

AGENDA  
CITY OF CHARLEVOIX CITY COUNCIL MEETING

**Monday, April 6, 2015 - 7:00 p.m.**

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
  - A. City Council Meeting Minutes - March 16, 2015 Regular Meeting PG 1-9
  - B. City Council Meeting Minutes - March 19, 2015 Special Meeting PG 10
  - C. City Council Meeting Minutes - March 31, 2015 Special Meeting PG 11
  - D. Accounts Payable Check Registers & Payroll Check Registers PG 12-26
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
  - A. Consideration of Donation of Bike Rack for Downtown Charlevoix PG 27-34
  - B. Consideration of Paddleworks Mobile Rental of Kayaks and Paddleboards at City Beaches PG 35-40
  - C. Request from Mike Way for the City to Consider Purchase of a Commercial Lot on US 31 PG 41-44
  - D. Consideration to Approve Michigan Recreation Passport Grant for Playground Equipment at Michigan Beach Park PG 45-60
  - E. LED Streetlight Purchase PG 61-62
  - F. Approval Job Descriptions PG 63-74
  - G. Consideration to Approve a New Finance Clerk/Deputy Clerk Job Description PG 75-78
  - H. Mayoral Appointments PG 79
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. Resolutions**
  - A. Consideration of Michigan Recreation Passport Grant Program - Playground at Michigan Beach PG 60
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. Adjourn**

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

**CITY OF CHARLEVOIX**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
**Monday, March 16, 2015 – 7:00 p. m.**  
210 State Street, City Hall, Council Chambers, Charlevoix, MI

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

**I. Pledge of Allegiance**

**II. Roll Call of Members Present**

Mayor: Gabe Campbell  
City Manager: Rob Straebel  
City Clerk: Absent  
Recording Secretary: Stephanie Brown  
Members Present: Councilmembers Shirley Gibson, Luther Kurtz, Leon Perron, Jeff Porter, Bill Supernaw, and Shane Cole  
Absent: None

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

Mayor Campbell asked Councilmember Kurtz to abstain from voting on the Airport issues as he is proposing to have a business at the airport. Councilmember Kurtz agreed to recuse himself on items VII-B, New Hangar Lease, and VII-C, Island Airways Terminal Lease Renewal.

**IV. Consent Agenda**

The following items were approved and filed:

- A. Approval of Minutes – March 2, 2015 Regular Meeting Minutes
- B. Special Accounts Payable Check Register – March 9, 2015
- C. Regular Accounts Payable Check Register – March 17, 2015
- D. ACH Payments – March 2, 2015 – March 13, 2015
- E. Tax Disbursement – March 17, 2015
- F. Payroll Check Register – March 13, 2015
- G. Payroll Transmittal – March 13, 2015

**V. Public Hearings**

A. Public Hearing on an Ordinance to Amend Title V, Planning and Zoning: Multiple Sections

City Planner Mike Spencer presented the item and answered questions from Council. In summary, the Planning Commission recommends the following changes:

- 1) Change in the front yard setback in the R2A zone from 20 to 15 feet.
- 2) Change in the front yard setback in the R-4 zone from 25 to 15 feet.
- 3) Change in lot coverage requirements to allow a higher percentage of lot coverage when engineered surfaces are used that allow storm water filtration.
- 4) Amendments to the prohibition of outdoor displays and merchandise to allow some display on private property.
- 5) Amendments to clarify the exemption of portable storage bins or closets.
- 6) Changes to standards for portable signs.

Mayor Campbell opened the item to public comment at 7:03 p.m.

Kirby Dipert, downtown business owner, opposes the change that would allow displays on private property. Mr. Dipert also questioned why the item was revisited after the complete Zoning Amendment in 2013.

Planner Spencer responded that, at the time of the complete Zoning Amendment, there was not enough time for property owners to respond. At that time, Council had asked for a more thorough review and to have the item revisited. Planner Spencer did receive some complaints last year from business owners who wanted displays on their property.

Councilmember Gibson believed that sidewalk displays clutter the sidewalk. She prefers a tasteful window display.

Jodie Laurent, 1<sup>st</sup> Ward, agrees with Councilmember Gibson that window displays are preferable.

The item was closed to public comment at 7:11 p.m.

Councilmember Porter disagrees with the idea of displaying merchandise on sidewalks. He feels that sidewalk displays and sandwich boards are both items that clutter the sidewalks.

Councilmember Supernaw asked about the Planning Commission recommendation, which was unanimous with six of nine members present. The Commission does not include any downtown business owners.

Councilmember Perron noted that the proposed amendment would allow displays on private property. He believes that Council should not regulate what people can do on their private property.

Planner Spencer showed a picture of sandwich board signs and suggested that it is an alternative to merchandise displays. Councilmember Porter stated that businesses do not keep the sandwich board signs near the building. Planner Spencer advised Council that he sent out letters last year, explaining that sandwich boards needed to be kept next to the building, and enforced the rule for the remainder of the summer. Councilmember Porter insisted that the Tap Room sandwich board is in the middle of the sidewalk "all the time". Planner Spencer stated that he has, and will continue to, enforce the rules equally for all businesses.

Councilmember Porter stated that some restrictions on private property are appropriate to keep our town looking the way its citizen's want. As an example, there are zoning setbacks in residential districts on private property.

## VI. Reports

City Manager Straebel reminded Council of the Special Council meeting scheduled for March 19 at 4:00 p.m. for the purpose of reviewing City Manager applications.

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

### A. Presentation Regarding State Street Project and Lake to Lake Multi-Use Trail

Jim Malewitz, Performance Engineers Project Engineer, presented the items and answered questions from Council. Both projects are scheduled to begin this spring, as soon as weather permits. Similar to past years, Staff and Project Engineers will be making a presentation to interested property owners that may be temporarily impacted by these two large capital projects.

State Street Project summary: The project runs from Clinton to Hurlbut, with a realignment of the Antrim/State Street intersection. The project includes new water mains and additional parking on the east side of State Street, south of the Antrim Street intersection. Some additional green space will be included in the renovations. Some of the utilities will be buried.

Lake to Lake Multi-Use Trail summary: Construction is scheduled to begin this spring and will include a gravel parking lot. The majority of the trail will be crushed stone, although there will be a few areas with asphalt.

Mayor Campbell opened the item to public comment.

Greg Stevens noted that a portion of the old railroad bed has been gated off in the past. Planner Spencer stated that the area in question is now owned by Charlevoix Township, and will not be gated off in the future.

The item was closed to the public.

### B. Consideration to Accept New Hangar Lease Format Revision – Existing Hangar

Airport Manager Liz Myer presented the item and answered questions from Council. On March 2, 2015, City Council tabled this item to allow Staff time to communicate with the Airport customers and get feedback from them. Staff has made several revisions to the lease and recommends approval of the new format.

Mayor Campbell opened the item to public comment.

Chuck Scherping, President of the Emmet Sports Flyers, noted that the City has always been responsible for building repairs in the past. The new contract language stipulates that the renter will be responsible for repairs. Mr. Scherping believes that the City should maintain control of repairs to ensure they are done properly.

Airport Manager Myer stated that item 16 of the lease indicates that the City, as "lessor" is responsible for repairs.

The item was closed to the public.

Motion by Councilmember Gibson, second by Councilmember Cole, to approve the new one year lease format in order to expedite the renewal of all the leases on April 1, 2015, with a late payment fee of 10%.

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

### C. Consideration to Approve Island Airways Terminal Lease Renewal

Airport Manager Liz Myer presented the item and answered questions from Council. The existing lease with Island Airways, which expires on April 1, 2015, calls for rent of \$1.00/year and reimbursement of ½ of the terminal utilities. Continuation of these terms is mutually beneficial, since Island Airways passengers generate a large revenue source for the airport in parking fees. The Airport Advisory Committee recommends renewal of this lease, without changes.

Council members voiced concerns of fairness between the two operators, Fresh Air and Island Airways.

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

Motion by Councilmember Gibson, second by Councilmember Perron, to approve the Island Airways Terminal Lease, as written.

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

D. Consideration to Approve Additional Expenditure from the Motor Pool

DPW Superintendent Pat Elliott presented the item and answered questions from Council. At the July 7, 2014 Council meeting, Council authorized the expenditure of up to \$35,000 for the purchase of a mini-excavator. Staff has been unable to find a machine in good working condition that will meet our needs for this price; however, a machine one-size larger is available for \$42,000. This machine has several advantages over the smaller unit, including extended digging depth and increased lifting capacity. If purchased new, this machine would cost around \$85,000. The funds for this purchase will come from the Motor Pool fund. There are funds available to cover this purchase within the budget. Superintendent Elliott recommends the purchase of this larger excavator.

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

Motion by Councilmember Kurtz, second by Councilmember Perron, to approve the additional expenditure of \$7,000, for a total price of \$42,000, and authorize Staff to purchase the John Deere 600 mini excavator from Klooster Machinery.

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

E. Mayoral Appointments

Recording Secretary Stephanie Brown presented the item and answered questions from Council. There are two expiring terms on the DDA and three on the Planning Commission.

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

Motion by Councilmember Gibson, second by Councilmember Porter, to appoint Diane DuPont to the Downtown Development Authority (DDA), term expiring April, 2019.

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

Motion by Councilmember Porter, second by Councilmember Gibson, to appoint Rick Wertz to the Downtown Development Authority (DDA), term expiring April, 2019.

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

Tie vote. Motion dies.

Motion by Councilmember Perron, second by Councilmember Gibson, to reappoint David Novolny to the Planning Commission, term expiring April, 2018.

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

Motion by Councilmember Supernaw, second by Councilmember Perron, to reappoint Judy Clock to the Planning Commission, term expiring April, 2018.

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

F. Approval of Deputy Clerk Appointment

With the former Deputy Clerk's acceptance of another position, Clerk Golding is requesting that Council approve her choice of Patti Spencley as her new Deputy Clerk. According to the City Charter, "The City Clerk may, with the approval of City Council, appoint a Deputy Clerk."

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

Motion by Councilmember Gibson, second by Councilmember Supernaw, to approve Clerk Golding's appointment of Patti Spencley as Deputy Clerk.

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

G. MERS Administrative Services Agreement

City Treasurer McGinn presented the item and answered questions from Council. Currently, under standard transfer rules, when a current employee moves from one division (CWA, POLC, and Non-Union) to another division, that employee's entire service would be valued at 1.5. It was never the intention of the City to penalize employees moving from one division to another. MERS will allow a special bridge transfer provision for all transfers between divisions, provided that all active members of the City are treated the same way. This is done by the MERS Administrative Service Agreement. Staff recommends that Council approve this agreement.

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

Motion by Councilmember Supernaw, second by Councilmember Gibson, to approve the MERS Administrative Service Agreement for City Manager signature, effective 04/01/2014.

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

H. MERS Health Care Savings Program Participation Agreement

City Treasurer McGinn presented the item and answered questions from Council. The City of Charlevoix allows some employees to participate in a Health Care Savings program with MERS. The program is set up by a person's job title, requiring a new plan agreement when a new job title is created. The Police/Fire Chief is a new position. Staff recommends approval of the MERS Health Care Savings Program Participation Agreement for the new position of Police/Fire Chief.

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

Motion by Councilmember Supernaw, second by Councilmember Cole, to approve the MERS Health Care Savings Program Participation Agreement for the new position of Police/Fire Chief and for the City Manager to sign the agreement.

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

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

None.

IX. Resolutions

None.

X. Ordinances

A. Ordinance to Amend Title V, Planning and Zoning, Multiple Sections

Motion by Councilmember Gibson, second by Councilmember Cole, to approve Section 4 - 5.41(5) as amended.

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

Motion by Councilmember Perron, second by Councilmember Supernaw, to amend Section 6 - 5.106 to apply to the Central Business District.

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

Tie Vote.

Mayor Campbell: Nay.  
 Motion fails.

City Planner Spencer stated that for the record, with the passage of the above motion, outdoor displays of merchandise are not permitted. The rest of Ordinance No. 771 remains the same.

Motion by Councilmember Gibson, seconded by Councilmember Cole, to approve Ordinance No. 771 of 2015, as amended with the previous motion:

**CITY OF CHARLEVOIX  
 ORDINANCE NO. 771 OF 2015**

**An Ordinance to Amend Title V, Planning and Zoning, Chapter 51, Zoning, Multiple Sections**

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Amendment to Table 5.27(2). Amending the front yard setback in the R-2A Zone from 20 to 15 feet.

Table 5.27(2) Dimensional Requirements: Single Family and Two Family Residential Districts

Zoning District	Max. Building Height (ft.)	Minimum Yard Setbacks (ft.)				Lot Coverage (%)	Min. Floor Area (sq. ft.)		Principal Structure Minimum Width (ft.)
		Front	Interior	Side Street Side	Rear		1 story	2 stories	
R2	26	15	8	15	25	40	800	1,200	16
R2A	26	15	10	20	30	40	800	1,200	16
PC	26	0	See	0	0	0	0	0	16

SECTION 2. Amendment to Table 5.27(3) Dimensional Requirements: Multiple Family Dwellings in the R4 Zone. The minimum front yard setback requirement for buildings in R4 zones is amended to be 15 feet.

Table 5.27(3) Dimensional Requirements: Multiple Family Dwellings in the R4 Zone

Max. Building Height (ft.)	Yard Adjacent to	Minimum Yard Setbacks (ft.)			Lot Coverage (%)	Min. Floor Area (sq. ft.) based on number of bedrooms			Distance Between Buildings
		Front	Side	Rear		1 bedroom efficiency	2 bedrooms	3 bedrooms	

SECTION 3. Amendment to lot coverage calculations.

**5.72. Lot Coverage Requirements**

Lot coverage requirements in all zones shall be calculated by dividing the total area of the lot by the total square footage of all impervious surfaces. Use of materials such as gravel or stone, pavers and similar permeable surfaces shall not count be calculated in lot coverage, however, the use permeable surfaces shall not exceed 60% of the lot area. (See Figure 5.72)

SECTION 4. Amendment to section 5.41(5) Outdoor Displays and Merchandise.

Section 5.41(5) is hereby amended to read in its entirety as follows:

- (5) Outdoor Displays and Merchandise. Merchandise or similar goods, and associated displays shall not be permitted on the exterior walls or facades of buildings or entryways.

**SECTION 5. Amendment to Section 5.79 adding portable storage bins, closets or sheds to the list of items considered landscaping features.**

Section 5.79 is hereby amended to read in its entirety as follows:

5.79. Landscaping Features and Portable Storage Bins  
Landscaping features including, but not limited to, arbors, gates, pergolas, trellises, latticework, permanent benches/seating, or portable storage closets or bins are not considered structures and are therefore not subject to the requirements of this ordinance regarding structures.

**SECTION 6. Amendment of Section 5.106 Standards for Portable Signs.**

Section 5.106 is hereby amended to read in its entirety as follows:

5.106. Standards for Portable Signs

Portable Signs:

- (1) Shall be not more than forty-eight (48) inches in height and thirty (30) inches in width, and cannot exceed six (6) square feet in sign face area;
- (2) Shall be located on private property;
- (3) Shall not block pedestrian access;
- (4) Shall be constructed of durable materials and be clearly portable in terms of size, weight and placement; and
- (5) Shall only be displayed between the hours of 7:00 a.m. and 12:00 a.m.
- (6) Shall use chalkboards or whiteboards for their signage area.
- (7) Shall not utilize changeable lettering for their messaging.

Ordinance # 771 was enacted on the 16th day of March, A.D. 2015, by the Charlevoix City Council as follows:

Motion by: Councilmember Gibson  
Second by: Councilmember Cole

YEAS: Supernaw, Cole, Gibson, Kurtz  
NAYS: Perron, Porter  
ABSENT: None

State of Michigan )  
                                  ) ss  
City of Charlevoix )

Joyce M. Golding

Clerk

Gabriel Campbell, Mayor

Mayor

**XI. Miscellaneous Business**

Councilmember Kurtz takes issue with having to recuse himself from airport business. He will confer with the City Attorney.

Councilmember Cole recommended reprioritizing Council's goals regarding infrastructure due to high cost of water line repairs for the last two years.

Councilmember Porter requested a status of the Charter Communication rates question. City Manager Straebel stated that the question of has been forwarded to the City Attorney.

On behalf of the citizens of the Second Ward, Councilmember Supernaw thanked City Manager Straebel for his service and wished him good luck in the future.

City Planner Spencer noted that he is up to speed on current projects and how he plans to proceed over the next few weeks as Interim City Manager. He will be updating Council weekly.

In compliance with the City Charter, City Planner Spencer recommended the following City administration officials to act on his behalf while in the office of Interim Manager: 1) Linda Weller, Executive Assistant, 2) Gerard Doan, Police Chief/Fire Chief, and 3) Kelly McGinn, City Treasurer. Council concurred.

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

Greg Stevens, Second Ward, questioned Councilmember Porter regarding the Councilman's lack of participation in the Pledge of Allegiance. Councilmember Porter believes that it is an individual decision whether or not to participate. He stated that he spent six years in the army and that "pledging allegiance to your country is one thing and doing something for your country is another thing". Councilmember Porter stated that he likes to think that he has done things for his country. He said people that have never served in the military or on boards or done anything for the community are the ones who stand up and take the Pledge of Allegiance. Mr. Stevens stated that he has given a lot of time for the community and believes it to be a disservice to the Council to not participate in the Pledge of Allegiance.

Diane Gustin, 104 Palmer Street, requested Council to void her high water and electric bills. City Manager Straebel will discuss the issue with Staff.

**XIII. Adjourn**

The Mayor stated if there were no objections, the meeting would adjourn.  
 There were no objections.  
 Meeting adjourned at 9:10 p. m.

Joyce Golding/scb City Clerk Gabe Campbell Mayor

**Accounts Payable – 03/09/2015**

DEVERE CONSTRUCTION COMPANY 307,305.12 TOTAL 307,305.12

**Accounts Payable – 03/17/2015**

ACE HARDWARE	1,945.99	J & B MEDICAL SUPPLY INC.	552.76
ALPINE POWER SYSTEMS	1,750.00	JACK DOHENY SUPPLIES INC	326.05
ALTEC INDUSTRIES INC	266.21	JIM'S RADIATOR SHOP	25.00
AMERICAN WASTE INC.	179.34	JOHN E. GREEN COMPANY	694.32
ARROW UNIFORM-TAYLOR L.L.C.	999.37	JOHNSTONE SUPPLY #383	225.00
AT YOUR SERVICE PLUS INC	176.50	JONES, AMANDA	14.85
AT&T LONG DISTANCE	40.10	KEVIN'S METER TESTING	1,992.50
AUTO VALUE	1,035.37	KMart	102.60
AVFUEL CORPORATION	1,320.00	KNOX COMPANY	281.00
B & L SOUND INC	410.90	KSS ENTERPRISES	108.60
BENITEZ, SARAH	1.61	KUZEL, JESSE	45.00
BLARNEY CASTLE OIL CO	910.71	LAVOIE, RICHARD	14.00
BRADFORD'S	26.00	McGINN, KELLY	319.88
BRIDGE STREET WINE & SPIRITS	46.79	MICHIGAN MUNICIPAL LEAGUE	30.50
BULBS.COM	101.94	MICHIGAN OFFICEWAYS INC	1,961.15
CARDINAL CARPET CLEANING	279.50	MYER, ELIZABETH A.	18.34
CARQUEST OF CHARLEVOIX	533.19	NELSON, CONNIE	4.60
CHAREST, JASON	16.53	NETSOURCE ONE INC.	1,260.00
CHARLEVOIX COUNTY FIRE	100.00	NORTHERN CREDIT BUREAU	287.30
CHARLEVOIX COUNTY TREASURER	953.72	NORTHERN FIRE & SAFETY INC.	330.00
CHARLEVOIX DISTRICT LIBRARY	243.00	NORTHERN MICHIGAN JANITORIAL	69.90
CHARLEVOIX SCREEN MASTERS INC.	85.00	NORTHERN MICHIGAN REVIEW INC.	1,710.95
CHARLEVOIX TOWNSHIP	15.45	NORTHERN SAFETY COINC	426.02
CHARTER COMMUNICATIONS	892.17	NORTHWEST HYDRAULICS & ENGRG.	426.82
CHEMICAL SYSTEMS INC.	1,872.00	OLESON'S FOOD STORES	125.60
CINTAS CORPORATION	229.95	OTEC	1,333.13
CITY OF CHARLEVOIX - UTILITIES	34,606.87	POWER LINE SUPPLY	279.30
COLORADO CHALLENGE	4,000.00	PREIN & NEWHOF	53,334.49
DOYLE, ANNIE	41.00	PRESTON FEATHER	248.40
DTE ENERGY	11,383.79	QUICK CARE MEDICAL CENTER	80.00
EJ USA INC.	491.76	REVITZER, THERESA	15.00
EMERGENCY MEDICAL PRODUCTS INC	115.25	RTI LABORATORIES INC.	274.00
FAMILY FARM & HOME	430.23	SHORELINE POWER SERVICES INC.	363.36
FASTENAL COMPANY	92.83	SPARTAN STORES LLC	112.47
FISHER SCIENTIFIC	795.82	STATE OF MICHIGAN	32.00
FOX CHARLEVOIX FORD	439.83	STATE OF MICHIGAN	70.00
GARAGE DOOR SERVICES INC.	332.60	STATE OF MICHIGAN	270.00
GBS INC.	609.53	STRYKER SALES CORPORATION	596.92
GINOP SALES INC	82.96	SUPERIOR MECHANICAL	674.39
GRAINGER	111.90	SUPERNAW, BILL	141.45
GRAND TRAVERSE CANVAS WORKS	785.00	SWANSON K & D INC	127.50
GRAND TRAVERSE GARAGE DOOR	439.00	SYSTEMS SPECIALISTS INC	175.00
GRP ENGINEERING INC.	532.45	TERMINAL SUPPLY CO	238.16
HACH COMPANY	5,411.59	THORP, WILLIAM	1.13
HAGGARD'S INC	80.00	TRAVERSE REPRODUCTION	510.45
HERZOG ELECTRIC	54.00	TRUCK & TRAILER SPECIALTIES	144.46
INDEPENDENT DRAFTING SERVICES	2,208.00	UPPER CASE PRINTING INK.	1,094.24

US BANK	93,197.50	WINDER POLICE EQUIPMENT	110.34
USA BLUE BOOK	188.74	WORK & PLAY SHOP	312.41
VILLAGE GRAPHICS INC.	91.59		
WHITLEY, ANDREW	28.00	<b>TOTAL</b>	<b>242,872.92</b>

**Tax Disbursement – 03/17/2015**

CHARLEVOIX COUNTY TREASURER	595.84	CITY OF CHARLEVOIX - TAXES DUE	75,380.86
CHARLEVOIX COUNTY TREASURER	270,830.08	CITY OF CHARLEVOIX/DDA	4,372.06
CHARLEVOIX COUNTY TREASURER	28.94	CORELOGIC	719.50
CHARLEVOIX DISTRICT LIBRARY	99,893.00	DCL INC.	2,053.45
CHARLEVOIX PUBLIC SCHOOLS	16,082.89	OCHS, JOHN	236.74
CHARLEVOIX PUBLIC SCHOOLS	2,350.80	CREATIONAL AUTHORITY	18,114.08
CHARLEVOIX PUBLIC SCHOOLS	173.13		
CHARLEVOIX PUBLIC SCHOOLS	1,082.54	<b>TOTAL</b>	<b>491,913.91</b>

**ACH Payments – 03/02/2015 – 03/13/2015**

MI PUBLIC POWER AGENCY	25,725.92	STATE OF MI (Withholding Tax)	4,535.46
PAYMENT SERVICES NETWORK	216.90	VANTAGEPOINT (401 ICMA Plan)	742.62
MI PUBLIC POWER AGENCY	29,143.62	VANTAGEPOINT (457 ICMA Plan)	13,618.72
IRS (Payroll Tax Deposit)	32,265.07		
ALERUS FINANCIAL (HCSP)	370.00	<b>TOTAL</b>	<b>106,618.31</b>

**PAYROLL: NET PAY**

**Pay Period Ending 03/07/2015 – Paid 03/13/2015**

WELLER, LINDA JO	1,316.97	ELLIOTT, PATRICK M.	1,743.91
STRAEBEL, ROBERT J.	2,581.47	WELLS JR, DONALD E.	2,790.09
GOLDING, JOYCE M.	1,048.92	BRADLEY, KELLY R.	2,738.91
DEROSIA, PATRICIA E.	1,028.30	WILSON, RICHARD J.	1,341.81
DOYLE, ANNE E.	749.56	JONES, ROBERT E.	1,180.32
LOY, EVELYN R.	1,017.73	DORAN, JUSTIN J.	1,599.23
KLOOSTER, ALIDA K.	1,661.37	KIRINOVIC, THOMAS F.	645.05
BROWN, STEPHANIE C.	1,023.65	FORRESTER, KATHERINE A.	595.35
SPENCER, MICHAEL D.	1,526.21	AMSTUTZ, LINDA J.	124.67
SPENCLEY, PATRICIA L.	1,009.51	MURPHY IV, MICHAEL J.	227.53
PANOFF, ZACHARY R.	573.79	BERTINELLI, DAVID P.	870.74
MILLER, FAITH G.	17.20	ARNOLD, HAILEE M.	347.26
MCGINN, KELLY A.	1,639.36	WITTHOEFT, MARVIN J.	92.35
DOAN, GERARD P.	1,760.75	BOSS, BEAU J.	369.08
SHRIFT, PETER R.	1,070.84	BARNEVELD, VLADIMIR R.	193.43
SCHLAPPI, JAMES L.	923.90	THOMPSON, MONTANA J.	199.80
UMJLIS, MATTHEW T.	1,375.84	FICHTNER, KRISTIE S.	221.64
HANKINS, SCOTT A.	1,545.67	HEID, THOMAS J.	1,238.12
ORBAN, BARBARA K.	1,133.44	MYER, ELIZABETH A.	1,836.03
TRAEGER, JASON A.	1,290.68	VANLOO, JOSEPH G.	601.70
WARNER, JANNINE M.	1,217.39	TABER, HOLLY S.	138.49
SCHWARTZ FISHER, JOSEPH L.	1,064.52	WYMAN, MATTHEW A.	946.43
ROLOFF, ROBERT P.	1,744.49	DRAVES, MICHAEL J.	409.61
BRODIN, WILLIAM C.	956.51	SCHRADER, LOU ANN	477.91
RILEY, DENISE M.	384.90	SCHWAGER, EDWARD J.	542.34
TEUNIS, STEVEN L.	1,702.44	SWEM, DONALD L.	1,669.13
WURST, RANDALL W.	1,671.94	WHITLEY, ANDREW T.	1,729.97
MAYER, SHELLEY L.	1,613.79	MORRISON, KEVIN P.	909.18
HILLING, NICHOLAS A.	1,795.89	HODGE, MICHAEL J.	1,298.52
MEIER III, CHARLES A.	1,873.64	JOHNSON, STEVEN P.	1,053.43
ZACHARIAS, STEVEN B.	1,383.07	BOSS JR, DALE E.	1,116.30
NISWANDER, JOSEPH F.	1,283.76	STEBE JR, JOHN M.	375.01
FRYE, EDWARD J.	923.02	BOSS, SHERRY M.	458.75
JONES, TERRI L.	961.45	BEHAN, DEAN T.	327.55
EATON, BRAD A.	2,242.78	STEBE, CATHERINE M.	297.24
WILSON, TIMOTHY J.	2,400.41	HOLM, ARTHUR R.	582.33
LAVOIE, RICHARD L.	1,451.77	STEVENS, JEFFREY W.	401.78
STEVENS, BRANDON C.	3,276.47	ROLOFF, AUDREY M.	35.24
DRAVES, MARTIN J.	1,621.51	<b>TOTAL</b>	<b>85,591.14</b>

**PAYROLL: TRANSMITTAL**

**03/13/2015**

4FRONT CREDIT UNION	198.46	AMERICAN FAMILY LIFE	182.40
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AMERICAN FAMILY LIFE	236.11	MI STATE DISBURSEMENT UNIT	424.02
CHAR EM UNITED WAY	32.00	POLICE OFFICERS LABOR COUNCIL	392.00
CHARLEVOIX STATE BANK	1,071.16	PRIORITY HEALTH	1,943.91
CHEMICAL BANK	150.00		
COMMUNICATION WORKERS OF AMER	540.44	<b>TOTAL</b>	<b>5,170.50</b>

**CITY OF CHARLEVOIX**  
**SPECIAL CITY COUNCIL MEETING MINUTES**  
**Monday, March 19, 2015 – 4:00 p. m.**  
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 4:00 p. m. by Mayor Gabe Campbell.

**I. Pledge of Allegiance**

**II. Roll Call of Members Present**

Mayor: Gabe Campbell  
City Manager: Rob Straebel  
Recording Secretary: Patty DeRosia  
Members Present: Councilmembers Shirley Gibson, Luther Kurtz, Leon Perron, Jeff Porter, Bill Supernaw, and Shane Cole  
Absent: None

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

None.

**IV. Miscellaneous Business**

**A. Review of Non-Confidential City Manager Applications**

Council went through the non-confidential applications and cast their vote for each as 'yes/no/maybe'. Those applications that were not rejected with all 'no' votes were reviewed further to make a determination whether to move them forward in the hiring process.

**V. Closed Session to Consider Confidential Employment Applications for the City Manager Position Citing Section 15.268(f) of the Open Meetings Act**

**A. Motion by City Council to Go Into Closed Session**

Motion by Councilmember Porter, second by Councilmember Kurtz, to go into Closed Session to consider confidential employment applications for the City Manager position citing Section 15.268(f) of the Open Meetings Act.

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

Council moved into closed session at 4:43 p.m. Council resumed open session at 5:30 p.m.

**VI. Reconvene Meeting**

**1. City Council Action on Selection of Leading City Manager Applicants (if desired)**

Motion by Councilmember Cole, second by Councilmember Gibson to move Candidates 1, 6, 9, 12, 13, 14, 15, 18, 25 and 27.

Councilmember Porter suggested that Council think of the needs of the City and what skills are required, such as grant writing, infrastructure, planning, economic development, and sensitivity to low-income/middle class. He stated that it would be nice to have the City Manager be a City resident. City Manager Straebel suggested that Council email HR Assistant DeRosia their preferred list of skills to be compiled by her and disseminated to Council.

HR will send a questionnaire to the ten selected candidates. A Special Council Meeting will be scheduled for April 6<sup>th</sup> at 5:30 p.m. to review the questionnaires and select the candidates to move forward.

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

**VIII. Adjourn**

Motion by Councilmember Supernaw, second by Councilmember Kurtz, to adjourn.

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

Meeting adjourned at 5:52 p.m.

Joyce M. Golding

City Clerk

Gabe Campbell

Mayor

**CITY OF CHARLEVOIX**  
**SPECIAL CITY COUNCIL MEETING MINUTES**  
**Monday, March 31, 2015 – 5:30 p. m.**  
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 5:30 p.m. by Mayor Gabe Campbell.

**I. Pledge of Allegiance**

**II. Roll Call of Members Present**

Mayor: Gabe Campbell  
Interim City Manager: Mike Spencer  
City Clerk: Joyce Golding  
Members Present: Councilmembers Shirley Gibson, Leon Perron, Jeff Porter, Bill Supemaw  
Absent: Councilmembers Shane Cole, Luther Kurtz

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

None.

**IV. Miscellaneous Business**

**A. Consideration to Approve the Water Main Upgrade on W. Hurlbut**

Due to the extremely cold weather this winter and the associated frost depths, there is a large section of water main on W. Hurlbut that has frozen and is now broken. The pipe is estimated to be 80 years old and is buried approximately 4' deep. Two options were presented for Council to consider: 1) a quick fix to replace the 200' of affected pipe with 4" PVC; or 2) replace the entire 410' water main with 12" ductile iron as a long term fix. DPW Superintendent Elliott discussed the pros and cons of each option and recommended replacing the entire main. He answered questions for Council.

DPW Superintendent Elliott stated that both companies bidding the project, MDC Contracting, LLC and Team Elmer's, qualify according to the City's Local Bidders Preference Policy. Discussion followed regarding policy qualifications and Interim City Manager Spencer will bring proposed amendments to tighten up the policy back to Council at a later date.

Mayor Campbell opened the item to public comment.

Vince Carpenter, MDC Contracting, LLC, stated that his company appreciates the opportunity to bid and favors the local preference policy.

Steve Crane, Team Elmer's, indicated that his firm is committed to the area and would be willing to work with MDC.

The item was closed to the public.

Councilmember Supemaw felt that the contract should be awarded to MDC Contracting who has a store front in Charlevoix and would be employing several Charlevoix residents for the project.

Motion by Councilmember Porter, second by Councilmember Perron, to enter into an agreement with Team Elmer's for a price not to exceed \$73,190 and authorize them to commence work as soon as possible.

Yeas: Porter, Perron, Gibson  
Nays: Supemaw  
Absent: Cole, Kurtz

**B. Update/Discussion on EMS Pay Increases**

Interim City Manager Spencer and Assistant Chief Roloff presented information regarding the problems that the City is having providing full EMS coverage for the month of April and ongoing. Chief Doan recommends a temporary pay rate adjustment for the short term and creating a committee to discuss a more permanent solution.

Interim City Manager Spencer will confirm Chief Doan's selection for committee members. The committee selection will be discussed again at the April 6 or April 20 regular Council meeting.

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

None.

**VI. Adjourn**

The Mayor stated if there were no objections, the meeting would adjourn.  
There were no objections. Meeting adjourned at 6:21 p.m.

Check Number	Payee	Amount
<b>03/19/2015</b>		
112686	AT&T	1,904.46
112687	AT&T MOBILITY	72.88
112688	AVSURANCE CORPORATION	2,800.00
112689	CHARLEVOIX STATE BANK	7,506.03
112690	DELTA DENTAL	4,743.16
112691	GREAT LAKES ENERGY	204.63
112692	HARTFORD, THE	594.34
112693	METLIFE SMALL BUSINESS CENTER	773.61
112694	NEOFUNDS BY NEOPOST	1,000.00
112695	PRIORITY HEALTH	48,177.65
112696	VERIZON WIRELESS	56.72
112697	VISION SERVICE PLAN	556.54
Total 03/19/2015:		68,390.02
Grand Totals:		68,390.02

**Summary of Check Registers & ACH Payments**

**FIRSTMERIT BANK - CHECKS ISSUED**

03/19/15	Special Accounts Payable Run	\$	68,390.02
03/27/15	Payroll	\$	95,903.02
03/27/15	Payroll Transmittal Checks	\$	7,148.50
03/27/15	Special Accounts Payable Run	\$	521,947.17
04/07/15	Regular Accounts Payable	\$	252,164.46
<b>Checks Sub-Total:</b>		\$	945,553.17

**FIRSTMERIT BANK - ACH PAYMENTS**

03/16/15	MI Public Power Agency	\$	39,171.58
03/16/15	State of MI (Sales Tax)	\$	22,661.83
03/17/15	Bank of NY (WWTP Loan Interest)	\$	2,215.32
03/23/15	MI Public Power Agency	\$	25,763.41
03/25/15	MI Public Power Agency	\$	272,957.37
03/27/15	IRS (Payroll Tax Deposit)	\$	40,097.41
03/27/15	Alerus Financial (HCSP)	\$	370.00
03/27/15	State of MI (Withholding Tax)	\$	5,381.38
03/27/15	Vantagepoint (401 ICMA Plan)	\$	742.62
03/27/15	Vantagepoint (457 ICMA Plan)	\$	14,260.83
03/27/15	MERS (Defined Benefit Plan)	\$	28,299.18
03/30/15	MI Public Power Agency	\$	25,309.42
<b>ACH Sub-Total:</b>		\$	477,230.35

**First Merit Bank Total:** \$ 1,422,783.52

**CHARLEVOIX STATE BANK - CHECKS ISSUED**

<b>(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)</b>	
Tax Disbursement	\$ -
<b>Charlevoix State Bank Total:</b>	\$ -

**Grand Total:** \$ 1,422,783.52

APPROVED:



CITY MANAGER

CITY TREASURER



CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/21/2015	PC	03/27/2015	19026	WELLER, LINDA JO	101		2,401.80
03/21/2015	PC	03/27/2015	19027	STRAEBEL, ROBERT J.	102		10,705.80
03/21/2015	PC	03/27/2015	19028	GOLDING, JOYCE M.	106		1,048.92
03/21/2015	PC	03/27/2015	19029	DEROSIA, PATRICIA E.	107		1,237.97
03/21/2015	PC	03/27/2015	19030	DOYLE, ANNE E.	108		1,357.89
03/21/2015	PC	03/27/2015	19031	LOY, EVELYN R.	117		1,017.73
03/21/2015	PC	03/27/2015	19032	KLOOSTER, ALIDA K.	121		2,784.08
03/21/2015	PC	03/27/2015	19033	SPENCER, MICHAEL D.	132		1,298.13
03/21/2015	PC	03/27/2015	19034	SPENCLEY, PATRICIA L.	136		1,255.80
03/21/2015	PC	03/27/2015	19035	PANOFF, ZACHARY R.	141		602.31
03/21/2015	PC	03/27/2015	19036	MILLER, FAITH G.	142		17.20
03/21/2015	PC	03/27/2015	19037	MCGINN, KELLY A.	146		1,639.36
03/21/2015	PC	03/27/2015	19038	DOAN, GERARD P.	201		1,760.75
03/21/2015	PC	03/27/2015	19039	SHRIFT, PETER R.	203		1,140.81
03/21/2015	PC	03/27/2015	19040	SCHLAPPI, JAMES L.	204		972.90
03/21/2015	PC	03/27/2015	19041	UMULIS, MATTHEW T.	205		1,640.68
03/21/2015	PC	03/27/2015	19042	HANKINS, SCOTT A.	208		1,491.60
03/21/2015	PC	03/27/2015	19043	ORBAN, BARBARA K.	209		1,182.45
03/21/2015	PC	03/27/2015	19044	TRAEGER, JASON A.	210		1,220.11
03/21/2015	PC	03/27/2015	19045	WARNER, JANINE M.	213		989.33
03/21/2015	PC	03/27/2015	19046	SCHWARTZFISHER, JOS	303		1,012.47
03/21/2015	PC	03/27/2015	19047	ROLOFF, ROBERT P.	304		2,112.20
03/21/2015	PC	03/27/2015	19048	BRODIN, WILLIAM C.	305		1,631.72
03/21/2015	PC	03/27/2015	19049	RILEY, DENISE M.	306		394.69
03/21/2015	PC	03/27/2015	19050	TEUNIS, STEVEN L.	402		1,702.44
03/21/2015	PC	03/27/2015	19051	WURST, RANDALL W.	411		1,286.76
03/21/2015	PC	03/27/2015	19052	MAYER, SHELLEY L.	412		1,596.16
03/21/2015	PC	03/27/2015	19053	HILLING, NICHOLAS A.	413		1,295.86
03/21/2015	PC	03/27/2015	19054	MEIER III, CHARLES A.	421		1,764.16
03/21/2015	PC	03/27/2015	19055	ZACHARIAS, STEVEN B.	422		1,815.57
03/21/2015	PC	03/27/2015	19056	NISWANDER, JOSEPH F.	504		1,283.76
03/21/2015	PC	03/27/2015	19057	FRYE, EDWARD J.	508		923.02
03/21/2015	PC	03/27/2015	19058	JONES, TERRI L.	511		961.45
03/21/2015	PC	03/27/2015	19059	EATON, BRAD A.	515		1,833.68
03/21/2015	PC	03/27/2015	19060	WILSON, TIMOTHY J.	516		1,873.26
03/21/2015	PC	03/27/2015	19061	LAVOIE, RICHARD L.	519		1,432.08
03/21/2015	PC	03/27/2015	19062	STEVENS, BRANDON C.	521		1,911.62
03/21/2015	PC	03/27/2015	19063	DRAVES, MARTIN J.	523		1,596.89
03/21/2015	PC	03/27/2015	19064	BROWN, STEPHANIE C.	524		1,102.45
03/21/2015	PC	03/27/2015	19065	ELLIOTT, PATRICK M.	600		2,794.21
03/21/2015	PC	03/27/2015	19066	WELLS JR., DONALD E.	609		1,411.73
03/21/2015	PC	03/27/2015	19067	BRADLEY, KELLY R.	614		1,577.74
03/21/2015	PC	03/27/2015	19068	WILSON, RICHARD J.	615		1,099.02
03/21/2015	PC	03/27/2015	19069	JONES, ROBERT F.	618		1,089.24
03/21/2015	PC	03/27/2015	19070	DORAN, JUSTIN J.	621		1,302.95
03/21/2015	PC	03/27/2015	19071	KIRINOVIC, THOMAS F.	700		514.57
03/21/2015	PC	03/27/2015	19072	FORRESTER, KATHERIN	704		498.85
03/21/2015	PC	03/27/2015	19073	AMSTUTZ, LINDA J.	706		55.41
03/21/2015	PC	03/27/2015	19074	MURPHY IV, MICHAEL J.	732		211.91
03/21/2015	PC	03/27/2015	19075	BERTINELLI, DAVID P.	764		870.74
03/21/2015	PC	03/27/2015	19076	ARNOLD, HAILEE M.	768		254.10
03/21/2015	PC	03/27/2015	19077	BOSS, BEAU J.	788		274.39
03/21/2015	PC	03/27/2015	19078	BARNEVELD, VLADIMIR	789		21.54
03/21/2015	PC	03/27/2015	19079	THOMPSON, MONTANA J	790		35.90
03/21/2015	PC	03/27/2015	19080	FICHTNER, KRISTIE S.	792		110.82
03/21/2015	PC	03/27/2015	19081	HEID, THOMAS J	802		1,238.12
03/21/2015	PC	03/27/2015	19082	MYER, ELIZABETH A.	900		1,607.96

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/21/2015	PC	03/27/2015	19083	VANLOO, JOSEPH G.	902		513.83
03/21/2015	PC	03/27/2015	19084	WYMAN, MATTHEW A.	927		946.43
03/21/2015	PC	03/27/2015	19085	DRAVES, MICHAEL J.	928		329.74
03/21/2015	PC	03/27/2015	19086	SCHRADER, LOU ANN	929		404.09
03/21/2015	PC	03/27/2015	19087	SCHWAGER, EDWARD J.	930		643.09
03/21/2015	PC	03/27/2015	19088	FUNKEY, KRAIG R.	1034		90.04
03/21/2015	PC	03/27/2015	19089	RILEY, TIMOTHY C.	1045		59.46
03/21/2015	PC	03/27/2015	19090	RAMSEY, KYLE J.	1051		23.04
03/21/2015	PC	03/27/2015	19091	RILEY, CASEY W.	1052		319.70
03/21/2015	PC	03/27/2015	19092	HUNTER, DESMOND J.	1053		13.21
03/21/2015	PC	03/27/2015	19093	JONES, LARRY M.	1057		852.17
03/21/2015	PC	03/27/2015	19094	LOPER II, GARY D.	1058		13.21
03/21/2015	PC	03/27/2015	19095	WILLSON, BRENDA R.	1059		89.26
03/21/2015	PC	03/27/2015	19096	OCHS, THOMAS F	1068		76.18
03/21/2015	PC	03/27/2015	19097	TRAVERS, MANUEL J.	1071		382.29
03/21/2015	PC	03/27/2015	19098	SILVA, JESSE L.	1073		55.50
03/21/2015	PC	03/27/2015	19099	COLLINS, CHAD M.	1076		179.82
03/21/2015	PC	03/27/2015	19100	RILEY, DANIEL A.	1079		405.28
03/21/2015	PC	03/27/2015	19101	WHITLEY, ADAM	1089		173.80
03/21/2015	PC	03/27/2015	112698	VANMETER-SANDERSO	90		176.20
03/21/2015	PC	03/27/2015	112699	TIMMS, ROBERT N	92		230.87
03/21/2015	PC	03/27/2015	112700	EVELEIGH, MARY J.	96		230.87
03/21/2015	PC	03/27/2015	112701	SWEM, DONALD L.	512		1,669.13
03/21/2015	PC	03/27/2015	112702	WHITLEY, ANDREW T.	522		1,818.34
03/21/2015	PC	03/27/2015	112703	MORRISON, KEVIN P.	601		1,119.60
03/21/2015	PC	03/27/2015	112704	HODGE, MICHAEL J.	606		1,270.62
03/21/2015	PC	03/27/2015	112705	JOHNSON, STEVEN P.	617		1,143.95
03/21/2015	PC	03/27/2015	112706	BOSS JR, DALE E.	701		1,116.30
03/21/2015	PC	03/27/2015	112707	STEBE JR, JOHN M.	729		195.18
03/21/2015	PC	03/27/2015	112708	BOSS, SHERRY M.	730		248.27
03/21/2015	PC	03/27/2015	112709	BEHAN, DEAN T.	733		233.83
03/21/2015	PC	03/27/2015	112710	STEBE, CATHERINE M.	765		150.79
03/21/2015	PC	03/27/2015	112711	HOLM, ARTHUR R.	791		373.17
03/21/2015	PC	03/27/2015	112712	STEVENS, JEFFREY W.	1028		272.11
03/21/2015	PC	03/27/2015	112713	ROLOFF, AUDREY M.	1037		750.32
03/21/2015	PC	03/27/2015	112714	MATTER, DAWSON K.	1038		942.74
03/21/2015	PC	03/27/2015	112715	SCOTT JR., WINFIELD	1072		66.07
03/21/2015	PC	03/27/2015	112716	BERGMANN, DOUGLAS	1087		59.46

Grand Totals:

95

95,903.02

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
03/21/2015	03/27/2015	112717	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	238.46
03/21/2015	03/27/2015	112718	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	2,330.00
03/21/2015	03/27/2015	112719	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
03/21/2015	03/27/2015	112719	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	236.11
03/21/2015	03/27/2015	112720	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 3/21/2	32.00
03/21/2015	03/27/2015	112721	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,071.16
03/21/2015	03/27/2015	112722	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
03/21/2015	03/27/2015	112723	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	540.44
03/21/2015	03/27/2015	112724	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	424.02
03/21/2015	03/27/2015	112725	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,943.91
Grand Totals:		10				7,148.50

dm

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Check Number	Payee	Amount
<b>03/27/2015</b>		
11276	DEVERE CONSTRUCTION COMPANY	521,947.17
Total 03/27/2015:		521,947.17
Grand Totals:		521,947.17

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Check Number	Payee	Amount
<b>04/07/2015</b>		
112727	AIRGAS USA LLC	169.70
112728	AMERICAN PUBLIC WORKS ASSN	350.00
112729	AMERICAN SAFETY UTILITY CORP	442.78
112730	AMERICAN TOTAL SECURITY INC	78.00
112731	AMERICAN WASTE INC.	2,034.00
112732	ARBOR DAY FOUNDATION	10.00
112733	AT&T LONG DISTANCE	52.72
112734	AVFUEL CORPORATION	35,590.69
112735	BEATTY, SCOTT	11.00
112736	BEAVER ISLAND BOAT CO	7,563.19
112737	BEHAN WINDOW CLEANING	95.00
112738	BLUETARP FINANCIAL	160.71
112739	BRADLEY, KELLY R.	50.00
112740	BROWN, STEPHANIE	50.00
112741	CANNON EQUIPMENT	92.08
112742	CCI SOUTH LLC	24.25
112743	CHARLEVOIX COUNTY EQUALIZATIO	3,002.45
112744	CHARLEVOIX TOWNSHIP	16.22
112745	CHESAPEAKE GROUP INC.	11,200.00
112746	CINTAS CORPORATION	105.19
112747	CINTAS CORPORATION #729	30.00
112748	COAST TO COAST COMPUTER	550.53
112749	DCASSESSING SERVICES	4,371.08
112750	DELL MARKETING L P	3,219.84
112751	DeROSIA, PATTY	41.00
112752	DITCH WITCH SALES OF MICHIGAN	1,756.63
112753	DOAN, GERARD	41.00
112754	DORAN, JUSTIN J.	50.00
112755	DOYLE, ANNIE	41.00
112756	DRAVES, MARTIN J.	50.00
112757	DTE ENERGY	3,310.83
112758	EATON, BRAD A.	50.00
112759	EJ USA INC.	601.02
112760	ELHORN ENGINEERING COMPANY	900.00
112761	ELLIOTT, PATRICK M.	185.87
112762	EMERGENCY MEDICAL PRODUCTS I	422.38
112763	EVANS, HAL	41.00
112764	EVELEIGH, MARY	54.05
112765	FISHER SCIENTIFIC	662.64
112766	FOX CHARLEVOIX FORD	938.25
112767	FREEDOM MAILING SERVICES INC.	2,329.35
112768	FREIGHTLINER OF GRAND RAPIDS	316.58
112769	GEMPLER'S	426.50
112770	GINOP SALES INC	782.03
112771	GOLDING, JOYCE	426.57
112772	GORDON FOOD SERVICE	133.12
112773	GREAT LAKES ELEVATOR LLC	319.50
112774	GREAT LAKES PIPE & SUPPLY	623.37

M = Manual Check, V = Void Check

Check Number	Payee	Amount
112775	HACH COMPANY	820.31
112776	HAGGARD'S INC	130.92
112777	HANKINS, SCOTT	41.00
112778	HEALTH DEPT OF NW MICHIGAN	1,275.00
112779	HEID, THOMAS J.	91.00
112780	HEIGHTS MACHINERY	6,995.00
112781	HILLING, NICHOLAS A.	50.00
112782	HODGE, MICHAEL J.	50.00
112783	HOLIDAY COMPANIES	6,602.42
112784	HYDE SERVICES LLC	250.50
112785	HYDRO DESIGNS INC.	515.00
112786	HYDRO DYNAMICS	4,013.20
112787	INDEPENDENT DRAFTING SERVICES	2,752.00
112788	INDUSTRIAL MARKETING	70.16
112789	J & B MEDICAL SUPPLY INC.	64.59
112790	JESS CONSTRUCTION CO. INC.	2,108.65
112791	JOHN E. GREEN COMPANY	250.08
112792	JOHNSON, STEVEN P.	50.00
112793	JOHNSTONE SUPPLY #383	29.50
112794	JONES, ROBERT F.	50.00
112795	KIRINOVIC, THOMAS	41.00
112796	KLOOSTER, ALIDA K.	41.00
112797	KSS ENTERPRISES	629.46
112798	LAKE CHARLEVOIX PAINTING	39.62
112799	LAVOIE, RICHARD	64.00
112800	MAYER, SHELLEY L.	50.00
112801	MAYS, SCOTT	165.00
112802	McGINN, KELLY	41.00
112803	MEIER III, CHARLES A.	50.00
112804	MICHIGAN MUNICIPAL LEAGUE	82.30
112805	MICHIGAN MUNICIPAL LEAGUE	20,895.44
112806	MICHIGAN WATER ENV ASSOC	65.00
112807	MID STATES BOLT & SCREW CO	195.30
112808	MLIVE MEDIA GROUP	379.39
112809	MORRISON, KEVIN P.	50.00
112810	MUNICIPAL EQUIPMENT SALES	4,388.84
112811	MYER, ELIZABETH A.	41.00
112812	NETSOURCE ONE INC.	48.00
112813	NISWANDER, JOSEPH F.	50.00
112814	NORTH COUNTRY POWER GENERATI	127.50
112815	NORTHERN CREDIT BUREAU	133.20
112816	NORTHERN LIGHTS FAMILY	833.00
112817	NORTHERN SAFETY CO INC	1,660.42
112818	NORTHWEST DESIGN GROUP	948.50
112819	OLESON'S FOOD STORES	93.01
112820	OLSON BZDOK & HOWARD	2,464.50
112821	OTEC	529.38
112822	OVERHEAD DOOR COMPANY	94.87
112823	PARASTAR INC.	1,024.15

M = Manual Check, V = Void Check

Check Number	Payee	Amount
112824	PERFORMANCE ENGINEERS INC	7,218.75
112825	PHYSIO-CONTROL INC.	398.00
112826	POWER LINE SUPPLY	2,515.21
112827	PRECISION DATA PRODUCTS	233.45
112828	PREIN & NEWHOF	36,244.25
112829	PRO WEB MARKETING LLC	36.00
112830	PVS TECHNOLOGIES INC	6,417.82
112831	QUICK CARE MEDICAL CENTER	240.00
112832	RECORD AUTOMATIC DOORS INC	518.00
112833	RIETH-RILEY CONST CO INC	1,067.04
112834	RTI LABORATORIES INC.	93.00
112835	SCIENTIFIC BRAKE & EQUIP CO	385.32
112836	SEARS COMMERCIAL ONE	34.99
112837	SERVPRO OF GAYLORD & CHEBOYG	2,962.00
112838	SIGMA-ALDRICH RTC	349.08
112839	SPENCER, MICHAEL	41.00
112840	STEVENS, BRANDON	50.00
112841	SUPERNAW, BILL	92.00
112842	SWEM, DONALD L.	91.00
112843	SWIDORSKI, RAYMOND	66.00
112844	TEUNIS, STEVEN	91.00
112845	TOP QUALITY GLOVE	374.60
112846	TRUCK & TRAILER SPECIALTIES	660.30
112847	UP NORTH PROPERTY SERVICES LL	294.00
112848	USA BLUE BOOK	489.69
112849	VILLAGE GRAPHICS INC.	157.89
112850	WARD BROTHERS BOATS INC	341.80
112851	WARNER, JANINE	239.79
112852	WAY, MIKE	300.00
112853	WELLER, LINDA	60.55
112854	WELLS JR., DONALD E.	50.00
112855	WHITLEY, ANDREW	64.00
112856	WILSON, RICHARD J.	50.00
112857	WILSON, TIMOTHY J.	50.00
112858	WINTER EQUIPMENT COMPANY INC.	342.67
112859	WORK & PLAY SHOP	44,197.93
112860	WURST, RANDALL W.	50.00
112861	WYMAN, MATTHEW A.	41.00
112862	ZACHARIAS, STEVEN B.	50.00
Total 04/07/2015:		252,164.46
Grand Totals:		252,164.46

Check Number	Payee	Amount
<b>03/16/2015</b>		
31615001	MICHIGAN PUBLIC POWER AGENCY	39,171.58
31615002	STATE OF MICHIGAN	22,661.83
Total 03/16/2015:		61,833.41
Grand Totals:		61,833.41

Check Number	Payee	Amount
<b>03/17/2015</b>		
31715001	THE BANK OF NEW YORK MELLON N.	2,215.32
	Total 03/17/2015:	2,215.32
	Grand Totals:	2,215.32

Check Number	Payee	Amount
<b>03/23/2015</b>		
32315001	MICHIGAN PUBLIC POWER AGENCY	25,763.41
Total 03/23/2015:		25,763.41
Grand Totals:		25,763.41

Check Number	Payee	Amount
<b>03/25/2015</b>		
32515001	MICHIGAN PUBLIC POWER AGENCY	272,957.37
	Total 03/25/2015:	272,957.37
	Grand Totals:	272,957.37

Check Issue Date	Check Number	Payee	Amount
<b>32715001</b>			
03/27/2015	32715001	**EFTPS* Payroll Taxes	9,205.30
03/27/2015	32715001	**EFTPS* Payroll Taxes	9,205.30
03/27/2015	32715001	**EFTPS* Payroll Taxes	2,152.84
03/27/2015	32715001	**EFTPS* Payroll Taxes	2,152.84
03/27/2015	32715001	**EFTPS* Payroll Taxes	17,381.13
Total 32715001:			
	5		40,097.41
<b>32715002</b>			
03/27/2015	32715002	Alerus Financial	370.00
Total 32715002:			
	1		370.00
<b>32715003</b>			
03/27/2015	32715003	STATE OF MICHIGAN	5,381.38
Total 32715003:			
	1		5,381.38
<b>32715004</b>			
03/27/2015	32715004	Vantagepoint - 401 Plan 109153	742.62
Total 32715004:			
	1		742.62
<b>32715005</b>			
03/27/2015	32715005	Vantagepoint - 457 Plan 300959	5,627.85
03/27/2015	32715005	Vantagepoint - 457 Plan 300959	121.48
03/27/2015	32715005	Vantagepoint - 457 Plan 300959	1,899.84
03/27/2015	32715005	Vantagepoint - 457 Plan 300959	6,611.66
Total 32715005:			
	4		14,260.83
Grand Totals:			
	12		60,852.24

Km

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Check Number	Payee	Amount
<b>03/27/2015</b>		
32715006	MERS	28,299.18
Total 03/27/2015:		28,299.18
Grand Totals:		28,299.18

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M = Manual Check, V = Void Check

Check Number	Payee	Amount
<b>03/30/2015</b>		
33015001	MICHIGAN PUBLIC POWER AGENCY	25,309.42
Total 03/30/2015:		25,309.42
Grand Totals:		25,309.42

## CHARLEVOIX CITY COUNCIL

### AGENDA ITEM

**AGENDA ITEM TITLE:** Request from the LeBlance family to donate a bike rack under the donation acceptance policy

**DATE:** April 6, 2015

**PRESENTED BY:** Mike Spencer and Maureen LaBlance

**ATTACHMENTS:** Diagram of proposed bike rack and memorial plaque  
Map of the proposed location  
Copy of the donation acceptance policy

### BACKGROUND INFORMATION:

City Council was approached by the LaBlance family in 2014 about the potential of placing bike racks in the downtown that would be paid for by a fundraiser they held in memory of Tim LaBlance. I believe they held a golf scramble last summer to raise these funds. The former Mayor directed me to work with the LaBlance family on potential designs and locations to bring to council in the future. Most people in the community feel we need more bike racks downtown. With the construction of the Lake to Lake Trail as well as pursuing the Trail Towns initiative we hope to make Charlevoix a premiere biking destination for residents and visitors alike.

The bike rack would be about 10 feet long and the street department would remove it during the winter to extend the life of the metal. Pat and I agreed the grassy area adjacent to the pavilion would be the most appropriate place. (See map) This location is off of the sidewalk so this will not impede pedestrians or intrude on space used for events like the farmer's market. It is also in a highly visible location for bikers and the general public coming down Bridge Street or Belvedere Avenue. This is not a typical bike rack and has some artistic features built in, so we feel it is a good show piece for the entryway to downtown. The LaBlance family may do future fund raisers for additional bike racks that could be donated.

This proposal falls under the city donation acceptance policy, which requires council approval. (See attachment for a copy of the policy.) We are also seeking approval for the proposed location. The LaBlance family is proposing a small 3X9 inch bronze plaque that would say "In Loving Memory of Tim LaBlance."

### RECOMMENDATION:

Staff recommendation is for city council to approve this donation at the proposed location.



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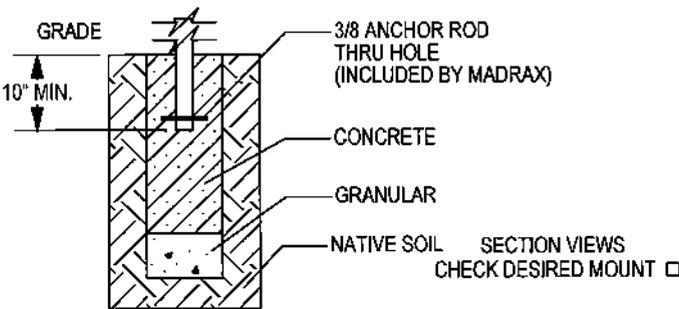
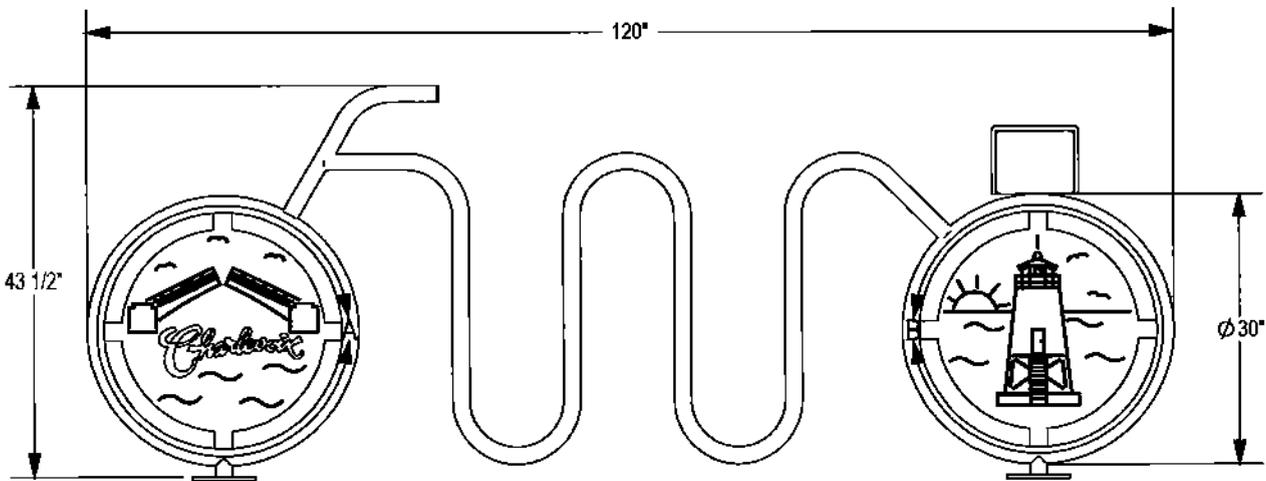
PLAQUE LOCATION



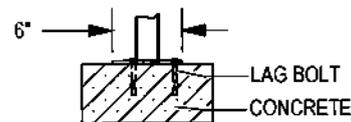
DETAIL B  
SCALE 1 : 16



DETAIL A  
SCALE 1 : 16



□ IN GROUND MOUNT (IG)



□ SURFACE FLANGE MOUNT (SF)

PRODUCT: CYB-9-MICHIGAN  
DESCRIPTION: CUSTOM CYC BICRAC WITH MICHIGAN LOGOS  
9 BIKE, SURFACE OR IN GROUND MOUNT

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ENG: SMC

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NOTES:

1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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**9 Inch By 3 Inch Bronze Plaque**

**SCALED PROOF**

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# **City of Charlevoix Donation Acceptance Policy**

## **I. Introduction/Purpose**

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate. With the increased presence of the Charlevoix County Community Foundation, future success may be promoted through collaboration with that organization, and City officials are therefore encouraged to maintain appropriate liaisons for such reasons.

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy.

## **II. Guidelines**

A. Gifts intended to either become incorporated into City parks as well as gifts of equipment, vehicles, boats or facilities intended to supplement those of the City often involve considerations of aesthetics, costs, and compatibility whose features shall be evaluated using the following criteria:

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the Community has an interest in ensuring that all elements remain in good repair. In addition, the Community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials be readily

available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.

3. Requirement of Consistency with Current and Future Use- i.e. does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.

a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.

b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.

c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.

8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.

9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings,

the City Council shall hold a Public Hearing for such purpose to invite comment from the community with respect to impact on viewsheds, safety concerns, potential for noise generation, and compatibility with the aesthetic features of the park.

- B. Gifts made for programs, sponsorships, renovations, and projects of like nature may also benefit the City either directly or indirectly. However, in addition to considerations of timeliness, cost and suitability, there may also involve concerns related to the method of conveyance and adequacy of funding. The criteria outlined above (A. 1-9) shall then be applicable where appropriate. In general, categories of acceptable gifts are:

- ❖ Cash (and cash equivalents-checks, CDs, savings accounts)
- ❖ Marketable securities (publicly traded stocks, bonds, U.S. government securities)
- ❖ Tangible personal property
- ❖ Life insurance
- ❖ Real estate
- ❖ IRA rollovers
- ❖ Charitable Gift Annuities
- ❖ Charitable Remainder Trusts
- ❖ Charitable Annuity Trusts
- ❖ Charitable Lead Trusts
- ❖ Bequests

Council shall exercise caution as to gifts including conditions and carrying costs, and at all times shall ensure itself that the funds provided are sufficient to carry out the intention of the gift and that its purpose is a salutary one.

- C. These guidelines shall not be applicable to programs sponsored or approved by the City existing as of the date of this policy.

### **III. Installation**

If the gift, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall take place through a contract between the City and a licensed contractor. The contract shall be drafted by the City and the terms and conditions of the contract shall be approved by municipal legal counsel. In certain instances, a performance bond may be required, costs of which shall be borne by the donor and considered as an additional expense under II A. 7. The installation shall be completed by a licensed contractor. The licensed contractor will assume all responsibility for construction or placement of the gift and shall hold the City harmless for any damages to City property or buildings resulting from the construction or placement of the gift to the extent authorized by law (note: MCL 691.991 may be applicable). If installation involves City Staff, the City may require reimbursement for personnel and equipment costs associated with installation. The installation will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance

Page 3 of 4

activities and in a manner that minimizes impacts to the Community. City Staff shall oversee the installation process to ensure compliance with the proposal.

#### **IV. Removal and/or Relocation**

The City reserves the right to restore, relocate, remove or relinquish donations. This decision shall be made based upon the best interests of the City. This section applies to both existing and new donations.

#### **V. Procedures for Making and Accepting Gifts**

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process, though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives shall contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting shall assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, proposed location, and yearly maintenance and operational costs for review and processing. The written proposal, including a Staff report, will be sent to City Council for its decision.

Because promptness is likely to be important to both the prospective donor and the City, each party shall be considerate in this regard at each stage of its dealings with one another.

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration of Paddleworks Mobile Rental of Kayaks and Paddleboards at City Beaches

**DATE:** April 6, 2015

**PRESENTED BY:** Tom Kirinovic

**ATTACHMENTS:** Business Proposal  
Kayak and Standup Paddleboard Agreement  
Release of Liability  
Google Map Picture

**BACKGROUND INFORMATION:** For the past two years, Schulman Paddleworks has had a successful business renting kayaks and standup paddleboards to local residents and visitors. Mr. Schulman is requesting to have a beach kayak/standup paddleboard mobile rental service at Depot Beach. The City's Department Heads have reviewed the proposal and selected an area at Depot Beach for Mr. Schulman. The City does not want to encroach on the Lake Charlevoix Mariner's area located on the north end of Depot Beach, so Staff is proposing that the mobile rental take place on the southern end of Depot Beach. Attached is the aerial of Depot Beach showing the Staff recommended area for the rental service. This area is not a designated swimming area. At Council's request, a meeting was held at the site that involved Bill Schulman, Tom Kirinovic, and Rick Golding representing the Chicago Club. An alternate site for the mobile rental trailer location was discussed and agreed upon. In addition, Mr. Schulman agreed to have staff verbally remind customers to enter/exit the lake from City property and to stay off of the Chicago Club property.

Mr. Schulman's proposal states:

- The boats will be rented off a trailer and all boats will be removed from the park at the end of the day (5p.m.)
- He is proposing to have eight kayaks and six standup paddleboards, with the option to add more.
- He will provide the City with one million dollars of liability insurance, with the City named as co-insured.
- He plans to sell items such as waterproof bags/phone cases, sun hats, sunscreen, paddles and Paddleworks Clothing.

**RECOMMENDATION:**

The Recreation Department recommends signing a contract with Schulman Paddleworks.

Motion: To authorize Schulman Paddleworks to use the south end of Depot Beach to rent kayaks and paddleboards to beach patrons, with the conditions that they (1) provide the city with liability insurance, which names the City as co-insured; (2) has its patrons sign a *Release of Liability* prior to renting the kayaks/paddleboards and (3) acquire all necessary licenses from the Clerk's office and (4) the mobile trailer must conform with the City's zoning ordinance and its sign regulations.

## **Business Proposal**

Schulman Paddle Works Proposal - Depot Beach

Jack and Bill Schulman, of Schulman Paddleworks (204 Bridge Street)

I wish to make the following changes/additions to the 2015 business plan. This will be presented to City Council February 16, 2015:

1. 2 folding chairs---remove end of day
2. sign---some type of visible flag near canopy--remove each day
3. trailer with boats parked near canopy--remove each evening
4. truck--will be parked in lot after unhooking trailer

---

### **Tom Kirinovic**

**From:** Bill Schulman [bschulman57@gmail.com]  
**Sent:** Monday, January 26, 2015 9:38 AM  
**To:** Tom Kirinovic  
**Subject:** Schulman Paddleworks  
**Attachments:** HOLD HARMLESS FOR SCHULMAN PADDLEWORKS RENTAL.docx

The City Of Charlevoix and Schulman Paddleworks has agreed in the past to allow the use of the south side of Depot Beach to run a kayak/standup paddleboard rental location between the hours of 8am and 5 pm. Schulman Paddleworks has provided a blanket liability coverage of 1 million dollars naming the City of Charlevoix as additionally insured. Participants were required to sign a liability waiver and wear a provided personal floatation device and remain out of the designated swimming area. I have attached our liability release form.

Thank You!

Bill Schulman  
Schulman Paddlworks  
231-675-8542

**CITY OF CHARLEVOIX  
KAYAK AND STANDUP PADDLEBOARD AGREEMENT**

**BACKGROUND**

They City of Charlevoix (the City), 210 State Street, Charlevoix, MI 49720 and Schulman Paddle Works (the Company), 204 Bridge Street, Charlevoix, MI 49720, mutually agree to the terms listed below for operating a kayak and paddleboard rental company at the South end of the City-owned Depot Beach Park. This Agreement describes the rights and obligations of the parties.

**THE PARTIES AGREE AS FOLLOWS:**

1. **USE OF DEPOT BEACH.** The Company desires to operate a business on Depot Beach as the Company has done for the past two years. The stand up paddleboards and kayaks will be located at the south end of Depot Beach Park, but away from the maintenance gate of the Chicago Club fence. The Company shall insure that all participants will not interfere with pedestrians, swimming or boating traffic. In addition, they will verbally remind customers to enter/exit the water from City property, not the Chicago Club property.
2. **TIMING AND FREQUENCY OF USE.** Depot Beach is a public beach. The rental stand will be open from 8am-5pm.
3. **FEES.** The City will charge **\$50.00 per month (June through August)** for the season—no proration. Rates after the first year may be adjusted to reflect reasonable adjustments to maintain the condition of Depot Beach. Under no circumstances are the rates for the stand to exceed other regional standup paddleboard businesses.
4. **TERM.** The agreement shall become effective upon execution of signatures of both parties and shall expire one (1) year after date on signatures unless terminated earlier by the City because of a breach of this agreement by the Company. If mutually agreed in writing by both parties, agreement can be extended for an additional one (1) year.
5. **LIABILITY INSURANCE.** The Company shall purchase \$1 million dollars in liability insurance. The Company shall name the City covered by the liability insurance. Anyone who purchases the Company's services will be required to sign a release of liability before participating in any activities provided by the Company.
6. **BUSINESS LICENSE.** The Company will purchase a business license from the City Clerk.
7. **BREACH BY THE COMPANY.** If the Company breaches its obligations under this Agreement, the City may prohibit the Company from operating a business at Depot Beach and may terminate this agreement. This right shall be in addition to any other rights granted to the City or the Company by law for breach of contract. The failure of the City to exercise this right of termination for breach shall not constitute a waiver of its rights as to any future breaches.
8. **DAMAGES TO DEPOT BEACH OR CITY-OWNED PROPERTY.** The Company shall be fully responsible to pay for any damages to Depot Beach or City-owned property as a result of

performing the activities contemplated by this agreement.

9. **INDEMNIFICATION.** The Company shall indemnify and hold harmless the City, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the activities contemplated by this Agreement.

In acknowledgment of this Agreement, authorized representatives of the parties have executed this document as shown below.

---

Tom Kirinovic, Recreation Director Date

---

Bill Schulman, Schulman Paddleworks Date

## RELEASE OF LIABILITY-READ BEFORE SIGNING

In consideration of the services of paddleworks, their officers, agents, employees, stockholders and all other persons or entities with this business I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree as follows:

The risk of injury from any outdoor activities have inherent, both known and unknown, risks, dangers and hazards and can be significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist in the use of water craft; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and I will agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of an officer, agent or employee of paddleworks immediately; and

I, do myself and on behalf of my heirs, assigns, personal representatives and the next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS paddleworks, their officers, officials, agents and/or employees, and other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used for the activity (Releasees), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law, and I acknowledge that paddleworks will supply me with a Personal Floatation Device (P.F.D.) and that it is my responsibility to use it properly.

I agree that any photographs, video or other medium made of me during my time spent on the premises, during transport or at any other time by paddleworks or a party of paddleworks are the sole properties of paddleworks and can be used in advertising, promotion or any way paddleworks sees fit, and

I agree that if I do file suit against paddleworks, it will be filed in Charlevoix County, Michigan, under Michigan law.

**I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

**I understand that there is a deposit being held for this rental equipment and that I will be charged \$500.00 if the equipment is lost, stolen or damaged.**

X \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_  
Signature and printed name

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)

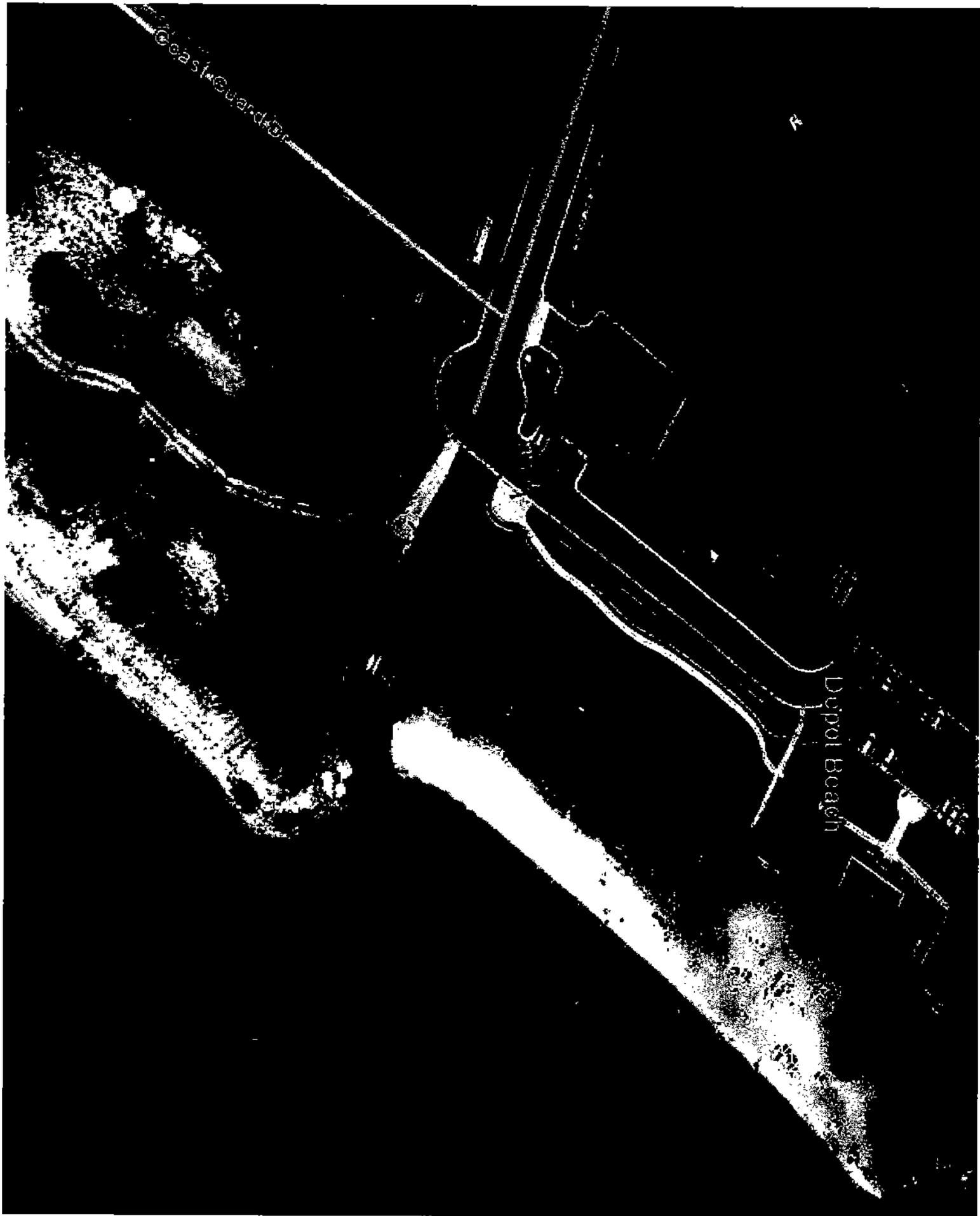
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_ Date \_\_\_\_\_  
ADULT SIGNATURE AND PRINTED NAME  
Credit card# \_\_\_\_\_

Expiration date \_\_\_\_\_  
Security code \_\_\_\_\_ Zip code \_\_\_\_\_  
Cell phone # \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
Payment \$ \_\_\_\_\_  
Type of boat \_\_\_\_\_  
Time of Rental \_\_\_\_\_

© CoastGuard

Depot Beach





## CHARLEVOIX CITY COUNCIL

### AGENDA ITEM

**AGENDA ITEM TITLE:** Request from Mike Way for the city to consider purchase of a commercial lot on US 31 South

**DATE:** April 6, 2015

**PRESENTED BY:** Mike Spencer

**ATTACHMENTS:** Property Listing Information  
Map of Parcel

#### BACKGROUND INFORMATION:

On two separate occasions (December 2007 and June 2011) Mike Way has approached City Council discussing the potential for the city to purchase a 4.5 acre commercial lot in Charlevoix Township. Mr. Way feels that the Street Department, Electric and DPW could all be combined at this location and the existing property on W. Carpenter could be infilled with residential housing. On both occasions City Council did not support this request. Mr. Way is approaching City Council one last time because apparently they have a purchase agreement from another buyer.

We sincerely thank Mr. Way for giving the City the opportunity to purchase this lot before it sells; however, staff does not feel there is demonstrated need to own this property, nor sufficient funding available to finance the purchase. This topic was discussed at the March 30<sup>th</sup> staff meeting and all department heads did not recommend that council pursue this purchase. The following are the major staff concerns and reasons Council did not approve this in the past:

1. The city has about 2.5 acres of vacant space behind the Electric Department building on West Carpenter which can be utilized for additional buildings and storage for future DPW operations. Even if a facilities study determines there is not sufficient space at that location, we could work with the township on developing part of the 13 acres we already have at the stump dump/storage area. This property is located directly south of the Way property.
2. Moving all of our facilities out to that location would substantially increase the miles traveled given the large number of trucks and machinery used by various city departments. Even if it is only a mile outside of town the costs for additional wear and

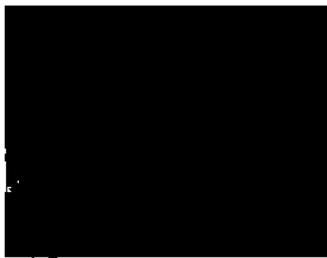
tear and additional fuel would add up very quickly each and every month over the course of the year.

3. The Township would lose a valuable piece of commercial property from their tax rolls and there would be one less lot available for a potential future business. The township zoning also would require a special use permit for the city to utilize this property, which could be denied in the future.
4. There are numerous other vacant parcels in the city that can be developed for affordable housing and other residential uses. There is a 3.5 acre parcel behind the American House assisted living center, the 1+ acre former Phillips Service Station, 2.4 acres near May Street Apartments and 5 acres on the east side of May Street.
5. Even if the price were substantially reduced from the \$399,000 list price, it is not a wise financial decision to purchase a lot that we do not need. The water freeze problems from last winter alone cost the city nearly \$500,000, an amount that will likely substantially increase when the costs of this most recent winter are also included. Our recreations facilities and programs do not break even, we have postponed other necessary infrastructure projects, the cost for EMS coverage is going up an additional \$10,000 per month and there are numerous other financial challenges we have in the city. There are other priorities that need to be addressed with limited funds available.

**RECOMMENDATION:**

Staff recommendation is to not pursue the purchase of this property.

**GENERAL**



Status	<b>ACTIVE</b>	Sale/Rent	<b>For Sale</b>
Class	<b>LOTS/LAND</b>	# OF ACRES	<b>4.01 - 6</b>
		Road Frontage Feet	<b>493.5 +/-</b>
School District	<b>Charlevoix</b>		
Township	<b>Charlevoix City</b>		
Zip	<b>49720</b>	Slip #	
County	<b>Charlevoix</b>	Boat Slip Feet	
Section	<b>34</b>	Lake	
Town/Range	<b>T34N R8W</b>	Water View (Y/N)	
Input Date	<b>1/8/2014 11:32 AM</b>	Associated Documents	<b>1</b>

**REMARKS**

This almost 5 acre piece of commercial land is bursting with endless possibilities. In a very viable, high-traffic area, this parcel is cleared and level with mixed trees in the back. Exceptional opportunity.

**GENERAL**

Commercial (Y/N)	<b>Y</b>
Possession	<b>At Close</b>
Well (Size & Depth)	
Association	
Approx. Number of	<b>4.75</b>
Approx. Lot Dim	<b>493.5 X 434</b>
Deed Restrictions	
Zoning	<b>Commercial</b>
Improvements	
Waterfront Feet	

HD Approved	<b>Y</b>
Site Condo (Y/N)	
Lot (Y/N)	
Survey (Y/N)	
% Wooded	

Original Price	<b>\$399,000</b>
New Split (Y/N)	
S.E.V./Yr.	<b>\$166,600/2014</b>
Dues	Per
Tax ID	<b>004-034-027-10</b>
Legal	<b>E1/2 OF NE1/4 OF SW1/4 SEC 34 T34N R8W EX: S 835 FT ALSO EX: E 20 FT ALSO EX: WLY 143 FT THEREOF PT</b>

**FEATURES**

FEATURES **Mixed Trees**

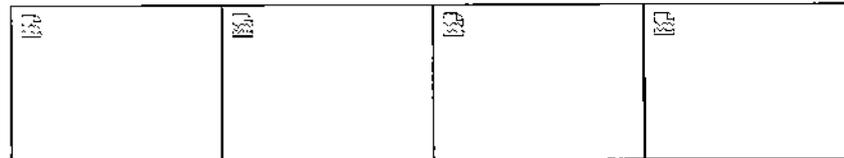
Addendum

Directions: From the intersection of US 31 and M-66 in Charlevoix, head south on US 31 approx 1 mile. Property will be on the left.

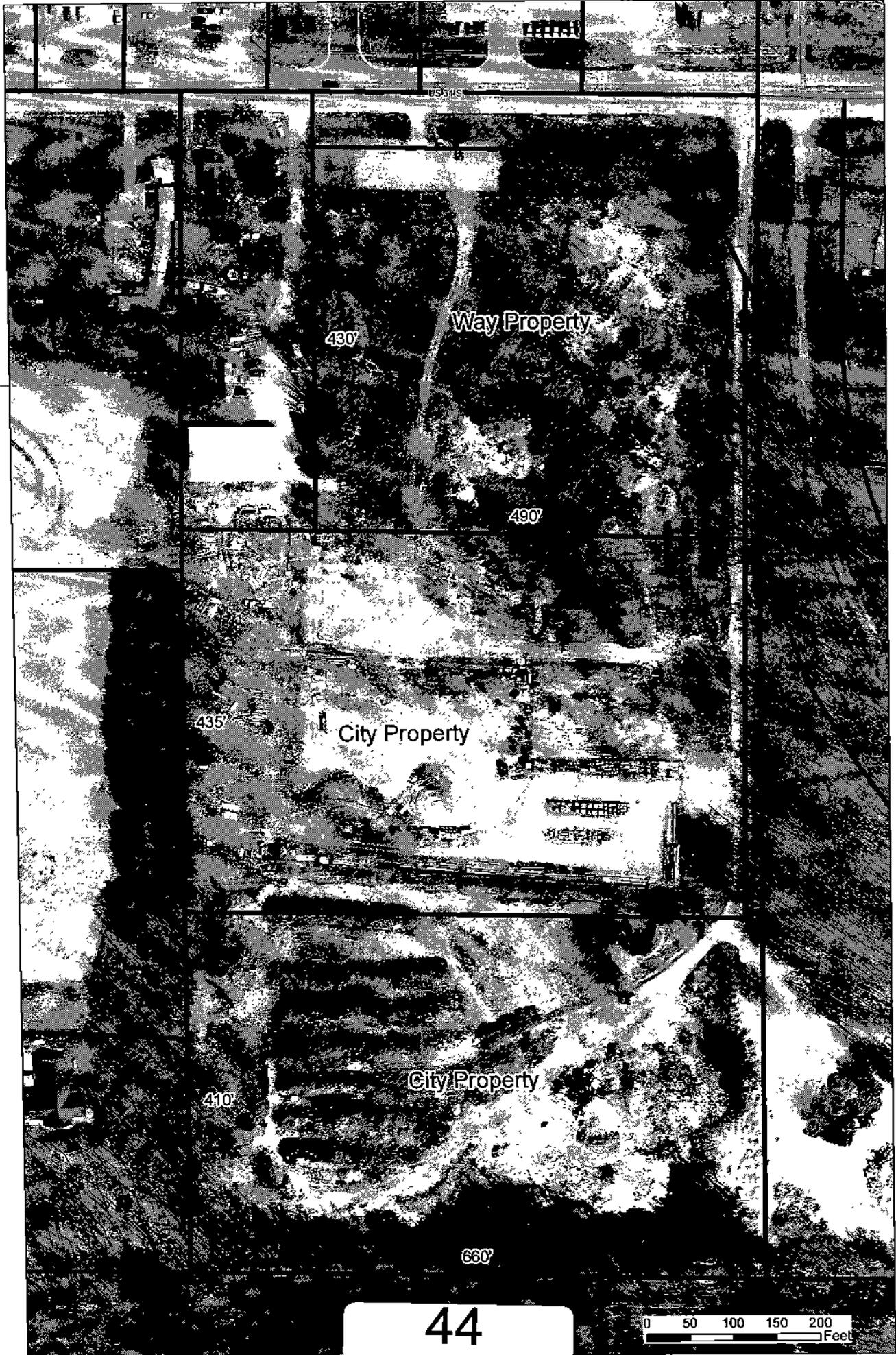
**AGENTS**



**Mark D Snyder**  
 Cell#: 231-675-7711  
 Pat O'Brien & Associates  
 128 Water St.  
 Boyne City MI 49712  
 Office: 231-582-1700  
 mark-snyder@live.com  
 www.marksnyderhomes.com



The information is deemed reliable, but not guaranteed. This listing may be that of another office and/or agent who participates in the MLS. Any comments or questions should be directed to the listing agent. Equal Housing Opportunity logo applies only to the Equal Housing Opportunity logo.



US 318

Way Property

430'

490'

435'

City Property

410'

City Property

660'

44

0 50 100 150 200 Feet

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve Michigan Recreation Passport Grant for Playground Equipment at Michigan Beach Park

**DATE:** April 6, 2015

**PRESENTED BY:** Tom Kirinovic

**ATTACHMENTS:** Michigan Recreation Passport Grant Program: Development Project Agreement  
Project's Legal Description  
Project's Location Map  
Proposed Resolution

**BACKGROUND INFORMATION:** Former Recreation Director Amanda Wilkin applied for a grant from the Michigan Recreation Passport Grant Program. In mid-December 2014, the Recreation Department was awarded a grant for new playground equipment at Michigan Beach. The total amount of the grant was \$67,500. The City of Charlevoix will contribute \$22,500 in funds towards this project. The Michigan Department of Natural Resources requires a signed Development Project Agreement before the grant can be awarded to the City of Charlevoix. The Development Project Agreement has been reviewed and approved by City Attorney Scott Howard. A signed copy of the Development Project Agreement is due to the Michigan Department of Natural Resources on April 21, 2015.

The City of Charlevoix is committed to seeking private donations, grants, and other revenue sources including: the Charlevoix County Recreational Millage to assist in meeting our local match. In addition, any work for this project that would be done by our DPW staff, will be counted toward our local match. Finally, please be aware that the completion deadline for the project is March of 2017.

**RECOMMENDATION:** The Recreation Department recommends approving the resolution for the Development Project Agreement.

**Motion:** To authorize the City of Charlevoix to accept the terms and conditions of the Michigan Passport Grant Program and allow for the Mayor and City Clerk to sign the proposed agreement.



Michigan Department of Natural Resources - Grants Management  
**MICHIGAN RECREATION PASSPORT GRANT PROGRAM  
DEVELOPMENT PROJECT AGREEMENT**

**Project Number: RP14-0087**

**Project Title: Playground at Michigan Beach Park**

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of Charlevoix IN THE COUNTY OF Charlevoix County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Director of the Department to receive a grant. In PA 252 of 2014, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 04/21/2015.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number RP14-0087 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is 02/20/2015 through 03/31/2017, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
  - Play Equipment (including surfacing)
  - Landscaping
  - Pathway - 6' - 8' wide
  - Handicap parking signs
  - Bench Wall
6. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to **Sixty-Seven (67%) percent of Sixty-Seven Thousand Five Hundred (\$67,500.00) dollars**, which is the total eligible

cost of construction of the project facilities including engineering costs, but in any event not to exceed **Forty-Five Thousand (\$45,000.00) dollars.**

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Sixty-Seven (67%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Twenty-Two Thousand Five Hundred (\$22,500.00) dollars** in local match. This sum represents **Thirty-Three (33%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 20 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall

not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2015 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
  9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a written progress report every 180 days during the project period.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been

executed or construction by force account labor has begun. For grants \$15,000 or less, reimbursement should be submitted for entire amount at completion of the project.

- c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 6/30/2017. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2017, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
  11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
  12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
  13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
    - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
    - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
  14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
  - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
  - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against

such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,;
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this

**Agreement.** The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_  
(date)  
\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

WITNESSED BY

SIGNED

By \_\_\_\_\_

1) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

2) \_\_\_\_\_

Date \_\_\_\_\_

Grantee's Federal ID#

00-0000000

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED

WITNESSED BY

By \_\_\_\_\_

1) \_\_\_\_\_

Title: Manager, Grants Management

2) \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

3/9/2015

Details for Item: 052-227-041-00

3/9/2015 10:00:00 AM  
3/9/2015 10:00:00 AM  
3/9/2015 10:00:00 AM



**Property Address and Owner Information**

**Property Address:** 97 GRANT ST  
CHARLEVOIX, MI 49720

**Additional Address:** 95 GRANT ST

**Owner Information:** CITY OF CHARLEVOIX  
210 STATE ST  
CHARLEVOIX, MI 49720-1393

**Taxpayer Information:** See Owner Information

**Property Information**

**Property Class:** 090 - TAX EXEMPT  
**School District:** 15050 - CHARLEVOIX

**P.R.E. Percentage:** 0%

**2014 Assessment:** \$0  
**2014 SEV:** \$0  
**2014 Taxable Value:** \$0

**2013 Assessment:** \$0  
**2013 SEV:** \$0  
**2013 Taxable Value:** \$0

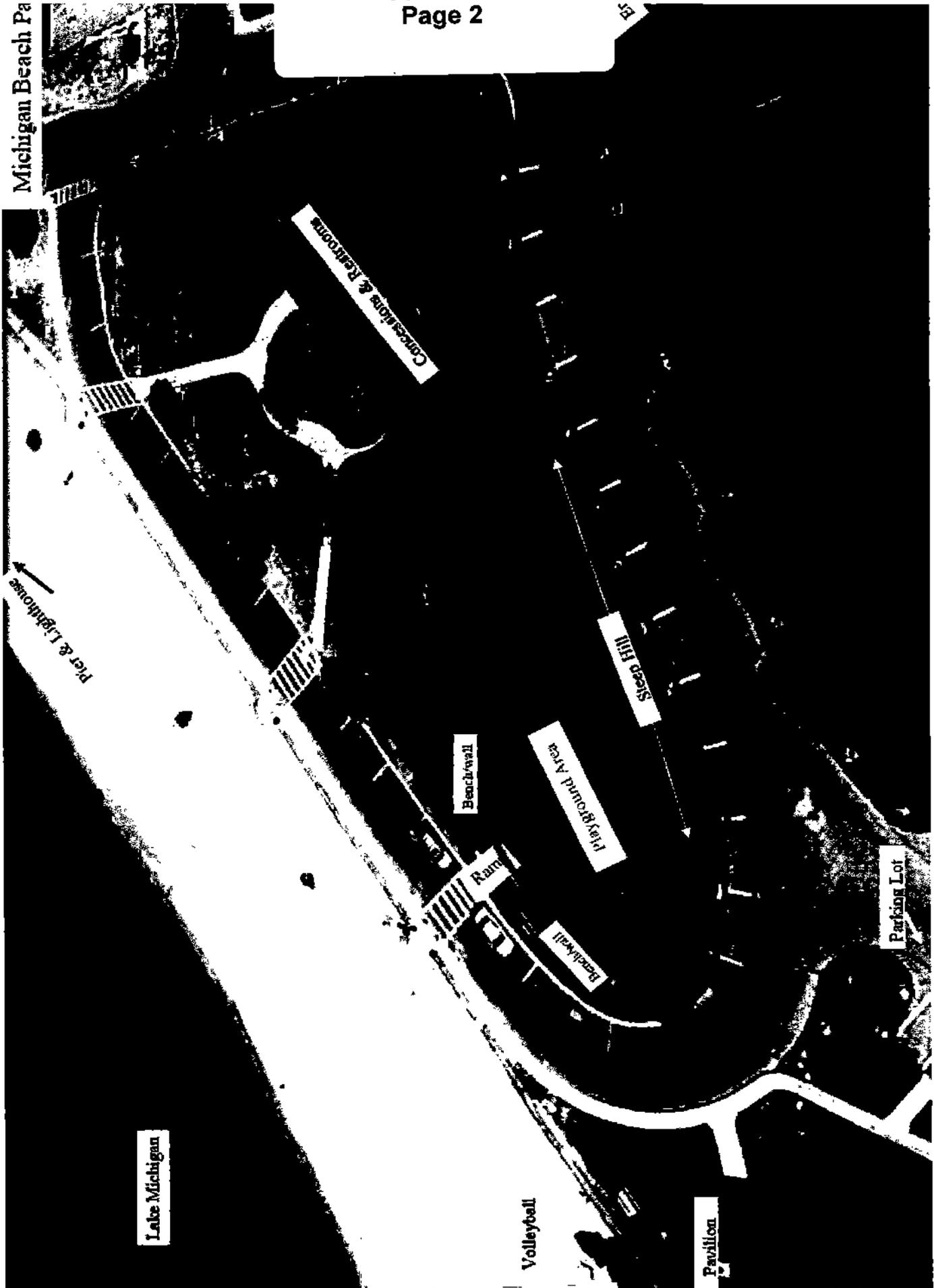
**Legal Information**

BEG W'LY LINE GRANT ON SH LK MICHIGANW'LY ALG SHORE TO CORP LIMITS OF CITY S ALG CORP  
LIMITS TO N LI PARK E'LY ALG PARK TO GRANT N TO POB BEING PT OF SEC 27 T34N R8W

Powered by Community Center™ software from the [Land Information Access Association](#)

APPENDIX B  
BOUNDARY MAP OF THE PROJECT AREA

**See attached**



**Michigan Beach Park Playground Site Map**  
Existing park amenities in black and proposed park additions in Blue X and Red X

APPENDIX C

RECREATION GRANT APPLICATION RP14-0087

(incorporated herein by reference)

**CITY OF CHARLEVOIX  
RESOLUTION NO. 2015-04-xx**

**A RESOLUTION IN SUPPORT OF MICHIGAN PASSPORT GRANT FOR PLAYGROUND EQUIPMENT  
AT MICHIGAN BEACH PARK**

- WHEREAS,** the City of Charlevoix wishes to erect new playground equipment at Michigan Beach Park; and
- WHEREAS,** the Charlevoix Recreation Department applied for a grant from the Michigan Department of Natural Resources; and
- WHEREAS,** the Michigan Department of Natural Resources - Grant Management (known as DEPARTMENT) has awarded the City of Charlevoix a Michigan Recreation Passport Grant in the amount of \$67,500; and
- WHEREAS,** the City of Charlevoix agrees to contribute \$22,500 in funds toward the project.

**THEREFORE BE IT RESOLVED,** that the City of Charlevoix, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Charlevoix does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Twenty-Two Thousand Five Hundred dollars (\$22,500) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

RESOLVED this 6th day of April, A.D. 2015.

Resolution was adopted by the following yea and nay vote:

Yeas:  
Nays:  
Absent:

**CHARLEVOIX CITY COUNCIL**

**AGENDA ITEM**

**AGENDA ITEM TITLE:** LED Streetlight Purchase

**DATE:** April 6, 2015

**PRESENTED BY:** Don Swem

**ATTACHMENTS:**

**BACKGROUND INFORMATION:**

Back in January Council approved the purchase of 110 LED Retrofit Kits for the downtown decorative streetlights. In order to try them out we purchased 75 of the kits and installed them a few weeks ago. They fit well, were easy to install, and in my opinion look very good, so we are planning to do the rest. It turns out that these same retrofit kits will fit a lot of our other teardrop style lights in the City, so because of the success we are having I would like to continue with the work by buying 113 more kits (beyond the 75 we already bought).

The price is the same as in January, \$322 per kit, for a total of \$ 36,386.00. The budget includes \$100,000 for LED Streetlight Upgrades so this is well within that amount.

Putting up these kits wherever possible maximizes our energy savings and greenhouse gas reductions. As mentioned in January, the Lumecon LED light is designed to last more than ten years with no maintenance, with a ten year warranty that guarantees that the light will not dim more than 30% in that time.

If we complete these 113 replacements combined with the previous 75 kits, we will cut power consumption by an estimated 41,500 kWh per year, and this energy savings will generate enough dollar savings that the investment will be fully paid back within 6 years. In addition, this is equivalent to removing 8 cars from the road every year, or saving 93 barrels of oil from being burned (see attached). It would prevent over 85,000 pounds of Carbon Dioxide, 132 pounds of Nitrogen Oxide, and 376 pounds of Sulfur Dioxide from being released to the atmosphere each year.

**RECOMMENDATION:**

It is asked that Council approve the purchase of up to 113 of the Lumecon Retro Kits at a total cost not to exceed \$ 36,386.00.

# SIEMENS

City of Charlevoix  
Streetlight Replacements  
Bridge Street  
Charlevoix, Michigan

Based on an expected annual savings  
of 41500 kWh of Fossil Fuel  
Generated Electricity

This will prevent the following greenhouse gases from being released into the atmosphere:



**87,773 lbs**  
Carbon Dioxide  
(CO<sub>2</sub>)



**132 lbs**  
Nitrogen Oxide  
(NO<sub>x</sub>)



**376 lbs**  
Sulfur Dioxide  
(SO<sub>2</sub>)

Your greenhouse gas emissions savings are equivalent to:



**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Approval of Job Descriptions

**DATE:** April 6, 2015

**PRESENTED BY:** Patty DeRosia, Human Resource Assistant

**ATTACHMENTS:** Seven (7) Job Descriptions for Various City Positions

**BACKGROUND INFORMATION:**

Job descriptions for all employees are approved by City Council. A review is done either on a periodic basis or at the time the position becomes vacant. This review helps ensure the descriptions accurately reflect the job duties, skills, knowledge, abilities, and requirements.

**RECOMMENDATION:** To adopt the seven (7) job descriptions as written.

- DPW - Mechanic - (Regular, Full-Time)
- DPW - Equipment Operator (Regular, Full-Time)
- Electric - Meter Reader (Regular, Full-Time)
- Recreation - Mt. McSauba Camp Director (Seasonal)
- Recreation - Mt. McSauba Assistant Manager (Seasonal)
- Recreation - Ice Rink Operator (Seasonal)
- Recreation – Groomer, Ice/Snow Producer, Tow Operator, Counter Attendant (Seasonal)

## CITY OF CHARLEVOIX

**Title:** Mechanic

**FLSA:** Non exempt  
**STATUS:** Full-time, union

**Department:** Department Public Works

**Reports To:** Superintendent, Department of Public Works

**Date:** April 6, 2015

### **Position Purpose**

Incumbent(s) is responsible for the maintenance and repair of and recordkeeping for all of the equipment within the motor pool and for associated equipment owned by the City.

### **Scope and Environment**

Incumbent(s) takes the lead role to ensure all repairs and preventive maintenance are performed at the correct intervals and provides support for replacement decisions. This is a skilled hands-on position requiring considerable mechanical skill and experience. The mechanic is responsible for maximizing the life span of expensive equipment and must be able to support the service needs of the department. Decisions can have considerable impact on City expenditures and its ability to serve the community. Incumbents generally work in a shop environment and /or outside where they may be exposed to varying weather conditions. Work environment includes exposure to toxic and caustic chemicals (degreasers and other solvents), noise, and fumes. Job functions require strict adherence to safety requirements. Individual(s) interact with internal users and must balance service requirements with safety and cost. Situations require tact in dealing with competing demands and communicating with internal customers.

### **Essential Job Functions**

- Perform skilled work necessary to maintain and repair equipment at various City facilities, such as diagnosing, adjusting, repairing or overhauling mechanical, hydraulic, and pneumatic equipment, assembling gear systems and aligning frames, etc.
- Implement a comprehensive maintenance management program that ensures equipment operability but within the context of user/community service needs. Generate recurring preventive maintenance work orders consistent with manufacturers' recommendations. Schedule inspections, work, and/or recall orders with user department and ensure supplies/materials will be available when needed, monitoring inventory on a monthly basis. Ensure all repairs and maintenance performed in a safe manner and that they are consistent with the manufacturer's safety manuals, i.e., lock-out/tag-out communication, confined/hazardous space identification, safe handling of chemicals, etc. Ensure all work is properly documented.
- Perform corrective/*ad hoc* repairs, including emergency field assistance. Coordinate service schedule with operating staff, communicating changes, etc.
- Train equipment operators in the proper/safe operation of equipment, daily checks of fluid levels, lubrication requirements, checks for wear, and other preventive maintenance tasks.
- Research; assess cost effectiveness, and order parts and materials needed to perform mechanical work for either scheduled or emergency repairs/maintenance. Maintain an inventory list that identifies critical spare parts and frequently used supplies. Assist the

Superintendent with establishing the appropriate budget level for maintenance and repair. Perform repair and maintenance within allotted budget.

**Minimum Qualifications**

- High school diploma or equivalent
- Michigan driver's license (CDL2) and good driving record
- Minimum five years experience as a lead mechanic, including recordkeeping, inventory, and budgeting responsibilities – relative to a mechanics shop.
- Ability to troubleshoot, diagnose, and repair difficult mechanical issues on equipment ranging from light duty vehicles to heavy equipment, such as fire trucks and EMS.
- Safety orientation

**Preferred Qualifications**

- State of Michigan Mechanic Certification or ability to become state certified within 90 days.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change.

City Council Approval:

## CITY OF CHARLEVOIX

**Title:** Equipment Operator **FLSA:** Non exempt  
**STATUS:** Full-time, union

**Department:** Department Public Works

**Reports To:** Superintendent, Department Public Works

**Date:** April 6, 2015

### **Position Purpose**

Incumbent(s) performs construction and maintenance work involving the safe and efficient operation of light and heavy duty equipment and vehicles, and power-driven equipment (see equipment list below under minimum qualifications).

### **Scope**

Incumbent(s) provide manual labor, following basic routines and as directed by a supervisor during the construction, repair, and/or maintenance of City streets, sewers, parks, and cemeteries. Individuals must be able to work collaboratively/in support of other City departments. Position involves considerable physical strength and manual dexterity. Incumbents work outside/exposed to varying weather conditions and unpleasant work situations, e.g., dirt, noise, sanitary sewer material and odors, etc. Job functions require strict adherence to safety requirements. Individual(s) work in the Charlevoix community where they may interact with visitors and residents. Consequently, workers are expected to present a courteous and positive image of the City of Charlevoix at all times. More experienced operators shall be required to supervise 2-3 less experienced crew members.

### **Essential Job Functions**

Operate equipment and perform manual labor to complete any task that may arise from maintenance of streets, parks, beaches, cemetery, recreational facilities, sanitary sewer system, storm drainage system, sidewalks, and curbs.

Responsible for the safe and efficient operation of a variety of light and heavy equipment, such as trucks, snow plows, underbody blade trucks, tractors, loaders, backhoes, catch basin cleaners, sewer jet equipment, brush chippers, leaf vacuums, and similar power equipment. Operate rollers, pumps, air compressors and hammers, compactors, etc., as required. Change attachments to equipment as required. Fuel and clean equipment. May assist in maintaining equipment/performing light repair.

Perform shoveling, digging, backfilling, hauling and loading operations, e.g., may load and haul sand and gravel. Haul tables (up to 220 lbs.), benches, and garbage barrels and bags (up to 60 lbs.).

Perform sidewalk, curb, and gutter construction, maintenance, and repair, e.g., construct forms, pour and finish concrete.

Perform street cleaning; perform street maintenance and repair, patch pavement and finish concrete and asphalt as required.

Maintain appearance of streets, parks, cemetery, et al. Perform leaf, grass, and brush pickup. Cut trees and brush (up to 24" in diameter) with chain saws. Mow grass in parks, cemeteries, and other public areas. Operate push mower and front deck mower on inclines and uneven ground. Weed whip, etc.

Plant trees manually (2-3' below ground and lifting up to 150 lbs.).

Assist in the cleaning and maintenance of sanitary sewers and the installation, cleaning, and maintenance of culverts. For this purpose, may climb in and out of manholes and excavations during sewer repairs, water or storm line repairs.

Install signs and posts, requiring digging post holes or pounding posts in place with pneumatic jack hammer, climbing on ladders and working "overhead."

Perform snow removal manually and operating snow removal equipment.

### **Minimum Qualifications**

- High school or equivalent
- Michigan Driver's license with CDL endorsement (or ability to obtain one within 60 days) and a good driving record
- Minimum of one year experience operating light and heavy duty equipment (i.e. zero turn lawn mowers, leaf vacuum, chipper, dump trucks, backhoes, loaders, forklifts, tractors, etc.).
- Ability to follow oral and written instructions.
- Manual dexterity and the ability to perform strenuous work outdoors and under adverse weather conditions. Ability to lift up to 150 lbs.
- Mechanical aptitude and the ability to operate light and heavy equipment effectively and safely.

### **Preferred Knowledge, Skills and Abilities:**

- Some masonry experience.
- Knowledge of turf/basic landscape principles.
- General knowledge of plumbing and heating and facilities/building maintenance.
- Knowledge of sanitary sewers and storm sewers.
- Certification with pesticide application.
- Irrigation systems from wells and domestic water.
- Technical trouble shooting of controllers, pumps, and variable frequency drive motors.
- General knowledge of computers and internet research capabilities

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change.

City Council Approval:



## CITY OF CHARLEVOIX

**Title:** Mt. McSauba Camp Director

**FLSA:** Exempt, Salaried  
**STATUS:** Seasonal Summer

**Department:** Recreation

**Reports To:** Recreation Director

**Date:** April 6, 2015

### **Position Purpose and Objectives**

Oversee all aspects of the Mt. McSauba Camp to ensure that it is operational and safe for all campers. Create, coordinate, and implement a variety of programs suitable for day camp participants. Supervise all camp staff to ensure that they are fulfilling job responsibilities and maintaining a safe environment.

### **Scope/Environment**

Works under the general supervision of the Recreation Director and exercises day-to-day supervision over approximately seven camp counselors and custodial staff. Directs weekly summer camp activities that include swimming, field sports, and arts and crafts on the 80+ acre lakefront property. Works in all types of summer weather.

### **Essential Job Functions**

- Direct day-to-day operations of camp.
- Coordinate and implement a variety of programs including physical fitness activities, the arts, nature education, and other activities that maintain the children's interests and broaden their knowledge.
- Implement and enforce safety standards.
- Supervise personnel on day-to-day basis and schedule day camp counselors, adjusting staffing levels based on demand and weather.
- Participate in budget preparation and monitor approved budget for adherence.
- Resolve problems and keep superiors apprised of incidents, etc.

### **Knowledge, Skills and Abilities Required**

- Minimum of five years previous camp experience or equivalent in the field of education.
- Minimum one year supervisory experience, including staffing and scheduling.
- Excellent interpersonal and public relations skills, including the ability to interact with children and parents.
- Able to work outdoors in all types of summer weather.
- Must be able to withstand activities in the water for up to one hour at a time and be able to swim.
- Working familiarity with budget preparation and accounting.
- Resourceful, self-starter.
- Positive attitude.
- Patience working with people of all ages and abilities.
- Ability to project a courteous and positive public image of the City of Charlevoix.

### **Certifications**

- Current Red Cross Certification or equivalent to Community First Aid and Safety Course.
- Ability to pass a fingerprint background check

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council Approval:

## CITY OF CHARLEVOIX

**Title:** Mt. McSauba Assistant Manager

**FLSA:** Exempt  
**STATUS:** Seasonal

**Department:** Recreation

**Reports To:** Mt. McSauba Manager

**Date:** April 6, 2015

### **Scope and Environment**

Operates under general supervision of Mt. McSauba Manager. Works outdoors in wintry weather conditions (day or night). Interaction with children and parents requires patience and maturity.

### **Position Purpose and Objectives**

Assist the Mt. McSauba Manager with all aspects of the Mt. McSauba ski area to ensure that it is operational and safe for all clients. Maintain all equipment on a daily and annual basis, as well as all preparation needed to open and close out each snow season. Assist Manager in supervising all ski area employees and ensures that they are fulfilling their job responsibilities and maintaining a safe environment. The Assistant Manager fulfills all responsibilities when the Manager is absent. Provide ski and/or snowboard lessons to ski area clients of a diverse age and ability level in a safe manner. Teach and model good safety procedures and equipment.

### **Essential Job Functions**

- Operate and maintain all ski area equipment - snowmaking, water pump station operation, grooming, shovels, tow ropes
- Maintain all buildings and equipment; ensure lodge is neat and clean
- Design and maintain the Terrain Park
- Assist with making and maintaining ice at the rink
- Set up, manage, track, and fit all rental equipment for daily rentals and ski school
- Adjust and fit customers personal ski and snowboard equipment as needed
- Coordinate all scheduling of ski school classes and supervise staff
- Coordinate staffing levels based on demand and weather
- Teach proper techniques appropriate to client level; respect individual abilities
- Teach proper ski etiquette
- Teach and follow appropriate ski/snowboard safety procedures
- Build confidence in each skier
- Enforce ski area rules.
- Alert to emergency situations. Notify ski patrol/supervisors in emergency situations
- Inform Manager of any incidents/problems immediately
- Assist Manager with budget development and monitoring
- Supervise entire area to keep safety first
- Keep ski area in compliance with the State of Michigan Ski Area Safety laws
- Enforce ski area rules on a consistent and fair basis following protocol
- Notify ski patrol and/or supervisors in emergency situations
- Report any incidents/problems immediately

### **Knowledge, Skills and Abilities Required**

- Able and willing to work outside in all kinds of winter weather
- Able to walk up and down snow covered ski slopes
- Able to lift up to 50 pounds and carry the load short distances
- Able to use snow shovels, brooms, mops, and other simple hand tools
- Able to prepare and monitor budgets and other financial data

- Demonstrate excellent public relations and communication skills
- Knowledge of and ability to operate all Mt. McSauba mechanical equipment properly
- Knowledge of applicable state and federal safety laws, ski area rules and protocols
- Excellent supervisory skills, especially scheduling
- Able to work flexible hours

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position. City Council Approval:

## CITY OF CHARLEVOIX

**Title:** Ice Rink Attendant                      **FLSA:** Non-exempt  
**STATUS:** Seasonal

**Department:** Recreation

**Reports To:** Mt. McSauba Manager

**Date:** April 6, 2015

### **Scope & Environment**

Works outdoors and indoors in busy and often noisy area. Interaction with children and parents requires maturity to maintain professional customer service. Work schedule is based on weather.

### **Position Purpose and Objectives**

Operation of ice rink includes collection of funds, skate rentals, and tracking of City vs. Township usage. Ensure rental area is organized. Contribute to a safe work environment and project a courteous and positive image of the City of Charlevoix to the public.

### **Essential Job Functions**

- Compute charges and receive payments
- Prepare and distribute skater usage information
- Enforce skate rules
- Provide information
- Help maintain a clean warming area when not busy with other duties
- Build and maintain a small, contained warming fire near the warming shack

### **Knowledge, Skills and Abilities Required**

- Able to make change
- Excellent public relations, customer service, and communication skills
- Experience and patience working with people of all ages and abilities
- Posses an understanding of skate area rules
- Able to work flexible hours, including special events

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council Approval:

## CITY OF CHARLEVOIX

**Title:** Groomer/Snow & Ice Producer/Tow Operator/Counter Attendant

**FLSA:** Non-exempt

**Status:** Seasonal-On Call

**Department:** Recreation

**Reports To:** Mt. McSauba Manager/Assistant Manager/Designee

**Date:** April 6, 2015

### **Scope & Environment**

Operates under general supervision of Mt. McSauba Manager. Works outdoors in wintry weather conditions (day or night) or indoors in busy and often noisy area. Interaction with children and parents requires maturity to maintain professional customer service.

### **Position Purpose and Objectives**

Ensure ski area is appropriately prepared and safe for the needs and enjoyment of ski area clients. Make snow and ice when necessary. Ensure rope tow operating safely and effectively for skiers. Operation of lift ticket office including collection of funds, ski rentals, and tracking of City vs. Township usage. Ensure counter and rental area is organized. Contribute to a safe work environment and project a courteous and positive image of the City of Charlevoix to the public.

### **Essential Job Functions**

- Operate snow making/grooming equipment
- Groom all runs on an "as needed" basis
- Run snow guns and ice making equipment
- Move snow guns
- Ensure all equipment in good working order and operated in a safe manner
- Operate rope tow for skiers
- Monitor rope tow operations
- Conduct safety inspections of work site to ensure safety of skiers
- Shut down tows when necessary
- Sign daily book with temperature and snow conditions
- Enforce ski area rules
- Compute charges and receive payments; operate cash register
- Prepare and distribute skier usage information
- Track transactions and number of customers electronically
- Answer telephone to provide information
- Take reservations for ski/snowboard lessons
- Help maintain a clean lodge area when not busy with other duties
- Alert to emergency situations and notifies ski patrol/supervisors in emergency situations
- Inform manager of any incidents/problems immediately
- Operate heavy equipment to keep the snow conditions safe for all skiers

### **Knowledge, Skills and Abilities Required**

- Able and willing to work outside in all kinds of winter weather
- Able to walk up and down snow covered ski slopes
- Able to operate and maintain snow making/grooming equipment
- Able to lift up to 50 pounds and carry the load short distances

- Able to use snow shovels, brooms, mops, and other simple hand tools
- Possess an understanding of ski area rules and safety requirements
- Demonstrate excellent public relations and communication skills
- Possess experience and patience working with people of all ages and abilities
- Able to operate a cash register and make change
- Excellent public relations, customer service, and communication skills
- Experience and patience working with people of all ages and abilities
- Able to operate a cash register and make change
- Understanding of ski area rules
- Able to work flexible hours

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council Approval:

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Consideration to Approve a new Finance Clerk/Deputy Clerk Job Description  
**DATE:** April 6, 2015  
**PRESENTED BY:** Patty DeRosia, Human Resource Assistant  
**ATTACHMENTS:** Finance Clerk/Deputy Clerk Job Description, dated April 6, 2015

**BACKGROUND INFORMATION:**

With the departure of the Accounts Payable/Accounts Receivable Clerk, we are proposing that we abolish the position and establish a new position entitled Finance Clerk/Deputy Clerk that can perform the accounts payable and accounts receivable duties, Deputy Clerk duties and back-up the payroll duties currently performed by the Assistant Treasurer. Payroll is a critical function of the Treasurer's office and it is imperative that we have a back-up in the event that the Assistant Treasurer is unavailable to process employee payroll warrants.

Because the payroll duties are highly confidential (payroll, garnishments, suspensions, etc.) we will need to establish this position as a non-union position. This change has been communicated to the Communications Workers of America (CWA) President and is consistent with the CWA contract.

**RECOMMENDATION:** Motion to approve the new Finance Clerk/Deputy Clerk Job Description.

## CITY OF CHARLEVOIX

**Title:** Finance Clerk/Deputy Clerk

**FLSA:** Non-Exempt  
**STATUS:** Full-time, Non-Union

**Department:** Treasurer

**Reports To:** Treasurer

**Date:** April 6, 2015

### **Position Summary**

The incumbent of this position processes and monitors all City expenditures. Bills and tracks all payments and receivables except utilities. The A/P-A/R Clerk maintains insurance files and assists the Treasurer with financial duties as directed. In addition, as primary backup, this individual assists the City Clerk with election-related responsibilities, City Council minutes and others as required, receipt of bids, and cemetery records. Also, as primary backup, this individual assists the Assistant Treasurer with handling payroll functions as needed.

### **Scope**

Operates under the supervision of the Treasurer and the City Clerk. With the exception of utilities, this individual is responsible for A/P and A/R totaling approximately \$15M total. For this purpose, the incumbent has considerable contact with other Treasurer's staff, department heads, contractor and vendor representatives, voting officials, and the general public. Duties require confidentiality, tact, and discretion to research and resolve issues. Considerable attention to detail and careful time management are also required to meet deadlines and to respond to issues in a timely manner. The incumbent operates a PC and standard office equipment. Work is performed in a cubicle/office environment. Concentration may be interrupted by phone calls and office back-up responsibilities (walk-ins at counter), including support for the City Clerk.

### **Essential Job Functions**

#### **Office of the Treasurer (75%):**

##### ***Accounts Payable***

- Maintain currency of vendor files, including terms of payment, payment dates, etc. Prepare purchase orders.
- Receive and verify invoices and requisitions for goods and services. For this purpose, also monitor/reconcile use of City credit cards. Verify that transactions comply with financial policies and procedures. Prepare invoice batches and data entry of this information. Process backup reports and monitor for accuracy. Correct errors. Manage/maintain accuracy of A/P check run(s). Prepare requests for "special run" checks as required and as allowed by policy. Record data for annual capitalization process.
- Send W-9 requests to vendors and prepare 1099s at year end.
- Archive previous year accounts payable files and prepare new files for current year.

##### ***Accounts Receivable***

- Oversee the preparation and distribution of ambulance service billings as well as delinquent notices. Coordinates billing issues between the Fire/Ambulance Department and the ambulance billing service.
- Receive and/or prepare service (non-utility) billings as well as delinquency notices to include but not limited to sewer connections, burials, water testing, ambulance service and other fees for service. Track and record status of payments received to the Quick Books software and insure that accounts balance and match the General Ledger.
- Maintain currency of insurance coverage files and process City claims against liability and property coverage. File workers' compensation claims and interact with City & State

employees, vendors, and Human Resources as necessary. Maintain posting of OSHA Log of Work-related Injuries & Illnesses.

- Compose/prepare required reports, notices, and related correspondence.
- Update and document processes in area of responsibility. Maintain various files and records according to legal requirements and the City's record retention schedule.

### **Payroll**

- Assist/backup with setting up new and/or terminating departing employees on the payroll system, coordinating efforts with HR and, as required, with external benefit administrators. Initiate/terminate automatic deposits as elected.
- Assist/backup the maintenance of employee payroll information, including changes to pay rate, taxes, voluntary and involuntary/statutory deductions, special allowances, addresses, and employee status. Apply approved levies and/or garnishments. Update system annually to reflect changes to City benefit rates and Federal/State tax schedules, etc.
- Assist/backup with the review of timesheets for compliance with personnel policies and/or contracts. Troubleshoot issues with employees, supervisors, and HR. Track and maintain leave time accruals and adjustments. (Generate year-end/calendar report of time and service.)
- Assist/backup with entering time and other adjustments, including approved advances, and military or jury pay, etc. Prepare and process payroll and special pay runs. Balance earnings and deduction totals. Calculate general ledger entries of payroll and withholdings including designated accounts payables in order to generate checks. Inspect check registers and standard reports for errors, initiating correction/manual checks as necessary. Distribute/mail payroll and other checks.
- Assist/backup with monitoring insurance and other deduction reports for changes, such as "catch-up" deductions. Coordinate adjustments with broker/external benefit reps as necessary. Generate special reports for City management. Prepare and file biweekly, monthly, quarterly, annual, or other external/statutory reports, verifying same for accuracy: FIT, SIT, FUTA, 941, ICMA, MERS, W2s, 1099s, et al. Gather data for financial statements.
- Assist/backup with responding to authorized requests for time and pay data for former or current employees who apply for unemployment and workers' compensation benefits, respectively. Coordinate responses with HR. Maintain a record of workers' comp lost time and contribute to OSHA Log of Work-related Injuries & Illnesses.
- Assist/backup with recording all bank deposits and disbursements (\$6-7 million) to the general ledger and reconcile City's multiple bank statements. Handle all on-line banking and business express functions. Responsible for Act 51 reporting, equipment schedule, and EFB calculation.
- Assist/backup with the maintaining the general ledger, including journal entries, bank reconciliations, and processes associated with preparation for the annual audit.

### **Other**

- Maintain general knowledge of Treasurer's functions in order to provide office services in the absence of the Treasurer and/or other office employees. Deputized to act in the absence of the Treasurer.
- Assist/backup with the updating and documenting of processes in area of responsibility. Maintain various files and records according to legal requirements and the City's record retention schedule.
- Research, compile, and prepare data for the annual budget, Capital Plan and financial audit as directed by Treasurer.

### **Office of the City Clerk (25%):**

- Primary duties include interaction with City staff and the general public.
- Process and record license applications and cemetery transactions. Maintain cemetery records via the automated records program.
- Compile and/or coordinate Freedom of Information Act (FOIA) requests with responsible departments and maintain copies of responses. Prepare and/or maintain records of public

notices, meeting minutes, deeds, and other mandated data. Assist City personnel in file retrieval.

- Assist with election related responsibilities.
- Make arrangements for Board of Review meetings. Attend Board of Review meetings in absence of Clerk, taking minutes as required.
- Maintain general knowledge of City Clerk's functions in order to provide support in the Clerk's absence. Deputized to act in the absence of the City Clerk.

#### **Minimum Qualifications**

- High school diploma or equivalent and completion of relevant college courses and/or training program(s) preferred.
- Five years of progressively responsible clerical, administrative, and/or accounting/bookkeeping experience, including some A/P and A/R experience. Public sector/municipal experience preferred.
- Knowledge of State and Municipal laws, rules and regulations as they pertain to the City Treasurer and City Clerk functions.
- Discretion and maturity of judgment.
- Strong organizational skills, including file management skills.
- Proficiency in Microsoft Office Suite, particularly WORD and EXCEL.
- Customer service orientation, including communication and interpersonal skills.
- Versatility and the ability to multi-task under pressure: to perform tasks quickly and accurately.
- Ability to work effectively with contractors and vendors, local and State officials, fellow employees and the general public.
- Ability to meet deadlines.
- Ability to handle sensitive situations with the utmost confidentiality.
- Strong interpersonal skills, both written and oral, with regards to communicating with Council, Boards the general public and fellow employees.
- Ability to remain neutral when faced with volatile issues.
- Able to operate standard office machines, including personal computers.

#### **Certification**

- Ability to meet the standards required for bonding.
- Ability to meet the standards required to become a notary.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council approved:

**CHARLEVOIX CITY COUNCIL  
AGENDA ITEM**

**AGENDA ITEM TITLE:** Mayoral Appointments

**DATE:** April 6, 2015

**PRESENTED BY:** Joyce Golding, City Clerk

**ATTACHMENTS:**

**BACKGROUND INFORMATION:**

The City has one vacancy on the Downtown Development Authority expiring April 2015 for a four year term.

The City also has one vacancy on the Planning Commission as of April 2015 for a three year term.

Both the DDA and Planning Commission members are appointed by the Mayor.

**RECOMMENDATION:**

Motion to appoint/re-appoint xxx to the DDA, term expiring April 2019.

Motion to appoint/re-appoint xxx to the Planning Commission, term expiring April 2018.