



**AGENDA**  
**CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING**  
**Monday, March 1, 2021- 6:00 PM**  
**Held virtually via Zoom (instructions in the packet)**

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**1. Pledge of Allegiance**

- A. Zoom Log-in Instructions

**2. Roll Call**

**3. Presentations**

**4. Inquiry Regarding Conflicts of Interest**

**5. Consent Agenda**

- A. City Council Meeting Minutes - February 15, 2021
- B. Accounts Payable and Payroll Check Registers
- C. Assignment of MPPA Authorized Representative
- D. Networks Northwest Contract Renewals
- E. Approve Agreement with ParkMobile for Parking Payment
- F. Approve Agreement with Granicus for STR Registration Processing

**6. Public Hearings and Actions Requiring Public Hearings**

**7. All Other Actions and Requests**

- A. Easter Egg Hunt Event Request  
Sarah Hagen, Charlevoix Area Chamber of Commerce President
- B. Board Appointment for Lake Charlevoix EMS Authority  
Mark L. Heydlauff, City Manager

**8. Reports and Communications**

- A. Public Comment
- B. City Manager's Comments
- C. Mayor and Council Comments

**9. Other Council Business**

- A. Closed Session: Consider the Purchase of Real Property MCL 15.268(d)

## **10. Adjourn**

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

# CHARLEVOIX CITY COUNCIL

## Pledge of Allegiance

**TITLE:** Zoom Log-in Instructions

**DATE:** March 1, 2021

### **BACKGROUND:**

Due to the ongoing MDHHS order regarding public meetings, this meeting will be held entirely remotely on Zoom. Log-in information is below.

Topic: Charlevoix City Council

Time: Mar 1, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

Meeting ID: 958 9579 3386

Passcode: 923044

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 958 9579 3386

Passcode: 923044

Find your local number: <https://zoom.us/j/95895793386>

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** City Council Meeting Minutes - February 15, 2021

**DATE:** March 1, 2021

**RECOMMENDATION:**

Motion to approve City Council minutes.

**ATTACHMENTS:**

- ▣ Draft Council Minutes

**CITY OF CHARLEVOIX**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
**Monday, February 15, 2021 – 6:00 p.m.**  
210 State Street, Charlevoix, MI

The virtual meeting was called to order at 6:00 p.m. by Mayor Kurtz.

**1. Pledge of Allegiance**

**2. Roll Call**

Mayor: Luther Kurtz (from Hanalei, HI)  
Members Present: Greg Bryan, Aaron Hagen, Janet Kalbfell, Mark Knapp, Phil Parr, Brian Slater (all members from Charlevoix)  
Members Absent: None  
City Manager: Mark L. Heydlauff  
City Clerk: Joyce Golding

**3. Presentations**

**4. Inquiry Regarding Conflicts of Interest**

**5. Consent Agenda**

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – February 1, 2021
- B. Accounts Payable and Payroll Check Registers
  - a. Regular Accounts Payable Check Register – February 16, 2021
  - b. ACH Payments – February 1, 2021 to February 10, 2021
  - c. Payroll Check Register – February 5, 2021
  - d. Payroll Transmittal – February 5, 2021
  - e. Tax Disbursement – February 16, 2021
- C. Annual Poverty Exemption Resolution

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2021-02-07**

**ESTABLISH POLICY AND GUIDELINES FOR USE BY THE BOARD OF REVIEW FOR GRANTING POVERTY EXEMPTIONS**

**WHEREAS,** MCL 211.7u and State Tax Commission Bulletin 6 of 2017 requires the Charlevoix City Council to annually adopt a policy, including an asset test, used to approve or deny poverty exemptions; and

**WHEREAS,** the principal residence of persons, who the City of Charlevoix Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

**WHEREAS,** pursuant to PA 390 of 1994, the City of Charlevoix, Charlevoix County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2. File a claim with the City Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, Poverty Exemption Affidavit.
3. File a claim reporting that the combined assets of all persons (except those exempt from consideration as listed below) do not exceed one-half the current federal poverty income guidelines.
  - a. Assets exempt from consideration in determining eligibility for poverty exemption are the applicant's principal residence, one motor vehicle per working adult, essential household goods, personal assets of any nature with a total value up to one-half the annual federal poverty income guidelines listed below.
  - b. Assets the Board of Review can consider include but are not limited to, real estate other than the principal residence, personal property, motor vehicles other than one vehicle per working adult, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
4. Produce a valid driver's license or other form of identification if requested.
5. Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.

**DRAFT**

6. Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
7. The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the **2021** federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

**FEDERAL POVERTY GUIDELINES USED IN THE DETERMINATION OF POVERTY EXEMPTIONS**

Number of Persons	2021 Income Limit
1 (owner)	\$12,880
2	\$17,420
3	\$21,960
4	\$26,500
5	\$31,040
6	\$35,580
7	\$40,120
8	\$44,660
more than 8 persons, add \$4,540 each additional person	

**NOW THEREFORE BE IT RESOLVED**, that the City Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying any exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

**RESOLVED** this 15th day of February, 2021 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

**D. Charlevoix Historical Society Request for Charitable Gaming**

**CITY OF CHARLEVOIX  
RESOLUTION NO. 2021-02-10  
LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES  
(REQUIRED BY MCL 432.103(K)(ii))**

At a regular meeting of the Charlevoix City Council called to order by Mayor Luther Kurtz on Monday, February 15, 2021 at 6:00 p.m. the following resolution was offered:

Moved by Parr and supported by Kalbfell that the request from the Charlevoix Historical Society of Charlevoix, county of Charlevoix, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for approval.

**APPROVAL**

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

Absent: None

Motion by Parr, second by Kalbfell to approve the Consent Agenda.

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

**6 Public Hearings & Actions Requiring Public Hearings**

**A. Ordinance 824: Adoption of Amended 2020-2021 Budget**

Mayor Kurtz opened the public hearings at 6:02 p.m. City Manager Heydlauff stated that adopting this amendment brings the 2020-2021 Budget up to date for the changes that have occurred in revenue and spending over the past year.

Mayor Kurtz opened the item to public comment, and none was heard.

**CITY OF CHARLEVOIX**

**DRAFT**

**ORDINANCE NO. 824 OF 2021**  
**2020-2021 BUDGET AMENDMENT #1**

*The Budget for the fiscal year beginning April 1, 2020 shall be amended for operating the City of Charlevoix. Ordinance 814 of 2020 Budget Appropriation Act of 2020-2021, is hereby amended as follows:*

		Original Budget	Amended Budget	Net Change
General Fund	RV Total	3,420,600	3,721,770	301,170
- Legislative	EX Total	59,000	53,258	(5,743)
- General Government	EX Total	646,650	647,280	630
- Public Safety	EX Total	1,137,100	1,152,888	15,788
- Public Works	EX Total	249,200	371,159	121,959
- Health and Welfare	EX Total	61,200	181,495	120,295
- Recreation & Culture	EX Total	1,214,550	1,307,320	92,770
- Other	EX Total	17,100	97,314	80,214
- Fund Transfers	EX Total	35,000	66,000	31,000
Major Street Fund	RV Total	425,084	430,819	5,735
	EX Total	340,454	377,994	37,540
Local Street Fund	RV Total	141,681	169,782	28,102
	EX Total	136,800	141,796	4,996
EMS Fund	RV Total	1,499,900	1,362,986	(136,914)
	EX Total	1,492,900	1,361,986	(130,914)
Parking Services Fund	RV Total	86,600	55,400	(31,200)
	EX Total	77,700	55,195	(22,505)
Housing Initiatives Fund	RV Total	10,000	21,200	11,200
	EX Total	0	1,500	1,500
DDA Fund	RV Total	573,500	654,193	80,693
	EX Total	589,300	668,980	79,680
Public Services Facility Debt Service Fund	EX Total	541,900	542,275	375
Airport Fund	RV Total	2,036,754	1,850,249	(186,505)
	EX Total	1,861,500	1,665,688	(195,812)
P#1 - Fire Replacement Fund	RV Total	47,342	98,092	50,750
P#5 - Sewer Capital Fund - Northside Fund	RV Total	4,850	6,850	2,000
P#6 - Infrastructure Improvements Fund	RV Total	405,100	416,640	11,540
	EX Total	373,400	703,768	330,368
P#7 - Street Improvements	RV Total	249,000	252,282	3,282
P#9 - Industrial Park Fund	EX Total	3,500	10,000	6,500
P#13 - Ambulance Replacement Fund	RV Total	114,000	20,500	(93,500)
	EX Total	0	33,712	33,712
P#14 - Public Services Facility Fund	RV Total	0	620	620
	EX Total	6,500,000	7,426,215	926,215
Electric Fund	RV Total	7,460,751	7,535,171	74,420
	EX Total	9,180,500	8,810,910	(369,590)
Sewer Fund	RV Total	2,450,550	2,451,450	900
	EX Total	3,700,800	3,340,304	(360,496)
Water Fund	RV Total	1,683,200	1,769,755	86,555
	EX Total	1,563,200	1,814,783	251,583
Marina Fund	RV Total	876,430	888,280	11,850
	EX Total	1,538,600	1,522,193	(16,407)
DPW Site Fund	EX Total	1,528,500	33,356	(1,495,144)
Employee Fringe Benefit Fund	RV Total	2,947,700	3,013,755	66,055
	EX Total	3,097,000	3,159,194	62,194
Motor Pool Fund	RV Total	1,376,792	1,462,855	86,062
	EX Total	1,561,100	1,549,852	(11,248)
Perpetual Care Trust Fund	EX Total	0	48,656	48,656
<u>Bad Debt Write-Offs</u>				
General Fund/EMS	225,642	ambulance		
DDA	2			
Airport	967			
General Misc	1,994			
Electric Fund	10,612			
Water Fund	2,191			
Sewer Fund	3,254			
<b>2019-2020 TOTAL:</b>	<b>244,662</b>			
2019-20	\$164,129			
2018-19	\$40,680			
2017-18	\$47,070			
2016-17	\$40,120			
2015-16	\$35,724			
2014-15	\$55,724			
2013-14	\$45,663			
2012-13	\$76,613			
2011-12	\$31,720			

**DRAFT**

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

Ordinance No. 824 was adopted on the 15th day of February, 2021 A.D., by the Charlevoix City Council as follows:

Motion by: Hagen  
Seconded by: Kalbfell  
Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell  
Nays: None  
Absent: None

State of Michigan }  
City of Charlevoix } §

B. Ordinance 825: Adoption of 2021-2022 Budget

City Manager Heydlauff presented the FY 2021-2022 budget and fee schedule.

Mayor Kurtz opened the item to public comment, and none was heard.

**CITY OF CHARLEVOIX  
ORDINANCE NO. 825 of 2021  
BUDGET APPROPRIATION ACT**

**THE CITY OF CHARLEVOIX ORDAINS:**

**WHEREAS,** the City Council of the City of Charlevoix did give notice of the time and place when a public hearing would be held in conformity with provisions of Section 7.8, Article VII of the City Charter, which Public Hearing was duly held pursuant to said notice and in conformity therewith.

**THEREFORE, BE IT RESOLVED,** that the revenues and expenditures for the fiscal year commencing on April 1, 2021 and ending March 31, 2022 are hereby appropriated on a fund level basis (a detailed breakdown by activity level can be found in the Budget Details document) as summarized by the following:

**GENERAL FUND**

TOTAL REVENUES: \$3,797,300

TOTAL EXPENSE: \$3,797,300

**BE IT FURTHER RESOLVED,** that the City Council of the City of Charlevoix does hereby levy 11.0526 mills (9.3526 mills operating and 1.7000 mills infrastructure) for the period of April 1, 2021 through March 31, 2022 on all real and eligible personal property in the City of Charlevoix according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Charlevoix and for infrastructure improvements, and is levied pursuant to Section 8.1, Article VIII of the City Charter; and

**BE IT FURTHER RESOLVED,** that the City Council does hereby levy a tax not to exceed 1.3556 mills for the period April 1, 2021 through March 31, 2022 on all real and eligible personal property in the Downtown Development District, according to the valuation of the same within the district; and

**BE IT FURTHER RESOLVED,** that the City Council does hereby levy a tax not to exceed 1 mill for the period April 1, 2021 through March 31, 2022 on all real and eligible personal property in the City of Charlevoix, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of rubbish collection and other related services provided citizens allowed by the act, and is levied pursuant to Michigan Public Act 213 of 1969; and

**BE IT FURTHER RESOLVED,** that the City Council does hereby approve the following budgets for the period April 1, 2021 through March 31, 2022 in the amounts set forth below by fund:

<b><u>FUND</u></b>	<b><u>REVENUE</u></b>	<b><u>EXPENSE</u></b>
Major Street Fund	\$ 477,270	\$ 477,270
Local Street Fund	177,181	142,200
Parking Services	89,100	89,100
Housing Initiatives	16,000	0
EMS	1,325,500	1,323,500
Electric Fund	9,543,300	9,543,300
Sewer Fund	3,826,800	3,826,800
Water Fund	1,747,500	1,731,000
Marina Fund	1,542,600	1,542,600

**DRAFT**



Airport Fund	1,764,700	1,764,700
Downtown Development Authority	601,600	601,600
Employee Fringe Benefit	3,049,400	3,049,400
Motor Vehicle Fund	1,244,600	1,244,600
Perpetual Care Trust Fund	6,000	0
General Debt Service Fund	325,300	325,300
General Debt Service Fund – New Services Facility	482,800	482,700
Fire Fund	50,024	0
Sewer Tap-in Fund*	15,080	0
Northside/Southside Sewer Fund*	4,500	0
Infrastructure Improvement	648,000	648,000
Road Improvements	252,300	200,000
Industrial Park Fund	7,570	3,500
Mt. McSaubia Recreation Fund	7,020	0
<b>FUND</b>	<b>REVENUE</b>	<b>EXPENSE</b>
Ambulance Fund	0	0
Services Facility Fund	600,000	500,000
Trail Development-Improvement Fund	1,155,000	1,151,500
Public Works Service Facility Fund	0	301,000

\* These funds are part of the Sewer Fund

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

Ordinance No. 825 was adopted on the 15th day of February, 2021 A.D., by the Charlevoix City Council as follows:

Motion by: Kalbfell  
Seconded by: Hagen  
Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell  
Nays: None  
Absent: None

State of Michigan }  
City of Charlevoix } §

Motion by Parr, second by Slater to adopt Resolution 2021-02-09 Rates & Fees associated with the 2021-22 budget as presented.

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2021-02-09**  
**RATES & FEES ASSOCIATED WITH THE 2021-22 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

**WHEREAS,** the City of Charlevoix proposes to make these rates and fees effective on April 1, 2021.

**NOW THEREFORE BE IT RESOLVED** that the City of Charlevoix adopts all rates and fees included in the 2021-22 Proposed Budget with changes to the rates and fees for the following areas: airport, cemetery, marina, parking, FOIA, golf, miscellaneous, and Utility Rates which includes water, wastewater, and electric rates.

**RESOLVED,** this 15th day of February, 2021 A.D.

Resolution adopted by the following yea and nay votes:

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell  
Nays: None

- C. Capital Budget: Charlevoix Tomorrow 2021  
City Manager Heydlauff presented the FY 2021-2022 capital budget.

Mayor Kurtz opened the item to public comment, and none was heard. The public hearings were closed at 6:10 p.m.

**DRAFT**

Motion by Hagen, second by Slater to adopt Resolution 2021-02-08 as presented.

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2021-02-08**  
**FISCAL YEAR 2021-22 CAPITAL BUDGET**

**WHEREAS,** the City of Charlevoix annually must adopt a Capital Budget to comply with the City Charter; and

**WHEREAS,** the Capital Budget, with or without amendments, shall be adopted after a public hearing on or before October 15<sup>th</sup> of each year; and

**WHEREAS,** the City Council shall publish in a newspaper of general circulation in the City a general summary of the Capital Budget and notice the public hearing at least two weeks before the hearing.

**NOW THEREFORE BE IT RESOLVED** that the City of Charlevoix having properly noticed and held a public hearing hereby adopts the Capital Budget for the fiscal year 2021-22.

**RESOLVED,** this 15th day of February, 2021 A.D.

Resolution adopted by the following yea and nay votes:

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

**7. All Other Actions & Requests**

**A. Creation of the Lake Charlevoix Emergency Medical Services Authority**

City Manager Heydlauff recalled over the past several months, he was in regular discussion with leaders of our neighboring townships about the creation of a regional ambulance authority to assume management of the department we currently operate. Membership entitles the governing board of the township or city to appoint one member to the authority board. He explained that the authority board would exercise full management over the authority including budget, personnel, and other functions and would be authorized to seek a millage vote from the voters in the authority. At this point Hayes, Marion, Eveline, and Charlevoix Townships along with the City are included in the authority. The City Manager requested Council give conditional approval for the Mayor and City Clerk to sign the agreement once all final legal reviews are complete and upon the advice of the City Attorney and the City Manager.

Mayor Kurtz opened the item to public comment, and none was heard.

Motion by Parr, second by Slater to ratify the Interlocal Agreement creating the Lake Charlevoix Emergency Medical Services Authority and authorize the Mayor and City Clerk to sign the document upon the satisfactory review and final negotiation by the City Manager and City Attorney.

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

**8. Reports & Communications**

**A. Public Comments**

**B. City Manager Comments**

- Thanks to City Staff for their hard work creating the 2021-22 budget
- Thanks to the DPW Staff's snow removal over the last couple of weeks; Council added their thanks also

**C. Mayor & Council Comments**

- Kalbfell presented an overview of the pandemic from the Commission on Aging
- Bryan noted that the proposal to give the homestead exemption to long-term rentals never made it out of committee

**9. Other Council Business**

**A. Closed Session: Consider the Purchase of Real Property MCL 15.268(d)**

Motion by Hagen, second by Parr to enter Closed Session pursuant to MCL 15.268(d) to consider the purchase of real property.

Yeas: Knapp, Bryan, Slater, Hagen, Parr, Kalbfell

Nays: None

Council moved into Closed Session at 6:34 p.m. Council resumed Open Session at 6:51 p.m.

**10. Adjourn**

Motion by Kalbfell, second by Parr to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:52 p.m.

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Joyce M. Golding

City Clerk

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Luther Kurtz

Mayor

**DRAFT**

**Regular Accounts Payable – 02/16/2021**

ACCUMED GROUP, THE	4,485.76	KLOOSTER, KAREN	75.00
ACE HARDWARE	1,072.72	KSS ENTERPRISES	1,786.88
AMERICAN WASTE INC.	50.04	LAMAR COMPANIES	770.00
AT&T MOBILITY	555.04	MCCARDEL CULLIGAN-PETOSKEY	101.00
AUTO VALUE	677.33	MCMULLEN, DONALD R.	43.68
AVFUEL CORPORATION	520.00	MDC CONTRACTING LLC	17,087.10
BALLARD'S	100.00	MICHAEL MURPHY IV PHOTOGRAPHY	495.00
BEACON ATHLETICS	199.00	MICH DEPT OF HEALTH & HUMAN SVCS	850.00
BELL EQUIPMENT COMPANY	881.05	MICHIGAN MUNICIPAL LEAGUE	17,994.00
BIGGERSTAFF, NICHOLE	75.00	MICHIGAN OFFICEWAYS INC	1,003.76
BOATRIGHT, MARSENA	160.00	NAVIA BENEFIT SOLUTIONS	50.00
BOUND TREE MEDICAL LLC	197.56	NEXVORTEX INC	116.27
CARQUEST OF CHARLEVOIX	3,974.63	NORTHERN MICH LAW ENFORCEMENT	150.00
CENTRAL DRUG STORE	120.66	NORTHWEST FIRE	790.50
CHARLEVOIX AUTO	285.44	NYSTROM, JIM	465.00
CHARLEVOIX TOWNSHIP	33.16	OLESON'S FOOD STORES	4.99
CINTAS CORPORATION	116.92	POWER LINE SUPPLY	37,681.84
CITY OF CHARLEVOIX - MISC	38,437.29	POWERPLAN	575.99
CITY OF CHARLEVOIX - UTILITIES	39,864.26	PREIN & NEWHOF	340.00
CONWAY PROFESSIONAL SERVICES	370.00	PURITY CYLINDER GASES INC	64.37
CORPORATE SETTLEMENT SOLUTIONS	84.99	QUALITY CAR & TRUCK REPAIR INC	926.08
CUMMINS BRIDGEWAY LLC	1,388.82	RECDESK LLC	2,300.00
DELL MARKETING L P	795.08	SCOTT, DIANE	53.99
DIGITAL DOLPHIN	339.90	STATE OF MICHIGAN	70.00
DORNBOS SIGN INC.	311.79	STRICKER'S OUTDOOR POWER EQUIP	726.18
DROST LANDSCAPE INC.	9,590.00	SUMMIT COMPANIES	650.00
EDGEWATER RESOURCES LLC	1,135.00	SUN BADGE CO.	224.50
ELLSWORTH FARMER'S EXCHANGE	1,125.19	TAYLOR 12501 LLC	4,417.50
ELMER'S CRANE & DOZER INC.	48,245.32	TELNET WORLDWIDE	227.11
FAMILY FARM & HOME	404.39	TRUCK & TRAILER SPECIALTIES	20.20
FASTENAL COMPANY	62.85	UNIFIRST CORPORATION	1,190.26
FORRESTER, KEN	35.00	USA BLUE BOOK	362.91
FREEDOM MAILING SERVICES INC.	2,285.19	VILLAGER PUB, THE	50.00
GRAND TRAVERSE DIESEL INC.	239.76	WHITLEY, KEN	17.75
HAGGARD'S INC	120.00	WILMOT ELECTRIC INC	3,886.50
HALVERSON, DENNIS	225.00	WITMER PUBLIC SAFETY GROUP	462.93
HOLIDAY LIGHTING SERVICES INC.	1,964.16	XEROX FINANCIAL SERVICES	337.68
HYDE SERVICES LLC	49.40	ZERBY, LINDA	20.00
HYDRO CORP	539.50	ZIXCORP	3.75
INDEPENDENT DRAFTING SERVICES	1,960.00	<b>TOTAL</b>	<b>259,769.92</b>
KLINGBEIL, DENISE & BILL	300.00		

**ACH Payments – 02/01/2021 to 02/10/2021**

MI PUBLIC POWER AGENCY	17,485.08	VANTAGEPOINT (457 ICMA PLAN)	22,156.16
PROXIMITY SPACE INC	99.00	VANTAGEPOINT (ROTH IRA)	1,280.76
AMG PAYMENT SOLUTIONS	25.33	MI PUBLIC POWER AGENCY	15,299.00
PAYMENT SERVICE NETWORK INC	250.50	DTE ENERGY	8,239.99
IRS (PAYROLL TAX DEPOSIT)	50,709.19	STATE OF MI (SALES TAX)	20,297.31
ALERUS FINANCIAL (HCSP)	350.00	<b>TOTAL</b>	<b>144,100.12</b>
STATE OF MI (WITHHOLDING TAX)	6,995.72		
VANTAGEPOINT (401 ICMA PLAN)	912.08		

**Payroll Net Pay – Check Date 02/05/2021**

HEYDLAUFF, MARK L.	3,175.97	STEWART, MORGAN J.	1,486.58
GOLDING, JOYCE M.	2,161.34	MATELSKI, KRISTEN L.	1,358.74
DEROSIA, PATRICIA E.	1,391.07	WURST, RANDALL W.	1,180.13
DOTSON, LINDSEY J.	1,423.60	MAYER, SHELLEY L.	1,500.37
KLOOSTER, ALIDA K.	2,144.59	HILLING, NICHOLAS A.	1,425.78
GOLOVICH, KAREN J.	982.16	MEIER III, CHARLES A.	1,428.02
BARNEVELD, RICHELLE L.	1,163.84	ZACHARIAS, STEVEN B.	1,639.53
EDWARDS, MACKENZIE R.	1,795.01	NEWMAN, MARK J.	1,143.83
MILLER, FAITH G.	19.97	GRIFFITH, JOHN J.	2,937.40
MCGINN, KELLY A.	2,074.77	SWEM, DONALD L.	16,381.30
DOAN, GERARD P.	2,416.03	EATON, BRAD A.	2,353.56
SCHOLEY, ROBERT W.	1,677.15	WILSON, TIMOTHY J.	3,054.81
UMULIS, MATTHEW T.	891.78	LAVOIE, RICHARD L.	2,286.74
ORBAN, BARBARA K.	1,158.13	STEVENS, BRANDON C.	2,447.12
RILEY, DENISE M.	464.61	DRAVES, MARTIN J.	2,238.73
MUNK, CHRISTOPHER J.	1,219.81	ANDERSON, ELIZABETH A.	1,234.96
SCHICK, TIELER R.	1,252.78	KENWABIKISE, DAVID L.	1,106.38

**DRAFT**

ELLIOTT, PATRICK M.	2,741.55	MCMULLEN, DONALD R.	1,804.72
SCHWARTZFISHER, JOSEPH	1,196.88	SILVA, JESSE L.A.	1,571.84
BRADLEY, KELLY R.	1,786.23	JOHNSON, MELISSA A.	1,283.57
HART II, DELBERT W.	1,427.91	STEPHENS, LYON G.	1,266.95
JONES, ROBERT F.	1,155.69	TRAVERS, MANUEL J.	1,848.41
FARRELL, MITCHELL L.	1,372.84	FAULKNOR, CHRISTOPHER J.	1,994.03
THORP JR, WILLIAM D.	1,488.84	STEVENS, JEFFREY W.	15.40
LEITNER, RYAN S.	1,278.46	RILEY, CASEY W.	596.71
FERGUSON, ROYCE L.	1,933.53	JONES, LARRY M.	326.56
KNORR, KENT J.	1,965.65	LEPIRD, KATIE A.	1,380.72
ANZELL, BETH A.	1,320.37	MOYER, DAVID T.	492.70
BOSS, SHERRY M.	305.00	CORNELL, BRITTA J.	325.08
DOE-NIMPHIE, SETH K.	206.38	MISHLER, MICHAEL. J.	1,099.14
REDMAN, SEAN M.	206.38	AZZOPARDI, ANTHONY J.	1,574.40
PORATH, JACOB P.	234.46	PECK, JARICA L.	323.04
WHITLEY, NICHOLAS J.	287.56	DIETZ, AMANDA M.	827.84
HAGEN, MADISON L.	207.24	WELLS, JANINNA J.	215.67
WHITE III, MARCUS W.	321.35	MOYER, NATHAN I.	1,245.41
BERTINELLI, DAVID P.	269.58	HOSLER, ERIK R.	621.91
FOSTER, WILLIAM P.	433.40	BYRNE, RYAN M.	124.67
MATTACK, JEFFREY C.	716.09	CULBERTSON, CRISTIN E.	90.43
MATTACK, ANNE E.	508.96	WHITLEY, ANDREW T.	2,719.52
MAY, MEREDITH A.	47.57	MORRISON, KEVIN P.	1,255.73
BOSS, BEAU J.	1,162.05	BOSS JR, DALE E.	1,560.25
BEMIS, GARRETTSON G.	407.77	HILLIGAN, ABIGAIL B.	313.72
COFFEY, JASON J.	488.75	MATTER, DAWSON K.	86.27
WYMAN, MATTHEW A.	1,649.54	HOLM, ARTHUR R.	1,202.78
MILLER, WILLIAM S.	1,362.82	WILLSON, BRENDA R.	150.98
DOUGLAS, MARK	980.72	<b>TOTAL</b>	<b>125,769.75</b>
FRATRICK, JOSEPH W.	535.81		
CARSON, SAWYER J.	835.33		

**Payroll Transmittal – 02/05/2021**

4FRONT CREDIT UNION	1,018.00	MI STATE DISBURSEMENT UNIT	209.65
AMERICAN FAMILY LIFE	540.72	MONEY LIFE INSURANCE	353.12
CHAR EM UNITED WAY	90.00	POLICE OFFICERS LABOR COUNCIL	251.25
CHARLEVOIX STATE BANK	867.00	PRIORITY HEALTH	1,584.57
COMMUNICATION WORKERS OF AMER	675.02	<b>TOTAL</b>	<b>5,853.93</b>
DISCOVER BANK	264.60		

**Tax Disbursement – 02/16/2021**

CHARLEVOIX COUNTY TREASURER	102,095.47	CHARLEVOIX PUBLIC SCHOOLS	201.89
CHARLEVOIX DISTRICT LIBRARY	65,728.98	CHARLEVOIX-EMMET ISD	156,853.12
CHARLEVOIX PUBLIC SCHOOLS	7,211.73	CITY OF CHARLEVOIX - TAXES DUE	47,029.72
CHARLEVOIX PUBLIC SCHOOLS	206.02	RECREATIONAL AUTHORITY	12,736.14
CHARLEVOIX PUBLIC SCHOOLS	144.18	<b>TOTAL</b>	<b>392,268.99</b>
CHARLEVOIX PUBLIC SCHOOLS	61.74		

# **CHARLEVOIX CITY COUNCIL**

## **Consent Agenda**

**TITLE:** Accounts Payable and Payroll Check Registers

**DATE:** March 1, 2021

### **ATTACHMENTS:**

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/13/2021	02/19/2021	132745	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,018.00
02/13/2021	02/19/2021	132746	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
02/13/2021	02/19/2021	132746	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	453.82
02/13/2021	02/19/2021	132747	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
02/13/2021	02/19/2021	132748	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 2/13/2	90.00
02/13/2021	02/19/2021	132749	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	867.00
02/13/2021	02/19/2021	132750	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	675.02
02/13/2021	02/19/2021	132751	DISCOVER BANK	9032	Garnishment: WWR File #040038	288.34
02/13/2021	02/19/2021	132752	MI STATE DISBURSEMENT	9012	FRIEND OF THE COURT Pay Pe	209.65
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	246.84
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 2/13/	52.09
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 2/13/20	4.40
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	39.99
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 2/13	6.84
02/13/2021	02/19/2021	132753	MONEY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 2/13/2	2.96
02/13/2021	02/19/2021	132754	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,584.57
Grand Totals:		16				5,718.61

## Summary of Check Registers &amp; ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

02/19/21 Payroll Transmittal Checks \$ 5,718.61  
 02/19/21 Payroll (net pay) \$ 104,769.83  
 02/22/21 Special Accounts Payable Run \$ 65,067.79  
 03/02/21 Regular Accounts Payable \$ 1,116,481.15

Checks Sub-Total: \$ 1,292,037.38

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

02/16/21 MI Public Power Agency \$ 13,368.48  
 02/19/21 IRS (Payroll Tax Deposit) \$ 37,740.18  
 02/19/21 Alerus Financial (HCSP) \$ 350.00  
 02/19/21 State of MI (Withholding Tax) \$ 5,601.75  
 02/19/21 Vantagepoint (401 ICMA Plan) \$ 912.08  
 02/19/21 Vantagepoint (457 ICMA Plan) \$ 20,634.71  
 02/19/21 Vantagepoint (Roth IRA) \$ 1,280.76  
 02/19/21 MERS (Defined Benefit Plan) \$ 51,225.38  
 02/22/21 MI Public Power Agency \$ 21,605.24

ACH Sub-Total: \$ 152,718.58

Huntington National Bank Total: \$ 1,444,755.96

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/02/21 Tax Disbursement \$ 659,581.81  
 Charlevoix State Bank Total: \$ 659,581.81

Grand Total: \$ 2,104,337.77

APPROVED:

  
 CITY MANAGER

CITY TREASURER

  
 CITY CLERK



Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/13/2021	PC	02/19/2021	32571	HEYDLAUFF, MARK L.	102		2,887.53
02/13/2021	PC	02/19/2021	32572	GOLDING, JOYCE M.	106		1,714.63
02/13/2021	PC	02/19/2021	32573	DEROSIA, PATRICIA E.	107		1,195.27
02/13/2021	PC	02/19/2021	32574	DOTSON, LINDSEY J.	109		1,423.60
02/13/2021	PC	02/19/2021	32575	KLOOSTER, ALIDA K.	121		1,756.59
02/13/2021	PC	02/19/2021	32576	GOLOVICH, KAREN J.	122		982.15
02/13/2021	PC	02/19/2021	32577	BARNEVELD, RICHELLE	123		1,163.84
02/13/2021	PC	02/19/2021	32578	EDWARDS, MACKENZIE	124		1,352.89
02/13/2021	PC	02/19/2021	32579	MILLER, FAITH G.	142		34.93
02/13/2021	PC	02/19/2021	32580	MCGINN, KELLY A.	146		1,628.05
02/13/2021	PC	02/19/2021	32581	DOAN, GERARD P.	201		2,416.03
02/13/2021	PC	02/19/2021	32582	SCHOLEY, ROBERT W.	204		1,741.54
02/13/2021	PC	02/19/2021	32583	UMULIS, MATTHEW T.	205		1,013.26
02/13/2021	PC	02/19/2021	32584	ORBAN, BARBARA K.	209		1,181.01
02/13/2021	PC	02/19/2021	32585	RILEY, DENISE M.	213		460.04
02/13/2021	PC	02/19/2021	32586	MUNK, CHRISTOPHER J.	215		1,270.06
02/13/2021	PC	02/19/2021	32587	SCHICK, TIELER R.	216		1,355.60
02/13/2021	PC	02/19/2021	32588	STEWART, MORGAN J.	217		1,433.06
02/13/2021	PC	02/19/2021	32589	MATELSKI, KRISTEN L.	230		1,358.74
02/13/2021	PC	02/19/2021	32590	WURST, RANDALL W.	411		1,634.93
02/13/2021	PC	02/19/2021	32591	MAYER, SHELLEY L.	412		1,500.37
02/13/2021	PC	02/19/2021	32592	HILLING, NICHOLAS A.	413		1,608.70
02/13/2021	PC	02/19/2021	32593	MEIER III, CHARLES A.	421		1,317.73
02/13/2021	PC	02/19/2021	32594	ZACHARIAS, STEVEN B.	422		1,308.70
02/13/2021	PC	02/19/2021	32595	NEWMAN, MARK J.	424		1,092.33
02/13/2021	PC	02/19/2021	32596	GRIFFITH, JOHN J.	500		2,937.39
02/13/2021	PC	02/19/2021	32597	EATON, BRAD A.	515		2,548.39
02/13/2021	PC	02/19/2021	32598	WILSON, TIMOTHY J.	516		2,673.23
02/13/2021	PC	02/19/2021	32599	LAVOIE, RICHARD L.	519		2,274.39
02/13/2021	PC	02/19/2021	32600	STEVENS, BRANDON C.	521		2,652.15
02/13/2021	PC	02/19/2021	32601	DRAVES, MARTIN J.	523		2,253.93
02/13/2021	PC	02/19/2021	32602	ANDERSON, ELIZABETH	526		1,234.96
02/13/2021	PC	02/19/2021	32603	KENWABIKISE, DAVID L.	528		1,106.38
02/13/2021	PC	02/19/2021	32604	ELLIOTT, PATRICK M.	600		2,741.56
02/13/2021	PC	02/19/2021	32605	SCHWARTZFISHER, JOS	603		1,546.05
02/13/2021	PC	02/19/2021	32606	BRADLEY, KELLY R.	614		1,366.24
02/13/2021	PC	02/19/2021	32607	HART II, DELBERT W.	616		1,526.90
02/13/2021	PC	02/19/2021	32608	JONES, ROBERT F.	618		1,763.32
02/13/2021	PC	02/19/2021	32609	FARRELL, MITCHELL L.	622		1,349.13
02/13/2021	PC	02/19/2021	32610	THORP JR, WILLIAM D.	623		1,859.86
02/13/2021	PC	02/19/2021	32611	LEITNER, RYAN S.	624		1,991.25
02/13/2021	PC	02/19/2021	32612	FERGUSON, ROYCE L.	625		1,806.77
02/13/2021	PC	02/19/2021	32613	KNORR, KENT J.	700		1,965.65
02/13/2021	PC	02/19/2021	32614	ANZELL, BETH A.	702		1,320.37
02/13/2021	PC	02/19/2021	32615	BOSS, SHERRY M.	730		249.74
02/13/2021	PC	02/19/2021	32616	DOE-NIMPHIE, SETH K.	738		89.86
02/13/2021	PC	02/19/2021	32617	PORATH, JACOB P.	741		196.72
02/13/2021	PC	02/19/2021	32618	WHITLEY, NICHOLAS J	742		71.89
02/13/2021	PC	02/19/2021	32619	HAGEN, MADISON L.	752		248.68
02/13/2021	PC	02/19/2021	32620	WHITE III, MARCUS W.	754		478.67
02/13/2021	PC	02/19/2021	32621	BERTINELLI, DAVID P.	764		134.79
02/13/2021	PC	02/19/2021	32622	FOSTER, WILLIAM P.	765		393.58
02/13/2021	PC	02/19/2021	32623	MATTACK, JEFFREY C.	767		668.28
02/13/2021	PC	02/19/2021	32624	MAY, MEREDITH A.	771		122.90
02/13/2021	PC	02/19/2021	32625	BOSS, BEAU J.	788		1,162.05
02/13/2021	PC	02/19/2021	32626	BEMIS, GARRETTSON G.	797		424.72
02/13/2021	PC	02/19/2021	32627	COFFEY, JASON J.	798		396.56

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
02/13/2021	PC	02/19/2021	32628	WYMAN, MATTHEW A.	927		1,649.54
02/13/2021	PC	02/19/2021	32629	MILLER, WILLIAM S.	933		916.11
02/13/2021	PC	02/19/2021	32630	DOUGLAS, MARK	935		958.83
02/13/2021	PC	02/19/2021	32631	FRATRICK, JOSEPH W.	940		698.32
02/13/2021	PC	02/19/2021	32632	CARSON, SAWYER J.	941		848.65
02/13/2021	PC	02/19/2021	32633	MCMULLEN, DONALD R.	1000		1,804.72
02/13/2021	PC	02/19/2021	32634	SILVA, JESSE L.A.	1001		1,594.65
02/13/2021	PC	02/19/2021	32635	JOHNSON, MELISSA A.	1004		78.78
02/13/2021	PC	02/19/2021	32636	STEPHENS, LYON G.	1005		1,132.36
02/13/2021	PC	02/19/2021	32637	TRAVERS, MANUEL J.	1006		1,278.84
02/13/2021	PC	02/19/2021	32638	FAULKNER, CHRISTOPH	1007		2,532.99
02/13/2021	PC	02/19/2021	32639	STEVENS, JEFFREY W.	1028		92.35
02/13/2021	PC	02/19/2021	32640	RILEY, CASEY W.	1052		442.35
02/13/2021	PC	02/19/2021	32641	JONES, LARRY M.	1057		99.55
02/13/2021	PC	02/19/2021	32642	LEPIRD, KATIE A.	1061		1,091.46
02/13/2021	PC	02/19/2021	32643	MOYER, DAVID T.	1073		95.37
02/13/2021	PC	02/19/2021	32644	CORNELL, BRITTA J.	1106		238.72
02/13/2021	PC	02/19/2021	32645	MISHLER, MICHAEL. J.	1107		855.62
02/13/2021	PC	02/19/2021	32646	AZZOPARDI, ANTHONY J.	1108		2,013.46
02/13/2021	PC	02/19/2021	32647	PECK, JARICA L.	1114		370.91
02/13/2021	PC	02/19/2021	32648	DIETZ, AMANDA M.	1115		205.75
02/13/2021	PC	02/19/2021	32649	WELLS, JANINNA J.	1117		183.32
02/13/2021	PC	02/19/2021	32650	MOYER, NATHAN I.	1118		1,151.15
02/13/2021	PC	02/19/2021	32651	HOSLER, ERIK R.	1122		125.03
02/13/2021	PC	02/19/2021	32652	BYRNE, RYAN M.	1123		162.76
02/13/2021	PC	02/19/2021	132738	WHITLEY, ANDREW T.	522		2,291.29
02/13/2021	PC	02/19/2021	132739	MORRISON, KEVIN P.	601		1,996.01
02/13/2021	PC	02/19/2021	132740	BOSS JR, DALE E.	701		1,560.25
02/13/2021	PC	02/19/2021	132741	HILLIGAN, ABIGAIL B.	769		440.39
02/13/2021	PC	02/19/2021	132742	MATTER, DAWSON K.	786		129.40
02/13/2021	PC	02/19/2021	132743	HOLM, ARTHUR R.	791		1,202.78
02/13/2021	PC	02/19/2021	132744	WILLSON, BRENDA R.	799		140.18
Grand Totals:			89				104,769.83

## Report Criteria:

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



Check Number	Payee	Amount
<b>02/22/2021</b>		
132755	AT&T	2,844.89
132756	CHARTER COMMUNICATIONS	851.05
132757	DELTA DENTAL	3,546.96
132758	HOLIDAY COMPANIES	5,902.53
132759	MONY LIFE INSURANCE	428.97
132760	PRIORITY HEALTH	47,261.67
132761	RANGE TELECOMMUNICATIONS	182.50
132762	STANDARD INSURANCE CO	2,704.90
132763	VERIZON WIRELESS	88.29
132764	VSP INSURANCE CO. (CT)	559.79
132765	WEX BANK	696.24
Total 02/22/2021:		65,067.79
Grand Totals:		65,067.79

Check Number	Payee	Amount
<b>03/02/2021</b>		
132766	ABILITA	4,551.51
132767	AIRGAS USA LLC	137.33
132768	AMERICAN WASTE INC.	570.00
132769	ANDERSON, ELIZABETH A.	50.00
132770	ANZELL, BETH A.	50.00
132771	AT YOUR SERVICE PLUS INC	250.00
132772	AVFUEL CORPORATION	30,907.37
132773	AZZOPARDI, ANTHONY J.	50.00
132774	BEHAN, DEAN	165.00
132775	BLAZING AVIATION	484.41
132776	BLUE WATER MANAGEMENT SOLUTI	165.00
132777	BOUND TREE MEDICAL LLC	689.88
132778	BRADFORD'S	44.25
132779	CENTRAL DRUG STORE	80.04
132780	CONWAY PROFESSIONAL SERVICES	370.00
132781	CRYSTAL FLASH ENERGY	949.33
132782	CUMMINS BRIDGEWAY LLC	2,059.02
132783	DELL MARKETING L P	2,856.90
132784	DeROSIA, PATRICIA E.	50.00
132785	DIGITAL DOLPHIN	559.85
132786	DITCH WITCH SALES OF MICHIGAN	1,685.00
132787	DOAN, GERARD P.	50.00
132788	DORNBOS SIGN INC.	765.54
132789	DOTSON, LINDSEY J.	50.00
132790	EDGEWATER RESOURCES LLC	235.00
132791	ELLIOTT, PATRICK M.	50.00
132792	ELLSWORTH FARMER'S EXCHANGE	707.50
132793	FASTENAL COMPANY	226.92
132794	FAULKNER, CHRISTOPHER	50.00
132795	GOLDING, JOYCE M.	50.00
132796	GRIFFITH, JOHN J.	50.00
132797	GRP ENGINEERING INC.	3,339.50
132798	HACH COMPANY	1,026.86
132799	HARBOR FENCE COMPANY	1,600.00
132800	HEYDLAUFF, MARK L.	50.00
132801	HILLING, NICHOLAS A.	48.61
132802	IDEXX DISTRIBUTION INC.	1,622.27
132803	INDEPENDENT DRAFTING SERVICES	1,760.00
132804	JACKLIN STEEL SUPPLY CO	1,259.25
132805	JOHN E. GREEN COMPANY	165.00
132806	KALBFELL, JOHN	150.00
132807	KLOOSTER, ALIDA K.	50.00
132808	KLOOSTER, PATRICK H.	50.00
132809	KNORR, KENT J.	50.00
132810	MATELSKI, KRISTEN	50.00
132811	MAYER, SHELLEY L.	50.00
132812	McGINN, KELLY A.	50.00
132813	MCMULLEN, DONALD R.	50.00

Check Number	Payee	Amount
132814	MICHAEL MURPHY IV PHOTOGRAPHY	1,250.00
132815	MICHIGAN DEPT OF HEALTH & HUMA	344.02
132816	MICHIGAN WATER ENV ASSOC	350.00
132817	MILLER, WILLIAM S.	50.00
132818	MURRAY'S CREATIONS	100.00
132819	NORTHERN CREDIT SERVICES	56.88
132820	NORTHERN MICHIGAN REVIEW INC.	580.43
132821	OHM ADVISORS	40,425.58
132822	OLSON BZDOK & HOWARD	1,132.50
132823	OMS COMPLIANCE SERVICES INC	248.50
132824	PAUL'S METER TESTING LLC	3,040.60
132825	PENINSULA FIBER NETWORK LLC	470.00
132826	PLUNKETT & COONEY	6,306.09
132827	POSTMASTER	175.90
132828	POWER LINE SUPPLY	17,468.45
132829	PURITY CYLINDER GASES INC	115.58
132830	RCL CONSTRUCTION CO INC	421,119.52
132831	RESOLUTION G2 LLC	4,585.46
132832	SCHOLEY, ROBERT W.	50.00
132833	SILVA, JESSE L.A.	50.00
132834	SPARTAN STORES LLC	100.76
132835	STATE AND MASON LLC	1,000.00
132836	STEPHENS, LYON G.	50.00
132837	SUPERIOR MECHANICAL	354.00
132838	THE BANK OF NEW YORK MELLON N.	508,807.03
132839	TIMMS, ROBERT	245.00
132840	TRAVERS, MANUEL J.	50.00
132841	UP NORTH ASSESSING INC	5,100.00
132842	USA BLUE BOOK	1,878.51
132843	UTILITIES INSTRUMENTATION SERVI	21,045.00
132844	UTILITY FINANCIAL SOLUTIONS	19,500.00
132845	WURST, RANDALL W.	50.00
132846	WYMAN, MATTHEW A.	50.00
Total 03/02/2021:		1,116,481.15
Grand Totals:		1,116,481.15

Check Number	Payee	Amount
<b>02/16/2021</b>		
21621001	MICHIGAN PUBLIC POWER AGENCY	13,368.48
Total 02/16/2021:		13,368.48
Grand Totals:		13,368.48

Check Issue Date	Check Number	Payee	Amount
<b>21921001</b>			
02/19/2021	21921001	**EFTPS* Payroll Taxes	10,078.35
02/19/2021	21921001	**EFTPS* Payroll Taxes	10,078.35
02/19/2021	21921001	**EFTPS* Payroll Taxes	2,357.06
02/19/2021	21921001	**EFTPS* Payroll Taxes	2,357.06
02/19/2021	21921001	**EFTPS* Payroll Taxes	12,869.36
Total 21921001:			
	5		37,740.18
<b>21921002</b>			
02/19/2021	21921002	Alerus Financial	350.00
Total 21921002:			
	1		350.00
<b>21921003</b>			
02/19/2021	21921003	STATE OF MICHIGAN	5,601.75
Total 21921003:			
	1		5,601.75
<b>21921004</b>			
02/19/2021	21921004	Vantagepoint - 401 Plan 109153	912.08
Total 21921004:			
	1		912.08
<b>21921005</b>			
02/19/2021	21921005	Vantagepoint - 457 Plan 300959	5,527.92
02/19/2021	21921005	Vantagepoint - 457 Plan 300959	2,466.55
02/19/2021	21921005	Vantagepoint - 457 Plan 300959	4,274.45
02/19/2021	21921005	Vantagepoint - 457 Plan 300959	8,365.79
Total 21921005:			
	4		20,634.71
<b>21921006</b>			
02/19/2021	21921006	Vantagepoint - Roth IRA 706117	1,280.76
Total 21921006:			
	1		1,280.76
Grand Totals:			
	13		66,519.48



Check Number	Payee	Amount
<b>02/19/2021</b>		
21921007	MERS	51,225.38
Total 02/19/2021:		51,225.38
Grand Totals:		51,225.38

Check Number	Payee	Amount
<b>02/22/2021</b>		
22221001	MICHIGAN PUBLIC POWER AGENCY	21,605.24
Total 02/22/2021:		21,605.24
Grand Totals:		21,605.24

Check Number	Payee	Amount
<b>03/02/2021</b>		
3584	CHARLEVOIX COUNTY TREASURER	150.17
3585	CHARLEVOIX COUNTY TREASURER	172,050.65
3586	CHARLEVOIX DISTRICT LIBRARY	114,721.15
3587	CHARLEVOIX PUBLIC SCHOOLS	1,715.30
3588	CHARLEVOIX PUBLIC SCHOOLS	72.97
3589	CHARLEVOIX PUBLIC SCHOOLS	51.09
3590	CHARLEVOIX PUBLIC SCHOOLS	21.89
3591	CHARLEVOIX PUBLIC SCHOOLS	71.51
3592	CHARLEVOIX-EMMET ISD	273,767.16
3593	CITY OF CHARLEVOIX - TAXES DUE	74,719.74
3594	RECREATIONAL AUTHORITY	22,228.98
3595	ROMIG, NEALE	11.20
Total 03/02/2021:		659,581.81
Grand Totals:		659,581.81

**CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT**



# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Assignment of MPPA Authorized Representative

**DATE:** March 1, 2021

### **BACKGROUND:**

In January, City Council approved a resolution assigning the Electric Department Director as the MPPA representative. Since then, MPPA has indicated that our representative needs to be specifically named in the authorizing resolution, not just a reference to his job title. The attached resolution fulfills this requirement.

### **RECOMMENDATION:**

Motion to approve Resolution 2021-03-01 assigning Electric Department Director John Griffith as the MPPA Authorized Representative.

### **ATTACHMENTS:**

- ▣ Resolution

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2021-03-01**  
RESOLUTION APPROVING THE APPOINTMENT OF AUTHORIZED REPRESENTATIVE

**WHEREAS,** the City of Charlevoix is a member municipality of the Michigan Public Power Agency ("MPPA"), a joint action agency organized and existent pursuant to Act 448 of the Michigan Public Acts of 1976, as amended; and

**WHEREAS,** MPPA has created the Energy Services Project and Project Committee pursuant to its Bylaws to allow participating MPPA members to obtain energy services to meet their customers' needs; and

**WHEREAS,** the City of Charlevoix believes it is in the best interest of the City and its customers for the City to control the risks associated with the transactions conducted through the MPPA's Energy Services Project; and

**WHEREAS,** the City of Charlevoix must appoint an Authorized Representative to follow the rules of the City of Charlevoix Power Supply Risk Management Policy when approving authorized transactions through the MPPA Energy Services Project.

**NOW THEREFORE BE IT RESOLVED,** by the City Council of the City of Charlevoix appoints Charlevoix Electric Department Director John Griffith as the Authorized Representative under the MPPA Power Supply Risk Management Policy and authorizes this individual to approve energy, capacity, transmission and related transactions that have a length of up to one year.

**RESOLVED** this 1st day of March, 2021 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Networks Northwest Contract Renewals

**DATE:** March 1, 2021

**BACKGROUND:**

We have utilized the services of Networks Northwest for several years to staff our Planning and Zoning Department. The attached contracts from Networks Northwest would continue this practice over the next three years and include reasonable annual cost adjustments.

**RECOMMENDATION:**

Motion to authorize the City Manager and City Clerk to sign contracts with Networks Northwest for Planning and Zoning services as presented.

**ATTACHMENTS:**

- ▣ NN Planning Contract
- ▣ NN Zoning Contract

Contractual Agreement

Between

City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

And

Northwest Michigan Council of Governments,  
dba Networks Northwest  
P.O. Box 506  
Traverse City, MI 49685-0506

This Contract, designated Number 2558 is made and entered into by and between the City of Charlevoix, 203 Antrim Street, Charlevoix, MI 49720, hereinafter referred to as THE CITY and Northwest Michigan Council of Governments, dba Networks Northwest, P.O. Box 506, Traverse City, MI 49685-0506, hereinafter referred to as NN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by NETWORKS NORTHWEST to THE CITY OF CHARLEVOIX for the purposes of conducting planning processes and services.

II. SCOPE OF WORK

NN agrees to perform the functions set forth in Attachment A, hereinafter referred to as 'The Project', and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

NN shall commence performance of this Contract on April 1, 2021, and shall complete said performance on March 31, 2024.

IV. STIPULATIONS

1. NN is performing the planning services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of THE CITY. As a result of the Company's status as an independent contractor, the City shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for NN..
2. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.

#### V. COMPENSATION

THE CITY agrees to pay NN \$71.40 per hour in year one, \$72.80 in year two, and \$74.25 in year three as compensation for all costs, work performed and services provided under this Agreement, not to exceed \$4,070 per month in year one, \$4,150 in year two, and \$4,232 in year three at 57 hours per month; with total payment under this contract not to exceed \$48,840 in year one, \$49,800 in year two and \$50,780 in year three. Should additional services be required, THE CITY Manager shall solely be permitted to raise this cap subject to budgetary controls of THE CITY. NN is not authorized to make any purchases or charge any expenditures to THE CITY without prior approval of THE CITY Manager or his/her authorized representative. Services shall be billed monthly and payment is due upon receipt of an invoice.

#### VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, NN will be reimbursed for all hours worked and costs incurred up to receipt of said effective termination date. THE CITY will receive the work product produced by NN under this Contract up to the effective date of termination, prior to NN being reimbursed. In no case will the compensation paid to NN for partial completion of services exceed the amount NN would have received had the services been completed in full.

#### VII. INDEMNIFICATION

1. To the fullest extent permitted by law, the THE CITY shall indemnify, defend (at THE CITY 's sole expense) and hold harmless NN (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and

costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by NN or its agents, up to the full amount of any applicable insurance policy limits of THE CITY.

2. THE CITY shall not be obligated to indemnify and defend NN for any negligence or willful misconduct of NN, whether passive or active (including its officers, employees and agents); and NN shall indemnify, defend and hold harmless THE CITY for said negligent or willful misconduct of NN.
3. The indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against NN (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

#### VIII. MISCELLANEOUS

1. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
2. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

FOR CITY OF CHARLEVOIX

\_\_\_\_\_  
Mark L. Heydlauff  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joyce Golding  
City Clerk

\_\_\_\_\_  
Date

FOR NORTHWEST MICHIGAN COUNCIL OF GOVERNMENTS,  
dba NETWORKS NORTHWEST



\_\_\_\_\_  
Chris Christensen  
Chief Elected Official

\_\_\_\_\_  
2-2-2021  
Date

## SCOPE OF WORK

### **Planning Support**

Networks Northwest staff will provide professional services to THE CITY of Charlevoix Planning Commission and Planning and Zoning Department, and other City departments as needed. Networks Northwest staff will:

- Attend, participate, and provide professional assistance/support at Planning Commission meetings and other meetings as necessary and requested.
- Work with City staff to develop/review meeting agendas and reports.
- Work with City staff to coordinate activities and project implementation.
- Represent THE CITY of Charlevoix as needed and requested at events and meetings.
- It is understood that THE CITY will operate in a professional capacity of appropriate and accurate administration of their zoning ordinance regulations, management of meetings in accordance with Robert's Rule of Order and following commission by-laws.
- NN staff shall not be considered parliamentary professionals nor legal representatives for THE CITY OF CHARLEVOIX.

### **Master Plan Implementation & Special Planning Projects**

Networks Northwest staff will provide professional and technical assistance for the implementation of planning projects, such as ordinance development, plan updates, or grant development, as prioritized by the Planning Commission and City staff. Networks Northwest staff will:

- Lead a working session with the Planning Commission to prioritize goals of the 2016 City Master Plan. Based on Planning Commission input, Networks Northwest staff will work with City staff to develop a work plan for prioritized projects.
- Convene and staff meetings of committees or task forces organized for the purpose of implementation of adopted City Master Plan goals or special planning projects.
- Conduct necessary research and provide resources, technical assistance, and professional assistance related to implementation of Master Plan goals as needed.
- Explore/pursue grant opportunities as necessary for project implementation.
- Convene community and regional partners to collaborate on and participate in shared priorities and projects.



Contractual Agreement

Between

City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

And

Networks Northwest  
P.O. Box 506  
Traverse City, MI 49685-0506

This Contract, designated Number 222 is made and entered into by and between the City of Charlevoix, 210 State Street, Charlevoix, MI 49720, hereinafter referred to as THE CITY and Networks Northwest, P.O. Box 506, Traverse City, MI 49685-0506, hereinafter referred to as NN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by NN to THE CITY for the purposes of zoning administration.

II. SCOPE OF WORK

NN agrees to perform the functions set forth in Attachment A, hereinafter referred to as "The Project" and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

The CONTRACTOR shall commence performance of this Contract on April 1, 2021, and shall complete said performance on March 31, 2024.

IV. STIPULATIONS

1. NN is performing zoning services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of THE CITY. As a result of the organization's status as an independent contractor, THE CITY shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for NN.

2. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.
3. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
4. Entire Agreement: The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
5. Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and This Agreement shall be construed as if such invalid or unenforceable provision were omitted.

#### V. COMPENSATION

THE CITY agrees to pay NN as compensation for all costs, work performed and services provided under this Agreement for up to 36 months at 3 days per week or (24 hours); with total payment under contract not to exceed \$50,490 year one, \$51,500 year two and \$52,525 year three of the contract. Should additional services be required, the City Manager shall solely be permitted to raise this cap subject to budgetary controls of THE CITY. NN is not authorized to make any purchases or charge any expenditures to THE CITY without prior approval of the City Manager or his/her authorized representative. Services shall be billed monthly and payment is due upon receipt of any invoice.

#### VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, NN will be reimbursed for all hours worked and costs incurred up to the receipt date of said effective termination date. THE CITY will receive the work product produced by NN under this Contract up to the effective date of termination, prior to NN being reimbursed. In no case will the compensation paid to NN for partial completion of services exceed the amount NN would have received had the services been completed in full.

#### VII. INDEMNIFICATION

1. To the fullest extent permitted by law, THE CITY shall indemnify, defend (at THE CITY's sole expense) and hold harmless NN (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by NN or its agents, up to the full amount of any applicable insurance policy limits of THE CITY.

2. THE CITY shall not be obligated to indemnify and defend NN for any negligence or willful misconduct of NN, whether passive or active (including its officers, employees and agents); and NN shall indemnify, defend and hold harmless THE CITY for said negligent or willful misconduct of NN.
3. The indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against NN (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

FOR THE CITY OF CHARLEVOIX

\_\_\_\_\_  
Mark L. Heydlauff  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joyce Golding  
City Clerk

\_\_\_\_\_  
Date

FOR NETWORKS NORTHWEST

  
\_\_\_\_\_  
Chris Christensen  
Chief Elected Official

2-2-2021  
\_\_\_\_\_  
Date

## Attachment A

### SCOPE OF WORK

#### Zoning Administration

Networks Northwest staff will provide professional services to the City of Charlevoix Planning Commission and Planning and Zoning Department and other City Departments as needed. Networks Northwest staff will hire a staff person to conduct the following activities Three (3) days or twenty-four (24) hours per week, pursuant to a partnership with the City of Charlevoix

- Attend, participate, and provide professional assistance/support at Planning Commission meetings and other meetings as necessary and requested. Report on zoning issues and advise on issues related to zoning administration.
- Work with City staff to develop/review meeting agendas and reports.
- Work with City staff to coordinate activities and project implementation.
- Represent the City of Charlevoix as needed and requested at events and meetings.
- Accept and review zoning permit applications. Determine their compliance with the provisions of the Zoning Ordinance and completeness of the applications.
- Issue appropriate land use permits when all provisions of the Zoning Ordinance are in compliance. Notify the applicant, in writing, if the proposed use is not in compliance with ordinance standards, and assist with an appropriate alternative procedure, appeals, or any other administrative remedies necessary to maintain compliance.
- Maintain a complete file of permits issued.
- Perform inspections to ensure land use changes comply with the Zoning Ordinance.
- Conduct technical reviews, site inspections, and make staff reports to the Planning Commission and Zoning Board of Appeals on specific project proposals such as, but not limited to, special use permit applications, conditional use permit applications, zoning amendments, variances and appeals.
- Review City of Charlevoix Ordinances as requested by the Planning Commission to suggest changes, additions, and/or deletions.
- Perform any other duties as outlined in the City of Charlevoix Zoning Ordinance.
- Respond to all Planning and Zoning inquiries
- Serve as Enforcement Officer for the City of Charlevoix as directed and oversee proper code enforcement processes on behalf of the City.

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Approve Agreement with ParkMobile for Parking Payment

**DATE:** March 1, 2021

**BACKGROUND:**

This agreement with ParkMobile would add more flexibility and options for customers as well as lowering processing fees for the City. Users of ParkMobile's app or other payment methods will pay a 35 cent fee plus processing costs. This will lower the City's expense in processing fees over current methods with IPS.

**RECOMMENDATION:**

Motion to approve the service agreement with ParkMobile as presented.

**ATTACHMENTS:**

- ▣ ParkMoble Service Agreement for Parking Fee Payments



## **PARKING SERVICES AGREEMENT**

This Parking Services Agreement (“Agreement”) is between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St NW, Suite 200, Atlanta, GA 30309 (“Parkmobile”) and the City of Charlevoix, a Michigan municipality, with offices at 210 State St, Charlevoix, MI 49720 (“Client”). This Agreement will become effective as of the last signature date below (the “Effective Date”).

### **RECITALS:**

**WHEREAS**, Parkmobile is engaged in the business of providing integrated solutions for the management of parking-related matters, which may include providing a system for the electronic payment of on-demand, reservation and/or permit parking, related back-office administration, and assistance with and a system for the marketing and sale of such parking through the Internet and Parkmobile proprietary websites and mobile applications (collectively, the parking services purchased by Client hereunder and as further described in Schedule 1 are referred to as the “Parkmobile Services”); and

**WHEREAS**, Parkmobile and Client desire to enter into a mutually beneficial arrangement pursuant to which Parkmobile will provide the Parkmobile Services to Client as described herein; and

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

### **ARTICLE 1 DEFINITIONS**

Except as otherwise expressly indicated in this Agreement, the following terms if used in this Agreement will have the following meanings (such meanings to be applicable equally to the singular and plural forms of the terms defined):

**1.1** “Agreement” means this Parking Services Agreement, any additional terms and conditions which are acknowledged or agreed upon by Client in connection with the Parkmobile Services, and any agreements or orders referencing this Parking Services Agreement, all as amended from time to time.

**1.2** “Application” means Parkmobile’s proprietary mobile applications and other properties as Parkmobile may develop for use in connection with the Parkmobile Services, including for the purpose of scheduling, starting, extending and completing Transactions and making payment for all related charges and fees.

**1.3** “Emerging Parking Revenue” means the Total Price generated by Users using an Emerging Payment Method less User Fees charged by Parkmobile, Transaction Processing Fees, and any applicable bank transfer and other third-party fees.

**1.4** “Facility” means the parking facilities listed in Schedule 3, which is attached hereto and incorporated herein, and any additional parking facilities agreed upon in writing by the parties from time to time.

**1.5** “Fees” means any and all fees charged by Parkmobile in connection with the Parkmobile Services.

**1.6** “Inventory” means parking space inventory at the Facilities.

**1.7** “IVR System” means Parkmobile’s interactive voice response system.

**1.8** “Law” means any applicable laws, rules or regulations, as amended and updated from time to time.

**1.9** “Net Parking Revenue” means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Parkmobile, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.

**1.10** “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction. Parking Fees do not include the User Fee.

**1.11** “Parking Permit” means a pre-paid parking permit featuring a bar-code, alphanumeric combination or other identification credential (e.g. license plate, Transaction number, beacon identification, RFID tag, sticker, proxy cards, etc.) to be scanned upon arrival at a Facility and which will grant the User a license to park one (1) vehicle at the Facility for a specified period of time, subject to the applicable rules and regulations for use of the Facility as determined by Client.

**1.12** “Personal Information” means any information that identifies or could be used to identify an individual.

**1.13** “Platform” means collectively the Application; Parkmobile Services; Site(s); IVR System; Technology; any Parkmobile technologies, functions, servers, databases, and parking management systems; other Parkmobile products, services, content, features, technologies, functions, applications, and related websites or other applications; and any updates, changes, revisions or additions thereto.

**1.14** “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 attached to this Agreement and incorporated herein.

**1.15** “Service Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as Service Fees on Schedule 3.

**1.16** “Site(s)” means any website owned or controlled by Parkmobile.

**1.17** “Technology” means any and all Parkmobile technology (including, but not limited to, application programming interfaces, software, etc.) provided by Parkmobile to Client that is necessary for Client to use and access the Parkmobile Services solely as contemplated hereunder.

**1.18** “Total Price” means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including Schedule 3.

**1.19** “Transaction” means a User’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.



**1.20** “Transaction Processing Fee” means merchant processing, gateway and related fees at \$0.15 plus 3% of the transaction total per authorized Transaction or such other amount as expressly set forth on Schedule 3.

**1.21** “User” means the individual end user using the Platform other than Client.

**1.22** “User Data” means all data collected from Users in connection with their use of the Platform, including during the registration process and which may include Personal Information.

**1.23** “User Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as User Fees on Schedule 3.

## **ARTICLE 2 PARKMOBILE SERVICES**

**2.1** **Services Provided by Parkmobile.** During the Term (as defined below), Parkmobile shall provide the Parkmobile Services for Client. The parties mutually shall agree upon the launch date for the Parkmobile Services. Parkmobile shall provide the Parkmobile Services in accordance with the service levels set forth on Schedule 2, as the same may be amended by Parkmobile from time to time. If Client desires additional services that are not expressly agreed upon in this Agreement, the parties shall negotiate regarding such additional services, including the amount of additional compensation to Parkmobile, and will memorialize their agreement, if any, in either a separate written contract or an amendment to this Agreement.

**2.2** **Help and Support.** Parkmobile agrees to use commercially reasonable efforts to assist Client with technical support that Client may reasonably require in relation to the Parkmobile Services. Parkmobile agrees to provide Client with the preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Parkmobile Services that it generally provides to clients.

**2.3** **Error Corrections.** Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions in the Parkmobile Services. In the event of any errors or interruptions in the Parkmobile Services, Parkmobile’s sole and exclusive obligation shall be to use commercially reasonable efforts to repair or restore that portion of the Parkmobile Services as promptly as possible. The form of such repair or restoration will be determined by Parkmobile.

**2.4** **Publicity of Services.** Subject to Section 5.7 below, all brochures and promotional materials to be distributed by Client in connection with the Parkmobile Services shall be in a form mutually agreed upon by the parties, which approval shall not be unreasonably withheld or delayed.

**2.5** **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

**2.6** **Exclusivity.** Parkmobile shall be the exclusive provider of electronic payment on-demand parking services for Client during the Term.

**2.7** **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as expressly set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party.

**2.8     Status Meetings.** On periodic basis, but not less than twice per year, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Parkmobile Services and the parties' relationship hereunder, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to work to ensure that all Parkmobile Services are completed on a timely and complete basis. All meetings pursuant to this Section 2.8 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

**2.9     Parking Information.** Client is responsible for setting rates and zones and other required information regarding its parking inventory offered through the Parkmobile Services and for keeping such information up to date within the Parkmobile Services.

### **ARTICLE 3 FEES; EXPENSES**

**3.1     Fees.** The Fees applicable to the Parkmobile Services are set forth on Schedule 3. For each Transaction, Parkmobile shall charge the User the Total Price. Parkmobile reserves the right to increase Fees upon sixty (60) days notice to Client which notice may be via email, web portal or other method.

**3.2     Merchant of Record.**

(a)     If Parkmobile is the merchant of record ("MOR") for the Parkmobile Services as shown in Schedule 3, then Client shall provide to Parkmobile: (a) a Client Electronic Funds Authorization Form (in the form of Schedule 4 attached to this Agreement and incorporated herein), (b) a W-9, and (c) a copy of a voided check or bank letter with account info (collectively, the "Distribution Information") prior to remittance by Parkmobile of any amounts due hereunder. Parkmobile will retain all amounts due Client without penalty until Parkmobile receives the Distribution Information from Client. Thereafter, Parkmobile shall remit amounts due Client as set forth in Schedule 3 on the 15<sup>th</sup> of the following month. Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

(b)     If Client is the MOR as shown in Schedule 3, Client shall pay Parkmobile all amounts due Parkmobile not later than thirty (30) business days after the date of Parkmobile's invoice. Late payment interest of the lesser of ten percent (10%) per annum or the maximum rate permitted by Law may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

(c)     Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

**3.3     Taxes.** Except as otherwise noted herein, Parkmobile's prices do not include sales, use, revenue, excise or similar taxes. Accordingly, in addition to the prices specified herein, the amount of any sales, use, revenue, excise or other similar tax applicable to the Parkmobile Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

**3.4 Billing Disputes.** Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing with an explanation of the reason for the dispute. If any payment dispute is resolved by Parkmobile in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

**3.5 Expenses.** Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of Client's system(s) or for the management of the Parkmobile Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs on a direct cost basis and only after the prior approval of Client.

## **ARTICLE 4 TERM; TERMINATION**

**4.1 Term.** The initial term of this Agreement shall commence as of the Effective Date and end three (3) years from the Effective Date (the "Initial Term"). Following the Initial Term, the Agreement shall automatically renew for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

### **4.2 Termination for Cause.**

(a) Either party may terminate this Agreement, including the rights granted herein, if the other party breaches any provision of this Agreement and fails to remedy such breach within forty-five (45) days after receiving written notice thereof.

(b) Should a party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

### **4.3 Effect of Termination.**

(a) Upon termination or expiration of this Agreement (i) each party shall pay the other party any amounts then accrued and properly payable under this Agreement; (ii) each party promptly shall return to the other party all Confidential Information of such other party, (iii) Client promptly shall return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Parkmobile Services hereunder; and (iv) Client shall discontinue all use of the Technology and any and all intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination).

## ARTICLE 5 ADDITIONAL COVENANTS OF THE PARTIES

**5.1 Confidentiality.** Each party (“receiving party”) acknowledges that all non-public information and data (including trade secrets) of the other party (“disclosing party”) including, but not limited to, information and data relating to the other party’s products, services, employees, customers, pricing, software, business, finances, marketing and promotions is the confidential and proprietary information of the disclosing party (“Confidential Information”). User Data is the property of and deemed the Confidential Information of Parkmobile. Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take reasonable measures to protect the confidentiality of Confidential Information of the disclosing party and prevent its disclosure to others.

(a) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated in writing to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as “Representatives”). Each receiving party shall be responsible for any breach of this Section 5.1 by its Representatives. Each receiving party shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party’s Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as expressly permitted hereunder or as may be required by Law. Each receiving party shall not use the Confidential Information of the disclosing party for any purpose other than that for which it was disclosed in order to exercise its rights and perform its obligations hereunder.

(b) Each disclosing party’s Confidential Information shall remain the property of such disclosing party. Upon the disclosing party’s request and any termination or expiration of this Agreement, the receiving party shall deliver, erase or destroy (at the disclosing party’s option) the disclosing party’s Confidential Information, and shall confirm to the disclosing party in writing that all such documents and things have been so provided, erased or destroyed.

(c) The foregoing obligations shall not apply to any Confidential Information that: (i) is in the public domain without breach of this Agreement by the receiving party; (ii) a receiving party can demonstrate was rightfully known prior to receipt from the disclosing party; or (iii) was subsequently received by the receiving party from a third party without any obligation of confidentiality to the disclosing party.

(d) Additionally, the receiving party may disclose the disclosing party’s Confidential Information if the information is disclosed by the receiving party pursuant to a requirement of a governmental agency or by operation of law; provided however, that the receiving party shall first notify disclosing party prior to disclosure, if allowed by Law, in order to give the disclosing party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement and shall disclose only that part of the Confidential Information which the receiving party is required to disclose. To the extent a party determines it is advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, that party and its counsel shall work with the other party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information.

(e) Each party agrees that irreparable damage may occur, and that monetary damages may be an insufficient remedy at law, in the event that any of the provisions of this Section 5.1 is not

performed by the other party and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each receiving party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

**5.2 Information.** Subject to Section 5.1 and any applicable Law, each party shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to the other party pursuant to this Agreement shall remain the property of the providing party. Except as set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights, licenses or otherwise in any such information.

**5.3 Records.** Each party shall maintain and retain records related to this Agreement, including the provision of the Parkmobile Services hereunder, consistent with such party's historical policies regarding retention of records. Subject to this Section 5.1, as needed from time to time during the Term and for three (3) years following expiration or termination of the Agreement, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

**5.4 Privacy & User Data.** Each of Parkmobile and Client agree that it will use reasonable security practices and procedures appropriate to the nature of any Personal Information obtained in connection with this Agreement (including as part of the User Data) to safeguard such information. Each of Parkmobile and Client agree to comply with all applicable Law with regard to their use, disclosure, access and maintenance of Personal Information. Client shall be fully responsible and liable for any use or misuse of any User Data and Personal Information which Client accesses or obtains hereunder.

**5.5 Insurance.** Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law.

**5.6 Technology Sublicense.**

(a) During the Term, Parkmobile hereby grants Client a personal, limited, nonexclusive, non-transferable, non-sublicensable, revocable right and sublicense to use the Technology solely in connection with the Parkmobile Services and as contemplated by this Agreement.

(b) Client shall not use the Technology for any use other than in connection with the Parkmobile Services and shall be fully responsible and liable for any use or misuse of the Technology. Client has and acquires no interest in or right to use the Technology or any improvements thereto or modifications thereof except as expressly set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

**5.7 Trademark License & Branding.**

(a) Each party (“licensor”) grants the other party (“licensee”) a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use licensor’s trademarks, trade names and logos (the “Marks”) during the Term solely in connection with the Parkmobile Services as provided hereunder. Any such use by licensee is subject to and must be in accordance with licensor’s guidelines (as updated from time to time) if and as provided by licensor to licensee. In addition, any use by licensee of licensor’s Marks is subject to licensor’s prior written (which includes email) approval. Client agrees to use commercially reasonable efforts to obtain for Parkmobile a license to use the Marks and photos or video assets associated with a Facility (including where Client is not the Facility owner) and any tenants of a Facility in connection with Parkmobile’s marketing of the Parkmobile Services as available at such Facility. If Client cannot obtain such license(s), Parkmobile has no obligation to include or use such Marks in connection with the Parkmobile Services provided hereunder. Parkmobile reserves the right to change its name, branding and signage at any time during the Term.

(b) Licensee shall not make any use of licensor’s Marks in a manner that dilutes, tarnishes or blurs the value of such Marks. Licensor owns all Marks and any and all goodwill associated with such Marks and all such goodwill and other propriety rights created by or resulting from licensee’s use shall inure to the benefit of licensor.

**5.8 Ownership of Intellectual Property.** Client acknowledges and agrees that Parkmobile or its licensors are the owners of all right, title and interest in and to the Platform, User Data, the Technology, all deliverables created by Parkmobile hereunder, any other Parkmobile intellectual property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property or proprietary rights associated with any of the foregoing. To the extent Parkmobile provides any deliverable to Client for its use hereunder (e.g. material for inclusion on a Client-hosted website to direct Users to a Site), Client is hereby granted a limited, revocable, non-sublicensable and personal right to use such deliverable solely during the Term in accordance with any instructions provided and solely in connection with the Parkmobile Services. The provision of any such deliverable to Client does not constitute a sale of such deliverable. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client shall be fully responsible and liable for any use or misuse of the foregoing. Client further agrees that all deliverables shall be deemed Parkmobile Confidential Information.

**5.9 Reservation of Rights.** All rights not expressly granted to Client under this Agreement are reserved to Parkmobile. All intellectual property rights related to the Platform, including but not limited to the Parkmobile Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

**6.1 Representations and Warranties.** Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate, governmental or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement, perform its obligations and grant any licenses granted hereunder;

(d) It has all rights, titles and interests necessary to grant any licenses granted hereunder;

(e) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound, or any agreement with or obligation to a third party; and

(f) It at all times shall comply with applicable Law.

**6.2 Disclaimer of Warranties.** THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES, ARE PROVIDED “AS IS” AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE PARKMOBILE SERVICES TO BE PERFORMED HEREUNDER, OR THE RESULTS OBTAINED THEREBY.

**6.3 Indemnification.**

(a) Parkmobile (an “Indemnifying Party”) shall indemnify, defend and hold harmless Client, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Client Indemnified Party”) from and against any liability, damage, loss, cost, expense (including reasonable attorneys’ fees and expenses), claim, lien, demand, payment, suit, action, recovery and judgment of every nature and description (“Claim”) incurred by such Client Indemnified Party or made, brought or recovered against such Client Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Parkmobile or its employees, agents or contractors, (ii) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (iii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iv) any violations of Law by Parkmobile or its employees, agents or contractors in performing its obligations in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(b) Client (an “Indemnifying Party”) shall indemnify, defend and hold harmless Parkmobile, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Parkmobile Indemnified Party”) from and against any Claim incurred by such Parkmobile Indemnified Party or made, brought or recovered against such Parkmobile Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Client or its employees, agents or contractors, (ii) the breach or inaccuracy of any of the Client’s representations or warranties in this Agreement; (iii) the breach of any of Client’s covenants or

agreements in this Agreement; or (iv) any violations of Law by Client or its employees, agents or contractors in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(c) If the Indemnified Party seeks indemnification under this Section 6.3, it shall promptly notify the Indemnifying Party of the Claim and allow the Indemnifying Party a reasonable opportunity to exercise control over defense and settlement of the Claim using Indemnifying Party's counsel. Provided the Indemnifying Party actively assumes control of defense, its indemnification obligations shall not apply to amounts paid in settlement entered into without the Indemnifying Party's consent which will not be unreasonably withheld or delayed. The Indemnifying Party shall not settle or consent to a judgment that materially and adversely affects the rights or interests of the Indemnified Party, requires the Indemnified Party to admit liability of any kind or imposes obligations on the Indemnified Party, without the prior express written consent of the Indemnified Party which will not be unreasonably withheld or delayed. The Indemnified Party and its employees and agents shall cooperate with the Indemnifying Party in its investigation and defense at the Indemnifying Party's expense.

**6.4 Limitation of Liability.** THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT EARNED BY PARKMOBILE IN CONNECTION WITH THE PARKMOBILE SERVICES HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## **ARTICLE 7 MISCELLANEOUS**

**7.1 Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

**7.2 Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any



overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Legal Department Telephone: (770) 818-9036 Email: <a href="mailto:legal@parkmobile.io">legal@parkmobile.io</a>
To Client:	City of Charlevoix 210 State St Charlevoix, MI 49720 Attention: Gerard Doan Telephone: _____ Email: <a href="mailto:gerardd@charlevoixmi.gov">gerardd@charlevoixmi.gov</a>

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

**7.3 Independent Contractors.** Except as expressly set forth herein, the parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, or franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

**7.4 Entire Agreement.** This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, with respect to the subject matter hereof.

**7.5 Amendment and Waiver.** The parties hereto may not amend or modify this Agreement or waive any provision, default or breach hereunder, except as may be agreed upon in a written instrument executed by both parties.

**7.6 Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Client without the prior written consent Parkmobile (which consent shall not be unreasonably withheld or delayed). Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile; (ii) any lender to Parkmobile or its affiliates as security for borrowings, and (iii) any purchaser of a majority interest in or assets of Parkmobile. If any assignment by Parkmobile requires Client's consent, such consent will not be unreasonably withheld or delayed by Client.

**7.7 Third-Party Beneficiaries.** The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

**7.8 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**7.9 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

**7.10 Arbitration.** Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in Atlanta, Georgia in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the “Rules”). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Georgia excluding, and without regard to, its or any other jurisdiction’s rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any state or federal court located in Atlanta, Georgia. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator’s jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

**7.11 No Strict Construction; Headings.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.12 Counterparts; Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

**7.13 Survival.** The parties’ obligations under the following Agreement provisions will survive the expiration or termination of the Agreement: Sections 2.7, 4.3, 5.1, 5.3, 5.4, 5.7(b), 5.9, 6.2, and 6.4; Article 7; and any indemnification, defense and hold harmless obligations herein, including in Section 6.3 and Schedule 1, as applicable.

*Signatures on following page*

**IN WITNESS WHEREOF**, this Parking Services Agreement has been executed as of the day and year first above written.

**PARKMOBILE, LLC**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CHARLEVOIX, MICHIGAN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1**

### **ON DEMAND PARKING SERVICES**

Parkmobile offers a service to User's that facilitates the activation of and payment for on-demand parking using Parkmobile's Platform ("On-Demand Parking"). Parkmobile charges certain fees in connection with On-Demand Parking as shown in Schedule 3.

Parkmobile accepts several electronic payment methods from Users in connection with On-Demand Parking:

- a. Parkmobile accepts traditional credit card payments from Visa, MasterCard, Discover, and American Express (collectively, "Traditional Payment Methods").
- b. Parkmobile also accept Emerging Payment Methods. "Emerging Payment Methods" are alternative payment methods offered in addition to the Traditional Payment Methods and generally offer the use of virtual account-based membership profiles that a User can utilize to transact purchases based upon the User's individual payment preferences. Examples of Emerging Payments Methods include PayPal, Parkmobile's Stored Value Wallet, Android Pay, Samsung Pay, ACH, and ApplePay.

Users may begin and, if applicable, end a parking Transaction in a variety of ways: (1) visiting [www.parkmobile.io](http://www.parkmobile.io); (2) calling Parkmobile's IVR System, or (3) using the Application. In order to register with Parkmobile and begin a parking session, end users simply provide Parkmobile with the information required by Parkmobile to create an account, including payment method information and license plate number. Credit card information is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking sessions only require the User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, provided as part of the Parkmobile Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant ("PDA").

Parkmobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Parkmobile Services.

At their option, Users will receive parking alert services from Parkmobile via SMS, Application push notification or email. The User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Users can use On-Demand Parking anywhere the Parkmobile Services are available.

All parking charges are automatically charged to the User's payment method, and Users have real time access to an online account-based personal page accessible from [www.parkmobile.io](http://www.parkmobile.io) to access and print parking history, receipts, and statements.

## **SCHEDULE 2**

### **SERVICE LEVELS**

1. **Operation, Management and Maintenance of the Parkmobile Services.** Parkmobile uses commercially reasonable efforts to perform maintenance on the Parkmobile Services outside of Client's business hours. However, circumstances may require maintenance during business hours and in such situations, Parkmobile will endeavor to provide Client at least twenty-four (24) hours advance notice of such maintenance although such notice may not be possible for emergency maintenance. Parkmobile makes a daily backup of Parkmobile Services data which data Parkmobile retains for up to three (3) months.
2. **Errors and Interruptions.** When an error or interruption occurs in the Parkmobile Services, whichever party identifies the error or interruption promptly will inform the other party. Parkmobile will confirm its receipt of any Client notification in writing which may be by email. Parkmobile will work diligently to identify and resolve the error or interruption. If Client and Parkmobile disagree regarding whether an error or interruption has occurred or been resolved, Client and Parkmobile shall discuss in good faith and attempt to reach a mutual resolution of the issue. Any time spent by Parkmobile to restore and support errors or interruptions caused by Client and not attributable to Parkmobile will be charged to Client at the hourly rate of \$180.
3. **Credentials.** Parkmobile shall provide Client with user names and passwords to access the Parkmobile Services. Client agrees to protect the confidentiality of such user names and passwords and shall be liable for all activity under such accounts. Client shall ensure that only authorized Client personnel are issued and use the Parkmobile user names and passwords and that such user names and passwords are not shared. An up-to-date list of all such authorized personnel must be kept by Client and Client must notify Parkmobile to terminate access of any such authorized personnel whose engagement or employment is terminated or who no longer carries out tasks in connection with the Parkmobile Services for which access to the Parkmobile Services is necessary.
4. **Reports.** Parkmobile shall provide the following information to Client:
  - a) Unique Transaction ID
  - b) Transaction Date/Time
  - c) Parking Session Start Date/Time
  - d) Parking Session End Date/Time
  - e) Total Price Charged to End User
  - f) Price Breakdown (where applicable)
    - i) Parking Fee
    - ii) Service Fee
    - iii) Discount Amount
    - iv) Total Paid
  - g) Payment Method

### **SCHEDULE 3**

#### **ON DEMAND PARKING SERVICES FEES**

1. **User Fee.** Parkmobile shall charge the User a User Fee of \$0.35 per Transaction. User Fees do not include any merchant processing or other third-party fees.

2. **Processing Fees.**

- **Traditional Payment Method.** Parkmobile is the MOR and passes real time authorized debit/credit card transactions daily in batch format to Parkmobile's payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. Parkmobile pays Client the Net Parking Revenues in accordance with Parkmobile's standard settlement procedures.
- **Emerging Payments Fees.** Parkmobile will collect the Total Price for each Emerging Payment Method Transaction and pay Client the Emerging Parking Revenue in accordance with Parkmobile's standard settlement procedures.

3. **Other Terms and Conditions.**

- ***Signage.*** Parkmobile will be responsible for the cost of standard signage for the initial deployment and subsequent expansions of Client's use of the Parkmobile Services. Client will be responsible for all installation of signage and any related costs, and for the cost of custom signage and its installation.
- ***Stickers.*** Parkmobile will be responsible for the cost for initial standard stickers. Client will be responsible for all installation of stickers and any related costs.
- ***Standard Marketing.*** The cost of the marketing included in Parkmobile's standard marketing program will be borne by Parkmobile.
- ***Administrative Portal.*** ParkMobile will provide Client with access to the ParkMobile 360 Administrative Portal.
- ***Additional Services.*** At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following development activities and additional services for a fee(s) to be determined by Parkmobile:
  1. Customized Reporting
  2. Integration to Client requested third parties (for whom Client will be fully responsible)
  3. Citation or Enforcement support
  4. Replacement Signage or Stickers
  5. Additional Training

## SCHEDULE 4

### CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM BANKING INFORMATION

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of the client to notify Parkmobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

#### PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

#### FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A <b>VOIDED CHECK OR BANK LETTER</b> TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Approve Agreement with Granicus for STR Registration Processing

**DATE:** March 1, 2021

**BACKGROUND:**

Since the adoption of the Short Term Rental Registration Ordinance last year, we have used an online registration and payment processing system to register and enforce the ordinance. This service is due for renewal. Costs for this service are covered by fees from short term rentals.

**RECOMMENDATION:**

Approve the annual short term rental registration and enforcement invoice from Granicus for an amount of \$13,343.97.

**ATTACHMENTS:**

- ▣ Granicus Invoice





<b>Date</b>	1/29/2021	<b>Invoice #</b>	136135
<b>Terms</b>	Net 30	<b>Due Date</b>	2/28/2021
		<b>P.O. Number</b>	

City of Charlevoix  
210 State Street  
Charlevoix MI 49720  
United States

Total	\$ 13,343.97 USD
Amount Due	\$ 13,343.97 USD
Total	\$13,343.97

# **CHARLEVOIX CITY COUNCIL**

## **All Other Actions and Requests**

**TITLE:** Easter Egg Hunt Event Request

**DATE:** March 1, 2021

**PRESENTED BY:** Sarah Hagen, Charlevoix Area Chamber of Commerce President

### **BACKGROUND:**

The Chamber of Commerce is requesting permission to hold the annual Easter Egg Hunt in East Park on Saturday, April 3, 2021. In accord with the Special Events Policy, all events in East Park require City Council authorization.

The Easter Egg Hunt is called out specifically as a community even in the Special Event Policy and is assumed to be a routine part of the off-season, community event activities in East Park.

### **RECOMMENDATION:**

Motion to authorize the Annual Easter Egg Hunt for April 3, 2021 in East Park.

### **ATTACHMENTS:**

- ▣ 2021 Easter Egg Hunt Plan
- ▣ 2021 Easter Egg Hunt Map



## Event Planning Worksheet/Schedule

Name of Event: Easter Egg Hunt

Event Contact Person (Available the day of the event): Caitlin Cole  
Phone Number: 231-330-2621

Date(s): Saturday, April 3, 2021

Time(s):  
Set Up: 12pm-2pm  
Event: 2pm  
Clean Up: 3pm

Location(s): East Park

### **Event is sponsored by Charlevoix State Bank**

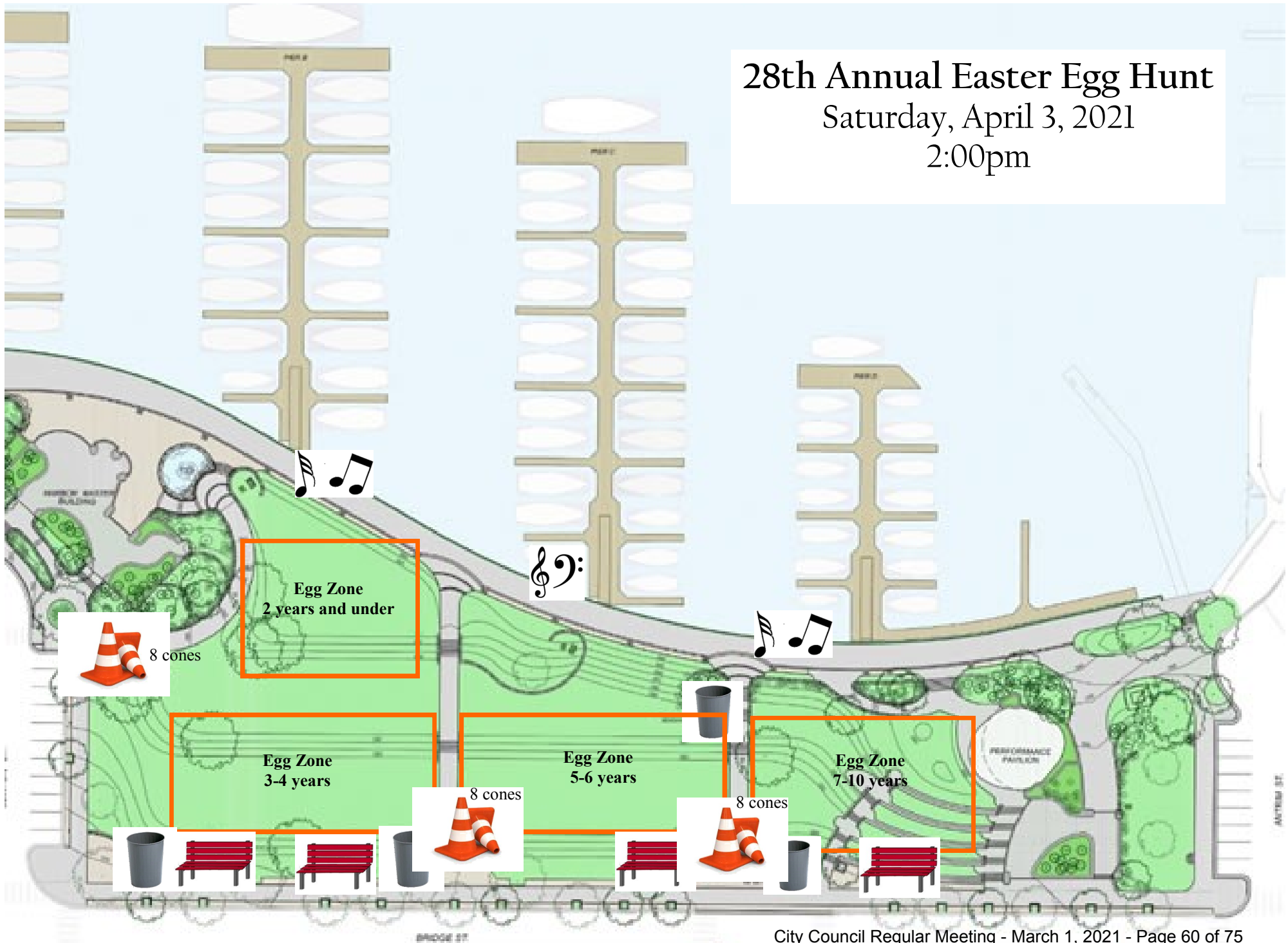
We are continually monitoring and evaluating safety leading up to this event. Plans are being put in place to allow for more distancing and less interaction between attendees; options include enlarging the hunt area and/or coordinating timed segments based on age for smaller group sizes participating at once. Masks will be required.

#### List of items/support needed

- 24 Security/Traffic Cones – The heavy tall cones. Please drop off in East Park before set-up. 8 cones on Clinton Street, 8 cones in center plaza, and 8 cones in clock tower plaza.
- 4-5 City benches for seating.
- City restrooms clean and available for public use.
- Egg Hunt Banners hung at the north and south sides of town.
- The Easter Egg Hunt is sponsored by Charlevoix State Bank. They have a banner which they will put up in the park the day of the event.
- Access to performance pavilion in order to play Easter music and make announcements during the event.
- 3 – 4 garbage containers along Bridge Street

# 28th Annual Easter Egg Hunt

Saturday, April 3, 2021  
2:00pm



# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Board Appointment for Lake Charlevoix EMS Authority

**DATE:** March 1, 2021

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

As discussed at your last meeting, it is necessary to appoint a member to the soon-to-be formed Board of Directors of the Lake Charlevoix EMS Authority. Pursuant to the founding document of the authority, the appointee from the City of Charlevoix will serve an initial one year term before the standard three year term so that there is staggered membership of the board. The appointee must be a resident of the City of Charlevoix.

You could make an appointment now, solicit applications from the public, or defer this appointment for one more meeting.

### **RECOMMENDATION:**

Council discussion and direction.

OR

Motion to appoint {name} to represent the City of Charlevoix on the Lake Charlevoix EMS Authority Board for a one year term ending on March 31, 2022.

### **ATTACHMENTS:**

- ▣ Applications

## Volunteer Boards and Committees Application - Submission #856

Date Submitted: 2/23/2021

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

### Committees and Boards to Apply For

- |                                                  |                                                       |                                                        |                                           |
|--------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Board of Review         | <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Recreation Advisory Committee | <input type="checkbox"/> No Preference    |
| <input type="checkbox"/> Compensation Commission | <input type="checkbox"/> Housing Commission           | <input type="checkbox"/> Shade Tree & Park Commission  | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> DDA / Main Street Board | <input type="checkbox"/> Planning Commission          | <input type="checkbox"/> Zoning Board of Appeals       |                                           |

### Other

Lake Charlevoix EMS Authority

### Name

Dennis Halverson

### Email Address

Dshalverson@gmail.com

### Address

104, Overlook Drive

### Home Phone

2316758701

### Cell Phone

### Are you a registered voter in the City?

- ☒ Yes  
☐ No

### How long have you lived in the City?

35 years

### Educational Background

BA in Criminal Justice from MSU  
MA in Education from Grand Valley State

**Professional Qualifications and / or Work Experience**

30 years in law enforcement; current Emergency Manager with the Health Department of Northwest Michigan

**Community Activities and / or Other Experience**

Past President of the Charlevoix Rotary Club; Chx Planning Commissioner; past President of the Chx Chamber of Commerce; past President of the Charlevoix Board of Education; original citizens committee that developed the current 9-1-1 central dispatch system.

Have you served on a board / committee or held a civic position in the past?

☒ Yes

☐ No

If yes, please explain.

Board of Education; Rotary; Charlevoix Historical Society

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

**Reason(s) You Wish to Serve**

I believe I have the education and experience in the development and implementation of emergency services initiatives.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

☒ Yes

☐ No

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Dennis S. Halverson

Date

2/23/2021

## Volunteer Boards and Committees Application - Submission #859

Date Submitted: 2/26/2021

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

### Committees and Boards to Apply For

- |                                                  |                                                       |                                                        |                                           |
|--------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Board of Review         | <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Recreation Advisory Committee | <input type="checkbox"/> No Preference    |
| <input type="checkbox"/> Compensation Commission | <input type="checkbox"/> Housing Commission           | <input type="checkbox"/> Shade Tree & Park Commission  | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> DDA / Main Street Board | <input type="checkbox"/> Planning Commission          | <input type="checkbox"/> Zoning Board of Appeals       |                                           |

### Other

Lake Charlevoix EMS Authority

### Name

Shirley Gibson

### Email Address

sjgibson1@live.com

### Address

209 East Upright Street, Charlevoix MI 49720

### Home Phone

231-547-5463

### Cell Phone

### Are you a registered voter in the City?

- ☒ Yes  
☐ No

### How long have you lived in the City?

born and raised

### Educational Background

Associate of Applied Science, (Medical Assistant) Ferris State College  
Reserve Police Officer Training, Delta College



**Professional Qualifications and / or Work Experience**

**Community Activities and / or Other Experience**

City of Charlevoix Planning Commission (1994-2000)  
City of Charlevoix City Council (2001-2007) (2013-2017)  
City of Charlevoix Zoning Board of Appeals (2020-present)

Have you served on a board / committee or held a civic position in the past?

- ☒ Yes  
☐ No

If yes, please explain.

see above

Do you foresee any potential conflicts of interest while executing the duties of this position?

- ☐ Yes  
☒ No

If yes, please explain.

**Reason(s) You Wish to Serve**

I have many years of local government experience and use a common sense approach to new ideas.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

- ☒ Yes  
☐ No

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

**Electronic Signature**

Shirley J. Gibson

**Date**

2/26/2021

## Volunteer Boards and Committees Application - Submission #866

Date Submitted: 2/28/2021

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

### Committees and Boards to Apply For

- |                                                  |                                                       |                                                        |                                           |
|--------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Board of Review         | <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Recreation Advisory Committee | <input type="checkbox"/> No Preference    |
| <input type="checkbox"/> Compensation Commission | <input type="checkbox"/> Housing Commission           | <input type="checkbox"/> Shade Tree & Park Commission  | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> DDA / Main Street Board | <input type="checkbox"/> Planning Commission          | <input type="checkbox"/> Zoning Board of Appeals       |                                           |

### Other

EMS AUTHORITY

### Name

Shane Cole

### Email Address

trevor818@yahoo.com

### Address

504 May St

### Home Phone

### Cell Phone

231-330-2620

Are you a registered voter in the City?

- ☒ Yes  
☐ No

How long have you lived in the City?

30 years

### Educational Background

**Professional Qualifications and / or Work Experience**

**Community Activities and / or Other Experience**

Have you served on a board / committee or held a civic position in the past?

☒ Yes

☐ No

If yes, please explain.

City Council Member 12 years

Do you foresee any potential conflicts of interest while executing the duties of this position?

☐ Yes

☒ No

If yes, please explain.

**Reason(s) You Wish to Serve**

Having been involved in many discussions concerning EMS. I feel I can be an asset to the Authority

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

☐ Yes

☒ No

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

**Electronic Signature**

**Date**

Shane D Cole

2/28/2021

# CHARLEVOIX CITY COUNCIL

## Reports and Communications

**TITLE:** City Manager's Comments

**DATE:** March 1, 2021

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

#### **A. Transitions**

Shelley Mayer advised me a couple weeks ago of her planned retirement as Chief Operator of our Water Plant. She has worked for 30 years for the City and has been a dedicated member of our water and wastewater staff. We are evaluating job descriptions now and will develop a transition plan.

Pat Klooster advised us this week of his desire to resign as Harbormaster this spring. This position is now posted and we will work quickly to identify a candidate to work with Pat in this transition. I appreciate all that Pat has done over the last few years at the Marina.

#### **B. Boat Launch**

We have a damaged dock at the boat launch and we are looking at repair options. A long term fix is a grant proposal we plan to make to the Michigan Waterways Commission to install new docks but, short of a temporary fix on the existing dock, we may be down a dock this summer. We'll continue to look at options.

#### **C. Grant Opportunities**

In order to expand and build on our existing recreation programming and facilities, the Recreation Department is exploring several opportunities:

- Archery program through MParks to provide training and equipment to augment this aspect of day camp
- Accessibility improvements to help construct the new dog park
- Recreation Passport possibilities for the Lake Michigan Beach non-motorized pathway
- Finalizing the Kayak Launch project for Ferry Beach with Leadership Charlevoix County

### **ATTACHMENTS:**

- ▣ CCCF Quarterly Fund Reports
- ▣ Planning Commission Minutes



Giving Back. Moving Forward.

RECEIVED

JAN 25 2021

January 20, 2021

Mr. Mark Heydlauff  
City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

Brookside Cemetery Improvement Fund  
Quarterly Fund Report  
1/1/2020 through 12/31/2020

Beginning Fund Balance: 1/1/2020 14,196.62

	<u>4<sup>th</sup> Qtr.</u>	<u>YTD</u>
Gifts Received	0.00	0.00
Net Investment Income	155.04	197.20
Realized Gains (losses)	82.91	772.06
Unrealized Gains (losses)	1,720.53	1,328.17
Other Expenses	0.00	0.00
Grant Distributions	0.00	<u>-621.00</u>

Ending Fund Balance: 12/31/2020 15,873.05

Cash and Investments	15,873.05
Pledges Receivable (less valuation)	0.00
Grants Payable	<u>0.00</u>

*Total Assets* 15,873.05

Fund Principal: 8,800.00



Giving Back. Moving Forward.

January 20, 2021

Mr. Mark Heydlauff  
City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

Charlevoix Canopy Fund  
Quarterly Fund Report  
1/1/2020 through 12/31/2020

Beginning Fund Balance: 1/1/2020		13,007.98
	<u>4<sup>th</sup> Qtr.</u>	<u>YTD</u>
Gifts Received	0.00	0.00
Net Investment Income	148.61	189.71
Realized Gains (losses)	79.47	733.45
Unrealized Gains (losses)	1,649.09	1,282.67
Other Expenses	0.00	0.00
Grant Distributions	0.00	<u>0.00</u>
Ending Fund Balance: 12/31/2020		15,213.81
Cash and Investments		15,213.81
Pledges Receivable (less valuation)		0.00
Grants Payable		<u>0.00</u>
<i>Total Assets</i>		<i>15,213.81</i>
Fund Principal:		0.00



Giving Back. Moving Forward.

January 20, 2021

Mr. Mark Heydlauff  
City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

RE: Quarterly Fund Report

This is the quarterly financial summary of your fund with the Community Foundation. Please don't hesitate to call Laura Hansen at 231-536-2440 if you have any questions.

**Mt. McSauba Recreational Area Fund**  
**Quarterly Fund Report**  
**1/1/2020 through 12/31/2020**

Beginning Fund Balance: 1/1/2020 4,523.85

	<u>4<sup>th</sup> Qtr.</u>	<u>YTD</u>
Gifts Received	0.00	2,000.00
Net Investment Income	79.57	112.48
Realized Gains (losses)	42.55	315.70
Unrealized Gains (losses)	882.99	1,193.94
Other Expenses	0.00	0.00
Grant Distributions	0.00	<u>0.00</u>

Ending Fund Balance: 12/31/2020 8,145.97

Cash and Investments	8,145.97
Pledges Receivable (less valuation)	0.00
Grants Payable	<u>0.00</u>

***Total Assets*** ***8,145.97***

Fund Principal: 6,000.00

**CITY OF CHARLEVOIX  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS, CITY HALL, 210 STATE STREET  
Monday, January 11, 2021 - 6:00 p.m.**

**A. Call to Order**

The virtual meeting was called to order at 6:00 p.m. by Chair Waddell.

**B. Roll Call**

Chair	RJ Waddell (from Charlevoix)
Members Present:	Reid Beegen, Sherm Chamberlain, Toni Felter, David Gray, Dennis Halverson, Mary Millington, Jennifer Muladore (all members participating from Charlevoix)
Members Absent:	None
Staff Present:	Mark Heydlauff, City Manager, Jennifer Neal, Planner; Johnathan Scheel, Zoning Administrator; Dean Martin, Community Development Fellow

**C. Inquiry into Potential Conflicts of Interest**

**D. Approval of Agenda**

Motion by Member Chamberlain, second by Member Halverson to approve the agenda as presented. Motion passed by unanimous voice vote.

**E. Approval of the Minutes**

**1. December 14, 2020 Meeting Minutes**

Member Halverson stated that he was in attendance and could hear the December meeting, but couldn't speak. Motion by Member Chamberlain, second by Member Muladore to approve the minutes of December 14, 2020 as amended. Motion passed by unanimous voice vote.

**F. Call for Public Comment Not Related to Agenda Items**

**G. New Business**

**1. Election of Officers**

Member Chamberlain nominated RJ Waddell as Chair for 2021. Motion by Member Gray, second by Member Beegen to cast a unanimous ballot for RJ Waddell to be the Chair for 2021. Motion passed by unanimous voice vote with Member Waddell abstaining.

Member Chamberlain nominated Dennis Halverson for Vice Chair for 2021. Motion by Member Chamberlain, second by Member Felter to cast a unanimous ballot for Dennis Halverson to be the Vice Chair for 2021. Motion passed by unanimous voice vote with Member Halverson abstaining.

**2. 2021-1 Site Plan Review Amendment: 120 Michigan Avenue**

Paul Silva stated that he and Mike Pattullo were present from Shoreline Architecture & Design. Mr. Pattullo stated that they have a 2,000 square foot roof deck that was approved and based on the Zoning Ordinance they need 10 spaces to accommodate the roof deck to allow public use. He stated that they wanted to open the deck up to the public rather than just for hotel guests. He explained when the hotel was originally approved it required 32 parking spaces and the current design will provide 33 spaces

Member Halverson stated that through the original site plan process for the hotel, the intention for the roof deck space was always intended to be strictly for hotel guests.

Member Chamberlain stated that he visited the property and parking has always been a premium in that area. Member Felter stated that if the City wanted to make this a walking community maybe they shouldn't be so concerned about a few parking spaces. Member Millington stated that they will never have enough parking in the community during high season and they do want to encourage pedestrian traffic and she felt it would be a shame to hold up the request just because of a few parking spaces.

Member Halverson stated that his consternation had nothing to do with the parking but has to do with the multiple amendments coming in after a comprehensive site plan review by the Planning Commission.

Zoning Administrator Scheel stated that big projects evolve, specifically this one and he felt that this discussion may hinder developers from wanting to come to Charlevoix. He noted that they need Findings of Fact which were in his report of the criteria that allows the Planning Commission to waive one or more parking spaces and the criteria was talked about in the letter from Mr. Pattullo.

Motion by Member Felter, second by Member Beegen to waive the parking requirements to allow the Hotel Earl to have a variance for the parking requirement. Motion carried.

Yeas: Beegen, chamberlain, Felter, Gray, Millington, Muladore, Waddell

Nays: Halverson



3. Capital Improvements Plan Draft

City Manager Heydlauff stated that an updated Capital Improvements Plan is required by state law, City Charter, and is necessary to accomplish the Redevelopment Ready Communities Program. He stated that this was their initial draft and he responded to questions from the members.

4. Carpenter Street Dog Park Conceptual Design

Recreation Director Knorr stated that public input relative to the Recreation Master Plan highlighted resident demand for a dog park within the City. He explained the conceptual design for a dog park on Carpenter Street and responded to questions from the members. Community Development Fellow Martin briefly outlined several possible funding opportunities.

5. Resolution to Hold Joint Meeting in 2021

Community Development Fellow Martin stated that to signify the Planning Commission's commitment to fulfilling the Redevelopment Ready Communities program requirements, the Michigan Economic Development Corporation requested the Planning Commission pass a resolution stating their intent to participate in a joint meeting between City boards, commissions, and committees in 2021.

RESOLUTION NO. 2021-PC01

WHEREAS, joint meetings between the City of Charlevoix boards, committees, and commissions can focus collective efforts on shared goals (such as those listed in the Master Plan, Economic Development Strategy, and other community planning documents) while building trust and synergies between elected and appointed officials; and

WHEREAS, joint meetings were listed as a "low effort, high impact" priority item on the Planning Commission's 2021 Work Plan in the September 14, 2020 Planning Commission regular meeting; and

WHEREAS, annual joint meetings are a best practice for development approval and necessary for completing the Redevelopment Ready Communities Certificate, as administered by the Michigan Economic Development Corporation; and

WHEREAS, City Council resolved to implement the recommendations of the Redevelopment Ready Communities Program on January 2, 2018, including the evaluation of the partnerships and interactions of City boards and commissions related to the development including the City Council, Planning Commission, Zoning Board of Appeals, and Downtown Development Authority/Main Street; and

WHEREAS, in-person joint meetings give appointed and elected officials greater opportunity for dialogue and collaborative input; and

WHEREAS, current public health conditions provide challenges to safely conducting an in-person joint meeting between the City Council, Planning Commission, Zoning Board of Appeals, and Downtown Development Authority/Main Street.

NOW, THEREFORE BE IT RESOLVED that the City of Charlevoix Planning Commission has every intention to participate in a joint meeting in 2021 between the City Council, Planning Commission, Zoning Board of Appeals, and Downtown Development Authority/Main Street on matters pertaining to development issues and opportunities, when it is deemed safe to hold such a meeting in person.

Motion by Member Halverson, second by Member Chamberlain to adopt Resolution No. 2021-PC01 for joint committee meetings this year.  
Motion passed by unanimous voice vote.

6. Accessory Dwelling Unit Report

Chair Waddell stated that last fall City Council asked the Commission to look back at accessory dwelling units to see whether or not they want to continue it the way it is or expand it. Zoning Administrator Scheel referenced his written report including City Council's goal of providing more year-round housing and that ADU's recommended by the Commission are making a difference (two are for year-round residents and none are short-term rentals). He noted that there were some unintended consequences with size and scale and if the Commission decided to expand into R-1 that they look at those negative consequences and that they add language to the Ordinance for any expansion into other districts and also for the R-2 district to fix that issue. He stated that lastly, they can write language into the Ordinance that will guarantee that the ADU's are used for long-term housing and not short-term rentals. Chair Waddell suggested that the Commission should add expanding the ADU's to other zoning districts on their "tickler list" of items to be addressed in 2021.

H. Old Business

1. Charlevoix County Housing Ready Program Follow Up

Steve Schnell, Charlevoix County Housing Ready Program Director, reviewed his memo regarding zoning incentives for year-round housing, and additional steps to consider that continue to open housing opportunities and achieve land use goals. Member Chamberlain stated that he would like to look at existing larger homes that could easily be converted into duplexes or triplexes.

**I. Staff Updates**

Planner Neal stated that the Zoning Ordinance amendments were approved by City Council at their January 4th meeting.

**J. Request for Next Month's Agenda or Research Items**

Chair Waddell stated that he and Planner Neal would determine how much of the Master Plan document to review at each meeting. He also felt that the February meeting would be a good time to review the possible expansion of ADU's into other zoning districts. Community Development Fellow Martin stated that he would present a progress report on some of the implementation items that were listed in Chapter 5 of the Master Plan.

**K. Adjournment by 8:00 PM Unless Extended by Motion**

Motion by Member Halverson, second by Member Chamberlain to adjourn the meeting. Meeting adjourned at 7:43 p.m.

---

Joyce M. Golding/fgm

City Clerk

---

R.J. Waddell

Chair

# **CHARLEVOIX CITY COUNCIL**

## **Other Council Business**

**TITLE:** Closed Session: Consider the Purchase of Real Property MCL 15.268(d)

**DATE:** March 1, 2021

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

The Michigan Open Meetings Act permits the Council to enter a closed session upon a motion and 2/3 vote for the purpose of discussing the lease or purchase of real property. I would request Council enter closed session for this purpose.

### **RECOMMENDATION:**

Motion to enter Closed Session pursuant to MCL 15.268(d) to consider the purchase of real property.