

**NOTICE OF PUBLIC MEETING
COUNCIL CHAMBERS-VILLAGE HALL
102 South Huron Avenue
Phone: 231-436-5351**

7:00 PM

May 05, 2016

**AGENDA-REGULAR MEETING
MACKINAW CITY VILLAGE COUNCIL**

- I. Roll Call**
- II. Pledge of Allegiance**
- III. Agenda Approval**
- IV. Public Comments**
- V. Consent Agenda:**
 - A. Correction and Approval of Minutes: Regular Meeting April 21, 2016**
 - B. Special Event Applications 2016-SE-048 and 2016-SE-049**
 - C. Communications**
 - 1. State Rep. Lee Chatfield**
 - 2. Rosada Mann**
- VI. Managers Report**
- VII. President's Report**
- VIII. Committee Reports:**
 - Finance and Human Resource Subcommittee Report-Trustee Newman, Chair**
 - Ordinance and Policy Subcommittee Report-Trustee Michalak, Chair**
- XI. Old Business:**
 - A. 911 Tower Lease Amendment**
- X. New Business:**
 - A. Special Event Application 2016-SE-051**
 - B. Special Event Application 2016-SE-052**
 - C. Closed Session**
 - 1. To consult with the Village Attorney regarding settlement strategy in connection with pending litigation pursuant to Section 8(e) of the Open Meetings Act.**
- XII. Scheduling of Committee Meetings**
 - Tour of Village Owned Property-Council and Planning Commission-Work Session**
- XIII. Accounts Payable**
- X. Adjourn**

**FINANCE AND HUMAN RESOURCE SUBCOMMITTEE:
REVIEW BILLS @ 6:45 PM**

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

April 21, 2016

I. Roll Call:

President Robert R. Heilman called the meeting to order and with the following Trustees present—Belinda Mollen, Scott Newman, Mario Rodriguez, Robert Glenn, Tom Chastain and Paul Michalak. Also present- David White-Village Manager and Lana Jaggi- Clerk.

DEPARTMENT HEADS PRESENT

Patrick Wyman-Chief of Police

Fred Thompson-Fire Chief/Zoning Administrator

Mike Karll-Superintendent, DPW

Pat Rivera- Superintendent, Water Sewer (excused when lift main alarm went off)

Visitors List Attached

II Pledge of Allegiance

Proclamations:

Chelsey Closs

Mackinaw City Lady Comets

III. Agenda Approval

Motion Newman seconded Mollen to approve amending the agenda as presented. Voice vote, motion carried unanimously.

IV. Public Comment:

John Willoughby-resident

Mike North-Star Line Ferry

V. Consent Agenda

Motion Michalak seconded Newman to approve consent agenda as presented. Voice vote, motion carried unanimously.

A. Correction and Approval of Minutes: Regular Meeting April 07, 2016

B. Special Event Application 2016-SE-045

C. Department Head Reports

VI. Managers Report as presented and submitted for file.

Additions:

-Council consented to allow the request by Mackinaw Crossing to move the Hopps of Fun event to their west parking lot instead of the Depot parking lot.

-Request to reconsider the 30 day timeline to approve Planning Commission minutes will be sent to Ordinance Subcommittee for review.

VII. President's Report/Department Head Reports submitted, placed on file

Pres. Heilman reported on the current DDA Board activity and progress.

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

April 21, 2016

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- VIII. Committee Reports were presented and submitted for file.**
Parks and Recreation Subcommittee Meeting Report-Trustee Newman, Chair
- IX. Old Business:**
A. Designation of Representative to Attend Hiser/Paquet Court Mediation
Motion Mollen seconded Michalak to appoint Pres. Heilman and Manager White to represent the Village at the Hiser/Paquet court mediation. Voice vote, motion carried unanimously.
- X. New Business:**
A. Special Event Application 2016-SE-047
Motion Newman seconded Glenn to approve special event application 2016-SE-047 Detroit High School Band as presented. Voice vote, motion carried unanimously.
- B. Reappointment-Village Representative Board of Trustee-Mackinaw Area Library**
Motion Mollen seconded Glenn to reappoint Patricia Godchaux to the Mackinaw Area Library Board for a two year term beginning July 1. Voice vote, motion carried unanimously.
- C. Resolution to Establish Fee Schedule**
Motion Newman seconded Chastain to waive the reading of the resolution.
Voice vote, motion carried unanimously.
Motion Newman seconded Glenn to approve the resolution to establish a fee schedule.
Roll Call: Yeas-Mollen, Newman, Rodriguez, Heilman, Glenn, Chastain, Michalak.
Motion carried.
- D. Home Porting of Proposed Coast Guard Cutter Mackinaw**
Motion Chastain seconded Newman to indicate to Cheboygan County the Village supports the idea to work on getting the proposed future Mackinaw Icebreaker to homeport here.
Voice vote, motion carried unanimously
- XI. Scheduling of Subcommittee meetings:**
Finance and Human Resource
Thursday, April 28, 4:30 pm
Review Financing of W. Central Project
- Ordinance and Policy**
TBD
Ordinance Review
- XII. Accounts Payable**
Motion Newman seconded Glenn to pay accounts payable for April 21, 2016 in the amount of \$32, 067.03 Roll call: Yeas- Newman, Rodriguez, Heilman, Glenn, Chastain, Michalak, Mollen. Motion carried.

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

April 21, 2016

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XIII. Adjournment: 7:50 PM

Respectfully submitted,

Robert R. Heilman; President

Lana Jaggi; Clerk

Special Events for Council May 5, 2016

- *1. 2016-SE-048-International Ironworkers Festival-The application is the same as last year. They were allowed 10 campers and Vendors must submit an application for a Transient Vendor license within 7 working days of the event. All department heads have signed off and the fee is \$450.00.
- *2. 2016-SE-049-Michilimackinac Voyageurs –This application is for the use of the pavilion behind the school and the surrounding area for Voyageur camping, the same requests as in previous years. All department heads have signed off and there is no fee.
3. 2016-SE-051-Mackinaw Woman’s Club Flower Sale-This application is for signage advertising the flower sale on June 4, 2016 at the Library. This is the first application to fall under the new fee schedule. The Woman’s Club was charged \$50.00 for the application because it was submitted short of the 45 day requirement. All department heads have signed off and there are no other fees.
4. 2016-SE-052-MAHS-rental of Wedding Chapel at Heritage Village for July 8, 2016 from 1:00 PM to 4:00 PM. All department heads have signed off and there is a \$25 application fee due. Certificate of liability insurance has been requested.

2016-SE-048

To Admin. Staff: 4-20-16
To Council: 5-5-16
Decision: Approved Denied
Minutes to Applicant: _____

SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: International Ironworkers Festival Inc. TELEPHONE: 989-736-6521
MAILING ADDRESS: 2430 Buhl Road, Mikado, MI 48745
CONTACT NAME: Bill Miller or Tim Roman TELEPHONE: 989-736-6521
E-MAIL ADDRESS: _____ CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Bill Miller or Tim Roman TELEPHONE: 989-736-6521
E-MAIL ADDRESS: _____ CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: International Ironworkers Festival

PURPOSE OF EVENT: Fund Raiser

Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored

Marathon/Race Festival/Fair Arts & Crafts Show Other _____

DATE(S): 8-12-2016 FROM 8:00 A.M. P.M. TO 10:00 A.M. P.M.
8-13-2016 FROM 8:00 A.M. P.M. TO 10:00 A.M. P.M.
8-14-2016 FROM 8:00 A.M. P.M. TO 10:00 A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: _____

ESTIMATED NUMBER OF ATTENDEES: 500-700

WILL YOU UTILIZE SHOWERS: Yes No

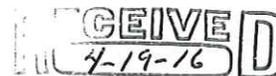
ESTIMATED NUMBER OF VOLUNTEERS: 25-30

ESTIMATE DATE/TIME FOR SET-UP: 8-10-2016 8:00 A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: 8-15-2016 4:00 A.M. P.M.

Cert of Liability
Liquor license
Vendors
Campers -10
1st \$150/1.10 \$450

1
Fee - \$450



PARADE PERMIT

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED: Yes No

PARADE ROUTE PROVIDED WITH APPLICATION: Yes No

PROPOSED ROUTE: same route as in previous years, Old Mancino parking Nicolet Street, east on Lake Street, West on Central Ave to recreation ground

Date and time Parade will start: 8-13-2016 10:00 A.M. P.M.

Date and time Parade will end: 8-13-2016 10:30 A.M. P.M.

EVENT DETAILS

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Label roads and closest cross roads
- Sidewalks
- Fire Hydrants
- Locate and label buildings
- Parking lots
- Tents
- Portable Restrooms
- Ingress and egress points
- Table and chair diagram
- Placement of food vendors
- Parade Route
- Bicycle Routes (including route into and out of town)
- All proposed modifications
- All bicycle events will utilize the Village's Hike and Bike Trail

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 5:00 pm END: 10:00 pm
(NO LATER THAN 10 P.M.)

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)
 Yes No Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No

- Provide Copy of Liquor Liability Insurance
See page 4 for required language naming the Village as an additional insured
- Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: area is clearly marked off where alcohol is being served, once the license is received back from the state a copy will be forwarded to you as we have done in the past

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION: Yes No

Date insurance binder provided: will forward copy
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT: Yes No

- Provide Copy of Liability Insurance
 - Provide Copy of Fireworks Permit
- See page 4 for required language naming the Village as an additional insured

EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

- "YARD" SIGNS** - Number requested: ____ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): 20 x 4 sign on West Central Ave, same as in the past

Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No
If yes, from date 8-10-2016 to ending date: 8-15-2016
Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No
Name of Facility where camping: Mackinaw City Recreation - requesting 10 campers - volunteers
If yes, from date: 8-10-2016 to ending date: 8-15-2016
Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

- BOOTHS – QUANTITY** _____ **TENTS – QUANTITY** 40 x 60
- Size _____ **CHAIRS – QUANTITY** _____
- AWNINGS – QUANTITY** _____ **TABLES – QUANTITY** _____

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No
If yes, total number of portable toilets: 10 Number of ADA accessible portable toilets: _____
If no, explain: _____

Restroom Company Name: Rose's Spector Service
Address Street: _____
City: Cheboygan State: Mi Zip: 49721
Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: _____ Time: _____
Equipment pick up: Date: _____ Time: _____
Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? 29

Tim Roman
Applicant Signature
Print name of applicant: Tim Roman

3-14-16
Date

VILLAGE USE ONLY – Department representative please initial if approved

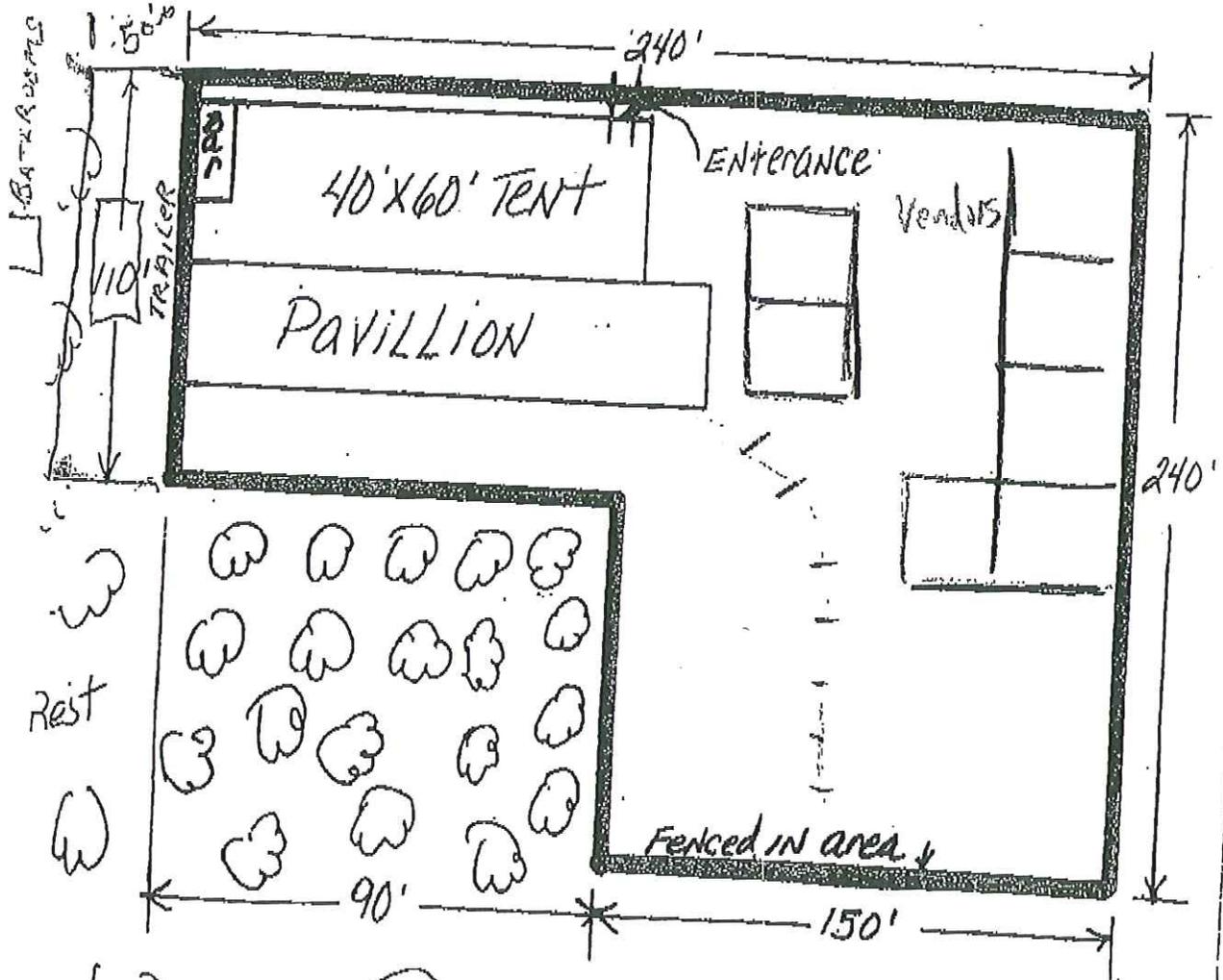
[MM] DPW [GV] FACILITY SERVICES
[Per] POLICE [SW] FIRE [] AMBULANCE
[] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____ DATE: _____
VILLAGE MANAGER

Parrot Street



RECEIVED
7-27-15

Same for 2016

2016-SE-049

To Admin. Staff: _____
To Council: 5-5-16
Decision: Approved Denied
Minutes to Applicant: _____

SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Michilimac Voyageurs TELEPHONE: _____
MAILING ADDRESS: P.O. Box 577
CONTACT NAME: Florence A. Tracy TELEPHONE: 1-231-436-8766
E-MAIL ADDRESS: _____ CELL PHONE: X

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Florence A. Tracy TELEPHONE: _____
E-MAIL ADDRESS: X CELL PHONE: X

EVENT INFORMATION

NAME OF EVENT: Michilimac Voyageurs
PURPOSE OF EVENT: annual event - Fort Michilimac Pageant

- Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Arts & Crafts Show Other Living History

DATE(S): May 28th FROM 6 AM A.M. P.M. TO 12 A.M. P.M.
29 FROM 6 AM A.M. P.M. TO 12 A.M. P.M.
30 FROM 6 AM A.M. P.M. TO 12 A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: Mackinaw City School property - Behind School Bldgs.
ESTIMATED NUMBER OF ATTENDEES: 42-50 persons

WILL YOU UTILIZE SHOWERS: Yes No

ESTIMATED NUMBER OF VOLUNTEERS: _____

ESTIMATE DATE/TIME FOR SET-UP: May 26-27th _____ A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: May 30th _____ A.M. P.M.

Ins ✓



PARADE PERMIT

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED: Yes No

PARADE ROUTE PROVIDED WITH APPLICATION: Yes No

PROPOSED ROUTE: State of Michigan Route - Start-

Date and time Parade will start: May 28th 1 pm A.M. P.M.

Date and time Parade will end: May 28th 3 pm A.M. P.M.

EVENT DETAILS

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Fire Hydrants
- Tents
- Table and chair diagram
- Bicycle Routes (including route into and out of town)
- All bicycle events will utilize the Village's Hike and Bike Trail
- Label roads and closest cross roads
- Locate and label buildings
- Portable Restrooms
- Placement of food vendors
- Sidewalks
- Parking lots
- Ingress and egress points
- Parade Route
- All proposed modifications

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 1:00 PM Bands END: 2:00 P.M.
(NO LATER THAN 10 P.M.)

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)

Yes No Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No

- Provide Copy of Liquor Liability Insurance
See page 4 for required language naming the Village as an additional insured
- Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION: Yes No

Date insurance binder provided: _____
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT: Yes No

- Provide Copy of Liability Insurance
 - Provide Copy of Fireworks Permit
- See page 4 for required language naming the Village as an additional insured

EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: ___ (Maximum size is 2' x2'. Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): _____

Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No
If yes, from date May 28, to ending date: May 30,
Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No
Name of Facility where camping: Mackinaw High School properties
If yes, from date: May 26th to ending date: May 30, 2016
Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

BOOTHS – QUANTITY _____ **TENTS – QUANTITY** Personal
Size _____ **CHAIRS – QUANTITY** _____
 AWNINGS – QUANTITY _____ **TABLES – QUANTITY** _____

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No
If yes, total number of portable toilets: 2 Number of ADA accessible portable toilets: _____

If no, explain: _____

Restroom Company Name: _____

Address Street: _____

City: _____ State: _____ Zip: _____

Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: _____ Time: _____

Equipment pick up: Date: _____ Time: _____

Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? _____

Applicant Signature
Print name of applicant: _____

Date

VILLAGE USE ONLY – Department representative please initial if approved

[*MM*] DPW [*CV*] FACILITY SERVICES
[*FW*] POLICE [*FW*] FIRE [] AMBULANCE
[] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____

DATE: _____

VILLAGE MANAGER

Michigan Public Safety Communications System Compound Expansion Request

The Michigan Public Safety Communications System (MPSCS) has requested permission to expand the fenced compound area at the tower site on Trailsend Rd leased by CCE Central Dispatch by five (5) feet along the Northern border of the compound.

When the original site plan was drafted, basic illustrations were used to show the proposed MPSCS collocation based on the equipment shelter size and the propane tank size. As the project has developed and more information has been received, the area that had been reserved in the compound for the MPSCS has proven to be fairly tight.

The diagrams accompanying this request show that the shelter configuration has changed somewhat from the original site plan, as has the proposed location of the 1000 gallon propane tank.

The MPSCS shelter is a 2-compartment configuration with one compartment for radio equipment and the other for the backup power generator. In the original site plan the generator was to be in the East compartment of the shelter, when in the final design, it is in the Western compartment. There were other items regarding the shelter that made the site very tight in the original configuration.

1. The air intake hood for the generator extends out significantly on the Western end of the shelter.
2. The ability to service the HVAC units (now on the East end of the shelter) would have been difficult if the propane tank had been in its original location.
3. The extra five feet of compound space allows more room for technicians to maneuver and move equipment into the shelter.
4. Moving the propane tank to the Northeast corner of the compound allow the shelter to be more centered in the fenced compound.
5. The addition of an isolation transformer for electric service will fit better between the tower and shelter.
6. The change would allow more room for installation of underground electrical and fiber optic service to the shelter.

There would be no removal of any additional trees from the site to accommodate that extension of the fence.

Included with this overview is the original site plan along with a revised version showing the new layout and the proposed fence expansion. Also included are a draft amendment to the current lease between the Village of Mackinaw city and CCE Central Dispatch, including exhibits that would be replaced in the current lease, and drawings of the proposed equipment shelter.

**AGREEMENT TO AMEND TOWER LEASE AGREEMENT
VILLAGE OF MACKINAW SITE**

THIS AGREEMENT is made this _____ day of _____, 2016, between the Village of Mackinaw City, a Michigan municipal corporation, of 107 South Huron Street, Mackinaw City, Michigan 49701 ("Village"), and the Charlevoix-Cheboygan-Emmet Central Dispatch Authority, a public body corporate, of 1694 U.S. 131 Highway, Petoskey, Michigan 49770 ("Authority").

Recitals

WHEREAS, the parties entered into a Tower Lease Agreement on February 19, 2015, a copy of which is attached and adopted by reference; and

WHEREAS, the parties desire to amend the Tower Lease Agreement in accordance with the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree to amend the Tower Lease Agreement as follows:

1. **Exhibit A** (showing the "Property") shall be replaced by **Exhibit AA** attached hereto.
2. **Exhibit B** (showing the "Leased Space") shall be replaced by **Exhibit BB** attached hereto.

All of the other terms and conditions contained in the Tower Lease Agreement shall remain in full force and effect and without change or modification except as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF MACKINAW CITY

By: _____
Robert R. Heilman
Its: Village President

Sworn and subscribed to me this _____ day of _____, 2016.

_____, Notary Public
_____, County, Michigan, Acting in _____
My Commission Expires: _____

CHARLEVOIX-CHEBOYGAN-EMMET
CENTRAL
DISPATCH AUTHORITY

By: _____
Michael Cain
Its: Board Chair

Sworn and subscribed to me this _____ day of _____, 2016.

_____, Notary Public
_____, County, Michigan, Acting in _____
My Commission Expires: _____

Drafted by:

Kathleen M. Abbott
Emmet County Building
200 Division Street, Suite G70
Petoskey, Michigan 49770

**TOWER LEASE AGREEMENT
VILLAGE OF MACKINAW CITY SITE**

This Tower Lease Agreement is made this 19th day of February, 2015, between the Village of Mackinaw City, a Michigan municipal corporation, of 107 South Huron Street, Mackinaw City, Michigan 49701 ("Village"), and the Charlevoix-Cheboygan-Emmet Central Dispatch Authority, a public body corporate, of 1694 U.S, 131 Highway, Petoskey, Michigan 49770 ("Authority").

Recitals

WHEREAS, the Village owns real property located in the Village of Mackinaw City, Emmet County, Michigan, at 600 Trallsend Road, shown in attached **Exhibit A** ("Property"); and

WHEREAS, the Authority wishes to lease space on the Property to construct and utilize a 350' radio communications tower, install an equipment shelter to house radio communications equipment and a backup power generator and fuel supply for purposes of its public safety communications operations, and in particular, to improve public safety radio communications in and around the Village of Mackinaw City; and

WHEREAS, the Village has determined that a public benefit to the Village will be achieved by the enhanced emergency services radio communications installed by the Authority; and

WHEREAS, the Village agrees to lease the same to the Authority under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Village and the Authority agree as follows:

1. **LEASED SPACE.** The Village leases to the Authority the "Leased Space" described in **Exhibit B** for use by the Authority in its public safety communications operations, including, but not limited to, improvements to be made by the Authority, at its sole expense, as follows:

A. **Tower and Equipment Shelter.** The Authority shall install on the Leased Space a free standing radio communications tower of up to 350' in height, an equipment shelter, fencing, and an access driveway as shown in attached **Exhibit A**.

B. Equipment. The Authority shall install an emergency power generator and fuel supply within the fenced compound area on the Leased Space as shown in **Exhibit A**.

The parties understand and agree that the Authority's communications equipment and facilities are necessary to its public safety communications systems. The Village will exercise due diligence in its use of the Property so as not to cause interference to the Authority's communications and equipment, and will use its best efforts to promptly reach a mutually agreeable resolution to any such interference.

The Authority shall make a good faith effort to work with the Village to facilitate use of the Tower by the Village to install an antenna and associated radio equipment for use by the Village, and other possible mutually agreed upon future wireless communications equipment of the Village or any other uses the Village may desire, but reserves the right to require a third party provider to perform a structural analysis of the Tower that is acceptable to the Authority, and to require that the provider supply such other information, including, but not limited to, proposed radio frequencies, as the Authority deems necessary to determine whether the proposed use of the tower would be detrimental to the Authority's operations. The Village agrees that it will abide by any determination by the Authority that a proposed use must be rejected based on interference or other detriment.

2. LICENSE. The Village grants a license to the Authority for reasonable access to the Property by the Authority to make all of the improvements and for all of the uses set forth herein, and for the following, all of which shall be at the Authority's sole expense:

A. To reconstruct the access drive onto the Property, including an easement for installation of public utilities for use by the Authority or others as shown in **Exhibit A**.

B. To install a fenced compound of approximately 100' x 50' within the Leased Space as shown in **Exhibit A**.

C. To remove trees as needed for the construction of the tower and fenced compound and to construct an earthen berm on the south and west sides of the fenced compound utilizing excess soils remaining from the construction.

3. MISCELLANEOUS CONDITIONS. The Authority understands and agrees that:

A. The Authority accepts the Property as is.

B. The Authority's use of the Leased Space shall not result in any damage to the Property and shall not interfere with the Village's use of the Property.

C. The Authority shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, the State of Michigan, the County of Emmet, and the Village of Mackinaw City.

4. TERM. The term of this Agreement shall be for five (5) years commencing from the date specified above and shall remain in effect unless renewed or terminated as provided herein.

5. OPTIONS TO RENEW. The Authority shall have the option to renew and extend the term of this Agreement for five (5) consecutive periods of five (5) years each on the same terms and conditions as set forth herein. The Agreement shall be automatically extended for such successive 5-year periods unless the Authority notifies the Village of the Authority's intention not to renew this Agreement at least 180 days prior to the commencement of the succeeding renewal period.
6. TERMINATION. This Agreement may be terminated by either party on 180 days advance written notice or may be terminated immediately following damage to the premises making it unfit for the purposes of this Agreement.
7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of routine maintenance and repair of its own property, real or personal. Accordingly, the Authority shall be responsible for inspections, maintenance, and repair of the tower and all equipment described in subsections 1.A. and 1.B. above, and all costs related to those obligations.
8. MODIFICATION OF PREMISES. Except as otherwise provided herein, the Authority shall not modify or alter the premises without the prior written consent of the Village.
9. EXPENSES. Except as otherwise provided herein, the Authority shall pay all expenses in connection with its use of the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property.
10. INDEMNIFICATION; INSURANCE; COOPERATION.
- A. To the fullest extent permitted by law, the Authority agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, employees, agents, and volunteers, and others working on behalf of the Village against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Village, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the Authority's obligations under this Agreement.
- B. To the fullest extent permitted by law, the Village agrees to defend, pay on behalf of, indemnify, and hold harmless the Authority, its elected and appointed officials, employees, agents, and volunteers, and others working on behalf of the Authority against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Authority, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the Village's obligations under this Agreement.
- C. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.
- D. Each party shall obtain and maintain in effect during the term of this

Agreement liability insurance that will be the primary source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party, and each party shall provide the other, upon request, with an appropriate certificate evidencing such insurance. Notwithstanding, approval of said insurance will not, in any way, relieve or decrease the liability of the other party hereunder, and it is expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

E. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, whether by lapse of time or otherwise, the Authority shall promptly remove its tower and equipment and vacate the premises occupied by it under the provisions of this Agreement. The Authority shall leave the premises in a clean, good condition.
12. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.
13. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.
14. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant only.
15. ASSIGNMENT AND SUBLETTING. The Authority may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Leased Space without the prior written consent of the Village, which consent shall not be unreasonably withheld. Notwithstanding, the Village understands and agrees that the Authority shall have the right to permit collocation of equipment by public safety agencies, including, but not limited to, the Michigan Public Safety Communications System, without such prior consent.
16. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.
17. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.
18. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.
19. NOTICES. All required notices shall be in writing and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either

party):

If to the Village: Village of Mackinaw City
107 S. Huron Avenue
Mackinaw City, Michigan 49701
Attention: City Manager

If to the Authority: CCE Central Dispatch Authority
1694 U.S. 131 Highway
Petoskey, Michigan 49770
Attention: Executive Director

20. ENTIRE AGREEMENT. This Agreement is the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF MACKINAW CITY

By: [Signature]

Its: Village President

Sworn and subscribed to me this 19th day of February 2015.

[Signature]
Patricia Bea Pepples, Notary Public
Emmet County, Michigan, Acting in Cheboygan County
My Commission Expires: December 4, 2014

CHARLEVOIX-CHEBOYGAN-EMMET CENTRAL DISPATCH AUTHORITY

By: [Signature]

Its: BOARD CHAIR

Sworn and subscribed to me this 19th day of February 2015.

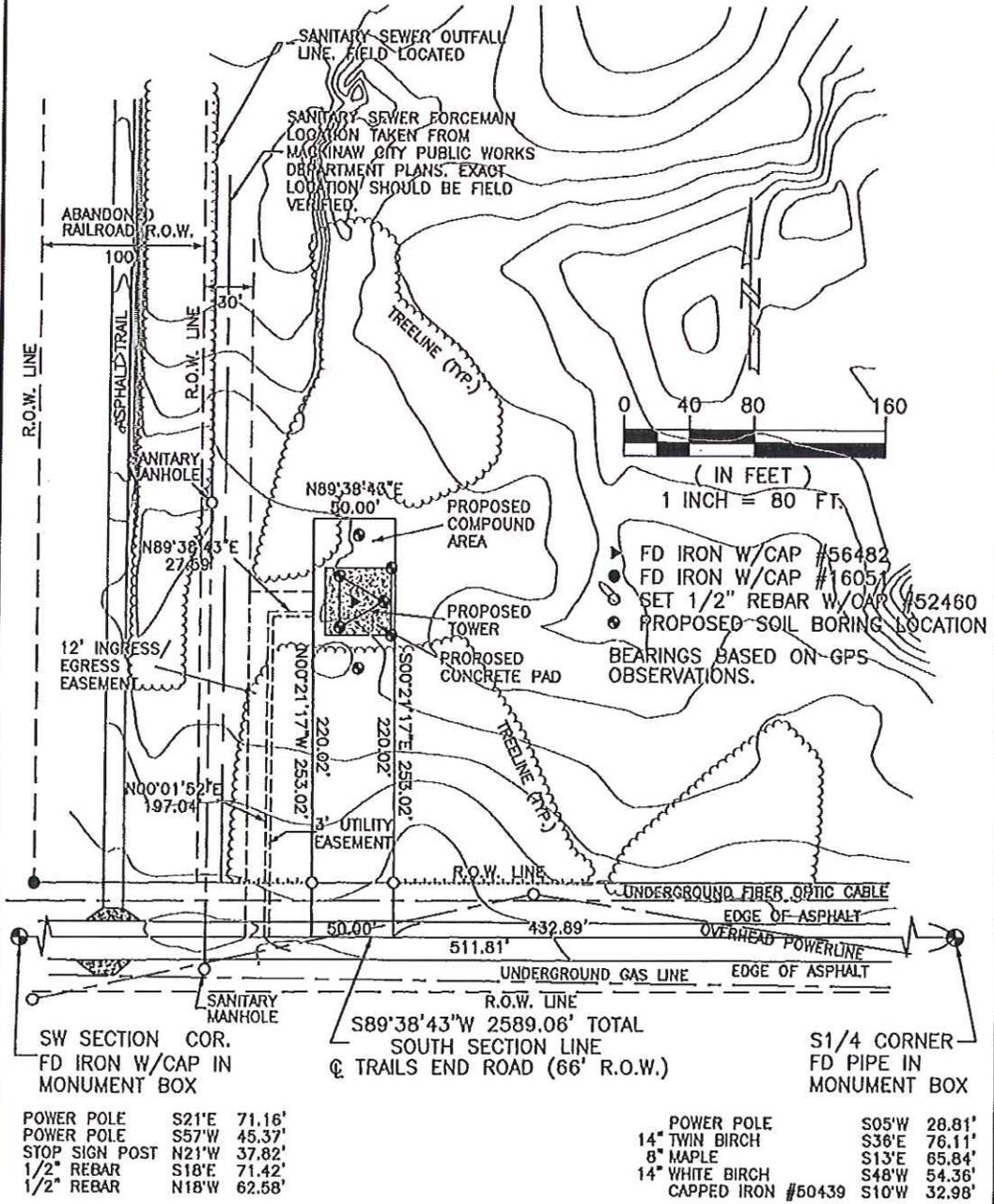
[Signature]
Patricia Bea Pepples, Notary Public
Emmet County, Michigan, Acting in Cheboygan Co.
My Commission Expires: December 4, 2014

Drafted by:
Kathleen M. Abbott
Emmet County Building
200 Division Street, Suite G70
Petoskey, Michigan 49770

EXHIBIT A

CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W,
WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN



COPYRIGHTED GRANGER & ASSOCIATES INC. 2014

I hereby state that I have surveyed and mapped the above parcel of land and that the error of closure is no greater than 1 in 5000 and that all requirements of PA 132, 1970, as amended, have been met.

ALAN J. GRANGER P.S. No. 52460

CLIENT: TELE-RAD, INC. REV.: DECEMBER 10, 2014 DATE: OCTOBER 21, 2014	 Granger and Associates, Inc. Engineers • Surveyors 224 S. Main St., Cheboygan, MI 49721 Email: grangerandassociates@gmail.com 231-627-2763	SEC. 13, T39N, R4W	
		DRAWN	AJG SHEET 1 OF 2
		JOB NO.	C7226-00

EXHIBIT B

CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W, WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN

TOWER COMPOUND:

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W, WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE S1/4 CORNER OF SAID SECTION; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION 432.89 FT., TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°38'43" W, ALONG SAID SOUTH LINE, 50.00 FT.; THENCE N 00°21'17" W 253.02 FT.; THENCE N 89°38'43" E, PARALLEL TO SAID SOUTH LINE, 50.00 FT.; THENCE S 00°21'17" E 253.02 FT., TO THE P.O.B. CONTAINS 0.29 ACRES, MORE OR LESS.

SUBJECT TO RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF RECORD, IF ANY.

A 12 FT. WIDE INGRESS/EGRESS EASEMENT LYING ADJACENT TO AND WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE S1/4 CORNER, SECTION 13, T39N, R4W; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION, 511.81 FT. TO THE POINT OF BEGINNING; THENCE N 00°01'52" E 197.04 FT.; THENCE N 89°38'43" E 27.59 FT. TO THE POINT OF ENDING.

A 3 FT. WIDE UTILITY EASEMENT LYING ADJACENT TO AND EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE S1/4 CORNER, SECTION 13, T39N, R4W; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION, 511.81 FT. TO THE POINT OF BEGINNING; THENCE N 00°01'52" E 197.04 FT.; THENCE N 89°38'43" E 27.59 FT. TO THE POINT OF ENDING.

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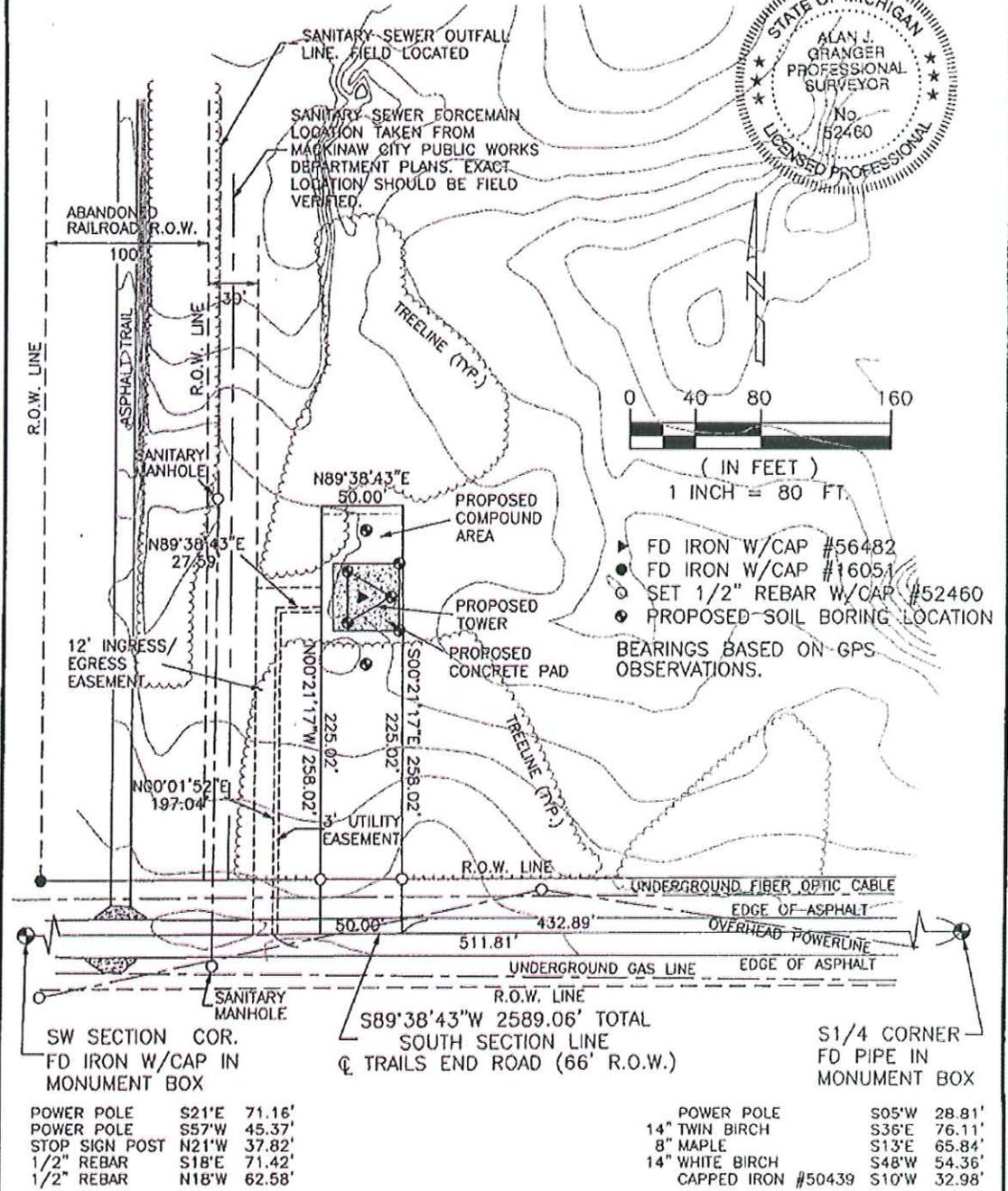
ALAN J. GRANGER P.S. No. 52460

CLIENT: TELE-RAD, INC. REV.: DECEMBER 10, 2014 DATE: OCTOBER 21, 2014	 Granger and Associates, Inc. Engineers • Surveyors 224 S. Main St., Cheboygan, MI 49721 Email: grangerandassociates@gmail.com 231-627-2763	SEC. 13, T39N, R4W	
		DRAWN	AJG SHEET 1 OF 2
		JOB NO.	C7226-00

EXHIBIT AA

CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W,
WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN



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Alan J. Granger
 ALAN J. GRANGER P.S. No. 52460

I hereby state that I have surveyed and mapped the above parcel of land and that the error of closure is no greater than 1 in 5000 and that all requirements of PA 132, 1970, as amended, have been met.

CLIENT: TELE-RAD, INC. REV.: APRIL 27, 2016 DATE: OCTOBER 21, 2014	Granger and Associates, Inc. Engineers • Surveyors 224 S. Main St., Cheboygan, MI 49721 Email: grangerandassociates@gmail.com 231-627-2763	SEC. 13, T39N, R4W DRAWN AJG SHEET 1 OF 2 JOB NO. C7226-00
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EXHIBIT BB

CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W, WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN

TOWER COMPOUND:

PART OF THE SE1/4 OF THE SW1/4, SECTION 13, T39N, R4W, WAWATAM TOWNSHIP, EMMET COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE S1/4 CORNER OF SAID SECTION; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION 432.89 FT., TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°38'43" W, ALONG SAID SOUTH LINE, 50.00 FT.; THENCE N 00°21'17" W 258.02 FT.; THENCE N 89°38'43" E, PARALLEL TO SAID SOUTH LINE, 50.00 FT.; THENCE S 00°21'17" E 258.02 FT., TO THE P.O.B. CONTAINS 0.29 ACRES, MORE OR LESS.

SUBJECT TO RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF RECORD, IF ANY.

A 12 FT. WIDE INGRESS/EGRESS EASEMENT LYING ADJACENT TO AND WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE S1/4 CORNER, SECTION 13, T39N, R4W; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION, 511.81 FT. TO THE POINT OF BEGINNING; THENCE N 00°01'52" E 197.04 FT.; THENCE N 89°38'43" E 27.59 FT. TO THE POINT OF ENDING.

A 3 FT. WIDE UTILITY EASEMENT LYING ADJACENT TO AND EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE S1/4 CORNER, SECTION 13, T39N, R4W; THENCE S 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION, 511.81 FT. TO THE POINT OF BEGINNING; THENCE N 00°01'52" E 197.04 FT.; THENCE N 89°38'43" E 27.59 FT. TO THE POINT OF ENDING.



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Signature of Alan J. Granger
ALAN J. GRANGER P.S. No. 52460

CLIENT: TELE--RAD, INC. REV.: APRIL 27, 2016 DATE: OCTOBER 21, 2014	 Granger and Associates, Inc. Engineers • Surveyors 224 S. Main St., Cheboygan, MI 49721 Email: grangerandassociates@gmail.com 231-627-2763	SEC. 13, T39N, R4W	
		DRAWN	AJG SHEET 1 OF 2
		JOB NO.	C7226-00



107TH DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514
PHONE: (517) 373-2629
FAX: (517) 373-8429
E-MAIL: leechatfield@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES
REPRESENTATIVE LEE CHATFIELD
107TH DISTRICT

COMMITTEES:
LOCAL GOVERNMENT, CHAIR
EDUCATION
HEALTH POLICY
TAX POLICY

April 13, 2016

Robert Heilman
317 E Etherington
Mackinaw City, MI 49701

Dear Robert,

Thank you very much for the recent opportunity to meet with the Mackinaw City Village Council. I appreciated receiving your feedback on both state and local issues facing our community. It is of utmost importance to me to stay in touch and be ready to serve those who I represent in Lansing.

Most of all, thank you for your service to the residents of Mackinaw City. Please never hesitate to reach out if I can be of assistance, and I look forward to receiving more information regarding the issues you brought to my attention.

Your friend,

Lee Chatfield

ROBERT,
THANK YOU FOR
SETTING THIS UP.
—LEE

I am disappointed and dismayed to see that council has placed on the agenda reconsideration of Planning Commissions 30 day minute timeline. I am also reminded of the old saying, "that those who don't remember history are bound to repeat it!"

Once upon a time there was an "ex parte" member from the council that also sat on the Planning Commission. Historically that member was the chairman of the Ordinance committee. When the State of Michigan ruled that said members could not vote at BOTH the Commission and council levels, there was no interest from anyone on council to sit on the Planning Commission. When the PC bylaws were written, they excluded "ex parte" membership.

The loss of "input" from a council person was not immediately felt as the Village Manager attended all Planning Commission meetings. This was invaluable, as it turned out, as not only did he have the expertise necessary and could answer questions from commissioners immediately, he made sure we had the necessary documents to make informed decisions. The Planning Commission is NOT just about zoning and site plans!

With the loss of both village manager and a council person, the Planning Commission evolved into zoning and site plan issues, About this time developers were able to bring site plans to Special Meetings (while regular meetings were being cancelled for lack of agenda items) and as a result, site plans were being "fast tracked" to the point where Village Council neither had the time or the documentation to understand the Planning Commission's methodology for approving/denying/approving with conditions, on any given site plan or zoning issue.

If a developer chooses to "fast track" his site plan or zoning issue there is a provision in our zoning ordinance for him to do this. He can ask, and pay for, a special meeting to be held on his behalf.

The Village Council looked at this problem while Adam Smith and Jeff Hingston (as well as some of the current council members) were here and solved it with the current ordinance. It works! Please don't change it back!

A handwritten signature in cursive script that reads "Rosada Mann". The signature is written in dark ink on a white background.

To: Mackinaw City Council
From: David M. White, Village Manager
Date: May 2, 2016
Re: Manager Report for May 5, 2016, Council Meeting

XI. Old Business:

- 1. 911 Tower Lease Agreement-** For Council consideration is an amendment to the 991 Tower lease agreement. The State Police is working to collocate a shelter and Propane tank to service emergency radio communications. The Village is being asked to amend the original lease by allowing for 5 additional feet to the North of the existing Fence. No trees would need to be removed as the area is free of such obstructions. Village Attorney Lane has reviewed the amendment and has no issues with it. I would request that the Commission approve the tower lease amendment and would be happy to address any questions you may have. Mr. Bradley from 911 is also planning to be in attendance at the Council meeting.

X. New Business:

- 1. Special Event Application 2016-SE-051-** This request is from the Woman's Club for signage to sell flowers June 4th at the Library. This is the first Special Event Application under the recently adopted fee schedule and as it submitted less than 45 days before the event a \$50.00 dollar fee was charged. The staff recommends approval of this request and I would be happy to answer any questions Council members may have.
- 2. Special Event Application 2016-SE-052-** The Special Event application for your consideration is for the rental of the Wedding Chapel at Heritage Village. As has been past practice no park fee will be charged as it is taking place within Heritage Village but a \$25.00 fee has been charged for the Special Event application. No staff objections have been raised regarding this application and I would recommend approval of it. As always I would be happy to address any questions Council members may have.

Items not on the Agenda:

- 1.** Over the past 12 years Revenue sharing has been reduced each year attached with this report is a year by year reduction since 2002. The amount of Revenue sharing lost since 2002 is \$254,164.75. It is interesting to note that the amount lost in Revenue Sharing could have purchased a used Tower truck for the Fire Department. The MML is working hard with the Legislature and Governor to restore some if not all of the revenue lost but it is an upward climb at best. I will keep the Council up to date on this very important issue.
- 2.** It is time to schedule an Arbor Day event, I am asking for the Tree Committee to set a date and staff will make arrangements for a tree to be ordered and schedule with the School for students to attend.

SaveMICity

Search Results

You searched for:

County: Emmet, Local Unit of Government: Mackinaw City

Amount of Revenue Sharing Lost Since 2002: (\$254,164.75)

[Search Again>](#)

Year	Const. Payments	Statutory Payments	Total Payments	Full Statutory Payments	Statutory Reduction	Full Funding	Cummulative Differences
2003	\$57,265.00	\$34,938.00	\$92,203.00	\$36,651.00	\$1,713.00	\$93,916.00	(\$1,713.00)
2004	\$56,641.00	\$26,226.00	\$82,867.00	\$36,251.62	\$10,025.62	\$92,892.62	(\$11,713.38)
2005	\$57,992.00	\$23,971.00	\$81,963.00	\$37,116.30	\$13,145.30	\$95,108.30	(\$24,890.70)
2006	\$58,981.00	\$22,070.00	\$81,051.00	\$37,749.28	\$15,679.28	\$96,730.28	(\$40,581.98)
2007	\$57,755.00	\$20,882.00	\$78,637.00	\$36,964.61	\$16,082.61	\$94,719.61	(\$56,650.61)
2008	\$59,683.00	\$18,954.00	\$78,637.00	\$38,198.58	\$19,244.58	\$97,881.58	(\$75,833.58)
2009	\$56,287.00	\$18,954.00	\$75,241.00	\$36,025.06	\$17,071.06	\$92,312.06	(\$92,902.54)
2010	\$54,563.00	\$12,357.00	\$66,920.00	\$34,921.65	\$22,564.65	\$89,484.65	(\$115,517.89)
2011	\$54,376.00	\$12,544.00	\$66,920.00	\$34,801.97	\$22,257.97	\$89,177.97	(\$137,790.86)
2012	\$57,879.00	\$8,382.00	\$66,261.00	\$37,043.98	\$28,661.98	\$94,922.98	(\$166,413.84)
2013	\$59,077.00	\$8,979.00	\$68,056.00	\$37,810.72	\$28,831.72	\$96,887.72	(\$195,206.12)
2014	\$60,462.00	\$9,414.00	\$69,876.00	\$38,697.16	\$29,283.16	\$99,159.16	(\$224,517.00)
2015	\$61,413.00	\$9,702.00	\$71,115.00	\$39,305.82	\$29,603.82	\$100,718.82	(\$254,164.75)

2016-SE-051

To Admin. Staff: _____
To Council: 5-5-16
Decision: Approved Denied
Minutes to Applicant: _____

SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Mackinaw Woman's Club TELEPHONE: 231-420-3824
MAILING ADDRESS: Mackinaw City
CONTACT NAME: DONNA BEACH TELEPHONE: 231-436-5169
E-MAIL ADDRESS: northcountrygardens@gmail.com CELL PHONE: 231-420-3824

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: LINDA Kelso-436-5016 DONNA BEACH-420-3824 TELEPHONE: _____
E-MAIL ADDRESS: northcountrygardens@gmail.com CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: Mackinaw Woman's Club Geranium & Hanging Basket Sale
PURPOSE OF EVENT: Raise money for Community Projects

- Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Arts & Crafts Show Other _____

DATE(S): JUNE 4, 2016 FROM 10:00 A.M. P.M. TO 2:00 A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: MACKINAW PUBLIC LIBRARY - On Lawn -

ESTIMATED NUMBER OF ATTENDEES: 50

WILL YOU UTILIZE SHOWERS: Yes No

ESTIMATED NUMBER OF VOLUNTEERS: 6

ESTIMATE DATE/TIME FOR SET-UP: JUNE 3 3 A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: JUNE 4 2:00 A.M. P.M.

Fee - \$50 - less than 45 days for processing
4-29-16 Rect # 13363 1



PARADE PERMIT

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED: Yes No **NA**

PARADE ROUTE PROVIDED WITH APPLICATION: Yes No

PROPOSED ROUTE: _____

Date and time Parade will start: _____ A.M. P.M.

Date and time Parade will end: _____ A.M. P.M.

EVENT DETAILS

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Fire Hydrants
- Tents
- Table and chair diagram
- Bicycle Routes (including route into and out of town)
- All bicycle events will utilize the Village's Hike and Bike Trail
- Label roads and closest cross roads
- Locate and label buildings
- Portable Restrooms
- Placement of food vendors
- Sidewalks
- Parking lots
- Ingress and egress points
- Parade Route
- All proposed modifications

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____
(NO LATER THAN 10 P.M.)

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)

Yes No Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No

- Provide Copy of Liquor Liability Insurance
See page 4 for required language naming the Village as an additional insured
- Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION: Yes No

Date insurance binder provided: _____
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT: Yes No

- Provide Copy of Liability Insurance
- Provide Copy of Fireworks Permit
See page 4 for required language naming the Village as an additional insured

EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: 6 (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): _____

Description of signs: PLANT SALE - JUNE 4th
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No
If yes, from date _____ to ending date: _____
Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No
Name of Facility where camping: _____
If yes, from date: _____ to ending date: _____
Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

BOOTHS - QUANTITY _____ **TENTS - QUANTITY** _____
Size _____ **CHAIRS - QUANTITY** 4 _____
 AWNINGS - QUANTITY _____ **TABLES - QUANTITY** 1 _____

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No
If yes, total number of portable toilets: _____ Number of ADA accessible portable toilets: _____
If no, explain: _____

Restroom Company Name: _____

Address Street: _____

City: _____ State: _____ Zip: _____

Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: _____ Time: _____

Equipment pick up: Date: _____ Time: _____

Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? 1

Donna L Beach
Applicant Signature
Print name of applicant: DONNA L. Beach

4/26/2016
Date

VILLAGE USE ONLY – Department representative please initial if approved

[MM] DPW [GV] FACILITY SERVICES
[Per] POLICE [port] FIRE [] AMBULANCE
[] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____ DATE: _____
VILLAGE MANAGER

2016-SE-052

To Admin. Staff: _____
To Council: 5-5-16
Decision: Approved Denied
Minutes to Applicant: _____

**SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351**

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: M.A.H.S. TELEPHONE: 231-373-9793
MAILING ADDRESS: PO Box 999
CONTACT NAME: SUSIE SAFFORD TELEPHONE: 231-373-9793
E-MAIL ADDRESS: Susiesafford@gmail.com CELL PHONE: Same as above

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: GENNIE MORGAN TELEPHONE: _____
E-MAIL ADDRESS: threepawddancing@aol.com CELL PHONE: 231-290-7362

EVENT INFORMATION

NAME OF EVENT: Jessica Hartley Wedding
PURPOSE OF EVENT: Wedding

- Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Arts & Crafts Show Other _____

DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.
_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: Wedding Chapel Heritage Village

ESTIMATED NUMBER OF ATTENDEES: 70

WILL YOU UTILIZE SHOWERS: Yes No

ESTIMATED NUMBER OF VOLUNTEERS: 2

ESTIMATE DATE/TIME FOR SET-UP: July 8, 2016 1:00 A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: July 8, 2016 4:00 A.M. P.M.

Fee - App Fee of \$25



EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

- "YARD" SIGNS** - Number requested: ____ (Maximum size is 2' x2'. Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): _____

Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No
If yes, from date _____ to ending date: _____
Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No
Name of Facility where camping: _____
If yes, from date: _____ to ending date: _____
Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

- BOOTHS – QUANTITY** _____
Size _____
- TENTS – QUANTITY** _____
- AWNINGS – QUANTITY** _____
- CHAIRS – QUANTITY** _____
- TABLES – QUANTITY** _____

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No
If yes, total number of portable toilets: 2 Number of ADA accessible portable toilets: _____

If no, explain: _____

Restroom Company Name: _____

Address Street: _____

City: _____ State: _____ Zip: _____

Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: _____ Time: _____

Equipment pick up: Date: _____ Time: _____

Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

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Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? _____

Cennie Morgan Board Member
Applicant Signature
Print name of applicant *Cennie Morgan*
CENNIE MORGAN

4-23-2016
Date

VILLAGE USE ONLY – Department representative please initial if approved

[initials] DPW *[GV]* FACILITY SERVICES
[RW] POLICE *[initials]* FIRE [] AMBULANCE
[] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____ DATE: _____
VILLAGE MANAGER

FOR VILLAGE USE ONLY

DEPARTMENT OF PUBLIC WORKS

APPROVED

DENIED

Will this event require the use of any of the following municipal equipment:

Yes No

LOADER – MODEL _____ TOTAL MEN _____

TOTAL MAN HOURS _____

PICK UP TRUCKS _____ TOTAL MEN _____

TOTAL MAN HOURS _____

OTHER EQUIPMENT _____ TOTAL MEN _____

TOTAL MAN HOURS _____

OTHER SERVICES PROVIDED OR REQUIRED _____

SITE MAP APPROVED: Yes No

FACILITIES SERVICES DEPARTMENT

APPROVED

DENIED

Will this event require the use of any of the following municipal equipment:

Yes No

TRASH RECEPTACLES – QUANTITY _____

BARRICADES – QUANTITY _____

TRAFFIC CONES – QUANTITY _____

PARKING SIGNS – QUANTITY _____

FENCING WATER ELECTRIC

RESTROOM CLEANING

OTHER _____

SITE MAP APPROVED: Yes No

MACKINAW CITY POLICE DEPARTMENT

APPROVED

DENIED

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____

Other (describe): _____

PARADE ROUTE RECEIVED AND APPROVED: Yes No

POLICE ESCORT NEEDED: Yes No LIQUOR APPLICATION RECEIVED AND REVIEWED: Yes No

SITE MAP APPROVED: Yes No

MACKINAW CITY FIRE DEPARTMENT

APPROVED

DENIED

STREET CLOSURES: Yes No (use attached map to outline proposed closures)

Street closure date/time: ____/____/____ A.M. P.M.

Street re-open date/time: ____/____/____ A.M. P.M.

SITE MAP APPROVED: Yes No

RECREATION DEPARTMENT

APPROVED

DENIED

SHOWERS: Yes No

TABLES: Yes No Quantity: _____

CHAIRS: Yes No Quantity: _____

CAMPING: Yes No (identified on map)

LONG TERM PARKING: Yes No (identified on map)

PORTABLE RESTROOMS: Yes No (identified on map)

SITE MAP APPROVED: Yes No