees affirmed that they would be returning for the 2016 season. The slip waiting list was discussed. Councilmember Kurtz indicated that he called five names on the wait list and spoke to two that said they were willing to pay the new rate. He recalled that boaters were made aware in 2015 that the rates would increase this season and Councilmembers Perron, Hagen and Gibson agreed to implement the increase. Possible season length options were debated. Harbormaster Evans recommended June 1 through September 30 (122 days) and felt that the larger boats would not be willing to pay the higher rate on a 154 day season.

Councilmember Supernaw and Harbormaster Evans discussed large boats at the Marina which block the view of the Venetian Parade.

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

City Manager Heydlauff noted the importance of raising water and sewer rates to keep up with infrastructure improvements and suggested that the Marina follow suit by looking at future costs to maintain the Marina. He confirmed that as the 2016/2017 Budget stands now, Tier C rate would be charged for a 154 day season, May 15 through October 15. Councilmember Kurtz reiterated that if current lessees refuse the new rate and "we go down the list and there is still a slip available we should go back to the first person that decided not to take it instead of just starting arbitrarily again."

Motion by Councilmember Perron, second by Councilmember Gibson, to introduce the budget ordinance and set a public hearing for 7pm on February 15, 2016 in the City Hall Council Chambers, 210 State Street, Charlevoix for the 2016/2017 Budget Ordinance.

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

IX. Resolutions

A. Charlevoix County Millage Recreation Grant Application

Motion by Councilmember Hagen, second by Councilmember Perron, to adopt Resolution 2016-01-02 Application to Charlevoix County for Parks Millage Funding for Parks and Recreation Assets Wayfinding Signage, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-01-02
APPLICATION TO CHARLEVOIX COUNTY FOR PARKS MILLAGE FUNDING
FOR PARKS AND RECREATION ASSETS WAYFINDING SIGNAGE**

WHEREAS, the City of Charlevoix wishes to increase the visibility of parks and recreation assets in the City of Charlevoix; and

WHEREAS, the City of Charlevoix is requesting a \$10,000 appropriation from the Charlevoix County Board of Commissioners; and

WHEREAS, the City of Charlevoix desires to enhance and promote wayfinding signage for parks and recreation assets in the City of Charlevoix to meet the recreation needs of users in Charlevoix County.

NOW THEREFORE BE IT RESOLVED by the City of Charlevoix that, pursuant and subject to all of the terms and provisions of the Charlevoix County Parks millage, application be made to the Charlevoix County Board of Commissioners for funding; and

BE IT FURTHER RESOLVED that the City Manager of the City of Charlevoix is hereby authorized and directed to cause the necessary data to the prepared and the application to be signed and filed with the County of Charlevoix.

RESOLVED this 18th day of January, 2016 A.D.

Resolution was adopted by the following yeas and nays vote.

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

B. Airport Schedule of Insurances

Motion by Councilmember Gibson, second by Councilmember Hagen, to adopt Resolution 2016-01-01 Charlevoix Municipal Airport Schedule of Insurances noting the following changes to the draft resolution: under Parachuting and Jump Schools delete item 2 [Any aviation, drop zone, parachute jumping and skydiving activities exclusions must be deleted;], delete item 4 [fire liability coverage], item 3 [automobile liability] should be required of all Airport operators with the stipulation of vehicles transporting persons [customers on the airfield] and under Flying Club delete the word "commercial". After final edits, the resolution reads as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-01-01
CHARLEVOIX MUNICIPAL AIRPORT SCHEDULE OF INSURANCES**

WHEREAS, Chapter 26 of the Charlevoix City Code permits the Charlevoix City Council to establish a Schedule of Insurances for the Charlevoix Municipal Airport; and

WHEREAS, said schedule shall outline a list of types of insurance, limits of coverage and other insurance-related requirements for Aeronautical Commercial Activity at the Airport.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following Schedule of Insurances for the Charlevoix Municipal Airport:

*Charlevoix Municipal Airport
Schedule of Insurances*

Pursuant to Charlevoix City Code 2.191, the following shall constitute the Schedule of Insurances for commercial operators at the Charlevoix Municipal Airport. Copies of certificates of insurance (the limits of which are set below) shall be filed with the City Clerk prior to the issuance of any license for operation at the Airport. The City Attorney shall draft an indemnification agreement indemnifying the City and its agents and employees from any liability associated with the licensee's use of the Airport and licensee's use of the Airport shall be conditioned on licensee signing the indemnification agreement.

Licensees shall at all times during the term of the granted license, maintain at least the level of insurance stipulated below so long as the insurance is reasonably available to the licensee in the insurance market. Any and all insurance coverage held by the licensee shall be primary to any insurance coverage held by the City.

If such insurance is reasonably available in the insurance market, licensee shall obtain and maintain at all times during the term of the license, from a financially solvent insurance carrier(s), liability insurance for all items set forth below. Such coverage shall be maintained at licensee's sole expense to assure payment of damages occasioned by licensee's operation in and upon the Airport including aircraft and ramp vehicles. Such insurance coverage shall be in the amounts described below, or, if not reasonably available in these amounts, shall be in the maximum amount reasonably available in the insurance market. Such insurance coverage shall cover the scope of activities/events described below, or, if not reasonably available to cover the scope activities/events described below, shall be in the maximum coverage of scope of activities/events reasonably available in the insurance market.

Licensees shall provide to the City and keep current a Certificate of Insurance indicating the coverage and limits of coverage that it obtains and providing 30 days' notice of cancellation to the City for all insurance stipulated below.

The City Council may, from time to time at its sole discretion, amend this schedule. Licensees expressly agree that any such amended insurance requirements will become incorporated into their license upon adoption by the City Council. Licensees may terminate their license with written notice if they choose not to comply with updated insurance requirements. In no case will licensees be required to obtain insurance not reasonably available in the insurance market.

Should a dispute arise between the City and a licensee(s) whether insurance is reasonably available in the insurance market, the parties agree they will meet in a good faith effort to resolve the dispute. If the dispute is not resolved through that meeting, then either the City or the Licensee may terminate the license upon 30 days' written notice.

The schedule below is the minimum coverage required. Nothing in it shall be construed to prohibit a licensee to exceed the minimum coverage standards.

Part 135 and Part 121 Operators

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
4. Licensees shall meet or exceed any and all insurance standards as may be required by the United States Department of Transportation and/or the Federal Aviation Administration.

Aircraft Charter

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
4. Licensees shall meet or exceed any and all insurance standards as may be required by the United States Department of Transportation and/or the Federal Aviation Administration.

Specialized Aviation Services

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Aircraft Painting and Interior Fitting

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Aircraft Rental and Leasing

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
4. \$500,000 Student and renters liability

Aircraft Sales

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Authorized Repair Station for Avionics

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Flight Instruction

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
4. \$500,000 Student and renters liability

Flying Club

1. \$1 million general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Aircraft Maintenance Facility

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the air field

Parachuting and Jump Schools

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
3. Licensee agrees it will require all individuals sign a comprehensive waiver of liability, including the City and to be provided by the City, prior to permitting any such individual to participate in skydiving activities conducted by licensee, whether those activities take place on the Airport, over the airport, or elsewhere.
4. Licensee agrees that it will require all individual skydivers (and at least one person in each tandem skydive pair) be members of the United States Parachute Association ("USPA"), covered by the USPA individual member third-party liability insurance coverage, prior to

Licensee permitting any individual skydiver to participate in skydiving activities conducted by Licensee, whether those activities take place on the Airport, over the Airport, or elsewhere. Such insurance shall be primary to any insurance coverage held by the City.

5. The City will make reasonable efforts to obtain liability insurance coverage for the ensuing calendar year that is acceptable to the City for all then-current on-Airport activities, including skydiving at a reasonable price and without a significant premium increase.
 - a) Should the City be able to obtain such insurance coverage at no additional premium cost to the City for the ensuing calendar year, the licensee will not be required to reimburse the City for any insurance premiums for that ensuing calendar year.
 - b) Should the City be able to obtain such insurance coverage only with a premium increase for the ensuing calendar year, then the licensee shall reimburse the City for any portion of the premium increase directly attributable to coverage for licensee's on-airport activities. The City shall notify licensee of any such premium increase within 30 days of first hearing of such increase. The licensee shall then have 30 days to reimburse the City for the premium increase. If the licensee fails to reimburse the City as described, the license shall be terminated.
 - c) If the licensee provides notice to the City that licensee would like to negotiate with the City regarding the amount of insurance premium it pays to the City for the ensuing year, the City shall meet with the licensee not less than 60 days prior to the renewal date of the City's insurance policy. The licensee and the City shall negotiate in good faith and reach an agreement not less than 30 days prior to the date of renewal for the policy. If the City and the licensee are unable to reach agreement, the license shall terminate upon expiration of that year's insurance policy.

Repair Station for Aircraft, Engines, Propellers and Accessories

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Self-Fueling

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

Through-the-Fence Operations (TTF)

1. \$1 million commercial general aviation liability policy with coverage for premises, operations and products
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

On-Airport Car Rental

1. \$1 million general liability policy
2. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield

RESOLVED this 18th day of January, 2016 A.D.

Resolution was adopted by the following yeas and nays vote:

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

X. Ordinances
None.

XI. Miscellaneous Business

Councilmember Kurtz attended the Food Truck Committee in which the members were considering food trucks at Michigan Beach. He suggested that Staff issue a request for proposal to obtain ideas for serving food at the beaches. This would aid the Committee in their recommendations to Council. City Manager Heydlauff noted that the 2015 concessionaire's agreement contains a non-compete clause and this may need to be addressed with the 2016 agreement. He also indicated that the concession stands will need repairs in the next three years. Discussion continued. Council directed Staff to issue a request for proposal.

Councilmember Kurtz questioned whether a committee should be established to discuss wayfinding signage connecting the Wheelway to the Lake to Lake Trail. DDA/Main Street Executive Director Doyle commented that the Main Street Design Committee would be interested in forming a collaborative committee to address possible routes between the two trail systems. City Manager Heydlauff suggested that a committee may not be necessary and that Staff could work collaboratively with the Recreation Director, DDA/Main Street and the Top of Michigan Trails Council. Councilmember Kurtz agreed.

Councilmember Supernaw questioned whether there was interest in a joint School Board/Council meeting. Councilmember Gibson didn't see the point of a meeting. Councilmember Supernaw stated that Council could help the Board with the middle school. Councilmember Supernaw stated that there was one item addressed on the November 2014 list of Council goals. He would like to see a joint meeting

with the School Board and a Work Session before his term is up. City Manager Heydlauff suggested that if there were specific topics to discuss, then a meeting may be warranted. Otherwise, he and the Superintendent of Schools would continue their discussions and collaboration. Mayor Campbell felt Council should not have a meeting "just to have a meeting". Councilmember Gibson agreed.

Councilmember Supernaw stated that the City will have to fight for the County grant money. City Manager Heydlauff will inform Council which grant was funded last fall by the County.

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

XIII. Adjourn
 Motion by Councilmember Kurtz, second by Councilmember Perron to adjourn.
 Motion passed by unanimous voice vote. Meeting adjourned at 9:12 p.m.

Joyce M. Golding	City Clerk	Gabe Campbell	Mayor
Regular Accounts Payable – 01/19/2016			
ACE HARDWARE	1,189.15	HOLIDAY COMPANIES	3,799.88
ACKLAND, AMY	107.00	HYDRO CORP	515.00
AIRGAS USA LLC	395.76	INDEPENDENT DRAFTING SERVICES	560.00
ALL-PHASE ELECTRIC SUPPLY CO	207.16	JIM WERNIG CHEVROLET	18,229.00
AMERICAN CEMETERY SUPPLIES INC	213.97	KMart	6.99
APX INC	51.89	KSS ENTERPRISES	85.06
ARROW UNIFORM-TAYLOR L.L.C.	1,287.44	LAKEVIEW MAINTENANCE INC.	1,716.00
AT&T	1,537.81	MCCARDEL CULLIGAN-PETOSKEY	50.00
AUTO VALUE	468.52	MD SOLUTIONS	43.00
AVFUEL CORPORATION	33,476.70	MDS OF MICHIGAN INC	3,390.00
B & L SOUND INC	546.80	MICHIGAN ASSN OF MUNICIPAL CLERKS	600.00
BALES, KEITH	4,500.00	MICHIGAN ASSN OF MUNICIPAL CLERKS	120.00
BARUZZINI GENERAL CONTRACTORS	2,750.00	MICHIGAN MUNICIPAL LEAGUE	1,687.85
BERGMANN MARINE	90.00	MICHIGAN OFFICEWAYS INC	6,644.29
BOB MATHERS FORD	275.72	MICHIGAN SECTION AWWA	25.00
BOSS, LINDA K.	307.62	MYER, ELIZABETH A.	419.79
BOUND TREE MEDICAL LLC	137.23	NETSOURCE ONE INC	627.00
BRADFORD'S	55.45	NORTHERN MICHIGAN REVIEW INC.	439.97
BUDDE, RAYMOND	82.98	OLESON'S FOOD STORES	126.63
CARQUEST OF CHARLEVOIX	1,172.89	OTEC	129.50
CCI SOUTH LLC	1,306.60	PANOFF, ZACH	56.92
CHARLEVOIX COUNTY CLERK	1,950.67	PERFORMANCE ENGINEERS INC	47,453.87
CHARLEVOIX COUNTY FIRE	279.40	POLLARD WATER	495.98
CHARLEVOIX SCREEN MASTERS INC	27.00	POWER LINE SUPPLY	1,858.99
CHARTER COMMUNICATIONS	1,141.98	PURITY CYLINDER GASES INC	324.62
CITY OF CHARLEVOIX - PETTY CASH	557.41	RANGE TELECOMMUNICATIONS	238.80
CITY OF CHARLEVOIX - UTILITIES	33,452.34	STATE OF MICHIGAN	57.00
CLARK, SANDRA	250.00	TEUNIS, STEVEN	10.00
DITCH WITCH SALES OF MICHIGAN	6,045.35	UNITED STATES PLASTIC CORP.	190.06
ELLSWORTH FARMER'S EXCHANGE	503.32	UP NORTH PROPERTY SERVICES LLC	308.00
FAMILY FARM & HOME	847.17	VOSS LIGHTING	746.32
FREEDOM MAILING SERVICES INC.	2,269.61	WILLCOME TREE SERVICE	320.00
HACH COMPANY	515.90	WORK & PLAY SHOP	18.40
HAGGARD'S INC	2,961.00		
HODGE, MICHAEL J	20.00	TOTAL	192,275.76
ACH Payments – 01/04/2016 – 01/15/2016			
MI PUBLIC POWER AGENCY	10,126.66	ALERUS FINANCIAL (HCSP)	420.00
PAYMENT SERVICES NETWORK	258.10	STATE OF MI (WITHHOLDING TAX)	5,554.86
STATE OF MI (SALES TAX)	17,912.19	VANTAGEPOINT (401 ICMA PLAN)	686.22
MI PUBLIC POWER AGENCY	12,945.54	VANTAGEPOINT (457 ICMA PLAN)	13,412.76
DTE ENERGY	4,194.25		
IRS (PAYROLL TAX DEPOSIT)	37,994.77	TOTAL	103,505.35

Tax Disbursement – 01/19/2016			
CHARLEVOIX COUNTY TREASURER	415.99	CHARLEVOIX PUBLIC SCHOOLS	1,216.51
CHARLEVOIX COUNTY TREASURER	215,801.90	CHARLEVOIX PUBLIC SCHOOLS	262.96
CHARLEVOIX COUNTY TREASURER	3.95	CORELOGIC	3,715.15
CHARLEVOIX DISTRICT LIBRARY	76,325.75	RECREATIONAL AUTHORITY	13,916.11
CHARLEVOIX PUBLIC SCHOOLS	19,738.18	SPENCER, MICHAEL & JESSICA	700.41
CHARLEVOIX PUBLIC SCHOOLS	2,498.82	WELLS FARGO HOME MORTGAGE	246.77
CHARLEVOIX PUBLIC SCHOOLS	118.26	TOTAL	334,980.76

PAYROLL: NET PAY			
Pay Period Ending 01/09/2016 – Paid 01/15/2016			
CAMPBELL, GABRIEL M.	886.56	BERTINELLI, DAVID P.	870.74
GIBSON, SHIRLEY J.	564.76	BOSS, BEAU J.	180.47
PERRON, LEON R.	449.96	BARNEVELD, VLADIMIR R.	67.40
KURTZ, LUTHER J.	443.28	HEID, THOMAS J.	1,244.10
SUPERNAW, WILLIAM J.	581.80	MYER, ELIZABETH A.	1,851.27
HAGEN, AARON W.	199.81	VANLOO, JOSEPH G.	580.05
WELLER, LINDA JO	1,653.61	WYMAN, MATTHEW A.	930.30
HEYDLAUFF, MARK L.	2,363.72	SCHRADER, LOU ANN	220.17
GOLDING, JOYCE M.	1,063.96	BOSS, RYDER S.	629.84
DEROSIA, PATRICIA E.	836.28	MILLER, WILLIAM S.	1,171.91
DOYLE, ANNE E.	1,362.36	FUNKEY, KRAIG R.	131.59
LOY, EVELYN R.	1,029.15	MEGGISON, JERRY B.	226.86
KLOOSTER, ALIDA K.	1,669.42	RILEY, CASEY W.	432.59
GOLOVICH, KAREN J.	973.50	THORMAN, MIKAYLA R.	79.28
SPENCLEY, PATRICIA L.	1,171.58	JONES, LARRY M.	1,061.98
PANOFF, ZACHARY R.	1,027.00	WILLSON, BRENDA R.	345.36
MILLER, FAITH G.	73.11	BEAN, PETER J.	254.99
MCGINN, KELLY A.	1,456.33	TRAVERS, MANUEL J.	689.98
DOAN, GERARD P.	1,514.92	RILEY, DANIEL A.	938.13
SHRIFT, PETER R.	1,202.37	COLE, SHANE	651.07
SCHLAPPI, JAMES L.	1,229.92	WELLER, LINDA JO	635.01
UMULIS, MATTHEW T.	1,356.36	LOY, EVELYN R.	554.47
HANKINS, SCOTT A.	1,465.98	KLOOSTER, ALIDA K.	558.18
ORBAN, BARBARA K.	1,503.04	DOAN, GERARD P.	757.09
TRAEGER, JASON A.	1,280.53	SHRIFT, PETER R.	647.88
MATELSKI, KIMBERLY A.	1,134.50	SCHLAPPI, JAMES L.	729.08
ROLOFF, ROBERT P.	4,307.00	UMULIS, MATTHEW T.	679.58
RILEY, DENISE M.	408.67	HANKINS, SCOTT A.	512.23
LOPER II, GARY D.	876.07	ORBAN, BARBARA K.	864.46
TEUNIS, STEVEN L.	1,664.99	TRAEGER, JASON A.	457.09
WURST, RANDALL W.	1,756.86	ROLOFF, ROBERT P.	611.13
MAYER, SHELLEY L.	1,442.76	TEUNIS, STEVEN L.	135.49
HILLING, NICHOLAS A.	1,136.03	WURST, RANDALL W.	856.13
MEIER III, CHARLES A.	1,374.60	MAYER, SHELLEY L.	748.44
ZACHARIAS, STEVEN B.	1,415.59	SWEM, DONALD L.	1,790.16
NISWANDER, JOSEPH F.	1,373.17	WHITLEY, ANDREW T.	1,666.36
EATON, BRAD A.	1,771.19	ELLIOTT, PATRICK M.	759.59
WILSON, TIMOTHY J.	2,190.96	MORRISON, KEVIN P.	1,194.74
LAVOIE, RICHARD L.	1,823.35	HODGE, MICHAEL J.	1,424.81
STEVENS, BRANDON C.	1,669.87	JOHNSON, STEVEN P.	1,237.53
DRAVES, MARTIN J.	1,755.68	BOSS JR, DALE E.	1,116.49
BROWN, STEPHANIE C.	1,020.24	STEBE JR, JOHN M.	167.31
ELLIOTT, PATRICK M.	1,738.94	BOSS, SHERRY M.	218.87
SCHWARTZFISHER, JOSEPH L.	1,514.81	HOLM, ARTHUR R.	618.74
WELLS JR., DONALD E.	1,468.75	HEID, THOMAS J.	225.72
BRADLEY, KELLY R.	1,317.60	STEVENS, JEFFREY W.	652.48
JONES, ROBERT F.	1,696.38	ROLOFF, AUDREY M.	2,767.97
DORAN, JUSTIN J.	1,541.35	MATTER, DAWSON K.	2,702.94
MCGHEE, ROBERT R.	440.25	SCOTT JR., WINFIELD	79.28
KIRINOVIC, THOMAS F.	402.93		
BITELY, KATHERINE A.	384.67	TOTAL	102,913.85

PAYROLL: TRANSMITTAL – 01/15/2016			
4FRONT CREDIT UNION	248.46	COMMUNICATION WORKERS OF AMER	525.02
AMERICAN FAMILY LIFE	166.74	MI STATE DISBURSEMENT UNIT	323.45
AMERICAN FAMILY LIFE	311.88	POLICE OFFICERS LABOR COUNCIL	251.25
CHAR EM UNITED WAY	27.00	PRIORITY HEALTH	2,073.09
CHARLEVOIX STATE BANK	1,361.16		
CHEMICAL BANK	150.00	TOTAL	5,438.05

Check Number	Payee	Amount
01/21/2016		
115756	AT&T	16,583.01
115757	AT&T LONG DISTANCE	28.77
115758	AT&T MOBILITY	72.90
115759	CHARLEVOIX STATE BANK	2,711.80
115760	DELTA DENTAL	4,121.40
115761	GREAT LAKES ENERGY	291.22
115762	METLIFE SMALL BUSINESS CENTER	768.73
115763	PRIORITY HEALTH	44,082.05
115764	VERIZON WIRELESS	56.72
115765	VISION SERVICE PLAN	532.44
Total 01/21/2016:		69,249.04
Grand Totals:		69,249.04

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

01/21/16 Special Accounts Payable Run	\$	69,249.04
01/29/16 Payroll	\$	76,131.27
01/29/16 Payroll Transmittal Checks	\$	5,613.78
02/02/16 Regular Accounts Payable	\$	80,345.85
Checks Sub-Total:	\$	231,339.94

FIRSTMERIT BANK - ACH PAYMENTS

01/19/16 MI Public Power Agency	\$	15,282.43
01/25/16 MI Public Power Agency	\$	11,663.85
01/25/16 MI Public Power Agency	\$	262,066.08
01/29/16 IRS (Payroll Tax Deposit)	\$	28,498.62
01/29/16 Alerus Financial (HCSP)	\$	420.00
01/29/16 State of MI (Withholding Tax)	\$	4,094.76
01/29/16 Vantagepoint (401 ICMA Plan)	\$	686.22
01/29/16 Vantagepoint (457 ICMA Plan)	\$	13,212.25
01/29/16 MERS (Defined Benefit Plan)	\$	25,731.26

ACH Sub-Total: \$ 361,655.47

First Merit Bank Total: \$ 592,995.41

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

02/02/16 Tax Disbursement	\$	165,231.47
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Charlevoix State Bank Total: \$ 165,231.47

Grand Total: \$ 758,226.88

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
01/23/2016	PC	01/29/2016	20778	WELLER, LINDA JO	101		1,648.61
01/23/2016	PC	01/29/2016	20779	HEYDLAUFF, MARK L.	102		2,079.77
01/23/2016	PC	01/29/2016	20780	GOLDING, JOYCE M.	106		1,063.96
01/23/2016	PC	01/29/2016	20781	DEROSIA, PATRICIA E.	107		936.24
01/23/2016	PC	01/29/2016	20782	DOYLE, ANNE E.	108		1,362.36
01/23/2016	PC	01/29/2016	20783	LOY, EVELYN R.	117		1,046.75
01/23/2016	PC	01/29/2016	20784	KLOOSTER, ALIDA K.	121		1,441.35
01/23/2016	PC	01/29/2016	20785	GOLOVICH, KAREN J.	122		991.10
01/23/2016	PC	01/29/2016	20786	SPENCLEY, PATRICIA L.	136		1,302.39
01/23/2016	PC	01/29/2016	20787	PANOFF, ZACHARY R.	141		1,027.00
01/23/2016	PC	01/29/2016	20788	MILLER, FAITH G.	142		27.96
01/23/2016	PC	01/29/2016	20789	LEESE, MERRI C.	145		173.92
01/23/2016	PC	01/29/2016	20790	MCGINN, KELLY A.	146		1,456.33
01/23/2016	PC	01/29/2016	20791	DOAN, GERARD P.	201		1,514.92
01/23/2016	PC	01/29/2016	20792	SHRIFT, PETER R.	203		1,198.95
01/23/2016	PC	01/29/2016	20793	SCHLAPPI, JAMES L.	204		990.72
01/23/2016	PC	01/29/2016	20794	UMULIS, MATTHEW T.	205		1,250.87
01/23/2016	PC	01/29/2016	20795	HANKINS, SCOTT A.	208		1,465.98
01/23/2016	PC	01/29/2016	20796	ORBAN, BARBARA K.	209		1,278.76
01/23/2016	PC	01/29/2016	20797	TRAEGER, JASON A.	210		1,098.76
01/23/2016	PC	01/29/2016	20798	MATELSKI, KIMBERLY A.	212		1,134.50
01/23/2016	PC	01/29/2016	20799	ROLOFF, ROBERT P.	304		1,415.41
01/23/2016	PC	01/29/2016	20800	RILEY, DENISE M.	306		408.67
01/23/2016	PC	01/29/2016	20801	LOPER II, GARY D.	308		660.12
01/23/2016	PC	01/29/2016	20802	TEUNIS, STEVEN L.	402		1,664.99
01/23/2016	PC	01/29/2016	20803	WURST, RANDALL W.	411		1,227.86
01/23/2016	PC	01/29/2016	20804	MAYER, SHELLEY L.	412		1,420.93
01/23/2016	PC	01/29/2016	20805	HILLING, NICHOLAS A.	413		1,394.64
01/23/2016	PC	01/29/2016	20806	MEIER III, CHARLES A.	421		779.12
01/23/2016	PC	01/29/2016	20807	ZACHARIAS, STEVEN B.	422		1,207.51
01/23/2016	PC	01/29/2016	20808	NISWANDER, JOSEPH F.	504		1,396.02
01/23/2016	PC	01/29/2016	20809	EATON, BRAD A.	515		1,689.34
01/23/2016	PC	01/29/2016	20810	WILSON, TIMOTHY J.	516		2,073.79
01/23/2016	PC	01/29/2016	20811	LAVOIE, RICHARD L.	519		1,693.52
01/23/2016	PC	01/29/2016	20812	STEVENS, BRANDON C.	521		2,059.50
01/23/2016	PC	01/29/2016	20813	DRAVES, MARTIN J.	523		1,688.41
01/23/2016	PC	01/29/2016	20814	BROWN, STEPHANIE C.	524		1,037.84
01/23/2016	PC	01/29/2016	20815	ELLIOTT, PATRICK M.	600		1,738.94
01/23/2016	PC	01/29/2016	20816	SCHWARTZFISHER, JOS	603		1,407.38
01/23/2016	PC	01/29/2016	20817	WELLS JR., DONALD E.	609		1,254.29
01/23/2016	PC	01/29/2016	20818	BRADLEY, KELLY R.	614		1,505.36
01/23/2016	PC	01/29/2016	20819	JONES, ROBERT F.	618		1,530.47
01/23/2016	PC	01/29/2016	20820	DORAN, JUSTIN J.	621		1,857.08
01/23/2016	PC	01/29/2016	20821	KIRINOVIC, THOMAS F.	700		588.98
01/23/2016	PC	01/29/2016	20822	BITELY, KATHERINE A.	704		420.20
01/23/2016	PC	01/29/2016	20823	MURPHY IV, MICHAEL J.	732		141.41
01/23/2016	PC	01/29/2016	20824	RAMSEY, MADISON L.	752		102.37
01/23/2016	PC	01/29/2016	20825	BERTINELLI, DAVID P.	764		870.74
01/23/2016	PC	01/29/2016	20826	BOSS, BEAU J.	788		372.55
01/23/2016	PC	01/29/2016	20827	BARNEVELD, VLADIMIR	789		141.41
01/23/2016	PC	01/29/2016	20828	FICHTNER, KRISTIE S.	792		212.40
01/23/2016	PC	01/29/2016	20829	HEID, THOMAS J.	802		1,244.10
01/23/2016	PC	01/29/2016	20830	MYER, ELIZABETH A.	900		1,623.20
01/23/2016	PC	01/29/2016	20831	VANLOO, JOSEPH G.	902		587.44
01/23/2016	PC	01/29/2016	20832	WYMAN, MATTHEW A.	927		988.29
01/23/2016	PC	01/29/2016	20833	SCHRADER, LOU ANN	929		521.64
01/23/2016	PC	01/29/2016	20834	BOSS, RYDER S.	932		330.77

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
01/23/2016	PC	01/29/2016	20835	MILLER, WILLIAM S.	933		941.42
01/23/2016	PC	01/29/2016	115766	SWEM, DONALD L.	512		1,790.16
01/23/2016	PC	01/29/2016	115767	WHITLEY, ANDREW T.	522		1,528.50
01/23/2016	PC	01/29/2016	115768	MORRISON, KEVIN P.	601		1,464.45
01/23/2016	PC	01/29/2016	115769	HODGE, MICHAEL J.	606		1,590.19
01/23/2016	PC	01/29/2016	115770	JOHNSON, STEVEN P.	617		1,440.34
01/23/2016	PC	01/29/2016	115771	BOSS JR, DALE E.	701		1,116.49
01/23/2016	PC	01/29/2016	115772	STEBE JR, JOHN M.	729		387.18
01/23/2016	PC	01/29/2016	115773	BOSS, SHERRY M.	730		392.37
01/23/2016	PC	01/29/2016	115774	BEHAN, DEAN T.	733		280.69
01/23/2016	PC	01/29/2016	115775	STEBE, CATHERINE M.	765		262.10
01/23/2016	PC	01/29/2016	115776	HOLM, ARTHUR R.	791		783.44
01/23/2016	PC	01/29/2016	115777	STEVENS, JEFFREY W.	1028		282.71
01/23/2016	PC	01/29/2016	115778	MATTER, DAWSON K.	1038		123.34
Grand Totals:			71				76,131.27

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Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
01/23/2016	01/29/2016	115779	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	248.46
01/23/2016	01/29/2016	115780	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	166.74
01/23/2016	01/29/2016	115780	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	311.88
01/23/2016	01/29/2016	115781	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 1/23/2	54.00
01/23/2016	01/29/2016	115782	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	2,286.16
01/23/2016	01/29/2016	115783	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
01/23/2016	01/29/2016	115784	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	323.45
01/23/2016	01/29/2016	115785	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period	2,073.09
Grand Totals:		8				5,613.78

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Check Number	Payee	Amount
02/02/2016		
115786	AIRGAS USA LLC	146.13
115787	ALL-PHASE ELECTRIC SUPPLY CO.	253.87
115788	AMERICAN PUBLIC WORKS ASSN	360.00
115789	AMERICAN TOTAL SECURITY INC	281.53
115790	AMERICAN WASTE INC.	2,138.36
115791	ARCADIA BENEFITS GROUP INC	50.00
115792	BELLEROC TIRE/GAYLORD	1,180.00
115793	BILL'S FARM MARKET	350.00
115794	BIOMEDICAL SOLUTIONS	1,525.00
115795	BOB MATHERS FORD	292.00
115796	BOYNE AREA MEDICAL CENTER	100.00
115797	BULBS.COM	224.90
115798	CCP INDUSTRIES INC	427.18
115799	CENTRAL DRUG STORE	20.44
115800	CHARLEVOIX AREA CHAMBER OF CO	210.00
115801	CHARLEVOIX DISTRICT LIBRARY	6,201.48
115802	CHARLEVOIX GROUNDHOG SHADOW	1,000.00
115803	CHARLEVOIX SCREEN MASTERS INC	638.00
115804	CHARTER COMMUNICATIONS	925.58
115805	CINTAS CORPORATION	156.92
115806	CINTAS CORPORATION #729	37.87
115807	CIVIC SYSTEMS	9,354.00
115808	CROW, ALAN & LISA	126.50
115809	CZAR, RON & LYNN	43.98
115810	DAVIS, JEAN	214.00
115811	DEWILDT, AMANDA	132.00
115812	DIXON, MARY	180.00
115813	ECONO SIGNS LLC	1,380.00
115814	EJ EQUIPMENT INC	893.44
115815	EJ USA INC.	273.60
115816	ELLSWORTH FARMER'S EXCHANGE	853.65
115817	EMERGENCY MEDICAL PRODUCTS I	210.16
115818	EMMET BRICK & BLOCK	51.75
115819	ETNA SUPPLY	500.00
115820	FASTENAL COMPANY	89.76
115821	FAYER, CHRIS	31.96
115822	FLETCH'S	312.60
115823	GINOP SALES INC	327.14
115824	GROUNDWORK	100.00
115825	GRP ENGINEERING INC.	161.06
115826	HABERMAN, SAMUEL	65.50
115827	HERBERT, BRUCE	158.05
115828	IDEXX DISTRIBUTION INC.	146.56
115829	JERRY'S TIRE	651.72
115830	JONES & BARTLETT LEARNING	167.03
115831	KIWANIS CLUB OF CHARLEVOIX	39.00
115832	KSS ENTERPRISES	231.31
115833	LAKESHORE TIRE & AUTO SERVICE	541.80

Check Number	Payee	Amount
115834	MDC CONTRACTING LLC	553.63
115835	MI ASSOC OF AIRPORT EXECUTIVES	70.00
115836	MICHIGAN GOVERNMENT	104.00
115837	MICHIGAN MUNICIPAL ELECTRIC	10,056.00
115838	MICHIGAN POLICE EQUIPMENT	85.00
115839	Michigan Public Power Agency	17,838.79
115840	MICHIGAN WATER ENV ASSOC	130.00
115841	MITCHELL GRAPHICS INC.	922.00
115842	MYER, ELIZABETH A.	63.07
115843	NORTHERN CREDIT BUREAU	2,113.70
115844	NORTHERN SAFETY CO INC	136.67
115845	OLSON BZDOK & HOWARD	4,201.90
115846	PLUNKETT & COONEY	1,076.27
115847	POLYDYNE INC	379.50
115848	POWER LINE SUPPLY	203.30
115849	PRO WEB MARKETING LLC	20.00
115850	ROTARY CLUB OF CHARLEVOIX	37.50
115851	RTI LABORATORIES INC.	274.00
115852	S&W HEALTHCARE CORPORATION	130.13
115853	SOUND ENVIRONMENTS	435.00
115854	STATE OF MICHIGAN	541.64
115855	STATE OF MICHIGAN	30.00
115856	STEVENS, KRISTIE	39.81
115857	STOLT, GLEN	22.00
115858	SYSTEMS SPECIALISTS INC	362.00
115859	TERMINAL SUPPLY CO	56.23
115860	THOMAS ELECTRICAL SERVICES LLC	450.00
115861	TRUCK & TRAILER SPECIALTIES	1,874.65
115862	UP NORTH PROPERTY SERVICES LL	224.00
115863	UPPER CASE PRINTING INK.	1,094.24
115864	VILLAGE GRAPHICS INC.	189.59
115865	VOSS LIGHTING	1,908.00
115866	WHITLEY, ANDREW	14.00
115867	WINDER POLICE EQUIPMENT	125.70
115868	WOLTERS KLUWER LAW & BUSINESS	525.00
115869	WOOD, BARRY	66.88
115870	WORK & PLAY SHOP	44.32
115871	ZBIERAJEWSKI, MICHAEL	191.50
Total 02/02/2016:		80,345.85
Grand Totals:		80,345.85

Check Number	Payee	Amount
01/19/2016		
11916001	MICHIGAN PUBLIC POWER AGENCY	15,282.43
Total 01/19/2016:		15,282.43
Grand Totals:		15,282.43

Check Number	Payee	Amount
01/25/2016		
12516001	MICHIGAN PUBLIC POWER AGENCY	11,663.85
12516002	MICHIGAN PUBLIC POWER AGENCY	262,066.08
Total 01/25/2016:		<u>273,729.93</u>
Grand Totals:		<u><u>273,729.93</u></u>

Check Issue Date	Check Number	Payee	Amount
12916001			
01/29/2016	12916001	**EFTPS* Payroll Taxes	7,205.43
01/29/2016	12916001	**EFTPS* Payroll Taxes	7,205.43
01/29/2016	12916001	**EFTPS* Payroll Taxes	1,685.13
01/29/2016	12916001	**EFTPS* Payroll Taxes	1,685.13
01/29/2016	12916001	**EFTPS* Payroll Taxes	10,717.50
Total 12916001:			
	5		28,498.62
12916002			
01/29/2016	12916002	Alerus Financial	420.00
Total 12916002:			
	1		420.00
12916003			
01/29/2016	12916003	STATE OF MICHIGAN	4,094.76
Total 12916003:			
	1		4,094.76
12916004			
01/29/2016	12916004	Vantagepoint - 401 Plan 109153	686.22
Total 12916004:			
	1		686.22
12916005			
01/29/2016	12916005	Vantagepoint - 457 Plan 300959	5,396.58
01/29/2016	12916005	Vantagepoint - 457 Plan 300959	436.09
01/29/2016	12916005	Vantagepoint - 457 Plan 300959	1,819.35
01/29/2016	12916005	Vantagepoint - 457 Plan 300959	5,560.23
Total 12916005:			
	4		13,212.25
Grand Totals:			
	12		46,911.85

Km

Check Number	Payee	Amount
01/29/2016		
12916006	MERS	25,731.26
	Total 01/29/2016:	25,731.26
	Grand Totals:	25,731.26

Check Number	Payee	Amount
02/02/2016		
2677	CHARLEVOIX COUNTY TREASURER	425.31
2678	CHARLEVOIX COUNTY TREASURER	93,550.32
2679	CHARLEVOIX DISTRICT LIBRARY	34,338.13
2680	CHARLEVOIX PUBLIC SCHOOLS	5,412.65
2681	CHARLEVOIX PUBLIC SCHOOLS	571.32
2682	CHARLEVOIX PUBLIC SCHOOLS	27.05
2683	CHARLEVOIX PUBLIC SCHOOLS	278.13
2684	CHARLEVOIX PUBLIC SCHOOLS	60.12
2685	CITY OF CHARLEVOIX - TAXES DUE	23,928.22
2686	HART, RICHARD & MICHELLE	379.52
2687	RECREATIONAL AUTHORITY	6,260.70
Total 02/02/2016:		165,231.47
Grand Totals:		165,231.47

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

I, Gloria Jon Olach do hereby resign as a commissioner on the Charlevoix Housing Commission as of January 19, 2016.

DO NOT PRESENT ME WITH ANY type of honor for duties I was happy to perform during my time on said committee.

RECEIVED

JAN 25 2016

City of Charlevoix

UK

Thank You,
Gloria Olach

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Long Term Capacity Purchase

DATE: February 1, 2016

PRESENTED BY: Don Swem

ATTACHMENTS:

BACKGROUND INFORMATION:

The City's future power supplies are controlled by the Michigan Public Power Agency's (MPPA's) Risk Management Policy and the associated Hedge Policy for Charlevoix. These policies were approved by Council in 2011. The City owns small portions of several power plants, which supply our base power needs. To fill in the gaps left after using up what we own, we purchase contracts for future power supplies to fit our future load predictions.

The policies instruct MPPA to keep our future purchases within a range of acceptable prices, aiming for future price stability. In order to accomplish, this we buy contracts for future blocks of capacity and energy, thus locking in our prices as much as practical for the next five years or so. If we did not do this, we would be subject to whatever the market prices are in the future and that leaves us with too much risk (of having to pay higher prices).

At the present time, the price of future contracts for Capacity appear to be starting to go up. Prices bottomed out with the dive in the economy years ago and have yet to recover, but there are signs that prices may be changing. MPPA has come across an opportunity to purchase a block of Capacity that stretches far out into the future at a very reasonable price. Because of this, they are recommending that the City purchase a share of this Capacity, which covers the time frame from June 1, 2020 through May 31, 2030.

Prices for Capacity have ranged from over \$9.00 per kw-month that we paid several years ago, to less than \$1.00 per kw-month at its lowest during the recession. Right now, MPPA can purchase Capacity going all the way out to the year 2030 for under \$4.00 per kw-month. This is at a time when there is no way to accurately predict the future of Capacity prices, as we don't even know what the laws are going to be. It is strongly believed that we should take advantage

of the chance to lock this price in, as it stretches 14 years into an unknown future, and will lock us in to a known price that we can afford. The alternative is to wait and either procure a similar contract in the future, at hopefully a lower price than this, or buy the Capacity off the open market, hopefully at a lower price. The problem with this scenario is the risk that prices will skyrocket at some point in the future and we would be stuck paying higher prices. Of course, the opposite could happen and prices could drop but we can't rely on that to happen. The safest option to assure stable prices is to buy the Capacity now, at this reasonable cost.

MPPA is recommending that Charlevoix commit to the following:

<u>Planning Year</u>	<u>Up to Capacity, KW</u>
Jun 1, 2020 to May 31, 2030	2,300

Maximum Authorized Purchase Price = \$4.00 per KW-Month

Maximum commitment = \$9,200 per Month or \$1,104,000 for the entire 10-year term.

RECOMMENDATION:

It is recommended that Council consider a motion for approval to commit to purchase up to a maximum of 2,300 KW of Capacity covering the time period from June 1, 2020 to May 31, 2030 at a price not to exceed \$4.00 per KW-Month (or a total of \$1,104,000).

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: ACAT Global Expansion – Electric Service
DATE: February 2, 2016
PRESENTED BY: Don Swem
ATTACHMENTS: Letter from ACAT Global dated 1/22/16

BACKGROUND INFORMATION:

When I first started working for the City, the largest electric customer in the system was the Hoskin’s Manufacturing at 05339 M-66 N, but the factory closed down shortly after that. ACAT Global purchased the property a couple of years ago and they have been steadily increasing their presence there. Recently, they met with us to talk over further expansion plans they are implementing. As part of their latest expansion, they need more power than is presently available.

They presently have one 1,000 KVA transformer feeding the complex, but with the expansion they will need an additional 500 KVA transformer at a different voltage. I gave them an estimate of roughly \$15,500 to do the upgrade.

They are now asking for a discount on the installation cost, based on the fact that their expansion is a plus both for the City and for the electric utility itself. They have already hired nine new people in the last few months and plan to hire up to 30 more by the end of the year. Although not in the City limits, the increased employment in the immediate area definitely helps the businesses in the City.

As far as the electric system, the added load is a steady consistent additional load that helps us with our overall load profile and increases our base needs, which should help lower the unit costs for the power we buy. The company already spends \$47,000 a year for electricity, and now will be increasing that significantly in the coming years. I would predict an increase of at least \$15,000 per year eventually.

Because of the circumstances, I am proposing a discount of 50% of the installation cost or \$7,750. This discount helps ACAT Global with their expansion and at the same time helps assure a future steady load that will help keep costs under control for the rest of our customers. Charlevoix has quite a problem with heavy loads in the summer season and light loads in the shoulder seasons and this added year round load will help to smooth that out, which in turn helps keep costs under control (the most expensive power is the extra needed to meet the summer peaks).

Discounts for electric utility expansions are quite common in the industry – offering this discount helps keep us stay competitive, especially as it is in the township, where there are alternate suppliers available to our customers. The physical system supplying ACAT Global is large enough already to support the increased load, so there will be no more extra costs on the system other than the installation cost.

RECOMMENDATION: Approve giving a \$7,750 discount to ACAT Global for their electric service upgrade and authorize City staff to execute any other related agreements to this proposal.



January 22, 2016

Don Swen
City Engineer
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Don,

Thank you for your time and effort in reviewing the electrical needs of our company. Over the last few months, we have relocated two divisions from Canada to our Charlevoix facility. We have already hired 9 people in the last few months and will be hiring 15 more by 3rd quarter of this year and an additional 15 by year's end. All of us at ACAT are excited by our growth and continuing to build our business at our Charlevoix headquarters.

Due to the increased workload this will place on the building's electrical system, we need to increase the amount of power available to the building. At this time, we would like to install a 208 transformer of 500KVA freeing up capacity on our 460V transformer allowing us to accommodate all of our electrical needs.

I appreciate your swift attention to this matter and your support and the City of Charlevoix's in our business expansion.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Joe Moch", is written over a large, light blue circular watermark or background element.

Joe Moch
President & CEO

ACAT Global
5339 M-66 North
Tel 1 (231) 330-2553 Fax 1 (231) 487-2063
www.acatglobal.com/

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Revision of the Recreation Advisory Board Bylaws

DATE: February 1, 2016

PRESENTED BY: Tom Kirinovic, Recreation Director

ATTACHMENTS: Proposed changes to the Recreation Bylaws

BACKGROUND INFORMATION: The Recreation Advisory Board and the Recreation Department staff have identified areas within the Bylaws that need to be updated to reflect the needs of Recreation Advisory Board. Proposed changes include adding additional committee members, setting a regular meeting schedule, and adding an additional student member to the Committee. The Recreation Advisory Board has thoughtfully deliberated about how the Bylaws should be updated.

RECOMMENDATION: Approve the revised Recreation Advisory Board Bylaws.

CITY OF CHARLEVOIX
~~PARKS AND RECREATION~~ ADVISORY BOARD BY-LAWS

ARTICLE I - NAME AND AUTHORIZATION

A. NAME

The name of the Committee, as provided by the City of Charlevoix, shall be known as the City of Charlevoix Recreation Advisory Board, herein after referred to as the "Board".

B. AUTHORIZATION

The Board exists by the authority of the City of Charlevoix and may be modified or abolished by action of the aforementioned entity.

ARTICLE II - PURPOSE AND FUNCTION

A. PURPOSE

The Board shall serve as advisors to the City of Charlevoix, and to the Recreation Department on issues presented to the Board related to the field of recreation and leisure services.

B. FUNCTION

The functions of the Board shall be:

1. To encourage citizen participation;
2. To advise and collaborate with the Recreation Director on issues and programs affecting Recreation and Leisure;
3. To study issues in order to provide input on the values, goals, and objectives of a program

ARTICLE III - MEMBERSHIP

A. MEMBERS

The Recreation Advisory Board shall be comprised of ~~5-7~~ adult members; including one representative from either: Charlevoix, Hayes, Eveline, Marion or Norwood Township. ~~There will also be 1 youth member under the age of 18; however, this member will not have voting rights. There will be two secondary school age youth members. The student member who is the most senior of the two students (based upon length of time on the committee) shall have voting rights. There will be no age or residency restrictions for the student members. These two positions are open to any student in the Charlevoix School system.~~ Board members will be appointed by the Mayor and approved by the City Council. Selection will be based on their qualifications and willingness to serve. In consideration of the Americans with Disabilities Act, efforts should be made to include members with disabilities.

B. ELIGIBILITY

With the exception of one township representatives, ~~members-adult members~~ of the Recreation Advisory Board shall be City residents, City property owners, or City utility customers.

C. APPOINTMENTS

~~Initially, Three adult members shall be appointed for a three year term and two adult members shall be appointed to a two year term. The youth member shall serve a one year term. When the initial terms expire, all appointments, except the youth member, will be three year terms. Members shall not serve more than two full consecutive terms if other interested parties are available to serve. Seven adult members shall be appointed to the Recreation Advisory Board. There will be one representative from one of the surrounding townships. Each board member shall serve a three year term with the option for renewal for a second term. Members shall not serve more than two full consecutive terms if other interested parties are available to serve. The two youth members shall serve until they graduate from secondary school. Members will be appointed by the Mayor and approved by City Council. Members will remain on the committee at will and members will render their resignation when they are unable to fulfill the obligations of the Recreation Advisory Board.~~

D. VACANCIES

1. A member's position shall become vacant when:
 - a. a member's term expires, or
 - b. a member resigns
2. Should a vacancy on the Board occur by reason of death, resignation,

change of residence, Board removal, or any other cause, the seat shall be appointed by the Mayor and approved by the City Council in an expeditious manner for the duration of the unexpired term.

ARTICLE IV - ORGANIZATION

A. OFFICERS

1. The Board shall elect from its members a Chair, Vice-Chair and (at the discretion of the Board) a Secretary.
2. Officers shall be elected for a term of one (1) year at the Annual meeting and shall assume office beginning immediately following this meeting.
3. Each officer shall serve for one year term and is elected by a simple majority. They may serve a second term having been elected with a simple majority. Elections beyond two consecutive terms must be by unanimous vote.
4. The officers shall perform the duties as prescribed by the parliamentary authority adopted by the Board.

B. QUORUM

~~Three~~ Four voting members of the Board shall constitute a quorum to hold a meeting or take any action.

- ##### C. VOTING RIGHTS:
- Each member shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. Members shall only abstain from a vote when there is a valid conflict of interest recognized by the Board.

ARTICLE V - OFFICERS AND DUTIES

A. CHAIR

1. The Chair shall appoint chairs of all committees, standing and special.
2. It is the Chair's responsibility to ensure compliance with the Bylaws. The Chair will notify members of removal from the committee for noncompliance. Specific questions of conflict of interest will be addressed by the City Attorney or designee.
3. The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the City Clerk.
4. The Chair may approve special exceptions on the removal of members for absences at regularly scheduled meetings when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the committee to maintain a quorum.

B. VICE-CHAIR

The Vice-Chair shall perform the duties in the absence of the chair.

C. SECRETARY

The Secretary shall keep or cause to be kept a full and true permanent record and minutes of all meetings of the Board and shall communicate any need to send out or cause to be sent out notices of regular and special meetings at least five days prior to such meetings.

D. REMOVAL

When an officer has been absent or has not performed the duties of that office for three consecutive meetings, that officer may be removed from office by the Committee with a majority vote at a regularly scheduled meeting.

ARTICLE VI - COMMITTEE OPERATIONS

- A. The Board shall have no authority other than as stipulated by these Bylaws and as approved by the City.
- B. ~~The Board will meet routinely based upon an adopted meeting schedule which will be provided to the City Clerk's Office. The Recreation Advisory Board shall hold regular meetings on the second Wednesday during the months of April, June, September, and December.~~ The meeting date may be changed by the Chair with notification in advance to Board members. Special meetings may be called by the Chair or by a majority of the board members. All meetings shall be posted in accordance with the Open Meetings Act.
- C. All meetings will be open to the public. The Board will provide to the City Clerk's Office a schedule of their meetings and will ensure agendas and minutes are available to the public.

- D. The order of business at regular meetings shall be as follows:
 - 1. Roll Call
 - 2. Inquiry Regarding Possible Conflict of Interest
 - 3. Determination of a Quorum
 - 4. Approval of Minutes of Previous Meeting
 - 5. Old Business
 - 6. New Business
 - 7. Staff Updates
 - 7-8. Public Comment
 - 8-9. Adjournment
- E. All meetings shall be conducted in accordance with Robert's Rules of Order and comply with the State of Michigan's Open Meetings Act.
- F. Special meetings of the Board may be called by the Chairperson or Recreation Director with the purpose of the meeting stated. Except in cases of emergency, at least three days notice shall be given each member of a special meeting.
- G. Copies of the minutes shall be distributed to the City of Charlevoix and the City Manager, upon their approval by the Board.

ARTICLE VII - STAFF SERVICES

- A. The Recreation Department shall act as the liaison for the Board with the City of Charlevoix. The Recreation Department will provide staff services to the Board. Staff services will include:
 - 1. Providing a schedule of meetings to the City Clerk's Office and committee members, arranging meeting locations, maintaining the minutes of the meetings, and preparing and distributing appropriate information related to the meeting agenda.
 - 2. Informing the Board of events, activities, policies, programs, etc. occurring within the scope of the Board's function and informing the Board of all City Council or department requests for information or assistance.
 - 3. Responsibility for the continuous flow of information to the City Council including providing reports, actions, and recommendations of the Board and notification of noncompliance by the Board or chair with the Bylaws or statutes.
- B. A formal, standard orientation program will be provided by staff to all new members. As a minimum, the program will address the Bylaws, conflict of interest and ethics policy, and the legal obligations and responsibilities of members. Staff will ensure any concerns the new members may have regarding the duties and responsibilities of the Board are addressed.

ARTICLE IX - BYLAWS AND EFFECTIVE DATE

- A. Any changes to the Bylaws will be reviewed and approved by the City Council and filed with the Recreation Department and the City Clerk's Office.
 - 1. These Bylaws shall become effective upon adoption by the City Council.
 - 2. These Bylaws may be amended at any regular meeting by a majority vote of City Council.
- B. These Bylaws were originally adopted on 12/06/2010 and have been amended by the City of Charlevoix on:

April 2, 2012
February 2, 2016

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Parks and Recreation Master Plan Bid Acceptance

DATE: February 1, 2016

PRESENTED BY: Tom Kirinovic, Recreation Director

ATTACHMENTS: Bid Overview

BACKGROUND INFORMATION: Every five years, the Recreation Department must submit a Parks and Recreation Master Plan to the Michigan Department of Natural Resources. The City distributed a request for proposals (RFP) and received eight bid applications. The applications were reviewed by the Recreation Department staff and the Recreation Advisory Board Chairman. Each application was assigned a grade based upon the criteria set forth in the RFP.

After reviewing each application, submitted products, and completing reference checks, it was determined that the Spicer Group was the best candidate. The Spicer Group has implemented numerous parks and recreation master plans throughout the state of Michigan in addition to working closely with the Michigan Department of Natural Resources. We recommend their bid because of their experience in spite of their rate being slightly higher than others received.

RECOMMENDATION: Accept the proposal from the Spicer Group for the preparation of the City of Charlevoix's Parks and Recreation Master Plan for a cost not to exceed \$11,500.



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

**Parks & Rec Master Plan
 Bid Opening
 City Hall, Second Floor Conference Room
 December 7, 2015 1:00 p.m.**

Bidder Name & Contact Info	Total Cost
BECKETT & RAEDER INC 535 W WILLIAM, STE 101 ANN ARBOR, MI 48103	\$32,000 JAN – DEC
VIRIDIS DESIGN GROUP 313 N BURDICK STREET KALAMAZOO, MI 49007	\$8,000 + \$1,000 EXPENSES JAN – DEC
GOSLING CZUBAK 1280 BUSINESS PARK DR TRAVERSE CITY, MI 49686	\$12,400 APRIL 11 – NOVEMBER 21
DESIGN PERSPECTIVES INC 1280 IROQUOIS AVE NAPERVILLE, IL 60563	\$24,500 JAN – JAN
SPICER GROUP, INC 230 S WASHINGTON SAGINAW, MI 48607	\$11,500 JAN – SEP
FLEIS & VANDENBRINK 603 BAY STREET TRAVERSE CITY, MI 49684	\$12,450 210 DAYS
LIAA 524 MUNSON AVE TRAVERSE CITY, MI 49684	\$22,530 JAN – DEC
NORTHWEST DESIGN GROUP 2940 PARKVIEW DRIVE PETOSKEY, MI 49770	\$7,590 JAN – DEC

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Discontinuing Lifeguards at Lake Michigan Beach

DATE: February 1, 2016

PRESENTED BY: Tom Kirinovic, Recreation Director
Mark L. Heydlauff, City Manager

ATTACHMENTS: none

BACKGROUND INFORMATION:

It has become increasingly difficult to find and maintain enough lifeguards to staff an appropriate crew for Michigan Beach. As you recall, we stopped providing guards last summer in mid-August, as our crew was down to only one person. It is certainly possible that by increasing the hourly wage we pay we **could** have a positive impact in that regard. However, this would be a short-term solution, in my opinion, until our competitors (Bay Harbor and the Charlevoix Area Community Pool) decide to raise their rates, at which time we are back in the same position as we currently find ourselves. Last summer 40% of our staff left before the end of summer for lifeguard jobs that paid more and provided more compatible hours (ex. Didn't have to work weekends). I believe this is a vicious cycle we cannot escape in a positive manner.

In the summer of 2014, we spent roughly \$18,000 on wages for lifeguards and we spent about \$11,000 in the shortened summer of 2015. I strongly believe we can more efficiently spend those dollars on seasonal police officers that would include patrolling the beaches as part of their duties. This system would also allow us to give attention to our other two beaches (Ferry and Depot) that currently do not have any specific attention paid to them. Our officers respond, if requested but there were numerous times we found out about things that went on at the beaches "after the fact" because we had no supervision at these sites. Having them patrolled on some type of regular schedule should improve our public service at those sites.

Our research has shown that, up to now, we are one of only two sites along Lake Michigan that continue to provide life guards. A variety of reasons has led to this reality. Ludington, for example, moved to a beach patrol concept with a staff person who moved between their beach and several other recreational assets.

Given this background, we recommend discontinuing having lifeguards at Lake Michigan Beach. This is not a cost consideration but more of a reflection of our inability to continue to find staff available for this service. We believe shifting our resources toward a third full-time, seasonal

police officer will offer more staff on the street with a focus on our recreational assets across the City.

RECOMMENDATION: Authorize staff to seek a third seasonal police officer and not post for lifeguards.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Concession Stands/Food Truck Discussion

DATE: February 1, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Concession Stand Background Information
Food Truck Committee Letter of Interest

BACKGROUND INFORMATION:

At your last meeting, there was discussion on whether to conduct a request for proposals for the City-owned concession stands at Lake Michigan Beach, Ferry Beach, and the Carpenter Avenue Ballfields. The Food Truck Committee also has had discussion on using the beach areas for food truck parking and service.

Given these conversations, Recreation Director Tom Kirinovic and I met with Anne and Jack Russell who have operated our concession stands over the past few years. Mr. Kirinovic and I learned a lot about their operations, their offerings, and ideas they have for the future. Given this information, I would suggest we work with them for at least one more year and offer them the option of greater variety in what they offer and when they serve.

Ms. Russell also requested the opportunity to serve on the Food Truck Committee. Given the ideas of potentially placing food trucks at the beaches at different times, she felt her input could be positive.

RECOMMENDATION: Council discussion and any desired action.

Anne M Russell

Current operator of City Concessions

231 330-2734

Dear City Council members,

I would like to take this opportunity to let you know how the operations of the three city concessions are going thus far and my continued enthusiasm for maintaining my seasonal contract.

This coming season will be my 4th consecutive year running and maintaining the concession stands at Michigan Beach, Ferry Beach and the Ball Field.

Over the past three years I have developed and maintained full menus for each location that are creative, interesting and – most importantly- popular with the beach goers and ball players. I have attached the menus of each location to this letter.

Because each location is distinct and unique I will elaborate on the operations of each separately.

Michigan Beach

'The Beach House at Michigan Beach' is a full time operated bistro style establishment with a full menu , patio seating, call in take out, or order ahead capabilities and an online presence. This is also the 'hub' of operating all three concessions as it has a full commercial kitchen and ample storage.

The Beach House at Michigan Beach is well known among beach goers for its gyros and chicken salad. The fruit smoothies are extremely popular with the majority of the menu consisting of house-made items. The menu is also notable for its unique items not found in other restaurants on Bridge Street such as house made Gyros, Beignets, and Tabouli Salad.

During Venetian Festival the Beach House maintains a vibrant presence at the popular Kids Day event where we serve over 600 people in just less than 4 hours. Battle of the Bands has also been an event that we have participated in, staying open late and operating a full menu to serve the participants and listeners. For the record- we LOVE these events and thoroughly enjoy being a part of the community in this fashion.

In the day to day summer hours the Beach House and its workers have consciously strived to establish and maintain friendly and service oriented relationships with city workers, life guards, beach goers and travelers. We offer suggestions of events, give directions to the 'hobbit houses', explain the flag and its placement, tell folks what St Mary's Cement is and inform those who ask about the rules and signage (i.e.: don't jump off the pier). The Beach House now has 'regulars' who have established 'their own'

sandwiches and salads and make it a point to come and have lunch with us. In short- I and my workers have made this place a destination for visitors and locals, something we are very proud of.

The Beach House at Michigan Beach is open every day but Tuesday – weather permitting. I have maintained a consistent and reliable schedule so that our visitors and local beach goers can come to depend on us. Unless weather or illness makes it unavoidable I do not close because it's slow. I am committed to this location and this business and have been dutiful in fulfilling my contracts with the city, even so far as having an unheard of 100% compliance from all three locations from the Health Department Inspections for the last 3 years.

I remain committed to keeping the location vibrant and relevant and every year entertain and implement several new items, events, and specials as well as keeping a social media presence and advertising locally.

The Snack Shack – Ferry Beach

'The Snack Shack' at Ferry Beach is a satellite location of The Beach House at Michigan Beach with its own full menu-some items having 'crossed over' from the Beach House menu.

Ferry Beach has more a young family and picnicker presence and the menu reflects that- as well as the lack of a full kitchen available within the structure.

The Snack Shack is popular with the 'tween' set and the young man who has been approved to work there is delightful, patient and attentive. He also carries on with my insistence of acting as an 'ambassador' for the City- he is helpful, positive, friendly, and knowledgeable about the area and the activities available. He routinely collects and hands out fliers and brochures for local groups and attractions.

The menu for this concession is more about convenience with healthy wraps (made daily at the Michigan Beach location), smoothies, and our house brewed iced tea all being very popular. The new addition of 'walking tacos' have been well received at this location as well.

The Snack Shack maintains an altered menu (more items added) when Venetian Festival's Aquapalooza comes to the park. The hours of operation are also suspended with most of us working 12 hours or more to serve the participants of that festival. Again – we love doing this and begin planning for these events around March.

The Snack Shack maintains a regular schedule outside of events and festivals which follows the Michigan Beach schedule barring illness or other unforeseen situations. It is vitally important to me as the operator that our current and future customers know when and how they can come dine with us.

The Ball Field Concession

The concession stand at the Carpenter Street ball field complex is the smallest and most defined of the three regarding day to day operations and public service.

This concession has very successfully serviced the huge yearly gathering of the Girl's Invitational Softball Tournament run by Mr. Tom Meilke . We have provided food and refreshments for not only the players and their families but Mr. Mielke's workers, umpires and spectators. This is a 3 day event with 12 hour days and the menu has become very popular with our house made Sloppy Joes, fruit smoothies, and sandwich wraps. Breakfast rolls and coffee are also available from us during this event.

Day to day operations are based upon the posted schedule from the Rec. Department and are normally evening hours. The clientele here are local and specific- ball players and their friends and family along with the umpires.

In closing I would like to thank the Council for taking the time to read my letter. I hope I have conveyed my dedication and enthusiasm for operating the concessions as well as my continued desire to do so.

As we move forward toward the 2016 summer season I am excited to begin work again. I look forward to seeing my 'regulars', meeting some new customers and exploring new and interesting ways to keep these locations relevant and viable parts of the city of Charlevoix.

Thank You

Anne M Russell

(with Jack Russell)

The Beach House Menu

Sides

- *Hand Cut Seasoned Bag of Fries \$3.00
- *Coleslaw \$1.00
- *Assorted Chips \$1.00

Deserts

- *Beignets \$2.00
- *Fresh Baked Cookies \$1.00
- *House-made Key Lime Pie (slice) \$4.00
- *Root Beer Float \$3.75
- *Snow Cones \$2

Munchies

- *Chicken Tenders (3 large all white meat) \$4.25
- *Deep Fried Pickle Spears \$4.00
- *Chili Cheese Fries \$4.75
- *Deep Fried Mac n Cheese \$3.75
- *Cheese Sticks \$3.75
- * "Walking Taco" -\$4.00 – a bag of Fritos loaded with seasoned beef, sour cream & cheese. Lettuce and jalapeño on request.

Vegetarian Fare

- *House-made Tabouli w/ pita \$4.50
- *Meatless Gyro \$4.75
- *Beach House Salad \$4.75
(Mixed greens, berries, feta, shredded carrots and cukes)
- *Beach House Salad Wrap -\$4.50

Sandwiches

- *Grilled Cheese \$3.00
- *Chicken & Biscuit \$1.75
- *'Grab n' Go Wrap \$3.00 – ask for the day's offering
- *House-made Cherry Chicken Salad Croissant \$6.00
- *Gyro—Traditional or Grilled Chicken \$6.00
- *The South Pier Sandwich \$6.00
(Grilled Ham & Swiss with Coleslaw & Deli Sauce piled on Sourdough)

Burgers & Dogs

*1/4 Hamburger \$5.00

- Cheese, bacon, tomato mushrooms, onions, jalapeños, coleslaw,
Olives + .25 each
- Mustard, mayo, ketchup, Cajun seasoning, lettuce, House-made
pickles~no charge~

*Hotdog \$3.00

-Chili Dog \$4

- Coney (sauce, mustard, onion) \$4.75

- Additions above available on 'dogs...

Strawberry/Banana Smoothie

\$4.25 add kale +\$1.00

16 oz

Drinks

*16 oz Lemonade \$1.25

* Water \$1 Pop \$1.25

*Gatorade \$1.50

*16 oz Iced Coffee/Mocha \$2.25

The Snack Shack Menu

Drinks

Pop \$1.25

Water \$1.00

Sports Drinks \$2.50

Iced Tea \$1.50

Lemonade \$1.50

Fruit Smoothie \$4.25

Snacks

Candy Bars \$1.25

Granola Bars \$1.00

Chips 1.00

Ring Pops .75

Pop Corn \$1.00

House Made Deserts-

Fresh Chocolate Chip Cookies (2) \$1.00

Key Lime Pie (slice) \$4.00

Caramel Corn (as available) \$3.00

Ice Cream

Bomb Pops \$2.00

Fudge Pops \$2.00

Ice Cream Sandwich \$2

Sundae Cone \$2.50

Snickers Bar \$3.25

Snow Cones \$2.50

Wraps \$3.50

~Cherry Chicken Salad

~Turkey w/ Mayo *or* Mustard w/ Swiss

~Ham w/ Mayo *or* Mustard w/ Swiss

Hot Dogs & More

~Hot Dog \$3.00 Add chili or cheese .75

'Walking Taco' \$4.00

Softball Menu

Drinks

Water \$1.00

Pop \$1.25

Gatorade \$2.00

Coffee (morning) \$2.00

Strawberry/Banana Smoothie (16 oz) \$4.25

Add Kale - +\$1.00

Food

Hot Dog \$2.25

Chili Dog \$2.75 w/Cheese \$3.25

Wraps \$3.00 - ham or turkey w/ asiago

Sloppy Joe \$4.00

Walking Taco \$4.00

Popcorn \$1.00

Chips \$1.00

Candy Bars \$1.50

Ice-Cream

Ice Cream sandwich \$2.00

Red/White/Blue Pops \$1.25

Fudge Pops \$1.25

Sundae Cones \$ 2.25

Snickers Ice Cream \$ 3.25

Snow Cones \$2.50

Snacks

Sunflower Seeds \$1.00 per bag

Granola Bars \$1.00

Bananas \$1.00 each

Muffins \$ 1.00

Reviews from on-line

Facebook Page – The Beach House at Michigan Beach

[Sherie Abramson-Bluhm](#)

[5star](#)

We have property in the area planning for retirement and when we come up from the Dexter area to check on things, the one absolute must do, is get lunch at the Beach House. Great food at awesome prices and wonderful service. Does Charlevoix proud!

August 31, 2015 ·

[Stacie Weston Brugger](#) reviewed [The Beach House at Michigan Beach](#) — [5 star](#)

August 20, 2015 ·

[Gretchen Schaller](#) to [The Beach House at Michigan Beach](#)

July 16, 2015 · [Charlevoix](#) ·

Wonderful food! Best chicken salad sandwich! Kids loved the walking tacos too. Please make some homemade pralines! :))

[Beth Anne Roloff Martin](#) to [The Beach House at Michigan Beach](#)

July 4, 2014 ·

Omgosh those were the BEST burgers and fries -thank you so much!!!!

[Karen Giudice](#) to [The Beach House at Michigan Beach](#)

July 20, 2013 ·

Best Strawberry Banana Smoothie Ever!!! Thanks for a great refreshing treat on a beautiful day in Charlevoix!!!

From Yelp

J F.

- New York, NY
- 4 friends
- 11 reviews



7/18/2015

Great place run by super nice people. Food is fresh, delicious and reasonable. A beach house that serves burgers, salad wraps, smoothies--beignets! Makes this one of the best beaches around.

January 24, 2016

Dear City Council of Charlevoix:

I had never heard much about Charlevoix before I came in contact with Annie Russel. I had been following her art and talking online when I learned she had opened a concession stand. Her food sounded so outstanding and she made the beach sound so lovely, that my boys and I made our very first visit to your city.

Honestly, her food is great. Plus she is so friendly, and such a fan of Charlevoix, that I can't imagine anyone better suited to be the operator of your concession stands.

If it weren't for her marketing of herself and her products, I never would have made the trip up. We enjoyed her food several times and left with a unique work of art to remind us of our adventure. Not only that, but we visited several other establishments, buying sweatshirts, toys, books and food.

You have a beautiful town, made better by the people you have willing to work hard for the greater good. Annie hustles all summer long. She is hard working, loyal, creative and very talented...you would be hard pressed to find someone better suited to represent you.

Look at the unique foods she offers: gyros, Beignets, various homemade desserts. These stands usually just offer hot dogs and prepackaged junk food. Annie preps so much and offers such variety, I was actually surprised that it was just a little concession stand when I arrived. She has restaurant quality food that she serves in a very casual way.

I am hoping to make the trip again some summer, but I don't see the point if you stop pursuing the unique trade that makes you stand out. There is simply too much competition and you are too far north for you to not use the people, such as Annie Russel, who make you stand out.

Sincerely,
Angela Holtz
1271 Beacon Hill Ct.
Mt. Pleasant, MI 48858
(989) 525-4041

Dear City Council and City Manager:

I am writing this on behalf of the concessions at the ballpark and both beaches.

I've recommended lunch at all three to visitors, family, and ball players. My favorite, and the one I most highly recommend to people visiting our town is the Beach House at Michigan Beach. Under Annie Russell's management, this concession has been elevated to an actual dining experience. A little cafe' on the beach. The menu is wonderful; fresh and healthy and delicious! A far cry from the perfectly adequate affair it had been previously. I've described lunch at the Beach House as 'Charlevoixesque', meaning it's a cut and category above what is expected and required of a concession.

My friends, without exception, have raved about their experience at each of the concessions, especially the Beach House. The delicious items on the menu are a perfect mating to the beauty of the setting. They have all become return customers when they are visiting Charlevoix.

Annie's Chicken Salad is my personal favorite, and the smoothies are extraordinary!

I hope, quite fervently, that we can continue to brag about the best concessions in the north. Our perfectly Charlevoixesque concessions.

Thank you for your consideration!

Kim Richelle Jensen

To whom this may concern,

I just wanted to express my opinion on the food concessions at Michigan beach and Ferry beach.

Annie Russell has done an amazing job! The food she prepares is outstanding! From wraps, chicken salad, burgers, pies, muffins and more. Something on the menu for everyone.

We have picked up orders to take on the boat, or eat on the beach.

Always prompt, courteous, and well worth it.

She puts a lot of thought and effort into planning the menu.

Working around our individual needs and unpredictable weather.

Please consider her for this job.

Thank you.

Sincerely,

Lisa Kleiber

Bill Murray
202 Ferry Ave. PO Box 731
Charlevoix MI 49720
248-974-8218

Dear City Council members,

I would like to take this opportunity to let you know my opinion of the current management and operation of the city concessions at Charlevoix's wonderful parks and beaches.

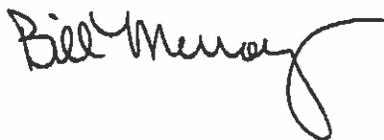
I have had a continuing relationship with the city of Charlevoix since 1970 including 9 years as a permanent resident (1970-1979) and the last nine years as a summer resident living at Northwest Marine Yacht Basin.

Over these past few years I have been a frequent customer at both the Ferry Beach Snack Shack and Lake Michigan Beach House. They are both managed in a unique and appropriate manner given their locations, facilities, and clientele.

In my opinion the food and beverage choices offered exceed my expectations for these type of facilities. While each offers fare that one would expect to be available for purchase, the proprietors always go beyond that level of service and offer food choices that you might find at establishments with a reputation for fine and unique food. The staff is friendly and professional. The buildings and grounds appear neat and clean. I must say that lunching at the beach has been one of the high points of my summer for the last several years.

I look forward to the summer of 2016 and truly hope that the Council will again award the concession to the current manager, Ms. Anne M. Russell

Sincerely,



Bill Murray

To whom it may concern:

As a long time resident of Charlevoix Michigan one of the many perks of living here is going to our beautiful beaches during the summer. We are also blessed with several of our beautiful beaches within walking distance of town. One of highlights of two in particular are the concessions offered at both Michigan & Ferry beaches...currently run by Annie Russell. As well as the concession @ the ball park too. My children and I are avid summer beach attendees & utilize these concessions consistently throughout the summer... As do friends, many residents and tourists.

Her food choices are wonderful, delectable and pleasing to even the most finicky of pallets. Have you tried the homemade cashew chicken salad on a buttery croissant? Or the "walking taco" that my kids can't get enough of? I especially cannot imagine Michigan or Ferry beach without her concessions. I also know many other people feel the same. I hope to see all her concessions stay active here in Charlevoix for the years to come.

Thank you for listening,

Gretchen Schaller
520 Michigan Ave
Charlevoix, MI 49720
(231)675-5414

To: The Charlevoix Recreation adept

From: Jami Scharrer

4774 Goodison Place Dr

Rochester, MI

Hi,

I wanted to write to you to let you know how much we (myself and my family) love Annie and Jack Russell running the snack shack at Michigan Beach and Ferry Beach.

We have a house in Charlevoix, on Upright and spend the summer there. Myself and my 2 kids along with my sisters, Marybeth and Patrice and there kids kids frequent the beach daily. Most of the time we go to Michigan Beach and at times Ferry (it depends on the weather)

It has been great having Annie there for lunches and snacks. Her food is amazing, the kids love the chicken tenders, snow cones and homemade French fries, we love the wraps, salads and burgers. She has such a variety for adults and kids. It makes it easy for us to feed everyone while relaxing and enjoying the beautiful Charlevoix Beaches. My dad, Leonard Staley (50 year Charlevoix resident) comes down for lunch when we are down there. He calls ahead and we order him a wrap and fries. He loves her food plus he can chill for an hour and visit with his grand kids.

Annie is always so friendly to all of us. She makes us feel special. Not to mention, she keeps an eye on things, when my kids are waiting for their food up by the shack she always has one eye on customers or tourists and what is going on upfront.

She does more than cook and serve delicious food she is an amazing ambassador for Charlevoix, because she is kind always smiles and is helpful and gives out information to tourists.

She is definitely an asset to the beaches and Charlevoix. If you need to contact me feel free to call.

Thanks,
Jami Scharrer
248/866/8958

Anne M Russell

512 State St

231 330-2734

Annie49720@yahoo.com

Mark Heydlauff
City of Charlevoix - City Manager
State St

Dear Mark Heydlauff,

Per our conversation this morning I would like to express my interest in becoming a member of the recently formed Food Truck Committee.

Thank You for your consideration , I look forward to hearing from you

Sincerely,

Annie Russell

Operator of City Concessions

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Approve Service Agreements with AT&T

DATE: February 1, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Service Agreement

BACKGROUND INFORMATION: The City uses numerous AT&T services for its phone and communication needs. Our previous contract from 2014, used rates established through the State of Michigan MiDEAL program. Since the State of Michigan MiDEAL contract for this service has ended, the City will need to renew the Service Agreement, as outlined in section 4.2 of the attached service agreement.

Without a contract for this service, AT&T will charge us \$8,000 per month. Under contract, it will be a more reasonable \$465 per month - similar to our previous MiDEAL charge. The agreement will be for 36 months.

This service agreement was reviewed by Paul Anker and additional staff at Abilita. The City engaged Abilita last fall to do a comprehensive review of our telecom systems to see if savings could be achieved; thankfully they were able to help us correct this issue.

RECOMMENDATION: Approve the AT&T service agreement as proposed and authorize the Mayor and Clerk to sign all necessary documents.



ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Customer	AT&T
City of Charlevoix Street Address: 210 State Street City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mark Heydlauff Title: City Manager Street Address: 210 State Street City: Charlevoix State/Province: MI Zip Code: 49720 Country: USA Telephone: 231-547-3270 Fax: 231-547-3617 Email: markh@cityofcharlevoix.org Customer Account Number or Master Account Number: 231-R41-0051-297	Name: Brenda Van Den Heuvel Street Address: 8401 Greenway Blvd City: Middleton State/Province: WI Zip Code: 53562 Country: USA Telephone: 855-406-0258 Fax: Email: bv0660@att.com Sales/Branch Manager: Sally Kessen SCVP Name: Dino Perone Sales Strata: nGEM Sales Region: MW With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This ISDN Prime Service with DS1 Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	ISDN Prime (PRI) Service (with DS1 Service)	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 17 Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/mi/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	When only New Service is included in this Agreement: at Cutover of the first Service Component Existing Services are included: on the Effective Date (This applies even when new Service Components are added.)
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until end of Pricing Schedule Term

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

4. CUSTOMER'S CURRENT ORDER

4.1 Order

Order: (Select one)	<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs) Requested installation date(s)*:
	<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) Existing Circuit ID(s): 101 T1ZF CHVXMICSH00 TRCYMIMNDC1 <input type="checkbox"/> Requested Installation Date(s)* for new Service Components, if applicable: <input type="checkbox"/> If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated _____, entitled _____.

*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.

Host/Remote, Service Number Portability or Foreign Exchange (FX)	<input type="checkbox"/> Yes# <input checked="" type="checkbox"/> No #If Yes, Central Office CLLI Serving the Circuit Site Address: [Enter 11 Digit CO CLLI Code] #If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 4.2 below must apply.
---	---

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Total Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port ([Select One])	1	\$288.00	\$288.00	\$0.00
Unlimited Local Usage (Switch Utilization) (UTW)	1	\$60.00	\$60.00	\$0.00
DS1 Local Distribution Channels (LDCs) (TZ4X1/2/3 - IN, MI, OH, WI)	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage (per mile), if applicable (1YZX1/2/3 - IN, MI, OH, WI)	42	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) (CZ4X1/2/3 - IN, MI, OH, WI)	2	\$0.00	\$0.00	\$0.00
ISDN Calling Name ID (NM1PG)	0	\$10.00	\$0.00	\$0.00
DID Numbers, per number (LTG6X)	50	\$0.10	\$5.00	\$0.00
Total Charges for ISDN PRI Ports, Unlimited Local Usage, LDCs, Calling Name ID and DID Numbers:			\$465.00	\$0.00

In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.

4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID. Customer and AT&T may agree to add DID Numbers and/or ISDN Calling Name ID under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	210 State Street	Charlevoix
2	0	[N/A or Enter Service Location address]	[N/A or Enter City]
3	0	[N/A or Enter Service Location address]	[N/A or Enter City]
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 6 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

7. GENERAL TERMS

- a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:
- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
 - (ii) (a) a term equal to or greater than the remainder of the Pricing Schedule Term, and (b) the Service Components, Quantities and Rates for replacement agreement are equal to or greater than the Service Components, Quantities and Rates in this Pricing Schedule.
- b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.
- c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.
- d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- e. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.
- f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- g. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- h. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- i. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.
- j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.
- k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

I. Early Termination:

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

m. Limitations of liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

n. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

o. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE

**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin**

HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

p. **General Provisions:** This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

8. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Service Agreement Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

For AT&T internal use only	
Billing Telephone Number for Existing service, if applicable:	231-R41-0051 297
SDA Code:	BIGE22
ECATS/AT&T Contract ID No.:	20120917-3690

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Sale and Refunding of Bonds

DATE: February 1, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Bond Sale Resolution
Letter from Pat McGow

BACKGROUND INFORMATION:

As you will recall, Council approved a resolution of intent to issue up to \$3.6 million in Capital Improvement Bonds last fall. At your last meeting, you approved the plans for this work. We now request authorization to proceed with the bond sale, which will occur after we have the bid figures for the project. The bonds for the summer infrastructure work will not exceed \$3.6 million, but may be less.

At the same time we issue this new debt, we will be refunding the 2006 Marina debt issued by the City, on behalf of the Downtown Development Authority. In this issue, we will be lowering the interest rate on the remaining 10 years of debt and will save approximately \$300,000 in reduced debt service. Additionally, since we will be issuing both the refunded Marina debt and the new infrastructure bonds simultaneously, we will save on legal fees and issuance expenses.

RECOMMENDATION: Approve the 2016 Capital Improvement and Refunding Bonds Resolution and authorize the Mayor and City Clerk to sign all necessary documents.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-02-01
RESOLUTION AUTHORIZING 2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF CHARLEVOIX
County of Charlevoix, Michigan

Minutes of a regular meeting of the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, held in the City Hall on the 1st day of February, 2016 at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the City of Charlevoix, Michigan (the "City") has determined that it is necessary to pay all or part of the cost to acquire and construct road and street reconstruction improvements, including water, sanitary sewer system, storm sewer, utility, curb and gutter and all related improvements (the "Project"); and

WHEREAS, the cost of the Project is estimated to be approximately Three Million Six Hundred Thousand Dollars (\$3,600,000); and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34, Public Acts of Michigan, 2001, as amended ("Act 34") which provides that bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk; and

WHEREAS, the City Council deems it necessary to borrow the principal amount of not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000) and issue limited tax general obligation bonds pursuant to Act 34 to pay the cost of the Project; and

WHEREAS, the City has previously issued its Limited Tax General Obligation Development Bonds, Series 2006, dated as of August 29, 2006, in the original principal amount of \$5,500,000 (the "Prior Bonds") for the purpose of financing the cost of certain public improvements within the City; and

WHEREAS, Act 34 authorizes the City to refund or advance refund all or any part of its outstanding securities, including the Prior Bonds; and

WHEREAS, the City desires to issue refunding bonds pursuant to Act 34, in an aggregate principal amount of not to exceed Four Million Three Hundred Thousand Dollars (\$4,300,000) for the purpose of refunding or advance refunding all or a portion of the Prior Bonds in order to achieve interest cost savings for the benefit of the City and its taxpayers; and

WHEREAS, because the security for the bonds will be the same and to reduce the cost of issuance and administration, the City determines that it makes practical and economic sense to combine the bond issues for the Project and the refunding into a single series; and

WHEREAS, the City desires to negotiate the sale of the Bonds to Hutchinson, Shockey Erley & Co. (the "Underwriter") within the parameters established by this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms, Bonds of the City designated **2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION)** (the "Bonds") are hereby authorized to be issued in the aggregate principal amount of not to exceed Seven Million Nine Hundred Thousand Dollars (\$7,900,000), for the purpose of (a) refunding all or a portion of the Prior Bonds, (b) paying the costs of the Project, and (c) paying costs incidental to the issuance, sale and delivery of the Bonds.

The Bonds shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 not exceeding for each maturity the aggregate principal amount of such maturity, dated as the date of delivery, or such other date as determined by the City Manager, City Treasurer or City Clerk (each, an "Authorized Officer"), numbered as determined by the Transfer Agent (hereinafter defined), and maturing or subject to mandatory redemption on October 1st in the years 2016 to 2030, inclusive, or such other dates as shall be determined at the time of sale and in the amounts as determined by an Authorized Officer. The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in any event not exceeding 6.00% per annum, payable on October 1, 2016 (or such other date as determined at the time of sale thereof), and semi-annually thereafter by check or draft mailed by the Transfer Agent to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at the designated office of U.S. Bank National Association, Detroit, Michigan, as registrar and transfer agent for the Bonds (the "Transfer Agent"). The Bonds may be subject to optional or mandatory redemption prior to maturity as determined at the time of sale.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds may be issued in book entry only form through the Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are each authorized to execute such custodial or other agreements with DTC as may be necessary to accomplish the issuance of the Bonds in book entry only form and to make such change in the Bond Form within the parameters of this Resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the Mayor and City Clerk and shall have the facsimile seal of the City printed on the Bonds. No Bond signed by facsimile signature shall be valid until authenticated by an authorized signatory of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer upon payment of the purchase price for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Security for Bonds; Limited Tax Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Treasurer is authorized and directed to open a separate fund with a bank or trust company designated by the City Treasurer as the 2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited in the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay the principal of and interest on the Bonds when due, shall be deposited in trust and

irrevocably held for the payment and discharge of the Bonds, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Bond Issuance Fund; Escrow Account. The City Treasurer is authorized and directed to open a separate depository account with a bank or trust company or to create a separate account on the books of the City, to be designated 2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS CONSTRUCTION FUND (the "Construction Fund"), and to deposit into said Construction Fund that portion of the proceeds of the Bonds issued for the purpose of paying the costs of the Project less the accrued interest, if any, which shall be deposited in the Debt Retirement Fund for the Bonds. Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate account consistent with State and federal law, and if required by State or federal law, may be used to reduce the principal amount of Bonds issued, as determined by the Authorized Officers. Moneys in the Construction Fund shall be used solely to pay the costs of the Project and issuance costs for the Bonds.

From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS ISSUANCE FUND (the "Bond Issuance Fund"), which may be established by the City or by the Escrow Agent (hereinafter defined). Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Construction Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds provided by the City, if any, shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Securities") and used to pay the principal of and interest on all or a portion of the Prior Bonds as determined by any of the Authorized Officers at the time of sale (the portion of the Prior Bonds being refunded are the "Refunded Bonds"). The Escrow Fund shall be held in trust by U.S. Bank National Association, Detroit, Michigan, as escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the transfer agent for the Refunded Bonds to take all necessary steps to pay the principal of, interest and redemption premium on the Refunded Bonds being refunded when due, and to call the Refunded Bonds being refunded for redemption as specified by the City. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of, interest and redemption premium, if any, on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds shall be transferred to the Debt Retirement Fund for the Bonds. The Authorized Officers are each authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform the Bond to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX

CITY OF CHARLEVOIX

2016 CAPITAL IMPROVEMENT AND REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	October 1, 20__	_____, 2016	

Registered Owner:

Principal Amount:

Dollars

The City of Charlevoix, County of Charlevoix, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360 day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, payable on October 1, 2016 and semiannually thereafter. Principal of this bond is payable upon presentation and surrender of this bond at the designated office of U.S. Bank National Association, Detroit, Michigan, or such other transfer agent as the City may hereafter designate (the "Transfer Agent") by notice mailed to the registered owner not less than sixty (60) days prior to an interest payment date. Interest on this bond is payable to the person or entity which is the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent, by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

This bond is one of a series of bonds aggregating in the principal sum of \$_____, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of (a) paying all or part of the cost of certain capital improvements for the City, (b) paying all or part of the cost of refunding a certain outstanding prior bond issue of the City; and (c) paying the costs of issuance of the bonds of this issue.

Bonds maturing in the years 2016 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after October 1, 20__, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any bond shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem this bond.

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

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of this bond in order to make it a valid and binding obligation of said City have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of said City, including this bond, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF CHARLEVOIX
County of Charlevoix
State of Michigan

By: _____
Its Mayor

(SEAL)

By: _____
Its Clerk

7. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than fifteen (15) years.

8. Negotiated Sale. The City has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, based on the advice of its financial advisor, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.

9. Bond Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each hereby authorized to negotiate the sale of the Bonds with the Underwriter, negotiate and execute a Bond Purchase Agreement, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

10. Adjustment of Bond Terms; Bond Parameters. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this resolution; provided that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Bonds shall not exceed 6.00% per annum, the underwriter's discount shall not exceed 0.60% of the par amount of the Bonds and the refunding of the Prior Bonds shall result in net present value savings to the City.

11. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on each issue of the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to Section 265(b)(3) of the Code.

12. Continuing Disclosure Undertaking. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

13. Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of the Underwriter and potential parties to the issuance of the Bonds.

14. Financial Advisor. Robert W. Baird & Co. is retained as the financial advisor to the City in connection with the issuance of the Bonds.

15. Authorization of Other Actions. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) approve the circulation of a final official statement describing the Bonds and to execute the same on behalf of the City; (c) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Joyce Golding
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a regular meeting held on February 1, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Joyce Golding
City Clerk

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wroclaw

January 22, 2016

Mr. Mark Heydlauff
City Manager
City of Charlevoix
210 State Street
P.O. Box 550
Charlevoix MI 49720-0550

Re: City of Charlevoix, Michigan
2015 Capital Improvement and Refunding Bonds (Limited Tax General
Obligation)

Dear Mark:

I have enclosed a form of Bond Authorizing Resolution to be considered for approval by the City Council at its meeting scheduled on February 1st. The Resolution authorizes the issuance of the Capital Improvement Bonds for the purpose of paying the costs of acquiring and constructing road and street reconstruction improvements, including water, sanitary sewer system, storm sewer, utility, curb and gutter and all related improvements (the "Project") in an amount not to exceed \$3,600,000.

In addition, the Resolution also authorizes the issuance of refunding bonds to refinance the City's Limited Tax General Obligation Development Bonds, Series 2006 (the "Prior Bonds") which were issued for marina improvements and paid by the Charlevoix Downtown Development Authority. The refunding of the Prior Bonds would generate debt service savings to the City and can be combined with the Capital Improvement Bonds into a single bond issue to reduce issuance costs.

The security for the Bond issue is the City's limited tax general obligation pledge. The portion of the Bonds relating to the refunding of the Prior Bonds can still be paid from tax increment revenues of the DDA. The portion of the Bonds relating to the Project can be paid from a combination of sources, including taxes and water and sewer user charges at the discretion of the City.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Mark Heydlauff

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January 22, 2016

The Resolution is based upon the bond specifications prepared by Robert W. Baird & Co., the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds, and provides for a negotiated sale of the Bonds to Hutchinson, Shockey Erley & Co., Inc. The Resolution authorizes the City Manager, Treasurer and/or Clerk to finalize the terms of the Bonds upon sale and sign a Bond Purchase Agreement and Sale Order. There are some blanks in the Resolution in the form of the Bond that do not need to be completed at or prior to adoption, but will instead be completed in the final Bond form once the final terms been determined. The enclosed Resolution is the only approval from the City Council needed for this issue.

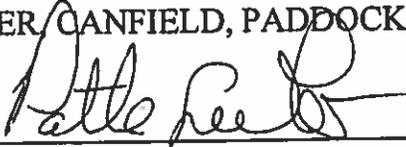
The Bonds are being authorized in an amount not to exceed \$7,900,000 (\$3,600,000 for the Project and \$4,300,000 for the refunding), but the final size of the Bonds will be determined at the time of sale. The amount needed for the refunding bonds will be reduced to an amount necessary to refund the Prior Bonds as determined on the sale date.

If approved by the City Council, it is expected that the Bonds could be sold in early March, with a closing in late March.

If you or anyone copied on this letter have any questions about the enclosed Resolution, please give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

Enclosures

cc: (w/ Encl.)
Kelly McGinn, City Treasurer
Warren Creamer
Laura Bassett, Esq.

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**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Mayoral Appointment

DATE: February 1, 2016

PRESENTED BY: Joyce Golding, City Clerk

ATTACHMENTS:

BACKGROUND INFORMATION:

With the resignation of Joni Olach, the City has one vacancy on the Housing Commission to fill her term expiring April 2018. Housing Commission members are appointed by the Mayor and approved by Council.

The Clerk has two applications on file which should be considered: Laurene Crandall and Janet Kalbfell.

RECOMMENDATION:

Motion to appoint xxx to the Housing Commission, term expiring April 2018.