



Agenda
City of Charlevoix City Council Regular Meeting
Monday, May 15, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

2. Roll Call

3. Presentations

A. Introduction: Brian Ewalt, Airport Manager

B. Introduction of New Police Officers
Jill McDonnell, Chief of Police

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - May 1, 2023
- B. Accounts Payable and Payroll Check Registers
- C. Boyne Thunder
- D. Revised MERS HCSP Participation Agreement - Jill McDonnell
- E. L-4029 Tax Rate Request Forms and Millage Collection Procedure Verification
- F. Annual Bridge Park Lift Station Cleaning by GFL: estimated \$19,000
- G. Accept Planning Commission Annual Report
- H. Resolution 2023-05-02: MDOT Contract for Airport AWOS

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

8. Reports and Communications

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

9. Other Council Business

10. Adjourn

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix City Council

Presentations

Title: Introduction: Brian Ewalt, Airport Manager

Date: May 15, 2023

Presented By:

Background:

In February, we welcomed Brian Ewalt as our new Airport Manager. He'll be present to introduce himself to Council and discuss a brief update on the airport.

Recommendation:

Attachments:

None

Charlevoix City Council

Presentations

Title: Introduction of New Police Officers

Date: May 15, 2023

Presented By: Jill McDonnell, Chief of Police

Background:

Earlier this spring, Officer Tieler Schick accepted a new position downstate which left a vacancy. Officer Brian Christiansen was hired to fill the vacancy and keep the department fully staffed. A second part-time seasonal officer was hired for the summer Genna Gauthier-Kieliszewski.

Recommendation:

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - May 1, 2023

Date: May 15, 2023

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Meeting Minutes 05/01/2023

City of Charlevoix
City Council Regular Meeting Minutes
Monday, May 1, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Gennett. The Council, staff, and members of the public rose and recited the Pledge of Allegiance.

2. Roll Call

Mayor: Lyle Gennett

Members Present: Shane Cole, Aaron Hagen, Janet Kalbfell, Phil Parr, Richard Spring

Members Absent: Mark Knapp

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

A. Recreation Department Annual Spring Update

Kent Knorr, Recreation Director

Recreation Director Knorr updated Council on the department's successful winter season and upcoming spring and summer events. A presentation was also given by Mr. Knorr and he explained the department's programs available to our residents and community. Recreation Director Knorr answered questions from Council.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Mayor Gennett opened the item for public comment. None were heard.

Motion by Parr, seconded by Cole to approve the consent agenda as presented.

Yeas: Cole, Spring, Hagen, Parr, Kalbfell

Nays: None

Absent: Knapp

Motion carried.

A. City Council Meeting Minutes - April 17, 2023

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

Motion to approve the accounts payable and payroll check registers as presented.

Dates	Description	Amount
04/13/2023	Special Accounts Payable Run	\$11,899.00
04/17/2023	Special Accounts Payable Run	\$7,185.25
04/17/2023	Special Accounts Payable Run	\$64,469.03

04/28/2023	Payroll (net pay)	\$104,541.93
04/28/2023	Payroll Transmittal Checks	\$5,982.36
05/02/2023	Regular Accounts Payable	\$198,083.88
04/17/2023-04/28/2023	ACH/WIRE Payments	\$403,433.73
05/02/2023	Tax Disbursement	\$18,406.46
Grand Total		\$814,001.64
To view the entire accounts payable and payroll check registers, please Click here.		

- C. Set Work Session for June 6, 2023 at 1:30pm- Update on the Water and Waste Water Treatment Plants

Motion to approve a City Council Work Session for 1:30pm on June 6, 2023 at the Water Treatment Plant (97 Grant Street, Charlevoix, MI) and the Wastewater Treatment Plant (15116 Lake Shore Drive, Charlevoix, MI) for the purpose of discussing plant operations and updates.

- D. Kiwanis Club of Charlevoix Request for Charitable Gaming

Motion by Parr, seconded by Cole to approve Resolution 2023-05-01 and recognize the Kiwanis Club of Charlevoix as a local nonprofit organization.

CITY OF CHARLEVOIX

RESOLUTION NO. 2023-05-01

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 Lyle Gennett on Monday, May 1, 2023 at 6:00 p.m. the following resolution was offered:

Moved by Parr and supported by Cole, the request from the Kiwanis Club of Charlevoix, Michigan, of the City 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: Cole, Spring, Hagen, Parr, Kalbfell

Nays: None

Absent: Knapp

Motion carried.

- E. Invoice Cloud Software and Service Agreement

Motion to approve the agreement for Invoice Cloud Software and Services and direct the City Manager to sign the contract for the City of Charlevoix.

- F. Musical Prayer Service

Motion to approve the use of Odmark Pavilion on June 23, 2023 for prayer service.

- G. Use of Bridge Park for Charlevoix Marathon

Motion to approve the use of Bridge Park for the Charlevoix Marathon from June 14-17.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Proposed Donation: Playground Design and Installation at Mt. McSauba

Kent Knorr, Recreation Director

Abbie Hart

Recreation Director Knorr stated the playground design and installation at Mt. McSauba is part of the Recreation Master Plan. Mr. Knorr introduced Abbie Hart, Rotary Club Director. Ms. Hart stated that the Charlevoix Rotary is excited to be a part of this project. Ms. Hart stated Charlevoix Rotary is very community focused and is looking forward to working with the City.

Mayor Gennett opened the item for public comment. None were heard.

Motion by Kalbfell, seconded by Spring to approve the Rotary Club of Charlevoix to work with the Recreation Director and City Manager to begin a process of fundraising for a new playground at Mt. McSauba.

Yeas: Cole, Spring, Hagen, Parr, Kalbfell

Nays: None

Absent: Knapp

Motion carried.

B. Assign Representative to the Historical Society Lighthouse Committee

Mark Heydlauff, City Manager

City Manager Heydlauff explained a couple of months ago that Council approved the addendum to the Lighthouse Restoration and Maintenance Contract with the Charlevoix Historical Society. The addendum included that one or more representatives from the City be assigned to the Historical Society's Committee. Discussion was held. City Manager Heydlauff answered questions from the Council.

Mayor Gennett opened the item for public comment. None were heard.

Motion by Hagen, seconded by Parr to appoint Richard Spring and Lyle Gennett to the Historical Society's Lighthouse Committee for an indefinite term.

Yeas: Cole, Spring, Hagen, Parr, Kalbfell

Nays: None

Absent: Knapp

Motion carried.

8. Reports and Communications

A. Public Comment

- Bob Timms questioned how the City is getting revenue from the electric vehicle charging station

B. City Manager's Comments

- Provided updates on the current construction projects throughout the City
- The Ferry Beach Management Plan states that a tree study should be conducted by arborists. The study was completed and the results showed that several trees should be removed, which is occurring this week
- Received a call from Superintendent Ritter stating he appreciated the police presence by Chief McDonnell and her team at their schools

C. Mayor and Council Comments

- Mayor Gennett stated the Recreation Department is doing a fantastic job

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:41 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: May 15, 2023

Presented By:

Background:

Recommendation:

Attachments:

1. Check Registers 05-15-23 Agenda

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/06/2023	05/12/2023	139427	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,097.98
05/06/2023	05/12/2023	139428	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
05/06/2023	05/12/2023	139428	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	390.05
05/06/2023	05/12/2023	139429	CHARLEVOIX STATE BAN	9016	Lump Sum Employer Contribution	707.00
05/06/2023	05/12/2023	139430	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,220.00
05/06/2023	05/12/2023	139431	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	684.28
05/06/2023	05/12/2023	139432	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
05/06/2023	05/12/2023	139433	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 5	201.00
05/06/2023	05/12/2023	139434	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,548.88
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	257.12
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 5/6/2	56.42
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	CHILD LIFE Pay Period: 5/6/202	8.87
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	24.39
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 5/6/	5.48
05/06/2023	05/12/2023	139435	THE HARTFORD	9035	CHILD AD&D Pay Period: 5/6/20	3.75
Grand Totals:		15				6,408.67

Summary of Check Registers & ACH Payments HUNTINGTON NATIONAL BANK - CHECKS ISSUED

05/12/23 Payroll Transmittal Checks \$ 6,408.67
 05/12/23 Payroll (net pay) \$ 111,058.30
 05/16/23 Regular Accounts Payable \$ 301,006.28

Checks Sub-Total: \$ 418,473.25

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

05/01/23 MI Public Power Agency \$ 19,451.21
 05/03/23 AMG Payment Solutions \$ 43.19
 05/03/23 Payment Service Network Inc \$ 242.65
 05/08/23 MI Public Power Agency \$ 17,746.62
 05/09/23 State of MI (Sales Tax) \$ 23,786.16
 05/10/23 DTE Energy \$ 8,171.63
 05/12/23 IRS (Payroll Tax Deposit) \$ 40,297.12
 05/12/23 Alerus Financial (HCSP) \$ 250.00
 05/12/23 Vantagepoint (401 Plan) \$ 1,062.00
 05/12/23 Vantagepoint (457 Plan) \$ 20,310.49
 05/12/23 Vantagepoint (Roth IRA) \$ 1,220.76
 05/12/23 State of MI (Withholding Tax) \$ 5,991.51

ACH Sub-Total: \$ 138,573.34

Huntington National Bank Total: \$ 557,046.59

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

\$ -

Charlevoix State Bank Total: \$ -

Grand Total: \$ 557,046.59

APPROVED:


CITY MANAGER


CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/06/2023	PC	05/12/2023	37250	HEYDLAUFF, MARK L.	102		3,686.68
05/06/2023	PC	05/12/2023	37251	DVORACEK, SARAH J.	105		2,321.14
05/06/2023	PC	05/12/2023	37252	DEROSIA, PATRICIA E.	107		896.45
05/06/2023	PC	05/12/2023	37253	DOTSON, LINDSEY J.	109		1,507.73
05/06/2023	PC	05/12/2023	37254	KLOOSTER, ALIDA K.	121		2,335.30
05/06/2023	PC	05/12/2023	37255	BARNEVELD, RICHELLE	123		1,282.80
05/06/2023	PC	05/12/2023	37256	SCHULZ, GINNY L.	125		1,528.11
05/06/2023	PC	05/12/2023	37257	BRADLEY, KATHLEEN R.	126		1,252.53
05/06/2023	PC	05/12/2023	37258	MILLER, FAITH G.	142		33.20
05/06/2023	PC	05/12/2023	37259	MCGINN, KELLY A.	146		2,704.46
05/06/2023	PC	05/12/2023	37260	SCHEEL, JONATHAN D.	149		2,269.02
05/06/2023	PC	05/12/2023	37261	MCDONNELL, JILL L.	202		2,946.79
05/06/2023	PC	05/12/2023	37262	SCHOLEY, ROBERT W.	204		2,012.92
05/06/2023	PC	05/12/2023	37263	UMULIS, MATTHEW T.	205		1,392.17
05/06/2023	PC	05/12/2023	37264	ORBAN, BARBARA K.	209		1,279.13
05/06/2023	PC	05/12/2023	37265	RILEY, DENISE M.	213		557.65
05/06/2023	PC	05/12/2023	37266	MUNK, CHRISTOPHER J.	215		1,454.68
05/06/2023	PC	05/12/2023	37267	STEWART, MORGAN J.	217		1,846.84
05/06/2023	PC	05/12/2023	37268	CHRISTIENSEN, BRIAN D	218		1,552.71
05/06/2023	PC	05/12/2023	37269	YOUNG, KRISTEN L.	230		1,872.03
05/06/2023	PC	05/12/2023	37270	WURST, RANDALL W.	411		1,728.54
05/06/2023	PC	05/12/2023	37271	HILLING, NICHOLAS A.	413		2,082.91
05/06/2023	PC	05/12/2023	37272	MEIER III, CHARLES A.	421		1,650.14
05/06/2023	PC	05/12/2023	37273	ZACHARIAS, STEVEN B.	422		1,633.49
05/06/2023	PC	05/12/2023	37274	NEWMAN, MARK J.	424		1,625.21
05/06/2023	PC	05/12/2023	37275	LOUGHMILLER, JOHN A.	425		1,713.52
05/06/2023	PC	05/12/2023	37276	BORTHS, MICHAEL J.	450		412.97
05/06/2023	PC	05/12/2023	37277	GRIFFITH, JOHN J.	500		2,931.86
05/06/2023	PC	05/12/2023	37278	EATON, BRAD A.	515		2,787.81
05/06/2023	PC	05/12/2023	37279	WILSON, TIMOTHY J.	516		3,463.18
05/06/2023	PC	05/12/2023	37280	LAVOIE, RICHARD L.	519		2,486.13
05/06/2023	PC	05/12/2023	37281	STEVENS, BRANDON C.	521		2,966.99
05/06/2023	PC	05/12/2023	37282	WHITLEY, ANDREW T.	522		2,415.45
05/06/2023	PC	05/12/2023	37283	DRAVES, MARTIN J.	523		1,499.59
05/06/2023	PC	05/12/2023	37284	FARRELL, MITCHELL L.	524		1,963.76
05/06/2023	PC	05/12/2023	37285	ANDERSON, ELIZABETH	526		1,401.92
05/06/2023	PC	05/12/2023	37286	KENWABIKISE, DAVID L.	528		1,239.32
05/06/2023	PC	05/12/2023	37287	ELLIOTT, PATRICK M.	600		3,201.04
05/06/2023	PC	05/12/2023	37288	SCHWARTZFISHER, JOS	603		1,324.27
05/06/2023	PC	05/12/2023	37289	BRADLEY, KELLY R.	614		1,385.23
05/06/2023	PC	05/12/2023	37290	HART II, DELBERT W.	616		1,769.26
05/06/2023	PC	05/12/2023	37291	JONES, ROBERT F.	618		1,545.98
05/06/2023	PC	05/12/2023	37292	LEITNER, RYAN S.	624		1,469.49
05/06/2023	PC	05/12/2023	37293	FERGUSON, ROYCE L.	625		1,936.38
05/06/2023	PC	05/12/2023	37294	REID, ROB A.	632		1,495.48
05/06/2023	PC	05/12/2023	37295	DORAN, JUSTIN J.	634		3,520.20
05/06/2023	PC	05/12/2023	37296	NEDWICK, DAVID J.	642		1,048.89
05/06/2023	PC	05/12/2023	37297	HART III, DELBERT W.	657		1,096.42
05/06/2023	PC	05/12/2023	37298	FINNERTY, HOLLY E.	669		1,031.24
05/06/2023	PC	05/12/2023	37299	POIROT, KENNETH R.	673		259.91
05/06/2023	PC	05/12/2023	37300	CRANDELL, ZACKARY R.	691		875.25
05/06/2023	PC	05/12/2023	37301	RABIDEAU, JACOB L.	696		877.43
05/06/2023	PC	05/12/2023	37302	KNORR, KENT J.	700		2,223.40
05/06/2023	PC	05/12/2023	37303	ANZELL, BETH A.	702		1,546.15
05/06/2023	PC	05/12/2023	37304	STEBE, LAURA A.	703		43.63
05/06/2023	PC	05/12/2023	37305	MCDERMOTT, DENNIS J.	732		2,046.05
05/06/2023	PC	05/12/2023	37306	WHITE III, MARCUS W.	754		432.55

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/06/2023	PC	05/12/2023	37307	CUNNINGHAM, ABIGAIL A	759		241.41
05/06/2023	PC	05/12/2023	37308	ELGART, SARAH N.	769		378.85
05/06/2023	PC	05/12/2023	37309	WALKER, MEREDITH A.	771		79.19
05/06/2023	PC	05/12/2023	37310	DRENT, DOUGLAS A.	838		918.08
05/06/2023	PC	05/12/2023	37311	GILL, DAVID R.	856		736.97
05/06/2023	PC	05/12/2023	37312	LIVINGSTON, BRIAN D.	866		2,043.81
05/06/2023	PC	05/12/2023	37313	KLOOSTER, PATRICK H.	868		413.19
05/06/2023	PC	05/12/2023	37314	DIETRICH, ARLENE M.	871		155.14
05/06/2023	PC	05/12/2023	37315	PETROSKY, TIMOTHY D.	874		37.00
05/06/2023	PC	05/12/2023	37316	EWALT, BRIAN W.	901		2,184.74
05/06/2023	PC	05/12/2023	37317	OLIVER, GRANT T.	915		466.52
05/06/2023	PC	05/12/2023	37318	DOUGLAS, MARK	935		1,215.13
05/06/2023	PC	05/12/2023	37319	FRATRICK, JOSEPH W.	940		653.07
05/06/2023	PC	05/12/2023	37320	PAALMAN, STEPHEN J.	942		584.35
05/06/2023	PC	05/12/2023	37321	DVORACEK, BRIAN N.	952		903.93
05/06/2023	PC	05/12/2023	139423	CHRISTIANSEN, BRIAN D	218	License/Certification Stipend	169.30
05/06/2023	PC	05/12/2023	139424	MORRISON, KEVIN P.	601		1,284.23
05/06/2023	PC	05/12/2023	139425	WILSON, GARRETT L.	687		325.99
05/06/2023	PC	05/12/2023	139426	COX, RONALD L.	869		404.02
Grand Totals:			76				111,058.30

Report Criteria:

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

Check Number	Payee	Amount
05/16/2023		
139436	ACCESS LOCKSMITHING INC	265.00
139437	ACE HARDWARE	3,944.22
139438	ACME SPORTS INC	1,105.20
139439	ACUSHNET COMPANY	821.08
139440	ALL-PHASE ELECTRIC SUPPLY CO	589.98
139441	AMAZON CAPITAL SERVICES	923.92
139442	AMERICAN LEGAL PUBLISHING CORP	863.96
139443	APX INC	82.75
139444	ART'S AUTO & TRUCK PARTS	343.65
139445	ASPLUNDH TREE EXPERT LLC	6,203.20
139446	AT YOUR SERVICE PLUS INC	560.00
139447	AUTO-WARES GROUP	244.52
139448	AVFUEL CORPORATION	720.00
139449	AVSURANCE CORPORATION	6,237.00
139450	B & D TRUCKS & PARTS	784.00
139451	BALLARD'S PLUMBING AND HEATING	137.50
139452	BEAVER RESEARCH COMPANY	133.12
139453	BRADFORD MASTER DRYCLEANERS	47.50
139454	BS& A SOFTWARE	74,432.00
139455	CARQUEST OF CHARLEVOIX	1,837.74
139456	CHARLEVOIX GLASS	80.87
139457	CHARLEVOIX SCREEN MASTERS INC	54.00
139458	CHARLEVOIX TOWNSHIP TREASURE	71.23
139459	CHARTER COMMUNICATIONS OPERA	154.97
139460	CINTAS	83.29
139461	CINTAS CORPORATION	305.07
139462	CITY OF CHARLEVOIX - UTILITIES	45,594.01
139463	CIVIC SYSTEMS LLC	2,800.00
139464	CONWAY PROFESSIONAL SERVICES	785.00
139465	CONWAY PROFESSIONAL SERVICES	1,572.00
139466	COTTAM, CHRIS AND SALLY	50.00
139467	D&D ELECTRONICS	906.00
139468	DELL MARKETING LP	40.19
139469	DITCH WITCH SALES OF MICHIGAN	528.59
139470	DOUGLAS, MARK	50.00
139471	DROST LANDSCAPE	720.00
139472	DVORACEK, SARAH	20.10
139473	EDGEWATER RESOURCES LLC	1,015.00
139474	EJ USA INC.	4,908.62
139475	ETNA SUPPLY	2,000.00
139476	EVANS, ERIN	180.72
139477	FAMILY FARM AND HOME	408.42
139478	FASTENAL COMPANY	391.38
139479	FO BARDEN & SON INC	2,265.80
139480	FREEDOM MAILING SERVICES INC	2,554.38
139481	GALLS LLC	424.55
139482	GATEHOUSE MEDIA MICHIGAN HOLDI	267.50
139483	GEMINI GROUP LLC	3,339.00

Check Number	Payee	Amount
139484	GERMAINE ENTERPRISES LLC	3,784.20
139485	GFL ENVIRONMENTAL	145.80
139486	GORDON FOOD SERVICE	373.59
139487	GRAINGER	2,999.37
139488	GREAT LAKES ELEVATOR LLC	473.39
139489	GRIFFITH, JOHN J	280.34
139490	HACH COMPANY	4,383.07
139491	HARTFORD, THE	2,295.35
139492	HERZOG ELECTRIC	385.00
139493	HOTSHOTS DRAIN CLEANING LLC	175.00
139494	HOUSING NORTH	4,625.00
139495	HYDE SERVICES LLC	227.67
139496	HYDROCORP	2,077.00
139497	IDEXX DISTRIBUTION INC	330.25
139498	INTEGRITY BUSINESS SOLUTIONS	783.39
139499	INTERLOCHEN PUBLIC RADIO	500.00
139500	IPS GROUP INC	1,337.87
139501	JCD SALES & SERVICE LLC	106.00
139502	KRIEGSHAUSER, TIM AND LISA	450.00
139503	KSS ENTERPRISES	287.25
139504	KUSSMAUL ELECTRONICS LLC	1,292.34
139505	LAVENGOOD, MARK	1,375.00
139506	LEFT, TOM	50.00
139507	MASTER OF THE LINKS	1,103.46
139508	MCCARDEL CULLIGAN-PETOSKEY	54.50
139509	MCLAREN NORTHERN MICHIGAN-PE	15.00
139510	MICHIGAN ASSOCIATION OF PLANNIN	725.00
139511	MOTOR PARTS AND EQUIPMENT COR	54.98
139512	MUNK, CHRISTOPHER J.	69.56
139513	NAVIA BENEFIT SOLUTIONS	100.00
139514	NORTH COAST FASTENERS LLC	184.50
139515	NORTHERN MICHIGAN HARDWOODS	2,616.00
139516	NORTHERN MONUMENT	300.00
139517	NYE UNIFORM CO	90.53
139518	OLSON BZDOK & HOWARD	1,813.50
139519	OMS COMPLIANCE SERVICES INC	116.00
139520	OTHERSIDE FERTILIZER COMPANY, T	5,220.00
139521	PENINSULA FIBER NETWORK LLC	470.00
139522	PERFORMANCE ENGINEERS INC	12,072.00
139523	POLLARDWATER	299.95
139524	POWER LINE SUPPLY	19,793.37
139525	POWER SYSTEM ENGINEERING INC	10,751.00
139526	PREIN & NEWHOF	1,250.76
139527	QUILL LLC	26.71
139528	R B LYONS INC	2,000.00
139529	ROSSOW GROUP, THE	330.00
139530	ROTARY CLUB OF CHARLEVOIX	37.50
139531	SCIENTIFIC BRAKE - GAYLORD	13.52
139532	SERVIA, LAURA	50.00

Check Number	Payee	Amount
139533	SHARROW MASONRY INC	12,722.00
139534	SHELDON, GALE	50.00
139535	SITEONE LANDSCAPE SUPPLY LLC	530.29
139536	SPARTAN DISTRIBUTORS INC	4,452.68
139537	STATE OF MICHIGAN	617.41
139538	STATE OF MICHIGAN	221.22
139539	STRICKER'S OUTDOOR POWER EQUI	189.85
139540	STUART C IRBY CO	4,851.06
139541	SWANSON K & D INC	1,195.00
139542	SYSTEMS SPECIALISTS INC	137.50
139543	TELNET WORLDWIDE	208.73
139544	THRU GLASS CLEANING CO	5,700.00
139545	TRACE ANALYTICAL LABORATORIES I	523.05
139546	TRANSUNION RISK AND ALTERNATIV	150.00
139547	TRUCK & TRAILER SPECIALTIES	1,598.31
139548	ULTIMATE LLC	16.77
139549	UNIFIRST CORPORATION	618.67
139550	UP NORTH FLAGS & POLES	738.00
139551	UPPER CASE PRINTING INK.	1,521.00
139552	USABBLUEBOOK	844.78
139553	VALLEY TRUCK - TRAVERSE CITY	620.31
139554	WILMOT ELECTRIC INC	625.02
139555	WINTER, ROMEYN	100.00
139556	ZIXCORP	2,632.88
Total 05/16/2023:		301,006.28
Grand Totals:		301,006.28

Check Number	Payee	Amount
05/01/2023		
50123001	MICHIGAN PUBLIC POWER AGENCY	19,451.21
Total 05/01/2023:		19,451.21
Grand Totals:		19,451.21

Check Number	Payee	Amount
05/03/2023		
50323001	AMG PAYMENT SOLUTIONS	43.19
50323002	PAYMENT SERVICE NETWORK INC.	242.65
Total 05/03/2023:		285.84
Grand Totals:		285.84

Check Number	Payee	Amount
05/08/2023		
50823001	MICHIGAN PUBLIC POWER AGENCY	17,746.62
Total 05/08/2023:		17,746.62
Grand Totals:		17,746.62

Check Number	Payee	Amount
05/09/2023		
50923001	STATE OF MICHIGAN	23,786.16
Total 05/09/2023:		23,786.16
Grand Totals:		23,786.16

Check Number	Payee	Amount
05/10/2023		
51023001	DTE ENERGY	8,171.63
Total 05/10/2023:		8,171.63
Grand Totals:		8,171.63

Check Issue Date	Check Number	Payee	Amount
51223001			
05/12/2023	51223001	**EFTPS* Payroll Taxes	10,579.22
05/12/2023	51223001	**EFTPS* Payroll Taxes	10,579.22
05/12/2023	51223001	**EFTPS* Payroll Taxes	2,474.22
05/12/2023	51223001	**EFTPS* Payroll Taxes	2,474.22
05/12/2023	51223001	**EFTPS* Payroll Taxes	14,190.24
Total 51223001:			
	5		40,297.12
51223002			
05/12/2023	51223002	Alerus Financial	250.00
Total 51223002:			
	1		250.00
51223003			
05/12/2023	51223003	MissionSquare - 401 Plan 109153	1,062.00
Total 51223003:			
	1		1,062.00
51223004			
05/12/2023	51223004	MissionSquare - 457 Plan 300959	4,711.00
05/12/2023	51223004	MissionSquare - 457 Plan 300959	2,613.18
05/12/2023	51223004	MissionSquare - 457 Plan 300959	4,598.78
05/12/2023	51223004	MissionSquare - 457 Plan 300959	8,387.53
Total 51223004:			
	4		20,310.49
51223005			
05/12/2023	51223005	MissionSquare - Roth IRA 706117	1,220.76
Total 51223005:			
	1		1,220.76
51223006			
05/12/2023	51223006	STATE OF MICHIGAN	5,991.51
Total 51223006:			
	1		5,991.51
Grand Totals:			
	13		69,131.88

Charlevoix City Council

Consent Agenda

Title: Boyne Thunder

Date: May 15, 2023

Presented By:

Background:

Boyne Thunder will be taking place on Saturday, July 8. Camp Quality will be providing the boaters with lunch when they arrive in Charlevoix. They are requesting the use of Bridge Park for the event.

Recommendation:

Motion to approve the use of Bridge Park on July 8, 2023 for Boyne Thunder.

Attachments:

1. Boyne Thunder Council Presentation 2023



PO Box 345
Boyne City MI 49712
P 231 582 2471
F 866 564 7637
mioffice@campqualityusa.org
www.campqualityusa.org/mi



USA CAMPS

Arkansas Heartland
Illinois
Kansas
Kentuckiana
Louisiana
North Michigan
South Michigan
Michiana
Michigan Sibling
CentralMissouri
Greater Kansas City
Northwest Missouri
Missouri Ozarks
New Jersey
Ohio
Texas
Oklahoma

2023 Boyne Thunder Poker Run: Saturday July 8th

The Boyne Thunder Poker Run is a non-profit fundraiser with the proceeds supporting Camp Quality Michigan (serving children with cancer), Challenge Mountain (serving children and adults with disabilities) and Boyne MainStreet. Boyne Thunder was established in 2004 and has grown to 120 boats, providing an exciting and community-based weekend for towns across Northern Michigan. This year, we are celebrating our 20th annual event. The poker run leaves Boyne City at 10 am on Saturday July 8th, traveling thru Lake Charlevoix to Elk Rapids, Northport, Charlevoix (stop for lunch), Bay Harbor, Harbor Springs, Horton Bay. The boats arrive back to Boyne City around 3:30 pm to turn in their poker cards.

The boaters will stop in Charlevoix around 12:00pm for lunch. There will be approximately 400 boaters (120 boats). They have a staggered arrival. A boxed lunch is served (Lions Club of Charlevoix chicken barbecue) and will only be handled and distributed by the Lions volunteers. Boaters will be congregating in the Robert Bridge Memorial Park under several tents. All seating and food serving will follow COVID guidelines. Boaters will depart Charlevoix around 1:30 pm.

Boyne Thunder Poker run has become a well visited event with hundreds of community members and tourists lining around the lake, Pine River channel, and Michigan Beach to watch the boats enter and leave Charlevoix. This brings an influx of people to Charlevoix who will then eat in our restaurants and visit our downtown businesses. The event is also supported by the Local Lions Club of Charlevoix, who provides the boaters' lunches.

Charlevoix City Council

Consent Agenda

Title: Revised MERS HCSP Participation Agreement - Jill McDonnell

Date: May 15, 2023

Presented By:

Background:

The City of Charlevoix has a MERS Retirement Health Care Savings Program. The program allows employees to deposit a designated amount in their account for health care expenses in retirement; there is no City match or contribution for the account. Jill McDonnell would like to contribute \$308 per pay period. We have made the requested change per Jill McDonnell and have attached the form for your review and approval. The agreement requires Council approval because each position is treated as a separate group and the agreement requires the salary reduction be made to permit the contribution.

Recommendation:

Motion to approve the revised MERS Health Care Savings Program Participation Agreement for the Position of Chief of Police per the request of Jill McDonnell.

Attachments:

1. HCSP Participation Agreement City of Charlevoix Jill McDonnell 1505 Div 300718 modification 5-15-23 (003) (1)

MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ **Division Number:** _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: _____.

(Date)

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/ employee classifications ("Covered Group"), in Health Care Savings Program. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.

V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Employer, to be credited to the individual accounts of Eligible Employees as follows (next page):

MERS Health Care Savings Program Participation Agreement

Check one or more (A or B, C and/or D):

- A. ☐ **Employer Contributions for Retirees / Former Employees.** Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify): _____

For active employees, please check one or more below (B, C, and/or D).

- B. ☐ **Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure (specify):

--

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

- ☐ Immediate Vesting upon Participation
- ☐ Cliff Vesting: The participant is 100% vested upon _____ year(s).
(Stated years)
- ☐ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

Years of Service	Percent Vested
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	100%

FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall:

Check only one:

- ☐ Remain in the HCSP sub-trust to be reallocated among all Plan participants equally
- ☐ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- ☐ Be transferred to the Retiree Health Funding Vehicle ("RHFV")

MERS Health Care Savings Program Participation Agreement

- C. ☐ **Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify):

--

- D. ☐ **Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

Check one or more:

- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

MERS Health Care Savings Program Participation Agreement

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

VIII. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the ____ day of _____, 20____ at the official meeting held by _____.
(Name of approving employer)

Authorized Signature: _____

Name: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____

(Authorized MERS signatory)

Charlevoix City Council

Consent Agenda

Title: L-4029 Tax Rate Request Forms and Millage Collection Procedure Verification

Date: May 15, 2023

Presented By: Mark Heydlauff, City Manager

Background:

The City completes Form L-4029 "Tax Rate Request" in May each year for the City and the DDA. The form is issued under the authority of MCL Sections 211.24e (Truth in Taxation), 211.34 (Truth in County Equalization and Truth in Assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment). The filing is mandatory. Certification each year is completed by representatives of the local governmental unit.

For 2023, a Millage Collection Procedure Verification Form is now required. This form has been included and is approved/signed by the City Clerk. On March 6, 2023 and in accordance with the Uniform Budgeting & Accounting Act, the City Council set the millage rate levy after the required annual Budget Public Hearing. The City of Charlevoix has met all of the requirements as specified in the attached form. The Millage Collection Procedure Verification Form also requires form L-4029 to be approved at a City Council meeting.

Recommendation:

Motion to approve the City of Charlevoix and Charlevoix DDA L-4029 Tax Rate Request Forms for 2023. Motion to approve the Millage Collection Procedure Verification Form for 2023 and to be signed by the City Clerk.

Attachments:

1. L-4029 Form City Of Charlevoix
2. L-4029 Form City Of Charlevoix DDA
3. Millage Collection Procedure Verification Form City of Charevoix

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature	Print Name	Date
☐ Secretary			
☐ Chairperson	Signature	Print Name	Date
☐ President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2023 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2023 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2022 permanently reduced rate can be found in column 7 of the 2022 Form L-4029. For operating millage approved by the voters after April 30, 2022, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2023 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2023 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2023. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2023 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2023 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2023. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2023 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2023. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
-------------	------------------	-------------------	------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature	Print Name	Date
☐ Secretary			
☐ Chairperson	Signature	Print Name	Date
☐ President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2023 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2023 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2022 permanently reduced rate can be found in column 7 of the 2022 Form L-4029. For operating millage approved by the voters after April 30, 2022, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2023 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2023 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2023. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2023 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2023 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2023. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2023 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2023. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

Millage Collection Procedure Verification Form

Taxing Unit Name: _____

This form is used to assist the County Equalization department on behalf of the County Board of Commissioners in ensuring the proceedings necessary to authorize the raising of money have been conducted appropriately. MCL 211.37

This list is not all-inclusive of the steps and approvals needed to collect millage revenues. Please seek legal and/or financial advice to ensure compliance with all state and local laws and regulations.

Truth in Taxation Section

By signing below the taxing unit listed above verifies they have complied with the requirements of MCL 211.24e to levy an Operating Rate which exceeds the Base Tax Rate.

Our township/city/school district/ISD/library/authority has complied with MCL 211.24e by:

- ☐ Does not apply because 1 mill or less was levied in the concluding fiscal year per MCL 211.24e(12)

If this box is checked, jump to the Tax Rate Request Section.

OR

- ☐ Section 16 of the Uniform Budgeting & Accounting Act was complied with by addressing the millage rate to be levied at the Annual Budget Hearing held on _____ (enter date). Please confirm each of the following statements by checking the associated box:

- ☐ Notice of the public hearing was given by publication in a newspaper of general circulation within the local unit at least 6 days before the hearing per MCL 141.412
- ☐ This publication included the statement “The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.” in 11-point boldfaced type per MCL 141.412
- ☐ A resolution was passed, or alternative method described in charter was used, to adopt a general fund budget and if needed, subsidiary fund budgets, per MCL 141.436(1)
- ☐ The adopted budget(s) includes the amount of each millage approved to be levied and the purpose of it, per MCL 141.436(2). ALL millages included on the L-4029 form are listed in the adopted budget, except those approved specifically to cover a debt obligation.

If this sub-section is completed, jump to the Tax Rate Request Section

OR

- ☐ A Truth in Taxation Hearing was held on _____ (enter date). Please confirm each of the following statements by checking the associated box:
- ☐ Prior to conducting the public hearing, the PROPOSED additional millage rate to be levied, being a rate within the authorized millage rate, was established by a resolution adopted by the governing body of the taxing unit per MCL 211.24e(7)
 - ☐ Notice of the public hearing was given in accordance with MCL 211.24e(6) (please provide a copy)
 - ☐ Timely written notice of the time, date, and place of a public hearing to be held was sent to all newspapers of general circulation within the local unit per MCL 211.24e(9)
 - ☐ Not more than 10 days after the public hearing, the final additional millage rate approved to be levied, which cannot be greater than the proposed millage rate, was established by resolution or ordinance per MCL 211.24(8)
 - ☐ It's recommended, the adopted resolution or ordinance lists the total number of mills approved to be levied for EVERY millage to be included on the taxing unit's L-4029 form, except those approved specifically to cover a debt obligation.

Tax Rate Request Section

By signing below, the taxing unit listed above verifies that the L-4029 form was approved by the taxing unit's board/council at a meeting held on _____ (enter date). Please confirm each of the following statements, if applicable, by checking the associated box:

- ☐ The millages requested on the L-4029 do not exceed the amounts approved in the budget resolution or ordinance which was passed, even when a millage is newly approved by voters (Not applicable if Truth in Taxation did not apply because 1 mill or less was levied in the concluding fiscal year)
- ☐ Debt millage has been re-calculated by your municipal advisor to ensure only necessary and/or allowable funds are collected (Not applicable if no debt millages are being levied)

Signed:

Supervisor and/or Clerk

Date: _____

Charlevoix City Council

Consent Agenda

Title: Annual Bridge Park Lift Station Cleaning by GFL: estimated \$19,000

Date: May 15, 2023

Presented By:

Background:

Annually, we retain a waste hauler to remove waste and clean the interior of the Bridge Park Lift Station. The estimate provided to you is based on a high expectation for the materials to be removed. It typically comes in less than this but it's impossible to predict until the material is removed. The project is charged on a time and material basis. GFL is the lone vendor for this service in the region; they purchased American Waste who previously did this work.

Recommendation:

Motion to approve the time and material estimate from GFL for cleaning and annual maintenance at the Bridge Park Lift Station.

Attachments:

1. GFL Estimate for Bridge Park Lift Station



3947 US 131 North, P.O. Box 1030 / Kalkaska, Michigan 49646 / Tel. (231) 258-9961 / Fax (231) 258-9971
1680 Peach Street/ Whitehall, Michigan 49461 / Tel (231) 893-1173/ Fax (231) 893-1193
2510 Saidla Road/ Kalamazoo, Michigan 49001 / Tel (269) 359-7503 / Fax (231) 893-1193

City of Charlevoix – WWTP
Mr. Randy Wurst
210 State Street
Charlevoix, Michigan 49720

May 3, 2023

RE: Cost to Clean Bridge Street Lift Station

Dear Mr. Wurst,

GFL Environmental is pleased to provide you with an outline of the costs involved for the above referenced project. GFL will provide equipment/personnel to clean the Bridge Street Lift Station and transport the material for disposal. All costs are portal to portal and are as follows:

Combo Unit w/ Operator	\$ 345.00/Hour
(2) Cusco Tankers w/Operator.....	\$ 240.00/Hour/Truck
Laborer	\$ 65.00/Hour
Disposal, Non Hazardous Sludge (\$350.00 Minimum)	\$ 0.85/Gallon
Waste Profile Fee (Good For One Year)	\$ 125.00/Year
Overtime Rate After 8 Hours (Monday – Friday or After 5:00PM)	\$ 30.00/Hour
Miscellaneous Supplies/PPE/Personnel/Etc.	Billed As Needed
EERF	5.5%
Fuel Surcharge (Currently 15.15%).....	To Be Determined

The estimated cost based on 8-10 Hours to complete the work and 11,000 gallons of material for disposal will be approximately between \$19,250.00 and \$19,750.00.

If evening, weekend or holiday work is required then additional overtime surcharges/fees will apply.

Please keep in mind that this project will be billed on a time and materials basis with actual hours and actual quantities if applicable. There will be a two (2) hour minimum charge for these services.

All costs are based on standard rates, if NMA or Prevailing Wages are required, a cost re-evaluation will be required and additional charges will apply

Underground obstacles, hardened dirt/clay/rocks and or debris may hinder productivity. If encountered this may result in an updated timeframe and cost proposal.

If the material is shown to be other than described and/or if site conditions are found to be such that additional equipment or services are required for safe removal of these materials, a cost re-evaluation will be required.

A fuel surcharge will be applied to all fuel consuming items, the operator and subcontractors. The percentage is subject to change based on the current market. Currently the fuel surcharge is 15.15%, this rate changes weekly based on the DOE.

This pricing is valid for 15 Working Days. Any pricing fluctuations in steel, energy or similar markets may result in a price adjustment.

If you accept the terms of this proposal, please sign below and **return a copy** to my attention via fax or mail. All work referenced above in this proposal will be invoiced directly to you, unless GFL Environmental is otherwise instructed. If you have any questions or comments, please feel free to give me a call. Thank you for the opportunity to provide you with this quote.

PROPOSAL SUBMITTED BY: Patrick Ray, Email: pray@gflenv.com, Cell (231) 384-0574

PR/cp

ACCEPTANCE OF PROPOSAL

Purchaser: _____
Company Name

By: _____
Specify Title

TERMS AND CONDITIONS

The following Terms and Conditions governing the work to be performed by NORTHERN A-1 SERVICES, INC. (A-1) as specified in the Proposal on the front side hereof together with any attachments or addendum thereof (hereinafter the "Agreement") are as described hereinafter. By accepting this Agreement or authorizing or accepting all or any portion of the work to be done by A-1, the Customer shall be deemed to have accepted these Terms and Conditions.

1. In performing its service under this Agreement, A-1 shall be deemed to be acting solely as an independent contractor and only to the extent and for the specific purpose expressly set forth herein and in the Agreement. Nothing contained or implied in this Agreement shall at any time be construed to designate either party or any of its employees or representatives as representatives, partners, agents or joint venturers of the other party. Further, when executed, the Agreement does not transfer any liability of the Customer as a generator (as defined in 40 CFR) to A-1, all of said responsibility remaining with Customer.

2. A-1 shall use commercially reasonable efforts in performing services in accordance with this Agreement, including completing such services by mutually agreed-upon completion dates, provide that A-1 shall not be responsible for any untimely provision of or failure to perform its services if there is any failure to provide or delay in providing A-1 with reasonable access to premises or property, necessary documentation, information, materials or contractors retained by Customer or its representatives, or if due to any act of God, labor problems, fire, inclement weather, act of governmental authority, failure of transportation or equipment, accident or any other cause beyond A-1's reasonable control and without its negligence or willful misconduct. In the event of any of the foregoing circumstances, payment of money for services already rendered shall not be excused and A-1's time for completion of this Agreement shall be extended accordingly.

3. CUSTOMER ACKNOWLEDGES THAT A-1 HAS MADE NO IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES, EQUIPMENT, OR MATERIALS TO BE PROVIDED BY A-1 HEREUNDER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. A-1 WARRANTS THAT THE SERVICES, EQUIPMENT OR MATERIALS PROVIDED TO CUSTOMER HEREUNDER WILL BE PERFORMED AND/OR PROVIDED IN ACCORDANCE WITH CUSTOMARY PROCEDURES AND PRACTICES GENERALLY IN A-1'S PROFESSION FOR USE IN SIMILAR UNDERTAKINGS, AND A-1 SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM AND AGAINST LOSSES, COSTS, EXPENSES AND LIABILITIES WHICH ARE ATTRIBUTABLE TO THE BREACH OF SUCH WARRANTY, BUT IN NO EVENT SHALL A-1 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES OTHER THAN THOSE DIRECTLY, APPROXIMATELY AND FORESEEABLY ARISING FROM SUCH BREACH, LIABILITY FOR LOSSES IN TRANSIT SHALL BE LIMITED TO THOSE DIRECTLY RELATED TO SUCH LOSS AND ATTRIBUTABLE TO A-1'S NEGLIGENCE OR WILLFUL MISCONDUCT.

4. Customer warrants and represents that:

- (a) Customer has complied with all applicable federal, state and local laws and regulations, ordinances and orders, including, but without limitation, those requiring proper waste characterization and preparation of manifest and shipping papers.
- (b) Customer has fully and accurately disclosed all such information as shall be required to enable A-1 to perform its services hereunder, including but without limitation, the hazardous constituents to be handled as specified in this Agreement.
- (c) All materials tendered to or otherwise to be handled by A-1 as specified in this Agreement will conform with the information disclosed pursuant to this Agreement.
- (d) Customer has sole title to and is under no legal restraint or order which would prohibit transfer of possession or title to all materials covered by this Agreement.
- (e) All waste containers supplied or tendered by Customer will meet container specifications and marketing and labeling requirements of all applicable federal, state and local statutes, regulations, ordinances and orders.

5. Customer shall indemnify and hold harmless A-1 from and against any and all losses, costs, expenses and liabilities, including attorneys fees which are incurred by A-1 and are directly or indirectly attributable to (i) the breach of any warranty specified in this Agreement, (ii) any act or omission of Customer, (iii) any negligent or willful misconduct of the Customer in connection with the performance of this Agreement, (iv) any condition which exists on or at the site, or (v) any act or omission of the Customer's agents, contractors or subcontractors.

6. Customer agrees that all specifications and decisions regarding the methods, manners, facilities and/or locations of disposal or other disposition of any materials handled or to be handled pursuant to this Agreement have been or will be made by and are the sole responsibility of the Customer. Customer will also be responsible for making the above decisions and specifications with regard to the disposal or other disposition of waste material handled by any subcontractor. The Customer hereby indemnifies A-1 against, and holds it harmless from, any and losses, claims, expenses and liabilities, including attorney fees incurred by A-1 which are directly or indirectly related to Customer's obligations under this paragraph. The subcontractor is expressly prohibited from violating this provision.

7. A-1 shall use commercially reasonable efforts to comply with all federal, state and local statutes, regulations, ordinances or orders, including but not limited to those related to environmental, fire, transportation, safety and health matters applying to the performance of its services pursuant to this Agreement, but shall not be liable to Customer for failure to so comply unless such noncompliance is

due to the negligence or willful misconduct of A-1.

8. A-1 shall not be responsible for activities of any contractors or subcontractors or their employees or agents at Customer's site unless retained by A-1 (in which event A-1 shall be responsible solely for their supervision in accordance with generally accepted practices of A-1's profession).

9. A-1 shall invoice Customer and Customer shall pay to A-1 for its services under this Agreement as follows:

- (a) Fees and all other charges will be billed to Customer as provided in the Agreement or as otherwise mutually agreed in writing.
- (b) Fees shall be paid net within thirty (30) days of being invoiced by A-1 to Customer. If such invoice is not paid within such period, Customer shall be liable to A-1 for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18%) percent per annum or the maximum rate allowed by law. All taxes applicable to the proceeds received by A-1 hereunder shall be the liability of A-1 and Customer shall not be required to withhold or pay any amounts for federal, state or local income tax, social security, unemployment, or worker's compensation.
- (c) Customer hereby agrees that the balance as stated on the billing from A-1 to Customer shall be deemed to be correct conclusive and binding on the Customer unless Customer notifies A-1 in writing of the particular item that is alleged to be incorrect within twenty (20) days from the date of receipt of the billing.
- (d) If Customer fails to pay any invoice in full within thirty (30) days after invoice date, A-1 may, at any time and without waiving any other rights or claims against Customer and without thereby incurring any liability to Customer, elect to terminate performance of services. Notwithstanding any such termination of services, Customer shall pay to A-1 in full for all services rendered by A-1 to the date of termination of services, plus all interest, termination cost and expenses incurred by A-1 and related to such termination. Customer shall reimburse A-1 for all costs and expenses of collection, including attorneys fees.

10. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder.

11. This Agreement constitutes the full Agreement of the parties and may only be amended, added to, superseded or waived in writing signed by both parties. Reference by A-1 to any purchase or work order number supplied by customer shall be for accounting identification purposes only and any terms or conditions therein or in any acknowledgement, confirmation or other communication by customer which are in addition to or in conflict with this Agreement and Terms and Conditions are rejected.

12. If any provision of this Agreement is held invalid or unenforceable, such provision shall thereon be deemed modified only to the extent necessary to render the same invalid or excluded from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if such provision has been included herein as so modified or not been included herein as the case may be.

13. All claims, disputes and other matters in question between Customer and A-1 arising out of or relating to this Agreement shall be decided by arbitration in accordance with the then current Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after (i) the date when filing a claim with the American Arbitration Association would be barred by the statute of limitations established by the American Arbitration Association, or (ii) the date when institution of legal or equitable court proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur.

14. If any legal action or arbitration or other proceedings is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover attorneys fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled and subject to the limitations expressed elsewhere in this Agreement.

15. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

16. Written acceptance of the Agreement may be delivered via facsimile, receipt of which shall be the equivalent of receipt of the original Agreement, for all purposes.

17. All notices to either party hereto shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective address of the parties appearing on the front hereof, or if and when delivered personally or via facsimile.

18. The Agreement shall be binding on the parties, their respective heirs, executors, administrators, assigns and personal representatives.

Charlevoix City Council

Consent Agenda

Title: Accept Planning Commission Annual Report

Date: May 15, 2023

Presented By:

Background:

The Michigan Planning and Zoning Enabling Act requires the Planning Commission present an annual report to City Council. It is included for your review. In June, Planning and Zoning Staff along with the Planning Commission Chair will present to Council on their latest housing efforts.

Recommendation:

Motion to accept the Planning Commission annual report as presented.

Attachments:

1. Charlevoix Annual Report 2023



May 8, 2023

Hon. Mayor and Council Members
210 State Street
Charlevoix, MI 49720

RE: 2023 Charlevoix Planning Commission Annual Report

Hon. Mayor and Council Members:

As required per the Michigan Planning Enabling Act, Section 125.3819 (2) (Act 33 of 2008, as amended), the Planning Commission respectfully submits a report of the activities they undertook in the previous twelve months (May 2022-April 2023).

"A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."

PLANNING COMMISSIONERS

Member	Term Expiration
1. R.J.Waddell, Chairperson (res. Apr. 2023)	April 2023
2. Jennifer Muladore, Chairperson (elected Jan. 2023)	April 2024
3. Sherm Chamberlain, Vice-Chair	April 2025
4. Toni Felter	April 2026
5. Mary Millington	April 2024
6. Annemarie Conway (res. Jan. 2023) / Shelley Boehmer (appt. Apr. 2023)	April 2026
7. Maureen Radke	April 2024
8. Scott Beatty (appt. Nov. 2022)	April 2025
9. John Kurtz (appt. Nov. 2022)	April 2025

PLANNING and ZONING STAFF

Planning and Zoning staff provide support and technical expertise to the Planning Commission as well as other public bodies, City staff, residents, and other inquirers who have questions about the City's Ordinances, development potential, and application processes. Janet Koch served as the Zoning Administrator until late December 2022 and provided on-site support by maintaining regular office hours on Monday, Tuesday, and Wednesday. Jonathan Scheel was hired by the City as the full-time Zoning Administrator in February 2023. Planning services are provided by Networks Northwest Community Planner, Jennifer Neal.



MEETINGS

The Planning Commission met a total of thirteen (13) times in the past year. Meetings are typically scheduled for the second Monday of the month, at 6:00 PM, at City Hall. The 2022-2023 meeting schedule included one work session. The Work Session on October 24 was held as a joint meeting with the representatives of the Downtown Development Authority, Zoning Board of Appeals, Historic District Commission, Shade Tree & Park Commission, and the Charlevoix Area Chamber of Commerce at 6:30 PM in Council Chambers. All meetings are held in compliance with the *Open Meetings Act, PA 267 of 1976, as amended*.

1. Monday, May 9, 2022
2. Monday, June 13, 2022
3. Monday, July 11, 2022
4. Monday, August 8, 2022
5. Monday, September 12, 2022
6. Monday, October 10, 2022
7. Monday, October 24, 2022 – Work Session
8. Monday, November 14, 2022
9. Monday, December 12, 2022
10. Monday, January 9, 2023
11. Monday, February 13, 2023
12. Monday, March 13, 2023
13. Monday, April 10, 2023

2022 MASTER PLAN ADOPTED

In February 2021, the Planning Commission initiated a review of the City's Master Plan. The previous Master Plan was adopted in December of 2016, and in accordance with the Michigan Planning Enabling Act (Act 33 of 2008), the Planning Commission shall review the plan at least every five years after adoption. The plan was updated with new and relevant data and included expanded discussion on emerging issues such as housing. Public input was sought throughout the update process and the plan was adopted by City Council on November 21, 2022.



UPDATES TO THE ZONING ORDINANCE

The Planning Commission continued to review and amend the Zoning Ordinance with language that supports and implements the vision of the adopted Master Plan. The Planning Commission prioritized discussion around expanding housing opportunities and implementing housing solutions that fit the community character, primarily accessory dwelling units (ADUs).

Zoning Ordinance amendments for ADUs began in early 2019; the City Council approved the use of ADUs in the R2 Zoning District. In early 2021, following the construction of several ADU structures, residents raised concerns that the size and scale of the structure was not compatible with the neighborhood. Subsequently, the Commission created architectural design standards suitable for ADUs. The Planning Commission has held public hearings for language pertaining to ADUs:

- Architectural Design Standards were reviewed on January 10, 2022. No comments were received and the Planning Commission recommended adoption to the City Council.
- On February 14, 2022 the Planning Commission held a public hearing for language pertaining to permitting ADUs in the R1 Zoning District. No comments were received and the Planning Commission recommended adoption to the City Council.

Upon review by the City Attorney, the original language was amended. The ADU language was then combined with architectural standards and expanded to include reduced residential gross floor area, and housekeeping changes to building height.

- A public hearing was held on October 10, 2022 for the amended, combined language. No comments were received regarding ADUs or architectural standards and the Planning Commission recommended adoption to the City Council. One comment was received referring to the use of "Average" in the maximum building height (Section 153.072, Table 153.072 (b)). The City Council adopted the language on January 2, 2023.
- The Commission held a fourth public hearing on April 10, 2023 and recommended ADUs to be a permitted use in the R1 and R2A districts in addition to the R2 residential district. The additional language is under review by the City Attorney.

Additionally, the public hearing held on October 10, 2022 also reviewed an amendment to the sign ordinance. The amendment permitted signage for commercial properties on Bridge Park Drive and housekeeping changes to Industrial District sign permitting. No comments were received and the Planning Commission recommended adoption to the City Council. The City Council adopted the language on January 2, 2023.

The public hearing on April 10, 2023 also reviewed an amendment to parking requirements for bed and breakfast uses. Several comments were received and the Planning Commission modified the proposed language to allow on street parking according to City parking rules. The Planning Commission recommended adoption of the modified language to the City Council. The additional language is under review by the City Attorney.



DEVELOPMENT REVIEWS

During the previous year, the Planning Commission reviewed several development proposals: four site plan reviews, three special land use applications, and one donation request. The Zoning Ordinance requires Planning Commission review and approval for all Level B Site Plan applications. The Zoning Administrator reviews and approves Level A Site Plans. The following reviews were completed by the Planning Commission:

1. In May 2022, the Commission reviewed a request for a special land use located at 401 Antrim Street. The applicant proposed a bed and breakfast use. The special land use was approved with conditions.
2. In July 2022, the Planning Commission considered a donation request by Linda Boss and Pam Beatty of a miniature painted sailboat honoring Dale and Marilyn Boss. The Planning Commission recommend to the City Council to accept the donation in a proposed location.
3. In July 2022, the Planning Commission reviewed a site plan of the DTE Energy Gate Valve Enclosure. The site plan was approved with conditions.
4. In August 2022, the Planning Commission reviewed a site plan for the replacement of a swimming pool and deck located at 202 Ferry Avenue. The site plan was approved with no conditions.
5. In September and October 2022, the Commission reviewed a request for a special land use located at 101 Leonard Street. The applicant proposed a bed and breakfast use. Following a procedural error and an invalid motion, the applicant withdrew her application. No action was taken.
6. In September 2022, the Commission reviewed a site plan for 205 Bridge Street. The applicant proposed a rooftop deck above the third floor residential uses. The site plan was approved with no conditions.
7. In December 2022, the Commission reviewed a proposed apothecary use at 411 Bridge Street. The Commission approved the project with conditions based on specific findings of fact that the application does meet the review criteria.
8. In January, February, and March 2023, the Commission reviewed an expansion of a rooftop deck located at 120 Michigan. The rooftop use required additional parking space to be added. The Planning Commission approved the rooftop use and waived the onsite parking requirements with conditions.



LOOKING FORWARD...

In December 2022, the Planning Commission prepared a list of priority activities. Action items related to housing include continuing to consider initiatives to increase missing middle housing types, considering permitting residential uses in the Industrial Zoning District, and considering initiatives to create additional housing in the Central Business District. The Commission also looks forward to an opportunity to hold a joint meeting with the Charlevoix Township Planning Commission to discuss housing initiatives. Members of the Planning Commission will reach out to Township officials to consider the request. Other initiatives include reviewing ordinances related to outdoor / RV storage, outdoor lighting, and sign lighting.

Respectfully submitted,

PLANNING COMMISSION
CITY OF CHARLEVOIX, MICHIGAN

Jennifer E. Muladore, Chairperson

Charlevoix City Council

Consent Agenda

Title: Resolution 2023-05-02: MDOT Contract for Airport AWOS

Date: May 15, 2023

Presented By:

Background:

Every five years, we renew our agreement with the Michigan Department of Transportation-Aeronautics Division for the maintenance and upkeep of the Automated Weather Observation System. There is nothing new in this agreement but Council must authorize the City Manager to electronically execute the contract. The annual cost to the city is around \$2,500.

Recommendation:

Motion to approve Resolution 2023-05-02 and authorize the City Manager to execute the contract and all relevant documents.

Attachments:

1. Charlevoix 2023-0312 AWOS certified
2. Resolution 2023-05-02 MDOT AWOS Contract

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF CHARLEVOIX

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the City of Charlevoix (AGENCY) for the purpose of setting forth the obligations and intent of MDOT and the AGENCY as they pertain to the continued operation and maintenance of a Weather Observation and Data Dissemination System (SYSTEM) at the Charlevoix Municipal Airport in Charlevoix, Michigan, to enhance aviation safety and efficiency.

Recital:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Automated Weather Observation System (AWOS), (b) a system to collect the AWOS data for national dissemination (Data Collection System), and (c) a Weather Briefing System.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the AWOS and the Weather Briefing System but not the Data Collection System.
2. Provide the following:
 - a. For the AWOS component:
 - i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
 - ii. A location within the terminal building for the AWOS display. Access by pilots to this location during normal business hours will be at the discretion of the AGENCY.
 - b. For the Data Collection System component: A location within the terminal building for the computer equipment.

- c. For the Weather Briefing System component:
 - i. All necessary hardware, software, and internet services to allow access to the secure website of the weather briefing system provider.
 - ii. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
- 3. Provide one local telephone line and electrical power in accordance with the following:
 - a. The telephone line must be a single party line dedicated to the AWOS component.
 - b. Electrical power requirements:
 - i. 240V, 60Hz, 15 amps, or greater circuit dedicated to the AWOS component.
 - ii. 120V, 60Hz, 15 amps, or greater circuit for computer hardware provided by the AGENCY for the Weather Briefing System component and the Data Collection System component.
 - iii. Pumps, motors, and similar units must be on a separate circuit.
- 4. Not charge for direct or telephone dial-up access to the AWOS or use of the computer provided by the AGENCY for access to the website of the weather briefing service provider.
- 5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
- 6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
- 7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
- 8. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred

percent (100%) of the costs. The AGENCY may pay MDOT directly for reimbursement of these repair costs or may file a claim with its insurance company for reimbursement. The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.

9. Perform at its sole expense the following maintenance activities:
 - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
 - b. Protect the integrity of any underground cables by preventing any trenching or tilling over them.
 - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, preventing the storage of large aircraft, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.
 - d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, making visual inspections of sensors, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
 - e. Clear snow to allow access to the AWOS, as necessary.
10. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
11. Maintain, or have its operators and vendors maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days' written notice of change or cancellation is given to MDOT. In the event that a written notice of change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the provision of services under this Contract.
 - a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employer's

Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.

- b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
 - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
12. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.
13. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

MDOT WILL:

14. Arrange with the Provider for the installation of the Data Collection System, if necessary.
15. Make arrangements with the weather briefing service provider for access to its secure website.
16. Pay all invoices associated with the operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
17. Bill the AGENCY for fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
18. Bill the AGENCY for one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

19. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
20. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or for factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 17 above.
21. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
22. Train AGENCY personnel on proper procedures for making entries in the FAA Form 6030-1 logbook and the AWOS equipment logbook.
23. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
24. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
25. Discontinue the weather briefing and data collection services and remove the associated components in the event of the following:
 - a. The AGENCY does not comply with the provisions of this Contract; or
 - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

26. The Provider will retain ownership of the Data Collection System.
27. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
28. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than

three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

29. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY's performance of this Contract; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY's performance of the services under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

31. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
32. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
33. This Contract will be in effect from the date of award (the date of the final signature) through five (5) years, unless it is terminated by either party in accordance with Section 31.

Michigan Department of Transportation

34. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF CHARLEVOIX

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

Approved as to Legal Form
4-10-23 J.S.



ATTACHMENT 1

Items Included in AWOS Maintenance Expenses That Could Be Incurred by MDOT

Scheduled Maintenance

- Inspections FAA-required annual and two tri-annual inspections in accordance with the FAA-approved AWOS Manufacturer's Logbook. Expenses include labor and travel.
- Preventative May include, but is not limited to, such items as testing and servicing of uninterruptible power supply (UPS) and batteries, cleaning aspirator fan and tube, measuring processor and ceilometer battery levels, overall cleaning and checking condition of all components. Expenses may include labor, travel, and materials.

Unscheduled Maintenance

- Outages Includes troubleshooting and repairs and may include replacement of defective components with MDOT serviceable spares. May also include the costs to repair defective items by outside facilities and/or the purchase of new replacement items. Expenses include labor, travel, materials, outside vendor repairs and purchases, and shipping.

Administration

Involves a share of the oversight of the entire weather network, and includes activities that are not location-specific but are general in nature to all locations. Expenses include, but are not limited to, contract administration and compliance, system monitoring, calibration and repair of required test equipment and standards, items and supplies purchased that will be used for all locations, and time spent to arrange and coordinate inspection schedules with the FAA and to review Miss Dig tickets.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

CITY OF CHARLEVOIX
RESOLUTION NO. 2023-05-02
EXECUTION OF MDOT CONTRACT NO. 2023-0312
WEATHER OBSERVATION SYSTEM AND DATA DISSEMINATION SYSTEM

WHEREAS, the Charlevoix Municipal Airport operates and maintains a Weather Observation and Data Dissemination System;
and

WHEREAS, the system is made up of three components (a) the Weather Briefing System, (b) Automated Weather Observation System (AWOS), and (c) a system to collect the AWOS data for national dissemination (Data Collection System);
and

WHEREAS, the continued operation and maintenance of the Weather Observation and Data Dissemination system is required by the Federal Aviation Agency (FAA) and the Michigan Department of Transportation's Office of Aeronautics (MDOT) for aviation safety and efficiency.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the MDOT Contract No. 2023-0312 for the Weather Observation System and Data Dissemination System Contract after review by the City Attorney.

RESOLVED this 15th day of May, 2023 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:
Nays:
Absent:

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: May 15, 2023

Presented By:

Background:

A. Construction Update

Construction on Mason Street continues as planned with significant movement this week on the storm water installation. Sanitary sewer installation is also occurring thanks to the tie-in under Bridge Street last week. Except for the delay by one day because of rain on May 5, the repaving and reopening of Bridge Street went smoothly. In short order, further work will be on the parking lot adjacent to Mason Street as that portion of the project will begin to ramp up.

B. Leadership Charlevoix County

This past year, I've had the chance to serve as a leadership mentor for the Leadership Charlevoix County program. I spent time talking with Library Director Ryan Deery who completed the program this week. He is a great asset to the community and it's been great to assist this important program that helps build the leadership capacity in our county.

C. Citizen Initiated Ordinance Regarding Stover Road Property

As you are aware, there is a citizen-initiated ordinance petition regarding the disposition of the city-owned property at the corner of Stover Road and Ferry Avenue (former DPW site). The City Attorney reviewed the petition, process, and language and is of the opinion that the process and language are deficient of the requirements of the City Charter in two ways. The full letter to the petition committee (sent on behalf of the City Clerk) is attached for your review; pursuant to the Charter, the committee has the opportunity to appeal the findings of deficiency. As of today, May 11, no such appeal has been received but the timing of such an appeal, pursuant to the Charter, is based on receipt by the committee of a certified letter which was sent to their address of record on May 5. As a courtesy, the document was emailed the same day and receipt of the email was acknowledged. If an appeal is received ahead of Monday, the agenda will be adjusted accordingly. The process for a citizen initiated ordinance is used rarely both locally and across the state: I understand there are many questions about the process and we will do our best to answer them.

D. Potential Mayor's Exchange

I received an inquiry from a colleague at the City of South Haven this week about the prospect of scheduling a Mayor's Exchange between our two communities. This is a friendly opportunity to visit each other's communities and learn about the work each is doing. Mayor Gennett expressed interest and I followed-up with my colleague in South Haven. There is an initial consideration of September. We'll work out more options on this and discuss with Council.

Recommendation:

Attachments:

1. Letter to Initiative Committee re Petition to City



May 4, 2023

Via First Class Mail

Initiative Committee
102 Chicago Ave.
Charlevoix, MI 49720

RE: Notice of Intent to File Initiative Petition

Dear Members of the Initiative Committee:

This letter is written on behalf and request of the City Clerk. The Clerk requested I review the initiative petition submitted to the City by the Initiative Committee. I have reviewed the City of Charlevoix's Charter and unfortunately have concluded that the petition language is contrary to the language of the Charter. Therefore, the Clerk may not certify the petition as complete, and this letter is to inform you of the petition's deficiency based on the following two items:

1. The petition and ordinance are contrary to Section 6.1(a) because it potentially requires the appropriation of money for purposes of housing. While this is certainly a laudable goal, it is violative of the substantive requirements of Section 6.1(a) of the Charter, which states that the petition may "not extend to the budget or Capital Program, or to any ordinance relating to the [sic] appropriation of money, levy of taxes, or salaries of city officials or employees."
2. Under section 6.3(c) of the City of Charlevoix's Charter, each circulated petition must include an affidavit executed by the circulator attesting to the certain information, including an attestation clause "that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be considered." Although the proposed ordinance was attached to each circulated petition, the attestation clause fails to contain this statement. This procedural defect may be of lesser concern and might be subject to amendment as provided by the Charter. However, in light of both the substantive and procedural deficiencies, the Clerk is compelled to deem the petition deficient and not certify the petition as complete.

The Clerk has determined the petition to be deficient, and, therefore, has not certified the petition as complete under Article XI of the Charter. Enclosed with this letter is a Certificate of Insufficiency with notice of the deficiencies pursuant to Section 6.4(a). You have certain rights under Article XI of the Charter that are discussed in Section III of the Certificate for your reference.

Initiative Committee
May 4, 2023
Page 2

Please do not hesitate to contact me with any questions.

Sincerely,



Scott W. Howard

xc: Tom Kirinovic
Norman L. Carlson
Luther Kurtz
Sherman A. Chamberlain
Shirley Gibson

Certificate of Insufficiency

Pursuant to Article XI, Section 6.4(a), the City Clerk has determined that the Petition submitted by the initiative committee are insufficient for the following reasons:

I. Substantive Deficiency

The submittal is substantively deficient under the Charter because it potentially requires the appropriation of money for purposes of housing. While this is certainly a laudable goal, it is violative of the substantive requirements of Section 6.1(a) of the Charter. Pursuant to Section 6.1(a), the power to propose ordinances using the petitioning process does “not extend to the budget or Capital Program, or to any ordinance relating to the [sic] appropriation of money, levy of taxes, or salaries of city officials or employees.” The proposed ordinance in question directly attempts to arrogate the budgeting and appropriation authority of the City Council in violation of the Charter.

The language of the proposed ordinance includes the following provision:

“Section 3: Obligations of the Council

...

B. If, within 1 year after the effective date of this Ordinance, Council has not received a reasonable offer and the Property [sic] remains unsold, the Council may choose to sell the Property to any other third party **and use the proceeds from the sale of the Property for the purpose of promoting the development of year-round housing within the City.**” (emphasis added).

The proposed ordinance includes a restriction on how the Council must use any proceeds from the sale. Therefore, the petition is substantively deficient, and the Clerk shall note this deficiency in her letter to the Petitioners' Committee.

II. Procedural Deficiency

Under section 6.3(c) of the City of Charlevoix’s Charter, each circulated petition must include an affidavit executed by the circulator attesting to the following information:

- The affiant personally circulated the paper;
- All signatures were affixed to the petition in the presence of the affiant;
- The affiant believes the signatures to be the genuine signatures of the persons whose names they purpose to be; and
- Each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be considered.

Upon review of each submitted petition document, the attestation clause is missing one of the requirements outlined in the Charter. Although the proposed ordinance was attached to each circulated petition, the attestation clause fails to affirm “that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be considered.”

III. The Committee's Rights

The City Charter gives the Petitioners' Committee the right to file a request for the Council to review the petition and decide on its sufficiency. Section 6.4(b). The Petitioners' Committee has two days after receiving a copy of the certificate from the Clerk detailing the insufficiencies to make such a request.

If the Petitioners' Committee requests Council review, the Council "shall review the certificate at its next meeting following the filing of such request and approve or disapprove it. The Council's decision shall then be the final determination as to the sufficiency or insufficiency of the petition." Section 6.4(b). "A Council determination as to the sufficiency of a petition shall be subject to court review." Section 6.4(c).

Sarah Dvoracek, City Clerk
(Signed by Scott W. Howard, City Attorney,
with permission of the City Clerk)
Dated May 4, 2023