

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, June 16, 2014 - 7:00 p.m.

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

- I. **Invocation or Pledge of Allegiance**
- II. **Roll Call of Members Present**
- III. **Inquiry Regarding Possible Conflicts of Interest**
- IV. **Consent Agenda**
 - A. City Council Meeting Minutes – June 2, 2014 Regular Meeting PG 1-10
 - B. Accounts Payable Check Registers & Payroll Check Registers PG 11-22
 - C. Mayor Proclamation - Central Drug Store
- V. **Public Hearings**
- VI. **Reports**
- VII. **Requests, Petitions and Communications and Actions Thereon**
 - A. Airport Community Benefit Presentation PG 23-26
 - B. Consideration to Approve a Proposal from Prein and Newhof Regarding Engineering Construction Services for Wastewater Treatment Plant Upgrades PG 27-29
 - C. Consideration to Approve Bond Counsel Services for Wastewater Treatment Plant Upgrades PG 30-31
 - D. Discussion on Potential Earl Young Building Historic District PG 32-33
 - E. Discussion with Possible Approval of a Request for Proposal to Explore Partnerships or a New Management Structure for Mt. McSauba Recreation Area PG 34-40
 - F. Consideration to Approve a Resolution Approving MDOT Grant Agreement and Designating a City Official to Sign Agreement PG 41-71
 - G. Temporary/Seasonal Business License and Airport Ground Power Unit Fees PG 72-74
 - H. Discussion on Fact Sheet to Change City Charter for City Clerk Position PG 75-79
- 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 to Approve a Resolution Approving MDOT Grant Agreement and Designating a City Official to Sign Agreement PG 71
 - B. Temporary/Seasonal Business License and Airport Ground Power Unit Fees PG 74
- X. **Ordinances**
- XI. **Miscellaneous Business**
- XII. **Audience – Non-Agenda Input (written requests take precedent)**
- XIII. **Adjourn**

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CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, June 2, 2014 – 7:00 p. m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Deputy Mayor Lyle Gennett.

I. Pledge of Allegiance

II. Roll Call of Members Present

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

III. Inquiry Regarding Possible Conflicts of Interest
None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – May 19, 2014 Regular Meeting Minutes
- B. Accounts Payable Special Check Register – May 23, 2014
- C. Accounts Payable Check Register – June 3, 2014
- D. ACH Payments – May 16, 2014 – May 27, 2014
- E. Payroll Check Register – May 23, 2014
- F. Payroll Transmittal – May 23, 2014
- G. Certificate of Appreciation – Jim Jinsky
- H. Certificate of Appreciation – Larry Sullivan
- I. Charlevoix County Community Foundation – Grant Presentation
Maureen Radke, Program Officer, presented \$1,900 for 2014 Camp McSauba scholarships and \$14,500 for the construction of the Lake to Lake Trail.

V. Public Hearings

- A. Public Hearing: Ordinance to Establish City Code Regulating the Type of Acceptable and Prohibited Materials for Leaf/Brush Pickup

City Manager Straebel provided a brief overview of the item. The Street Department and other City Staff have been experiencing problems with property owners and renters placing unacceptable items curbside, such as tree stumps, concrete, bricks and other materials. These items were never intended to be part of the brush and leaf pickup program. They cause unnecessary blight and result in difficulties for the Street Department in completing timely pickup of acceptable materials, such as leaves and brush. This ordinance is necessary to clarify what is acceptable and not acceptable, and to provide the City a means of licketing offenders in the event that communication and warnings do not work. Staff's goal would be to communicate with property owners using outreach and warnings before issuing tickets. The ordinance, if adopted, will go into effect in 30 days.

Deputy Mayor Gennett opened the item to public comment at 7:04 p.m.

Julee Roth stated she would like to see the ordinance include when and how long debris could be left at the street. A set schedule for pickup in sections of the City would help alleviate unsightly, debris-lined streets.

Superintendent Elliott indicated that the ordinance was not meant to address all issues, but would help with the larger material that cannot be picked up with regular equipment.

Councilmember Porter suggested homes could share a common area on the street between houses for yard debris.

Marlene Glanz, who owns property downstate, explained her city's yard waste recycling process. Yard waste is collected in tall paper biodegradable bags and is put at the street along with household rubbish on pick up day.

Planner Spencer is concerned that limiting the time that people can put yard waste at the street will create blight in neighborhood yards. He would rather see yard waste in the street than in yards.

The Deputy Mayor closed the item to public comment at 7:16 p.m.

VI. Reports

City Manager Straebel reported that the City received a \$36,000 grant from the USDA to expand the fiber optic network in the Industrial Park. The installation of the network will be put out to bid in the next several weeks.

City Manager Straebel commended the Rotary Club for the improvements, including playground equipment, to Rotary Park on Carpenter Avenue.

The second stage of the Wi-Fi study has been funded by the DeVos family and the request for proposal will be completed in the next few weeks, with the assistance of the City's consultant John Childs.

The City has been experiencing issues with the Trout Stream and Superintendent Elliott is working to fix mechanical issues with the water pumps.

City Manager Straebel would like Council to consider an alternative Marina Expansion Committee membership than what was decided at a previous Council Meeting. He stated that the Keweenaw Star and Beaver Island Boat Company representatives would have specific business interests with regards to the marina expansion and may not provide an unbiased opinion. City Manager Straebel proposed that the committee membership include himself, Harbormaster Evans, Planner Spencer, CED Director Pearson and Councilmembers Brennan and Cole. The committee would work with the City's consultant Jim Muschell and would reach out to the Keweenaw Star and other marina businesses for their opinion and ideas.

Councilmember Porter recommended looking at extending the finger piers on Dock A to accommodate larger boats. This option will be added to the committee's scope of work.

Motion by Councilmember Gibson, second by Councilmember Brennan, to change the membership of the Marina Expansion Committee to include Councilmembers Brennan and Cole, City Manager Straebel, Harbormaster Evans, Planner Spencer and CED Director Pearson.

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

VII. Requests, Petitions and Communications and Actions Thereon

A. Charlevoix Public Library Annual Report

Val Meyerson, Library Director, presented the Charlevoix Public Library 2013 Annual Report.

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

B. Presentation by Substance Abuse Free Environment (SAFE) for Tobacco Free Parks & Beaches

SAFE is comprised of youth from Charlevoix and Emmet Counties. Susan Pulaski with SAFE presented a video regarding the need for our local parks and beaches to become tobacco free. SAFE promotes a 24/7 tobacco free school environment and their next project is to do the same at parks and beaches.

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

Councilmember Porter suggested scheduling a public hearing. City Manager Straebel will draft preliminary regulations for Council to discuss.

C. Consideration to Approve a Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Lake Charlevoix Trout Tournament

Kent Seymour, President of the Lake Charlevoix Area Trout Tournament, is hosting a fishing tournament from June 13 to June 15, 2014 and is asking Council to waive the parking fees for a practice fishing day on June 12th and for the tournament on June 13-15, 2014. Section 10.84 of Chapter 148 of the City Code permits the City Council to waive the fees.

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

Action by Resolution:

D. Purchase of New Ambulance

Fire Chief Ivan stated that the ambulance due to be replaced is a 1994 Chevrolet/Med Tech Ambulance. This ambulance has 70,900 odometer miles and is experiencing all of the issues of a 20 year old piece of equipment such as suspension, corrosion and engine problems.

The new ambulance was advertised for bids in the local papers, the specifications were posted on the City website, and specifications were sent to qualified vendors. Two bids were received and the lower bid, Osage Ambulance, came much closer to meeting the City's specifications. Two additional options are recommended which will still keep the cost of the ambulance within the budgeted amount. Life-saving equipment from the old ambulance will be moved to the new ambulance.

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

Motion by Councilmember Porter, second by Councilmember Gibson, to authorize the purchase of the Osage Ambulance from Kodiak Emergency Vehicles for \$135,914 (base price) plus two options, for a total cost of \$138,069.

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

E. Consideration to Support Grant Applications to Grand Traverse Band of Ottawa and Chippewa Indians

Per the Grand Traverse Band of Ottawa and Chippewa Indian's grant requirements, local governments must endorse all grant submittals.

There are two grant applications for Council's consideration. The Circle of Arts is seeking \$10,000 for improvements to their building with a \$10,000 local match from their organization. The second grant request is for \$8,000 to purchase 16 I-pads for Northwest Academy students. The Academy will match dollar for dollar with total project cost of \$16,000.

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

Motion by Councilmember Perron, second by Councilmember Brennan, to Support the Circle of Arts and Northwest Academy Grant Applications to the Grand Traverse Band of Ottawa and Chippewa Indians.

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

F. Consideration to Opt Out of PA 95

Michigan's Public Act 95 was signed into law last year to create the Low-Income Energy Assistance Fund (UEAF) within the State Treasury. This fund provides money to low income households for heating assistance. The Act requires the City Electric Utility to either participate in the fund or to officially opt out of participation. To participate, the City would be required to collect a surcharge of a dollar from retail billing meters every month and forward the money to the State fund. The second option is to opt out, which means the City would not collect any money and would not be a part of this fund. As a result, from November 1 to April 15, our customers would not be eligible for emergency assistance with their utility bills from this fund, and at the same time the City would be prevented from shutting off any residential service for non-payment. In 2013, Charlevoix opted out of this fund.

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

Motion by Councilmember Brennan, second by Councilmember Gibson, to opt out of Michigan's Public Act 95 in 2014, saving our electric customers a dollar each month.

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

G. Approval of an Outdoor Seating Area to Serve Food and Alcoholic Beverages for the Bridge Street Tap Room

Planner Spencer stated that the Charlevoix DDA has looked for ways to encourage outdoor dining throughout the DDA District. The Bridge Street Tap Room is seeking approval from City Council in the form of a resolution that would allow them to use a small area adjacent to their building for outdoor dining. This resolution is a requirement by the Michigan Liquor Control Commission (MLCC) in order to issue the proper permits for outdoor dining with alcohol.

The Bridge Street Tap Room would use barrier planters to distinguish an area of four to five tables for outdoor dining and prevent patrons from leaving the area with alcohol. Police Chief Doan has reviewed the site plan and does not see any issues with the proposal.

Phil Parr of the Bridge Street Tap Room stated that there would be no smoking in the outdoor area, as per state law. A security camera has been installed to monitor the area 24/7.

Deputy Mayor Gennett opened the item to public comment.

Aaron Wilkin suggested creating a 6-7 foot variance in front of businesses to accommodate more outdoor seating at other establishments. He expressed his support for the outdoor seating at the Tap Room.

Action by Resolution.

H. Concession Agreement Approval

Recreation Director Wilkin reported that Annie and Jack Russell submitted the only proposal to run the concession stand at Ferry Beach Pavilion for the summer of 2014. If accepted, they would pay a \$50 fee per month to the City. They have 50 years of experience in food service and have put together a suitable plan for the Ferry Beach concession stand as well as at Michigan Beach and the Carpenter ball fields.

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

Motion by Councilmember Brennan, second by Councilmember Gibson, to approve the Beach Concession Agreement between the City of Charlevoix and Northern Visions [Jack and Annie Russell].

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

I. Consideration to Approve Invoice from MDC Contracting

Public Works Superintendent Elliott recalled that the City had a two block section of water main on State Street that was damaged this winter due to the extreme cold weather. Due to the emergency situation and the need to supply water to the residents within this two block section, staff received an estimate from MDC Contracting and entered into a time and material agreement based on their published fee schedule for equipment and labor.

In addition to replacing the compromised water main, the City also upsized the pipe from the existing 4 inch cast iron to an 8 inch ductile iron. The new water main was installed based on current City standards and will not have to be upgraded when the larger State Street infrastructure project is completed.

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

Motion by Councilmember Brennan, second by Councilmember Perron to approve the MDC Contracting, LLC Invoice 14065 in the amount of \$52,997.38 for water main repairs.

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

J. Consideration to Approve Proposal from Rieth-Riley

Superintendent Elliott stated that, due to the frozen water mains and the subsequent repairs of those water mains, the City is now ready to re-pave the areas that were excavated. The City received two quotes for this work: one from MDC Contracting and one from Rieth-Riley. The pricing from both contractors is essentially the same; however, Rieth-Riley was able to commit to completing the work prior to June 1, 2014.

The proposal from Rieth-Riley is based on \$107 per ton plus a \$2,000 mobilization fee. City Staff estimates that it will take approximately 286 tons to complete the road repair work on Nettleton, Nichols and State Streets.

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

Motion by Councilmember Brennan, second by Councilmember Perron, to accept the Rieth-Riley proposal at a cost of \$107 per ton, plus a \$2,000 mobilization fee for repaving Nettleton, Nichols and State Street.

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

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

None.

IX. Resolutions

- A. Consideration to Approve a Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Lake Charlevoix Trout Tournament
Motion by Councilmember Brennan seconded by Councilmember Gibson, to approve the resolution to Waive Parking Fees for the Trout Tournament, as follows:

**CITY OF CHARLEVOIX
RESOLUTION 2014-06-01
WAIVE PARKING FEES FOR TROUT TOURNAMENT**

WHEREAS, the Lake Charlevoix Area Trout Tournament will be held on June 13, 14 and 15, 2014; and

WHEREAS, the Lake Charlevoix Area Trout Tournament is requesting that parking fees be waived for the tournament; and

WHEREAS, the Charlevoix Area Trout Tournament is requesting parking fees to be waived for a practice fishing day on June 12, 2014; and

WHEREAS, the City Code permits City Council to waive parking fees for special or public events;

BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX hereby waives parking fees for the Lake Charlevoix Area Trout Tournament from June 12 to June 15, 2014.

RESOLVED, this 2nd day of June, 2014, A.D.

Resolution was adopted by the following yea and nay vote:

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

- B. Approval of an Outdoor Seating Area to Serve Food and Alcoholic Beverages for the Bridge Street Tap Room
Motion by Councilmember Brennan, seconded by Councilmember Perron, to approve an Outdoor Seating Area to Serve Food and Alcoholic Beverages for the Bridge Street Tap Room, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2014-06-02
APPROVAL OF AN OUTDOOR SEATING AREA TO SERVE FOOD AND ALCOHOLIC BEVERAGES
FOR THE BRIDGE STREET TAP ROOM**

WHEREAS, in accordance with the Cool Cities initiatives, the City of Charlevoix is supportive of outdoor dining experiences, which provides restaurants an incentive to invest in Charlevoix and an enjoyable experience for our residents and visitors; and

WHEREAS, the City permits other restaurants to have outdoor seating on City property where patrons can be served food and alcohol, provided that this use is permitted by the Michigan Liquor Control Commission and the Michigan Department of Transportation; and

WHEREAS, the City finds that the sidewalk area adjacent to the building is unused and the outdoor seating area will not interfere with pedestrian movement; and

WHEREAS, the patrons of the Bridge Tap Room and the general public are not permitted to consume alcoholic beverages outside of the seating area unless it is during an event authorized by City Council; and

NOW THEREFORE, BE IT RESOLVED, that the City of Charlevoix authorizes the Bridge Street Tap Room to provide outdoor seating and to serve food and alcoholic beverages within that seating area based on the attached site plan.

RESOLVED this 2nd day of June, A.D. 2014.

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

X. Ordinances

- A. Ordinance to Establish City Code Regulating the Type of Acceptable and Prohibited Materials for Leaf/Brush Pickup
Motion by Councilmember Brennan, seconded by Councilmember Gibson, to approve Ordinance No. 765 of 2014, as follows:

**CITY OF CHARLEVOIX
Ordinance No. 765 of 2014**

**AN ORDINANCE TO CREATE CHAPTER 65 TO TITLE VI OF THE CHARLEVOIX CITY CODE TO REGULATE
MATERIALS INTENDED FOR COLLECTION BY THE CITY**

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Chapter 65 is added to Title VI of the City Code and shall read as follows:

6.100. Definitions.

As used in this Chapter, the following definitions shall apply:

- A. "Acceptable Vegetative Materials" shall mean leaves, branches of vegetative material not exceeding 12 inches in diameter or not exceeding 6 feet in length which are untreated by any chemical, perennial cuttings, grass clippings and any of the foregoing items that are chipped into pieces up to, but not exceeding 12 inches in either diameter or length;
- B. "Prohibited Materials" shall mean any material or object, organic or man-made that is not an Acceptable Vegetative Material. This includes, but is not limited to the following specific materials: concrete, bricks, asphalt, dirt, soil, sod piles, root balls, stumps, treated lumber, railroad ties, rocks, stones, any building or remodeling materials from interior or exterior construction or demolition projects and vegetative material of any type that is over 12 inches in diameter or over 6 feet in length.

6.101. Interpretation.

If any material can be classified as an Acceptable Vegetative Material as well as a Prohibited Material and the material is specifically listed as a Prohibited Material, then the material shall be deemed to be a Prohibited Material.

6.102. Prohibition.

No person shall place on private property or the public right of way Prohibited Materials for pick up or disposal by the City of Charlevoix.

6.103. Violation – Municipal Civil Infraction.

A violation of section 6.102 shall be a municipal civil infraction.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

Ordinance No. 765 was adopted on the 2nd day of June, 2014, by the Charlevoix City Council as follows:

Motion by: Councilmember Brennan
Seconded by: Councilmember Gibson
Yeas: Gibson, Perron, Porter, Brennan, Gennett
Nays: None
Absent: Cole

Joyce M. Golding

City Clerk

Norman Carlson

Mayor

XI. Miscellaneous Business

Councilmember Gibson requested that Treasurer Zielinski include a memo on the new City utility bills to remind dog owners to pick up after their pets.

Fire Chief Ivan stated that the state has changed how municipalities can control fireworks displays. He will review the mandated changes with Police Chief Doan and report back to Council. Special concern will be given to aerial paper lanterns which pose a serious fire risk.

One of Councilmember Gibson's goals last November was to improve the appearance of Michigan Beach Park. Planner Spencer stated there is a Parks and Recreation Master Plan and the City is proposing to have forestry university students develop a park management plan. Superintendent Elliott will investigate possible erosion in the parking area at Michigan Beach.

Planner Spencer stated he sent out 60-70 nuisance enforcement letters recently. The City is working with relatives at the Phillips property to address issues.

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

Julee Roth stated that no one was enforcing City ordinances. She suggested to Council that residents should be informed as to who to complain to if an ordinance is being violated. Planner Spencer stated that he should be contacted.

Valerie Snyder, candidate for Charlevoix Circuit Court Judge, shared her background and community involvement.

XIII. Closed Session

A. POLC Union Negotiations

Motion by Councilmember Porter, second by Councilmember Brennan, to go into closed session to discuss the POLC (Police Officers Labor Council) negotiations.

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

Council moved into closed session at 8:39 p.m.

Council resumed open session at 8:51 p.m.

XIV. Reconvene Meeting

A. Consideration to Approve Police Officers Labor Council (POLC) Contract

On May 21, 2014 POLC Union Employees voted to ratify the draft union contract. This tentative agreement was the result of mediation that took place on May 16, 2014. As in previous negotiations, the City did not include legal counsel in the negotiations and incurred minimal legal expenses.

The proposed three-year contract will be effective June 1, 2014 as this coincides with the beginning of a pay period. The contract establishes a 4% salary increase over three years with a 1% "Consolidation of Services Bonus" soon after ratification.

There is a 90%-10% City/Employee health insurance cost share (includes dental and vision as well as any taxes and fees associated with the Affordable Care Act). This replaces the "health insurance caps" the City has used in previous contracts. The contract also reduces the employee health care opt-out amount from \$3,500 to \$3,000. Additionally, the City has clarified contract language on overtime and other payroll issues.

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

Motion by Councilmember Brennan, second by Councilmember Gibson, to approve POLC Contract Dated June 1, 2014 – March 31, 2017.

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

XV. Adjourn

The Deputy Mayor stated if there were no objections, the meeting would adjourn.

There were no objections.

Meeting adjourned at 8:52 p.m.

Accounts Payable – 05/23/2014

AT&T	401.26	PRIORITY HEALTH	44,621.11
AT&T MOBILITY	72.22	STANDARD INSURANCE CO	1,380.67
CHARLEVOIX STATE BANK	3,699.20	VERIZON WIRELESS	56.74
DELTA DENTAL	4,514.90	VISION SERVICE PLAN	529.27
GREAT LAKES ENERGY	303.95	TOTAL	55,579.32

Accounts Payable – 06/03/2014

A.M. LEONARD INC.	254.95	LINDSAY LOU MUSIC LLC	1,000.00
AIRGAS USA LLC	155.48	LORMAN EDUCATION SERVICES	508.00
AMERICAN WASTE INC.	145.00	MANAGEMENT AND BEHAVIOR	267.50
ANYBATTERY INC.	392.16	MICHIGAN ELECTION RESOURCES	19.25
ARBOR DAY FOUNDATION	10.00	MICHIGAN MUNICIPAL ELECTRIC	30.00
ARCHAMBAULT, JON	400.00	MITCHELL GRAPHICS INC.	289.00
ASPLUNDH TREE EXPERT CO	1,852.20	NORTH COAST FASTENERS LLC	98.00
AT YOUR SERVICE PLUS INC	90.20	NORTHERN FIRE & SAFETY INC.	300.00
AUTO VALUE	1,516.19	NORTHERN LAKES	3,500.00
AVFUEL CORPORATION	31,288.61	NORTHERN MICHIGAN JANITORIAL	114.70
B & L SOUND INC	178.95	NORTHERN PUMP SERVICE INC.	4,716.93
BATTERY TECH STORE	122.75	NORTHERN SAFETY COINC	416.23
BC/BS OF MI REFUNDS	361.43	OLD DOMINION BRUSH	895.84
BLUETARP FINANCIAL	163.48	OMS COMPLIANCE SERVICES INC	123.75
CHARLEVOIX COTTAGE CARE INC.	120.00	ORBAN, BARBARA	80.00
CHARLEVOIX TOWNSHIP	300.00	PARASTAR INC.	935.60
CINTAS CORPORATION	108.07	PARR, PHILIP	500.00
COAST TO COAST COMPUTER	280.00	PEARSON, BETHANY	1,394.40
DCASSESSING SERVICES	4,291.92	PERFORMANCE ENGINEERS INC	220.00
DELL MARKETING L P	3,211.03	PETOSKEY BAND BOOSTERS	1,000.00
DeROSIA, PATTY	41.00	POLLARDWATER.COM - EAST	215.25
DOAN, GERARD	300.91	POLLUTION CONTROL SERVICES INC	16,984.75
DRAGON WAGON LLC	1,000.00	POWER LINE SUPPLY	4,745.91
DULTMEIER SALES	193.54	PREIN & NEWHOF	134,999.80
EATON CORPORATION	792.00	RÖLOFF, WILLIAM E.	350.00
EJ USA INC.	5,567.04	ROOTSTAND	1,000.00
ELLIOTT, PATRICK M.	41.00	S&W HEALTHCARE CORPORATION	126.56
ELLSWORTH FARMER'S EXCHANGE	85.00	SEAMAN, HEATHER	41.00
EMERGENCY MEDICAL PRODUCTS INC	81.70	SECURITY SANITATION INC.	133.04
ENERCO CORPORATION	58.89	SEELEY'S PRINTING SERVICE	101.10
ETNA SUPPLY	4,059.52	SEELYE EQUIPMENT SPECIALISTS	94.00
EVANS, HAL	41.00	SHINDORF BUILDERS	436.68
FERGUSON ENTERPRISES #2000	1,150.07	SIMPSON ELECTRIC INC.	102.00
FISHER SCIENTIFIC	161.73	SPENCER, MICHAEL	41.00
GBS INC.	357.6	STATE OF MICHIGAN	32,000.00
GINOP SALES INC	45.96	STATE OF MICHIGAN	95.00
GORDON FOOD SERVICE	222.36	STEIN, DONNA	17.09
GRAINGER	70.95	STEVENS, BRANDON	8.47
GRAND TRAVERSE GARAGE DOOR	155.00	STRAEBEL, ROBERT J.	41.00
GRP ENGINEERING INC.	772.54	SWEM, DONALD L.	41.00
HACH COMPANY	1,141.70	TEUNIS, STEVEN	41.00
HAGGARD'S INC	1,106.25	TROMBONES PLUS	1,000.00
HANKINS, SCOTT	41.00	UP NORTH PROPERTY SERVICES LLC	1,064.00
HARDY DIAGNOSTICS	171.16	USA BLUE BOOK	449.69
HARRELL'S	3,547.00	VALLEY TRUCK - GAYLORD	119.42
HEID, THOMAS J.	41.00	WARSTLER, JOHN	600.00
HOLIDAY COMPANIES	9,526.22	WELLER, LINDA	41.00
HOWLAND, JEFFERY H.	1,100.00	WHITLEY, ANDREW	8.98
HYDE SERVICES LLC	28.68	WHITLEY, STUART ROY	500.00
INDEPENDENT DRAFTING SERVICES	992.00	WILBERT BURIAL VAULT CO	735.04
IVAN, PAUL	41.00	WILKIN, AMANDA	41.00
JACK DOHENY SUPPLIES INC	193.99	WINDER POLICE EQUIPMENT	1,149.99
KENDALL ELECTRIC INC.	113.31	WOODY, SCOTT	41.00
KORTHASE FLINN	25.50	WORK & PLAY SHOP	1,677.38
KSS ENTERPRISES	170.12	YOUNG GRAHAM	3,739.00
LAKESHORE TIRE & AUTO SERVICE	116.00	ZIELINSKI, JOSEPH A.	41.00
LAVOIE, RICHARD	8.47	TOTAL	297,713.14

ACH Payments – 05/16/2014 – 05/27/2014

PAYMENT SERVICE NETWORK	764.00	IRS (PAYROLL TAX DEPOSIT)	34,463.75
MI PUBLIC POWER AGENCY	17,396.64	ALERUS FINANCIAL (HCSP)	280.00

STATE OF MI (WITHHOLDING TAX)	5,014.68	MERS (DEFINED BENEFIT PLAN))	25,798.24
VANTAGEPOINT (401 ICMA PLAN)	728.06	MICHIGAN PUBLIC POWER AGENCY	322,991.35
VANTAGEPOINT (457) ICMA PLAN)	12,266.48	TOTAL	419,703.20

PAYROLL: NET PAY

Pay Period Ending 05/17/2014 – Paid 05/23/2014

WELLER, LINDA JO	1,339.67	HAWKINS, JAMES S.	440.08
STRAEBEL, ROBERT J.	2,186.47	MCGHEE, ROBERT R.	1,092.66
GOLDING, JOYCE M.	1,020.25	STANTS, JACOB W.	573.54
DEROSIA, PATRICIA E.	855.59	BLOOMER, GABRIELLE J.	476.98
LOY, EVELYN R.	997.09	WILKIN, AMANDA J.	776.98
KLOOSTER, ALIDA K.	1,377.23	KLOOSTER, SUSAN E.	44.07
BROWN, STEPHANIE C.	1,283.20	STEBE, LAURA A.	70.89
SPENCER, MICHAEL D.	1,589.69	AMSTUTZ, LINDA J.	113.59
SPENCLEY, PATRICIA L.	1,010.17	RAMSEY, MADISON L.	68.71
PANOFF, ZACHARY R.	820.00	HEID, THOMAS J.	1,248.98
PEARSON, BETHANY S.	1,224.96	WESCOTT, DENNIS M.	177.93
ZIELINSKI, JOSEPH A.	1,706.40	STEIN, DONNA E.	131.86
LEESE, MERRI C.	244.40	CURTIS, DENNIS E.	874.73
DOAN, GERARD P.	1,187.84	BOOTHE, STEVEN A.	201.25
SHRIFT, PETER R.	1,180.96	GRUNCH, RONALD J.	191.61
SCHLAPPI, JAMES L.	1,005.20	DURRENBERGER, LARRY J.	262.61
UMULIS, MATTHEW T.	1,310.09	DAVIS, RONALD L.	116.74
HANKINS, SCOTT A.	1,446.66	MACLEOD, SAMUEL R.	169.64
ORBAN, BARBARA K.	1,244.31	GILL, DAVID R.	905.29
TRAEGER, JASON A.	1,327.91	TODD, RICHARD D.	556.80
WARNER, JANINE M.	939.22	WOODY, SCOTT R.	1,523.84
EVANS JR, HALBERT K.	1,424.26	VANLOO, JOSEPH G.	435.00
KLOOSTER, PATRICK H.	172.12	SEAMAN, HEATHER K.	895.00
BRANDI, MAURA E.	233.52	TABER, HOLLY S.	452.59
GREYERBIEHL, KELLY M.	274.19	CROFT, JAMES E.	90.04
IVAN, PAUL M.	1,366.71	WYMAN, MATTHEW A.	770.02
SCHWARTZFISHER, JOSEPH L.	1,215.64	DRAVES, MICHAEL J.	514.71
ROLOFF, ROBERT P.	2,276.58	SCHRADER, LOU ANN	345.51
BRODIN, WILLIAM C.	1,080.77	STEVENS, JEFFREY W.	483.95
RILEY, DENISE M.	343.18	FUNKEY, KRAIG R.	124.67
TEUNIS, STEVEN L.	1,772.79	ROLOFF, AUDREY M.	858.41
WURST, RANDALL W.	1,611.17	MATTER, DAWSON K.	895.12
MAYER, SHELLEY L.	1,244.76	MARSH JR., JAMES D.	62.79
HILLING, NICHOLAS A.	1,114.64	RILEY, TIMOTHY C.	180.14
MEIER III, CHARLES A.	1,303.22	RAMSEY, KYLE J.	78.93
ZACHARIAS, STEVEN B.	1,437.60	RILEY, CASEY W.	69.26
NISWANDER, JOSEPH F.	1,255.82	THORMAN, MIKAYLA R.	163.24
FRYE, EDWARD J.	936.79	JONES, LARRY M.	511.47
JONES, TERRI L.	941.05	OCHS, THOMAS F.	55.41
SWEM, DONALD L.	1,628.63	TRAYERS, MANUEL J.	206.15
EATON, BRAD A.	1,888.57	SCOTT JR., WINFIELD	26.42
WILSON, TIMOTHY J.	1,990.58	SILVA, JESSE L.	142.72
LAVOIE, RICHARD L.	1,471.04	COLLINS, CHAD M.	408.07
STEVENS, BRANDON C.	1,259.87	RILEY, DANIEL A.	720.17
WHITLEY, ANDREW T.	1,470.80	BERGMANN, DOUGLAS M.	66.07
DRAVES, MARTIN J.	1,851.45	WHITLEY, ADAM	42.56
ELLIOTT, PATRICK M.	1,695.94	SCHOOF, WILLIAM R.	519.22
MORRISON, KEVIN P.	963.55	BRENNAN, PEGGY L.	181.13
HODGE, MICHAEL J.	1,065.51	DROST, PATRICIA A.	72.50
WELLS JR., DONALD E.	1,331.83	CARLSON, JOANNE E.	72.50
BRADLEY, KELLY R.	1,299.44	RUDOLPH, JOELLEN B.	152.50
WILSON, RICHARD J.	1,076.54	VON HELLENS, BENNIE L.	72.50
HART II, DELBERT W.	494.07	LEFT, LILLIAN M.	152.50
JOHNSON, STEVEN P.	1,195.56	BUDAY, JOAN E.	160.13
JONES, ROBERT F.	1,218.73	STEPHAN, MARY ANN	30.00
DORAN, JUSTIN J.	1,232.32	CAMPBELL, KAREN L.	72.50
BISHAW, JAMES H.	624.73	LEWIS, LOIS E.	80.00
MANKER JR, DAVID W.	463.84	PICOTTE, DIANE M.	181.13
MANKER SR, DAVID W.	638.28	DOAN, CECELIA E.	80.00
NEUMANN, DANA L.	521.30	COLT, JUDITH C.	60.00
BECKER, MICHAEL S.	609.38	BROWN, MELINA M.	80.00
SHEPARD, ZACHARY N.	536.38	HILLIGAN, LOUISE E.	80.00
COLE, STEVEN D.	527.60		
NICHOLS, RUSSELL N.	550.17		
		TOTAL	93,572.04

PAYROLL: TRANSMITTAL
05/23/2014

AMERICAN FAMILY LIFE	182.40	MI STATE DISBURSEMENT UNIT	546.29
AMERICAN FAMILY LIFE	269.17	NORTHWESTERN BANK	150.00
BAY WINDS FEDERAL CREDIT UNION	110.00	PRIORITY HEALTH	1,052.77
CHAR EM UNITED WAY	82.04	TENHOUTEN RINGSTROM, PLLC	29.48
CHARLEVOIX STATE BANK	1,041.16		
COMMUNICATION WORKERS OF AMER	518.93	TOTAL	3,982.24

Check Number	Payee	Amount
06/05/2014		
109900	DTE ENERGY	5,777.26
Total 06/05/2014:		5,777.26
Grand Totals:		5,777.26

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

06/05/14 Special Accounts Payable Run	\$	5,777.26
06/06/14 Payroll	\$	94,333.94
06/06/14 Payroll Transmittal Checks	\$	4,400.10
06/17/14 Regular Accounts Payable	\$	231,685.58
Checks Sub-Total:		\$ 336,196.88

FIRSTMERIT BANK - ACH PAYMENTS

06/02/14 MI Public Power Agency	\$	8,819.93
06/06/14 IRS (Payroll Tax Deposit)	\$	36,229.33
06/06/14 Alerus Financial (HCSP)	\$	230.00
06/06/14 State of MI (Withholding Tax)	\$	5,171.82
06/06/14 Vantagepoint (401 ICMA Plan)	\$	728.06
06/06/14 Vantagepoint (457 ICMA Plan)	\$	12,557.34
06/09/14 MI Public Power Agency	\$	14,266.83
06/11/14 State of MI (Sales Tax)	\$	18,315.84
ACH Sub-Total:		\$ 96,339.15
First Merit Bank Total:		\$ 432,566.03

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

06/17/14 Tax Disbursement	\$	14,592.40
Charlevoix State Bank Total:		\$ 14,592.40
Grand Total:		\$ 447,158.43

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/31/2014	PC	06/06/2014	17605	WELLER, LINDA JO	101		1,339.67
05/31/2014	PC	06/06/2014	17606	STRAEBEL, ROBERT J.	102		2,495.76
05/31/2014	PC	06/06/2014	17607	GOLDING, JOYCE M.	106		1,020.25
05/31/2014	PC	06/06/2014	17608	LOY, EVELYN R.	117		997.09
05/31/2014	PC	06/06/2014	17609	KLOOSTER, ALIDA K.	121		1,505.31
05/31/2014	PC	06/06/2014	17610	BROWN, STEPHANIE C.	126		1,066.53
05/31/2014	PC	06/06/2014	17611	SPENCER, MICHAEL D.	132		1,817.76
05/31/2014	PC	06/06/2014	17612	SPENCLEY, PATRICIA L.	136		1,000.52
05/31/2014	PC	06/06/2014	17613	PANOFF, ZACHARY R.	141		743.98
05/31/2014	PC	06/06/2014	17614	MILLER, FAITH G.	142		12.31
05/31/2014	PC	06/06/2014	17615	PEARSON, BETHANY S.	143		1,224.97
05/31/2014	PC	06/06/2014	17616	ZIELINSKI, JOSEPH A.	144		1,706.40
05/31/2014	PC	06/06/2014	17617	LEESE, MERRI C.	145		253.22
05/31/2014	PC	06/06/2014	17618	DOAN, GERARD P.	201		1,560.12
05/31/2014	PC	06/06/2014	17619	SHRIFT, PETER R.	203		1,280.75
05/31/2014	PC	06/06/2014	17620	SCHLAPPI, JAMES L.	204		1,139.23
05/31/2014	PC	06/06/2014	17621	UMULIS, MATTHEW T.	205		1,423.90
05/31/2014	PC	06/06/2014	17622	HANKINS, SCOTT A.	203		1,704.01
05/31/2014	PC	06/06/2014	17623	ORBAN, BARBARA K.	209		1,655.25
05/31/2014	PC	06/06/2014	17624	TRAEGER, JASON A.	210		1,495.80
05/31/2014	PC	06/06/2014	17625	WARNER, JANINE M.	213		1,167.28
05/31/2014	PC	06/06/2014	17626	EVANS JR, HALBERT K.	214		1,424.26
05/31/2014	PC	06/06/2014	17627	BINGHAM, LARRY E.	224		841.47
05/31/2014	PC	06/06/2014	17628	BRANDI, MAURA E.	236		314.77
05/31/2014	PC	06/06/2014	17629	IVAN, PAUL M.	301		1,664.75
05/31/2014	PC	06/06/2014	17630	SCHWARTZFISHER, JOS	303		1,213.79
05/31/2014	PC	06/06/2014	17631	ROLCOFF, ROBERT P.	304		1,415.86
05/31/2014	PC	06/06/2014	17632	BRODIN, WILLIAM C.	305		1,355.69
05/31/2014	PC	06/06/2014	17633	RILEY, DENISE M.	306		345.13
05/31/2014	PC	06/06/2014	17634	TEUNIS, STEVEN L.	402		1,772.79
05/31/2014	PC	06/06/2014	17635	WURST, RANDALL W.	411		1,351.78
05/31/2014	PC	06/06/2014	17636	MAYER, SHELLEY L.	412		1,596.44
05/31/2014	PC	06/06/2014	17637	HILLING, NICHOLAS A.	413		1,289.34
05/31/2014	PC	06/06/2014	17638	MEIER III, CHARLES A.	421		1,179.44
05/31/2014	PC	06/06/2014	17639	ZACHARIAS, STEVEN B.	422		1,209.33
05/31/2014	PC	06/06/2014	17640	NISWANDER, JOSEPH F.	504		1,502.67
05/31/2014	PC	06/06/2014	17641	FRYE, EDWARD J.	508		936.79
05/31/2014	PC	06/06/2014	17642	JONES, TERRI L.	511		931.40
05/31/2014	PC	06/06/2014	17643	EATON, BRAD A.	515		1,840.76
05/31/2014	PC	06/06/2014	17644	WILSON, TIMOTHY J.	516		2,544.55
05/31/2014	PC	06/06/2014	17645	LAVOIE, RICHARD L.	519		1,373.74
05/31/2014	PC	06/06/2014	17646	STEVENS, BRANDON C.	521		1,508.11
05/31/2014	PC	06/06/2014	17647	DPAVES, MARTIN J.	523		1,891.75
05/31/2014	PC	06/06/2014	17648	ELLIOTT, PATRICK M.	600		1,695.93
05/31/2014	PC	06/06/2014	17649	WELLS JR., DONALD E.	609		1,584.23
05/31/2014	PC	06/06/2014	17650	BRADLEY, KELLY R.	614		1,724.27
05/31/2014	PC	06/06/2014	17651	WILSON, RICHARD J.	615		1,419.01
05/31/2014	PC	06/06/2014	17652	HART II, DELBERT W.	616		864.09
05/31/2014	PC	06/06/2014	17653	JONES, ROBERT F.	618		1,164.56
05/31/2014	PC	06/06/2014	17654	DORAN, JUSTIN J.	621		1,612.88
05/31/2014	PC	06/06/2014	17655	MANKER JR, DAVID W.	633		403.03
05/31/2014	PC	06/06/2014	17656	MANKER SR, DAVID W.	639		638.28
05/31/2014	PC	06/06/2014	17657	NEJMANN, DANA L.	640		434.31
05/31/2014	PC	06/06/2014	17658	BECKER, MICHAEL S.	641		538.80
05/31/2014	PC	06/06/2014	17659	SHEPARD, ZACHARY N.	656		501.26
05/31/2014	PC	06/06/2014	17660	NICHOLS, RUSSELL N.	661		504.11
05/31/2014	PC	06/06/2014	17661	HAWKINS, JAMES S.	662		377.94

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/31/2014	PC	06/06/2014	17662	MCGHEE, ROBERT R.	663		1,045.73
05/31/2014	PC	06/06/2014	17663	STANTS, JACOB W.	664		513.78
05/31/2014	PC	06/06/2014	17664	BLOOMER, GABRIELLE J.	665		455.12
05/31/2014	PC	06/06/2014	17665	WILKIN, AMANDA J.	700		704.52
05/31/2014	PC	06/06/2014	17666	KLOOSTER, SUSAN E.	702		33.94
05/31/2014	PC	06/06/2014	17667	STEBE, LAURA A.	703		22.39
05/31/2014	PC	06/06/2014	17668	AMSTUTZ, LINDA J.	706		113.36
05/31/2014	PC	06/06/2014	17669	FAUST, DESIREA L.	716		28.52
05/31/2014	PC	06/06/2014	17670	WEBB, MICHAEL B.	773		126.06
05/31/2014	PC	06/06/2014	17671	HEID, THOMAS J.	802		1,248.98
05/31/2014	PC	06/06/2014	17672	WESCOTT, DENNIS M.	828		215.67
05/31/2014	PC	06/06/2014	17673	STEIN, DONNA E.	830		243.41
05/31/2014	PC	06/06/2014	17674	DURRENBERGER, LARR	846		246.14
05/31/2014	PC	06/06/2014	17675	MACLEOD, SAMUEL R.	857		342.25
05/31/2014	PC	06/06/2014	17676	WOODY, SCOTT R.	900		1,523.84
05/31/2014	PC	06/06/2014	17677	VANLOO JOSEPH G.	902		435.00
05/31/2014	PC	06/06/2014	17678	SEAMAN, HEATHER K.	913		933.60
05/31/2014	PC	06/06/2014	17679	TABER, HOLLY S.	924		498.64
05/31/2014	PC	06/06/2014	17680	WYMAN, MATTHEW J.	927		947.51
05/31/2014	PC	06/06/2014	17681	SCHRADER, LOU ANN	929		440.82
05/31/2014	PC	06/06/2014	17682	SCHWAGER, EDWARD J.	930		438.49
05/31/2014	PC	06/06/2014	109868	DEROSIA, PATRICIA E.	107		855.59
05/31/2014	PC	06/06/2014	109869	KLOOSTER, PATRICK H.	216		200.53
05/31/2014	PC	06/06/2014	109870	HUMBLE, NATHAN C.	219		173.92
05/31/2014	PC	06/06/2014	109871	KLINGER, LUCAS D.	235		133.92
05/31/2014	PC	06/06/2014	109872	GLENNY, GRACE A.	241		486.76
05/31/2014	PC	06/06/2014	109873	GREYERBIEHL, KELLY M.	250		502.55
05/31/2014	PC	06/06/2014	109874	SWEM, DONALD L.	512		1,628.63
05/31/2014	PC	06/06/2014	109875	WHITLEY, ANDREW T.	522		1,491.07
05/31/2014	PC	06/06/2014	109876	MORRISON, KEVIN P.	601		1,003.45
05/31/2014	PC	06/06/2014	109877	HODGE, MICHAEL J.	609		1,293.58
05/31/2014	PC	06/06/2014	109878	JOHNSON, STEVEN P.	617		998.54
05/31/2014	PC	06/06/2014	109879	BISHAW, JAMES H.	633		545.06
05/31/2014	PC	06/06/2014	109880	HERRIMAN, COBY M.	634		451.43
05/31/2014	PC	06/06/2014	109881	COLE, STEVEN D.	657		461.51
05/31/2014	PC	06/06/2014	109882	HALL, CHASE D.	726		32.06
05/31/2014	PC	06/06/2014	109883	CURTIS, DENNIS E.	831		952.77
05/31/2014	PC	06/06/2014	109884	BOOTHE, STEVEN A.	832		289.29
05/31/2014	PC	06/06/2014	109885	GRUNCH, RONALD J.	844		291.52
05/31/2014	PC	06/06/2014	109886	DAVIS, RONALD L.	853		185.77
05/31/2014	PC	06/06/2014	109887	GILL, DAVID R.	856		698.88
05/31/2014	PC	06/06/2014	109888	TODD, RICHARD D.	859		602.49
05/31/2014	PC	06/06/2014	109889	DRAVES, MICHAEL J.	928		564.05
Grand Totals:			100				94,333.94

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Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/31/2014	06/06/2014	109890	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
05/31/2014	06/06/2014	109890	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
05/31/2014	06/06/2014	109891	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
05/31/2014	06/06/2014	109892	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/31/2	82.04
05/31/2014	06/06/2014	109893	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
05/31/2014	06/06/2014	109894	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	518.35
05/31/2014	06/06/2014	109895	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	545.29
05/31/2014	06/06/2014	109896	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
05/31/2014	06/06/2014	109897	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 5	382.00
05/31/2014	06/06/2014	109898	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,052.77
05/31/2014	06/06/2014	109899	TENHOUTEN RINGSTRO	9019	GARNISHMENT PER 90TH DIST	65.34
Grand Totals:		11				4,400.10

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Check Number	Payee	Amount
06/17/2014		
109901	ACCESS LOCKSMITHING INC	48.50
109902	AETNA INSURANCE	421.81
109903	ALPINE COMPUTERS LLC	338.82
109904	AMERICAN WASTE INC.	2,176.04
109905	ANDY'S CLEANING SYSTEMS	217.50
109906	ARROW UNIFORM-TAYLOR L.L.C.	1,135.20
109907	ASPLUNDH TREE EXPERT CO	6,019.65
109908	AT&T LONG DISTANCE	368.73
109909	AUTO VALUE	277.05
109910	AVFUEL CORPORATION	55,435.68
109911	B & L SOUND INC	212.90
109912	BARUZZINI GENERAL CONTRACTOR	2,675.00
109913	BC/BS OF MI REFUNDS	397.16
109914	BLARNEY CASTLE OIL CO	1,612.13
109915	BLUE EARTH LABS LLC	350.00
109916	BRADFORD'S	74.75
109917	CARQUEST OF CHARLEVOIX	1,488.96
109918	CHAMPION CHARTER	3,360.00
109919	CHARLEVOIX AGENCY	100.00
109920	CHARLEVOIX AREA HOSPITAL	164.20
109921	CHARLEVOIX SCREEN MASTERS INC	1,974.00
109922	CHARLEVOIX TOWNSHIP	15.45
109923	CHARTER COMMUNICATIONS	723.78
109924	CHICAGO CLUB	380.00
109925	CHILDS CONSULTING ASSOC. INC.	1,550.00
109926	CITY OF CHARLEVOIX - MISC	14,592.40
109927	CLEAR WATER PLUMBING & HEATING	292.10
109928	COAST TO COAST COMPUTER	47.98
109929	CUMMINS BRIDGEWAY LLC	1,989.91
109930	DEYOUNG AUTO SALES	700.00
109931	DITCH WITCH SALES OF MICHIGAN	863.63
109932	EJ USA INC.	1,924.60
109933	ELLSWORTH FARMER'S EXCHANGE	134.00
109934	EMERGENCY MEDICAL PRODUCTS I	103.76
109935	EMMET BRICK & BLOCK	132.30
109936	ENGLER, JOHN	75.00
109937	ETNA SUPPLY	2,216.37
109938	FASTENAL COMPANY	407.85
109939	FERGUSON & CHAMBERLAIN	2,963.00
109940	FISHER SCIENTIFIC	467.46
109941	GERBER HOMEMADE SWEETS	46.00
109942	GORDON FOOD SERVICE	47.46
109943	GRAPHIC CONTROLS LLC	209.69
109944	GREAT LAKES ELEVATOR LLC	304.29
109945	GREAT LAKES PIPE & SUPPLY	831.16
109946	GUNTZVILLER, RHONDA	29.00
109947	HAGGARD'S INC	145.20
109948	HARBOR HOUSE PUBLISHERS	1,225.00

Check Number	Payee	Amount
109949	HARRELL'S	7,236.10
109950	HI-LINE	436.81
109951	HOLIDAY COMPANIES	138.17
109952	HYDE SERVICES LLC	123.50
109953	HYDRO DESIGNS INC.	515.00
109954	IDEXX DISTRIBUTION INC.	1,028.71
109955	INTERNATIONAL INSTITUTE	74.95
109956	IRISH BOAT SHOP	116.22
109957	J & B MEDICAL SUPPLY INC.	289.60
109958	KORTHASE FLINN	23.25
109959	KSS ENTERPRISES	691.86
109960	LAIURE, KAREN	75.00
109961	LAVOIE, RICHARD	60.00
109962	LEESE, M. CHRIS	21.31
109963	LOTTIE'S BAGELS	80.00
109964	MARQUARDT, RANDY IRWIN	25.00
109965	MATTER, DAWSON	123.28
109966	MDC CONTRACTING LLC	1,657.00
109967	MI GOLF COURSE SUPERINTENDENT	100.00
109968	MICHAEL MURPHY IV PHOTOGRAPH	175.00
109969	MICHIGAN MUNICIPAL LEAGUE	14,708.00
109970	MICHIGAN OFFICEWAYS INC	755.37
109971	MID STATES BOLT & SCREW CO	84.72
109972	MITCHELL GRAPHICS INC.	299.00
109973	MOSORYAK, JOHN MATTHEW	40.00
109974	MSFA MEMORIAL AND EDUCATION	255.00
109975	NETSOURCE ONE INC.	502.00
109976	NORTH COAST FASTENERS LLC	139.90
109977	NORTHERN FIRE & SAFETY INC.	136.00
109978	NORTHERN MICHIGAN DUST CONTR	730.00
109979	NORTHERN MICHIGAN REVIEW INC.	407.35
109980	NYE UNIFORM CO	183.98
109981	OLESON'S FOD STORES	300.52
109982	ORCUTT, PATRICIA	31.00
109983	ORIENTAL TRADING COMPANY INC	1,050.50
109984	OSTRUM-BERROU, TARA	15.00
109985	OTEC	30.00
109986	PEARSALL, MICHAEL	450.00
109987	PERFORMANCE ENGINEERS INC	22,260.75
109988	PINE HILL NURSERY	144.00
109989	PLUNKETT & COONEY	240.00
109990	POND HILL FARM LLC	88.00
109991	POWER LINE SUPPLY	10,455.93
109992	PREFERRED WASTE 2 LLC	120.00
109993	PRO WEB MARKETING LLC	30.00
109994	PURROLL EQUIPMENT COMPANY LLC	515.00
109995	QUILL CORP	182.50
109996	RAMEY, PAUL	19.00
109997	RIETH-RILEY CONST CO INC	32,951.88

Check Number	Payee	Amount
109998	S & S WORLDWIDE	1,026.34
109999	SAMSEL SUPPLY CO.	349.93
110000	SECURITY SANITATION INC.	95.00
110001	SHINDORF BUILDERS	2,205.00
110002	SOUND ENVIRONMENTS	651.50
110003	SPARTAN DISTRIBUTORS INC	779.28
110004	SPARTAN STORES LLC	17.38
110005	STANDARD ELECTRIC CO	1,683.68
110006	STATE INDUSTRIAL PRODUCTS	545.59
110007	STATE OF MICHIGAN	315.00
110008	STRAEBEL, ROBERT J.	239.68
110009	SULLIVAN, LARRY	79.27
110010	SUPERIOR MECHANICAL	169.99
110011	SYSTEMS SPECIALISTS INC	125.00
110012	TIMMS, ROBERT	75.00
110013	TRUCK & TRAILER SPECIALTIES	110.52
110014	UNITED STATES PLASTIC CORP.	82.18
110015	UP NORTH PROPERTY SERVICES LL	2,105.00
110016	USA MOBILITY WIRELESS INC.	9.99
110017	VANDEWARKER, JACQUELYN	178.63
110018	VAN'S BUSINESS MACHINES	135.00
110019	VERIBANC INC.	432.00
110020	VERIZON WIRELESS	1.00
110021	VILLAGE GRAPHICS INC.	115.69
110022	VOSS LIGHTING	2,111.36
110023	WATERMAN, SHEILA	75.00
110024	WINDER POLICE EQUIPMENT	154.75
110025	WORK & PLAY SHOP	919.09
110026	WRIGHT, NATHAN	24.00
110027	YOUNG GRAHAM	2,030.00
Total 06/17/2014:		231,685.58
Grand Totals:		231,685.58

Check Number	Payee	Amount
06/02/2014		
60214001	MICHIGAN PUBLIC POWER AGENCY	8,819.93
Total 06/02/2014:		8,819.93
Grand Totals:		8,819.93

Check Issue Date	Check Number	Payee	Amount
60614001			
06/06/2014	60614001	**EFTPS* Payroll Taxes	8,811.49
06/06/2014	60614001	**EFTPS* Payroll Taxes	8,811.49
06/06/2014	60614001	**EFTPS* Payroll Taxes	2,060.76
06/06/2014	60614001	**EFTPS* Payroll Taxes	2,060.76
06/06/2014	60614001	**EFTPS* Payroll Taxes	14,484.83
Total 60614001:			
	5		36,229.33
60614002			
06/06/2014	60614002	Alerus Financial	280.00
Total 60614002:			
	1		280.00
60614003			
06/06/2014	60614003	STATE OF MICHIGAN	5,171.82
Total 60614003:			
	1		5,171.82
60614004			
06/06/2014	60614004	Vantagepoint - 401 Plan 109153	728.06
Total 60614004:			
	1		728.06
60614005			
06/06/2014	60614005	Vantagepoint - 457 Plan 300959	4,611.33
06/06/2014	60614005	Vantagepoint - 457 Plan 300959	173.84
06/06/2014	60614005	Vantagepoint - 457 Plan 300959	1,789.86
06/06/2014	60614005	Vantagepoint - 457 Plan 300959	5,992.31
Total 60614005:			
	4		12,567.34
Grand Totals:			
	12		54,966.55

OK JJ

Check Number	Payee	Amount
06/09/2014		
60914001	MICHIGAN PUBLIC POWER AGENCY	14,266.83
	Total 06/09/2014:	14,266.83
	Grand Totals:	14,266.83

Check Number	Payee	Amount
06/11/2014		
61114001	STATE OF MICHIGAN	18,315.84
Total 06/11/2014:		18,315.84
Grand Totals:		18,315.84

Check Number	Payee	Amount
06/17/2014		
2364	CHARLEVOIX COUNTY TREASURER	1,846.40
2365	CHARLEVOIX DISTRICT LIBRARY	522.08
2366	CHARLEVOIX PUBLIC SCHOOLS	539.72
2367	CHARLEVOIX PUBLIC SCHOOLS	18.46
2368	CHARLEVOIX PUBLIC SCHOOLS	269.86
2369	CHARLEVOIX-EMMET ISD	790.06
2370	CITY OF CHARLEVOIX - TAXES DUE	3,695.43
2371	RECREATIONAL AUTHORITY	92.92
2372	STATE OF MICHIGAN	6,817.47
Total 06/17/2014:		14,592.40
Grand Totals:		14,592.40

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Airport Community Benefit presentation

DATE: June 16, 2014

PRESENTED BY: Scott Woody, Airport Manager
Shelly Rathbun , MDOT Bureau of Aeronautics

ATTACHMENTS: 1. (CBA) Community Benefits Assessment summary results.
2. Summary interpretations

BACKGROUND INFORMATION: As a service to airports throughout the State, the MDOT Bureau of Aeronautics conducts activity surveys to quantify an airport's economic impact to the community and surrounding areas. The software used to generate results was developed by the Economic Development Research Group (EDR Group) out of Boston, MA exclusively for the Bureau of Aeronautics. The CBA-II (Community Benefit Assessment) software allows Aeronautics staff to better maintain their database for assessing the economic impact of Michigan's airports. The CBA can be an instrumental tool for municipalities in determining the value of their community airport. Ms. Rathbun from MDOT will be giving a brief presentation and answer any questions.

RECOMENDATION: No formal action needed from Council.

Airport Role in the Economy Report "Interpreting the Summary Results Sheet"

The Summary Results Sheet reflects a balanced set of information about your airport for a recent year of activity. This information reflects key aspects of the airport's economic impact, as well as its transportation value.

In order to make the most of this report, it is important to know what questions it will help you answer depending on your audience, and also to know what aspects are currently not part of the assessment for MDOT's desired "ease of use" for the analysis system and its results. Exhibit 1 defines the various job, income and sales results (*directly tied to aviation activity and supplier and income re-spending effects or "ripple effect"*) using the items numbered in the "On-going Contribution to the County Economy" section of the report.

Exhibit 1 Navigating the Economic Contribution Results

Result Components	What Does It Provide?
Item 1	<i>Jobs, wages & sales at the airport involved in airport-related activities (excludes non-aviation, non-concession entities).</i>
Item 2	<i>Jobs, wages & sales of other businesses on the airport premises <u>not</u> involved in aviation or traveler services.</i>
Item 3	<i>Jobs, wages & sales of businesses outside of the airport that receive visitor spending.</i>
Item 4	<i>Jobs, wages & sales of businesses outside of the airport involved with freight, catering activities, or having shipping/travel reliance.</i>
Item 5	<i>Economic ripple effect of item 1 in terms of additional jobs, wages, & sales.</i>
Item 6	<i>Economic ripple effect of item 3 in terms of additional jobs, wages, & sales.</i>
Item 7	<i>Economic ripple effect of item 4 in terms of additional jobs, wages, & sales.</i>
Item 8	<i>The "total" of airport associated impact, sums items 1 through 7.</i>

While item 8 provides the broadest measure of economic impact associated with airport activity, the results can be combined to reflect *airport premises activity only* (items 1 and 2), *airport premises activity solely involved with aviation and passenger services* (item 1), *airport premises activity solely involved with aviation and passenger services and its economic ripple effect* (items 1 and 5), for example. There are clearly numerous ways of combining the results:

It is important to note that the jobs, income and sales evaluated for items 1 through 4 on the report are the same regardless of whether we consider the direct impact from the *local*

or the *state* perspective. This is because the airport's location (a given county) is the fixed *locus* where these events take place or travel-shipping needs are fulfilled. It is not until you consider the broader boundaries tied to subsequent supplier transactions for the airport, for visitor serving businesses, area manufacturers with part of their business contingent on air service availability, or airport (and other business) wages being re-spent that the *local* impacts differ from the *state* impacts.

Pertaining to visitor spending activity and its subsequent economic *ripple effects*, this is determined by three input form components: the number of passengers using the airport, the proportion of those passengers that are visitors (with multiple trip purposes considered), and off-airport average trip spending for a visitor associated with the airport. The analysis of the airport implicitly has an average trip length associated with the average trip spending per visitor.

In addition to the above combinations of impacts at your disposal, the report reflects the annual capital spending information you provided. While this information reflects just the spending and no subsequent economic *ripple effect*, the source of capital funding may demonstrate the ability of the airport to attract dollars from outside local and state coffers.

While an airport generates a number of revenues from landing, fuel, storage, tie-down fees, concession rents, and based aircraft imply state-level registration fees, MDOT did not want to encumber the data input requirements/results of this analysis. In the area of tax revenue generation, we calculate benefits flowing to the state from income and sale taxes shown in items 9 and 10 on the report. The *at-airport* tax generation values are derived from the income and sales impacts of items 1, 2, and 5 (*state value used*), whereas the *off-site* tax generation values are derived from impacts associated with items 3, 4, and 6 (*state value used*).

The *Transportation Value* information available for those airports rated in the MASP 2000 is provided as a context to understand why an airport without as large an economic impact as other airports in the state is ear-marked for future investment to bring it up to a specific MASP design standard.

Michigan Department of Transportation - Bureau of Aeronautics



Airport Role in Economy

Airport: Charlevoix Mun.
 City: Charlevoix
 County: Charlevoix
 Ownership: Public
 Scenario: Current
 Service Area: Charlevoix
 Run Date: 4/29/2014 8:48:28 AM

	Current	MASP Ultimate
Airport Class	B-II	C-II
Airport Features		
Runway Type	Paved	Paved
Primary Runway Length	4,550	5,000
Primary Runway Width	75	100
Lighting System	MIRL	MIRL
All Weather Access	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Snow Removal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
REIL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rotating Beacon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Seg Crd	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lighted Wind Indicator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Instrument Approach	Non-Precision	Precision

Evaluated for Year: 2014

Activity Data	
Total Operations:	31,000
Total Aircraft:	14
Total Passengers:	57,750
Total Cargo Tons:	750

On-going Contribution to the County Economy

	Jobs		Income (\$)		Output (\$)	
	Local	State	Local	State	Local	State
Direct Effect						
1. Airport (Incl. FBO and air related tenants)	32	32	\$1,408,288	\$1,408,288	\$4,711,584	\$4,711,584
2. Airport Tenants: non-air related	0	0	\$0	\$0	\$0	\$0
3. Off-Site: Supported by Visitor Spending	92	92	\$1,956,779	\$1,956,779	\$5,482,500	\$5,482,500
4. Off-Site: Staff or Cargo Reliant	10	10	\$307,500	\$307,500	\$1,049,380	\$1,049,380
Supplier and income re-spending effects*						
5. -due to Airport and Related Activities**	40	52	\$1,273,688	\$1,285,425	\$4,764,845	\$5,087,162
6. -due to Visitor Spending	30	34	\$1,045,581	\$1,479,968	\$3,407,565	\$4,503,689
7. -due to Reliance on Air Transport	0	0	\$0	\$0	\$0	\$0
8. Total Impact from Airport Activities	204	220	\$5,991,835	\$6,437,961	\$19,415,874	\$20,834,315

Tax Generated by Aviation-Related Activity

	At-Airport	Off-Site
9. State Income Tax	\$69,228	\$96,227
10. State Sales Tax	\$587,925	\$662,134

Annual Capital Expenditures				
	Total	Federal \$	State \$	Local \$
2014 Budget:	3,350,000	3,015,000	167,500	167,500

Transportation Goals	
<i>MASP 2000 System Goals</i>	
Serve Significant Population Centers (C-II)	-
Serve Significant Business Centers (C-II)	-
Serve Significant Tourism/Convention Centers (B-II)	-
Provide Access to the General Population (B-II)	-
Provide Adequate Land Area Coverage (B-I)	-
Preserve Regional Capacity (B-I)	tier 1
Serve Seasonally Isolated Areas (B-I)	-

* on the Service-area economy as defined by the user

** Supplier and income re-spending effects pertain only to air-related and air support activities

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve a Proposal from Prein and Newhof Regarding Engineering Construction Services for Wastewater Treatment Plant Upgrades

DATE: June 16, 2014

PRESENTED BY: Mark Prein, Prein and Newhof

ATTACHMENTS: June 6, 2014 Letter from Prein and Newhof

BACKGROUND INFORMATION: The Wastewater Treatment Plant project remains on schedule for completion in compliance with new discharge permit requirements effective in December of 2015. To date we have completed the project plan, received “a finding of no significant impact to the environment” from the project and qualified for a low interest loan through the State Revolving Loan Fund (SRF).

The City needs to approve Engineering Construction Services as depicted on the second page of the attached letter. Engineering Construction Services are estimated to cost \$714,000 over a two-year period. Prein and Newhof will employ engineers from Performance Engineering to assist for some structural observation purposes.

RECOMMENDATION: Motion to Approve Prein and Newhof letter dated June 6, 2014 for Construction Engineering Services for upgrades to the Wastewater Treatment Plant.

June 6, 2014
2110372

Mr. Robert Straebel, Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Wastewater Treatment Plant
Engineering Construction Services

Dear Mr. Straebel:

In April 2011 the City of Charlevoix received a new National Pollutant Discharge Elimination (NPDES) wastewater treatment plant discharge permit from the State of Michigan. As part of the permit, the State required that the City upgrade the existing facilities to meet new discharge criteria. Through your qualifications based selection process, Prein&Newhof was chosen to assist you with the facilities upgrade. To date we have undertaken the following activities under our master services agreement with the City:

- Discharge Permit Review – Historical Review, MDEQ Inquiry, and Permit Options Summary
- Permit Negotiations (Track I) – Discussion with MDEQ on permit revisions
- Facility Assessment (Track II) – Assessment of Wastewater Treatment Facility (WWTF)
- State Revolving Loan Fund Project Plan – Submittal to request eligibility for low interest loans from the State of Michigan to finance plant upgrades.
- S-2 Planning Grant Application – Grant application seeking 90% grant for reimbursement for Facility Assessment and Project Plan Preparation as described above
- Final Engineering Design and Rate Study
- S-2 Design Grant Application – Grant application seeking 90% grant for reimbursement for Engineering Design and Revenue System Development as described above

The S-2 Planning Grant was approved by the State for project cost of \$71,000. The City's 10% match was \$7,100 with the State contributing \$63,900. The S-2 Engineering Design and Revenue System Development grant was approved by the State for a project cost of \$903,000. The City's portion of the scope would be the 10% match, or up to \$90,300 with the State contributing up to \$812,700.

The City successfully secured MDEQ approval of the project plan, received notice of a finding of no significant impact to the environment from the project, and qualified for a low interest loan from the State Revolving Loan Fund (SRF). The project plans and specification are complete and we anticipate receipt of the construction permit from the State the week of June 9, 2014. The project remains on schedule for completion in compliance with your NPDES permit requirements.

Mr. Straebel
June 6, 2014
Page 2 of 2

The next phase of the work is to bid and construct your project. Construction is anticipated to occur over a two (2) year period. Construction Engineering Services in support of the project are proposed to include the following:

- Bidding Assistance
- Coordination/Assistance/Management of SRF Loan Requirements
- Construction Contract Administration
- SRF / Wage Compliance Monitoring
- Shop Drawings / Submittals Review
- Respond to RFIs
- Bulletin Generation
- Monitor Permit Compliance
- Resident Construction Observation
- Preconstruction & Construction Progress Meetings
- Construction Staking
- Prepare Monthly Project Payment Estimates
- Start-up Assistance
- Record Drawings and Closeout Documentation

We propose to partner with Performance Engineering to assist with structural observation activities. Construction Engineering Services are estimated to cost \$714,000 and occur over a two year period. We proposed to conduct the work on a time and material basis in accordance to the master services agreement.

Thank you again for the opportunity to work with the City.

If you have any questions related to the matter, please feel free to call me.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

Cc: Mr. Steve Teunis, City of Charlevoix

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve Bond Counsel Services for Wastewater Treatment Plant Upgrades

DATE: June 16, 2014

PRESENTED BY: Pat McGow, Miller Canfield

ATTACHMENTS: June 3, 2014 Letter from Pat McGow

BACKGROUND INFORMATION: City Council needs to approve Bond Counsel services for financing improvements to the Wastewater Treatment Plant. The attached letter is from Pat McGow proposing a \$35,000 fee for scope of services as Bond Counsel. The fees will be rolled into the overall Sewage Disposal System Revenue Bonds for the project.

RECOMMENDATION: Motion to approve June 3, 2014 engagement letter for Bond Counsel for Wastewater Treatment Plant financing.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
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MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Toronto • Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wroclaw

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

June 3, 2014

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

Re: City of Charlevoix, County of Charlevoix, State of Michigan
Sewage Disposal System Revenue Bonds, Series 2014
(State Revolving Fund)

Dear Rob:

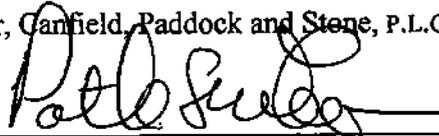
This letter is intended to confirm our fee for services as bond counsel for the above Bonds to be sold through the Michigan Finance Authority's State Revolving Fund September 2014 program. We previously sent you our engagement letter dated June 27, 2013 setting forth the scope of our services as Bond Counsel.

Based on the Bonds being issued in the anticipated amount of \$10,900,000, but not to exceed \$12,000,000 and the terms, structure and schedule of the financing and the time we anticipate devoting to the financing, we would charge a fee of \$35,000 for our legal services as bond counsel on this transaction, including all expenses and out-of-pocket charges.

If you have any additional questions, please feel free to give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Patrick F. McGow

cc: Joe Zielinski
Warren Creamer

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CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion on potential Earl Young Building Historic District
DATE: June 16, 2014
PRESENTED BY: Mike Spencer, City Planner

BACKGROUND INFORMATION:

As you are probably aware the Earl Young buildings are highly treasured by Charlevoix residents, property owners, visitors and the general public. These structures contribute to Charlevoix's charm and serve as a significant tourist attraction for visitors. Under Michigan statute PA 169 of 1970, municipalities may create historic districts to protect and preserve historic resources, such as the Earl Young structures. The Historic District Commission and Historic District Study Committee approached City Council in August of 2009 seeking approval to establish a historic district. There are a total of 16 Earl Young properties within the City limits with more in Charlevoix Township. The District would have only included the City properties. The proposal was met with strong opposition from the three commercial properties (Weathervane Restaurant building, Weathervane Hotel and the Lodge Hotel). The residential property owners had more of a mix of opinions with some supporting and some opposed with one owner having no preference. Ultimately the proposal was not approved by City Council.

Historic Districts can certainly be controversial with certain landowners not wanting government control of their property, in addition to existing zoning laws. The Earl Young structures can have structural and other building code issues that can be very challenging and expensive to correct or improve. Others feel Historic Districts are vital to protect these resources so important to the community and tourism. There are studies that show property values can increase if they are located within historic districts. Ultimately, if the Historic District were established any new construction project that would alter the buildings would have to come before the Historic District Commission for approval and the construction would have to meet specific design standards to make sure the historic resource was protected and preserved. In most cases buildings could not be demolished or changed in any way that would alter their historic appearance. These standards have not been drafted.

With new members on City Council and with several new property owners owning Earl Young homes, the Historic District Commission wanted to approach City Council first to see if it would be worthwhile to revisit the possibility of a Historic District. The Commission and Staff did not want to contact property owners and explore this District again if Council is not supportive of the idea to begin with. At this point we know that the commercial properties would still be

strongly opposed. According to the State Historic Preservation Office the District could be comprised of just residential properties. This is the purpose for this agenda item.

RECOMMENDATION:

Provide Staff and the Historic District Commission guidance on whether or not to move forward with a public process to gather public opinion on a potential Earl Young Historic District.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion with Possible Approval of a Request for Proposal to Explore Partnerships or a New Management Structure for Mt. McSauba Recreation Area

DATE: June 16, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: Draft RFP

BACKGROUND INFORMATION: As stated in a previous meeting, Staff has finalized draft language for a Request for Proposals to explore partnerships or a possible different management structure for Mt. McSauba Ski Area. The RFP has been shared with both Recreation Board members and Mt. Manager Bo Boss.

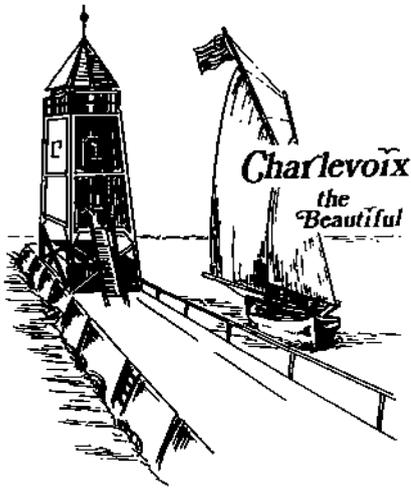
Both the City Treasurer and City Manager feel the amount of subsidies that go towards the operation is financially unsustainable and would like to explore different private/public partnerships that may improve skier services and reduce the City's financial burden. Although the City is in a much better financial position than we were in 2008-2011, there is a large backlog of capital improvement projects that need to be addressed. This year's subsidy towards the ski area is in the \$80,000 range.

It is important to note that our efforts at this point are to explore creative options for the ski area. We are not advocating for "privatization" of the operations at this point nor are we recommending specific changes. Nevertheless, we do feel an obligation to our constituents to "think out of the box" and explore creative solutions and partnerships. The RFP process, and any changes to the ski hill operation, will be completely public and transparent with Council having the ultimate say as to whether any changes should be implemented.

The efforts are consistent with two recreation goals approved by City Council in our 2014-15 Budget:

- ❖ Evaluate all recreation programs and consider options to become more efficient and effective; change current direction of programs where necessary.
- ❖ Continue to seek additional ways to fund Mt. McSauba through strategic partnerships.

RECOMMENDATION: Discussion. Staff recommends City Council approve the attached RFP.



CITY OF CHARLEVOIX

June 16, 2014

Request for Proposal:
Mt. McSauba Ski Hill Management

Section 1: Purpose/Key Objectives

The City of Charlevoix (hereafter, "City") is pleased to offer an exceptional winter sports opportunity for a well-qualified, experienced firm to enter into a partnership for the winter management and operation of the City of Charlevoix's Mt. McSauba Recreation Area, 09223 Mt. McSauba Road, Charlevoix, MI 49720. The City is requesting qualified operators to submit proposals to provide overall ski hill management to safely and effectively operate a small ski hill with a terrain park, lodge, ice skating rink and sledding hill. Through this RFP, the City expects to identify new winter funding streams through the development of new programs/activities, explore cost avoidance through operational efficiencies and increase revenues through more efficient collection and utilization of existing revenue streams and development of new revenue streams.

Charlevoix, similar to many other municipalities, faces substantive funding challenges related to maintaining current infrastructure and municipal services. The City fully recognizes that the demand for engaging destinations and high-quality recreational amenities is increasing. To this end, the City recognizes that private sector creativity, innovation and basic business-oriented discipline may bring significant savings to Mt. McSauba's operational model, while also encouraging development of new, attractive, and self-sustaining facilities and amenities beyond the City's current capabilities. Through this RFP, the City seeks to accomplish the following key objectives for the Mt. McSauba Recreation Area:

Key Objectives

- ❖ Provide efficient, effective management of the Mt. McSauba Recreation Area
- ❖ Optimize utilization of the recreation area assets
- ❖ Increase quality of service for winter activities
- ❖ Modernize outdated facilities and equipment

- ❖ Ensure long-term viability of Mt. McSauba
- ❖ Support economic development within the Charlevoix area
- ❖ Provide new or better amenities to attract more visitors to the recreation area
- ❖ Create significant additional revenues

Section 2. Partner Role

The City is seeking one or more partners to assist in achieving its objectives. In order to maximize benefits and achieve our objectives, the City intends to work closely with its partner(s) to capitalize on value enhancing ideas and approaches and together develop a path that best addresses the issues faced. Potential partners may enter into a contractual relationship that could contain certain operating, management and revenue collection rights as well as delineate responsibility for operational expenditures for a specified period of time. A partner could potentially assume certain obligations with respect to the operations, maintenance, management and capital improvements of the ski hill in exchange for the revenues achieved.

Section 3. Existing Environment

Mt. McSauba Recreation Area is a small, municipal-owned ski hill on beautiful Lake Michigan in Charlevoix, Michigan. There is a 150 vertical feet for skiers and snowboards from top to bottom of the ski hill with an average of 6,000 skier days each season. The ski hill has been in operation for over 60 years. Currently, there exists the following ski hill infrastructure and equipment for winter operation and management of Mt. McSauba:

- ❖ Heated ski lodge with parking, kitchen, dining area, bathrooms, ski rental area with downhill, snowboard and cross-country rental equipment
- ❖ 2001 Pisten Bully 300 groomer
- ❖ 4 rope tows and with lift attendant buildings
- ❖ 3 fully operational snow guns
- ❖ Lighting for night-time downhill and cross country skiing
- ❖ Ice rink with warming hut and skate rentals
- ❖ Terrain park features
- ❖ Sledding hill

Section 4. Submission Contents

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (hereafter referred to as Vendor), approved by City Council, the City of Charlevoix (hereafter referred to as City) and the Vendor shall endeavor to negotiate a contract and a complete scope of services. If the Vendor fails to negotiate a contract that is acceptable to the City, then the Vendor's RFP shall be deemed rejected.

All proposals submitted become the property of the City of Charlevoix and will not be returned. The City is not responsible for any cost incurred by the respondent in proposal preparation presentations, site visits or benchmarks performed.

In its discretion, the City may elect not to proceed with the subject matter described in this RFP.

1. **Transmittal Letter**-Responder shall first submit a formal transmittal letter on official letterhead that contains the following:
 - a. Statement of Interest-the statement shall indicate responder's general interest and capacity to perform the proposed project.
 - b. Statement of Proposed Life- The proposal must have a proposal life of at least one year from the RFP due date. This shall represent the minimal time during which the proposal is a firm offer and a contract may be entered into.
 - c. Contact Person- Responder must include the name, title, address, telephone number, and e-mail address of the key contact person for any questions regarding the proposal.
 - d. Signature of Authorized Representative- An authorized representative of the firm must sign the transmittal letter.

2. **Responder Background and Information**-Responder shall give a brief overview of the company and provide the following:
 - a. Company name and business address
 - b. Year established
 - c. Type of ownership and parent company (if any)
 - d. If a joint venture is proposed or project teams are formed then all information requested for the Responder throughout the RFP shall be required of all member of the joint venture or team.

3. **Responder History**-Responder must be a responsible responder that is both

ethically and financially in good standing in the industry. If responders have had a contract terminated for default within the last three (3) years, this fact shall be disclosed in the RFP response along with responder's position on the matter.

4. Description of Experience- A description of the respondent's technical and practical experience in the following disciplines, to the extent each is applicable, and how this experience can advance the objectives of the City related to this RFP.

- a. Operations and management-provide examples to demonstrate capabilities in managing, operating, and maintaining ski hill facilities as applicable.
- b. Public/Private Partnerships-provide examples of structuring long-term public/private partnerships, especially in the field of ski hill management and operations.
- c. Financing Models-provide examples of strategic partner financial arrangements and examples of specific project financial arrangements within your experience.
- d. Facility Development- provide examples to demonstrate capabilities in design and development of ski hill amenities and attractions.
- e. Customer Service-provide examples of customer service strategies and practices.
- f. Safety and Security- provide examples of safety and security measures provided in existing or past practices.
- g. References-provide specific references that cite any organizations that you have worked with previously that may demonstrate past experience with the aforementioned items.

5. Proposed Services-Responder shall provide a detailed description of the proposed services, including, but not limited to;

- a. Potential scenarios for the operation of the ski hill that advance the objectives as described in the RFP.
- b. Potential strategies to achieve cost avoidance or provide cost effective solutions, including a description of potential cost savings, that can accrue to the benefit of the City.
- c. Potential scenarios for the development, management and operation of the ski hill.

- d. Suggested partner options, if any, for participating in financing related to facility upgrades or new capital improvements.
 - e. Suggestions regarding the maximum lengths (including renewal terms) of suggested partner relationship arrangements.
6. **Financial Ability**-Responder must include financial evidence that it has the fiscal means to carry out its business plan and also show that proper liability insurance can be obtained naming City of Charlevoix as additionally insured. Responder must include a balance sheet, a business plan and a financial forecast of at least three (3) years with the proposal.

Section 5. Process and Schedule

1. Submission Process- proposals shall be submitted to:

Joyce Golding, City Clerk
210 State Street
Charlevoix, MI 49720

2. Submission Deadline

The responder shall provide a sealed box/envelope containing one (1) signed original and five (5) copies of each shall be clearly labeled with the responder's name and "Mt. McSauba Recreation Area Management Proposal". All proposals shall be submitted to the City Clerk's Office by noon on July 21, 2014. The City will not consider any proposals received after the official deadline.

3. Questions and Answers

Any specific questions shall be directed to Rob Straebel, City Manager, (231)547-3270 or rstraebel@cityofcharlevoix.org.

Section 6. Evaluation Criteria

Proposal will be evaluated and scored according to the following evaluation criteria. Any contract awarded pursuant to this RFP will be to a responder whose proposal addresses the applicable provisions of the RFP and is considered most advantageous to the City.

Compliance with the RFP	Pass/Fail
Financial Strength and Stability	Pass/Fail
Partnership Achieves Key Objectives	40%
Prior Experience	30%
Financing Strategy	30%

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve a Resolution Approving MDOT Grant Agreement and Designating a City Official to Sign Agreement

DATE: June 16, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS:

1. Agreement- Contract Number 14-5326
2. Resolution

BACKGROUND INFORMATION: We have approval from MDOT for all project specifications regarding the Lake to Lake Multi-Use Trail. MDOT will be receiving bids for the project in early July with construction commencing before Labor Day.

MDOT is requiring City Council pass the attached resolution in support of the agreement and designating the City Manager as the City Official to sign the agreement.

RECOMMENDATION: Motion to Approve Resolution Number 2014-06-__.

TAP

DA

Control Section	TAL 15029
Job Number	116623A
Project	TAP 1415(005)
Federal Item No.	HH 9444
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5326

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLEVOIX, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Charlevoix, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 15, 2014, attached hereto and made a part hereof:

Non-motorized pathway work along Ferry Avenue from Stover Road to Highway M-66, along inactive railroad right-of-way near the intersection of Ferry Avenue and Highway M-66 heading westerly and northerly to Highway US-31, and along Highway US-31 from State Street to Bells Bay Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

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

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

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

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

- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$314,261, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

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

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA)

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF CHARLEVOIX

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY: [Signature] 5/24/14
Administrator Real Estate Date

May 16, 2014

EXHIBIT I

CONTROL SECTION TAL 15029
JOB NUMBER 116623A
PROJECT TAP 1415(005)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$393,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$393,000
Less Federal Funds* \$314,261
BALANCE (REQUESTING PARTY'S SHARE) \$ 78,739

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

**City of Charlevoix
Resolution 2014-06-XX**

**A Resolution to Designate a City of Charlevoix Official to Sign MDOT Contract
Number 14-5326 for Grant Funding for the Lake to Lake Multi-Use Trial.**

WHEREAS, the Transportation Enhancement Program is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT); and

WHEREAS, the City of Charlevoix has been awarded grant funding from MDOT from the Transportation Enhancement Program to construct the Lake to Lake Multi-Use Trail;

WHEREAS, MDOT requires the City to designate a specific City official to sign the contract through a resolution.

NOW, THEREFORE, BE IT RESOLVED THAT, the City approves MDOT Contract Number 14-5326 and authorizes City Manager Robert Straebel to sign MDOT Contract Number 14-5326.

RESOLVED, this 16th day of June, 2014.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Temporary /Seasonal Business License and Airport Ground Power Unit Fees

DATE: June 16, 2014

PRESENTED BY: Joyce Golding, City Clerk

BACKGROUND INFORMATION:

At the May 19, 2014 Council Meeting, City Council approved the donation of a Ground Power Unit (GPU) for the Charlevoix Municipal Airport from the DeVos Family. Airport Manager Woody recommended establishing a connection fee of \$60 with a maximum GPU use time of one hour. Manager Woody stated that \$60 is an average of area airport fees that provide the same service.

In 1983, City Council adopted Resolution 83-6-4 which included Temporary and Seasonal Business License Fees. These fees were also a part of the recently adopted 2014-15 City budget.

At the April 21, 2014 Council Meeting, Councilmember Perron stated the business license fees were established over 30 years ago and questioned whether the fee structure should be changed. Treasurer Zielinski indicated that in 2013, 18 permits were issued for a total of \$1,875. Clerk Golding was tasked to canvas surrounding municipalities to determine what fees they charge and make a comparison to the City fees.

At the May 19, 2014 Council Meeting, Mayor Carlson stated that a compromise could be made by eliminating some fees without affecting downtown businesses. General direction from Council was to consider removing the Street Performer (\$50) and Auctioneer (\$15) fees and hold further discussion.

Compiled municipality fees are as follows:

Current Temporary / Seasonal Business Fees

Charlevoix	Solicitors License	50/first day - 5/add'l day - 25/person
	Auctioneer	15/auction
	Roadside stand/temporary business	100/yr
	Transient merchant	50/yr
	Street performer	50/yr
Boyne City	No fees	
Petoskey	Auction	50/event
	Door to Door Sales/Canvassing	50/yr
	Outdoor Beverage & Food Service	50/yr
	Transient Merchant	25/day - 75/wk - 200/season
Mackinac City	Transient Merchant	25/day - 55/wk - 75/mo - 175/qtr - 250/yr
	Hawkers & Peddlers	20/day - 60/wk - 300/yr
East Jordan	Door-to-Door Salesman	50/6 mos
	Transient Merchant	200/6 mos
	Roadside Stand	100/6 mos
	Temporary Business	100/6 mos
	Street Vendor	200/6 mos
	Auctioneer	25/6 mos
Elk Rapids	Peddlers	10/day
	Solicitors	5/day
Bellaire	Temporary Buildings/Structures	20
Cheboygan	Peddlers	100/yr resident - 300/yr non-resident
	Solicitors	100/yr resident - 300/yr non-resident
	Transient merchants	100/yr resident - 300/yr non-resident

RECOMMENDATION: Request Council to pass a motion to remove fees for street performers and auctioneers and add a GPU fee at the Airport by approving Resolution 2014-06-xx, Resolution to Amend Rates and Fees Associated with the 2014-15 Budget.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2014-06-xx
RESOLUTION TO AMEND RATES AND FEES ASSOCIATED WITH THE 2014-15 BUDGET**

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

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

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

NOW, THEREFORE, IT IS RESOLVED that the City of Charlevoix amends rates and fees included in the 2014-15 Proposed Budget with changes to the rates and fees for the following areas, effective June 16, 2014:

1. No charge (\$0) for Auctioneer License fee.
2. No charge (\$0) for Street Performer License fee.
3. Charlevoix Municipal Airport Ground Power Unit (GPU) Connection Sixty Dollars (\$60) for a maximum time of one hour.

RESOLVED this xx day of June, A.D. 2014.

Resolution adopted by the following yea and nay votes:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion on Fact Sheet to Change City Charter for City Clerk Position

DATE: June 16, 2014

PRESENTED BY: Scott Howard, City Attorney

ATTACHMENTS:

1. Fact Sheet with Ballot Language
2. Use of Public Funds for Advocacy Information

BACKGROUND INFORMATION: The August 5, 2014 election is soon approaching whereby residents will be asked to change the City Charter from an elected Clerk to an appointed Clerk. Staff, along with Scott Howard, have developed the attached Fact Sheet regarding objective and factual information on the ballot question.

MCL 15.404 states a public employee cannot “engage in other political activities on behalf of a candidate or *issue* in connection with partisan or nonpartisan elections.” AG opinions concerning expenditures for ballot proposals say no public funds can be spent to urge an outcome, but you can “inform the public in an objective manner” (see attached AG opinion 5597).

Many government organizations have been fined substantial by the State for using public funds to advocate for a position. Staff must be very careful as far as the information that is disseminated. We must be objective, neutral and simply state the facts. Individual Council members can advocate for the change; although, they cannot spend City money or staff time on promoting the change.

RECOMMENDATION: Discussion.

City Clerk Charter Change from Current Elected Position to an Appointed Position

Fact Sheet

1. The City Clerk is currently an elected position. The City Clerk currently does not report to the City Manager or City Council, but is accountable to the voters.
2. The proposed change in the Charter would change the City Clerk to an appointed position. This means that the City Council would appoint the City Clerk and the Clerk would report to the City Manager.
3. All Department Heads except the City Clerk are currently appointed. This includes the City Manager, Treasurer, Police Chief, Fire Chief and Public Works Superintendent. If the Charter is amended, the City Clerk position would be filled through a hiring process similar to these other department heads. This process includes advertising for the position, submission of background and qualifications by applicants, and interviews by City Council and staff.
4. Currently the City Clerk must reside within the City. If the Charter amendment is adopted, the City Clerk could reside within 20-miles of the City borders but would not have to reside within the City itself.
5. The City Clerk is currently up for election every two years. An appointed City Clerk would serve at the pleasure of the City Council and report to the City Manager. As with other City Department Heads, the Clerk could potentially serve longer than the current two year term.
6. The elected City Clerk's compensation is currently determined by the Compensation Commission. Compensation for an appointed City Clerk would be based upon budgetary parameters and performance established by the City Manager and City Council.

Ballot Language for August 5, 2014

PROPOSED AMENDMENT TO THE CHARLEVOIX CITY CHARTER TO CHANGE THE OFFICE OF CITY CLERK TO AN APPOINTED OFFICE

The Charter currently states that the City Clerk is elected for a 2 year term. The proposed amendment would require the City Council to appoint the City Clerk in the same manner as other appointed officials, such as the City Treasurer, and to set the Clerk's compensation.

Shall Sections 2.11, 3.8, 4.4 and 4.7 of the City Charter be amended to provide for the appointment of the City Clerk?

YES: _____

NO: _____

A "Yes" vote will be a vote in favor of the proposed amendment.

A "No" vote will be a vote against the proposed amendment.

1979-1980 Mich. Op. Atty Gen. 482 (Mich.A.G.), 1979-1980 Mich. OAG No. 5597, 1979 WL 36930

Office of the Attorney General

State of **Michigan**
Opinion No. **5597**
November 28, 1979

***1 OFFICERS AND EMPLOYEES:**

Use of public funds to advocate position

BOARDS AND COMMISSIONS:

Use of public funds to advocate position

Although a board or commission may expend appropriated funds to inform the public in an objective manner on issues relevant to the functions of the board or commission, it may not expend public funds to urge the electorate to support or oppose a particular candidate or ballot proposal.

Honorable John C. Hertel
State Senator
The Capitol
Lansing, **Michigan**

You have requested my opinion as to the extent to which state agencies, commissions or boards are permitted to express opinions or advocate positions on issues of public interest.

You have enclosed, by way of illustration, a copy of an article published in the October, 1978 **Michigan** Civil Rights Commission *Newsletter* paid for with public funds. The article sets forth the position of the Civil Rights Commission and its Director on certain proposed state constitutional amendments.

The question you have presented has been considered by this office on prior occasions. **OAG**, 1965-1966, NO 4291, p 1, 2 (January 4, 1965), reviewed whether a school board may expend funds to publish a booklet which contained relevant information concerning school financing and urged a favorable vote on a proposal which would increase the tax limitation and permit the issuance of bonds. It was concluded that:

‘ . . . in the absence of authority, public funds cannot be expended to influence the outcome of an election. . . . ’

The rationale of **OAG**, 1965-1966, No 4291, *supra*, was that the expenditure of such funds ‘ . . . might be contrary to the desire and even subject to the disapproval of a large portion of the county taxpayers. . . . ’ *Mosier v Wayne County Board of Auditors*, 295 **Mich** 27, 31; 294 NW 85 (1940).

Subsequently, **OAG**, 1965-1966, No 4421, p 36 (March 15, 1965), considered whether a county board of supervisors may appropriate and spend county funds to print and distribute material advocating a favorable vote on the issue of whether a new county building should be constructed. This opinion, citing **OAG**, 1965-1966, No 4291, *supra*, and *Mosier v Wayne County Board of Auditors*, *supra*, concluded that, in the absence of authority, a county board may not expend public funds to attempt to influence the outcome of the election.

Most recently, in OAG, 1969–1970, No 4647, p 87, 89 (September 29, 1969), it was asked, *inter alia*, whether an elected member of the State Board of Education may use materials and supplies of the Department of Education to communicate to the public statements of individual members of the Board of Education. The opinion held:

‘There is likewise no bar to the use of materials and supplies by the department of education to furnish information to the public as to views of individual members of the State Board of Education. Indeed, in a representative government it is imperative that the members of the public be informed completely on all issues. . . .’

*2 Const 1963, art 5, § 29 established the Civil Rights Commission and empowered the Commission:

‘. . . to investigate alleged discrimination against any person because of religion, race, color or national origin in the enjoyment of the civil rights guaranteed by law and by this constitution, and to secure the equal protection of such civil rights without such discrimination. . . .’

The Department of Civil Rights was created by the Executive Organization Act of 1965, 1965 PA 380, § 475; MCLA 16.575; MSA 3.29(475).

The Administrative Procedures Act, 1969 PA 306, § 7(h); MCLA 24.207(h); MSA 3.560(107)(h) recognizes a state agency, such as the Department of Civil Rights, may publish informational pamphlets which are solely explanatory. Such publications have been excluded from complying with the rule making procedures required by the Administrative Procedures Act. In addition, 1978 PA 402 contained the general appropriation to the Department of Civil Rights and includes, as a specific line item, an appropriation for a public affairs function within the Department. In the same vein, OAG, 1969–1970, No 4647, *supra*, recognized that the legislature has consistently made appropriations for various types of public information functions in the various departments of state government.

Therefore, I am of the opinion that, while a commission or board may expend appropriated funds to inform the public in an objective manner on issues relevant to the function of the commission or board, it may not expend public funds to urge the electorate to support or oppose a particular candidate or ballot proposal.

Frank J. Kelley
Attorney General

1979-1980 Mich. Op. Atty Gen. 482 (Mich.A.G.), 1979-1980 Mich. OAG No. 5597, 1979 WL 36930

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